

Agenda of Regular Action Meeting

The Board of Trustees Dickinson Independent School District

A Regular Action Meeting of the Board of Trustees of Dickinson Independent School District will be held July 18, 2022, beginning at 6:30 PM in the Education Support Center, 2218 FM 517, Dickinson, TX 77539.

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.

During the course of this meeting the Board of Trustees may determine that a closed meeting of the Board of Trustees is required, to discuss the items set forth below. Such closed meeting is authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The closed meeting will be held by the School Board at the date, hour and place indicated in this Notice/Agenda or as soon after the commencement of the meeting covered by this Notice/ Agenda as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to, the sections and purposes covered by the following sections of the Texas Government Code: 551.071, 551.072, 551.073, 551.074, 551.076, 551.082, 551.083, 551.084. Should any final action, decision or vote be required with regard to any matter considered in closed session, the final action, decision or vote shall be in the open meeting, or at a subsequent public meeting, with notice.

1. Roll Call, Establish Quorum, Welcome Visitors
2. Pledge of Allegiance to the American and Texas Flags
3. Public Comment: Agenda Items 3
4. Open Forum: Non agenda Items 4
5. Closed Executive Session 5
 - A. Section 551.074 - Resignations, Retirements, New Hires
 - B. Section 551.074 - Consider Appointment of Assistant Principal at Barber Middle School
 - C. Section 551.074 - Consider Appointment of Assistant Principal at Dickinson High School
6. Action on Closed Executive Session Items
 - A. Consider Approval of Resignations, Retirements, New Hires 6
 - B. Consider Appointment of Assistant Principal at Barber Middle School 7
 - C. Consider Appointment of Assistant Principal at Dickinson High School 8
7. Written Reports 9
 - A. Tax Report for May 2022 and Year to Date 10
 - B. Student Attendance Report for 6th Six Weeks 12
 - C. Parent & Family Engagement Survey 18

D. Safety Report	22
8. Renewal of Property & Casualty Insurance Policies	27
9. UIL Course Exemptions	28
10. Action Items	29
A. Transforming Lives Cooperative Day Program (TLC) MOU 2022-2023	30
B. Detention and Transforming Lives Cooperative (TLC) Residential 2022-2023	41
C. Coastal Alternative Program (CAP) MOU 2022-2023	50
D. Juvenile Justice Alternative Education Program (JJAEP) Interlocal Cooperation Agreement	72
E. Quarterly Investment Report	94
F. Consent Agenda Items	112
• Budget Amendments/Adjustments for June 2, 15, 22, 29, and July 13, 2022	
• Approval of Proposals Received-Contracted Services 21-09-1145	
• New Hires Week of June 6, 2022	
• New Hires Week of June 13, 2022	
• June 6, 2022 Minutes	
• June 13, 2022 Minutes	
• New Hires Week of June 20, 2022	
• Campus Fundraising Requests 2022-2023	
• New Hires Week of June 27, 2022	
• Approval of Proposals Received-Contracted Services 21-09-1145	
• Approval of Proposals Received-AV Supplies, Equipment and Service 22-06-1151	
• Approval of Proposals Received-Campus Fundraising and Special Events 22-06-1152	
• Campus Fundraising Requests-KJHS Dance, JSES	
• Out of State Travel-Kimberly Rich, Exec. Dir. Human Resources	
• Out of State Travel-Christina Cavness, DHS Teacher	
• Out of State Travel-DHS Band	

11. Adjournment

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on Friday, July 15, 2022 at or before 4:30 p.m.

DISD complies with Title II and will make efforts to ensure that board meetings are accessible to qualified individuals with disabilities by furnishing appropriate auxiliary aids and services and making reasonable accommodations. Contact the Asst. Supt. for Administration at (281) 229-6024 should you need accessibility.



Carla Voelkel

Superintendent of Schools

DICKINSON INDEPENDENT SCHOOL DISTRICT BOARD AGENDA DOCUMENT

Item Title: Public Comment: Agenda Items

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening regarding agenda items per HB 2840. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received.

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Item Title: Open Forum

Agenda Item: Carla Voelkel

Background Information:

The Board will hear from those in the audience who have completed the document for permission to address the Board this evening. The Board President or Secretary will ask the individuals to speak in the order in which the completed document was received. Each will be limited to no more than three minutes. No one may begin addressing the Board thirty minutes from this time.

DICKINSON INDEPENDENT SCHOOL DISTRICT

EXECUTIVE BOARD AGENDA DOCUMENT

Meeting Date: July 18, 2022

Item Title: Executive Session

Agenda Item: President of the Board

The Board President will reconvene the Board to meet in Executive Session. If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by **the Texas Open Meetings Act**, Texas Government Code **Section 551.001** et seq., will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including but not limited to the following section(s) and purpose(s): Texas Government Code **Section 551.071** - Consultation with District's attorney regarding potential claim to be asserted by the District and concerning matters on which the attorney's duty to the District under the Texas Disciplinary Rules of Professional Conduct clearly conflicts with the Texas Open Meetings Laws; **Section 551.074** - for the purpose of considering the appointment, resignations, reassignment, evaluation, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against public officers or employees; **Section 551.082** school children; school district employees; disciplinary matter or complaint, and **Section 551.0821** for the purpose of considering a matter regarding a public school student where personally identifiable information about the student will necessarily be revealed by the deliberation.

Time To Executive Session: _____

Time Out of Executive Session: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 18, 2022

Item Title: Personnel Action
• Employment
• Resignations/Retirement

Agenda Item: Kimberly Rich

- We have sixty-six (66) new hires
• We have thirty-nine (39) resignations: one (1) Teacher at K.E. Little Elementary School, one (1) Teacher at Lobit Elementary, two (2) Teachers at Silbernagel Elementary, one (1) Teacher at Hughes Road Elementary, two (2) Teachers at Bay Colony Elementary, two (2) Teachers at San Leon Elementary, five (5) Teachers at Calder Road Elementary, three (3) Teachers at Dunbar Middle School, one (1) Teacher at Barber Middle School, five (5) Teachers at Lobit Middle School, three (3) Academic Coaches at McAdams Junior High, one (1) Teacher at McAdams Junior High, three (3) Teachers at Kranz Junior High, one (1) Assistant Principal at Dickinson High School, seven (7) Teachers at Dickinson High School, one (1) Site Supervisor in Food and Nutrition.
• We have one (1) retirement: one (1) Campus Compliance Coordinator in Special Programs
• We have zero (0) ineligible to hire.

Recommendation:

The Superintendent recommends the employment and ratification of the resignations/retirement of the above personnel.

Action Item: [checked] Yes _____ No

Motion made by _____ seconded by _____ vote _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 18, 2022

Item Title: Appointment of the Assistant Principal at Barber Middle School.

Agenda Item: Carla Voelkel

Administration discussed with the Board of Trustees the appointment of the Assistant Principal at Barber Middle School.

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Brandi Peterson as the Assistant Principal at Barber Middle School School.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 18, 2022

Item Title: Appointment of the Assistant Principal at Dickinson High School.

Agenda Item: Carla Voelkel

Administration discussed with the Board of Trustees the appointment of the Assistant Principal at Dickinson High School.

Recommendation:

The Superintendent and the Executive Director of Human Resources recommend the appointment of Christina Cavness as the Assistant Principal at Dickinson High School.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 18, 2022

Item Title: Written Reports

If a request to pull a Written Report is not received by the afternoon of the Board meeting, the report writer will not be in attendance and President Magliolo will move to the next item.

Background Information:

Written Reports

- Tax Report for May, 2022 and Year to Date – Kelly Logsdon
- Student Attendance Report for the 6th Six Weeks – Dr. Jeff Pack
- Parent and Family Engagement Survey– Kathy Behrendsen
- Disciplinary/Safety Report – Robert Cobb

Recommendation:

Information only

Action Item: _____ Yes _____ No

**DICKINSON INDEPENDENT SCHOOL DISTRICT
AGENDA DOCUMENT**

Meeting Date: July 18, 2022

Item Title: Monthly Tax Collection Report

Agenda Item: Kelly Logsdon

Background Information:

The Monthly Tax Collection Report for May, 2022 and year to date is attached.

Recommendation:

Information only

Action Item: _____ Yes No

Tax Year	Adjusted Taxable Values	Tax Rate	Tax Levy	Current Year Taxes Collected	Current Year % Collected
2021	\$5,711,659,161	\$1.312	\$74,936,968	\$71,832,185	95.86%
2020	\$4,851,053,036	\$1.344	\$65,198,153	\$63,813,518	97.88%
2019	\$4,166,906,421	\$1.450	\$60,420,143	\$59,423,702	98.35%
2018	\$3,689,155,526	\$1.520	\$56,075,164	\$54,995,123	98.07%
2017	\$3,390,794,185	\$1.520	\$52,218,230	\$51,140,065	97.94%

Dickinson Independent School District
Monthly Tax Collections Report
Maintenance Operations and Interest Sinking

2021 Tax Year	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Totals:	% To Total
Current Year Tax	Pending Billing	\$1,088,340	\$3,747,145	\$31,980,110	\$22,328,154	\$10,529,093	\$939,131	\$675,619	\$544,593				\$71,832,185	
YTD % Collected	0.00%	1.45%	6.45%	49.13%	78.92%	92.98%	94.23%	95.13%	95.86%	95.86%	95.86%	95.86%	95.86%	95.86%
Prior Years Tax	\$62,609	\$122,577	\$73,266	\$68,898	-\$73,715	\$36,019	-\$162,238	\$69,695	\$54,029				\$251,141	
Subtotal Taxes	\$62,609	\$1,210,917	\$3,820,410	\$32,049,008	\$22,254,439	\$10,565,113	\$776,893	\$745,315	\$598,622	\$0	\$0	\$0	\$72,083,326	96.19%
Penalty & Interest	\$35,037	\$47,711	\$23,970	\$21,093	\$30,931	\$99,484	\$102,498	\$80,760	\$63,253				\$504,735	
Total Taxes & P&I	\$97,645	\$1,258,628	\$3,844,380	\$32,070,101	\$22,285,370	\$10,664,596	\$879,391	\$826,074	\$661,875	\$0	\$0	\$0	\$72,588,061	96.87%
Attorney Fees	\$18,740	\$40,603	\$19,699	\$12,771	\$22,513	\$18,718	\$20,894	\$19,397	\$18,459				\$191,794	
Total Collections	\$116,385	\$1,299,231	\$3,864,080	\$32,082,872	\$22,307,883	\$10,683,314	\$900,285	\$845,471	\$680,334	\$0	\$0	\$0	\$72,779,855	N/A

2020 Tax Year	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Totals:	% To Total
Current Year Tax	Pending Billing	\$378,534	\$2,549,710	\$13,354,403	\$29,495,191	\$14,036,825	\$1,771,012	\$682,688	\$492,047	\$415,731	\$290,712	\$346,665	\$63,813,518	
YTD % Collected	0.00%	0.58%	4.49%	24.97%	70.21%	91.74%	94.46%	95.51%	96.26%	96.90%	97.34%	97.88%	97.88%	97.88%
Prior Years Tax	\$261,234	\$82,519	\$117,291	\$80,410	\$69,068	\$80,828	\$34,645	\$78,174	\$87,587	\$67,362	\$44,020	\$166,788	\$1,169,927	
Subtotal Taxes	\$261,234	\$461,054	\$2,667,001	\$13,434,813	\$29,564,260	\$14,117,652	\$1,805,657	\$760,862	\$579,634	\$483,093	\$334,732	\$513,453	\$64,983,444	99.67%
Penalty & Interest	\$45,743	\$21,674	\$29,695	\$33,306	\$21,003	\$57,700	\$105,272	\$70,803	\$56,352	\$56,101	\$47,512	\$42,502	\$587,663	
Total Taxes & P&I	\$306,977	\$482,728	\$2,696,696	\$13,468,119	\$29,585,263	\$14,175,353	\$1,910,929	\$831,665	\$635,986	\$539,194	\$382,244	\$555,955	\$65,571,107	100.57%
Attorney Fees	\$26,755	\$18,926	\$14,740	\$22,947	\$15,775	\$12,989	\$19,895	\$20,509	\$13,930	\$16,899	\$36,967	\$38,277	\$258,611	
Total Collections	\$333,732	\$501,654	\$2,711,435	\$13,491,066	\$29,601,038	\$14,188,342	\$1,930,824	\$852,174	\$649,916	\$556,093	\$419,212	\$594,232	\$65,829,718	N/A

2019 Tax Year	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	Totals:	% To Total
Current Year Tax	Pending Billing	\$149,295	\$2,782,035	\$24,347,020	\$21,701,965	\$7,295,092	\$624,605	\$713,295	\$409,011	\$818,065	\$386,690	\$196,629	\$59,423,702	
YTD % Collected	0.00%	0.25%	4.85%	45.15%	81.07%	93.14%	94.17%	95.35%	96.03%	97.39%	98.03%	98.35%	98.35%	98.35%
Prior Years Tax	\$204,856	\$75,888	\$65,915	\$67,241	\$105,664	\$412,440	\$36,605	\$19,100	-\$8,538	\$45,032	\$57,688	\$121,115	\$1,203,006	
Subtotal Taxes	\$204,856	\$225,183	\$2,847,950	\$24,414,261	\$21,807,629	\$7,707,532	\$661,210	\$732,395	\$400,472	\$863,098	\$444,379	\$317,744	\$60,626,708	100.34%
Penalty & Interest	\$43,730	\$20,895	\$21,205	\$23,190	\$29,700	\$58,660	\$49,448	\$58,734	\$44,198	\$61,352	\$56,012	\$35,363	\$502,486	
Total Taxes & P&I	\$248,586	\$246,078	\$2,869,155	\$24,437,451	\$21,837,329	\$7,766,192	\$710,658	\$791,129	\$444,670	\$924,450	\$500,391	\$353,106	\$61,129,195	101.17%
Attorney Fees	\$37,553	\$18,475	\$15,622	\$16,339	\$14,363	\$16,576	\$8,654	\$7,447	\$9,389	\$11,274	\$48,017	\$31,772	\$235,481	
Total Collections	\$286,139	\$264,553	\$2,884,778	\$24,453,789	\$21,851,692	\$7,782,768	\$719,311	\$798,576	\$454,059	\$935,723	\$548,408	\$384,878	\$61,364,675	N/A

2018 Tax Year	Sep-18	Oct-18	Nov-18	Dec-18	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Totals:	% To Total
Current Year Tax	Pending Billing	\$770,275	\$2,711,777	\$10,821,827	\$31,598,499	\$6,705,964	\$1,032,517	\$527,234	\$385,353	\$339,487	\$372,586	\$238,083	\$55,503,602	
YTD % Collected	0.00%	1.35%	6.10%	25.07%	80.46%	92.21%	94.02%	94.94%	95.62%	96.21%	96.87%	97.28%	97.28%	97.28%
Prior Years Tax	\$115,032	\$102,879	\$49,873	\$71,307	\$61,014	\$112,220	\$32,790	\$62,396	\$47,284	\$49,934	\$64,771	\$46,812	\$816,312	
Subtotal Taxes	\$115,032	\$873,153	\$2,761,650	\$10,893,135	\$31,659,513	\$6,818,184	\$1,065,307	\$589,630	\$432,637	\$389,421	\$437,358	\$284,895	\$56,319,914	98.71%
Penalty & Interest	\$21,487	\$18,180	\$14,583	\$15,852	\$22,941	\$73,075	\$62,393	\$48,233	\$44,527	\$37,546	\$54,866	\$38,232	\$444,565	
Total Taxes & P&I	\$136,519	\$891,333	\$2,776,233	\$10,908,986	\$31,682,454	\$6,891,259	\$1,127,700	\$637,863	\$477,164	\$426,967	\$492,224	\$315,777	\$56,764,478	99.49%
Attorney Fees	\$19,713	\$14,417	\$11,989	\$12,942	\$14,314	\$22,911	\$12,565	\$13,744	\$13,326	\$8,928	\$35,743	\$27,655	\$208,248	
Total Collections	\$156,232	\$905,750	\$2,788,222	\$10,921,929	\$31,696,768	\$6,914,169	\$1,140,265	\$651,608	\$490,490	\$435,895	\$527,967	\$343,432	\$56,972,727	N/A

2017 Tax Year	Sep-17	Oct-17	Nov-17	Dec-17	Jan-18	Feb-18	Mar-18	Apr-18	May-18	Jun-18	Jul-18	Aug-18	Totals:	% To Total
Current Year Tax	Pending Billing	\$187,352	\$2,763,831	\$21,998,802	\$19,021,683	\$7,891,945	\$1,072,658	\$543,284	\$471,494	\$357,831	\$365,201	\$321,043	\$54,995,123	
YTD % Collected	0.00%	0.33%	5.26%	44.49%	78.42%	92.49%	94.40%	95.37%	96.21%	96.85%	97.50%	98.07%	98.07%	98.07%
Prior Years Tax	\$200,336	\$135,217	\$62,894	\$83,240	\$64,886	\$61,495	\$65,875	\$58,143	\$48,631	\$40,850	\$38,184	\$204,591	\$1,064,342	
Subtotal Taxes	\$200,336	\$322,569	\$2,826,725	\$22,082,041	\$19,086,569	\$7,953,440	\$1,138,534	\$601,427	\$520,125	\$398,681	\$403,384	\$525,634	\$56,059,466	99.97%
Penalty & Interest	\$49,273	\$44,823	\$17,838	\$23,288	\$18,997	\$78,141	\$73,420	\$44,898	\$55,366	\$46,319	\$57,711	\$48,275	\$558,349	
Total Taxes & P&I	\$249,608	\$367,392	\$2,844,563	\$22,105,330	\$19,105,567	\$8,031,580	\$1,211,954	\$646,325	\$575,491	\$445,000	\$461,095	\$573,909	\$56,617,814	100.97%
Attorney Fees	\$49,872	\$35,006	\$13,496	\$20,231	\$10,986	\$10,396	\$8,938	\$17,883	\$17,233	\$12,983	\$45,535	\$46,595	\$289,154	
Total Collections	\$299,481	\$402,398	\$2,858,059	\$22,125,561	\$19,116,553	\$8,041,977	\$1,220,891	\$664,208	\$592,724	\$457,983	\$506,631	\$620,504	\$56,906,968	N/A

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 18, 2022

Item Title: Student Attendance Report for Sixth Six Weeks

Agenda Item: Dr. Jeff Pack

Background Information:

Attached is data from the sixth six-week reporting period for 2021-2022 and comparison data from the 2017-2018, 2018-2019, 2019-2020, and 2020-2021 school years.

Recommendation:

Information only

Action Item: _____ Yes √ No

ADA Percentages by Campus

Campus	2017-18		2018-19		2019-20		2020-21		2021-22	
	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA
Little Elementary School										
First six weeks	624.90	96.50%	625.50	96.30%	620.70	95.10%	474.76	91.83%	503.20	90.00%
Second six weeks	628.40	95.30%	624.70	96.20%	619.10	94.30%	515.66	92.82%	524.83	92.71%
Third six weeks	615.00	94.60%	625.60	95.80%	588.00	90.70%	520.70	92.30%	527.46	93.59%
Fourth six weeks	605.70	93.40%	628.10	95.10%	581.07	94.76%	519.30	91.70%	496.74	88.69%
Fifth six weeks	608.10	94.10%	632.40	94.20%	COVID-19	COVID-19	530.04	93.50%	527.22	93.20%
Sixth six weeks	606.10	94.60%	642.40	94.50%	COVID-19	COVID-19	522.00	91.30%	533.21	93.30%
<i>Yearly Average</i>	614.70	94.75%	629.78	95.35%	609.12	93.90%	513.74	92.24%	518.78	91.92%
Lobit Elementary School										
First six weeks	508.40	96.30%	522.10	96.90%	595.40	97.10%	593.36	97.55%	667.31	92.40%
Second six weeks	503.60	96.60%	533.80	96.50%	592.90	95.70%	585.68	95.49%	690.84	93.95%
Third six weeks	500.10	95.20%	532.10	95.50%	593.60	95.10%	583.40	94.50%	701.01	94.40%
Fourth six weeks	510.10	95.90%	539.50	96.10%	589.89	96.01%	596.10	94.80%	670.96	90.79%
Fifth six weeks	517.70	96.40%	544.20	95.80%	COVID-19	COVID-19	612.69	95.40%	705.00	94.72%
Sixth six weeks	517.40	96.20%	545.80	95.90%	COVID-19	COVID-19	618.00	95.20%	706.79	94.03%
<i>Yearly Average</i>	509.55	96.10%	536.25	96.12%	593.86	95.98%	598.21	95.49%	690.32	93.38%
Silbernagel Elementary School										
First six weeks	674.70	96.40%	612.90	96.10%	593.90	96.50%	533.74	94.13%	532.47	92.90%
Second six weeks	668.40	95.80%	615.20	96.30%	604.10	95.80%	551.45	94.29%	547.92	93.86%
Third six weeks	658.70	94.50%	611.00	96.00%	595.30	94.20%	556.50	94.90%	541.35	93.32%
Fourth six weeks	649.20	94.30%	604.90	95.90%	560.90	94.60%	557.40	94.30%	539.35	91.89%
Fifth six weeks	660.60	94.90%	601.20	95.10%	COVID-19	COVID-19	571.22	94.70%	559.73	94.54%
Sixth six weeks	662.60	94.90%	604.50	95.30%	COVID-19	COVID-19	571.06	94.10%	559.12	93.61%
<i>Yearly Average</i>	662.37	95.13%	608.28	95.78%	594.61	95.21%	556.90	94.40%	546.66	93.35%
Hughes Road Elementary School										
First six weeks	559.00	96.70%	588.30	94.90%	612.90	95.50%	599.80	94.42%	593.52	91.80%
Second six weeks	552.30	96.10%	601.00	95.80%	617.00	94.80%	601.40	93.44%	610.14	93.00%
Third six weeks	547.30	95.00%	595.90	95.00%	611.40	93.00%	609.60	94.90%	620.29	94.53%
Fourth six weeks	546.50	95.10%	603.00	95.30%	630.40	94.86%	606.40	94.60%	608.26	91.49%
Fifth six weeks	555.80	95.10%	599.60	94.50%	COVID-19	COVID-19	607.25	94.20%	631.25	93.48%
Sixth six weeks	554.60	95.10%	608.20	95.20%	COVID-19	COVID-19	609.22	93.60%	640.60	93.21%
<i>Yearly Average</i>	552.58	95.52%	599.33	95.12%	616.69	94.59%	605.61	94.19%	617.34	92.92%

