

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 June 20, 2022, 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. The Board will recess into Closed Meeting in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.072 & 551.074. The Board and Superintendent will discuss:
 - A. Personnel
 - B. Land
3. Pledge of Allegiance
4. Invocation
5. Introduction and Roll Call
6. Superintendent Spotlight
 - A. Little Elm High School Drill Team Recognition
Presenter: Frank Felice
 - B. Special Recognitions
Presenter: Daniel Gallagher
7. Reports of the Superintendent
 - A. Destination 2025 District Goals Update 5
Presenter: Dr. Cyndy A. Mika
8. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
9. Approval of Minutes
 - A. Consider approval of Regular Board Meeting Minutes - 5/16/2022 51
Presenter: Sonia S. Flores
 - B. Consider approval of Special Meeting Minutes - 5/18/2022 56
Presenter: Sonia S. Flores
 - C. Consider approval of Special Meeting Minutes - 6/01/2022 58
Presenter: Sonia S. Flores
 - D. Consider approval of Special Meeting Minutes - 6/07/2022 61
Presenter: Sonia S. Flores
10. Action Items

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B. Consider approval of the Hiring of Alternative Education Campus Principal	65
Presenter: Renee Pentecost	
C. Consider approval of an Order Authorizing the Issuance from Time to Time of Little Elm Independent School District Unlimited Tax School Building Bonds in an Aggregate Principal Amount of not to Exceed \$5,000,000; Levying a Tax and Providing for the Security and Payment Thereof; Providing for the Award of the Sale Thereof in Accordance with Specified Parameters; Authorizing the Execution and Delivery of one or More Purchase Contracts and Paying Agent/Registrar Agreements Relating to Such Bonds; Approving the Preparation of one or More Official Statements; and Enacting other Provisions Related Thereto	66
Presenter: Shay Adams	
D. Consider approval of the Adoption of the Budget for 2022 - 2023	110
Presenter: Shay Adams	
E. Consider approval of the Update Policy CDC (LOCAL) Other Revenues Gifts and Solicitations	111
Presenter: Shay Adams	
F. Consider approval of Zellars Conversion to ECC	115
Presenter: Rick Martin	
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A. Consider approval of Compensation for the 2022-2023 School Year	121
Presenter: Asheley Brown	
B. Consider approval of Board Policy - CPC (LOCAL)	134
Presenter: Renee Pentecost	
C. Consider approval of 2022-2023 Student Code of Conduct	139
Presenter: Clint Miller	
D. Consider approval of the Financial Reports - April 2022	190
Presenter: Jesse Wyse	
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Presenter: Jesse Wyse	
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Presenter: Shay Adams	
G. Consider approval of the Request for Proposal #2019-002 Food Catering Services	234
Presenter: Shay Adams	
H. Consider approval of the Little Elm ISD Expenditures over \$50,000 Summary Report	238
Presenter: Shay Adams	
I. Consider approval of the Little Elm ISD Interlocal Summary Report	240
Presenter: Shay Adams	
J. Consider approval of the TASB Energy Cooperative Fixed Rate Fuel Program	242
Presenter: Shay Adams	
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L. Consider approval of Gifts and Donations	255
Presenter: Jesse Wyse	

M. Consider approval of Access Drive at Strike Middle School	257
Presenter: Rick Martin	
N. Consider approval of Concrete Drive Replacement Between Lakeside & Powell	261
Presenter: Rick Martin	
12. Oath of New Elected Board Members	
Presenter: Sonia S. Flores	
13. Board President Comments	
Presenter: David Montemayor	
14. Board Comments	
15. Superintendent Comments	
16. Adjournment	

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 S. Flores

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☒	Action Item ☐	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	DESTINATION 2025 DISTRICT GOALS UPDATE				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	BAA(LEGAL) and BAA(LOCAL)				
Strategic Plan Goal:	Destination 2025				
Summary:	The District will provide the Board with a Destination 2025 District Goals Update. The Board approved the Destination 2025 Goals on October 18, 2021 for the 2021-2022 School Year.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	21-22 District/Superintendent Goals Destination 2025 District Goals Update June 2022 Presentation				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Destination 2025

District Goals Updates



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DISTRICT FOCUS 1:

FOCUS on Teaching and Learning

7

DISTRICT FOCUS 1:

1. Curriculum and Learning Services will provide a guaranteed and viable curriculum that ensures all students have equal learning opportunities

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DISTRICT FOCUS 1:

- Curriculum and Learning Services will develop curriculum utilizing the Understanding by Design (UbD) Models as evidenced by the following:
 - Greater than 85% of the core content courses at stage 3 completion
 - Stage 3 development was impeded by Covid, but will be near goal by the end of this summer's curriculum writing sessions.
 - All core content curriculum began writing curriculum in May.

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DISTRICT FOCUS 1:

- Greater than 85% of non-core content courses at stage 2 completion
 - In progress, but will not be completed to the 85% goal until the 2022/2023 School Year.

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DISTRICT FOCUS 1:

- incorporate digital learning concepts **in core curriculum**
 - Purchase of Learning.com digital learning platform for elementary
 - 3% increase in BrightBytes Survey of time teachers spent teaching digital learning concepts

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DISTRICT FOCUS 1:

2. Curriculum and Learning Services will engage each student in learning experiences that increase student growth and achievement.

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DISTRICT FOCUS 1:

- 100% of LEISD K-3 teachers and administrators will successfully complete the Texas Reading Academies
 - Ongoing: < 60 teachers (new hires) to Register as Fall Cohort
- System Walkthroughs will be conducted
 - Miz Grant Walkthroughs conducted
 - District STEM Certification Walkthroughs Conducted
- Learning experiences provided to students will result in a 5% increase in State Assessment Results at the Meets level
 - STAAR Result Reports delayed by State

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DISTRICT FOCUS 1:

3. Curriculum and Learning Services will engage each student in learning experiences that lead to increased college, career, and military opportunities for post-secondary success.

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DISTRICT FOCUS 1:

- LEISD will analyze, structure, and maintain streamlined CTE Programs of Study

	2020-2021	2021-2022	Difference
High School Students	2513	2652	
CTE Students	2166	2216	- 3% of HS students taking CTE classes
Certifications tested	168	251	+ 3% students taking certification exam
Certifications Earned	133	152	+ 1% increase in certifications earned by students taking certification exam

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DISTRICT FOCUS 1:

- LEISD will provide more opportunities for students to prepare for post-secondary success
 - 86% of CTE Programs of Study require schooling beyond high school
 - Focus shifted towards certifications for two programs:
 - Health Science Certified Nursing Assistant
 - 24/29 students took exam, 15 fully certified as CNA
 - Drone Piloting: 107A Pilot License
 - 3 students took exam, 2 certified as Drone Pilot

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DISTRICT FOCUS 1:

4. LEISD will engage each employee in meaningful learning experiences that support student success

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DISTRICT FOCUS 1:

- 100% of full-time instructional staff will be trained and supported on required instructional models and the LEISD Curriculum Management Plan
 - Ongoing: 100% of *new instructional hires* are trained in the CMP and instructional models during Lobo Employee Onboarding and Orientation

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DISTRICT FOCUS 1:

- LEISD will provide T-TESS / Goal Aligned professional learning opportunities
 - All sessions are T-TESS aligned in Strive and searchable by staff for area of need

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DISTRICT FOCUS 1:

- LEISD will expand learning opportunities by providing weekly professional learning opportunities
 - Mindful Mondays implemented Fall 2021, sessions held through Spring; will continue Fall 2022 and beyond

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DISTRICT FOCUS 2:

FOCUS on community ENGAGEMENT

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DISTRICT FOCUS 2:

1. LEISD will communicate with the LEISD community to build trust, support, and involvement

22

DISTRICT FOCUS 2:

- Strategically plan creative content targeted to increase followers on Instagram to reach our younger audience.
 - Increased Instagram followers 165%

23

DISTRICT FOCUS 2:

- Increase community engagement by 45% on all social media accounts through strategic marketing designed to grab attention, build influence, and transform a community.
 - Community engagement across social media increased 88% (average) during the 2021-2022 school year, Instagram being the highest. We met our goal.

24

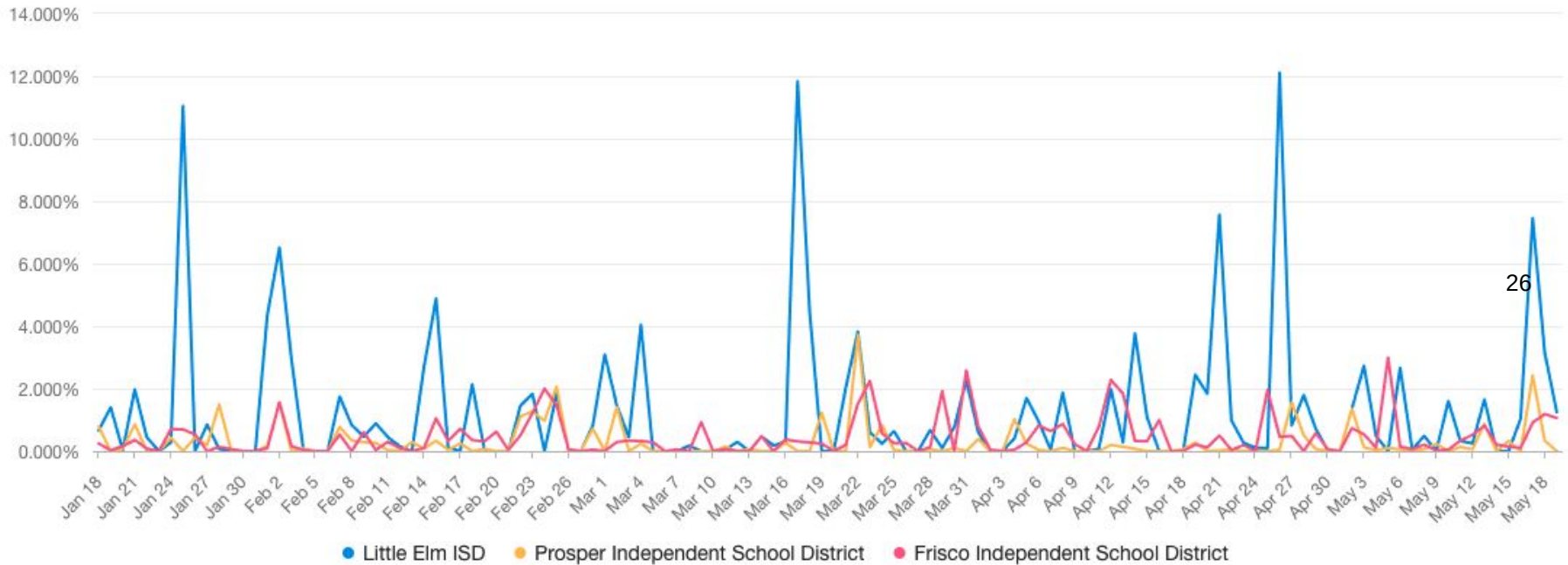
DISTRICT FOCUS 2:

- Meltwater
 - Purchased for social listening and media monitoring in Jan. 2022.
 - Meltwater can also be used as a tool to analyze our social media engagement, and benchmark the success of our posts compared to other school districts.

25

DISTRICT FOCUS 2:

Facebook Engagement Rate (Competitive Benchmarking Jan 18- May 18)



26

Little Elm ISD= 1.26

Prosper ISD= 0.28

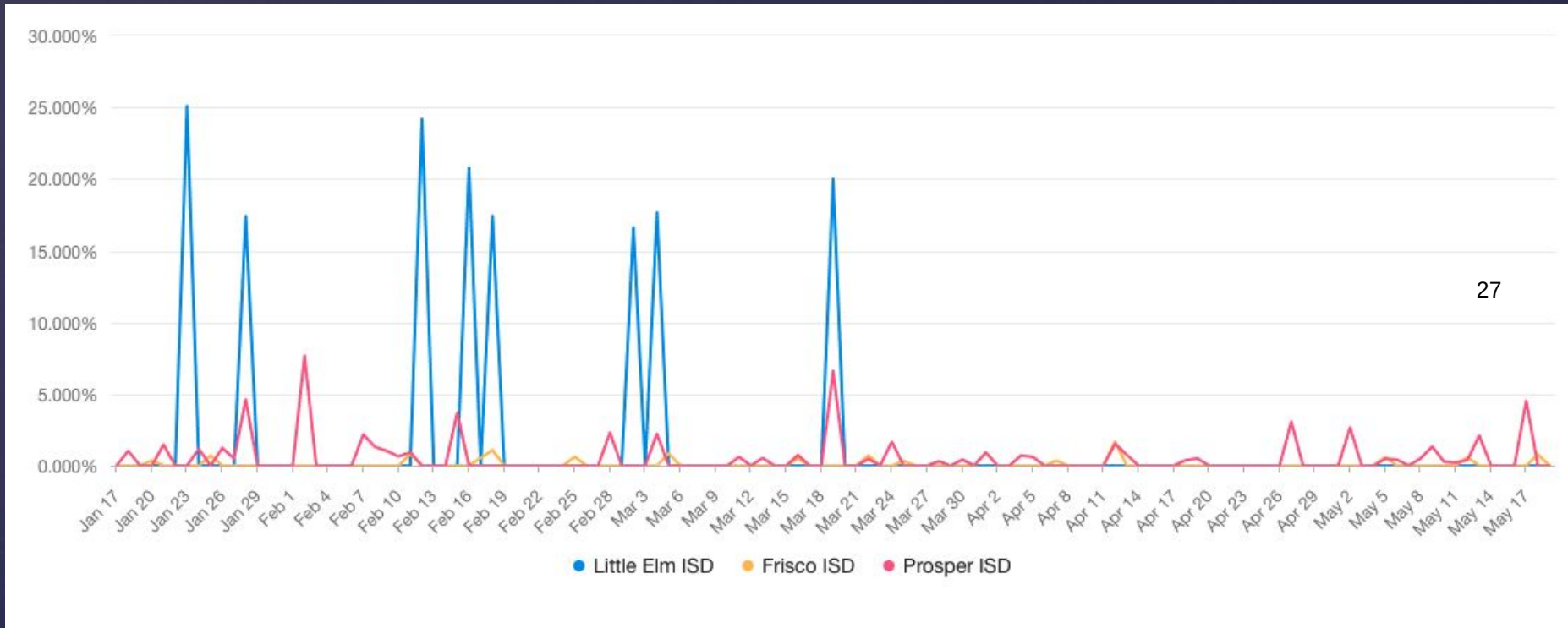
Frisco ISD= 0.44



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DISTRICT FOCUS 2:

Instagram Engagement Rate (Competitive Benchmarking Jan 18- May 18)



27

Little Elm ISD= 1.29

Prosper ISD= 0.52

Frisco ISD= 0.09

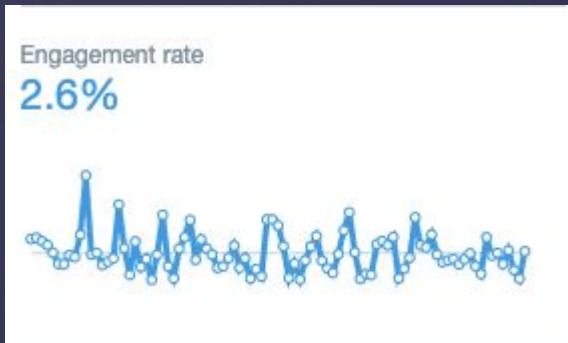
Landscape Average=0.637



Little Elm ISD
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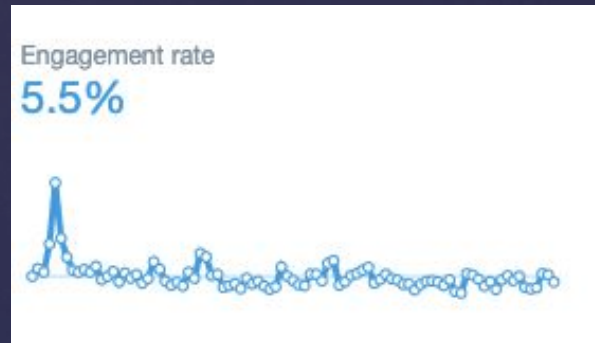
DISTRICT FOCUS 2:

2021-2022 Twitter Engagement Rate



Aug 18 - Nov 16

Engagement Rate: 2.6%



Nov 17-Feb 16

Engagement Rate: 5.5%



Feb 17-May 19

Engagement Rate: 3.3%

**Engagement percentages over 1% is considered great for Twitter*



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DISTRICT FOCUS 2:

- **What does all this mean?**
 - We are creating engaging content that the community wants to see.
 - Our engagement rate on Facebook and Instagram is higher than neighboring districts.

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DISTRICT FOCUS 2:

- Build “The Destination District” website
 - Under development, Soft Launch Sept. 2022
 - Ready for preview

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DISTRICT FOCUS 2:

2. LEISD will foster relations with community partners to enhance educational opportunities

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DISTRICT FOCUS 2:

- Engaging the community by hosting 633 Run in the fall, with a goal of 500 runners
 - Inaugural 633 Run was held October 2021 with approximately 650 runners
 - Currently planning for a bigger and better 633 Run for October 2022

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DISTRICT FOCUS 2:

- Continue to foster relationships with business partners as we open Smart Branch at Little Elm High School
 - TXCU Smart Branch opened in January
 - Currently open throughout the summer and employing LEISD students via summer jobs

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DISTRICT FOCUS 3:

FOCUS on Human CAPITAL

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DISTRICT FOCUS 3:

1. LEISD will recruit, recognize, and retain high quality and effective personnel to support student success at every level.

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- Recruited at 9 in-state job fairs in Fall 2021
- Recruited at 11 in-state job fairs in Spring 2022
- Executed inaugural LEISD Honoree Banquet - May 2, 2022 to recognize years of service, retirees, and excellence awards recipients



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DISTRICT FOCUS 3:

- Targeted recruiting of high quality personnel through LEISD Grow Your Own Programs
 - TWU Pioneer Bold partnership
 - Student Grow Your Own Program
 - Two of our paraprofessional staff enrolled in and earned teacher certifications through the TWU Pioneer Bold partnership
 - Began discussions about strengthening our TAFE club at LEHS for foundation of Student Grow Your Own program, will continue into the 2022-23 school year

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DISTRICT FOCUS 3:

- Promote and highlight the recognition, recruitment, and retention activities of the Human Resource Services department.
 - Videos highlighting
 - TWU Pioneer Bold
 - Auxiliary employees in action
 - 1st year LEISD teachers
 - All video projects are still in progress and are expected to be completed in Fall 2022

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DISTRICT FOCUS 3:

- Strengthen relationships between the Human Resource department and campus personnel
 - HR2U initiative
 - 1st year LEISD teacher check-in
 - Staff survey
 - Each of the 10 LEISD campuses received two site visits (one per semester) from Human Resources to answer questions and support staff needs

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DISTRICT FOCUS 3:

- Strengthen relationships between the Human Resource department and campus personnel
 - HR2U initiative
 - 1st year LEISD teacher check-in
 - Staff survey
 - At each of the HR2U visits, communication and a treat were given to 1st year teachers to offer support/assistance if needed
 - Thought Exchange survey was disseminated to staff through Communications

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Little Elm ISD

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DISTRICT FOCUS 4:

FOCUS on ENSURING FISCAL HEALTH and SUSTAINABILITY

40

DISTRICT FOCUS 4:

1. LEISD will ensure funding for teaching and learning, operations, and capital improvements to support student success at every level.

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DISTRICT FOCUS 4:

- Provide laser-focused customer service:
 - Budget Management
 - The 2021-22 adopted budget included budget owner identifier codes which improves budget management by root users
 - We provided administrators specific training (including one specifically for development of our Assistant Principals) using a new tool – the Budget Code Flip Chart
 - The Business Team continues to discuss ways to provide campuses/departments with more solutions than barriers

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DISTRICT FOCUS 4:

- Provide laser-focused customer service:
 - Analysis and modification of procedures
 - Implemented procedures to sustain compliance through introduction of a new form/procedure – the Processing Alternative to Standard Systems (PASS)
 - The Assistant Superintendent, Shay Adams, has made personal visits to each campus administrative assistant & Principal to open dialogue about how the Business Office can offer higher levels of support
 - Redevelopment of forms and processes collaboratively with technology and curriculum and learning

43

DISTRICT FOCUS 4:

- Build capacity within our community about LEISD's financial status through the following activities:
 - Long Range Facility Planning Committee Engagement
 - Presentations to both the Community Leadership Academy for Supporting Success (CLASS) and the Long-Range Facility Planning Committee (LRFPC)
 - Started new round of Bond Committee Meetings after the bond failed in the May Elections

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DISTRICT FOCUS 4:

- 2022 Bond Election Meetings
 - Hosted Bond Election Meetings prior to the May Elections across the community
 - Currently working with Bond Committee to prepare report for calling another Bond Election in November

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DISTRICT FOCUS 4:

- Application for awards to build trust around financial practices
 - Applied for and awarded TASBO Purchasing Award of Merit
 - Applied for and awarded TASBO Excellence in Finance Award
 - Application in progress for Texas Comptroller Transparency Renewal

46

DISTRICT FOCUS 4:

- Implement budget alignment between Business Services, Human Resource Services, and Student Information System Services through the following activities:
 - Implementation of a Position Management Information System (PMIS) with
 - Intentional collaboration with Human Resource Services to maintain the integrity of the PMIS
 - Both processes & training culminated in root level accuracy in planning the 2022-2023 budget
 - Conducted Lobo 360° Reviews to ensure correct coding for all staff salaries and stipends (scheduling for 2022-23 has already begun)

47

DISTRICT FOCUS 4:

- **Complete** compensation analysis / equitability / alignment project
 - This comprehensive process is complete for all beginning pay grades and new rates will begin for affected employees as their new compensation year begins
 - Other pay grades are under ongoing analysis as well and adjustments are included in the Compensation Plan proposed tonight

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DESTINATION JE 2025

STRATEGIC
FOCUS

COMMUNITY
ENGAGEMENT

TEACHING &
LEARNING

STUDENT
SUCCESS

HUMAN
CAPITAL

ENSURING
FISCAL HEALTH &
SUSTAINABILITY

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Questions?



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Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 6-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	REGULAR BOARD MEETING MINUTES - 5/16/2022.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for May 16, 2022.				
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 May 16, 2022.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for May 16, 2022.				

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 16, 2022, beginning at 6:00 PM in the Zellars Center for Learning and Leadership.

PRESENT: President David Montemayor, Secretary Dan Blackwood, Trustee Monique Thompson, Trustee Melissa Myers, Trustee Alejandro Flores, and Superintendent Daniel Gallagher.

ABSENT: Vice President Jason Olson and Trustee DeLeon English.

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. President David Montemayor called the meeting to order at 6:00 pm.
2. The Board recessed into Closed Meeting at 6:02 pm in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.072 & 551.074. The Board and Superintendent discussed:
 - A. Personnel
 - B. LandThe Board reconvened at 7:10 pm
3. Pledge of Allegiance
The Board led those present to The Pledges of The United States Flag and The Texas Flag.
4. Invocation
There was no invocation.
5. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
6. Superintendent Spotlight
 - A. Superintendent's STAR Award - Elementary Students
Mr. Ross Roberts presented the STAR Awards to the Elementary Students.
 - B. Student Recognition For Middle School Students - Strike and Walker
Presenter: Ross Roberts
Ms. Chelsea Guerra presented the student of the month award to Lilly Webb.
Ms. Kelly Carr presented the student of the month award to Christian Santoyo.
 - C. Little Elm High School - Students of the Month
Dr. Elizabeth Priddy presented the students of the month award to Trinity Bridges and Isaiah Hernandez.
Garett Smith, Cadence Hernandez, Isahia Hernandez, and Trinity Bridges.

D. Fine Arts Recognition

Mr. Frank Felice recognized the following students.

Adria Sare, Benjamin Wittaker, and Alexabia Paz.

Tia Davis, Arely Gyen, Keller Bagby, Patricia Cruz – Escobar.

Malak Ahmed, Edgar Barbosa, Destiny Cook, Katana Mccuellan, Evan Reza.

Gracie Miller, Michael Reyes, Ava Herrera, Julia Wilson, Eliah Miller, Harrison Miller.

Andrea Salamanca, Kiara Clemens, Katherine Cangarori, Alex Gaizer.

Katherine Cagarori, and Gerald Gonzalez.

E. Campus STEM Certification Celebration

Mr. Doug Sevier presented the following to those present:

Little Elm ISD STEM

- Little Elm TimeLine
- NISE STEM Teacher Certifications for LEISD
- NISE STEM Certification Retainment

F. Athletics Special Recognition - Coach Ken Tutt

This item was postponed.

G. Athletics Special Recognitions

Coach Mike Young recognized the athletic events workers present.

H. Special Recognition

Superintendent Daniel Gallagher presented the Triple E Award to Alma Rudlege for her dedication and many years of exemplary service to LEISD.

I. Introduction of new Assistant Superintendent for Curriculum and Learning

Ms. Asheley Brown presented to those present Dr. Penny Tramel as the new Assistant Superintendent for Curriculum and Learning.

J. Introduction of new Lakeview Elementary Principal

Ms. Asheley Brown presented to those present Mr. Chris Reza as the new Lakeview Elementary Principal.

K. SEAC Members Recognition

Mr. Ross Roberts recognized the SEAC Members present.

7. Reports of the Superintendent

A. Intent to apply for Federal Funding 2022-2023

Dr. Ashley Glover presented the following:

- Federal Funds Included
- Entitlements

B. Curriculum and Learning Update

Dr. Ashley Glover & Ms. Amanda Ball briefed those present on the following:

Curriculum and Learning Update

- Individual Graduation Committee (IGC)
- Determinations
- Process
- Adult Learning Highlights Summer 2022
- Curriculum Revision & Refinement
- Summer Learning Summit
- Admin Launch
- LOBO Welcome Week
- Fall Kick Off 2022
- Adult Learning Connections

C. Bond Update

Mr. Daniel Gallagher shared the following with those present:

LEISD Bond Update

- What we know...

- Recommendation from Leadership
- What ifs...

8. Citizen Input

Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose

Mr. Ty Phillips – Accountability about Board Training Hours.

Mr. Jason Salsbury – Book Banning in Texas.

9. Approval of Minutes

A. Consider Regular Board Meeting Minutes - April 25, 2022

Ms. Sonia S. Flores briefed this item with the Board. Secretary Dan Blackwood made the first motion to approve this item as submitted. Trustee Monique Thompson seconded the motion. The motion passed (4-0-1). Trustee Alejandro Flores abstained from voting.

10. Action Items

A. Consider approval of Financial Reports - March 2022

Mr. Jesse Wyse presented the Financial Reports to the Board and those present. Trustee Monique Thompson made the first motion to approve this item as submitted. Trustee Alejandro Flores seconded the motion. The motion passed (5-0).

11. Consent Agenda

A. Consider approval EF (LOCAL) Board Policy Update

Trustee Monique Thompson made the first motion to pull this item from the consent agenda. Secretary Dan Blackwood seconded the motion. The motion passed (5-0). Trustee Alejandro Flores made the first motion to discuss this item. Secretary Dan Blackwood seconded the motion. The motion passed (5-0).

Secretary Dan Blackwood made the first motion to table this item for a later meeting. Trustee Monique Thompson seconded the motion. The motion passed (5-0).

B. Consider approval of Little Elm ISD Expenditures over \$50,000 Summary Report

C. Consider approval of Little Elm ISD Interlocal Summary Report

D. Consider approval of Gifts and Donations

E. Consider approval of LEISD Insurance Roof Replacement Projects - Hackberry ES, Lakeside Middle School & Colin Powell Center

Secretary Dan Blackwood made the first motion to approve the Consent Agenda with the exception of item A. Trustee Alejandro Flores seconded the motion. The motion passed (5-0).

12. Board President Comments

President David Montemayor was glad to see the room full of children and thanked the new admin for being present.

13. Board Comments

Trustee Alejandro Flores thanked all the teachers and administrators for all the hard work.

Mr. Flores also congratulated Ms. Mary Watkins.

Secretary Dan Blackwood thanked the staff for staying late. Mr. Blackwood also congratulated Ms. Watkins and thanked Mr. Livingston for running.

Trustee Monique Thompson thanked Secretary Dan Blackwood for his years of service and congratulated Ms. Mary Watkins.

14. Superintendent Comments

Mr. Daniel Gallagher thanked the Board Members for being there. Mr. Gallagher also said that it was a great night celebrating staff and students and he is looking forward to the library books conversation.

15. Adjournment

Trustee Monique Thompson made the first motion to adjourn the meeting. Trustee Alejandro Flores seconded the motion. The motion passed (5-0).

