



Little Elm ISD

Regular Meeting

Monday, May 21, 2018 6:30 PM

Agenda of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD will be held May 21, 2018, beginning at 6:30 PM in the Zellars Center for Learning and Leadership.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

1. Call to Order Open Session in the Board Room at Zellars Center for Learning and Leadership on 300 Lobo Lane, Little Elm, Texas 75068.
2. Pledge of Allegiance
3. Introduction and Roll Call
4. Administration of Oath of Office to Elected Trustees
Presenter: Sonia F. Badillo
5. Approval of Minutes
 - A. Discuss and approve the Regular Board Meeting Minutes - 4-16-2018 6
Presenter: Sonia F. Badillo
 - B. Discuss and approve the Special Board Meeting Minutes - 4-23-2018 10
Presenter: Sonia F. Badillo
6. Superintendent Spotlight
 - A. Little Elm High School Students of the Month
Presenter: Renee Pentecost
 - B. Recognition - Aspiring Leaders Institute I, II, and III Graduates
Presenter: Ross Roberts
7. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
8. Reports of the Superintendent
 - A. Accelerate - Student Leadership Program 12
Presenter: Ross Roberts
 - B. Strategic Plan Update 13
Presenter: Dr. Cyndy Mika
9. The Board will recess into Closed Meeting in Superintendent's office as permitted by the Texas Open Meetings Act Code Subchapter 551.072 and 551.074. The Board and Superintendent will discuss:
 - A. Personnel

B. Land

10. Action Items

- A. Discuss and approve the Amendments to the ILA's (Inter-Local Agreements) with The Town of Little Elm and the Colony - SRO Programs. In addition and ILA with The City of Oak Point 41
Presenter: Ross Roberts
- B. Discuss and approve the Board Policy GKB (Local) - Update and CW (Local) 77
Presenter: Ross Roberts
- C. Discuss and approve the Financial Reports 87
Presenter: Grant Anderson
- D. Discuss and approve the Little Elm ISD Expenditures over \$50,000 Summary Report 121
Presenter: Grant Anderson
- E. Discuss and approve the Renewing ESC Region XI Interlocal Agreement Resolution for Benefits Cooperative 123
Presenter: Grant Anderson
- F. Discuss and approve the Increase to Little Elm ISD Employment Health Care Contribution 126
Presenter: Grant Anderson
- G. Discuss and approve the Transportation Agreement with Student Transportation of America, Inc. DBA Goldstar Transit Inc. and the Little Elm Independent School District 129
Presenter: Rod Reeves
- H. Discuss and approve the Job Order Contract Renewal 150
Presenter: Rick Martin
- I. Discuss and approve the Construction Manager Assignment for New Lowell H. Strike Middle School, Org# 044 194
Presenter: Rick Martin
- J. Discuss and approve the Construction Manager Assignment for New Jerry R. Walker Middle School, Org# 043 196
Presenter: Rick Martin
- K. Discuss and approve the Job Order Contract and Project Budget for Security Vestibule at Chavez Elementary School 198
Presenter: Rick Martin
- L. Discuss and approve the Job Order Contract and Project Budget for Security Vestibule at Brent Elementary School 208
Presenter: Rick Martin

11. Consent Agenda

- A. Discuss and approve the Gifts and Donations 219
Presenter: Grant Anderson

12. Board President Comments

Presenter: Melissa Myers

A. Workshop

B. Joint Town Council and Board Meeting

13. Board Comments

14. Superintendent Comments

If, during the course of the meeting, the Board of Trustees should determine that a closed meeting should be conducted, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The meeting 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 sections and purposes:

Texas Government Code Section:

551.071	Private consultation with the Board's attorney.
551.072	Discussing purchase, exchange, lease, or value of real property.
551.073	Discussing negotiated contracts for prospective gifts or donations.
551.074	Discussing personnel or to hear complaints against personnel.
551.075	To confer with employees of the school district to receive information or to ask questions.
551.076	Considering the deployment, specific occasions, for or implementation of security personnel or devices.
551.082	Considering discipline of a public school child, or complaint or charge against personnel.
551.0821	Considering personally identifiable information about public school student.
551.083	Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employees groups,
551.084	Excluding witnesses from a hearing.

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting, or
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

Superintendent

Original copy of this agenda was posted on the bulletin board at the Little Elm ISD Administration Building 72 hours prior to the scheduled meeting.

Sonia Badillo

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 5-21-2018	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	REGULAR BOARD MEETING MINUTES - April 16, 2018.				
Presenter or Contact Person:	Sonia F. Badillo, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Board Meeting Minutes for April 16, 2018.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Regular Board Meeting Minutes for April 16, 2018.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for April 16, 2018.				

Minutes of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD was held Monday, April 16, 2018, beginning at 6:30 PM in the Zellars Center for Learning and Leadership.

PRESENT: Board Vice President David Montemayor, Board Secretary Jason Olson, Trustee LeAnna Harding, Trustee Dan Blackwood, Trustee DeLeon English, Trustee Alejandro Flores and Superintendent Daniel Gallagher.

ABSENT: Board President Melissa Myers.

1. Call to Order Open Session in the Board Room at Zellars Center for Learning and Leadership on 300 Lobo Lane, Little Elm, Texas 75068. Vice President David Montemayor opened the meeting to order at 6:30 pm.
2. Pledge of Allegiance
The Board led those in attendance to The Pledges of the United States Flag and The Texas Flag.
3. Invocation
Bob Allen from Gideon offered the Invocation.
4. Introduction and Roll Call
Ms. Sonia F. Badillo took roll call.
5. Approval of Minutes
 - A. Discuss and approve the Regular Board Meeting Minutes - 3-26-2018
Trustee Jason Olson made the first motion to approve the Regular Board Meeting Minutes as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (6-0).
6. Superintendent Spotlight
 - A. Lakeside Middle School Spotlight
Principal Clint Miller introduced Ms. Kyla Heffernan and Ms. Cathy Hull to the Board.
Ms. Kyla Heffernan and Ms. Cathy Hull had students from Lakeside Middle School present about the Robotics Club, the Engineering Club, CTE Class, Career Projects and Little Elm Coin.
 - B. Little Elm High School Students of the Month
Ms. Renee Pentecost presented the Little Elm High School Students of the Month to the Board. The students of the month are Shane Certain and Ashley Wilson.
7. Citizen Input

Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
There was no citizen input.

8. Reports of the Superintendent

A. District Performance Update

Dr. Cyndy Mika shared a presentation with the Board about where Little Elm ISD compares to other Districts on enrollment, finance, staffing, teacher turn over, ACT – SAT performances and AP results. The Districts Dr. Mika compared LEISD to were Brenham ISD, Crosby ISD, Huntsville ISD and White Settlement ISD.

B. Update on the Sale of Bonds - Derek Honea, RBC Capital Markets

Mr. Grant Anderson and Mr. Derek Honea gave the Board an update on the Sale of Bonds.

9. The Board recessed into Closed Meeting in Superintendent's office at 7:33 pm as permitted by the Texas Open Meetings Act Code Subchapter 551.072 and 551.074. The Board and Superintendent discussed:

A. Personnel

B. Land

The Board reconvened at 8:44 pm.

10. Action Items

A. Discuss and approve the Financial Reports

Mr. Grant Anderson shared with the Board the Financial Reports. The presentation included the following:

- Notes to financials and current activity
- Fund Balance (Long-term financial) Analysis
- General Fund and Budget Recap
- General Fund Budget to Actual Summary
- General Fund – Cash Flow
- Capital Projects
- Financials in Board Packet

Board Secretary Jason Olson made the first motion to approve the Financials Reports as submitted. Trustee LeAnna Harding seconded the motion. The motion passed (6-0).

B. Discuss and approve the Little Elm ISD Expenditures over \$50,000 Summary Report

Mr. Grant Anderson and Mr. Clay Walker briefed the Board about the LEISD Expenditures over \$50,000.

Trustee Dan Blackwood made the first motion to approve the Little Elm ISD Expenditures over \$50,00 Summary Report as submitted. Board Secretary Jason Olson seconded the motion. The motion passed (6-0).

DB JO (6-0)

C. Discuss and approve the Construction Manager RFQ Results, Ranking and Recommendation

Mr. Rick Martin shared with the Board the Construction Manager RFQ Results, Ranking and Recommendation. He presented the results and the recommended Construction Manager is Balfour Beatty.

Board Secretary Jason Olson made the first motion to approve the Construction Manager RFQ Results, Ranking and Recommendation as submitted. Trustee Alejandro Flores seconded the motion. The motion passed (6-0).

11. Consent Agenda

A. Discuss and approve the Personnel Memo

B. Discuss and approve the Updated Goals and Strategies to The Destination 2020 Strategic Plan

C. Discuss and approve the Gifts and Donations

Board Secretary Jason Olson made the first motion to approve the Consent Agenda as submitted. Trustee LeAnna Harding seconded the motion. The motion passed (6-0).

12. Other

A. 2018/2019 Student Handbook

Ms. Cleota Epps shared with the Board the 2018/2019 Student Handbook for elementary and secondary combined.

13. Board President Comments

There were no Board President Comments

14. Board Comments

Trustee DeLeon English requested information on the Education Foundation.

Trustee Dan Blackwood thanked the staff for all the hard work.

Vice President David Montemayor thanked the staff for what they do.

15. Superintendent Comments

Mr. Daniel Gallagher commented on the following:

- Thanks to Board
- Thanks to Executive Team
- Thanks to Principals
- 3rd Annual Art Show

16. Adjournment

Trustee LeAnna Harding made the first motion to adjourned the meeting. Trustee Alejandro Flores seconded the motion. The motion passed (6-0).

The meeting adjourned at 9:02 pm.

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 5-21-2018	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	SPECIAL BOARD MEETING MINUTES - April 23, 2018.				
Presenter or Contact Person:	Sonia F. Badillo, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Board Meeting Minutes for April 23, 2018.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Special Board Meeting Minutes for April 23, 2018.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for April 23, 2018.				

Minutes of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD was held Monday, April 23, 2018, beginning at 6:00 PM in the Zellars Center for Learning and Leadership.

PRESENT: President Melissa Myers, Board Vice President David Montemayor, Board Secretary Jason Olson, Trustee Dan Blackwood, Trustee LeAnna Harding, Trustee DeLeon English, Trustee Alejandro Flores, and Superintendent Daniel Gallagher.

1. Call to Order Open Session in PL1 at Zellars Center for Learning and Leadership on 300 Lobo Lane, Little Elm, TX, 75068. Board President Melissa Myers called the meeting to order at 6:04 pm.
2. Roll Call
Ms. Sonia F. Badillo took roll call.
3. Discuss and consider taking action on the naming of the two new Middle Schools and the Transportation Facility
Superintendent Daniel Gallagher shared with the Board the survey results in regards to the naming of the two new Middle Schools and the Transportation Facility. Trustee LeAnna Harding made the first motion to discuss the surveys and possibly name the buildings. Board Secretary Jason Olson seconded the motion. The motion passed (7-0).
After discussing and considering the survey results, the Board decided on the following:
Trustee LeAnna Harding made the first motion and Trustee Dan Blackwood seconded the motion to name the buildings as follows:
Transportation Facility – Little Elm ISD Transportation Facility (7-0)
Middle School on El Dorado Location – Jerry R. Walker Middle School (5-2)
Trustees Olson and Blackwood voted against this decision.
Middle School on Lebanon Location – Lowell H. Strike Middle School (5-2)
Trustees Olson and Blackwood voted against this decision.
4. Adjournment
Board Secretary Jason Olson made the first motion to adjourn the meeting. Trustee Dan Blackwood seconded the motion. The motion passed (7-0).
The meeting adjourned at 7:24 pm.

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 5-21-2018	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	ACCELERATE - STUDENT LEADERSHIP PROGRAM				
Presenter or Contact Person:	Ross Roberts, Deputy Superintendent				
Policy/Code:	N/A				
Summary:	Little Elm High School juniors and senior students will be selected to be a part of the leadership team at the district's support center. The students will collaborate and create with district leaders, design new resources to solve problems, and help lead our district to a brighter future. AccLErate - Giving student voice a place at Little Elm ISD.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	Item is for informational purposes only. No motion is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 04-21-2018	Reports of the Superintendent <input checked="" type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	STRATEGIC PLAN UPDATE				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for School Improvement and Accountability				
Policy/Code:	N/A				
Summary:	This report is an update on the LEISD Strategic Plan: Destination 2020				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Strategic Plan Update				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				



Teaching & Learning	IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started					
Goal 1: LEISD will engage each student in rigorous relevant learning experiences.						
Strategy 1: We will provide specific and purposeful learning and calibration on rigor, relevance, and learner engagement that drives instruction and extends learning for each student.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 We will provide professional learning for all staff on how to use specific high yield instructional strategies to deliver rigorous, relevant, and engaging classroom instruction.	X	C	C			Director for Professional Learning& Advanced Academics; Educational Services Department
Action Step 1 Campus administrators will be surveyed to determine current instructional practices that promote rigor, relevance, and learner engagement.	X	C	C			Executive Director for Educational Services; Director for Curriculum and Learning
Action Step 2 Educational Services (C&I) team members will compile record of researched based instructional strategies with high effect size.	IP	IP	O			Executive Director for Educational Services; Director for Curriculum and Learning
Action Step 3 C&I leadership will combine campus administrator survey data with district compiled record to create a short list of high yeild instructional strategies that will lead to increased rigor, relevance, learner engagement, and student academic growth.	IP	IP	O			Director for Curriculum and Learning
Action Step 4 Campus leadership and C&I leadership will be trained on designated high yeild instructional strategies that lead to rigor, relevance, learner engagement, and student growth.	X	IP	IP			Director for Professional Learning and Advanced Academics, Director for Curriculum and Learning, Executive Director for Educational Services

Teaching & Learning						IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started
Action Step 5 Teacher cohorts will receive in depth professional learning on designated high yield instructional strategies that lead to rigor, relevance, learner engagement, and student growth.	X	O	O			Director for Professional Learning and Advanced Academics
Action Plan 2 We will provide rigorous and relevant instruction in all classrooms.	O	O	O			Campus Leadership & Educational Services Leadership
Action Step 1 Learning for Leaders will focus on campus led CIR process, continued calibration, and ongoing professional learning for administrators.	X	IP	C			Executive Director for Educational Services
Action Plan 3 We will provide ongoing professional learning that allows teachers opportunities to practice and apply new content and skills in order to plan for, and reflect upon, student learning.	IP	X	X			Director for Professional Learning and Advanced Academics, Director for Curriculum and Learning, Executive Director for Educational Services
Action Step 1 -We will provide training for the implementation and support rigorous and engaging instruction at the campus level, such as Rigor/Relevance Framework.	IP	C	C			Director for Professional Learning and Advanced Academics, Director for Curriculum and Learning, Executive Director for Educational Services
Action Plan 4 We will determine area(s) of instructional need and provide professional learning based on various student performance indicators.	O	O	O			Director for Professional Learning and Advanced Academics, Director for Curriculum and Learning
Action Step 1 - We will collaborate to identify targeted areas of focus and develop specific job embedded opportunities for teachers on each campus to grow.	X	O	O			Director for Professional Learning and Advanced Academics, Director for Curriculum and Learning, Executive Director for Educational Services

Teaching & Learning	IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started					
Action Step 2- District and campus leadership are trained to implement and support the targeted areas of focus at the campus level.	IP	O	O			Deputy Superintendent, Director for Professional Learning and Advanced Academics, Director for Curriculum and Learning, Executive Director for Educational Services
Action Step 3 -We will provide support and resources throughout the year to facilitate proper implementation of the targeted areas.	O	O	O			Educational Services Team
Action Step 4 -We will evaluate student and teacher performance indicators to determine the effectiveness of the action plan.	IP	IP	O			Director for Professional Learning and Advanced Academics, Director for Curriculum and Learning, Executive Director for Educational Services
Strategy 2:We will systematically evaluate and assess learning programs against internal and external benchmarks to ensure each student's success.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1:We will evaluate cornerstone instructional models to determine effectiveness.	X	IP	IP			Executive Director for Educational Services, Director for Professional Learning and Advanced Academics
Action Step 1 - We will develop an auditing system that rotates on a 3 year cycle.	IP	X	IP			Executive Director for Educational Services
Action Step 2 We will provide specific benchmark targets through PLCs and the Commitment to Excellence process	IP	X	IP			Campus Leadership
Action Plan 2 We will evaluate learning programs to determine effectiveness.	IP	O	O			Executive Director for Educational Services
Action Step 1 -We will develop an evaluation rubric and system for evaluating learning programs.	IP	X	X			Executive Director for Educational Services

Teaching & Learning						IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started
Action Step 2-We will ensure training is provided for all learning.	IP	X	IP			Executive Director for Educational Services, Director for Professional Learning and Advanced Academics
Action Plan 3 We will define cornerstone district initiatives and provide guidelines for implementation and support.	X	IP	IP			Director for Professional Learning and Advanced Academics
Action Step 1 We will articulate and communicate program descriptions and instructional models.	IP	O	O			Director for Curriculum and Learning
Action Step 2 We will ensure that cornerstone instructional models and learning programs are implemented with fidelity using an Articulated Implementation Structure.	X	X	O			Executive Director for Educational Services, Director for Professional Learning and Advanced Academics
Strategy 3:We will continually audit and evaluate the curriculum to ensure vertical and horizontal alignment PK-12 to ensure each student's success.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 We will evaluate the vertical and horizontal alignment of content specific curriculum.	IP	IP	O			Director for Curriculum and Learning
Action Step 1 We will vertically align standards during curriculum revision by unpacking standards as well as spiraling TEKS that progress in rigor.	IP	IP	O			Director for Curriculum and Learning
Action Step 2 We will revise curriculum, as well as develop assessments, during curriculum revisions with teacher collaboration using Understanding by Design (UbD).	X	IP	O			Director for Curriculum and Learning
Action Step 3-We will collaborate with teachers during content Cadres to address curriculum mapping, assessments, and the scope and sequence.	O	O	O			Director for Curriculum and Learning

Teaching & Learning

IP In Progress (Standard not fully developed)
 O Ongoing (Standard developed, ongoing maintenance)
 C Completed
 X Not Started

Action Plan 2 We will create a District assessment plan.	IP	IP	C			Assistant Superintendent for School Improvement and Accountability; Educational Services
Action Step 1 We will create assessments to evaluate the reliability and validity of the curriculum	X	IP	C			Director for Curriculum and Learning
Action Step 2 We will support campuses in the creation of common formative assessments.	X	IP	IP			Assistant Superintendent for School Improvement and Accountability; Educational Services

Communications and Community Partnerships		IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started				
GOAL #1 LEISD will effectively communicate with all stakeholders.						
STRATEGY 1: We will Develop and implement practices for communicating targeted messaging with all appropriate populations.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 We will establish guidelines for the use of different communication tools.						
Action Step 1 - District communicators and campus principals will communicate in both Spanish and English Language using Blackboard Mass Notification system, printed flyers, and Peachjar for general and emergency situations.	X	X	O			Jones
Action Step 2 - Campus communicators will provide printed and up-to-date materials such as brochures, flyers, and weekly announcements at information centers in the lobby of all campuses to reach populations who might not have Internet access.			O			Tipton/ Jones
Action Step 3 - Campuses communicate “a week at a glance” at least once a week using a communication tool or resource.	X		O			Bain/ Campus Webmasters
Action Step 4 - We will have the highest ADA compliance for accessibility on our website						Bain/ Campus Webmasters
Action Plan 2 We will provide regular and effective external communication to target the LEISD community.						
Action Step 1 - We will engage staff and students in a community project to build bulletin boards for communities lacking Internet and phone services.	X	X	X			All Dept with Interns
Action Step 2- We will provide materials to realtors, and Little Elm, Frisco, The Colony, Plano, Dallas and Denton Chamber of Commerce s to reach potential new residents and promote our campaign of why Little Elm ISD is the Destination District.	X		O			All Dept
Action Step 3 - District and campus webmasters will keep campus web calendars up-to-date with all events and drive those events to the district calendar.	X	O	O			Bain

Communications and Community Partnerships		IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started				
Action Plan 1 We will develop communication policies and guidelines for staff, teachers and board members.						
Action Step 1 - Communications Department will develop a consistent process for distributing information to natural spokespeople regarding events, issues, good news stories.	X	X	O			All Dept
Action Step 2 - Communications Department will develop and distribute “talking points” to natural spokespeople regarding events, issues, good news stories.	X	X	O			Tipton / Jones
Action Plan 2 We will implement and utilize two way communication with stakeholders.						
Action Step1 - Communications Department will develop a “How to Stay Connected to Little Elm” awareness campaign to improve the understanding and utilization of District two-way.	X		O			Jones/ Bain
Action Step 2 - Communications Department will implement “Lobos Listen” and Anonymous Alerts to provide stakeholders an opportunity to communicate directly with the District.	X		O			Tipton/ Jones
Action Step 3 - Communication to be transparent with all stakeholders.	X		O			
GOAL #2 LEISD will proactively build mutually beneficial relationships with community partners that will stimulate opportunities for enrichment.						
STRATEGY 1: We will enhance and expand existing relationships and partnerships opportunities.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 We will evaluate current partnerships for mutually beneficial value.						
Action Step 1 - Communications Department will identify the types of relationships and partnerships we currently have.	X	X	O			Tipton

Communications and Community Partnerships		IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started				
STRATEGY 3: We will establish funding sources for enhanced educational programming.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 We will facilitate the establishment of a Little Elm ISD Education Foundation.						
Action Step 1 - We will effectively promote awareness of a Little Elm ISD Education Foundation and LEISD activities.	X	X	O			Tipton
Action Step 2 - We will engage stakeholders (students, parents, alumni, businesses, and the community at large) to strengthen and diversify advocacy and programs.		X	O			Tipton
Action Plan 2 We will promote scholarship and grant opportunities within LEISD for teachers and students.						
Action Step 1 - We will identify and evaluate the types of funding sources that support teachers and students in LEISD.	X	X	O			Tipton
Action Step 2 - We will actively pursue teacher grants and student scholarships for resources and support.	X	X	O			Tipton
Action Step 3 - We will create more sponsorship opportunities for area businesses and donors to contribute to teacher and student scholarships.	X	X	O			Tipton

Career & Technical Education		IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started				
Goal 1: LEISD will offer a broad range of relevant pathways, enhance life experiences, and career opportunities.						
Strategy 1: We will actively recruit students at all levels for enrollment in CTE programs.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 We will provide information for students and parents to understand what CTE programs are offered in LEISD.						
Action Step 1 - We will host 8th grade student meetings before Chart Your Course to promote the event and prepare Middle School students for endorsements & pathway discussions		O	O			Coodinator for CTE and Elective Programming
Action Step 2 - We will participate in Career Week activities at both the elementary and middle school levels		O	O			Coodinator for CTE and Elective Programming
Action Step 3 We will provide printed materials to parents and students during events such as Back to School Night, Chart Your Course, etc.		O	O			Coodinator for CTE and Elective Programming
Action Plan 2 We will provide training and opportunities for campus level personnel to fully communicate with parents and students about the benefits, requirements, and course details of all CTE programs.						
Action Step 1 - We will provide yearly course guide training for MS & HS counselors before CYC and pathway planning meetings.		O	O			Coodinator for CTE and Elective Programming
Action Step 2 - We will share student work and demonstrate the knowledge and skills learned in CTE courses at the annual Chart Your Course.		O	O			Coodinator for CTE and Elective Programming
Strategy 2: We will hire and retain instructors with experience in and a passion for the career field related to the pathway they teach.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
ACTION Plan 1 The district will pursue community partnerships to create awareness within local career fields for teaching opportunities in CTE courses.						

Career & Technical Education		IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started				
Action Step 1 - We will collaborate with the Executive Director for Marketing & Community Partnerships & the Director for Communications Services to identify potential sources of future employees from industry partners.		O	O			Coodinator for CTE and Elective Programming
Action Plan 2: The district will provide job embedded supports to retain and build capacity of CTE teachers.						
Action Step 1 - We will provide opportunities for CTE teachers to participate in regular PLCs with other CTE teachers and seek out opportunities for CTE teachers to work collaboratively with CTE teachers in peer districts.		O	O			Coodinator for CTE and Elective Programming
Action Step 2 - We will provide opportunities for collaboration and cross content observations.		X	X			Coodinator for CTE and Elective Programming
Action Step 3 - We will seek out Professional Learning opportunities for CTE teachers to ensure they have the latest curricular knowledge in their area.		O	O			Coodinator for CTE and Elective Programming
Strategy 3: We will systematically evaluate current and future job markets and continuously update relevant pathways to meet the needs of every student.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1-The district will Identify new CTE pathways to provide greater opportunities for students.						
Action Step 1 -We will use multiple data sources (Texas Workforce Commission, Colleges, InterLink, Human Resource Departments) to evaluate and predict future job markets and training fields for CTE students.		O	O			Coodinator for CTE and Elective Programming
Action Plan 2 -The district will evaluate CTE programs for effectiveness.						

Career & Technical Education						IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started
Action Step 1 - We will use individual CTE Advisory Committees to evaluate CTE programs based on enrollment, student needs, and current Texas Workforce Commission and other projection data.		O	O			Coordinator for CTE and Elective Programming
Action Step 2 - We will conduct an end-of-the-year survey for every CTE course to evaluate the CTE Program as part of the coherent sequence.		O	O			Coordinator for CTE and Elective Programming
Strategy 4 We will develop, maintain, and evaluate mutually-beneficial partnerships with local and surrounding area industries and institutions of higher education..	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 We will promote, advertise and raise awareness about the CTE programs both within LEISD, and in the post-secondary arena to create new partnerships and maintain current ones.						
Action Step 1 - We will hold a student led employment fair for students to find employment with local businesses.	X	O	O			Coordinator for CTE and Elective Programming
Action Step 2 - We will use several social media platforms including Facebook, Twitter, and YouTube to promote our programs and student success to our community.	X	O	O			Coordinator for CTE and Elective Programming
Action Step 3 - We will work with college and career preparation organizations during the college fair and career fairs on various campuses to raise awareness with students related to the post-secondary options that are available.		X	X			Coordinator for CTE and Elective Programming
Action Step 4- We will actively pursue industry partnerships to promote internships and practicum opportunities.		O	O			Coordinator for CTE and Elective Programming
Action Plan 2 We will evaluate partnerships between CTE programs, industry, and institutions of higher education.						
Action Step 1 - We will collaborate with the Director for Advanced Academics to evaluate the current partnerships with post-secondary education institutions and will assist in the facilitation of additional options for students.		O	O			Coordinator for CTE and Elective Programming

Career & Technical Education		IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started				
Strategy 5 We will equip our CTE instructors with the required tools and adequate facilities necessary to facilitate high quality learning in their unique pathway.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 The district will conduct a yearly needs assessment and inventory of all CTE programs.						
Action Step 1 - We will ensure local and federal budgets will be tied directly to CTE programs.		O	O			Coodinator for CTE and Elective Programming
Action Step 2 - We will spend 50% of the local and federal budgets with a supply code by January 1st.		O	O			Coodinator for CTE and Elective Programming
Action Step 3 - We will spend 75% of the local and federal budgets with a supply code by March 1st.		O	O			Coodinator for CTE and Elective Programming
Action Plan 2 The district will develop a CTE facilities plan that supports current and future career pathways.						
Action Step 1 - We will analyze industry related facility requirements and propose ideas for meeting the needs of students.		O	O			Coodinator for CTE and Elective Programming
Action Step 2 - We will work collaborativley with stakeholders to create a plan for future growth, development, and program creation.		O	O			Coodinator for CTE and Elective Programming
GOAL 2: LEISD will equip students with the skills necessary to be competitive in the current and future job markets.						
Strategy 1: We will integrate, evaluate, and provide feedback on employability skills in all aspects of CTE.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
ACTION Plan 1 The district will identify employability skills that are essential to all CTE classrooms and programs.						
Action Step 1 - We will collaborate with CTE Teachers in PLC to identify essential employability skills and develop program-wide rubrics to measure student progress and development in these areas.		O	O			Coodinator for CTE and Elective Programming

Career & Technical Education		IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started				
ACTION Plan 2 The district will research and develop criteria to evaluate students' employability skills.						
Action Step 1 - We will use the collaborative assessment rubrics developed for employability skills to ensure growth and progression of each of these skills in the classroom setting.		O	O			Coodinator for CTE and Elective Programming
Action Step 2 - We will incorporate lessons and activities into classroom instruction to expose students to meaningful and relevant employability skills.		O	O			Coodinator for CTE and Elective Programming
Action Step 3 - We will provide employability skills resources for staff through professional learning.		O	O			Coodinator for CTE and Elective Programming
Action Step 4 - We will provide oral and written feedback to students about their progression with the employability skills rubrics and areas that core teachers are focusing on for improvement.		O	O			Coodinator for CTE and Elective Programming

Recruitment, Retention, & Engagement		IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started				
Goal 1: LEISD will commit to engage in recruitment and retention practices, which will ensure each employee is well matched to expectations of their role and the District's Core Values.						
Strategy 1: We will continually research and apply best practices to maintain a competitive edge.		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
Action Plan 1 We will implement research based systems designed to attract and retain employees by investigating hiring practices in comparable districts.						Assigned To
Action Step 1 - We will contact a minimum of five districts to identify and compare models related to best practices in selection of candidates, interviews, onboarding, and exit strategies.		X	C	C	O	Epps, Lokken, Muhammad, Walker
Action Step 2 - We will work collaboratively to develop a standard, consistent practice to implement in LEISD.		X	C	C	O	Epps, Lokken, Muhammad, Walker
Action Plan 2 We will provide specific training to district and campus leaders in models of effective recruitment, retention, and engagement practices.						Epps
Action Step 1 - We will educate employees in the District's core values, expectations, goals and best practices at point of hire.		X	C	O	O	Epps, Lokken, Muhammad, Walker
Action Step 2 - District and campus leaders in conjunction with HRS will actively participate in intentionally marketing Little Elm ISD.		IP	C	O	O	Epps, Lokken, Muhammad, Walker
Action Step 3 - We will work alongside campus administrators to develop relationships which promote professional growth with all employees through regular campus visits.		IP	IP	O	O	Epps, Lokken, Muhammad, Walker
Strategy 2: We will utilize best practices to meet the needs of our students through staffing.		2015-2016	2016-2017	2017-2018	2018-2019	2019-2020
						Assigned To
Action Plan 1 We will develop and provide a district wide plan that strategically and clearly defines staffing needs.						Epps
Action Steps 1 - We will provide opportunities for professional collaboration and site visits within comparable districts to research staffing strategies.		X	IP	C	O	Epps, Lokken, Muhammad, Walker

Action Step 2 - We will engage in specific professional development activities to target best practices in staffing assessment.	X	C	O	O		Epps, Lokken, Muhammad, Walker
Action Step 3 - We will utilize demographic services to assist in projecting district growth for the purpose of accurately assessing staffing needs.	IP	C	O	O		Epps
Action Step 4 - We will provide opportunities for campus administration to collaborate and contribute to staffing needs assessment data.	IP	C	O	O		Epps
Strategy 3: We will create and implement with fidelity standard operating procedures for recruitment and onboarding of new employees.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 We will develop and implement a streamlined, electronic, new employee onboarding system.						
Action Step 1 - We will contact vendors to obtain information and evaluate various HR Software to ensure the best match for LEISD needs.	IP	C	C	IP		Epps, Walker
Action Step 2 - We will train district employees to ensure comprehension and utilization of district HR software systems.	X	C	O	IP		Epps, Lokken, Muhammad, Walker
Action Step 3 - We will work collaboratively with the payroll department to ensure a streamlined workflow process is in effect.	X	C	C	IP		Epps, Walker
Action Step 4 - We will seek out feedback from new employees as to their onboarding experience.	IP	O	O	O		Walker
Action Plan 2 We will develop a targeted marketing campaign to recruit quality employees.						Epps
Action Step 1 - We will select job fair participation utilizing data: survey of new hire employee's job fair attendance history, overall job fair attendance numbers, targeting of specialty/certification sought, and current employee's alma mater.	X	IP	O	O		Epps, Walker
Action Step 2 - We will update recruiting materials to promote our mission and core values - Engage, Equip, and Empower	X	C	C	O		Epps, Walker
Action Step 3 - We will intentionally build relationships with local universities by connecting with the coordinators for student teaching programs, increasing student teacher placement in our district, and participating in university activities for students seeking degrees in education.	IP	IP	O	O		Epps Muhammad
Action Plan 3 We will maintain and improve the District's teacher mentor program.						Epps, Muhammad

Action Step 1 - We will ensure appropriate training to support the mentor program is provided to advisors, mentors, and teachers with zero – three years of experience.	IP	IP	C / O	O		Epps, Muhammad
Action Step 2 - We will work collaboratively with district personnel to promote and sustain the mentor program.	IP	C	C	O		Epps, Muhammad
Action Plan 4 We will ensure fair and equitable practices in compensation and benefits to ensure LEISD is competitive in the job market.						Epps
Action Step 1 - We will compile a yearly comparison of school district employee salaries and benefit contributions in the north metro.	X	C	O	O		Epps, Lokken
Action Step 2 - We will recommend salary and benefits adjustments based on our findings.	X	C	O	O		Epps, Lokken
Action Step 3 - We will seek out compensation training to ensure awareness of current trends in education and continued legal compliance.	X	C	O	O		Epps, Lokken
Strategy 1: We will seek to identify and promote employee recognition.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To
Action Plan 1 We will administer the district's yearly recognition programs.						Epps
Action Step 1 - We will facilitate the nomination and selection of campus employees by their peers through the creation of online campus-specific selection forms.	IP	O	O	O		Epps, Muhammad
Action Step 2 - We will select a committee to meet and review campus nominees for District recognition	IP	O	O	O		Epps, Muhammad
Action Step 3 - We will plan and execute the District recognition breakfast and awards ceremony.	IP	O	O	O		Epps, Muhammad



Strategic Plan Update

LEISD Board Meeting
May 21, 2018

Destination 2020 Strategic Plan

Goal Categories

- Teaching and Learning
- Career and Technical Education
- 34 • Recruitment, Retention, & Engagement
- Communication & Community Partnerships

Destination 2020 Highlights

Development of [Dashboard](#) for quarterly reviews

Destination 2020 Revised/Approved April 2018 Board Meeting

File Edit View Insert Format Data Tools Add-ons Help Last edit was made yesterday at 9:11 AM by TONY TIPTON

Teaching & Learning

	A	B	C	D	E	F	G	H	I
1	Teaching & Learning			IP In Progress (Standard not fully developed) O Ongoing (Standard developed, ongoing maintenance) C Completed X Not Started					
2	Goal 1: LEISD will engage each student in rigorous relevant learning experiences.								
3									
4	Strategy 1: We will provide specific and purposeful learning and calibration on rigor, relevance, and learner engagement that drives instruction and extends learning for each student.	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	Assigned To		
5									
6	Action Plan 1 We will provide professional learning for all staff on how to use specific high yield instructional strategies to deliver rigorous, relevant, and engaging classroom instruction.	X	C	C			Director for Professional Learning & Advanced Academics; Educational Services Department		
7									
8	Action Step 1 Campus administrators will be surveyed to determine current instructional practices that promote rigor, relevance, and learner engagement.	X	C	C			Executive Director for Educational Services; Director for Curriculum and Learning		
9									
10	Action Step 2 Educational Services (C&I) team members will compile record of researched based instructional strategies with high effect size.	IP	IP	O			Executive Director for Educational Services; Director for Curriculum and Learning		

+ T&L Communication CTE Recruitment, Retention, and Engagement

Recruitment, Retention, & Engagement

Goal 1: LEISD will commit to engage in recruitment and retention practices, which will ensure each employee is well matched to expectations of their role and the District's Core Values.

Strategy 3: We will create and implement with fidelity standard operating procedures for recruitment and onboarding of new employees.

- **Action Plan 2:** We will develop a targeted marketing campaign to recruit quality employees.
 - Human Resource Services personnel in conjunction with campus principals and/or teachers participated in job fairs at 16 different universities.
 - Teachers Hosting Teachers has received two requests from student teachers for fall 2018 and we have two teacher hosts prepared to accept the new student teachers.
- **Action Plan 3:** We will maintain and improve the District's teacher mentor program.
 - Successful implementation and training of 40 mentors for new and new to the district teachers.



Communication & Community Partnerships

GOAL #1 LEISD will effectively communicate with all stakeholders.

Strategy 2: We will broadcast LEISD's successes and good stories.

- **Realtor Promotional Event - February 2018**
 - **Approximately 100 Realtors**
 - **15 Sponsors**
- **Little Elm ISD Website**
 - **Continual refinement, processes, and systems to better communicate with the public**
- **Publicity Bootcamp**
 - **Class for internal stakeholders**
 - **how to publicize the great things going on at campuses and LEISD**
 - **Incredible videos that are being produced**



Teaching and Learning

Goal 1: LEISD will engage each student in rigorous relevant learning experiences.

Strategy 1: We will provide specific and purposeful learning and calibration on rigor, relevance, and learner engagement that drives instruction and extends learning for each student.

- We provided targeted professional learning on high yield instructional practices within the Rigor, Relevance, and Learner Engagement Model
- We continued the Collaborative Instructional Review (CIR) process and collaboration during Learning For Leaders each month
- We have identified areas for growth and collaboration based on the Commitment to Excellence Process
- We continue to support our cornerstones of instruction:
 - ICLE's Rigor, Relevance, and Learner Engagement
 - Professional Learning Communities (PLCs)

Career and Technical Education

Goal 1: LEISD will offer a broad range of relevant pathways, enhance life experiences, and career opportunities.

Strategy 1: We will actively recruit students at all levels for enrollment in CTE programs.

- We hosted 8th grade student meetings before Chart Your Course to promote the event and prepare Middle School students for endorsements & pathway discussions
- We participated in Career Week activities at both the elementary and middle school levels
- We shared student work and demonstrated the knowledge and skills learned in CTE courses at the annual Chart Your Course.

Next Steps

1. Continue to evaluate and revise action steps of the strategic plan
2. Implement quarterly district-level recurring strategic goal meetings

40

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 5-21-2018	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	AMENDMENTS TO THE ILA's (INTER-LOCAL AGREEMENTS) WITH THE TOWN OF LITTLE ELM AND THE COLONY - SRO PROGRAMS. IN ADDITION AN ILA WITH THE CITY OF OAKPOINT.				
Presenter or Contact Person:	Ross Roberts, Deputy Superintendent				
Policy/Code:	CK (Legal)				
Summary:	<p>This is an amendment to our existing agreement with the Town of Little Elm and the city of The Colony. The Colony Inter-Local Agreement is an amendment while the Inter-Local Agreement from the Town of Little Elm is an amendment which includes an additional School Resource Officer. The Inter-Local Agreement from the City of OakPoint consists of one School Resource Officer. The current program is geared towards the reduction and the prevention of crime committed by juveniles and young adults. Uniformed police officers will be assigned to designated campuses. The Police Officers will work directly with campus administrative staff to provide alcohol and drug education, maintain a safe campus environment, and take appropriate action regarding on campus or school related criminal activity.</p>				
Financial Implications: Attachments:	<ul style="list-style-type: none">- Total amount for 18/19 Annual Budget is \$697,463.14 (8 SRO's)- Amended Police/School Liaison ILA (Inter-local Agreement) with the Town of Little Elm, The Colony. An additional Inter-Local Agreement from the City of OakPoint.- SRO Fees Proposed for 2018-2019				

Recommendation: The Administration recommends the approval of the amended MOU/ILA SRO agreement with the Town of Little Elm and The Colony. Also, the Administration recommends the approval of the additional ILA from the City of OakPoint. The Administration supports the addition of (2) SRO's to increase the safety and security of LEISD students and staff.

Motion:

I move the Board approve the amended Police/ School Liaison ILA's which will add (2) additional officers to the SRO program for LEISD.

POLICE / SCHOOL LIAISON INTERLOCAL AGREEMENT

This Police/School Liaison Interlocal Agreement ("Agreement") is entered into this ____ day of _____, 2018, between the Town of Little Elm, a home rule city, in Denton County, Texas (hereinafter called the "TOWN") and the Little Elm Independent School District, an independent school district of Denton County, Texas (hereinafter called the "LEISD"). Together, the TOWN and the LEISD shall be referred to as the "Parties" and individually as a "Party."

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"), authorizes local governments to contract with each other to facilitate the provision of governmental functions and services of said local governments under the terms of the Act; and

WHEREAS, the TOWN and the LEISD are both local governments as defined by Section 791.003 (4) (A) of the Act engaged in the provision of governmental functions and services to whom they serve; and

WHEREAS, it is mutually beneficial for the Parties to enter into an agreement which establishes the duties, assignment, responsibilities and obligations of the School Resource Officers (the "SROs"), the TOWN, and the LEISD.

