



Little Elm ISD

Regular Meeting

Monday, October 19, 2020 6:00 PM

Agenda of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD will be held October 19, 2020, beginning at 6:00 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, and 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. Governor Abbott's Resolution - Texas Education Human Resources Day
Presenter: Ross Roberts
7. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
8. Reports of the Superintendent
 - A. Little Elm Police Department's Yearly Update to the LEISD Board of Trustees 6
Presenter: Ross Roberts
 - B. LOBO Collegiate Academy Update 7
Presenter: Ross Roberts
 - C. Curriculum and Learning Update 8
Presenter: Dr. Cyndy A. Mika
 - D. COVID Update 22
Presenter: Ross Roberts
 - E. Little Elm ISD Comprehensive Energy Plan 23
Presenter: Rod Reeves

F. 2nd Quarter 2020 Growth Report Presenter: Rod Reeves	25
9. Approval of Minutes	
A. Consider approval of Regular Meeting Minutes - 9/21/2020 Presenter: Sonia S. Flores	39
10. Action Items	
A. Consider approval of Six (6) General Education Teacher FTEs Presenter: Asheley Brown	45
B. Consider approval of Revised 2020-2021 LEISD Calendar Presenter: Dr. Cyndy A. Mika	54
C. Consider approval of Order Authorizing Issuance Bonds Presenter: Grant Anderson	56
D. Consider approval of Order Authorizing Refunding of Bonds Presenter: Grant Anderson	160
E. Consider approval of Financial Reports - August 2020 Presenter: Grant Anderson	219
F. Consider approval of Little Elm ISD Interlocal Summary Report Presenter: Grant Anderson	255
G. Consider approval of Little Elm ISD Contract Summary Report Presenter: Grant Anderson	257
H. Consider approval of Little Elm ISD Expenditures over \$50,000 Summary Report Presenter: Grant Anderson	259
I. Consider approval of Refresh of Students and Teacher Devices Presenter: Grant Anderson	261
J. Consider approval of Letter to Commissioner Presenter: Dan Blackwood	263
K. Consider approval of Letter to Commissioner Presenter: Melissa Myers	266
11. Consent Agenda	
A. Consider approval of Maximum Class Size Exemptions - Class Size Waivers Presenter: Asheley Brown	267
B. Consider approval of 2020-2021 Campus Performance Objectives Presenter: Dr. Ashley Glover	269
C. Consider approval of 2020 Tax Roll Presenter: Grant Anderson	338
D. Consider approval of Gifts and Donations Presenter: Grant Anderson	341
E. Consider approval of Interlocal Cooperation Agreement between The City of The Colony and Little Elm Independent School District Presenter: Rod Reeves	343
F. Fifth Amendment to Real Estate Contract with TP Westbury IV, LLC (Prestwick) Presenter: Rod Reeves	357

12. Board President Comments
Presenter: David Montemayor
13. Board Comments
14. Superintendent Comments
15. 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 10-19-2020	Reports of the Superintendent <input checked="" type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	LITTLE ELM POLICE DEPARTMENT'S YEARLY UPDATE TO THE LEISD BOARD OF TRUSTEES				
Presenter or Contact Person:	Ross Roberts, Deputy Superintendent				
Policy/Code:	AE (Local)				
Strategic Plan Goal:	Community Engagement-We will communicate with the LEISD community to build trust, support, and involvement.				
Summary:	Chief Rodney Harrison will share a "state of the department" address to the LEISD Board of Trustees.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input checked="" type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	LOBO COLLEGIATE ACADEMY UPDATE				
Presenter or Contact Person:	Ross Roberts, Deputy Superintendent				
Policy/Code:	N/A				
Strategic Plan Goal:	We will engage each student in learning experiences that increase student growth ad achievement.				
Summary:	LEISD Administration will present a summary of findings from the 2019-2020 Safety and Security Audit.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input checked="" type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	CURRICULUM AND LEARNING UPDATE				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	N/A				
Strategic Plan Goal:	<p>We will provide a guaranteed & viable curriculum that ensures all students have equal learning opportunities.</p> <p>We will engage each student in learning experiences that increase student growth and achievement.</p> <p>We will engage each employee in meaningful learning experiences that support student success.</p>				
Summary:	The District will provide the Board with a curriculum and learning update.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Curriculum and Learning Update October 2020				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Curriculum and Learning Update



Little Elm ISD
Engage Equip Empower

October 2020

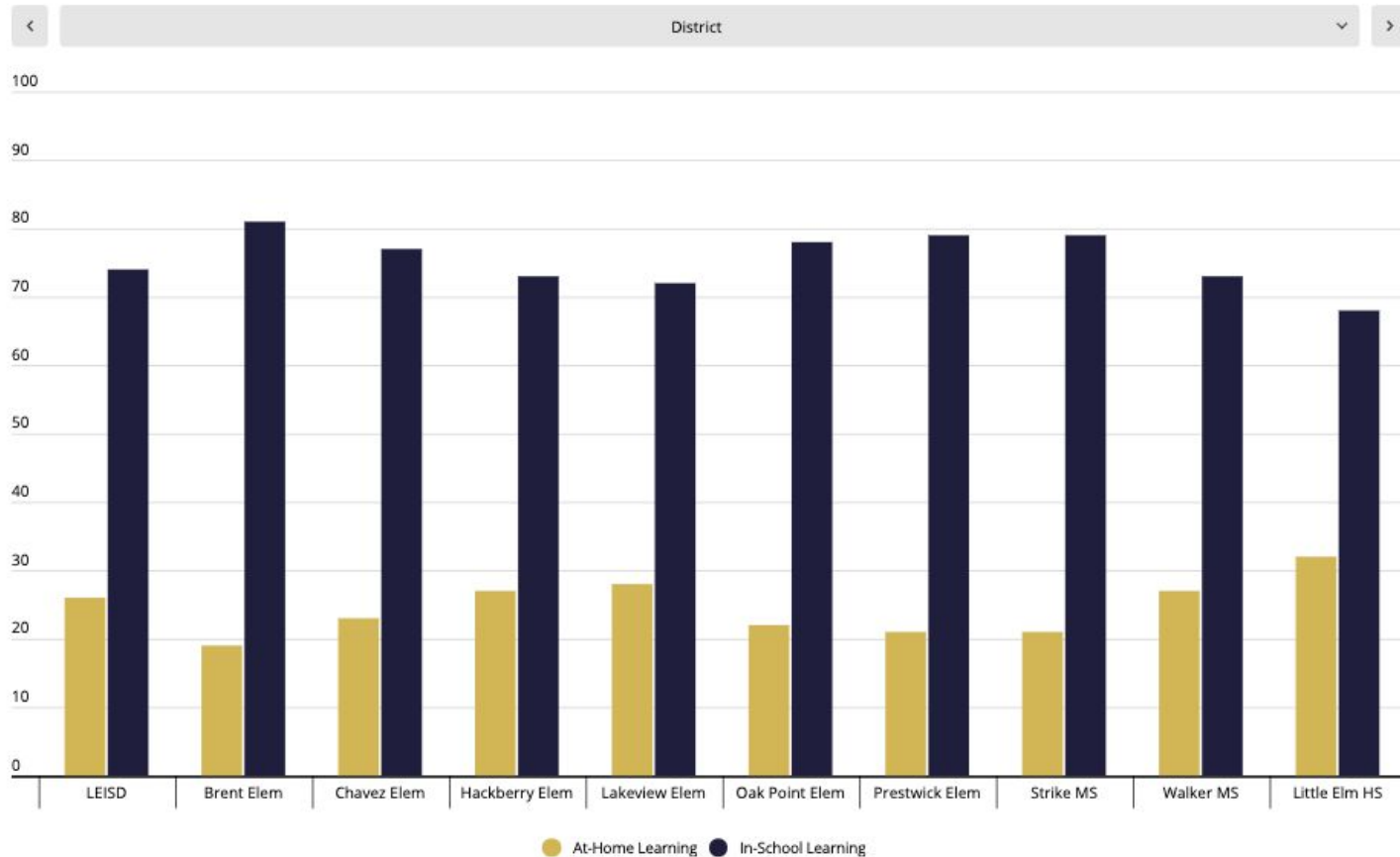
INSTRUCTIONAL MODALITY COMMITMENT CHANGES Q2

	In-School to At-Home	At-Home to In-School	# At Home Learners in Q1	% Returning to In-School	Total Change Requests
Brent	4	121	265	45.66%	125
Chavez	5	71	195	36.41%	76
Hackberry	0	118	309	38.19%	118
Lakeview	3	62	242	25.62%	65
Oak Point	2	121	303	39.93%	123
Prestwick	0	46	133	34.59%	46
Strike	4	111	311	35.69%	115
Walker	7	126	384	32.81%	133
LEHS	88	315	1012	31.13%	403
District	113	1091	3154	34.59%	1204



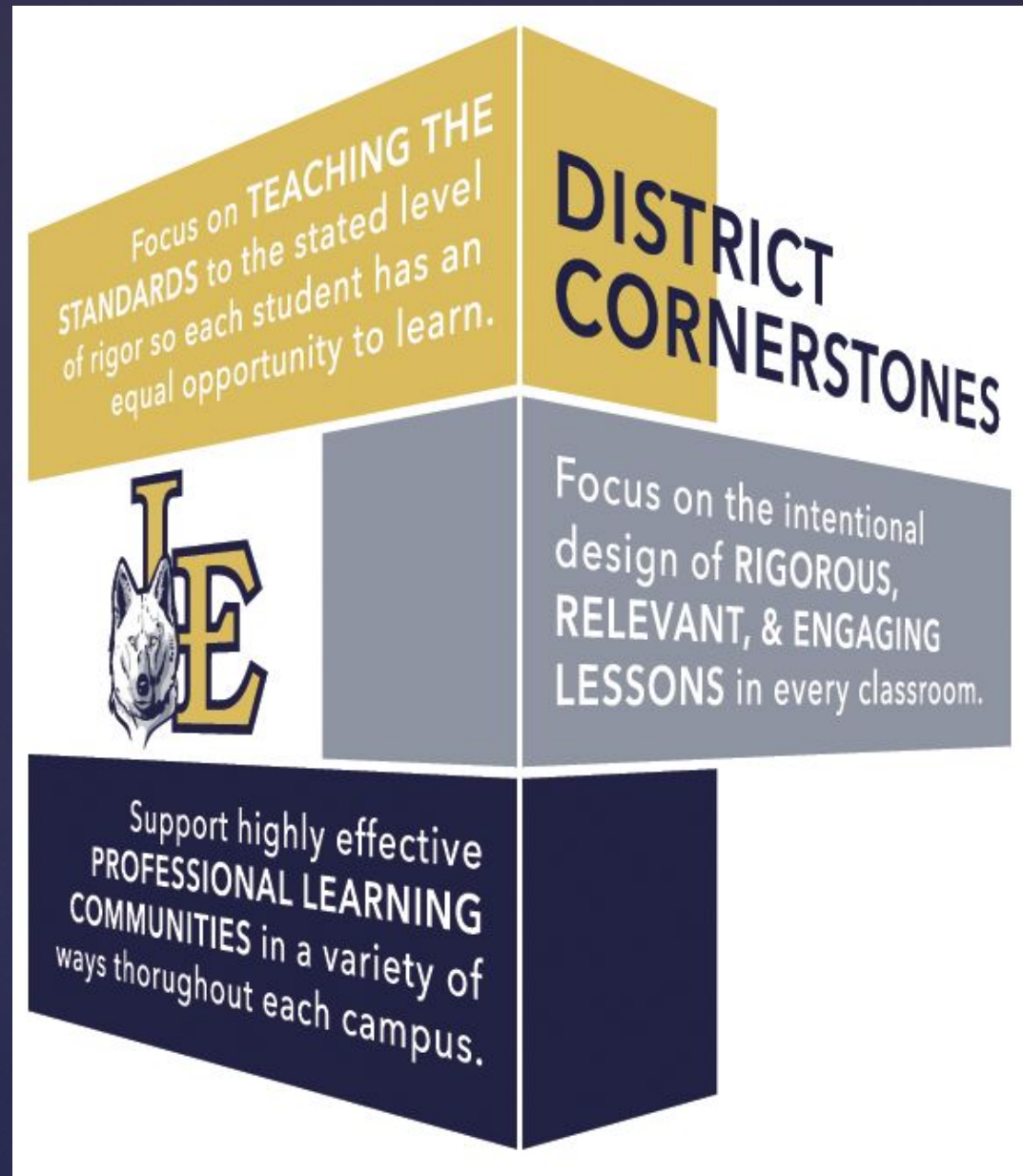
Little Elm ISD
Engage Equip Empower

INSTRUCTIONAL MODALITY COMMITMENT DASHBOARD UPDATED



Little Elm ISD
Engage Equip Empower

<https://www.littleelmisd.net/Page/6950>



Little Elm ISD

Engage Equip Empower

EXCELLENCE

COMMITMENT TO EXCELLENCE PROCESS



Little Elm ISD

Engage Equip Empower



Brent	Each student will have a minimum of one years growth in Reading and Math through a focus on Tier 1 instruction and SEL in the classroom.		
Measure	Measurement	March	June
Student	MAP: Student Growth		
Student	STAAR Meets		
Student	STAAR Masters		
Teacher Fidelity	Walkthroughs		
Chavez	One years growth for each student in the areas of reading and math as evidenced by MAP Scores.		
Measure	Measurement	March	June
Student	MAP: Student Growth		
Student	STAAR Meets		
Student	STAAR Masters		
Teacher Fidelity	Walkthroughs		
Hackberry	Through planning and targeted instruction each Hackberry student makes one years growth in the area of reading and math.		
Measure	Measurement	March	June
Student	MAP: Student Growth		
Student	STAAR Meets		
Student	STAAR Masters		
Teacher Fidelity	Walkthroughs		