The meeting adjourned at 9:41 pm.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 6-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	SPECIAL BOARD MEETING MINUTES - 5/18/2022.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for May 18, 2022.				
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 May 18, 2022.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for May 18, 2022.				

Agenda of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD will be held May 18, 2022, beginning at 3:30 PM in the Zellars Center for Learning and Leadership.

PRESENT: President David Montemayor and Trustee Monique Thompson.

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. The meeting was called to order at 3:30 pm.

2. Introduction and Roll Call

Ms. Sonia S. Flores took roll call.

3. Canvassing Returns and Declaring Results of the 2022 Board Election and Bond Election
Ms. Sonia S. Flores presented the Canvassing Returns from Denton County. President David Montemayor made the first motion to approve as submitted. Trustee Monique Thompson seconded the motion. The motion passed (2-0).

4. Adjournment

David Montemayor made the first motion to approve as submitted. Trustee Monique Thompson seconded the motion. The motion passed (2-0).

The meeting adjourned at 3:38 pm.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 6-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	SPECIAL BOARD MEETING MINUTES - 6/01/2022.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for June 1, 2022.				
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 June 1, 2022.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for June 1, 2022.				

Minutes of Special Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD will be held June 1, 2022, beginning at 6:00 PM in the Zellars Center for Learning and Leadership.

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

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 the Zellars on 300 Lobo Lane, Little Elm, Texas 75068. President David Montemayor called the meeting to order at 6:00 pm.
2. The Board recessed into Closed Meeting at 6:01 pm in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.074. The Board and Superintendent discussed:
 - A. Personnel
3. 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.
4. Action Items
 - A. Consider approval of Hiring of Chavez Elementary Principal
Ms. Asheley Brown briefed the Board about this item.
Trustee DeLeon English made the first motion to approve this item as discussed in closed session. Vice President Jason Olson seconded the motion. The motion passed (6-0-1). Secretary Dan Blackwood abstained from voting.
Ms. Asheley Brown announced Ms. Lindsay Sivick as the new Chavez Elementary Principal.
 - B. Consider approval of Hiring of Strike Middle School Principal
Ms. Asheley Brown briefed the Board about this item.
Trustee Alejandro Flores made the first motion to approve this item as discussed in closed session. Trustee Monique Thompson seconded the motion. The motion passed (6-0). Secretary Dan Blackwood abstained from voting.
5. Bond Workshop
Superintendent Daniel Gallagher shared with the Board the following:
 - Information Review
 - Demography Estimates by Campus
 - Enrollment Projections
 - Election Results
 - Listening to LEISD Voters

- Bond Project Considerations
- November Bond Considerations
- High School Additions
- Elementary #7
- Elementary #8
- Remove Elementary #9, Middle School #3, and Daycare
- Project Budgets & Timelines Adjusted for November 2022 Bond
- Bonding Capacity Considerations
- Summary of Scenario #1
- Summary of Scenario #2
- Summary of Scenario #3
- Tax Rate Projections
- Estimates for HS & 9th Grade Center
- Additional Recurring Gen Op Costs for Two High Schools
- Additional Recurring Gen Op Costs for 9th Grade Center
- Discussion & Questions
- Next Step & November Election Dates

6. Board President Comments

President David Montemayor mentioned that even tho this agenda says it's a Regular meeting, this is a Special Meeting.

7. Board Comments

There were no Board comments.

8. Superintendent Comments

There were no Superintendent comments.

9. Adjournment

Trustee Monique Thompson made the first motion to adjourn the meeting. Trustee Alejandro Flores seconded the motion. The motion passed (7-0).

The meeting adjourned at 8:45 pm.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 6-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	SPECIAL BOARD MEETING MINUTES - 6/07/2022.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for June 7, 2022.				
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 June 7, 2022.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for June 7, 2022.				

Minutes of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD will be held June 7, 2022, beginning at 6:00 PM in the Zellars Center for Learning and Leadership.

PRESENT: President David Montemayor, Secretary Dan Blackwood, Trustee DeLeon English, Trustee Alejandro Flores, Trustee Monique Thompson, and Superintendent Daniel Gallagher.

ABSENT: Vice President Jason Olson and Trustee Melissa Myers.

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. The meeting was called to order by President David Montemayor at 6:00 pm.
2. The Board recessed into Closed Meeting at 6:01 pm in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.074. The Board and Superintendent discussed:
 - A. Personnel
The Board reconvened at 7:08 pm.
3. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
4. 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.
5. Action Items
 - A. Consider approval of the Hiring of Hackberry Elementary School Principal
Ms. Asheley Brown presented this item to the Board.
Trustee Monique Thompson made the first motion to approve this item as discussed in closed session. Trustee DeLeon English seconded the motion. The motion passed (4-0-1). Secretary Dan Blackwood abstained from voting.
Ms. Asheley Brown announced Mr. Jimmy Ross as the new Hackberry Elementary School Principal.
 - B. Consider approval of Administrative Contract Update
Ms. Asheley Brown presented this item to the Board.
Trustee Alejandro Flores made the first motion to approve this item as discussed in closed session. Trustee Monique Thompson. The motion passed (5-0).
 - C. Consider approval of ESSER FTE's for District Needs
Ms. Asheley Brown presented this item to the Board.

Trustee Monique Thompson made the first motion to approve this item as discussed in closed session. Trustee DeLeon English seconded the motion. The motion passed (5-0).

6. Board President Comments

President David Montemayor thanked everyone for making time and being there.

7. Board Comments

Trustee Monique Thompson thanked Administration for finding someone for this position.

8. Superintendent Comments

Mr. Daniel Gallagher thanked everyone for being present.

9. Adjournment

Trustee Alejandro Flores made the first motion to adjourn the meeting. Trustee DeLeon English seconded the motion. The motion passed (5-0).

The meeting adjourned at 7:13 pm.

Board Agenda Item

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

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	Election of Officers				
Presenter or Contact Person:	President G. David Montemayor.				
Policy/Code:	N/A				
Summary:	Election of Officers				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	Administration has no recommendation related to this item.				
Motion:	I move that the Board approve the Election of Officers.				

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	HIRING OF ALTERNATIVE EDUCATION CAMPUS PRINCIPAL				
Presenter or Contact Person:	Renee Pentecost, Director of Human Resource Services				
Policy/Code:	DEAA, DEA, DEAB as appropriate				
Strategic Plan Goal:	We will recruit, recognize, and retain high quality and effective personnel to support student success at every level.				
Summary:	After a thorough interview and selection process, we are bringing to the Board for consideration, our recommendation for Principal of the Alternative Education Campus.				
Financial Implications:	N/A				
Attachments:	Under separate cover.				
Recommendation:	The Administration recommends approval of the hire of the new Principal of the Alternative Education Campus as discussed in closed session.				
Motion:	I move the Board approve the request to hire the new Principal of the Alternative Education Campus as discussed in closed session.				

Board Agenda Item

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

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	ORDER AUTHORIZING ISSUANCE OF BONDS				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance Services				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	ORDER AUTHORIZING THE ISSUANCE FROM TIME TO TIME OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$5,000,000; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE PURCHASE CONTRACTS AND PAYING AGENT/REGISTRAR AGREEMENTS RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF ONE OR MORE OFFICIAL STATEMENTS; AND ENACTING OTHER PROVISIONS RELATED THERETO				
Financial Implications:	(i) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section (\$5,000,000); (ii) the Bonds shall not bear interest at a true interest cost greater than 5.25%; (iii) the Pricing Certificate for each series or subseries of				

Bonds issued for the purposes described in Section 3.01, from time to time, shall indicate the amount of authorized but unissued bonds that remain available to the District from the Election following the issuance of the Bonds approved in the Pricing Certificate; and

(iv) the Bonds shall mature not later than August 15, 2052.

Attachments:

Bond Order

Recommendation:

The Administration recommends approval of the Bond Order as submitted.

Motion:

I move the Board approve the Bond Order, as submitted and discussed.

ORDER AUTHORIZING THE ISSUANCE FROM TIME TO TIME OF ONE
OR MORE SERIES OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS

Adopted: June 20, 2022

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Exhibit A – Form of Bond

AN ORDER AUTHORIZING THE ISSUANCE FROM TIME TO TIME OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE PURCHASE CONTRACTS AND PAYING AGENT/REGISTRAR AGREEMENTS RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF ONE OR MORE OFFICIAL STATEMENTS; AND ENACTING OTHER PROVISIONS RELATED THERETO

WHEREAS, the voters of the District have approved school building bonds voted pursuant to the Constitution and the laws of the state of Texas, including particularly Chapter 45 of the Texas Education Code, as amended (“Chapter 45”), at an election held within the District on November 7, 2017 (the “Election”); and

WHEREAS, at said Election, the voters authorized the amount of school building bonds set forth below in the following schedule; and

<u>Purpose</u>	<u>Election Date</u>	<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>Amount Authorized to be Issued</u>	<u>Authorized but Unissued Balance⁽¹⁾</u>
School Buildings	November 7, 2017	<u>\$235,000,000</u>	<u>\$230,000,000</u>	<u>\$5,000,000</u>	<u>\$0</u>
TOTAL		\$235,000,000	\$230,000,000	\$5,000,000	\$0
(1)	Unless otherwise designated in the Pricing Certificate.				

WHEREAS the Board of the District does hereby determine that the school building bonds in an amount not to exceed \$5,000,000, including any premium charged against voted authority, should be issued out of the school building bonds voted at the Election; and

WHEREAS, the actual amount issued therefrom pursuant to this Order from time to time and the balance that remains after the issuance of the school building bonds authorized in this Order shall be indicated in the Pricing Certificate for each series or subseries of Bonds; and

WHEREAS, the Board has found and determined that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of such bonds for constructing, improving, renovating and equipping school buildings of the District, and the purchase of necessary sites therefor and purchasing school buses and paying the costs of issuing the Bonds at this time; and

WHEREAS, the Board hereby finds and determines that it is necessary and in the best interest of the District and its citizens that it authorize by this Order the issuance and delivery of its bonds at this time, and

WHEREAS, the District has a principal amount of at least \$100,000,000 in a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued, and some amount of such long-term indebtedness is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation, and therefore qualifies as an “Issuer” under Chapter 1371 of the Texas Government Code, as amended (“Chapter 1371”); and

WHEREAS, pursuant to Chapter 1371, the District desires to delegate the authority to effect the sale of the Bonds from time to time to the Authorized Officer; and

WHEREAS, the meeting at which this Order is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; NOW, THEREFORE

BE IT ORDERED BY THE BOARD OF TRUSTEES OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT:

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions. Unless otherwise expressly provided in this Order, or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

“Authorized Officer” means the Superintendent or Assistant Superintendent for Business and Finance of the District.

“Board” means the Board of Trustees of the District.

“Bond” means any of the Bonds.

“Bond Counsel” means Bracewell LLP.

“Bonds” means the District’s bonds authorized to be issued by Section 3.01.

“Business Day” means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

“Chapter 1371” means Chapter 1371, Texas Government Code, as amended.

“Closing Date” means the date of the initial delivery of and payment for the Bonds.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import hereafter enacted,

(c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Dated Date” means the date designated as the date of the Bonds in the Pricing Certificate.

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Bonds, payable at the times and in the manner provided herein and in the Pricing Certificate.

“Designated Payment/Transfer Office” means (i) with respect to the initial Paying Agent/Registrar named in this Order, its corporate trust office or at such other location as may be designated in the Pricing Certificate or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the District and such successor.

“DTC” shall mean The Depository Trust Company of New York, New York, or any successor securities depository.

“DTC Participant” shall mean brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

“EMMA” means the Electronic Municipal Market Access System.

“Financial Obligation” shall have the meaning given to such term in Section 12.01 of this Order.

“Fiscal Year” means such fiscal year of the District as shall be set from time to time by the Board.

“Initial Bond” means the Initial Bond authorized by Section 3.02.

“Interest Payment Date” means the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

“Maturity” means the date on which the principal of the Bonds becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“MSRB” shall have the meaning given to such term in Section 12.01 of this Order.

“Order” means this Order.

“Owner” means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

“Paying Agent/Registrar” means, with respect to each series or subseries of Bonds, the Paying Agent/Registrar designated in the Pricing Certificate, or any successor thereto.

“Paying Agent Registrar Agreement” means, with respect to each series or subseries of Bonds, the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds.

“Pricing Certificate” means, with respect to each series or subseries of Bonds, the pricing certificate or pricing certificates setting forth the final terms of the Bonds, as directed by and pursuant to the Order, to be executed by the Authorized Officer.

“Purchase Contract” means, if any series or subseries of Bonds are sold in a negotiated sale, the purchase contract between the District and the Underwriters providing for the sale of such Bonds to the Underwriters.

“Purchaser” means, if any series or subseries of Bonds are sold in a competitive sale, the initial purchaser of such Bonds designated in the Pricing Certificate.

“Record Date” means the close of business on the last Business Day of the month next preceding an Interest Payment Date or such other date as specified in the Pricing Certificate.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Register” means the Bond register required by Section 3.06(a).

“Representation Letter” means the Blanket Letter of Representations between the District and DTC.

“Representative” shall have the meaning given to such term in Section 7.01 of this Order.

“Rule” shall have the meaning given to such term in Section 12.01 of this Order.

“SEC” means the United States Securities and Exchange Commission.

“Special Payment Date” means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.03(e).

“Special Record Date” means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.03(e).

“State” means the State of Texas.

“Stated Maturity” means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

“Unclaimed Payments” means money deposited with the Paying Agent/Registrar for the payment of Debt Service or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for 90 days after the applicable payment or redemption date.

“Underwriters” means, if any series or subseries of Bonds are sold in a negotiated sale, the underwriters designated in the Pricing Certificate relating to such Bonds.

Section 1.02. Findings. The declarations, determinations and findings declared, made and found in the preamble to this Order are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03. Table of Contents, Titles and Headings. The table of contents, titles and headings of the Articles and Sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Order or any provision hereof or in ascertaining intent, if any question of intent should arise.

Section 1.04. Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein to sustain the validity of this Order.

(c) All article and section references shall mean references to the respective articles and sections of this Order unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State, there is hereby levied for the current year and for each succeeding year hereafter while any of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax, with respect to the Bonds, on each one hundred dollars valuation of taxable property within the District, at a rate sufficient, without limit as to rate or amount, to pay Debt Service when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with

law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of Debt Service when due and as payable in accordance with the terms of the Bonds and this Order.

(d) Any money received by the District with respect to the Bonds as state assistance pursuant to the instructional allotment or as state assistance with existing debt, each as authorized by Chapter 46, Texas Education Code, shall be deposited in the interest and sinking fund as required by Sections 46.009 and 46.035, Texas Education Code, respectively. The District will take into account the balance in the Interest and Sinking Fund when it sets its debt service tax rate each year.

(e) To the extent required, and for so long as required, the District covenants to comply with the provisions of Section 45.0031 and to not set a tax rate for a year until the District has credited to the account of the Interest and Sinking Fund the amount of State assistance received or to be received in accordance with the terms of Section 45.0031.

(f) To the extent the District has available funds which may be lawfully used to pay Debt Service and such funds are on deposit in the Interest and Sinking Fund in advance of the time when the Board is scheduled to set a tax rate for any year, then such tax rate which otherwise would be required to be established pursuant to subsection (a) of this Section may be reduced to the extent and by the amount of such funds then on deposit in the Interest and Sinking Fund.

(g) If the lien and provisions of this Order shall be released in a manner permitted by Article X hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying Agent/Registrar for such redemption, and said taxes are hereby irrevocably pledged to pay Debt Service and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

Section 2.02. Application of Chapter 1208, Government Code. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of the taxes granted by the District under Section 2.01, and such pledge thereto is valid, effective, and perfected. Should Texas law be amended at any time while the Bonds are outstanding and unpaid, the result of such amendment being that the pledge of the taxes granted by the District under Section 2.01 is to be subject to the filing requirements of Chapter 9, Business & Commerce Code, in order to preserve to the registered owners of the Bonds the perfection of a security interest in said pledge, the District agrees to take such measures as it determines are reasonable and necessary under Texas

law to comply with the applicable provisions of Chapter 9, Business & Commerce Code and enable a filing to perfect the security interest in said pledge to occur.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. One or more series or subseries of the District's bonds as may be designated and having such title or titles as may be specified in the respective Pricing Certificates for each such series or subseries, are hereby authorized to be issued and delivered, from time to time, in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 45, Texas Education Code, and Chapter 1371. The designation for each such series or subseries of Bonds shall contain information identifying the Bonds as Little Elm Independent School District Unlimited Tax Bonds. The Bonds shall be issued in an aggregate principal amount not to exceed \$5,000,000 (including premium on the Bonds allocated to voted authorization) for the purposes of constructing, improving, renovating and equipping school buildings of the District and the purchase of necessary sites therefor and purchasing school buses and paying costs of issuing the Bonds. The respective Pricing Certificate for each such series or subseries of Bonds shall reflect the amount of the authorization utilized and remaining under this Order.

Section 3.02. Date, Denomination, Maturities, and Interest.

(a) The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate and shall be in fully registered form without coupons.

(b) The Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of \$5,000 principal amount or any integral multiple thereof and shall be numbered separately from one upward, except the Initial Bond, which shall be numbered IB-1.

(c) The Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(d) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Dated Date, unless otherwise provided in the Pricing Certificate, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03. Medium, Method and Place of Payment.

(a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office of the Paying Agent/Registrar.

(d) If the date for the payment of Debt Service is not a Business Day, the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which shall be fifteen (15) days after the Special Record Date) shall be sent at least five Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which the Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains after the retirement of all outstanding Bonds, shall be paid to the District to be used for any lawful purpose. Thereafter, neither the District, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the District by the President or Vice President and the Secretary of the Board, by their manual or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the District whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bond has been duly approved by the Attorney General of the State of Texas and that it is a valid and binding obligation of the District, and has been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bond, representing the entire principal amount of the Bonds designated in the Pricing Certificate, to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Representative or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.09. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal, for the further purpose of making and receiving payment of the interest thereon, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the District and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject

to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of \$5,000 and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption within forty-five (45) days of the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the registered owner of the uncalled balance of a Bond.

Section 3.07. Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Order, shall be cancelled upon the making of proper records regarding such payment, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to

pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the District to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the District and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the District and shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09. Book-Entry Only System.

(a) To the extent so designated in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Section 3.10. Successor Securities Depository; Transfer Outside Book-Entry Only System. In the event that the District or the Paying Agent/Registrar determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District or the Paying Agent/ Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, as applicable, in accordance with the provisions of this Order.

Section 3.11. Payments to Cede & Co. Notwithstanding any other provision of this Order to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments of Debt Service on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption. The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02. Optional Redemption.

(a) The Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(b) The District, at least 45 days before any redemption date for the Bonds, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Bonds to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds"), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method.

(b) A portion of a single Bond of a denomination greater than \$5,000 may be redeemed, but only in a principal amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Order, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05. Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The District reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an Event of Default. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an Event of Default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise

received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption at the Designated Payment/Transfer Office on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07. Effect of Redemption.

(a) Notice of redemption having been given as provided in Section 4.05 of this Order and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the District under Section 4.05(c), the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption and, unless the District defaults in its obligation to make provision for the payment of the principal thereof, redemption premium, if any, or accrued interest thereon, such Bonds or portions thereof shall cease to bear interest from and after the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

(b) If the District fails to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same.

Section 4.08. Lapse of Payment. Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

(a) The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent/Registrar for each series of Bonds, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate.

(b) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, one or more Paying Agent/Registrar Agreements, specifying the duties and responsibilities of the District and the Paying Agent/Registrar, in the substantially final form presented herewith and hereby approved, with such changes as may be necessary or desirable to conform to the terms of the Bonds and approved by the Authorized Officer, such approval to be evidenced by the execution thereof.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and

legally authorized to serve and perform the duties and services of paying and registrar for the Bonds.

Section 5.03. Maintaining Paying Agent/Registrar. (a) At all times while any Bonds are outstanding, the District will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Order.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the District will promptly appoint a replacement.

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) forty-five (45) days written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided, that, no such termination shall be effective until a successor paying agent/registrar has assumed the duties of paying agent/registrar for the Bonds.

Section 5.05. Notice of Change to Owners. Promptly upon each change in the entity serving as Paying Agent/Registrar, the District will cause notice of the change to be sent to each Owner by first class United States mail, postage prepaid, at the address in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Order and that it will perform the duties and functions of Paying Agent/Registrar prescribed hereby.

Section 5.07. Delivery of Records to Successor. If a Paying Agent/Registrar is replaced, such Paying Agent/Registrar, promptly upon the appointment of the successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund Guarantee to appear on each of the Bonds (i) shall be substantially in the form set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an

opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

Section 6.02. CUSIP Registration. The District may secure identification numbers through the CUSIP Service Bureau Division of Standard & Poor's Corporation, New York, New York, and may authorize the printing of such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the District nor bond counsel to the District are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.03. Legal Opinion. The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each definitive Bond over the certification of the Secretary of the Board, which may be executed in facsimile.

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement.

(a) The Bonds shall be sold to the Underwriters or the Purchasers at a negotiated or a competitive sale in one or more series or subseries from time to time in accordance with the terms of this Order. As authorized by Chapter 1371, the Authorized Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining whether the Bonds shall be sold pursuant to a negotiated or competitive sale and, in accordance with this Section 7.01, the Purchaser or Underwriters of the Bonds, the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, from time to time, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of Bonds to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, acquisition of the Permanent School Fund Guarantee for the Bonds, whether or not the Bonds will be designated as qualified tax-exempt obligations, whether the Bonds will be issued as tax-exempt or taxable bonds, the selection of the Underwriters and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

(i) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section;

(ii) the Bonds shall not bear interest at a true interest cost greater than 5.25%;

(iii) the Pricing Certificate for each series or subseries of Bonds issued for the purposes described in Section 3.01, from time to time, shall indicate the amount of authorized but unissued bonds that remain available to the District from the Election following the issuance of the Bonds approved in the Pricing Certificate; and

(iv) the Bonds shall mature not later than August 15, 2052.

If the Bonds are sold in a negotiated sale, the Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a bond purchase contract (the "Purchase Contract"), providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, such approval being evidenced by its execution thereof by the Authorized Officer. If the Bonds are sold in a competitive sale, the Authorized Officer is authorized to, in conformity with this Order, approve the terms, conditions and specifications for the sale of the Bonds in the Notice of Sale. The Authorized Officer is further authorized to award the sale of the Bonds to the purchaser submitting a bid form conforming to the specifications set forth in the Notice of Sale which produces the lowest true interest cost to the District. All officers, agents and representatives of the District are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of the Underwriter or Representative (if the Bonds are sold in a negotiated sale) or to the Purchaser (if the Bonds are sold in a competitive sale), as applicable, or such other entity as may be specified in the Pricing Certificate.

(b) The authority granted to the Authorized Officer under Section 7.01(a) shall expire on the date that is three hundred and sixty-five (365) days from the date of adoption of this Order, unless otherwise extended by the Board by separate action.

(c) The Authorized Officer is hereby authorized and directed to cause to be prepared on behalf of the District a Preliminary Official Statement and a Notice of Sale (to be used if the Bonds are sold in a competitive sale) for use in the initial offering and sale of the Bonds. The District hereby authorizes the Authorized Officer to approve the final form and content and distribution of the Preliminary Official Statement and the Notice of Sale prepared for use in the initial offering and sale of the Bonds and to certify or otherwise represent that the Preliminary Official Statement is a "deemed final" official statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Officer (the "Official Statement"). The use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters or the Purchasers, as

applicable, are hereby authorized. The District hereby authorizes the preparation of a final Official Statement (the "Official Statement") reflecting the terms of the Purchase Contract (if the Bonds are sold in a negotiated sale) or the winning bid form (if the Bonds are sold in a competitive sale) and other relevant information. The use of such final Official Statement by the Underwriters or Purchaser, as applicable (in the form and with such appropriate variations as shall be approved by the Authorized Officer) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement. The Secretary of the Board is hereby authorized and directed to include and maintain a copy of the Preliminary Official Statement and the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

(d) The President or Vice President of the Board, the Authorized Officer and all other officers of the District are authorized to take such actions, to obtain such consents or approvals and to execute such documents, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, to pay the costs of issuance of the Bonds, and to effectuate the terms and provisions of this Order, including, without limitation, making application for the guarantee of the permanent school fund for the Bonds from the Texas Education Agency. Further, in connection with the submission of the record of proceedings for the Bonds to the Attorney General of the State of Texas for examination and approval of such Bonds, the appropriate officer of the District is hereby authorized and directed to issue a check of the District payable to the Attorney General of the State of Texas as a nonrefundable examination fee in the amount required by Chapter 1202, Texas Government Code (such amount not to exceed \$9,500).

(e) The obligation of the Underwriters to accept delivery of the Bonds is subject to, among other conditions specified in the Purchase Contract, the Underwriters being furnished with the final, approving opinion of Bracewell LLP, Bond Counsel for the District, which opinion shall be dated and delivered the Closing Date.

Section 7.02. Control and Delivery of Bonds.

(a) The Authorized Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts, delivery of the Bonds shall be made to the Representative under and subject to the general supervision and direction of the Authorized Officer, or, in his absence, any officer of the Board, against receipt by the District of all amounts due to the District under the terms of sale.

Section 7.03. Deposit of Proceeds. The proceeds from the sale of the Bonds shall be deposited as set forth in the Pricing Certificate.

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; INVESTMENTS

Section 8.01. Creation of Funds.

(a) (a) The District hereby establishes, with respect to each series or subseries of Bonds issued pursuant to this Order, the following special funds or accounts, which shall be maintained at an official depository of the District; provided, the designation of such funds shall be modified as appropriate in the Pricing Certificate to the extent required to conform to the final designation of the name of the Bonds:

(i) “Little Elm Independent School District Unlimited Tax School Building Bonds, Interest and Sinking Fund.”

(ii) “Little Elm Independent School District Unlimited Tax School Building Bonds, Construction Fund.”

Section 8.02. Interest and Sinking Fund.

(a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of Debt Service.

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Bonds plus the aggregate amount of interest due and that will become due and payable on such Bonds, no further deposits to that fund need be made.

(c) Money on deposit in the Interest and Sinking Fund shall be used to pay Debt Service as such becomes due and payable.

Section 8.03. Construction Fund.

(a) Money on deposit in the Construction Fund, including investment earnings thereof, shall be used for the purposes specified in Section 3.01.

(b) All amounts remaining in the Construction Fund after the accomplishment of the purposes for which the Bonds are hereby issued, including investment earnings of the Construction Fund, shall be deposited into the Interest and Sinking Fund.

Section 8.04. Security of Funds. All moneys on deposit in the Interest and Sinking Fund shall be secured in the manner and to the fullest extent required by the laws of the State of Texas for the security of public funds, and moneys on deposit in such funds shall be used only for the purposes permitted by this Order.

Section 8.05. Investments.

(a) Money in the Interest and Sinking Fund and Construction Fund, at the option of the District, may be invested in such securities or obligations as permitted under applicable law.

(b) Any securities or obligations in which money in the Interest and Sinking Fund is so invested shall be kept and held in trust for the benefit of the Owners and shall be sold and the proceeds of sale shall be timely applied to the making of all payments required to be made from the fund from which the investment was made.

Section 8.06. Investment Income. Income derived from investment of any fund created by this Order shall be credited to such fund.

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01. Payment of the Bonds. On or before each date on which Debt Service is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the interest and sinking fund, money sufficient to pay such Debt Service when due.

Section 9.02. Other Representations and Covenants.

(a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

(b) The District is duly authorized under the laws of the State of Texas to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the District in accordance with their terms.

Section 9.03. Federal Tax Matters.

(a) General. The provisions of this Section 9.03 shall apply to all Bonds issued pursuant to this Order unless the Authorized Officer specifically determines in any Pricing Certificate that this Section 9.03 does not apply to such series of Bonds. The District covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Bonds to be includable in gross income, for federal income tax purposes. In furtherance thereof, the District covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the District in connection with the Bonds.

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of

section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

(c) No Federal Guarantee. The District covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be “federally guaranteed” within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

(d) No Hedge Bonds. The District covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be “hedge bonds” within the meaning of section 149(g) of the Code.

(e) No Arbitrage Bonds. The District covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be “arbitrage bonds” within the meaning of section 148(a) of the Code.

(f) Required Rebate. The District covenants that, if the District does not qualify for an exception to the requirements of section 148(f) of the Code, the District will comply with the requirement that certain amounts earned by the District on the investment of the gross proceeds of the Bonds, be rebated to the United States.

