

# 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 16, 2021, beginning at 6:15 PM in the Multipurpose Facility, Celina High School, Banquet Hall, 3455 North Preston Road, Celina, TX 75009.

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

1. **CALL TO ORDER & ESTABLISH QUORUM**
  - A. Pledge of Allegiance
  - B. Invocation
2. **CONSTRUCTION REPORT**

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

- D. Approve Collin College MOU  
**Presenter:** Dr. John Mathews
  - E. Approve Application For Foreign Exchange Student Waiver  
**Presenter:** Dr. John Mathews
  - F. Approve Facilities Development Agreement Between The City Of Celina And Celina Independent School District  
**Presenter:** Dr. Tom Maglisceau
  - G. Approve Celina Middle School Camera & Security Bid  
**Presenter:** Dr. Tom Maglisceau or Marilyn Chamberlin
  - 10. **DISCUSSION ITEMS**
  - 11. **CONSENT/CONFIRMATION AGENDA ITEMS**
    - A. Minutes of the July 26, 2021 Regular Meeting
    - B. Monthly Cash Distributions/Cash Balance/Investment Report/Budget Amendments
  - 12. **ADJOURNMENT**
- 

If, during the course of the meeting, discussion of any items on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the preside officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

This meeting was posted in accordance with the Texas Open Meetings Act on Friday, August 13, 2021 at 3:45 pm.

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For the Board of Trustees

# PROJECT UPDATE

AUGUST 2021

## CELINA MIDDLE SCHOOL



STRUCTURAL STEEL INSTALLATION



FIREPROOFING



UNDERSLAB UTILITIES & SLAB REINFORCING

### CONSTRUCTION STATUS

#### SITE WORK

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

#### LOOKING FORWARD

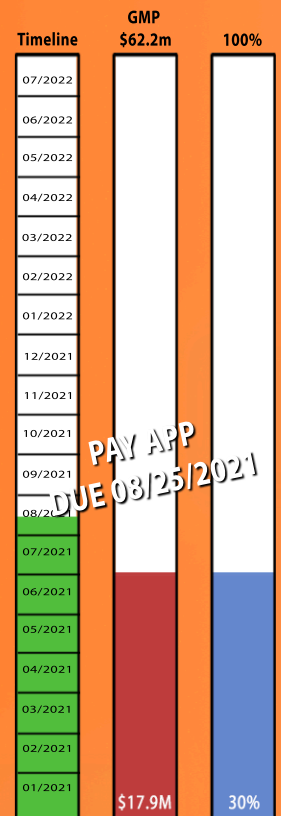
- FOOTBALL FIELD & TRACK PREP

#### BUILDING

- GRADE BEAMS - COMPLETE
- STRUCTURAL STEEL DELIVERY - ON-GOING
- SHOP DRAWING SUBMITTALS - ON-GOING
- UNDERSLAB UTILITIES - ON-GOING
- PRE-SLAB INSTALLATION - GRADING, REINFORCING - ON-GOING
- SLAB INSTALLATION - ON-GOING
- STRUCTURAL STEEL INSTALLATION - ON-GOING
- INT. METAL STUDS - ON-GOING
- MEPT ROUGH-IN - ON-GOING
- FIREPROOFING - ON-GOING

#### LOOKING FORWARD

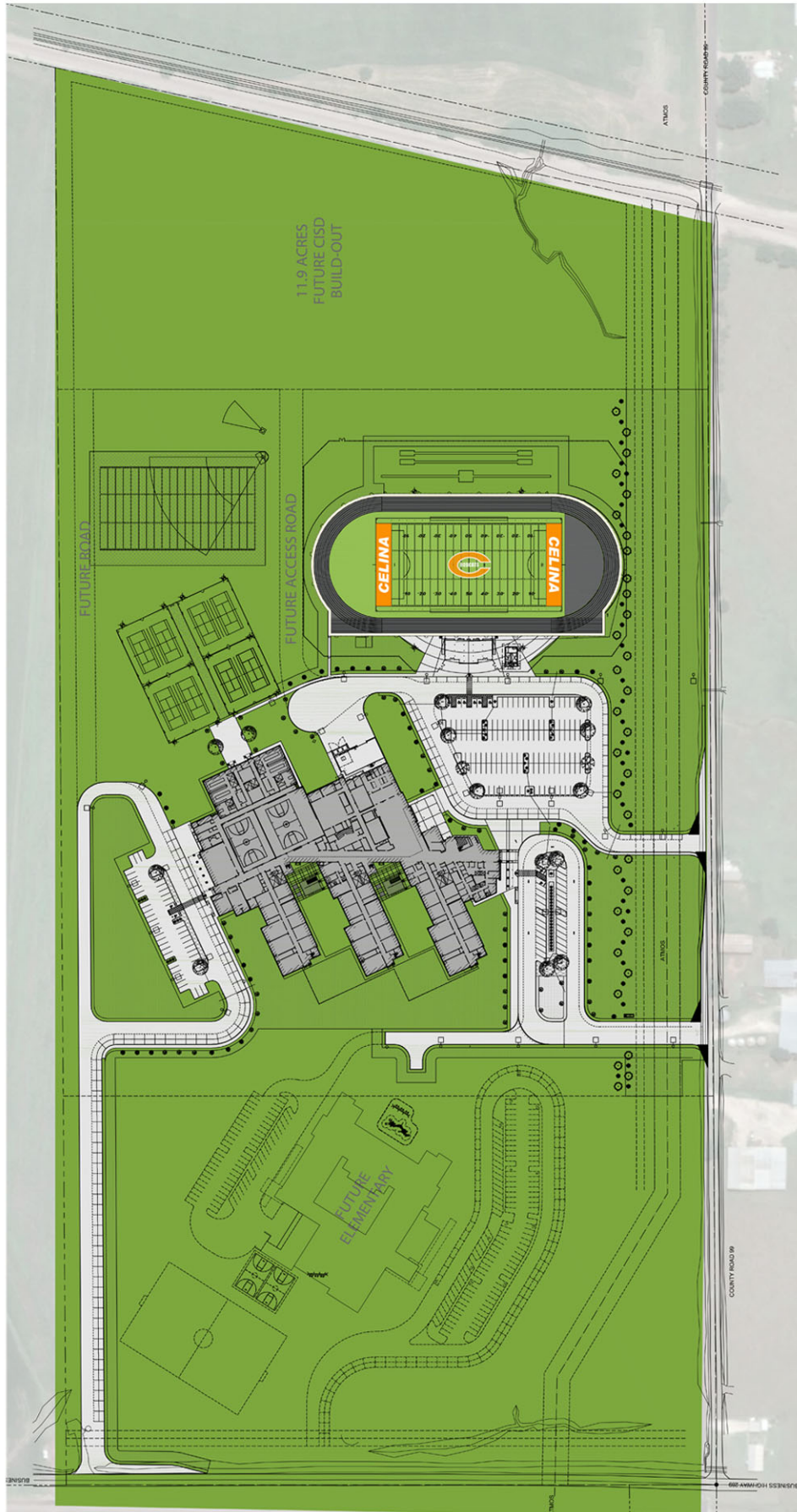
- EXTERIOR METAL STUDS



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# PROJECT UPDATE





**Kindergarten Report Card  
2021-2022**

<b>Grade:</b>	Kindergarten	<b>School:</b>	Celina Primary School
<b>Teacher:</b>			507 East Malone
<b>Student:</b>			Celina, TX 75009
<b>Principal:</b>	Nancy Alvarez		469-742-9104

**Reporting Period:**

<b>1st Nine Weeks</b> Aug 18 - Oct 15 FALSE	<b>2nd Nine Weeks</b> Oct 18 - Dec 17 FALSE	<b>3rd Nine Weeks</b> Jan 5 - March 4 FALSE	<b>4th Nine Weeks</b> Mar 15 - May 26 FALSE
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<b>Attendance:</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>	<b>Yearly Total</b>
Days present					
Days absent					
Excused					
Unexcused					
Times Tardy					

<b>Rating Key for Academic Areas:</b>	
<b>Mastery - M</b>	The student demonstrates a <b>complete</b> understanding of the grade level standard.
<b>Progressing - P</b>	The student demonstrates a <b>partial</b> understanding of the grade level standard, but lacks proficiency in key areas.
<b>Beginning - B</b>	The student demonstrates <b>minimal</b> understanding of the grade level standard and needs support to complete key tasks.

<b>Rating Key for Social-Emotional and Work Habits:</b>	
<b>Yes - Y</b>	Yes, the student is demonstrating this behavior during the specified nine
<b>No - N</b>	No, the student is NOT demonstrating this behavior during the specified

<b>Phonics - Ready to Read</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>
I can recognize words that begin with the same sound.				
I can match uppercase letters with their sounds.				
I can match lowercase letters with their sounds.				
I can identify uppercase letters				
I can identify lowercase letters.				
I can blend individual letter sounds to make words.	2 sounds	3 sounds	4 sounds	4 sounds
I can sound out words with two sounds.	VC	CVC	CCVC	CVCC
I can identify and read high frequency words from a research based list	10	25	50	75
I can put sounds together to make a multi-syllabic word.				
I can identify and break apart syllables in spoken words.				
I can break apart words into sounds.				
I can spell words.		VC	VC, CVC	VC, CVC, CCVC
I can blend sounds to make words. (c-at)				
I can identify rhyming words.				
I can recognize that new words are created when letters are changed, added, or deleted.				
I can produce rhyming words.				
<b>Reading - Response to Reading</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>
I can identify parts of a book and use it correctly.				
I can recognize the difference between a letter, a word, and a sentence.				
I can make a text-to-self connection.				
I can respond to a book with words, pictures, or writing.				
I can respond with text evidence.				
I can make a prediction about the story.				
I can tell the main idea of a story.				
I can retell a story.				
I can identify and describe the main character.				
I can make a text-to-text connection.				
I can identify the setting in a story.				
I can discuss the characters in a play.				
I can tell the difference between different types of stories. (folktales, fairytales, fables, nursery rhymes)				
I can discuss rhyme and rhythm in nursery rhymes and poems.				
I can recognize characteristics of non-fiction text.				
<b>Writing - Ready to Write</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>
I can write my name using correct capitalization.				
I can accurately form all uppercase and lowercase letters.				
I can write a sentence using correct capitalization, spaces, and				
I can create a story.		orally	pictures	words

<b>Mathematics</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>
I can count to 100 by ones.	0-30	0-60	0-100	0-100
I can count, recognize, write, and represent a number up to 20.	0-5	0-10	0-15	0-20
I can compare numbers up to 20 using the words more than, less than, equal to.	0-5	0-10	0-15	0-20
I can show different ways to <b>add</b> to 10.	0-5	0-5	0-10	0-10
I can show different ways to <b>subtract</b> from 10.		0-5	0-5	0-10
I can use objects and drawings to solve <b>addition word problems</b>		0-5	0-10	0-10
I can use objects and drawings to solve <b>subtraction word problems</b>		0-5	0-10	0-10
I can identify, classify, and sort <b>2 dimensional</b> shapes in groups by things that are the same. (triangle, circle, rectangle, square)				
I can put information into a graph correctly and draw conclusions.				
I can identify, classify, and sort <b>3 dimensional</b> shapes in groups by things that are				
I can compare length, weight, and capacity of two objects.				
<b>Science</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>
I can demonstrate how to reduce, reuse and recycle different materials.				
I can observe and record properties of objects by size, shape, weight, color, and				
I can observe, record and discuss materials changing by heating or cooling.				
I can sort rocks by their properties and tell how rocks and soil are useful.				
I can use my senses to explore different forms of energy.				
I can explore with magnets and other materials.				
I can observe and describe the location of an object and how it moves in relation				
I can describe daily weather changes and seasonal patterns.				
I can observe, describe, and illustrate the clouds, Moon, stars, and Sun.				
I can tell the difference in living/nonliving things and identify their basic needs.				
I can identify and sort plants and animals based on physical traits.				
I can identify basic parts and the life cycle of plants.				
<b>Social Studies</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>
I can identify the purpose for rules at home and school.				
I can identify authority figures in the home, school, and community and how				
I can identify the United States and Texas flag.				
I can use voting as a method for decision making.				
I can identify national patriotic holidays and things we do to celebrate them.				
I can describe, explain, and compare the importance of family traditions.				
I can use a map.				
I can identify physical characteristics of the Earth such as landforms/water.				
I can identify and explain the difference between basic human needs and wants				
I can identify jobs and explain why people have jobs in the home, school and				
I can identify examples of technology and describe how it is used in the home				

<b>Special Area Classes</b>				
<b>E = Excellent S = Satisfactory N = Needs Improvement</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>
Music				
Art				
Physical Education				
STEAM				
Technology				

<b>Social-Emotional Skills and Work Habits</b>				
<b>Y = Yes. N = Needs Improvement</b>	<b>1st</b>	<b>2nd</b>	<b>3rd</b>	<b>4th</b>
I can follow directions and routines				
I can accept responsibility for self				
I can engage in activities positively with peers				
I can ask for help when needed				
I can participate appropriately in class activities				
I can remain focused during teacher and self-directed time				
I can respect rights, feelings, and property of other				
I can use class time effectively				
I can practice whole body listening				
I can transition appropriately when directed				
I can manage and use materials appropriately				



## Resolution of the Board to Set Tax Rate

Date: August 16, 2021

On this date, we, the Board of Trustees of the Celina Independent School District School, hereby levy the tax rate on \$100 valuation for the District for the tax year 2021 at a total tax rate of

\$ 1.4409, to be assessed and collected by the duly specified assessor and collector as follows:

\$. 9409 for the purpose of maintenance and operations, and

\$.5000 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

Adopted this \_\_\_\_ (*date*) day of \_\_\_\_\_ (*month*), \_\_\_\_ (*year*), by the Board of Trustees.

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President's signature

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Secretary's signature

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## **Celina Independent School District Student Code of Conduct**

2021–22 School Year

If you have difficulty accessing the information in this document because of disability, please contact [johnmatthews@celinaisd.com](mailto:johnmatthews@celinaisd.com) at (469) 742-9100.

Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct to promote a safe and orderly learning environment for every student. We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or appropriate campus administrator.

Thank you,

Dr. Tom Maglisceau  
Superintendent of Schools  
Celina Independent School District

## **Student Code of Conduct**

### **Accessibility**

If you have difficulty accessing the information in this document because of disability, please contact John Mathews, Assistant Superintendent, at 469-742-9100.

### **Purpose**

The Student Code of Conduct, also known as Code, as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Student Code of Conduct has been adopted by the Celina ISD board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

Per state law, the Code shall be posted at each school campus or shall be available for review at the campus principal's office. Additionally, the Code shall be available at the campus behavior coordinator's office. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Student Code of Conduct is adopted by the district's board of trustees, it has the force of policy. In the event of a conflict between the Code and the Student Handbook, the Code shall prevail.

**Please note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

### **School District Authority and Jurisdiction**

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day.
2. While the student is traveling on district transportation.
3. During lunch periods in which a student is allowed to leave campus.
4. At any school-related activity, regardless of time or location.
5. For any school-related misconduct, regardless of time or location.
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location.
7. When a student engages in cyberbullying, as defined by Education Code 37.0832.
8. When criminal mischief is committed on or off school property or at a school-related event.
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line.
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas.
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081.
12. When the student is required to register as a sex offender.

## **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook the email address and telephone number of the person serving as campus behavior coordinator for each campus. Contact information may be found at (<https://www.celinaisd.com/>) and at (<https://www.celinaisd.com/student-docs-forms/>).

## **Threat Assessment and Safe and Supportive School Team**

The campus behavior coordinator or another appropriate administrator will work closely with the campus threat assessment safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code.

## **Searches**

District officials may conduct searches of students, their belongings, and their vehicles under state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

## **Reporting Crimes**

The principals and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

## **Security Personnel**

To ensure the security and protection of students, staff, and property, the board employs police officers. In accordance with the law, the board has coordinated with the campus behavior coordinator and other district employees to ensure appropriate law enforcement duties are assigned to security staff. The law enforcement duties of district peace officers are listed in policy CKE(LOCAL). The law enforcement duties of school resource officers are:

1. Protect the safety and welfare of any person in the jurisdiction of the district and protect the property of the district
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, the district police officer may serve search warrants in connection with district-related investigations in compliance with the Texas Code of Criminal Procedure
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary
5. Enforce district policies on district property, in school zones, at bus stops, or at district functions
6. Investigate violations of district policy, rules, and regulations as requested by the superintendent and participate in administrative hearings concerning the alleged violations.
7. Carry weapons as approved by the superintendent
8. Carry out all other duties as directed by the superintendent

## **"Parent" Defined**

Throughout the Code of Conduct and related discipline policies, the term "parent" includes a parent, legal guardian, or other person having lawful control of the child.

## **Participating in Graduation Activities**

The district has the right to limit a student's participation in graduation activities for violating the district's Code.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation. The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the district's Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

### **Unauthorized Persons**

Under Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry to or eject a person from district property if:

1. The person refuses to leave peaceably on request
1. The person poses a substantial risk of harm to any person
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection

Appeals regarding the refusal of entry or ejection from district property may be filed following policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** on page 21 for information regarding a student assigned to DAEP at the time of graduation.

### **Standards for Student Conduct**

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave responsibly.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

### **General Conduct Violations**

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 15, **DAEP Placement** on page 16, **Placement and/or Expulsion for Certain Offenses** on page 25, and **Expulsion** on page 28, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 14.

#### **Disregard for Authority**

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.

- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

### **Mistreatment of Others**

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Threaten a district student, employee, or volunteer, on or off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See the **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

### **Property Offenses**

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Enter, without authorization, district facilities that are not open for operations.