NOW, THEREFORE, for and in consideration of the payments and mutual covenants contained herein, and for other good and valuable considerations, the Parties agree as follows:

I. SCOPE OF AGREEMENT

A. The TOWN shall provide five (5) certified police officers, and one (1) certified police sergeant licensed by the Texas Commission on Law Enforcement (TCOLE) for the School Liaison Program for the TOWN's 2018-2019 fiscal year, to serve as SROs, assigned in and on the grounds of the Colin Powell Six Grade Center, Lakeside Middle School, Little Elm High School and various elementary schools, to perform the following duties:

1. Education of teachers and students regarding the law, investigation of criminal activity on school grounds, drug prevention, and crisis intervention.
2. Interaction with the student body, faculty, and visitors by providing education in crime prevention, student awareness of drugs and crimes, and an enhanced

communication between the police and the student body.

3. Assist in security efforts at the designated school.
 - a. The LEISD shall furnish a suitable office space, telephones, and the cost of one (1) fully equipped police vehicle for use by the additional SRO added in this agreement. All other operational expenses shall be covered by the TOWN. The TOWN will allow the LEISD to participate in the selection of SROs; however, the Town of Little Elm Chief of Police ("Police Chief") reserves the right to make the final decision and appointment of any SRO. The Police Chief shall meet and confer with the campus principals from time to time, to establish mutually agreeable operational policies for the SROs and Supervisors. Nothing in this Agreement, however, shall abridge the right and responsibility of the Police Chief to assign, replace, discipline or otherwise supervise the activities of the SRO's or SRO Supervisors. Further, nothing in this Agreement shall require TOWN to provide continuous police presence on any certain campus of the LEISD during every school day when an SROs or SRO Supervisors may be away from a campus for court, training, administrative duties, arrest processing or other official duties. Further, nothing in this Agreement shall obligate the TOWN to provide an SRO, SRO Supervisors or other police presence at any school activities or events outside of regular school hours.

B. Information Sharing:

1. The Little Elm Police Department ("the Department") will share all information to the extent permitted by law, pertinent to the safety of any party that the LEISD is responsible for, and all information pertinent to investigation.
2. The LEISD will share all information to the extent permitted by law that is needed to resolve an issue. In the event that educational records or personally identifiable information (as defined by the Family Education Rights and Privacy Act [FERPA], 20 US 1232g, et seq.), is provided to the SRO, the Department agrees not to disclose such information to any other party, other than necessary law enforcement entities, without prior consent of the parent, or as required by law. If a student is involved in illegal activity regardless whether school is in session, the LEISD and the SRO will by law share the information, based on all laws and regulations.

- a. The SROs shall report to the Support Division chain of command, and the Chief of Police. While on campus, the SRO will report directly to the assistant principal and principal regarding the daily routine and communication issues on campus and then report to the ISD superintendent.
- C. The SROs and SRO Supervisors shall act as any other Town paid full-time police professional. The SROs and SRO Supervisors are governed by the same laws, policies, and procedures and will use discretionary powers in enforcing all local, state and federal laws, including the Texas Education Code.

II. TERM OF THE AGREEMENT

The term of this Agreement shall be effective the first day of July 2018 and shall continue thereafter for a period of five (5) years on a year-to-year basis or until either Party gives the other Party one hundred and eighty (180) days' notice of intent to terminate.

III. PAYMENT FOR SERVICES

- A. The LEISD shall pay the TOWN the sum of \$475,940.69 for services; and \$15,000.00 for training. The total amount to be rendered to the TOWN for 2018-19 is \$490,940.69. Quarterly payments in the amount of \$122,735.17 should be paid beginning no later than 15th of the month in July and October of 2018, and January, and April of 2019. The annual amount and vehicle cost calculation is set forth in Exhibit "A" attached hereto and incorporated by reference herein. The calculation is based upon 75% of the cost of the current salary and benefits of five (5) full time officers, one (1) full time sergeant and training for the 2018/2019 fiscal year.
- B. For years two through five of this Agreement, on or before each May 31, the TOWN shall provide the LEISD an invoice of the costs to be paid for funding the SROs for the following fiscal year. The LEISD shall notify the TOWN in writing, as provided in Section IX, no later than April 15 of each year, of its election to terminate the Agreement. Unless the LEISD sends notice to TOWN, on or before April 15, that it intends to terminate the Agreement as of the end of the LEISD fiscal year, LEISD shall make the first quarterly payment for the upcoming fiscal year beginning on or before July 15th of the year in which the invoice is sent and quarterly on the 15th of October, January and April throughout the term of the

agreement.

- C. The LEISD shall not be relieved of its obligation to pay the entire amount described in this Agreement in the event any SRO is absent due to sick leave, training, subpoena or court appearance, compensatory time, worker's compensation, holiday, vacation, or emergency, military, or bereavement leave. If the liaison officer is absent more than 15 consecutive school days, the SRO shall be replaced or payment shall be reduced on a prorated basis.
- D. In the event the TOWN exercises its right to reassign the SRO when in the sole judgment of the TOWN his/her services are required in response to a Town-wide or major emergency for more than 15 consecutive school days, payment for service shall be reduced on a prorated basis.

IV. INDEPENDENT CONTRACTOR

The TOWN is and at all times deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which officer is assigned to the School Liaison Program and the way the TOWN performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the LEISD and the TOWN or any of the TOWN's agents or employees. The TOWN assumes exclusive responsibility for the acts of its employee as they relate to the services provided during the course and scope of his/her employment. The TOWN, its agents and employees, shall not be entitled to any rights or privileges of LEISD employees and shall not be considered in any manner to be a LEISD employee.

V. INSURANCE

The TOWN is insured, and shall provide the LEISD documentation of its coverages, said coverages to meet the approval of the LEISD. The TOWN shall maintain, during the term of this Agreement, workers' compensation insurance, general liability coverage, and auto liability coverage for its employee engaged in work under this Agreement. Upon request, the TOWN shall provide the LEISD with Certificates of Insurance indicating such coverage prior to the beginning of any activities under this Agreement.

VI. AVAILABILITY OF FUNDS

All expenditures made by the TOWN and the LEISD, in fulfilling their obligations hereunder, shall be paid only from current revenues legally available.

VII. TERMINATION

This Agreement may be terminated by either Party at any time, at its sole option, with or without cause, and without prejudice by giving one hundred and eighty (180) days' written notice of termination. As both entities have approved tax rates and budgets based in part on this Agreement, there will be no refunds as a result of termination during a fiscal year.

VIII. ASSIGNMENT OF AGREEMENT

Neither Party shall assign, transfer, or sub-contract any of its rights, burdens, duties or obligations under this Agreement without the prior written permission of the other Party to this Agreement.

IX. GENERAL PROVISIONS

- A. No waiver of a breach or any provision of the Agreement by either Party shall constitute a waiver of any subsequent breach of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
- B. All obligations of each Party shall be performed in Denton County, Texas. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement and the exclusive venue for any legal proceedings involving this Agreement shall be Denton County, Texas.
- C. Notices to the LEISD shall be deemed given when delivered in person to the Superintendent of Schools of LEISD, or on the next business day after the mailing of said notice addressed to said LEISD by United States mail, certified or registered mail, return receipt requested, and postage paid at PO Box 6000, 300 Lobo Lane, Little Elm, Texas 75068.
- D. Notices to the TOWN shall be deemed given when delivered in person to the Town Manager of the TOWN, or on the next business day after the mailing of said notice addressed to said TOWN by United States mail, certified or registered mail, return receipt requested, and postage paid at 100 W. Eldorado Parkway, Little Elm, Texas 76208.

- E. The place for mailing notices for a Party may be changed only upon written notice given to the other in the manner herein prescribed for notices sent to the last effective place of mailing for the notifying Party.
- F. If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws, (1) such provision shall be fully severable, (2) this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of this Agreement, and (3) the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement.
- G. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

X. MUTUAL HOLD HARMLESS

- A. To the extent allowed by law, the LEISD does hereby agree to waive all claims against, release, and hold harmless the TOWN and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- B. To the extent allowed by law, the TOWN does hereby agree to waive all claims against, release, and hold harmless the LEISD and all of its officials, officers, agents, employees, in both their public and private capacities, from any and all liability, claims, suits, demands, losses, damages, attorneys' fees, including all expenses of litigation or settlement, or causes of action which may arise by reason of injury to or death of any person or for loss of, damage to, or loss of use of any property arising out of or in connection with this Agreement.
- C. It is the intention of both Parties that this mutual hold harmless clause shall be interpreted to mean each Party shall be responsible for the actions of each Party's

own employees, officials, officers, and agents.

XI. DISPUTE RESOLUTION

Should a dispute arise between the Parties regarding this Agreement, or the terms contained herein, the Parties shall first attempt to resolve the dispute through direct discussions in a spirit of mutual cooperation. If such discussions fail to resolve the dispute, the Parties hereto agree that they shall submit such dispute to non-binding mediation with a mutually agreeable mediator. Said mediation shall be conducted within thirty (30) days following written notice of a demand for mediation by either Party, unless the Parties agree to a shorter or longer period, and the costs of such mediation shall be borne by the party demanding same. The purpose of this section is to reasonably ensure that the TOWN and the LEISD in good faith utilize mediation before pursuing litigation. The Parties' participation in, or the results of any mediation under this section shall not be construed as a waiver by the Parties of any rights, privileges, defenses, remedies or immunities available to the Parties as governmental entities, nor waiver of any termination provisions, expiration dates or deadlines set forth in this Agreement.

THE TOWN OF LITTLE ELM,

**LITTLE ELM INDEPENDENT
SCHOOL DISTRICT**

Matt Mueller, Town Manager

Dr. Daniel Gallagher
Superintendent of Schools

ATTEST:

ATTEST:

Kathy Phillips, Town Secretary of Little Elm

Name: _____
Title: _____

"Attachment A"

*Calculation for Cost Per Full-Time Officer Salary and Benefits
Fiscal Year 2018/2019*

SRO #1 Salary and Benefits(Connor):

Annual Base Salary: \$76,739.00
Benefits: \$30,387.82
Cost per SRO: \$107,126.82

SRO #2 Salary and Benefits(Holliefield):

Annual Base Salary: \$72,061.00
Benefits: \$38,959.00
Cost per SRO: \$111,020.01

SRO #3 Salary and Benefits (Olson)

Annual Base Salary: \$67,486.00
Benefits: \$37,782.00
Cost per SRO: \$105,268.00

SRO #4 Salary and Benefits(TBD)

Annual Base Salary: \$60,718.00
Benefits: \$32,508.24
Cost per SRO: \$93,226.24

SRO #5 Salary and Benefits (TBD)

Annual Base Salary: \$60,718.00
Benefits: \$32,508.24
Cost per SRO: \$93,226.24

SRO Sergeant Salary and Benefits (Samples)

Annual Base Salary: \$88,057.00
Benefits: \$36,663.07
Cost per SRO Sgt: \$124,720.07

Total with Salaries/Benefits: \$634,587.58

Training:

6 officers @ \$2,500.00 each \$15,000.00

Salary Contributions From Both Parties

LEISD 75%: \$475,940.68
TOWN 25%: \$158,646.90

Total LEISD Cost:

Salaries: \$475,940.68

Training: \$15,000.00

Total LEISD Cost: \$490,940.68

Quarterly Payment Amount: \$122,735.17

Capital Vehicle Cost: \$57,700.00 per unit.

Total Vehicle Purchase (1): 57,700.00

LEISD Cost: \$57,700.00 (1 Unit)

POLICE/SCHOOL LIAISON INTERLOCAL AGREEMENT FOR SCHOOL RESOURCE
OFFICER

This INTERLOCAL COOPERATION AGREEMENT FOR SCHOOL RESOURCE OFFICER, hereinafter referred to as "Agreement", is made by and between City of Oak Point, a political subdivision of the State of Texas, hereinafter referred to as the "CITY", and the Little Elm INDEPENDENT SCHOOL DISTRICT, an Independent School District, hereinafter referred to as the "DISTRICT".

WHEREAS, the City is a duly organized political subdivision of the State of Texas engaged in the administration of City government and related services for the benefit of the citizens of the City of Oak Point, Texas; and

WHEREAS, the District is a political subdivision of the State of Texas, located in Denton County, and a legally constituted independent school district, engaged in the provision of education and related services for the benefit of the citizens of the Little Elm Independent School District; and

WHEREAS, this Agreement is made under the authority granted to the City and the District pursuant to the Interlocal Cooperation Act of the V.T.C.A. Government Code § 791; and

WHEREAS, the City and the District desire to improve the efficiency and effectiveness of local governmental entities by acknowledging the need for ONE (1) SCHOOL RESOURCE OFFICER whose primary office shall be established at Oak Point Elementary School and all equipment necessary for the prompt and effective utilization of such officer.

NOW THEREFORE, for and in consideration of the mutual covenants, promises, and agreements contained herein, and for other good and valuable consideration, the City and the District for mutual consideration hereinafter stated, agree and understand as follows:

1. TERM OF AGREEMENT

- 1.1 This term of this Agreement will be for one (1) year beginning _____ August 1____, 2018 and will continue through _____ July 31____, 2019, at which time it will terminate.
- 1.2 TERMINATION: This Agreement may be terminated at any time, by either party giving thirty (30) days advance written notice to the other party. In the event of such termination by either party, City shall be compensated for all services performed to termination date, together with any reimbursable expenses then due and as authorized by this Agreement. In the event of such termination by either party, should City be overcompensated for all services performed to termination date, and/or be overcompensated for reimbursable expenses as authorized by this Agreement, then District shall be reimbursed for all such overcompensation. Acceptance of said reimbursement shall not constitute a waiver of any claim that may otherwise arise out of this Agreement. Within thirty (30) days of termination under this provision, City shall

forward to District a final invoice for reimbursement to the City for personnel expenditures and District shall remit payment in full within thirty (30) days after the date of receipt of such invoice.

- 1.3 DEFAULT: District or City is required to give written notice of default under this Agreement, including either party's failure to comply with, or breach of this Agreement, to the defaulting party, which details such default, omission or oversight. Such notice must be provided in writing in accordance with the notice provision of this Agreement. No oral notices will be recognized as a formal notice of default. The defaulting party has a reasonable period of time, not to exceed thirty (30) calendar days, to cure the default or to take corrective measure to correct the default. If the defaulting party fails to cure the default or to take corrective measures, the party giving notice may reduce or withhold payments or services to the defaulting party for an agreed period or amount which will not exceed thirty (30) days. Thereafter, the party giving notice may terminate this Agreement in accordance with the termination requirements of this Agreement.

2. DESIGNATION OF LIAISON

- 2.1 CITY LIAISON: The City shall designate the Director of Public Safety for the City, or his designated substitute, to act on behalf of City of Oak Point and the Oak Point Department of Public Safety, and to serve as "Liaison" for the City with and between City and District. The Director, or his designated substitute, shall insure the performance of all duties and obligations of the City herein stated; and, shall devote sufficient time and attention to the execution of said duties on behalf of the City in full compliance with the terms and conditions of the Agreement; and, shall provide immediate and direct supervision of the Oak Point Department of Public Safety employees, agents, contractors, subcontractors, and/or laborers, if any; in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of City and District.
- 2.2 DISTRICT LIAISON: The District shall designate the Superintendent, or his designee, to act on behalf of District, and to serve as "Liaison" for the District with and between City, and the Oak Point Department of Public Safety, to insure the performance of all duties and obligations of District herein stated, and said Liaison, or his designated substitute shall devote sufficient time and attention to the execution of said duties on behalf of District in full compliance with the terms and conditions of this Agreement; and shall provide immediate and direct supervision of District employees, agents, contractors, and/or laborers, if any; in the furtherance of the purposes, terms and conditions of this Agreement for the mutual benefit of District and City.
- 2.3 District and City covenant and agree to fully cooperate with the other party in monitoring the effectiveness of the services and work to be performed under this Agreement, and City and District shall have access at all reasonable hours to offices and records of the other party, its officers, members, agents, employees and subcontractors for the purpose of such monitoring, such access being subject to the limitations and requirements under the Texas Public Information Act and the Family Education Rights and Privacy Act.

3. FINANCIAL PROVISIONS

- 3.1 COMPENSATION: In exchange for the provision of the One (1) School Resource Officer and the Oak Point Department of Public Safety support services for the School Resource Officer, the District agrees to pay the City a sum totaling the reasonable and necessary expenses more fully described in *Exhibit "A", City of Oak Point Budget Impact Statement*. Said payments made by District to City shall be used by the City for reasonable and necessary law enforcement equipment and requirements to support the law enforcement efforts of the School Resource Officer.
- 3.2 ATTENDANCE/LEAVE TIME. District and City agree that the Officer will be compensated for any overtime worked in accordance with the City of Oak Point Attendance/Leave Time/Overtime policy as it applies to Non-exempt law enforcement personnel in the City's Human Resource Manual.
- 3.2.1 District agrees that it will reimburse the City for the overtime rate of the Officer if District requests that the Officer work overtime for reimbursement, pending both District and City supervisor approval of such work.
 - 3.2.2 District agrees that it will reimburse the City for the overtime rate of the Officer if the Officer accrues the maximum allowable number of hours and City is required to pay Officer for any overtime work performed for the District.
 - 3.2.3 District agrees that it will reimburse the City for the overtime rate of the Officer for all accrued overtime balances if District should cancel or terminate this agreement prior to the expiration date as stated in the agreement.
- 3.3 REIMBURSEMENT: District agrees and understands that the intent of this agreement is to fully reimburse City for all expenditures. Therefore, District agrees not to unreasonably withhold the compensation paid to City in the event that the School Resource Officer assigned to fill the City's obligations under this Agreement receives an annual salary adjustment or raise during the term of this Agreement. City will give District thirty (30) days' notice of any such adjustment or raise. City must obtain District's written agreement to the change in annual salary before District is obligated to pay City any increase provided herein.
- 3.4 SCHOOL RESOURCE OFFICER TRAINING AND EDUCATION: Both the District and the City will bear an equitable portion of the cost of the Officer's continuing education and any specialized training courses for school law enforcement officers. The designated Liaisons shall agree to courses and expenses for the School Resource Officer and each party will be responsible for payment of such expenses, either directly to the provider of such continuing education or as reimbursement to the School Resource Officer. Any reimbursement due to the School Resource Officer will be payable within thirty (30) days of his written claim.
- 3.5 PAYMENT DATES: Quarterly payments shall be made by District to City in the months of July and October of 2018 and January and April of 2019. Thereafter, such quarterly payments shall be due and payable on the 15th day of each designated month over the

term of this one (1) year Agreement. All payments made by District to City shall be made payable to the City of Oak Point and mailed to the City of Oak Point, 100 Naylor Rd. Oak Point Texas, 75068.

3.6 DELINQUENT PAYMENTS: If District fails to make payment to City within thirty (30) days from any of the quarterly dates identified in 3.5, or if such quarterly payments become sixty (60) days delinquent, the City may terminate this Agreement by giving notice as provided in this agreement. District shall be liable for all services rendered up to the time of termination.

4. SCHOOL RESOURCE OFFICER

- 4.1 A School Resource Officer is an Officer of the Oak Point Department of Public Safety. This Agreement includes one (1) School Resource Officer. The job description and classification for one School Resource Officer will be consistent with an Officer position for the Oak Point Department of Public Safety. The function of a School Resource Officer is to act as an educator, Officer, and law enforcement official on the campuses of Little Elm Independent School District. The School Resource Officer will be a licensed peace officer under the laws of the State of Texas.
- 4.2 The School Resource Officer will be an employee of City and the Oak Point Department of Public Safety and the Department will be the supervisor of the work activities.
- 4.3 The City will select the Officer from the eligible applicants for employment. The District may provide input to the City regarding the selection, with the final decision regarding employment being the City's decision following its policies. The City, by and through the Director, or his designee, and working with the Superintendent or his designee, will assign the work duties in compliance with the law and work schedule of the School Resource Officer.
- 4.4 The School Resource Officer will be in the chain of command at the Oak Point Department of Public Safety and will report to the Director of the Oak Point Department of Public Safety. The School Resource Officer will follow all guidelines with regards to the City Oak Point Personnel Policies, Oak Point Department of Public Safety General Manual, Policy, & Procedures.
- 4.5 Civil Service Commission. District will provide the School Resource Officer with the policies and procedures of the District. To the extent, the District's policies and procedures conflict with the policies and procedures of the City, the policies and procedures of the City prevail.
- 4.6 The City will create work schedules and make job assignments with input from the District. Any conflict of such schedules or assignments will be referred to the City and District Liaisons for resolution. While on duty for the District, the School Resource Officer shall perform and otherwise fulfill the following duties and obligations including, but not limited to the following:

- 4.6.1 Act as a resource person in the area of law enforcement education;
- 4.6.2 Cooperate and assist, in any manner assigned in compliance with the law by the District, in any District efforts, programs, or classes to educate students on law enforcement and criminal justice issues; and
- 4.6.3 Make arrests and referrals of criminal law violators within the discretion of the School Resource Officer;
- 4.6.4 Conduct or assist in criminal investigations of violations of law on District property;
- 4.6.5 Provide a law enforcement resource when necessary to maintain the peace on the District's property;
- 4.6.6 Perform other duties mutually agreed upon by the District and the City, so long as the performance of such duties is legitimately and reasonably related to the purposes of this Agreement and so long as such duties are consistent with state and federal law and the policies and procedures of the District and the City;
- 4.6.7 Follow and conform to all policies and procedures of the District that do not conflict with the policies and procedures of the City. The parties to this Agreement shall abide by all rules, regulations and procedures as outlined in the Civil Rights Act;
- 4.6.8 Develop, evaluate and assist in implementation of security programs within the campuses and schools of the District;
- 4.6.9 Coordinate with school administrators, staff, other law enforcement agencies and courts to promote order and security on District campuses;
- 4.6.10 Accompany and provide protection for students and District personnel on curricular and extracurricular trips inside and outside of the City.
- 4.6.11 Attend and provide protection at any school related functions, including, but not limited to, sporting events, class dances and socials, and other social or educational gatherings within District campuses within the guidelines of the Oak Point Department of Public Safety Personnel policies as scheduling permits;
- 4.6.12 Any other duties consistent with law enforcement requested by the District or City.

4.7 In the unlikely event that the work schedule of the School Resource Officer does not fulfill the full-time requirements of a City employee, City retains the right to direct the activities of the School Resource Officer in order to comply with the full-time requirements.

5. CITY RESPONSIBILITIES

- 5.1 For the purposes and consideration herein stated and contemplated, the City shall provide the following necessary and appropriate services for District to the maximum extent authorized by this Agreement and state or federal law, without regard to race, religion, color, age national origin; to wit.

- 5.1.1 City will accept applications and interview candidates for the position of School Resource Officer;
- 5.1.2 The City will be responsible for selection of the Officer. District may provide City with input regarding candidate selection or replacement;
- 5.1.3 City will install the necessary equipment for the vehicle provided pursuant to the terms of this Agreement;
- 5.1.4 City will provide uniforms and other equipment as provided within the guidelines of the General Manual of the Oak Point Department of Public Safety;
- 5.1.5 City will administer employee benefits to the School Resource Officer, including, but not limited to vacation time, sick leave, health insurance, dental insurance, etc., per City policies.
- 5.1.6 City will encourage and assist the School Resource Officer to make a good faith effort to obtain vacation leave, and training and education time that will coincide with times when the District is not in scholastic session or otherwise open for the operation of school related business;
- 5.1.7 City will provide District with a copy of the City Oak Point Personnel Policies, Oak Point Department of Public Safety General Manual, Policy, & Procedures at their request.
- 5.1.8 City will provide School Resource Officer with the customary support services including, but not limited to, backup, dispatch, crime scene investigations, Investigative services, etc.

6. DISTRICT RESPONSIBILITIES

- 6.1 For the purposes and consideration herein stated and contemplated, the District shall provide the following necessary and appropriate services for City to the maximum extent authorized by this Agreement and state or federal law, without regard to race, religion, color, age national origin; to wit.
 - 6.1.1 District retains the right to meet and confer with the Director or His Liaison regarding the patrol Officer assigned to work in District pursuant to this Agreement. If, in the event the District should request reassignment of Officer working pursuant to this Agreement, District agrees that selection of the Officer is the sole responsibility of the City.
 - 6.1.2 District will provide School Resource Officer with sufficient office space, desk, chairs, secure filing cabinets, a school district issued standard desktop computer, and telephone;
 - 6.1.3 District will provide the School Resource Officer with access to designated school campuses;
 - 6.1.4 District and City agree that the Officer will be compensated for any overtime worked in accordance with the City's Attendance/Leave Time/Overtime policy as it applies to Non-exempt law enforcement personnel.
 - 6.1.5 District will coordinate job assignments and work schedules with the School Resource Officer in accordance with the City Personnel Policies.

District agrees that School Resource Officer will not be used as a crossing guard or for the direction of traffic off school property.

- 6.1.6 District will have input in the setting the work schedules for the School Resource Officer. The City may only infringe on the right of the District for service in compliance with the law, during (1) a law enforcement emergency or (2) if the work schedule of the School Resource Officer falls below the minimum number of hours for a full-time employee of City.
- 6.1.7 District will comply with the timekeeping requirements for City employees, which includes, but is not limited to the signing of overtime slips, verifying time slips, and prompt and efficient record keeping. If the District requests the Officer to work paid overtime, the District agrees that it will reimburse the City for the overtime rate of the Officer following submission of approved written requests for payment.
- 6.1.8 District understands that there may be one time or single purchases as set up costs for required equipment to fulfill this agreement. Any one time or single purchase is itemized in the Budget Impact Statement, *Exhibit "A"*.
- 6.1.9 District will notify City if the need for any further Interlocal Agreements is necessary to fully utilize the School Resource Officer. Any further Interlocal Agreements must be approved by the City Council and District.

7. SCHOOL RESOURCE OFFICER VEHICLE

- 7.1 The City and District understand and agree that this Agreement provides funding for the expenses of the City to provide a suitable vehicle, equipment, facilities, maintenance, repair, and service of the vehicle for the performance of all duties and obligations of City as stated herein during the period of this Agreement. The City will purchase the vehicle and the District will pay quarterly payments over 4 years for the lease of the vehicle as determined by its initial cost. The vehicle will be replaced following the City's Vehicle Equipment Replacement Schedule. An approximate impact of costs is provided in *Exhibit "B" "School Resource Officer Vehicle"*.

- 7.2 The City will:

- 7.2.1 coordinate the purchase of liability insurance coverage via the City's Fleet Policy.
 - 7.2.2 provide routine maintenance and repair of the vehicle.
 - 7.2.3 purchase, if necessary, and install the necessary equipment to make the vehicle ready for use by the Officer.

7.3 The School Resource Officer shall have the full authority to use the vehicle in accordance with the Oak Point Department of Public Safety General Manual.

7.4 District is not responsible for any costs the City determines are attributable to the School Resource Officer's misuse of the vehicle in violation of this Agreement and the Oak Point Department of Public Safety General Manual.

8. LEGAL PROCEEDINGS

- 8.1 CITY LIABILITY: The City understands and agrees that the City, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the District. The City shall not be required to indemnify nor defend District for any liability arising out of the wrongful acts of employees or agents of District to the extent allowed by Texas law.
- 8.2 DISTRICT LIABILITY: The District understands and agrees that the District, its employees, servants, agents, and representatives shall at no time represent themselves to be employees, servants, agents, and/or representatives of the City. The District shall not be required to indemnify nor defend City for any liability arising out of the wrongful acts of employees or agents of City to the extent allowed by Texas law.
- 8.3 RECOURSE: Recourse for failure to performance or duty to pay or entitlement, furnish payments or services under this Agreement shall be determined by mutual agreement of the respective liaisons in accordance with the default provisions of this Agreement.
- 8.4 DISPUTES: Any dispute arising from the failure of either District or City to perform and/or agree on proportionate reduction in fees shall be submitted to mediation and may be appealed to a court of jurisdiction in Denton County, Texas. It is further agreed and understood that the scope of matters to be submitted to dispute mediation as referenced above is limited to disputes concerning sufficiency of performance and duty to pay or entitlement, if any, to any reduced fee or compensation. Any other disputes or conflicts involving damages or claimed remedies outside the scope of sufficiency of performance and compensation adjustment shall be referred to a court of competent jurisdiction in Denton County, Texas.
- 8.5 AMENDMENTS: This Agreement may be amended only by written instrument signed by both City and District.
- 8.6 SEVERABILITY: The validity of this Agreement and/or any of its terms or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Texas. Further, this Agreement shall be performed and all compensation payable in Denton County, Texas. In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the parties hereto that the remaining portions shall remain valid and in full force and effect to the extent possible.
- 8.7 THIRD PARTY: This Agreement is not intended to create any liability for the benefit of third parties.

- 8.8 ORAL AGREEMENTS: There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

8.9 VENUE: This agreement will be governed and construed per the laws of the State of Texas. This agreement shall be performed in Denton County, Texas.

9. CITY POLICIES

- 9.1 Each School Resource Officer shall have the duties outlined under this Agreement as their primary duty, and may not regularly be assigned additional police duties while assigned as SRO for the district. The City reserves the right, however, to reassign the Officer temporarily in the event of an emergency, or when other circumstances require an enhanced police presence elsewhere in the City and/or when the District is not in session. The City will make every effort to minimize mandatory absences by each Officer from the school campuses. However, there may be occasions due to mandated training requirements, court attendance, or other situations beyond the control of an Officer, which will require his/her absence. Each Officer will keep the principals at the campuses informed of any of these absences when they occur. All comments, criticisms, suggestions, and recommendations for Officer assignments or performance shall be immediately referred, without delay to the appropriate Liaison. The Liaison will be given an opportunity to take the appropriate action to resolve the problems or investigate complaints prior to any other action or decision.

9.2 Reduction in Force. The parties recognize that in the event a contract or other funding is no longer available, removed or discontinued, such as through loss of a contract or funding, the employees assigned to that activity or function will be reassigned to other open classified positions of the same rank in the Oak Point Department of Public Safety. If there are no appropriate open positions available and a reduction in force is necessary, then the provisions for layoffs and dismissals will be used to accomplish the reduction in force.

10. INDEPENDENT CONTRACTOR

10.1 City is and at all times shall also be deemed to be an independent contractor and shall be wholly responsible for the manner in which it determines which Officer is assigned to the school district and the way the City performs the services required by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between District and City or any of City's agents or employees. City assumes exclusive responsibility for the acts of its employees as they relate to the services provided during the course and scope of their employment. City, its agents and employees, shall not be entitled to any rights or privileges of District employees and shall not be considered in any manner to be District employees. Neither City nor District shall be responsible under the Doctrine of

Respondent Superior for the acts and omissions of its officers, members, agents, servants, employees, or officers of the other.

11. INSURANCE

- 11.1 The City shall provide, during the term of this Agreement, workers compensation insurance in the amounts required by Texas state law, for all City employees engaged in work under this Agreement. As to all other insurance provided by City, upon request by District, it shall provide District with documentation indicating coverage at the District's request.

12. NON-DISCRIMINATION

- 12.1 City and District covenant that neither it nor any of its officers, members, agents, employees, program participants, or subcontractors, while engaged in performing this Agreement shall in connection with the employment, advancement, or discharge of employees, or in connection with the terms, conditions or privileges of their employment, discriminate against persons because of their age, except on the basis of a bona fide occupational qualification, retirement plan, or statutory requirement.

12.2 City and District, in the execution, performance or attempted performance of this Agreement, will not discriminate against any person or persons because of sex, race, religion, color or national origin, nor will either party permit its agents, employees, subcontractors or program participants to engage in such discrimination.

13. ASSIGNMENT

13.1 Neither party shall assign, transfer, or sub-contract any of its rights, burdens, duties, or obligations under this Agreement without the prior written permission of the other party to this Agreement.

14. WAIVER

14.1 The failure of City or District to insist upon the performance of any term or provision of this Agreement or to exercise or enforce any right herein conferred, or the waiver of a breach of any provision of this Agreement by either party, shall not be construed as a waiver or relinquishment to any extent of either party's right to assert or rely upon any such term or right, or future breach of such provision, on any future occasion.

15. NOTICE

- 15.1 All notices, demands or other writings may be delivered by either party by U.S. First Class Mail or by other reliable courier at the following addresses:

CITY ADDRESS

City Manager Luke Olson AND
City of Oak Point

100 Naylor Rd
Oak Point Texas 75068
Telephone (972) 294-2312

Director Michael Shackelford
Oak Point Department of Public
Safety

100 Naylor Rd
Oak Point, Texas 75068
Telephone (972)294-0000

DISTRICT ADDRESS

Billy Coburn AND
Little Elm ISD

300 Lobo Lane
Little Elm, TX 75068
(972) 947-9340

Ross Roberts
Deputy Superintendent
Little Elm ISD

300 Lobo Lane
Little Elm, TX 75068
(972) 947-9340

16. EXHIBITS

- 16.1 Attached hereto, and referred to elsewhere in this Agreement are the following Exhibits, which are hereby incorporated by reference:

EXHIBIT A - Oak Point Budget Impact Statement ~ School Resource Officer

17. AUTHORIZED OFFICIALS

- 17.1 The undersigned officer and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto, and each party certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.
- 17.2 The City Manager, is granted the authority to execute this agreement upon the approval of the City of Oak Point City Council.
- 17.3 The President, or the Presiding Officer of the School Board, is granted the authority to execute this agreement upon the approval of the Little Elm Independent School District.

EXECUTED in duplicate originals as described below.

CITY OF OAK POINT, TEXAS

Little Elm INDEPENDENT SCHOOL DISTRICT

City Manager Luke Olson
City of Oak Point
100 Naylor Rd
Oak Point Texas 75068
Telephone (972) 294-2312

Melissa Myers, President
Board of Trustees
Little Elm Independent School District
300 Lobo Lane
Little Elm , TX 75068
(972) 947-9340

EXECUTED duplicate originals on this

Date: _____

Approved as to form:

Attorney for City of Oak Point

EXECUTED duplicate originals on this

Date: _____

Approved as to form:

Attorney for Little Elm Independent
School District

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			BUDGET IMPACT STATEMENT	
			City of Oak Point Estimated Expenses 2018-19	
			LEISD Estimated Expenses 2018-2019	
			Estimated Expenses for One Year for One School Resource Officer	
			Account Description	Proposed Budget FY2018-19
			Salary & Benefits	
			Salaries - Regular Payroll (1 School Resource Officer)	80,000
			Total Salary & Benefits	80,000
LEISD 75%				60,000
OPDPS 25%				20,000
			Travel and Training	
			NASRO, TASRO, and Texas School Safety Conference	5,200
			Total Cost Travel and Training	5,200
LEISD 50%				2,600
OPDPS 50%				2,600
			LEISD 75% Salary	60,000
			Travel and Training	2,600
			Vehicle Lease Payments (1,750.00 x 4 quarters) Total Cost for Vehicle 28,000	7,000
			Total Annual Expense	69,600
			Quarterly Payment	17,400
			OPDPS 25% Salary	20,000
			Travel and Training	2,600
			Total Annual Expense	22,600

CITY OF THE COLONY, TEXAS
RESOLUTION NO. 2018- _____

A RESOLUTION OF THE CITY OF THE COLONY, AUTHORIZING THE MAYOR TO EXECUTE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF THE COLONY AND LITTLE ELM INDEPENDENT SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICER SERVICES IN LITTLE ELM PUBLIC SCHOOLS LOCATED IN THE CITY OF THE COLONY, DENTON COUNTY; PROVIDING AN EFFECTIVE DATE.

and

WHEREAS, the parties hereto are political subdivisions of the State of Texas;

WHEREAS, Chapter 791 of the Government Code Interlocal Governmental Cooperation Act provides for contractual agreements between governmental entities; and

WHEREAS, the City Council has determined that it would be in the best interest of citizens of The Colony to enter into the Interlocal Cooperation Agreement with Little Elm Independent School District for School Resource Officer services in the Little Elm ISD public schools located in the City of The Colony, Denton County;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF THE COLONY, TEXAS:

Section 1. That the Mayor of the City of The Colony, Texas is hereby authorized and empowered to execute an Interlocal Cooperation Agreement with Little Elm Independent School District for School Resource Officer services at Little Elm ISD public schools located within the City of The Colony, Denton County.

Section 2. That a true and correct copy of the Interlocal Cooperation Agreement is attached hereto and incorporated herein.

Section 3. That this resolution shall take effect immediately from and after its passage.

PASSED AND APPROVED by the City Council
Texas this ____ day of _____, 2018.

Joe McCourry, Mayor
City of The Colony, Texas

ATTEST:

Tina Stewart, TMRC, City Secretary

APPROVED AS TO FORM:

Jeff Moore, City Attorney

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

SCHOOL RESOURCE OFFICER INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT, made and entered into on the date of the last signature hereon as shown below ("the Effective Date"), by and between the LITTLE ELM INDEPENDENT SCHOOL DISTRICT in Denton County, Texas (referred herein to as "District" or "School District"), acting by and through its Board of Trustees, and the CITY OF THE COLONY, TEXAS, a Texas home-rule municipality (referred herein to as "City"), acting by and through its City Council, is for the purpose of establishing a School Resource Officer (referred herein as to SRO) Program in the School District, in the City of The Colony, Texas.

WITNESSETH:

WHEREAS, the Texas State Legislature has authorized the use of Interlocal cooperation agreements between and among governmental entities; and

WHEREAS, this Interlocal Cooperation Agreement ("Agreement") is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, as amended and as otherwise provided herein, relative to the joint authorization by the School District and the City to provide a governmental service or function for which each party is authorized to perform individually; and

WHEREAS, the governing bodies find that the performance of this Agreement is in the common public interest of both parties, and the School District and the City will mutually benefit from the SRO Program to combat juvenile delinquency, to personally assist students with various problems involving potential involvement with law enforcement, to develop and maintain positive relations between students and City police officers and to assist the School District in maintaining a safe, orderly, and secure environment to learning; and

WHEREAS, the parties, in paying for the performance of governmental functions or in performing such governmental functions, shall make payments therefor only from current revenues legally available to each party; and

WHEREAS, the School District and the City intend to provide law enforcement education and related services to the public schools of the School District in the City as hereafter described; and

NOW, THEREFORE, for and in consideration of the mutual agreements contained herein, the parties do hereby agree as follows:

ARTICLE I

TERM OF AGREEMENT

The initial term of this Agreement shall begin on August 1, 2018, and shall continue through July 31, 2019. This Agreement shall automatically renew for one (1) year terms, beginning on August 1, 2019, unless terminated by either party in accordance with the terms contained herein.

ARTICLE II OBLIGATIONS OF

THE COLONY

The obligations of the City shall be fulfilled by The Colony Police Department under the direction of the Chief of Police ("Chief") or his designee.

The obligations of the Chief and the School Resource Officers (SROs) are as follows:

A. Provision of School Resource Officers.

Unless otherwise indicated below, the Chief shall assign one (1) regularly employed police officer to work at each LEISD School located within the City. Although the SROs will be assigned to the school, the SROs can serve as a resource to all campuses within The Colony.

B. Selection of School Resource Officers.

The Chief or his designee shall select the SROs considering the following evaluation criteria. Campus Principals will be allowed to meet the candidates for any new SRO assignments and provide, if any, their concerns to the Chief before his or her selection. The Chief or his designee may change or replace an SRO with another officer who also meets the criteria below:

1. The SROs must have the ability to deal effectively with students. The ages, socioeconomic, cultural and racial composition of the students of the particular school should be considered in making this evaluation.
2. The SROs must present a positive image and be an appropriate symbol of the entire police department. A goal of the SRO program is to foster a positive image of police officers among young people. Therefore, the personality, grooming, and communication skills of the SROs should be of such a nature that a positive image of the police department is reflected.
3. The SROs must have the ability to provide good quality information and educational services in the area of Law enforcement.

4. The SROs must have the desire and ability to work cooperatively with the School District staff, Principals, the administrative staff and school officials.

5. The SROs must be State Certified Law Enforcement Officers.

6. The SROs must have or receive the basic SRO training, preferably in the summer, through the National Association of School Resource Officers (NASRO) within their first year of assignment as an SRO.

7. The SROs must meet any other criteria the Chief deems appropriate.

C. Normal duty hours of School Resource Officers.

The SROs shall perform duties during regular school days and regular school hours, not including official school holidays or summer school or required training. When not performing such duties, the Chief may assign the officers to other duties.

SROs will notify the Campus Principal or designee via email in advance of a planned leave if such leave or time off would conflict with school duties. The City will provide a substitute SRO, at no additional charge, in the event a SRO cannot perform his or her duties for School District for five (5) or more consecutive days.

D. Duties of School Resource Officers.

While on duty, SROs shall perform the following duties:

1. Speak to classes on the law, including search and seizure, criminal law, motor vehicle laws, and other topics.
2. Act as a resource person in the area of law enforcement education.
3. Conduct or assist in criminal investigations of violations of law on school property.
4. Provide a law enforcement resource when necessary to maintain the peace on School District property.
5. Make arrests and referrals of criminal law violators using his/her discretion.
6. Provide counseling to students at the request of the school staff, at the request of a student or parent or when the SRO feels it is in the best interest of the student. In the event the counseling relates to such things as depression, addiction, family counseling or other non-police related matters, the student should be referred to the School Counselor.
7. Make referrals to social services agencies.