ADA Percentages by Campus

Campus	2017-18		2018-19		2019-20		2020-21		2021-22	
	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA
Bay Colony Elementary School										
First six weeks	686.20	96.70%	649.80	96.60%	633.10	96.50%	599.05	95.61%	601.27	93.30%
Second six weeks	672.90	95.70%	639.80	95.90%	625.00	95.10%	605.87	94.63%	604.02	92.97%
Third six weeks	666.60	95.10%	637.40	94.70%	615.00	93.50%	609.00	94.70%	605.35	93.71%
Fourth six weeks	678.30	95.40%	649.20	95.80%	626.55	95.27%	607.30	94.00%	588.93	90.56%
Fifth six weeks	679.50	95.60%	650.70	95.50%	COVID-19	COVID-19	609.01	94.00%	610.31	93.80%
Sixth six weeks	675.40	95.20%	652.60	95.30%	COVID-19	COVID-19	603.47	93.60%	600.96	92.73%
<i>Yearly Average</i>	676.48	95.62%	646.58	95.63%	623.67	95.14%	605.62	94.42%	601.81	92.85%
San Leon Elementary School										
First six weeks	644.50	96.40%	637.00	96.00%	639.70	96.20%	591.73	93.16%	539.37	91.30%
Second six weeks	643.90	95.50%	629.90	94.70%	629.80	94.60%	616.07	93.67%	563.28	92.07%
Third six weeks	638.40	95.10%	622.90	95.10%	624.30	93.20%	617.40	94.30%	574.43	92.98%
Fourth six weeks	650.80	95.20%	616.80	95.20%	610.07	94.96%	601.80	92.70%	552.76	88.78%
Fifth six weeks	645.90	95.00%	618.60	94.30%	COVID-19	COVID-19	594.98	93.20%	575.36	92.92%
Sixth six weeks	643.60	95.20%	621.50	94.40%	COVID-19	COVID-19	593.11	93.70%	579.29	92.67%
<i>Yearly Average</i>	644.52	95.40%	624.45	94.95%	633.74	94.77%	602.52	93.46%	564.08	91.79%
Calder Road Elementary										
First six weeks	499.40	96.20%	515.30	96.20%	581.50	96.30%	558.97	95.42%	606.63	92.40%
Second six weeks	488.90	96.10%	517.80	95.90%	582.30	94.90%	589.30	95.21%	628.28	93.88%
Third six weeks	481.80	94.90%	508.00	94.60%	576.00	94.40%	599.70	95.40%	624.81	94.08%
Fourth six weeks	474.70	95.20%	522.10	96.20%	564.01	94.61%	607.70	94.70%	610.73	90.86%
Fifth six weeks	481.10	95.80%	521.40	95.40%	COVID-19	COVID-19	609.21	94.60%	644.00	94.59%
Sixth six weeks	479.80	95.30%	522.90	95.20%	COVID-19	COVID-19	611.05	94.20%	636.21	92.88%
<i>Yearly Average</i>	484.28	95.58%	517.92	95.58%	578.80	94.95%	595.99	94.92%	625.11	93.12%
Dunbar Middle School										
First six weeks	650.10	96.40%	618.40	96.00%	592.50	96.00%	608.58	95.96%	582.59	91.60%
Second six weeks	644.90	95.30%	620.50	95.70%	585.50	94.90%	599.80	94.53%	602.60	93.41%
Third six weeks	641.60	94.80%	618.30	94.90%	581.50	93.50%	603.20	94.70%	618.95	93.16%
Fourth six weeks	631.00	94.40%	601.10	94.30%	580.41	94.33%	588.00	93.10%	593.85	88.91%
Fifth six weeks	626.70	94.80%	601.30	94.40%	COVID-19	COVID-19	588.57	92.80%	619.38	93.42%
Sixth six weeks	632.50	94.60%	597.20	93.80%	COVID-19	COVID-19	591.94	92.90%	622.71	93.52%
<i>Yearly Average</i>	637.80	95.05%	609.47	94.85%	583.79	94.68%	596.68	94.00%	606.68	92.34%

ADA Percentages by Campus

Campus	2017-18		2018-19		2019-20		2020-21		2021-22	
	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA
Barber Middle School										
First six weeks	625.50	97.50%	683.20	97.40%	697.90	97.10%	685.08	98.52%	544.27	93.20%
Second six weeks	628.80	97.40%	684.60	96.80%	696.30	96.50%	685.00	96.88%	558.34	95.33%
Third six weeks	621.00	95.80%	677.70	96.20%	691.60	95.80%	683.40	96.70%	555.10	94.71%
Fourth six weeks	625.00	95.40%	679.40	96.40%	695.27	95.97%	665.40	95.60%	539.67	91.83%
Fifth six weeks	630.10	95.50%	679.40	95.80%	COVID-19	COVID-19	664.86	95.40%	564.15	94.96%
Sixth six weeks	633.20	96.10%	681.80	95.60%	COVID-19	COVID-19	657.94	94.80%	563.03	94.57%
<i>Yearly Average</i>	627.27	96.28%	681.02	96.37%	693.86	96.34%	673.61	96.32%	554.09	94.10%
Lobit Middle School										
First six weeks	414.40	97.00%	420.00	97.00%	436.80	96.50%	461.04	98.62%	472.62	91.70%
Second six weeks	405.50	95.90%	421.10	96.60%	440.70	96.20%	451.77	95.60%	494.79	94.70%
Third six weeks	406.10	95.60%	422.20	96.50%	435.90	94.90%	455.00	96.60%	496.75	93.85%
Fourth six weeks	410.90	96.20%	420.70	96.10%	442.12	95.55%	459.20	96.10%	476.96	90.63%
Fifth six weeks	408.90	95.80%	421.80	95.40%	COVID-19	COVID-19	454.75	95.30%	497.24	94.82%
Sixth six weeks	408.80	95.50%	426.80	96.10%	COVID-19	COVID-19	450.62	95.10%	492.64	94.00%
<i>Yearly Average</i>	409.10	96.00%	422.10	96.28%	437.31	95.78%	455.40	96.22%	488.50	93.28%
McAdams Junior High School										
First six weeks	1504.40	95.80%	726.40	96.30%	843.60	96.50%	872.75	98.64%	825.62	92.20%
Second six weeks	1484.50	94.60%	726.70	95.50%	844.10	95.40%	846.83	95.45%	850.04	93.52%
Third six weeks	1466.20	93.40%	722.60	94.80%	827.40	93.80%	843.80	94.30%	835.45	91.67%
Fourth six weeks	1472.30	93.60%	729.50	95.00%	829.29	94.48%	833.00	93.10%	808.78	88.73%
Fifth six weeks	1477.10	94.00%	728.10	94.50%	COVID-19	COVID-19	828.96	93.10%	847.83	92.94%
Sixth six weeks	1446.10	92.00%	731.40	94.20%	COVID-19	COVID-19	805.53	90.60%	843.22	92.14%
<i>Yearly Average</i>	1475.10	93.90%	727.45	95.05%	834.43	95.03%	838.48	94.20%	835.16	91.87%
Kranz Junior High School										
First six weeks			884.20	96.00%	964.90	96.40%	916.58	96.66%	873.11	92.10%
Second six weeks			873.80	94.70%	964.60	95.70%	926.54	94.91%	905.56	94.04%
Third six weeks			871.20	94.10%	949.20	94.20%	922.30	94.20%	895.55	92.58%
Fourth six weeks			873.20	94.60%	950.41	95.15%	891.70	92.00%	864.89	89.51%
Fifth six weeks			867.00	93.70%	COVID-19	COVID-19	883.72	92.00%	904.80	93.49%
Sixth six weeks			864.80	94.20%	COVID-19	COVID-19	877.56	91.20%	898.30	93.18%
<i>Yearly Average</i>			872.37	94.55%	954.71	95.42%	903.07	93.50%	890.37	92.48%

ADA Percentages by Campus

Campus	2017-18		2018-19		2019-20		2020-21		2021-22	
	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA
Dickinson High School										
First six weeks	2815.70	95.80%	2849.80	95.10%	2997.60	95.70%	3190.34	96.05%	3158.21	91.70%
Second six weeks	2756.60	94.20%	2842.60	94.60%	2977.30	94.80%	3108.13	93.23%	3215.14	92.04%
Third six weeks	2720.90	93.90%	2824.80	94.70%	2950.20	94.10%	3017.80	90.90%	3202.00	92.19%
Fourth six weeks	2664.10	92.90%	2759.10	93.50%	2907.38	93.91%	2680.20	84.60%	3019.70	88.55%
Fifth six weeks	2642.40	92.80%	2752.70	94.10%	COVID-19	COVID-19	2736.94	87.80%	3118.68	92.49%
Sixth six weeks	2642.00	93.80%	2748.60	94.40%	COVID-19	COVID-19	2781.00	89.70%	3051.13	91.41%
<i>Yearly Average</i>	2706.95	93.90%	2796.27	94.40%	2951.39	94.57%	2919.07	90.38%	3127.48	91.40%
Dickinson Continuation Center										
First six weeks	68.10	93.00%	59.20	88.20%	60.30	92.70%	65.08	95.13%	68.85	88.90%
Second six weeks	64.20	90.90%	57.90	87.40%	56.20	90.40%	61.97	86.59%	59.38	85.67%
Third six weeks	61.10	92.80%	52.70	86.00%	48.60	90.90%	54.60	84.40%	45.95	87.94%
Fourth six weeks	62.60	90.20%	55.10	88.40%	57.54	89.02%	137.00	87.00%	66.52	85.00%
Fifth six weeks	55.40	90.60%	47.70	87.00%	COVID-19	COVID-19	115.93	80.30%	59.39	87.86%
Sixth six weeks	43.60	92.70%	39.20	89.20%	COVID-19	COVID-19	92.44	80.30%	45.52	89.99%
<i>Yearly Average</i>	59.17	91.70%	51.97	87.70%	55.66	90.79%	87.84	85.62%	57.60	87.56%
Transforming Lives Cooperative										
First six weeks	8.80	98.80%	5.30	100.00%	8.80	97.60%	6.08	96.69%	8.00	100.00%
Second six weeks	8.10	100.00%	8.30	99.20%	8.90	100.00%	7.27	100.00%	8.66	99.60%
Third six weeks	8.30	95.10%	10.40	93.20%	9.70	98.80%	8.00	100.00%	8.30	100.00%
Fourth six weeks	8.40	99.10%	8.90	96.50%	8.46	90.13%	5.60	100.00%	6.92	99.45%
Fifth six weeks	9.20	99.30%	7.80	100.00%	COVID-19	COVID-19	5.93	100.00%	6.21	97.24%
Sixth six weeks	7.50	100.00%	7.00	99.10%	COVID-19	COVID-19	6.62	99.10%	6.73	100.00%
<i>Yearly Average</i>	8.38	98.72%	7.95	98.00%	8.86	95.01%	6.58	99.30%	7.47	99.38%
Galveston County Detention Facility										
First six weeks	12.10	99.50%	15.60	98.00%	23.10	99.40%	7.42	99.44%	13.81	98.20%
Second six weeks	23.50	99.60%	15.20	98.90%	21.40	96.20%	12.43	100.00%	17.13	99.81%
Third six weeks	18.70	99.80%	11.80	99.30%	21.00	92.10%	7.40	100.00%	15.96	100.00%
Fourth six weeks	13.90	98.70%	22.30	99.80%	23.85	93.05%	7.30	100.00%	19.22	100.00%
Fifth six weeks	15.20	99.10%	24.70	99.70%	COVID-19	COVID-19	9.11	100.00%	22.59	100.00%
Sixth six weeks	13.50	99.80%	20.10	98.00%	COVID-19	COVID-19	12.15	100.00%	16.52	100.00%
<i>Yearly Average</i>	16.15	99.42%	18.28	98.95%	21.90	92.65%	9.30	99.91%	17.54	99.67%

ADA Percentages by Campus

Campus	2017-18		2018-19		2019-20		2020-21		2021-22	
	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA	Total ADA	% ADA
Coastal Alternative Program										
First six weeks	5.60	79.10%	5.30	78.50%	2.30	64.30%	0.00	0.00%	1.00	92.90%
Second six weeks	3.70	47.90%	5.50	75.60%	3.10	73.00%	0.00	0.00%	1.58	78.85%
Third six weeks	4.50	54.80%	5.10	83.70%	3.10	63.40%	0.50	72.20%	3.00	86.96%
Fourth six weeks	3.80	77.60%	4.10	72.40%	3.65	62.66%	0.50	52.00%	4.23	94.62%
Fifth six weeks	2.80	65.80%	3.70	76.30%	COVID-19	COVID-19	1.24	63.20%	5.53	83.19%
Sixth six weeks	2.50	60.00%	2.00	45.50%	COVID-19	COVID-19	2.36	84.80%	4.97	82.81%
<i>Yearly Average</i>	3.82	64.20%	4.28	72.00%	3.03	67.21%	1.15	68.05%	3.39	86.56%
DISTRICT TOTAL										
First six weeks	10301.80	96.20%	10418.30	95.90%	10905.10	96.10%	10758.31	96.01%	10592.08	92.00%
Second six weeks	10178.10	95.20%	10418.40	95.40%	10868.20	95.20%	10766.57	94.27%	10882.53	93.11%
Third six weeks	10055.70	94.40%	10349.60	95.00%	10721.70	93.90%	10694.00	93.60%	10871.84	93.07%
Fourth six weeks	10007.20	94.20%	10316.90	94.90%	10783.56	94.58%	10357.50	91.10%	10468.47	89.66%
Fifth six weeks	10016.50	94.40%	10302.10	94.60%	COVID-19	COVID-19	10424.41	92.00%	10898.67	93.43%
Sixth six weeks	9969.00	94.30%	10316.60	94.70%	COVID-19	COVID-19	10404.11	92.20%	10800.95	92.73%
Actual ADA for School Year	10088.05	94.78%	10353.65	95.08%	10795.43	94.95%	10567.48	93.20%	10752.42	92.33%
Projected ADA for School Year	*10350		*10500		*10800		*11000		*11400	

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 18, 2022

Item Title: 21-22 Dickinson ISD Parent and Family Engagement Survey

Agenda Item: Kathy Behrendsen

Background Information:

The 21-22 Dickinson ISD Parent and Family Engagement Survey is attached for your review.

Recommendation:

Information only

Action Item: _____ Yes No

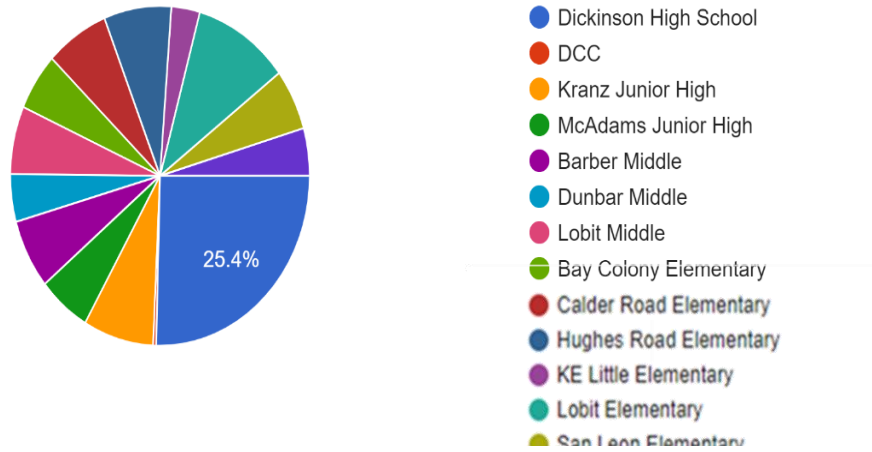


Dickinson ISD

2021-2022 Family Survey

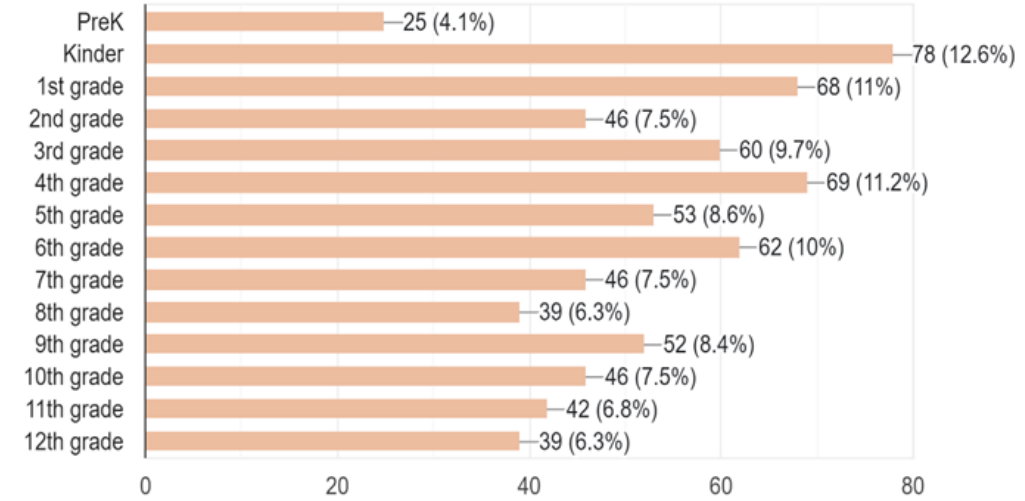
Choose your child's school, if you have more than one child in DISD, please complete a survey for each school so each school has accurate feedback.

618 responses



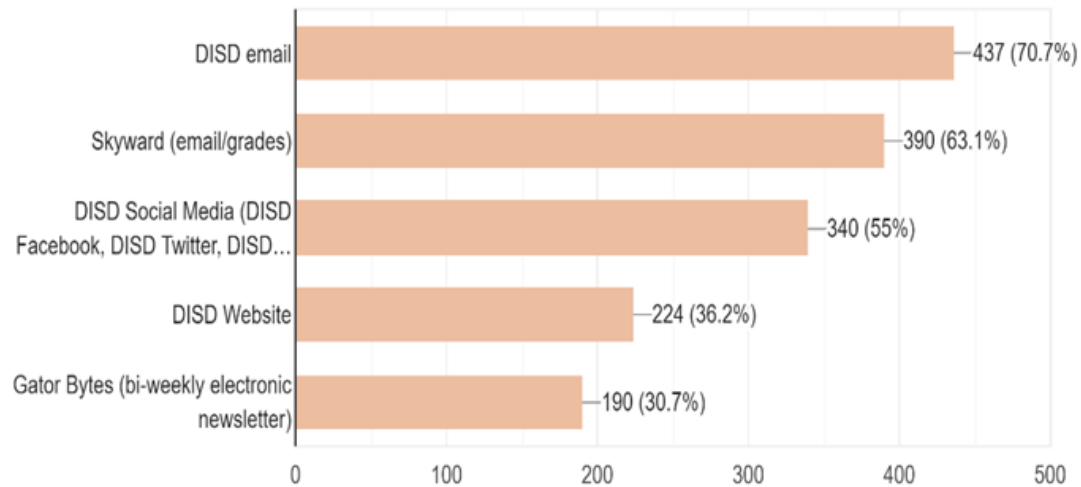
Children's grades (Pk-12)

617 responses



Which means of district communication do you access regularly? (check all that apply)

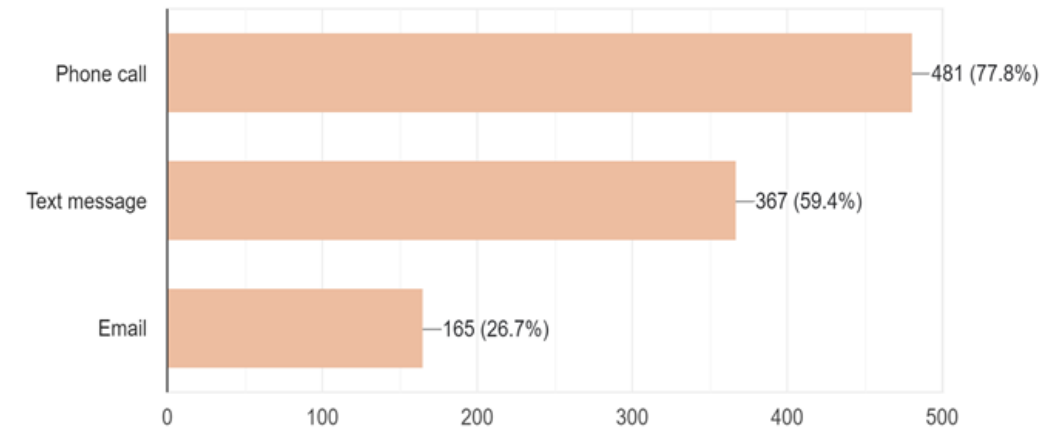
618 responses



What is your preference for emergency notifications?

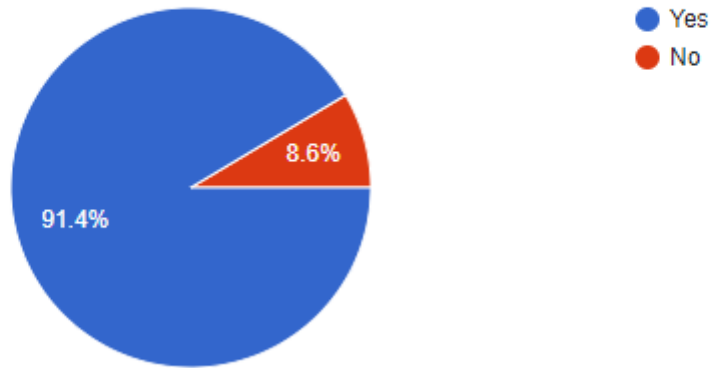
618 responses

20



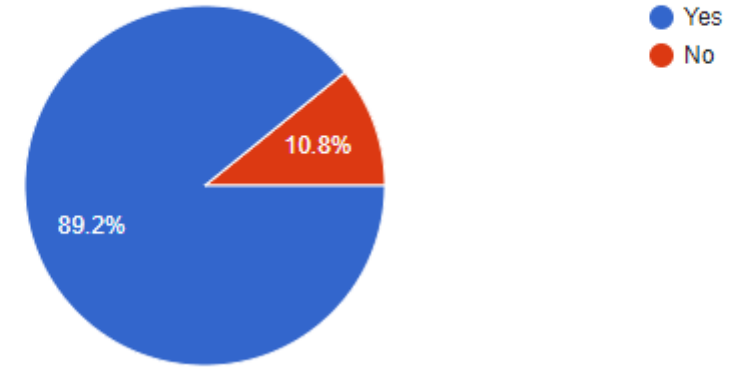
Do you feel the DISD safety measures for the COVID pandemic were sufficient?

618 responses



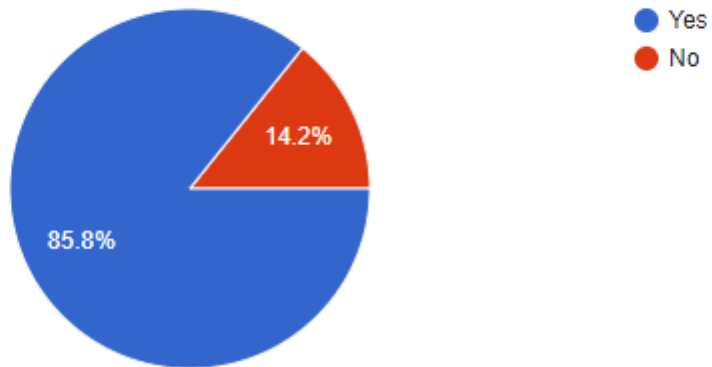
Do you feel the district makes student and staff safety a priority?