Lakeview		One year's growth for each student in the areas of reading and math as evidenced by DRA and MAP assessments.	
Measure	Measurement	March	June
Student	MAP: Student Growth		
Student	STAAR Meets		
Student	STAAR Masters		
Teacher Fidelity	Walkthroughs		
Oak Point		By strengthening our campus instruction, in both in person AND remote learning, each student at Oak Point Elementary will show a minimum of one years worth of growth as measured by our campus MAP and HMH data in the areas of math and reading.	
Measure	Measurement	March	June
Student	MAP: Student Growth		
Student	STAAR Meets		
Student	STAAR Masters		
Teacher Fidelity	Walkthroughs		
Prestwick		Prestwick Elementary will add value to each learner on our campus. This may be defined as one years (minimum) growth per learner.	
Measure	Measurement	March	June
Student	MAP: Student Growth		
Student	STAAR Meets		
Student	STAAR Masters		
Teacher Fidelity	Walkthroughs		



Strike MS	Teachers will utilize authentic literacy strategies for students to process information in a variety of ways in all classes: <i>listening, speaking, reading, and writing on a regular basis</i> so at least 75% of learners meet or exceed one year's growth.		
Measure	Measurement	March	June
Student	MAP: Student Growth		
Student	STAAR Meets		
Student	STAAR Masters		
Teacher Fidelity	Walkthroughs		
Walker MS	Each classroom teacher will implement daily small group instruction, focused on listening, speaking, reading, and writing skills (ELPS) to meet each student's growth goal on the Reading MAP assessment.		
Measure	Measurement	March	June
Student	MAP: Student Growth		
Student	STAAR Meets		
Student	STAAR Masters		
Teacher Fidelity	Walkthroughs		
Zellers Alternative Center	We will continue to design and implement quality literacy and social emotional teaching practices for all Zellers students (both in-person and at-home) to ensure future college, career and social emotional success.		
Measure	Measurement	March	June
Student	December EOC Passes		
Student	Dec EOC Meets/Masters		
Student	May EOC Passes		
Student	May EOC Meets/Masters		



Little Elm ISD

Engage Equip Empower

LEHS		Little Elm High School will increase the number of students attaining their College, Career, and Military Readiness point prior to graduation by increasing rigor, relevance, and engagement in ELA and Math in order to positively affect outcome scores on SAT, ACT, AP, and TSI exams and completion of On Ramps and Dual Credit courses.	
Measure	Measurement	March	June
Student	SAT		
Student	ACT		
Student	TSI		
Student	AP		
Student	Dual Credit		
Student	On Ramps		
Student	CCMR Points		
Teacher Fidelity	Walkthroughs		

Learning For Leaders

Focused on Instructional Leadership

October:
Book Clubs

Elementary Reading Academies

Secondary Instructional Look Fors



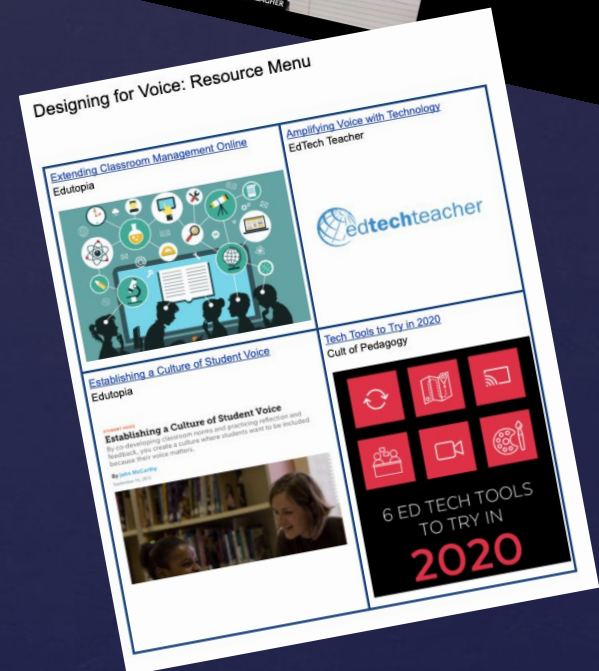
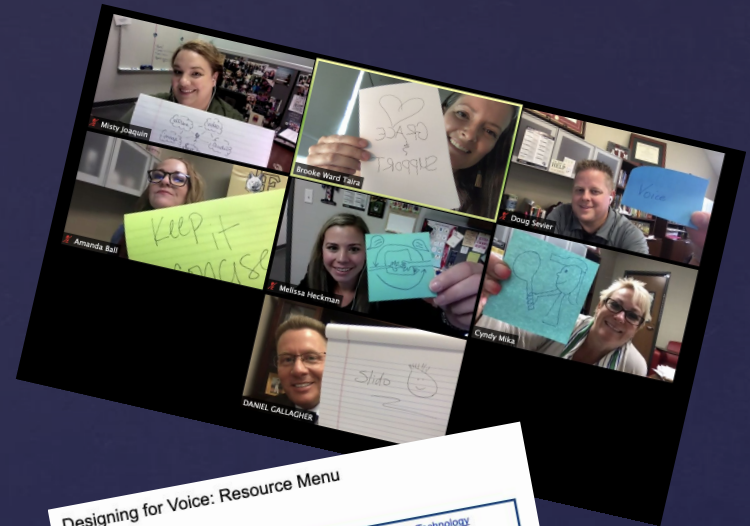
Little Elm ISD
Engage Equip Empower

BITE-SIZE PL OPPORTUNITIES

Focused on Instructional Strategies

ICLE Web-Series
Collaborating to Learn:
Success in Any Modality

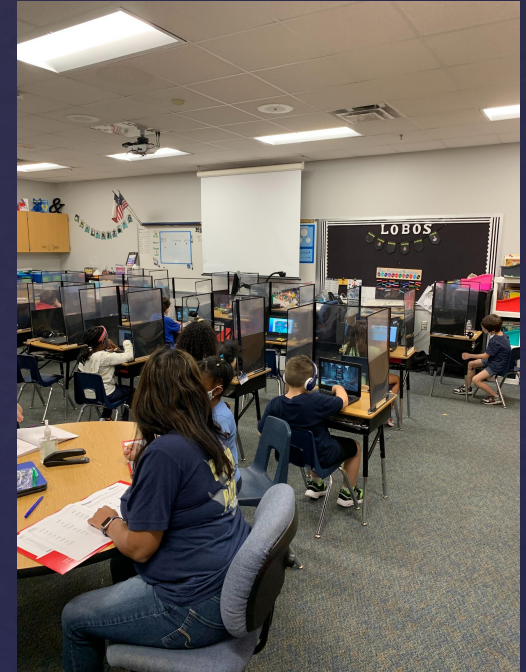
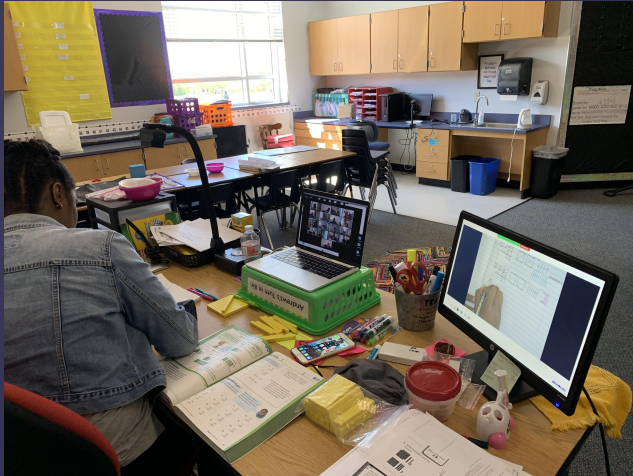
ELLEVATION Strategies



Little Elm ISD
Engage Equip Empower

classrooms VISITS

Focused on Instruction



Little Elm ISD
Engage Equip Empower

Questions?



21



Little Elm ISD

Engage Equip Empower

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input checked="" type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	COVID UPDATE				
Presenter or Contact Person:	Ross Roberts, Deputy Superintendent				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	LEISD Administration will update the Board of Trustees on Covid-19 status.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Board Agenda Item

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

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input checked="" type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	LITTLE ELM ISD COMPREHENSIVE ENERGY PLAN				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	N/A				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability				
Summary:	<p>This report for the Little Elm Independent School District is a district wide comprehensive energy plan. The plan consists of four major components. First, is the utility assessment that describes results of an engineering and financial analysis from SIEMENS and provides savings calculation methodology associated with the major of LEISD facilities, along with conservation measures recommended to the District. Secondly, the report documents capital improvements and recommends upgrade of existing HVAC equipment, LED lighting retrofits, building envelope weatherization and irrigation IoT controls. This portion is vital to ensure District equipment is up to date and energy efficient. The third section is automation. Automation technologies will be incorporated to monitor energy consumption and be adjusted to maximize energy savings. The final section is that of community engagement. Community engagement is how all LEISD students and staff play a role in the saving of energy.</p>				
Financial Implications:	The financial implications will be described within the Board presentation.				
Attachments:	Under separate cover				

Recommendation: Item is for informational purposes only. No recommendation is necessary.

Motion: Item is for information purposes only. No motion is necessary.

Board Agenda Item

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

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input checked="" type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	2ND QUARTER 2020 GROWTH REPORT				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	N/A				
Strategic Plan Goal:	Ensuring Fiscal Health & Sustainability				
Summary:	Little Elm ISD growth reports provide quarterly data on the economic status, housing analysis, future developments, student enrollment history and student forecast for the Dallas/Fort Worth area and the District.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	LEISD 2nd Quarter 2020 Growth Report				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for information purposes only. No motion is necessary.				