(g) Information Reporting. The District covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

(h) Record Retention. The District covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

(i) Registration. If the Bonds are “registration-required bonds” under section 149(a)(2) of the Code, the Bonds will be issued in registered form.

(j) Favorable Opinion of Bond Counsel. Notwithstanding the foregoing, the District will not be required to comply with any of the federal tax covenants set forth above if the District has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

(k) Continuing Compliance. Notwithstanding any other provision of this Order, the District’s obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

(l) Official Intent. For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the District, this Order serves as the District's official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

ARTICLE X

DISCHARGE

Section 10.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner now or hereafter permitted by law.

ARTICLE XI

PERMANENT SCHOOL FUND GUARANTEE

Section 11.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on certain series of the Bonds, as specified in the Pricing Certificate relating to such Bonds (the "PSF Guaranteed Bonds"), to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. If the PSF Guaranteed Bonds are defeased, the guarantee of the PSF Guaranteed Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the PSF Guaranteed Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

(a) a certified copy of this Order, the Pricing Certificate for such PSF Guaranteed Bonds and copies of the Official Statement shall be furnished to the Division of State Funding, School Facilities and Transportation, within ten (10) calendar days of the date of sale of the PSF Guaranteed Bonds;

(b) following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the PSF Guaranteed Bonds, the District will take all action required by Subchapter C of Chapter 45 of the Texas Education Code, as amended, including, but not limited to, the giving of timely notice of such determination to the Commissioner; and

(c) the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any PSF Guaranteed Bonds.

ARTICLE XII

CONTINUING DISCLOSURE UNDERTAKING

Section 12.01. Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned to such terms below:

“Financial Obligation” means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board.

“Rule” means SEC Rule 15c2 12, as amended from time to time.

“SEC” means the United States Securities and Exchange Commission.

Section 12.02. Annual Reports.

(a) The District shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the District, financial information and operating data with respect to the District of the general type included in the final Official Statement, being information of the type described in the Pricing Certificate, including financial statements of the District if audited financial statements of the District are then available, and (2) if not provided as part such financial information and operating data, audited financial statements of the District within 12 months after the end of each fiscal year, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles prescribed by the Texas State Board of Education or such other accounting principles as the District may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the District shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such statements becomes available.

(b) If the District changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) All financial information, operating data, financial statements, and notices required by this Section to be provided to the MSRB shall be provided in an electronic format and be accompanied by identifying information prescribed by the MSRB. Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB’s Internet Web site or filed with the SEC.

Section 12.03. Material Event Notices.

(a) The District shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of the holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the District;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or

other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (A) any event described in the immediately preceding clause (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets of business of the District, and (B) the District intends the words used in the immediately preceding clauses (15) and (16) in this Section and in the definition of Financial Obligation in this Order to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018.

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information and notices of material events in accordance with Section 12.02 and subsection (a) above. All documents provided to the MSRB pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

Section 12.04. Limitations, Disclaimers and Amendments.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article X that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the District in observing or performing its obligations under this Article shall comprise a breach of or default under the Order for purposes of any other provisions of this Order.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 12.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIII

DEFAULT AND REMEDIES

Section 13.01. Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

(i) the failure to make payment of Debt Service when the same becomes due and payable; or

(ii) default in the performance or observance of any other covenant, agreement or obligation of the District, which default materially and adversely affects the rights of the Owners, including, but not limited to, their prospect or ability to be repaid in accordance with this Order, and the continuation thereof for a period of 60 days after notice of such default is given by any Owner to the District.

Section 13.02. Remedies for Default.

(a) Upon the happening of any Event of Default, any Owner or an authorized representative thereof, including, but not limited to, a trustee or trustees therefor, may proceed against the District for the purpose of protecting and enforcing the rights of the Owners under this Order, by mandamus or other suit, action or special proceeding in equity or at law, in any court of competent jurisdiction, for any relief permitted by law, including the specific performance of any covenant or agreement contained herein, or thereby to enjoin any act or thing that may be unlawful or in violation of any right of the Owners hereunder or any combination of such remedies.

(b) It is provided that all such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 13.03. Remedies Not Exclusive.

(a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that notwithstanding any other provision of this Order, the right to accelerate the debt evidenced by the Bonds shall not be available as a remedy under this Order.

(b) The exercise of any remedy herein conferred or reserved shall not be deemed a waiver of any other available remedy.

(c) By accepting the delivery of a Bond authorized under this Order, such Owner agrees that the certifications required to effectuate any covenants or representations contained in this Order do not and shall never constitute or give rise to a personal or pecuniary liability or charge against the officers, employees or trustees of the District or the Board.

ARTICLE XIV

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 14.01. Amendments to Order and Pricing Certificate.

(a) The District reserves the right to amend this Order or the Pricing Certificate, or both, without the consent of or notice to any registered owners of the Bonds in any manner not detrimental to the interest of the Owners for the purpose of curing any ambiguity, inconsistency, manifest error, formal defect or omission in this Order or the Pricing Certificate, or both.

(b) The District reserves the right, but only with the written consent of the Owners of a majority in aggregate principal amount of the Bonds then outstanding, to amend, add to, or rescind any of the provisions of this Order or the Pricing Certificate, or both.

(c) Without the consent of the Owners of all of the Bonds then outstanding, no amendment, addition or rescission may (i) extend the time or times of payment of the principal

of and interest on the Bonds, (ii) reduce the principal amount thereof, the redemption price, or the rate of interest or yield to maturity thereon, or in any other way modify the terms of payment of the principal of and interest on the Bonds; (iii) give any preference to any Bonds over any other Bond, or (iv) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition or rescission.

Section 14.02. Nonsubstantive Changes to Order and Pricing Certificate. With the concurrence of the Authorized Officer, Bond Counsel is authorized to make such nonsubstantive changes to this Order and to the Pricing Certificate to the extent required to comply with the rules and requests of the Attorney General of Texas in connection with his approval of the Bonds.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 15.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 15.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

PASSED, APPROVED AND EFFECTIVE on June 20, 2022.

Secretary, Board of Trustees
Little Elm Independent School District

President, Board of Trustees
Little Elm Independent School District

[SEAL]

*Signature Page for Bond Order
Little Elm ISD 2022*

EXHIBIT A

FORM OF BOND

(a) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
Denton County

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
[UNLIMITED TAX _____ BOND
SERIES _____¹]

INTEREST RATE: MATURITY DATE: CLOSING DATE: CUSIP NUMBER:

%

Little Elm Independent School District (the "District"), in Denton County, State of Texas,
for value received, hereby promises to pay to

or registered assigns, on the maturity date specified above, the sum of

DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the Closing Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____² and _____³ of each year, commencing _____⁴.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of _____⁵, _____⁶, Texas, or such other location

¹ Insert from Officers Pricing Certificate.

² Insert from Officers Pricing Certificate.

³ Insert from Officers Pricing Certificate.

⁴ Insert from Officers Pricing Certificate.

⁵ Insert from Officers Pricing Certificate.

designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the 15th day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of _____⁷, issued in the aggregate principal amount of \$ _____⁸, (herein referred to as the "Bonds"), issued to pursuant to a certain order (the "Bond Order") adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the "Pricing Certificate," and, together with the Bond Order, the "Order"), for the purposes of (i) constructing, improving, renovating and equipping school buildings of the District and the purchase of necessary sites therefor and purchasing school buses and (ii) paying the costs of issuing the Bonds.]

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, without limit as to rate or amount, against all taxable property in the District sufficient, together with certain available funds of the District on deposit in the interest and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Order.

⁶ Insert from Officers Pricing Certificate.

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

The District has reserved the option to redeem the Bonds maturing on and after _____⁹, in whole or in part before their respective scheduled maturity dates, on _____¹⁰, or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on _____¹¹ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>Term Bonds Maturing</u> _____	
<u>Redemption Date</u> _____ ¹²	<u>Principal Amount</u> _____ ¹³

The Paying Agent/Registrar will select by lot or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of \$5,000, each \$5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.]

Not less than thirty (30) days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Order, the District reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the

⁹ Insert from Officers Pricing Certificate.

¹⁰ Insert from Officers Pricing Certificate.

¹¹ Insert from Officers Pricing Certificate.

¹² Insert from Officers Pricing Certificate.

¹³ Insert from Officers Pricing Certificate.

redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the District retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption and such redemption has been rescinded shall remain Outstanding. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the District in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

Neither the District nor the Paying Agent/Registrar shall be required to transfer or exchange any Bond called for redemption where such redemption is scheduled to occur within forty-five (45) calendar days after the transfer or exchange date; provided, however, such limitation shall not be applicable to an exchange by the registered owner of the uncalled principal balance of a Bond.

The District, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the District nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the District has caused this Bond to be duly executed under its official seal in accordance with law.

Secretary, Board of Trustees
Little Elm Independent School District

President, Board of Trustees
Little Elm Independent School District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Order. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

14

As Paying Agent/Registrar

Dated: _____

By: _____

¹⁴ Insert from Officers Pricing Certificate.

(c) Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

(Social Security or other identifying number: _____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed By:

Authorized Signatory

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the Paying Agent/Registrar.

(d) Statement of Permanent School Fund Guarantee.

The following statement shall only appear on or be attached to each Bond guaranteed by the Permanent School Fund Guarantee:

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Little Elm Independent School District of its Unlimited Tax School Building Bonds, Series _____¹⁵, dated _____¹⁶, in the principal amount of \$_____¹⁷ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

Reference is hereby made to the continuing disclosure agreement of the Texas Education Agency, set forth in Section I of the Agency's Investment Procedure Manual and the Agency's commitment letter for the guarantee. Such disclosure agreement has been made with respect to the bond guarantee program, in accordance with Rule 15c2-12 of the United States Securities and Exchange Commission, for the benefit of the holders and beneficial owners of the bonds.

In witness thereof I have caused my signature to be placed in facsimile on this bond.

[Name of Commissioner]
Commissioner of Education State of Education

¹⁵ Insert from Officers Pricing Certificate.

¹⁶ Insert from Officers Pricing Certificate.

¹⁷ Insert from Officers Pricing Certificate.

(e) Initial Bond Insertions

(i) The Initial Bond shall be in the form set forth in paragraphs (a), (c) and (d) of this Section, except that, in the event there is more than one maturity of Bonds:

1. immediately under the name of the Bond, the headings “INTEREST RATE” and “MATURITY DATE” shall both be completed with the words “As Shown Below” and “CUSIP NO. _____” deleted;

2. in the first paragraph the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on _____¹⁸ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

Year	Principal Amount	Interest Rate
------	------------------	---------------

(Information to be inserted from the Pricing Certificate); and

3. the Initial Bond shall be numbered IB-1.

4. The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO. _____
OF THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT there is on file and of record in my office a certificate to the effect that the Attorney General of the State of Texas has approved this Bond, and that this Bond has been registered this day by me.

WITNESS MY HAND AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

¹⁸ Insert from Officers Pricing Certificate.

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
06-20-2022	☐	☒	☐	☐	☐
Subject:	ADOPTION OF BUDGET FOR 2022-2023				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	Board Legal Status Powers and Duties – BAA (Local) Annual Operating Budget – CE (Local)				
Summary:	Discuss Little Elm ISD's 2022-2023 Budget				
Financial Implications:	The adoption of the proposed budget support the education initiative of Little Elm ISD				
Attachments:	Under separate cover.				
Recommendation:	The Administration recommends approval of the proposed Budget for the Fiscal Year 2022-2023.				
Motion:	I move that the Board approves the proposed Budget for Fiscal Year 2022-2023.				

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 06-20-2022	☐	☒	☐	☐	☐
Subject:	UPDATE POLICY CDC (LOCAL) OTHER REVENUES, GIFTS AND SOLICITATIONS				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	CDC (LOCAL)				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	Consider a policy update in order to seamlessly operate the District's day to day business. This avoids the loss of opportunities due to the timing of notification versus Board Meeting schedule.				
Financial Implications:	N/A				
Attachments:	Proposed revised CDC (LOCAL) policy				
Recommendation:	The Administration recommends an update to policy CDC (LOCAL) to allow the Superintendent to accept donations on behalf of the District.				
Motion:	I move that the Board approve the updated policy CDC (LOCAL) dated June 20, 2022 as submitted.				

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

Gifts and Bequests

The Board ~~shall reserve the right to specify the manner in which gifts or bequests, if accepted, are utilized to define the type of gift or bequest it considers appropriate and to reject those it deems inappropriate, unsuitable, or otherwise unacceptable. delegates to the Superintendent the authority to accept gifts or bequests on behalf of the District. However, any gift of real property shall require Board approval.~~

At the discretion of the Superintendent, specific gifts of bequests may be presented for Board approval.

General

The ~~Board~~ Superintendent shall consider for acceptance those gifts or bequests that:

1. Contribute positively to the education, comfort, or welfare of District students and/or staff;
2. Encourage innovation and experimentation; and
3. Have purposes consistent with those of the District.

Acceptance

The Board shall accept gifts and bequests in accordance with the following guidelines:

1. No acceptance shall be construed to be a testimonial or endorsement by the District of a product or business enterprise.
2. Any publicity initiated upon receiving the gift or bequest by the District shall have the prior written approval of the Superintendent.
3. All accepted gifts or bequests shall become District property.

~~4. Restrictions or contingencies as to the use of gifts or bequests shall be allowed by special Board action only, with the Board reserving the right to remove them as conditions warrant, except as provided herein.~~

~~5. Gifts or bequests of \$2,500 or more of value shall be accepted by Board action only.~~

~~6.4.~~ Gifts or bequests of less than \$2,500 in value may be accepted by the Superintendent. The Superintendent shall notify the Board monthly of such gifts and bequests.

~~7.5.~~ Cost of installation, upkeep, or other ongoing expenses shall be considered before the Board may accept a donation of equipment, facility construction or alteration, or other items that are likely to have ongoing cost requirements. It must be

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

determined who shall defray the cost of installation and/or maintenance prior to acceptance of such gifts.

Installation of Gifts
or Bequests

~~8. Action by the Board to accept monetary gifts shall constitute authorization for the administration to amend the budget when warranted.~~

The Board, through practice and administrative action, has established policies and procedures for the installation of certain types of furniture, fixtures, equipment, and recognitions. Any gift or bequest resulting in additional installation of these ~~types of items, whether from an organization within or outside the District, may be accepted only upon Board action.~~ Any such installation shall be performed in accordance with the following guidelines:

1. All installations shall meet regulatory code requirements, pass a city inspection, meet the standards of the District's maintenance department, and meet any other requirements established by the administration.
2. Installations shall be coordinated under the direction or with the approval of the director of facilities and construction.

~~3. Installation of projects of this nature normally shall be completed by June 1 to avoid interference with another facility's work.~~

Disposal

Disposal of any tangible item acquired by gift or bequest shall be in accordance with established procedures for disposing of any other District property.

Nothing contained in any policy shall limit the authority of later Boards to alter, relocate, or remove altogether any items acquired or accepted by the District.

Use

Authorized District staff may solicit donations from corporate or other private entities or individuals of funds, services, or other gifts to further the District's educational mission or to meet other special needs. When authorized staff members make such solicitations, any resulting donations shall be accepted as required herein, and the District may use the donations for the purposes specified by the donor. The District reserves the right to modify or to decline to accept and use any donation if the purpose specified by the donor or the affect is not consistent with the purpose, goals, and policies of the District. In recognition of special gifts or promotional items, the District may place, or allow the donor to place, its name or logo on an item provided the name or logo is not conspicuous and provided the name or logo is consistent with the purpose, goals, and policies of the District.

OTHER REVENUES
GIFTS AND SOLICITATIONS

CDC
(LOCAL)

Solicitations

An employee who solicits gifts on behalf of the District or for use in the fulfillment of his or her professional responsibilities shall comply with relevant state and federal law and any District administrative regulations.

All donations solicited on behalf of the District, including solicitations in the name of the District or a campus, or donations solicited using District or campus resources, become the sole property of the District.

Web-Based
Solicitations

An employee may solicit web-based donations of money or items for use by the employee in fulfilling his or her professional responsibilities or for the District's use, including "crowdfunding." However, an employee shall obtain prior approval from the employee's supervisor before using the name or image of the District, a campus, or any student.

Board Agenda Item

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

Board Mtg. Date 6-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	ZELLARS CONVERSION TO ECC				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Strategic Plan Goal:	To ensure fiscal health & sustainability.				
Summary:	Requesting approval to accept GMP from Balfour and Master Project Budget				
Financial Implications:	Total Cost of the Project will be \$7,960,408.14, with the GMP totaling \$6,284,399.00, including all alternates.				
Attachments:	Balfour GMP & Master Budget				
Recommendation:	The Administration recommends the approval of this Project/Budget as presented, and to authorize the Superintendent or his designee to execute any required contract documents.				
Motion:	I move the Board approve this Project/Budget as presented, and authorize the Superintendent or his designee to execute any required contract documents.				



BUDGET TRACKING

Herschel Zellars Early Childhood Learning Center

6/7/2022

	ACCOUNT CODES	DESCRIPTION	BUDGET
01		CONSTRUCTION ACTIVITIES	\$ 6,284,399.00
		Demo & Renovation	\$ 5,907,617.00
		Add Alternate Canopies	\$ 376,782.00
			\$ -
			\$ -
			\$ -
00		A/E FEES	\$ 521,450.89
		Base Fee @ 8.5%	\$ 475,000.00
		Additional Services	\$ 31,263.00
		Reimbursables @ 3%	\$ 15,187.89
02		THIRD PARTY VENDORS	\$ 986,066.25
		FF&E P/D/I	\$ 432,787.50
		Contingency @10%	\$ 43,278.75
		Technology P/D/I	\$ 460,000.00
		Moving Services	\$ 50,000.00
03		THIRD PARTY CONSULTANTS	\$ 135,410.00
		Hazmat Svcs - Asbestos Survey	\$ -
		Surveys B/T/Tr/Env	\$ 10,000.00
		Materials Testing	\$ 28,852.50
		Test & Balance	\$ 46,164.00
		Commissioning	\$ 40,393.50
		Energy Audit	\$ -
		Roof Consultant	\$ 10,000.00
04		PERMITS & FEES	\$ 4,000.00
		Legal	\$ 3,000.00
		Other	\$ 1,000.00
05		Miscellaneous Costs	\$ 1,000.00
		Printing/Misc.	\$ 1,000.00
06		OWNER'S CONTINGENCY	\$ 28,082.00
		@20%	\$ 28,082.00

TOTAL PROJECT BUDGET

\$ 7,960,408.14

Little Elm Independent School District
Zellars Early Childhood Center
Little Elm, Texas

Exhibit C.1 - Statement of Costs

Guaranteed Maximum Price

BID PACK	BID PACKAGE DESCRIPTION	TOTAL COST	\$ / SQFT ON TOTAL	% OF TOTAL	
01A	OWNER ALLOWANCES	\$359,434	\$6.23	6.08%	
01B	GENERAL REQUIREMENTS	\$120,402	\$2.09	2.04%	
02A	DEMOLITION	\$108,000	\$1.87	1.83%	
03A	CAST-IN-PLACE CONCRETE (TURNKEY)	\$11,550	\$0.20	0.20%	
04A	MASONRY	\$20,000	\$0.35	0.34%	
05A	STRUCTURAL STEEL	\$13,041	\$0.23	0.22%	
06B	FINISH CARPENTRY / MILLWORK	\$333,121	\$5.77	5.64%	
07A	WATERPROOFING / SEALANTS	\$16,293	\$0.28	0.28%	
07C	ROOFING	\$5,000	\$0.09	0.08%	
08A	DOORS / FRAMES / HARDWARE	\$117,201	\$2.03	1.98%	
08E	EXTERIOR GLASS	\$61,167	\$1.06	1.04%	
09B	DRYWALL / ACOUSTICAL	\$314,856	\$5.45	5.33%	
09C	TILE	\$8,938	\$0.15	0.15%	
09F	RESILIENT FLOORING / CARPET	\$305,705	\$5.29	5.17%	
09H	FLUID APPLIED FLOORING	\$23,298	\$0.40	0.39%	
09L	PAINTING / WALL COVERINGS	\$108,000	\$1.87	1.83%	
10A	SPECIALTIES PACKAGE	\$53,976	\$0.93	0.91%	
10C	SIGNAGE	\$9,697	\$0.17	0.16%	
10S	AWNINGS / CANOPIES	\$164,759	\$2.85	2.79%	
11G	RESIDENTIAL EQUIPMENT	\$2,500	\$0.04	0.04%	
11P	RECREATION EQUIPMENT	\$281,909	\$4.88	4.77%	
12I	SITE FURNISHINGS	\$3,500	\$0.06	0.06%	
21A	FIRE PROTECTION	\$257,000	\$4.45	4.35%	
22A	PLUMBING	\$345,200	\$5.98	5.84%	
23A	HVAC	\$242,494	\$4.20	4.10%	
26A	ELECTRICAL	\$492,236	\$8.53	8.33%	
27A	LOW VOLTAGE	\$27,139	\$0.47	0.46%	
31A	EARTHWORK / GRADING	\$99,183	\$1.72	1.68%	
32A	PAVING / SIDEWALKS	\$211,390	\$3.66	3.58%	
32C	PAVEMENT MARKINGS	\$1,820	\$0.03	0.03%	
32E	FENCING	\$47,500	\$0.82	0.80%	
32F	LANDSCAPE / IRRIGATION	\$34,514	\$0.60	0.58%	
33A	UTILITIES	\$578,438	\$10.02	9.79%	
TOTAL COST OF WORK		\$4,779,260	\$82.77	80.90%	
GENERAL CONDITIONS		LSUM	\$640,272	\$11.09	10.84%
CONTINGENCY		3.000%	\$143,378	\$2.48	2.43%
SUBCONTRACTOR DEFAULT INSURANCE		1.400%	\$65,224	\$1.13	1.10%
GENERAL LIABILITY		0.850%	\$50,215	\$0.87	0.85%
BUILDER'S RISK INSURANCE		0.075%	\$4,431	\$0.08	0.08%
PERFORMANCE BOND		0.800%	\$47,261	\$0.82	0.80%
BUILDING PERMIT		BY OWNER	\$0	\$0.00	0.00%
FEE		2.750%	\$157,576	\$2.73	2.67%
PRECONSTRUCTION SERVICES		LSUM	\$20,000	\$0.35	0.34%
TOTAL COST		\$5,907,617	\$102.31	100.00%	

**AMENDMENT TO AGREEMENT BETWEEN
OWNER AND CONSTRUCTION MANAGER**

Exhibit E – Alternates

Each Alternate listed below must be accepted at time of GMP approval to avoid cost and/or schedule impacts. If the items are not accepted at the time of GMP approval, then the pricing and schedule will need to be adjusted at the time the alternates are requested to be provided.

Alternate #1: Furnish and install new aluminum walkway cover, concrete foundations, sidewalk extensions, and canopy light fixtures for Canopy "A". \$141,792

Alternate #2: Furnish and install new aluminum walkway cover, concrete foundations, sidewalk extensions, and canopy light fixtures for Canopy "B". \$82,111

Alternate #3: Furnish and install new aluminum walkway cover, concrete foundations, and canopy light fixtures for Canopy "C". \$152,879
Demolish existing site light and pole in lieu of new luminaire "ZW" per Note C10 on Sheet ES1.01. Remove "WP" luminaire per Note L10 on Sheet EL2.01D.

Total Accepted Alternates \$376,782

END OF EXHIBIT E – ALTERNATES

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☐	Action Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Other ☐
Subject:	COMPENSATION FOR THE 2022-2023 SCHOOL YEAR				
Presenter or Contact Person:	Asheley Brown, Executive Director for Human Resource Services				
Policy/Code:	DEAA, DEA, DEAB as appropriate				
Strategic Plan Goal:	We will recruit, recognize, and retain high quality and effective personnel to support student success at every level.				
Summary:	Information related to salary ranges, stipends, supplemental pay for temporary workers, and teacher new hire salary schedule.				
Financial Implications:	Included in the 2022-2023 budget.				
Attachments:	LEISD 2022-2023 Compensation Plan				
Recommendation:	The Administration recommends approval of the 2022-2023 compensation plan, contingent on Board approval of the 2022-2023 budget.				
Motion:	I move the Board approve the 2022-2023 compensation plan, contingent on Board approval of the 2022-2023 budget.				



Little Elm ISD 2022-2023 Compensation Plan

22-23 Teacher Pay Scale

Teacher, Nurses (RN), Media Specialist (aka Librarians)

Years Experience	Bachelor's
0	\$57,656
1	\$58,786
2	\$59,064
3	\$59,278
4	\$59,492
5	\$59,706
6	\$59,975
7	\$60,296
8	\$60,617
9	\$60,960
10	\$61,281
11	\$61,602
12	\$62,031
13	\$62,459
14	\$62,942
15	\$63,423
16	\$63,906
17	\$64,334
18	\$64,763
19	\$65,191
20	\$65,727
21	\$66,530
22	\$67,708
23	\$67,922
24	\$68,137
25+	\$68,351
Bilingual Certification Stipend \$5,000	
Master's Degree Stipend \$1,500	
Critical Needs Stipends - Varied amounts	
<i>This schedule is for hiring purposes only. No yearly salary increases are automatically granted. Neither past nor future salaries can be calculated, assumed, or predicted on the basis of this schedule.</i>	

Little Elm ISD 2022-2023 Auxiliary Salary Schedule

Pay Grade 1	# Duty Days		Min - Hourly \$11.48	Mid - Hourly \$13.86	Max - Hourly \$16.24
Child Nutrition Specialist	173	173 Days/(3 hrs)	\$5,958	\$7,193	\$8,429
Custodian	240	173 Days	\$15,888	\$19,182	\$22,476
Custodian, Floater	240	240 Days	\$22,042	\$26,611	\$31,181
Lunch Monitor (3hrs/day)	172				

Pay Grade 2	# Duty Days		Min - Hourly \$13.46	Mid - Hourly \$16.43	Max - Hourly \$19.41
Assistant Manager, Child Nutrition	178	178 Days	\$19,167	\$23,396	\$27,640
Custodian, Lead	240	240 Days	\$25,843	\$31,546	\$37,267
Grounds, Level 1	240				
Maintenance, Level 1	240				
Security/Hall Monitor	178				

Pay Grade 3	# Duty Days		Min - Hourly \$15.14	Mid - Hourly \$18.47	Max - Hourly \$21.80
Grounds, Level 2	240	178 Days	\$21,559	\$26,301	\$31,043
Head Custodian, Elementary	240	240 Days	\$29,069	\$35,462	\$41,856
Maintenance, Level 2	240				

Pay Grade 4	# Duty Days		Min - Hourly \$16.70	Mid - Hourly \$20.45	Max - Hourly \$24.19
Child Nutrition Manager	178	178 Days	\$23,781	\$29,121	\$34,447
Head Custodian, Middle School/High School	240	240 Days	\$32,064	\$39,264	\$46,445
Supervisor, Grounds	240				
Supervisor, Maintenance	240				

Pay Grade 5	# Duty Days		Min - Hourly \$20.34	Mid - Hourly \$24.81	Max - Hourly \$29.28
Carpenter	240	240 Days	\$39,053	\$47,635	\$56,218
Electrician, Journeyman	240				
HVAC Technician, Journeyman	240				
Plumber, Journeyman	240				

Pay Grade 6	# Duty Days		Min - Hourly \$21.15	Mid - Hourly \$25.80	Max - Hourly \$30.45
Electrician, Master Certified	240	240 Days	\$40,608	\$49,536	\$58,464
HVAC Technician, Master Certified	240				
Plumber, Master Certified	240				

*When an applicant that has exceptional job qualifications or a position cannot otherwise be filled, the Superintendent or designee may approve hiring rates above the defined range which shall be noted on employment paperwork.