618 responses



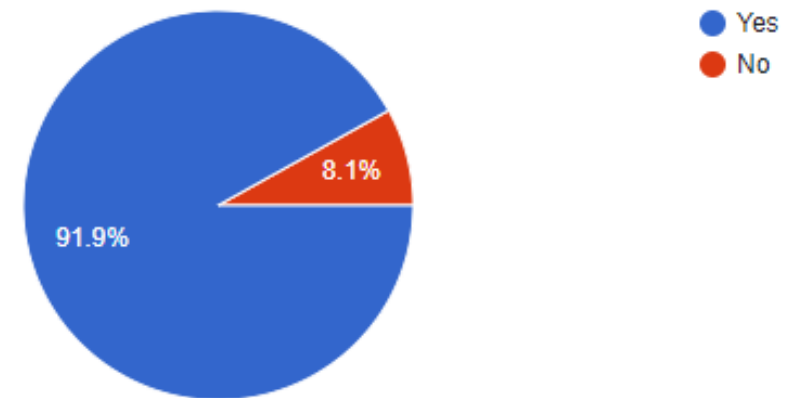
I am aware of the district procedures DISD has in place to deal with emergencies (weather-related, intruder, hazardous chemicals, fire).

618 responses



DISD takes all threats and rumors of violence seriously and investigates appropriately.

618 responses



DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 18, 2022

Item Title: Board Safety Report

Agenda Item: Robert Cobb

Background Information:

Attached is the Board Safety Report for April 2022 through July 2022. The report updates safety training through July and cumulative discipline reporting for the school year.

Recommendation:

Information only

Action Item: _____ Yes _____ No

Safety Report Update

July 2022

Safety training, especially reunification was the theme for June. The district sent a team to the “Neighbor Helping Neighbor – Operation Standard Reunification Method Exercise” training sponsored by Harris County Department of Education. HCDE brought in John Michael Keyes, Founder of the I Love You Guys Foundation, to present on the Standard Response Protocols (SRP) and Standard Reunification Method (SRM). Goose Creek CISD hosted the event, and it was attended by school districts from all over Region 4. The first day consisted of indoor training focused on the SRP and SRM processes. We spent the second day outside experiencing the reunification process through role playing and a reunification exercise. The second day was very hot, but we learned a great deal as we experienced a “real” reunification process.

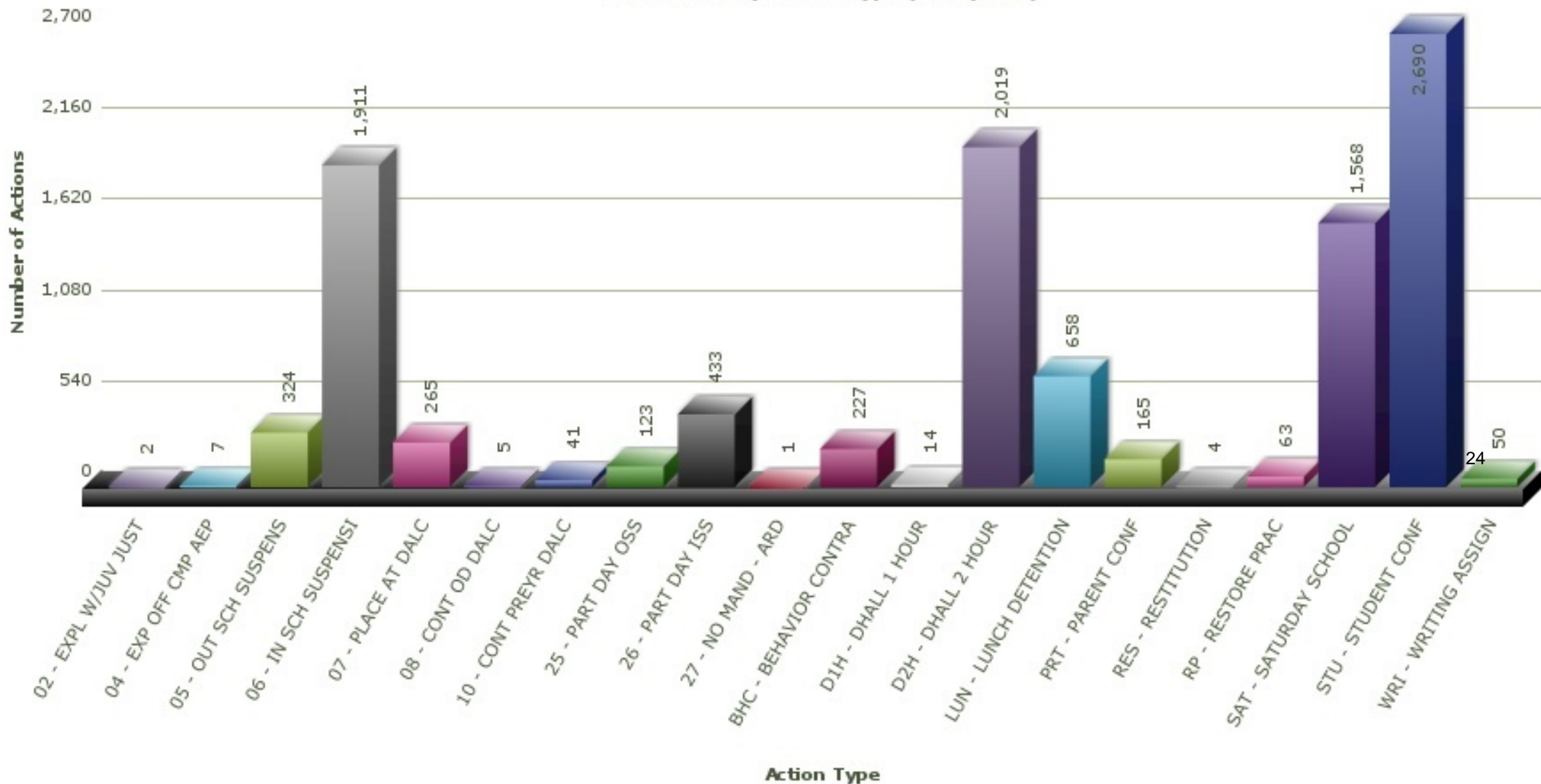
Later the same week, we were invited to Clear Creek ISD’s reunification walkthrough. We really appreciate our local partner’s including us in their drills and trainings. It gives us a chance to collaborate and compare our plans through a different set of eyes. The exercise was a great success and a shout out to CCISD’s Safe and Secure team for being such a great neighbor!

The Galveston County of Emergency Management presented NIMS G-402 to over 50 DISD administrators. This National Incident Management System training is an overview of NIMS and ICS (Incident Command System) for senior level officials. Laura Norman with Galveston County Emergency Management presented the training here at our administration building. Greg Trantham and Derek Hunt also participated as representatives of Dickinson Emergency Management.

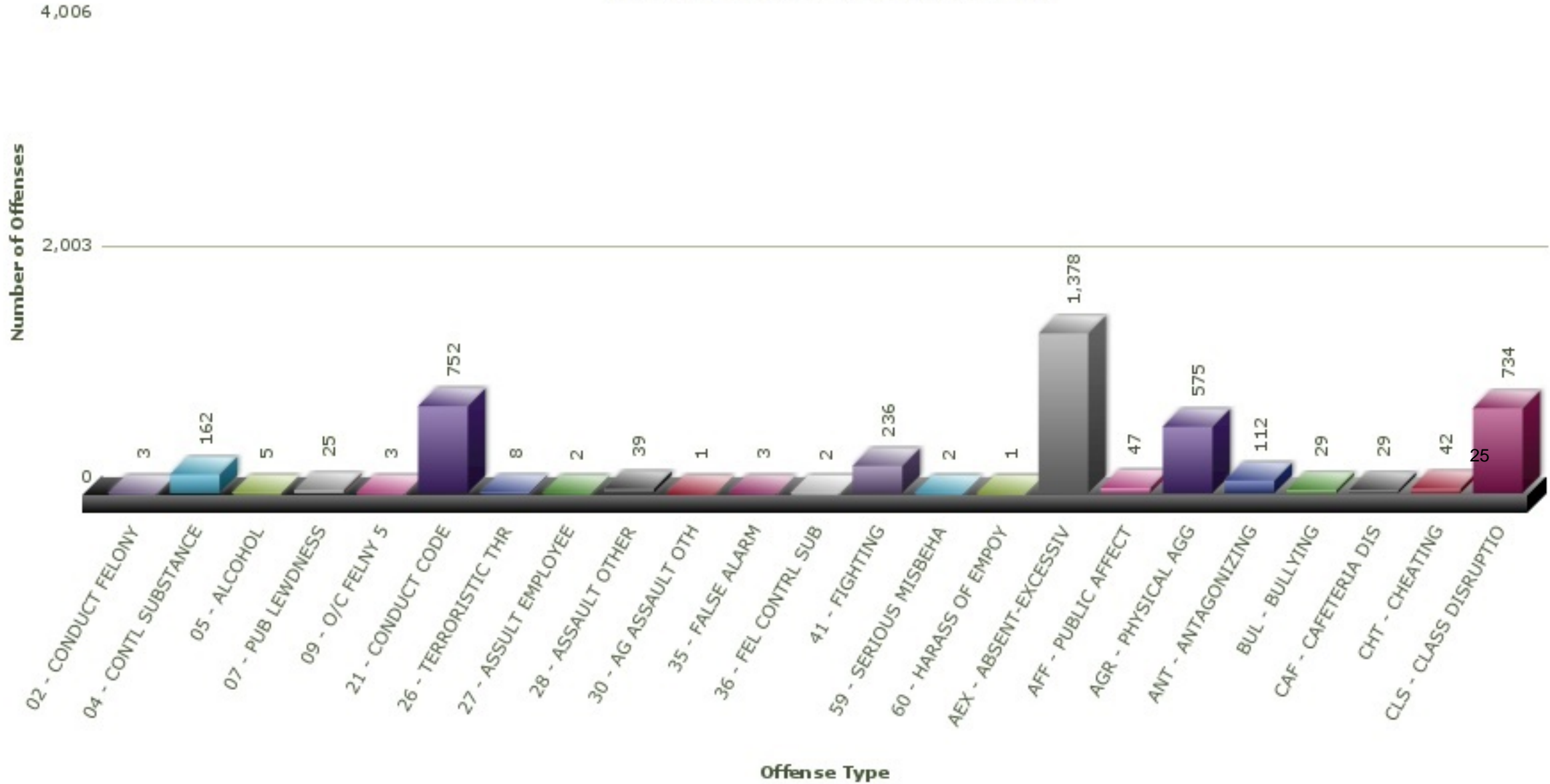
Three representatives attended the Texas School Safety Center’s School Safety Conference during June 19-23. Sending multiple people allowed us to attend most of the breakout presentations. The conference had the most attendees ever, and the presentations were very timely and informative. We attended sessions addressing school safety reform, educator sexual misconduct, student victims of human trafficking, suicide prevention, the lockdown debate, Youth Mental Health First Aid, safety preparedness for special needs students, active shooter incidents, interaction of law enforcement with students, the audit and EOP process, school marshal program, bullying prevention, K9 sniffs and searches, tools to investigate cyber threats (one of the best I attended), online dangers and child sex trafficking, school-based threat assessment, from crisis to reunification, and many more. This is the best safety training available anywhere, and we are very grateful to the Texas School Safety Center for the many resources they provide Texas public schools.

The attached charts show we are putting an emphasis on students being in class. Excessive Tardies, Truancy, and Excessive Absences are our most addressed offenses. We have revamped our district attendance procedures and will be presenting them to A Team prior to the start of school to address these concerns. Physical altercations, including fighting, and marijuana offenses continue to be areas we must address daily. In addition, vaping has been a very time-consuming and difficult issue to address as well. We are trying to focus on educating student on correct behavior and making good choices, but we are still using suspensions and alternative placements as well.

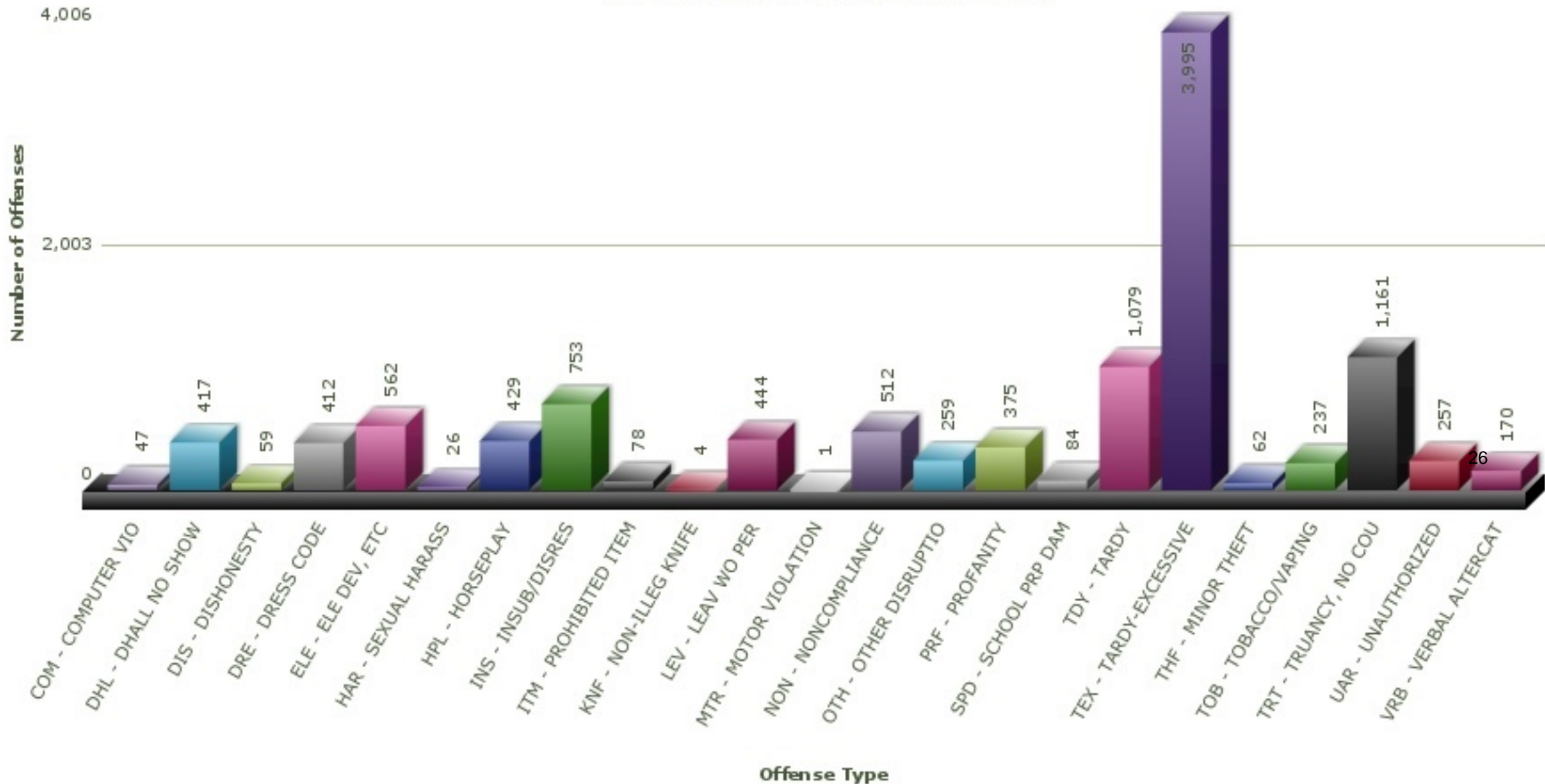
Discipline Actions Breakdown by Action Type (Entity 001)



Discipline Offenses Breakdown by Offense Type (Entity 000)



Discipline Offenses Breakdown by Offense Type (Entity 000)



DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 18, 2022

Item Title: Approve Renewal of Property & Casualty Insurance Policies

Agenda Item: Ryan Boone

Background Information:

The Property and Casualty Insurance policies as secured by RFP #20-05-1080 renew on September 1, 2022. After conducting a thorough review of the global insurance marketplace, the renewal premiums will increase by 19% due to a construction cost inflation adjustment and poor claims experience for school districts and property owners statewide. It is estimated that Texas schools have experienced over \$1 Billion in Property Damage claims during the past few years associated with coastal hurricane and winter storm activity.

The renewal coverage includes broad *Cyber/Data Breach* coverage and *Violent Acts/Active Assailant* coverage. In an effort to mitigate the premium rate increase for the coming term, the *Named Storm Deductible* will increase from 2% to 3%. The deductible for “Non-Named Storm Wind/Hail” damage will be 1%.

The Auto and Liability Insurance renewals are secured via interlocal agreement with TASB. TASB’s overall pricing has increased by 1% due to increased claims activity.

All Insurance Policies are for the term of September 1, 2022 to August 31, 2023.

We are still working with our consultant, Joe Blasi NCPA Risk Management, and will have coverages and proposals for you Monday night at the Board Meeting.

Recommendation:

Pending

Action Item: X Yes No

Motion made by: _____ **seconded by** _____ **vote** _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

BOARD AGENDA DOCUMENT

Meeting Date: July 18, 2022

Item Title: UIL Course Exemptions

Agenda Item: Dr. Jeff Pack

Background Information:

Advanced courses are exempt from TEC §33.081 (“No Pass No Play”). For 2021-2022, the exempt courses include:

- **Advanced Placement** – all AP courses in English, Mathematics, Science, Social Studies, Economics, Fine Arts, and Languages other than English
- **Dual Credit** courses in English, Mathematics, Science, Social Studies, Economics, and Languages other than English
- **Dual Enrollment (UT)** – OnRamps Algebra II, OnRamps Pre-Calculus, OnRamps Earth, Wind & Fire
- **English** – Honors English I, Honors English II, Honors 7th grade English Language Arts, Honors 8th grade English Language Arts
- **Mathematics** – Honors Algebra I, Honors Geometry, Honors Algebra II, Honors Pre-Calculus, Pre-Calculus, Honors 7th grade Math, Honors 8th grade Math, Honors Algebra I (8th grade)
- **Science** – Honors Biology, Honors Chemistry, Honors Physics, Honors Anatomy and Physiology, Honors 7th grade Science, Honors 8th grade Science
- **Social Studies** – Honors World Geography, Honors World History, Honors 7th grade Social Studies, Honors 8th grade Social Studies
- **Foreign Language** – Honors French, Honors French Literature, Honors Spanish

Recommendation:

The Superintendent and Deputy Superintendent for Educational Services recommend the board approve the UIL Course Exemptions.

Action Item: Yes No

Motion made by _____ seconded by _____ vote _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 18, 2022

Item Title: Approval of Agenda Items A-E

Agenda Item: Carla Voelkel

Background Information:

Agenda Items:

- A. Transforming Lives Cooperative Day Program (TLC) MOU 2022-2023
- B. Detention and Transforming Lives Cooperative (TLC) Residential 2022-2023
- C. Coastal Alternative Program (CAP) MOU 2022-2023
- D. Juvenile Justice Alternative Education Program (JJAEP) Interlocal Cooperation Agreement
- E. Quarterly Investment Report
- F. Consent Agenda Items

Recommendation:

The Superintendent recommends approval of Agenda Items A-E.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 18, 2022

Item Title: Transforming Lives Cooperative Day Program Memorandum of Understanding and Interlocal Cooperation Agreement for 2022-2023

Agenda Item: Robert Cobb

Background Information:

A copy of the Interlocal Cooperation Agreement and Memorandum of Understanding for the Provision of Educational Services for The Transforming Lives Cooperative Day Program (2022-2023) is attached for your review.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Interlocal Cooperation Agreement and Memorandum of Understanding for the Provision of Educational Services for The Transforming Lives Cooperative Day Program (2022-2023).

Action Item: Yes No

**Interlocal Cooperation Agreement and
Memorandum of Understanding for
the Provision of Educational Services for
The Transforming Lives Cooperative Day Program
(2022-2023)**

This Agreement for Educational Services (Agreement) is made and entered into effective August 1, 2022, by, between and among the GALVESTON COUNTY JUVENILE PROBATION BOARD (Board) and each of the independent school districts participating in the Transforming Lives Cooperative Day Program (Districts).

1. RECITALS

1.01. The Board and the Districts are “local governments” and public education in the context contemplated herein is a “governmental function and service” as those terms are defined in the Interlocal Cooperation Act (the Act), codified as Chapter 791 of the Texas Government Code.

1.02. The Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually.

1.03. Pursuant to 152.0902, Human Resources Code, the Board controls and supervises each Galveston County facility (Facility) used for the detention facility located at 6101 Attwater Avenue, Texas City, Texas and is within the jurisdiction of DISD.

1.04. The Board has established a therapeutic day treatment program at the facility. The Districts, through their ADA reimbursement, and the Board, through its state grant, together will receive reimbursements from the state for 100% of the cost of the salaries paid to the instructional personnel assigned to the education program for youths in the Transforming Lives Cooperative Day Program (Program).

1.05. The Districts and the Board desire to provide an opportunity for youths under the jurisdiction of the juvenile courts to obtain teacher-directed instruction and assistance in course work including, but not limited to, reading, language arts, and mathematics (Educational Services).

1.06. The Districts and the Board concur that the educational component of the Transforming Lives Cooperative Day Program can be administered most efficiently at a centralized location within the geographic boundaries and education jurisdiction of the Dickinson Independent School District (DISD). The Parties desire to engage DISD to serve as Fiscal Agent for the Board and each of the Districts for the education of the students assigned to the Program.

1.07. As Fiscal Agent for education purposes, DISD shall function as agent for and on behalf of the Board and all the Districts. DISD shall administer the education program on a day-to-day basis in accordance with policies and procedures of the Transforming Lives Cooperative Day Program. Where such policies are silent, the Program shall be administered according to policies and procedures otherwise in effect within the DISD.

1.08. In addition to the educational services provided through the Program, the Parties are involved in providing educational services at the Jerry J. Esmond Juvenile Justice Center for youths in the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the Juvenile Justice Alternative Education Program (JJAEP). This Agreement does not address the operation of the Residential Detention Program, the Transforming Lives Cooperative Residential Program, or the JJAEP, which are governed by separate agreements.

2. TERM; TERMINATION

2.01. The term of this Agreement shall begin on the effective date of this Agreement, and end on July 31, 2023, unless sooner terminated as provided in this Agreement.

2.02. A Party may cancel this Agreement:

- (1) for any reason or for no reason, by giving sixty (60) days notice in writing to the other Parties; or
- (2) immediately upon delivery of written notification of termination, if the other Party (Parties) commits a material breach of this Agreement.

3. EDUCATIONAL SERVICES

3.01. Educational Services will be provided by DISD for youths in the Program, including special education students. Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost (of program services for all other participants) borne by the sending District. The sending District working in conjunction with the administrator of the Fiscal Agent shall mutually determine the method of service delivery. Programming of Educational Services shall comply with the requirements of the Texas Juvenile Justice Department and the rules and regulations pertaining to or regulating the provision of the Educational Services, including those now in effect or subsequently adopted.

3.02. Classes for the Program shall be conducted at the Jerry Esmond Juvenile Justice Center.

3.03. DISD shall provide for review of all available student education records and assessment records so that the appropriate educational services may be provided to youths in the Program. The Board shall assist DISD in obtaining the records in a timely manner. DISD shall communicate with the school District where a youth would ordinarily attend school if the youth was not under the jurisdiction of the juvenile courts (the "home school district") to:

- (1) clarify any questions that arise with regard to the provision of the Educational Services; and
- (2) facilitate re-entry to the home school district.

3.04. Prior to providing Educational Services to a special education or limited English proficient (LEP) student, DISD must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process, or parental consent. The Board shall obtain the necessary proofs of compliance.

3.05. Textbooks are to be provided at state expense through coordination with the state by DISD and the Board.

3.06. Galveston County, by and through its Commissioners Court, has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for the Program. Instructional personnel shall comply with Board procedures for the expenditures of these funds. DISD may supplement these funds for materials and supplies in its discretion but will not be reimbursed by Galveston County for supplemental expenses, if any, without prior express Galveston County approval.