Little Elm
Independent
School
District

Quarterly Report 2Q20



TEMPLETON
DEMOGRAPHICS

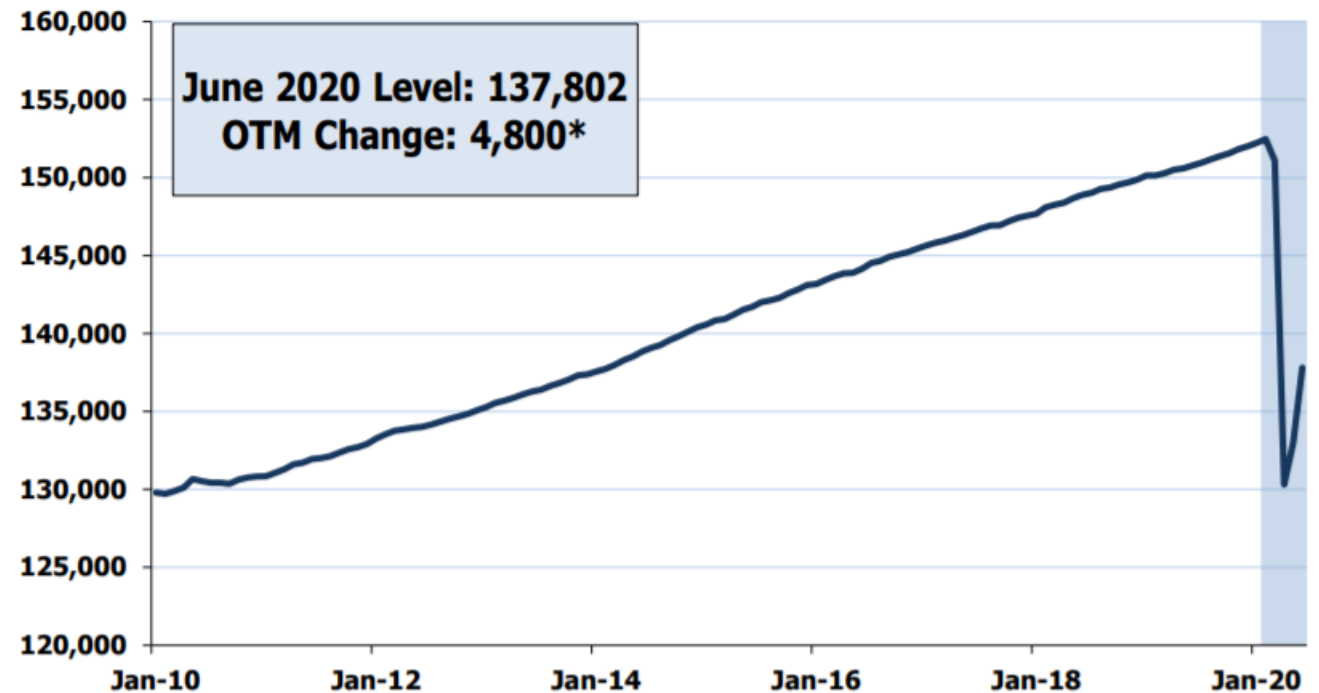


Impacts of COVID-19 ...

- Total employment began to rise in May after states began reopening procedures, adding 2.7 million jobs in May and 4.8 million jobs in June
- But, 36% of states representing 50% of national GDP have either reversed or paused reopening as cases rose in July
- Leisure and hospitality and retail trade accounted for the largest share of the employment increase, after accounting for the largest declines
- Employment is roughly 14.7 million jobs below pre-pandemic level, only 1/3rd of the job losses have returned
- US Unemployment Rate: 13.3%

Employment in total nonfarm January 2010–June 2020

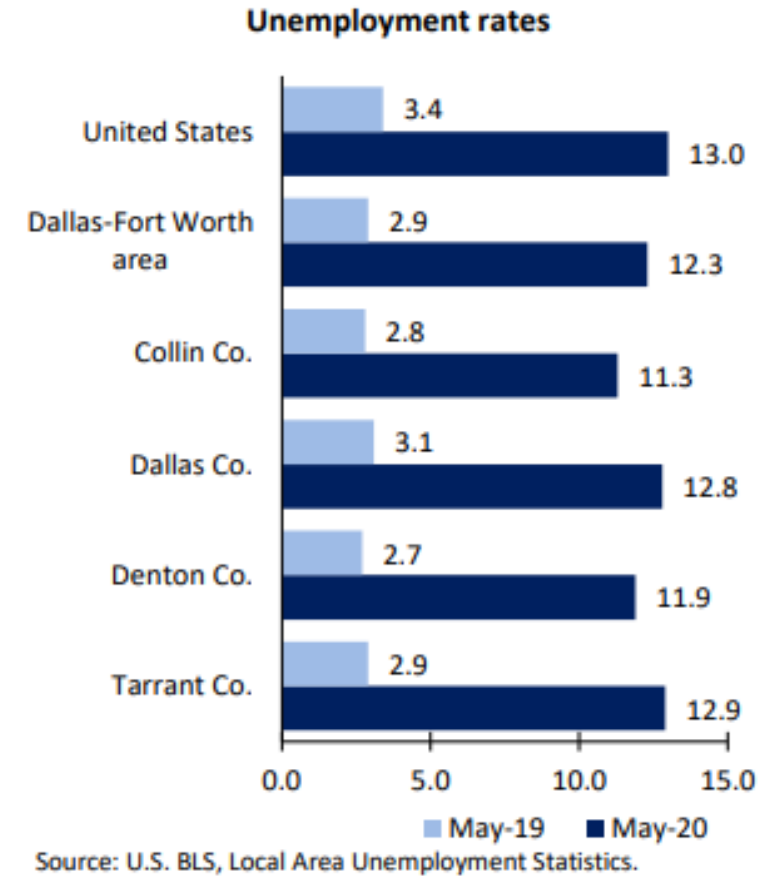
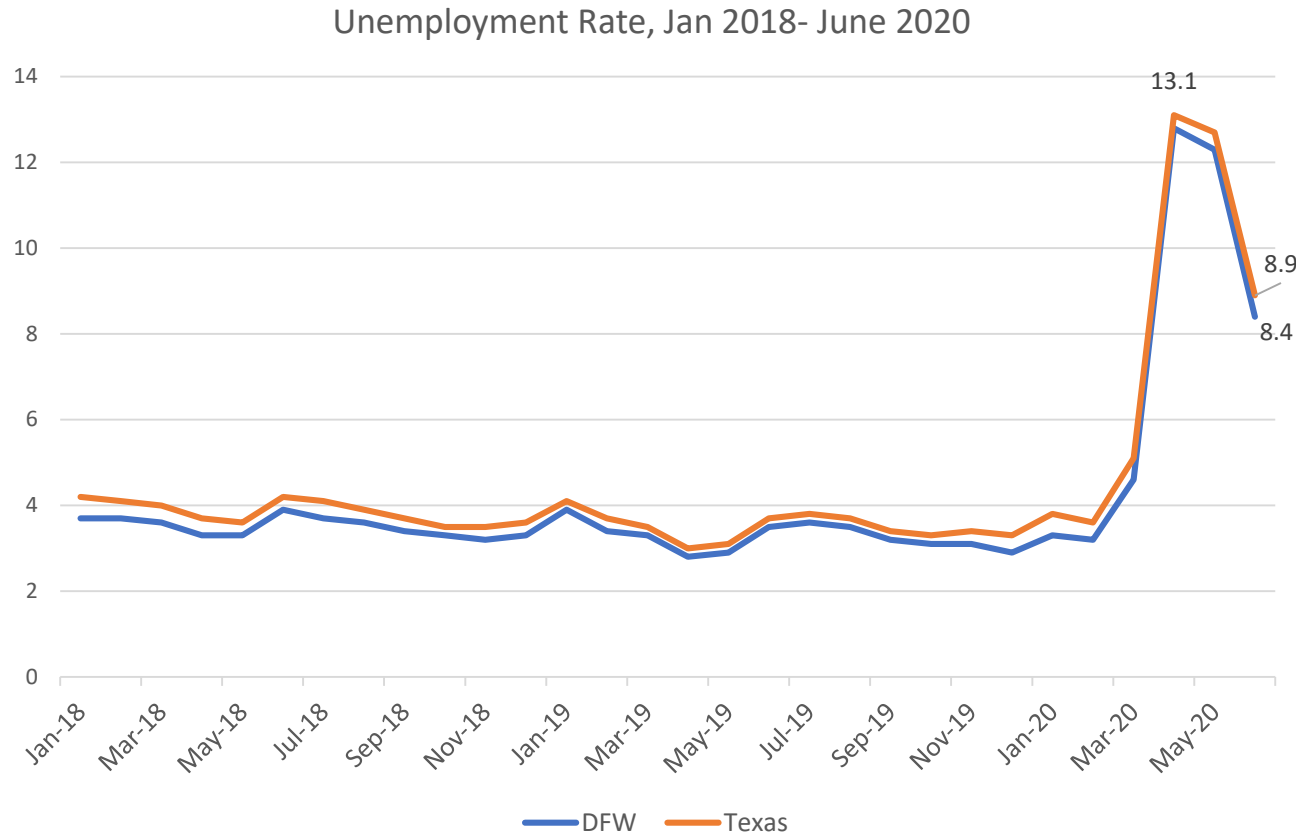
Seasonally adjusted, in thousands



Bureau of Labor Statistics, Current Employment Statistics survey, July 02, 2020.
Shaded area represents recession as denoted by the National Bureau of Economic Research.
Most recent 2 months of data are preliminary.
* denotes significance.



DFW MSA Economic Conditions

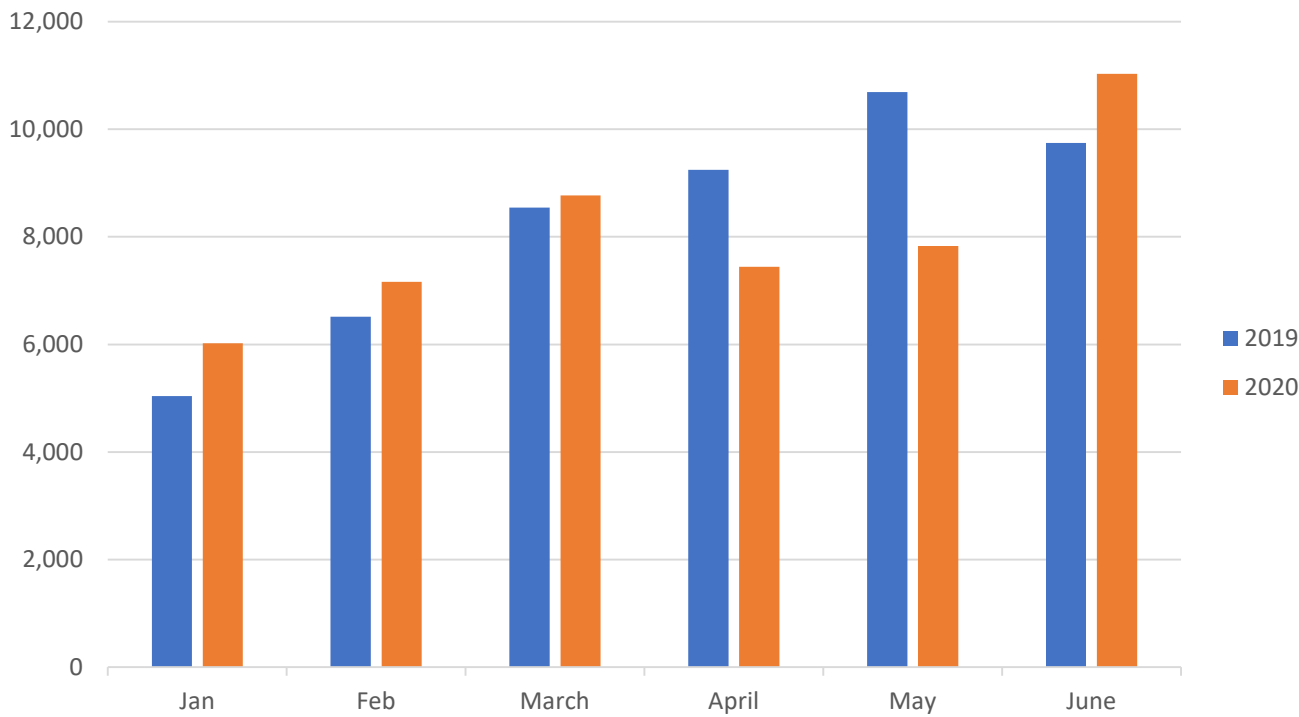


- Texas and DFW's unemployment rates peaked in May and began dropping in June
- Largest employment sector declines were in Leisure and hospitality and education and health services
- States that are pausing or reversing reopening plans as cases rise in July represent 50% of the US GDP, proving the economy is not yet in the clear as some rebounds occurred in June