### **Possession of Prohibited Items**

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person
- A "look-alike" weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon
- An air gun or BB gun
- Ammunition
- A hand instrument designed to cut or stab another by being thrown
- A firearm silencer or suppressor
- \*A location-restricted knife
- \*A club;
- \*A firearm
- A stun gun
- Knuckles
- Mace or pepper spray

- Pornographic material
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device
- Matches or a lighter
- A laser pointer, unless it is for an approved use
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

\*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### **Possession of Telecommunications or Other Electronic Devices**

Students shall not:

Use a telecommunications device, including a cell phone, or other electronic devices in violation of district and campus rules.

### **Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 16 and **Expulsion** on page 28 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See the **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See the **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See the **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to the body or mind. (See the **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off-school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off-school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually-oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off-school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

## **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

## **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code.

## **Discipline Management Techniques**

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

### **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding the discipline of students with disabilities, see policy FOF(LEGAL).

Under the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an ARD committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

### **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written
- Cooling-off time or a brief "time-out" period, in accordance with the law
- Seating changes within the classroom or vehicles owned or operated by the district
- Temporary confiscation of items that disrupt the educational process

- Rewards or demerits
- Behavioral contracts
- Counseling by teachers, school counselors, or administrative personnel
- Parent-teacher conferences
- Behavior coaching
- Anger management classes
- Mediation (victim-offender)
- Classroom circles
- Family group conferencing
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy
- Detention, including outside regular school hours
- Sending the student to the office, another assigned area, or in-school suspension
- Assignment of school duties, such as cleaning or picking up litter
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations
- Penalties designated in student organizations' extracurricular standards of behavior
- Restriction or revocation of district transportation privileges
- School-assessed and school-administered probation
- Corporal punishment, unless the student's parent or guardian has provided a signed statement prohibiting its use
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 15
- Placement in a DAEP, as specified in **DAEP** on page 16
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 25
- Expulsion, as specified in **Expulsion** on page 28
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district
- Other strategies and consequences as determined by school officials

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose, or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

## **Notification**

The campus behavior coordinator shall promptly notify a student's parent by phone or in-person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in-person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

## **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy On-Line at the following address: (<https://pol.tasb.org/Home/Index/307>).

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

## **Removal from the School Bus**

A bus driver may refer a student to the principal's office or the campus behavior coordinator's office to maintain effective discipline on the bus. The principal or campus behavior coordinator must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with the law.

## **Removal from the Regular Educational Setting**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

### **Routine Referral**

A routine referral occurs when a teacher sends a student to the campus behavior coordinator's office as a discipline management technique. The campus behavior coordinator shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code to maintain effective discipline in the classroom.

### **Formal Removal**

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the campus behavior coordinator or another administrator may place the student in:

- Another appropriate classroom
- In-school suspension
- Out-of-school suspension
- DAEP

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

### **Returning a Student to the Classroom**

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

### **Out-of-School Suspension**

#### **Misconduct**

Students may be suspended for behavior listed in the Code as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05.
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code.
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

#### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall inform the student of the alleged misconduct and allow the student to respond to the allegation before the administrator makes a decision.

The campus behavior coordinator shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**)
2. Intent or lack of intent at the time the student engaged in the conduct
3. The student's disciplinary history
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care)
6. A student's status as homeless

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and co-curricular activities.

### **Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

### **Disciplinary Alternative Education Program (DAEP) Placement**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 5, and secondary classification shall be grades 6–12.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**)
2. Intent or lack of intent at the time the student engaged in the conduct
3. The student's disciplinary history
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care)
6. A student's status as homeless.

### **Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code.

#### **Misconduct Identified in State Law**

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide
- Inciting violence against a student through group bullying

- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang (See **glossary**.)
- Involvement in criminal street gang activity (See **glossary**.)
- Any criminal mischief, including a felony
- Assault (no bodily injury) with the threat of imminent bodily injury
- Assault by offensive or provocative physical contact

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The campus behavior coordinator **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.
  - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page 28.) (See the **glossary** for "under the influence" "controlled substance," and "dangerous drug.")
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 28.)
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
- Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 28.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
  - The student receives deferred prosecution (see **glossary**),
  - A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
  - The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus.
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Process**

Removals to a DAEP shall be made by the campus behavior coordinator.

### **Conference**

When a student is removed from class for a DAEP offense, the campus behavior coordinator or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the campus behavior coordinator or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal.
- An explanation of the basis for the removal.
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (see **glossary**)
- Intent or lack of intent at the time the student engaged in the conduct
- The student's disciplinary history
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care)
- A student's status as homeless.

### **Placement Order**

After the conference, if the student is placed in a DAEP, the campus behavior coordinator shall write a placement order. A copy of the DAEP placement order shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code, the placement order shall give notice of the inconsistency.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

### **Length of Placement**

The campus behavior coordinator shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre and post-assessments for a student assigned to DAEP for 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

### **Exceeds School Year**

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the campus behavior coordinator or the board's designee must determine that:

- The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
- The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code.

### **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On-Line at the following address: (<https://pol.tasb.org/Home/Index/307>).

Appeals shall begin at *Level One* with the campus *Principal*.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

### **Restrictions During Placement**

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co-curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation per the student's individualized education program (IEP) or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the campus behavior coordinator or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be allowed to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator may enter an additional disciplinary order as a result of those proceedings.

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated; or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal During Process**

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district.

A newly enrolled student with a DAEP placement from a district in another state shall be placed as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

If the student was placed in a DAEP by a school district in another state for a period that exceeds one year, this district, by state law, shall reduce the period of the placement so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

## **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

## **Transition Services**

Following law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LLEGAL) for more information.

## **Placement and/or Expulsion for Certain Offenses**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification per state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in alternative placement, the district shall convene a committee, following state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### **Newly Enrolled Students**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

### **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

### **Certain Felonies**

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

- Have received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense

- Have been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense
- Have been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense
- Have been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense
- Have received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has completed any court disposition requirements in connection with the conduct.

### **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

### **Length of Placement**

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

### **Placement Review**

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

### **Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

### **Expulsion**

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

## Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 16.)

### Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
  - Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

### At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See the **glossary** for "under the influence.")
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

### Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault
- Arson. (See **glossary**)
- Murder, capital murder, or criminal attempt to commit murder or capital murder
- Indecency with a child
- Aggravated kidnapping
- Manslaughter
- Criminally negligent homicide
- Aggravated robbery

- Continuous sexual abuse of a young child or disabled individual
- Felony drug- or alcohol-related offense
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law (See **glossary**)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law (See **glossary**)
- Possession of a firearm, as defined by federal law (See **glossary**)

### **Property of Another District**

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

### **While in a DAEP**

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others,
2. Extortion, meaning the gaining of money or other property by force or threat,
3. Conduct that constitutes coercion, as defined by Penal Code 1.07, or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07,
  - b. Indecent exposure under Penal Code 21.08,
  - c. Criminal mischief under Penal Code 28.03,
  - d. Hazing under Education Code 37.152, or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

### **Mandatory Expulsion: Misconduct That Requires Expulsion**

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

#### **Under Federal Law**

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for a school activity, a firearm, as defined by federal law (See **glossary**)

**Note:** Mandatory expulsion under the federal Gun-Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

#### **Under the Penal Code**

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02
- A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely based on the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LLEGAL)]
- A location-restricted knife, as defined by state law (See **glossary**)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law (See **glossary**)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault
  - Arson (See **glossary**)

- Murder, capital murder, or criminal attempt to commit murder or capital murder
- Indecency with a child
- Aggravated kidnapping
- Aggravated robbery
- Manslaughter
- Criminally negligent homicide
- Continuous sexual abuse of a young child or disabled individual
- Behavior which is punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol, or committing a serious act or offense while under the influence of alcohol
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses

### **Under Age Ten**

When a student under the age of ten engages in behavior that is expellable, the student shall not be expelled but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### **Process**

If a student is believed to have committed an expellable offense, the campus behavior coordinator or another appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the campus behavior coordinator or another administrator may place the student in:

- Another appropriate classroom
- In-school suspension
- Out-of-school suspension
- DAEP

### **Hearing**

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district
2. An opportunity to testify and to present evidence and witnesses in the student's defense
3. An opportunity to question the witnesses called by the district at the hearing
4. After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends

The board of trustees delegates to the superintendent or the superintendent's designee authority to conduct hearings and expel students.

### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally after the presentation. Consequences shall not be deferred pending the outcome of the hearing.

## **Expulsion Order**

Before ordering the expulsion, the board or campus behavior coordinator shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the superintendent or the superintendent's designee shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Student Code of Conduct, the expulsion order shall give notice of the inconsistency.

## **Length of Expulsion**

The length of expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

## **Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the campus behavior coordinator or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

## **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the campus behavior coordinator or the board may issue an additional disciplinary order as a result of those proceedings.

## **Restrictions During Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

### **Newly Enrolled Students**

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given the appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

The district may provide educational services to an expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

## **Glossary**

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another,
2. Uses or exhibits a deadly weapon, or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a) 65 years of age or older, or
  - b) A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily to penetrate metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
  - a) Any vegetation, fence, or structure on open-space land, or
  - b) Any building, habitation, or vehicle:

1. Knowing that it is within the limits of an incorporated city or town,
  2. Knowing that it is insured against damage or destruction,
  3. Knowing that it is subject to a mortgage or other security interest,
  4. Knowing that it is located on property belonging to another,
  5. Knowing that it has located within it property belonging to another, or
  6. When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
1. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
  2. Intentionally starting a fire or causing an explosion and in so doing:
    - a. Recklessly damaging or destroying a building belonging to another, or
    - b. Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another, intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Affects or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property,
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student,
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school, or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**A chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted to dispense a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**A Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted to inflict serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk

**Controlled substance** means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinol (THC) in hemp.

**A criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**A Dangerous drug** is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision-maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**An explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine, and its delivery mechanism that is designed, made, or adapted to inflict serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergencies that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies,
2. Place a person in fear of imminent serious bodily injury, or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

**A firearm** is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive,
2. The frame or receiver of any such weapon,
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable [firearm](#), or
4. Any destructive device, such as an explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on a tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**A handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL),
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2), or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury
  - d. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another
  - e. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person unless the communications are made in connection with a matter of public concern, as defined by law

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off-campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated

A **hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**An improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, videotape, negative, or slide of any photographic reproduction or any other physical medium

that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**A location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**A Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**A machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required by someone in a position of authority

**Paraphernalia** is devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to an automobile, truck, motorcycle, or bicycle
3. Telecommunications or electronic devices
4. Any school property used by the student, including, but not limited to, a locker or desk

**Prohibited weapon** under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon

a) A machine gun

b) A short-barrel firearm;

2. Armor-piercing ammunition
3. A chemical dispensing device
4. A zip gun
5. A tire deflation device
6. An improvised explosive device

**Public Lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information, including the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

**Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others,

2. Extortion, meaning the gaining of money or other property by force or threat,
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code, or
4. Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.0,
  - b. Indecent exposure under Penal Code 21.08,
  - c. Criminal mischief under Penal Code 28.03,
  - d. Hazing under Education Code 37.152,
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement
- Behavior identified by the district as grounds for discretionary DAEP placement
- Actions or demonstrations that substantially disrupt or materially interfere with school activities
- Refusal to attempt or complete schoolwork as assigned
- Insubordination
- Profanity, vulgar language, or obscene gestures
- Leaving school grounds without permission
- Falsification of records, passes, or other school-related documents
- Refusal to accept discipline assigned by the teacher or principal

**A short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**A terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies,
2. Place any person in fear of imminent serious bodily injury,
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other forms of conveyance; or other public places,
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public services,
5. Place the public or a substantial group of the public in fear of serious bodily injury, or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**A tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05
- Kidnapping under Section 20.03
- Trafficking of persons under Section 20A.02
- Smuggling or continuous smuggling of persons under Sections 20.05–.06
- Assault under Section 22.01
- Aggravated assault under Section 22.02
- Sexual assault under Section 22.011
- Aggravated sexual assault under Section 22.021
- Unlawful restraint under Section 20.02
- Continuous sexual abuse of a young child or disabled individual under Section 21.02
- Bestiality under Section 21.09
- Improper relationship between educator and student under Section 21.12

- Voyeurism under Section 21.17
- Indecency with a child under Section 21.11
- Invasive visual recording under Section 21.15
- Disclosure or promotion of intimate visual material under Section 21.16
- Sexual coercion under Section 21.18
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04
- Abandoning or endangering a child under Section 22.041
- Deadly conduct under Section 22.05
- Terroristic threat under Section 22.07
- Aiding a person to commit suicide under Section 22.08
- Tampering with a consumer product under Section 22.09

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the influence" need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one's body, by any means, a prohibited substance.

**A zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



**COLLIN  
COLLEGE**

**Collin County Community College District and  
Celina Independent School District**

**Partnership Agreement for 2021-2022**

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Collin County Community College District and  
Celina Independent School District  
Partnership Agreement for 2021-2022

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Collin County Community College District (Collin College or the “College”) and the Celina Independent School District (Celina ISD) hereby enter into the following Partnership Agreement (“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 Agreement applies to concurrent enrollment for dual credit only.

#### **STUDENT ELIGIBILITY**

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 or ACT. 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 Celina ISD to enroll. The College must be notified if students are receiving dual credit or if students are early admissions only.

Official high school transcripts are not required to participate in the Collin College Dual Credit Program. However, one may be required to demonstrate college readiness and to confirm academic information such as test scores, grade classification, vaccination, and other pertinent information.

#### **FACULTY SELECTION, SUPERVISION, AND EVALUATION**

All instructors will meet the minimum requirements to teach as specified by the SACSCOC.

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.

Embedded faculty are full-time high school teachers hired by Collin College as associate faculty to teach College courses during regular high school hours. During the college course time at the high school, embedded faculty are under the guidance of Collin College and must follow the guidelines and procedures of the College such as but not limited to, curriculum, FERPA, syllabus, college schedule, etc.

Faculty employed with the Celina ISD who teach a dual credit course under this Agreement outside of their regular duty hours with the Celina ISD 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 Celina ISD who teach a dual credit course under this Agreement as part of their regular duty hours with Celina ISD will not receive additional compensation from Collin College. All Dual Credit faculty qualifications outlined in this agreement still apply. Collin College will pay Celina ISD 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.

Dual Credit Embedded Faculty FAQs are attached as Appendix F.

#### **LOCATION OF CLASS AND STUDENT COMPOSITION OF CLASS**

Dual Credit courses may be taught on one of the College's campuses, at the high school, online, or at an agreed upon location. During Maymester and Wintermester terms, dual/concurrent credit students may enroll in one online course.

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.

#### **ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES**

Celina ISD 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 Celina ISD calendar is different from that of Collin College, Celina ISD will ensure that a classroom and facilities are available for the scheduled college class.

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.

Per HB1638, all dual credit students receive academic and/or college readiness advising as referenced in the attached Appendix A. Per SB 1277, Celina ISD designates the high school campus counselor as responsible for academic advising to students in the dual credit program.

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.

Courses listed in the attached Appendix B have been approved for the 2021-2022 academic year. A course equivalency crosswalk that identifies the number of credits that may be earned for each course completed through the dual credit program in the attached Appendix C has been approved for the 2021-2022 academic year. Programs listed in the attached Appendix D have been approved for the 2021-2022 academic year.

Additional courses may be added with approval from Celina ISD and Collin College. An addendum will be created if three or more additional courses are requested by Celina ISD.

### **COURSE CURRICULUM, INSTRUCTION, AND GRADING**

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.

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 average as determined by Celina ISD. 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.

Faculty are conscious of FERPA guidelines when communicating with students about grades. Grade information is not provided over the phone or via non-college e-mail. Currently grades of A, B, C, D, F, and I are awarded by faculty to each student on their college transcript. Grades of "I" are only temporary and must be resolved by the end of the next long semester. Numeric grades are also provided to Celina ISD. If a student withdraws from a course, a "W" will appear on the student's college transcript.

The Grade Appeals Process is available online: <http://www.collin.edu/studentresources/support/gradeappeal.html>.

Faculty will attend faculty meetings and other special meetings called by the division office as needed.

**TRANSCRIPTION OF CREDIT**

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

**FUNDING**

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

**APPROVAL SIGNATURES**

\_\_\_\_\_  
Dr. Tom Maglisceau, Superintendent  
Celina Independent School District

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

**APPENDIX A: HB 1638**

HB 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2), requires the THECB and the TEA to collaboratively develop statewide goals for dual credit programs in Texas. These goals provide guidance to institutions of higher education and independent school districts on components that must be in place to ensure quality dual credit programs are provided to Texas high school students. These statewide goals address enrollment in and acceleration through postsecondary education, performance in college-level coursework, and strong academic advising.

**Goal 1:** *ISDs and IHEs will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.*

Collin College's dual credit website is regularly updated with enrollment guidelines, policies, and program details. This includes ISD registration and payment deadlines, information session schedules, FAQs, forms and links to student resources.

Collin College provides dual credit information sessions each spring at all partnering high schools to potential students, parents and school counselors before students enroll into dual credit classes for fall.

On an annual basis, Collin College provides two dual credit update sessions to all HS counselors. These include updates on dual credit procedures, testing, ACCESS, as well as shared best practices from school districts. Collin College offers a yearly All-Star Counselor Conference for all local high school counselors. This event is hosted by Collin College's president to honor and reward high school counselors. Breakout sessions with relevant topics are provided and keynote speakers address current issues.

Collin College also uses marketing materials to help inform students and parents regarding the benefits of dual credit. The Mobile Go Center is utilized as well. The Mobile Go Center is a 42 foot air conditioned trailer equipped with laptop computers, televisions, a printer, and internet connectivity. It is used for dual credit admissions and registration events as well as promotional events. Collin College also has embedded College & Career Counselors at partnering high schools. The College & Career Counselors are part of a new initiative to support local school districts college and career readiness goals. They provide dual credit academic advising, orientations, workshops, and other related services as requested.

**Goal 2:** *Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.*

Collin College has embedded College & Career Counselors at partnering high schools. The College and Career Counselors are part of a new initiative to support local school districts college and career readiness goals. They provide dual credit academic advising, orientations, workshops, and other related services as requested.