3.07. The Board shall provide and maintain appropriate space for classroom instruction and office space for instructional personnel, including desks and other furniture. The Board is responsible for all utility expenses for the space.

3.08. The Board shall maintain a safe and secure environment for instructional personnel on duty at a facility and during student movement to and from classes. At least one Supervision Officer shall be assigned to be present in each classroom at all times that a student is attending the class. The Board shall designate additional Board personnel to provide support to instructional personnel should crisis intervention be required at the facility.

3.09. Instructional personnel shall cooperate with Board personnel in dealing with youth behavior and discipline matters. A teacher may request that a Supervision Officer remove a youth from a classroom if the youth is ill or the youth's behavior seriously disrupts the learning of others. Disciplinary measures for a youth removed in this manner from a classroom shall be handled in accordance with Board policy and procedures.

4. INSTRUCTIONAL PERSONNEL

4.01. DISD shall hire and assign instructional personnel to the Program as follows:

- 2 teachers (one half of salaries will be reimbursed by the Transforming Lives Cooperative Program)
- 1 Records Clerk Paraprofessional
- 1 Educational Records Secretary (one third of salary will be reimbursed by the Transforming Lives Cooperative Program)
- 1 assistant principal (one third of salary will be reimbursed by the Transforming Lives Cooperative Program)

Instructional personnel must meet DISD hiring requirements. At least one teacher assigned to the Program must be a certified teacher in accordance with certification requirements set forth by the Texas Education Agency (TEA). It is the intent of DISD and the Board that all teachers assigned to the program are certified teachers in accordance with certification requirements set forth by the TEA. The special education teacher will be

assigned to the Program as well as the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the JJAEP. Instructional personnel are the same as, and not in addition to nor cumulative of, the instructional personnel in the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the JJAEP. Likewise, salary reimbursement is not in addition to nor cumulative of any reimbursement provided for in the Residential Detention Program, the Transforming Lives Cooperative Residential Program, and the JJAEP. Copies of the teaching certificates and qualifications of the personnel shall be made available to the Board upon request.

4.02. Instructional personnel shall be the employees of DISD, subject to the supervision and personnel policies of DISD. DISD shall determine the salary and benefits for the instructional personnel. The salaries and benefits shall be at a rate comparable to other teachers and teachers' aides employed by DISD.

4.03. Instructional personnel are also subject to all policies and rules of the Board pertaining to the operation of a Facility. If the performance of a teacher or teacher's aide disrupts the efficient operation of a program at a Facility, the Board may request the transfer of that teacher or teacher's aide, and DISD shall comply with the request and assign a different DISD employee to the facility, so long as such reassignment or termination is consistent with DISD Board Policy DK(Legal) and DK(Local) and the DF series of policies.

4.04. Instructional personnel shall be provided for each regularly scheduled school day. In the event an assigned teacher is absent, DISD shall provide for a substitute teacher who meets the minimum requirements for substitutes in the district.

4.05. Instructional personnel shall comply with the continuing education requirements of DISD and shall attend inservice education and other selected activities that upgrade instructional competency and provide training on special needs of students under the jurisdiction of the juvenile courts. DISD, not Galveston County or the Board, shall bear the cost of teacher training and inservice education.

5. ON-SITE ADMINISTRATOR

5.01. The Board's Deputy Director – Special Programs, who is a County employee, and an assistant principal shall serve as the on-site administrators for the instructional personnel. The on-site administrators are designated by the Board to act as its contact person with DISD for the administration of the Program. DISD's Alternative Education Coordinator is designated by DISD as its contact person for the Board in connection with the performance of this Agreement.

5.02. The on-site administrator shall:

- (1) monitor the instructional personnel's performance of its duties, including attendance and punctuality;
- (2) enforce facility rules applicable to instructional personnel; and

(3) confer with a member of the instructional staff or with the DISD Alternative Education Coordinator, as appropriate, if a member of the instructional personnel violates a rule or fails to meet expectations in an area.

6. RECORD KEEPING; DATA CONFIDENTIALITY

6.01. DISD, with the cooperation of the Board, shall maintain all enrollment, attendance, and other reports, records, and accounting required by TEA, the Texas Juvenile Justice Department, and other applicable state and federal agencies. DISD will make available to the Board records required to complete reports required by the Texas Juvenile Justice Department and other applicable state and federal agencies.

6.02. The Districts and the Board agree to abide by all applicable federal or state data privacy laws, rules, and regulations. The use or disclosure by any Party of confidential information concerning a youth eligible for or enrolled in a program for any purpose not directly connected with the administration of the programs is prohibited, except with the written consent of the youth, the youth's parent(s) or guardian, or the youth's attorney.

6.03. For purposes of accountability under Chapter 39 of the Texas Education Code and the Foundation School Program, a student enrolled in the Program shall be reported as if the student was enrolled at the student's home campus in the student's regularly assigned education program, including a special education program where applicable. The participating home District of each student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the home District.

7. FUNDING AND REIMBURSEMENT PROCEDURES

7.01. The Districts shall apply for all available funding reimbursements for the expenses of the program, including, but not limited to, funds based on ADA and, if appropriate, special education funds. The Districts application for funding shall be made to TEA and to any other agency with funding available for either or both of the programs.

7.02. All funds received, from whatever source, for the benefit of students in the Program shall be applied directly to the cost of operation of the Program. Expenditures of allocated funds must be in compliance with TEA policy, DISD business office guidelines, and County budgetary policy.

7.03. Nothing herein shall burden the Fiscal Agent, Galveston County, the Board, or any other participating school District with the added expense necessary to address or accommodate any particular needs of special education, education of the handicapped, accommodation of disability, or other special requirements unique to a particular student. Such services, cost(s) and expense shall remain the responsibility of the home school District or the responsible home District in which the student is or was last regularly enrolled prior to court order.

7.04. As Fiscal Agent, DISD shall prepare the Program budget; shall disburse Program funds applicable to Education Services; shall be responsible for educational personnel serving the campus and Program; shall maintain all educational records applicable to the

Program; shall correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with the administration and provision of Education Services.

7.05. Upon completion of the school year, DISD shall submit to each participating school District the name of the student, PIEMS number, and the total number of attendance days at the Program. All ADA funding entitlements generated by the student's placement in the Program shall be forwarded to DISD.

7.06. At the end of the school year the Board shall pay DISD for DISD's cost for the instructional personnel's salaries, health insurance, and Medicare benefits that is not reimbursed through ADA or other funding attributable to students in the program.

7.07. DISD shall submit an invoice for the Program to the Board at the end of the school year, detailing the amount owing by the Board under this Agreement. Each invoice must include:

- (1) the amount paid by DISD for each teacher and teacher's aide in salary, health insurance, and Medicare benefits;
- (2) the number of student days, number of students, and other information used by DISD in determining its ADA;
- (3) the amount of ADA reimbursement and other reimbursements, if any, received by DISD for that program; and
- (4) the total amount due from the Board.

7.08. On receipt of the invoice, the Board shall attempt to promptly verify the amount due and process the necessary paperwork for payment. Payment will be sent to:

DISD
PO Box Z
Dickinson, TX 77539
Attn: Assistant Superintendent for Business Services

8. NOTICE

8.01. Any notice required or permitted between the Parties under this Agreement must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile as follows:

to the Board at:

Glen R. Watson, Director – Juvenile Justice Department
Jerry Esmond Juvenile Justice Center
6101 Attwater Avenue
Dickinson, TX 77539
Fax: (409) 770-5978

to DISD at:

Karla Voelkel, Superintendent
Dickinson Independent School District
P. O. Drawer Z
Dickinson, TX 77539
Fax: (281-229-6023

with a copy to:

Galveston County Judge
733 Moody, 2nd Floor
Galveston, TX 77550
Fax: (409) 770-5560

9. INDEPENDENT RELATIONSHIP

9.01. None of the provisions of the Agreement are intended to create, nor may be deemed to create, any relationship between the Board, the Districts, or Galveston County other than that of independent entities contracting with each other, or ratifying the agreement, solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties, and obligations under this Agreement, DISD is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered.

9.02. Nothing in this Agreement shall create any employer/employee or agency relationship among the Board, the Districts, or Galveston County. DISD instructional personnel are not entitled to any of the rights, privileges, or benefits of a County or Board employee, except as otherwise may be stated herein. County or Board employees are not entitled to any of the rights, privileges, or benefits of a DISD employee, except as otherwise may be stated herein.

10. ENTIRETY OF AGREEMENT AND MODIFICATION

10.01. This Agreement contains the entire agreement between the Parties relating to their rights and obligations under this Agreement. A prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect. A subsequent modification to this Agreement must be in writing, signed by the Party to be charged and expressly authorized by the governing body of the Party. An official representative, employee, or agent of Galveston County or the Board does not have authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Board.

11. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

11.01. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.02. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and as so modified, this Agreement shall continue in full force and effect.

12. MISCELLANEOUS

12.01. This Agreement is subject to the appropriation of funds by Galveston County, acting by and through its Commissioners Court and the approval of the budget for the Juvenile Justice Department by the Board for the current or any upcoming fiscal year. Nothing in this Agreement may be deemed to be binding on a future juvenile board. The failure of the County to appropriate monies for the Board's obligations under this Agreement will automatically result in the termination of this Agreement.

12.02. This Agreement is not assignable by either Party without the prior written consent of the other Party.

12.03. This Agreement is subject to all legal requirements provided by county, state, or federal statutes, rules, and regulations.

12.04. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be exclusively in Galveston County.

12.05. Unless the context requires otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

12.06. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include both genders.

12.07. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

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EXECUTED IN MULTIPLE ORIGINALS, as authorized by action of the Galveston County Juvenile Probation Board on the _____ day of _____, 2022, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2022, and by each of the other participating school districts by action on the dates indicated below, to be effective the first day of August, 2022.

GALVESTON COUNTY JUVENILE BOARD

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT

(as Fiscal Agent and as a Participating District)

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 18, 2022

Item Title: Educational Services Agreement for Galveston County Detention and TLC Residential for 2022-2023

Agenda Item: Robert Cobb

Background Information:

A copy of the Agreement for Educational Services between Galveston County Juvenile Probation Board and Dickinson Independent School District (2022-2023) is attached for your review.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Agreement for Educational Services between Galveston County Juvenile Probation Board and Dickinson Independent School District (2022-2023).

Action Item: Yes No

**Agreement for Educational Services
between
Galveston County Juvenile Probation Board
and
Dickinson Independent School District
(2022-2023)**

This Agreement for Educational Services (Agreement) is made and entered into effective August 1, 2022, by and between the GALVESTON COUNTY JUVENILE PROBATION BOARD (Board) and the DICKINSON INDEPENDENT SCHOOL DISTRICT (DISD).

1. RECITALS

1.01. Pursuant to 152.0902, Human Resources Code, the Board controls and supervises each Galveston County facility (Facility) used for the detention facility located at 6101 Attwater Avenue, Texas City, Texas and which is located within the jurisdiction of DISD.

1.02. Section 25.001, Texas Education Code, requires a school district to admit into the schools of the district a student who resides at a residential facility located in the district. Section 29.081, Texas Education Code, requires a school district to provide certain instruction to a student at risk of dropping out of school, including a student who resides in a detention facility in the district. DISD and the Board desire to provide an opportunity for youths under the jurisdiction of the juvenile courts to obtain teacher-directed instruction and assistance in course work, including, but not limited to, reading, language arts, and mathematics (Educational Services).

1.03. DISD will be reimbursed with state funds in accordance with its Average Daily Attendance (ADA) reimbursement formula, for a portion of its expense of administrative costs and for paying the salaries of the DISD teachers and aides (Instructional Personnel) assigned to the educational program for youths in residential detention (the Residential Detention Program”) and/or residential placement (Transforming Lives Cooperative Program) (TLC). Galveston County, acting by and through its Commissioners Court, provides in its general budget fund for the payment of the remaining portion of the salary expense for the instructional personnel assigned to the Residential Detention Program.

1.04. In addition to the educational services provided through the Residential Detention Program and the TLC (these two programs being collectively referred to herein as the Programs), the Parties are involved in providing educational services at the Jerry Esmond Juvenile Justice Center for youths under the jurisdiction of the juvenile courts through a third program known as the Juvenile Justice Alternative Education Program (JJAEP) and a fourth program known as the Transforming Lives Cooperative Day Program. This Agreement does not address the operation of the JJAEP or the Transforming Lives Cooperative Day Program, which are governed by separate agreements.

2. TERM; TERMINATION

2.01. The term of this Agreement shall begin on the effective date of this Agreement, and end on July 31, 2023, unless sooner terminated as provided in this Agreement.

2.02. Either Party may terminate this Agreement:

(1) for any reason or for no reason, by giving sixty (60) days notice in writing to the other Party; or

(2) immediately upon delivery of written notification of termination, if the other Party commits a material breach of this Agreement.

3. EDUCATIONAL SERVICES

3.01. Educational Services will be provided by DISD for youths in the Programs, including special education students. Programming of Educational Services shall comply with the requirements of the Texas Juvenile Justice Department and the rules and regulations pertaining to or regulating the provision of Educational Services, including those now in effect or subsequently adopted.

3.02. Classes for the Programs shall be conducted at the Jerry Esmond Juvenile Justice Center.

3.03. DISD shall provide for review of available student education records and assessment records so that the appropriate Educational Services may be provided to youths in the Programs. The Board shall assist DISD in obtaining the records in a timely manner. DISD shall communicate with the school district where a youth would ordinarily attend school if the youth was not under the jurisdiction of the juvenile courts (home school district) to:

(1) clarify any questions that arise with regard to the provision of the educational services; and

(2) facilitate re-entry to the home school district.

3.04. Prior to providing educational services to a special education or limited English proficient (LEP) student, DISD must receive proof of compliance with any requirements under state or federal laws or regulations concerning notice, due process, or parental consent. The Board shall obtain the necessary proofs of compliance.

3.05. Textbooks are to be provided at state expense through coordination with the state by DISD and the Board.

3.06. Galveston County has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for the Programs. Instructional personnel shall comply with Board procedures for the expenditures of these funds. DISD may supplement these funds for materials and supplies in its discretion but will not be reimbursed by the County for supplemental expenses, if any, without express County approval.

3.07. The Board shall provide and maintain appropriate space for classroom instruction and office space for instructional personnel, including desks and other furniture. The Board is responsible for all utility expenses for the space.

3.08. The Board shall maintain a safe and secure environment for instructional personnel on duty at a facility and during student movement to and from classes. At least one Supervision Officer shall be assigned to be present in each classroom at all times that a student is attending the class. The Board shall designate additional Board personnel to provide support to instructional personnel should crisis intervention be required at the facility.

3.09. Instructional personnel shall cooperate with Board personnel in dealing with youth behavior and discipline matters. A teacher or teacher's aide may request that a Supervision Officer remove a youth from a classroom if the youth is ill or the youth's behavior seriously disrupts the learning of others. Disciplinary measures for a youth removed in this manner from a classroom shall be handled in accordance with Board policy and procedures.

4. INSTRUCTIONAL PERSONNEL

4.01. DISD shall hire and assign instructional personnel to the programs as follows:

Residential Detention Program:	3 teachers 1 Educational Records Secretary (one third of salary will be reimbursed by the residential detention program) 1 assistant principal (one third of salary will be reimbursed by the residential detention program)
TLC Program:	2 teachers 1 Records Clerk Paraprofessional 1 Educational Records Secretary (one third of salary will be reimbursed by the TLC Program) 1 assistant principal (one third of salary will be reimbursed by the TLC Program)

Instructional personnel must meet DISD hiring requirements. At least one teacher assigned to the residential detention program and Transforming Lives Cooperative Residential Program must be a certified teacher in accordance with certification requirements set forth by the Texas Education Agency (TEA). It is the intent of DISD and the Board that all teachers assigned to the programs are certified teachers in accordance with certification requirements set forth by the TEA. The special education teacher will be assigned to both the Programs as well as the JJAEP and the Transforming Lives Cooperative Day Programs. Copies of the teaching certificates and qualifications of the personnel shall be made available to the Board upon request.

4.02. Instructional personnel shall be the employees of DISD, subject to the supervision and personnel policies of DISD. DISD shall determine the salary and benefits for the instructional personnel. The salaries and benefits shall be at a rate comparable to other teachers and teachers' aides employed by DISD.

4.03. Instructional personnel are also subject to all policies and rules of the Board pertaining to the operation of a facility. If the performance of a teacher or teacher's aide disrupts the efficient operation of a program at a facility, the Board may request the transfer of that teacher or teacher's aide, and DISD shall comply with the request and assign a different DISD employee to the facility, so long as such reassignment or termination is consistent with DISD Board Policy DK(Legal), Policy DK(Local), and the DF series of policies.

4.04. Instructional personnel shall be provided for each regularly scheduled school day. In the event an assigned teacher is absent, DISD may provide for a substitute teacher who meets the minimum requirements for substitutes in the district.

4.05. Instructional personnel shall comply with the continuing education requirements of DISD and shall attend in-service education and other selected activities that upgrade instructional competency and provide training on special needs of students under the jurisdiction of the juvenile courts. DISD, not the County or the Board, shall bear the cost of teacher training and in-service education.

5. ON-SITE ADMINISTRATOR

5.01. The Board's Deputy Director – Detention, Deputy-Director – Special Programs, who are County employees, and the designated assistant principal shall serve as the on-site administrators for the instructional personnel. The on-site administrators are designated by the Board to act as its contact person with DISD for the administration of the programs. DISD's Alternative Education Coordinator is designated by DISD as its contact person for the Board in connection with the performance of this Agreement.

5.02. The on-site administrators shall:

- (1) monitor the instructional personnel's performance of its duties, including attendance and punctuality;
- (2) enforce Facility rules applicable to instructional personnel; and
- (3) confer with a member of the instructional staff or with the DISD Alternative Education Coordinator, as appropriate, if a member of the instructional personnel violates a rule or fails to meet expectations in an area.

6. RECORD KEEPING; DATA CONFIDENTIALITY

6.01. DISD, with the cooperation of the Board, shall maintain all enrollment, attendance, and other reports, records, and accounting required by TEA, the Texas Juvenile Justice Department, and other applicable state and federal agencies. DISD will make available to the Board records required to complete reports required by the Texas Juvenile Justice Department and other applicable state and federal agencies.

6.02. DISD and the Board agree to abide by all applicable Federal or State data privacy laws, rules, and regulations. The use or disclosure by any Party of confidential information concerning a youth eligible for or enrolled in a program for any purpose not directly connected with the administration of the programs is prohibited, except with the written consent of the youth, the youth's parent(s) or guardian, or the youth's attorney.

6.03. After the second day of a youth's detention in the residential detention facility, the Board shall arrange for notification to DISD if the youth is likely to remain in detention for more than five days so that the necessary DISD enrollment for the residential detention program can take place; provided however, that the Board shall arrange for notification to DISD upon admission of a youth into the TLC, so that the necessary DISD enrollment for the TLC can take place.

7. FUNDING AND REIMBURSEMENT PROCEDURES

7.01. DISD shall apply for all available funding reimbursements for the expenses of the programs, including, but not limited to, funds based on ADA and, if appropriate, special education funds. DISD's application for funding shall be made to TEA and to any other agency with funding available for either or both of the programs.

7.02. All funds received, from whatever source, for the benefit of students in a program shall be applied directly to the cost of operation of that program. Expenditures of allocated funds must be in compliance with TEA policy, DISD business office guidelines, and County budgetary policy.

7.03. At the end of the school year the Board shall pay DISD for DISD's cost for the instructional personnel's salaries, health insurance, and Medicare benefits that is not reimbursed through ADA or other funding attributable to students in the Programs.

7.04. DISD shall submit an invoice for each Program to the Board at the end of the school year, detailing the amount owing by the Board under this Agreement. Each invoice must include:

- (1) the amount paid by DISD for each teacher and teacher's aide in salary, health insurance, and Medicare benefits;
- (2) the number of student days, number of students, and other information used by DISD in determining its ADA;
- (3) the amount of ADA reimbursement and other reimbursements, if any, received by DISD for that Program; and

(4) the total amount due from the Board.

7.05. On receipt of the invoice, the Board shall attempt to promptly verify the amount due and process the necessary paperwork for payment. Payment will be sent to:

DISD
PO Drawer Z
Dickinson, TX 77539
Attn: Assistant Superintendent for Administration

8. NOTICE

8.01. Any notice required or permitted between the Parties under this Agreement must be in writing and shall be delivered in person or mailed, certified mail, return receipt requested, or may be transmitted by facsimile as follows:

to the Board at:

Glen R. Watson, Director – Juvenile Justice Department
Jerry Esmond Juvenile Justice Center
6101 Attwater Avenue
Dickinson, TX 77539
Fax: (409) 765-3188

to DISD at:

Carla Voelkel, Superintendent
Dickinson Independent School District
PO Drawer Z
Dickinson, TX 77539
Fax: (713) 534-6811

9. INDEPENDENT RELATIONSHIP

9.01. None of the provisions of the Agreement are intended to create, nor may be deemed to create, any relationship between the Board and DISD other than that of independent entities contracting with each other, or ratifying the agreement, solely for the purpose of effecting the provisions of this Agreement. In the performance of work, duties, and obligations under this Agreement, DISD is at all times acting and performing as an independent contractor with complete control over the means, manner, and method by which services are rendered.

9.02. Nothing in this Agreement shall create any employer/employee or agency relationship among the Board and DISD. DISD instructional personnel are not entitled to any of the rights, privileges, or benefits of a County employee, except as otherwise may be stated herein. DISD or Galveston County employees at the Facility are not entitled to any of the rights, privileges, or benefits of a DISD employee, except as otherwise may be stated herein.

10. ENTIRETY OF AGREEMENT AND MODIFICATION

10.01. This Agreement contains the entire agreement between the Parties relating to their rights and obligations under this Agreement. A prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect. A subsequent modification to this Agreement must be in writing, signed by the party to be charged and expressly authorized by the governing body of the Party. An official representative, employee, or agent of Galveston County does not have authority to modify or amend this Agreement except pursuant to specific authority to do so granted by the Board.

11. SEVERABILITY; CONFORMITY WITH LEGAL LIMITATIONS

11.01. If a provision contained in this Agreement is held invalid for any reason, the invalidity does not affect other provisions of this Agreement that can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

11.02. If any current or future legal limitations affect the validity or enforceability of a provision of this Agreement, then the legal limitations are made a part of this Agreement and shall operate to amend this Agreement to the minimum extent necessary to bring this Agreement into conformity with the requirements of the limitations, and as so modified, this Agreement shall continue in full force and effect.

12. MISCELLANEOUS

12.01. This Agreement is subject to the appropriation of funds by Galveston County, acting by and through its Commissioners Court and the approval of the budget for the Juvenile Justice Department by the Board for the current or any upcoming fiscal year. Nothing in this Agreement may be deemed to be binding on a future Juvenile Board. The failure to appropriate monies for the Board's obligations under this Agreement will automatically result in the termination of this Agreement.

12.02. This Agreement is not assignable by either Party without the prior written consent of the other Party.

12.03. This Agreement is subject to all legal requirements provided by county, state, or federal statutes, rules, and regulations.