Pay Grade 1	# Duty Days		Min - Hourly \$14.02	Mid - Hourly \$16.28	Max - Hourly \$18.53
Child Care	189	178 Days	\$19,964	\$23,183	\$26,387
Instructional Assistant, Gen Ed Classroom	178	189 Days	\$21,198	\$24,615	\$28,017
Instructional Assistant, Day Academy	178	203 Days	\$22,768	\$26,439	\$30,093
Instructional Assistant, Special Pops Resource/Inclusion	178	207 Days	\$23,217	\$26,960	\$30,686
Translator/Parent Involvement Liaison	178				

Pay Grade 2	# Duty Days		Min - Hourly \$14.15	Mid - Hourly \$16.44	Max - Hourly \$19.00
Assistant, Health Clinic	178	178 Days	\$20,150	\$23,411	\$27,056
Childcare Lead	189	183 Days	\$20,716	\$24,068	\$27,816
Instructional Assistant, ISS	178	187 Days	\$21,168	\$24,594	\$28,424
Instructional Assistant, Special Pops. 18+	178	189 Days	\$21,395	\$24,857	\$28,728
Instructional Assistant, Special Pops. Self-Contained	178	203 Days	\$22,980	\$26,699	\$30,856
Instructional Technology Assistant/ Tech Liaison	183	226 Days	\$25,583	\$29,724	\$34,352
Library Media Services Technician	183				
Office Assistant, Special Populations - Aide	187				
Receptionist, Campus	203				
Receptionist, High School Campus	226				

Pay Grade 3	# Duty Days		Min - Hourly \$14.30	Mid - Hourly \$17.66	Max - Hourly \$21.02
Attendance (PEIMS) Specialist, Elementary	203	178 Days	\$20,363	\$25,148	\$29,932
District Receptionist/Translator	226	197 Days	\$22,537	\$27,832	\$33,128
Instructional Asst - (Bilingual Required)	178	203 Days	\$23,223	\$28,680	\$34,136
Instructional Asst - Sped Base(+)	178	226 Days	\$25,854	\$31,929	\$38,004
Office Assistant, Special Populations (Bilingual Required)	197				
Receptionist, Campus (Bilingual Required)	203				
Registrar, High School	203				
Management System Clerk, Special Populations	197				

Pay Grade 4	# Duty Days		Min - Hourly \$15.82	Mid - Hourly \$19.12	Max - Hourly \$22.40
Administrative Assistant, Assistant Principal	217	187 Days	\$23,667	\$28,604	\$33,510
Athletic Business Manager	203	203 Days	\$25,692	\$31,051	\$36,378
Attendance Secretary, High School	187	217 Days	\$27,464	\$33,192	\$38,886
Attendance (PEIMS) Specialist, Middle School	203	226 Days	\$28,603	\$34,569	\$40,499
Bookkeeper (HS)	217				
Mail Courier/Instructional Materials Clerk	226				

Pay Grade 5	# Duty Days		Min - Hourly \$16.09	Mid - Hourly \$20.10	Max - Hourly \$24.12
Administrative Assistant, Academic Dean	226	207 Days	\$26,645	\$33,286	\$39,943
Administrative Assistant, Elementary Principal	217	217 Days	\$27,932	\$34,894	\$41,872
Assistant Director, Child Care	207	226 Days	\$29,091	\$36,341	\$43,609
Lead Registrar/Attendance (PEIMS) Specialist	226				

Pay Grade 6	# Duty Days		Min - Hourly \$19.30	Mid - Hourly \$23.49	Max - Hourly \$27.67
Administrative Assistant, Athletics	226	187 Days	\$28,873	\$35,141	\$41,394
Administrative Assistant, Curriculum & Learning	226	226 Days	\$34,894	\$42,470	\$50,027
Administrative Assistant, High School Principal	226	240 Days	\$37,056	\$45,101	\$53,126
Administrative Assistant, Middle School Principal	226				
Child Nutrition Generalist	226				
Color Guard Choreographer	187				
Facilities Clerk, Bilingual	240				
Facilities Clerk, Operations	240				
Level 1 Technician	226				
Licensed Vocational Nurse	187				

Pay Grade 7	# Duty Days		Min - Hourly \$20.63	Mid - Hourly \$24.99	Max - Hourly \$29.35
Level 2 Technician	226	226 Days	\$37,299	\$45,182	\$53,065
Management Systems Clerk, Special Populations	226				
Payroll & Benefits Specialist	226				

Pay Grade 8	# Duty Days		Min - Hourly \$20.54	Mid - Hourly \$25.67	Max - Hourly \$30.80
Accounting Specialist, Finance	226	226 Days	\$37,136	\$46,411	\$55,686
Accounts Payable Specialist	226				
Exec. Administrative Assistant, Alternative Ed & Communicatio	226				
Exec. Administrative Assistant, Construction	226				
Exec. Administrative Assistant, Human Resources	226				
Exec. Administrative Assistant, Special Populations	226				
Exec. Administrative Assistant, Operational Services	226				

Pay Grade 9	# Duty Days		Min - Hourly \$22.00	Mid - Hourly \$27.14	Max - Hourly \$32.27
Exec. Administrative Assistant, Assistant Superintendent	226	226 Days	\$39,776	\$49,069	\$58,344
Lead Computer Technician	226				
Lead Payroll & Benefits Specialist, Finance	226				

Pay Grade 10	# Duty Days		Min - Hourly \$22.47	Mid - Hourly \$28.18	Max - Hourly \$33.88
Exec. Administrative Assistant, Deputy Superintendent	226	226 Days	\$40,626	\$50,949	\$61,255

Pay Grade 11	# Duty Days		Min - Hourly \$24.10	Mid - Hourly \$29.10	Max - Hourly \$35.00
Sr. Executive Administrative Assistant to Superintendent	226	226 Days	\$43,573	\$52,613	\$63,280

*When an applicant that has exceptional job qualifications or a position cannot otherwise be filled, the Superintendent or designee may approve hiring rates above the defined range which shall be noted on employment paperwork.

Pay Grade 1	# Duty Days		Minimum \$260.00	Midpoint \$310.00	Maximum \$360.00
Accountant	226	203 Days	\$52,780	\$62,930	\$73,080
Campus Supervisor, Child Nutrition	217	217 Days	\$56,420	\$67,270	\$78,120
Coordinator, Child Nutrition	226	226 Days	\$58,760	\$70,060	\$81,360
Coordinator, PEIMS	226	240 Days	\$62,400	\$74,400	\$86,400
Director, Child Care	226				
Electronic Document Management System Analyst	226				
HR Onboarding Manager	226				
Network/Systems Administrator	226				
Operations Supervisor, Child Nutrition	217				
Parent Liaison	203				
Student Information Services Analyst & Support Spec	226				
Supervisor, Custodians	240				
Transition Specialist	217				
Web Specialist	226				

Pay Grade 2	# Duty Days		Minimum \$310.00	Midpoint \$360.00	Maximum \$410.00
Assistant Director, Child Nutrition	226	187 Days	\$57,970	\$67,320	\$76,670
Coordinator, Multimedia Communications	226	192 Days	\$59,520	\$69,120	\$78,720
Coordinator, Health Services	217	197 Days	\$61,070	\$70,920	\$80,770
Coordinator, Network Services	226	203 Days	\$62,930	\$73,080	\$83,230
Coordinator, Payroll	226	207 Days	\$64,170	\$74,520	\$84,870
Coordinator, Purchasing	226	217 Days	\$67,270	\$78,120	\$88,970
Coordinator, Technology Services	226	226 Days	\$70,060	\$81,360	\$92,660
Counselor, Elementary	192				
Counselor, Lead Elementary	203				
Counselor, High School	217				
Counselor, Middle School	217				
Counselor, Transition	217				
Diagnostician	197				
Digital Learning Facilitator	207				
Instructional Coaches	207				
District Dyslexia Facilitator	187				
Lead Behavior Specialist/Analyst	217				
Intervention Counselor, High School	217				
Intervention Counselor, Middle School	217				
Licensed Specialist School Psychology	197				
Literacy Coach, K-2	203				
Occupational Therapist	187				
Physical Therapist	187				
Social Worker	203				
Speech Pathologist	187				

Pay Grade 3	# Duty Days		Minimum \$330.00	Midpoint \$378.79	Maximum \$427.57
Assistant Principal, Elementary	203	203 Days	\$66,990	\$76,894	\$86,797
Coordinator, College Readiness	226	226 Days	\$74,580	\$85,607	\$96,631
Coordinator, Human Resources	226				
Coordinator, Instructional	226				
Coordinator, Special Populations	226				

Pay Grade 4		# Duty Days	Minimum	Midpoint	Maximum
Assistant Director, Athletics	226	217 Days	\$75,950	\$89,901	\$103,852
Assistant Director, Special Populations	226	226 Days	\$79,100	\$93,630	\$108,159
Assistant Principal, High School	217	240 Days	\$84,000	\$99,430	\$114,859
Assistant Principal, Middle School	217				
Associate Principal, High School	226				
Director, Counseling	226				
Director, Data Processing & Information Systems	226				
Director, Food Services	226				
Director, Maintenance	240				
Director, Student Services, Safety and Security	226				
Head Football Coach	226				
Principal, Alternative Education	217				
Title IX Administrator	226				

Pay Grade 5		# Duty Days	Minimum	Midpoint	Maximum
Director, Budget & Finance	226	217 Days	\$79,919	\$97,060	\$114,198
Director, Digital Learning	226	226 Days	\$83,234	\$101,085	\$118,935
Director, Fine Arts	226				
Principal, Elementary	217				
Principal, Middle School	226				

Pay Grade 6		# Duty Days	Minimum	Midpoint	Maximum
CPA & Director, Accounting	226	226 Days	\$93,304	\$111,154	\$129,003
Director, Athletics	226				
Director, Communications	226				
Director, Curriculum & Learning	226				
Director, District Testing & Federal Programs	226				
Director, Human Resources	226				
Director, Professional Learning & Advanced Academi	226				
Director, Technology & Network Services	226				

Pay Grade 7		# Duty Days	Minimum	Midpoint	Maximum
Executive Director, Human Resources	226	226 Days	\$102,712	\$120,564	\$138,414
Executive Director, Operational Services	226				
Executive Director, Special Populations	226				
Principal, High School	226				

Pay Grade 8		# Duty Days	Minimum	Midpoint	Maximum
Assistant Superintendent, Curriculum & Learning	226	226 Days	\$132,599	\$150,450	\$168,300
Assistant Superintendent, Business & Finance Service					

Pay Grade 9		# Duty Days	Minimum	Midpoint	Maximum
Deputy Superintendent	226	226 Days	\$147,899	\$165,751	\$183,600

*When an applicant that has exceptional job qualifications or a position cannot otherwise be filled, the Superintendent or designee may approve hiring rates above the defined range which shall be noted on employment paperwork.

2022-2023 PROPOSED STIPENDS

DISTRICT STIPENDS		2022-2023
Alternative Ed Support		\$1,500
Audio Video Production		\$4,000
BASE and BASE+ Critical Needs - SpEd		\$3,000
Bilingual Certification Required (Title I)		\$5,000
Bilingual Interventionist (Bilingual Cert/Dual Lang. campuses only)		\$5,000
CN SpEd Parent/In-Home Training		\$3,500
Destination Imagination Coordinator		\$500
Diagnostician Signing/Retention		\$3,000
District Behavior Specialist		\$2,000
Early Childhood Transition Specialist		\$3,500
Lead Elementary Art		\$500
Lead Elementary Choir		\$500
Lead Elementary Music		\$500
Lead Elementary PE		\$500
Lead Gifted/Talented		\$500
Lead Librarian		\$1,500
Lead Secondary PE		\$500
Lead - SpEd Diagnostician/LSSP/SLP		\$2,000
Lead World Language 6-12 or K-12		\$750
LSSP/Diag/SpPath Bilingual Proficiency - SpEd		\$4,000
LSSP Signing/Retention		\$3,000
Master's Degree		\$1,500
Mentor Teacher		\$300
SLP Signing/Retention		\$3,000
#STEM Facilitator		\$4,000
Visually Impaired Teacher		\$2,000
Visually Impaired Teacher with Certified Orientation Mobility Specialist certification		\$1,500
TRAVEL		2022-2023
Assigned to specific positions based on job requirements.		\$420 - \$1200
CELL PHONE		2022-2023
CN/Inst. Facilitator/Tech		\$500
Central Admin/ES, MS, HS Principal		\$900
HIGH SCHOOL STIPENDS		2022-2023
Academic Decathlon		\$2,000
Band Assistant Director		\$5,200
Band Head Director		\$13,000

Certification Welder	\$7,500
Cheerleader Varsity Coach	\$5,000
Cheerleader JV Coach	\$3,000
Cheerleader Freshmen Coach	\$3,000
Choir Assistant Director	\$4,000
Choir Director	\$6,500
Class Sponsor	\$1,000
CN (Local Certification) CTE	\$1,000
CN (TEA Certified) CTE	\$2,500
CN LOTE	\$4,000
CN Math	\$4,000
CN MATH GOALS/AIMS	\$2,000
CN Science	\$4,000
CN Science GOALS/AIMS	\$2,000
CTSO Lead Sponsor	\$1,500
CTSO Assistant Sponsor	\$1,000
Department Head	\$1,500
Drill Team Assistant Director	\$3,500
Drill Team Head Director	\$5,500
Hope Squad	\$1,000
HS Theater Arts	\$4,000
HS Theater Arts Tech	\$2,000
Lead High School Counselor	\$2,250
NHS	\$850
Octathalon	\$2,000
Prom	\$500
Spanish NHS	\$850
Student Council	\$1,500
UIL Coach	\$500
UIL Coordinator	\$2,000
Webmaster	\$500
Yearbook	\$2,000
MIDDLE SCHOOL STIPENDS 2022-2023	
Band Assistant Director	\$5,200
Band Head Director	\$9,200
CN LOTE (6th to 8th)	\$4,000
CN Math (6th to 8th)	\$2,000
CN Science (6th to 8th)	\$2,000
Cheerleading Assistant Coach	\$1,000
Cheerleading Head Coach	\$2,000
Choir Director - MS	\$3,500
Compacted Math Extra Duty (6th only)	\$1,000

Department Head	\$950
Hope Squad	\$1,000
National Jr. Honor Society	\$500
Student Council	\$800
Theater Arts Director	\$1,500
UIL Coach	\$250
UIL Coordinator	\$1,500
Webmaster	\$500
Yearbook	\$500
ELEMENTARY SCHOOL STIPENDS 2022-2023	
Webmaster	\$500
Yearbook	\$500
HR USE ONLY 2022-2023	
Stipend Contingency Allotment (as need is determined)	\$5,000
ATHLETIC STIPENDS -HS 2022-2023	
Athletic Coordinator	\$6,000
Athletic Trainer	\$6,000
Baseball Assistant Coach	\$3,750
Baseball Head Coach	\$7,100
Basketball B&G Assistant Coach	\$4,200
Basketball B&G Head Coach	\$8,100
Campus Athletic Director	\$8,000
Cross Country Assistant Coach	\$3,400
Cross Country Head Coach	\$5,000
Facility Coordinator	\$5,000
Football Assistant Coach - Varsity	\$6,100
Football Assistant Head Coach	\$7,900
Football Defensive Coordinator	\$7,700
Football Offensive Coordinator	\$7,700
Golf Assistant Coach	\$4,400
Golf B&G Head Coach	\$6,000
Middle School Athletics Liaison	\$3,000
Offseason Coordinator - HS	\$3,000
Powerlifting B&G Coach	\$4,000
Soccer Assistant Coach	\$4,000
Soccer B&G Head Coach	\$6,800
Softball Assistant Coach	\$3,750
Softball Head Coach	\$7,100
Tennis Assistant Coach	\$4,400
Tennis Head Coach	\$6,800
Track Coordinator 131	\$2,000

Track B&G Assistant Coach	\$3,700
Track B&G Head Coach	\$6,000
Volleyball Assistant Coach	\$4,000
Volleyball Head Coach	\$8,000
Wrestling Assistant Coach	\$3,400
Wrestling Head Coach	\$6,000
ATHLETIC STIPENDS - MS 2022-2023	
Athletic Coordinator	\$1,750
Cross Country Head Coach	\$1,800
Basketball Assistant Coach	\$2,450
Basketball 8th B&G Head Coach	\$3,200
Football Assistant Coach	\$3,200
Football Head Coach	\$3,500
Soccer B&G Assistant Coach	\$1,500
Soccer B&G Head Coach	\$1,800
Tennis Head Coach	\$1,800
Track Assistant Coach	\$1,900
Track 8th B&G Head Coach	\$2,400
Volleyball Assistant Coach	\$2,100
Volleyball Head Coach	\$2,700

Little Elm Independent School District		
SUPPLEMENTAL PAY AMOUNTS (INFREQUENT DUTIES)		
2022-2023		
CURRICULUM AND PROFESSIONAL DEVELOPMENT		
Area of Responsibility	Duties Performed	Rate of Pay
Curriculum and Instruction	Professional Staff - Curriculum Writing	\$25.00 per hour
	Parent Academy/Involvement - Professionals	\$25.00 per hour
	Tutoring - Non-Certified	\$16.00 per hour
	Tutoring - Paraprofessional	\$16.00 per hour
	Tutoring - Certified	\$25.00 per hour
	Tutoring - ESSER Grant Funded	\$25.00 per hour
Campus		
	Band Clinic	\$50.00 per hour
	Band Mentor Teacher	\$25.00 per hour
	Band Semi Driver	\$25.00 per hour
	Evening Academy Professional	\$25.00 per hour
	Evening Academy Paraprofessional	Blended rate
	Translator/Interpreter (non-employee)	\$36.00 per hour
Special Populations	Educational Diagnostician	NTE \$85.00 per hour
	Homebound Teacher	NTE \$35 per hour
	LSSP	NTE \$85.00 per hour
	Speech Language Pathologist	NTE \$70.00 per hour
ATHLETICS		
All sports game workers	Professional	\$25.00 per hour
	Paraprofessional	\$15.00 per hour
	Subs (Non-Employee)	\$15.00 per hour
	Student Worker (Special Events Only)	\$10.00 per hour
CHILD CARE		
Substitutes	Hourly Substitute	\$14.02 per hour
CHILD NUTRITION		
Substitutes	Hourly Substitute	\$11.48 per hour
SAFETY		
Campus AM/PM	Crossing Guard	\$15.00 per hour
TEMPORARY REPLACEMENTS		
Campus Professional	Elementary Counselor	Mid point of AP2 (192)
	Middle School Counselor	Mid point of AP2 (217)
	High School Counselor	Mid point of AP2 (217)
	Elementary School Principal - retiree (AP5)	Mid point of AP5 (217)
	Elementary School Asst Principal - retiree (AP3)	Mid point of AP3 (203)
	Middle School Principal - retiree (AP5)	Mid point of AP5 (226)
	Middle School Asst Principal - retiree (AP4)	Mid point of AP4 (217)
	High School Principal - retiree (AP7)	Mid point of AP7 (226)
	High School Asst Principal - retiree (AP4)	Mid point of AP4 (226)
Unforeseen Circumstances (Approved by Superintendent)	TBD	

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☐	Action Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Other ☐
Subject:	Board Policy Update - CPC(LOCAL)				
Presenter or Contact Person:	Renee Pentecost, Director for Human Resource Services				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	The LEISD Business Services Department has recommended the addition of Superintendent's designee to be added as a records management officer.				
Financial Implications:	N/A				
Attachments:	CPC (LOCAL) current, CPC (LOCAL) proposed				
Recommendation:	The Administration recommends approval of updated CPC (LOCAL).				
Motion:	I move the Board approve updated CPC (LOCAL).				

OFFICE MANAGEMENT
RECORDS MANAGEMENT

CPC
(LOCAL)

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records Administrator, as prescribed by Local Government Code 176.001 and 176.007 [See BBFA and CHE]
- Officer for Public Information, as prescribed by Government Code 552.201–.205 [See GBAA]
- Public Information Coordinator, as prescribed by Government Code 552.012 [See BBD]

**Local Government
Records Act**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The Superintendent **or Superintendent's designee** shall serve as and perform the duties of the District's records management officer as prescribed by Local Government Code 203.023, and shall administer the District's records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Records Control
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

**Records Destruction
Practices**

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

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RECORDS MANAGEMENT

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(LOCAL)

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Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☐	Action Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Other ☐
Subject:	2022-2023 Student Code of Conduct				
Presenter or Contact Person:	Clint Miller, Director for Safety and Student Services				
Policy/Code:	FO(LEGAL)				
Strategic Plan Goal:	NA				
Summary:	The Board shall adopt a Student Code of Conduct for a district.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	2022-2023 Student Code of Conduct				
Recommendation:	The Administration recommends that the Board approve the 2022-2023 Student Code of Conduct as submitted.				
Motion:	I move the Board approve 2022-2023 Little Elm ISD Student Code of Conduct as submitted.				



LITTLE ELM
Independent School District
Engage Equip Empower

2022-2023

Student Code of Conduct

Acknowledgment of Electronic Distribution of Student Code of Conduct

My child and I have been offered the option to receive a paper copy of or to electronically access at www.littleelmisd.net the *Little Elm Independent School District* Student Code of Conduct for the 2022–2023 school year.

I accept responsibility for accessing the Student Code of Conduct by visiting the web address listed above.

I understand that if I wish to receive a paper copy of the Student Code of Conduct, I must request a copy from the school's administrative assistant.

I understand that the Student Code of Conduct contains information that my child and I may need during the school year. I also understand that all students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Student Code of Conduct. If I have any questions regarding this Code of Conduct, I will direct those questions to the principal.

Student's name (*print*): _____

Student's signature: _____

Parent's name (*print*): _____

Parent's signature: _____

Date: _____

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Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact Little Elm ISD, Student Services Department (972) 947-9340.

Purpose

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems.

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

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

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

Because the Student Code of Conduct is adopted by the district’s board of trustees, it has the force of policy; therefore, in case of conflict between the Code and the Student Handbook, the Code shall prevail.

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at www.littleelmisd.net and at [Campus Behavior Coordinators by Campus](#).

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Security Personnel

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

“Parent” Defined

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

Participating in Graduation Activities

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

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

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered as an eligible student to give the opening or closing remarks, a student shall not have engaged in any misconduct in violation of the district’s Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct in violation of the district’s Code resulting in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

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

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

See **DAEP—Restrictions During Placement** on page 27 , for information regarding a student assigned to DAEP at the time of graduation

Standards for Student Conduct

Each student is expected to:

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

Student Right to Free Speech and Expression

Freedom of expression is a foundational freedom in America. The U.S. Supreme Court in *Tinker v. Des Moines* ruled that students do not “shed their constitutional rights to freedom of speech or expression at the schoolhouse gate.” However, the Supreme Court has ruled in multiple subsequent cases that student speech may be regulated as to time, place, and manner by a school district. Students may exercise their First Amendment right of expression, as long as that expression does not substantially disrupt the educational process, including but not limited to, using hateful, inappropriate, or offensive language or fighting words.

Further, student off-campus online conduct can result in disciplinary consequences if it:

- causes a substantial disruption at school;
- is serious or severe bullying or harassment of individuals;
- involves threats aimed at school officials, employees, or students;; or;
- breaches school security devices.

Additionally, a student’s free expression is subject to the standards reflected in the school’s dress code and Student Code of Conduct. Students that violate the dress code or Student Code of Conduct will be disciplined according to the Student Code of Conduct.

Student Right to Protest

Freedom of protest is a foundational freedom in America, but students may be subject to discipline for protest inside a school or on school property during school hours if it disrupts the learning environment or school operations, or creates unrest. Any student who participates in a protest of this kind in a school or on school grounds, is subject to discipline according to the Student Code of Conduct. Students may seek approval from the Superintendent if they desire to protest on school grounds outside of the school day and/or in a peaceful manner which does not disrupt the learning environment or school operations or create unrest.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 21, **DAEP Placement** on page 23, **Placement and/or Expulsion for Certain Offenses** on page 30, and **Expulsion** on page 33, certain offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed in that section on page 19.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel (insubordination).
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline management techniques assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 30.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 30.)
- Deface or damage school property—including textbooks, technology and electronic resources, lockers, furniture, and other equipment—with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 30.)

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- Knuckles;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 30. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cellular telephone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 23 and **Expulsion** on page 33 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment of the physical or mental faculties. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

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

cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Cheat or copy the work of another.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

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

Discipline Management Techniques

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

Because of these factors, discipline for a particular offense, including misconduct in a vehicle owned or operated by the district, unless otherwise specified by law, may bring into consideration varying techniques and responses.

Students with Disabilities

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

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

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

Techniques

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

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.

- Family group conferencing.
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office or other assigned area, or to in-school suspension.
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in individual student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 21.
- Placement in a DAEP, as specified in **DAEP** on page 23.
- Placement and/or expulsion in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 30.
- Expulsion, as specified in **Expulsion** on page 33.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

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

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.

- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student by the use of physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The campus behavior coordinator shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The campus behavior coordinator shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code. A good faith effort shall be made on the day the action was taken to provide to the student for delivery to the student's parent written notification of the disciplinary action. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the campus behavior coordinator shall send written notification by U.S. Mail. If the campus behavior coordinator is not able to provide notice to the parent, the principal or designee shall provide the notice.

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

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through Policy on Line at the following address: www.littleelmisd.net.

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

Removal from the School Bus

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

Since the district's primary responsibility in transporting students in district vehicles is to do so as safely as possible, the operator of the vehicle must focus on driving and not have his or her attention distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the campus behavior coordinator may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

A teacher may also initiate a formal removal from class if:

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

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

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

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

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

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

Returning a Student to the Classroom

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

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

Out-of-School Suspension

Misconduct

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

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

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

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

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

Process

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

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

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

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

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

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

Coursework During Suspension

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

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

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

OR

A student may be placed in a DAEP for the following conduct violations:

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Criminal mischief, not punishable as a felony.
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

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

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in **Expulsion** on page .) (See **glossary** for "under the influence.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in **Expulsion** on page 33.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 33.)

- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 - The student receives deferred prosecution (see **glossary**),
 - A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 - The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

If a student has been convicted of continuous sexual abuse of a young child or children or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus, and if the victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus, the offending student shall be transferred to another campus in the district. If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

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

Conference

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

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student, orally or in writing, of the reasons for the removal and shall give the student an explanation of the basis for the removal and an opportunity to respond to the reasons for the removal.

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

Consideration of Mitigating Factors

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

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

Placement Order

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

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

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

Coursework Notice

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

Length of Placement

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

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

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

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

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

Exceeds One Year

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

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

Exceeds School Year

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

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

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

Exceeds 60 Days

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

Appeals

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

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through Policy On Line at the following address: www.littleelmsd.net.

Appeals shall be made to LEISD Director for Student Services, Clint Miller
cmiller@littleelmsd.net

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

Restrictions During Placement

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

The district shall provide transportation to students in a DAEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

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

Additional Misconduct

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

Notice of Criminal Proceedings

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

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

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

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

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

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

Withdrawal During Process

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

Newly Enrolled Students

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

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

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

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

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

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

Newly Enrolled Student

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

Appeal

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

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to

aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

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

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

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

Hearing and Required Findings

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

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

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

Length of Placement

The student is subject to the placement until:

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

Placement Review

A student placed in a DAEP or JJAEP under these circumstances is entitled to a review of his or her status, including academic status, by the campus behavior coordinator or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the

student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

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

Expulsion

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

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 23)

Any Location

A student **may** be expelled for:

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

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

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

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

Within 300 Feet of School

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

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

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

While in DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

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

Under the Penal Code

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

- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

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

Process

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

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

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

Hearing

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

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

4. After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

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

Board Review of Expulsion

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

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

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

Expulsion Order

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

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

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

Not later than the second business day after the hearing, the Student Services Department shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

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

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

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

Additional Misconduct

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

Restrictions During Expulsion

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

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

Newly Enrolled Students

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

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

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

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

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

Emergency Expulsion Procedures

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

DAEP Placement of Expelled Students

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

Transition Services

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

Glossary

Abuse is improper or excessive use.

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

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

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as:

1. A crime that involves starting a fire or causing an explosion with intent to destroy or damage:
 - Any vegetation, fence, or structure on open-space land; or
 - Any building, habitation, or vehicle:
 1. Knowing that it is within the limits of an incorporated city or town,
 2. Knowing that it is insured against damage or destruction,
 3. Knowing that it is subject to a mortgage or other security interest,
 4. Knowing that it is located on property belonging to another,
 5. Knowing that it has located within it property belonging to another, or
 6. When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. A crime that involves recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance and the fire or explosion damages any building, habitation, or vehicle; or
3. A crime that involves intentionally starting a fire or causing an explosion and in so doing:
 - Recklessly damages or destroys a building belonging to another, or
 - Recklessly causes another person to suffer bodily injury or death.

Assault is defined in part by Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

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

school district property or information; or commits a breach of any other computer, computer network, or computer system.

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

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

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

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

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

Club is defined by Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

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

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

Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular

or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

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

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

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

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

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

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

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

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

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

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

- Cause action by an official or volunteer agency organized to deal with emergencies;
- Place a person in fear of imminent serious bodily injury; or

- Prevent or interrupt the occupation of a building, room, or place of assembly.

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

- Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
- The frame or receiver of any such weapon;
- Any firearm muffler or firearm weapon; or
- Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Firearm silencer is defined by Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

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

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

Harassment includes:

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

Hazing is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or

maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

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

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

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

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

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person’s intimate parts exposed or engaged in sexual conduct. “Visual material” means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

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

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

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

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

Mandatory means that something is obligatory or required because of an authority.