**Goal 3:** *All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.*

All dual credit students receive academic and/or college readiness advising provided by Special Admissions Coordinators and College & Career Counselors. High school dual credit students have access to all college academic and student support services including, but not limited to, libraries, electronic library resources, writing centers, tutorial services, academic accommodations, assessment, admissions, and academic advisement. Per House Bill 5, Collin College also partners with local ISDs to develop and provide courses in college preparatory mathematics and English language arts to prepare students for success in entry-level college courses without the need for remedial or developmental coursework.

**Goal 4:** *Dual credit students' performance will meet or exceed the level of quality and rigor on subsequent courses.*

Collin College ensures 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 are upheld regardless of the student composition of the class.

Instructors teaching dual credit courses are required to meet the same standards, reviews, and approval procedures used by the College to select all college faculty. Faculty attend professional development opportunities provided by Collin College throughout the year.

**APPENDIX B: COURSES APPROVED FOR CELINA ISD/COLLIN COLLEGE DUAL CREDIT FOR THE 2021-2022 ACADEMIC YEAR.****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 1342 Elementary Statistical Methods**

Collection, analysis, presentation and interpretation of data and probability. Analysis includes descriptive statistics, correlation and regression, confidence intervals and hypothesis testing. Use of appropriate technology is recommended. Graphing calculator required. Lab required. Prerequisite: MATH 0314 with a grade of C or better, or MATH 0324 with a grade of C or better, or MATH 0342 with a grade of C or better, or MATH 0305, or MATH 0406, or meet TSI college-readiness standard for Mathematics; or equivalent. 3 credit hours.

### **NURA 1160 Clinical-Nursing Aide and Patient Care Assistant**

A health-related work-based learning experience that enables the student to apply specialized occupational theory, skills, and concepts. Direct supervision is provided by the clinical professional. Prerequisite: NURA 1301 or consent of Program Director. 1 credit hour.

### **NURA 1301 Nurse Aide for Health Care**

Knowledge, skills, and abilities essential to provide basic care to residents of long-term care facilities. Topics include resident's rights, communication, safety, observation, reporting and assisting residents in maintaining basic comfort and safety. Emphasis is on effective interaction

with members of the health care team, restorative services, mental health, and social service's needs. Lab required. 3 credit hours.

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**APPENDIX C: CROSSWALK APPROVED FOR CELINA ISD/COLLIN COLLEGE DUAL CREDIT FOR THE 2021-2022 ACADEMIC YEAR.**

2021-22 DUAL CREDIT CROSSWALK				
PEIMS Code	HS Dual Credit Course Title	Possible HS Credit 0.5 = 1 sem 1.0 = 1 year	Collin College Course Title	College Hours
<b>English for Dual Credit</b>				
03220300	English 3	1	Composition I (ENGL 1301)	3
			Composition II (ENGL 1302)	3
03220400	English 4	1	World Literature I (ENGL 2332)	3
			World Literature II (ENGL 2333)	3
<b>Mathematics for Dual Credit</b>				
03102530	Statistics	1	Elementary statistical Methods (MATH 1342)	3
03102500	Independent Study of Math	0.5	College Algebra (MATH 1314)	3
<b>Social Studies for Dual Credit</b>				
03340100	United States History Studies since 1877	0.5	United States History I (HIST 1301)	3
	United States History Studies since 1877	0.5	United States History II (HIST 1302)	3
03310300	Economics with Emphasis on Free Enterprise	0.5	Principles of Macroeconomics (ECON 2301)	3
03330100	United States Government	0.5	Federal Government (GOVT 2305)	3
<b>Health Sciences</b>				
13020300	Medical Terminology	1	Medical Terminology (HITT 1305)	3
13020800	Pathophysiology	1	Pathophysiology (HPRS 2301)	3

**APPENDIX D: PROGRAMS APPROVED FOR CELINA ISD/COLLIN COLLEGE DUAL CREDIT FOR THE 2021-2022 ACADEMIC YEAR.****Associate of Arts (AA) Degree**

The following requirements must be met for an Associate of Arts (AA) award:

1. Earn a minimum of 60 college-level credit hours.
2. Earn a minimum cumulative grade point average (GPA) of 2.0
3. Complete the general education core curriculum of 42 credit hours.
4. Complete a minimum of 18 additional credit hours of degree requirements and electives that are specified on each program's page.
5. Earn a minimum of 18 credit hours at Collin College.

**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).

**APPENDIX E: 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 Celina ISD 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 Celina 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 Designated 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 It is agreed that either party may terminate this Agreement effective thirty (30) days after the receipt of written notification.

## APPENDIX F: DUAL CREDIT EMBEDDED FACULTY FAQs

### **What are Embedded Faculty?**

Embedded faculty are full-time high school teachers hired by Collin College as associate faculty to teach College courses during regular high school hours. During the college course time at the high school, embedded faculty are under the guidance of Collin College and must follow the guidelines and procedures of the College such as but not limited to, curriculum, FERPA, syllabus, college schedule, etc.

### **What are the necessary qualifications?**

All faculty credentials are consistent with Collin College and the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) Guidelines for Faculty Credentials, the Texas Administrative Code Section 7.4(11) (Appendix A), and program-level accrediting agency requirements that apply. Faculty teaching transfer courses require a master's degree with 18 graduate hours in the discipline.

Faculty teaching in workforce programs must meet the requirements found in the Texas Higher Education Coordinating Board Guidelines ([www.theccb.state.tx.us/reports/pdf/3378.pdf#page=8](http://www.theccb.state.tx.us/reports/pdf/3378.pdf#page=8))

Faculty in these programs may have a bachelor's degree in the teaching discipline, an associate's degree, a certificate, or professional work experience that demonstrates competencies in the teaching discipline as required by the specific program. Other demonstrated competencies and achievements that contribute to effective teaching and successful student learning outcomes are also considered during the hiring process. For all cases, Collin College provides justifying documentation of the qualifications of its faculty.

Collin College faculty credential requirements are the same, regardless of location, time of day, day of the week or modality of the course to be taught. Collin College does not distinguish, for the purpose of faculty qualifications, between full-time or associate (part-time) positions. After being hired, faculty who wish to teach distance learning sections of a course are required to participate in online training modules prior to receiving an assignment in that modality.

### **What are the expectations for Embedded Faculty in the classroom?**

As Collin College associate faculty, embedded faculty are responsible for fulfilling all regular duties and responsibilities of all college faculty, including, but not limited to: maintaining college-level rigor in all instructional practices, utilizing a Canvas shell for each course, developing a course syllabus and calendar of assignments, certifying rosters, following FERPA regulations, providing mid-term and final numerical grades to the Dual Credit Office, posting

final course grades in the college's student management system, and responding promptly to emails, request and due dates sent by the offices of academic affairs.

**How is the compensation dispersed?**

Faculty employed with the school district who teach a dual credit course as part of their regular duty hours with the school district will not receive additional compensation from Collin College. All dual credit faculty qualifications outlined in the agreed terms still apply. Collin College will pay the school district the equivalent of the current associate faculty rate of pay and dual credit stipend for each course taught by an embedded faculty member.

Faculty employed with the school district who teach a dual credit course outside of their regular duty hours with the school district will be paid the current associate faculty rate of pay for services rendered under the agreed terms in accordance with Collin College's faculty compensation plan.

**How does scheduling work?**

Embedded faculty will work with the appropriate Associate Deans/Director and their high school regarding class schedules during the high school day.

**How does evaluation of Embedded Faculty work?**

The College will select, supervise, and evaluate all faculty employed by Collin College, including embedded faculty. Embedded faculty teaching dual credit courses will be evaluated through class observations and student evaluations in the same manner as all college faculty.

**What if an Embedded Faculty member must be absent from class and wants a substitute to meet the class?**

The embedded faculty member should follow the high school's absence procedure, but must also contact their Collin College supervisor (Associate Dean/Director) to inform them that they will be absent and would like a substitute. In the class period where the college curriculum is covered, a credentialed College employee can meet the class and provide instructional coverage. This must be arranged in advance of the absence.

**What happens if the teacher leaves the district in the middle of the semester?**

The College will work to find a qualified faculty to teach the remainder of the course in the same medium as originally agreed. If this is not an option, Collin will work with the district to find another reasonable solution.

**Who provides 504 accommodations?**

Students who receive accommodations from the ISD may be eligible for accommodations from Collin College; however, their accommodations from the ISD are not applicable to the college classroom. Students must contact the College's ACCESS office and be evaluated by a case officer and presented with an accommodation letter from the College. The student must self-identify her/himself as needing accommodations, present a copy of the letter to the instructor, and discuss with the professor specific accommodations she/he wishes to employ in the class.

**What is the protocol if there are issues/concerns/questions with the assigned Embedded Faculty during the college course?**

The high school Principal or Assistant Principal will collaborate with the appropriate Collin College Associate Dean or Director and the P-12 Partnerships office to develop an equitable solution that supports the needs of both educational entities and the best interests of the student.



# Waivers

## 2021-2022 Application for Foreign Exchange Student Waiver (Less Than 5 per High School)

Waiver ID: 63159

### Application Information

**Category:** General

**Creator:** john Mathews, District Editor

**Status:** Draft

**Creation Date:** 8/11/2021

**Approving Superintendent:**

**Assigned To:** john Mathews

### LEA Contact

**Full Name:** JOHN MATHEWS

**Phone:** (469) 742-9100 Ext: 1107

**Email:** johnmathews@celinaisd.com

### LEA Information

**LEA:** CELINA ISD (043903)

**Address:** 205 S COLORADO, CELINA, TX 75009-0188

**Phone:** (469) 742-9100

### Date of LEA Board of Trustees Approval

**Date:**

### Special Instructions

The waiver is subject to the provisions in the guidelines and FAQ.

<https://tea.texas.gov/texas-schools/waivers/state-waivers/state-waiver-types-general#Foreign>

Pursuant to TEC §25.001(e) this general waiver allows the district to limit the number of foreign exchange students to a number that is less than five per high school. An application to limit the number to five or more per high school must be submitted as an expedited waiver.

### Waiver Details

**Number of Students Requested:** 3

### General Questions

#### 1. Give a brief narrative description of the requested waiver.

The waiver is subject to the provisions in the guidelines and FAQ. Pursuant to TEC 25.001(e) this general waiver allows the district to limit the number of foreign exchange students to a number that is less than five per high school. An application to limit the number to five or more per high school must be submitted as an expedited waiver.

#### 2. Does the district or campus plan reflect the need for this waiver? If yes, what is the specific objective impacted by the waiver?

Yes. Student/teacher ratio, financial burden, greater competition for resources would be impacted.

#### 3. Cite the section(s) of the Texas Education Code or the Texas Administrative Code that the district or campus wishes to waive.

TEC Subchapter A 25.001 (e) (1) (2) (3)

**4. Describe the plan to be implemented, if the waiver is granted.**

If the waiver is granted, CISD will be looking to facilitate foreign exchange students each year, but would want to limit the number to 3 each school year of the 3 year waiver. The acceptance plan will include continued partnerships with certified, reputable, national organizations. CISD will work with these organizations to obtain Biographical information, establish host family interviews, and make the acceptance decisions based upon what would be in the best interest of the student and the host family.

**5. How will granting this waiver help achieve the district's or campus' objective?**

By granting this waiver, it will assist CISD in all three areas as identified in question number 2 which is reflected again in TEC Subchapter A 25.001 (e) (1) (2) (3).

**6. Please explain how the school district or campus will evaluate the impact of the waiver towards meeting the district's or campus' goal.**

The evaluation process that CISD will implement is to look at historical data from the past few years and compare that to the data in the same courses when the number of foreign exchange students are limited at the high school campus to the domestic students during the same time frame and same courses. By using this evaluation process it will give the district the data to make educated decisions on whether to change its philosophy of allowing additional students when the 3 year period expires.

**Requested Years**

2021-2022  
2022-2023  
2023-2024

**LEA Attachments (0)**

There are no LEA attachments.

**FACILITIES DEVELOPMENT AGREEMENT  
BETWEEN THE CITY OF CELINA, TEXAS AND CELINA INDEPENDENT  
SCHOOL DISTRICT**

This Facilities Development Agreement (the “**Agreement**”) is made and entered into as of this the \_\_\_\_ day of \_\_\_\_\_, 2021 by and between the City of Celina, Texas, a home-rule municipality (hereinafter referred to as the “**City**”) and the Celina Independent School District, a political subdivision of the State of Texas (hereinafter referred to as the “**District**”), each a “**Party**” and together hereinafter known as the “**Parties**”.

**RECITALS:**

**WHEREAS**, the City and the District are authorized to enter into this Agreement pursuant to the laws of the State of Texas, including but not limited to Chapter 212, Subchapter G, of the Texas Local Government Code; and

**WHEREAS**, the District owns, or intends to acquire, certain property in the City’s extraterritorial jurisdiction, which is depicted and described in **Exhibit A**, attached hereto and incorporated herein for all purposes (the “**New School Property**”), on which it desires to construct a middle school; and

**WHEREAS**, the New School Property will require the construction of roadways, sidewalks and utilities, including water and wastewater lines, to service the District’s new middle school on the New School Property; and

**WHEREAS**, the District has the capability to install the required roadways, sidewalks and utilities to service the New School Property, and in exchange asks for certain considerations from the City; and

**WHEREAS**, the District currently uses the C-Town Property (as defined below) for the educational purposes of the District; and

**WHEREAS**, the District is the owner of the C-Town Property; and

**WHEREAS**, City and District agree and understand that this Agreement shall not be effective until the City Council and District Board of Trustees have approved this Agreement at public meetings called and held for this purpose (the date of the obtaining of the last of the foregoing approvals is hereinafter referred to as the “**Effective Date**”); and

**WHEREAS**, the Parties wish to enter into this Agreement to delineate the rights and duties of the City and the District in relation to the public improvements to serve the New School Property and the development of the C-Town Property as a public park, recreation and event space.

**NOW, THEREFORE**, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to establish a framework of cooperation for each of the Parties to provide mutual support, cooperation, and assistance to develop the New School Property and Traditions Park to the mutual benefit of the Parties.

2. Recitals. The recitals contained in this Agreement (a) are true and correct as of the Effective Date, (b) form the basis upon which the Parties negotiated and entered into this Agreement, (c) reflect the final intent of the Parties with regard to the subject matter of this Agreement, and (d) constitute a legislative finding by the City Council and District's Board of Trustees. In the event it becomes necessary to interpret any provision of this Agreement, the intent of the Parties, as evidenced by the recitals, shall be taken into consideration and, to the maximum extent possible, given full effect.

3. Term; Termination. This Agreement shall continue for a term of forty-five (45) years ("Term"). This Agreement may only be terminated by mutual agreement of the Parties.

4. City's Obligations. At its sole cost, the City agrees to undertake the following:

A. Water Lines. The City shall, or has, install underground water lines to serve the New School Property in a manner depicted and described in **Exhibit B**, attached hereto and incorporated herein for all purposes (the "Water Lines"). The design, installation, maintenance, and repair of the Water Lines are exclusively that of the City's. The City shall complete the Water Lines before the District receives a certificate of occupancy for the middle school.

B. Zoning. Following annexation of the New School Property, the City zoned the New School Property as Community Facilities zoning district.

5. District's Obligations. At its sole cost, the District agrees to undertake the following:

A. Annexation. **THE DISTRICT CONSENTED TO THE FULL PURPOSE ANNEXATION UNDER STATE LAW OF THE NEW SCHOOL PROPERTY INTO THE CORPORATE LIMITS OF THE CITY, WHICH THE CITY HAS COMPLETED, AND THE DISTRICT WAIVES ALL OBJECTIONS, ELECTIONS, AND PROTESTS OF SUCH ANNEXATION. THIS AGREEMENT SHALL SERVE AS THE VOLUNTARY PETITION OF THE DISTRICT FOR FULL PURPOSE ANNEXATION OF THE NEW SCHOOL PROPERTY.**

B. C-Town Property. District owns the land labeled as CAD parcel ID 988630, with a legal description of Celina Original Donation, Block 67, Lot 1, and CAD parcel ID 988649, with a legal description of Celina Original Donation, Block 67, Lot 2, and all improvements thereon, generally located on East Pecan Street between North Arkansas Street, East Walnut Street and North Texas Drive as reflected in **Exhibit C** (the "C-Town Property"). Within sixty (60) days of the Effective Date of this Agreement, the District agrees to convey the C-Town Property to the City by deed, which conveyance instrument shall be acceptable to the City. City and District shall enter into a written lease agreement for the C-Town Property, the form and other terms of which shall be reasonably agreed upon by City and District, but which shall contain the following terms: (a) District shall pay City rent of One Dollar (\$1.00) per annum; (b) District shall be

responsible for maintaining and insuring the C-Town Property; and (c) City may terminate the lease with 12-months' notice to District when City is preparing to build Traditions Park (which name of said park may be changed).

C. County Road 99. The District shall be responsible for installing any required railroad crossing safety equipment at the corner of CR 99 and N. Louisiana Dr., including but not limited to flashing lights, gates, crossbucks, sirens, and road grading. The District shall also be responsible for installing road improvements with a minimum width of twenty-four (24) feet to CR 99, left and right turn lanes, and any striping of traffic lanes required by City Regulations (as defined below) as a result of the increased traffic to the New School Property, and the City shall contribute \$150,000.00 towards the costs therefore. City agrees that the road immediately adjacent to the New School Property on the south side of the New School Property known as Country Road 99 does not have to be concrete as required by the City Regulations, but may be asphalt as approved by the City Engineer. Plans and specifications for the railroad crossing safety equipment and road improvements described in this paragraph shall be subject to the reasonable approval of the District.

D. Louisiana St./Business 289. In lieu of the District escrowing funds with the City for future concrete right and left turn lanes on Louisiana St./Business 289, as required by City Regulations, the District may construct the northbound right turn lane and southbound left turn lane using asphalt so long as the construction plans are approved by the City Engineer. The City agrees that the District may delay the commencement of construction of the northbound right turn lane until the District obtains a building permit from the City for a new elementary school to be located adjacent to, near or on the New School Property, and said northbound right turn lane must be completed before the new elementary school can receive a certificate of occupancy from the City.