12.04. This Agreement shall be governed by the laws of the State of Texas. Venue for an action arising under this Agreement shall be exclusively in Galveston County.

12.05. Unless the context requires otherwise, words shall be given their ordinary meaning. If a word is connected with and used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in the particular trade, subject matter, or art.

12.06. Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular unless expressly provided otherwise. Words of one gender include both genders.

12.07. The headings at the beginning of the various provisions of this Agreement have been included only in order to make it easier to locate the subject covered by each provision and are not to be used in construing this Agreement.

EXECUTED to be effective as of the date set forth herein.

GALVESTON COUNTY JUVENILE PROBATION BOARD

By: _____
Honorable John Grady, Chair, Galveston County Juvenile Board

DICKINSON INDEPENDENT SCHOOL DISTRICT

By: _____
Corey Magliolo, President, Board of Trustees

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 18, 2022

Item Title: Coastal Alternative Program (CAP) MOU for 2022-2023

Agenda Item: Robert Cobb

Background Information:

A copy of the CAP MOU for 2022-2023 is attached for your review.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the CAP MOU for 2022-2023.

Action Item: Yes No

GALVESTON COUNTY TEXAS

COASTAL ALTERNATIVE PROGRAM (CAP)

FUNDING PARAMETERS

INTERLOCAL AGREEMENT AND

MEMORANDUM OF UNDERSTANDING

2022-2023
School Year

FUNDING PARAMETERS

FUNDING:

For the 2022-2023 school year, the Coastal Alternative Program (CAP) has capacity to educate a total of sixty (60) students (sixty enrolled, projected fifty-five [55] in daily attendance). These sixty students shall include only discretionary expelled students in grades 6 and above from the participating Galveston County school districts. In the event enrollment for discretionary expelled students should exceed sixty students, slots will be allocated in the priority order listed in sections 9.04 and 9.11 of this Agreement.

“Discretionary” expulsions, defined as those students expelled for offenses described in Section 37.007 (b), (c), (f) and (i) of the TEC, shall be funded by the participating Independent School Districts (Districts) in Galveston County. Any student arrested and charged with a Title 5 felony offense as described in Section 37.0081(a) shall be assigned to the JJAEP program (not CAP) at the individual expense of the district of enrollment of the student.

These “discretionary” students shall remain enrolled in and are eligible for Average Daily Attendance (ADA) in their sending districts. The entire cost of educating these students is borne by the respective sending District(s). The fiscal agent District shall provide the education component, shall maintain attendance records, and shall allocate costs by first calculating percent of participation in the program, district by district. For the 2022-2023 school year, Dickinson Independent School District (Dickinson ISD), serving as Fiscal Agent, shall accumulate expenditure records during the year, determine the percentage of student participation, and allocate costs accordingly to the Districts, based on the procedures outlined herein.

This Agreement consists of the Funding Parameters, the Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program and all Addenda hereto.

Additional Considerations

1. Each District shall reimburse the Fiscal Agent, which shall pay instructional personnel and all other related expenses of the CAP. Such reimbursement calculations shall be determined by pro-rata participation.

2. Each District shall pay its projected annual fixed costs in advance, with the balance of projected/actual costs to be as noted below in paragraph 3.c. Total expense to each District for the annual operation of the program will be based on:
 - a. Estimate of total operating cost of the program as approved in the annual budget.
 - b. One-half (50%) of the annual projected operating cost for CAP to be paid as a fixed-rate cost (no variance due to program participation) based on prior year District ADA. This amount shall be paid annually after September 1, 2022. Calculations on percentage of District ADA will be from the June 2022 PEIMS report for fixed costs.
 - c. One-half (50%) of the annual operating cost for CAP shall be paid as a variable cost (calculated as the pro-rata share of each participating district's student enrollment percentage in the CAP as calculated at the end of the 2022-2023 school year). This shall be invoiced based on final calculations of percentage of each District's ADA as per the June 2023 PEIMS report.
 - d. Should assignments to CAP cause expenses to be higher than projected for the year, Districts shall assume their pro-rata share of the increased cost above projections (see section 4.01 of the MOU portion of this Agreement).
 - e. Friendswood ISD will be a limited participant with one slot available. A daily rate of \$46 will be charged. This amount will be charged for each day the student is enrolled (present or absent). If additional slots are needed by FISD, a decision will need to be made by the governing board of the participating districts.
3. The Fiscal Agent will pay the school administrator for the education component, teachers, secretary, security staff and other staff deemed appropriate for successful implementation of the program as in the approved budget. In lieu of indirect cost, the Fiscal Agent will pay one fifth of its Director of Alternative Education's salary and one fifth of the Director's secretary's salary as an expense to the CAP education component and shared as a portion of the pro-rata expense.
4. All instructional materials will be selected and ordered by the Fiscal Agent.
5. For the 2022-2023 school year the CAP will be physically located in Santa Fe ISD, at the Tax Office site on 13302 Hwy. 6, Santa Fe, TX. Expenses reimbursed to Santa Fe ISD will include pro-rata share of utility consumption on a square foot pro-rata basis, food service expense per student, custodial services and other related services required for the day-

to-day operation of the program. As fiscal agent, Dickinson ISD will also reimburse Santa Fe ISD \$.50 cents per square foot of used space per month for 10 months for use of the facility (rent), and for reasonable costs related to required renovations needed at the SFISD location for the CAP program.

6. Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program for purposes of security and support. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD.

**County of Galveston
State of Texas**

**INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
COASTAL ALTERNATIVE PROGRAM**

This Agreement is entered into by, between and among the County of Galveston and each of the independent school districts participating in the Coastal Alternative Program (CAP):

WHEREAS, the County of Galveston and the participating school districts are “local governments” and public education in the context contemplated herein is a “governmental function and service” as those terms are defined in the Interlocal Cooperation Act (Act), codified as Chapter 791 of the Government Code of Texas; and,

WHEREAS, the Act authorizes any local government to contract or agree with another local government in accordance with the Act to perform governmental functions and services that each party to the contract is authorized to perform individually; and,

WHEREAS, Chapter 37 of the Texas Education Code provides for the development of a “disciplinary alternative education program” with the participation of the school districts subscribing hereto; and

WHEREAS, the Parties concur that the educational component of the CAP can be administered most efficiently at a centralized location within the authority and oversight of Dickinson Independent School District--as they concurrently oversee the Juvenile Justice Alternative Education Program education components. The Parties desire to engage Dickinson Independent School District to serve as Fiscal Agent for the education component of CAP and each of the participating districts for the education of students assigned to the CAP, understanding that the CAP serves only grades 6 and above. The parties also agree that grade 6 students assigned to the CAP shall be assigned “secondary student” status, and will not be separated from students in grades 7 and above. Further, the parties agree that it is advisable for security services to be provided and paid by Galveston County Sheriff’s office.

NOW THEREFORE, pursuant to the Interlocal Cooperation Act and the Texas Education Code, it is mutually agreed by, between and among the Parties as follows:

I. OPERATING POLICY

The CAP shall be subject to this memorandum of understanding developed by the participating independent school districts. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the parties.

II. GOVERNANCE

- 2.1 The Dickinson Independent School District (Dickinson ISD) shall determine and coordinate the site of the campus of the CAP within Galveston County, and shall provide administration of the educational aspects of the campus and serve as the Fiscal Agent of each participating school district (District).
- 2.2 As Fiscal Agent for education purposes, Dickinson ISD shall function as agent for and on behalf of all Districts. Dickinson ISD shall administer the education program on a day-to-day basis in accordance with the approved budget and policies promulgated and/or adopted by the governing board of the CAP. Where such policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.
- 2.3 As Fiscal Agent, Dickinson ISD shall prepare the program budget for governing board approval; shall disburse program funds applicable to education services; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program; shall correspond with assigned students' sending districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.
- 2.4 The Governing Board of the CAP shall include:
- * Chairperson: The Superintendent of Dickinson ISD shall serve as chairperson for the CAP Governing Board. The chairperson shall be entitled to vote on any matter before the governing board.
 - * Ex-Officio Member -- The Director of Alternative Education for Dickinson ISD shall serve as an ex officio member, and shall have no vote.
 - * Members: (each with one vote) – School district representatives of participating school districts (Superintendent or designee) as agreed by Galveston County Superintendents. One member shall be the superintendent (or designee) of the district providing the situs of the program, providing that is not Dickinson ISD.
- 2.5 The Governing Board of the CAP shall meet on the basis of called meetings as deemed appropriate by the Chairperson in order to monitor and adjust the program. Such meetings shall be held at least annually, with the annual meeting held prior to February 1.
- 2.6 Quorum--For purposes of action on any item requiring a vote, a simple majority of the members of the governing board shall constitute a quorum, and majority rules shall apply for all action items.

III. FINANCIAL OBLIGATIONS

- 3.1 The expenses of this program shall be covered pursuant to the Funding Parameters on pages 1, 2 and 3 of this Agreement.
- 3.2 Funds, which must follow a placed student, include those under TEC Section 37.008(g).
- 3.3 Nothing herein shall burden the Fiscal Agent with the added expense necessary to address or accommodate any particular needs of special education, education of the disabled, accommodation of disability, limited English proficient, or other special requirements unique to a particular student. Such services, cost(s) and expense(s) shall remain the responsibility of the sending school district. The Fiscal Agent and the responsible district will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the responsible school district, which shall hold the Fiscal Agent harmless for such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable participating districts. All parties shall endeavor to comply with each special education student's current Individual Education Plan ("IEP") and facilitate convening IEP meetings (also known as ARD Committee meetings).
- 3.4 Nothing herein shall burden the Fiscal Agent or any District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

SECURITY—Galveston County shall provide personnel, equipment, and training for two Sheriff's Deputies to be assigned to the program. Deputies shall be assigned through the relationship currently in place with the liaison officer program in DISD, but paid directly by the County. Site supervision and program oversight will be the responsibility of the officer assigned to coordinate activities in DISD. One officer will be on site at all times at the CAP program, and one officer may focus on attendance and transition issues, as well as other duties as assigned. Nothing herein shall burden the County to provide and pay more than two Deputies, unless done so by prior consent of the County.

IV. BUDGETING

- 4.1 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational and maintenance costs for educational services anticipated for full usage of the CAP during the 2022-2023 school year. Such budget shall consider, without limitation,
- a. Fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD
 - b. No fewer than four full time classroom teachers as necessary and advisable for the program
 - c. Pupil-teacher ratios are to be maintained between 8 to 1 and 15 to 1
 - d. Salaries for teachers/substitutes, etc.
 - e. Salaries for paraprofessional support functions
 - f. Salaries of administrative functions including site administration, 1/5 of Director of Alternative Education salary and 1/5 of secretary salary
 - g. Appropriately approved counseling services, social services, behavior coach services, etc.
 - h. Educational supplies
 - i. Contracted services (including technology, phone, copier, software, security, administrative costs, utilities, custodial services, etc.)
 - j. Equipment as required for educational services
 - k. Responsibility for medical needs or counseling services required for individual students as determined on a case by case basis--generally to be paid by sending district

The budget shall be approved and/or amended by action of the Governing Board. Nothing herein shall require the Fiscal Agent or Governing Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

V. INVOICING

Upon the conclusion of the school year, as outlined in the funding parameters of this agreement, the Fiscal Agent shall bill each District for the balance of actual expenditures attributable to each District not previously paid. In the event of expenditure in excess of the budget due to unanticipated needs, the Fiscal Agent may

recoup such expense, as the Parties hereby acknowledge and agree that such additional expense is within their contemplated commitment to this program.

VI. ACCOUNTABILITY/ATTENDANCE

For purpose of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the CAP shall be reported as if the student were enrolled at the student's sending campus in the student's regularly assigned education program, including a special education program, where applicable. The sending district of each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the program shall remain the responsibility of the sending district. All ADA funding entitlements generated by CAP placements shall remain with the sending district.

Discretionary expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending District shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. Students who are not attending shall be withdrawn from CAP by the CAP Principal for non-attendance according to the policy of, and in concert with, the administration of the sending district.

In the event a student assigned to the CAP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another district, the student will remain the financial and attendance responsibility of the original district until the registration/enrollment of the student in another district is completed.

VII. ADMINSTRATIVE RESPONSIBILITIES

Physical plant maintenance relating to the CAP shall be the responsibility of Santa Fe ISD, not Dickinson ISD nor any other District. However, the CAP program budget shall have a provision to reimburse Santa Fe ISD for actual expenses of utilities, copiers, etc. used by the CAP. All routine/day-to-day education component administrative duties are the responsibility of Dickinson ISD, not Santa Fe ISD or any other District.

VIII. LIABILITY/TERM

8.1 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.

8.2 The term of this Agreement shall be for the 2022-2023 school year.

- 8.3 In the event of legal proceedings/investigations, etc. which result in expense to the CAP program and/or which result, in whole or part, from operation of the CAP program, participating districts agree to participate in that expense on the basis of pro-rata participation in the ADA of the program for that year.

IX. MOU ADOPTION AND OPERATING GUIDELINES

The "Governing Board" and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code ("TEC"), Section 37.010 (c) and (d), whereby it is understood that no court may order an expelled student to attend CAP as a condition of probation or deferred adjudication--they would be assigned to the Juvenile Justice Alternative Education Program. However, each participating school district acknowledges the importance of working with the court system to accommodate student placements as the district deems appropriate. The Parties hereby initiate the following operating policy guidelines:

- 9.1 The daily administration of all aspects of the CAP including the Code of Conduct will be conducted by the Fiscal Agent under the direction of its Superintendent or the superintendent's designee. The program will serve all eligible grade-6-and-above students from participating Districts, with the understanding that grade 6 students shall be designated "secondary students" for purposes of CAP administration.
- 9.2 A student who is found to have engaged in conduct resulting in expulsion under TEC Section 37.007 as a discretionary placement is eligible to attend. A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", shall be reassigned to CAP and is eligible to attend. Students arrested and charged with a Title 5 felony violation, under Section 37.0081, may be assigned to the Galveston County JJAEP program at the expense of the sending district, as outlined in the Galveston County Juvenile Justice Alternative Education Program Memorandum of Understanding.
- 9.3 A student who is or was last enrolled in a school district whose administrative offices are located within Galveston County, and who currently resides in a participating Galveston County school district is eligible to attend, if also qualified as in 9.02 above.
- 9.4 The Coastal Alternative Program has facilities to educate a total of sixty (60) students. When all available space has been utilized, it will be the responsibility of the member ISDs to provide the educational services for their expelled students. Should space become an issue, slots shall be allocated in the CAP in priority order as listed below (also see section 9.11 of this Agreement):
1. Students expelled under TEC section 37.0081 (a); provided however that such expelled students shall not be enrolled for an original expulsion period less than 75 days.

2. Students expelled under TEC section 37.007 (b), (c), (f), or (i); provided however that such expelled students shall not be enrolled the last two weeks of CAP's Spring semester.
- 9.5 1. The Parties agree to comply with the following admission procedures:
- a. The sending District shall notify the CAP Principal of a pending expulsion hearing in order to determine there is space available and to facilitate the student's transition into the CAP in the event the student is expelled. The District in which the student is or was last enrolled shall provide to the CAP Principal, a copy of the order of expulsion.
 - b. An expulsion order pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).
 - c. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081.
 - d. District shall provide notice no later than the second business day after the date a hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04.
 - e. A **discretionary** expelled student may attend the CAP providing space is available.
 - f. Accompanying the order of expulsion, the District in which the student is or was last enrolled shall provide to CAP Administration:
 - 1) Parent contact information;
 - 2) Expulsion letter signed by a district official authorized to expel students
 - 3) Copy of student's Birth certificate;
 - 4) Copy of student's social security card or assigned student PEIMS number
 - 5) Student attendance records;
 - 6) Students disciplinary records;
 - 7) Transfer grades for each class;
 - 8) State Assessment summary sheets;

- 9) Current year grade reports (including progress reports, report cards, etc.)
 - 10) Current School transcript;
 - 11) High School graduation plan;
 - 12) Special programs information and appropriate records showing transfer to CAP-- including, but not limited to, 504, Special Education, and bilingual ESL;
 - 13) Completed form "Notification to CAP"
 - 14) Name, address, phone number, facsimile number, email address of person to whom attendance records are to be sent; and
 - 15) Other or revised information as may be determined by the CAP administration and included on instructions to participating districts.
2. The sending district shall assign the student to a period of 75 or 85 days (special exception only with mutual agreement of sending District and the CAP Principal prior to issuance of the expulsion order). A CAP evaluation rubric shall allow for release prior to completion of 75 or 85 days, but most students may complete a minimum of 60% of the placement (excepting capacity concerns/problems).
- a. CAP will operate on the Santa Fe ISD school calendar, but if feasible, CAP will release the student at the end of the sending District's grading period. No student shall be accepted or released during the last two weeks of CAP's Fall and Spring semester. Completed expulsion packets must be received three weeks prior to the end of CAP's Fall and Spring semester. Expulsion packets received during the last two weeks of the Fall and Spring semester will be processed for the following semester.
 - b. Students must attend orientation and begin attending CAP three weeks prior to the end of the Spring semester. The educational services for any student with an expulsion not enrolled three weeks prior to the end of the semester shall remain the responsibility of the sending district until the start of the next school year. Those students shall be housed at their district's DAEP the remainder of the year. The days at the DAEP will count towards the expulsion days.
 - c. Students expelled prior to the week of state testing and during the week of state testing must test with the sending district.
 - d. Testing holds are as follows:
 - Fall: December STAAR EOC retesting
 - Packets must be received one week prior to December retesting and students enrolled by Wednesday prior to testing.
 - Spring: STAAR/EOC testing
 - Packets must be received one week prior to Spring testing and

- students enrolled by the Wednesday prior to testing.
- Students expelled during the TELPAS testing window must be completed with testing prior to CAP placement.
3. Prior to the completion of the student's placement in the CAP, the CAP Principal will coordinate with the campus of record to initiate the student's transfer back to his or her sending campus.
 4. The CAP Principal will conduct an intake conference with the student and a parent or guardian to review all the CAP requirements and answer any questions during the intake process.
 5. Each sending school district shall be responsible for transportation to and from the CAP for all regular program students as well as special education students. Student are not permitted to drive and park vehicles on site, therefore district provided/approved transportation is required. Daily attendance of expelled students assigned to CAP is required.
 6. Adult students (i.e., students 18 years of age or older) will be served at the discretion of the CAP to the extent required by the Texas Education Code or, if applicable, federal laws regarding the education of special education students.
- 9.6 In the event the CAP Principal believes the CAP is unable to meet the needs of an expelled student, the CAP Principal may initiate the appeals process.
1. If a special education student is involved, the CAP Principal shall contact the sending school district, requesting that an ARD committee be convened to consider the appropriate placement of the student. If the sending district ARD committee determines that the CAP placement is appropriate, the sending district shall accept full financial responsibility for provision of appropriate services.
 2. For other students, the appeals committee shall consist of three members including the Superintendent of the district serving as fiscal agent (or designee), the CAP Principal, and one Superintendent (or designee) from a participating district other than the sending district of the student in question. The appeals committee shall generally convene within five (5) business days to render a decision regarding the student's assignment to the CAP. The appeals committee reserves the authority to return the offending discretionary placement student to the sending district if it is determined that the CAP is unable to meet the student's needs.
- 9.7 The CAP shall have its own code of conduct (Code of Conduct)--based on the Code of Conduct of Dickinson ISD.

Based on the Texas Education Code, each District has developed its own criteria for discretionary expulsions which are accepted for purposes of this Agreement.

Please refer to the appropriate DISTRICT CODE OF CONDUCT for specifics on what behavior may result in placement at the CAP.

Each District shall provide the Fiscal Agent District with current copies of the respective code of conduct. In the event a District amends its existing code of conduct, the District shall, within three working days after voting the approval of an amendment, provide a copy of the code of conduct as amended to the CAP Principal. Each District's code of conduct shall be available for public inspection at the CAP site at all times that the school is open.

- 9.8 CAP Principal and staff shall regularly review the student's academic progress. Regularly scheduled progress reports and grade reports will be forwarded to parents. In the case of a high school student, the CAP Principal, with the student's parent or guardian, and home district, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

Responsibility for tests as required by the Texas Education Agency (TEA) rests with the CAP Principal and the student's sending campus as outlined by the TEA Division of Testing and Accountability. Responsibility for any other type of assessment and identification of educational status and need rests with the sending District.

- 9.9 Identified special education students shall be provided required services (as in their IEP) with any additional cost over and above average cost of program services for all other participants borne by the sending District. Provision of related services and speech therapy is the responsibility of the sending District. Administration of the services for limited English proficient (LEP) student is the responsibility of the sending District. Responsibility for TELPAS observations will depend on the date the student begins the CAP. Details will be determined on an individual basis.
- 9.10 The Parties agree that the order to participate in the program and the CAP Code of Conduct shall be incorporated into each student's case prior to admission. No student shall be exempted from any requirement in those documents unless specifically modified by a special education IEP or section 504 Accommodation Plan. The Code of Conduct outlines staff expectations of students and proper disciplinary actions for violations.
- 9.11 Any student not a Priority 1 placement may be "bumped" from participation in CAP in reverse priority order. A student may be allowed to remain or exit the CAP setting once the student has completed their assigned days of placement because of the following reasons: sending district's holiday calendar varies from CAP calendar, state assessment calendar, completion of the semester, and completion of graduation requirements per sending district's requirements.
- 9.12 Placement of students with disabilities who receive special education services:

1. The placement of a student with a disability who receives special education

services may be made only by a duly constituted admission, review, and dismissal (ARD) committee.

2. Any disciplinary action regarding a student with a disability who receives special education services that would constitute a change in placement under federal law may only occur after a manifestation determination review (MDR) has been conducted by the student's ARD committee. Any disciplinary action regarding a student with a disability who receives special education services shall be determined in accordance with federal and state law and regulations in effect at the time of the action, including the provision of functional behavioral assessments, positive behavioral interventions, strategies, and supports; behavioral intervention plans; and the MDR, as applicable.
3. A student with a disability who receives special services may not be placed in CAP solely for educational purposes.
4. The District conducting an MDR to determine if a student's behavior is subject to expulsion shall, in accordance with applicable federal law, provide the principal of the CAP with reasonable notice of the meeting of the student's ARD committee to discuss the student's MDR. A representative of the CAP may participate in that meeting (or relevant staffing or ARD meetings) to the extent that the meeting relates to the student's placement in the CAP.
5. CAP will not schedule an orientation for an expelled special education student until an ARD committee establishes that the student may be disciplined for the behavior under review and a transfer ARD is completed.
6. Related services remain the responsibility of the sending District. CAP teachers will issue progress reports every three weeks as per the SFISD calendar, and will monitor progress of IEP goals every nine weeks.
7. If, after placement in the CAP, a teacher of the program or the CAP Principal has concerns that the student's educational or behavioral needs cannot be met in the CAP, the CAP Principal shall immediately provide written notice of those concerns to the sending District. (See section 9.06).

9.13 Placement of a student with a Section 504 Accommodation Plan.

1. A student who has qualified for an accommodation plan under Section 504 of the Rehabilitation Act of 1973 may be placed at CAP only after an MDR has determined that the misconduct is not caused by the student's need for accommodation, and the student can receive an appropriate education at the CAP.
2. Minutes of the meeting in which the above determinations are made, and the revised accommodation plan must be received by the CAP Principal prior to scheduling an orientation for the student.