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

Possession means to have an item on one's person or in one's personal property, including, but not limited to, clothing, purse, or backpack; a private vehicle used for transportation to or from school or school-related activities, including, but not limited, to an automobile, truck, motorcycle, or bicycle; telecommunications or electronic devices; or any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

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

- f) An explosive weapon;
- g) A machine gun;
- h) A short-barrel firearm;
- 2. Armor-piercing ammunition;
- 3. A chemical dispensing device;
- 4. A zip gun;
- 5. A tire deflation device;
- 6. An improvised explosive device; or
- 7. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

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

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

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

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

Serious misbehavior means:

- 8. Deliberate violent behavior that poses a direct threat to the health or safety of others;
- 9. Extortion, meaning the gaining of money or other property by force or threat;
- 10. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or

11. Conduct that constitutes the offense of:

- i) Public lewdness under Penal Code 21.07;
- j) Indecent exposure under Penal Code 21.08;
- k) Criminal mischief under Penal Code 28.03;
- l) Hazing under Education Code 37.152; or
- m) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

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

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

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

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

- 12. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- 13. Place any person in fear of imminent serious bodily injury;
- 14. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- 15. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- 16. Place the public or a substantial group of the public in fear of serious bodily injury; or
- 17. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

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

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

- Murder, manslaughter, or homicide under Sections 19.02, – .05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;

- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

[See FOC(EXHIBIT).]

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

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

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

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Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	FINANCIAL REPORTS - APRIL 2022				
Presenter or Contact Person:	Jesse Wyse, Director of Budget and Finance				
Policy/Code:	Board Legal Status Powers and Duties - BAA (LOCAL) Annual Operating Budget - CE (LOCAL)				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability				
Summary:	Monthly financial reports prepared by Business Services Department				
Financial Implications:	Increase in General Fund revenues and increase in appropriate expenditure budgets				
Attachments:	Financial Reports Statement of Unaudited Revenue and Expenditures Financial Statements for Special Revenue Funds Cash Flow Statements Bank and Investment Reconciliations Reports for Current Investments by Fund Property Tax Collection Reports Capital Project Reports				

Recommendation: | The Administration recommends approval of the April 2022 Financial Reports as presented.

Motion: | I move that the Board approve the April 2022 Financial Reports as presented.



Financial Reports June 6, 2022

Each month, financial reports are prepared detailing the status of the District's budget as of the most recent accounting period. To increase financial transparency, the following reports are included.

- Statements of Unaudited Revenues and Expenditures for the General Fund, Debt Service Fund and Child Nutrition Fund
 - Expenditures Summarized by Function
 - Expenditures Summarized by Function and Object
- Financial Statements for the Special Revenue Funds 2XX, 3XX and 4XX and Fund 720 Child Care
- Cash Flow Statements
- Bank and Investment Reconciliations
- Reports for Current Investments by Fund
- Property Tax Collection Reports
- Capital Project Reports

All reports are as of April 30, 2022 except for the capital project reports which are as of May 31, 2022.

The financial statements for the Special Revenue Funds 2XX, 3XX and 4XX and Child Care Fund 720 are to provide specific information about funds received through federal, state and local sources that are accounted for outside the General Operating Fund.

Statement of Unaudited Revenues and Expenditures
LITTLE ELM I.S.D
Budget vs. Actual As of April
GENERAL OPERATING FUND 1XX 2021-2022

Obj / Func	Description	Annual Budget	YTD Actual	YTD Encumbrance	Variance	Percent To Total
REVENUES:						
5700	REVENUE-LOCAL AND INTERMEDIATE	60,691,502.00	-58,832,957.85	.00	1,858,544.15	76.72%
5800	STATE PROGRAM REVENUES	21,557,183.00	-15,949,159.99	.00	5,608,023.01	20.80%
5900	FEDERAL PROGRAM REVENUES	1,750,000.00	-1,900,748.74	.00	-150,748.74	2.48%
5000	Total Revenues	83,998,685.00	-76,682,866.58	.00	7,315,818.42	100.00%
EXPENDITURES:						
11	INSTRUCTION	-46,306,490.00	34,483,280.18	893,416.55	-10,929,793.27	59.18%
12	INSTRUCTIONAL RESOURCES/MEDIA	-980,939.00	809,147.70	25,607.65	-146,183.65	1.39%
13	CURRICULUM & STAFF DEVELOPMENT	-3,128,010.00	1,799,341.37	56,500.07	-1,272,168.56	3.09%
21	INSTRUCTIONAL LEADERSHIP	-1,580,978.00	1,005,011.05	31,063.59	-544,903.36	1.72%
23	SCHOOL LEADERSHIP	-5,051,424.00	3,164,677.46	43,267.46	-1,843,479.08	5.43%
31	GUIDANCE AND COUNSELING SVS	-2,660,419.00	1,643,892.49	38,828.87	-977,697.64	2.82%
32	SOCIAL WORK SERVICES	-37,300.00	32,000.00	.00	-5,300.00	.05%
33	HEALTH SERVICES	-705,727.00	510,361.06	2,778.86	-192,587.08	.88%
34	STUDENT TRANSPORTATION	-2,987,225.00	2,274,414.23	108,870.97	-603,939.80	3.90%
35	FOOD SERVICES	-121,351.00	93,177.42	.00	-28,173.58	.16%
36	CO-CURRICULAR ACTIVITIES	-3,087,453.00	1,618,061.62	214,713.57	-1,254,677.81	2.78%
41	GENERAL ADMINISTRATION	-3,529,266.00	2,319,620.76	94,041.96	-1,115,603.28	3.98%
51	PLANT MAINTENANCE & OPERATION	-9,716,754.00	5,773,842.47	1,205,020.18	-2,737,891.35	9.91%
52	SECURITY & MONITORING SERVICES	-1,148,781.00	758,042.17	108,872.63	-281,866.20	1.30%
53	DATA PROCESSING SERVICES	-1,743,072.00	1,168,016.66	86,814.23	-488,241.11	2.00%
61	COMMUNITY SERVICES	-45,296.00	22,689.96	.00	-22,606.04	.04%
81	FACILITIES ACQ & CONSTRUCTION	-22,007.00	10,941.73	.00	-11,065.27	.02%
91	CONTRACTED INST BETWEEN SCHOOL	-626,193.00	533,214.00	.00	-92,979.00	.92%
95	PAYMENTS TO JUV JUSTICE ALTERN	-5,000.00	.00	.00	-5,000.00	.00%
99	INTERGOVERNMENTAL CHARGES	-515,000.00	246,911.29	.00	-268,088.71	.42%
6000	Total Expenditures	-83,998,685.00	58,266,643.62	2,909,796.59	-22,822,244.79	99.99%
OPERATING TRANSFERS:						
7919	INSURANCE PROCEEDS	241,742.00	-187,035.39	.00	54,706.61	
7000	Total Other Resources/Non-Operating Rev	241,742.00	-187,035.39	.00	54,706.61	
8913	EXTRAORDINARY ITEMS	-241,742.00	51,385.05	25,426.75	-164,930.20	
8000	Total Other Uses/Non-Operating Exp	-241,742.00	51,385.05	25,426.75	-164,930.20	
Total Operating Transfers		.00	-135,650.34			
3000 Fund Balance - September (Unaudited)		33,953,475.74	-33,953,475.74			
3000 Year to Date Fund Balance (Unaudited)		33,953,475.74	-52,505,349.04			

End of Report

Statement of Unaudited Revenues and Expenditures
 LITTLE ELM I.S.D
 Budget vs. Actual As of April
 DEBT SERVICE FUND 511 2021-2022

Obj / Func	Description	Annual Budget	YTD Actual	YTD Encumbrance	Variance	Percent To Total
REVENUES:						
5700	REVENUE-LOCAL AND INTERMEDIATE	28,075,275.00	-28,473,572.11	.00	-398,297.11	99.18%
5800	STATE PROGRAM REVENUES	250,000.00	-236,465.00	.00	13,535.00	.82%
5000	Total Revenues	28,325,275.00	-28,710,037.11	.00	-384,762.11	100.00%
EXPENDITURES:						
71	DEBT SERVICE	-28,325,275.00	9,621,123.94	.00	-18,704,151.06	100.00%
6000	Total Expenditures	-28,325,275.00	9,621,123.94	.00	-18,704,151.06	100.00%
	Total Operating Transfers	.00	.00			
3000	Fund Balance - September (Unaudited)	7,170,399.52	-7,170,399.52			
3000	Year to Date Fund Balance (Unaudited)	7,170,399.52	-26,259,312.69			

End of Report

Statement of Unaudited Revenues and Expenditures
 LITTLE ELM I.S.D
 Budget vs. Actual As of April
 CHILD NUTRITION FUND 240 2021-2022

Obj / Func	Description	Annual Budget	YTD Actual	YTD Encumbrance	Variance	Percent To Total
REVENUES:						
5700	REVENUE-LOCAL AND INTERMEDIATE	499,398.00	-605,373.87	.00	-105,975.87	12.84%
5800	STATE PROGRAM REVENUES	16,300.00	-10,263.91	.00	6,036.09	.22%
5900	FEDERAL PROGRAM REVENUES	4,700,668.00	-4,098,304.69	.00	602,363.31	86.94%
5000	Total Revenues	5,216,366.00	-4,713,942.47	.00	502,423.53	100.00%
EXPENDITURES:						
35	FOOD SERVICES	-5,516,330.00	3,441,670.99	500,469.41	-1,574,189.60	100.00%
6000	Total Expenditures	-5,516,330.00	3,441,670.99	500,469.41	-1,574,189.60	100.00%
	Total Operating Transfers	.00	.00			
3000	Fund Balance - September (Unaudited)	1,315,071.73	-1,315,071.73			
3000	Year to Date Fund Balance (Unaudited)	1,015,107.73	-2,587,343.21			

End of Report

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Cnty Dist: 061-914

Combined Funds Board Report
Fund Description
LITTLE ELM I.S.D
As of April

Program: FIN3051

Page: 1 of 1

File ID: C

General Operating Funds

163 PAYROLL CLEARING
164 ACCOUNTS PAYABLE CLEARING
183 ATHLETICS
192 PY DEFERRED STATE FUNDING
193 PAYROLL
194 GEN OPER JANITORIAL
195 TECHNOLOGY INFRASTRUCTURE
196 MAINTENANCE FURN & EQUIP
197 MAINTENANCE RENOVATIONS
199 GENERAL FUND

Special Revenue Funds

240 NATL BREAKFAST/LUNCH PROGRAM

Interest & Sinking Funds

511 DEBT SERVICE FUND

Combined Funds Board Report
 Comparison of Revenue to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Estimated Revenue</u>	<u>Realized Revenue</u>	<u>Realized Revenue To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
General Operating Funds					
5700 - REVENUE-LOCAL AND INTERMEDIATE					
5710 - LOCAL REAL/PERS PROPERTY TAXES	59,494,086.00	-244,533.65	-58,185,278.21	1,308,807.79	97.80%
5730 - TUITION AND FEES	15,753.00	-1,895.85	-25,165.14	-9,412.14	159.75%
5740 - OTHER REVENUES LOCAL SOURCES	1,031,663.00	-35,551.12	-459,878.28	571,784.72	44.58%
5750 - REVENUES-COCURRIC/ENTERPRISING	150,000.00	-4,176.00	-162,636.22	-12,636.22	108.42%
Total 5700 - REVENUE-LOCAL AND INTERMEDIATE	60,691,502.00	-286,156.62	-58,832,957.85	1,858,544.15	96.94%
5800 - STATE PROGRAM REVENUES					
5810 - PER CAPITA/FOUNDATION REVENUES	17,242,873.00	-109,563.00	-13,520,862.00	3,722,011.00	78.41%
5830 - REV/STATE AGENCIES (NOT TEA)	4,314,310.00	-302,089.94	-2,428,297.99	1,886,012.01	56.28%
Total 5800 - STATE PROGRAM REVENUES	21,557,183.00	-411,652.94	-15,949,159.99	5,608,023.01	73.99%
5900 - FEDERAL PROGRAM REVENUES					
5920 - FED REV DISTRIBUTED BY TEA	800,000.00	.00	-463,902.95	336,097.05	57.99%
5930 - FED REV DIST BY STATE(NOT TEA)	950,000.00	-1,200,149.47	-1,436,845.79	-486,845.79	151.25%
Total 5900 - FEDERAL PROGRAM REVENUES	1,750,000.00	-1,200,149.47	-1,900,748.74	-150,748.74	108.61%
5000 Total REVENUES	83,998,685.00	-1,897,959.03	-76,682,866.58	7,315,818.42	91.29%

Combined Funds Board Report
Comparison of Revenue to Budget
LITTLE ELM I.S.D
As of April

	<u>Estimated Revenue</u>	<u>Realized Revenue</u>	<u>Realized Revenue To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
General Operating Funds					
7900 - OTHER USES					
7910 - OTHER RESOURCES	241,742.00	.00	-187,035.39	54,706.61	77.37%
Total 7900 - OTHER RESOURCE ACCOUNTS	241,742.00	.00	-187,035.39	54,706.61	77.37%
7000 Total OTHER RESOURCES ACCOUNTS	241,742.00	.00	-187,035.39	54,706.61	77.37%

Combined Funds Board Report
Comparison of Expenditures and Encumbrances to Budget
LITTLE ELM I.S.D
As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
11 - INSTRUCTION						
6100 - PAYROLL COSTS	-41,447,460.00	.00	3,942,173.78	31,507,566.49	-9,939,893.51	76.02%
6200 - PROFESSIONAL & CONTRACTED SVS	-1,992,916.00	58,303.81	218,036.39	1,466,186.38	-468,425.81	73.57%
6300 - SUPPLIES AND MATERIALS	-2,556,783.00	783,456.23	272,146.12	1,337,110.75	-436,216.02	52.30%
6400 - OTHER OPERATING COSTS	-295,422.00	46,506.51	7,322.25	164,955.66	-83,959.83	55.84%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-13,909.00	5,150.00	7,480.00	7,480.00	-1,279.00	53.78%
Total Function 11 INSTRUCTION	-46,306,490.00	893,416.55	4,447,158.54	34,483,299.28	-10,929,774.17	74.47%
12 - INSTRUCTIONAL RESOURCES/MEDIA						
6100 - PAYROLL COSTS	-835,171.00	.00	88,296.79	728,689.58	-106,481.42	87.25%
6200 - PROFESSIONAL & CONTRACTED SVS	-24,175.00	.00	1,059.89	17,516.23	-6,658.77	72.46%
6300 - SUPPLIES AND MATERIALS	-114,338.00	25,607.65	3,941.80	61,014.50	-27,715.85	53.36%
6400 - OTHER OPERATING COSTS	-7,255.00	.00	150.00	1,927.39	-5,327.61	26.57%
Total Function 12 INSTRUCTIONAL	-980,939.00	25,607.65	93,448.48	809,147.70	-146,183.65	82.49%
13 - CURRICULUM & STAFF DEVELOPMENT						
6100 - PAYROLL COSTS	-2,431,423.00	.00	167,885.06	1,349,950.33	-1,081,472.67	55.52%
6200 - PROFESSIONAL & CONTRACTED SVS	-308,766.00	27,538.43	2,600.93	252,675.29	-28,552.28	81.83%
6300 - SUPPLIES AND MATERIALS	-143,747.00	8,281.89	1,254.96	79,636.09	-55,829.02	55.40%
6400 - OTHER OPERATING COSTS	-244,074.00	20,679.75	9,665.26	117,079.66	-106,314.59	47.97%
Total Function 13 CURRICULUM & STAFF	-3,128,010.00	56,500.07	181,406.21	1,799,341.37	-1,272,168.56	57.52%
21 - INSTRUCTIONAL LEADERSHIP						
6100 - PAYROLL COSTS	-1,335,101.00	.00	103,144.53	893,419.91	-441,681.09	66.92%
6200 - PROFESSIONAL & CONTRACTED SVS	-46,635.00	3,259.45	163.79	15,096.65	-28,278.90	32.37%
6300 - SUPPLIES AND MATERIALS	-104,295.00	18,640.68	9,091.73	48,204.32	-37,450.00	46.22%
6400 - OTHER OPERATING COSTS	-94,947.00	9,163.46	4,586.52	48,290.17	-37,493.37	50.86%
Total Function 21 INSTRUCTIONAL LEADERSHIP	-1,580,978.00	31,063.59	116,986.57	1,005,011.05	-544,903.36	63.57%
23 - SCHOOL LEADERSHIP						
6100 - PAYROLL COSTS	-4,809,545.00	.00	372,190.57	3,034,355.77	-1,775,189.23	63.09%
6200 - PROFESSIONAL & CONTRACTED SVS	-53,003.00	1,719.33	1,361.96	18,521.26	-32,762.41	34.94%
6300 - SUPPLIES AND MATERIALS	-106,579.00	20,981.16	10,538.79	65,097.23	-20,500.61	61.08%
6400 - OTHER OPERATING COSTS	-82,297.00	20,566.97	7,692.45	46,703.20	-15,026.83	56.75%
Total Function 23 SCHOOL LEADERSHIP	-5,051,424.00	43,267.46	391,783.77	3,164,677.46	-1,843,479.08	62.65%
31 - GUIDANCE AND COUNSELING SVS						
6100 - PAYROLL COSTS	-2,265,198.00	.00	192,508.27	1,415,333.91	-849,864.09	62.48%

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
6200 - PROFESSIONAL & CONTRACTED SVS	-317,155.00	31,205.00	18,432.50	202,198.96	-83,751.04	63.75%
6300 - SUPPLIES AND MATERIALS	-50,497.00	3,506.95	1,861.95	16,692.63	-30,297.42	33.06%
6400 - OTHER OPERATING COSTS	-27,569.00	4,116.92	1,098.39	9,666.99	-13,785.09	35.06%
Total Function 31 GUIDANCE AND COUNSELING SVS	-2,660,419.00	38,828.87	213,901.11	1,643,892.49	-977,697.64	61.79%
32 - SOCIAL WORK SERVICES						
6100 - PAYROLL COSTS	-5,000.00	.00	.00	.00	-5,000.00	-.00%
6200 - PROFESSIONAL & CONTRACTED SVS	-32,000.00	.00	.00	32,000.00	.00	100.00%
6400 - OTHER OPERATING COSTS	-300.00	.00	.00	.00	-300.00	-.00%
Total Function 32 SOCIAL WORK SERVICES	-37,300.00	.00	.00	32,000.00	-5,300.00	85.79%
33 - HEALTH SERVICES						
6100 - PAYROLL COSTS	-661,933.00	.00	63,052.72	488,320.41	-173,612.59	73.77%
6200 - PROFESSIONAL & CONTRACTED SVS	-16,200.00	.00	1,395.93	13,351.47	-2,848.53	82.42%
6300 - SUPPLIES AND MATERIALS	-24,894.00	2,093.05	906.37	7,428.38	-15,372.57	29.84%
6400 - OTHER OPERATING COSTS	-2,700.00	685.81	50.00	1,260.80	-753.39	46.70%
Total Function 33 HEALTH SERVICES	-705,727.00	2,778.86	65,405.02	510,361.06	-192,587.08	72.32%
34 - STUDENT TRANSPORTATION						
6200 - PROFESSIONAL & CONTRACTED SVS	-2,629,100.00	461.01	303,727.52	2,046,623.18	-582,015.81	77.85%
6300 - SUPPLIES AND MATERIALS	-357,275.00	108,315.84	41,841.52	227,785.17	-21,173.99	63.76%
6400 - OTHER OPERATING COSTS	-850.00	94.12	.00	5.88	-750.00	.69%
Total Function 34 STUDENT TRANSPORTATION	-2,987,225.00	108,870.97	345,569.04	2,274,414.23	-603,939.80	76.14%
35 - FOOD SERVICES						
6100 - PAYROLL COSTS	-101,207.00	.00	11,061.02	93,177.42	-8,029.58	92.07%
6300 - SUPPLIES AND MATERIALS	-20,144.00	.00	.00	.00	-20,144.00	-.00%
Total Function 35 FOOD SERVICES	-121,351.00	.00	11,061.02	93,177.42	-28,173.58	76.78%
36 - CO-CURRICULAR ACTIVITIES						
6100 - PAYROLL COSTS	-2,058,215.00	.00	126,906.81	1,036,326.89	-1,021,888.11	50.35%
6200 - PROFESSIONAL & CONTRACTED SVS	-206,635.00	4,617.03	13,500.38	114,195.92	-87,822.05	55.26%
6300 - SUPPLIES AND MATERIALS	-384,213.00	133,196.33	30,284.12	202,673.78	-48,342.89	52.75%
6400 - OTHER OPERATING COSTS	-413,170.00	62,575.21	44,971.60	253,970.03	-96,624.76	61.47%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-25,220.00	14,325.00	.00	10,895.00	.00	43.20%
Total Function 36 CO-CURRICULAR ACTIVITIES	-3,087,453.00	214,713.57	215,662.91	1,618,061.62	-1,254,677.81	52.41%
41 - GENERAL ADMINISTRATION						
6100 - PAYROLL COSTS	-2,541,389.00	.00	206,998.25	1,630,137.44	-911,251.56	64.14%

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
6200 - PROFESSIONAL & CONTRACTED SVS	-619,053.00	20,588.13	99,809.67	484,720.92	-113,743.95	78.30%
6300 - SUPPLIES AND MATERIALS	-98,951.00	20,711.63	8,820.89	60,082.92	-18,156.45	60.72%
6400 - OTHER OPERATING COSTS	-269,873.00	52,742.20	13,460.88	144,679.48	-72,451.32	53.61%
Total Function 41 GENERAL ADMINISTRATION	-3,529,266.00	94,041.96	329,089.69	2,319,620.76	-1,115,603.28	65.73%
51 - PLANT MAINTENANCE & OPERATION						
6100 - PAYROLL COSTS	-4,136,183.00	.00	303,139.30	2,484,674.20	-1,651,508.80	60.07%
6200 - PROFESSIONAL & CONTRACTED SVS	-4,001,645.00	1,049,468.55	257,919.36	2,073,238.53	-878,937.92	51.81%
6300 - SUPPLIES AND MATERIALS	-702,430.00	131,505.59	44,700.68	405,977.98	-164,946.43	57.80%
6400 - OTHER OPERATING COSTS	-857,496.00	15,675.05	1,218.32	800,574.06	-41,246.89	93.36%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-19,000.00	8,370.99	9,377.70	9,377.70	-1,251.31	49.36%
Total Function 51 PLANT MAINTENANCE &	-9,716,754.00	1,205,020.18	616,355.36	5,773,842.47	-2,737,891.35	59.42%
52 - SECURITY & MONITORING SERVICES						
6100 - PAYROLL COSTS	-151,674.00	.00	7,830.27	58,161.97	-93,512.03	38.35%
6200 - PROFESSIONAL & CONTRACTED SVS	-913,981.00	73,815.00	15,958.93	687,767.62	-152,398.38	75.25%
6300 - SUPPLIES AND MATERIALS	-68,176.00	34,457.63	49.06	8,051.68	-25,666.69	11.81%
6400 - OTHER OPERATING COSTS	-14,950.00	600.00	209.10	4,060.90	-10,289.10	27.16%
Total Function 52 SECURITY & MONITORING	-1,148,781.00	108,872.63	24,047.36	758,042.17	-281,866.20	65.99%
53 - DATA PROCESSING SERVICES						
6100 - PAYROLL COSTS	-1,198,376.00	.00	99,509.31	768,072.00	-430,304.00	64.09%
6200 - PROFESSIONAL & CONTRACTED SVS	-174,494.00	14,017.05	.00	142,397.00	-18,079.95	81.61%
6300 - SUPPLIES AND MATERIALS	-349,407.00	69,917.69	8,594.96	248,086.47	-31,402.84	71.00%
6400 - OTHER OPERATING COSTS	-20,795.00	2,879.49	1,262.00	9,461.19	-8,454.32	45.50%
Total Function 53 DATA PROCESSING SERVICES	-1,743,072.00	86,814.23	109,366.27	1,168,016.66	-488,241.11	67.01%
61 - COMMUNITY SERVICES						
6100 - PAYROLL COSTS	-42,420.00	.00	2,841.02	22,689.96	-19,730.04	53.49%
6300 - SUPPLIES AND MATERIALS	-2,599.00	.00	.00	.00	-2,599.00	-.00%
6400 - OTHER OPERATING COSTS	-277.00	.00	.00	.00	-277.00	-.00%
Total Function 61 COMMUNITY SERVICES	-45,296.00	.00	2,841.02	22,689.96	-22,606.04	50.09%
81 - FACILITIES ACQ & CONSTRUCTION						
6100 - PAYROLL COSTS	-17,419.00	.00	1,367.72	10,941.73	-6,477.27	62.81%
6300 - SUPPLIES AND MATERIALS	-4,588.00	.00	.00	.00	-4,588.00	-.00%
Total Function 81 FACILITIES ACQ & CONSTRUCTION	-22,007.00	.00	1,367.72	10,941.73	-11,065.27	49.72%
91 - CONTRACTED INST BETWEEN SCHOOL						

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
6200 - PROFESSIONAL & CONTRACTED SVS	-626,193.00	.00	.00	533,214.00	-92,979.00	85.15%
Total Function 91 CONTRACTED INST BETWEEN	-626,193.00	.00	.00	533,214.00	-92,979.00	85.15%
95 - PAYMENTS TO JUV JUSTICE ALTERN						
6200 - PROFESSIONAL & CONTRACTED SVS	-5,000.00	.00	.00	.00	-5,000.00	-.00%
Total Function 95 PAYMENTS TO JUV JUSTICE	-5,000.00	.00	.00	.00	-5,000.00	-.00%
99 - INTERGOVERNMENTAL CHARGES						
6200 - PROFESSIONAL & CONTRACTED SVS	-515,000.00	.00	.00	246,911.29	-268,088.71	47.94%
Total Function 99 INTERGOVERNMENTAL CHARGES	-515,000.00	.00	.00	246,911.29	-268,088.71	47.94%
6000 Total EXPENDITURES/EXPENSES	-83,998,685.00	2,909,796.59	7,165,450.09	58,266,662.72	-22,822,225.69	69.37%

Combined Funds Board Report
 Comparison of Revenue to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
General Operating Funds						
00 - OTHER USES						
8900 - OTHER USES ACCOUNTS	-241,742.00	25,426.75	7,486.61	51,385.05	-164,930.20	21.26%
Total Function 00 OTHER USES	-241,742.00	25,426.75	7,486.61	51,385.05	-164,930.20	21.26%
8000 Total OTHER USES ACCOUNTS	-241,742.00	25,426.75	7,486.61	51,385.05	-164,930.20	21.26%

Combined Funds Board Report
 Comparison of Revenue to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Estimated Revenue</u>	<u>Realized Revenue</u>	<u>Realized Revenue To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
Special Revenue Funds					
5700 - REVENUE-LOCAL AND INTERMEDIATE					
5740 - OTHER REVENUES LOCAL SOURCES	1,500.00	.00	-16,625.00	-15,125.00	1108.33%
5750 - REVENUES-COCURRIC/ENTERPRISING	497,898.00	-75,284.15	-588,748.87	-90,850.87	118.25%
Total 5700 - REVENUE-LOCAL AND INTERMEDIATE	499,398.00	-75,284.15	-605,373.87	-105,975.87	121.22%
5800 - STATE PROGRAM REVENUES					
5820 - STATE REV DISTRIBUTED BY TEA	16,300.00	.00	-10,263.91	6,036.09	62.97%
Total 5800 - STATE PROGRAM REVENUES	16,300.00	.00	-10,263.91	6,036.09	62.97%
5900 - FEDERAL PROGRAM REVENUES					
5920 - FED REV DISTRIBUTED BY TEA	4,700,668.00	-606,154.90	-3,965,690.08	734,977.92	84.36%
5930 - FED REV DIST BY STATE(NOT TEA)	.00	-132,614.61	-132,614.61	-132,614.61	.00%
Total 5900 - FEDERAL PROGRAM REVENUES	4,700,668.00	-738,769.51	-4,098,304.69	602,363.31	87.19%
5000 Total REVENUES	5,216,366.00	-814,053.66	-4,713,942.47	502,423.53	90.37%