E. Marilee CCN Decertification and Temporary Service. The District shall cooperate with the City in the City's acquisition of Marilee Special Utility District's ("**Marilee**") Certificate of Convenience and Necessity ("**CCN**") for the New School Property, which costs of acquisition shall be paid by the City. The District and the City may enter into a temporary agreement with Marilee to provide water service, with fire flow as approved by the City's Fire Marshal, until the New School Property is certified into the City's CCN, but such agreement shall terminate upon certification.

F. Easements and Rights-of-Way. The District, upon reasonable review and approval of the types, locations, and specifications, shall dedicate and convey all easements and rights-of-way needed on the New School Property for roads, drainage and public utilities, including but not limited to the Water Lines, to the City at no charge to the City. \_

G. Water and Wastewater Facilities. District shall be responsible for designing and constructing all onsite and offsite water and wastewater facilities necessary to serve the New School Property, other than the Water Lines. Within thirty (30) days of the issuance to the District by the City of a certificate of occupancy for a middle school on the New

School Property, City shall pay Three Hundred Thousand Dollars (\$300,000.00) to District towards the costs of said water and wastewater facilities.

H. Sidewalks. The City agrees that the District may delay the commencement of construction of required sidewalks along Louisiana St./Business 289 for the New School Property until the District obtains a building permit from the City for a new elementary school to be located adjacent to, near or on the New School Property, and said sidewalks must be completed before the new elementary school can receive a certificate of occupancy from the City.

6. City Standards.

6.1 Full Compliance with City Standards.

A. Development of the New School Property shall be subject to any ordinance, rule, regulation, standard, policy, order or guideline adopted or enforced by the City, as amended (the “**City Regulations**”) and uniform engineering design standards, as amended, to the extent such City Regulations and uniform engineering design standards are enforceable under Texas law.

B. Building permits and certificates of occupancy shall be required for improvements on the New School Property using the procedures and standards contained in the City Regulations. Permits will not be issued for permit applications that do not comply with the terms of this Agreement. The City will not be held liable for withholding permits under this section.

C. Notwithstanding anything herein to the contrary, all building elevations and exterior materials used for improvements constructed on the New School Property shall substantially conform to the elevations and materials depicted in **Exhibit D**, attached hereto and incorporated for all purposes.

D. All public infrastructure, including but not limited to water, wastewater, drainage, and roadways, shall be dedicated to the City, and upon acceptance by the City of the water and wastewater improvements, the City shall be the retail provider of such services.

E. The District shall submit to the City for approval a plan for landscaping the New School Property. In the alternative, the District agrees to follow the landscaping standards established in the City Regulations, for non-residential development.

6.2 Approval of Plats/Plans/Replat. Approval of plats, permits, plans, designs, or specifications by the City shall be in accordance with the City Regulations to the extent such City Regulations are enforceable under Texas law. Approval by the City, the City Engineer or other City employee or representative, as applicable, of any plats, permits, plans, designs or specifications submitted by the District pursuant to this Agreement or pursuant to the City Regulations shall not constitute or be deemed to be a release of the responsibility and liability of the District, its engineer, employees, officers or agents for the accuracy and competency of their design and specifications. Further, any such approvals shall not be deemed to be an assumption of such responsibility and liability by the City for any defect in the design and specifications prepared by the District or the District’s engineer, or engineer’s officers, agents, servants or

employees, it being the intent of the Parties that approval by the City Engineer signifies the City's approval on only the general design concept of the improvements to be constructed. All plats and plans of the District related to the New School Property shall meet the requirements of the City Regulations to the extent such City Regulations are enforceable under Texas law. The District may submit a replat for all or any portion of the New School Property.

6.3 Vested Rights. This Agreement shall constitute a "permit" under Chapter 245 of the Texas Local Government Code that is deemed filed with the City on the Effective Date.

6.4 Building Codes, Fire Codes and Building Materials. *As consideration for the capital improvements and cost-sharing provided by the City, District has consented to and requested, and the Parties agree, that the City-adopted building codes and local amendments as subsequently amended, the City-adopted fire codes and local amendments as subsequently amended, and the City's building material regulations contained in the zoning ordinance and in other City ordinances, all as subsequently amended, to apply to the New School Property, and voluntarily agrees to burden the New School Property with their applicability, despite Texas Government Code Chapter 3000, effective September 1, 2019, as it presently exists or may be subsequently amended. The Parties further acknowledge and agree that the terms, provisions, covenants, and agreements contained in, or referenced in, this paragraph are covenants that touch and concern the New School Property and that it is the intent of the Parties that such terms, provisions, covenants, and agreements shall run with the New School Property and shall be binding upon the Parties hereto, their successors and assigns, and all subsequent owners of the Property. Should any amendment to the building material regulations contained in the zoning ordinance and in other city ordinances be held to be invalid by a court of competent jurisdiction, the Parties agree that the building material regulations in effect on August 1, 2019 shall then touch and concern the New School Property and be binding upon the Property. To the extent any other provision in this Agreement is in conflict with this Section 6.4, this Section 6.4 shall control.*

6.5 Conflicts. In the event of any conflict between this Agreement and any City Regulation, this Agreement, including any exhibit or attachment, shall control unless otherwise stated herein.

## 7. General Provisions.

A. Notices. All notices required to be contemplated by this Agreement (or otherwise given in connection with this Agreement) (a "**Notice**") shall be in writing, shall be signed by or on behalf of the Party giving the Notice, and shall be effective on the earlier of (a) on the third (3<sup>rd</sup>) day after being deposited with the United States mail service, Certified Mail, Return Receipt Requested with a confirming copy sent by facsimile or email, (b) on the day delivered by a private delivery or private messenger service (such as FedEx or UPS) as evidenced by a receipt signed by any person at the delivery address (whether or not such person is the person to whom the Notice is addressed), or (c) on the day actually received by the person to whom the Notice is addressed, including, but not limited to, delivery in person, delivery by regular mail, delivery by facsimile (with a confirmation copy sent by regular mail), or delivery by email (with a confirming copy sent by one of the other methods set forth herein). Notices given pursuant to this Section shall be addressed as follows:

To the City: City of Celina  
142 North Ohio Street  
Celina, Texas 75009  
Attention: City Manager  
Telephone: (972) 283-2682  
Facsimile: (972) 382-3736  
Email: [jlaumer@celina-tx.gov](mailto:jlaumer@celina-tx.gov)

With a copy to: Julie Fort  
Messer, Fort & McDonald, PLLC  
6371 Preston Road, Suite 200  
Frisco, Texas 75034  
Telephone: (972) 668-6400  
Email: [julie@txmunicipallaw.com](mailto:julie@txmunicipallaw.com)

To the District: Celina Independent School District  
Attention: Superintendent  
205 S. Colorado Street  
Celina, Texas 75009

With a copy to: Chris Zillmer  
Celina ISD Lawyer  
Abernathy, Roeder, Boyd & Hullett, PC  
1700 Redbud Blvd., Suite 300  
McKinney, Texas 75069  
Telephone: (214) 544-4000  
Email: [czilmer@abernathy-law.com](mailto:czilmer@abernathy-law.com)

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least ten (10) days written notice to the other Party. If any date or any period provided in this Agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

B. Governmental Immunity. This Agreement is made for the express purpose of installing public infrastructure and improving publicly owned property, which purposes are governmental functions. Neither the City nor the District waive sovereign, statutory, or other immunity. Notwithstanding the foregoing, and only to the extent permitted by law, the District shall indemnify and hold harmless the City, and its officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature, which are caused by or result from any negligent act or omission of the District in performing its obligations hereunder. Notwithstanding

the foregoing, and only to the extent permitted by law, the City shall indemnify and hold harmless the District, and its officers, agents, and employees, from and against any and all claims, actions, suits, liability, loss, costs, expenses, and damages of any nature, which are caused by or result from any negligent act or omission of the City in performing its obligations hereunder.

C. Current Revenues. Each Party shall make any payments or expenditures under this Agreement out of the current revenues available to the Party in any given year of this Agreement.

D. Entire Agreement; Amendment. This Agreement contains the entire agreement of the Parties with respect to the matters covered by this Agreement, and no other agreement, statement, or promise made by either Party, or to any employee, officer, or agent of either Party, which is not contained in this Agreement shall be binding or valid. This Agreement may not be altered, amended, or modified except in writing and approved by the City Council and District Board.

EXECUTED by the City and the District to be effective on the Effective Date.

**CITY OF CELINA**

\_\_\_\_\_  
Sean Terry, Mayor

ATTEST:

\_\_\_\_\_  
Vicki Tarrant, City Secretary

**CELINA INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Dr. Tom Maglisceau, Superintendent

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_, Secretary

**Exhibit A**  
**Legal Description and Depiction of New School Property**

**BEING** a 75.3364 acre tract of land situated in the Wade H. Ratton Survey, Abstract No. 753, Collin County, Texas, said 75.3364 acre tract of land being a portion of a call 640 acre tract of land conveyed to **MOSES HUBBARD** and **MARY JANE HUBBARD** by deed thereof filed for record in Volume 29, Page 486, Deed Records, Collin County, Texas (D.R.C.C.T.), said 75.3364 acre tract being herein more particularly described by metes and bounds as follows:

**BEGINNING** at mag nail with washer stamped “SPOONER 5922” set (hereinafter referred to as a mag nail set) at the southwest property corner of the said 640 acre tract, same being the northeast property corner of a called 5.006 acre tract of land conveyed to Peter S. Boidock and Mary Joan Boidock by deed recorded in Volume 2485, Page 575, D.R.C.C.T., said beginning point being the northwest property corner of a called 129.4 acre tract of land conveyed to Denise Lynn Willard by deed recorded in Volume 5476, Page 394, D.R.C.C.T., said beginning point also being at the approximate intersection of the centerline of Business Highway 289, being a variable width public right-of-way by use and occupation with the centerline of County Road 99, also being a variable width public right-of-way by use and occupation;

**THENCE**, North 00°01'09" West, along the west property line of the said 640 acre tract and with said Business Highway 289, at a distance of 169.00 feet passing the most easterly southeast property corner of a called 112.703 acre tract of land conveyed to Ariana, LLC by deed recorded in Instrument Number 20180730000947040, Official Public Records, Collin County, Texas (O.P.R.C.C.T.), continuing along the said west property line, with said Business Highway 289 and along the east property line of the said 112.703 acre tract, in all a total distance of 1,259.94 feet to a mag nail set at the northwest property corner of the herein described tract, from which a ½” iron rod found at the northeast property corner of a called 153.177 acre tract of land conveyed to Chi Chu Chan, Tsun Huei Chan and Yen Tea Chan by deed recorded in Instrument Number 20091217001510900, O.P.R.C.C.T., bears North 00°01'09" West 1,977.87 feet;

**THENCE**, North 89°33'02" East, departing the said west property line and said Business Highway 289, over and across the said 640 acre tract, 2,744.00 feet to a 5/8” iron rod with cap stamped “SPOONER 5922” set on the northwest property line of a called 10.9 acre tract of land conveyed to Sam Lazarus by deed recorded in Volume 104, Page 551, D.R.C.C.T., said 10.9 acre tract being a 100 feet wide railroad right-of-way that is currently owned and operated by the Burlington Northern Santa Fe Railway Company.

**THENCE**, South 12°25'52" West, along the said northwest property line, 1,292.43 feet to a mag nail set on the south property line of the said 640 acre tract, said mag nail set being the northwest property corner of a called 5.9 acre tract of land conveyed to Sam Lazarus by deed recorded in Volume 104, Page 559, D.R.C.C.T., said 5.9 acre tract being a 100 feet wide railroad right-of-way that is currently owned and operated by the Burlington Northern Santa Fe Railway Company, said mag nail set being in the said centerline of County Road 99;

**THENCE**, South 89°33'02" West, along the said south property line of the 640 acre tract, along the north property line of the said 129.4 acre tract and with the said centerline of County Road 99,

2,465.35 feet to the Point of Beginning containing **75.3364 acres (3,281,652 square feet)** of land more or less.

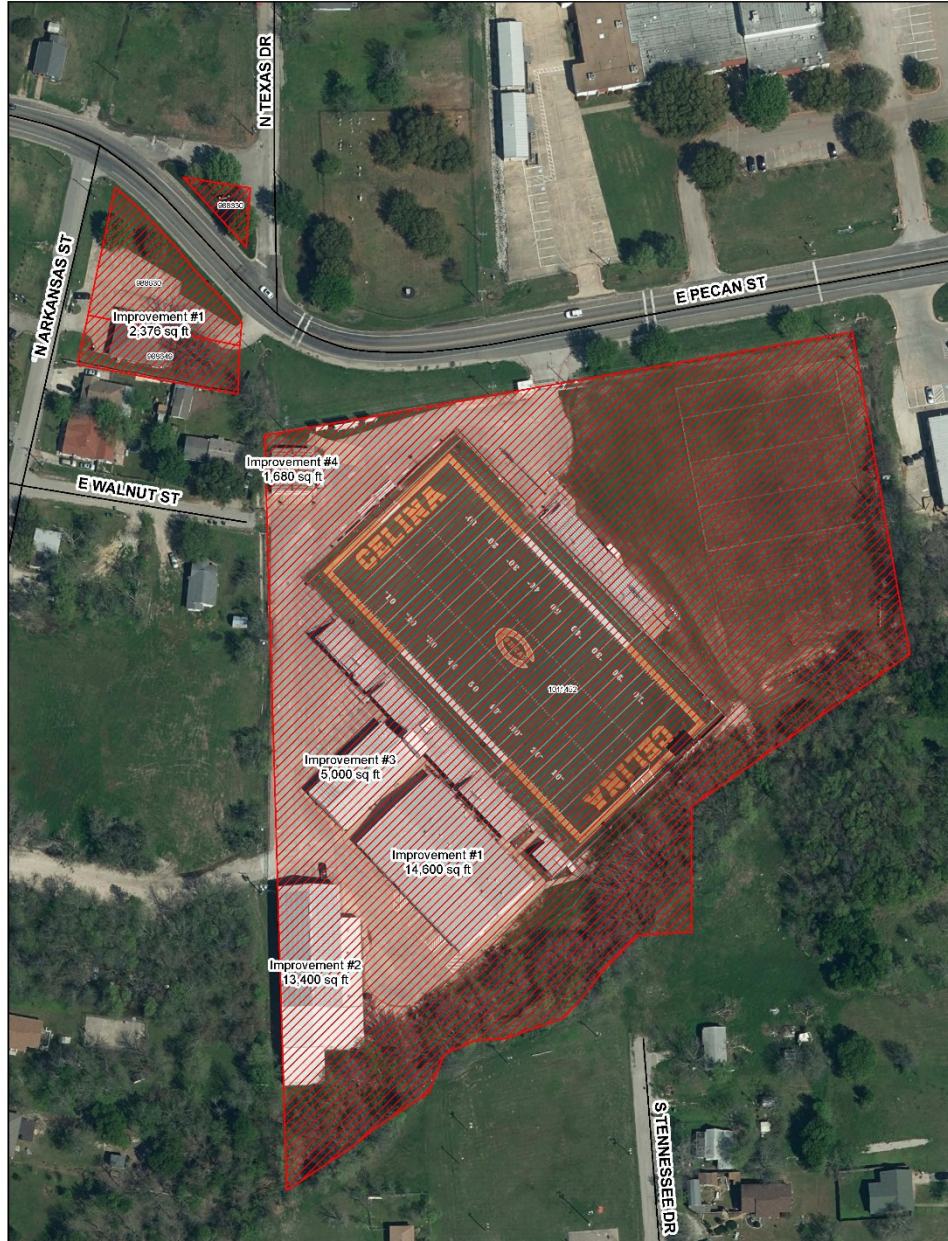






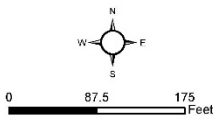
## Exhibit B Water Lines



## Exhibit C Improvements



Prop ID	Owner	Address	City	State	Zip	Market	Appraised	Improvements	Acres
988630	CELINA ISD	205 S COLORADO ST	CELINA	TX	75009-6441	\$ 45,800	\$ 45,800	\$ 18,122	0.32
988649	CELINA ISD	205 S COLORADO ST	CELINA	TX	75009-6441	\$ 175,507	\$ 175,507	\$ 156,593	0.18
1011452	CELINA ISD	205 S COLORADO ST	CELINA	TX	75009-6441	\$ 1,586,585	\$ 1,586,585	\$ 1,232,885	7.91