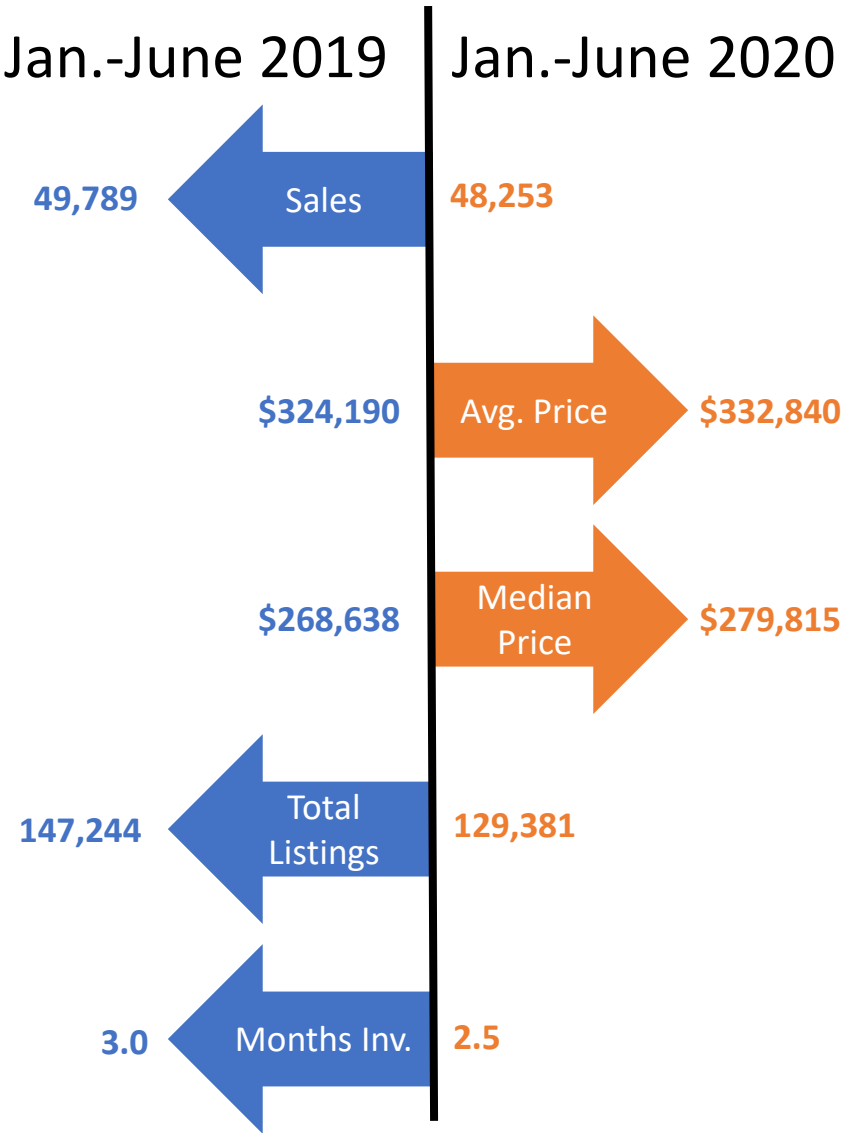
Covid and the Housing Market: What Impact?

DFW Monthly Sales, 2019-2020



- Median home prices remains near record highs across the state
- Home inventory remained extremely tight as sales dropped in April, but by May, new home inventory was roughly flat or even up year over year in every major Texas market
- In the month of June, total monthly home sales rebounded and surpassed 2019 levels in Austin (+9.3%), DFW (+16%), Houston (+15.7%) and San Antonio (+14%)
- Historically low interest rates and pent up demand have resulted in a fast recovery for the housing market

YOY Housing Trends





Covid and the New Home Market

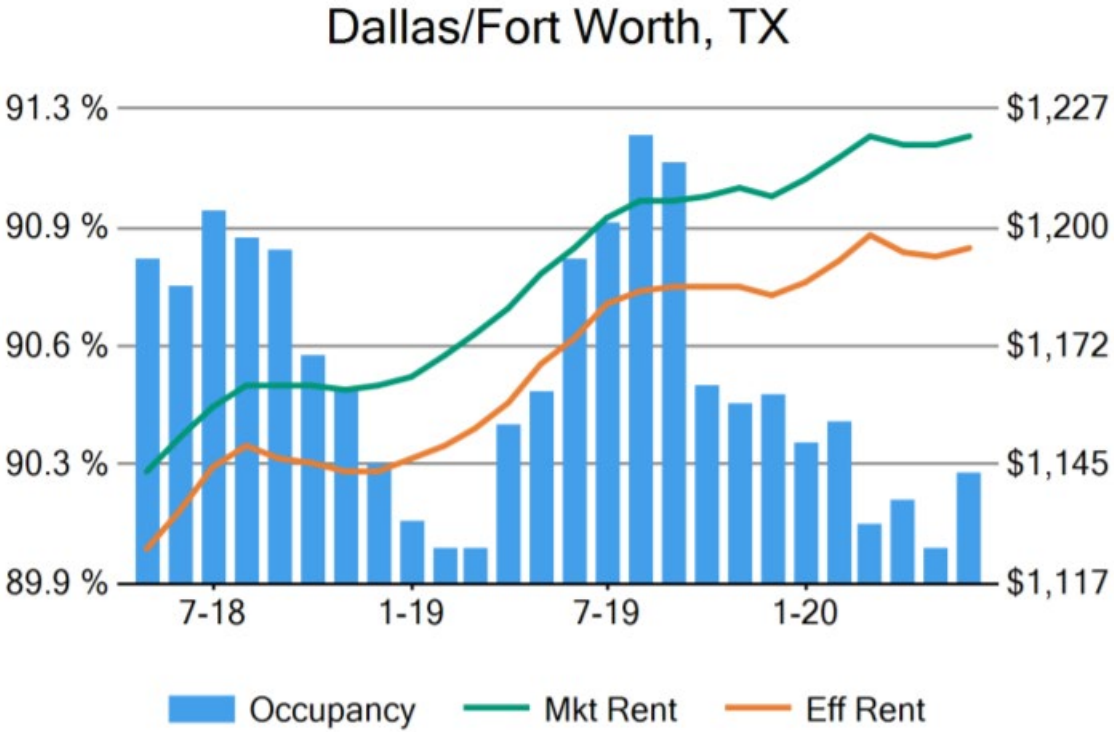


	2Q20	% YOY
Annual Starts	38,262	15.0%
Quarter Starts	10,684	22.9%
Annual Closings	36,776	12.4%
Quarter Closings	9,607	6.1%
Housing Inventory	22,841	6.1%
VDL Inventory	58,248	1.9%



Covid and Housing: Multi-Family Market

DFW Multi-Family Market	June-20	% YOY
Occupancy	90.2	-0.70%
Unit Change	23,612	
Units Absorbed (Annual)	17,201	
Average Size	868	0.20%
Asking Rent	\$1,221	2.20%
Asking Rent per SqFt	\$1.41	1.90%
Effective Rent	\$1,195	1.80%
Effective Rent per SqFt	\$1.38	1.50%
% Offering Concessions	29%	28.30%
Avg Concession Package	5.90%	-2.30%





DFW New Home Ranking Report

ISD Ranked by Annual Closings – 2Q20

Rank	District Name	Annual Starts	Annual Closings	Inventory	VDL	Future
1	Denton ISD	2,708	2,730	1,314	4,370	19,284
2	Prosper ISD	2,429	2,638	1,454	3,464	20,153
3	Frisco ISD	2,238	2,360	1,580	2,584	9,754
4	Northwest ISD	2,405	2,297	1,086	3,392	22,407
5	Eagle Mt.-Saginaw ISD	1,964	1,859	964	1,856	18,221
6	Dallas ISD	1,797	1,703	1,992	2,090	5,855
7	Forney ISD	1,468	1,446	716	3,129	27,443
8	Crowley ISD	1,206	1,336	375	957	16,869
9	Lewisville ISD	1,200	1,314	706	1,675	2,932
10	McKinney ISD	1,096	1,007	591	1,903	8,448
11	Mansfield ISD	959	985	476	1,137	7,346
12	Little Elm ISD*	851	935	422	1,031	1,877
13	Rockwall ISD	997	809	671	2,199	8,673
14	Waxahachie ISD	850	761	409	774	20,175
15	Royse City ISD	776	744	407	1,901	11,742
16	Wylie ISD	732	706	414	977	3,340
17	Melissa ISD	726	683	392	797	4,923
18	Princeton ISD	821	648	412	1,129	8,385
19	Fort Worth ISD	534	629	380	1,341	5,512
20	Midlothian ISD	656	627	392	1,267	18,890

* Based on additional Templeton Demographics housing research



Historical Change in New Home Ranking

Rank	District Name	2Q17	2Q18	2Q19	2Q20
1	Denton ISD	3rd	3rd	2nd	1st
2	Prosper ISD	2nd	1st	1st	2nd
3	Frisco ISD	1st	2nd	3rd	3rd
4	Northwest ISD	4th	4th	4th	4th
5	Eagle Mt.-Saginaw ISD	11th	7th	6th	5th
6	Dallas ISD	5th	5th	5th	6th
7	Forney ISD	15th	8th	9th	7th
8	Crowley ISD	14th	13th	10th	8th
9	Lewisville ISD	6th	9th	8th	9th
10	McKinney ISD	10th	11th	14th	10th
11	Mansfield ISD	13th	15th	12th	11th
12	Little Elm ISD	7th	6th	7th	12th
13	Rockwall ISD	8th	10th	11th	13th
14	Waxahachie ISD	20th	20th	20th	14th
15	Royse City ISD	34th	22nd	16th	15th
16	Wylie ISD	9th	12th	13th	16th
17	Melissa ISD	29th	26th	18th	17th
18	Princeton ISD	26th	18th	15th	18th
19	Fort Worth ISD	22nd	19th	21st	19th
20	Midlothian ISD	18th	14th	19th	20th



1 Year Change in District Housing

	2Q19	2Q20	Difference
Annual Starts	1,177	851	-326
Quarterly Starts	240	201	-39
Annual Closings	1,291	935	-356
Quarterly Closings	374	235	-139
Inventory	525	422	-103
VDL	1,007	1,031	+24
Futures	2,688	1,877	-811



New Housing Activity by Elementary Zone

Elementary Zone	Annual Starts	Quarter Starts	Annual Closings	Quarter Closings	Under Construction	Inventory	VDL	Futures
BRENT	0	0	0	0	0	0	9	0
CHAVEZ	0	0	0	0	0	0	6	0
HACKBERRY	23	7	3	0	13	23	94	286
LAKEVIEW	127	26	183	42	26	48	126	395
OAK POINT	362	98	366	100	123	211	622	905
PRESTWICK	259	52	265	67	68	115	147	291
TOTALS	771	183	817	209	230	397	1,004	1,877