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
Special Revenue Funds						
35 - FOOD SERVICES						
6100 - PAYROLL COSTS	-2,163,492.00	.00	183,749.73	1,424,512.23	-738,979.77	65.84%
6200 - PROFESSIONAL & CONTRACTED SVS	-288,000.00	29,158.74	11,203.51	82,904.10	-175,937.16	28.79%
6300 - SUPPLIES AND MATERIALS	-2,739,849.00	449,121.46	236,884.35	1,911,106.31	-379,621.23	69.75%
6400 - OTHER OPERATING COSTS	-148,464.00	14,757.12	7,530.65	23,148.35	-110,558.53	15.59%
6600 - CPTL OUTLY LAND BLDG & EQUIP	-176,525.00	7,432.09	.00	.00	-169,092.91	-.00%
Total Function 35 FOOD SERVICES	-5,516,330.00	500,469.41	439,368.24	3,441,670.99	-1,574,189.60	62.39%
6000 Total EXPENDITURES/EXPENSES	-5,516,330.00	500,469.41	439,368.24	3,441,670.99	-1,574,189.60	62.39%

Combined Funds Board Report
 Comparison of Revenue to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Estimated Revenue</u>	<u>Realized Revenue</u>	<u>Realized Revenue To Date</u>	<u>Revenue Balance</u>	<u>Percent Realized</u>
Interest & Sinking Funds					
5700 - REVENUE-LOCAL AND INTERMEDIATE					
5710 - LOCAL REAL/PERS PROPERTY TAXES	28,065,275.00	-123,676.07	-28,459,611.77	-394,336.77	101.41%
5740 - OTHER REVENUES LOCAL SOURCES	10,000.00	-6,539.21	-13,960.34	-3,960.34	139.60%
Total 5700 - REVENUE-LOCAL AND INTERMEDIATE	28,075,275.00	-130,215.28	-28,473,572.11	-398,297.11	101.42%
5800 - STATE PROGRAM REVENUES					
5820 - STATE REV DISTRIBUTED BY TEA	250,000.00	.00	-236,465.00	13,535.00	94.59%
Total 5800 - STATE PROGRAM REVENUES	250,000.00	.00	-236,465.00	13,535.00	94.59%
5000 Total REVENUES	28,325,275.00	-130,215.28	-28,710,037.11	-384,762.11	101.36%

Combined Funds Board Report
 Comparison of Expenditures and Encumbrances to Budget
 LITTLE ELM I.S.D
 As of April

	<u>Appropriation</u>	<u>Encumbrance</u>	<u>Current Expenditure</u>	<u>Expenditure To Date</u>	<u>Balance</u>	<u>Percent Expended</u>
Interest & Sinking Funds						
71 - DEBT SERVICE						
6500 - DEBT SERVICE	-28,325,275.00	.00	.00	9,621,123.94	-18,704,151.06	33.97%
Total Function 71 DEBT SERVICE	-28,325,275.00	.00	.00	9,621,123.94	-18,704,151.06	33.97%
6000 Total EXPENDITURES/EXPENSES	-28,325,275.00	.00	.00	9,621,123.94	-18,704,151.06	33.97%
End of Report						

Revenues and Expenditures by Major Object Code
LITTLE ELM I.S.D
Accounting Periods: 09 through 04
FEDERAL PROGRAMS AS OF 04-30-2022

Class/Major Object Code	Est Rev/Approp	Encumbrances	Real Rev/Exp	Balances
Fund Code 211 / 2 - ESEA TITLE I-A IMPROVING BASIC				
5900 FEDERAL PROGRAM REVENUES	658,448.00	.00	-102,764.07	555,683.93
6100 PAYROLL COSTS	-82,620.00	.00	33,549.18	-49,070.82
6200 PROFESSIONAL & CONTRACTED SVS	-13,888.00	5,750.00	8,050.00	-88.00
6300 SUPPLIES AND MATERIALS	-533,395.00	108,810.23	84,409.78	-340,174.99
6400 OTHER OPERATING COSTS	-28,545.00	.00	28,485.00	-60.00
Subtotals for Fund 211 / 2	.00	114,560.23	51,729.89	166,290.12
Fund Code 224 / 2 - IDEA - PART B, FORMULA				
5900 FEDERAL PROGRAM REVENUES	2,242,912.00	.00	-710,484.21	1,532,427.79
6100 PAYROLL COSTS	-2,001,229.00	.00	808,587.70	-1,192,641.30
6200 PROFESSIONAL & CONTRACTED SVS	-163,935.00	38,410.00	10,500.00	-115,025.00
6300 SUPPLIES AND MATERIALS	-73,248.00	4,000.00	39,038.83	-30,209.17
6400 OTHER OPERATING COSTS	-4,500.00	.00	.00	-4,500.00
Subtotals for Fund 224 / 2	.00	42,410.00	147,642.32	190,052.32
Fund Code 225 / 2 - IDEA - PART B, PRESCHOOL				
5900 FEDERAL PROGRAM REVENUES	24,792.00	.00	-659.66	24,132.34
6100 PAYROLL COSTS	-250.00	.00	.00	-250.00
6200 PROFESSIONAL & CONTRACTED SVS	-14,390.00	.00	850.00	-13,540.00
6300 SUPPLIES AND MATERIALS	-9,052.00	.00	4,028.50	-5,023.50
6400 OTHER OPERATING COSTS	-1,100.00	.00	.00	-1,100.00
Subtotals for Fund 225 / 2	.00	.00	4,218.84	4,218.84
Fund Code 244 / 2 - VOC ED - BASIC GRANT				
5900 FEDERAL PROGRAM REVENUES	51,748.00	.00	-37,750.27	13,997.73
6200 PROFESSIONAL & CONTRACTED SVS	-22,446.00	.00	21,461.00	-985.00
6300 SUPPLIES AND MATERIALS	-29,302.00	3,386.97	24,348.64	-1,566.39
Subtotals for Fund 244 / 2	.00	3,386.97	8,059.37	11,446.34
Fund Code 255 / 2 - TITLE II TPTR				
5900 FEDERAL PROGRAM REVENUES	145,229.00	.00	-38,483.87	106,745.13
6100 PAYROLL COSTS	-9,439.00	.00	5,216.49	-4,222.51
6200 PROFESSIONAL & CONTRACTED SVS	-78,889.00	18,150.00	20,000.00	-40,739.00
6300 SUPPLIES AND MATERIALS	-50,108.00	.00	22,130.96	-27,977.04
6400 OTHER OPERATING COSTS	-6,793.00	2,119.00	359.00	-4,315.00
Subtotals for Fund 255 / 2	.00	20,269.00	9,222.58	29,491.58
Fund Code 263 / 2 - TITLE III, PART A LEP/IMMIGRAN				
5900 FEDERAL PROGRAM REVENUES	173,617.00	.00	-80,986.91	92,630.09
6100 PAYROLL COSTS	-49,862.00	.00	33,836.02	-16,025.98
6200 PROFESSIONAL & CONTRACTED SVS	-18,600.00	15,000.00	2,398.00	-1,202.00
6300 SUPPLIES AND MATERIALS	-105,133.00	7,067.57	49,112.69	-48,952.74
6400 OTHER OPERATING COSTS	-22.00	.00	.00	-22.00
Subtotals for Fund 263 / 2	.00	22,067.57	4,359.80	26,427.37
Fund Code 281 / 2 - ESSER II				
5900 FEDERAL PROGRAM REVENUES	1,856,229.00	.00	-24,990.00	1,831,239.00
6100 PAYROLL COSTS	-745,493.00	.00	.00	-745,493.00
6200 PROFESSIONAL & CONTRACTED SVS	-80,000.00	26,150.00	.00	-53,850.00
6300 SUPPLIES AND MATERIALS	-1,030,736.00	61,952.80	24,990.00	-943,793.20
Subtotals for Fund 281 / 2	.00	88,102.80	.00	88,102.80

Revenues and Expenditures by Major Object Code
 LITTLE ELM I.S.D
 Accounting Periods: 09 through 04
 FEDERAL PROGRAMS AS OF 04-30-2022

Class/Major Object Code	Est Rev/Approp	Encumbrances	Real Rev/Exp	Balances
Fund Code 282 / 2 - ESSER III				
5900 FEDERAL PROGRAM REVENUES	4,248,486.00	.00	-474,609.30	3,773,876.70
6100 PAYROLL COSTS	-1,337,743.00	.00	642,413.06	-695,329.94
6200 PROFESSIONAL & CONTRACTED SVS	-1,487,268.00	28,000.00	.00	-1,459,268.00
6300 SUPPLIES AND MATERIALS	-1,412,530.00	9,122.00	36,842.89	-1,366,565.11
6400 OTHER OPERATING COSTS	-10,945.00	.00	255.00	-10,690.00
Subtotals for Fund 282 / 2	.00	37,122.00	204,901.65	242,023.65
Fund Code 283 / 2 - ESSER SUPPLEMENTAL				
5900 FEDERAL PROGRAM REVENUES	3,029,689.00	.00	-53,246.00	2,976,443.00
6100 PAYROLL COSTS	-1,252,584.00	.00	.00	-1,252,584.00
6200 PROFESSIONAL & CONTRACTED SVS	-482,105.00	458,305.00	.00	-23,800.00
6300 SUPPLIES AND MATERIALS	-770,988.00	48,350.50	50,846.00	-671,791.50
6400 OTHER OPERATING COSTS	-524,012.00	.00	2,400.00	-521,612.00
Subtotals for Fund 283 / 2	.00	506,655.50	.00	506,655.50
Fund Code 284 / 2 - IDEA B FORMULA ARP				
5900 FEDERAL PROGRAM REVENUES	336,717.00	.00	-20,680.94	316,036.06
6200 PROFESSIONAL & CONTRACTED SVS	-311,358.00	127,223.59	52,057.74	-132,076.67
6300 SUPPLIES AND MATERIALS	-25,359.00	3,309.41	10,106.70	-11,942.89
Subtotals for Fund 284 / 2	.00	130,533.00	41,483.50	172,016.50
Fund Code 285 / 2 - IDEA B PRESCHOOL ARP				
5900 FEDERAL PROGRAM REVENUES	15,157.00	.00	.00	15,157.00
6300 SUPPLIES AND MATERIALS	-15,157.00	.00	81.91	-15,075.09
Subtotals for Fund 285 / 2	.00	.00	81.91	81.91
Fund Code 289 / 2 - TITLE IV, PART A, SUBPART 1				
5900 FEDERAL PROGRAM REVENUES	48,984.00	.00	-32,152.65	16,831.35
6100 PAYROLL COSTS	-17,782.00	.00	10,740.23	-7,041.77
6200 PROFESSIONAL & CONTRACTED SVS	-2,394.00	.00	.00	-2,394.00
6300 SUPPLIES AND MATERIALS	-20,806.00	15,705.60	5,100.00	-.40
6400 OTHER OPERATING COSTS	-8,002.00	1,760.00	.00	-6,242.00
Subtotals for Fund 289 / 2	.00	17,465.60	-16,312.42	1,153.18
Grand Totals	.00	982,572.67	455,387.44	1,437,960.11

End of Report

Revenues and Expenditures by Major Object Code
 LITTLE ELM I.S.D
 Accounting Periods: 09 through 04
 STATE PROGRAMS AS OF 04-30-2022

Class/Major Object Code	Est Rev/Approp	Encumbrances	Real Rev/Exp	Balances
Fund Code 385 / 2 - VISUALLY IMPAIRED SSVI				
5700 REVENUE-LOCAL AND INTERMEDIATE	4,713.00	.00	-4,712.50	.50
6200 PROFESSIONAL & CONTRACTED SVS	-4,713.00	.00	4,712.50	-.50
Subtotals for Fund 385 / 2	.00	.00	.00	.00
Fund Code 410 / 2 - INSTRUCTIONAL MATERIALS				
5800 STATE PROGRAM REVENUES	328,479.00	.00	-328,478.29	.71
6300 SUPPLIES AND MATERIALS	-328,600.00	170,476.17	158,002.12	-121.71
Subtotals for Fund 410 / 2	-121.00	170,476.17	-170,476.17	-121.00
Fund Code 427 / 2 - SPED FISCAL SUPPORT				
5800 STATE PROGRAM REVENUES	6,718.00	.00	-6,717.64	.36
6100 PAYROLL COSTS	-689.00	.00	693.85	4.85
6300 SUPPLIES AND MATERIALS	-6,029.00	.00	6,023.79	-5.21
Subtotals for Fund 427 / 2	.00	.00	.00	-.00
Fund Code 429 / 2 - STATE SPECIAL REVENUE				
5800 STATE PROGRAM REVENUES	164,269.00	.00	-77,508.00	86,761.00
6100 PAYROLL COSTS	-15,418.00	.00	814.28	-14,603.72
6200 PROFESSIONAL & CONTRACTED SVS	-118,700.00	.00	71,500.00	-47,200.00
6300 SUPPLIES AND MATERIALS	-30,151.00	16,320.00	4,958.00	-8,873.00
Subtotals for Fund 429 / 2	.00	16,320.00	-235.72	16,084.28
Grand Totals	-121.00	186,796.17	-170,711.89	15,963.28

End of Report

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Cnty Dist: 061-914

Revenues and Expenditures by Major Object Code
LITTLE ELM I.S.D
Accounting Periods: 09 through 04
CHILD CARE AS OF 04-30-2022

Program: FIN3850
Page: 1 of 1
File ID: C

Class/Major Object Code	Est Rev/Approp	Encumbrances	Real Rev/Exp	Balances
Fund Code 720 / 2 - CHILD CARE				
5700 REVENUE-LOCAL AND INTERMEDIATE	575,023.00	.00	-372,786.53	202,236.47
5900 FEDERAL PROGRAM REVENUES	10,196.00	.00	-105,316.00	-95,120.00
6100 PAYROLL COSTS	-549,682.00	.00	319,083.11	-230,598.89
6200 PROFESSIONAL & CONTRACTED SVS	-4,000.00	122.30	1,100.70	-2,777.00
6300 SUPPLIES AND MATERIALS	-39,025.00	17,238.21	14,460.36	-7,326.43
6400 OTHER OPERATING COSTS	-22,106.00	2,799.44	10,800.32	-8,506.24
Subtotals for Fund 720 / 2	-29,594.00	20,159.95	-132,658.04	-142,092.09
Grand Totals	-29,594.00	20,159.95	-132,658.04	-142,092.09

End of Report

**Little Elm Independent School District
General Operating Cash Flow Statement
FY 2021-2022**

	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>	27,802,491.12	27,924,598.52	27,717,245.16	21,289,643.14	23,090,178.54	22,860,041.29	24,489,221.70	26,472,479.01	-	-	-	-	27,802,491.12
RECEIPTS													
Tax Collections	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	8,114.34	5,231.90	4,412.36	4,130.99	4,237.80	3,292.36	4,843.19	4,829.67	-	-	-	-	39,092.61
Other Local Revenue	190,549.24	234,117.72	217,642.12	56,385.18	323,630.17	134,261.26	163,089.77	278,500.86	-	-	-	-	1,598,176.32
State Revenue - Available School	151,232.00	121,108.00	121,873.00	285,491.00	-	-	262,324.00	109,563.00	-	-	-	-	1,051,591.00
State Revenue - Foundation	7,881,683.00	5,620,431.00	-	-	-	-	-	-	-	-	-	-	13,502,114.00
State Revenue - Debt Service	-	-	236,465.00	-	-	-	-	-	-	-	-	-	236,465.00
State Revenue - Misc	1,050.00	-	35,750.00	66,632.88	261,845.41	-	39,310.00	1,398.00	-	-	-	-	405,986.29
SHARS Receipts	12,813.03	22,754.62	9,165.01	28,199.45	6,846.06	16,813.23	16,984.64	1,200,149.47	-	-	-	-	1,313,725.51
Federal Program Revenue	365,258.03	123,120.28	452,837.00	280,507.06	428,599.00	96,223.50	401,556.87	399,561.12	-	-	-	-	2,527,662.86
Federal Program Revenue 240	265,830.88	581,341.08	605,048.58	520,693.54	380,485.49	539,221.79	514,313.71	706,098.81	-	-	-	-	4,113,033.88
Lunch Revenue - local 240	90,296.35	82,764.17	75,366.19	55,103.66	89,385.86	63,018.47	71,431.45	73,644.97	-	-	-	-	601,011.12
Payroll Deposits	1,419.73	4,656.41	135.00	-	834.45	772.99	85.50	1,167.56	-	-	-	-	9,071.64
Proceeds Land Sale	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Investment Acct	-	2,383,000.00	-	8,000,000.00	5,000,000.00	8,000,000.00	8,000,000.00	7,367,065.64	-	-	-	-	38,750,065.64
Total Revenue	8,968,246.60	9,178,525.18	1,758,694.26	9,277,143.76	6,495,864.24	8,853,603.60	9,473,939.13	10,141,979.10	-	-	-	-	64,147,995.87
DISBURSEMENTS													
Payroll Checks	3,665,143.97	3,665,583.97	3,693,216.51	3,724,194.37	3,681,148.07	3,685,487.40	3,630,474.81	3,624,063.11	-	-	-	-	29,369,312.21
Accounts Payable Checks	4,325,333.33	4,267,217.73	3,020,623.80	2,084,272.14	1,605,908.62	2,095,296.62	2,424,505.18	1,852,086.69	-	-	-	-	21,675,244.11
TRS Deposit	421,545.50	1,015,136.17	1,027,830.45	999,566.16	1,006,437.03	1,008,536.34	1,011,710.03	1,009,118.75	-	-	-	-	7,499,880.43
IRS Deposit	434,116.40	437,905.67	444,625.52	453,575.69	432,507.77	435,102.83	423,991.80	428,139.90	-	-	-	-	3,489,965.58
Bank Charges/ NSF's/Bk Trans	-	35.00	-	-	-	-	-	-	-	-	-	-	35.00
Total Expenditures	8,846,139.20	9,385,878.54	8,186,296.28	7,261,608.36	6,726,001.49	7,224,423.19	7,490,681.82	6,913,408.45	-	-	-	-	62,034,437.33
Cash to TEA	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Transferred to Debt Service	-	-	-	215,000.00	-	-	-	-	-	-	-	-	215,000.00
Transfers to Investment Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	8,846,139.20	9,385,878.54	8,186,296.28	7,476,608.36	6,726,001.49	7,224,423.19	7,490,681.82	6,913,408.45	-	-	-	-	62,249,437.33
Net Change in Cash	122,107.40	(207,353.36)	(6,427,602.02)	1,800,535.40	(230,137.25)	1,629,180.41	1,983,257.31	3,228,570.65	-	-	-	-	1,898,558.54
Ending Cash Balance in bank	27,924,598.52	27,717,245.16	21,289,643.14	23,090,178.54	22,860,041.29	24,489,221.70	26,472,479.01	29,701,049.66	-	-	-	-	29,701,049.66
Beginning Cash Balance Lone Star	44,250,865.89	43,997,243.76	43,614,723.61	43,396,438.29	43,209,521.41	43,210,300.26	42,725,062.29	42,472,188.43	-	-	-	-	44,250,865.89
Beginning Cash Balance TexStar	2,382,342.89	2,382,362.43	2,377,080.11	2,377,099.96	2,370,392.22	2,370,412.37	2,370,431.27	2,370,646.60	-	-	-	-	2,382,342.89
Beginning Cash Balance Texas Class	33,747,705.67	32,272,249.97	28,707,259.45	28,860,202.47	50,628,467.28	56,429,168.55	53,706,729.89	43,505,622.06	-	-	-	-	33,747,705.67
Interest Earned Lone Star	459.17	479.85	509.75	599.50	778.85	1,286.86	4,739.19	9,584.07	-	-	-	-	18,437.24
Interest Earned TexStar	19.54	20.18	19.85	27.94	20.15	18.90	215.33	627.03	-	-	-	-	968.92
Interest Earned TexasClass	568.23	713.54	564.76	651.32	1,553.60	1,660.61	4,193.60	7,549.80	-	-	-	-	17,455.46
Transfers in	54,144.46	452,000.16	2,759,819.31	32,332,138.86	13,985,495.74	7,634,219.17	1,665,267.52	319,114.49	-	-	-	-	59,202,199.71
Transfers out	(1,784,249.69)	(4,406,006.72)	(2,826,236.12)	(10,758,777.43)	(8,186,348.07)	(10,844,843.27)	(12,128,182.00)	(8,734,107.09)	-	-	-	-	(59,668,750.39)
Ending Cash Balance Invested	78,651,856.16	74,699,063.17	74,633,740.72	96,208,380.91	102,009,881.18	98,802,223.45	88,348,457.09	79,951,225.39	-	-	-	-	79,951,225.39
TOTAL CASH AVAILABLE	106,576,454.68	102,416,308.33	95,923,383.86	119,298,559.45	124,869,922.47	123,291,445.15	114,820,936.10	109,652,275.05	-	-	-	-	109,652,275.05

**Little Elm Independent School District
Debt Service Cash Flow Statement
FY 2021-2022**

	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>	349,522.43	349,663.22	349,752.32	349,838.57	564,971.90	565,115.87	565,245.94	565,389.98	-	-	-	-	349,522.43
RECEIPTS													
Tax Collections	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	140.79	89.10	86.25	133.33	143.97	130.07	144.04	139.43	-	-	-	-	1,006.98
Bond Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General Operating	-	-	-	215,000.00	-	-	-	-	-	-	-	-	215,000.00
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	140.79	89.10	86.25	215,133.33	143.97	130.07	144.04	139.43	-	-	-	-	216,006.98
DISBURSEMENTS													
Wire Bond Issuance Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Bank Charges/ NSF's/Bk Trans	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers to Investment Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer to General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	-	-	-	-	-	-	-	-	-	-	-	-	-
Net Change in Cash	140.79	89.10	86.25	215,133.33	143.97	130.07	144.04	139.43	-	-	-	-	216,006.98
<i>Ending Cash Balance in bank</i>	349,663.22	349,752.32	349,838.57	564,971.90	565,115.87	565,245.94	565,389.98	565,529.41	-	-	-	-	565,529.41
Beginning Cash Balance TexPool	6,807,001.85	6,831,723.67	7,052,554.19	8,402,051.77	24,203,035.10	31,443,580.13	25,161,427.99	25,491,891.12	-	-	-	-	6,807,001.85
Interest Earned TexPool	156.25	207.53	237.82	373.45	912.04	1,354.50	3,310.83	6,399.78	-	-	-	-	12,952.20
Transfers in	24,565.57	220,622.99	1,349,259.76	15,800,609.88	7,239,632.99	3,334,717.30	327,152.30	155,453.75	-	-	-	-	28,452,014.54
Transfers out	-	-	-	-	-	(9,618,223.94)	-	-	-	-	-	-	(9,618,223.94)
<i>Ending Cash Balance Invested</i>	6,831,723.67	7,052,554.19	8,402,051.77	24,203,035.10	31,443,580.13	25,161,427.99	25,491,891.12	25,653,744.65	-	-	-	-	25,653,744.65
TOTAL CASH AVAILABLE	7,181,386.89	7,402,306.51	8,751,890.34	24,768,007.00	32,008,696.00	25,726,673.93	26,057,281.10	26,219,274.06	-	-	-	-	26,219,274.06

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
Cash and Investments Reconciliation
April 30, 2022

Operating Fund:

Balance per bank	29,701,049.66
Add: Texas Class	35,489,661.90
Lone Star	42,114,706.86
TexStar	2,346,856.63
Add: Deposits in Transit	3,490.80
Taxes in Transit	22,258.10
Less: Outstanding Checks/Wires/ACHs	(2,174,307.10)

Balance per Books	107,503,716.85
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Interest & Sinking Fund:

Balance per bank	565,529.41
Add: Texpool	25,653,744.65
Add: Taxes in Transit	11,082.36
Less: Outstanding Checks	-

Balance per Books	26,230,356.42
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Total Balance per Books	133,734,073.27
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LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2022

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
04/01/22	Lone Star Corporate Overnight		Investment Pool Investment	6,987,292.92	100.0000%	100.0000%	0.0000%	6,987,292.92				
			Withdrawal	-				6,987,292.92				
04/30/22			Interest	2,428.43			0.4200%	6,989,721.35			2,428.43	-
				<u>6,989,721.35</u>				<u>6,989,721.35</u>			<u>2,428.43</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
04/01/22	Lone Star Government Overnight		Investment Pool Investment	63,611.19	100.0000%	100.0000%	0.0000%	63,611.19				
			Withdrawal	-				63,611.19				
04/30/22			Interest	12.84			0.2500%	63,624.03			12.84	-
				<u>63,624.03</u>				<u>63,624.03</u>			<u>12.84</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
04/01/22	TexSTAR		Investment Pool Investment	1,461,746.80	100.0000%	100.0000%	0.0000%	1,461,746.80				
			Withdrawal	-				1,461,746.80				
04/30/22			Interest	387.50			0.3225%	1,462,134.30			387.50	-
				<u>1,462,134.30</u>				<u>1,462,134.30</u>			<u>387.50</u>	<u>-</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2022

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
04/01/22	Texas Class Gov't		Investment Pool	40,742,575.75	100.0000%	100.0000%	0.0000%	40,742,575.75				
			Investment	319,114.49				41,061,690.24				
			Withdrawal	(7,000,000.00)				34,061,690.24				(7,000,000.00)
04/30/22			Interest	7,190.55			0.2409%	34,068,880.79			7,190.55	
				<u>34,068,880.79</u>				<u>34,068,880.79</u>			<u>7,190.55</u>	<u>(7,000,000.00)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2022

Capital Projects Fund 651

Bond Issue 2018

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
04/01/22	Lone Star Government Overnight		Investment Pool	13,106,740.05	100.0000%	100.0000%	0.0000%	13,106,740.05				
			Investment	-				13,106,740.05				
			Withdrawal	(367,065.64)				12,739,674.41				(367,065.64)
04/30/22			Interest	2,637.78			0.2500%	12,742,312.19			2,637.78	
				<u>12,742,312.19</u>				<u>12,742,312.19</u>			<u>2,637.78</u>	<u>(367,065.64)</u>

Capital Projects Fund 652

Bond Issue 2018

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
04/01/22	TexSTAR		Investment Pool	908,899.80	100.0000%	100.0000%	0.0000%	908,899.80				
			Investment	-				908,899.80				
			Withdrawal	(24,417.00)				884,482.80				(24,417.00)
04/30/22			Interest	239.53			0.3225%	884,722.33			239.53	
				<u>884,722.33</u>				<u>884,722.33</u>			<u>239.53</u>	<u>(24,417.00)</u>

Capital Projects Fund 651

Bond Issue 2019

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
04/01/22	Lone Star Government Overnight		Investment Pool	8,605,802.70	100.0000%	100.0000%	0.0000%	8,605,802.70				
			Investment	-				8,605,802.70				
			Withdrawal	-				8,605,802.70				-
04/30/22			Interest	1,737.40			0.2500%	8,607,540.10			1,737.40	
				<u>8,607,540.10</u>				<u>8,607,540.10</u>			<u>1,737.40</u>	<u>-</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2022

Capital Projects Fund 653 Bond Issue 2020

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
04/01/22	Texas CLASS Gov't		Investment Pool	2,763,046.31	100.0000%	100.0000%	0.0000%	2,763,046.31				
			Investment	-				2,763,046.31				
			Withdrawal	(1,342,624.45)				1,420,421.86				
04/30/22			Interest	359.25			0.2409%	1,420,781.11			359.25	(1,342,624.45)
				<u>1,420,781.11</u>				<u>1,420,781.11</u>			<u>359.25</u>	<u>(1,342,624.45)</u>

Capital Projects Fund 654 Bond Issue 2021

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
04/01/22	Lone Star Government Overnight		Investment Pool	8,533,022.05	100.0000%	100.0000%	0.0000%	8,533,022.05				
			Investment	-				8,533,022.05				
			Withdrawal	-				8,533,022.05				-
04/30/22			Interest	1,722.71			0.2500%	8,534,744.76			1,722.71	
				<u>8,534,744.76</u>				<u>8,534,744.76</u>			<u>1,722.71</u>	<u>-</u>

Capital Projects Fund 690 Non-Bond

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
04/01/22	Lone Star Government Overnight		Investment Pool	5,175,719.52	100.0000%	100.0000%	0.0000%	5,175,719.52				
			Investment	-				5,175,719.52				
			Withdrawal	-				5,175,719.52				-
04/30/22			Interest	1,044.91			0.2500%	5,176,764.43			1,044.91	
				<u>5,176,764.43</u>				<u>5,176,764.43</u>			<u>1,044.91</u>	<u>-</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: April 30, 2022

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
04/01/22	TexPool		Investment Pool	25,491,891.12	100.0000%	100.0000%	0.0000%	25,491,891.12				
			Investment	155,453.75				25,647,344.87				
			Withdrawal	-				25,647,344.87				-
04/30/22			Interest	<u>6,399.78</u>			0.3042%	25,653,744.65			<u>6,399.78</u>	
				<u>25,653,744.65</u>				<u>25,653,744.65</u>			<u>6,399.78</u>	-