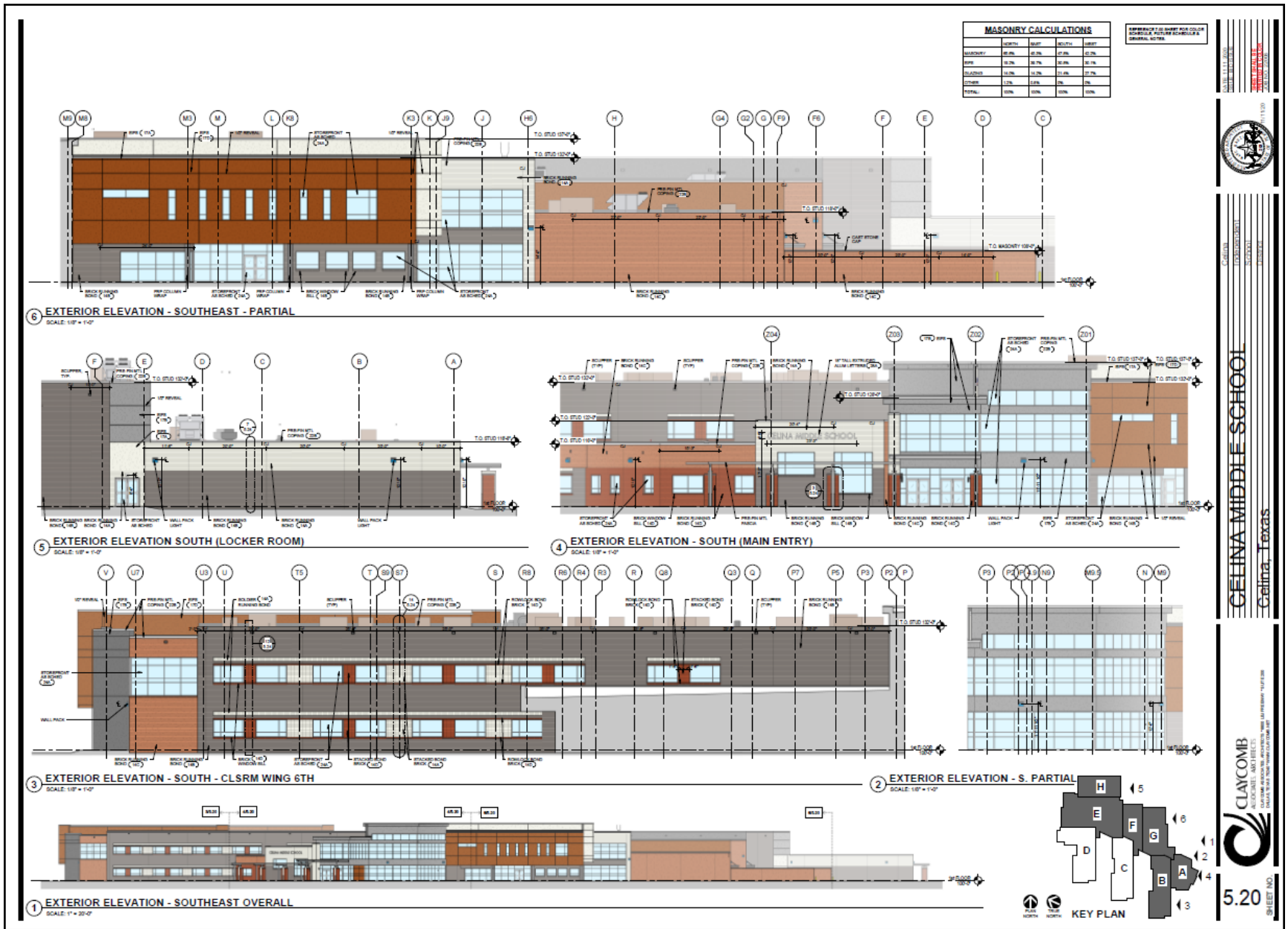
	<h3>CISD Property</h3> <p>Date: 11/2/2020</p>	<p><b>Legend</b></p> <p>— Roads</p> <p> Subject Property</p>	
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**GENERAL LIST OF IMPROVEMENTS TO BE CONVEYED TO CITY:**

- 2,367 square foot building

**Exhibit D**  
**Building Elevations**

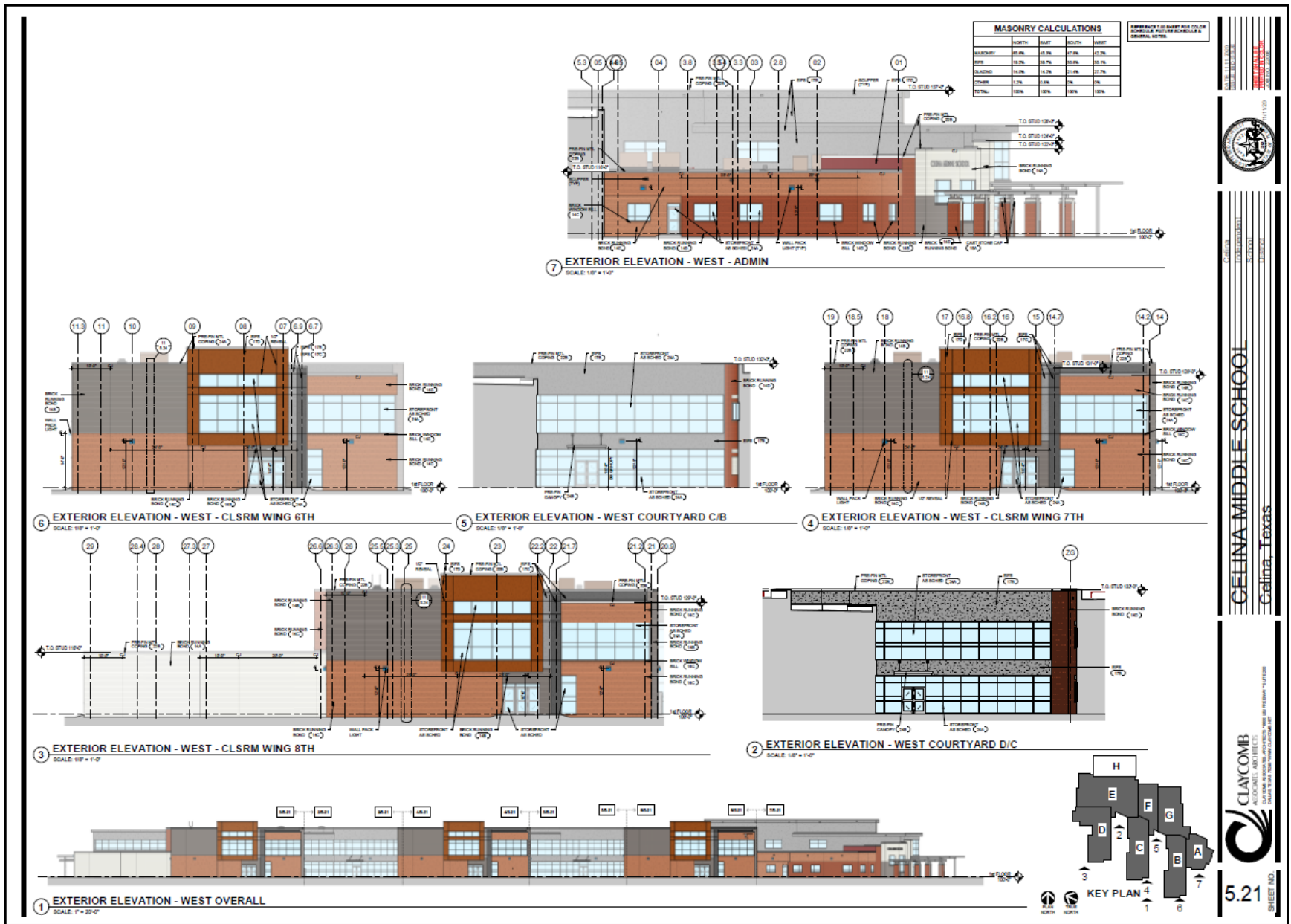


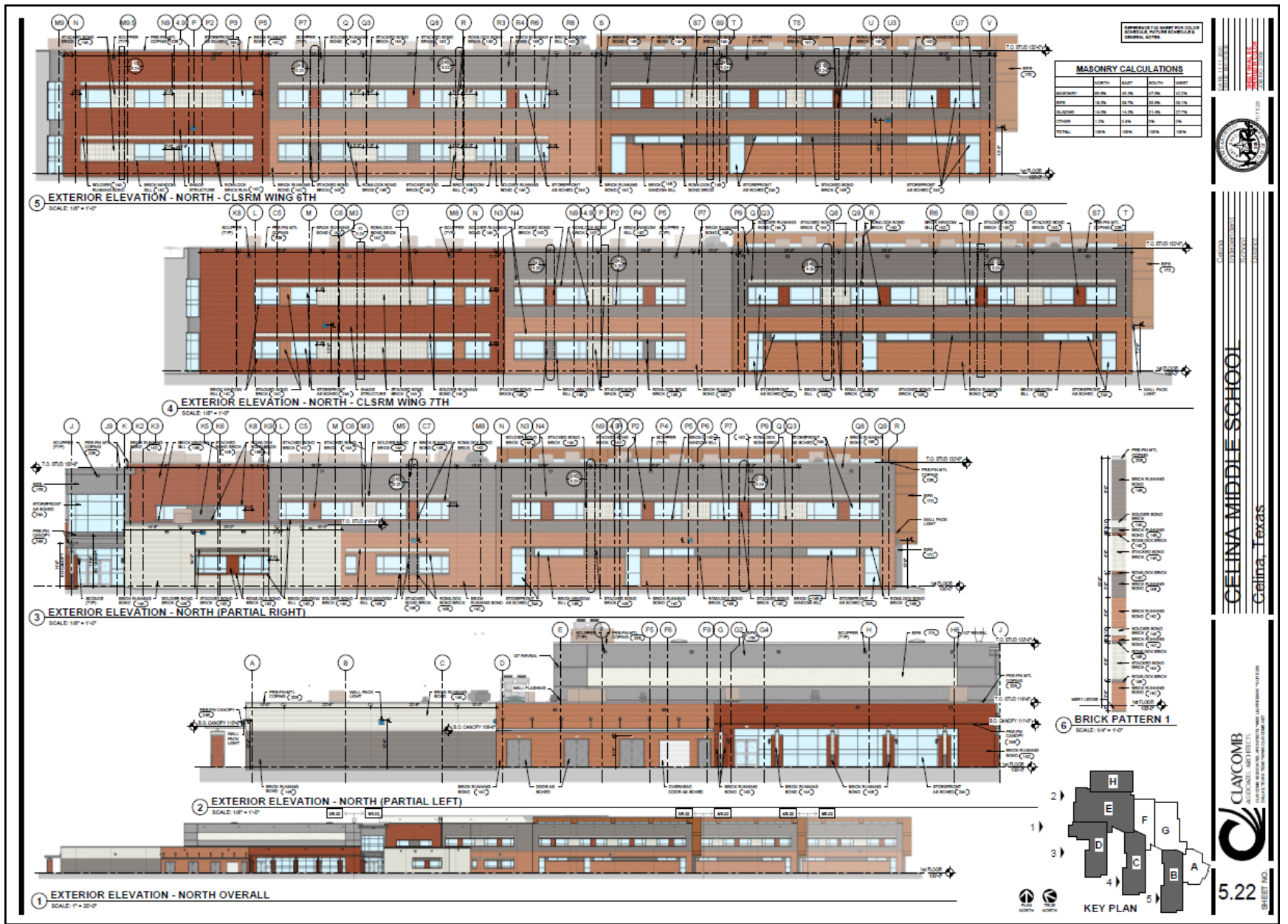


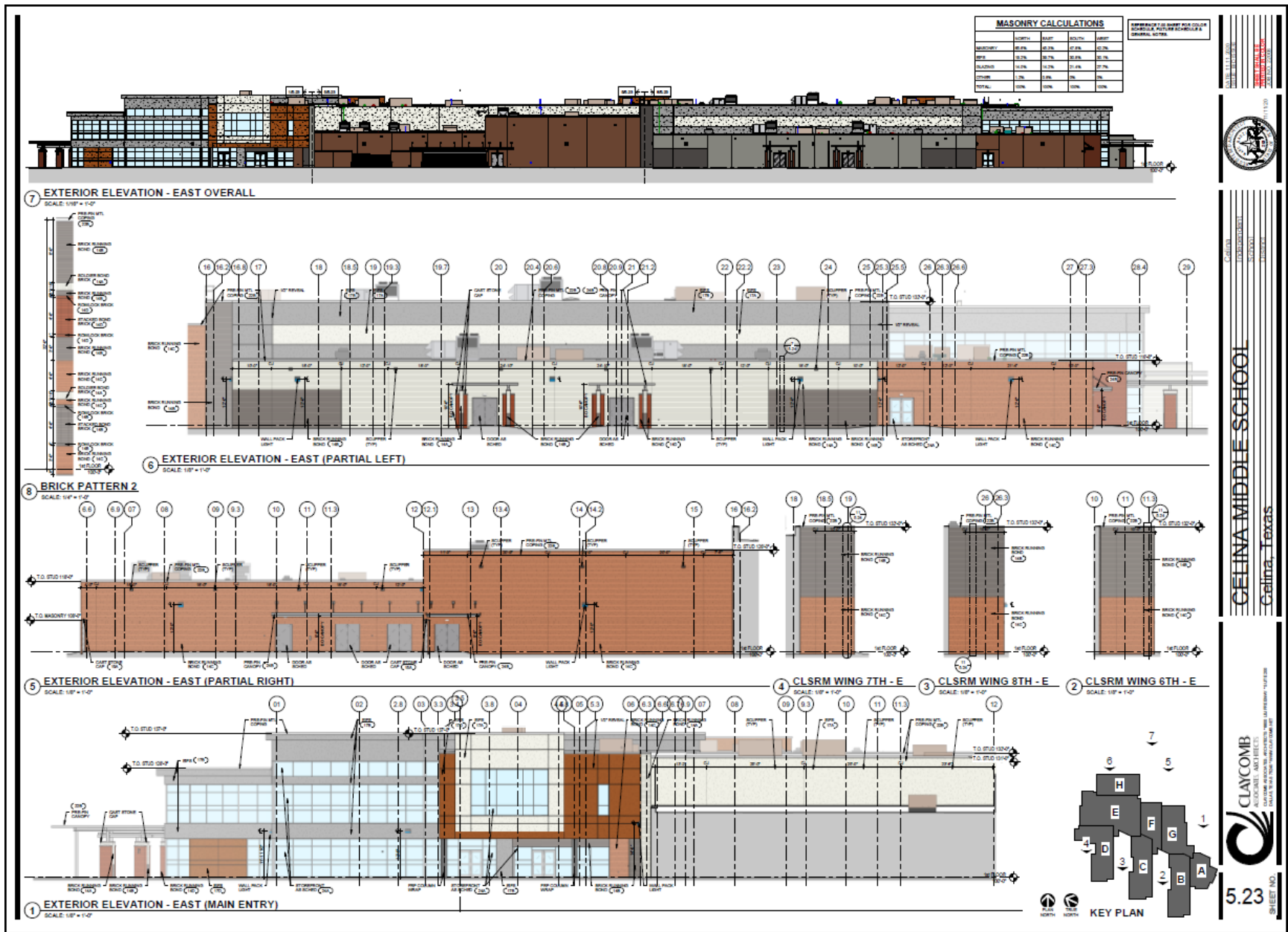
DATE: 11/11/2016  
 TIME: 10:46:46 AM  
 PROJECT: CELINA MIDDLE SCHOOL  
 SHEET NO.: 5.20

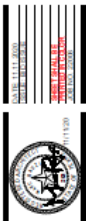
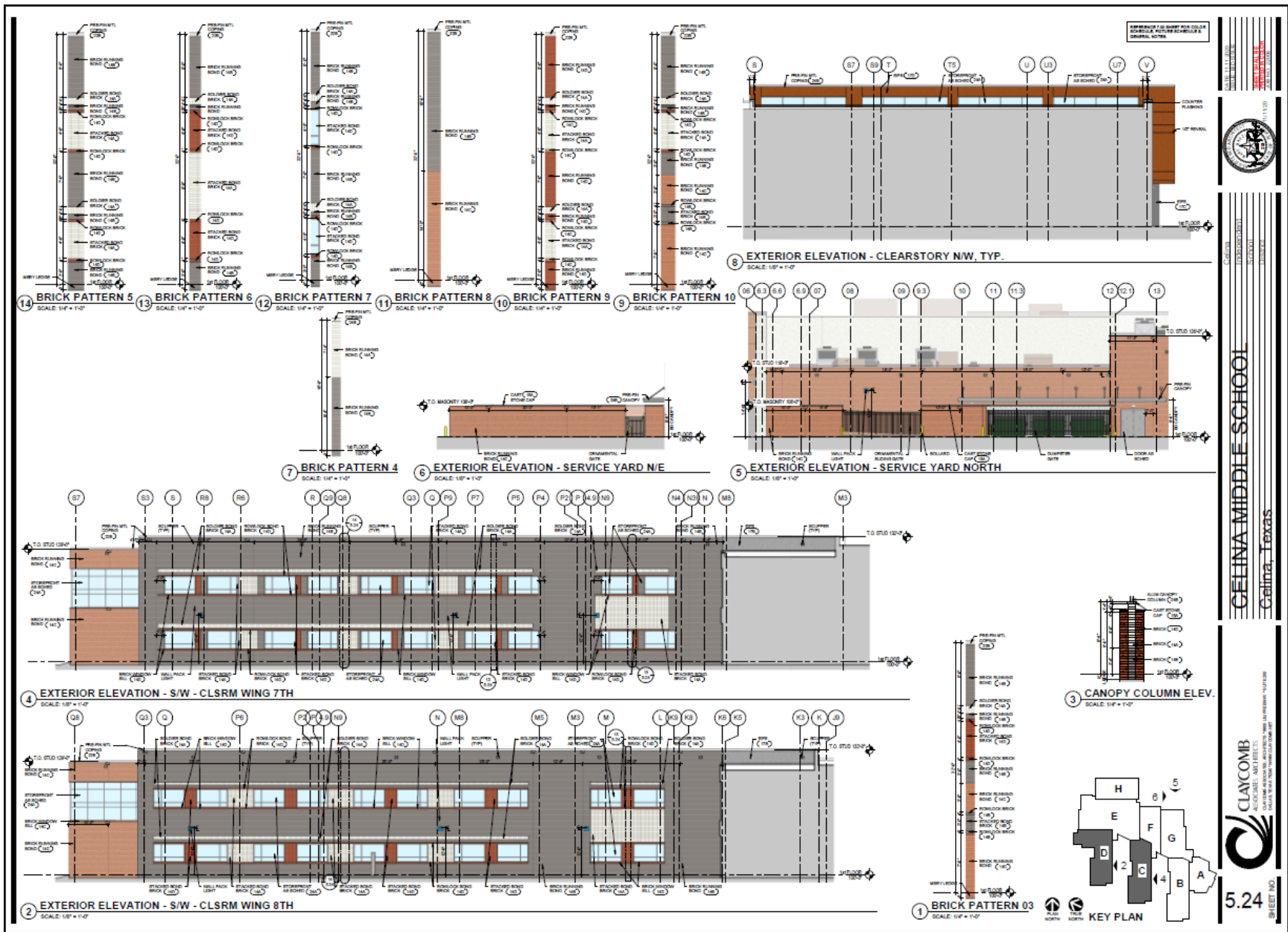
CELINA INDEPENDENT SCHOOL DISTRICT  
**CELINA MIDDLE SCHOOL**  
 Celina, Texas

CLAYCOMB  
 ARCHITECTS AND INTERIORS  
 1000 WEST 10TH STREET, SUITE 100  
 DALLAS, TEXAS 75208  
 5.20  
 SHEET NO.