*Does **NOT** include Age-Restricted Communities



Highest activity in the category



Second highest activity in the category



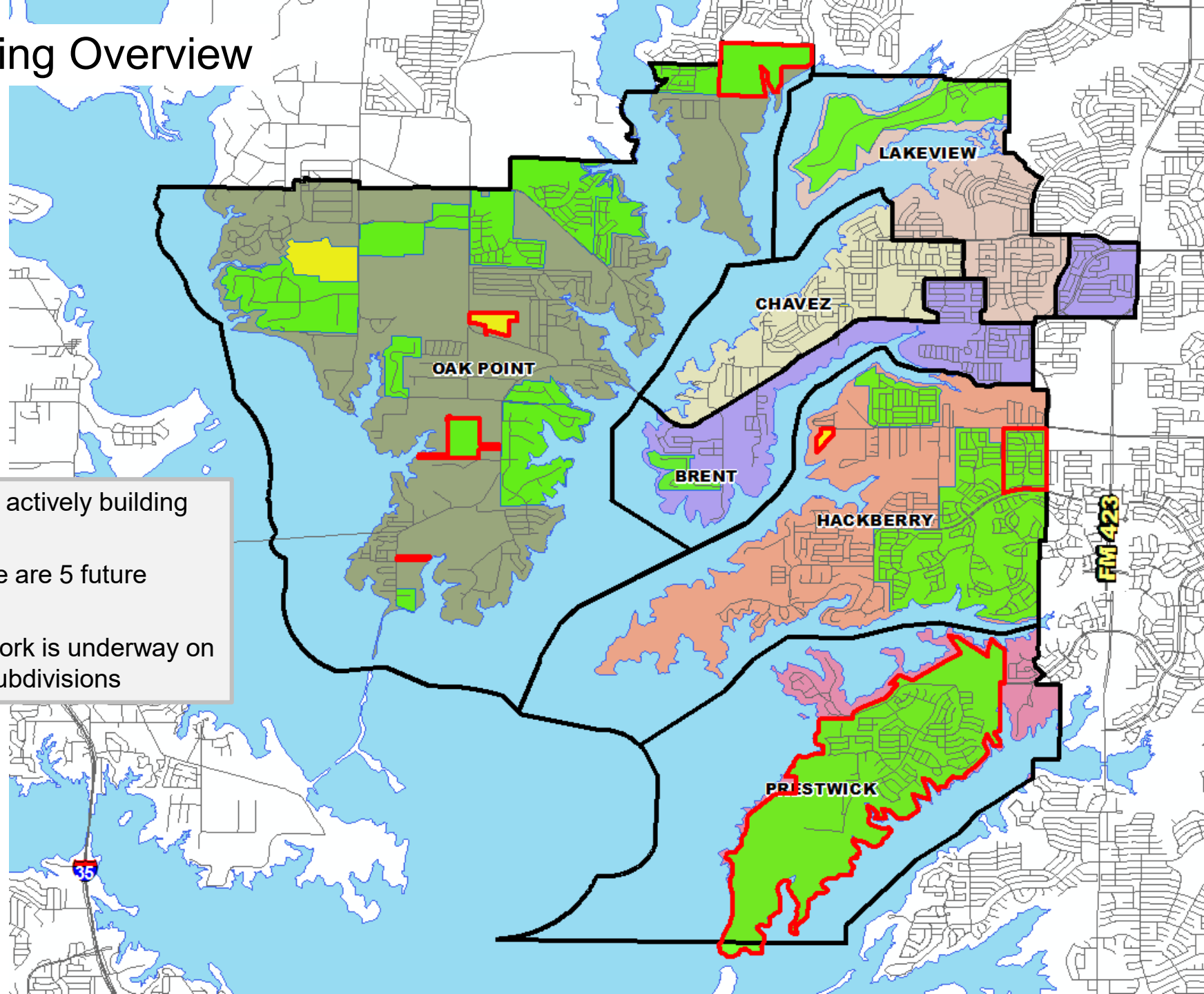
District Housing Overview

36

- The district has 22 actively building subdivisions
- Within LEISD there are 5 future subdivisions
- Of these, groundwork is underway on 693 lots within 7 subdivisions

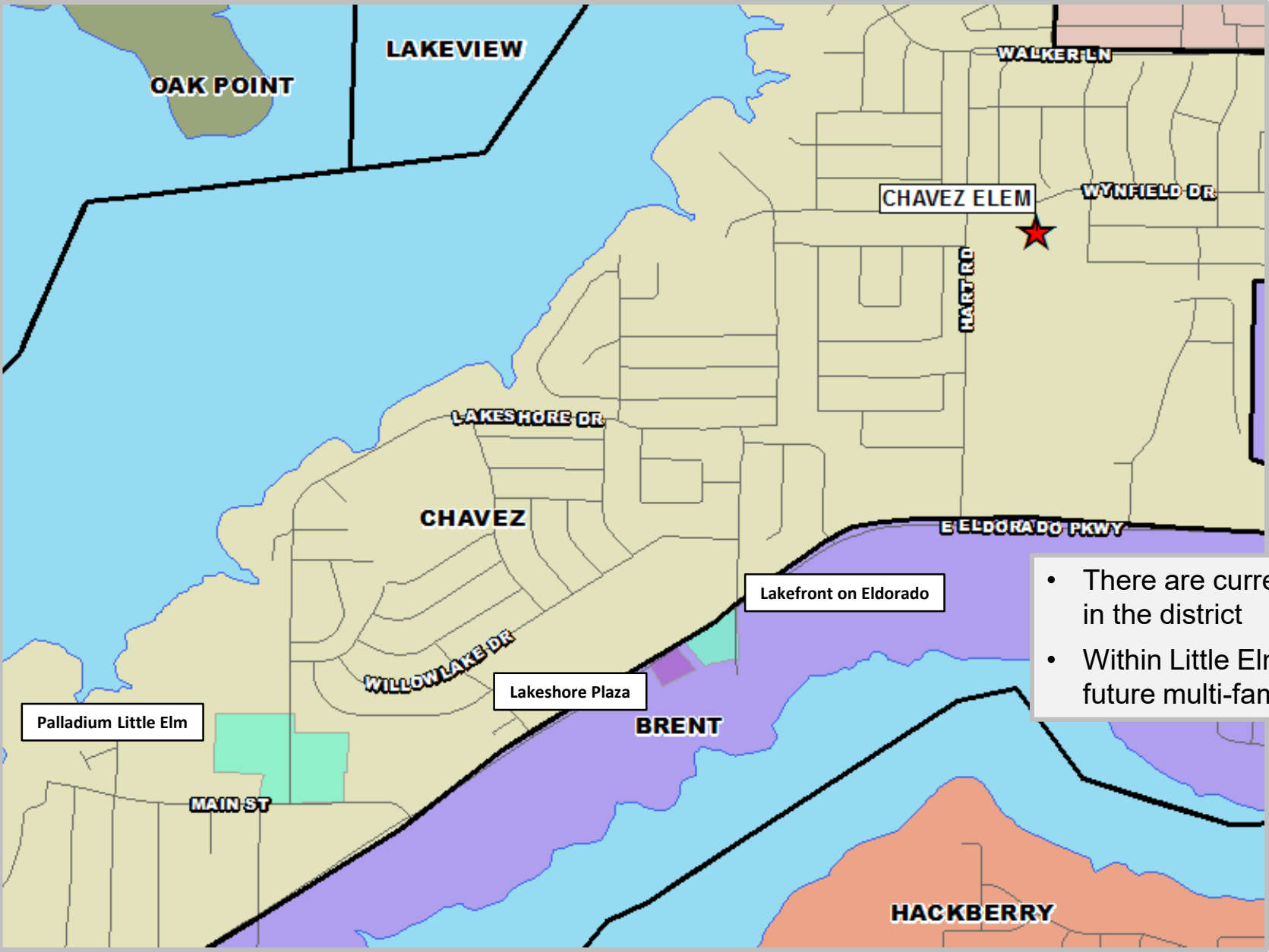
Subdivisions

- ACTIVE
- FUTURE
- Groundwork Underway







Multi-Family Housing Overview



- There are currently 22 units under construction in the district
- Within Little Elm ISD there are roughly 369 future multi-family units in the planning stages

Multi-Family Developments

 Future Development

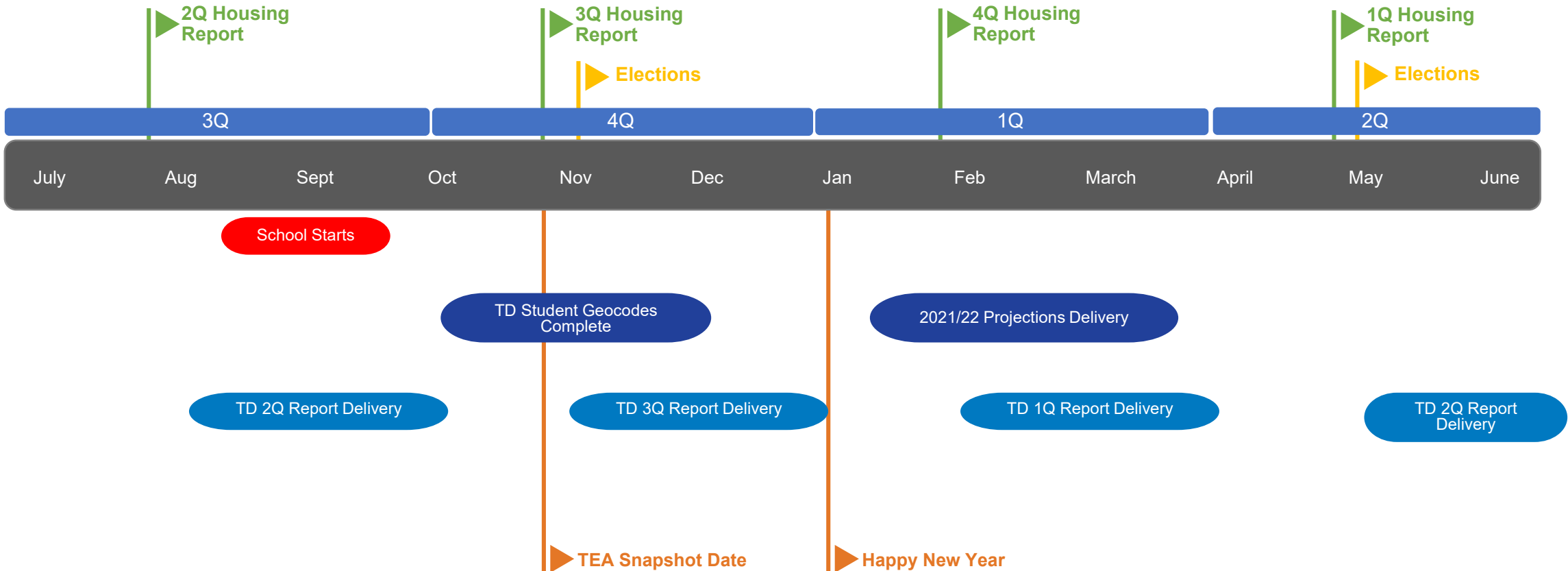
 Under Construction



38



The Year Ahead...



Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	REGULAR BOARD MEETING MINUTES - 9/21/2020.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for September 21, 2020.				
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 September 21, 2020.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for September 21, 2020.				

Minutes of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD was held Monday, September 21, 2020, beginning at 6:00 PM in the Zellars Center for Learning and Leadership.

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

ABSENT: Trustee Melissa Myers.

1. Call to Order Open Session in the Board Room at Zellars Center for Learning and Leadership on 300 Lobo Lane, Little Elm, Texas 75068.

Board President David Montemayor called the meeting to order at 6:00 pm.

2. The Board recessed into Closed Meeting in PL1 at 6:00 pm as permitted by the Texas Open Meetings Act Code Subchapter 551.072, and 551.074. The Board and Superintendent discussed:

A. Personnel

B. Land

The Board reconvened at 7:05 pm.

3. Pledge of Allegiance

The Pledges of Allegiance to The United States Flag and The Texas Flag were recited by the Board.

4. Invocation

There was no invocation

5. Introduction and Roll Call

Ms. Sonia S. Flores took roll call.

6. Superintendent Spotlight

There was no Superintendent Spotlight.

7. Citizen Input

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

There was no citizen input.

8. Reports of the Superintendent

A. Class Report Size

Ms. Asheley Brown approached the Board with the following information:

Class Size Report LEISD 2020 Start of School

- Average Class Size – Elementary
 - Average Class Size – Middle School
 - Average Class Size – High School
- B. Human Resource Services Annual Report
Ms. Asheley Brown briefed the board with the following:
HR Services Annual Report
- 2019-20: Successes!
 - Successes: ESS Substitutes, 1st Week of School
 - Successes: ESS Substitutes, 2nd Week of School
 - 2020:21: Areas of Focus
 - District Stats
- C. Curriculum and Learning Update
Dr. Cyndy A. Mika briefed the Board with the following:
- Curriculum and Learning Departments
 - Student Information Services & PEIMS
 - Digital Learning & Library Media Services
 - Professional Learning & Advanced Academics
 - Assessment & Federal Programs
 - Curriculum & Learning Team
 - Pivoting to Support Campuses During COVID-19 Pandemic
 - Questions?
- D. Proclamation 2021: Adoption of Pre-K Materials and Resources
Mr. Doug Sevier briefed the Board on this item. Each year a Proclamation addressing the purchase of new resources is issued by the state to ensure that academic materials are ordered. This guarantees the relevancy of materials for the next 8-10 years of a given adoption.
- E. Professional Learning, Advanced Academics Update
Ms. Amanda Ball gave the Board the following information:
- Professional Learning
 - Continuing Professional Hours
 - Remote Learning Educator Certification
 - Collaborate
 - College Credits Saving \$148, 680 in Tuition
- F. Construction Update
This item was moved up to before item 8A.
Mr. Rick Martin gave the Board the following information:
Construction Update
- Bond Program Status
 - Jerry R. Walker Middle School
 - Lowell H. Strike Middle School
 - LEHS Ball Field Concessions and Concourse
 - Little Elm Athletic Stadium
 - Other Construction Activity
 - Projects in Design
 - More to Come...