Denton County
Monthly Collection Status Report
April 2022

Little Elm ISD

	Collections Month of April	Cumulative Total 10/1/2021 thru 04/30/2022	% of Tax Levy
Current Tax Year Collections			
Base M&O	247,089.52	57,896,420.56	98.35%
Base I&S	120,933.09	28,336,265.32	
Base I&S Bond	-	-	
P&I M&O	25,661.35	108,557.65	
P&I I&S	12,407.47	44,380.33	
P&I I&S Bond	-	-	
Attorney Fee	1,701.48	3,179.98	
Subtotal	407,792.91	86,388,803.84	98.53%
Delinquent Tax Years Collections			
Base M&O	(35,636.88)	70,264.32	
Base I&S	(12,270.77)	32,219.90	
Base I&S Bond	-	-	
P&I M&O	7,419.66	53,132.76	
P&I I&S	2,606.28	21,045.34	
P&I I&S Bond	-	-	
Attorney Fee	4,759.35	51,828.63	
Other*	-	-	
Subtotal	(33,122.36)	228,490.95	
Combined Current & Delinquent:			
Base M&O	211,452.64	57,966,684.88	
Base I&S	108,662.32	28,368,485.22	
Base I&S Bond	-	-	
P&I M&O	33,081.01	161,690.41	
P&I I&S	15,013.75	65,425.67	
Attorney Fee	6,460.83	55,008.61	
Other*	-	-	
Total Collections	374,670.55	86,617,294.79	
Original 2021 Tax Levy		86,761,749.65	
Current 2021 Tax Levy		87,676,542.65	

Denton County
Cumulative Comparative Collection Status Report
April 2022

Little Elm ISD

	Tax Year 2021 Collections thru April 30, 2022	% of Tax Levy	Tax Year 2020 Collections thru April 30, 2021	% of Tax Levy
Current Tax Year Collections				
Base M&O + I&S	86,232,685.88	98.35%	79,930,684.33	97.77%
P&I M&O + I&S	152,937.98		114,475.00	
Attorney Fee	3,179.98		716.02	
Subtotal	<u>86,388,803.84</u>	98.53%	<u>80,045,875.35</u>	97.91%
Delinquent Tax Years Collections				
Base M&O + I&S	102,484.22		316,442.99	
P&I M&O + I&S	74,178.10		70,048.68	
Attorney Fee	51,828.63		41,020.83	
Subtotal	<u>228,490.95</u>		<u>427,512.50</u>	
Combined Current & Delinquent:				
Base M&O + I&S	86,335,170.10		80,247,127.32	
P&I M&O + I&S	227,116.08		184,523.68	
Attorney Fee	55,008.61		41,736.85	
Other	-		-	
Total Collections	<u>86,617,294.79</u>		<u>80,473,387.85</u>	
Adjusted 2020 Tax Levy			<u>81,755,427.30</u>	
Original 2021 Tax Levy	<u>86,761,749.65</u>			
Current 2021 Tax Levy	<u>87,676,542.65</u>			

Denton County
Levy Outstanding Status Report
April 2022
Little Elm ISD

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 04/01/2022	1,827,036.88	644,965.06
Base M&O + I&S Collections	368,022.61	(47,907.65)
Supplement/Adjustments	(15,157.50)	(15,264.90)
Remaining Levy as of 04/30/2022	<u>1,443,856.77</u>	<u>677,607.81</u>
Cumulative (From 10/01/2021 thru 04/30/2022)		
Original 2021 Tax Levy (as of 10-1-2021)	86,761,749.65	925,325.72
Base M&O + I&S Collections	86,232,685.88	102,484.22
Supplement/Adjustments	914,793.00	(145,233.69)
Remaining Levy as of 04/30/2022	<u>1,443,856.77</u>	<u>677,607.81</u>

Little Elm ISD
Capital Projects @ 05-31-2022

Bond Construction Projects	Project ID	Project Estimate	Cost to Date	Balance
High School Athletic Fields	Fund 646-000	8,480,299	7,573,977	906,322
High School Athletic Concourse	Fund 646-940	2,321,953	2,285,367	36,586
Athletic Complex Turf	Fund 646-007	933,638	933,638	0
Walker Middle School	Fund 648-000	68,538,650	66,244,471	2,294,179
Strike Middle School	Fund 649-000	67,513,978	65,752,449	1,761,529
Land	Fund 65X-XXX	15,904,910	15,724,065	180,845
Brent Vestibule	Fund 650-830	207,072	158,378	48,694
Chavez Vestibule	Fund 650-831	216,399	158,132	58,267
Athletic Complex Scoreboard	Fund 650-913	1,007,347	920,883	86,464
Roof Replacements	Fund 650-914	2,136,720	2,062,901	73,819
LEHS HVAC	Fund 650-915	3,759,448	3,558,914	200,534
Buses (12)	Fund 650-919	1,323,446	1,323,446	-
CTE Reno	Fund 650-934	730,037	548,709	181,328
SPED Reno	Fund 650-935	106,399	99,262	7,137
Lobo Lane Repurpose	Fund 650-939	30,000	24,600	5,400
Safety Film	Fund 650-942	130,776	130,776	-
Emergency HVAC (unallocated)	Fund 650-011	637,229	-	637,229
Zellars HVAC	Fund 650-071	17,993	13,078	4,915
HVAC Replacements Phase 1 & 2	Fund 650-123	300,500	300,500	-
Brent HVAC	Fund 650-124	44,278	30,929	13,349
ESPC Upgrades	Fund 652-013	10,000,000	9,533,364	466,636
Roof Management Program	Fund 652-036	70,000	55,000	15,000
Athletic Complex Track	Fund 652-037	1,126,136	999,127	127,010
LEHS Roof Panels	Fund 652-126	48,874	42,499	6,375
Prestwick Sidewalk	Fund 652-132	16,471	12,191	4,280
Prestwick Sidewalk Replacement	Fund 652-201	314,540	236,004	78,536
Indoor Multi-Use Facility	Fund 653-017	19,878,297	11,145,650	8,732,647
Lakeside Admin Conversion	Fund 653-018	16,346,721	13,925,173	2,421,549
Zellars Conversion	Fund 653-127	338,625	206,010	132,615
Buses	Fund 653-128	545,104	545,104	-
Long Range Bond Planning	Fund 653-129	97,330	84,400	12,930
Cameras for Buses	Fund 653-130	117,596	92,276	25,320
LEHS SPED Conversion	Fund 653-131	138,490	113,536	24,954
ESPC III Upgrades	Fund 654-141	2,831,132	1,484,999	1,346,133
LEHS CTE Renovations/Additions	Fund 654-202	40,000	26,250	13,750
		226,250,388	206,346,057	19,904,332

Little Elm ISD
Capital Projects @ 05-31-2022

Non-Bond Capital Projects FY 20-21	Project ID	Project Estimate	Cost to Date	Balance
Operations - FF&E	Fund 694-000			
Athletics Logo Tunnel	Fund 694-116	10,290	10,290	-
LEHS Stage Curtains & Rigging	Fund 694-135	60,560	60,560	-
Band Trailer	Fund 694-136	135,284	135,284	(0)
LEHS Outdoor Furniture	Fund 694-139	41,024	39,201	1,823
Hackberry Signage	Fund 694-140	4,241	3,570	671
Technology	Fund 695-000			
SystemV Backup System	Fund 695-111	26,008	26,008	-
Security Video Camera Server	Fund 695-112	10,288	10,288	(0)
Operations - Buildings	Fund 696-000			
Prestwick Drainage	Fund 696-119	189,438	159,432	30,006
LEHS Carpet	Fund 696-121	31,329	26,662	4,667
Zellars Soffit Repairs	Fund 696-122	13,500	6,500	7,000
Prestwick Plumbing	Fund 696-125	3,200,000	2,883,938	316,062
Oak Point Portable	Fund 696-134	500,063	499,774	289
Prestwick Roof Drain	Fund 696-143	217,608	193,535	24,074
		4,439,633	4,055,042	384,591

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
06-20-2022	☐	☐	☒	☐	☐
Subject:	FINAL BUDGET AMENDMENT				
Presenter or Contact Person:	Jesse Wyse, Director for Budget and Finance				
Policy/Code:	Board Legal Status Powers and Duties – BAA (Local) Annual Operating Budget – CE (Local)				
Summary:	At the end of each year final budget amendments are presented to the board for approval for any anticipated functional overages.				
Financial Implications:	None				
Attachments:	Final Amended Budget Report				
Recommendation:	The Administration recommends approval of the 2021-2022 End of Year Budget Amendments as submitted.				
Motion:	I move that the Board approve the 2021-2022 End of Year Budget Amendments as submitted.				



Budget Amendment Reports June 6, 2022

The Texas Education Code requires Board approval of the budget for the General Operating, Debt Service and Child Nutrition Funds. The following summary reports of budget revisions, adjustments, and transfers are being submitted to the Board of Trustees for adoption/ratification.

General Operating Fund

The budget amendments are reallocating existing funds and will not have an impact on Fund Balance. \$75,000 is being reallocated for recapture payments that are higher than forecast. Due to the addition of 3 additional school bus routes, \$65,000 is being reallocated to cover the increased cost. The remaining \$168,000 is being reallocated across functions to accommodate increased TRS On-Behalf payments and potential year end expenses.

Debt Service Fund

No budget adjustments to report.

Child Nutrition Fund

No budget adjustments to report.

Little Elm Independent School District
GENERAL OPERATING
Fiscal Year Ending June 30, 2022

	Original Budget	Revised Budget	Final Budget Amendment	Proposed Amended Budget
REVENUES:				
5700 Local Revenue	60,677,086	60,691,502	-	60,691,502
5800 State Program Revenues	21,504,495	21,557,183	-	21,557,183
5900 Federal Program Revenues	1,750,000	1,750,000	-	1,750,000
Total Revenue	83,931,581	83,998,685	-	83,998,685
EXPENDITURES:				
11 Instruction	46,255,713	46,306,490	(308,000)	45,998,490
12 Library Services	805,939	980,939	30,000	1,010,939
13 Staff Development	3,079,123	3,128,010	-	3,128,010
21 Instructional Admin	1,462,487	1,580,978	-	1,580,978
23 Campus Administration	5,000,424	5,051,424	-	5,051,424
31 Guidance & Counseling	2,945,419	2,660,419	-	2,660,419
32 Attendance & Social Services	37,300	37,300	20,000	57,300
33 Health Services	680,727	705,727	-	705,727
34 Student Transportation	2,987,225	2,987,225	65,000	3,052,225
35 Food Services	200,351	121,351	85,000	206,351
36 Co-curricular Activities	3,047,504	3,087,453	-	3,087,453
41 General Administration	3,529,266	3,529,266	-	3,529,266
51 Plant Maintenance	9,886,754	9,716,754	-	9,716,754
52 Security	1,058,781	1,148,781	-	1,148,781
53 Data Processing	1,723,072	1,743,072	-	1,743,072
61 Community Services	60,296	45,296	20,000	65,296
71 Debt Services	-	-	-	-
81 Facilities	25,007	22,007	10,000	32,007
91 Contracted Instr Between Schools	626,193	626,193	75,000	701,193
95 Payments to JUV Justice Alt	5,000	5,000	3,000	8,000
99 Intergovernmental Charges	515,000	515,000	-	515,000
Total Expenditures	83,931,581	83,998,685	-	83,998,685
00 Other Resources	-	241,742	-	241,742
00 Other Uses	-	(241,742)	-	(241,742)
NET SURPLUS / (DEFICIT)	-	-		-

Little Elm Independent School District
DEBT SERVICE
Fiscal Year Ending June 30, 2022

	Original Budget	Revised Budget	Final Budget Amendment	Proposed Amended Budget
REVENUES:				
5700 Local Revenue	28,075,275	28,075,275	-	28,075,275
5800 State Program Revenues	250,000	250,000	-	250,000
5900 Federal Program Revenues	-	-	-	-
Total Revenue	28,325,275	28,325,275	-	28,325,275
EXPENDITURES:				
71 Debt Service - Principal	11,901,268	11,901,268	-	11,901,268
71 Debt Service - Interest	16,404,007	16,404,007	-	16,404,007
71 Debt Service - Fees	20,000	20,000	-	20,000
Total Expenditures	28,325,275	28,325,275	-	28,325,275
00 Other Resources	-	-	-	-
00 Other Uses	-	-	-	-
NET SURPLUS / (DEFICIT)	-	-		-

Little Elm Independent School District
CHILD NUTRITION
Fiscal Year Ending June 30, 2022

	Original Budget	Revised Budget	Final Budget Amendment	Proposed Amended Budget
REVENUES:				
5700 Local Revenue	499,398	499,398	-	499,398
5800 State Program Revenues	16,300	16,300	-	16,300
5900 Federal Program Revenues	4,700,668	4,700,668	-	4,700,668
Total Revenue	5,216,366	5,216,366	-	5,216,366
EXPENDITURES:				
35 Food Services	5,216,366	5,516,330	-	5,516,330
Total Expenditures	5,216,366	5,516,330	-	5,516,330
00 Other Resources	-	-	-	-
00 Other Uses	-	-	-	-
NET SURPLUS / (DEFICIT)	-	(299,964)		(299,964)

Board Agenda Item

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

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	ACT ON DELEGATION OF AUTHORITY TO APPROVE THE AGREEMENT FOR THE PURCHASE OF ATTENDANCE CREDIT (NETTING CHAPTER 48 FUNDING)				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	Texas Education Code Chapter 48 and 49 (previously Chapter 41)				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	HB3 updated the statutes surrounding qualifications for recapture payments. Recapture is no longer tied to a certain level of wealth per WADA. Districts are now subject to recapture payments if they have local revenue in excess of entitlement. A district is considered to have excess local revenue if the district's tier one local share exceeds the district's entitlement. The district must reduce its tier one revenue by selecting one of the following five statutory options: 1) Consolidate with one or more other school districts 2) Detachment of property 3) Purchase of average daily attendance credits from the State 4) Contract for education of non-resident students 5) Tax base consolidation with another district Option #3 is the most feasible for the district, and is the option most districts with excess local revenue chose.				

Financial Implications:	LEISD's anticipated 2022-23 cost of recapture will be approximately \$756,000.
Attachments:	2022-23 Agreement for the Purchase of Attendance Credit Netting Chapter 48 Funding
Recommendation:	The Administration recommends delegating authority to the Superintendent to approve the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding).
Motion:	I move "For the 2022-2023 school year, we delegated contractual authority to obligate the school district under Texas Education Code (TEC) 11.1511(c)(4) to the superintendent, solely for the purpose of obligating the district under TEC, 48.257 and TEC, Chapter 49, Subchapters A and D, and the rules adopted by the commissioner of education as authorized under TEC, 49.006. This included approval of the Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)."

Agreement for the Purchase of Attendance Credit (Netting Chapter 48 Funding)

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 49, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §49.006. The purpose of this agreement is to enable the district to reduce its local revenue level to a level not to exceed the level established under TEC, §48.257 for the school year.

The school year to which this agreement applies is 2022-2023 (the "school year").

The agreement is for Little Elm Independent School District ("the district"), with a county-district number of 061914, to purchase attendance credit from the state for the school year.

The local revenue level in excess of entitlement will be based on the commissioner's estimate of the cost of credit as determined under TEC, §49.153, using the district's projected maintenance and operations tax revenue that exceeds the level established under TEC, §48.257. Provisions in the TEC, §48.257(c), allow districts to offset the reduction of excess local revenue against state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) for the school year. A district that is subject to the reduction in excess local revenue agrees to offset its obligations against state aid in accordance with the provisions specified in the TEC, §48.257(c).

When near-final data are available following the close of the school year to which this agreement applies, the district's entitlement under Chapter 48 will be recalculated. If the district's state aid under Chapter 48, Education Code, that is not described by TEC, §48.266(a)(3) is less than the cost of recapture as determined by the commissioner in accordance with the TEC, §49.153, using near-final data, the district will be required to have an election and the recapture balance will be recovered in accordance with TEC, §48.272, by withholding subsequent allocations of state funds or requiring and obtaining a refund.

The actual cost of credit for the school year will be determined by the commissioner in accordance with the TEC, §49.153, when final data on the district's maintenance and operations tax revenue that exceeds the level established under TEC, §48.257 is available.

The cost of purchased attendance credit will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §49.157. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Date:

Signature of President, Board of Trustees

Date:

Signature of Secretary, Board of Trustees

Signature of Superintendent

Daniel Gallagher

Date:

Typed Name of Superintendent

Date:

Signature of Commissioner of Education or Designee

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
06-20-2022	☐	☐	☒	☐	☐
Subject:	REQUEST FOR PROPOSAL #2019-002 FOOD CATERING SERVICES				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	CH (LEGAL)				
Summary:	The Food Catering Services RFP results/recommendations for monthly approval.				
Financial Implications:	N/A				
Attachments:	RFP #2019-002 Award List				
Recommendation:	The Administration recommends approval of the vendors for Food Catering Services as submitted.				
Motion:	I move that the Board approve the list of Food Catering Services vendors dated June 20, 2022 as submitted.				

Awarded: 3/25/19

Company Name

RUDY'S

TEXAS ICE CREAM

SWEET MEMORIES

SCHOLTZSKY'S- LITTLE ELM

JASON'S DELI

WATER'S EDGE

JOE'S PIZZA

T TATE'S WORLD FAMOUS (BBQ)

Awarded: 4/15/19

Company Name

HARD SUN INC. dba PRAIRIE HOUSE RESTAURANT

TEXAS A-DUBB INC. dba CHICK-FIL-A (FRISCO LAKES)

UNITED SUPERMARKETS, LLC. dba MARKET STREET

Awarded: 5/20/19

Company Name

ROVIN, INC. dba BABE'S CHICKEN DINNER HOUSE

Awarded: 6/17/19

Company Name

MESA'S MEXICAN GRILL

Awarded: 7/29/19

Company Name

CICI'S PIZZA

Awarded: 7/29/19

Company Name

LONESTAR DONUT LLC dba HURTS DONUT COMPANY

Awarded: 10/21/19

Company Name

SWEET T CUISINE

Awarded: 2/17/2020

Company Name

ADDISON CATERING COMPANY, INC.

Awarded: 9/21/2020

Company Name

ROSA'S CAFÉ & TORTILLA FACTORY, LTD.

Awarded: 2/22/2021

Company Name

COURT'S COOKIE CO.

Awarded: 8/23/2021

Company Name

WB's KITCHEN + CATERING

Awarded: 9/20/2021

Company Name

HUSHER T. CALHOUN DBA CALHOUN'S COUNTRY SMOKE

Awarded: 10/18/2021

Company Name

MI LUNA GREAT TEX MEX

Awarded: 11/15/2021

Company Name

DANIEL FRANK WERNER DBA KONA BY THE LAKE LLC

Awarded: 6/20/2022

Company Name

BABAK-ARASH LLC dba CINNAHOLIC (FRISCO LOCATION)

TOP TWO INVESTMENTS LLC dba KONA ICE ROCKS

MEAT & THREE, LLC dba NORMA'S CAFE

COMMUNITY COFFEE COMPANY, L.L.C

4RACE LLC dba PALIO'S PIZZA CAFÉ

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
06-20-2022	☐	☐	☒	☐	☐
Subject:	LITTLE ELM ISD EXPENDITURES OVER \$50,000 SUMMARY REPORT				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	CH (LOCAL) Purchasing And Acquisition				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
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:	See attached spreadsheet of expenditures and summary of services for Solution Tree expenditure.				
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 June 20, 2022 as submitted.				

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

Board Meeting Date: June 20, 2022										
Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change/Purchase Amount	Effective Date	Expiration Date		Administrator
1	Focus	Curriculum	Renewal	\$51,648	\$53,400	\$1,752.00	7/1/2022	6/30/2027	Renewal of FOCUS school software which includes annual maintenance and support, hosting, community application, and PowerBi Analytics Dashboard.	Dr. Cyndy Mika
2	Netsync	Technology	Renewal	\$83,380	\$137,117	\$53,736.80	7/1/2022	6/30/2023	This is for a 3 month renewal of our Palo Alto firewall and the purchase of a firewall for Little Elm ISD.	Gregg Burcham
3	Netsync	Technology	New	n/a	n/a	\$1,698,000.00	6/21/2022	6/30/2023	Netsync Networks was approved by the Board on March 21st, 2022 for this project corresponding to RFP# 2021-004, pending the availability of funds. This purchase will include Layer 2 switching and wireless access points, as well as installation for the whole District. E-Rate approval could substantially offset costs post-project.	Gregg Burcham
4	Soliant Health	Special Populations	New	n/a	n/a	\$100,000.00	7/28/2022	6/2/2023	Contracted staffing services for LSSP, SLP as needed for open positions.	Lesa Shocklee
5	Supplemental Health Care	Special Populations	Renewal	\$350,000.00	\$350,000	\$0.00	8/1/2022	8/1/2025	Contracted staffing services for positions including LSSP, LPC, SLP and MT as needed for open positions.	Lesa Shocklee
6	Weaver Technologies	Technology	New	n/a	n/a	\$112,000.00	6/21/2022	6/30/2023	Weaver Technologies was approved by the Board on March 21st, 2022 for this project corresponding to bid RFP# 2021-004, pending the availability of funds. This purchase will include Layer 3 switching and optics for the whole District. E-Rate approval could substantially offset costs post-project.	Gregg Burcham

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 06-20-2022	☐	☐	☒	☐	☐
Subject:	LITTLE ELM ISD INTERLOCAL SUMMARY REPORT				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	GRB (LEGAL)				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	Allows LEISD to purchase products or services from other governmental entities (listed on attachment) which have been properly awarded contracts through statutorily authorized methods.				
Financial Implications:	See attached summary report.				
Attachments:	Little Elm ISD Interlocal Summary Report for Approval				
Recommendation:	The Administration recommends approval of the Little Elm ISD Interlocal Summary Report as submitted.				
Motion:	I move that the Board approve the Little Elm ISD Interlocal Summary Report dated June 20, 2022 as submitted.				

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date: June 20, 2022

[illegible]

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 06-20-2022	☐	☐	☒	☐	☐
Subject:	CONSIDER THE TASB ENERGY COOPERATIVE FIXED RATE FUEL PROGRAM				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	GRB (LEGAL)				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	The TASB Energy Cooperative will provide the district with an additional option for greater savings when procuring energy and fuel.				
Financial Implications:	Potential savings for Little Elm ISD.				
Attachments:	TASB Energy Cooperative Interlocal Participation Agreement and Board Resolution				
Recommendation:	The Administration recommends approval of the TASB Energy Cooperative Interlocal Agreement and Board Resolution.				
Motion:	I move that the Board approve the TASB Energy Cooperative Interlocal Agreement and Board Resolution dated June 20, 2022 as submitted.				

TASB ENERGY COOPERATIVE

INTERLOCAL PARTICIPATION AGREEMENT

This Interlocal Participation Agreement ("Agreement") is made and entered into by and between TASB Energy Cooperative ("Energy Cooperative"), an administrative agency of cooperating local governments, acting on its own behalf and the behalf of all participating local governments, and the undersigned local government of the State of Texas ("Energy Cooperative Member" or "Member").

I. RECITALS

WHEREAS, a local government entity is authorized by the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, to agree with other local government entities to form a cooperative; and

WHEREAS, the Energy Cooperative is further authorized as a local purchasing cooperative organization as set forth in Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the purpose of this Agreement is to facilitate compliance with state procurement requirements, to identify qualified vendors of electricity, transportation fuel and other types of energy products, commodities, and services (collectively "energy services"), to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Energy Cooperative Members; and

WHEREAS, the Energy Cooperative has contracted with the Texas Association of School Boards, Inc. ("TASB"), a Texas nonprofit corporation, to administer energy services-related programs for Energy Cooperative Members;

NOW THEREFORE, in consideration of the mutual covenants, promises and obligations contained herein, the undersigned Energy Cooperative Member and the Energy Cooperative agree as follows.

II. TERMS AND CONDITIONS

1. **Definitions.** As used throughout this Agreement, the following terms shall have the meanings set forth below unless otherwise indicated in this Agreement, regardless of whether initial capitalization or italics are used consistently. Further, the below terms may be described differently in other documents, but substance shall prevail over form in such instances.

"Aggregation Pool" means an aggregation in which the requirements of a member of the Energy Cooperative for certain energy services are joined with the requirements of other members of the Energy Cooperative to create a purchasing unit for the purchase of those energy services.

"Energy Services Agreement" means a form purchase, sales, supply or other agreement between an energy services vendor and the Energy Cooperative Member to sell and purchase energy services, the terms of which may have been negotiated between TASB, as administrator of the Energy Cooperative, and the vendor.

“Energy Services Vendor” means a vendor authorized by the Energy Cooperative to sell energy services to an Energy Cooperative Member. Without limiting the generality of this definition, the term includes a retail electric provider (“REP”), an entity certified by the Texas Public Utility Commission to sell electricity to retail customers in Texas.

“Letter of Commitment” means an agreement executed by the Energy Cooperative Member committing the Member to join a specific Aggregation Pool and/or purchase energy services from the Energy Services Vendor awarded by the Energy Cooperative and establishing the terms applicable to such purchase.

2. Adopt Charter Interlocal Cooperation Agreement. The Energy Cooperative Member, by the execution or acceptance of this Agreement, hereby adopts and approves the Charter Interlocal Agreement effective as of January 16, 2008, which agreement is incorporated herein by reference (and is available from the Energy Cooperative upon request). The Charter Interlocal Agreement established the Energy Cooperative as an administrative agency of its collective participants, and the Energy Cooperative Member agrees to become a participant or additional party to that Charter Interlocal Agreement.

3. Term.

- (a) The initial term of this Agreement shall commence on the date it is executed by both parties and shall automatically renew for successive one-year terms unless sooner terminated in accordance with the provisions of this Agreement.
- (b) If the Energy Cooperative Member is an existing Member that joined the Energy Cooperative by executing a participation agreement which authorized amendment upon the Energy Cooperative providing 60 days prior notice, then this Agreement will be deemed an **Amendment by Notice**, which will be effective on the 65th day after the date the Energy Cooperative Member is sent notice of this document. In addition, this Agreement will continue to automatically renew for successive one-year terms on the anniversary date of the Energy Cooperative Member’s initial term (not the effective date of the Amendment by Notice), unless the Agreement is sooner terminated in accordance with the provisions herein.

4. Services. The Energy Cooperative, through its administrator, TASB, shall provide the Energy Cooperative Member with opportunities to procure energy services through programs established by the Energy Cooperative, including the electricity aggregation and the fixed-rate transportation fuel programs, pursuant to the terms and conditions that the Energy Cooperative establishes for the Member’s participation in such programs. As a general matter, with respect to the establishment and administration of such programs:

- (a) The Energy Cooperative shall require that TASB, from time to time, (i) conduct a competitive procurement process, using any means permitted by Texas law, to recommend to the Energy Cooperative the selection of one or more Energy Services Vendors to serve members of the Energy Cooperative; and (ii) negotiate with such Vendor(s) the terms of an Energy Services Agreement for the purchase of energy services by members of the Energy Cooperative. The Energy Cooperative, through TASB, may offer the Energy Cooperative Member the opportunity to participate in an Aggregation Pool with other members of the Energy Cooperative to purchase energy services, or it

may arrange for the purchase of energy services by the Energy Cooperative Member individually and not as part of an Aggregation Pool.

- (b) Neither the Energy Cooperative nor TASB shall be responsible for addressing customer service issues relating to the Energy Cooperative Member's energy services that occur under any Energy Services Agreement. The Energy Cooperative Member shall resolve such issues directly with the Energy Services Vendor or, in the case of electricity, its local utility or the REP.

5. **Obligations of Energy Cooperative Member.** The Energy Cooperative Member agrees to perform the following obligations:

- (a) When requested by the Energy Cooperative or TASB from time to time, the Energy Cooperative Member shall execute a Letter of Commitment and such other documentation as the Energy Cooperative may require for the Member to participate in an Aggregation Pool. If the Energy Cooperative Member fails to execute such Letter of Commitment or other documentation as required, the Energy Cooperative Member will not be allowed to participate in the Aggregation Pool.
- (b) If the Energy Cooperative Member is not participating in an Aggregation Pool and if executable energy services pricing provided by the Energy Cooperative or its administrator, TASB, is acceptable to the Energy Cooperative Member, then the Energy Cooperative Member will execute the Energy Services Agreement to purchase such energy services.