CELINA MIDDLE SCHOOL  
 Celina, Texas

CLAYCOMB  
 ARCHITECTS  
 5.24  
 SHEET NO.

Exhibit E  
Deed

STATE OF TEXAS

COUNTY OF COLLIN

KNOW ALL MEN BY THESE PRESENTS:

That we, Mrs. Edna Rooney Timmerman, a widow, Mrs. J. C. Ousley, a widow, Edgar Graham Ousley, a single man, and Maxine Ousley, a widow, for and in consideration of Ten (\$10.00) Dollars, to us in hand paid by the Trustees of the Celina Independent School District, the receipt of which is hereby acknowledged, have, until the time hereinafter stated, GRANTED, SOLD AND CONVEYED, and by these presents do grant, sell and convey unto the Trustees of the Celina Independent School District and their successors in office for the use and benefit of the Celina Independent School District and for the purpose of providing grounds and facilities for carrying on or public free school activities of said district, all of the following described land, to-wit:

SITUATED in Collin County, Texas, in the J. K. Rice survey, Abst. No. 767, and being out of the Northwest corner of 125 acres described in deed from J. P. Graham to Edna Rooney Ousley, dated June 21, 1939, and recorded in Vol. 322, page 366, of the Collin County Deed Records.

BEGINNING at a stake at fence post at the Northwest corner of the said 125 acre tract;

THENCE South 741 feet with fence line to a stake at fence post on the North bank of a creek;

THENCE North 52-3/4 degrees East 821 feet with the North bank of said creek to a stake at fence post;

THENCE North 12-1/4 degrees West 345 feet with fence line to a stake in the middle of a gravel road;

THENCE South 81 degrees West 584.5 feet with the middle of said gravel road to the place of beginning, containing 7.86 acres of land.

*Edna  
Corrected  
1972*

TO HAVE AND TO HOLD the above described premises unto the Trustees of the Celina Independent School District and their successors in office so long as the above described lands are used for school purposes including athletics and all other activities usually and customarily carried on by school districts from time to time. And whenever such land shall cease to be used for such school purposes then and thereupon this conveyance shall be null and void and the lands and premises shall absolutely revert to the grantors herein, their heirs and assigns without suit or re-entry.

The grantors expressly reserve unto themselves, their heirs and assigns all the oil, gas and other minerals in, on and under the above described land, together with the full, sole and complete right to lease said land for oil, gas or other minerals, together with the right either in themselves or any lessee or assignee to go upon said land at any time for the purpose of exploring for or recovering and producing any oil, gas or other minerals to be found thereon.

Witness our hands this 26, day of December, 1950.

59

Mrs. Edna Rooney Timmerman  
Mrs. Edna Rooney Timmerman

Mrs. J. C. Ousley  
Mrs. J. C. Ousley

Edgar Graham Ousley  
Edgar Graham Ousley

Maxine Ousley  
Maxine Ousley

STATE OF TEXAS     §  
COUNTY OF COLLIN    0

BEFORE ME, the undersigned authority, this day personally appeared Mrs. Edna Rooney Timmerman, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of December, 1950.

Lee B. Newsom  
Notary Public, Collin County, Texas  
(Lee B. Newsom)

STATE OF TEXAS     §  
COUNTY OF COLLIN    0

BEFORE ME, the undersigned authority, this day personally appeared Mrs. J. C. Ousley, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of December, 1950.

Lee B. Newsom  
Notary Public, Collin County, Texas  
(Lee B. Newsom)

STATE OF TEXAS     §  
COUNTY OF COLLIN    0

BEFORE ME, the undersigned authority, this day personally appeared Edgar Graham Ousley, a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26 day of December, 1950.

Lee B. Newsom  
Notary Public, Collin County, Texas  
(Lee B. Newsom)

60

STATE OF TEXAS  
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, this day personally appeared Maxine Ousley, a widow, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26, day of December, 1950.

*Lee B. Newsom*  
Notary Public, Collin County, Texas  
(Lee B. Newsom)

FILED FOR RECORD 25 DAY OF Jan A.D. 1950, AT 8:00 A.M.  
RECORDED 31 DAY OF Jan A.D. 1950. FILE NUMBER 340  
G. W. HENDERSON, COUNTY CLERK, COLLIN COUNTY, TEXAS  
BY: *Lamar Whitteck* DEPUTY.

OIL, GAS AND MINERAL LEASE

THIS AGREEMENT made this Second day of January 1951 between ROLAND A. Pryor & wife Bertha Ellen Pryor, Lessors & Columbine Oil Co. of Picher, Oklahoma

LESSOR: WITNESSETH:  
1. Lessor in consideration of Seventy Two & 1/100 Dollars  
(72.07) in hand paid of the royalties herein provided, and of the covenants of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of investigating, exploring, prospecting, drilling and mining for and producing oil, gas and all other minerals, laying pipe lines, building tanks, power stations, telephone lines and other structures necessary to produce, save, take care of, treat, transport, and own said products, and housing its employees, the following described land in Collin County County, Texas, to-wit:

Field notes of The RECEIVER'S DEED: From R G Lamm, Receiver, to Roland A Pryor, as same is recorded in Vol 341, page 625, deed records, of Collin County, Texas.

SECOND TRACT: Situated in Collin County, Texas, being a part of a survey made in the name of Benjamin Clark, Abstract No. 163, and situated about 22 miles N E of McKinney, and,

BEGINNING at the N E corner of 51.39 acres, contracted to R F Blankenship by Geo. Wilson;

THENCE SOUTH 87 1/2 deg. E. 25.33 chains to the southwest corner of the J W Butler survey;

THENCE SOUTH 7.69 chains to a stake in said Commissioners line;

THENCE an ash 16 in. in Dia. mkd. X. br. North 55 1/2 W 15 chains;





**PROPOSAL**

**Proposal Number:**

**DATE:**

July 21, 2021

<b>PROPOSAL SUBMITTED TO:</b> CELINA ISD NEW MIDDLE SCHOOL	<b>PROJECT DETAIL:</b> QUOTE FOR NEW CELINA MIDDLE SCHOOL CAMERAS, SERVERS AND IP LICENSES
---	--

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

	<i>Part Number</i>		<i>Unit Price</i>	<i>Qty</i>	<i>Extended Price</i>
<b>CAMERAS</b>					
	PART NUMBER	EXTERIOR		EXT	
	PNM-9084QZ	2MP X 4 WAY PTRZ	\$2,495.00	11	\$27,445.00
	XNV-9082R	4K WISENET 7	\$1,795.00	4	\$7,180.00
				15	
<b>INTERIOR</b>					
	XND-6081FZ	2MP PTRZ WISE 5	\$1,495.00	17	\$25,415.00
	XND-6081VZ	2MP PTRZ WISE 5	\$1,495.00	18	\$26,910.00
	PNM-9084QZ	2MP X 4 WAY PTRZ	\$2,495.00	14	\$34,930.00
	PNM-9000VD	5MP X 2 WAY	\$1,295.00	14	\$18,130.00
				63	
<b>SERVERS</b>					
	MSS-2U-SERVER	2U SERVER	\$15,950.00	1	\$15,950.00
<b>IP LICENSES</b>					
	WAVE-PRO-01	1 IP LICENCE	\$165.00	78	\$12,870.00
				TOTAL	\$168,830.00

\*CABLE DROPS PROVIDED BY CELINA ISD TO CAMERA LOCATIONS

\*\*CISD WILL PROVIDE ALL POE SWITCHES

DOES NOT INCLUDE SALES TAX

**LIFT CHARGES NOT INCLUDED UNLESS NOTED**

All prices include labor and is based largely on information supplied by end-user and accompanied walk thru. • All work to be completed as per plans and specifications provided by the end-user. • All conduit and coring to be provided by others • Construction to begin after issuance of either a client purchase order or a signed proposal and notice to proceed • No electrical work contained in this bid.

Respectfully Submitted by |

**Mark Woodworth**

Senior Sales Manager | McKinney Security Systems

**TX: License #B18134**

**OK: License #1938**

**Material & Labor \$ 168,830.00**

**Contingency \$ -**

**Bond \$ -**

**Tax (8.25%) \$ -**

**Total \$ 168,830.00**

All freight F.O.B. Origin, freight prepaid and added unless otherwise noted. McKinney Security Systems warrants, for one (1) year, all workmanship installed by McKinney Security Systems. Projects extending for a period of more than thirty (30) days shall be invoiced bi-monthly and shall be due upon receipt of invoice for the percentage of the project completed at the time of invoicing. Any alteration or deviation from the above specifications involving extra costs, executed upon written or verbal orders, will become an extra charge over and above estimate. Pricing is good for thirty (30) days from the date of this proposal. Please call us if you have questions at 214.636.7359.

**ACCEPTANCE OF PROPOSAL**

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Name \_\_\_\_\_

Please sign and return to a McKinney Security representative or FAX to 469 519-0266 or scan/email to mwoodworth@gomss.com





## A CLIMATEC SOLUTION

**Celina ISD (CMS Video)**

Prepared for

Celina ISD

8/2/2021

Presented by

Jeff Gravley

Business Development Manager

# CLIMATEC SOLUTION PROPOSAL – BUY BOARD #638-21

**Celina ISD**  
**Josh Wise**  
**205 S. Colorado**  
**Celina, TX 75009**

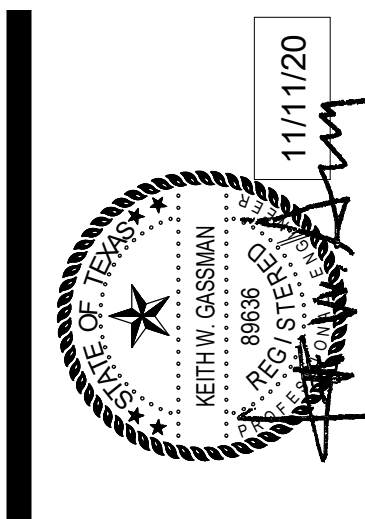
**Project Address: Future Celina ISD Middle School CR 99**  
**Pricing per Buy Board #638-21**

**Project Bid per:**

Plans: Claycomb Sheet 12.61 Technology Drawings dated 11.11.20 per following document illustrating camera types and Quantities

Specs: CMISD Specs issued by Northstar and per the following Schedule

**Net Delivery... \$117,384.00**



ACCESS CONTROL SCHEDULES												
DOOR	DEVICE TYPE	INTERFACE TYPE	LOCK TYPE	ELECTRIFIED HARDWARE	ACTIVE LEAF	REX	DPS ACTIVE LEAF	DPS INACTIVE LEAF	REX - INACTIVE LEAF	LOCK POWER TYPE	NOTES	
A101B	CARD READER - MULLION MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
A102	CARD READER - MULLION MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	-	-	-	-	CENTRALIZED		
A102A	CARD READER - MULLION MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	-	-	-	-	CENTRALIZED		
A117	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
A141	CARD READER - MULLION MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	YES	-	-	CENTRALIZED		
A150B	CARD READER - MULLION MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	-	-	-	-	CENTRALIZED		
A150C	CARD READER - MULLION MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
B115	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
B130A	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
B217	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
B218	CARD READER - MULLION MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
C115	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
C117	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
C130A	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
C217	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
D115	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
D122	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
D132A	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
D142A	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
D220	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
E108A	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
E114A	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
E115	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
F119	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	SINGLE	INTERNAL	-	-	-	CENTRALIZED		
F130A	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
G101	CARD READER - MULLION MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		
G105F	CARD READER - WALL MOUNTED	CONVENTIONAL	RE DIVISION 8	RE DIVISION 8	RIGHT	INTERNAL	YES	YES	INTERNAL	CENTRALIZED		

**ACCESS CONTROL SCHEDULE GENERAL NOTES**

- A. COORDINATE CARD READER LOCATIONS PRIOR TO ROUGH IN AND INSTALLATION.
- B. CARD READER QUANTITIES SHOWN IN THIS SCHEDULE ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL BEAR RESPONSIBILITY IN PROVIDING QUANTITIES AS SHOWN ON THE FLOOR PLANS. IF ONE NUMBER IS GREATER THAN THE OTHER THE CONTRACTOR SHALL REQUEST CLARIFICATION OR PROVIDE THE GREATER QUANTITY IF CLARIFICATION IS NOT OBTAINED.
- C. COORDINATE DOOR RELEASE LOCATION PRIOR TO ROUGH IN AND INSTALLATION.
- D. REFERENCE DOOR SCHEDULES AND SPECIFICATION FOR ADDITIONAL INFORMATION.
- E. REFERENCE SPECIFICATION 08 71 00 DOOR HARDWARE. CONTRACTOR TO PROVIDE ALL ITEMS SPECIFIED TO BE FURNISHED BY DIVISION 28.

**1 ACCESS CONTROL SCHEDULE**  
 NO SCALE

VIDEO SURVEILLANCE CAMERA SCHEDULE															
QTY	CAMERA TYPE	ENVIRONMENT	MOUNTING TYPE	SENSORS	VIEW ANGLE	MANUFACTURER	MODEL	MOUNTING ACCESSORIES	LENS	FRAME RATE	CODEC	RESOLUTION	% MOTION	DAYS OF RETENTION	NOTES
9	TYPE A	EXTERIOR	CORNER MOUNT	4-SENSORS / MULTI-DIRECTIONAL	360°	HANWHA	PNM-9084Z	SBP-300WM1 WALL MOUNT, SBP-300CM PENDANT MOUNT, SBP-300KMM CORNER MOUNT	VARIFOCAL	15FPS	H.264	4X2MP	100	30	
2	TYPE B	EXTERIOR	WALL MOUNT	1-SENSOR	100°	HANWHA	XNV-8062R	SBP-300WM1 WALL MOUNT, SBP-300CM PENDANT MOUNT	VARIFOCAL	15FPS	H.264	4K	100	30	
2	TYPE C	EXTERIOR	WALL MOUNT	4-SENSORS / MULTI-DIRECTIONAL	360°	HANWHA	PNM-9084Z	SBP-300WM1 WALL MOUNT, SBP-300CM PENDANT MOUNT	VARIFOCAL	15FPS	H.264	4X2MP	100	30	
1	TYPE D	EXTERIOR	UNDER CANOPY	1-SENSOR	100°	HANWHA	XNV-8062R	NONE	VARIFOCAL	15FPS	H.264	2MP	-	30	
31	TYPE E	INTERIOR	CEILING MOUNT	1-SENSOR	100°	HANWHA	XND-L6080V	NONE	VARIFOCAL	15FPS	H.264	2MP	50	30	
7	TYPE F	INTERIOR	WALL MOUNT	4-SENSORS / MULTI-DIRECTIONAL	360°	HANWHA	PNM-9084Z	SBP-300WM1 WALL MOUNT, SBP-300CM PENDANT MOUNT	VARIFOCAL	15FPS	H.264	4X2MP	50	30	
6	TYPE G	INTERIOR	WALL MOUNT	1-SENSOR	100°	HANWHA	XND-L6080V	SBP-300WM1 WALL MOUNT, SBP-300CM PENDANT MOUNT	VARIFOCAL	15FPS	H.264	2MP	50	30	
8	TYPE H	INTERIOR	CEILING MOUNT	4-SENSORS / MULTI-DIRECTIONAL	360°	HANWHA	PNM-9084Z	NONE	VARIFOCAL	15FPS	H.264	4X2MP	50	30	
12	TYPE J	INTERIOR	CEILING MOUNT	2-SENSORS	180°	HANWHA	PNM-800VD	NONE	VARIFOCAL	15FPS	H.264	2X2MP	50	30	

**VIDEO SURVEILLANCE SCHEDULE GENERAL NOTES**

- A. CAMERA QUANTITIES SHOWN IN THIS SCHEDULE ARE FOR REFERENCE ONLY. THE CONTRACTOR SHALL BEAR RESPONSIBILITY IN PROVIDING QUANTITIES AS SHOWN ON THE FLOOR PLANS. IF ONE NUMBER IS GREATER THAN ANOTHER, THE CONTRACTOR SHALL REQUEST CLARIFICATION OR PROVIDE THE GREATER QUANTITY IF CLARIFICATION IS NOT OBTAINED.
- B. MOUNTING HEIGHTS OF ALL WALL MOUNTED AND CORNER MOUNTED CAMERAS SHALL BE COORDINATED PRIOR TO ROUGH-IN OF THE DEVICE RACEWAY. COORDINATION SHALL INCLUDE THE OWNER, ARCHITECT, AND NECESSARY TRADES.