- 9.14 Teachers assigned to the CAP, as instructional staff who have direct contact with students, shall submit to a criminal history record check and fingerprinting in accordance with 37 T.A.C. Section 348.4(d).following procedures in place for Dickinson ISD employees. Employment in the CAP is contingent upon the completion and return of acceptable results.
- 9.15 This Agreement consists of Funding Parameters, Interlocal Cooperation Agreement and Memorandum of Understanding for the Coastal Alternative Program. Any District financial obligation created hereunder is payable only and solely from current revenues appropriated by the respective District and available for the purpose described herein.
- 9.16 This Agreement is effective August 1, 2022 through August 31, 2023. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2023. In the absence of a revision this document shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof.

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS**, as authorized by the Dickinson ISD through its Board of Trustees on the _____ day of _____, 2022; the County of Galveston by action of Commissioners' Court on the _____ day of _____, 2022 and by each of the participating school districts by action on dates as indicated below, to be effective the 1st day of August, 2022.

GALVESTON COUNTY COMMISSIONER'S COURT

By: _____
Mark Henry, County Judge

DICKINSON INDEPENDENT SCHOOL DISTRICT
(As Fiscal Agent and as a Participating District)

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 18, 2022

Item Title: Galveston County Juvenile Justice Alternative Education Program
Interlocal Agreement for 2022-2023

Agenda Item: Robert Cobb

Background Information:

A copy of the Galveston County Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement for 2022-2023 is attached for your review.

Recommendation:

The Superintendent and Assistant Superintendent for Administration recommend approval of the Galveston County Juvenile Justice Alternative Education Program (JJAEP) Interlocal Agreement for 2022-2023.

Action Item: Yes No

Motion made by _____ **seconded by** _____ **vote** _____

COUNTY OF GALVESTON §

STATE OF TEXAS §

**INTERLOCAL COOPERATION AGREEMENT
AND MEMORANDUM OF UNDERSTANDING FOR
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM**

This Interlocal Cooperation Agreement and Memorandum of Understanding (MOU) is entered into by, between and among the COUNTY OF GALVESTON (County), the Galveston County Juvenile Board ("Board"), the Dickinson Independent School District, hereafter referred to as "DISD", Clear Creek Independent School District, Friendswood Independent School District, Galveston Independent School District, High Island Independent School District, Hitchcock Independent School District, Santa Fe Independent School District and Texas City Independent School District hereinafter collectively referred to as "Districts" and individually as "Participating District" are joined for purposes of establishing the respective responsibilities of the Board and the Districts to the other. Nothing herein shall create a direct contractual relationship between the Districts and DISD in its capacity as fiscal agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

WHEREAS Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts to increase their efficiency and effectiveness by the consolidation of administrative functions of government;

WHEREAS, Texas Education Code, Chapter 37, requires the Board to establish a Juvenile Justice Alternative Education Program ("JJAEP") for Galveston County, based on its population;

WHEREAS, such a consolidated effort in the establishment and operation of a JJAEP, is beneficial to both the Board, DISD, and the Districts, as well as the general public; and

WHEREAS, the Board, DISD, and the Districts are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this Agreement, and have each entered into this Agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS, the Board, DISD, and the Districts agree that the educational services of the JJAEP can be administered most efficiently at a centralized location within the geographic boundaries of Galveston County, and the Board desires to engage the DISD to serve as the provider of the educational component of the JJAEP, as permitted by Texas Education Code, Section 37.011(e); and

WHEREAS, the Board, DISD, and the Districts specify that each party paying for the performance of said administrative functions of government shall make those payments from revenues available;

NOW, THEREFORE, it is mutually agreed as follows:

I. OPERATING POLICY

- 1.01 The Galveston County Juvenile Justice Alternative Education Program (GCJJAEP) shall be subject to a memorandum of understanding developed by the Board in cooperation with the Participating Districts and submitted to the Texas Juvenile Justice Department (TJJD) for review and comment. The terms and conditions of this Interlocal Cooperation Agreement shall become a part of such operating policy as if fully set forth in writing therein. No additions, deletions, changes or variations to this Agreement as to fiscal matters or educational responsibilities shall be effective unless such amendment be in writing and formally agreed to by the appropriate officers of the Parties.

II. PURPOSE OF THE AGREEMENT

- 2.01 The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department (“TJJD”) and operated by DISD, for the Participating Districts’ students as permitted by §37.011(e) of the Texas Education Code. This Agreement will serve to combine into one system the operational, programmatic and educational standards for the JJAEP required by Education Code, Section 37.011 and Title 37 of the Texas Administrative Code, Chapter 348. (37 TAC § 348). The JJAEP shall serve, and Galveston County shall be responsible for funding, only those placements of students expelled from Participating Districts on the basis of conduct for which expulsion is mandatory under Texas Education Code §§37.007(a), (d) and (e).

III. GOVERNANCE

- 3.01 The Governing Board of the GCJJAEP shall include:

Chairperson: The County Judge of Galveston County shall serve as Chairperson for the GCJJAEP Governing Board. The Chairperson shall be entitled to vote on any tie vote.

Members: (each with one vote)

1. Director of Juvenile Services for Galveston County (or designee);
2. Two (2) Juvenile Judges as named by the Juvenile Board;
3. One (1) designee of Dickinson ISD, the school district serving as Fiscal Agent;
4. One (1) designee of Galveston County Commissioners Court; and
5. Three (3) school district representatives of school districts in Galveston County (Superintendent or designee) as named by Galveston County Superintendent group.

- 3.02 Meetings. The Governing Board of the GCJJAEP shall meet on the basis of called meetings as deemed appropriate by the Galveston County Judge in order to monitor and adjust the program. Such meetings shall be held at least annually. A minimum of four (4) members shall be required to establish a quorum for such meetings.
- 3.03 Notice of Meetings. Written notice of the regular meetings of the Governing Board shall be mailed, emailed or delivered to each member not less than five (5) days prior to the date thereof. Written notice of any special meeting of the members shall be given to each member not less than 24 hours and as soon as reasonably possible prior to the date thereof. The notice shall state the place, date, and time of the meeting, who called the meeting, and the general purpose or purposes for which the meeting is called.
- 3.04 Duties. The activities of the Governing Board shall include, but not be limited to the following:
- a. To develop and recommend proposed written operating policies to the Galveston County Juvenile Board ("Board") for approval by the Texas Juvenile Justice Department (TJJD) pursuant to the Texas Education Code §37.011(g), to review the operations, policies, and procedures of the GCJJAEP and to make advisory recommendations to the "Board" regarding such operations, policies, and procedures including suggested changes or amendments thereto;
 - b. To assist in an advisory capacity in the development of the annual operating budget for the administrative expenses incurred by GCJJAEP;
 - c. To participate in an advisory capacity in the development of the annual operating budget for the GCJJAEP; to recommend the initial criteria for, and thereafter monitor the Participating Districts' billing and payment schedule for the GCJJAEP; and
 - d. To facilitate coordination with the Participating Districts to this Agreement on matters relating to the supervision, educational and rehabilitative services available for expelled students and students assigned to the GCJJAEP and the subsequent transition back into the school setting.

IV. DUTIES OF DISD

- 4.01 The Dickinson Independent School District ("DISD") is designated as the situs of the campus of the GCJJAEP and shall provide personnel and services necessary to operate, on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department ("TJJD"), for the Districts' students as permitted by §37.011(e). GCJJAEP instructional staff members shall be employees of DISD and shall be subject to the personnel policies of the DISD ("JJAEP Services"). DISD shall also serve as the Fiscal Agent for the JJAEP upon receipt of funds for program operation.

- 4.02 As Fiscal Agent for educational purposes, Dickinson ISD shall administer the education program on a day-to-day basis in accordance with Dickinson ISD Board Policies, in consultation with policies promulgated and/or adopted by the governing board of the GCJJAEP. Where GCJJAEP Policies are silent, the educational program shall be administered according to policies and procedures otherwise in effect within Dickinson ISD.
- 4.03 As Fiscal Agent, Dickinson ISD shall prepare the program application and budget; shall disburse program funds applicable to instructional personnel; shall be responsible for educational personnel serving the campus and program; shall maintain all educational records applicable to the program; shall correspond with assigned students' home districts with regard to status and ultimate disposition of each assigned student; and shall provide necessary curriculum and other such responsibilities normally associated with administration and provision of education services.
- 4.04 DISD shall ensure that all DISD staff assigned to the GCJJAEP, including temporary, seasonal or substitute employees shall have orientation training prior to having contact with students. At a minimum this training, to be provided by the Galveston County Juvenile Justice Department ("GCJJD") without undue delay, shall include:
- A. safety and security procedures including, but not limited to, fire drills and the JJAEP's safety disaster plan;
 - B. child abuse reporting;
 - C. incident reports;
 - D. student code of conduct;
 - E. behavior management program;
 - F. transporting students, if applicable;
 - G. crisis intervention;
 - H. distribution of medication, if applicable;
 - I. sexual harassment;
 - J. physical restraint training, if applicable; and
 - K. requirements for providing services to students with disabilities.

- 4.05 To the extent that DISD schools are closed due to disaster, flood, extreme weather condition, public health emergency, or other calamity, DISD shall notify the Board, through the person(s) designated below, of emergency closures, and of any waiver(s) relating thereto filed by it on behalf of the GCJJAEP, and provide updates to Participant Districts on the status of any such waivers.

V. FINANCIAL OBLIGATIONS

- 5.01 The expenses of this program shall be covered pursuant to the Funding Parameters attached hereto as Exhibit "A" to this Agreement.
- 5.02 Nothing herein shall burden the Fiscal Agent, Galveston County, or any Participating District with the added expense necessary to address or accommodate any particular needs of special education students. The Fiscal Agent and the Participating District from which the student has been expelled will work together to provide necessary and appropriate special education services on a case-by-case basis as the need arises, but all additional expense and liability shall be borne and/or reimbursed by the sending Participating District, which shall remain responsible for providing its students with a Free and Appropriate Public Education (FAPE) and which shall hold the Fiscal Agent harmless for the provision of such services. If additional special education services are needed to serve students from more than one participating school district, the cost of the service will be shared by the applicable Participating Districts. All Parties shall endeavor to comply with each special education student's current Individual Education Plan (IEP) and to facilitate convening IEP meetings.
- 5.03 Each Participating District shall assume and incur any and all fees and costs, to include attorney's fees in the defense of a special education due process hearing or response to a complaint filed with the State or U.S. Department of Education, or any other litigation filed on behalf of a student with a disability expelled to the GCJJAEP by that Participating District. It is agreed and understood that the Participating District from which a student has been expelled remains at all times responsible for the provision of FAPE to students suspected of or having been identified as students with disabilities for purposes of the IDEA and Section 504 of the Rehabilitation Act.
- 5.04 Nothing herein shall burden the Fiscal Agent or any Participating District with responsibility for underwriting or providing services or accommodating student placements beyond the scope of the program described in this Agreement. This program must be submitted to the TJJDD for approval pursuant to Section 37.011 of the TEC, but should additional obligations be deemed required of the County and/or the Board for this program to fully qualify under the statute, the Parties to this cooperative program are under no contractual duty to share such additional obligations or to expand the program during the school year without mutual consent.

VI. BUDGETING

- 6.01 As Fiscal Agent, Dickinson ISD shall prepare a budget of operational costs for instructional personnel anticipated for full usage of the GCJJAEP during the coming year. Such budget shall include, without limitation, fringe benefits for its professional employees assigned in whole or in part to the program, commensurate with the fringe benefits enjoyed by comparable professional employees of Dickinson ISD.
- 6.02 The Parties concur that regular education services will be delivered by five teachers employed by Dickinson ISD under agreements entitled: Agreement for Educational Services - Transforming Lives Cooperative Day Program 2022-2023; Agreement for Educational Services between Juvenile Board and DISD 2022-2023 School Year; JJAEP Interlocal Agreement and MOU 2022-2023 and, one assistant principal for the coordination of all education services. Total program instructional personnel costs consisting of salary and benefits for 1/2 of two Regular Education teachers, 1/3 of a Assistant Principal, 1/3 of a clerical aid, and 1/5 of a district program administrator shall be included in the educational services budget for the GCJJAEP. Student/teacher ratios are to be maintained between 8 to 1 and 15 to 1. The Parties agree that one or more regular education teacher(s) may be employed by Dickinson ISD at the request of the GCJJAEP and the Galveston County Commissioners Court in the event that GCJJAEP enrollment necessitates the addition of one or more certified full time teacher(s) with all associated cost borne by the County of Galveston. The financial responsibility of each Participating District with regard to funding personnel and related costs is set forth in Exhibit "A" to this Agreement.
- 6.03 The budget may be amended with concurrence of the Districts and the Galveston County Juvenile Board if program needs change during the year. Nothing herein nor in any juvenile court order shall require the Fiscal Agent or the Galveston County Juvenile Board to amend its budget involuntarily, nor to incur added expense without means of reimbursement.

VII. ACCOUNTABILITY/ATTENDANCE

- 7.01 For purposes of accountability under Chapter 39 of the TEC and the Foundation School Program, a student enrolled in the GCJJAEP shall be reported as if the student were enrolled at the student's campus of residence, in the student's regularly assigned education program, including a special education program, where applicable, in the Participating District of the student's residence. The Participating District of residence for each such student shall cooperate fully in making such reports and accepting such accountability. All PEIMS reporting requirements for the students placed in the GCJJAEP shall remain the responsibility of the Participating District in which the student resides. Students expelled for conduct resulting in a "mandatory" placement in the GCJJAEP shall be counted as "ineligible" for attendance counting purposes in the Participating District of residence.

- 7.02 Expelled students placed in the program are expected to attend as required by compulsory attendance law, pursuant to section 25.085 of the TEC. Pursuant to TEC Section 25.093, the attendance officer of the sending Participating District of residence shall file a complaint against the parent(s) in the justice of the peace court or municipal court of the political subdivision in which the parent resides or in which the school is located if the parent fails to require the child to attend school as required by law. In accordance with section 37.011(h) of the TEC, the students assigned to the GCJJAEP resulting from expulsion under Section 37.007(a), (d), or (e) of the TEC are funded through Galveston County TJJD and are ineligible for ADA accounting in the Participating District of residence.
- 7.03 Unexcused absences of GCJJAEP students subject to an Order of Juvenile Probation, who have been expelled by a Participating District on the basis of a mandatory offense as set forth in Chapter 37 of the Texas Education Code, will be handled through the Galveston County Juvenile Justice Department (Juvenile Justice Department). On the third consecutive day of unexcused absence from the GCJJAEP, the Juvenile Justice Department's Director of Juvenile Services (Director) or the Director's designee shall notify in writing the Participating District of student residence's Superintendent or designee of the student's absence from the program. In accordance with 37 Tex. Admin. Code Section 348.210(d)(3), a student on inactive status for 30 consecutive school days shall be withdrawn from the GCJJAEP immediately following expiration of the 30th consecutive school day, subject to any decision or action by the ARD committee should the student be identified as eligible for special education.
- 7.04 A student who has been erroneously assigned to the GCJJAEP because their expulsion meets "discretionary" expulsion qualifications, not "mandatory", as identified and set forth in Chapter 37 of the TEC, shall be reassigned to the sending district's alternative education program.
- 7.05 In the event a student assigned to the GCJJAEP is declared homeless (or in the process of being declared homeless) or is in the process of transferring to another school district, the student will remain the responsibility of the original Participating District until the registration/enrollment of the student in another district is completed.
- 7.06 A mandatory expulsion is one listed in TEC 37.007(a), (d), or (e), as amended.

VIII. COUNTY'S FINANCIAL OBLIGATIONS

- 8.01 The Galveston County Juvenile Board ("Board") and the County of Galveston shall provide:
- A. funding for the education component of all placements as detailed in this Agreement;
 - B. staffing of juvenile probation officers;
 - C. supervision officers and other staff, and training thereof;

- D. the physical plant necessary for the personal safety and security of all participants and providers of services; and
- E. for Galveston County resident students, any and all aspects of any residential component of the GCJJAEP.

IX. ADMINISTRATIVE RESPONSIBILITIES

- 9.01 Physical plant maintenance, utility expenses and facility standards to comply with the Americans with Disabilities Act relating to the Galveston County Juvenile Justice Center and associated facilities, shall be the responsibility of the County, not Dickinson ISD as the Fiscal Agent nor any other Participating District.
- 9.02 The County may request the removal of any instructional personnel staff member assigned to the GCJJAEP if the assigned staff member is no longer agreeable to the County because of performance, misconduct or other employment related concerns on the part of County Officials. The Director of Juvenile Services shall so notify the Superintendent of DISD and give the Superintendent in writing the specific reason(s) for the concerns. If upon review of the Director's expressed concerns the Superintendent agrees there are performance or other employment related issues, the Superintendent will timely counsel with the staff member and attempt to have those issues properly addressed within seven school days. If the staff member's performance or other employment related concerns are not corrected to the satisfaction of the County, the Director will again express the reasons for his/ her concern. The Director and the Superintendent will meet and discuss and attempt to reach a consensus on the matter. Instructional personnel shall remain at all times DISD employees and are subject to all DISD Board Policies, procedures and Operating Guidelines, including those governing the employment of said personnel.

X. LIABILITY/TERM

- 10.01 Only to the extent permitted by applicable law, but without waiver or expansion of any limits established by the Texas Tort Claims Act, each Party to this Agreement shall indemnify and hold harmless the other Parties and their officers, employees and agents, from and against any and all claims proximately caused by negligence, breach, or other act or omission by the indemnifying Party or its officers, employee, or agents.
- 10.02 The term of this Agreement shall be for the 2022-2023 school year according to the school calendar of Dickinson ISD.

XI. MEMORANDUM OF UNDERSTANDING

The GCJJAEP Governing Board and the Districts adopt this memorandum of understanding in compliance with the Texas Education Code (“TEC”), Section 37.010 (c) and (d), whereby it is agreed and understood that no court may order an expelled student to attend school as a condition of probation except by and through assignment to the Juvenile Justice Alternative Education Program; and the Parties hereby initiate the following operating policy guidelines:

The daily administration of all aspects of the GCJJAEP other than educational services including the GCJJAEP Code of Conduct, will be conducted by the Juvenile Justice Department under the direction of its Director or the Director's designee. The program will serve all eligible students from eligible Districts.

11.01 **ELIGIBLE STUDENT.** An eligible student is a student who is or was last enrolled in a Participating District located within Galveston County and who currently resides in a Galveston County school district. An exception for placement may be made pursuant to 37.010 (g) when the student’s parents have made a residence change into the district/county and court jurisdictional issues have been properly accommodated. The following students shall be eligible to attend the GCJJAEP:

1. Mandatory expelled students under TEC section 37.007 (a), (d), or (e).
2. Students who are under the jurisdiction of the Juvenile Court and are not expelled may be court ordered to receive educational services in the GCJJAEP. A copy of the Court Order shall be provided to the student's home district in order to satisfy Texas Education Agency requirements.
3. Students expelled under TEC section 37.007 (a), (d) or (e) who are eligible for attendance in any school within Clear Creek ISD but who are not residing in Galveston County, providing that Galveston County Juvenile authorities have agreed to serve the student who resides in Harris County.
4. Students expelled under TEC section 37.0081 (felony offense in Title 5, Penal Code; or the felony offense of aggravated robbery under Section 29.03 of the Texas Penal Code).
5. Students expelled under TEC section 37.309 (removal of registered sex offenders) provided space is available.

11.02 **ADMISSION PROCEDURES**. The Parties agree to comply with the following admission procedures:

- A. If placement is initiated by a Participating District's expulsion of a student, the Participating District shall notify the GCJJAEP Program Director or the Director's designee in advance of an expulsion hearing to allow the GCJJAEP and the Participating District to facilitate the student's transition into the GCJJAEP in the event the student is expelled.
- B. The Participating District in which the student is or was last enrolled shall provide to the Juvenile Justice Department and the Fiscal Agent, Dickinson ISD, a copy of the order of expulsion. Expulsion conducted pursuant to TEC section 37.0081 shall include a statement regarding the specific determinations required under Section 37.0081 (a) (1) and (2).
- C. Additionally, the Participating District in which the student is or was last enrolled shall provide to Dickinson ISD a copy the following:
 - expulsion letter signed by a Participating District official authorized to expel students, confirming that an expulsion hearing meeting the requirements of Chapter 37 of TEC has been afforded; and/or
 - a written waiver by the parent of the expulsion hearing (if used);
 - "Notification to Galveston County Juvenile Court" form;
 - copy of birth certificate or another document suitable as proof of the child's identity and date of birth;
 - documentation confirming social security number or state-issued PEIMS number, as applicable;
 - divorce decree or court orders showing custody;
 - restraining orders, other legal matters pertinent to school;
 - immunization and health records;
 - application for Free and Reduced Lunch Program or information on student's status;
 - attendance record;
 - disciplinary reports;
 - withdrawal/transfer grades in each subject;
 - current year's grade reports (progress reports, report cards);
 - Confidential Student Report for most recent state assessment scores (STAAR, EOC, TELPAS);
 - 504 paperwork and accommodation plan, if applicable;
 - Special Services paperwork, if applicable;
 - LPAC and other ESL/bilingual paperwork, if applicable; and
 - Transcript, and for high school students only – personal graduation plan.

- D. A student who is required to register as a sex offender will only be served pursuant to the same provisions applicable to students expelled under TEC section 37.0081 or applicable court order. The Participating District shall provide required notice not later than the second business day after the date an expulsion hearing is held pursuant to TEC Section 37.009, together with any other notice and information required under TEC Section 37.010 and Family Code Section 52.04. The Juvenile Courts of Galveston County shall consider appropriate proceedings under Title 3 of the Texas Family Code. As required by TEC Section 37.010 (a), an expelled student shall immediately attend the GCJJAEP from the date of expulsion.
- E. If the student is already under court supervision, the caseworker will recommend whether to amend the conditions of probation and it will be the Court's decision whether to implement any subsequent conditions of probation.
 - a. If conditions of probation are to be amended, the Assistant District Attorney shall prepare a Modification Order requiring the juvenile to participate in the GCJJAEP and the Student Code of Conduct. The Assistant District Attorney will request a court date as soon as practicable and the Court will be requested to consider the amendment of the Order.
 - b. If the juvenile was placed in detention due to the violation that resulted in expulsion, the caseworker may prepare conditions of release that would include an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct, subject to approval by the Juvenile Judge.
- F. If the student is not under prior court supervision, the Juvenile Justice Department, as designated by the Juvenile Court, shall determine if there is probable cause to believe the person engaged in delinquent conduct or conduct indicating a need for supervision. If a petition is filed, the Assistant District Attorney may include with the disposition order an order requiring the juvenile to participate in the GCJJAEP and the Code of Conduct for the Court's approval.
- G. Each Participating District will determine the length of time that each student will be enrolled at the JJAEP. Each Student will be assigned a program based on performance and behavior that includes earning points for expected behavior. Points will be earned on a daily basis and goals will be met prior to returning to the home campus, or until the length of expulsion has expired. A discharge report will be sent to the Participating District prior to a student being returned to that campus. Whenever possible, GCJJAEP will release the student at the end of the sending District's grading period. If the student's release date occurs during a week of state-mandated testing, the student must remain at GCJJAEP to complete the tests. No student shall be released during the last week of the Participating District's semester.