- Questions?

9. Approval of Minutes

A. Consider approval of Regular Meeting Minutes - 8/24/2020

Ms. Sonia S. Flores presented this item.

Trustee LeAnna Harding made the first motion to approve as submitted. Vice President Jason Olson seconded the motion. The motion passed (5-0-1). Trustee DeLeon English abstained from voting.

B. Consider approval of Special Meeting Minutes - 9/08/2020

Ms. Sonia S. Flores presented this item.

Vice President Jason Olson made the first motion to approve as submitted. Secretary Dan Blackwood seconded the motion. The motion passed (4-0-2). Trustees DeLeon English and Alejandro Flores abstained from voting.

10. Action Items

A. Consider approval of Financial Reports - July 2020

Mr. Grant Anderson briefed the Board with the following:

- Notes to Financials
- Future Financial Considerations
- Four Major Economic Factors which have a Direct Impact on School Funding Revenue
- 2020-21 General Fund Budget Recap
- Fund Balance Analysis 2020-21
- Capital Outlay Fund
- Bond Projects
- Board Approved Bond Projects
- 2019-20 Debt Service Fund Budget Actuals
- Financials in Board Packet

Vice President Jason Olson made the first motion to approve as submitted.

Trustee DeLeon English seconded the motion. The motion passed (6-0).

B. Consider approval of Adoption of Tax Rate for 2020-21

Mr. Grant Anderson briefed the Board on this item.

This item is the adoption of the tax rate generates revenue to support the education initiatives of Little Elm Independent School District.

Vice President Jason Olson made the first motion to approve as submitted.

Secretary Dan Blackwood seconded the motion. The motion passed (6-0).

C. Consider approval of Act on Delegation of Authority to Approve the Agreement for the Purchase of Attendance Credit

Mr. Grant Anderson presented this item to the Board.

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.

Board President David Montemayor made the first motion to approve this item as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (6-0).

The motion read:

For the 2020-2021 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.

D. Consider approval of Little Elm ISD Interlocal Summary Report

Mr. Grant Anderson briefed the Board about this item. This allows LEISD to purchase products or services from other governmental entities which have been properly awarded contracts through statutorily authorized methods.

Secretary Dan Blackwood made the first motion to approve as presented, with the change on the expiration date on Item 1 from 2020 to 2021. Board Vice President Jason Olson made the second motion. The motion passed (6-0).

E. Consider approval of Little Elm ISD Contract Summary Report

Mr. Grant Anderson briefed the Board about this item. This allows LEISD to purchase products or services from the list of attached contracts which have been properly awarded through statutorily authorized methods.

Board Vice President Jason Olson made the first motion to approve as submitted. Trustee DeLeon English seconded the motion. The motion passed (6-0).

11. Consent Agenda

A. Maximum Class Size Exemptions - Class Size Waivers

B. Consider approval of 2020-2021 LEISD Student Health Advisory Committee (SHAC) Members

C. Consider approval of 2020-2021 District Improvement Plan

D. Consider approval of Off-Campus Physical Education Sites

E. Consider approval of Request for Proposal #2019-002 Food Catering Services

F. Consider approval of Gifts and Donations

G. Consider approval of Capital Outlay - COVID

H. Consider approval of Declaring Technology Equipment Surplus and Authorizing for Disposal

Trustee LeAnna Harding made the first motion to approve as submitted. Vice President Jason Olson seconded the motion. The motion passed (6-0).

12. Board President Comments

Mr. David Montemayor thanked everyone for their hard work. He thanked staff in LEISD for all the amazing work.

13. Board Comments

Trustee DeLeon English thanked staff for the hard work and effort. Mr. English also thanked the IT Department. He mentioned the really good communication the district is putting out. He would also like to see a Historical course at our schools. Trustee LeAnna Harding mentioned all the positive feedback she has received. The positive stories are endless. Ms. Harding thanked Mr. Horvath for going above and beyond.

Trustee Alejandro Flores recognized the teacher on the phenomenal job they are doing along with counselors.

Secretary Dan Blackwood thanked Dr. Mika and her department for the amazing job.

Vice President Jason Olson thanked the IT Department for the hard work.

14. Superintendent Comments

Mr. Daniel thanked the Board for all their comments. Mr. Gallagher has also received the same comments around the community. He also appreciates everyone's support. Mr. Gallagher also reminded the public to keep checking the COVID-19 webpage for updates.

15. Adjournment

Trustee LeAnna Harding made the first motion to adjourn the meeting. Trustee DeLeon English seconded the motion. The motion passed (6-0).

The meeting adjourned at 9:01 pm.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	SIX (6) GENERAL EDUCATION TEACHER FTEs				
Presenter or Contact Person:	Asheley Brown, Executive Director of Human Resource Services				
Policy/Code:	DCA, DCB, DC, AND DCE; as appropriate				
Strategic Plan Goal:	We will recruit, recognize, and retain high quality and effective personnel to support student success at every level.				
Summary:	To address critical need areas the following general education teaching FTEs are needed: Walker Middle School- 1 Science Teacher 1 Social Studies Teacher Little Elm High School- 1 Math Teacher 1 Science Teacher 1 Social Studies Teacher 1 Spanish Teacher				
Financial Implications:	\$400,000 approximately				
Attachments:	October 2020 FTE Request				

Recommendation:	The Administration recommends approval of six (6) general education FTEs for immediate hire at Walker Middle School and Little Elm High School as submitted.
Motion:	I move the Board approve the request for six (6) general education FTEs for immediate hire at Walker Middle School and Little Elm High School as submitted.

October FTE Request: Critical Needs

Asheley Brown
Executive Director of HRS



Little Elm ISD
Human Resource Services

General Education Teacher FTE Needs:

- Walker Middle School:
 - 1 Science
 - 1 Social Studies
- Little Elm High School
 - 1 Math
 - 1 Science
 - 1 Social Studies
 - 1 Spanish



Walker Middle School

- Projected student enrollment of 868; current enrollment 954
 - Difference of 86
- Science Average Class Size: 25.9
- Social Studies Average Class Size: 27.5
- Six (6) Teachers with a Student Load >180

49



Little Elm ISD
Human Resource Services

Little Elm High School

- Projected student enrollment of 2,377; current enrollment 2,423
 - Difference of 46
- 32 teachers have a student load of >180 (30% of total teaching staff)
- 23 of those 32 have a student load of >200 (21% of total teaching staff)



Little Elm High School

- Average Class Size:
 - Math- 26.8
 - Science- 27.1
 - Spanish- 27.3
 - Social Studies- 29.9



Little Elm High School

- Student Load:
 - Math- 7 of 14 teachers have >180 students (4 of those 7 have >200 students)
 - Science- 7 of 15 teachers have >180 students (4 of those 7 have >200 students)
 - Spanish- 2 of 5 teachers have >180 students (both of those 2 have >200 students); 2 of the 5 have 3+ preparations
 - Social Studies- 5 of 15 teachers have >180 students (5 of 5 have >200 students)



Additional Information

- Safety concerns related to large, overcrowded science classrooms
- Effect on teacher morale, recruiting, and retention



Board Agenda Item

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

Board Mtg. Date 6/9/2020	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	REVISED 2020-2021 LEISD CALENDAR				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for Curriculum and Learning				
Policy/Code:	EB(LEGAL), EB(LOCAL)				
Strategic Plan Goal:					
Summary:	TEA has mandated that public schools offer parents the option for in-person or remote learning for the 2020-2021 school year. The District is recommending the 2020-2021 LEISD Calendar be revised due to COVID-19. The District needs time to train teachers on the In-Person Learning Reopening Plan and Protocols as well as train teachers on effective synchronous and asynchronous At-Home Learning strategies.				
Financial Implications:					
Attachments:	Draft Revised LEISD 2020-2021 Calendar				
Recommendation:	The District recommends the Board approve the Revised LEISD 2020-2021 Calendar as presented.				
Motion:	I move the Board approve the Revised LEISD 2020-2021 Calendar as presented.				

Little Elm

Independent School District



2020-2021

DISTRICT CALENDAR

www.littleelmsd.net www.mylittleelmnews.com

District Holiday Professional Learning - Student Holiday Early Release K-12 Weather/COVID-19 Makeup Day

JULY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July 2020
27-31 New Hire Welcome Week

AUGUST						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

August 2020
3-24 Fall Kickoff for Staff
25 **FIRST DAY OF SCHOOL**
1st Grading Cycle Begins

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

September 2020
7 Holiday - District Closed

OCTOBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

October 2020
12 Professional Learning Day
Student Holiday
19 2nd Grading Cycle Begins

NOVEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

November 2020
23-24 Holiday - District Closed
Flex Days for Staff
25-27 Holiday - District Closed

DECEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

December 2020
17 **LAST DAY - FALL SEMESTER**
18 Professional Learning Day
Student Holiday
21-31 Holiday - District Closed

JANUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 2021
1 Holiday - District Closed
4-5 Professional Learning Day
Student Holiday
6 **FIRST DAY - SPRING SEMESTER**
3rd Grading Cycle Begins
18 Holiday - District Closed

FEBRUARY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

February 2021
12 Professional Learning Day
Student Holiday
15 Weather/COVID-19
Makeup Day

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

March 2021
8-12 Holiday - District Closed
15 Weather/COVID-19
Makeup Day
4th Grading Cycle Begins

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

April 2021
2 Holiday - District Closed
12 Professional Learning Day
Student Holiday

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

May 2021
20 Early Release (K-12)
LAST DAY OF SCHOOL
21 Professional Learning Day
24-28 Weather/COVID-19
Makeup Days
31 Holiday - District Closed

JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

June 2021



**SCHOOL
TIMES:**

Elementary Schools
8:05 a.m. - 3:40 p.m.
Early Release at 12:05 p.m.

Middle Schools
8:55 a.m. - 4:30 p.m.
Early Release at 12:55 p.m.

Little Elm High School
7:20 a.m. - 2:55 p.m.
Early Release at 11:20 a.m.



Simplified Banking. Your Way.
Join Today! CUTX.ORG/JOIN | (940) 368-3716

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 10-19-2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	ORDER AUTHORIZING ISSUANCE OF BONDS				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent & CFO				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	ORDER AUTHORIZING THE ISSUANCE OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT FIXED AND VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFERING MEMORANDUM PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, REMARKETING AGREEMENT, PURCHASE CONTRACT, AND TENDER AGENT AGREEMENT, AS EACH RELATES TO THE BONDS; AND ENACTING OTHER PROVISIONS RELATED THERETO.				
Financial Implications:	Increase LEISD debt requiring debt service payments				
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.