**2 VIDEO SURVEILLANCE SCHEDULE**  
 NO SCALE

# MATERIAL LIST

Qty	Part No.	Description
*CISD MS Video		
Server		
1	WRR-5501-48TB	2U WISENET WAVE NETWORK VIDEO RECORDER WITH 4 PROFESSIONAL LICENSES
1	WAVE-PRO-48	WAVE Professional License. Enables forty-eight (48) IP stream recording, includes life-time SW upgrade. No annual & maintenance cost required.
1	WAVE-PRO-24	WAVE Professional License. Enables twenty-four (24) IP stream recording, includes life-time SW upgrade. No annual & maintenance cost required.
1	WAVE-PRO-04	
Cameras		
26	PNM-9084QZ	WISENET P SERIES NETWORK VANDAL OUTDOOR MULTISENSOR MULTI-DIRECTIONAL
3	XNV-8082R	WISENET X-PLUS SERIES NETWORK IR VANDAL OUTDOOR CAMERA, 6MP @ 30FPS,
37	XND-L6080V	2MP INDOOR DOME X SERIES LITE
12	PNM-9000VD	10MP H.265 MULTI-DIR DOME CAM 2 X 5MP OUTDOOR DOME NO LENS
12	SLA-5M3700D	PNM-9000VD LENS MODULE
Mounts		
9	SBP-300KM	ACCESSORY, CORNER MOUNT ADAPTRFOR USE WITH SBP- 300WM IVORY
20	SBP-300WMW1	WALL MOUNT, PF 1 1/2", WHITE
20	SBP-276HMW	CAP ADAPTOR FOR THE PNM-9084QZ
20	SBP-300BW	

# INITIAL INVESTMENT

## Security and Life Safety System Purchase Option

Material	\$96,208.21
Technician Labor	\$10,463.16
Engineering	\$1,373.83
Programming	\$3,434.57
Project Management	\$4,491.37
Material Freight	\$178.32
Material Escalation	\$356.63
Warranty	\$877.91
<b>Grand Total</b>	<b>\$117,384.00</b>

By signing below, I accept this proposal and agree to the terms and conditions contained herein.

---

Customer Name (Printed):

---

Customer Signature:

---

Date:

# TERMS & CONDITIONS

The sale of Equipment & Services by Climatec to the Customer are subject to the following terms and conditions regardless of other terms and conditions in any purchase order, document, or other communication of Customer. This agreement may only be modified in writing signed by authorized representative of both Climatec and Customer.

1. **SCOPE OF WORK.** This proposal is valid for 60 days from date of proposal. Beyond that time Climatec reserves the right to revise any or all portions of it. This proposal is based upon the use of straight time labor only unless stated otherwise in this proposal. Unless specifically noted in the statement of the scope of the work or services undertaken by Climatec under this agreement, Climatec's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal or disposal of environment Hazards or dangerous substances, to include but not to be limited to asbestos, PCBs, or mold discovered in or on the premises. Proceeding with the scope of work defined in this agreement indicates acceptance of the terms & conditions of the agreement.
2. **INVOICING & PAYMENTS.** Climatec may invoice Purchaser for all materials delivered to the job site or to an off-site storage facility and for the work performed on-site and off-site. Purchaser agrees to pay Climatec amounts invoiced upon receipt of invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If Climatec's invoice is not paid within 30 days of its issuance, it is delinquent and Climatec shall add 1% per month interest onto delinquent amounts.
3. **WARRANTY.** Climatec is not the manufacturer of the Equipment, Products or Software. To the extend legally and contractually permitted. Warranty period shall be 12 months from the date of delivery of the Equipment, Products or Software. For Equipment or Products installed by Climatec, if Purchaser provides written notice to Climatec of any such defects within thirty (30) days after the appearance or discovery of such defect, Climatec shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. CLIMATEC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, SUCH AS WARRANTY OF MERCHANTABILITY, FITNESS FOR PURPOSE OR NON-INFRINGEMENT. CLIMATEC FURTHER DISCLAIMS THAT THESE WARRANTIES DO NOT EXTEND TO ANY EQUIPMENT DUE TO NORMAL WEAR AND TEAR OR TO EQUIPMENT WHICH HAS BEEN REPAIRED BY OTHERS, ABUSED, NEGLECTED, ALTERED, IMPROPERLY USED, DAMAGED (WHETHER CAUSED BY ACCIDENT OR OTHERWISE), MODIFIED, USED FOR PURPOSES OTHER THAN MANUFACTURER'S INTENTION, OR WHICH HAS NOT BEEN PROPERLY AND REASONABLY MAINTAINED. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF EXPRESS OR IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO CUSTOMER. IN THAT EVENT, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE WARRANTY PERIOD.
4. **INDEMNIFICATION.** Customer shall indemnify, defend and hold Climatec harmless from any claims based on (i) Climatec compliance with Customer's designs, specifications, instructions, (ii) modification of any Product by anyone other than Climatec (iii) negligent act or omission by Customer, (iv) breach of this agreement. UNDER NO CIRCUMSTANCES SHALL CLIMATEC, ITS AFFILIATES OR SUPPLIERS BE LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY; DAMAGES CLAIMS BY ANY THIRD PARTY, WHETHER OR NOT THE CLAIMS ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE; LOSS OF, DAMAGE TO, DATA; SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INDIRECT DAMAGES, OR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR LOST PROFITS, BUSINESS REVENUE, GOODWILL, OR ANTICIPATED SAVINGS.
5. **LIMITATION OF LIABILITY.** Climatec's entire liability to Customer in the aggregate is limited to Customer's direct damages up to an amount not to exceed \$100,000.
6. **TAXES.** The price of this proposal does not include duties, sale, use, excise or other similar taxes unless required by federal, state or local law or unless stated otherwise in this proposal. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by Climatec or, alternatively, shall provide Climatec with acceptable tax exemption certificates.
7. **FORCE MAJEURE/DELAYS.** Climatec shall not be liable for any delay or failure to fulfill its obligations under this agreement due to causes beyond its reasonable control resulting from or attributed to acts of circumstances beyond Climatec's control, including but not limited to epidemics, pandemics, acts of God, man-made or natural disasters, medical crisis, criminal acts, transportation delays, Government required shut-downs, labor disputes, conditions of the premise, acts or omissions of the Purchaser, Owner or other Contractors or delays caused by an inability to obtain labor (direct or subcontracted) or materials, products, equipment or software. If any product required to complete work becomes temporarily or permanently unavailable, Climatec shall (a) be excused from furnishing said materials or equipment, or (b) be reimbursed for the difference between the cost of the materials or equipment unavailable and the cost of an agreeable substitute therefore.
8. **GENERAL:**
  1. Climatec and Customer shall comply with all applicable federal, state, and local laws and regulations. Permits required for the execution of the work shall be obtained and paid for by the Customer unless stated otherwise in this proposal.
  2. All disputes involving more than \$15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
  3. Insurance coverage in excess of Climatec's standard limits will be furnished when requested and required and at Climatec's discretion the costs of this additional insurance may be passed on to the Purchaser. No credit will be given or premium paid by Climatec for insurance afforded by others.
  4. The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act (OSHA) relating in any way to the project or project site.
  5. The unenforceability of or invalidity of any of these terms or conditions will not affect the remainder of the terms & conditions.
  6. This Agreement shall be governed in accordance with the laws of the State of Arizona.
  7. Climatec and Customer agree that electronic signatures may be used and will be legally valid, effective and enforceable.

**CELINA INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES**  
**Minutes of Regular Meeting – July 26, 2021**

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Tracey Balsamo: Present  
Brooks Barr: Present  
Choc Christopher: Present  
Jeff Gravley: Absent  
Chuck Hansen: Present  
Kelly Juergens: Present  
Todd Snyder: Present  
Present: 6, Absent: 1.

**1. CALL TO ORDER & ESTABLISH QUORUM**

Kelly Juergens called the meeting to order at 6:15 PM.

1.A. Pledge of Allegiance  
Led by Tracey Balsamo.

1.B. Invocation  
Led by Choc Christopher.

**2. INFORMATION/CONFIRMATION AGENDA ITEMS**

2.A. Construction Update  
Presented by representatives of Claycomb and Northstar.

2.B. CTE Update  
Presented by Ryan Contreras.

2.C. Student Dress Code  
Russell McDaniel and Dr. Elisabeth Pope presented.

2.D. Review of District and Campus Performance Data  
Lori Sitzes and Russell McDaniel presented.

**3. SUPERINTENDENT'S REPORT**

3.A. Information / Superintendent's Update  
Dr. Tom Maglisceau presented.

**4. PUBLIC COMMENT**

4.A. Comments from Visitors Who Wish to Address Board Members on Agenda or Non-Agenda Topics  
No one addressed the board in Open Forum.

**5. CLOSED MEETING**

Kelly Juergens adjourned the Board to Executive Session at 7:04 PM.

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

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

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

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

The Board reconvened to Open Session at 8:36 PM.

**7. ACTION TAKEN ON ITEMS DISCUSSED IN CLOSED SESSION**

No action was taken from Closed Session.

**8. ACTION/BRIEFING AGENDA ITEMS**

8.A. Approve Interlocal Agreement with the City of Celina for School Resource Officer Support

Motion was made by Brooks Barr and seconded by Choc Christopher to approve the Interlocal Agreement with the City of Celina for School Resource Officer Support as presented.

Motion carried 6-0.

8.B. Approve TTESS Evaluators and Calendar

Motion was made by Todd Snyder and seconded by Brooks Barr to approve the TTESS Evaluators and Calendar as presented.

Motion carried 6-0.

8.C. Approve CARE Teams Policies and Procedures

Motion was made by Choc Christopher and seconded by Chuck Hansen to approve the CARE Teams Policies and Procedures as presented.

Motion carried 6-0.

8.D. Approve JJAEP Memorandum of Understanding

Motion was made by Tracey Balsamo and seconded by Todd Snyder to approve the JJAEP Memorandum of Understanding as presented.

Motion carried 6-0.

8.E. Approve (LOCAL) Policy Updates

Motion was made by Brooks Barr and seconded by Choc Christopher to approve the (LOCAL) Policy Updates as presented.

Motion carried 6-0.

**8.F. Approve Investment Policy**

Motion was made by Tracey Balsamo and seconded by Choc Christopher to approve the Investment Policy as presented.

Motion carried 6-0.

**8.G. Approve Roofing Bids for the Junior High 6th Grade Building**

Motion was made by Brooks Barr and seconded by Tracey Balsamo to approve the Roofing Bid for the Junior High 6th Grade Building as presented.

Kelly Juergens recused himself from the vote.

Motion carries 5-0-1.

**8.H. Approve Insurance Premium Adjustment**

Motion was made by Todd Snyder and seconded by Choc Christopher to approve the Insurance Premium Adjustment as presented.

Motion carried 6-0.

**9. DISCUSSION ITEMS**

**10. CONSENT/CONFIRMATION AGENDA ITEMS**

Motion was made by Tracey Balsamo and seconded by Chuck Hansen to approve the minutes of the June 28, 2021 Regular Board Meeting as well as the monthly cash distributions, cash balance, and the investment report.

Motion carried 6-0.

**10.A. Minutes of the June 28, 2021 Regular Meeting**

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

**11. ADJOURNMENT**

Motion was made by Chuck Hansen and seconded by Tracey Balsamo to adjourn the meeting. The motion carried 6-0.

The meeting was adjourned at 9:03 PM.

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PRESIDENT

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SECRETARY

CELINA INDEPENDENT SCHOOL DISTRICT  
GENERAL FUND (INCLUDES ATHLETIC, OPERATING)  
MONTHLY FINANCIAL REPORT  
JULY 31, 2021

	ADOPTED BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
<b>REVENUES:</b>				
5700 OTHER LOCAL REVENUE	\$ 243,500.00	\$ 52,040.81	\$ 191,459.19	78.63%
5711 PROPERTY TAXES, CURRENT YEAR	\$ 20,165,678.00	\$ 30,015.86	\$ 20,135,662.14	99.85%
5712 PROPERTY TAXES, PRIOR YEAR	\$ 150,000.00	\$ (963.45)	\$ 150,963.45	100.64%
5719 PENALTY & INTEREST	\$ 100,000.00	\$ 1,049.03	\$ 98,950.97	98.95%
5800 STATE PROGRAM REVENUES	\$ 13,119,436.00	\$ 1,349,930.00	\$ 11,769,506.00	89.71%
5900 FEDERAL PROGRAM REVENUE	\$ 60,000.00		\$ 60,000.00	100.00%
7900 OTHER REVENUE IF NEEDED	\$ 365,088.00		\$ 365,088.00	0.00%
TOTAL REVENUES	\$ 34,203,702.00	\$ 1,432,072.25	\$ 32,771,629.75	95.81%

	ADOPTED BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
<b>EXPENDITURES:</b>				
11 INSTRUCTION	\$ 19,483,632.00	\$ 238,206.46	\$ 19,245,425.54	98.78%
12 LIBRARY SERVICES	\$ 274,387.00	\$ 5,268.08	\$ 269,118.92	98.08%
13 CURRICULUM	\$ 451,654.00	\$ 33,398.45	\$ 418,255.55	92.61%
21 INSTRUCTIONAL LEADERSHIP	\$ 68,497.00	\$ 5,159.42	\$ 63,337.58	92.47%
23 SCHOOL ADMINISTRATION	\$ 2,322,962.00	\$ 138,249.87	\$ 2,184,712.13	94.05%
31 GUIDANCE AND COUNSELING	\$ 1,015,482.00	\$ 79,017.49	\$ 936,464.51	92.22%
33 HEALTH SERVICES	\$ 355,513.00	\$ -	\$ 355,513.00	100.00%
34 PUPIL TRANSPORTATION	\$ 1,640,948.00	\$ 36,486.66	\$ 1,604,461.34	97.78%
36 EXTRA CURRICULAR ACTIVITIES	\$ 1,447,420.00	\$ 89,869.35	\$ 1,357,550.65	93.79%
41 GENERAL ADMINISTRATION	\$ 1,342,560.00	\$ 105,416.54	\$ 1,237,143.46	92.15%
51 PLANT MAINTENANCE & OPERATIC	\$ 3,578,652.00	\$ 263,462.52	\$ 3,315,189.48	92.64%
52 SECURITY & MONITORING	\$ 501,387.00	\$ 11,579.07	\$ 489,807.93	97.69%
53 DATA PROCESSING	\$ 698,283.00	\$ 122,895.93	\$ 575,387.07	82.40%
71 DEBT SERVICE	\$ 777,825.00	\$ 501,875.89	\$ 275,949.11	35.48%
81 FACILITY IMPROVEMENT	\$ 45,000.00	\$ -	\$ 45,000.00	100.00%
93 PAYMENT TO FISCAL AGENTS	\$ 18,500.00	\$ -	\$ 18,500.00	100.00%
95 PAYMENT TO JJAEP	\$ 16,000.00		\$ 16,000.00	100.00%
99 TAX APPRAISAL	\$ 165,000.00	\$ -	\$ 165,000.00	100.00%
TRANSFER TO CONST/FOOD SER\	\$ -	\$ -	\$ -	0.00%
TOTAL EXPENDITURES	\$ 34,203,702.00	\$ 1,630,885.73	\$ 32,572,816.27	95.23%

CELINA INDEPENDENT SCHOOL DISTRICT  
 FOOD SERVICE FUND 240  
 MONTHLY FINANCIAL REPORT  
 AS OF  
 JULY 31, 2021

	ADOPTED BUDGET	RECEIVED TO DATE	REMAINING	PERCENT REMAINING
<b>REVENUES:</b>				
5751 REVENUE FROM MEALS SERVED	\$ 425,000.00	\$ 120.00	\$ 424,880.00	99.97%
5800 STATE REVENUE	\$ 41,144.00	\$ -	\$ 41,144.00	100.00%
5900 NATL CHILD NUTRITION	\$ 330,000.00	\$ -	\$ 330,000.00	100.00%
7900 DUE FROM OPERATING	\$ 206,079.00	\$ -	\$ 206,079.00	100.00%
TOTAL REVENUES	\$ 1,002,223.00	\$ 120.00	\$ 796,024.00	79.43%

	ADOPTED BUDGET	EXPENDED TO DATE	REMAINING	PERCENT REMAINING
<b>EXPENDITURES:</b>				
35 FOOD SERVICES	\$ 1,002,223.00	\$ 6,727.70	\$ 995,495.30	99.33%

CELINA INDEPENDENT SCHOOL DISTRICT  
 INTEREST AND SINKING FUND 599  
 MONTHLY FINANCIAL REPORT  
 AS OF  
 JULY 31, 2021

	ADOPTED BUDGET	RECEIVED TO DATE	REMAINING	REMAINING
<b>REVENUES:</b>				
5700 TAXES CURRENT YEAR	\$ 10,716,275.00	\$ 15,264.00	\$ 10,701,011.00	99.86%
5700 TAXES PRIOR YEAR	\$ 50,000.00	\$ 3,651.90	\$ 46,348.10	92.70%
5700 PENALTY AND INTEREST	\$ 40,000.00	\$ 4,066.78	\$ 35,933.22	89.83%
5700 LOCAL REVENUE	\$ 17,500.00	\$ 2,588.65	\$ 14,911.35	85.21%
5800 STATE REVENUE EDA/IFA	\$ -	\$ -	\$ -	0.00%
7900 BOND PROCEEDS/PREMIUMS	\$ -	\$ -	\$ -	0.00%
TOTAL REVENUES	\$ 10,823,775.00	\$ 25,571.33	\$ 10,798,203.67	99.76%

	ADOPTED BUDGET	EXPENDED TO DATE	REMAINING	REMAINING
<b>EXPENDITURES:</b>				
6511 BOND PRINCIPAL	\$ 2,835,000.00	\$ -	\$ 2,835,000.00	100.00%
6521 BOND INTEREST	\$ 7,978,775.00	\$ -	\$ 7,978,775.00	100.00%
6599 OTHER DEBT SERVICE FEES	\$ 10,000.00	\$ -	\$ 10,000.00	100.00%
6599 BOND SALE FEES	\$ -	\$ -	\$ -	0.00%
8900 FLOW THRU			\$ -	
TOTAL EXPENDITURES	\$ 10,823,775.00	\$ -	\$ 10,823,775.00	100.00%