8. Wear an official police uniform which shall be provided at The Colony Police Department's expense; however, civilian attire may be worn on some occasions with prior approval by the Chief.
9. Perform other duties mutually agreed upon by the Superintendent and the Chief, provided the performance of such duties is legitimately and reasonably related to the SRO Program as described in this Agreement, and such duties are consistent with state and federal law and the policies and procedures of the School District and the City.
10. Any off-campus activity requiring the services of the SROs shall be contingent on the approval of the Chief or his designee.
11. Follow and conform to all School District policies and procedures that do not conflict with the policies or procedures of the City. The parties to this Agreement shall abide by all rules, regulations and procedures as authorized by state or federal laws.
12. Coordinate with school administrators, staff, other Law enforcement agencies and courts to promote order on school campuses.
13. Make presentations to civic groups.
14. Participate, upon request and with approval of the Chief or his designee, with school student committees.
15. Any other duties as directed by the Chief.
- E. Support Services to be provided by the City.

The City, acting through its Police Department, shall continue to provide police services to the School District with the positions of the SROs as an enhancement.

ARTICLE III OBLIGATIONS

OF THE DISTRICT

The School District shall provide the SROs, in each school to which an SRO is assigned, the following materials and facilities:

- I. Access to a private office to be used for general business purposes which is air conditioned and properly lighted.

2. A locking file cabinet and location for files and records which can be properly locked and secured.
3. A desk with drawers, a chair, worktable, and office supplies (*i.e.*, paper, pencil, pens, etc.).
4. A computer connection that allows for network access to police records management and report writing portals.
5. A telephone.

ARTICLE IV

EMPLOYEE STATUS OF SRO

The SROs shall be employees of the City and not employees of the School District. The City shall be solely responsible for the hiring, training, discipline, and dismissal of City personnel. The City and its SROs shall be deemed independent contractors with the School District, and not an agent or representative of the School District. A performance evaluation of each SRO will be conducted by the campus Principal at the end of each school year and the results will be provided to the Chief for review with any formal requests for his or her consideration.

The supervisory personnel of the SRO who are responsible for his or her direct supervision shall be available at all reasonable times to report to and confer with designated officials of the School District.

ARTICLE V PAYMENT

In consideration of the services provided herein, the City shall invoice the School District, and the School District shall pay the City for the costs of the SROs' salary and benefits as follows:

Seventy five percent (75%) of salary and benefits for assigned officers

The School District shall bear no other expenditures. Payment shall be in four (4) equal payments as compensation for the contracted services of the one SROs no later than the 15th of the month in January, April, July and October of each year. In the event the School District and the City determine there is a need for an additional assignment, the City shall provide an additional SRO under the same terms and conditions as described herein. The cost to the School District for any additional SRO shall be prorated on a per month per officer basis for the remainder of the City's Fiscal Year. The pro-rated amount shall apply to any partial budget year upon enactment of this Agreement as well.

ARTICLE VI

CHANGES TO AGREEMENT

Changes in the terms of this Agreement may be accomplished only by formal amendment in writing approved by both the City and the School District.

ARTICLE VII

PROBLEM RESOLUTION

Unforeseen difficulties or questions shall be resolved by negotiation between the Superintendent of the School District and the Chief of Police of the City, or their designees.

ARTICLE VIII

TERMINATION OF AGREEMENT

This Agreement shall thereafter automatically extend and renew for additional one-year periods, as discussed in Article I above, unless written notice of intent to terminate the Agreement is given by either party at least ninety (90) days in advance of termination, except that both entities may mutually agree to terminate this Interlocal Agreement without ninety (90) days advance notice if approved by The Colony City Council and the Little Elm Independent School District Board of Trustees. Notice shall be given to the Parties at the following addresses:

If to City:

Chief of Police
City of The Colony
5151 North Colony Boulevard
The Colony, Texas 75056

If to School District: Superintendent of Schools

Little Elm Independent School District
PO Box 6000
200 Lobo Lane
Little Elm, Texas 75068

Termination of this Agreement may only be accomplished as provided herein.

In the event this Agreement is terminated, compensation shall be made to the City for all services performed to the date of termination.

ARTICLE IX GENERAL

PROVISIONS

A. This Agreement contains the entire agreement of the parties and supersedes any prior agreements and negotiations. No verbal or other written promises or representations not specifically reduced to writing and contained herein shall be effective or binding. No modification, amendment, waiver or change of any provision herein shall be effective unless reduced to writing and approved by the governing body of both parties hereto.

B. This Agreement is performable in Denton County, Texas, and exclusive venue for any dispute between the parties shall be a court of competent jurisdiction in Denton County. This Agreement is governed by and construed according to the laws of the State of Texas.

C. This Agreement is not assignable by either party, and shall be binding on the parties, their officers and employees, and any successors in interest.

D. This Agreement is effective only when signed and approved by both parties.

AGREED TO:

CITY OF THE COLONY, TEXAS

Joe McCourry, Mayor

LITTLE ELM ISD

ATTEST:

Tina Stewart, City Secretary

ATTEST:

DATE SIGNED:

DATE SIGNED:

SRO Fees Proposed for 2018-2019

Town of Little Elm	2016-2017	2017-2018	Proposed 2018-2019	
Current Contract:				Proposed contract:
4 officers & 1 sergeant (75% salaries & benefits)	326,241.00	326,241.00	475,940.68	5 officers & 1 sergeant
2 fully equipped police vehicles	91,276.00	-	57,700.00	2.5 vehicles
Training	11,565.00	11,565.00	15,000.00	training 6 officers @ \$2,500 ea
iPhones 2 SROs	928.26	1,235.04	2,500.00	Estimate
Total Cost	430,010.26	339,041.04	551,140.68	
Quarterly Payments Jul, Oct, Jan, Apr	107,502.57	84,760.26	137,785.17	

City of The Colony	2016-2017	2017-2018	Proposed 2018-2019	
1 officer (50% salaries & benefits)	48,020.00	49,054.00	76,722.46	Increased to 75%
3 Payments Due Dec, Mar, Jun	16,006.67	16,351.33	19,180.62	Due Jan, Apr, Jul & Oct

Oak Point	Proposed 2018-2019
1 officer (75% salaries & benefits)	60,000.00
Travel & training	2,600.00
Vehicle Lease Payment	7,000.00
Total Cost	69,600.00
Quarterly Payments Due Jul, Oct, Jan, Apr	17,400.00

Total SRO Costs	2016-2017	2017-2018	Proposed 2018-2019	Proposed vs Prior Year
Town of Little Elm	430,010.26	339,041.04	551,140.68	212,099.64
City of The Colony	48,020.00	49,054.00	76,722.46	27,668.46
Oak Point			69,600.00	69,600.00
Total Cost	478,030.26	388,095.04	697,463.14	309,368.10

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 05-21-2018	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	BOARD POLICY GKB (Local) - Update and CW (Local)				
Presenter or Contact Person:	Ross Roberts, Deputy Superintendent				
Policy/Code:	GKB(Local) and CW (Local)				
Summary:	Community Relations - Advertising and Fundraising				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	GKB (Local) Draft and CW (Local) Draft				
Recommendation:	The Administration recommends the Board approve GKB(Local) and CW (Local) as submitted.				
Motion:	I move the Board approve GKB(Local) and CW (Local) as submitted.				

COMMUNITY RELATIONS
ADVERTISING AND FUNDRAISING

GKB
(LOCAL)

**Promotional
Activities**

District facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee.

[For information relating to nonschool use of facilities, see GKD.]

Advertising

For purposes of this policy, "advertising" shall mean a communication designed to attract attention or patronage by the public or school community and communicated through means under the control of the District in exchange for consideration to the District. "Advertising" does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or school support organizations.

Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. The District shall also reserve the right to reject advertising that is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum, as well as any content the District determines has a reasonable likelihood of exposing the District to controversy, litigation, or disruption.

The District shall not accept paid political advertising.

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District's formal procurement process.

[For information relating to school-sponsored publications, see FMA.] Sponsorships, Contracts, and Other Agreements

The following guidelines shall apply for sponsorships, contracts, and other promotional agreements proposed to the District:

1. Only the Superintendent and the Superintendent's designee shall have authority to bind the District to any agreement. "Agreement" is hereby defined to be and include any written contract, understanding, arrangement, agreement, or otherwise, by or between any individual, group, or organization employed by and/or affiliated in any way with the District, and any individual, group, organization, or entity of any character, regardless of whether for charitable, non-profit or for-profit, that involves any property or property rights of the District whether real or personal, tangible or intangible, including but not limited to:

- a. Advertising;
- b. Sponsorship;
- c. Promotions;
- d. Use of logos;
- e. Use or occupancy of, or access to, physical facilities;
- f. Access (either in person or via written, electronic, telephonic means) to students and/or their families or employees and/or their families; or
- g. Taping, filming, photographing, recording, and/or broadcasting of any activity or event.

The agreement shall also entail a promise, obligation or commitment of the District and/or any person, organization, or other group or entity affiliated with the District, to any course of action or inaction in exchange for any consideration whatsoever, irrespective of whether the consideration is money, goods, services, discounts, exclusivity, preferential treatment, or otherwise. [See CDB, CH, DGA, FM, GBBA, GKD, GKDA]

- 2. All agreements must be in writing. The District shall not be bound by any oral agreement. Regardless of whether or not the receipt or expenditure of funds is involved, agreements that obligate the District to any course of action or allow access to District facilities, employees, or students, must be provided to the office of the Associate Superintendent and shall be subject to review and approval by the Superintendent or designee.
- 3. All proposed agreements shall be submitted in advance to the office of the Associate Superintendent without exception. If, in the opinion of the Superintendent or designee, the agreement requires legal review, such review shall be obtained prior to the execution of the agreement.
- 4. Prior approval by the Superintendent shall be required for any agreement: (a) providing exclusive rights; (b) with a duration in excess of three years; and/or (c) with an indicated value in excess of \$20,000 per year. Such agreements shall be of no force and effect until approved by the Superintendent. All other agreements must be approved by the Superintendent or designee.
- 5. Prior approval by the Superintendent shall be required for any advertising agreement providing temporary naming rights of an area, such as the athletic field or an entrance at the Little

Advertising
Acceptance

Elm Athletic Complex, to reflect the name of the advertiser's business. The agreement must specify how the area will be officially referred to by the District and that the naming right for the area is solely for the duration of the agreement period.

From time to time, the District shall offer opportunities to businesses and community groups to advertise on District property or in District publications. By allowing advertising, the District does not intend to open a forum for indiscriminate use or expressive activity by the general public, but instead to create a limited opportunity for true commercial advertisement by community entities, as well as an opportunity to raise additional funds for use by the District. By accepting any advertisement, the District does not intend to, and specifically disavows an intent to endorse the entity submitting the advertisement, the entity's products, or any viewpoints associated with that entity. To avoid any appearance of endorsement, any advertisements on District property will be for a limited period of time not to exceed three years under most circumstances. The Superintendent or designee may waive this requirement under unique circumstances.

The District retains the ability to stop allowing advertising in any specific forum.

Approval Procedures

The District shall maintain authority for approving advertising as follows:

1. The design, layout, configuration, and content of all advertisements shall be subject to the District's prior written approval.
2. The District shall notify any entity in writing within 15 days after submission if any proposed advertisement is unacceptable to the District.
3. The entity shall then have ten days following receipt of the District's notice within which to submit an acceptable advertisement to the District unless a greater period of time is agreed upon between the District and the entity.
4. If the entity fails to submit an acceptable advertisement within the foregoing time limitations, the District shall not be liable for the refusal or failure to display the proposed advertisement.

Standards of
Approval

All advertisements shall be reasonably consistent with the theme of the forum and the District.

The District shall have the right to disapprove any advertisements if the District determines in good faith that the proposed advertisement:

1. Is of substandard technical quality;
2. Does not conform to any specifications set forth by the District;
3. Does not consist only of words, slogans, logos, or designs constituting the entity's trademarks or service marks (whether or not registered);
4. Does not comply with applicable government standards or regulations or with the District's rules, regulations, or policies; or
5. Is in bad taste or otherwise reasonably objectionable.

Without limiting the generality of the foregoing, the following types of statements and practices shall not be used in any advertisements displayed on District property or in any District publications:

1. False or unwarranted claims;
2. Infringements of any other persons' rights through plagiarism, unfair imitation of another person's program, idea, or copy, or any other unfair competition;
3. Disparagement of a competitor or of a competitor's products or services;
4. Advertisements of lotteries, "drawing contests," or any other contests that do not conform to applicable legal requirements or in which the public is unfairly treated;
5. Slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matter, either in theme or in treatment;
6. Ambiguous statements that may be misleading to the audience;
7. Advertising of price, unless first approved in writing by the District;
8. Appeals for funds;
9. Testimonials that cannot be authenticated;
10. Advertisements that describe any internal bodily functions or symptomatic results of internal disturbances or that refer to matters that are not considered acceptable topics in social groups;
11. Announcements of programs that are prejudicial to the public interest, to the interest of the District, or to legitimate advertising or reputable business in general;

COMMUNITY RELATIONS
ADVERTISING AND FUNDRAISING

GKB
(LOCAL)

12. Defamatory statements about the District or any other public or political figure or entity;

13. Promotions containing alcohol or tobacco products;

14. Subjects that would be disruptive to or inconsistent with the educational purpose of the District; or

15. Advertisements that would prevent the District from maintaining a position of neutrality on political and religious issues, or would create an appearance of favoritism on said issues.

As noted above, the District provides advertisement opportunities to community entities to raise funds for the District, and not to open a forum for indiscriminate use or expressive activity by the general public. Accordingly, the District also retains the right to reject proposed advertisements if, in good faith, the District deems it necessary to avoid disruption, controversy, and expensive litigation that might arise from community members seeking to remove the advertisement.

[For information relating to school-sponsored publications, see FMA.]

NAMING FACILITIES

CW
(LOCAL)

Guidelines

Named for a Person

The Board shall have complete authority and responsibility for the permanent naming of District facilities.

Regarding the temporary naming of areas, such as the athletic field or entrance at the Little Elm ISD Athletic Complex, based on an advertising agreement, see policy GKB (LOCAL).

The term "facility" shall refer to a new or existing school or District-wide complex owned and operated by the District. The term "portion of a facility" shall include a building, library, media center, auditorium, performing arts center, gymnasium, athletic field, or other portion of a school or support complex or property owned and/or operated by the District. A portion of a facility shall not include individual classrooms.

The following guidelines shall govern the permanent naming or re-naming of new or existing District-owned facilities or portions of facilities. A facility or portion of a facility may be named for a person; in honor of an historic event or place; a subdivision or geographic area; or for a major donor.

The Board shall consider naming a facility or a portion of a facility for a person who meets the following criteria, as applicable:

1. The person has made or is making significant contributions to the District and represents virtues or characteristics that serve as a role model to students, staff, and the community.
2. The person has made or is making significant contributions to public education and has a significant connection to the District as a student, an alumnus, a staff member, an administrator, a donor, or a supporter.
3. The person has made substantial contributions to his or her field of endeavor or to society in general.
4. A facility may be named for a person who has made significant contributions during his or her term as a member of the District's Board of Trustees and who is not a current member of the Board at the time a decision on the naming of a facility is under consideration.
5. A facility may be named for a person who has worked in the District if the person has been in education for at least 20 years, has been a distinguished District employee for at least ten years, and is retired or deceased.
6. A portion of a facility, such as a library, an auditorium, or a gymnasium, may be named for a person who has worked in

NAMING FACILITIES

CW
(LOCAL)

	<p><u>the District if the person has been a distinguished District employee for ten years, and is retired or deceased.</u></p> <p><u>7. A name may be reused for facility naming purposes in the event a facility is consolidated or demolished.</u></p> <p><u>Extensive research shall be conducted on a proposed honoree before a final decision is made regarding naming a facility or portion of a facility for a person.</u></p>
<u>Named for Event or Place, Subdivision, or Geographic Area</u>	<p><u>The Board shall consider naming a facility or portion of a facility in honor of an event or place, subdivision, or geographic area subject to the following:</u></p> <ol style="list-style-type: none"><u>1. If more than one community will be served by a particular facility, the facility shall receive a "neutral" name.</u><u>2. A facility named for an historic event shall have major significance to the District, the city of Little Elm (or other municipality served by the ISD), or the state of Texas.</u>
<u>Named for a Major Donor</u>	<p><u>The Board shall consider naming a facility or portion of a facility in honor of a major donor. Specific District guidelines shall be developed for corporate or individual sponsorship of schools. The guidelines shall specify required levels of monetary or in-kind donations, as well as appropriateness of the sponsor.</u></p>
<u>Recommendation Process for Naming New and Existing Facilities</u>	<p><u>Except in circumstances where a new or existing facility may be named for a major donor, the Board may request the Superintendent to solicit names for a specific facility and direct the Superintendent to form a committee for the purpose of proposing a name.</u></p>
<u>Nominations</u>	<p><u>A person who wishes to submit a name for consideration should identify the facility and provide a clear, concise explanation of why the name should be honored. Supplemental materials such as news clippings, letters of recommendation, and other printed resources may be submitted along with the nomination.</u></p> <p><u>Nominations may be made by letter or by using the form available from the District. Nominations should be submitted by mail or e-mail to the Board.</u></p>
<u>Selection Committee</u>	<p><u>The selection committee shall be comprised of at least two Board members appointed by the Board President, the site administrator (if identified), and two parents from the attendance zone involved (if the facility is a school) or two parents from the District Improvement Committee. The committee shall be chaired by the Superintendent or designee.</u></p>
<u>Public Forum</u>	<p><u>The committee shall review all submitted names and supporting documentation and shall conduct background research to deter-</u></p>

NAMING FACILITIES

CW
(LOCAL)

	<p>mine whether the names meet the requirements of this policy. The committee shall schedule a public forum to solicit input on the selected name and shall reconvene after the public meeting to consider the information received.</p> <p>The public forum shall be held in a District facility near the location of the facility to be named or at the District's administration building.</p>
Recommendation	<p>If there is evidence of adequate support from the public for a specific name, or in the absence of credible opposition to the name, the committee shall submit the name to the Board for its consideration. If public support is not evident during the public forum, the committee may choose to consider another name.</p> <p>The committee shall select a name to be recommended to the Board through decision-making consensus. Decision-making consensus is defined as the apparent preference after each committee member has had an opportunity to participate in the discussion.</p>
Recommendation Process for Naming a Portion of a Facility	<p>Except in circumstances where a portion of a facility may be named for a major donor, the Board may request the Superintendent to solicit names for a specific facility and direct the Superintendent to form a committee for the purpose of proposing a name.</p>
Nominations	<p>A person who wishes to submit a name for consideration should identify the portion of the facility and provide a clear, concise explanation of why the name should be honored. Supplemental materials such as news clippings, letters of recommendation, and other printed resources may be submitted along with the nomination.</p> <p>Nominations may be made by letter or by using the form available from the District or from the Board's Web page. Nominations should be submitted by mail or e-mail to the Board.</p>
Selection Committee	<p>The selection committee shall be comprised of at least two members of the Superintendent's cabinet (appointed by the Superintendent), the site administrator, and two parents from the attendance zone involved (if the facility is a part of a school) or two parents from the district at large. In addition, the selection committee may include one or more members of the Board appointed by the Board President as long as a quorum is not created or present. The committee shall be chaired by the Superintendent or designee.</p>
Recommendation	<p>The committee shall review all submitted names and supporting documentation and shall conduct background research to determine whether the names meet the requirements of this policy.</p> <p>If there is evidence of adequate support from the public for a specific name, or in the absence of credible opposition to the name,</p>

NAMING FACILITIES

CW
(LOCAL)

Recommendation
Process for
Programmatic
Renaming

the committee shall submit the name to the Board for its consideration.

The committee shall select a name to be recommended to the Board through decision-making consensus. Decision-making consensus is defined as the apparent preference after each committee member has had an opportunity to participate in the discussion.

A facility or portion of a facility may be renamed based on a programmatic change if the new name would not affect the namesake of the facility or portion of the facility. This type of name change would only require the recommendation of the Superintendent's Cabinet. For example, if a library had been named after an individual, such as the John Doe Library, and the term for "library" changed to "media center," a recommendation could be made for the name to be changed to the John Doe Media Center.

The Board may name a District facility:

1. To reflect the name of the residential community or communities the facility serves.
2. After a local geographic area or feature, or after a local municipality.
3. After an individual who has made a significant contribution to the field of education or to society as a whole, and whose name lends prestige and status to an institution of learning. If a facility is to be named after an individual, written permission from that person or his or her estate must be received.

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Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-21-2018	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	FINANCIAL REPORTS – MARCH 2018				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	Board Legal Status Powers and Duties – BAA (LOCAL) Annual Operating Budget – CE (LOCAL)				
Summary:	Monthly financial reports prepared by Business Services Department				
Financial Implications:	Increase in General Fund revenues and increase in appropriate expenditure budgets				
Attachments:	1) Budget Amendments 2) Information – Miscellaneous Business Office Reports Monthly Fund Balance Comparison Statement of Unaudited Revenue and Expenditures Cash Flow Statements Bank Reconciliations Investment Report Fund Summary of Revenue and Expenditures Tax Collection Report Construction Report				
Recommendation:	The Administration recommends approval of the March 2018 Financial Reports as presented.				
Motion:	I move that the Board approve the March 2018 Financial Reports as presented.				

Little Elm Independent School District
General Fund
Budget Amendments
May 2018

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	199	11	3,970	13	3,970	041		Reallocate funds to cover travel to CAMT conference.
2	199	23	333	36	333	041		Reallocate funds to cover purchase of choir dresses.
3	199	11	765	23	810	041		Reallocate funds to purchase furniture and equipment.
		12	35					
		13	10					
4	199	11	1,603	13	1,899	041		Reallocate funds to cover costs for substitute teachers, teacher travel and furniture and equipment purchases.
		31	634	23	338			
5	199	31	347	11	2,582	041		Reallocate funds to purchase classroom supplies.
		33	235					
		34	2,000					
6	199	00	10	11	10	041		Budget for art classroom fees.
7	199	11	600	36	600	042		Reallocate funds to cover cost of judges and piano accompaniment for band.
8	199	11	1,000	13	2,000	042		Reallocate funds to cover teacher travel to Model Schools Conference.
		23	1,000					
9	199	36	600	11	600	042		Reallocate funds to purchase music supplies.
10	199	13	146	11	1,446	103		Reallocate funds to purchase maker space furniture.
		31	1,300					
11	199	36	640	23	640	104		Reallocate funds to cover staff luncheon.
11	199	13	481	11	481	105		Reallocate funds to cover classroom supply orders.

Little Elm Independent School District
General Fund
Budget Amendments
May 2018

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
12	199	13	1,000	11	1,000	105		Reallocate funds to cover classroom supply purchases for ESL/Bilingual program.
13	199	13	91	11	110	105		Reallocate funds to cover classroom supply orders.
		31	19					
14	199	11	432	13	432	105		Reallocate funds to cover purchase of staff development reading materials.
15	199	31	211	33	211	108		Reallocate funds to purchase supplies for nurse's office.
16	199	13	22,400	36	1,000	701		Reallocate funds to cover athletic equipment purchases and administrative office furniture and supplies.
				41	21,400			
17	199	21	4,753	11	4,753	821		Reallocate funds to cover purchase of STEM supplies.
18	199	21	24,000	11	24,000	821		Reallocate funds to cover purchase of STEM supplies.
19	199	13	18,537	11	18,537	821		Reallocate funds to cover purchase of STEM supplies.
20	199	13	1,200	11	1,200	821		Reallocate funds to cover Snap and Read renewal.
21	199	11	5,000	13	5,000	821		Reallocate funds to cover AVID summer training.
22	199	11	1,400	13	1,400	821		Reallocate funds to cover AVID summer training.
23	199	21	2,231	13	2,231	821		Reallocate funds to cover AVID summer training.
24	199	11	41,463	51	33,122	Var		Reallocate funds to cover payroll adjustments.
				53	8,341			
25	199	00	1,536,000	00	1,039,000	000	1,536,000	Budget for higher than anticipated local and federal revenue.
				00	497,000			

Little Elm Independent School District
General Fund
Budget Amendments
May 2018

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
26	199	00	115,000	52	115,000	857	(115,000)	Budget for traffic control fees for High School and increase in SRO fees related to contracts pending board approval to cover service for July and August. Increase in fees include salaries for 2 new SROs and additional police vehicle.
27	196	00	25,703	52	25,703	857	(25,703)	Budget for purchase and installation of safety and security door window covers.
28	196	00	57,488	52	73,361	857	(57,488)	Budget for purchase of District 2-way radios.
		23	15,000					
		35	873					
29	196	00	153,866	52	153,866	857	(153,866)	Purchase and install cameras and key FOBs at various campuses. Also purchase video server for cameras.
30	196	00	130,606	53	130,606	826	(130,606)	Budget for installation of upgraded Wifi access at Athletic Complex.
31	196 199	00	170,142	53	170,142	826	(170,142)	Budget for upgrade to existing firewall to 10 Gbps.
32	197	00	57,335	51	57,335	996	(57,335)	Budget for new marquee located on Eldorado Parkway in front of Athletic Complex.
33	199	00	12,000	99	12,000	999	(12,000)	Budget for higher than anticipated Denton County Appraisal District fees due to increase in appraised property values.
34	197	00	360,595	00	360,595	000		Budget for additional insurance proceeds received for March 2017 hail damage to roofs.
Total			2,773,054		2,773,054		813,860	

Little Elm Independent School District
2017-2018 Fund Balance Comparison
as of March 31, 2018

Page 1 of 2

GENERAL FUND

1XX

CONTROL CODES	REVENUES	ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET
5700	LOCAL	43,105,258	27,021	43,132,279
5800	STATE	22,354,908		22,354,908
5900	FEDERAL	1,250,000		1,250,000
		66,710,166	27,021	66,737,187
Expenditures				
11	Instruction	37,897,885	(22,364)	37,875,521
12	Library Services	691,292		691,292
13	Staff Development	1,439,922	(2,156)	1,437,766
21	Instructional Admin	1,139,214	(75)	1,139,139
23	Campus Administration	4,052,137	1,000	4,053,137
31	Guidance & Counseling	1,918,897	(1,085)	1,917,812
32	Attendance & Social Services	31,300		31,300
33	Health Services	556,938		556,938
34	Student Transportation	2,124,715		2,124,715
35	Food Services	112,669		112,669
36	Co-curricular Activities	2,054,061	23,503	2,077,564
41	General Administration	3,257,283	5,000	3,262,283
51	Plant Maintenance	6,846,438		6,846,438
52	Security	1,157,152	23,198	1,180,350
53	Data Processing	1,395,049		1,395,049
61	Community Services	42,502		42,502
71	Debt Services	1,404,700		1,404,700
81	Facilities	1,269,725		1,269,725
91	Contracted Instr Between Schools	500,000		500,000
95	Payments to JUV Justice Alt	40,000		40,000
99	Intergovernmental Charges	325,000		325,000
	TOTAL EXPENDITURES	68,256,879	27,021	68,283,900
00	Other Resources	1,991,419		1,991,419
00	Other Uses	(1,997,419)		(1,997,419)
	FUND BALANCE 08/31/17	27,786,140	-	27,786,140
	EST FUND BALANCE	26,233,427	-	26,233,427

DEBT SERVICE FUND

511

ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET
13,740,450		13,740,450
-		-
-		-
13,740,450	-	13,740,450
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
11,984,037		11,984,037
-		-
-		-
-		-
-		-
11,984,037	-	11,984,037
-		-
-		-
4,472,752		4,472,752
6,229,165	-	6,229,165

FOOD SERVICE FUND					CHILD CARE		
		240			720		
CONTROL CODES	REVENUES	ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET	ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET
5700	LOCAL	1,548,000		1,548,000	617,385		617,385
5800	STATE	19,000		19,000	-		-
5900	FEDERAL	2,157,775		2,157,775	-		-
		3,724,775	-	3,724,775	617,385	-	617,385
Expenditures							
11	Instruction	-		-	-		-
12	Library Services	-		-	-		-
13	Staff Development	-		-	-		-
21	Instructional Admin	-		-	-		-
23	Campus Administration	-		-	-		-
31	Guidance & Counseling	-		-	-		-
32	Attendance & Social Services	-		-	-		-
33	Health Services	-		-	-		-
34	Student Transportation	-		-	-		-
35	Food Services	3,826,691		3,826,691	-		-
36	Co-curricular Activities	-		-	-		-
41	General Administration	-		-	-		-
51	Plant Maintenance	-		-	-		-
52	Security	-		-	-		-
53	Data Processing	-		-	-		-
61	Community Services	-		-	610,678		610,678
71	Debt Services	-		-	-		-
81	Facilities	-		-	-		-
91	Contracted Instr Between Schools	-		-	-		-
95	Payments to JUV Justice Alt	-		-	-		-
99	Intergovernmental Charges	-		-	-		-
	TOTAL EXPENDITURES	3,826,691	-	3,826,691	610,678	-	610,678
FUND BALANCE 08/31/17		1,228,808		1,228,808	84,017		84,017
EST FUND BALANCE		1,126,892	-	1,126,892	90,724	-	90,724

Little Elm Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual
As of March 31, 2018

GENERAL FUND
Fund 1XX

CONTROL CODES	REVENUES	2017-2018 Approved Budget	PERIOD RECEIPTS/ EXPENDITURES	Y-T-D RECEIVED/ ENC + EXP	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT TO TOTAL	PERCENT OF YEAR ELAPSED
5700	LOCAL	43,132,279.00	677,239.41	45,260,074.27	2,127,795.27	104.93%	58%
5800	STATE	22,354,908.00	360,111.60	10,488,220.96	(11,866,687.04)	46.92%	58%
5900	FEDERAL	1,250,000.00	38,960.93	1,726,507.28	476,507.28	138.12%	58%
TOTAL REVENUES		66,737,187.00	1,076,311.94	57,474,802.51	(9,262,384.49)	86.12%	58%
EXPENDITURES							
0011	Instruction	37,875,521.00	3,015,761.28	24,323,717.07	13,551,803.93	64.22%	58%
0012	Library Services	691,292.00	52,455.87	461,578.74	229,713.26	66.77%	58%
0013	Curriculum & Staff Development	1,437,766.00	78,632.40	846,021.37	591,744.63	58.84%	58%
0021	Instructional Leadership	1,139,139.00	65,276.68	617,649.72	521,489.28	54.22%	58%
0023	School Leadership	4,053,137.00	336,057.64	2,392,150.05	1,660,986.95	59.02%	58%
0031	Guidance & Counseling	1,917,812.00	143,409.05	1,040,764.33	877,047.67	54.27%	58%
0032	Social Work Services	31,300.00	-	30,300.00	1,000.00	96.81%	58%
0033	Health Services	556,938.00	45,653.20	359,714.95	197,223.05	64.59%	58%
0034	Student Transportation	2,124,715.00	194,598.81	926,863.61	1,197,851.39	43.62%	58%
0035	Food Services	112,669.00	8,304.68	60,523.78	52,145.22	53.72%	58%
0036	Co-curricular Activities	2,077,564.00	164,737.33	1,284,953.01	792,610.99	61.85%	58%
0041	General Administration	3,262,283.00	239,542.64	1,999,992.99	1,262,290.01	61.31%	58%
0051	Plant Maintenance	6,846,438.00	614,042.71	3,755,556.14	3,090,881.86	54.85%	58%
0052	Security & Monitoring	1,180,350.00	83,489.30	639,895.45	540,454.55	54.21%	58%
0053	Data Processing	1,395,049.00	93,478.32	828,037.55	567,011.45	59.36%	58%
0061	Community Service	42,502.00	2,764.60	19,528.38	22,973.62	45.95%	58%
0071	Debt Services	1,404,700.00	171,543.39	1,129,897.32	274,802.68	80.44%	58%
0081	Facility Acquisition	1,269,725.00	39,832.70	627,966.51	641,758.49	49.46%	58%
0091	Contracted Instr Between Schools	500,000.00	-	-	500,000.00	0.00%	58%
0095	Pmt to Juvenile Justice	40,000.00	3,026.00	14,863.00	25,137.00	37.16%	58%
0099	Intergovernmental Charges	325,000.00	84,966.90	246,066.15	78,933.85	75.71%	58%
TOTAL EXPENDITURES		68,283,900.00	5,437,573.50	41,606,040.12	26,677,859.88	60.93%	58%
OPERATING TRANSFERS							
7910	Other Resources	1,991,419.00	40,858.14	2,032,277.01			
8910	Other Uses	(1,997,419.00)	-	(6,000.00)			
TOTAL OPERATING TRANSFERS		(6,000.00)	40,858.14	2,026,277.01			
0100	Fund Balance 08/31/17	27,786,140.00	-	27,786,140.00			
3000	Year to Date Fund Bal. (unaudited)	26,233,427.00		45,681,179.40			

	September	October	November	December	January	February	March	April	May	June	July	August	TOTAL
	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	Actual	
Beginning Cash Balance in Bank	22,788,523.18	22,717,642.52	21,046,012.77	21,327,187.11	38,740,832.60	48,332,474.41	47,448,059.37	-	-	-	-	-	22,788,523.18
RECEIPTS													
Tax Collections	81,358.76	300,467.91	2,260,505.84	22,080,109.89	14,472,131.40	4,384,067.20	642,280.73	-	-	-	-	-	44,220,921.73
Interest	5,526.28	5,735.36	5,412.59	7,958.66	14,613.30	14,230.61	14,237.57	-	-	-	-	-	67,714.37
Other Local Revenue	379,193.84	250,231.28	442,079.08	155,986.17	158,642.69	136,935.84	252,595.36	-	-	-	-	-	1,775,664.26
State Revenue - Available School	-	241,945.00	137,042.00	141,285.00	50,294.00	50,294.00	139,894.00	-	-	-	-	-	760,754.00
State Revenue - Foundation	6,692,464.00	3,483,207.00	1,829,768.00	-	-	-	-	-	-	-	-	-	12,005,439.00
State Revenue - Debt Service	-	-	-	333,355.00	-	-	-	-	-	-	-	-	333,355.00
State Revenue - Misc	-	235,064.39	7,220.72	174,742.45	5,415.00	-	-	-	-	-	-	-	422,442.56
MAC Receipts/SHARS	20,154.39	11,591.23	1,049,216.41	41,060.70	10,612.83	27,891.65	38,960.93	-	-	-	-	-	1,199,488.14
Federal Program Revenue	81,994.67	193,035.28	107,917.14	473,441.19	62,551.42	505,891.46	163,056.84	-	-	-	-	-	1,587,888.00
Federal Program Revenue 240	128,948.52	221,206.79	220,606.41	195,380.77	148,393.02	193,315.67	216,344.01	-	-	-	-	-	1,324,195.19
Lunch Revenue - local 240	159,841.51	189,172.62	170,337.67	131,385.47	145,982.90	174,383.23	150,575.25	-	-	-	-	-	1,121,678.65
Payroll Deposits	1,720.55	1,370.02	1,454.40	1,059.02	1,574.30	351.00	-	-	-	-	-	-	7,529.29
Proceeds Land Sale	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	7,551,202.52	5,133,026.88	6,231,560.26	23,735,764.32	15,070,210.86	5,487,360.66	1,617,944.69	-	-	-	-	-	64,827,070.19
DISBURSEMENTS													
Payroll Checks	2,821,783.56	2,849,141.91	2,904,159.19	2,904,602.07	2,833,954.14	2,935,110.79	2,958,353.22	-	-	-	-	-	20,207,104.88
Accounts Payable Checks	4,028,994.10	2,735,224.27	1,820,209.09	1,855,056.76	1,442,631.02	2,289,169.19	1,355,918.24	-	-	-	-	-	15,527,202.67
TRS Deposit	352,183.88	803,357.51	805,528.32	807,024.40	795,355.20	794,239.39	795,224.56	-	-	-	-	-	5,152,913.26
IRS Deposit	418,682.14	416,259.44	420,446.32	421,929.60	406,628.69	353,184.08	353,934.20	-	-	-	-	-	2,791,064.47
Bank Charges/ NSF's/Bk Trans	439.50	673.50	43.00	151.00	-	72.25	880.00	-	-	-	-	-	2,259.25
Total Expenditures	7,622,083.18	6,804,656.63	5,950,385.92	5,988,763.83	5,478,569.05	6,371,775.70	5,464,310.22	-	-	-	-	-	43,680,544.53
Cash to TEA	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Transferred to Debt Service	-	-	-	333,355.00	-	-	-	-	-	-	-	-	333,355.00
Transfers to Investment Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	7,622,083.18	6,804,656.63	5,950,385.92	6,322,118.83	5,478,569.05	6,371,775.70	5,464,310.22	-	-	-	-	-	44,013,899.53
Net Change in Cash	(70,880.66)	(1,671,629.75)	281,174.34	17,413,645.49	9,59								

**Little Elm Independent School District
Debt Service Cash Flow Statement
FY 2017-2018**

	September Actual	October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	June Actual	July Actual	August Actual	TOTAL
<i>Beginning Cash Balance in Bank</i>	115,183.17	142,249.48	235,236.77	962,912.49	6,320,557.21	1,396,285.52	293,302.34	-	-	-	-	-	115,183.17
RECEIPTS													
Tax Collections	27,023.52	92,927.35	727,469.89	7,023,262.41	4,575,122.99	1,396,608.53	213,096.13	-	-	-	-	-	14,055,510.82
Interest	42.79	59.94	205.83	1,027.31	605.32	408.29	137.66	-	-	-	-	-	2,487.14
Bond Refunding	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General Operating	-	-	-	333,355.00	-	-	-	-	-	-	-	-	333,355.00
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	27,066.31	92,987.29	727,675.72	7,357,644.72	4,575,728.31	1,397,016.82	213,233.79	-	-	-	-	-	14,391,352.96
DISBURSEMENTS													
Bank Charges/ NSF's/Bk Trans	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers to Investment Accounts	-	-	-	2,000,000.00	9,500,000.00	2,500,000.00	-	-	-	-	-	-	14,000,000.00
Transfer to General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	-	-	-	2,000,000.00	9,500,000.00	2,500,000.00	-	-	-	-	-	-	14,000,000.00
Net Change in Cash	27,066.31	92,987.29	727,675.72	5,357,644.72	(4,924,271.69)	(1,102,983.18)	213,233.79	-	-	-	-	-	391,352.96
Ending Cash Balance in bank	142,249.48	235,236.77	962,912.49	6,320,557.21	1,396,285.52	293,302.34	506,536.13	-	-	-	-	-	506,536.13
Beginning Cash Balance TexPool	4,347,391.34	4,351,018.70	4,354,831.48	4,358,591.91	6,363,844.45	15,879,556.46	15,665,088.97	-	-	-	-	-	4,347,391.34
Interest Earned TexPool	3,627.36	3,812.78	3,760.43	5,252.54	15,712.01	16,148.15	20,163.78	-	-	-	-	-	68,477.05
Transfers in	-	-	-	2,000,000.00	9,500,000.00	2,500,000.00	-	-	-	-	-	-	14,000,000.00
Transfers out	-	-	-	-	-	(2,730,615.64)	-	-	-	-	-	-	(2,730,615.64)
Ending Cash Balance Invested	4,351,018.70	4,354,831.48	4,358,591.91	6,363,844.45	15,879,556.46	15,665,088.97	15,685,252.75	-	-	-	-	-	15,685,252.75
TOTAL CASH AVAILABLE	4,493,268.18	4,590,068.25	5,321,504.40	12,684,401.66	17,275,841.98	15,958,391.31	16,191,788.88	-	-	-	-	-	16,191,788.88

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
Cash and Investments Reconciliation
as of March 31, 2018

Operating Fund:

Balance per bank	43,601,693.84
Add: Texas Class/MBIA	5,419,292.83
Lone Star	12,439,104.24
TexStar	1,402,286.21
Add: Deposits in Transit	6,619.72
Taxes in Transit	49,469.99
Less: Outstanding Checks/Wires	(981,276.35)
Balance per Books	61,937,190.48

Interest & Sinking Fund:

Balance per bank	506,536.13
Add: Texpool	15,685,252.75
Add: Taxes in Transit	15,636.95
Less: Outstanding Checks	-
Balance per Books	16,207,425.83

Total Balance per Books	78,144,616.31
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LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: March 31, 2018

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/18	Lone Star		Investment Pool	12,421,266.95	100.0000%	100.0000%	0.0000%	12,421,266.95				
			Investment	-				12,421,266.95				
			Withdrawal	-				12,421,266.95				-
03/31/18			Interest	17,837.29			1.6900%	12,439,104.24			17,837.29	
				<u>12,439,104.24</u>				<u>12,439,104.24</u>			<u>17,837.29</u>	<u>-</u>

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/18	TexSTAR		Investment Pool	1,400,502.62	100.0000%	100.0000%	0.0000%	1,400,502.62				
			Investment	-				1,400,502.62				
			Withdrawal	-				1,400,502.62				-
03/31/18			Interest	1,783.59			1.4995%	1,402,286.21			1,783.59	
				<u>1,402,286.21</u>				<u>1,402,286.21</u>			<u>1,783.59</u>	<u>-</u>

Construction Fund 647

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/18	Texas CLASS		Investment Pool	5,536,688.93	100.0000%	100.0000%	0.0000%	5,536,688.93				
			Investment	-				5,536,688.93				
			Withdrawal	(125,482.65)				5,411,206.28				(125,482.65)
03/31/18			Interest	8,086.55			1.7500%	5,419,292.83			8,086.55	
				<u>5,419,292.83</u>				<u>5,419,292.83</u>			<u>8,086.55</u>	<u>(125,482.65)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: March 31, 2018