- H. Prior to the completion of the student's placement in the GCJJAEP, the program's probation officer will coordinate with the program administrator to contact the campus of record to initiate the student's transfer back to the student's home campus. The probation officer will assist in obtaining any information for the home campus and briefly monitor the student's progress upon the student's return.
- I. The probation officer will conduct an admission conference with the student and a parent or guardian to review all the GCJJAEP requirements and answer any questions on the first day of attendance.
- J. Juvenile Justice Department personnel will advise parent(s) or guardian(s) to schedule a physical examination for the student through the Juvenile Justice Department. The student may be admitted to the program prior to completion of the physical exam but will not participate in the physical training aspect of the program until exam results are received. Students with reduced activity ability will be placed on a modified physical training regimen. The form for the physical shall be as in Addendum 3 to this Agreement.
- K. Transportation of students attending the JJAEP will be the responsibility of the home school district or the student's parents at the sole discretion of the home school district. Neither the JJAEP, nor the Educational Fiscal Agent are responsible for transportation of students attending the JJAEP Program.
- L. As required under TEC 37.011(b)(4), GCJJAEP shall provide timely educational services in the GCJJAEP to all expelled students (including adult students 18 years of age or older) for which expulsion is required under Section 37.007(a), (d) or (e), regardless of the student's age or whether the juvenile court has jurisdiction over the student.

11.03 The GCJJAEP shall have its own Student Code of Conduct (Code of Conduct). The Texas Association of School Boards (TASB) model code of conduct shall be the basis for the Code of Conduct, with such modifications/additions, as the Governing Board deems appropriate. All modifications/additions shall be approved by the Governing Board.

Each District shall provide the Juvenile Justice Department with current copies of their respective Student Codes of Conduct. In the event a District amends its existing Student Code of Conduct, the District shall, within three days following action taken by the Board of Trustees of the District to approve the amendment, provide a copy of the Student Code of Conduct as amended to the Juvenile Justice Department. Each District's Student Code of Conduct shall be available for public inspection at the referring school at all times that the school is open. Additionally, each District's Student Code of Conduct shall be available for public inspection at the Juvenile Justice Department at all times that the Jerry J. Esmond Juvenile Justice Center is open.

11.04 Each student shall be provided an educational progress/ facilitation plan. GCJJAEP educational staff and administration shall review the student’s academic progress at regular intervals through the issuance of progress reports and report cards. In the case of a high school student, the GCJJAEP administrator of the education component, with the students parent or guardian, shall review the student’s progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student. FAPE remains the responsibility of the sending school district. DISD will confer with the sending school district, as necessary, to share data and consult with the LEA to enable sending districts to meet federal requirements.

Responsibility for the administration of all educational testing rests with the educational component administrator and the student’s home campus as outlined by the TEA Division of Testing and Accountability and Texas Administrative Code section 348.208(d)(4). Responsibility for any other type of assessment and identification of educational status and need rest with the sending District. Responsibility for the timely submission of pre and post-testing as required by TJJD rest with Galveston County.

Identified special education students shall be provided required services (as set forth in their IEP) with the sending District bearing any additional cost that is over and above the regular cost of program services for all participants. Administration of any and all related services and speech therapy is the responsibility of the sending Participating District, which also assumes responsibility for the provision of FAPE. Administration of the services for Limited English Proficiency (LEP) students is the responsibility of the sending Participating District.

11.05 The Parties agree that the (1) Order requiring student participation in the JJAEP program, and (2) the Student Code of Conduct of the sending District shall be incorporated into each student’s case file prior to admission. The Parties further agree that no student shall be exempted from any requirement set forth in those documents unless specifically modified by a special education IEP committee document or section 504 Accommodation Plan. The Student Code of Conduct sets forth staff expectations of students and proper disciplinary actions for violations of that Code.

11.06 **PLACEMENT OF STUDENTS WITH DISABILITIES.**

- A. The placement into the JJAEP of a student with a disability who receives special education services must be made in compliance with the Individuals with Disabilities Education Act (IDEA)(20 U.S.C. Section 1400 et seq.), the IDEA’s implementing federal regulations, and state law and regulations regarding the discipline of students with disabilities.
- B. A Participating District may expel a student who has been identified as an eligible student with a disability under the Individuals with Disabilities Education Act (IDEA) or a qualified student under Section 504 of the Rehabilitation Act of 1973 (504) only after (1) a duly constituted Admission Review and Dismissal (ARD) or 504 committee

determines that the alleged misconduct is not a manifestation of the student's disability/ies, and (2) the Participating District has complied with all other requirements as set forth in state and federal law regarding the discipline of students generally and the discipline of students with disabilities, specifically, including but not limited to the ARD or 504 committee determining what services, if any, are required to provide the student with a free, appropriate public education in the GCJJAEP as defined by law.

- C. The Participating District from which the special education student was expelled, whether for mandatory or permissive expulsion under Chapter 37 of the Texas Education Code, shall provide the administrator of the GCJJAEP or the administrator's designee with advance written notice a reasonable time prior to the meeting of a student's ARD or Section 504 committee to discuss the student's expulsion. A representative of the GCJJAEP may, at the election of the GCJJAEP and/or its Fiscal Agent if different from the GCJJAEP, participate in the meeting as a non-consensus member to the extent that the meeting relates to the student's placement in the GCJJAEP.
- D. The referring Participating District in which a student resides shall maintain the full responsibility to provide special education services, including related services, to eligible students under the Individuals with Disabilities Education Act. The GCJJAEP shall be responsible for any services required to comply with the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990. The cost of any special education services provided to students by GCJJAEP shall be borne by the referring Participating District with the responsibility to provide the services. The Participating District may make such services available in conjunction with the GCJJAEP or at a separate time and location, at the discretion of the referring, Participating District. If the referring Participating District elects to make special education services available to the student in conjunction with the time the Student is at the GCJJAEP, the referring Participating District shall cooperate with the GCJJAEP to minimize disruption of the JJAEP.
- E. GCJJAEP teachers employed by the Fiscal Agent will issue progress reports for all students at the mid-point of each grading period. Required progress monitoring and reporting on any IDEA eligible student's IEP shall be the responsibility of the referring Participating District for that student, in consultation with the GCJJAEP teacher.

11.07 **SUSPECTED DISABILITY.** If a student assigned to the GCJJAEP is suspected of having a disability for which the student would be eligible for services under the IDEA, the GCJJAEP Administrator or Administrator's designee, will inform the sending Participating District of such suspicion immediately, and the Participating District's Child Find procedure will be initiated to resolve whether a special education referral and evaluation is warranted. Similarly, if a student assigned to the GCJJAEP is suspected of having a physical or mental impairment that substantially limits a major life activity, the GCJJAEP Administrator or

Administrator's designee will inform the sending Participating District of such suspicion immediately for decision on any further required evaluation or action. The sending Participating District remains solely responsible for all required Notices, Assurances, and any other Procedural Safeguards to which the student and his/her parents are entitled. However, GCJJAEP staff will assist with contributing to the necessary referral documents if requested.

- 11.08 **BACKGROUND CHECKS.** Any staff member assigned to or providing services on site at the GCJJAEP who will or may have direct contact with students shall submit to a criminal history record check and fingerprinting in accordance with 37 Tex. Admin. Code Section 348.106(d). Employment by the GCJJAEP or the right to provide direct services on the campus of the GCJJAEP is expressly contingent upon the completion and return of acceptable results of criminal history checks.
- 11.09 **IMMUNITY.** Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act and the Texas Education Code, § 37.011(o).
- 11.10 **SUPPLEMENTARY PROGRAM FUNDING.** Each Participating District hereby agrees to allow the Fiscal Agent to submit a grant application for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Any such funds received from the State shall be utilized to off-set educational expenses of County and Participating Districts, including the Fiscal Agent, and any remaining funds may be used for expansion and improvement of the GCJJAEP.
- 11.11 **INSPECTION OF RECORDS.** Upon request, all public records of DISD as the Fiscal Agent that are created and maintained pursuant to the Fiscal Agent's satisfaction of its obligations under this Agreement shall be made available for inspection at any time mutually convenient to the Fiscal Agent and the requesting party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said records.
- 11.12 **EQUAL EMPLOYMENT POLICIES.** DISD as the Fiscal Agent affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities.
- 11.13 **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties and shall take the place of any prior understandings, written or oral agreements. This Agreement consists of both an Interlocal Cooperation Agreement and Memorandum of Understanding for Juvenile Justice Alternative Education Program, along with a statement of Funding Parameters attached hereto as Exhibit "A".

- 11.14 **SEVERABILITY.** If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.
- 11.15 **TERM and EFFECTIVE DATE.** This Agreement is effective August 1, 2022 and shall remain in effect through July 31, 2023. The Parties shall use their best efforts to execute a renewal of the memorandum prior to August 1, 2023. In the absence of a revision, this Agreement shall remain in effect until such time as the Parties, through votes of their governing bodies, determine to void, modify or repeal the entire document or any portion thereof.

[Remainder of page intentionally left blank]

This Agreement is hereby **EXECUTED IN MULTIPLE ORIGINALS (10)**, as authorized by the County of Galveston by action of the Commissioners Court on the _____ day of _____, 2022, by action of the Dickinson Independent School District Board of Trustees on the _____ day of _____, 2022, and by each of the other Participating Member Districts by action on dates as indicated below, to be effective the 1st day of August, 2022.

GALVESTON COUNTY COMMISSIONERS COURT

By: _____

DICKINSON INDEPENDENT SCHOOL DISTRICT
(as Fiscal Agent and as a Participating District)

By: _____

GALVESTON COUNTY JUVENILE BOARD

Date of Juvenile Board Authorization:

By: _____

CLEAR CREEK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

FRIENDSWOOD INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

GALVESTON INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HIGH ISLAND INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

HITCHCOCK INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

SANTA FE INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

TEXAS CITY INDEPENDENT SCHOOL DISTRICT

Date of School Board Authorization:

By: _____

EXHIBIT "A"

GALVESTON COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (GCJJAEP)

FUNDING PARAMETERS

FUNDING:

1. For the 2022-2023 school year, the Galveston County Juvenile Justice Center will educate students residing in Participating Districts located within Galveston County who are expelled due to a mandatory expulsion or student placement pursuant to Texas Education Code (TEC) 37.0081(g) and TEC 37.309(b). Mandatory expulsions are defined as those expulsions for offenses described in Section 37.007 (a), (d), or (e) of the TEC, funded by the allocation to Galveston County from the State through the Texas Juvenile Justice Department (TJJD) for that purpose. The entire cost of educating students identified as having committed an offense specifically set forth in Section 37.007 (a), (d), or (e) of the TEC shall be solely borne by Galveston County. It is further agreed and understood that expelled students covered by this paragraph are ineligible to be counted, for purposes of student attendance accounting and corresponding funding, by their Participating District of residence.
2. The entire cost of educating students identified as having committed an offense specifically set forth in Sections 37.0081(g) and TEC 37.309(b)(1) of the TEC, or other discretionary placements, shall be solely borne by the Participating District of residence for such students.

Additional Considerations

1. Average Daily Attendance (ADA) or other funding allotment, if any, that the Fiscal Agent District receives for a student placed at the GCJJAEP by any Participating District may be deducted, at the sole discretion of the Fiscal Agent, from the overall cost in determining net cost to the County.
2. Grant funds awarded to any Participating District, which in the determination of the Participating District to which the grant is awarded can be applied to lower costs for services provided to a student placed at the GCJJAEP, shall be applied to reduce net cost to the County for that student's placement in the GCJJAEP.
3. Galveston County shall be solely responsible for payment of all wages and any other costs related to the employment of Galveston County Juvenile Justice Department personnel. Galveston County further shall provide the physical plant, breakfast and lunch for all students,

and for costs incurred by the GCJJAEP for any non-educational matter not otherwise specified in this Agreement.

4. Galveston County shall pay Fiscal Agent District, identified herein as Dickinson ISD, fifty percent (50%) of all annual projected operating costs as a fixed-rate cost based on the proposed number of personnel identified by the Fiscal Agent for implementation of the GCJJAEP program for the Fiscal Year. All personnel are and shall be employees of the Fiscal Agent, currently Dickinson Independent School District (DISD), and are subject to the Board Policies and employment expectations of the Fiscal Agent District. Annual operating costs are defined as those costs associated with the hiring, retention, maintenance, salary and provision of benefits to employees identified in this paragraph and shall be paid by the County on the following schedule:

On or after September 1, but not later than October 1 of each year for which this Agreement remains in force:

- 1/2 of annual operating costs for two teachers appropriately certified to provide instruction in the State of Texas for the area and grade levels assigned;
- 1/3 of annual operating costs for one assistant principal;
- 1/3 of annual operating costs for one clerical aid, 1/5 of annual operating costs for one program administrator appropriately certified in the State of Texas to oversee and manage the GCJJAEP program; and
- Any other annual operating costs incurred by Dickinson ISD as Fiscal Agent for one or more additional teacher(s) certified to provide instruction in the State of Texas for the area and grade levels assigned upon the request of the GCJJAEP and Galveston County Commissioners Court pursuant to paragraph 6.02 of this Agreement.

Thereafter, the balance of all annual operating costs up to the 50% cap owed shall be paid by Galveston County to Fiscal Agent District. The balance shall be determined on the basis of actual operating costs for the Fiscal Year, less any reimbursement grants, ADA or other proceeds received for the operation of the GCJJAEP to reimburse for such costs, as determined by the Fiscal Agent and invoiced in June of the same Fiscal Year to the County by the Fiscal Agent District.

5. Galveston County (County) has budgeted from its general budget fund certain amounts for paper and copies, arts and crafts, and materials and supplies for each program. Instructional personnel shall comply with County's procurement procedures for the acquisition of instructional materials using the fund budgeted by the County. Fiscal Agent Dickinson ISD may supplement those funds for materials and supplies, at its discretion, but will not be reimbursed by the County for supplemental expenses, if any, without express approval by the County.

6. The T1 data circuit as provided by the County through Southwestern Bell or other service provider at the juvenile facility will be billed to and paid by the County.

7. If a student has been court-ordered to attend the GCJJAEP, the County shall be responsible for funding such placements contingent upon (1) confirmation that the placement is pursuant to the mandatory expulsion provisions under Chapter 37 of the Texas Education Code, and (2) the student has in fact been expelled by the Participating District.

8. Galveston County shall be responsible for (1) compensation and other costs associated with the employment of Galveston County Juvenile Justice personnel assigned to work or to provide services on site at the GCJJAEP, (2) provision and maintenance of the physical plant in which the GCJJAEP is located, (3) provision of breakfast and lunch meeting all USDA Nutritional Requirements applicable to public school districts to all students assigned to GCJJAEP by a Participating District, and (4) ancillary matters in support of the operation of the GCJJAEP program for assigned students assumed as reasonable costs.

9. The GCJJAEP will provide services to students expelled to the GCJJAEP pursuant to (1) TEC section 37.0081 (Students found by the Participating District referring the student to have committed a felony offense identified under Title 5 of the Texas Penal Code), and (2) students expelled to the GCJJAEP pursuant to TEC section 37.309 (placement of registered sex offenders), provided space is available as determined by the GCJJAEP. Participating Districts shall reimburse Galveston County for the provision of services provided under this Agreement, and pursuant to 37.0081(g), the total reimbursement to the County by all Participating Districts shall not exceed actual costs incurred each instructional day per student during that period that the student is assigned to the GCJJAEP. It is agreed and understood that each Participating District shall be obligated to reimburse Galveston County in an amount proportionate to the number of students expelled from that Participating District pursuant to TEC 37.007(a), (d), (e), TEC 37.0081 and TEC 37.309(b). Each Participating District will be invoiced their respective cost amount in October of each year, which shall be reimbursed back to the County not later than August 19, 2022.

DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT

Meeting Date: July 18, 2022
Item Title: Quarterly Investment Report
Agenda Item: Ryan Boone / Kelly Logsdon

Background Information:

Attached is the quarterly investment report for March 1, 2021 through May 31, 2022 and comparison data for prior years.

Recommendation:

The Superintendent, Deputy Superintendent for Business and Operations and the Executive Director of Business Operations recommend approval of the quarterly investment report for March 1, 2021 through May 31, 2022.

Action Item: Yes No

DICKINSON INDEPENDENT SCHOOL DISTRICT

Quarterly Investment Report

March 1, 2022 - May 31, 2022

This report has been prepared according to the requirements of Texas Government Code Chapter 2256 and I hereby certify that all investment activities are in compliance with local and state investment policy.



Ryan Boone
Deputy Superintendent for Business & Operations



Kelly Logsdon
Executive Director of Business Services



Leslie Hudson
Executive Director of Payroll



Laura Lambert
Senior Accountant

Dickinson Independent School District
Investments by Government Pools
OPERATING FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Logic	4,314,482	4,314,614	4,314,853	4,315,023	4,315,343	4,315,701	4,316,614	4,318,103	4,321,079			
Texas Class	7,115,269	3,115,417	6,115,566	3,115,786	17,617,083	23,619,189	18,624,421	7,629,499	7,634,769			
Gulf Coast CU	5,134,446	5,145,964	5,148,359	5,148,359	5,157,511	5,157,511	5,161,266	5,169,043	5,169,043			
TexStar	300,472	300,475	300,477	300,481	300,483	300,486	300,513	300,592	300,757			
Texas TERM	25,594,686	20,602,683	20,605,581	20,605,581	20,608,052	20,609,074	20,610,096	20,610,096	20,615,123			
Texas FIT	3,339,400	8,339,843	8,340,348	8,341,107	8,342,173	8,343,186	8,344,777	8,347,081	8,351,409			
Total	45,798,755	41,818,996	44,825,184	41,826,337	56,340,645	62,345,147	57,357,687	46,374,414	46,392,180	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Logic	129	132	139	270	320	358	914	1,488	2,975				6,725
Texas Class	61	148	148	220	1,297	2,106	5,232	5,078	5,270				19,560
Gulf Coast CU	0	11,518	2,395	0	9,152	0	3,755	7,777	0				34,597
TexStar	2	3	3	4	2	2	27	80	165				288
Texas TERM	0	7,997	2,898	0	2,471	1,022	1,022	0	5,026				20,436
Texas FIT	415	443	506	759	1,065	1,013	1,591	2,304	4,328				12,424
Total	607	20,241	6,089	1,253	14,307	4,501	12,541	16,727	17,764	0	0	0	94,030

Dickinson Independent School District
 Ten Year Balance History
 OPERATING FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2012-13	25,864,161	28,868,943	27,673,355	27,678,148	33,683,023	37,687,846	36,193,219	32,197,759	29,201,941	29,705,578	26,858,882	26,861,212
2013-14	29,563,276	32,565,669	31,668,204	32,170,838	38,173,758	43,676,761	40,680,125	36,683,125	33,685,944	32,688,517	32,191,099	31,839,871
2014-15	35,424,432	35,916,810	32,168,575	30,170,343	37,172,376	43,174,634	43,180,250	37,192,580	34,194,538	29,915,239	29,801,034	33,206,830
2015-16	37,207,179	40,219,426	38,237,442	44,247,411	47,234,787	51,247,183	47,256,444	44,266,883	41,282,996	38,295,541	38,312,411	39,347,700
2016-17	45,375,666	43,431,962	49,417,925	50,435,468	52,461,542	60,498,394	53,529,331	50,551,891	46,633,422	43,664,587	42,738,360	43,780,279
2017-18	48,798,756	48,844,463	49,870,305	54,895,049	60,931,901	61,045,981	61,097,442	58,211,038	52,278,091	47,337,052	47,699,614	47,798,402
2018-19	48,850,615	51,322,653	49,424,925	49,577,250	58,615,471	66,723,974	61,851,069	55,958,121	54,093,282	54,191,449	51,801,768	53,705,255
2019-20	60,888,636	60,012,550	53,703,105	59,432,691	69,487,534	75,855,044	69,727,150	63,806,409	56,704,668	53,727,163	49,747,402	47,867,920
2020-21	53,739,783	56,849,350	54,915,997	50,921,104	65,940,917	71,802,263	62,956,494	56,970,934	53,975,862	48,977,167	45,997,208	45,907,822
2021-22	45,798,755	41,818,996	44,825,184	41,826,337	56,340,645	62,345,147	57,357,687	46,374,414	46,392,180	0	0	0

97

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2012-13	4,276	4,732	4,464	4,789	4,875	4,824	5,372	4,541	4,181	3,637	3,304	2,330	51,326
2013-14	2,064	2,393	2,536	2,634	2,920	3,004	3,658	3,001	2,819	3,405	3,541	3,723	35,698
2014-15	2,398	2,379	1,763	1,771	2,032	2,259	5,616	2,329	1,928	1,473	5,052	5,793	34,793
2015-16	2,576	15,223	19,877	9,967	8,922	10,937	12,261	10,438	16,112	8,314	7,959	8,649	131,235
2016-17	27,873	56,292	22,719	17,517	26,072	36,854	32,414	22,559	81,532	31,166	75,553	43,414	473,965
2017-18	18,701	45,705	25,842	24,744	36,852	114,080	51,464	113,593	67,056	58,960	36,309	98,546	691,852
2018-19	52,213	51,496	102,270	152,248	38,219	108,503	127,096	107,053	135,158	98,168	110,320	103,487	1,186,231
2019-20	183,412	123,914	190,554	229,582	64,449	148,273	81,744	79,261	48,258	22,394	20,339	120,719	1,312,899
2020-21	71,663	109,596	66,647	5,107	19,813	3,727	11,850	14,442	11,662	1,315	20,041	941	336,804
2021-22	607	20,241	6,089	1,253	14,307	4,501	12,541	16,727	17,764	0	0	0	94,030

Dickinson Independent School District
Investments by Government Pools
INTEREST AND SINKING FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Class	1,497,757	1,497,813	3,497,917	6,498,151	334,435	8,335,058	8,337,080	8,359,867	8,365,642			
TexPool	0	0	0	0	0	0	0	0	0	0	0	0
Texas TERM	10,529,851	10,529,858	10,529,865	10,529,873	10,531,162	10,534,249	10,534,249	10,534,249	10,534,249			
Total	12,027,608	12,027,671	14,027,782	17,028,024	10,865,597	18,869,307	18,871,329	18,894,116	18,899,891	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Class	54	55	105	234	1,098	622	2,023	2,891	5,774				12,856
TexPool	0	0	0	0	0	0	0	0	0	0	0	0	0
Texas TERM	8	8	7	7	1,289	3,087	0	0	0				4,406
Total	62	63	112	241	2,387	3,709	2,023	2,891	5,774	0	0	0	17,262