**Budgeted/Expended Comparison Summary**

JULY 31, 2021

	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	18,282,956.00	18,282,956.00	78,062.85	78,062.85		18,204,893.15	99.57%
6200 Professional Service	549,150.00	549,150.00	7,907.99	7,907.99	38,512.00	502,730.01	91.55%
6300 Supplies and Materi	524,369.00	524,369.00	2,822.19	2,822.19	83,135.21	438,411.60	83.61%
6400 Other Operating	78,399.00	78,399.00	27,597.21	27,597.21	169.01	50,632.78	64.58%
6600 Capital Outlay	48,758.00	48,758.00				48,758.00	100.00%
Total Instruction	19,483,632.00	19,483,632.00	116,390.24	116,390.24	121,816.22	19,245,425.54	98.78%
<b>12 Library</b>							
6100 Payroll Costs	228,449.00	228,449.00	5,268.08	5,268.08		223,180.92	97.69%
6200 Professional Service	12,888.00	12,888.00				12,888.00	100.00%
6300 Supplies and Materi	9,875.00	9,875.00				9,875.00	100.00%
6400 Other Operating	6,000.00	6,000.00				6,000.00	100.00%
6600 Capital Outlay	17,175.00	17,175.00				17,175.00	100.00%
Total Library	274,387.00	274,387.00	5,268.08	5,268.08	0.00	269,118.92	98.08%
<b>13 Curriculum</b>							
6100 Payroll Costs	271,794.00	271,794.00	20,800.38	20,800.38		250,993.62	92.35%
6200 Contracted Services	108,900.00	108,900.00	2,063.37	2,063.37	10,000.00	96,836.63	88.92%
6300 Supplies and Materi	44,325.00	44,325.00	96.60	96.60	438.10	43,790.30	98.79%
6400 Other Operating	19,635.00	19,635.00				19,635.00	100.00%
6600 Capital Outlay	7,000.00	7,000.00				7,000.00	100.00%
Total Library	451,654.00	451,654.00	22,960.35	22,960.35	10,438.10	418,255.55	92.61%
<b>21 Instructional Leadership</b>							
6100 Payroll Costs	68,497.00	68,497.00	5,159.42	5,159.42		63,337.58	92.47%
Total Inst Leadersh	68,497.00	68,497.00	5,159.42	5,159.42	0.00	63,337.58	92.47%
<b>23 School Leadership</b>							
6100 Payroll Costs	2,290,743.00	2,290,743.00	136,954.87	136,954.87		2,153,788.13	94.02%
6200 Professional Service	5,400.00	5,400.00				5,400.00	100.00%
6300 Supplies and Materi	11,919.00	11,919.00				11,919.00	100.00%
6400 Other Operating	12,250.00	12,250.00	1,295.00	1,295.00		10,955.00	89.43%
6600 Capital Outlay	2,650.00	2,650.00				2,650.00	100.00%
Total School Leader	2,322,962.00	2,322,962.00	138,249.87	138,249.87	0.00	2,184,712.13	94.05%
<b>Funds 181-191-199 General Operating</b>							
<b>31 Guidance &amp; Counseling</b>							
6100 Payroll Costs	978,432.00	978,432.00	72,117.49	72,117.49		906,314.51	92.63%
6200 Professional Service	6,500.00	6,500.00				6,500.00	100.00%
6300 Supplies and Materi	26,350.00	26,350.00			6,900.00	19,450.00	73.81%
6400 Other Operating	3,700.00	3,700.00				3,700.00	100.00%
6600 Capital Outlay	500.00	500.00				500.00	100.00%
Total Counseling	1,015,482.00	1,015,482.00	72,117.49	72,117.49	6,900.00	936,464.51	92.22%
<b>33 Health Services</b>							
6100 Payroll Costs	338,463.00	338,463.00				338,463.00	100.00%
6200 Professional Service	0.00	0.00				0.00	0.00%
6300 Supplies and Materi	14,250.00	14,250.00				14,250.00	100.00%
6400 Other Operating	1,800.00	1,800.00				1,800.00	100.00%
6600 Capital Outlay	1,000.00	1,000.00				1,000.00	100.00%
Total Health Servic	355,513.00	355,513.00				355,513.00	100.00%
<b>34 Pupil Transportation</b>							
6100 Payroll Costs	1,350,948.00	1,350,948.00	29,122.88	29,122.88		1,321,825.12	97.84%
6200 Professional Service	24,000.00	24,000.00	121.09	121.09	305.00	23,573.91	98.22%
6300 Supplies and Materi	228,000.00	228,000.00	6,569.22	6,569.22	368.47	221,062.31	96.96%
6400 Other Operating	38,000.00	38,000.00				38,000.00	100.00%
6600 Capital Outlay						0.00	0.00%
Total Pupil Transpo	1,640,948.00	1,640,948.00	35,813.19	35,813.19	673.47	1,604,461.34	97.78%
<b>36 Extra Curricular-Athletics</b>							
6200 Professional Service	113,760.00	113,760.00	19.40	19.40		113,740.60	99.98%
6300 Supplies and Materi	114,090.00	114,090.00	10,425.98	10,425.98	23,395.17	80,268.85	70.36%
6400 Other Operating	72,800.00	72,800.00	1,883.50	1,883.50	753.43	70,163.07	96.38%

**Budgeted/Expended Comparison Summary**

JULY 31, 2021

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	% Available to Use
6600 Capital Outlay	2,500.00	2,500.00				2,500.00	100.00%
Total Extra Curricul	303,150.00	303,150.00	12,328.88	12,328.88	24,148.60	266,672.52	87.97%
<b>36 Extra Curricular</b>							
6100 Payroll Costs	960,405.00	960,405.00	23,870.64	23,870.64		936,534.36	97.51%
6200 Professional Service	60,000.00	60,000.00	21,359.23	21,359.23		38,640.77	64.40%
6300 Supplies and Materi	29,005.00	29,005.00				29,005.00	100.00%
6400 Other Operating	94,860.00	94,860.00	7,512.00	7,512.00	650.00	86,698.00	91.40%
6600 Capital Outlay	0.00	0.00				0.00	0.00%
Total Extra Curricul	1,144,270.00	1,144,270.00	52,741.87	52,741.87	650.00	1,090,878.13	95.33%
<b>Funds 181-191-199 General Operating</b>							
<b>41 General Administration</b>							
6100 Payroll Costs	1,048,860.00	1,048,860.00	92,251.00	92,251.00		956,609.00	91.20%
6200 Professional Service	165,000.00	165,000.00	4,342.92	4,342.92		160,657.08	97.37%
6300 Supplies and Materi	18,500.00	18,500.00	918.47	918.47	359.08	17,222.45	93.09%
6400 Other Operating	110,200.00	110,200.00	7,319.25	7,319.25	225.82	102,654.93	93.15%
6600 Capital Outlay							
Total General Admi	1,342,560.00	1,342,560.00	104,831.64	104,831.64	584.90	1,237,143.46	92.15%
<b>51 Plant Maintenance</b>							
6100 Payroll Costs	1,793,852.00	1,793,852.00	129,079.14	129,079.14		1,664,772.86	92.80%
6200 Professional Service	1,231,800.00	1,231,800.00	113,544.36	113,544.36		1,118,255.64	90.78%
6300 Supplies and Materi	290,500.00	290,500.00	17,795.66	17,795.66		272,704.34	93.87%
6400 Other Operating	262,500.00	262,500.00	71.69	71.69		262,428.31	99.97%
6600 Captl Outly	0.00	0.00	2,971.67	2,971.67		(2,971.67)	#DIV/0!
Total Plant Mainten	3,578,652.00	3,578,652.00	263,462.52	263,462.52	0.00	3,315,189.48	92.64%
<b>52 Security and Monitoring</b>							
6100 Payroll Costs	375,437.00	375,437.00	11,540.07	11,540.07		363,896.93	96.93%
6200 Professional Service	69,250.00	69,250.00	39.00	39.00		69,211.00	99.94%
6300 Supplies and Materi	24,700.00	24,700.00				24,700.00	100.00%
6400 Other Operating	19,000.00	19,000.00				19,000.00	100.00%
6600 Capital Outlay	13,000.00	13,000.00				13,000.00	100.00%
Total Security	501,387.00	501,387.00	11,579.07	11,579.07	0.00	489,807.93	97.69%
<b>53 Data Processing</b>							
6100 Payroll Costs	454,425.00	454,425.00	30,301.02	30,301.02		424,123.98	93.33%
6200 Professional Service	151,258.00	151,258.00	63,760.73	63,760.73	5,000.00	82,497.27	54.54%
6300 Supplies and Materi	86,100.00	86,100.00	18,859.77	18,859.77	4,974.41	62,265.82	72.32%
6400 Other Operating	6,500.00	6,500.00				6,500.00	100.00%
6600 Capital Outlay							
Total Data Processi	698,283.00	698,283.00	112,921.52	112,921.52	9,974.41	575,387.07	82.40%
<b>71 Debt Service</b>							
6500 Debt Service	777,825.00	777,825.00	501,875.89	501,875.89		275,949.11	35.48%
Total Debt Service	777,825.00	777,825.00	501,875.89	501,875.89	0.00	275,949.11	35.48%
<b>Funds 181-191-199 General Operating</b>							
<b>81 Facilities and Acquisition</b>							
6600 Capital Outlay	45,000.00	45,000.00				45,000.00	100.00%
Total Facilities	45,000.00	45,000.00				45,000.00	100.00%
<b>93 Payment to Fiscal Agent</b>							
6400 Other Operating	18,500.00	18,500.00				18,500.00	100.00%
Total Fiscal Agent	18,500.00	18,500.00				18,500.00	100.00%
<b>95 Payment to JJAEP</b>							
6400 Other Operating	16,000.00	16,000.00				16,000.00	100.00%
Total Fiscal Agent	16,000.00	16,000.00				16,000.00	100.00%
<b>99 Other Govt Charges</b>							
6200 Contracted Services	165,000.00	165,000.00				165,000.00	100.00%

**Budgeted/Expended Comparison Summary**  
 JULY 31, 2021

	Original Budget	Amended Budget	Total Expended YTD	Current Month Expenditure	Encumbered	Balance	% Available to Use
Total Oter Govt Ch	165,000.00	165,000.00				165,000.00	100.00%
<b>8900 TRANSFERS OUT</b>	0.00	0.00				0.00	
Total Trans Out	0.00	0.00				0.00	
Total General Oper	\$ 34,203,702.00	\$ 34,203,702.00	\$ 1,455,700.03	\$ 1,455,700.03	\$ 175,185.70	\$ 32,572,816.27	95.23%
<b>Fund 240 Food Service</b>							
<b>35 Food Service</b>							
6100 Payroll Costs	623,123.00	623,123.00	6,584.31	6,584.31		616,538.69	98.94%
6200 Professional Service	20,400.00	20,400.00				20,400.00	100.00%
6300 Supplies and Materi	352,200.00	352,200.00	143.39	143.39		352,056.61	99.96%
6400 Other Operating	6,500.00	6,500.00				6,500.00	100.00%
6600 Capital Outlay	0.00	0.00				0.00	0.00%
Total Food Service	1,002,223.00	1,002,223.00	6,727.70	6,727.70	0.00	995,495.30	99.33%
<b>Fund 599 Debt Service</b>							
<b>71 Debt Service</b>							
6500 Debt Service							
Payments to Bond	10,823,775.00	10,823,775.00				10,823,775.00	100.00%
Total Debt Service	10,823,775.00	10,823,775.00				10,823,775.00	100.00%

Celina Independent School District  
BOND CONSTRUCTION ACCOUNT  
2021-2022

	July 2021 Actual
<i>Beginning Cash Balance</i>	\$34,504,957.44
<b>Independent Bank</b>	
<b>RECEIPTS</b>	
Interest	\$ 15,595.01
Sale of Bonds	
Transfers from Texpool	
Transfers from Indep. Bank	\$
Accounts Payable	
<b>Total Revenue</b>	<u>\$ 15,595.01</u>
<b>DISBURSEMENTS</b>	
Transfers to Texpool/Logic	\$
Construction Payables	<u>\$ (3,431,443.78)</u>
<b>Total Expenditures</b>	<u>\$ (3,431,443.78)</u>
Net Change in Cash	\$ (3,415,848.77)
 <b>Ending Cash Balance**</b>	 <b>\$31,089,108.67</b>



Celina Independent School District  
Operating Cash Flow  
2021-2022

July 2021  
Actual

*Beginning Cash Balance* \$ 6,409,443.79

**RECEIPTS**

Tax Collections	\$ 31,903.07
Interest	\$ 2,837.16
Other Local Revenue	\$ 57,702.50
State Revenue - Available School	\$ 86,870.00
State Revenue -Foundation	\$ 1,263,060.00
State Revenue - Prior Year	\$
State Revenue - Misc	\$
Federal Program Revenue	\$ 13,189.71
Breakfast/Lunch Revenue - Local/Fed	\$ 530.00
Transfers From Texpool	\$
<b>Total Revenue</b>	<b>\$ 1,456,092.44</b>

**DISBURSEMENTS**

Payroll Net Checks	\$ -1,348,286.40
Payroll Deductions	\$ -76,646.13
TRS Deposit	\$ -178,683.24
IRS Deposit	\$ -166,242.79
<b>Total Payroll</b>	<b>\$ -1,769,858.56</b>

Transfers to Texpool	\$
Transfer to Ind Bank MMA	\$
Account Payable Expenditures	\$ -839003.65
<b>Total Expenditures</b>	<b>\$ -2,608,862.21</b>

Net Change in Cash \$ -1,152,769.77

**Ending Cash Balance** \$ 5,256,674.02

Beginning Cash Balance at Texpool	\$ 3,342,513.41
Deposits - Transfers In	\$
Interest Earned	\$ 53.58
Transfers out	\$
<b>Ending Cash Balance at Texpool</b>	<b>\$ 3,342,566.99</b>

Beginnin Cash Balance-Ind Bank MMA	2,059,391.62
Deposits - Transfer In	
Interest Earned	961.99
Transfers out	
Ending Cash Balance-Ind Bank MMA	<b>2,060,353.61</b>

**TOTAL CASH AVAILABLE** \$ 10,659,594.62

Celina Independent School District  
Investment Statement  
2021-2022

**Construction Account**

Logic Acct Closed June, 2016		JULY 2021
2018 Bond Acct. Closed June '20		
Construction Acct Closed June '20		
<b>2020 Bond Program Sale #2</b>		
Beginning Cash Balance at Ind Bank	\$	34,504,957.44
Deposits - Transfers In	\$	
Interest Earned	\$	15,595.01
Transfers out	\$	3,431,443.78
<b>Ending Cash Balance at Ind Bank</b>	<b>\$</b>	<b>31,089,108.67</b>

**General Operating**

Beginning Cash Balance at Texpool	\$	3,342,513.41
Deposits - Transfers In	\$	
Interest Earned	\$	53.58
Transfers out	\$	
<b>Ending Cash Balance at Texpool</b>	<b>\$</b>	<b>3,342,566.99</b>

Beginning MMA - Independent Bank-Operating	\$	
Deposits - Transfers In	\$	2,059,391.62
Interest Earned	\$	961.99
Transfers out	\$	
<b>Ending MMA - Independent Bank</b>	<b>\$</b>	<b>2,060,353.61</b>

Beginning Cash Balance at Ind Bank	\$	6,409,443.79
Deposits	\$	1,453,255.28
Interest Earned	\$	2,837.16
Expenditures	\$	(2,608,862.21)
<b>Ending Cash Balance Gen Oper.</b>	<b>\$</b>	<b>5,256,674.02</b>

**Interest and Sinking**

Beginning Cash Balance at Texpool	\$	4,608,737.57
Deposits - Transfers In	\$	
Interest Earned	\$	73.92
Transfers out	\$	
<b>Ending Cash Balance at Texpool</b>	<b>\$</b>	<b>4,608,811.49</b>

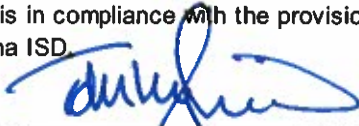
**Interest and Sinking Cont.**

Beginning Cash Balance at Ind Bank	\$	5,469,223.12
Deposits	\$	16,246.53
Interest Earned	\$	2,557.78
Expenditures/Transfers Out	\$	
<b>Ending Cash Balance at Ind Bank</b>	<b>\$</b>	<b>5,488,027.43</b>

Beginning MMA - Independent Bank-I & S	\$	102,973.93
Deposits - Transfers In	\$	
Interest Earned	\$	48.10
Transfers out	\$	
<b>Ending MMA - Independent Bank</b>	<b>\$</b>	<b>103,022.03</b>

Celina Independent School District  
Investment Statement  
2021-2022

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



Dr. Tom Maglisceau, Investment Officer



Amber Pennell, Investment Designee

**RATE INFORMATION**

**INDEPENDENT BANK: NOW checking account rate is based on current market conditions and movement of interest rates. Accounts have a floor rate of 0.25%.**

July, 2021

**TEXPOOL INVESTMENT POOL - July, 2021**

INTEREST RATE:	.0189
ALLOCATION FACTOR:	0.000000517
AVERAGE MONTHLY POOL BALANCE:	23,619,562,762.87
WEIGHTED AVERAGE MATURITY:	32
BOOK VALUE	23,445,086,783.96
MARKET VALUE	23,447,378,730.88
MARKET VALUE PER SHARE:	1.000100
NUMBER OF PARTICIPANTS	2659

**TEXPOOL PORTFOLIO ASSET SUMMARY AS OF July, 2021**

	BOOK VALUE	MARKET VALUE
Uninvested Balance	308.32	308.32
Accrual of Interest Income	5,818,457.35	5,818,457.35
Interest and Management Fees Payable	(378,073.29)	(378,073.29)
Payable for Investment Purchased	(100,000,438.92)	(100,000,438.92)
Accrued Expenses & Taxes	(57,809.80)	(57,809.80)
Repurchase Agreements	7,340,634,882.00	7,340,634,882.00
Mutual Fund Investments	1,295,074,000.00	1,295,074,000.00
Government Securities	3,660,665,049.00	3,662,711,514.64
US Treasury Inflation Protected Securities	0.00	0.00
US Treasury Bills	9,204,624,962.60	9,204,592,356.17
US Treasury Notes	2,038,705,446.70	2,038,983,534.42
Total	23,445,086,783.96	23,447,378,730.88