Debt Service Fund 511

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/18	TexPool		Investment Pool	15,665,088.97	100.0000%	100.0000%	0.0000%	15,665,088.97				
			Investment	-				15,665,088.97				
			Withdrawal	-				15,665,088.97				-
03/31/18			Interest	20,163.78			1.5156%	15,685,252.75			20,163.78	
				15,685,252.75				15,685,252.75			20,163.78	-

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/18
Accounting Period: 03

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	Fund: 1XX	%	Fund: 211	%	Fund: 224	%	Fund: 225	%
	General Operating		Title I-A Improving Basic		IDEA-B Formula (Spec Ed)		IDEA-B Pre-School (Spec Ed)	
Revenue Budget	68,728,606.00	100.00%	541,303.00	100.00%	927,304.00	100.00%	9,206.00	100.00%
Period Receipts	1,117,170.08		51,423.09		85,089.52		1,000.00	
Revenue Received to Date	59,507,079.52	86.58%	207,982.14	38.42%	432,309.69	46.62%	2,590.32	28.14%
Revenues Receivable:	9,221,526.48	13.42%	333,320.86	61.58%	494,994.31	53.38%	6,615.68	71.86%
Expenditure Budget	70,281,319.00	100.00%	541,303.00	100.00%	927,304.00	100.00%	9,206.00	100.00%
Period Expenditures	5,437,573.50		80,358.43		79,897.52		178.42	
Exp./Encumbrances to Date	41,612,040.12	59.21%	340,782.42	62.96%	598,868.34	64.58%	3,518.74	38.22%
Balance to Expend:	28,669,278.88	40.79%	200,520.58	37.04%	328,435.66	35.42%	5,687.26	61.78%
Actual Revenue Over (Under) Actual Expenditures & Encumbrances:	17,895,039.40		(132,800.28)		(166,558.65)		(928.42)	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/18
Accounting Period: 03

	Fund: 244	%	Fund: 255	%	Fund: 263	%	Fund 289	%
	Voc Ed Basic Grant		Title II TPTR		Title III, Part A LEP/Immigrant		Title IV, Part A Subpart 1	
Revenue Budget	44,717.00	100.00%	128,662.00	100.00%	166,630.00	100.00%	12,877.00	100.00%
Period Receipts	-		7,453.56		18,090.67		-	
Revenue Received to Date	23,319.96	52.15%	45,859.50	35.64%	64,280.30	38.58%	-	
Revenues Receivable:	21,397.04	47.85%	82,802.50	64.36%	102,349.70	61.42%	12,877.00	
Expenditure Budget	44,717.00	100.00%	128,662.00	100.00%	166,630.00	100.00%	12,480.00	100.00%
Period Expenditures	-		1,812.12		4,530.80		-	
Exp./Encumbrances to Date	30,550.41	68.32%	71,917.33	55.90%	91,361.02	54.83%	-	0.00%
Balance to Expend:	14,166.59	31.68%	56,744.67	44.10%	75,268.98	45.17%	12,480.00	
Actual Revenue Over (Under) Actual Expenditures:	(7,230.45)		(26,057.83)		(27,080.72)		-	

100

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/18
Accounting Period: 03

101

	Fund 289-02 %		Fund 410 %		Fund: 429 %		Fund: 240 %	
	LEP Summer School		Instructional Materials		State Special Revenue		Food Service	
Revenue Budget	9,497.00	100.00%	419,426.00	100.00%	-	100.00%	3,724,775.00	100.00%
Period Receipts			-		-		389,617.62	
Revenue Received to Date	9,497.00	100.00%	419,426.81	100.00%	-	#DIV/0!	2,473,320.93	66.40%
Revenues Receivable:	-		-	0.00%	-	#DIV/0!	1,251,454.07	33.60%
Expenditure Budget	-	100.00%	431,046.00	100.00%	-	100.00%	3,826,691.00	100.00%
Period Expenditures	-		4,381.80		-		386,262.41	
Exp./Encumbrances to Date	-	#DIV/0!	423,787.62	98.32%	-	#DIV/0!	2,365,096.03	61.81%
Balance to Expend:	-		7,258.38	1.68%	-	#DIV/0!	1,461,594.97	38.19%
Actual Revenue Over (Under)								
Actual Expenditures & Encumbrances:	9,497.00		(4,360.81)		-		108,224.90	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/18
Accounting Period: 03

	Fund: 511		Fund: 647		Fund: 720	
	%		%		%	
	Debt Service		2016 Bonds		Child Care	
Revenue Budget	13,740,450.00	100.00%	28,015,000.00	100.00%	617,385.00	100.00%
Period Receipts	199,573.59		8,086.55		51,633.23	
Revenue Received to Date	14,468,293.94	105.30%	28,272,844.98	100.92%	358,769.65	58.11%
Revenues Receivable:	-	0.00%	-	0.00%	258,615.35	41.89%
Expenditure Budget	11,984,037.00	100.00%	28,015,000.00	100.00%	610,678.00	100.00%
Period Expenditures	-		146,759.86		52,771.37	
Exp./Encumbrances to Date	2,731,425.64	22.79%	20,906,873.91	74.63%	364,640.59	59.71%
Balance to Expend:	9,252,611.36	77.21%	7,108,126.09	25.37%	246,037.41	40.29%
Actual Revenue Over (Under) Actual Expenditures & Encumbrances:	11,736,868.30		7,365,971.07		(5,870.94)	

Denton County
Monthly Collection Status Report
March 2018

Little Elm ISD

	Collections Month of March	Cumulative Total 10/1/17 thru 03/31/18	% of Tax Levy
Current Tax Year Collections			
Base M&O	365,001.17	43,400,997.37	98.16%
Base I&S	115,427.66	13,725,104.14	
Base I&S Bond	-	-	
P&I M&O	29,912.74	58,798.17	
P&I I&S	8,624.23	16,249.54	
P&I I&S Bond	-	-	
Attorney Fee	955.94	8,226.08	
Subtotal	<u>519,921.74</u>	<u>57,209,375.30</u>	98.30%
Delinquent TaxYears Collections			
Base M&O	115,169.49	597,945.60	
Base I&S	44,887.36	242,276.79	
Base I&S Bond	-	-	
P&I M&O	25,223.47	135,174.41	
P&I I&S	10,332.90	57,616.64	
P&I I&S Bond	-	-	
Attorney Fee	3,254.55	31,936.78	
Other*	-	-	
Subtotal	<u>198,867.77</u>	<u>1,064,950.22</u>	
Combined Current & Delinquent:			
Base M&O	480,170.66	43,998,942.97	
Base I&S	160,315.02	13,967,380.93	
Base I&S Bond	-	-	
P&I M&O	55,136.21	193,972.58	
P&I I&S	18,957.13	73,866.18	
Attorney Fee	4,210.49	40,162.86	
Other*	-	-	
Total Collections	<u><u>718,789.51</u></u>	<u><u>58,274,325.52</u></u>	
Original 2017 Tax Levy		<u><u>57,783,729.13</u></u>	
Current 2017 Tax Levy		<u><u>58,197,612.74</u></u>	

Denton County
Cumulative Comparative Collection Status Report
March 2018
Little Elm ISD

	Tax Year 2017 Collections thru March 2018	% of Tax Levy	Tax Year 2016 Collections thru March 2017	% of Tax Levy
Current Tax Year Collections				
Base M&O + I&S	57,126,101.51	98.16%	47,971,765.38	97.60%
P&I M&O + I&S	75,047.71		58,774.25	
Attorney Fee	8,226.08		678.37	
Subtotal	<u>57,209,375.30</u>	98.30%	<u>48,031,218.00</u>	97.72%
Delinquent Tax Years Collections				
Base M&O + I&S	840,222.39		82,812.43	
P&I M&O + I&S	192,791.05		30,066.70	
Attorney Fee	31,936.78		22,820.32	
Subtotal	<u>1,064,950.22</u>		<u>135,699.45</u>	
Combined Current & Delinquent:				
Base M&O + I&S	57,966,323.90		48,054,577.81	
P&I M&O + I&S	267,838.76		88,840.95	
Attorney Fee	40,162.86		23,498.69	
Other	-		-	
Total Collections	<u><u>58,274,325.52</u></u>		<u><u>48,166,917.45</u></u>	
Adjusted 2016 Tax Levy			<u><u>49,150,344.45</u></u>	
Original 2017 Tax Levy	<u><u>57,783,729.13</u></u>			
Current 2017 Tax Levy	<u><u>58,197,612.74</u></u>			

Denton County
Levy Outstanding Status Report
March 2018
Little Elm ISD

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 03/01/18	1,611,098.75	574,093.46
Base M&O + I&S Collections	480,428.83	160,056.85
Supplement/Adjustments	(59,158.69)	176,054.57
	<hr/>	<hr/>
Remaining Levy as of 03/31/18	<u>1,071,511.23</u>	<u>590,091.18</u>
Cumulative (From 10/01/17 thru 03/31/18)		
Original 2017 Tax Levy (as of 10-1-17)	57,783,729.13	1,083,146.27
Base M&O + I&S Collections	57,126,101.51	840,222.39
Supplement/Adjustments	413,883.61	347,167.30
	<hr/>	<hr/>
Remaining Levy as of 03/31/18	<u>1,071,511.23</u>	<u>590,091.18</u>

Renovations / Maintenance Projects FY 17-18

Original Budget FY 17-18	582,900.00
Rollforward Balances FY 16-17 Dec 2017	471,615.00
Transfer to Zellars Portable FY 16-17 Project	(6,155.00)
Transfer to Furniture & Equipment Fund 196 Jan 2018 PA Systems	(46,211.00)
Rollforward PY Balances Feb 2018	105,628.27
	1,107,777.27

As of 05-08-18

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Athletics						
						-
						-
Brent						
	Brent Sidewalk	Sergio Rodriguez	New sidewalks for walkers	7,500.00	-	7,500.00
	Brent HVAC	Air Check Test	HVAC unit	10,349.00	-	10,349.00
						17,849.00
Chavez						
				-	-	-
						-
Hackberry						
				-	-	-
						-
High School						
	LEHS HVAC	Air Check Test	Main IDF HVAC Replacement Unit 1.5 ton	8,497.00		8,497.00
	LEHS Roof	CBS Roofing Services	Roof Repairs		28,980.00	28,980.00
						37,477.00
Lakeside						
106	Lakeside Renovation	SFCC, Inc.	Various site renovations	41,465.00	-	41,465.00
	Lakeside Renovation	Corgan Associates, Inc.	Various site renovations	4,500.00	500.00	5,000.00
						46,465.00
Maintenance						
	Facilities Sidewalk Repairs	Precision Concrete Cutting	Repair sidewalks at various sites	-	84,811.25	84,811.25
						84,811.25
Oak Point						
				-	-	-
						-
Powell						
	Powell Flooring	One Source Commercial Floors	Carpet in 200 & 300 hallways	17,289.97	-	17,289.97
						17,289.97
Prestwick						
	Prestwick Concrete Work	Sergio Rodriguez	Concrete repairs	-	72,980.00	72,980.00
	Prestwick Concrete Work	Haven Landscaping & Irrigation	Concrete repairs	-	4,110.00	4,110.00
	Prestwick Concrete Work	Precision Concrete Cutting	Concrete repairs	8,555.00	-	8,555.00
						85,645.00
Zellars						
	Zellars Operations Office	SFCC, Inc.	Operations office renovations	23,975.00	-	23,975.00
	Zellars Breakroom	Southwest Networks, Inc.	Data drop/cabling for breakroom	2,061.00	-	2,061.00
	Zellars Breakroom/Operations Office	Corgan Associates, Inc.	Drawings for renovations	2,072.50	-	2,072.50
	Zellars HR Office	SFCC, Inc.	Human Resources office renovations	16,100.00	-	16,100.00
	Zellars HR Office	Southwest Networks, Inc.	Data drop/cabling for HR Dept office		806.00	806.00
						45,014.50

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Other						
	Land Purchase and Improvements	Todd Property Advisors, Inc.	Land Appraisal	7,500.00	-	7,500.00
						7,500.00
	Total			149,864.47	192,187.25	342,051.72

Balance	765,725.55
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Furniture and Equipment Purchases FY 17-18

Rollforward Vehicle Repair Balance PY Dec 2017	136,678.00
TASB Risk Insurance Proceeds PY Dec 2017	59,989.00
Transfer from Renovation Fund 197 Jan 2018	46,211.00
TASB Risk Insurance Proceeds CY Jan 2018	5,328.00
Rollforward PY Balances Feb 2018	100,953.60
Office Depot Rebate Mar 2018	43,030.00
	392,189.60

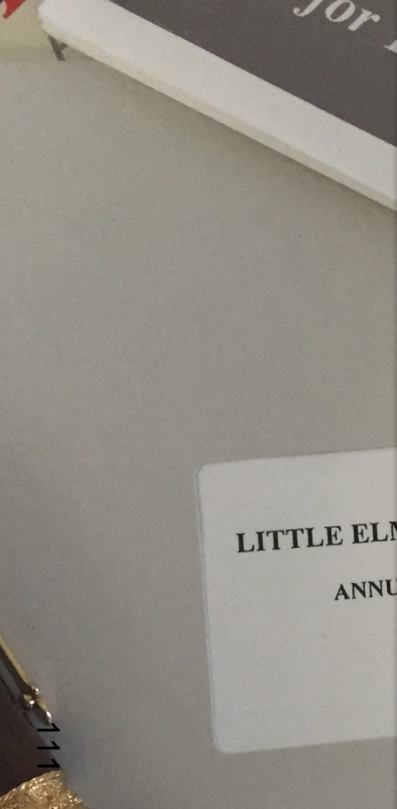
As of 05-08-18

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Athletic Complex						
	Tech Stadium Connections Wifi	Southwest Networks, Inc.			89,427.29	89,427.29
	Tech Stadium Connections Wifi	CDW Government, Inc.			23,995.92	23,995.92
	Tech Stadium Connections Wifi	Netsync Networks Solutions			10,339.56	10,339.56
						123,762.77
Brent						
	Brent PA System	Southwest Networks, Inc.	Upgrades to PA system	5,352.00	359.00	5,711.00
						5,711.00
Chavez						
	Chavez PA System	Southwest Networks, Inc.	New PA System		34,789.00	34,789.00
						34,789.00
Hackberry						
						-
						-
High School						
	LEHS Hand Dryers	Supply Works	Hand dryers		4,500.00	4,500.00
	LEHS Hand Dryers	C&G Electric	Install hand dryers		4,885.00	4,885.00
						9,385.00
Lakeview						
						-
						-
Lakeside						
						-
						-
Maintenance						
	Contract Maint & Repair - Vehicles	Action Collision Repair	Vehicle repairs for hail damage	11,139.35		11,139.35
	Contract Maint & Repair - Vehicles	Action Collision Repair	Vehicle repairs for hail damage	11,108.53		11,108.53
	Contract Maint & Repair - Vehicles	Fast Lane Car Wash	Vehicle repairs for hail damage	2,454.50		2,454.50
	Contract Maint & Repair - Vehicles	Fast Lane Car Wash	Vehicle repairs for hail damage	3,225.30		3,225.30
	Contract Maint & Repair - Vehicles	Oliver's Paintless Dent Removal	Vehicle repairs for hail damage	2,680.00		2,680.00
	Contract Maint & Repair - Vehicles	Oliver's Paintless Dent Removal	Vehicle repairs for hail damage	3,956.25		3,956.25
	Contract Maint & Repair - Vehicles	Action Collision Repair	Vehicle repairs for hail damage	12,048.42		12,048.42
	Contract Maint & Repair - Vehicles	Action Collision Repair	Vehicle repairs for hail damage	11,197.65		11,197.65
	Contract Maint & Repair - Vehicles	Action Collision Repair	Vehicle repairs for hail damage	10,788.63		10,788.63
	Contract Maint & Repair - Vehicles	Action Collision Repair	Vehicle repairs for hail damage	11,983.15		11,983.15
	Contract Maint & Repair - Vehicles	Action Collision Repair	Vehicle repairs for hail damage	11,566.99		11,566.99
	Contract Maint & Repair - Vehicles	Action Collision Repair	Vehicle repairs for hail damage	11,605.86		11,605.86
	Contract Maint & Repair - Vehicles	Action Collision Repair	Vehicle repairs for hail damage	12,651.82		12,651.82
	Contract Maint & Repair - Vehicles	Oliver's Paintless Dent Removal	Vehicle repairs for hail damage	3,780.00		3,780.00
						120,186.45
Oak Point						
						-
						-

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Powell						
	Powell PA System	Southwest Networks, Inc.	Upgrades to PA system	5,352.00	359.00	5,711.00
						5,711.00
Prestwick						
						-
						-
Safety & Security Dept						
	AES Wireless Transmitters	American Fire Systems, Inc.	AES wireless transmitters		10,124.00	10,124.00
						-
						-
						10,124.00
Zellars						
	Zellars Portable FF&E	Grainger	Electric pallet jack	3,650.00		3,650.00
	Zellars Portable FF&E	W.W. Cannon, Inc.	Shelving	2,339.75		2,339.75
	Zellars Portable FF&E	Home Depot	Open PO for dolly and other supplies/equipment		500.00	500.00
	Zellars Oper Ofc Furn & Equip	Wilson Office Interiors, LLC	Cubicles and office furniture - new offices Construction & Operations Dept	20,337.39		20,337.39
	Zellars Oper Ofc Furn & Equip	Office Depot, Inc.	Operations office chairs	1,007.52		1,007.52
						27,834.66
	Total			158,225.11	179,278.77	337,503.88
Balance						54,685.72

As of 05-08-18

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Athletic Complex						
	Roof - Athletic Complex	CBS Roofing Services		205,465.05	30,813.95	236,279.00
						236,279.00
Brent						
						-
						-
Chavez						
						-
						-
Hackberry						
						-
						-
High School						
	Roof - LEHS	CBS Roofing Services	Roof repair from March 2017 hail damage	-	261,579.00	261,579.00
						261,579.00
Lakeview						
						-
						-
Lakeside						
	Roof - Lakeside	CBS Roofing Services	Roof repair from March 2017 hail damage		33,400.00	33,400.00
						33,400.00
Operations / Transportation						
						-
						-
Oak Point						
	Roof - Oak Point	CBS Roofing Services	Roof repair from March 2017 hail damage		376,400.00	376,400.00
						376,400.00
Powell						
						-
						-
Prestwick						
	Roof - Prestwick	CBS Roofing Services	Roof repair from March 2017 hail damage		535,750.00	535,750.00
						535,750.00
Zellars						
						-
						-
	Total			205,465.05	1,237,942.95	1,443,408.00
					Balance	588,869.14



318,000
30,000
404,188
76,681
7,024,466
431,087
234,370
170,112
2,072

FIED TOTALS

LE ELM ISD

d Totals

Value
533,875,047
293,500

Little Elm ISD

May 21, 2018 Financial Report

Grant Anderson, Associate Superintendent & Chief Financial Officer

May 21, 2018
6:30 pm

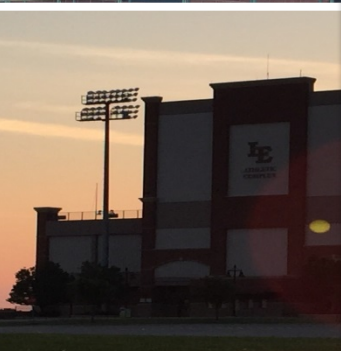
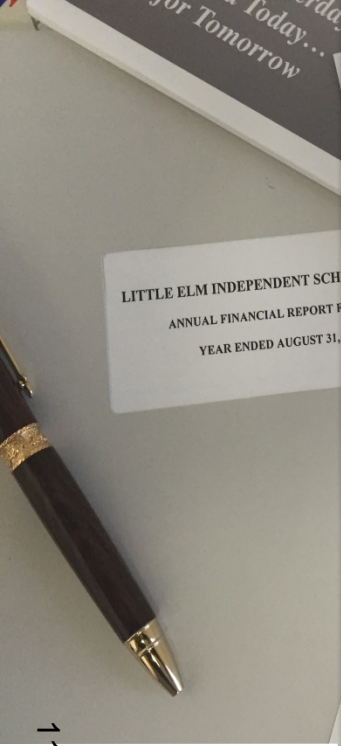
Freeze	Assessed	Taxable	Actual
DP	14,492,304		
DPS	89,114	11,578,345	
OV65	343,949,075	64	
Total	358,531,493		
Tax Rate	358,531,493		

HANKINS, EASTU

3,808	Appraised Value	(-)
	Homestead Cap	=
	Assessed Value	(-)
	Total Exemptions Amount	=
	(Breakdown on Next Page)	(-)

Notes to financials and current activity

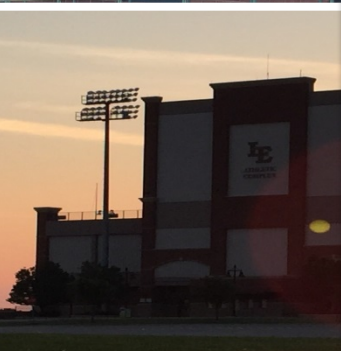
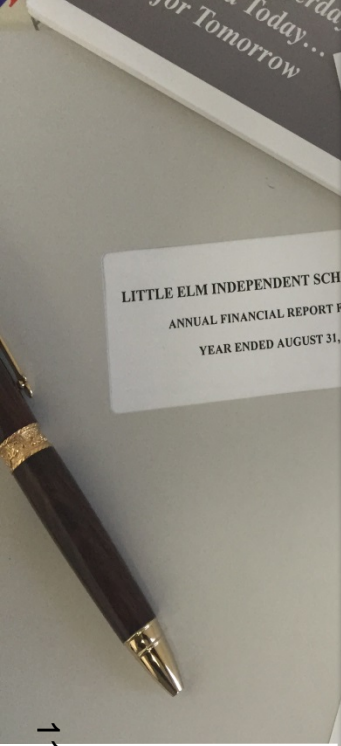
- Financial data presented is for period ending March 2018.
- Budget amendments include all amendments through May 2018. Estimated fund balance increased \$813,861.
- Major budget amendments
 - Increased Estimated Revenue by \$1,536,010
 - Delinquent tax collections increased \$470,000
 - Federal Impact Aid increased \$277,000
 - SHARS increased \$220,000
 - Interest Revenue increased \$240,000
 - Penalty and Interest on Tax collections increased \$150,000

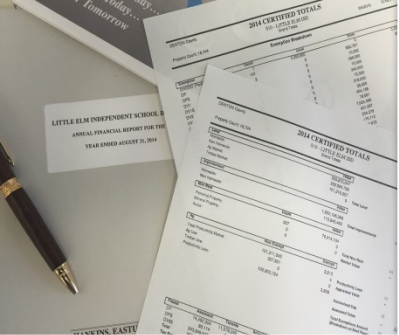


Notes to financials and current activity

➤ Major budget amendments

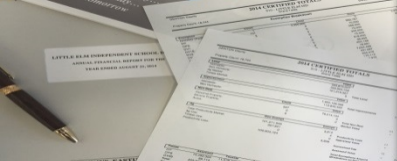
- Increased Appropriations by \$722,150
 - \$115,00 for SRO's for July & August and to add two additional vehicles.
 - \$153,866 to install additional cameras, key fobs, and video server at campuses.
 - \$170,142 to upgrade existing firewall.
 - \$130,606 to Install WIFI access at Athletic Complex
 - \$73,361 to purchase additional 2-way Radios
 - \$57,335 to upgrade marquee on Eldorado Parkway





Fund Balance (Long-term financial) Analysis

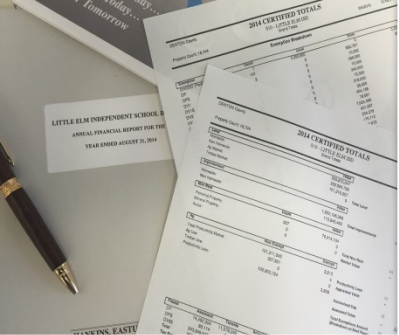
Reserve	2016-17 Audit	2017-18 Initial Budget	2017-18 Current Budget	2017-18 Proposed
		Budgetary Fund Balance		
Min. 24% of total Expenditures	15,023,471	15,972,354	16,401,274	16,574,590
5% of State Legislative Funding	3,073,424	3,047,698	3,047,698	3,047,698
Ch 41 State Recapture Reserve	1,600,000	1,600,000	1,600,000	1,600,000
Technology Infrastructure	950,000	725,000	950,000	950,000
Facilities Infrastructure	3,665,000	725,000	3,665,000	3,665,000
Discretionary	3,474,245	5,716,088	569,455	1,210,000
Total Fund Balance	27,786,140	27,786,140	26,233,427	27,047,288
Change	742,466	0	(1,552,713)	813,861
Total Planned Budgetary Deficit				(738,852)



2017-18 General Fund Budget Recap	Initial Budget Sep 1, 2017	Prior YTD Amendments	Proposed Amendments	Amended Budget
Revenue Source				
Local Revenue	42,952,567	234,453	1,039,010	44,226,030
State Revenue	22,354,908			22,354,908
Federal Revenue	1,250,000		497,000	1,747,000
Total Estimated Revenue	66,557,475	234,453	1,536,010	68,327,938
Appropriations - Campus				
11 Instructional	37,534,485	361,857	(1,514)	37,894,828
12 Instruction Resources & Media	691,292		(35)	691,257
13 Curriculum and Staff Development	1,347,779	96,390	(16,930)	1,417,236
21 Instructional Leadership	1,200,953	(78,814)	(30,984)	1,091,155
23 School Leadership	4,071,730	(24,593)	(14,545)	4,032,592
31 Guidance, Counseling & Evaluation	1,931,897	(17,785)	(2,511)	1,911,601
32 Social Work Services	31,300			31,300
33 Health Services	556,638	300	(24)	556,914
34 Student (Pupil) Transportation	2,132,622	(7,907)	(2,000)	2,122,715
35 Food Services	109,499	3,170	(873)	111,796
36 Co-curricular & Extracurricular	1,867,951	220,800	693	2,089,444

115

75%



Budget Recap Continued

Initial Budget
Sep 1, 2017

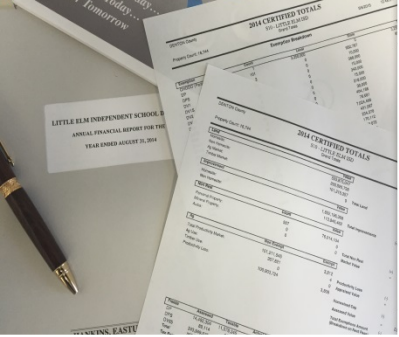
Prior YTD
Amendments

Proposed
Amendments

Amended
Budget

Appropriations Continued - Other

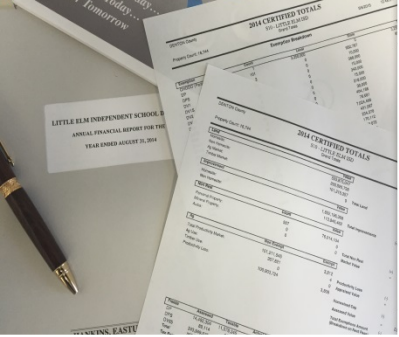
41 General Administration	3,180,633	81,650	21,400	3,283,683
51 Plant Maintenance & Operations	6,616,320	352,150	90,457	7,058,927
52 Security & Monitoring Services	984,288	201,872	367,930	1,554,090
53 Data Processing Services	1,399,108	(4,059)	309,089	1,704,138
61 Community Services (Child Care)	42,380	122		42,502
71 Debt Services	1,404,700			1,404,700
81 Facilities	582,900	602,013		1,184,913
91 Chapter 41 Recapture	500,000			500,000
95 Pmts to Juvenile Justice Alternative E	40,000			40,000
99 County Appraisal District Fees	325,000		12,000	337,000
Total Appropriations	66,551,475	1,787,166	722,150	69,060,791
Other Sources/(Uses)	6,000		0	6,000
Surplus/(Planned Deficit)	0	(1,552,713)	813,860	(738,853)



General Fund Budget to Actual Summary – Realized as of March 2018

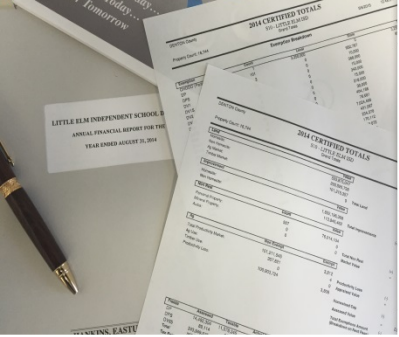
General Fund	2017-18 Budget	Realized	% Realized
Total Revenue	\$66,737,187	\$57,474,803	86%
Total Expenditures	\$68,283,900	\$41,606,040	61%
Net Other Sources/(Uses)	(\$6,000)	(\$6,000)	
Revenue over Expenditures	-	\$15,862,763	-

*Expenditures includes encumbrances



General Fund – Cash Flow March 2018

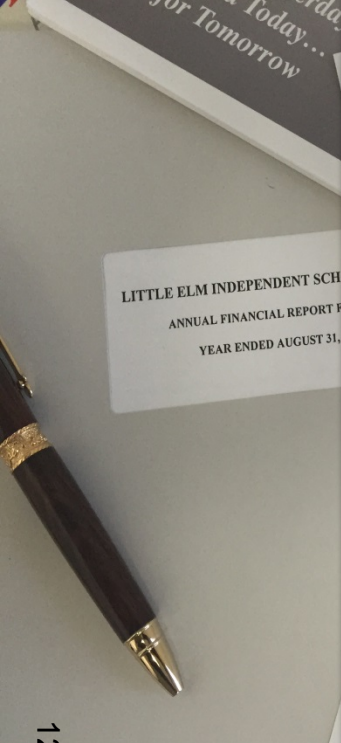
General Fund	Cash & Investment Balances
Beginning Cash & Investments	\$66,806,518
Net Change in Cash & Investments	(\$3,944,141)
Ending Cash & Investment	\$62,862,377



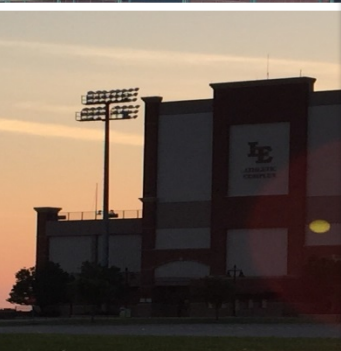
Capital Projects

Capital Projects	Project Estimate	YTD Expenditures	Project Balance
High School Expansion	\$21,500,000	\$20,338,317	\$1,161,683
*Transportation / Operations Facility	\$7,000,000	\$731,603	*\$5,983,397

* UPDATED: Operations facility: Includes \$2,715,000 transfer from 2016-17. Estimated Additional funds (\$4,651,194) for the project with a total estimated project cost of \$10,860,000 will be transferred from the general fund after board approval of the Guaranteed Maximum Price.



120



Financials in board packet

- Budget Amendments
- Fund Balance Comparison
- Statement of Revenue and Expenditures
- Cash Flow Statement
- Bank Reconciliations
- Investment Report
- Fund Summary of Revenue and Expenditures
- Tax Collection Report
- Construction Report
- Gifts and Donations

Located on the Web @ www.littleelmsd.net - Finance

- The Administration recommends approval of the March 2018 Financial Reports as presented.

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
5-21-2018	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	LITTLE ELM ISD EXPENDITURES OVER \$50,000 SUMMARY REPORT				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	CH (LOCAL) Purchasing And Acquisition				
Summary:	Allows LEISD to purchase products or services valued over \$50,000 (listed on attachment) which have been properly purchased through statutorily authorized methods.				
Financial Implications:	N/A				
Attachments:	Little Elm ISD Expenditures Over \$50,000 Summary Report for Approval				
Recommendation:	The Administration recommends approval of the Little Elm ISD Expenditures Over \$50,000 Summary Report as submitted.				
Motion:	I move that the Board approve the Little Elm ISD Expenditures Over \$50,000 Summary Report dated May 21, 2018 as submitted.				

Little Elm ISD Expenditures Over \$50,000 Summary Report for Approval

Board Meeting Date: May 21, 2018

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Renewal	Description	Administrator
1	Sterling & Associates	Safety & Security	New			\$74,550.00				Digital radios are needed to help staff, administration and SRO's communicate. These radios are needed to replace outdated analog radios.	Billy Coburn
2	Daktronics	Marketing	New			\$57,335.00				Install a new high definition marquee on Eldorado inside the existing structure. This will allow us the ability to sell advertising to businesses on our sign to generate revenue over years.	Tony Tipton
3	C&R, CDW & Dell	Safety & Security	New			\$174,000.00				Successfully install camera and key fobs on all campuses for the safety and security of students and staff. This is the best practice that is recommended to help ensure a safe environment.	Billy Coburn
4	Prestwick Learning Cottage (Portable)	Operations	New			\$325,000.00				A four classroom portable will be installed at Prestwick STEM for the 2018-19 school year. Portables will be equipped with handicap ramps, technology, access control, security cameras and furniture.	Rod Reeves
5	Oak Point Learning Cottage (Portable)	Operations	New			\$325,000.00				A four classroom portable will be installed at Oak Point Elementary School for the 2018-19 school year. Portables will be equipped with handicap ramps, technology, access control, security cameras and furniture.	Rod Reeves
6											
7											
8											
9											
10											

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-21-2018	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	RENEWING ESC REGION XI INTERLOCAL AGREEMENT RESOLUTION FOR BENEFITS COOPERATIVE				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	N/A				
Summary:	Renew existing Interlocal Agreement Resolution with Education Service Center Region XI Benefits Cooperative				
Financial Implications:	Without renewal the District would be ineligible for the non-medical benefits offered to employees through the Cooperative.				
Attachments:	2018-2019 Interlocal Agreement Benefits Cooperative				
Recommendation:	The Administration recommends approval of the Resolution Interlocal Agreement with Region XI Benefits Cooperative as submitted.				
Motion:	I move that the Board approve the Resolution Interlocal Agreement with Region XI Benefits Cooperative as submitted				

EDUCATION SERVICE CENTER REGION 11 BENEFITS COOPERATIVE
INTERLOCAL AGREEMENT RESOLUTION AND AGREEMENT

WHEREAS, _____, of _____, Texas, (“Participant”) pursuant to the authority granted under Chapter 791 Government Code, as amended, desires to join together with other school districts, charter schools, or governmental entities to participate in employee benefits offered by the Education Service Center Region 11 Employee Benefits Cooperative (the “ESC Region 11 BC”), holding the opinion that participation in these programs will be beneficial to the school district, charter school, or governmental entities and its employees;

WHEREAS, the ESC Region 11 BC is managed by a committee called the Board of Record that consists of the superintendents or chief executive officers or their designees from each of the Participants in the Coop;

NOW, THEREFORE BE IT RESOLVED that Board of Trustees of Participant requests the ESC Region 11 BC to include _____ as a participant. Participant acknowledges and agrees to the following:

1. The purposes of the ESC Region 11 BC are governmental functions or services that each party to this agreement is authorized to perform individually;
2. Any obligation to pay any fees will come from current revenues available to the Participant;
3. Such fees fairly compensate the parties performing the functions and services under the agreement;
4. This agreement incorporates the Operational Procedures developed by the Board of Record as it currently exists or may be hereafter amended by action of the Board of Record;
5. Participant delegates to the Board of Record authority to modify the Operational Procedures as the Board of Record deems in the best interests of the ESC Region 11 BC;
6. Participant delegates to the Board of Record all purchasing functions related to the purposes of this interlocal agreement to the maximum extent permitted by law;
7. Participant shall comply with the Operational Procedures as established, modified, and/or approved by the Board of Record;
8. The ESC Region 11 BC shall comply with the purchasing requirements for the purchase of personal property and services as required by Chapter 44 of the Education Code and Chapter 791 of the Local Government Code;
9. The term of this agreement shall be one year, from September 1, 2018, to August 31, 2019; and
10. Participant or the ESC Region 11 BC may terminate Participant’s participation in the ESC Region 11 BC for any reason by giving written notice to the ESC Region 11 BC Board of Record sixty (60) calendar days before the anniversary date of this agreement.

BE IT FURTHER RESOLVED that the Board of Trustees of Participant authorizes its superintendent to execute any and all documents and take whatever action necessary to carry out the desires of the Board of Trustees as stated herein.

I certify that the foregoing is a true and correct copy of the resolution and agreement adopted by the Board of Trustees of _____ and that the same is reflected in the minutes of the Board meeting held _____.

In witness thereof, we hereunto affix our signatures this _____ day of _____, 20____.

BY:

Signature of School Board or Charter
School Board President

Typed Name of School Board or Charter
School Board President

Signature of School Board or Charter
School Board Secretary

Typed Name of School Board or Charter
School Board Secretary

Signature of School Board or Charter
School Superintendent/Chief Financial
Officer

Typed Name of School Board or Charter
School Board Superintendent/Chief
Financial Officer

Name of Agency: _____

Address: _____

Name of Contact Person: _____

Phone Number: _____

Signature of ESC Region 11 BC Board
President

Wes Eversole
Typed Name of ESC Region 11 BC Board
President

Signature of ESC Region 11 BC Board
Secretary

DeAnne Page
Typed Name of ESC Region 11 BC Board
Secretary

Signature of ESC Region 11 Executive
Director

Clyde W. Steelman, Jr. Ed.D
Typed Name of ESC Region 11
Executive Director

Date Approved by ESC Region 11 BC

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-21-2018	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	INCREASE TO LITTLE ELM ISD EMPLOYEE HEALTH CARE CONTRIBUTION				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	DEA (LOCAL)				
Summary:	Increase the Little Elm ISD Employee Health Care Contribution to \$367 from \$351. The increase would cover the cost of the TRS-ActiveCare 1-HD Employee Only Premium for 2018-19.				
Financial Implications:	Based on current employee elections increase the Little Elm ISD Employee Health Care Contribution to \$367 from \$351 would cost an additional \$120,000				
Attachments:	2018-2019 TRS Health Insurance Changes				
Recommendation:	The Administration recommends approval of the Increase to Little Elm ISD Employee Health Care Contribution as submitted.				
Motion:	I move that the Board approve the Increase to Little Elm ISD Employee Health Care Contribution as submitted.				

Activecare 1 HD	# of Employees enrolled	2017-2018 PREMIUMS	2018-2019 PREMIUMS	\$ Increased	% of increase
Employee Only	297	351.00	367.00	16.00	4.6
Employee and Spouse	8	991.00	1,035.00	44.00	4.4
Employee and Child(ren)	67	671.00	701.00	30.00	4.5
Employee and Family	12	1,316.00	1,374.00	58.00	4.4
Total employees enrolled in Activecare 1HD	384				

Activecare Select (New Plan 09/01/2014)	# of Employees enrolled	2017-2018 PREMIUMS	2018-2019 PREMIUMS	\$ Increased	% of increase
Employee Only	62	514.00	540.00	26.00	5.1
Employee and Spouse	1	1,264.00	1,327.00	63.00	5.0
Employee and Child(ren)	35	834.00	876.00	42.00	5.0
Employee and Family	5	1,589.00	1,668.00	79.00	5.0
Total employees enrolled in Activecare Select	103				

Activecare 2	# of Employees enrolled	2017-2018 PREMIUMS	2018-2019 PREMIUMS	\$ Increased	% of increase
Employee Only	49	714.00	782.00	68.00	9.5
Employee and Spouse	0	1,694.00	1,855.00	161.00	9.5
Employee and Child(ren)	38	1,062.00	1,163.00	101.00	9.5
Employee and Family	13	2,004.00	2,194.00	190.00	9.5
Total employees enrolled in Activecare 2	100				

Scott & White (NEW Plan 09/01/2015)	# of Employees enrolled	2017-2018 PREMIUMS	2018-2019 PREMIUMS	\$ Increased	% of increase
Employee Only	13	561.04	578.36	17.32	3.1
Employee and Spouse	0	1,263.08	1,353.40	90.32	7.2
Employee and Child(ren)	10	888.42	908.06	19.64	2.2
Employee and Family	1	1,400.98	1,509.56	108.58	7.8
Total employees enrolled in Scott and White	24				

Total employees enrolled as of April 2018	611
--	------------

Deductible/Copay changes	Maximum Out-of-Pocket change	Pharmacy Change
In-Network -Individual increased \$250 In-Network -Family increased \$500	In-Network -Individual increased \$100 In-Network -Family increased \$200	Increase non-preferred brand drug copay to 50% after deductible
Out-of-Network Individual increased \$500 Out-of-Network Family increased \$1000	Out-of-Network Individual increased \$200 Out-of-Network Family increased \$400	Limit specialty drugs to 31 day supply
NEW! A \$500 copay plus 20% for free standing ER facility		

Deductible/Copay changes	Maximum Out-of-Pocket change	Pharmacy Change
Increased specialist office visit copay \$10 Increased ER copay \$50	Individual Increased \$200 Family Increased \$400	Limit specialty drugs to 31 day supply
NEW! A \$500 copay plus 20% for free standing ER facility		

Deductible/Copay changes	Maximum Out-of-Pocket change	Pharmacy Change
Increased specialist office visit copay \$10 Increased ER copay \$50	In-Network -Individual increased \$200 In-Network -Family increased \$400	Increase non-preferred brand drug copay to 50% coinsurance
NEW! A \$500 copay plus 20% for free standing ER facility		Increase specialty copay to 20% coinsurance
		Limit specialty drugs to 31 day supply

Deductible/Copay changes	Maximum Out-of-Pocket change	Pharmacy Change
Decreased PCP copay \$5	Individual Increased \$450	Changed Specialty Rx
Increased specialist copay \$20	Family Increased \$900	Tier 1 & 2 -15%
Decreased Urgent care copay \$5		Tier 3 - 25%
Increased ER copay \$100		

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
05-21-2018	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	TRANSPORTATION AGREEMENT WITH STUDENT TRANSPORTATION OF AMERICA, INC. DBA GOLDSTAR TRANSIT INC., AND THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CH (LEGAL); CJA (LEAGAL); CNB (LEGAL) ; CNC (LEGAL)				
Summary:	<p>Pursuant to Texas Education Code section 44.031, the Board of Trustees of the Little Elm Independent School District may request proposals for services other than construction services. On March 1, 2018 Little Elm ISD received and evaluated proposals for student transportation services. Based upon the published criteria, Student Transportation America, Inc. dba Goldstar Transit Inc. would provide the best value to the District and was ranked number one. If approved, this Agreement will be effective for a five (5) year term beginning August 1, 2018. The Agreement may be extended for one additional five (5) year renewal period for a maximum of ten (10) years at the mutual agreement of the DISTRICT and CONTRACTOR.</p>				
Financial Implications:	<p>The total contracted price with Goldstar Transit, Inc., for the 2018-19 school year is \$2,100,819.39. Per the agreement, there will be an annual 2% CPI increase. A detailed breakdown of cost is provided in Appendix B of the agreement along with a proposed five (5) year projected budget. Goldstar Transit, Inc. will provide the District with a projected budget each year that will be voted on by the Board of Trustees.</p>				

Attachments:	Agreement for transportation services with Student Transportation of America, Inc. dba Goldstar Transit, Inc., and Little Elm Independent School District.
Recommendation:	The Administration recommends approval of the agreement for transportation services with Student Transportation of America, Inc. dba Goldstar Transit, Inc., and Little Elm Independent School District.
Motion:	I move that the Board approve the agreement for transportation services with Student Transportation of America, Inc. dba Goldstar Transit, Inc., and Little Elm Independent School District.