ORDINANCE NO. _____

relating to

\$_____

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
FIXED AND VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS
SERIES 2020

Adopted: October 19, 2020

Article I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01.	Definitions.....	2
Section 1.02.	Table of Contents Titles, and Headings	7
Section 1.03.	Interpretation	7

Article II

AUTHORIZATION; GENERAL TERMS; TAX LAW; INTEREST AND SINKING FUND

Section 2.01.	Authorization.....	7
Section 2.02.	Date, Denomination Maturities, and Interest	9
Section 2.03.	Medium, Method, and Place of Payment	9
Section 2.04.	Execution and Registration of Bonds.....	10
Section 2.05.	Ownership	11
Section 2.06.	Registration, Transfer, and Exchange	11
Section 2.07.	Book-Entry-Only	12
Section 2.08.	Payments and Notices to Cede & Co	12
Section 2.09.	Successor Securities Depository: Transfer Book-Entry-Only System.....	13
Section 2.10.	Term Rate Bonds Held in Book-Entry-Only System	13
Section 2.11.	Cancellation.....	13
Section 2.12.	Replacement Bonds.....	13
Section 2.13.	Tax Levy	14
Section 2.14.	Interest and Sinking Fund	15
Section 2.15.	Construction Fund.....	15

Article III

INTEREST RATES ON BONDS

Section 3.01.	Initial Interest Rates; Subsequent Interest Rates	16
Section 3.02.	Term Rates; Conversions among Term Rate Periods	16
Section 3.03.	Fixed Rate Conversion at Option of the District.....	19

Article IV

TENDER AND PURCHASE OF BONDS

Section 4.01.	No Optional Tender.....	20
Section 4.02.	Mandatory Tender Upon Term Rate Conversion.....	20
Section 4.03.	Mandatory Tender Upon Fixed Rate Conversion	23
Section 4.04.	Mandatory Tender at End of Initial Rate Period.....	24

Article V

REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01.	Limitation on Redemption	24
Section 5.02.	Optional Redemption	24
Section 5.03.	Mandatory Redemption.....	25
Section 5.04.	Partial Redemption.....	26
Section 5.05.	Notice of Redemption	26
Section 5.06.	Payment Upon Redemption	26
Section 5.07.	Effect of Redemption	27

Article VI

PAYING AGENT/REGISTRAR; REMARKETING AGENT; TENDER AGENT

Section 6.01.	Appointment of Initial Paying Agent/Registrar	27
Section 6.02.	Qualifications	27
Section 6.03.	Maintaining Paying Agent/Registrar.....	27
Section 6.04.	Termination	28
Section 6.05.	Notice of Change to Owners	28
Section 6.06.	Agreement to Perform Duties and Functions.....	28
Section 6.07.	Delivery of Records to Successor	28
Section 6.08.	Appointment of Initial Remarketing Agent	28
Section 6.09.	Appointment of Initial Tender Agent.....	28
Section 6.10.	Maintaining Remarketing Agent and Tender Agent.....	29

Article VII

FORM OF THE BONDS

Section 7.01.	Form Generally	29
Section 7.02.	Form of the Bonds.....	30
Section 7.03.	CUSIP Registration.....	30
Section 7.04.	Legal Opinion.....	30

Article VIII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01.	Sale of Bonds; Offering Memorandum.....	30
Section 8.02.	Control and Delivery of Bonds	31

Article IX

INVESTMENTS

Section 9.01.	Investments	31
---------------	-------------------	----

Section 9.02.	Investment Income	32
---------------	-------------------------	----

Article X

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01.	Payment of the Bonds	32
Section 10.02.	Other Representations and Covenants	32
Section 10.03.	Federal Tax Matters	32
Section 10.04.	Continuing Obligation.....	34

Article XI

DEFAULT AND REMEDIES

Section 11.01.	Events of Default.....	34
Section 11.02.	Remedies for Default	34
Section 11.03.	Remedies Not Exclusive	35

Article XII

DISCHARGE

Section 12.01.	General Provisions	35
Section 12.02.	Discharge by Payment.....	35
Section 12.03.	Discharge by Deposit	35

Article XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01.	Definitions.....	36
Section 13.02.	Annual Reports	37
Section 13.03.	Notice of Certain Events	37
Section 13.04.	Limitations, Disclaimers, and Amendments	39
Section 13.05.	Information Format – Incorporation by Reference	40

Article XIV

AMENDMENTS AND SUPPLEMENTS TO ORDER

Section 14.01.	Without Consent of Owners.....	40
Section 14.02.	With Consent of Owners.....	41
Section 14.03.	Effect of Consents	42
Section 14.04.	Notation on or Exchange of Bonds	42
Section 14.05.	Notice to Owners.....	42

Article XV

PERMANENT SCHOOL FUND GUARANTY

Section 15.01.	General	42
Section 15.02.	Permanent School Fund Covenants	42
Section 15.03.	Effect of Defeasance of Guaranteed Bonds	43

Article XVI

MISCELLANEOUS

Section 16.01.	Notice	44
Section 16.02.	Notice to Rating Agencies	44
Section 16.03.	Effect of Headings.....	44
Section 16.04.	Benefits of Order.....	44
Section 16.05.	Inconsistent Provisions	45
Section 16.06.	Construction of Terms.....	45
Section 16.07.	Governing Law.....	45
Section 16.08.	Severability	45
Section 16.09.	Public Meeting	45
Section 16.10.	Incorporation of Preamble Recitals.....	45
Section 16.11.	Unavailability of Authorized Publication	45
Section 16.12.	No Recourse Against District Officials.....	45
Section 16.13.	Further Procedures	45
Section 16.14.	Issuer's Consent to Provide Information and Documentation to the Texas MAC	46
Section 16.15.	Delegation Authorization Pursuant to HB 1295	46
Section 16.16.	Effective Date.....	46

AN ORDER AUTHORIZING THE ISSUANCE BY THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT OF ITS FIXED AND VARIABLE RATE UNLIMITED TAX SCHOOL BUILDING BONDS; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, PAYMENT AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFERING MEMORANDUM PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, ESCROW AGREEMENT, REMARKETING AGREEMENT, PURCHASE CONTRACT, AND TENDER AGENT AGREEMENT, AS EACH RELATES TO THE BONDS; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF DISTRICT STAFF TO APPROVE AND EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the voters of the Little Elm Independent School District (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”) and 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>\$195,000,000</u>	<u>\$25,000,000</u>	<u>\$15,000,000</u>
TOTAL		\$235,000,000	\$195,000,000	\$25,000,000	\$15,000,000

(1) Unless otherwise designated in the Pricing Certificate.

WHEREAS the Board of Trustees of the District (the “Board”) does hereby determine that the school building bonds in an amount not to exceed \$25,000,000, 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 the 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 school building bonds are authorized to be issued pursuant to Chapter 45; 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 pursuant to a "Pricing Certificate" (a form of which is attached hereto as Schedule I) to approve the final terms of the bonds issued hereunder upon obtaining the recommendation from the District's Financial Advisor; 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

WHEREAS, the Governing Body hereby finds and determines that the issuance of the unlimited tax bonds is in the best interests of the residents of the District; now, therefore,

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

ARTICLE I DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

Authorized Denominations shall mean \$5,000 and any integral multiple thereof.

Authorized Officer shall mean any of the President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools, and the Chief Financial Officer, and any successor thereto or person holding such position on an interim basis.

Board or Governing Body shall mean the Board of Trustees of the District.

Bonds shall mean the \$_____ in original principal amount “Little Elm Independent School District Fixed and Variable Rate Unlimited Tax Refunding Bonds, Series 2020” authorized for issuance pursuant to the terms of this Order.

Book-Entry-Only System shall mean the system maintained by the Securities Depository described in Section 2.07 and 2.09.

Business Day shall mean any day other than a Saturday, Sunday, legal holiday or any other day when banking institutions in New York, New York, or San Antonio, Texas are authorized or obligated by law or executive order to close or a day when the New York Stock Exchange is closed. Any payments required hereunder to be made on any day which is not a Business Day may be made instead on the next succeeding Business day, and no interest shall accrue on such payments in the interim.

Chapter 1371 shall mean Chapter 1371, as amended, Texas Government Code.

Closing Date shall mean the date of the initial delivery of and payment for the Bonds.

Code shall mean 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).

Conversion Date shall mean, as applicable: (a) with respect to the Term Rate Bonds converted from the Initial Rate Period or a Term Rate Period to a Fixed Rate Period, the Fixed Rate Conversion Date and (b) with respect to any Term Rate Bonds converted from the Initial Rate Period or a Term Rate Period to a Term Rate Period, the Term Rate Conversion Date.

Dated Date shall mean the date designated as the date of the Bonds in the Pricing Certificate.

District shall mean the Little Elm Independent School District.

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.

Event of Default shall mean any event of default as defined in Section 11.01 of this Order.

Fitch shall mean Fitch Ratings, Inc., and its successors and assigns.

Fixed Rate shall mean the applicable per annum rate of interest a Bond shall bear during a Fixed Rate Period.

Fixed Rate Bonds shall mean those Bonds maturing on August 15 in each of the years 20__ through 20__, which are initially issued at the Fixed Rates for the Fixed Rate Period.

Fixed Rate Conversion Date shall mean the date on which the Bonds previously bearing interest at the Initial Rate or a Term Rate begin to bear interest at a Fixed Rate pursuant to Section 3.03, which Fixed Rate Conversion Date shall be an Interest Payment Date on which interest is payable for the Initial Rate Period or Term Rate Period from which the conversion is made.

Fixed Rate Period shall mean the period beginning on the Closing Date for the Fixed Rate Bonds or on the Fixed Rate Conversion Date for the Term Rate Bonds, as applicable, and ending at the stated maturity or maturities of the Bonds, during which the Bonds bear interest at one or more Fixed Rates.

Government Securities shall mean (i) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the Governing Body adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the Governing Body adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

Highest Rate shall mean with respect to the Bonds, the lesser of (a) __.000% per annum or (b) the maximum net effective interest rate permitted by law to be paid thereon as provided by Texas Government Code, Section 1204.006, as amended, or the maximum net effective interest rate permitted by applicable law at the time of issuance of the Bonds.

Initial Bonds shall mean the initial Bonds authorized by Section 2.04(d) of this Order.

Initial Rate shall mean the initial interest rate or rates the Term Rate Bonds shall bear for the Initial Rate Period set forth in the Section 3.01 of this Order.

Initial Rate Period shall mean the period commencing on the Closing Date and ending on August 14, 20__ during which the Term Rate Bonds bear interest at the Initial Rate.

Interest and Sinking Fund shall mean the interest and sinking fund established by Section 2.14 of this Order.

Interest Payment Date shall mean, unless otherwise specified in the Pricing Certificate, February 15 and August 15 of each year, commencing _____, 15, 20__, until stated maturity or prior redemption and each mandatory tender date during any Stepped Rate Period.

Interest Period shall mean for (i) the Term Rate Bonds, (a) the Initial Rate Period and (b) upon the expiration of the Initial Rate Period, the period from and including the Conversion Date to and including the day immediately preceding the next scheduled Conversion Date, and (ii) for the Fixed Rate Bonds, the period from and including the Closing Date through stated maturity of such Fixed Rate Bonds.

Moody's shall mean Moody's Investors Service, Inc., and its successors and assigns.

MSRB shall mean the Municipal Securities Rulemaking Board.

Opinion of Bond Counsel shall mean an opinion of nationally recognized bond counsel addressed to the District and the Paying Agent/Registrar and stating, unless otherwise specified herein, that the action proposed to be taken is authorized or permitted by this Order and State law and does not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

Order shall mean this order authorizing the issuance of the Bonds adopted by the Governing Body on October 19, 2020.

Owner or Holder shall mean the person who is the registered owner of a Bond or Bonds, as shown in the Register.

Outstanding shall mean when used to modify Bonds, Bonds issued, authenticated and delivered under this Order, excluding (i) Bonds which have been exchanged or replaced or otherwise surrendered for cancellation, (ii) Bonds which have been paid, (iii) Bonds which have become due and for the payment of which money has been duly provided, (iv) Bonds deemed tendered for purchase and not delivered to the Tender Agent on the applicable purchase date, provided sufficient funds for payment of the Purchase Price are on deposit with the Tender Agent, and (v) Bonds with respect to which this Order has been discharged pursuant to Article XII.

Paying Agent/Registrar shall mean, the paying agent/registrar for the Bonds designated in the Pricing Certificate, or any successor thereto as provided in this Order.

Payment Fund shall mean the fund described in Section 4.02(e)(ii) hereof.

Purchase Price shall mean, with respect to each Bond (or any portion thereof) tendered for purchase pursuant to Article IV hereof, the par amount thereof, plus accrued but unpaid interest thereon to the date of purchase; provided, however, that in no event shall the amount of interest paid as part of the Purchase Price of any tendered Bond exceed an amount equal to the interest which would have accrued on such tendered Bond for a period of 187 days at the Highest Rate.

Rate Determination Date shall mean the date when the Remarketing Agent determines the rate of interest to be borne by the Bonds pursuant to Section 3.02(b).

Rating Agency shall mean Moody's, S&P, or Fitch.

Record Date shall mean the last business day of the month immediately preceding such an Interest Payment Date.