Dickinson Independent School District
Investments by Pools
DEBT SERVICE FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2012-13	6,069,801	6,070,878	8,671,895	10,163,541	15,299,540	9,093,569	9,052,351	9,753,569	9,754,852	9,713,542	9,998,660	5,546,181
2013-14	5,546,578	5,546,999	5,547,417	8,231,648	14,721,878	8,945,248	8,945,946	8,946,623	8,947,311	8,947,994	4,161,747	6,012,893
2014-15	6,013,341	6,013,801	6,614,265	7,764,977	4,347,401	9,797,771	9,798,759	9,799,823	9,800,935	11,401,139	6,076,125	6,271,565
2015-16	6,271,747	6,272,836	6,274,064	6,275,586	13,585,808	10,494,059	13,499,830	13,506,038	13,512,728	13,118,516	7,791,542	451,144
2016-17	8,800,969	8,232,509	8,395,035	14,153,316	21,118,977	15,030,408	16,043,182	16,056,998	16,071,682	16,038,748	9,902,306	10,504,567
2017-18	10,515,229	10,526,471	11,037,856	15,195,447	21,122,320	17,410,151	17,428,591	17,448,473	17,476,685	18,905,724	18,052,557	12,031,994
2018-19	12,053,324	12,650,208	13,661,610	15,676,395	25,517,327	15,284,969	16,313,373	16,341,893	16,370,722	16,380,746	16,545,345	10,814,880
2019-20	10,815,814	10,816,728	10,645,783	11,662,217	23,598,646	14,291,236	15,297,072	19,059,354	16,605,453	17,008,551	10,793,267	10,820,839
2020-21	10,820,918	10,906,499	11,903,157	13,903,344	22,716,559	17,116,740	17,120,978	19,121,459	19,122,035	19,126,457	12,027,471	12,027,546
2021-22	12,027,608	12,027,671	14,027,782	17,028,024	10,865,597	18,869,307	18,871,329	18,894,116	18,899,891	0	0	0

99

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2012-13	1,116	1,077	1,016	1,646	2,011	1,208	1,298	1,218	1,284	1,205	1,129	533	14,742
2013-14	398	421	417	614	944	774	698	677	696	675	598	427	7,339
2014-15	447	459	465	572	480	561	989	1,063	1,112	1,304	1,139	890	9,481
2015-16	961	1,094	1,193	1,522	3,007	5,585	5,771	6,208	6,691	6,887	5,953	143	45,015
2016-17	4,940	5,987	5,589	8,281	13,448	10,354	12,774	13,816	14,684	14,851	15,798	10,233	130,755
2017-18	10,662	11,242	11,385	10,907	16,568	10,071	18,440	19,881	28,212	29,039	30,156	22,075	218,638
2018-19	21,330	9,629	11,402	14,784	30,627	85,283	28,403	28,520	28,828	10,023	15,648	135,150	419,627
2019-20	933	914	69,262	16,433	26,124	5,396	5,836	7,803	3,920	3,097	1,754	27,574	169,046
2020-21	79	85,131	108	186	2,910	2,525	2,068	2,546	3,117	4,422	320	74	103,486
2021-22	62	63	112	241	2,387	3,709	2,023	2,891	5,774	0	0	0	17,262

Dickinson Independent School District
Investments by Government Pools
WORKER'S COMPENSATION FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Class	0	0	0	0	0	0	0	0	0	0	0	0
TexPool	302,212	302,221	302,231	302,240	302,250	302,265	302,304	302,380	302,540			
Texas TERM	2,052,289	2,052,289	2,052,290	2,052,291	2,052,291	2,052,297	2,053,320	2,053,320	2,053,320			
Total	2,354,501	2,354,510	2,354,521	2,354,531	2,354,541	2,354,562	2,355,624	2,355,700	2,355,860	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Class	0	0	0	0	0	0	0	0	0	0	0	0	0
TexPool	7	9	10	10	10	15	39	76	160				336
Texas TERM	1	1	1	1	0	6	1,023	0	0				1,033
Total	8	10	11	11	10	21	1,062	76	160	0	0	0	1,369

Dickinson Independent School District
Investments by Pools
WORKER'S COMPENSATION FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2012-13	225,240	225,272	200,301	200,326	200,343	200,358	200,375	200,392	200,404	200,414	200,423	200,430
2013-14	200,437	200,445	200,453	200,459	200,464	200,468	200,473	200,479	200,483	200,487	200,493	200,499
2014-15	200,504	200,508	200,514	1,200,549	1,200,596	1,200,637	1,200,686	1,200,738	1,200,794	1,200,851	1,200,915	1,200,988
2015-16	1,200,991	1,201,078	1,201,280	1,201,470	1,201,743	1,202,030	1,202,364	1,952,614	1,952,817	1,953,027	1,953,247	1,953,470
2016-17	1,953,690	1,953,919	1,954,149	1,962,782	1,963,168	1,963,497	1,863,886	1,864,276	1,864,710	1,765,147	1,765,612	1,766,092
2017-18	1,705,608	1,706,052	1,606,422	1,606,830	1,557,269	1,557,640	1,558,099	1,558,589	1,559,114	1,572,723	1,573,193	1,573,672
2018-19	1,574,154	1,574,689	1,581,377	1,581,963	1,582,576	1,583,132	1,595,294	1,595,925	1,596,565	1,597,188	1,597,831	1,612,105
2019-20	2,312,870	2,316,310	2,316,726	2,330,027	2,330,434	2,339,937	2,341,045	2,341,158	2,341,227	2,347,204	2,347,257	2,347,303
2020-21	2,347,339	2,347,373	2,347,404	2,352,728	2,352,749	2,352,759	2,352,764	2,352,767	2,352,769	2,354,481	2,354,486	2,354,493
2021-22	2,354,501	2,354,510	2,354,521	2,354,531	2,354,541	2,354,562	2,355,624	2,355,700	2,355,860	0	0	0

101

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2012-13	38	32	29	26	17	14	18	17	12	9	9	7	229
2013-14	6	8	7	6	5	4	5	6	4	5	5	6	67
2014-15	5	4	5	36	47	41	49	52	56	57	64	73	489
2015-16	84	99	109	190	273	287	334	250	203	210	220	223	2,481
2016-17	220	229	231	8,632	387	328	389	390	434	437	466	480	12,623
2017-18	9,516	444	370	408	439	371	460	490	525	13,610	470	479	27,582
2018-19	482	536	6,689	585	613	556	12,162	631	640	620	643	14,273	38,430
2019-20	765	3,439	415	13,301	408	9,502	1,108	114	69	5,977	53	45	35,196
2020-21	37	34	31	5,324	21	10	5	3	2	1,711	6	7	7,191
2021-22	8	10	11	11	10	21	1,062	76	160	0	0	0	1,369

Dickinson Independent School District
Investments by Government Pools
ACTIVITY FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Class	0	0	0	0	0	0	0	0	0	0	0	0
TexPool	90,969	90,971	90,974	90,977	90,980	90,984	90,996	91,019	91,067			
Total	90,969	90,971	90,974	90,977	90,980	90,984	90,996	91,019	91,067	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Class	0	0	0	0	0	0	0	0	0	0	0	0	0
TexPool	2	3	3	3	3	4	12	23	48				102
Total	2	3	3	3	3	4	12	23	48	0	0	0	101

Dickinson Independent School District
Investments by Pools
ACTIVITY FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2012-13	85,702	85,714	85,725	85,736	85,743	85,749	85,756	85,764	85,769	85,773	85,777	85,780
2013-14	85,783	85,786	85,790	65,792	85,794	85,796	85,798	85,801	85,803	85,804	85,807	85,809
2014-15	85,812	85,814	85,816	85,819	85,822	85,825	85,828	85,832	85,836	85,840	85,845	85,845
2015-16	85,850	85,857	85,871	85,884	85,904	85,925	85,948	85,972	85,997	86,023	86,050	86,077
2016-17	86,104	86,132	86,160	86,194	86,233	86,270	86,316	86,366	86,423	86,485	86,556	86,630
2017-18	86,702	86,778	86,853	86,940	87,036	87,125	87,238	87,357	87,485	87,615	87,756	87,899
2018-19	88,043	88,203	88,363	88,535	88,714	88,877	89,060	89,238	89,418	89,595	89,777	89,942
2019-20	90,102	90,248	90,373	90,497	90,620	90,734	90,812	90,846	90,866	90,882	90,899	90,912
2020-21	90,923	90,933	90,942	90,950	90,956	90,959	90,960	90,961	90,962	90,963	90,965	90,967
2021-22	90,969	90,971	90,974	90,977	90,980	90,984	90,996	91,019	91,067	0	0	0

103

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2012-13	11	12	11	11	7	6	8	7	5	4	4	3	89
2013-14	3	4	3	3	2	2	2	3	2	2	2	3	31
2014-15	2	2	2	3	3	3	4	4	4	4	5	5	41
2015-16	6	7	8	14	20	21	24	24	25	26	27	27	229
2016-17	27	28	28	33	39	37	46	50	56	63	71	73	551
2017-18	72	76	75	87	96	90	112	119	127	130	141	143	1,268
2018-19	144	160	160	172	180	163	182	178	180	175	182	166	2,042
2019-20	160	146	124	125	122	115	77	34	21	16	16	14	970
2020-21	11	10	9	8	6	3	1	1	1	1	2	2	55
2021-22	2	3	3	3	3	4	12	23	48	0	0	0	101

Dickinson Independent School District
Investments by Government Pools
FOOD NUTRITION SERVICES FUND

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Class	606,040	606,063	606,089	606,125	2,106,256	2,106,454	2,106,966	3,607,992	3,610,484			
TexPool	0	0	0	0	0	0	0	0	0	0	0	0
Total	606,040	606,063	606,089	606,125	2,106,256	2,106,454	2,106,966	3,607,992	3,610,484	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Class	22	22	27	36	131	199	511	1,027	2,492				4,467
TexPool	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	22	22	27	36	131	199	511	1,027	2,492	0	0	0	4,467

Dickinson Independent School District
Investments by Pools
FOOD NUTRITION SERVICES FUND

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2012-13	1,841,100	1,661,395	1,661,644	1,661,913	1,662,139	1,662,327	1,662,544	1,662,744	1,662,935	1,663,111	2,163,318	2,163,483
2013-14	2,083,626	1,973,767	1,973,903	2,124,052	2,124,197	2,124,338	2,673,503	2,602,685	2,392,863	2,547,028	2,693,246	1,328,435
2014-15	746,337	771,382	551,429	551,474	951,551	951,628	1,251,753	1,386,905	1,187,050	1,187,191	1,187,349	1,137,323
2015-16	1,137,705	1,142,884	1,043,098	3,843,851	3,845,221	845,547	1,346,003	1,196,575	1,197,176	325,776	325,952	326,145
2016-17	276,331	401,525	51,631	51,669	451,840	227,086	330,426	527,854	528,340	928,970	929,901	805,797
2017-18	496,433	396,891	747,489	748,379	749,366	750,297	751,412	1,278,277	1,080,225	1,082,143	1,084,194	1,036,252
2018-19	963,099	965,016	966,941	969,000	971,162	973,126	975,286	1,577,952	1,381,060	1,383,906	1,386,745	1,389,434
2019-20	1,041,607	1,043,455	1,045,118	1,247,057	1,249,021	1,250,775	1,252,330	1,253,459	1,254,263	1,254,590	1,055,276	855,525
2020-21	555,661	205,712	105,732	105,744	105,756	605,794	605,848	605,890	605,930	605,960	605,992	606,018
2021-22	606,040	606,063	606,089	606,125	2,106,256	2,106,454	2,106,966	3,607,992	3,610,484	0	0	0

105

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2012-13	343	295	248	270	226	188	216	201	191	176	207	166	2,726
2013-14	143	141	136	149	145	141	165	183	177	173	210	133	1,896
2014-15	66	45	47	45	78	77	125	152	145	141	158	175	1,254
2015-16	182	180	213	753	1,370	325	457	571	601	483	177	193	5,504
2016-17	186	193	106	39	171	246	281	487	487	629	931	896	4,652
2017-18	635	458	598	891	987	930	1,115	1,865	1,948	1,917	2,051	2,058	15,453
2018-19	1,847	1,918	1,925	10,885	2,162	1,964	2,161	8,952	3,108	2,846	2,839	2,689	43,296
2019-20	2,172	1,848	1,663	1,939	1,964	1,754	5,273	1,129	804	607	406	248	19,807
2020-21	137	51	20	13	12	38	103	145	186	216	32	26	979
2021-22	22	22	27	36	131	199	511	1,027	2,492	0	0	0	4,467

Dickinson Independent School District
Investments by Government Pools
BOND FUND – 2021

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas Fit	90,102,507	89,956,233	89,538,966	89,021,958	88,953,225	81,107,922	79,506,746	77,285,578	74,527,123			
Texas TERM	0	0	0	0	0	0	0	0	0	0	0	0
Total	90,102,507	89,956,233	89,538,966	89,021,958	88,953,225	81,107,922	79,506,746	77,285,578	74,527,123	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas Fit	5,619	5,286	5,438	8,118	11,367	10,001	15,340	21,744	39,625				122,538
Texas TERM	0	0	0	0	0	0	0	0	0	0	0	0	0
Total	5,619	5,286	5,438	8,118	11,367	10,001	15,340	21,744	39,625	0	0	0	122,538

Dickinson Independent School District
Investments by Pools
BOND FUND – 2021

Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2020-21	0	0	0	0	0	0	93,693,004	93,326,786	93,127,831	92,727,567	91,768,236	90,888,288
2021-22	90,102,507	89,956,233	89,538,966	89,021,958	88,953,225	81,107,922	79,506,746	77,285,578	74,527,123	0	0	0

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2020-21	0	0	0	0	0	0	7,604	10,182	9,245	7,936	7,069	6,933	48,969
2021-22	5,619	5,286	5,438	8,118	11,367	10,001	15,340	21,744	39,625	0	0	0	122,538

* March 11, 2021 received \$94,200,000 from bond sale

Dickinson Independent School District
Investments by Government Pools
BOND FUND – 2016

Monthly Cash Balance By Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Texas TERM	66,950	66,951	66,952	0	0	0						
Total	66,950	66,951	66,952	0	0	0	0	0	0	0	0	0

Monthly Interest Earned by Government Pool													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
Texas TERM	2	1	1	0	0	0							4
Total	2	1	1	0	0	0	0	0	0	0	0	0	4

Dickinson Independent School District
Investments by Pools
BOND FUND – 2016

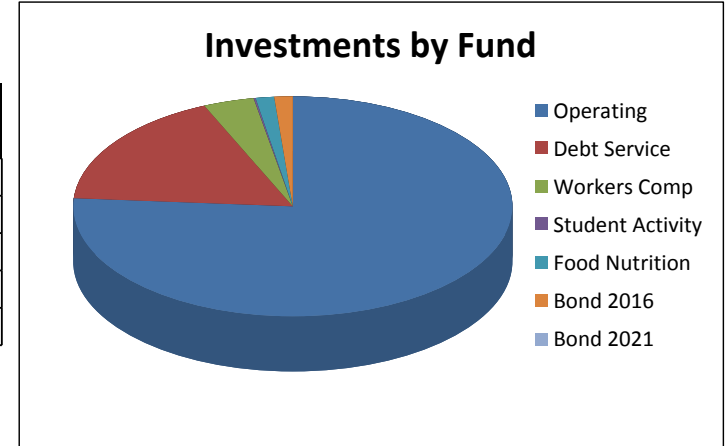
Cash Balance												
Years	September	October	November	December	January	February	March	April	May	June	July	August
2016-17	0	0	67,522,578	67,522,587	67,512,595	67,509,245	67,484,525	67,434,818	67,493,088	65,051,672	65,313,933	62,504,160
2017-18	58,917,863	54,550,766	54,437,999	48,013,391	44,261,894	41,238,430	41,248,139	35,082,261	29,429,471	26,309,518	25,287,776	22,465,123
2018-19	20,129,546	19,249,604	18,168,049	16,809,290	16,833,815	14,357,862	13,293,024	12,161,835	10,190,311	6,457,747	5,556,842	4,494,856
2019-20	4,494,856	4,145,211	4,133,433	4,078,568	3,363,119	3,359,014	3,019,438	2,684,254	2,693,009	1,450,129	1,042,072	851,451
2020-21	826,547	801,627	726,689	676,192	603,278	603,301	561,786	561,809	561,829	559,726	426,628	210,948
2021-22	66,950	66,951	66,952	0	0	0	0	0	0	0	0	0

Interest Earned													
Years	September	October	November	December	January	February	March	April	May	June	July	August	Total
2016-17	0	0	0	9	8	6,650	280	293	63,749	1,122	387,260	8,602	467,973
2017-18	4,938	21,660	2,234	71,006	45,568	33,026	38,104	288,040	29,982	21,194	38,941	34,892	629,585
2018-19	37,800	43,049	71,335	58,322	58,990	30,539	31,859	26,476	58,421	14,675	29,095	8,400	468,961
2019-20	4,137	11,881	3,223	134	14,646	5,894	1,316	641	8,754	288	190	119	51,223
2020-21	96	80	62	53	39	24	24	23	20	14	8	6	449
2021-22	2	1	1	0	0	0	0	0	0	0	0	0	4

* November 1, 2016 received \$70,000,000 from bond sale

Dickinson Independent School District
Investments by Fund/Cash Balance by Government Pools

Fiscal Year Investments By Fund for 5 Years							
Year	Operating	Debt Service	Workers Comp	Student Activity	Food Nutrition	Bond 2016	Bond 2021
2016-2017	\$43,780,279	\$10,504,567	\$1,766,092	\$86,630	\$805,797	\$62,504,160	\$0
2017-2018	\$47,798,402	\$12,031,994	\$1,573,672	\$87,899	\$1,036,252	\$22,465,123	\$0
2018-2019	\$53,705,255	\$10,814,880	\$1,612,105	\$89,942	\$1,389,434	\$4,494,856	\$0
2019-2020	\$47,867,920	\$10,820,839	\$2,347,303	\$90,912	\$855,525	\$851,451	\$0
2020-2021	\$45,907,822	\$12,027,546	\$2,354,493	\$90,967	\$606,018	\$210,948	\$90,888,288

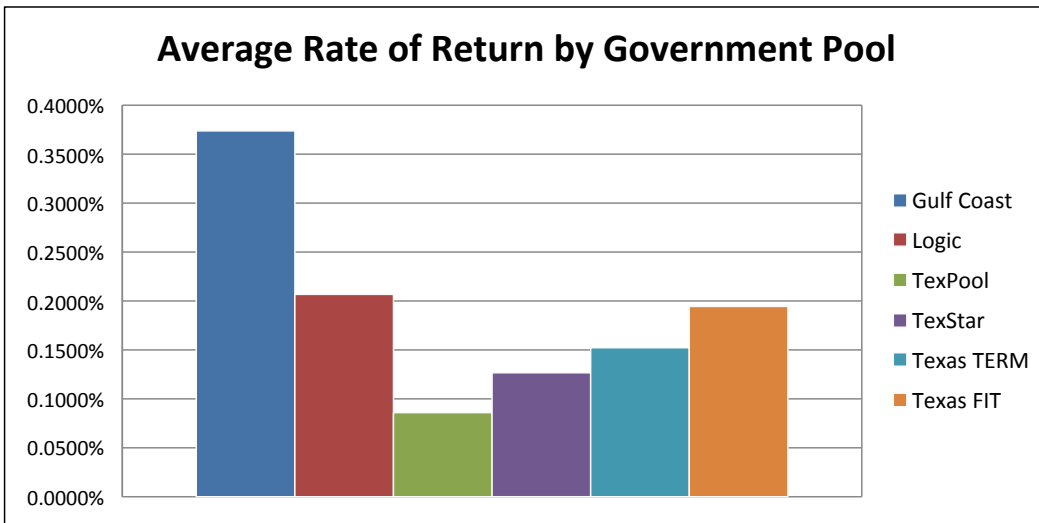


Monthly Cash Balance by Government Pool												
Pool	September	October	November	December	January	February	March	April	May	June	July	August
Logic	4,314,482	4,314,614	4,314,853	4,315,023	4,315,343	4,315,701	4,316,614	4,318,103	4,321,079	0	0	0
Texas Class	9,219,066	5,219,293	10,219,572	10,220,062	20,057,774	34,060,701	29,068,467	19,597,358	19,610,895	0	0	0
TexPool	16,057,478	16,069,014	16,071,429	16,071,449	16,081,903	16,085,009	16,088,815	16,096,691	16,096,899	0	0	0
TexStar	300,472	300,475	300,477	300,481	300,483	300,486	300,513	300,592	300,757	0	0	0
Texas TERM	38,243,776	33,251,781	33,254,688	33,187,745	33,191,505	33,195,620	33,197,665	33,197,665	33,202,692	0	0	0
Texas FIT	3,339,400	8,339,843	8,340,348	8,341,107	8,342,173	8,343,186	8,344,777	8,347,081	8,351,409	0	0	0
Total	71,474,674	67,495,020	72,501,367	64,094,760	73,947,008	87,957,517	82,972,074	73,510,409	73,532,322	0	0	0

Dickinson Independent School District
Interest Earned (Unaudited)/Investment Rate of Return
Fiscal Year 2021-2022

Earned Fiscal Year Interest - Government Pools		
Fund	Amount	Yield Rate
Operating Fund	\$94,030	Variable
Debt Service	\$17,262	Variable
Workers Compensation	\$1,369	Variable
Student Activity	\$101	Variable
Food & Nutrition Services	\$4,467	Variable
2016 Bonds	\$4	Variable
2021 Bonds	\$122,538	Variable
Total	\$239,771	Average 0.1946%

Average Monthly Rate of Return - Government Pools							
Month	Gulf Coast	Logic	TexPool	TexStar	Texas Class	Texas TERM	Texas FIT
September	0.0890%	0.0364%	0.0279%	0.0100%	0.0443%	0.0200%	0.0600%
October	0.0890%	0.0359%	0.0354%	0.0100%	0.0435%	0.0200%	0.0500%
November	0.0890%	0.0391%	0.0381%	0.0102%	0.0539%	0.0200%	0.0300%
December	0.0890%	0.0737%	0.0376%	0.0139%	0.0692%	0.0200%	0.1100%
January	0.0940%	0.0875%	0.0376%	0.0100%	0.0965%	0.0200%	0.1500%
February	0.0940%	0.1080%	0.0632%	0.0104%	0.1229%	0.1500%	0.1600%
March	0.9400%	0.2493%	0.1536%	0.1070%	0.2857%	0.1400%	0.2300%
April	0.9400%	0.4195%	0.1800%	0.3225%	0.4720%	0.3000%	0.3400%
May	0.9400%	0.8113%	0.2000%	0.6459%	0.8130%	0.6800%	0.6200%
June							
July							
August							
Average	0.3738%	0.2067%	0.0859%	0.1267%	0.2223%	0.1522%	0.1944%



**DICKINSON INDEPENDENT SCHOOL DISTRICT
BOARD AGENDA DOCUMENT**

Meeting Date: July 18, 2022

Item Title: Consent Agenda Items

Agenda Item: Carla Voelkel, Superintendent

Background Information:

The following items have been approved by review of the Board:

- Budget Amendments/Adjustments for June 2, 15, 22, 29, and July 13, 2022
- Approval of Proposals Received-Contracted Services 21-09-1145
- New Hires Week of June 6, 2022
- New Hires Week of June 13, 2022
- June 6, 2022 Minutes
- June 13, 2022 Minutes
- New Hires Week of June 20, 2022
- Campus Fundraising Requests 2022-2023
- New Hires Week of June 27, 2022
- Approval of Proposals Received-Contracted Services 21-09-1145
- Approval of Proposals Received-AV Supplies, Equipment and Service 22-06-1151
- Approval of Proposals Received-Campus Fundraising and Special Events 22-06-1152
- Campus Fundraising Requests-KJHS Dance, JSES
- Out of State Travel-Kimberly Rich, Exec. Dir. Human Resources
- Out of State Travel-Christina Cavness, DHS Teacher
- Out of State Travel-DHS Band

Recommendation:

The Superintendent recommends the Board's ratification of the above consent items.

Action Item: **Yes** **No**