Appendix A

Rates: If the contractor buses are replaced by District buses at the beginning of this Agreement, the rates of compensation are set out in the table below. If the Contractor buses are replaced by District buses in years 2-5, the rates will be adjusted each year by the percentage increase out in Paragraph 15 (f) of this Agreement. If the CPI increases is less than 2%, then the 2% minimum increase shall apply.

Regular and Special Education / Home-to-School DISTRICT Owned Buses:

Bus Capacity	Daily Rate	Excess Rate
Regular	\$198.97	\$37.38
Special Needs	\$227.82	\$37.38
Speical Needs Monitor		\$17.89

Other Transportation Cost as needed by the District - *Shuttles, Field Trips, Mid-Days & Athletic Trips* :

A. Other Transportation Cost:	Unit Cost
1. Vehicle Cost	\$0.59/Mile
2. Driver Cost	\$22.91/Hour
B. Athletic Field Trips with District Coach Drivers	
1. Vehicle Cost	\$0.59/Mile
2. Driver Cost	\$22.91/Hour
3. District Coach	\$44.86/Trip

LEISD After School Program:

Bus Capacity	Drvier Cost/Hr.	Min. Call Out Charge
Regular	\$37.38	\$74.76

Appendix B

42 District Buses / 10 Goldstar Buses

(Does not include Field Trips - Field Trips come from Campus Budgets)

Regular Transportation

	# Days	Projected 2017-18 Cost	Projected 2018-19 Cost
28 - District Buses / 26 - District Buses (Includes DAEP Rts)	170	\$936,768.00	\$851,203.06
8 - Gold Star Buses / 9 - Goldstar Buses	170	\$377,889.60	\$449,177.40
Excess Hrs.	170	\$69,360.00	\$290,615.85
2 - DAEP Monitors	170	\$22,577.00	\$26,484.30
		\$1,406,594.60	\$1,617,480.61

Special Needs Transportation:

	# Days	# Days	
7 - District Buses / 6 - District Buses	170		\$213,180.00
7 - Monitors	170		\$118,855.65
1 - Goldstar Bus	170		\$49,833.80
Excess Hrs			\$58,123.17
		\$428,819.91	\$439,992.62

Daily Cost - Shortened School Year

	# Days	
Daily Cost of - \$4,907.04	5	\$24,535.20
		\$24,535.20

Summer School

	# Days		
Regular - 9 Rts	22	\$33,918.08	\$38,130.84
Special Needs - 1 Rt	18	\$2,298.24	\$3,969.00
Monitor	18	\$1,180.57	\$1,246.32
		\$37,396.89	\$43,346.16

Projected Total:

\$1,897,346.60

\$2,100,819.39

Budgeted:

\$1,964,359.00

Increase of

\$136,460.39

Appendix B (cont.)

GoldStar Increase for 2018-19 School Year

Driver - \$1.50 Starting Wage Increase	\$79,567.00
Cost Per Year of 2 New Buses	\$25,270.39
Staff & Monitor Wage Increase	\$26,301.00
Cost of Cameras, Radios and GPS Units for New Buses	\$5,322.00
	\$136,460.39

Transportation Cost - Next 5 Years	District Owned Fleet (except 2018/19 School Year)				
	2018-19	2019-20	2020-21	2021-22	2022-23
Goldstar Contract Cost w/ 2% CPI each year	\$2,100,819.39	\$1,967,874.22	\$2,042,423.13	\$2,155,062.11	\$2,234,776.51
Growth Route		\$34,501.40	\$70,382.86	\$35,895.25	\$36,613.00
Growth Busses			\$220,000.00	\$220,000.00	\$220,000.00
Replacement Buses		\$1,320,000.00		\$220,000.00	\$440,000.00
#6311 - Fuel (propane/unleaded/diesel)	\$300,000.00	\$300,000.00	\$306,000.00	\$312,120.00	\$318,362.40
Total Cost:	\$2,400,819.39	\$3,622,375.62	\$2,638,805.99	\$2,943,077.36	\$3,249,751.91
Net of Bus Purchases:	\$2,400,819.39	\$2,302,375.62	\$2,418,805.99	\$2,503,077.36	\$2,589,751.91

Transportation Cost - Next 5 Years	District Owned & Goldstar Owned Fleet				
	2018-19	2019-20	2020-21	2021-22	2022-23
Goldstar Contract Cost w/ 2% CPI each year	\$2,100,819.39	\$2,142,835.78	\$2,220,883.92	\$2,337,092.12	\$2,420,447.11
Growth Route		\$34,501.40	\$70,382.86	\$35,895.25	\$36,613.16
Growth Busses					
Replacement Buses					
#6311 - Fuel (propane/unleaded/diesel)	\$300,000.00	\$300,000.00	\$306,000.00	\$312,120.00	\$318,362.40
Total Cost:	\$2,400,819.39	\$2,477,337.18	\$2,597,266.78	\$2,685,107.37	\$2,775,422.67
Savings w/ District Purchase of Buses:		\$174,961.56	\$178,460.79	\$182,030.00	\$185,670.76

AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____ 2018, by and between **Student Transportation of America, Inc. dba GoldStar Transit, Inc. ("CONTRACTOR")** and the **Little Elm Independent School District ("DISTRICT")**.

WITNESSETH:

WHEREAS, the DISTRICT is required to provide transportation service for certain enrolled and eligible students who attend various classes or programs as designated by the Little Elm ISD ("Students"); and

WHEREAS, CONTRACTOR has agreed to furnish such transportation service for the consideration and on the terms and conditions herein stated:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, CONTRACTOR and DISTRICT hereby agree as follows:

1. Definitions

- a) "Student Transportation" is defined as the provision of all student transportation services for the DISTRICT. Provision of student transportation service includes the provision of the described number of buses and related equipment, supplies, maintenance, drivers, supervision and record keeping further described in this Agreement.
- b) "DISTRICT" refers to the Little Elm Independent School District or Little Elm ISD, a political subdivision of the State of Texas.
- c) "CONTRACTOR" refers to Student Transportation of America, Inc. dba GoldStar Transit, Inc., a Delaware corporation, its employees and agents.
- d) "Students" are defined as those persons eligible for transportation under DISTRICT policy and Texas law.
- e) "Daily Service" is defined as all home-to-school and school-to-home transportation of Students that takes place at the beginning or end of the school day for such Students.
- f) "Other Transportation" is defined as any transportation of Students and DISTRICT personnel other than Daily Service, including but not limited to transportation to and from extracurricular events.

2. Service

CONTRACTOR shall furnish bus transportation service for Students in accordance with all applicable rules and regulations set forth by the Texas Education Agency and Texas law, as may be in effect from time to time (hereinafter the "Service"). The Service shall be provided throughout the term of this Agreement. CONTRACTOR will require all of its employees assigned to provide services under this Agreement to follow DISTRICT policies pertaining to student transportation, field trips, athletic contests and extracurricular trips, in addition to the DISTRICT's administrative guidelines pertaining to the reporting and handling of student discipline incidents. No persons other than Students, supervisors, DISTRICT employees,

CONTRACTOR approved employees, approved chaperones or drivers-in-training are to ride the buses without the advance approval of the Superintendent or his/her designee.

3. Equipment

- a) Along with the forty-two (42) DISTRICT-owned buses to meet the service needs for the 2018-2019 regular school year, CONTRACTOR is supplying ten (10) CONTRACTOR-owned buses as part of this Agreement for DISTRICT school bus transportation services. If DISTRICT agrees to purchase at least ten (10) buses to replace the above ten (10) (whether purchased from CONTRACTOR or another source chosen by DISTRICT) CONTRACTOR buses during the initial five year term of this Agreement, in addition to any future replacement or growth buses required at any time during the Term of this Agreement, CONTRACTOR and DISTRICT shall adjust the rates of compensation under this Agreement to reflect the DISTRICT'S purchase of these ten (10) buses to the rates shown in Appendix A for DISTRICT-owned buses. DISTRICT acknowledges that all CONTRACTOR'S rates will adjust as noted on Appendix A.
- b) The DISTRICT shall provide two-way radios, digital camera recording devices, and GPS systems on the initial 42 DISTRICT-owned buses and CONTRACTOR shall provide for initial supply of two-way radios, digital camera recording devices, and GPS systems on the 10 CONTRACTOR-owned buses. If the DISTRICTS replaces the Contractor owned buses, the DISTRICTS agrees to purchase and supply two-way radios, digital camera recording devices, and GPS systems for all buses purchased by the DISTRICT during the Term of this Agreement.
- c) All associated annual expenses and replacement costs for two-way radios, digital camera recording devices and GPS systems will be paid by the DISTRICT for CONTRACTOR-owned buses and DISTRICT-owned buses.
- d) The CONTRACTOR shall provide, at CONTRACTOR's expense, vehicle insurance pursuant to Section 14. CONTRACTOR shall use any such insurance proceeds to replace or repair the vehicle damage or replace the loss. CONTRACTOR and DISTRICT agree that in the event that there is a loss requiring the replacement of a DISTRICT vehicle, CONTRACTOR will replace the damaged vehicle with either a new vehicle, or a vehicle equal to the value of the DISTRICT vehicle prior to the damage requiring replacement. Upon transfer of the title and delivery of the new vehicle, or vehicle equal to the value of the DISTRICT vehicle, from CONTRACTOR to DISTRICT, DISTRICT will transfer to CONTRACTOR lien free and clean title of the vehicle being replaced.

4. Permits and Licenses

CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses and certifications as required by law for the term of this Agreement.

5. Contract Proposal Incorporated

The complete Agreement consists of this Agreement, the Proposal of CONTRACTOR (the "Response") and the DISTRICT'S Request for Proposal RFP #18-03-011-1, including all Addendums thereto (the "RFP"), which are hereby incorporated herein by reference. In the

event of any conflict between the terms of this Agreement, the order of precedence shall be this (1) Agreement, (2) the RFP, and then (3) the Response.

6. Maintenance

- a) CONTRACTOR shall maintain all buses and equipment in accordance with law and industry accepted maintenance standards. DISTRICT shall have the right at any and all times to inspect any bus or equipment for purposes of assuring CONTRACTOR's compliance with the terms of this Section 6. Buses shall be cleaned inside and out as necessary, and repairs to body damage, inside or out, shall be made immediately after such damage occurs. CONTRACTOR shall, upon request of the DISTRICT, provide periodic reports summarizing the repairs made to all buses and equipment.
- b) In the event of a mechanical failure or breakdown that prohibits further operation of any bus, CONTRACTOR agrees that a spare bus and driver shall respond to the site of the breakdown for transportation of Students to their planned destination in accordance with this Agreement. DISTRICT shall maintain a 10% ratio (based on the total of DISTRICT- and CONTRACTOR-owned buses) of substitute buses for use during the times that regular fleet vehicles are removed from services due to repairs, breakdowns, and regular service inspections. These buses may also be used to accommodate extreme weather events, early school dismissals, emergency school closings and other unforeseen events.
- c) CONTRACTOR agrees to service other DISTRICT-owned vehicles including, but not limited to, maintenance vehicles, staff cars and vans. It is understood that these will be services at an additional charge for parts and labor based on the CONTRACTOR's rates in effect at the time.
- d) The rates set out in this Agreement are based upon a budgeted amount of \$100,170 per year to maintain the DISTRICT's and CONTRACTOR's school bus fleet. DISTRICT agrees to reimburse CONTRACTOR for any maintenance-related costs associated with DISTRICT's and CONTRACTOR's bus fleet beyond an annual expenditure of \$100,170 for maintenance-related expenditures excluding mechanic salaries, wages, benefits and payroll taxes. This amount will increase each year of this Agreement based on the agreed upon rate adjustment that applies to all rates contained within this Agreement.

7. Routing and Pick-up

- a) CONTRACTOR shall pick up Students identified by the DISTRICT at any location, and at times designated by the CONTRACTOR and approved by the DISTRICT for transport to DISTRICT programs. CONTRACTOR shall transport designated Students to such locations, arriving at times designated by the DISTRICT, and return them to their homes, over routes set up by CONTRACTOR and approved by DISTRICT. All bus routes shall conform to the building schedule and school calendar of the school serviced and shall be established in such a fashion that no Student shall be required to ride a bus to or from the Student's assigned school for a period longer than forty five (45) minutes. Subsequent to approval by the DISTRICT of CONTRACTOR's routing plan, CONTRACTOR shall make no material changes thereto without prior notice to and approval of the Superintendent or his/her designee.

- b) In the usual and customary manner, CONTRACTOR shall notify each Student (including their parent or guardian) of the applicable pick-up times and shall notify each Student (including their parent or guardian) as to any subsequent change in time of pick-up or route that will affect any Student.
- c) CONTRACTOR agrees to work in cooperation with the DISTRICT to establish the most advantageous routing plan for the safety and convenience of Students within the guidelines provided for in this Agreement. CONTRACTOR agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by parents, guardians, family members, DISTRICT staff or other parties representing the interests of any Student.

8. Contractor's Personnel

- a) All personnel assigned to perform services under this Agreement shall be subject to continuous approval by the DISTRICT and by the CONTRACTOR.
- b) CONTRACTOR shall designate one (1) person as its local representative to act as the supervisor for the transportation operations for the DISTRICT. This person shall be available during all regular working hours of school days for the purpose of handling routing, assignments, and discipline problems in accordance to Little Elm ISD policy. The supervisor shall have the authority to act in all matters covered by established policies. CONTRACTOR shall provide sufficient support staff during the hours of 5:30 am and 6:00 pm or beyond on school days to assist the DISTRICT. CONTRACTOR shall provide support staff on weekends and holidays, if requested to do so by the DISTRICT.
- c) The local representative shall incorporate the daily management and success of the transportation needs of the DISTRICT. In addition, a pleasant and cooperative work environment must be maintained by the local representative with all DISTRICT personnel and community members.
- d) The DISTRICT may request a new local representative be placed by the CONTRACTOR should the local representative fail to cooperate with the DISTRICT, display a lack of professionalism, or fail to satisfy the DISTRICT'S reasonable requests or needs. This determination that a new local representative is needed shall be at the mutual determination of the DISTRICT and CONTRACTOR. In this event, CONTRACTOR will be required to replace the local representative within thirty (30) days (or supply a temporary representative to fill the responsibilities of the local representative until such time as the local representative is placed on site) at no cost to the DISTRICT. Should the CONTRACTOR choose to voluntarily replace the local representative, thirty (30) days advance notice shall be given to the DISTRICT and a new local representative approved by DISTRICT and CONTRACTOR shall replace the existing local representative within said thirty (30) day period (or supply a temporary representative to fill the responsibilities of the local representative until such time as the local representative is placed on site). Should the local representative or CONTRACTOR terminate employment of the local representative, a temporary local representative shall be assigned to the DISTRICT until a permanent replacement local representative approved by the DISTRICT and CONTRACTOR can be found, which replacement will be found as soon as reasonably practical. In any event,

CONTRACTOR shall bear all expenses associated with the replacement of the local representative.

9. Discipline and Confidentiality

- a) The ultimate responsibility and authority to suspend or expel any Student from transportation services hereunder shall rest with DISTRICT. CONTRACTOR'S drivers are responsible only for such discipline as is required to safely and properly operate CONTRACTOR'S buses. Each driver shall handle all disciplinary matters in strict accordance with DISTRICT policy, including but not limited to, the requirements of Texas Education Code Section 34.004 and any other applicable law. CONTRACTOR is responsible for providing training regarding the DISTRICT rules and policies for all transportation employees providing services under the Agreement. All discipline problems shall be reported in writing following completion of the route. Further procedures and regulations for the administration of discipline shall be established cooperatively between DISTRICT and CONTRACTOR. If a Student misbehaves and creates an unsafe situation which CONTRACTOR or its employees believe requires the removal of a Student from the vehicle, CONTRACTOR or its employees shall contact a representative of the DISTRICT immediately by radio. Upon such notification from CONTRACTOR, DISTRICT agrees to immediately send a representative of DISTRICT to such vehicle to remove the Student. The DISTRICT will have the final decision regarding a Student's eligibility for student transportation.
- b) CONTRACTOR acknowledges that DISTRICT has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). CONTRACTOR may receive student information in compliance with the requirements and exceptions outlined in FERPA and its implementing regulations. CONTRACTOR acknowledges that it must comply with said law and regulations and safeguard student information. CONTRACTOR may not re-disclose student information to any third party without prior written consent from the parent (or eligible student if 18 or older). CONTRACTOR must destroy any student information received from DISTRICT when such information is no longer needed for the purposes listed in this Agreement or upon termination or expiration of this Agreement upon the request of the DISTRICT.

10. Drivers

- a) CONTRACTOR shall provide drivers who are qualified and competent both in the operation of the buses that they drive and in managing Students with whom they will interact. All drivers shall be employees of the CONTRACTOR and the CONTRACTOR retains the right to control the manner in which the drivers perform their duties under this Agreement. CONTRACTOR shall provide and maintain a 10% reserve driver pool (calculated on the CONTRACTOR's total regular route drivers) to ensure adequate coverage for drivers who may be absent due to illness, family emergency or illness or vacancy (i.e. 50 route drivers = 5 reserve drivers). All reserve drivers will be held to the same certification standards as regular route drivers and must meet all hiring qualifications as well as Department of Education and Department of Transportation requirements.

- b) CONTRACTOR agrees to assure all drivers will be CDL (commercial driver's license) qualified as required by Texas law. Each driver shall have a certified safe driving record. Additionally, all CONTRACTOR employees providing services to the DISTRICT under this Agreement shall be fingerprinted in accordance with Texas law. All new drivers shall attend the CONTRACTOR basic CDL training that includes training in both defensive driving and student management. This pre-service training shall also meet all Texas law requirements for driver training. All drivers shall receive at least ten (10) hours of in-service training per year from CONTRACTOR. All drivers shall have met the requirements listed in CONTRACTOR's Response to the RFP.
- c) CONTRACTOR shall not provide any drivers under this Agreement whom have more than six points currently on his/her record pursuant to the State of Texas points system maintained by the Texas Department of Public Safety. The CONTRACTOR shall ensure that all drivers meet all Texas state requirements for driving a school bus.
- d) CONTRACTOR agrees that in recruiting drivers for positions in the operation of the Agreement, it will emphasize its efforts to recruit from the Little Elm ISD communities. In the event that qualified and acceptable applicants are not forthcoming from these communities, then the CONTRACTOR may look elsewhere to fill vacant positions.
- e) CONTRACTOR shall conduct pre-employment physical exams and drug & alcohol testing as well as probable cause, post-accident and random drug and alcohol testing of all safety-sensitive employees as required by law and in compliance with U.S. Department of Transportation standards and other applicable federal laws. Drivers must possess and have passed a current physical fitness exam and negative drug and alcohol test.
- f) Upon request, the DISTRICT shall have the option to have DISTRICT athletic coaches drive specified athletic field trips as long as such individuals have successfully completed all legal requirements for school bus drivers.
- g) CONTRACTOR shall investigate all complaints of improper conduct on the part of any driver and will report the complaint and the results of the investigation to the DISTRICT. No person will be permitted to drive a bus if there is reason to believe that such person has engaged in any improper conduct with any Student or minor. CONTRACTOR shall take reasonable steps to prevent its employees from exposing any Student to impropriety of word or conduct. CONTRACTOR shall not permit its drivers to smoke or use tobacco (including smokeless) on the bus, to drink any intoxicating beverage, or be under the influence of any illegal drugs or alcohol while operating any bus or prior to operating any bus. CONTRACTOR shall not allow any person to drive a school bus who is, to CONTRACTOR'S actual knowledge, unstable or presents a danger to students.

11. Monitors

CONTRACTOR shall provide bus monitors, as determined by the DISTRICT, who shall ride the buses used in providing the services under this Agreement. Such monitors shall be carefully selected as to character and ability, and shall be subject to approval of DISTRICT. All bus monitors must complete a minimum of six (6) hours of training prior to working on any bus operated for DISTRICT. Monitors will be used on buses and mutually agreed between DISTRICT and CONTRACTOR, and CONTRACTOR shall be compensation for such

Monitors in accordance with the rate schedule attached to this Agreement, as such rate scheduled is amended from time to time.

12. Criminal History Record Information

CONTRACTOR shall obtain criminal history record information that relates to all persons employed by the CONTRACTOR as a bus driver, bus monitor, or bus aide, or a person the CONTRACTOR intends to employ in one of these positions. If the CONTRACTOR obtains criminal history record information indicating that a person it employs or intends to employ has been convicted of a felony or misdemeanor involving moral turpitude, the CONTRACTOR may not, without the express written permission of the Superintendent or his/her designee or Director of Human Resources, employ that person to drive or serve as a bus monitor or bus aide on a bus on which students are transported. The CONTRACTOR must meet all conditions set out in the DISTRICT'S Felony Conviction form, Human Resource Department's standards and procedures, state and federal background checks, including fingerprinting and notifications for arrests and convictions. This expense is the sole responsibility of the CONTRACTOR. Criminal history clearance must be obtained by the CONTRACTOR prior to the start of work by any employee. The DISTRICT may request evidence of criminal history checks at any time during the Agreement Term, such evidence shall be provided by the CONTRACTOR to the DISTRICT within 48 hours. Should the CONTRACTOR fail to comply with these provisions, the CONTRACTOR shall be deemed by the DISTRICT to be in default of the Agreement and a claim may be made by the DISTRICT on any performance bond.

13. Ridership

- a) The CONTRACTOR shall enforce all DISTRICT regulations governing the conduct of school bus operations and the behavior and discipline of Students transported on school buses. The CONTRACTOR shall provide a program for the training of Students in accordance with the provisions of Texas law.
- b) CONTRACTOR shall notify the Superintendent or his/her designee by 5:00 AM of any adverse weather or road conditions that would have a bearing on the decision to close or delay school. The decision to close or delay the opening of school is within the sole discretion of the Superintendent or his/her designee. The CONTRACTOR shall adjust the transportation schedule to provide transportation within a reasonable time after being notified of the Superintendent's decision to close or delay the opening of any school building at any time whether before or during the school day as a result of inclement weather or other circumstances.

14. Insurance and Indemnification

- a) CONTRACTOR shall maintain insurance as set forth in the RFP during the Agreement Term and shall furnish certificates of insurance for each policy for liability coverage and for Workers' Compensation coverage. CONTRACTOR shall furnish new Certificates of Insurance for each policy for liability coverage and for Workers' Compensation coverage within fifteen (15) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to the

DISTRICT. The CONTRACTOR will provide proof of current coverage no later than the first day of May each year. In the event it is not possible to furnish such certificates of insurance on or before the policy expiration date(s), CONTRACTOR shall furnish other written notification by mail or email, from CONTRACTOR'S insurance carriers or brokers, evidencing such coverages are in place.

- b) CONTRACTOR SHALL INDEMNIFY AND HOLD THE DISTRICT HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY ARISING FROM THE OPERATION OF THE BUSES AND THE PROVISION OF SERVICE BY CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDING THAT MAY BE BROUGHT AGAINST THE DISTRICT, THE GOVERNING BOARD, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES ON ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE DISTRICT OR THE GOVERNING BOARD THEREIN. IN THE EVENT THAT SUCH PROCEEDING IS BROUGHT AGAINST THE DISTRICT, THE GOVERNING BOARD, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES ON ANY SUCH CLAIM OR DEMAND, CONTRACTOR SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL TO DEFEND SUCH PERSONS OR ENTITIES. ANY SETTLEMENT OF CLAIMS INVOLVING THE DISTRICT SHALL BE SUBJECT TO APPROVAL BY THE DISTRICT. DISTRICT, ITS GOVERNING BOARD, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES SHALL COOPERATE IN ALL REASONABLE MANNERS IN THE DEFENSE OF SUCH CLAIMS.

15. Compensation

- a) CONTRACTOR shall receive, for providing the Service as described herein, compensation as described under the rate schedule of this Agreement hereto and made a part hereof, as such rates of compensation may be amended from time to time, operating a minimum of 170 regular school year days per year.
- b) On the third business day following the end of the previous month, CONTRACTOR shall submit invoices in the form and number required by the DISTRICT for all services under this Agreement. Not later than the twentieth business day of the month DISTRICT shall pay CONTRACTOR the full amount of the invoice unless a portion of the invoice is disputed by DISTRICT, in which case DISTRICT agrees to pay to CONTRACTOR all undisputed amounts on the invoice(s). DISTRICT and CONTRACTOR further agree that any disputed amounts will be resolved and paid or adjusted as mutually agreed within thirty (30) days.
- c) If the operating expenses for CONTRACTOR will increase, over and above the contractual increase based on CPI, CONTRACTOR shall notify DISTRICT in writing by November 1st. CONTRACTOR shall provide adequate documentation to DISTRICT reflecting the increase in operating expenses. CONTRACTOR and DISTRICT will try to negotiate an agreement based on said increased expenses. If no agreement is reached, CONTRACTOR may at its option terminate this agreement by providing notice to the DISTRICT no later

than January 1st to be effective on the subsequent July 1st without penalty or further obligation to the DISTRICT.

- d) DISTRICT reserves the right to require that the CONTRACTOR add and delete buses to or from service at the rates specified. DISTRICT and CONTRACTOR agree to negotiate rates of compensation payable by DISTRICT to CONTRACTOR should the level of home-to-school transportation services or other ancillary services result in an increase or decrease in services required in recognition of CONTRACTOR's fixed cost burdens. The number of buses required is subject to change by the DISTRICT at any time during the agreement term due to several factors (i.e., opening or closing of schools, reorganization of schools and attendance zones, etc.), as determined by the DISTRICT.
- e) DISTRICT shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of buses hereunder.
- f) Separate and apart from the provisions of Section 15(c) above, all rates in the Agreement shall be adjusted annually by an amount equal to the rates in effect for the Agreement year ending on July 31st of each year multiplied by the percentage increase, if any, in the Dallas Fort Worth Consumer Price Index for all Urban Consumers ("CPI-U"), for the twelve (12) month period ending March 31st of that year. Notwithstanding the preceding sentence, in no event will the adjusted rates be less than two percent (2%) above the rates for the immediately preceding year. If the CPI-U calculation described above results in an increase of less than two percent (2%), then the two percent (2%) minimum rate increase shall apply. The new rates will become effective with each anniversary date of this Agreement.
- g) DISTRICT agrees to provide the facility in which to operate all transportation services and DISTRICT agrees to provide all routine maintenance on the facility and pay all utility expenses at the facility.
- h) The five year estimated projected cost laid out in Appendix B is based on the Districts current level of service needs.

16. Term

This Agreement is effective for a five (5) year term beginning August 1, 2018. The Agreement may be extended for one additional five (5) year renewal period making this a maximum of ten (10) years at the mutual agreement of the DISTRICT and CONTRACTOR. If, at any time during the Agreement Term, the CONTRACTOR wishes to terminate this Agreement, then written notification of such intent to terminate shall be given to the DISTRICT no later than January 1 of the then current school year. If, at any time during the Agreement term, the DISTRICT wishes to terminate this Agreement, then written notification of such intent to terminate shall be given to the CONTRACTOR no later than January 1 of the then current school year. Such termination by DISTRICT or CONTRACTOR shall become effective on August 1 of the year in which the said written notification of termination is given.

17. CONTRACTOR's Representations

- a) CONTRACTOR agrees that its failure to comply with any of the terms and conditions of this Agreement shall be grounds for termination of this Agreement by the DISTRICT. Notwithstanding the foregoing, DISTRICT agrees that riots, strikes, or acts of God, civil

disturbance, picketing, labor dispute, government action or any condition or cause beyond the CONTRACTOR's control which render it impossible on the part of the CONTRACTOR to perform under the terms of this Agreement, shall relieve CONTRACTOR from its obligation of transporting Students hereunder, and shall likewise relieve the DISTRICT from any obligation to pay CONTRACTOR under the terms of this Agreement for the days in which the CONTRACTOR does not provide Service hereunder.

- b) CONTRACTOR shall be committed to a policy of providing equal job opportunities and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

18. Non-Appropriation of Funds

The DISTRICT represents (1) that it has adequate funds to meet its obligations under this Agreement during the current fiscal year; (2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of such funds during the term of this Agreement. However, it is understood that the availability of funds is contingent upon varied sources including tax levies. If the DISTRICT fails, at any time, to have adequate funds to provide or budget for this Agreement, then the DISTRICT may terminate this Agreement in part or entirely upon thirty (30) days prior written notice to CONTRACTOR, such termination to be effective at the end of the current DISTRICT fiscal year or earlier if mutually approved by both parties.

19. Termination

In the event that the CONTRACTOR breaches this Agreement or fails to provide Service in accordance with the terms of this Agreement, the DISTRICT shall notify the CONTRACTOR of the deficiencies in writing. The CONTRACTOR shall have thirty (30) days to correct the stated deficiencies to the satisfaction of the DISTRICT. In the event that the CONTRACTOR fails to either correct the deficiencies or make meaningful progress towards correction of the deficiencies to the satisfaction of the DISTRICT within the stated thirty (30) day period, the DISTRICT is entitled to terminate this Agreement by thirty (30) days' written notice upon the expiration of the cure period.

20. Records and Reports

- a) CONTRACTOR shall provide those reports and records which may be required or reasonably requested by the DISTRICT and necessary for proper payment, evaluation of CONTRACTOR performance, or any reports required to be submitted by the DISTRICT to any governmental agency. CONTRACTOR shall assist DISTRICT in completing all forms and documentation required by Federal, State and local municipalities. All such records shall be open to inspection by DISTRICT or its representative during regular business hours in CONTRACTOR's office.
- b) All reportable accidents (as defined by law) involving the CONTRACTOR'S equipment or personnel while operating for the DISTRICT shall be immediately verbally reported to the DISTRICT with a written report submitted to the DISTRICT within twenty-four (24) hours

of the accident. Student injuries not involving acceleration, deceleration, or movement of the bus shall be reported on form provided by the DISTRICT.

21. Place of Contract

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Texas. All reference in this Agreement to the "State" shall mean the State of Texas.

The CONTRACTOR and DISTRICT hereby agree that any and all disputes under this Agreement shall be first subject to mediation prior to any formal court action. Furthermore, the CONTRACTOR and the DISTRICT hereby agree that the venue for any disputes arising under this Agreement shall be the State District Courts in Denton County, Texas. The CONTRACTOR and the DISTRICT hereby acknowledge and agree that the prevailing party in any disputes under this Agreement shall be entitled to recovery of reasonable attorney's fees, as specifically allowed under the Texas Local Government Code Section 271.159.

22. Extension and Modification

CONTRACTOR and DISTRICT may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

23. Notices to Parties

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

a) Notices to DISTRICT shall be addressed to:

Mr. Rod Reeves
Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

b) Notices to CONTRACTOR shall be addressed to:

GoldStar Transit, Inc.
Attn: Richard Templeton, President of Operations
13642 N. Highway 183, Suite 110
Austin, TX 78750

24. Entire Agreement

This Agreement sets forth the entire agreement between the DISTRICT and the CONTRACTOR concerning the subject matter thereof. There are no representations, either oral or written, between DISTRICT and CONTRACTOR other than those contained or incorporated by reference in this Agreement. Should any portion of this Agreement be declared void or otherwise held unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

25. Rate Schedule

In consideration of the performance on the part of the CONTRACTOR of the terms of this Agreement, the DISTRICT agrees to pay the CONTRACTOR the following sums for Student transportation services rendered.

For Daily Home-to-School Regular and Special Education and Other Transportation Services:

**Regular and Special Needs Education
Home-to-School Transportation
Using DISTRICT Owned Buses
*Based on 4 Hour Daily Rate***

Bus Capacity	Daily Rate	Hourly Rate
Regular	\$192.58	\$36.18
Special Needs	\$220.50	\$36.18

**Regular and Special Needs Education
Home-to-School Transportation
Using CONTRACTOR Owned Buses
*Based on 4 Hour Daily Rate***

Bus Capacity	Daily Rate	Hourly Rate
Regular	\$293.14	\$36.18
Special Needs	\$293.14	\$36.18

**Other Transportation including Field Trips, Athletic Trips,
Shuttles and Mid-Day Runs
CONTRACTOR Employee Drivers**

Bus Capacity	Vehicle Cost/Mile	Driver Cost/Hour
All Bus Sizes	\$0.57	\$22.18

LEISD After School Program

Bus Capacity	Driver Cost/Hour	Minimum Call Out Charge
All Bus Sizes	\$36.18	\$72.36

Athletic Trips Driven by DISTRICT Coaches

Bus Capacity	Cost/Trip	Vehicle Cost/Mile
All Bus Sizes	\$43.42	\$0.57

Cost For Bus Monitors: \$17.31/hour

Non-School Bus Maintenance

Rate Per Hour	Service Charge for Road Repairs	Additional Charges For Parts Above Actual Cost (% OR \$)
\$43.00	\$43.00	5%

CONTRACTOR's pricing is based on all transportation trips beginning and ending at the DISTRICT'S transportation facility located at _____ and shall include drivers' time, including time for pre-trip, post-trip, cleanup, fueling and layover time.

For drivers and monitors in excess of forty (40) hours per week, the charge will be one-and-a-half times the hourly rate.

DISTRICT will compensate CONTRACTOR for all toll road charges incurred by vehicles used in the service of DISTRICT's transportation program.

CONTRACTOR verifies, represents, and warrants to the DISTRICT that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have hereunto set their hands this ____ day of _____, 2018.

Little Elm Independent School District

Student Transportation of America, Inc. dba
GoldStar Transit, Inc.

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPENDIX A
Adjusted Rates if District Owns All Buses
[to be attached]

APPENDIX B
Transportation Cost for 2018/19 School Year
Projected Transportation Cost Over the Next Five (5) Years
[to be attached]

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 05-21-2018	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	JOB ORDER CONTRACT RENEWAL				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVF (LEGAL)				
Summary:	Presenting previously approved Job Order Contract with S.F.C.C. for renewal through the end of 2018.				
Financial Implications:	There are no financial implications at this time.				
Attachments:	Previously approved Job Order Contract.				
Recommendation:	The Administration recommends renewing the Job Order Contract through the end of 2018.				
Motion:	I move the Board approve the renewal of the Job Order Contract with S.F.C.C., Inc.				

CONTRACT

between

Little Elm Independent School District
a political subdivision of the State of Texas

and

S.F.C.C., Inc.

For

JOB ORDER CONSTRUCTION CONTRACT

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STATE OF TEXAS

COUNTY OF DENTON

CONTRACT

BY AND BETWEEN

THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT
a political subdivision of the State of Texas

AND

S.F.C.C., Inc.

FOR

JOB ORDER CONTRACT (JOC)

In consideration of the mutual promises and covenants hereinafter contained in this Contract, the Little Elm Independent School District of Denton County, Texas, a political subdivision of the State of Texas, hereinafter called and referred to as "LEISD", and S.F.C.C., Inc., hereinafter called and referred to as the "Contractor", have agreed, and by these presents do agree, as follows:

ARTICLE 1

DEFINITIONS

- A. The "Effective Date" means the later of the two dates on which this Contract is signed by Contractor and LEISD, as indicated by their signatures below.
- B. The term "LEISD General Manager" means the LEISD Director of Facilities & Construction and the term "his duly authorized representative" means any person specifically authorized to act for the LEISD General Manager by managing this Contract, and any modification thereto. The term "LEISD General Manager" as used herein includes his "duly authorized representative" unless the text specifies otherwise.
- C. The term "LEISD Contracting Officer" as used herein means the LEISD Assistant Superintendent, Finance & Operations who has been designated responsible for administration of the Contract, including the execution of Contract modifications.
- D. The term "LEISD Project Manager", means the technical representative who has been designated by the LEISD Director of Facilities & Construction, in writing, the responsibility for assessing the Contractor's technical performance and progress; inspecting and periodically reporting on such performance and progress during the stated period of performance, and finally certifying as to the acceptance of the Contract Work in its entirety or any portion thereof, as required by the Contract documents.
- E. The term "Subcontract" as used herein means any agreement including purchase orders (other than one involving an employer/employee relationship) entered into the Contractor calling for equipment, supplies or services required for Contract performance, including any modifications thereto.
- F. The term Job Order request for proposal is a description of the individual scope of work to be contracted and associated costs.
- G. The term "Purchase Order" as used herein means the LEISD Purchase Order issued for each job under this Contract setting out the "Work."
- H. The term "Resident Architect/Engineer" shall be the LEISD supervising architect(s) and/or engineer(s), if any, designated in the Purchase Order or other writing issued by LEISD for each job under this Contract, as applicable. If no Resident Architect/Engineer is designated in the Purchase Order or other writing issued by LEISD for a job

set out in a Purchase Order, then the Contractor shall provide all required architectural and engineering services required for the job pursuant to Article 58 of this Contract.

ARTICLE 2

WORK TO BE PERFORMED

In response to Purchase Orders to be issued periodically by the LEISD Contracting Officer, the Contractor shall, except as may be specified elsewhere in this Contract, furnish all necessary labor, materials, tools, supplies, equipment, permits, transportation, disposal of construction debris, supervision, management, and perform all operations necessary and required for construction work (hereinafter called "the Work") which will be defined and further described as to specific project requirements in each Purchase Order. The Work shall be performed in accordance with the requirements set forth in each Purchase Order and as further specified in Attachment "B", Scope of Services, incorporated herein and made a part hereof.

ARTICLE 3

PURCHASE ORDERS

- A. Performance of the Work contemplated in this Contract shall be undertaken only upon the issuance of written Purchase Orders by the LEISD Contracting Officer. Purchaser Orders shall be in accordance with the requirements specified in Attachment B, Scope of Services, and will set forth, with the necessary particularity, the following, as appropriate and applicable to the Work set out in the Purchase Order:
1. Contract number along with the Contractor's name, address, and telephone number;
 2. Purchase Order number and date. All work is to have a Purchase Order before work is started;
 3. Identity of the Contractor's key personnel responsible for the performance of the Purchase Order;
 4. A Scope of Services and applicable technical specifications and drawings;
 5. A period of performance and, if required by LEISD, a work schedule;
 6. The place of performance;
 7. The LEISD Project Manager;
 8. The total not-to-exceed amount for the Work to be performed, including a component breakout if required by LEISD.
 9. Required completion date and any liquidated damages determined by LEISD;
 10. Such other information as may be necessary to perform the Work.
- Purchase Orders may be amended by the LEISD Contracting Officer in the same manner as they are issued.
- B. Purchase Orders issued prior to and in effect at the time of the expiration date of this Contract shall continue to be in effect and performed by the Contractor until such time as all requirements have been met and a written acceptance of the Work performed has been made by LEISD.
- C. The minimum dollar amount for any Purchase Order shall be for not less than \$500.00 unless otherwise agreed to by the Contractor.
- D. The Purchase Order, when issued, constitutes a firm fixed price lump sum contract for the work specified in the Scope of Service and applicable technical specifications and drawings.