6. **Termination.**

- (a) **By the Energy Cooperative Member.** This Agreement may be terminated by the Energy Cooperative Member at any time by giving 30 days prior written notice to the Energy Cooperative, provided any amounts owed to the Energy Cooperative and any Energy Services Vendor have been fully paid. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in any Letter of Commitment, Energy Services Agreement, or other contractual obligation which the Energy Cooperative Member has with the Energy Services Vendor, TASB or the Energy Cooperative under an Energy Cooperative program.
- (b) **By the Energy Cooperative.** The Energy Cooperative may terminate this Agreement by:
 - (1) Giving 10 days notice by certified mail to the Energy Cooperative Member if the Energy Cooperative Member breaches this Agreement; or
 - (2) Giving 30 days notice by certified mail to the Energy Cooperative Member with or without cause. Notwithstanding the foregoing, this Agreement shall continue in effect during the term specified in a Letter of Commitment or other existing contractual obligation.
- (c) **Termination Procedure.** If the Energy Cooperative Member terminates its participation under this Agreement or breaches this Agreement, or if the Energy Cooperative terminates participation of the Energy Cooperative Member, the Energy Cooperative Member shall bear the full financial responsibility for its commitments to Energy Services Vendors under or through this Agreement. In

addition, the Energy Cooperative Member agrees that it will not be entitled to any funds from the Energy Cooperative after it terminates its participation.

7. **Aggregation Fees.** The Energy Cooperative Member agrees that the Energy Cooperative and its administrator, TASB, shall be fairly compensated for the services provided under and through this Agreement. Therefore, it is agreed that the Energy Cooperative and/or TASB is authorized to receive payment, directly or indirectly, of aggregation, administrative or service fees (collectively "Aggregation Fees") from Energy Services Vendors. The amount of such Aggregation Fees shall be disclosed in the Letter of Commitment, Energy Services Agreement, or any other contract which binds the Energy Cooperative Member to the purchase of energy services. The Energy Cooperative Member understands and agrees that such Aggregation Fees may be included in the price of energy services the Cooperative Member pays the Energy Services Vendor. Further, the Energy Cooperative Member affirmatively disclaims any rights to such Aggregation Fees, acknowledging that all such fees are the property of the Energy Cooperative and/or TASB. Similarly, in no event shall the Energy Cooperative Member be directly responsible for payment of Aggregation Fees.
8. **Distribution.** At the sole discretion of the Energy Cooperative Board of Trustees ("Board"), the Energy Cooperative may issue a distribution to Energy Cooperative Members under a plan developed by the Board. The Energy Cooperative Member acknowledges that a distribution is generally not contemplated, never guaranteed, and depends on the overall financial condition of the Energy Cooperative.
9. **Administration.** The Energy Cooperative may enter into contracts with others, including non-profit associations, for the administration, operation, sponsorship and endorsement of the energy services programs established by the Energy Cooperative as provided for in this Agreement. The Energy Cooperative Member acknowledges and agrees that the Energy Cooperative has contracted with TASB as administrator for the Energy Cooperative and that such relationship is authorized by Section 791.013 of the Texas Government Code.

III. GENERAL PROVISIONS

1. **Amendment by Notice.** The Board may amend this Agreement, provided that prior written notice is sent to the Energy Cooperative Member at least 60 days prior to the effective date of any change described in such amendment and provided that the Energy Cooperative Member does not terminate its participation in the Energy Cooperative before the expiration of said 60 days.
2. **Authorization to Participate and Compliance with Local Policies.** The Energy Cooperative Member represents and warrants that its governing body has duly authorized its participation in the Energy Cooperative and that the Energy Cooperative Member will comply with all state and local laws and policies pertaining to purchasing of energy services, including without limitation electricity, through its membership in the Energy Cooperative.
3. **Bylaws.** The Energy Cooperative Member agrees to abide by the Bylaws of the Energy Cooperative, as they may be amended, and any and all written policies and procedures established by the Energy Cooperative.

4. **Cooperation and Access.** The Energy Cooperative Member agrees that it will cooperate in compliance with any reasonable requests for information and/or records made by the Energy Cooperative. The Energy Cooperative reserves the right to audit the relevant records of any Energy Cooperative Member. Any breach of this provision shall be considered material and shall make the Agreement subject to termination on 10 days written notice to the Energy Cooperative Member.
5. **Coordinator.** The Energy Cooperative Member agrees to appoint a program coordinator for each energy services program in which the Member participates. The coordinator shall have express authority to represent and bind the Energy Cooperative Member, and the Energy Cooperative will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Energy Cooperative Member. The Energy Cooperative Member reserves the right to change the coordinator as needed by giving written notice to the Energy Cooperative. Such notice is not effective until actually received by the Energy Cooperative.
6. **Fiscal Responsibility.**
- (a) The Energy Cooperative Member is not responsible for the payment of any sum of money to the Energy Cooperative, TASB, or an Energy Services Vendor solely by reason of the Member's execution of this Agreement. A payment obligation for the Member will only arise under the terms and provisions of a Letter of Commitment, Energy Services Agreement, or other separate contractual document entered into by the Member.
 - (b) The Energy Cooperative Member hereby warrants that all payments, fees, and disbursements required of it hereunder shall be made from current revenues budgeted and available to the Member.
7. **Defense and Prosecution of Claims.** The Energy Cooperative Member authorizes the Energy Cooperative to regulate the commencement, defense, intervention, or participation in a judicial, administrative, or other governmental proceeding or in an arbitration, mediation, or any other form of alternative dispute resolution, or other appearances of the Energy Cooperative in any litigation, claim or dispute which arises from the services provided by the Energy Cooperative on behalf of its members, collectively or individually. Neither this provision nor any other provision in this Agreement will create a legal duty for the Energy Cooperative to provide a defense or prosecute a claim; rather, the Energy Cooperative may exercise this right in its sole discretion and to the extent permitted or authorized by law. The Energy Cooperative Member shall reasonably cooperate and supply any information necessary or helpful in such prosecution or defense. Subject to specific revocation, the Energy Cooperative Member hereby designates the Energy Cooperative to act as a class representative on its behalf in matters arising out of this Agreement. However, nothing herein shall preclude the Energy Cooperative Member from pursuing, either independently or in conjunction with the Energy Cooperative, a claim against an Energy Services Vendor with whom the Member has a contractual agreement that was entered into through an Energy Cooperative program.
8. **Governance.** The Board will govern the Energy Cooperative in accordance with its Bylaws.

9. **Jurisdiction/Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and, to the extent permitted by law, venue for all disputes arising under this Agreement shall lie in Travis County, Texas.
10. **Legal Authority.** The Energy Cooperative Member represents and warrants to the Energy Cooperative the following:
- (a) It is a political subdivision of the state of Texas and it meets the definition of “Local Government” or “State Agency” under the Interlocal Cooperation Act (“Act”), Chapter 791 of the Texas Government Code.
 - (b) The functions and services to be performed under this Agreement will be limited to “Administrative Functions” as defined in the Act, which includes purchasing.
 - (c) It possesses the legal authority to enter into this Agreement and can allow the Agreement to automatically renew or be amended without subsequent action of its governing body.
 - (d) Purchases made under this Agreement will satisfy all procedural procurement requirements that the Energy Cooperative Member must meet under all applicable local policy, regulation, or state law.
 - (e) All requirements – local or state – for a third party to approve, record or authorize this Agreement have been met.
11. **Disclaimer.** THE ENERGY COOPERATIVE, AND ITS ENDORSER(S) AND SERVICING CONTRACTOR (TASB), DO NOT WARRANT THAT THE OPERATION OR USE OF SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. NEITHER THE ENERGY COOPERATIVE NOR ITS ENDORSER(S) OR SERVICING CONTRACTOR CAN CONTROL THE DELIVERY OF ENERGY SERVICES, INCLUDING WITHOUT LIMITATION THE DELIVERY OR FLOW OF ELECTRICITY OR FUEL, AND NEITHER SHALL HAVE ANY LIABILITY FOR ANY DAMAGES OR CONSEQUENCES THAT MAY OCCUR IF ENERGY SERVICES ARE INTERRUPTED OR NOT TIMELY DELIVERED FOR ANY REASON.

THE ENERGY COOPERATIVE AND ITS ENDORSER(S) AND SERVICING CONTRACTOR HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE AND ACKNOWLEDGE THAT THE CUSTOMER PROTECTION RULES ADOPTED BY THE TEXAS PUBLIC UTILITY COMMISSION (AS CONTAINED IN PUC SUBSTANTIVE RULES 25.471 ET. SEQ.) DO NOT APPLY TO THIS AGREEMENT AND THE ENERGY COOPERATIVE MEMBER WAIVES SUCH CUSTOMER PROTECTION RULES TO THE FULLEST EXTENT PERMITTED BY LAW.

- 12. Limitation of Liability.** Without waiver of the disclaimer or other limitation of liability in this Agreement, the parties agree as follows:
- (a) Neither party waives any immunity from liability afforded under law.
 - (b) In regard to any lawsuit or formal adjudication arising out of or relating to this Agreement, neither party shall be liable to the other under any circumstance for special, incidental, consequential, or exemplary damages.
 - (c) The maximum amount of damages recoverable will be limited to the amount of fees which the Energy Cooperative, its servicing contractor, or endorser(s) received, directly or indirectly, as a direct result of the Energy Cooperative Member's purchase activity within 24 months of when the lawsuit or action was filed. Energy Services Vendors in an Energy Cooperative program are not governed by this provision.
 - (d) In the event of a lawsuit or formal adjudication the prevailing party will be entitled to recover reasonable attorney's fees that are equitable and just.
- 13. Limitation of Rights.** Except as otherwise expressly provided in this Agreement, nothing in this Agreement, is intended to confer upon any person, other than the parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
- 14. Entirety and Effect on Prior Agreements.** Upon taking effect as provided for herein, this Agreement, together with the Energy Cooperative's Bylaws and Charter Interlocal Agreement, represents the complete understanding of the Energy Cooperative and the Energy Cooperative Member. The terms of this Agreement shall control and take precedence over all prior agreements; provided, however, that the terms of a prior agreement between the Energy Cooperative and the Member will govern the Member's participation in any Aggregation Pool or purchase established under such prior agreement.
- 15. Notice.** Unless otherwise provided in this Agreement, any written notice to the Energy Cooperative shall be made by first class mail, postage prepaid, and delivered to Executive Director, Texas Association of School Boards, Inc., P.O. Box 400, Austin, Texas 78767-0400. The Energy Cooperative Member shall designate a general contact person, and notices to the Member that involve general matters may be made by first class mail, postage prepaid, and delivered to such contact person or the Member's chief executive officer (e.g., superintendent, city manager, county judge or mayor). Notices regarding specific Energy Cooperative programs may be made by first class mail, postage prepaid, and delivered to the program coordinator designated by the Member.
- 16. Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- 17. Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party will not affect the validity, enforceability or binding effect of this Agreement because either party may rely upon a facsimile or imaged signature as if it were an original. Furthermore, this

Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

- 18. Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

WHEREFOR, the parties, acting through their duly authorized representatives, accept this Agreement.

TASB ENERGY COOPERATIVE

By: _____ Date: _____
Dan Troxell, Ph.D., Secretary

TO BE COMPLETED BY ENERGY COOPERATIVE MEMBER:

(Name of Local Government)

By: _____ Date: _____
Signature of authorized representative

Printed name and title of authorized representative

General Contact for the Energy
Cooperative Member: _____

Name

Mailing Address

City

Texas, _____

(zip)

Telephone

Fax

Email

BOARD RESOLUTION

of

(Name of Local Government)

TASB Energy Cooperative

WHEREAS, the above-named entity, (hereinafter “Energy Cooperative Member”) desires to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (“Act”), and has elected to be an Energy Cooperative Member in the TASB Energy Cooperative (hereinafter “Energy Cooperative”), a local government purchasing energy cooperative program created by local governments in accordance with and pursuant to the Act and Section 271.101, *et seq.*, of the Texas Local Government Code; and

WHEREAS, the Energy Cooperative Member is of the opinion that participation in the Energy Cooperative’s purchasing program will be highly beneficial through the efficiencies and potential savings to be realized; and

WHEREAS, the Energy Cooperative Member has reviewed the Interlocal Participation Agreement (“Agreement”) and seeks to adopt such Agreement in order to become a member of, and participate in, the Energy Cooperative;

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Trustees hereby adopts the above-referenced Agreement as presented, thereby becoming a member of the TASB Energy Cooperative; and

2. The Board of Trustees authorizes its Board President, Superintendent or the Superintendent’s designee to execute the Interlocal Participation Agreement which includes the adoption and approval of the Charter Interlocal Agreement previously executed and adopted by two or more local governments.

PASSED AND ADOPTED at a meeting of the Board as of the following date:

_____.

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

*TASB Energy Cooperative Electricity Purchasing Program
Required Disclosure Statement*

The TASB Energy Cooperative (“Cooperative”) electricity purchasing program is available to local governmental entities located in areas of Texas with retail electric competition who have executed an Interlocal Participation Agreement with the Cooperative (“Cooperative Members”). The Cooperative is administered by the Texas Association of School Boards, Inc. The regulations of the Public Utility Commission of Texas require that TASB disclose the following information to Cooperative Members that seek to purchase electricity through the Cooperative’s purchasing program:

1. Texas Association of School Boards, Inc. (“TASB”) is registered with the Public Utility Commission of Texas as an electricity aggregator (Registration No. EL020123) and as an electricity broker (Registration No. BR190573). TASB’s mailing address is 12007 Research Blvd., Austin, Texas 78759.
2. TASB is not affiliated with any electric utility or any retail electric provider (“REP”).
3. TASB serves as the administrator for the Cooperative. In that role, TASB assists the Cooperative in the selection of a REP for the Cooperative’s electricity purchasing program. The Cooperative and TASB are not responsible for addressing customer service issues relating to the electric service a Cooperative Member receives from the selected REP. The Cooperative receives an administrative fee from the selected REP, a portion of which is paid to TASB to compensate TASB for the administrative services it provides to the Cooperative.
4. The Cooperative electricity purchasing program is a voluntary program and a Cooperative Member is given the opportunity, but is not required, to purchase electricity from the selected REP. No specific action is required for a Cooperative Member to end its participation in the Cooperative electricity purchasing program; provided, however that a Cooperative Member who has executed a retail electricity service agreement with the selected REP has a contractual obligation under that agreement to purchase electricity from that REP until the end of the specified contract term.
5. Any questions related to the Cooperative’s electricity purchasing program or TASB’s administration of the program may be addressed to Mark Wey, Division Director, TASB Business Services Sales and Marketing, at 800-580-8272 or mark.vey@tasb.org. Inquiries or complaints related to the brokerage services provided by TASB may be addressed to the Public Utility Commission of Texas, Customer Protection Division at 888-782-8477 or at customer@puc.texas.gov.

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
06-20-2022	☐	☐	☐	☐	☐
Subject:	PORTABLE RELOCATION				
Presenter or Contact Person:	Alfred Gaches, Executive Director for Operational Services				
Policy/Code:	N/A				
Summary:	Relocation of the portable classroom from Zellars to Oakpoint.				
Financial Implications:	Bid not yet received.				
Attachments:	Under separate cover				
Recommendation	The Administration recommends approval of funds for relocation of portable classrooms as presented.				
Motion:	I move the Board approve funds for relocation of portable classrooms as presented.				

SFCC

Sports Facilities Construction Company

12600 Preston Road

(214)-387-7987 Tel ♦ Frisco, Texas 75033 ♦ (214) 387-7987 Fax

PROPOSAL #22BM041L

Oak Point Portable Relocation

DATE:5/28/22	FROM: Brandon Marris Cell: 972-839-7410
TO: LITTLE ELM ISD	PROJECT: Oak Point Portable Relocation
ATTN: Danny Cogdell	ADDRESS: 401 Shahan Prairie
ADDRESS: 4415 E. Dickson	CITY: Oak Point, Tx 75068
CITY: Little Elm, Tx 75068	
TELE: 940-594-3947	PAGE [S] 1
FAX:	

As requested by Little Elm I.S.D., SFCC has agreed to perform the following work and to price all work according to the 2022 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

Using an approved vendor SFCC will relocate portable from Zellars to Oak Point. We will disconnect electrical and leave boxes in ground for further use. We will disconnect the transformer and relocate it to Oak Point. Once we drop the portable in the new location we will tie electrical into the main pannel. We will also run decking to abide by ADA standards. We will also build a wall to separate into two classrooms, and we will put in data drops and outlets for teacher work stations.

EXCLUSIONS

Taxes, bonds, permits, fees, data, fire, technology, engineer, lift, Sidewalk

TOTAL AMOUNT

\$86,978.00

IF BOND IS REQUIRED ADD 2.5% (\$2,174.45) = \$89,152.45

Payment terms: 30days

Accepted for:
SFCC, Inc.

Accepted for Customer

Authorized Signature

Date

Authorized Signature

Date

This bid is valid for 30 days.

Please print name & title

Board Agenda Item

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

Board Mtg. Date 06-20-2022	Reports of the Superintendent ☐	Action Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Other ☐
Subject:	GIFTS AND DONATIONS				
Presenter or Contact Person:	Jesse Wyse, Director of Budget and Finance				
Policy/Code:	Other Revenues – Grants from Private Sources – CDC (LOCAL)				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability				
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 as submitted.				
Motion:	I move the Board approve the acceptance of gifts and donations as submitted.				

**LITTLE ELM INDEPENDENT SCHOOL DISTRICT
NEW DONATIONS
June 2022**

Donations Less than \$2,500

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Prestwick Elementary	461	Albertsons	Teacher incentives	05/13/22	191.99		191.99
					191.99	-	191.99

Donations \$2,500 and Greater

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Prestwick Elementary	461	Prestwick Elementary PTA	Gaga ball, backdrop for photos, educational supplies, color paper rolls, Lobo Closet to store extra clothes for students in need	05/20/22	12,300.00		12,300.00
					12,300.00	-	12,300.00

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Board Agenda Item

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

Board Mtg. Date 6-20-2022	Reports of the Superintendent ☐	Action Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Other ☐
Subject:	ACCESS DRIVE AT STIKE MIDDLE SCHOOL				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Strategic Plan Goal:	To ensure fiscal health & sustainability.				
Summary:	Requesting approval of the Master Budget, including JOC costs, for adding a new entrance drive from Lebanon at Strike Middle School.				
Financial Implications:	The Master Budget includes two parts, one private and one public, that need to be considered. The cost for the private work is \$498,782, and the cost for the public work is \$284,150. These will be paid out of the "Misc. Exterior Capital Improvements" line in the 2017 Bond.				
Attachments:	JOC Proposals & Master Budget including shared costs, for a total project cost of \$967,225.20.				
Recommendation:	The Administration recommends the approval of this Project/Budget as presented, and to authorize the Superintendent or his designee to execute any required contract documents.				
Motion:	I move the Board approve this Project/Budget as presented, and authorize the Superintendent or his designee to execute any required contract documents.				



STRIKE MIDDLE SCHOOL Labanon Entry Drive

		Budget
Description		Amount
01	Construction Activities	\$861,225.20
	Public ROW Scope	\$284,150.00
	Private, On-site Scope	\$498,782.00
	Contingency	\$78,293.20
00	A/E Fees	\$10,000.00
	Civil Engineering	\$10,000.00
02	Third Party Vendors	\$0.00
03	Third Party Consultants	\$45,000.00
	Materials Testing	\$45,000.00
04	Permits & Fees	\$1,000.00
	Legal Allowance	\$1,000.00
	Other	\$0.00
05	Miscellaneous Costs	\$0.00
	Printing / Miscellaneous Costs	\$0.00
06	Owner's Contingency	\$50,000.00
		\$50,000.00

Total Project Budget

\$967,225.20



507 Exposition Ave. • Dallas, TX 75226 • 972.226.4704 • 972.226.6133

June 3, 2022

Rick Martin
Little Elm ISD
Executive Director of Construction & Operations
300 Lobo Lane
Little Elm, Texas 75068

Subject: Little Elm Independent School District – Off-Site Paving Addition for
New Strike Middle School Additional Drive and Drainage Modifications

Dear Mr. Martin:

Big Sky Construction would like to express our interest in providing construction services for the Job Order Contracting: New Strike Middle School Additional Drive Drainage Modifications JOC for the Little Elm Independent School District. Big Sky Construction is an established firm serving the DFW area for over 30 years and is a seasoned contractor offering expertise, commitment and experience serving school districts in the DFW area. Our high percentage of repeat business from existing public sector clients attests to our dependability delivering the highest quality construction given the budget, consistently meeting our clients' schedules, and a constant high level of attentive, proactive care for the needs of your staff and your taxpayer throughout every phase of the project.

Included within this submission, per the RFP, is:

New Strike Middle School – Off-Site Paving Addition	Amount: \$284,150.00
Includes: New 8" concrete paving for median left turn lane and decel turn lane per plans and local building requirements. All demolition, subgrade prep and landscape repair included.	Per plans by Glenn Engineering with city revisions for Town of Little Elm comments dated May 7, 2022
Excludes: On-site paving. Cutting, capping, relocating or replacing existing utilities, related vaults and valves. Materials testing.	

Thank you for your invitation to submit on this project. We are confident you will select Big Sky Construction to best meet your needs and look forward to hitting the ground running at the very outset of your decision.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Long", is written over a faint circular blue stamp.

Robert Long
President
Big Sky Construction Co., Inc.



507 Exposition Ave. • Dallas, TX 75226 • 972.226.4704 • 972.226.6133

June 3, 2022

Rick Martin
Little Elm ISD
Executive Director of Construction & Operations
300 Lobo Lane
Little Elm, Texas 75068

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New Strike Middle School Additional Drive and Drainage Modifications

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Included within this submission, per the RFP, is:

New Strike Middle School – On-Site Paving Addition	Amount: \$498,782.00
Includes: New concrete firelane, sidewalk, parking, and drainage modifications per plans and local building code. Demolition, grading, subgrade prep, landscape and irrigation repair.	Per plans by Glenn Engineering with city revisions for Town of Little Elm comments dated May 7, 2022
Excludes: Off-site paving, Utility relocate and or repair. Materials Testing	

Thank you for your invitation to submit on this project. We are confident you will select Big Sky Construction to best meet your needs and look forward to hitting the ground running at the very outset of your decision.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robert Long", is written over a faint circular blue line.

Robert Long
President
Big Sky Construction Co., Inc.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date
6-20-2022

Reports of the
Superintendent

☐

Action
Item

☐

Consent
Agenda ☒

Reports,
Routine
Monthly

☐

Other

☐

Subject:

Concrete Drive Replacement Between Lakeside & Powell

**Presenter or Contact
Person:**

Rick Martin, Executive Director of Construction

Policy/Code:

CVD (LOCAL)

Strategic Plan Goal:

To ensure fiscal health & sustainability.

Summary:

Requesting approval to replace a portion of the public access drive between Lakeside and Powell.

**Financial
Implications:**

The proposal from North Texas Contracting is for \$31,310.00. This will be paid out of the "Misc. Exterior Capital Improvements" line in the 2017 Bond.

Attachments:

NTC Proposal

Recommendation:

The Administration recommends the approval of this Project/Proposal as presented, and to authorize the Superintendent or his designee to execute any required contract documents.

Motion:

I move the Board approve this Project/Proposal as presented, and authorize the Superintendent or his designee to execute any required contract documents.



CHANGE DESCRIPTION:
DRIVE REPAIR LAKESIDE ADMIN CENTER

MAJOR QUANTITIES: NET IMPACT	TIME IMPACT (DAYS)
SAWCUT/DEMO/HAUL OFF OF CONCRETE	1
GRADING AND COMPACTION	1
FORM AND TIE REBAR	1
PLACE AND FINISH CONCRETE	0.5
WRECK FORMS AND CLEANUP	0.5
TOTAL	4

LABOR BREAKDOWNS (10 HOUR DAYS)	REGULAR HOURS	REGULAR RATES	OT HOURS	OT RATES	TOTAL AMOUNT
DESCRIPTION					
SUPERINTENDENT	20.0	\$ 61.25		\$ 91.88	\$ 1,225.00
FORMEN	40.0	\$ 49.50		\$ 74.25	\$ 1,980.00
OPERATOR	40.0	\$ 28.50		\$ 42.75	\$ 1,140.00
LABORER - SKILLED	80.0	\$ 25.50		\$ 38.25	\$ 2,040.00
LABORER - SEMI SKILLED	80.0	\$ 23.50		\$ 35.25	\$ 1,880.00
TRUCK DRIVER	14.0	\$ 27.00		\$ 40.50	\$ 378.00
				LABOR SUBTOTAL	\$ 8,643.00

EQUIPMENT (SEE ATTACHED BLUE BOOK RATES)	UNIT	REGULAR HOURS	REGULAR RATES	TOTAL AMOUNT
DESCRIPTION				
LOADER (250 CLASS)	HR	50.0	\$ 59.11	\$ 2,955.50
MINI EXCAVATOR	HR	50.0	\$ 28.20	\$ 1,410.00
SKID STEER	HR	50.0	\$ 45.30	\$ 2,265.00
JUMPING JACK/RAMMER	HR	10.0	\$ 5.90	\$ 59.00
HAMMER DRILL	HR	10.0	\$ 3.04	\$ 30.40
CUT OFF SAW	HR	10.0	\$ 9.52	\$ 95.20
GENERATOR	HR	10.0	\$ 10.12	\$ 101.20
TANDAM HAUL TRUCK (HAUL OFF DEMO)	HR	10.0	\$ 74.10	\$ 741.00
HAUL TRUCK WITH LOW BOY (MOBILIZATION)	HR	4.0	\$ 103.91	\$ 415.64
			EQUIPMENT SUBTOTAL	\$ 8,072.94

MATERIALS / MISCELL	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
DESCRIPTION				
READY MIX CONCRETE	CY	25	\$ 162.00	\$ 4,050.00
CONCRETE DELEVERY FEE	EA	3	\$ 50.00	\$ 150.00
REBAR REINFORCMENT	LBS	888	\$ 0.85	\$ 754.80
DOWELS	EA	48	\$ 2.82	\$ 135.36
EPOXY	EA	8	\$ 69.25	\$ 554.00
PAVING CHAIRS	SF	768	\$ 0.10	\$ 76.80
FORM MATERIAL	LF	64	\$ 2.75	\$ 176.00
EXPANSION MATERIAL	LF	50	\$ 3.25	\$ 162.50
CURING COMPOUND	EA	2	\$ 7.50	\$ 15.00
			\$ -	\$ -
			MATERIAL SUBTOTAL	\$ 6,074.46

SUBCONTRACTORS	UNIT	QUANTITY	UNIT PRICE	TOTAL AMOUNT
DESCRIPTION				
DEMO SAW CUTTERS	EA	1	\$ 1,500.00	\$ 1,500.00
GREEN SAW CUTTERS	EA	1	\$ 500.00	\$ 500.00
			\$ -	\$ -
			SUBCONTRACT SUBTOTAL	\$ 2,000.00

TOTALS & MARK UP SUMMARY	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL AMOUNT
BARE LABOR COST	1	LS	\$ 8,643.00	\$ 8,643.00
LABOR BURDENS	42.5%	PCT	\$ 8,643.00	\$ 3,673.28
LABOR MARKUP	10%	PCT	\$ 12,316.28	\$ 1,231.63
EQUIPMENT SUBTOTAL	1	LS	\$ 8,072.94	\$ 8,072.94
EQUIPMENT MARKUP	10%	PCT	\$ 8,072.94	\$ 807.29
MATERIALS SUBTOTAL	1	LS	\$ 6,074.46	\$ 6,074.46
MATERIALS MARKUP	10%	PCT	\$ 6,074.46	\$ 607.45
SUBCONTRACTOR SUBTOTAL	1	LS	\$ 2,000.00	\$ 2,000.00
SUBCONTRACTOR MARKUP	10%	PCT	\$ 2,000.00	\$ 200.00
			COST TOTAL	\$ 31,310.04
			COST TOTAL, ROUNDED	\$ 31,310.00

NOTES

1. PAVEMENT MARKINGS BY OTHERS.
2. 8" CONCRETE IN LIEU OF LIME STABILIZATION.
3. IF LIME IS REQUIRED, LIME WILL BE BY OTHERS.
4. NO ADJUSTMENT OR RELOCATION OF UTILITIES.
5. PRICING IS TO DEMO AND REPLACE ONE 24'x32' PANEL.
6. PRICING MUST BE APPROVED AND PERFORMED BY 7/1/22. NTC RESERVES THE RIGHT TO REPRICE AFTER THIS DATE.
7. DUE TO CURRENT SITE CONDITIONS, NTC DOES NOT GUARANTEE DRAINAGE.