ARTICLE 4

KEY STAFF MEMBERS

Contractor's key staff members listed in Attachment "C", entitled "Key Staff Members", are considered essential to the services, as set forth in Attachment "B", Scope of Services and the background and experience of the registered engineer assigned to the project by Contract, if applicable, must be acceptable to LEISD. This list may be amended from time to time during the course of the Contract to either add or delete personnel, as appropriate. Prior to any such changes, the Contractor shall notify LEISD reasonably in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit LEISD to evaluate the impact that such changes will have upon the services being performed hereunder. Any substitutes proposed for key staff members will have similar credentials and/or experience and no diversions shall be made by the Contractor without the consent of LEISD.

ARTICLE 5

SPECIFICATIONS AND DRAWINGS

- A. The Contractor shall keep, on the work site, a copy of the drawings and specifications and shall at all times give the LEISD Project Manager access thereto. Anything mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern. In case of discrepancy either in the figures, in the drawings, or in the specifications, the matter shall be promptly submitted to the LEISD Project Manager who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination shall be at his own risk and expense. The LEISD Project Manager shall furnish from time to time such detail drawings and other information as considered necessary, unless otherwise provided.
- B. Wherever in the specifications or upon the drawings the words "directed", "required", "ordered", "designated", "prescribed", or words of like import are used, it shall be understood that the "direction", "requirement", "order", "designation", or "prescription", of the LEISD Project Manager is intended. Similarly the words "approved", "acceptable", "satisfactory", or words of like import shall mean "approved by", or "acceptable to", or "satisfactory to" the LEISD Project Manager and/or the Resident Architect/Engineer, unless otherwise expressly stated.
- C. Where "as shown", "as indicated", "as detailed", or words of similar import are used, it shall be understood that the reference is made to the drawings accompanying this Contract unless stated otherwise. The word "provided" as used herein shall be understood to mean "provide complete in place", that is, "furnished and installed".
- D. Shop drawings means drawings submitted to the LEISD Project Manager by the Contractor, pursuant to the Contract, showing in detail:
 - 1. The proposed fabrication and assembly of structural elements and,
 - 2. The installation (i.e., form, fit, and attachment details) of materials or equipment.
 - 3. The construction and detailing of elements of the work.It includes drawings, diagrams, layouts, schematics, descriptive literature, illustrations, schedules, performance and test data, and similar materials furnished by the Contractor to explain in detail specific portions of the work required by the Contract. LEISD may duplicate, use, and disclose in any manner, and for any purpose, shop drawings delivered under this Contract.
- E. The Contractor shall coordinate all shop drawings, and review them for accuracy, completeness, and compliance with Contract requirements and shall indicate his approval thereon as evidence of such coordination and review. Shop drawings submitted to the LEISD Project Manager without evidence of the Contractor's approval may be returned for resubmission. The LEISD Project Manager will indicate his approval or disapproval of the shop drawings and if not approved as submitted shall indicate LEISD's reasons therefore. No work shall be done before such approval is received by the Contractor. Approval by the LEISD Project Manager shall not relieve the Contractor from responsibility for any errors or omissions in such drawings, nor from responsibility for complying with the requirements of this Contract, except with respect to variations described and approved in accordance with Paragraph F below.

- F. If shop drawings show variations from the Contract requirements, the Contractor shall describe such variations in writing, separate from the drawings, at the time of submission. If the LEISD Project Manager approves any such variation, the LEISD Contracting Officer shall issue an appropriate contract modification, except that, if the variation is minor and does not involve a change in price or in time of performance, a modification need not be issued.
- G. The Contractor shall submit to the LEISD Project Manager for approval, an appropriate number of copies as directed by the Purchase Order (unless otherwise indicated herein) of all shop drawings as called for under the various headings of these specifications. Sets of all shop drawings will be retained by the LEISD Project Manager and one set will be returned to the Contractor.
- H. Omissions from the drawings or specifications or the misdescription of details of work which are manifestly necessary to carry out the intent of the drawings and specifications, or which are customarily performed, shall not relieve the contractor from performing such omitted or misdescribed details of the work but they shall be performed as if fully and correctly set forth and described in the drawings and specifications.
- I. The Contractor shall check all drawings furnished him immediately upon their receipt and shall promptly notify the LEISD Project Manager of any discrepancies. Figures marked on drawings shall, in general, be followed in preference to scale measurements. Large scale drawings shall, in general, govern small scale drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors which might have been avoided thereby.
- J. This Article shall be included in all subcontracts at any tier.

ARTICLE 6

USE OF SPECIFICATIONS, DRAWINGS, AND NOTES

All drawings (to include as-built drawings), note books, technical and scientific data provided to the Contractor or developed by the Contractor pursuant to this Contract and all photographs, negatives, reports, findings, recommendations, data and memoranda of every description relating thereto, as well as all copies of the foregoing relating to the work or any part thereof, shall be the property of LEISD and may be used by LEISD for any use whatsoever without any claim by the Contractor for additional compensation. The Contractor shall not use any documents listed above for any purpose outside the scope of this Contract without the prior written consent of LEISD.

ARTICLE 7

LEISD-FURNISHED DOCUMENTS

The following quantities of the Contract Documents will be provided to the Contractor at no additional expense after execution of the Contract:

<u>Document</u>	<u>Quantity</u>
Contract (Including LEISD Standard Specifications)	1 copy

ARTICLE 8

PERMITS AND RESPONSIBILITIES

The Contractor shall, without additional expense to LEISD, be responsible for processing of drawings for approval by the applicable jurisdictions, and for obtaining any necessary licenses and permits, and for complying with any Federal, State and municipal laws, codes, and regulations applicable to the performance of the Work. The Contractor shall also be responsible for all damages to persons or property that occur as a result of the Contractor's or subcontractor's fault or negligence, and shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. The Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire Work, except for any completed unit of work which may have been accepted under the Contract

ARTICLE 9

MATERIAL AND WORKMANSHIP

- A. All equipment, material, and articles incorporated in the Work covered by this Contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this Contract. References in the specifications to equipment, material, article, or patented process by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, with owners written approval, use any equipment, material, article, or process that, in the judgment of the LEISD General Manager, is equal to that named in the specifications, unless otherwise specifically provided in this Contract.
- B. The Contractor shall obtain the LEISD Project Manager's or Resident Architect/Engineer's approval of the machinery and other equipment to be incorporated into the Work. When requesting approval, the Contractor shall furnish to the LEISD Project Manager or Resident Architect/Engineer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this Contract, the LEISD Project Manager, or by the Resident Architect/Engineer, the Contractor shall also obtain the Resident Architect/Engineer's approval of the material or articles which the Contractor contemplates incorporating into the Work. When requesting approval, the Contractor shall provide full information concerning the material or articles. Attachment H, Construction Submittal, shall be used for all material approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.
- C. All work under this Contract shall be performed in a skillful and workmanlike manner.

ARTICLE 10

TESTING OF MATERIALS

- A. The Contractor shall be responsible for required testing of materials prior to delivery at the site of the Work, including the design of concrete mixes. The contractor will maintain a testing log which reflects the status of all testing. LEISD will retain an independent testing laboratory to perform site testing of materials.
- B. Testing of newly installed equipment and materials necessary to ensure proper function shall be considered to be included in the R. S. Means Cost equipment and material.
- C. Final acceptance of all equipment shall be the responsibility of LEISD's designated commissioning agent. No project will be deemed to be complete until final approval of commissioning agent.

ARTICLE 11

LAYOUT OF WORK

The Contractor shall lay out his work in accordance with the Contract plans and specifications and shall be responsible for all measurements in connection with the layout of the work. The Contractor shall furnish, at his own expense, all stakes, templates, platforms, equipment, tools, materials, and labor required to layout any part of the work. The Contractor shall also be responsible for maintaining and preserving all control points established by the LEISD Project Manager or Resident Architect/Engineer. If such control points are destroyed or removed by the Contractor before their removal is authorized, the LEISD Project Manager and/or Resident Architect/Engineer may have them replaced and deduct the expense of the replacement from any amounts due or to become due to the Contractor.

ARTICLE 12

SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK

- A. The Contractor acknowledges that he has taken steps reasonably necessary to ascertain the nature and location of the Work, and that he has investigated and satisfied himself as to the general and local conditions which can affect the Work or its cost including, but not limited to:

1. Conditions bearing upon transportation, disposal, handling, and storage of materials;
 2. The availability of labor, water, electric power, and roads;
 3. Historical weather patterns, river stages, tides or similar physical conditions at the site;
 4. The conformation and conditions of the ground; and
 5. The character of equipment and facilities needed preliminary to and during work performance.
- B. No additional increase in the Contract amount will be provided when existing or known conditions require a certain amount of work to comply with the intent of the Purchase Order.
- C. The Contractor also acknowledges that he has satisfied himself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered insofar as this information is reasonably ascertainable from an inspection of the site, including all exploratory work done by LEISD, as well as from the drawings and specifications made a part of this Contract.

ARTICLE 13

DIFFERING SITE CONDITIONS

- A. The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the LEISD Contracting Officer of:
1. Subsurface or latent physical conditions at the site which differ materially from those indicated in this Contract, or
 2. Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.
- B. The LEISD Project Manager shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for performing any part of the Work under this Contract, whether or not changed as a result of the conditions, an equitable adjustment may be made and the Contract modified in writing accordingly.
- C. No request by the Contractor for an equitable adjustment to the Contract under this Article shall be allowed, unless the Contractor has given the written notice required.
- D. No request by the Contractor for an equitable adjustment to the Contract for differing site conditions shall be allowed if made after final payment under this Contract.

ARTICLE 14

CONTRACT TERM

LEISD may issue from time to time Purchase Orders to the Contractor pursuant to this Contract. Unless specifically provided otherwise in the Purchase Order, the Purchase Order shall also constitute a Notice to Proceed. The term of this Contract shall commence on the Effective Date and shall continue for one (1) year from the Effective Date, unless revised in accordance with the terms and conditions of this Contract.

ARTICLE 15

OPTION TO EXTEND THE TERM OF THE CONTRACT

Notwithstanding any other provision of this Contract, LEISD may renew the Contract performance period of this Contract for four (4) additional one-year periods, provided that the LEISD Assistant Superintendent, Finance & Operations gives written notice of such renewal to the Contractor prior to the expiration of the current Contract Term. The then current contract terms, including warranty, shall apply to any such extension made pursuant to these provisions.

Each Contract renewal, if exercised by LEISD, shall be for no more than one (1) calendar year and will be accomplished by written Contract Renewal Document.

Adjustments to the first year coefficient factors for option years shall be as set forth in Article 16 C, Compensation.

ARTICLE 16

COMPENSATION

- A. As full consideration for the satisfactory performance by the Contractor of this Contract, LEISD shall pay for the Contractor the amounts specified in the individual Purchase Order as follows:
1. Payment for work performed during standard working hours shall be based on the Standard Coefficient factor of 0.89 multiplied times the sum of unit prices specified in R. S. Means, Facilities Construction Cost Data, multiplied by the City Cost Index (McKinney).
 2. Payment for work performed during non-standard hours shall be based on the Non-Standard Coefficient factor of 0.89 multiplied times the sum of unit price specified in R. S. Means, Facilities Construction Cost Data, multiplied by the City Cost Index (McKinney).

Standard and Non-Standard hours of work are defined in Attachment "A", Contract Pricing/Coefficients.

- B. The Contract pricing as set forth herein is firm regardless of the actual quantities of work required under this Contract. The "Unit Price Book," or alternatively, the "UPB" for purposes of this Contract shall be the R. S. Means, Facilities Construction Cost Data, current volume, the cover of which is attached hereto as Attachment D. The UPB is incorporated herein for all purposes as if set forth at length. If the UPB should be discontinued, then LEISD may adopt another suitable UPB for purposes of this Contract.
- C. Adjustments For Option Year. The most recent published RS Means Unit Price Book shall be used for all purchase orders therefore there will be no adjustment of the price coefficients in any option year.
- D. Change Order to the Contract for Non-Prepriced Work: In the event there are items of work not covered by this Contract (Non-Prepriced Work) but within its scope and general intent, this Contract may be amended by change order or additional Purchase Order to establish a unit price for the items of work pursuant to paragraph 35 of this Contract. Such work shall be performed by the Contractor at the same applicable coefficient factor. Such work shall then become a part of work described in the Unit Price Book. Non-Prepriced work shall be so noted on each Purchase Order.

ARTICLE 17

INVOICING AND PAYMENTS

- A. LEISD shall make progress payments monthly as the Work proceeds, or at more frequent intervals as determined by the LEISD Contracting Officer, on estimates approved by the LEISD Director of Facilities & Construction and the LEISD Project Manager. If requested, the Contractor shall furnish a breakdown of the total Purchase Order price showing the amount included therein for each principal category of the Work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates the LEISD Project Manager may authorize material delivered on the site and preparatory work done to be taken into consideration if:
1. Consideration is specifically authorized by this Contract;
 2. The Contractor furnishes satisfactory evidence that he has acquired title to such material and that the material will be used to perform this Contract; and
 3. The Contractor furnishes satisfactory evidence that title to such material has passed to him.
- B. In making these progress payments, there shall be retained five percent (5%) of the estimated amount until final completion and acceptance of the Purchase Order. However, if the LEISD Contracting Officer finds that satisfactory progress was achieved during any period for which a progress payment is to be made, the LEISD Contracting Officer may authorize payment to be made in full without retention. When the Work is substantially complete, the LEISD Contracting Officer shall retain an amount that the LEISD Contracting Officer considers adequate protection of LEISD and may release to the Contractor all or a portion of any excess amount.
- C. All material and work covered by progress payments made shall, at the time of payment, become the sole property of LEISD, but this provision shall not be construed as:
1. Relieving the Contractor from the sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work; or
 2. Waiving the right of LEISD to require the fulfillment of all of the terms of the Contract.
- D. LEISD shall pay the amount due the Contractor under this Contract after:
1. Completion and acceptance of all the Work;
 2. Presentation of a properly executed invoice; and
 3. Presentation of release of all claims against LEISD arising by virtue of this Contract, other than claims, in stated amounts, that the Contractor has specifically excepted from the operation of the release. A release may also be required of the assignee if the Contractor's claim to amounts payable under this Contract has been assigned. Prior to final payment, the Contractor shall submit in duplicate to the LEISD Project Manager and/or the Resident Architect/Engineer, if applicable, the following completed forms, as applicable:
 - a. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706 (See Attachment "F").
 - b. Contractor's Affidavit of Release of Liens, AIA Document G706A.
 - c. Consent of Surety to Final Payment, AIA Document G707.
 - d. Subcontractor's Lien Releases notarized
 - e. Contractor's (and subcontractor or supplier) notarized affidavit stating that no asbestos building materials were used.
 - f. Maintenance and instruction manuals, if applicable. Three sets of each bound in a 3" ring binder.
 - g. Record drawings and Reproducible mylar sepias, if applicable.
 - i. Final list of subcontractors (AIA Document G805).

- E. The Contractor shall submit invoices, in duplicate, to the following address:
- Little Elm ISD
Attn: Rod Reeves
500 Lakeshore Drive
Little Elm, Texas 75068
- F. Notwithstanding anything in this Contract to the contrary, all payments to the Contractor shall be made in accordance with Chapter 2251 of the Texas Government Code. The Contractor shall comply with the requirements of Chapter 2251 of the Texas Government Code regarding payments to subcontractors.
- G. Separate invoices are required for each Purchase Order, and each invoice shall contain the Purchase Order Number.
- H. LEISD is exempt from payment of any and all sales tax. A certificate of exemption and exemption number will be furnished to the Contractor. Contractor's invoices should not contain assessment of any of these taxes.
- I. Payments shall be considered made when LEISD deposits the Contractor's payment in the mail. Payments will be made within thirty (30) calendar days provided the requirements of these payment provisions are met.

ARTICLE 18

CONSTRUCTION SCHEDULE

- A. For each Purchase Order, the Contractor shall, within three (3) days of the Purchase Order or Notice to Proceed, as applicable, prepare and submit to the LEISD General Manager for approval three (3) copies of a practicable schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing the several salient features of the Work (including acquiring materials, plant, and equipment). The schedule may be a formal CPM computerized schedule or a progress chart in a bar chart format of suitable scale to indicate appropriately the percentage of Work scheduled for completion by any given date during the period. In either case the basic information should be the same and the schedule chart must contain as a minimum:
1. A list of the different types of work activities or work elements.
 2. Show the logical dependencies (ties) to indicate what work must be accomplished before other work can begin.
 3. Show when you propose to start and complete each work activity or work element.
 4. Calculate the "weighting" or relative worth each work activity or work element is of the total project either as a percent or dollar amount.
- If the Contractor fails to submit a schedule within the time prescribed, the LEISD Contracting Officer may withhold approval of progress payments until the Contractor submits the required schedule. Upon approval by LEISD, the completion date in the required schedule shall become the "Completion Date" for the particular Purchase Order, and shall be the date that all work under the Purchase Order is to be complete.
- B. The Contractor shall submit a progress report every thirty (30) days, or as directed by the LEISD Maintenance Department, and upon doing so shall immediately deliver three (3) copies of the annotated schedule to the LEISD Director of Facilities & Construction. If, in the opinion of the LEISD Maintenance Department, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, including those that may be required by the LEISD Maintenance Department, without additional cost to LEISD. In this circumstance, the LEISD Maintenance Department may require the Contractor to increase the number of shifts, overtime operations, days of work, and/or the amount of construction plant, and to submit for approval any supplementary schedule or schedules in chart form as the LEISD Maintenance Department deems necessary to demonstrate how the approved rate of progress will be regained.
- C. Emergency Work: Contractor will give top priority to any emergency work LEISD may have and will allocate all resources necessary to accomplish such work in accordance with LEISD's schedule requirements.
- D. Failure of the Contractor to comply with the requirements of the Contract under this clause shall be grounds for a determination by the LEISD Director of Facilities & Construction that the Contractor is not prosecuting the Work

with sufficient diligence to ensure completion within the time specified in the Purchase Order, or by the Completion Date. Upon making this determination, the LEISD Assistant Superintendent, Finance & Operations may terminate the Contractor's right to proceed with the Work, or any separable part of it, in accordance with the default terms of the Contract. The parties hereto agree that time is of the essence of this Contract and of each Purchase Order issued pursuant to the Contract, and that the pecuniary damages which would be suffered by LEISD, if the Contractor does not complete all work called for in any Purchase Order by the Completion Date, are in their very nature difficult of ascertainment. It is therefore expressly agreed as a part of the consideration inducing LEISD to execute this Contract that LEISD may deduct from the final payment made to the Contractor for any Purchase Order a sum equal to \$500.00 per day for each additional calendar day beyond the Completion Date which the Contractor shall require for substantial completion of the Work included in any Purchase Order issued under this Contract. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by LEISD in the event that the work is not completed within the agreed time, or within the legally extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damage being caused by additional compensation to personnel, for loss of interest on money, administrative costs, loss of public use, and other miscellaneous increased costs, all of which are difficult of exact ascertainment.

ARTICLE 19

SUPERVISION BY CONTRACTOR

At all times during performance of a Purchase Order and until the Work is completed and accepted, the Contractor shall directly supervise the work of this Contract or assign and have on the work site, a competent superintendent who is satisfactory to the LEISD General Manager and has authority to act for the Contractor. All projects will have full time contractor supervision by a competent superintendent at all times work is in progress.

ARTICLE 20

SUBCONTRACTORS

- A. Prior to entering into a subcontract for work to be performed, the Contractor shall secure the consent of LEISD. A copy of all subcontracts shall be available at the contractor's office for review by LEISD.
- B. The Contractor shall not, without the written consent of LEISD, either replace a subcontractor previously approved, or permit such subcontract to be assigned or transferred, or allow that portion of the work to be performed by anyone other than the approved subcontractor, except the Contractor may perform a previously subcontracted portion of the Work himself with qualified personnel upon written notice to LEISD.
- C. Nothing contained in the Contract shall be construed as creating any contractual relationship between any subcontractor and LEISD. The Contractor shall be responsible to LEISD for acts and omissions of his own employees, and of subcontractors and their employees. He shall also be responsible for the coordination of the work of the trades, subcontractors and material men. The Contractor shall, without additional expense to LEISD, employ specialty subcontractors where required. Neither LEISD nor its representatives will undertake to settle any differences between the Contractor and his subcontractors, or between subcontractors. The Contractor shall indemnify and hold LEISD harmless from any and all subcontractor claims, losses or damages, including, but not limited to, court costs and attorneys' fees, arising out of or related to this Contract.
- D. The Contractor shall insert in all first tier subcontracts a requirement that certification be provided to indicate that all lower tier subcontractors and/or suppliers have been paid. The first tier subcontractor shall submit a release of claims.

ARTICLE 21

INSPECTION OF CONSTRUCTION

- A. The Contractor shall maintain an adequate inspection system and perform such inspections as will ensure that the Work called for conforms to Purchase Order requirements. The Contractor shall maintain complete inspection records and make them available to LEISD. All work shall be conducted under the general direction of the LEISD Project Manager or the Resident Architect/Engineer and is subject to inspection and test at all places and at all reasonable times before acceptance to ensure strict compliance with the terms of the Contract. The Contractor

shall use approved Daily Report and Rework forms to record the results of his quality control and quality assurance inspections and to log items requiring rework and their status. These forms will be made available to LEISD for review at any time.

- B. LEISD inspections and tests are for the sole benefit of LEISD and do not:
 - 1. Relieve the Contractor of responsibility for providing adequate quality control measures;
 - 2. Relieve the Contractor of responsibility for damage to or loss of the material before acceptance;
 - 3. Constitute or imply acceptance; or
 - 4. Affect the continuing rights of LEISD after acceptance of the complete work under Paragraph H below.
- C. The presence or absence of an inspector does not relieve the Contractor from any Contract requirement, nor is the inspector authorized to change any term or condition of the specification without the LEISD Contracting Officer's written authorization.
- D. The Contractor shall promptly furnish, without additional charge, all facilities, labor, and material reasonably needed for performing such safe and convenient inspections and tests as may be required by the LEISD Project Manager or Resident Architect/Engineer. LEISD may charge to the Contractor any additional cost of inspection or test when Work is not ready at the time specified by the Contractor for inspection or test, or when prior rejection makes reinspection or retest necessary. The LEISD Project Manager or Resident Architect/Engineer shall perform all inspections and tests in a manner that will not unnecessarily delay the Work. Special, full size, and performance tests shall be performed as described in the Purchase Order.
- E. The Contractor shall, without charge, replace or correct work found by the LEISD Project Manager and/or Resident Architect/Engineer not to conform to Purchase Order requirements, unless in the public interest LEISD consents to accept the work with an appropriate adjustment in Contract price. The Contractor shall promptly segregate and remove rejected material from the premises.
- F. If the Contractor does not promptly replace or correct rejected work, LEISD may:
 - 1. By contract or otherwise, replace or correct the work and charge the cost to the Contractor; or
 - 2. Terminate for default the Contractor's right to proceed.
- G. If, before acceptance of the entire Work, the Resident Architect/Engineer decides to examine already completed work by removing it or tearing it out, the Contractor, on request, shall promptly furnish all necessary facilities, labor, and material. If the Work is found to be defective or non-conforming in any material respect due to the fault of the Contractor or its subcontractors, the Contractor shall pay the expenses of the examination and of satisfactory reconstruction. However, if the Work is found to meet Contract requirements, the LEISD Contracting Officer shall make an equitable adjustment for the additional services involved in the examination and reconstruction, including, if completion of the Work was thereby delayed, an extension of the period of performance time.
- H. Unless otherwise specified in the Purchase Order, LEISD shall make its best efforts to accept, as promptly as practicable after completion and inspection, all work required by the Purchase Order or that portion of the Work the LEISD Contracting Officer determines can be accepted separately.

ARTICLE 22

OPERATIONS AND STORAGE AREAS

- A. The Contractor shall confine all operations (including storage of materials) to areas authorized or approved by the LEISD Project Manager.
- B. Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the prior written approval of the LEISD Project Manager and shall be built with labor and materials furnished by the Contractor without expenses to LEISD. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the LEISD Project Manager, the buildings and utilities may be abandoned and need not be removed.

- C. The Contractor shall, under regulations prescribed by the LEISD Project Manager, use only established roadways or temporary roadways constructed by the Contractor when and as authorized by the LEISD Project Manager. The Contractor shall comply with all Federal, state, and local laws and regulations when transporting materials. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks or roads.

ARTICLE 23

PROTECTION OF EXISTING VEGETATION, STRUCTURES, UTILITIES, AND IMPROVEMENTS

- A. The Contractor shall preserve and protect all structures, equipment and vegetation (such as trees, shrubs, and grass) on or adjacent to the work site, which are not to be removed and which do not unreasonably interfere with the work required under the Purchase Order. The Contractor shall only remove trees when specifically authorized to do so in writing by the LEISD Project Manager, and shall avoid damaging vegetation that will remain in place. If any limbs or branches of trees are broken during Work performance, or by the careless operation of equipment, or by workmen, the Contractor shall trim those limbs or branches with a clean cut and paint the cut with a tree pruning compound as directed by the LEISD Project Manager.
- B. The Contractor shall protect from damage all existing improvements and utilities (1) at or near the work site and (2) on adjacent property of a third party, the locations of which are made known to or should be known by the Contractor. The Contractor shall repair any damage to those facilities, including those that are the property of a third party, resulting from Contractor's failure to comply with the requirements of the Purchase Order or Contractor's failure to exercise reasonable care in performing the Work. If the Contractor fails or refuses to repair the damage promptly, the LEISD Project Manager may have the necessary work performed and charge the cost to the Contractor.

ARTICLE 24

CLEANING UP AND REFUSE DISPOSAL

The Contractor shall, at all times, keep the work area, including storage areas, free from accumulations of waste materials. Before completing the Work, the Contractor shall remove from the Work and premises any rubbish, tools, scaffolding, equipment, and materials that are not the property of LEISD. Upon completing the Work, the Contractor shall leave the work area in a clean and orderly condition satisfactory to the LEISD Project Manager. Final cleanup of the premises shall be included in the Period of Performance of the Purchase Order. All costs for all clean up, construction refuse disposal, including demolition refuse, containers and removal from the site shall be the responsibility of the Contractor and are included in the Contractor's coefficient, except for hazardous wastes not brought on site or generated by the Contractor.

ARTICLE 25

WARRANTY OF CONSTRUCTION

- A. In addition to any other warranties in this Contract or Purchase Orders, the Contractor warrants that work performed under Purchase Orders conforms to the Purchase Order requirements and is free of any defect in equipment, material or design furnished, or workmanship performed by the Contractor or any of his subcontractors or suppliers at any tier.
- B. The warranties in this Article shall continue for a period of one (1) year from the date of final acceptance of the Work. All painting and roofing work shall be warranted by the Contractor for two (2) years from the date of final acceptance of the Work.
- C. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to LEISD owned or controlled real or personal property, when that damage is the result of:
1. The Contractor's failure to conform to Contract requirements; or
 2. Any defect of equipment, material, workmanship, or design furnished.

Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any damage that results from any defect in LEISD furnished material or design.

- D. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this Article. The Contractor's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.
- E. The LEISD Project Manager shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage.
- F. If the Contractor fails to remedy any failure, defect, or damage within a reasonable time after receipt of notice, LEISD shall have the right to replace, repair, or otherwise remedy the failure, defect or damage at the Contractor's expense.
- G. With respect to all warranties, expressed or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished for Purchase Orders issued under this Contract, the Contractor shall:
 - 1. Obtain all warranties that would be given in normal commercial practice;
 - 2. Require all warranties be executed in writing for the benefit of LEISD;
 - 3. Enforce all warranties for the benefit of LEISD.
- H. In the event the Contractor's warranty under Paragraph B of this Article has expired, LEISD may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.
- I. This warranty shall not limit LEISD's rights under the Inspection of Construction Article of this Contract with respect to latent defects, gross mistakes, or fraud.

ARTICLE 26

CHANGES

- A. The LEISD General Manager may, at any time, without notice to the sureties, if any, by written order Designated or indicated to be a change order, make changes in the work within the general scope of the Purchase Orders, including changes:
 - 1. In the specifications (including drawings and designs);
 - 2. In the method or manner of performance of the Work;
 - 3. In LEISD-furnished facilities, equipment, materials, services, or site; or
 - 4. Directing acceleration in the performance of the Work.
- B. Any other written order or an oral order (which, as used in this paragraph, includes direction, instruction, interpretation, or determination) from the LEISD General Manager that causes a change shall be treated as a change order under this Article; provided, that the Contractor gives the LEISD Project Manager written notice stating the date, circumstances, and source of the order and that the Contractor regards the order as a change order.
- C. Except as provided in this Article, no order, statement, or conduct of the LEISD General Manager shall be treated as a change under this Article or entitle the Contractor to an equitable adjustment hereunder.
- D. If any change under this Article causes an increase or decrease in the Contractor's cost of, or the time required for, the performance of any part of the Work under a Purchase Order, whether or not changed by any such order, the LEISD Director of Facilities & Construction may, at the sole discretion of LEISD, make an equitable adjustment and modify the Purchase Order in writing. However, except for a "proposal for adjustment" (hereafter referred to as "proposal") based on defective specifications, no proposal for any change under Paragraph B of this Article shall be allowed for any costs incurred more than twenty (20) calendar days before the Contractor gives written notice as required.
- E. The Contractor must submit any proposal under this Article within thirty (30) calendar days after:

1. Receipt of a written change order under Paragraph A above; or
 2. The furnishing of a written notice under Paragraph B above, by submitting to the LEISD Contracting Officer a written statement describing the general nature and amount of the proposal, unless this period is extended by LEISD. The statement of proposal for adjustment may be included in the notice under Paragraph B above.
- F. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment for a Purchase Order, or not asserted in compliance with this Article.

ARTICLE 27

PRICING ADJUSTMENTS

- A. The Contractor, in connection with any proposal he makes for a Purchase Order modification, shall furnish a price breakdown itemized as required by the LEISD Project Manager. Pricing for such modifications shall be based on quantities mutually agreed to by the Contractor and LEISD, the prices contained in the R. S. Means and the applicable coefficient factor(s).
- B. Justification shall be furnished for any proposed extension in the period of performance. The proposal, together with the price breakdown and period of performance extension justification, shall be furnished by the date specified by the LEISD Project Manager.

ARTICLE 28

EXTRAS

Except as otherwise provided in this Contract, no payment for extra work shall be made unless such extra work and the price therefore have been authorized by advanced written order of LEISD pursuant to the Changes Article of this Contract.

ARTICLE 29

SUSPENSION OF WORK

- A. The LEISD General Manager may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for the period of time that the LEISD General Manager determines appropriate for the convenience of LEISD.
- B. If the performance of all or any part of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the LEISD General Manager in the administration of a Purchase Order, or by the LEISD General Manager's failure to act within the time specified in the Purchase Order (or within a reasonable time if not specified), an adjustment may be made for any increase in the cost of performance of the Purchase Order (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Purchase Order may be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract or the Purchase Order.
- C. A claim under this Article shall not be allowed for any costs incurred more than twenty (20) calendar days before the Contractor shall have notified the LEISD Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the Purchase Order.

ARTICLE 30

DISPUTES

Any dispute concerning a question of fact arising under the Contract or a Purchase Order which is not disposed of by agreement will be decided by the LEISD General Manager, who will reduce his decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the LEISD General Manager will be final unless, within thirty (30)

calendar days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the LEISD Contracting Officer a written appeal addressed to the LEISD General Manager. The LEISD Director of Facilities & Construction will hear the Contractor's appeal and make a final decision. In connection with any appeal proceeding under this Article, the Contractor will be afforded an opportunity to be heard and to offer evidence in support of his appeal. The decision of the LEISD General Manager will be final and conclusive with respect to the Contractor's administrative remedies under this Disputes Article. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of Work in accordance with the LEISD General Manager's decision. This Disputes Article does not preclude consideration of questions of law in connection with decisions provided for above. Nothing in this Contract, however, shall be construed as making final the decision of any administrative official, representative, or committee on a question of law.

ARTICLE 31

TERMINATION FOR CONVENIENCE OF LEISD

- A. LEISD may, at any time, terminate this Contract, or a Purchase Order, or part of a Purchase Order, issued pursuant to this Contract for LEISD's convenience and without cause.
- B. Upon receipt of written notice from the LEISD Assistant Superintendent, Finance & Operations of termination pursuant to this Article, the Contractor shall:
 - 1. cease operations as directed by LEISD in the notice;
 - 2. take actions necessary, or that the LEISD may direct, for the protection and preservation of the Work; and
 - 3. except for Work directed to be continued under a Purchase Order or to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.
- C. In case of such termination for LEISD's convenience under this Article, the Contractor shall be entitled to receive payment for the Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work executed. The Contractor shall not be paid on account of loss of anticipated profits or revenue for Work not executed, or other economic loss arising out of or resulting from such termination.

ARTICLE 32

DEFAULT

- A. If the Contractor refuses or fails to prosecute the Work under a Purchase Order, or any separable part, with the diligence that will ensure its completion by the Completion Date, including any extension, or fails to complete the Work within this time, LEISD may, by written notice to the Contractor, terminate the right to proceed with the Work under the Purchase Order (or separable part of the Work) that has been delayed. In this event, LEISD may take over the Work and complete it by contract or otherwise and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the Work. The Contractor shall be liable for any damage to LEISD resulting from the Contractor's refusal or failure to complete the Work within the specified time, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by LEISD in completing the Work, but does not include indirect, consequential or special damages. If the unpaid balance of any Purchase Order subject to termination under this Article exceeds the costs of finishing the Work in the Purchase Order, including compensation for Architect's services and expenses made necessary thereby, and other damages incurred by LEISD and not expressly waived, such excess shall be paid to the Contractor. The amount to be paid the Contractor or LEISD, as the case may be, shall be certified by the LEISD Project Manager and/or the Resident Architect/Engineer, if applicable, upon application, and this obligation for payment shall survive the termination of this Contract.
- B. The Contractor's right to proceed shall not be terminated nor the Contractor charged with damages under this Article or Article 18 of the Contract, if:
 - 1. The delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include:
 - a. acts of God or of the public enemy;
 - b. acts of LEISD in its contractual capacity;
 - c. acts of another Contractor in performance of a contract with LEISD;
 - d. fires;

- e. floods;
 - f. epidemics;
 - g. quarantine restrictions;
 - h. strikes;
 - i. freight embargoes; or
 - j. unusually severe weather (The basis used to define normal weather will be data showing high and low temperatures, precipitation, and number of days of severe weather in the Denton County area for the previous ten (10) years, as compiled by the United States Department of Commerce Nation Weather Service.), or
2. The Contractor, within five (5) calendar days from the beginning of any such delay (unless extended by the LEISD Contracting Officer), notifies the LEISD Contracting Officer in writing of the causes of delay. The LEISD Contracting Officer shall ascertain the facts and the extend of delay. If, in the judgment of the LEISD Contracting Officer, the findings of fact warrant such action, the time for completing the Work shall be extended. The findings of the LEISD Contracting Officer shall be final and conclusive on the parties, but subject to appeal under the Disputes Article.
- C. If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of LEISD.
- D. If the unpaid balance of any Purchase Order subject to termination under this Article exceeds the costs of finishing the Work in the Purchase Order, including compensation for Architect's services and expenses made necessary thereby, and other damages incurred by LEISD and not expressly waived, such excess shall be paid to the Contractor.
- E. The rights and remedies of LEISD in the Article are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 33

SAFETY

- A. The Contractor shall be responsible for compliance with all safety rules and regulations of the Federal Occupational Safety and Health Act and those of LEISD and all applicable State and local laws, ordinances, and regulations during the performance of this Work.
- B. Contractor shall furnish and enforce the use of individual protective equipment as needed to complete the Work, including hard hats, rain gear, protective foot wear, protective clothing and gloves, eye protection, ear protection, respirators, safety belts, safety harnesses, safety lifelines and lanyards, and high visibility reflective safety vests.
- C. Contractor shall provide his employees safety training to include special training prior to working with hazardous materials or operations.
- D. Contractor shall provide, at the Contractor's expense, warning signs, barricades, and verbal warnings as required.
- E. Contractor shall inform its employees of emergency procedures to be adhered to in case of a fire, medical emergency, or any other life-threatening catastrophes.
- F. The Contractor shall promptly notify the LEISD Project Manager of any accident involving personnel or damage to material and equipment. Copies of the "First Report of Injury (E-1 form)" and accident investigation reports of accidents as required, shall be provided to the LEISD Project Manager.
- G. The Contractor shall hold weekly safety meetings for all foremen, craft supervisors and workmen and maintain a written report of all such meetings. Copies of these written reports shall be made available to LEISD when requested.
- H. The Contractor shall perform daily job site inspections. A report of the Contractor's findings and observations, as well as corrective measures taken where required, shall be prepared and made available to LEISD when requested.

- I. The Contractor shall maintain a set of OSHA articles at the job site as they apply to the work being performed. Copies shall be provided to LEISD when requested.
- J. The Contractor shall submit to LEISD a copy of their firm's standard safety policies and program procedures which establish the safety rules and regulations as they are to be applied to performance of the work. These documents shall be submitted by the Contractor within 14 calendar days after award of the Contract.
- K. The Contractor shall assign, during performance of the work, a designated safety representative (in writing) to develop and monitor the project safety program. The name, company address, and telephone number of the assigned individual shall be submitted to LEISD by the Contractor along with their safety policies and program procedures.
- L. The Contractor shall provide and maintain on the job site, at all times, a completely stocked first aid kit which contains all emergency medical supplies as currently recommended by the American Red Cross.
- M. The Contractor shall make available for its employees and those of its subcontractors, while they are performing work on the job site, emergency medical treatment either at the job site or at a nearby medical facility.
- N. LEISD reserves the right to approve prior to commencing work and monitor the Contractor's safety policies and program procedures as applied during performance of the Work. Failure to comply with safety policies and program procedures, once approved by LEISD shall be just cause for the complete termination of the Contract in accordance with Article 32 entitled, Default.
- O. The Contractor shall comply with all requirements of Texas Government Code Section 2166.303, Texas Health and Safety Code, Subchapter C, Section 756.021, et. seq. and Occupational Safety and Health Administration Standard 29 CFR, part 1926, Subpart P-Excavations, dated October 31, 1989, (as may be amended from time to time), and shall provide a copy of tables, charts, diagrams, drawings or tabulated data applicable to the manufacturer's equipment to the LEISD Project Manager prior to the commencement of any trenching operations that will be more than five (5) feet in depth.

ARTICLE 34

USE AND POSSESSION PRIOR TO COMPLETION

- A. LEISD shall have the right to take possession of or use any completed or partially completed part of the Work. Before taking possession of or using any work, the LEISD Project Manager shall furnish the Contractor a list of items of work remaining to be performed or corrected on those portions of the Work that LEISD intends to take possession of or use. However, failure of the LEISD Project Manager to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of this Contract. LEISD's possession or use shall not be deemed an acceptance of any work under this Contract.
- B. While LEISD has such possession or use, the Contractor shall be relieved of the responsibility for the loss of or damage to the Work resulting from LEISD's possession or use, notwithstanding the terms of the Article in this Contract entitled "Permits and Responsibilities". If prior possession or use by LEISD delays the progress of the Work or causes additional expense to the Contractor, an equitable adjustment may be made in the Purchase Order price or the time of completion, and the Purchase Order may be modified in writing accordingly.

ARTICLE 35

NON-PRICED ITEMS OF WORK

- A. Where a specific item or type of work is not covered in the Unit Price Book (UPB), the UPB may be utilized to determine prices for the item or type of work based on a comparison of form, fit and function to those specified in the UPB. LEISD will use the UPB as a reference to make a determination of prices for such items prior to using the non-prepriced (NPP) procedures contained in Paragraph B of this Article.
- B. For modifications where pricing cannot be determined by the Unit Price Book, the Contractor shall furnish, unless otherwise directed, a breakdown in sufficient detail to permit an analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, and shall cover all work involved in the modification, whether such work was deleted, added or changed. Any amount claimed for subcontractors or material suppliers shall

require price quotations from at least three (3) sources and be supported by a similar cost breakdown, which shall show subcontractors/suppliers by prime, and others. The LEISD Contracting Officer may accept fewer than three (3) quotes for NPP products and/or services if this requirement is not feasible. All costs claimed are subject to negotiation; however, markup (including overhead, profit and bonds) shall be determined as follows:

1. Work performed under a contract with a coefficient greater than or equal to one:
 - a. No markup on work performed directly by the prime contractor is permitted.
 - b. Three percent (3%) on work performed by a subcontractor. If a subcontractor's quote includes markup, no additional markup will be permitted
2. Work performed under a contract with a coefficient less than one:
 - a. Fifteen percent (15%) total on work performed by the Prime Contractor.
 - b. Eighteen Percent (18%) total: Fifteen percent (15%) subcontractor + three percent (3%) prime contractor on work performed by sub-contractors. If subcontractor quote includes markup, no additional subcontractor markup will be permitted.

- C. Frequently used Non-prepriced items may be added to the unit price book data base at the discretion of the LEISD General Manager. Hard copies of original quotes and summary work sheets must be on file with the LEISD Contracting Officer before NPP items are added to UPB database.

ARTICLE 36

OTHER CONTRACTS

LEISD may undertake or award other contracts for additional work at or near the site of work under this Contract. The Contractor shall fully cooperate with the other contractors and with LEISD employees and shall carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by the LEISD Project Manager. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by LEISD employees.

ARTICLE 37

COMPOSITION OF CONTRACTOR

If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

ARTICLE 38

PATENT INDEMNITY

Except as otherwise provided, the Contractor agrees to indemnify LEISD and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters Patent of the United States arising out of the performance of this Contract or out of the use or disposal by or for the account of LEISD of supplies furnished or construction work performed hereunder.

ARTICLE 39

GRATUITIES

- A. The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the LEISD General Manager, or a designee, determines that the Contractor, its agent, or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of LEISD.
- B. The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- C. If this Contract is terminated under Paragraph A above, LEISD is entitled to pursue the same remedies as in a breach of the Contract.
- D. The rights and remedies of LEISD provided in this Article shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

ARTICLE 40

OFFICIALS NOT TO BENEFIT

- A. No member, officer, or employee of LEISD, or of another local public body having jurisdiction over LEISD, shall, during his tenure or for one year thereafter, have any interest, direct or indirect, in this Contract, company, or the proceeds thereof.
- B. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Work required under this Contract. In the event any question of possible conflict should arise, the determination of LEISD shall be controlling. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by the Contractor.

ARTICLE 41

DISSEMINATION OF CONTRACT INFORMATION

The Contractor shall not publish, permit to be published, or distribute for public consumption, any information, oral or written, concerning the results or conclusions made pursuant to performance of this Contract, without prior written consent of the LEISD General Manager. (Two (2) copies of any material proposed to be published or distributed shall be submitted to the LEISD General Manager.)

ARTICLE 42

AGENT TO ACCEPT SERVICE

The Contractor shall maintain within Denton County, Texas, a duly authorized agent to accept service of legal process on its behalf, and shall keep LEISD advised of such agent's name and address during the duration of the Contract, and for three (3) years after final payment or as long as the Contractor has warranty obligations under Contract Article entitled "Warranty of Construction", whichever period terminates later.

ARTICLE 43

PERFORMANCE AND PAYMENT BONDS

- A. The Contractor shall provide a separate Payment and Performance Bond, if required by law, based on the amount or estimated amount of any order as set out in a Purchase Order, said bonds covering payment of obligations arising thereunder and the faithful performance of the Purchase Order, respectively. The Performance and Payment Bonds must be submitted to the LEISD Contracting Officer within five (5) business days after receipt of a copy of the Purchase Order, or determination of cost of the Purchase Order, whichever is later. No Work under a Purchase Order may be commenced before the Performance Bond and Payment Bond, if required by law, are executed to LEISD. Surety companies must be authorized to write surety bonds in Texas and any such surety bond must comply with the requirements of Article 7.191, Texas Insurance Code.
- B. All bonds shall be originals. The Contractor shall require the attorney in fact who executes the required Bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney. The name, address, and telephone number of a contact person for the Bonding Company shall be provided.
- C. The Bonds shall be provided to comply with the terms and provisions of Chapter 2253 of the Texas Government Code and Texas Education Code Subsection 44.041(g). Bonds shall be signed by an agent resident in the State of Texas and the date of bond shall be the date of issuance of the Purchase Order.

ARTICLE 44

ADDITIONAL BOND SECURITY

The Contractor shall promptly furnish additional security required to protect LEISD and persons supplying labor or materials under this Contract if:

1. Any surety upon any bond furnished with this Contract becomes unacceptable to LEISD.
2. Any surety fails to furnish reports on its financial condition as required by LEISD, or
3. The Purchase Order price is increased so that the penal sum of any bond becomes inadequate in the opinion of the LEISD Director of Facilities & Construction.

ARTICLE 45

CONTRACTOR'S INSURANCE

- A. The Contractor shall purchase and maintain in effect during the entire period of this Contract, including any maintenance period thereof, insurance of the types and with minimum limits of liability as stated below. Such insurance shall protect Contractor from claims which may arise out of or result from Contractor's operations whether such operations are performed by Contractor or by any subcontractor or by anyone for whose acts any of them may be liable.

1. **WORKERS' COMPENSATION.** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project is required for the duration of the project.

Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Texas Labor Code 406.096) include all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owners-operators, employees of any such entity, or employees of any entity that furnishes persons to provide services on the project.

Services include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. Services do not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas labor Code 401.011 (44) for all employees of the contractor providing services on the project for the duration of the project.

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- a. A certificate of coverage, prior to that person beginning work on the project, so the government entity will have on file, certificates of coverage showing coverage for all persons providing services on the project; and
- b. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery within ten days after the contractor knew or should have known, of any change that materially affects the provision of coverage or any person providing services on the project.

The Contractor shall post on each project site a notice, in the text form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

- a. Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code 401.011 (44) for all of its employees providing services on the project for the duration of the project;
- b. Provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project for the duration of the project.
- c. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- d. Obtain from each other person with whom it contracts, and provide to the Contractor:
 - 1) A certificate of coverage, prior to the other person beginning work on the project; and
 - 2) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- e. Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- f. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- g. Contractually require each person with whom it contracts to perform as required by items 1-7, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

The coverage requirement recited above does not apply to sole proprietors, partners, and corporate officers who are excluded from coverage in an insurance policy or certificate of authority to self-insure that is delivered, issued for delivery, or renewed on or after January 1, 1996. 28 TAC 110.110(i)

2. EMPLOYER'S LIABILITY:

BODILY INJURY BY ACCIDENT

Each Occurrence	\$250,000.00
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BODILY INJURY BY DISEASE

Each Employee	\$250,000.00
Policy Limit	\$250,000.00

3. COMMERCIAL COMPREHENSIVE GENERAL LIABILITY INSURANCE including Products/Completed Operations and Contractual Liability with limits of liability not less than:

\$500,000	General Aggregate
\$500,000	Products/Completed Operations Aggregate
\$500,000	Each Occurrence
 4. AUTOMOBILE LIABILITY INSURANCE covering all owned, hired and non-owned motor vehicles used in connection with the work being performed under the contract with limits of liability not less than:

\$500,000	Combined Single Limit Each Accident
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 5. BUILDERS RISK: Provide "All Risk" property insurance including structures and materials to cover Owner, Contractor, and all subcontractors in the amount of each and every Purchase Order issued under this Contract as well as subsequent modifications thereto for the entire work at the site on a replacement cost basis with a maximum deductible of \$1,000.00.
 6. ADDITIONAL INSURANCE
 - a. Owner's Insurance: Carry and pay for Owner's Protective Liability Insurance in the same amounts as specified above for the Contractor's General Liability. Name the Architect, Engineers, and Consultants as additional insured if applicable.
 - b. Comprehensive Catastrophic Liability: Excess over the above liability policies in the amount of \$500,000.00 each occurrence (Combined limit).
- B. The policies providing Commercial General Liability and Automobile Liability insurance as required in Paragraphs A.2 and A.3 shall be endorsed to name LEISD, its directors and employees as Additional Insured as respects Contractor's operations in performance of this contract. Such insurance as is provided herein shall be primary and non-contributing with any other valid and collectible insurance available to LEISD.
- C. All policies providing Contractor's insurance as required in Paragraphs A.1, A.2, and A.3 above shall be endorsed to provide the following:
1. Thirty (30) days written notice of cancellation or non-renewal to LEISD at the address designated elsewhere in the contract for Notices.
 2. Waiver of subrogation in favor of LEISD, its directors and employees.
- D. The limits of liability as required above may be provided by a single policy of insurance or by a combination of primary, excess or umbrella policies. But in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required above.
- E. All policies of insurance presented as proof of compliance with the above requirements shall be on forms and with insurance companies approved by LEISD. All such insurance policies shall be provided by insurance companies having Best's Ratings of A or greater and VII or greater (A/VII) as shown in the most current issue of Best's Rating Guide. Policies of insurance issued by insurance companies not rated by Best's or having Best's ratings lower than A/VI will not be accepted as complying with the insurance requirements of the contract unless such insurance companies were approved in writing prior to award of contract.
- F. Proof of compliance with these insurance requirements shall be furnished LEISD in the form of original certificate of insurance signed by an authorized representative or agent of the insurance company(ies) within fifteen (15) days of notice of award of contract. Renewal or replacement certificates shall be furnished LEISD not less than fifteen (15) days prior to the expiration or termination date of the applicable policy(ies).
- G. Except for the mandatory workers compensation coverages set out in A1 of this Article pursuant to which Contractor has no discretion, Contractor shall require any and all subcontractors performing work under this contract to carry insurance of the types and with limits of liability as Contractor shall deem appropriate and adequate for the work being performed. Contractor shall obtain and make available for inspection by LEISD upon request, current certificates of insurance evidencing insurance coverage carried by such subcontractors.

ARTICLE 46

INDEMNIFICATION

Contractor hereby agrees to fully protect, defend, indemnify and hold harmless LEISD, together with its respective officers, board of trustees, employees, and agents, from all claims, liabilities, and demands for injuries to or death of any person and for loss of or damage to any property to the extent in any way arising out of or connected with the negligent acts or omissions of the contractor and its subcontractors or otherwise arising out of this Contract.

ARTICLE 47

WAGE RATES

In compliance with the laws of Texas relating to Labor, the Contractor and each Subcontractor shall pay to all laborers, workmen and mechanics employed by them in execution of this contract not less than the rates of pay determined to be the prevailing wages in the area of the construction site in the State of Texas for each craft or type of workman, mechanic and apprentice required to execute this contract.

The prevailing rates of wages shall be paid on the project in conformity with the laws of the State of Texas including but not limited to Tex. Gov't Code, Chapter 2258. See Attachment G for current labor rates for this Contract.

ARTICLE 48

CLEAN AIR AND WATER

Contractor agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11838, and Environmental Protection Agency regulations (40 CFR, Part 15) which prohibit the use under nonexempt Federal Contracts, grants or loans, of facilities included on the EPA List for Violating Facilities.

The use of materials which have been identified by governmental agencies as being hazardous or creating potentially hazardous conditions will not be allowed on any project. Specifically, products containing lead, asbestos, polychlorinated biphenyl (PCB) are prohibited. The Contractor shall assume a strict and cautious position in responding to reports of other materials which may be identified as hazardous during the construction period.

If any material originally specified or approved for use in the work should become listed as suspected or verified, the Contractor shall immediately notify the owner and initiate efforts to postpone the installation until the matter can be investigated.

Close-out documents require affidavits from the Contractor as well as each subcontractor attesting to the fact that no products as prohibited for use in public facilities have been incorporated into the work.

Additionally, all requirements of laws and ordinances concerning "right to know" of the general public, as well as workmen who perform work on the project shall be adhered to by all parties and shall be so specified.

ARTICLE 49

AVAILABILITY OF RECORDS

- A. The Contractor shall make available at its office at all reasonable times the materials described below for examination, audit, or reproduction, until three (3) years after final payment under this Contract.
- B. The Contractor shall maintain and the LEISD Contracting Officer or representatives of the LEISD Contracting Officer shall have the right to examine and audit books, records, documents, and other evidence and accounting procedures and practices, sufficient to reflect properly all expenditures claimed to have been incurred or anticipated to be incurred in performing this Contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the Contract and whatever applicable records are maintained.
- C. LEISD shall have the right to examine and audit all books, records, documents, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the Contract or modification.

- D. If this Contract is completely or partially terminated, the records relating to the work terminated shall be made available for three (3) years after any resulting final termination settlement.
- E. Records pertaining to appeals under the Disputes Article or to litigation or the settlement of claim arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.
- F. The Contractor shall insert an article containing all the provisions of this Article, in all subcontracts over \$2,500.00 under this Contract, altering the Article only as necessary to identify properly the contracting parties and the contracting office under LEISD's prime contract.

ARTICLE 50

ADMINISTRATIVE CONTROL OF CORRESPONDENCE

Correspondence, transmittal letters, etc., issued by each party to this Contract will be sequentially numbered for ease of control and cross reference. Each document will also refer to the Contract number and Purchase Order number. The correspondence shall be addressed to the appropriate LEISD representative set forth elsewhere in this Contract. Should it be addressed to someone other than the LEISD Contracting Officer a copy shall be provided to the LEISD Contracting Officer.

ARTICLE 51

CONTRACT ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. Contract Modifications, if any;
2. The Contract Articles;
3. Purchase Orders;
4. Technical Specifications/Scope of Services;
5. Drawings; and
6. LEISD Standard Specifications, (See Attachment "E")

ARTICLE 52

NOTICES

All notices to either party by the other shall be delivered personally or sent by U.S. registered or certified mail, postage prepaid, addressed to such party at the following respective addresses for each:

1. LITTLE ELM INDEPENDENT SCHOOL DISTRICT OF DENTON COUNTY, TEXAS
500 Lakeshore Drive
Little Elm, Texas 75068
Attention: Rod Reeves, Director of Facilities & Construction
2. Contractor:
S.F.C.C., Inc.
12868 Preston Road
Frisco, Texas 75034
Attention: Kirk Krasovec, Vice President

and shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change of address to the other in the manner provided for above.

ARTICLE 53

SEVERABILITY

If any provision of this Contract, or the application thereof to any person or circumstances is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Contract in the event any provision hereof is declared illegal, invalid, or unenforceable.

ARTICLE 54

WAIVERS

- A. Neither LEISD's review, approval or acceptance of, nor payment for, the Work required under this Contract shall be construed to operate as a waiver of any rights, under this Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to LEISD in accordance with applicable law and the terms of this Contract for any damages to LEISD caused by the Contractor's negligent act, error or omission in the performance of any of the Services furnished under this Contract.
- B. The waiver by LEISD of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

ARTICLE 55

MERGER

This Contract sets forth the entire agreement between the parties with respect to the subject matter thereof, and supersedes and replaces all proposal, negotiations, representations, and implied obligations.

ARTICLE 56

INTERPRETATION, JURISDICTION AND VENUE

This Contract shall be construed and interpreted solely in accordance with the laws of the State of Texas. Venue of any suit, right or cause of action arising under or in connection with the Contract shall be exclusively in Denton County, Texas.

ARTICLE 57

CONTRACTOR'S QUALIFICATIONS AND TECHNICAL PROPOSAL

The Phase 1 Qualification (Technical) Package submitted by the successful proposer shall be included as Contract Attachment "I" and be considered part of the contract documents. The Contractor will be expected to perform within the parameters of statements and claims presented in the qualification/technical proposal submission. Should any conflict between documents become apparent, the most stringent requirements will apply.

ARTICLE 58

ATTACHMENTS

The Attachments referred to in this Contract and attached hereto are incorporated herein for all purposes as if set forth at length.

ARTICLE 59

ENGINEERING AND ARCHITECTURAL SERVICES

For any Purchase Order, LEISD shall always have the option, at any time during the course of the Work, to name its Resident Architect/Engineer as the supervising architect(s) and/or engineer(s) for the Purchase Order, either in the Purchase Order or in another writing issued by LEISD. If no Resident Architect/Engineer is designated in the Purchase Order or other writing issued by LEISD for a job set out in a Purchase Order, then the Contractor shall provide all required architectural and engineering services as required by Texas Education Code Subsection 44.041(i), which is incorporated herein for all purposes as if set forth at length.

IN TESTIMONY OF WHICH, this instrument has been executed by and on behalf of the Contractor on the _____ day of _____, 2015, and has been executed by and on behalf of LEISD the _____ day of _____, 2015.

CONTRACTOR

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
A political subdivision of the State of Texas

By: _____

Executed for and on behalf of the Little Elm Independent School District pursuant to Board of Trustees approval.

Name: _____

passed on the day of _____, 2015.

Title: _____

Date: _____

By: _____

Name: _____

Title: _____

Date: _____

ATTACHMENT "A"

CONTRACT PRICING/COEFFICIENTS

The Contractor shall furnish all supervision, labor, materials, tools, supplies, equipment, transportation, bonds, insurance, including taxes, overhead & profit to perform all operations necessary and required for the Job Order Construction Contract in accordance with the terms and conditions of the proposed Contract, and as further specified in individual Purchase Orders.

Contractor Name S.F.C.C., Inc.

A.	Coefficient for Standard Hours:	<u>0.89</u>
B.	Coefficient for Non-Standard Hours:	<u>0.89</u>

(Once the successful proposer is determined, the coefficient pricing will be included in this Attachment "A")

The actual pricing for work performed under this Contract will be based on the unit rates contained in the current volume of The R. S. Means "Facilities Construction Cost Data" manual, including the applicable Coefficient factor as set forth above, multiplied by the City Cost Index (McKinney), and the quantities mutually agreed to by the Contractor and LEISD prior to issuance of a Purchase Order.

Hours of Work: Standard hours of work will be from 7:00 a.m. to 5:00 p.m., Little Elm time, Monday, through Friday, unless alternate standard hours are agreed to for an individual Purchase Order. Hours worked before 7:00 a.m. and after 5:00 p.m., Monday through Friday, and all hours worked on Saturdays, Sundays, as well as scheduled school holidays will be considered non-standard hours, contingent on Contractor having worked a forty (40) hour workweek for non-holiday workweeks. The Contractor will be required to notify the LEISD Director of Facilities & Construction or their authorized representative, in writing, a minimum of twenty-four (24) hours in advance when planning to work non-standard work hours. Any work necessary on non-standard hours to maintain project schedules, due to Contractor delay, shall be performed without additional cost to LEISD.

Any Purchase Order issued under this Contract will be considered a Separate Contract in accordance with the Texas Tax Code. Prior to award of a Purchase Order price, separating "Materials Incorporated Into the Project" from "All Other Charges".

ATTACHMENT "B"

SCOPE OF SERVICES

1.0 GENERAL INFORMATION

This is a fixed unit price, indefinite quantity type contract for the performance of a broad range of construction, repair and maintenance work on an as-needed basis as may be required by LEISD. The specific work requirements will be identified in Purchase Orders to be issued by LEISD.

2.0 DOCUMENTS

The following documents shall be used in the execution of work under this Contract:

2.1 R. S. Means, "Facilities Construction Cost Data," current volume.

LEISD Specifications, Attachment E.

3.0 PURCHASE ORDERS

Any work required under this Contract shall be ordered by issuance of formal, written Purchase Order, as follows:

- 3.1 As the need exists for performance under the terms of this Contract, the LEISD Project Manager will notify the Contractor of an existing requirement in writing.
- 3.2 Upon the receipt of this notification, the Contractor shall respond within two (2) working days, or as otherwise instructed by LEISD, by:
 - 3.2.1 Visiting the proposed site in the company of the LEISD Project Manager, or;
 - 3.2.2 Establishing contact with the LEISD Project Manager to further define the scope of the requirement.
- 3.3 Upon establishment of the scope of the individual requirement, the Contractor shall then prepare a proposal for accomplishment of the task.
- 3.4 The R. S. Means, "Facilities Construction Cost Data" manual, Contractor's coefficient factor and City Cost Index (McKinney), shall serve as the basis for establishing the value of the work to be performed.
- 3.5 The Contractor's proposal shall be submitted within five (5) working days unless otherwise specified by LEISD.
- 3.6 Upon receipt of the Contractor's proposal, LEISD's Director of Facilities & Construction office will review the proposal for completeness and will reach agreement with the Contractor on pricing, schedule, and all other terms, prior to issuance of a Purchase Order. The schedule included in this proposal shall also be incorporated into the construction schedule prepared pursuant to Article 18 of the Contract.
- 3.7 In the event LEISD does not issue a Purchase Order after receipt of Contractor's proposal, LEISD is not obligated to reimburse the Contractor for any costs incurred in the preparation of the proposal.

4.0 SCHEDULING OF WORK

- 4.1 Unless specified otherwise in the Purchase Order, each Purchase Order will include a Notice to Proceed. The first day of performance under a Purchase Order shall be the effective date specified in therein, or in the separate Notice to Proceed, if applicable. Any preliminary work started or materials ordered or purchased before receipt of the Purchase Order, or Notice to Proceed shall be at the risk and expense of the Contractor. The Contractor shall diligently prosecute the Work to completion within the time set forth in the Purchase Order and the schedule determined pursuant to Article 18 of the Job Order Contract. The period of performance includes allowance for mobilization, holidays, weekend days, inclement weather, and cleanup. Therefore, claims for delay based on these elements will not be allowed. When

the Contractor considers the Work complete and ready for its intended use, the Contractor shall request LEISD to inspect the Work to determine the status of completion. When LEISD determines the Work to be substantially complete, LEISD will issue a Certificate of Substantial Completion with a list of items to be completed or corrected prior to final payment for the Purchase Order. The Contractor shall proceed promptly to complete and correct items on the list.

- 4.2 Delivery of materials and equipment shall be made without interference to LEISD operations and personnel.
- 4.3 Furniture and portable office equipment in the immediate work area will be moved by the Contractor and replaced to its original location. If the furniture and portable office equipment cannot be replaced to its original location, LEISD will designate new locations.
- 4.4 The Contractor shall take all precautions to ensure that no damage will result from its operations to private or public property. All damages shall be repaired or replaced by the Contractor at no cost to LEISD.
- 4.5 The Contractor shall be responsible for providing all necessary traffic control, such as street blockages, traffic cones, flagmen, etc., as required for each Purchase Order at no additional cost to LEISD. Proposed traffic control methods shall be submitted to LEISD for final approval.

5.0 QUALITY ASSURANCE/QUALITY CONTROL PROGRAM

The Contractor shall submit, for LEISD approval, a Quality Assurance/Quality Control Plan within fifteen (15) calendar days after Contract Award. This plan should address all aspects of quality control including responsibility for surveillance of work, documentation, trend analysis, corrective action and interface with LEISD inspectors.

6.0 RESIDENT LEISD PROJECT MANAGER

The Contractor's resident Project Manager shall be knowledgeable in multiple disciplines including electrical, mechanical, HVAC, paving, landscaping, painting, roofing and plumbing. The Project Manager's background and credentials must be acceptable to LEISD. One of the responsibilities of the resident Project Manager would be to seal plans required for permitting and compliance with all applicable codes.

7.0 JOC SUPPORT REQUIREMENTS

7.1 Computer System

The contractor shall provide access and a minimum of 4 hours training to LEISD staff for the access and use of the RS Means cost and data program and access used for the pricing of projects. LEISD will maintain access and use of the RS Means system, thru the JOC contractor for the duration of the contract terms.

7.2 Office Supplies

7.2.2 The Contractor shall be responsible for furnishing a copier, FAX machine, office supplies, and all other items necessary for the operation of the work under this contract.

7.3 LEISD Furnished Utilities

LEISD shall provide, free of charge to the Contractor, utilities and toilet facilities that are available at each site for work performed under this Contract.

7.3.1 Water

LEISD shall furnish to the Contractor, from existing LEISD facilities and without cost to the Contractor, a supply of water necessary for the performance of work under this Contract. LEISD will in no case furnish or install any required supply connections and piping for the purpose of implementing the availability of the water supply. It is the responsibility of the Contractor to

determine the extent to which existing LEISD water supply source is adequate for the needs of this Contract.

All taps, connections, and accessory equipment required in making the water supply source available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled, and performed as directed and approved by LEISD. Said taps, connections, and accessory equipment shall be maintained by the Contractor in a workmanlike manner in accordance with the rules and regulations of applicable jurisdictions. Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the water supply source and facility in its original condition. Such removal shall also be subject to the approval of LEISD.

7.3.2 Electricity

LEISD shall furnish to the Contractor from existing LEISD facilities and without cost to the Contractor, electricity necessary for the performance of work under this Contract. LEISD will, in no case, furnish or install any electrical facility or accessory for the purpose of this Contract. It is the responsibility of the Contractor to determine the extent to which existing LEISD electrical facilities are adequate for the needs of this Contract.

All taps, connections, and necessary equipment required in making the electrical power available will be accomplished by and at the expense of the Contractor. All work in connection therewith shall be coordinated, scheduled and performed as directed and approved by LEISD. Said taps, connections, and accessory equipment shall be maintained by the Contractor in a workmanlike manner in accordance with the rules and regulations of the applicable jurisdictions. Upon completion of the Contract the removal of all taps, connections and accessories will be accomplished by and at the expense of the Contractor so as to leave the electrical power source and facility in its original condition. Such removal shall also be subject to the approval of LEISD

8.0 WORK BY LEISD

LEISD reserves the right to undertake or award contracts for the performance of the same or similar type work as contemplated herein, and to do so will not breach or otherwise violate this Contract

ATTACHMENT "C"

KEY STAFF MEMBERS

Kirk Krasovec, Project Manager
Paul Speed, Assistant Project Manager

ATTACHMENT "D"

Insert Cover Page from R.S. Means Unit Price Book

ATTACHMENT "E"

Insert LEISD Standard Specifications

ATTACHMENT "F"

**CONTRACTOR'S
AFFIDAVIT OF
PAYMENT OF
DEBTS AND CLAIMS**
AIA DOCUMENT G706

OWNER
ARCHITECT
CONTRACTOR
SURETY
OTHER

TO (Owner)

ARCHITECT'S PROJECT NO:
CONTRACT FOR:

PROJECT:
(name, address)

CONTRACT DATE:

State of: _____

County of: _____

The undersigned, pursuant to Article 9 of the General Conditions of the Contract for Construction, AIA Document A201, hereby certifies that, except as listed below, he has paid in full or has otherwise satisfied all obligations for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible.

EXCEPTIONS: (If none, write "None". If required by the Owner, the Contractor shall furnish bond satisfactory to the Owner for each exception.)

SUPPORTING DOCUMENTS ATTACHED HERETO:

CONTRACTOR:

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA DOCUMENT G707, CONSENT OF SURETY, may be used for this purpose.
Indicate attachment: (yes) (no).

Address:

The following supporting documents should be attached hereto if required by the Owner:

BY:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Sub-contractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA DOCUMENT G706A).

Subscribed and sworn to before me this
day of 20

Notary Public:

My Commission Expires:

AIA CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.

ATTACHMENT "G"

PREVAILING WAGE RATES

Little Elm Independent School District
Labor Classification and Prevailing Wage Rates
for Building Construction
(Minimum Rates)

CRAFT

BASIC WAGE

General Decision Number: TX130047 01/04/2013 TX47

Superseded General Decision Number: TX20120047

State: Texas

Construction Type: Building

Counties: Collin and Denton Counties in Texas

BUILDING CONSTRUCTION PROJECTS (does not include single family homes and apartments up to and including 4 stories). Use current heavy and highway General Wage Determination for Paving and Utilities incidental to Building Construction.)

Modification Number	Publication Date
0	01/04/2013

*IRON0263-001 06/01/2012

	Rates	Fringes
IRONWORKER (Structural).....	\$ 21.85	5.40

* SUTX1989-002 11/01/1989

	Rates	Fringes
--	-------	---------

Acoustical Installer.....	\$ 12.27	
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CARPENTER (Excluding Acoustical Installers & Drywall Hangers).....	\$ 12.36	1.38
--	----------	------

DRYWALL HANGER.....	\$ 12.17	
---------------------	----------	--

ELECTRICIAN.....	\$ 13.10	1.97
------------------	----------	------

Laborer, Unskilled (Excluding Landscape Laborers).....	\$ 7.25	.86
--	---------	-----

Painters:		
Brush & Spray.....	\$ 10.15	
Painters doing drywall finishing only.....	\$ 10.08	

PAPERHANGER.....	\$ 12.50	2.20
------------------	----------	------

Plumbers and Pipefitters (Including HVAC Work).....	\$ 12.47	1.87
Power Equipment Operator Cranes.....	\$ 15.00	2.85
ROOFER.....	\$ 10.17	1.10
Sheet metal worker (Including HVAC Duct Work).....	\$ 10.94	1.45
SPRINKLER FITTER.....	\$ 12.00	2.30

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator

U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

ATTACHMENT "H"
SUBMITTAL FORM

Submittal No. _____ Contract _____ Deliver Order # _____

Job Title: _____

PART I - Contractor

From: _____ To: Little Elm ISD

The following is submitted for approval per Specification Section No. _____

Item: _____

IT IS HEREBY CERTIFIED THAT THE _____ EQUIPMENT _____ MATERIAL SHOWN AND MARKED IN THIS SUBMITTAL IS THAT PROPOSED TO BE INCORPORATED INTO THE ABOVE REFERENCED DELIVERY ORDER; IS IN COMPLIANCE WITH THE CONTRACT DRAWINGS AND SPECIFICATIONS, AND CAN BE INSTALLED IN THE ALLOCATED SPACES.

Certified By: _____ Date: _____

PART II - for Designer (Consultant) use

To: Little Elm ISD

This submittal has been reviewed and the following recommendations are made:

Signature: _____ Date: _____

PART III - For Delivery Order Construction Contract use

From: Little Elm ISD To: _____

Enclosures are returned with the following comments:

Approved _____ Disapproved _____ Comments _____

Signed: _____ Title: _____

Date: _____

ATTACHMENT "I"

Insert Contractor's Qualifications and Technical Proposal Package

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 05-21-2018	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	CONSTRUCTION MANAGER ASSIGNMENT FOR NEW LOWELL H. STRIKE MIDDLE SCHOOL, ORG# 044				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LEGAL)				
Summary:	Presenting recommendation of CM at Risk for the new Lowell H. Strike Middle School, Org.# 044.				
Financial Implications:	There is no financial impact to the budget at this time.				
Attachments:	Results of RFP request for CM fees and General Conditions.				
Recommendation:	The Administration recommends the approval of Cadence McShane as the Construction Manager at Risk for the new Lowell H. Strike Middle School, Org.# 044, including \$15,000 for Pre-construction Services.				
Motion:	I move the Board approve the assignment of Cadence McShane as the Construction Manager at Risk for the new Lowell H. Strike Middle School, Org.# 044, and authorize negotiations with them that will result in an executed agreement for presentation at a future date.				



MIDDLE SCHOOLS RFP RESPONSE COMPARISONS

CM FIRM	REC'D	TARGET GMP	DURATION	GEN. COND.	Fee	EST. GMP	COST TO VALUE	REMARKS
Balfour Beatty	5/8/2018	\$53,000,000	19	\$1,195,646 \$62,929	1.95% \$1,033,500	\$55,229,146	4.21%	#1
Cadence McShane	5/4/2018	\$52,500,000	18 Mos	\$1,306,115 \$72,562	2.10% \$1,102,500	\$54,908,615	4.59%	#2
Jackson	5/8/2018	\$47,178,629	18	\$1,962,631 \$109,035	1.75% \$825,626	\$49,966,886	5.91%	#3
Revised Cadence McShane	#2	\$53,000,000	19	\$1,378,677	\$1,113,000	\$55,491,677	4.70% Still #2	
Revised Jackson	#3	\$53,000,000	19	\$2,071,666	\$927,500	\$55,999,166	5.66% Still #3	

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 05-21-2018	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	CONSTRUCTION MANAGER ASSIGNMENT FOR NEW JERRY R. WALKER MIDDLE SCHOOL, ORG# 043				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LEGAL)				
Summary:	Presenting recommendation of CM at Risk for the new Jerry R. Walker Middle School, Org.# 043.				
Financial Implications:	There is no financial impact to the budget at this time.				
Attachments:	Results of RFP request for CM Fees and General Conditions.				
Recommendation:	The Administration recommends the approval of Balfour Beatty as the Construction Manager at Risk for the new Jerry R. Walker Middle School, Org.# 043, including Pre- construction Services.				
Motion:	I move the Board approve the assignment of Balfour Beatty as the Construction Manager at Risk for the new Jerry R. Walker Middle School, Org.# 043, and authorize negotiations with them that will result in an executed agreement for presentation at a future date.				



MIDDLE SCHOOLS RFP RESPONSE COMPARISONS

CM FIRM	REC'D	TARGET GMP	DURATION	GEN. COND.	Fee	EST. GMP	COST TO VALUE	REMARKS
Balfour Beatty	5/8/2018	\$53,000,000	19	\$1,195,646	\$1,033,500	\$55,229,146	4.21%	#1
Cadence McShane	5/4/2018	\$52,500,000	18 Mos	\$1,306,115	\$1,102,500	\$54,908,615	4.59%	#2
Jackson	5/8/2018	\$47,178,629	18	\$1,962,631	\$825,626	\$49,966,886	5.91%	#3
Revised Cadence McShane	#2	\$53,000,000	19	\$1,378,677	\$1,113,000	\$55,491,677	4.70% Still #2	
Revised Jackson	#3	\$53,000,000	19	\$2,071,666	\$927,500	\$55,999,166	5.66% Still #3	

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 05-21-2018	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	JOB ORDER CONTRACT AND PROJECT BUDGET FOR SECURITY VESTIBULE AT CHAVEZ ELEMENTARY SCHOOL				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVF (LEGAL)				
Summary:	Presenting Project Budget and Job Order Contract for the Security Vestibule at Chavez Elementary School.				
Financial Implications:	Not to Exceed Project Budget of \$216,399.00, that includes all costs associated with the Scope of Work, including the JOC proposal amount of \$143,500.00.				
Attachments:	Project Scope, Budget recap and JOC proposal				
Recommendation:	The Administration recommends approval of the Project Budget and JOC assignment for the Security Vestibule at Chavez Elementary School as presented.				
Motion:	I move the Board approve the Not to Exceed Project Budget and JOC assignment for the Security Vestibule scope of work at Chavez Elementary School as presented.				



Chavez ES Security Vestibule

Stipulated Sum

Description	Budget Amount
Construction Activities	
JOC Proposal	\$ 143,500.00
Offsite Development	\$ -
Temporary Buildings (Swing Space)	\$ -
Project Contingency @15%	\$ 21,525.00
Project Construction Budget (PCB)	\$ 165,025.00
A/E Fees	
Base Design Fee - AE Fixed	\$ 8,000.00
Add Services - NTE	\$ 2,400.00
AE Reimbursables	\$ 1,040.00
Third Party Vendors	
FF&E Allowance	\$ 2,000.00
FF&E Contingency	\$ 200.00
Technology	\$ 8,075.00
Moving Expenses Allowance	\$ 3,800.00
Third Party Consultants	
Food Service Consultant	\$ -
Material Testing	\$ -
Test & Balance HVAC Allowance	\$ 1,425.00
Roof Consultant Insp.	\$ -
Permits & Fees	
CMAR Fee (N/A)	\$ -
Legal Allowance	\$ 200.00
Other	\$ -
Miscellaneous Costs	
Printing / Miscellaneous Costs	\$ 209.00
Bid Advertisements (N/A)	\$ -
Overtime-Custodial Support Allowance	\$ 2,500.00
Sub Total Project Cost	\$ 194,874.00
Owner's Contingency	
Third Party Contingency	\$ 21,525.00
Total Project Budget	\$ 216,399.00

SFCC, Inc.

12600 Preston Rd, Frisco Texas 75033
(214)387-7987 Tel ♦ (214) 387-7957 Fax

Proposal Estimate #18-KK0011L **Chavez E.S. – Reception Renovation**

Date **May 10th, 2018**

TO: Little Elm I.S.D.
ATTN: Mr. Rick Martin, NCARB
ADDRESS: 300 Lobo Lane
CITY: Little Elm, Texas 75068
TELE: 940-222-2457
email: rickmartin@littleelmsd.net

FROM: Kirk Krasovec
PROJECT: Chavez E.S. Office Area
ADDRESS: 2600 Hart Road
CITY: Little Elm, Texas 75068
P.O. #:

As requested by Little Elm I.S.D., SFCC has agreed to perform the following work and to price all work according to the 2018 R.S. Means Facilities Cost Index as attached to this proposal with the .89 ratio factor for work using the line items which most closely resemble the work as needed & necessary and/or terms governed in contract to be performed and completed 100%.

DESCRIPTION

We propose to provide all Supervision, labor, materials & equipment to renovate the reception and office areas as per the plans provided by the Owner by Corgan Architects dated, 05-03-2018, Pages A02-01, A02-02 & A02-03. Please see the attached R.S. Means Report and plans.

EXCLUSIONS

Bonds, Permits/Fees, Tax

TOTAL AMOUNT

\$140,000.00

Add for Bond (2.5%) = \$3,500.00 + \$140,000.00 = \$143,500.00

Accepted for:
SFCC, Inc.

Accepted for Customer

Authorized Signature

Date

Authorized Signature

Date

Please print name & title

SFCC, Inc.
12600 Preston Road
Frisco, Texas 75033

Job Order Contract

Line Number	Description	Quantity	Unit	Unit Total	Unit Total Incl	Ext. Total Incl O&P
013113200160	Field personnel, general purpose laborer, average	7.000	Week	\$1,050.00	\$1,706.25	\$11,900
013113200220	Field personnel, project manager, maximum	1.750	Week	\$1,825.00	\$2,925.48	\$5,125
013113200280	Field personnel, superintendent, maximum	8.000	Week	\$1,700.00	\$2,772.70	\$22,200
024119190800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	5.000	Week	\$710.00	\$781.00	\$3,900
054223500210	Parapet framing, 18 ga x 6" W x 3' H studs @ 16" OC, installed on 1st story, incl galvanized top & bottom track	32.000	L.F.	\$10.92	\$14.40	\$460
054223700140	Ledger framing, continuous galvanized LB track on wall, studs 16" OC, 18 ga x 6" W	32.000	L.F.	\$2.75	\$3.75	\$120
054223701040	Soffit/canopy joist, using galvanized LB studs, 1-5/8" flange studs, 18 ga x 6" deep, material only	32.000	L.F.	\$1.73	\$1.90	\$61
054223704040	Soffit/canopy joist, using galvanized LB studs, 1-5/8" flange studs, 18 ga x 6" deep, installation only	14.000	Ea.	\$6.20	\$10.10	\$141
054223704140	Soffit/canopy joist, using galvanized CF joists, 2" flange joists, 18 ga x 6" deep, installation only	14.000	Ea.	\$6.20	\$10.10	\$141
054413601250	Roof truss, using galvanized LB metal studs, fink (W) or King Post type, 5:12 to 8:12 pitch, 18 ga x 6" chords, 28' span, excl erection, bridging & bracing, fabrication only of trusses on-site	11.000	Ea.	\$260.00	\$335.00	\$3,675
061636100802	Sheathing, plywood on walls, CDX, 3/4" thick	288.000	S.F.	\$1.31	\$1.78	\$510
061636101000	Plywood sheathing, for shear wall construction, add					
061636109000	Sheathing, minimum labor/equipment charge	1.750	Job	\$124.00	\$202.00	\$355
072116200080	Blanket insulation, for walls or ceilings, kraft faced fiberglass, 3-1/2" thick, R13, 15" wide	1,800.000	S.F.	\$0.50	\$0.65	\$1,175
079513500200	Expansion joint assemblies, floor cover, aluminum, 1" space	12.000	L.F.	\$24.25	\$31.50	\$380
079513509000	Expansion joint assemblies, minimum labor/equipment charge	1.000	Job	\$141.00	\$240.97	\$241
080505101520	Door demolition, interior door, Solid, 1-3/8" thick, remove and reset, minimum	5.000	Ea.	\$39.00	\$63.80	\$320
080505102000	Door demolition, door frames, metal, remove	5.000	Ea.	\$29.00	\$47.50	\$238
081213200460	Frames, steel, wrap around, 16 ga., 6-1/4" x 7'-0" x 3'-0" wide	4.000	Ea.	\$193.50	\$230.14	\$920
081313131214	Hollow metal, for narrow lite add	2.000	Ea.	\$111.00	\$122.10	\$244
081416093780	Door, wood, architectural, flush, interior, H.P. plastic laminate, 1-3/8", 3'-0" x 7'-0"	4.000	Ea.	\$226.50	\$272.43	\$1,100
081416093860	Door, wood, architectural, flush, interior, H.P. plastic laminate, for solid wood core, add	4.000	Ea.	\$41.00	\$45.10	\$180
084313100700	Frames, aluminum entrance, door frame, mill finish, storefront, 3'-6" x 7'-0" opening	1.000	Opng.	\$472.00	\$570.01	\$570

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Frisco, Texas 75033

084313109000	Frames, aluminum, storefront, minimum labor/equipment charge	1.000	Job	\$131.00	\$224.01	\$224
084313201000	Storefront systems, aluminum frame, commercial grade, clear 3/8" plate glass, 6' x 7' door with hardware, 400 SF max wall, wall height to 12' high	202.500	S.F.	\$82.43	\$92.50	\$18,700
084313209000	Storefront systems, aluminum frame, commercial grade, minimum labor/equipment charge	2.000	Job	\$460.00	\$754.86	\$1,500
087120152500	Door hardware, school, single, interior, regular use, incl. lever handle	4.000	Door	\$613.00	\$718.84	\$2,875
087120153100	Door hardware, school, double, exterior, incl. panic device	1.000	Pr.	\$2,767.00	\$3,099.98	\$3,100
087120156020	Door hardware, add for fire alarm door holder, electro-magnetic	2.000	Ea.	\$168.00	\$215.02	\$430
090170100500	Gypsum wallboard, repairs, skim coat surface with joint compound	3,660.000	S.F.	\$0.18	\$0.27	\$990
090170109000	Gypsum wallboard, repairs, minimum labor/equipment charge	10.000	Job	\$120.00	\$194.64	\$1,950
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	1,500.000	S.F.	\$0.31	\$0.51	\$765
090505209000	Flooring demolition, minimum labor/equipment charge	4.000	Job	\$47.00	\$76.70	\$305
092116334000	Partition wall, interior, standard, taped both sides, installed on & incl. 25 ga, NLB metal studs, 6" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	192.000	S.F.	\$2.60	\$3.66	\$705
092116335200	Partition wall, interior, water resistant, taped both sides, installed on & incl. 25 ga, NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	1,250.000	S.F.	\$2.56	\$3.56	\$4,450
092116339600	Partition wall, for work over 8' high, add	168.000	S.F.	\$0.32	\$0.52	\$88
092910303050	Gypsum wallboard, on ceilings, standard, taped & finished (level 4 finish), 5/8" thick	288.000	S.F.	\$0.97	\$1.40	\$405
095123301800	Complete suspended ceilings, with z bar suspension, 5/8" mineral fiber tile, include standard suspension system, excl. 1-1/2" carrier channels	1,696.000	S.F.	\$3.52	\$4.72	\$8,000
096513130700	Wall base, vinyl, straight or cove, standard colors, 4" high, 1/8" thick	310.000	L.F.	\$1.74	\$2.26	\$700
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	250.000	L.F.	\$1.82	\$2.32	\$580
096816100900	Carpet, commercial grades, direct cement, nylon, level loop, 32 oz., medium traffic	222.000	S.Y.	\$37.89	\$43.55	\$9,675
096820104000	Indoor athletic carpet, nylon action surface, 3/8" thick	200.000	S.F.	\$7.08	\$8.15	\$1,625
097730100040	Fiberglass reinforced plastic panel, on walls, adhesive mounted, fire rated, embossed surface, .090" thick	288.000	S.F.	\$2.64	\$3.26	\$940
097730100170	Fiberglass reinforced plastic panel, on walls, .090" thick, for moldings, add	180.000	L.F.	\$1.12	\$1.70	\$305
099103409010	Surface preparation, interior, minimum labor/equipment charge	12.000	Job	\$61.00	\$98.52	\$1,175
099123741200	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 3 coats, smooth finish, brushwork	740.000	S.F.	\$0.60	\$0.84	\$620
099123741240	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 3 coats, smooth finish, roller	4,150.000	S.F.	\$0.53	\$0.73	\$3,025

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Frisco, Texas 75033

101423131200	Signs, flexible door sign, adhesive back, w/Braille, 5/8" letters, 8" x 8"	3.000	Ea.	\$78.15	\$90.00	\$270
101423137330	Wayfinding signage, custom, for engraved letters, 1" high, add	64.000	Ea.	\$0.84	\$0.92	\$59
102613201100	Corner protection, vinyl cover, aluminum retainer, flush mounted, 3" x 3"	63.000	L.F.	\$31.25	\$39.50	\$2,500
123223352240	Wood casework hardware, door/drawer pulls, handles, projecting, metal, maximum	15.000	Ea.	\$19.45	\$25.95	\$390
123550135450	Casework, school cabinets, wood, custom fabricated, 24" deep, 32" high	16.000	L.F.	\$287.00	\$331.79	\$5,300
123550135600	Casework, school cabinets, wood, custom fabricated, 24" deep, 32" high, add for countertop	16.000	L.F.	\$38.65	\$48.13	\$770
211313502360*	Remove and Relocate 10' wide by 10' tall rolling gate	1.000	Ea.	\$4,110.21	\$5,759.60	\$5,750
230953109000*	Replace Fire Panel add Remote Annunciator panel, Strobe Control component, minimum labor/equipment charge	1.000	Job	\$5,162.00	\$6,227.87	\$6,225
233113169990*	Metal ductwork, supply grilles minimum labor/equipment charge	12.000	Job	\$331.00	\$407.96	\$4,900
260519909000	Wire, minimum labor/equipment charge	30.000	Job	\$72.00	\$111.02	\$3,325
260590104910	Low voltage outlets, residential, telephone receptacle, 4/C phone wire, 20'	3.000	Ea.	\$19.00	\$25.97	\$78
260590104920*	TV receptacle, residential, cover plate	1.000	Ea.	\$163.25	\$233.01	\$233
262726200200	Toggle switch, quiet type, single pole, 15 amp	6.000	Ea.	\$7.68	\$11.70	\$70
262726200600*	Wall switch modifications	10.000	Ea.	\$94.10	\$135.46	\$1,350
262726202470	Duplex receptacle, grounded, 120 volt, 20 amp	12.000	Ea.	\$19.60	\$26.50	\$320
262726202600	Wall plates, stainless steel, 1 gang	18.000	Ea.	\$6.11	\$8.35	\$150
262726209000	Wiring devices, minimum labor/equipment charge	40.000	Job	\$72.00	\$111.02	\$4,450
262816109000	Circuit breaker, minimum labor/equipment charge	4.000	Job	\$72.00	\$111.74	\$445
265113500600	Fluorescent fixture, interior, acrylic lens, grid recess ceiling mounted, 4-40 W, 2' W x 4' L, incl lamps, mounting hardware and connections	14.000	Ea.	\$122.50	\$162.30	\$2,275
265113509000	Interior lighting fixtures, minimum labor/equip charge	8.000	Job	\$96.00	\$148.99	\$1,200

Estimate Subtotal

\$29,958.96 \$157,148

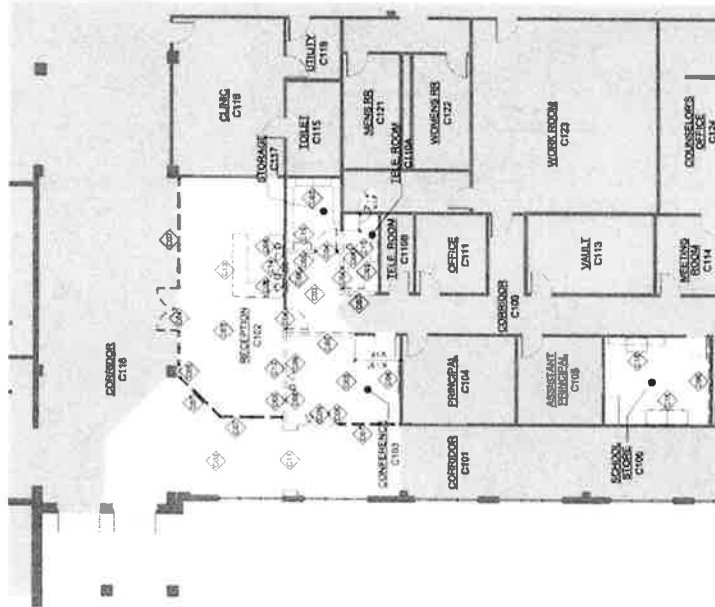
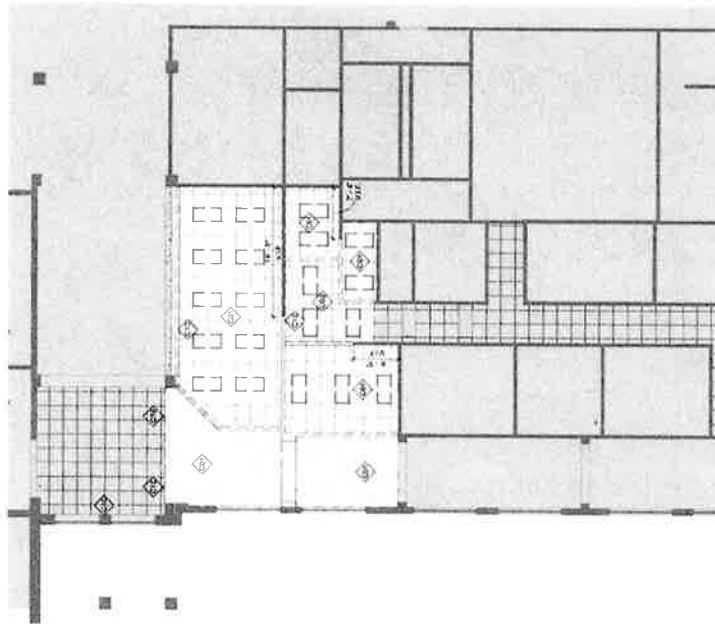
Total Estimate

JOC Discount Based on .89 Coefficient

(\$17,286)

Estimate Total

\$140,000



GENERAL DEMO NOTES

[illegible]

GENERAL RCP DEMO NOTES

CONTRACTOR TO NOTIFY ARCHITECT OF ANY CHANGES TO THE PROJECT. THE ARCHITECT, IN TURN, WILL ADVISE THE OWNER OF ANY CHANGES TO THE PROJECT. THE ARCHITECT WILL ALSO ADVISE THE OWNER OF ANY CHANGES TO THE PROJECT. THE ARCHITECT WILL ALSO ADVISE THE OWNER OF ANY CHANGES TO THE PROJECT.

DEMO KEYNOTE LEGEND

[illegible]

ALL INTERIOR FLOOR LEVELS ARE AT EL. 100'-0". PROVIDE CONTROL JOINTS IN CONCRETE BOARD WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 10'-0" IN LENGTH OR GREATER OR AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE THICKENED CONCRETE CORNERS AT 10'-0" AFFD.

PROVIDE 4"X4" HIGH CORNER GUARDS AT ALL EXPOSED 4"X4" BOARD CORNERS MOUNTED AT 4" AFFD TO BOTTOM.

ALL NEW ROOMS TO RECEIVE SHOWN TYPE "A" NEFT AT 1" TO BOTTOM.

[illegible]

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

Board Mtg. Date 05-21-2018	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	JOB ORDER CONTRACT AND PROJECT BUDGET FOR SECURITY VESTIBULE AT BRENT ELEMENTARY SCHOOL				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVF (LEGAL)				
Summary:	Presenting Project Budget and Job Order Contract for the Security Vestibule at Brent Elementary School.				
Financial Implications:	Not to Exceed Project Budget of \$207,071.50, that includes all costs associated with the Scope of Work, including the JOC proposal amount of \$136,325.				
Attachments:	Project Scope, Budget recap and JOC proposal				
Recommendation:	The Administration recommends approval of the Project Budget and JOC assignment for the Security Vestibule at Brent Elementary School as presented.				
Motion:	I move the Board approve the Not to Exceed Project Budget and JOC assignment for the Security Vestibule scope of work at Bent Elementary School as presented.				



Brent ES Security Vestibule

Stipulated Sum

Description	Budget Amount
Construction Activities	
JOC Proposal	\$ 136,325.00
Offsite Development	\$ -
Temporary Buildings (Swing Space)	\$ -
Project Contingency @15%	\$ 20,448.75
Project Construction Budget (PCB)	\$ 156,773.75
A/E Fees	
Base Design Fee - AE Fixed	\$ 8,000.00
Add Services - NTE	\$ 2,400.00
AE Reimbursables	\$ 1,040.00
Third Party Vendors	
FF&E Allowance	\$ 2,000.00
FF&E Contingency	\$ 200.00
Technology	\$ 8,075.00
Moving Expenses Allowance	\$ 3,800.00
Third Party Consultants	
Food Service Consultant	\$ -
Material Testing	\$ -
Test & Balance HVAC Allowance	\$ 1,425.00
Roof Consultant Insp.	\$ -
Permits & Fees	
CMAR Fee (N/A)	\$ -
Legal Allowance	\$ 200.00
Other	\$ -
Miscellaneous Costs	
Printing / Miscellaneous Costs	\$ 209.00
Bid Advertisements (N/A)	\$ -
Overtime-Custodial Support Allowance	\$ 2,500.00
Sub Total Project Cost	\$ 186,622.75
Owner's Contingency	
Third Party Contingency	\$ 20,448.75
Total Project Budget	\$ 207,071.50

SFCC, Inc.

12600 Preston Rd, Frisco Texas 75033
(214)387-7987 Tel ♦ (214) 387-7957 Fax

Proposal Estimate #18-KK0010L **Brent E.S. – Reception Renovation**

Date **May 10th, 2018**
TO: Little Elm I.S.D.
ATTN: Mr. Rick Martin, NCARB
ADDRESS: 300 Lobo Lane
CITY: Little Elm, Texas 75068
TELE: 940-222-2457
email: rickmartin@littleelmsd.net

FROM: Kirk Krasovec
PROJECT: Brent E.S. Office Area
ADDRESS: 500 Witt Road
CITY: Little Elm, Texas 75068
P.O. #:

As requested by Little Elm I.S.D., SFCC has agreed to perform the following work and to price all work according to the 2018 R.S. Means Facilities Cost Index as attached to this proposal with the .89 ratio factor for work using the line items which most closely resemble the work as needed & necessary and/or terms governed in contract to be performed and completed 100%.

DESCRIPTION

We propose to provide all Supervision, labor, materials & equipment to renovate the reception and office areas as per the plans provided by the Owner by Corgan Architects dated, 05-03-2018, Pages A01-01,A01-02,A01-03 & S01-01. Please see the attached R.S. Means Report and plans.

EXCLUSIONS

Bonds, Permits/Fees, Tax

TOTAL AMOUNT

\$133,000.00

Add for Bond (2.5%) = \$3,325.00 + \$133,000.00 = \$136,325.00

Accepted for:
SFCC, Inc.

Accepted for Customer

Authorized Signature

Date

Authorized Signature

Date

Please print name & title

SFCC, Inc.
12600 Preston Road
Frisco, Texas 75033

Job Order Contract

Line Number	Description	Quantity	Unit	Unit Total	Unit Total Incl	Ext. Total Incl O&P
013113200160	Field personnel, general purpose laborer, average	7.000	Week	\$1,050.00	\$1,706.25	\$11,900
013113200220	Field personnel, project manager, maximum	1.750	Week	\$1,825.00	\$2,925.48	\$5,125
013113200280	Field personnel, superintendent, maximum	8.000	Week	\$1,700.00	\$2,772.70	\$22,200
024119190800	Selective demolition, rubbish handling, dumpster, 30 C.Y., 7 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	5.000	Week	\$710.00	\$781.00	\$3,900
054223500210	Parapet framing, 18 ga x 6" W x 3' H studs @ 16" OC, installed on 1st story, incl galvanized top & bottom track	32.000	L.F.	\$10.92	\$14.40	\$460
054223700140	Ledger framing, continuous galvanized LB track on wall, studs 16" OC, 18 ga x 6" W	32.000	L.F.	\$2.75	\$3.75	\$120
054223701040	Soffit/canopy joist, using galvanized LB studs, 1-5/8" flange studs, 18 ga x 6" deep, material only	32.000	L.F.	\$1.73	\$1.90	\$61
054223704040	Soffit/canopy joist, using galvanized LB studs, 1-5/8" flange studs, 18 ga x 6" deep, installation only	14.000	Ea.	\$6.20	\$10.10	\$141
054223704140	Soffit/canopy joist, using galvanized CF joists, 2" flange joists, 18 ga x 6" deep, installation only	14.000	Ea.	\$6.20	\$10.10	\$141
054413601250	Roof truss, using galvanized LB metal studs, fink (W) or King Post type, 5:12 to 8:12 pitch, 18 ga x 6" chords, 28' span, excl erection, bridging & bracing, fabrication only of trusses on-site	11.000	Ea.	\$260.00	\$335.00	\$3,675
061636100802	Sheathing, plywood on walls, CDX, 3/4" thick	288.000	S.F.	\$1.31	\$1.78	\$510
061636101000	Plywood sheathing, for shear wall construction, add					
061636109000	Sheathing, minimum labor/equipment charge	1.750	Job	\$124.00	\$202.00	\$355
072116200080	Blanket insulation, for walls or ceilings, kraft faced fiberglass, 3-1/2" thick, R13, 15" wide	1,800.000	S.F.	\$0.50	\$0.65	\$1,175
079513500200	Expansion joint assemblies, floor cover, aluminum, 1" space	12.000	L.F.	\$24.25	\$31.50	\$380
079513509000	Expansion joint assemblies, minimum labor/equipment charge	1.000	Job	\$141.00	\$240.97	\$241
080505101520	Door demolition, interior door, Solid, 1-3/8" thick, remove and reset, minimum	4.000	Ea.	\$39.00	\$63.80	\$255
080505102000	Door demolition, door frames, metal, remove	5.000	Ea.	\$29.00	\$47.50	\$238
081213200460	Frames, steel, wrap around, 16 ga., 6-1/4" x 7'-0" x 3'-0" wide	4.000	Ea.	\$193.50	\$230.14	\$920
081313131214	Hollow metal, for narrow lite add	2.000	Ea.	\$111.00	\$122.10	\$244
081416093780	Door, wood, architectural, flush, interior, H.P. plastic laminate, 1-3/8", 3'-0" x 7'-0"	4.000	Ea.	\$226.50	\$272.43	\$1,100
081416093860	Door, wood, architectural, flush, interior, H.P. plastic laminate, for solid wood core, add	4.000	Ea.	\$41.00	\$45.10	\$180
084313100700	Frames, aluminum entrance, door frame, mill finish, storefront, 3'-6" x 7'-0" opening	1.000	Opng.	\$472.00	\$570.01	\$570

SFCC, Inc.
12600 Preston Road
Frisco, Texas 75033

084313109000	Frames, aluminum, storefront, minimum labor/equipment charge	1.000	Job	\$131.00	\$224.01	\$224
084313201000	Storefront systems, aluminum frame, commercial grade, clear 3/8" plate glass, 6' x 7' door with hardware, 400 SF max wall, wall height to 12' high	202.500	S.F.	\$82.43	\$92.50	\$18,700
084313209000	Storefront systems, aluminum frame, commercial grade, minimum labor/equipment charge	2.000	Job	\$460.00	\$754.86	\$1,500
087120152500	Door hardware, school, single, interior, regular use, incl. lever handle	4.000	Door	\$613.00	\$718.84	\$2,875
087120153100	Door hardware, school, double, exterior, incl. panic device	1.000	Pr.	\$2,767.00	\$3,099.98	\$3,100
087120156020	Door hardware, add for fire alarm door holder, electro-magnetic	2.000	Ea.	\$168.00	\$215.02	\$430
090170100500	Gypsum wallboard, repairs, skim coat surface with joint compound	3,660.000	S.F.	\$0.18	\$0.27	\$990
090170109000	Gypsum wallboard, repairs, minimum labor/equipment charge	10.000	Job	\$120.00	\$194.64	\$1,950
090505101250	Ceiling demolition, suspended ceiling, mineral fiber, on suspension system, remove	1,400.000	S.F.	\$0.31	\$0.51	\$715
090505209000	Flooring demolition, minimum labor/equipment charge	4.000	Job	\$47.00	\$76.70	\$305
092116334000	Partition wall, interior, standard, taped both sides, installed on & incl. 25 ga, NLB metal studs, 6" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	192.000	S.F.	\$2.60	\$3.66	\$705
092116335200	Partition wall, interior, water resistant, taped both sides, installed on & incl. 25 ga, NLB metal studs, 3-5/8" wide, 16" OC, 8' to 12' high, 5/8" gypsum drywall	1,250.000	S.F.	\$2.56	\$3.56	\$4,450
092116339600	Partition wall, for work over 8' high, add	168.000	S.F.	\$0.32	\$0.52	\$88
092910303050	Gypsum wallboard, on ceilings, standard, taped & finished (level 4 finish), 5/8" thick	288.000	S.F.	\$0.97	\$1.40	\$405
095123301800	Complete suspended ceilings, with z bar suspension, 5/8" mineral fiber tile, include standard suspension system, excl. 1-1/2" carrier channels	1,696.000	S.F.	\$3.52	\$4.72	\$8,000
096513131100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	200.000	L.F.	\$1.82	\$2.32	\$465
096816100900	Carpet, commercial grades, direct cement, nylon, level loop, 32 oz., medium traffic	178.000	S.Y.	\$37.89	\$43.55	\$7,750
096820104000	Indoor athletic carpet, nylon action surface, 3/8" thick	320.000	S.F.	\$7.08	\$8.15	\$2,600
097730100040	Fiberglass reinforced plastic panel, on walls, adhesive mounted, fire rated, embossed surface, .090" thick	288.000	S.F.	\$2.64	\$3.26	\$940
097730100170	Fiberglass reinforced plastic panel, on walls, .090" thick, for moldings, add	180.000	L.F.	\$1.12	\$1.70	\$305
099103409010	Surface preparation, interior, minimum labor/equipment charge	12.000	Job	\$61.00	\$98.52	\$1,175
099123741200	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 3 coats, smooth finish, brushwork	670.000	S.F.	\$0.60	\$0.84	\$565
099123741240	Paints & coatings, walls & ceilings, interior, concrete, drywall or plaster, zero voc latex, 3 coats, smooth finish, roller	3,600.000	S.F.	\$0.53	\$0.73	\$2,625
101423131200	Signs, flexible door sign, adhesive back, w/Braille, 5/8" letters, 8" x 8"	3.000	Ea.	\$78.15	\$90.00	\$270

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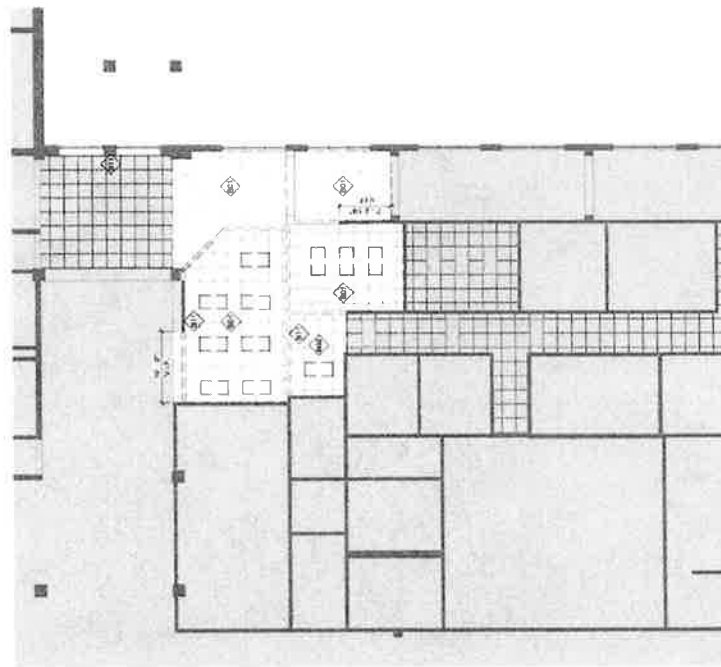
101423137330	Wayfinding signage, custom, for engraved letters, 1" high, add	64.000	Ea.	\$0.84	\$0.92	\$59
102613201100	Corner protection, vinyl cover, aluminum retainer, flush mounted, 3" x 3"	63.000	L.F.	\$31.25	\$39.50	\$2,500
123223352240	Wood casework hardware, door/drawer pulls, handles, projecting, metal, maximum	14.000	Ea.	\$19.45	\$25.95	\$365
123550135450	Casework, school cabinets, wood, custom fabricated, 24" deep, 32" high	14.000	L.F.	\$287.00	\$331.79	\$4,650
123550135600	Casework, school cabinets, wood, custom fabricated, 24" deep, 32" high, add for countertop	20.000	L.F.	\$38.65	\$48.13	\$965
211313502360*	Remove and Relocate 10' wide by 10' tall rolling gate	1.000	Ea.	\$4,110.21	\$5,759.60	\$5,750
230953109000*	Add Remote Annunciator panel, Strobe Control component, minimum labor/equipment charge	1.000	Job	\$1,162.00	\$1,358.87	\$1,350
233113169990*	Metal ductwork, supply grilles minimum labor/equipment charge	12.000	Job	\$331.00	\$407.96	\$4,900
260519909000	Wire, minimum labor/equipment charge	30.000	Job	\$72.00	\$111.02	\$3,325
260590104910	Low voltage outlets, residential, telephone receptacle, 4/C phone wire, 20'	3.000	Ea.	\$19.00	\$25.97	\$78
260590104920*	TV receptacle, residential, cover plate	1.000	Ea.	\$163.25	\$233.01	\$233
262726200200	Toggle switch, quiet type, single pole, 15 amp	3.000	Ea.	\$7.68	\$11.70	\$35
262726200600*	Wall switch modifications	10.000	Ea.	\$94.10	\$135.46	\$1,350
262726202470	Duplex receptacle, grounded, 120 volt, 20 amp	8.000	Ea.	\$19.60	\$26.50	\$212
262726202600	Wall plates, stainless steel, 1 gang	10.000	Ea.	\$6.11	\$8.35	\$84
262726209000	Wiring devices, minimum labor/equipment charge	40.000	Job	\$72.00	\$111.02	\$4,450
262816109000	Circuit breaker, minimum labor/equipment charge	4.000	Job	\$72.00	\$111.74	\$445
265113500600	Fluorescent fixture, interior, acrylic lens, grid recess ceiling mounted, 4-40 W, 2' W x 4' L, incl lamps, mounting hardware and connections	14.000	Ea.	\$122.50	\$162.30	\$2,275
265113509000	Interior lighting fixtures, minimum labor/equip charge	8.000	Job	\$96.00	\$148.99	\$1,200

Estimate Subtotal **\$25,087.70** **\$149,249**

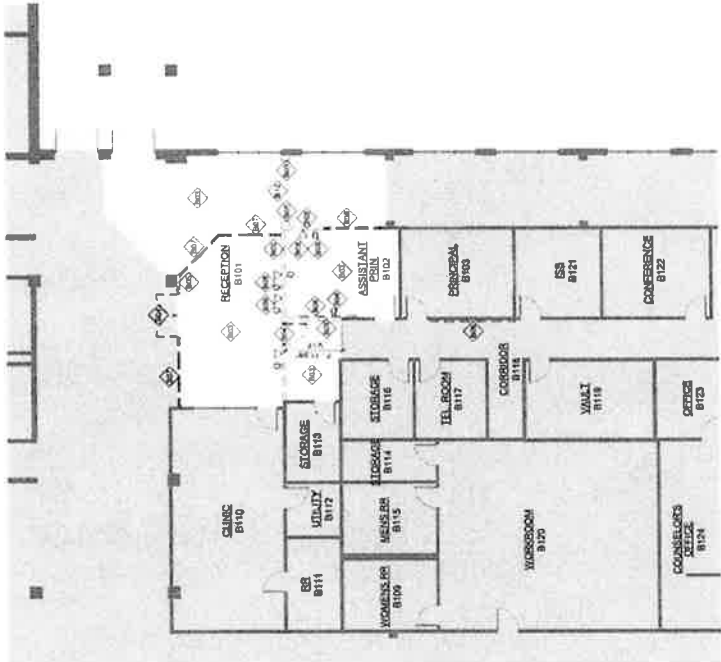
Total Estimate

JOC Discount Based on .89 Coefficient **(\$16,417)**

Estimate Total **\$133,000**



02 BRENTES - ENLARGED DEMO RCP
1/8" = 1'-0"



01 BRENT ES - ENLARGED DEMO FLOOR PLAN
1/8" = 1'-0"

GENERAL DEMO NOTES

- [illegible]

GENERAL RCP DEMO NOTES

- [illegible]

DEMO KEYNOTE LEGEND

- [illegible]

Little Elm ISD Security Vestibules



Little Elm Independent School District



05/03/2018



2400

ISSUES

REVISIONS

**BRENT ES - DEMO FLOOR
PLAN AND RCP**

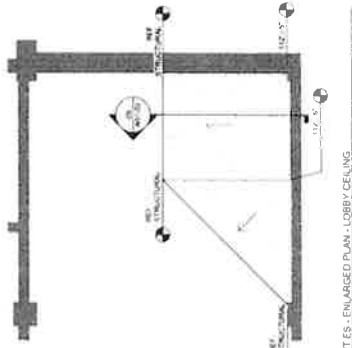
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DATE 05/03/18
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A01-01

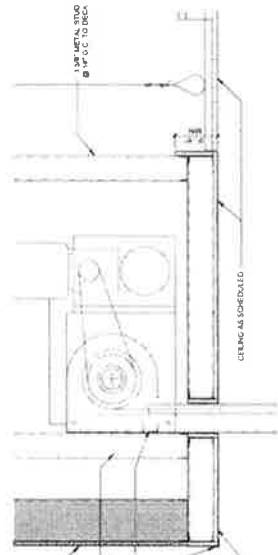
GENERAL PLAN NOTES

ALL INTERIOR FLOOR LEVELS ARE AT EL. 100'-0" UNLESS NOTED OTHERWISE. CIRCULAR BOARD WALLS ABOVE THE CORNER OF ALL INTERIOR DOOR AND WINDOW FRAMES IN THE CENTER OF STRAIGHT WALLS 30'-0" LENGTH OR GREATER AS INDICATED ON INTERIOR ELEVATIONS. PROVIDE HORIZONTAL CANTILEVER JOINTS AT 10'-0" R.F. PROVIDE 30'-0" HIGH CANTILEVER GUARDS AT ALL EXPOSED JOINT. BOARD CORNERS MOUNTED AT 8' A.F.R. TO BOTTOM. ALL NEW ROOMS TO RECEIVE SINK TYPE "A" NEXT TO

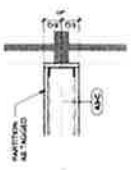
GENERAL RCP NOTES

[illegible]

03 BRENTES - ENLARGED PLAN - LOBBY CEILING



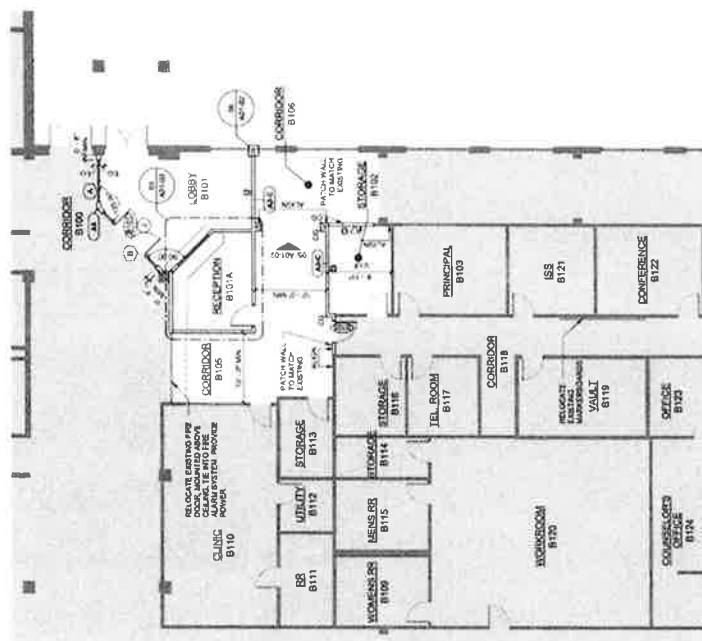
RCR DETAIL



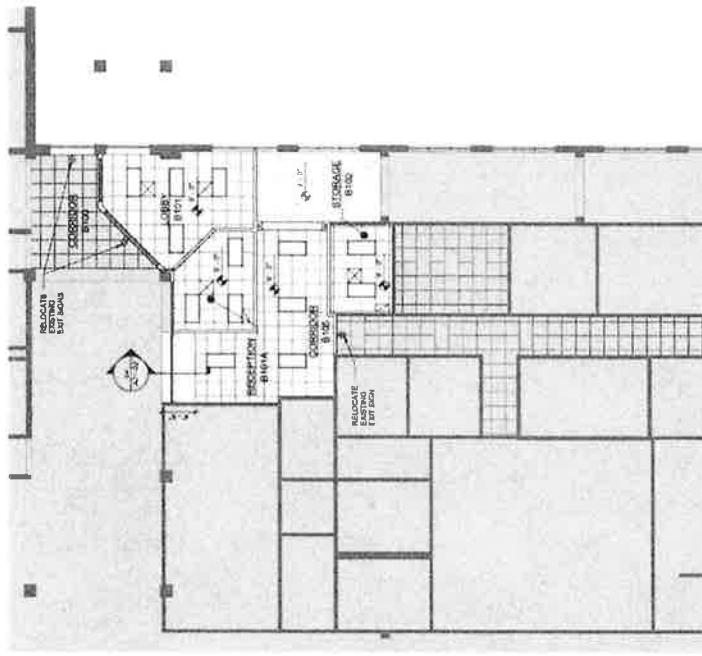
06 PLAN DÉTAIL



8105 - CORRIDOR - ARCH



01 BRENTES - ENLARGED FLOOR PLAN



02 PARENT ES - ENLARGED PROP.

STRUCTURAL PLAN NOTES

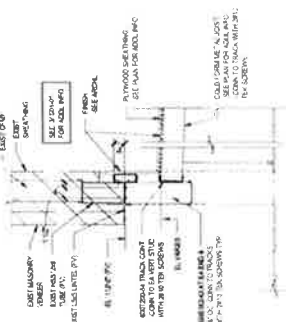
1. PLAN SHOWN IS BASED ON PRELIM. THE PLAN AND DETAIL SHALL BE TAKEN AS "OPPOSITE AND REVERSE" FOR CHARTS TO BE LATER FORWARDED TO THE USER. THE USER SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY DATA TO THE USER. THE USER SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY DATA TO THE USER. THE USER SHALL BE RESPONSIBLE FOR PROVIDING THE NECESSARY DATA TO THE USER.

5-2-1 Lignitane Steel Properties					
Parameter	Material	Grade	Yield	Shap Cost	
1500 PPM	ASTM A36	A	50	1.00	1.00
1500 PPM	ASTM A36	A	50	1.00	1.00
1500 PPM	ASTM A36	A	50	1.00	1.00

5-2-2 Lignitane Steel Properties					
Name	Description	Material Properties	Yield	Shap Cost	
		Yield	Shap	Cost	
5001201-23	1500 PPM	0.498	0.799	0.212	
5001201-23	1500 PPM	0.498	0.799	0.447	
5001201-23	1500 PPM	0.498	0.799	0.682	
5001201-23	1500 PPM	0.498	0.799	0.917	
5001201-23	1500 PPM	0.498	0.799	1.152	
5001201-23	1500 PPM	0.498	0.799	1.387	
5001201-23	1500 PPM	0.498	0.799	1.622	
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5001201-23	1500 PPM	0.498	0.799	2.092	
5001201-23	1500 PPM	0.498	0.799	2.327	
5001201-23	1500 PPM	0.498	0.799	2.562	
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5001201-23	1500 PPM	0.498	0.799	3.032	
5001201-23	1500 PPM	0.498	0.799	3.267	
5001201-23	1500 PPM	0.498	0.799	3.502	
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5001201-23	1500 PPM	0.498	0.799	41.102	
5001201-23	1500 PPM	0.498	0.799	41.337	
5001201-23	1500 PPM	0.498	0.799	41.572	
5001201-23	1500 PPM	0.498	0.799	41.807	
5001201-23	1500 PPM	0.498	0.799	42.042	
5001201-23	1500 PPM	0.498	0.799	42.277	
5001201-23	1500 PPM	0.498	0.799	42.512	
5001201-23	1500 PPM	0.498	0.799	42.747	
5001201-23	1500 PPM	0.498	0.799	42.982	
5001201-23	1500 PPM	0.498	0.799	43.217	
5001201-23	1500 PPM	0.498	0.799	43.452	
5001201-23	1500 PPM	0.498	0.799	43.687	

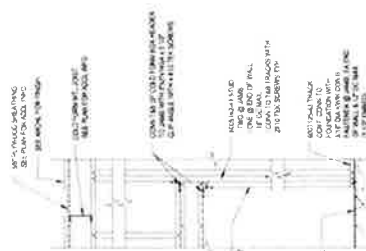
STANDARD ABBREVIATIONS

1101

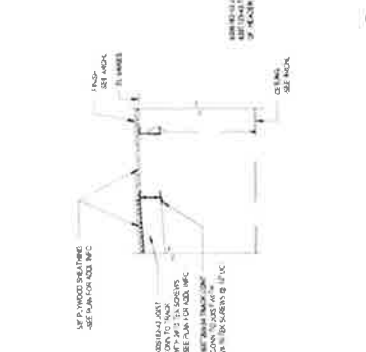


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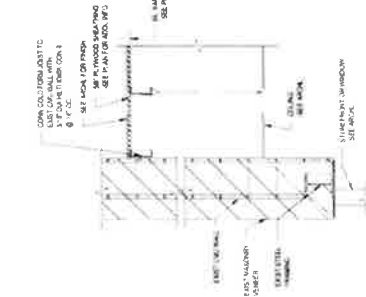
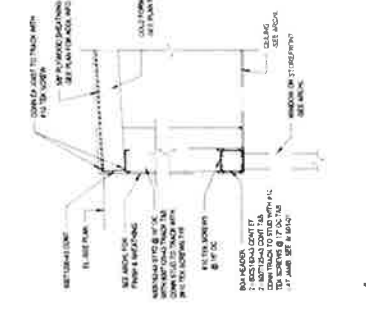
2 PARTIAL CEILING FRAMING PLAN - BRENT ES (CHAVEVES OP HD)



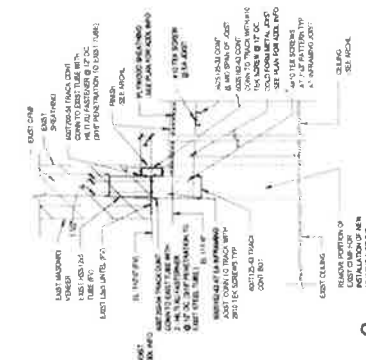
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$$\frac{4}{2x^2 + 5x + 4}$$


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FRAMING PLANS & DETAILS

Board Agenda Item

Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
Board Mtg. Date 05-21-2018	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	GIFTS AND DONATIONS				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	Other Revenues – Grants from Private Sources – CDC (LOCAL)				
Summary:	New gifts and donations received by the District will be presented.				
Financial Implications:	Increase of General Fund revenues and increase in appropriate budgets.				
Attachments:	Donation List				
Recommendation:	The Administration recommends the acceptance of gifts and donations.				
Motion:	I recommend the Board approve the acceptance of gifts and donations as submitted.				

**LITTLE ELM INDEPENDENT SCHOOL DISTRICT
NEW DONATIONS
May 2018**

Donations Less than \$2,500

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Athletics	461	The Lobo Club - Volleyball	Volleyball program needs	03/21/18	1,408.00		1,408.00
Powell	461	Science of Spin, Inc.	PE supplies	04/05/18	25.00		25.00
Zellers Ed Services		CoServ	Ice cream party for winners of MYON	04/05/18		40.00	40.00
Special Education	499	Denton ATPE - Region 11	spring reading contest	04/05/18			
Special Education	499	MSB Consulting Group, LLC	Special Olympics track and field meet sponsorship	04/06/18	500.00		500.00
Chavez		Donors Choose	Special Olympics track and field meet sponsorship	04/10/18	500.00		500.00
Chavez		Donors Choose	5th Grade ELAR supplies for classroom library	04/10/18		311.00	311.00
Digital Learning and Library Services		Donors Choose	5th Grade ELAR headsets for chromebooks	04/10/18		585.00	585.00
Athletics	461	Frisco Lakes Outreach Group	Miscellaneous children's books for lending library program	04/11/18		151.50	151.50
Athletics	461	The Lobo Club - Track	Purchase trophies	04/11/18	1,462.32		1,462.32
Athletics	461	Kona Ice	Various athletic program needs	04/11/18	174.00		174.00
Athletics	461	All Goods	Baseball field equipment and improvements	04/11/18	149.00		149.00
Athletics	461	The Lobo Club - Football	Football season videos	04/12/18	1,150.00		1,150.00
Lakeside MS	461	Pepsico Giving Program	Classroom supplies	04/12/18	450.02		450.02
Communications and Marketing	499	LRG Prep, LLC	Convocation	04/17/18	139.60		139.60
Digital Learning Services		Google for Education	Vouchers for teachers to earn their Google for Education certification	04/20/18		925.00	925.00
Athletics	461	The Lobo Club - Baseball	Student travel to Lubbock	04/23/18	507.18		507.18
LEHS HOSA	865	Walmart Community	HOSA field trips	04/27/18	1,000.00		1,000.00
Chavez	461	Parent donation	Play equipment - headsets and sound board	05/03/18	238.84		238.84
Chavez	461	PTA	DI Team Global Travel snacks	05/07/18	128.00		128.00
Chavez	461	Chavez Elementary Staff	DI Team Global Travel snacks	05/07/18	165.00		165.00
LEHS	461	Little Elm Economic Development	Volleyball camp tshirts	05/08/18	1,000.00		1,000.00
					8,996.96	2,012.50	11,009.46

Donations \$2,500 and Greater

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Chavez	461	Chavez PTA	4th grade Austin and 5th grade Pine Cove field trips	04/19/18	2,963.02		2,963.02
Little Elm High School	817	Tribute Partners	Top ten student scholarships	04/20/18	5,000.00		5,000.00
Athletics	461	The Lobo Club - Baseball	Baseball equipment and field improvements	04/23/18	4,168.78		4,168.78
Marketing	499	RBFCU	Purchase of folders and calendars for 2018-2019	04/30/18	4,600.00		4,600.00
Prestwick STEM	461	PTA	Chromebooks for 3rd grade classroom	05/04/18	7,995.00		7,995.00
					24,726.80	-	24,726.80