Register shall mean the Register specified in Section 2.06(a) of this Order.

Related Documents shall mean and includes the Bonds, the Remarketing Agreement (if any), the Tender Agent Agreement, this Order and any and all other documents which the District has executed and delivered, or may hereafter execute and deliver, to evidence or secure the District's obligations thereunder.

Remarketing Agent shall mean the party selected from time to time by the District to serve as the remarketing agent for the Term Rate Bonds while such Bonds are Outstanding in the Initial Rate Period, a Term Rate Period, or a Stepped Rate Period.

Remarketing Agreement shall mean any Remarketing Agreement between the District and the Remarketing Agent, pertaining to the Term Rate Bonds.

Rule shall mean SEC Rule 15c2-12, as amended from time to time.

S&P shall mean S&P Global Ratings and its successors and assigns.

SEC shall mean the United States Securities and Exchange Commission.

Stepped Rate shall mean, initially, .000% per annum and thereafter, the interest rate applicable to the Term Rate Bonds during a Stepped Rate Period as determined by the Remarketing Agent at the time of remarketing of the Term Rate Bonds into the then-applicable Initial Rate Period or Term Rate Period that will immediately precede the Stepped Rate Period (if any); provided, however, that the Stepped Rate shall never exceed the Highest Rate.

Stepped Rate Period shall mean the period of time commencing on the mandatory tender date described in Sections 4.02(f) and 4.04 and continuing through a subsequent remarketing or redemption of the Bonds.

Tender Agent shall mean the tender agent for the Bonds designated in the Pricing Certificate, or any successor thereto as provided in this Order.

Tender Agent Agreement shall mean the Tender Agent Agreement between the District and the Tender Agent, pertaining to the Bonds or any similar agreement entered into from time to time with any successor Tender Agent.

Term Rate shall mean the interest rate to be determined for any Term Rate Bonds of a term of one or more years pursuant to Section 3.02(b).

Term Rate Bonds shall mean those Bonds maturing on August 15, 20 , which are initially issued at the Initial Rate for the Initial Rate Period.

Term Rate Conversion Date shall mean the day which is the fifteenth day of a calendar month and the day the Bonds first bear interest at a Term Rate pursuant to Section 3.02(b).

Term Rate Period shall mean each period during which the Bonds bear interest at a Term Rate.

Unclaimed Payments shall mean money deposited with the Paying Agent/Registrar for the payment of principal, redemption premium, if any, or interest on the Bonds as the same come due and payable or money set aside for the payment of Bonds duly called for redemption prior to maturity.

Undelivered Bonds shall mean Bonds which are required to be delivered to the Tender Agent pursuant to the terms of this Order and which are not in fact delivered.

Underwriters shall mean the initial purchasers of the Bonds identified in Section 8.01(a).

Section 1.02. 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 1.03. 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.

(c) Unless expressly provided otherwise, all references to article and section numbers herein shall be to the article and section numbers of this Order.

ARTICLE II
AUTHORIZATION; GENERAL TERMS; TAX LAW;
INTEREST AND SINKING FUND

Section 2.01. Authorization. The District's bonds, to be designated "Little Elm Independent School District Fixed and Variable Rate Unlimited Tax School Building Bonds, Series 2020", unless otherwise designated in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 45, Texas Education Code, as amended, and Chapter 1371. The Bonds shall be issued in an aggregate principal amount of _____ 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 costs of issuing the Bonds.

As authorized by the Chapter 1371, any Authorized Officer is hereby authorized, appointed and designated as an officer of the District authorized to act on behalf of the District in selling and delivering the Bonds authorized herein and carrying out the procedures specified in this Order, including approval, designation, and establishment of the following terms and provisions for the Bonds:

1. The aggregate principal amount of the Bonds, as well as the principal amount of each stated maturity within such series of Bonds.
2. The rate or rates of interest to be borne on the principal amount of each stated maturity of the Bonds, the length of the Initial Rate Period, or Initial Rate Periods (as is the case if the Bonds are structured as one or more term Bonds having Initial Rate Periods of different durations and bearing interest at different applicable Initial Rates during each of such Initial Rate Periods), and the Stepped Rate applicable to the Bonds.
3. The redemption and mandatory tender provisions (including the determination of a mandatory redemption schedule or schedules) for the Bonds.
4. The Dated Date for the Bonds.
5. The selection of the senior managing underwriter and the co-managers (if any) to serve as the underwriter or syndicate of underwriters for the Bonds.
6. Pricing for the of Bonds, including generation and use of original issue reoffering premium and/or discount, determination of underwriters' compensation, and applicable costs of issuance.

The Bonds authorized by this Order shall be issued within the following parameters:

1. The principal amount of the Bonds issued hereunder shall not exceed \$25,000,000 (including premium on the Bonds allocated to voted authorization).
2. The maximum maturity of the Bonds issued hereunder shall not exceed August 15, 2050 and the duration of any Initial Rate Period applicable to the Bonds shall not exceed 10 years.
3. The interest rate or rates (i.e. coupon) and Stepped Rate, respectively, applicable to the Bonds during (or after, as the case may be) the Initial Rate Period shall not exceed the Highest Rate.
4. The Bonds issued hereunder must be sold not later than October 19, 2021 (though the closing of the Bonds sold in accordance with this provision may occur after October 19, 2021, so long as such closing period is determined by an Authorized Officer to be of reasonable duration).

Each Authorized Officer, acting for and on behalf of the District, is authorized, with respect to the Bonds, to complete and execute the Pricing Certificate, in substantially the form attached as Schedule I hereto. The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the District to the initial purchasers thereof. Upon execution of an Pricing Certificate, Bond

Counsel is authorized to complete a copy of this Order as evidence of the issuance of the Bonds pursuant to the delegated authority granted hereunder and to reflect such final terms for the Bonds, which includes selection of the appropriate terms to reflect the final transaction structure and terms of sale evidenced in an applicable Pricing Certificate, and such other necessary technical modifications to this Order to accommodate all other terms and provisions of this Section 2. In addition to the foregoing, each Authorized Officer is authorized to execute, as the act and deed of the District and on behalf of the Board, any and all contracts, agreements, letters, and certificates, relative to the Bonds that may be required by this Order, as supplemented in the manner described above, or determined to be necessary or advisable in connection with an issuance of Bonds hereunder. It is further provided, however, that notwithstanding the foregoing provisions, no bonds shall be delivered unless prior to delivery, the Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

Section 2.02. Date, Denomination Maturities, and Interest.

(a) The Bonds shall be dated _____, __ 20___. The Bonds shall be in fully registered form, without coupons, in Authorized Denominations, the Initial Bonds shall be numbered T-1 and T-2, respectively, and the definitive Bonds shall be numbered separately from R-1 upward in order of their authentication.

(b) The Fixed Rate Bonds shall mature on August 15 in each of the years 20___ through 20___ and accrued interest on the unpaid principal amount of the Bonds shall be payable on each Interest Payment Date.

(c) The Term Rate Bonds shall mature on August 15, 20___, and accrued interest on the unpaid principal amount of the Bonds shall be payable on each Interest Payment Date

(d) Interest shall accrue on each Bond respectively until its maturity or prior redemption from the later of the Closing Date as designated in the Pricing Certificate or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates per annum all as specified in Article III. Interest on Bonds shall be calculated on the basis of a 360-day year composed of 12 months of 30 days each.

Section 2.03. Medium, Method, and Place of Payment.

(a) The principal of, redemption premium, if any, and interest on the Bonds shall be paid in lawful money of the United States of America.

(b) Interest on the Bonds shall be payable to the Owners appearing in the Register at the close of business on the Record Date.

(c) Other than as provided in Section 2.08 with respect to Bonds held in the Book-Entry-Only System, principal and interest shall be paid by check, dated as of the Interest Payment Date, and sent by first-class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown in the Register, or by such other customary banking arrangement acceptable to the Paying Agent/Registrar at the request of and at the risk and expense of the Owner.

(d) The principal of each Bond shall be paid to the Owners on the due date, whether at the maturity date or the date of prior redemption, only upon presentation and surrender of such Bond at the designated office of the Paying Agent/Registrar.

(e) If the date for the payment of the principal of or interest on the Bonds 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.

(f) Unclaimed Payments that remain unclaimed by the Owners for ninety days after the applicable payment or redemption date shall be held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owners of the Bonds to which the Unclaimed Payments pertain. Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three years after the applicable payment or redemption date shall be reported and disposed of by the Paying Agent/Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

Section 2.04. Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the District by the President and 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) If 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 manual or facsimile signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except for the Initial Bonds, which need not be authenticated, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless 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.

(d) On the Closing Date, one separate Initial Bond representing the entire principal amount of the Fixed Rate Bonds and the Term Rate Bonds, respectively, payable to the Underwriters, or their designee, executed by the manual or facsimile signature of the President and Secretary of the Board, approved by the Attorney General of the State of Texas, and registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed thereto, will be delivered to the Underwriters or their designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds through DTC in accordance with instructions received from the Underwriters or their designee. The District and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representation attached hereto as Exhibit G

(the Representation Letter). To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 2.05. Ownership.

(a) The District, the Paying Agent/Registrar, and any other person may treat the person whose name appears in the Register as the registered owner of any Bond as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and redemption premium, if any, thereon, for the further purpose of making and receiving payment of the interest thereon (except interest shall be paid to the person in whose name the Bond is registered on the Record Date), 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 2.06. Registration, Transfer, and Exchange.

(a) While any Bonds remain Outstanding, the District shall cause the Paying Agent/Registrar to keep the Register, in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall record the names and addresses of the Owners of the Bonds and information relating the payment 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 at the designated trust office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is 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 office of the Paying Agent/Registrar for a Bond or Bonds of the same maturity and interest rate and in any Authorized Denomination and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange. The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds exchanged for other Bonds in accordance with this Section.

(d) Each exchange Bond delivered by the Paying Agent/Registrar in accordance with this Section 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 exchange 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, as applicable, 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) Following a Fixed Rate Conversion Date, neither the District nor the Paying Agent/Registrar shall be required to issue, transfer, or exchange any Bond called for redemption prior to maturity, in whole or in part, within thirty (30) days prior to the date fixed for redemption; provided, however, such limitation shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 2.07. Book-Entry-Only. The definitive Bonds shall be initially issued in the form of a single fully registered Bond. Upon initial issuance, the ownership of such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 2.08 hereof, all of the Outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC. 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 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.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District, the Tender Agent and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (b) the delivery to any DTC Participant or any other person, other than an Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (c) the payment to any DTC Participant or any other person, other than an Owner, as shown on the Register of any amount with respect to principal of Bonds, premium, if any, or interest on the Bonds.

Except as provided in Section 2.09 of this Order, the District, the Tender Agent and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute Owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of Bonds, premium, if any, and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register 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 payments of principal, premium, if any, and interest on the Bonds 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.

Section 2.08. Payments and Notices to Cede & Co. Notwithstanding any other provision of this Order to the contrary, while any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on the Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter of the District to DTC.

Section 2.09. Successor Securities Depository: Transfer 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 of the District to DTC, and that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District or the Paying Agent/Registrar shall (a) 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 of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (b) notify 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. 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, in accordance with the provisions of this Order.

Section 2.10. Term Rate Bonds Held in Book-Entry-Only System. This Section 2.10 shall apply with respect to tenders and purchases of Term Rate Bonds held in the Book-Entry System. The Remarketing Agent will transfer proceeds from the remarketing of tendered Term Rate Bonds, whether at their initial remarketing or in conjunction with a subsequent remarketing, directly to DTC to be distributed in accordance with DTC's normal procedures. Evidence of beneficial ownership in Term Rate Bonds purchased with such remarketing proceeds shall be provided to the purchasers thereof according to DTC's normal procedures. To the extent the Remarketing Agent is unable to successfully remarket tendered Term Rate Bonds and such failure is of a type specified in Sections 4.02(e) or 4.04, no change in the beneficial owner of the Term Rate Bonds shall occur. Pursuant to the Remarketing Agreement, the Remarketing Agent shall continue its attempts to remarket the Term Rate Bonds that are the subject of a failed remarketing as described in Sections 4.02(e) or 4.04.

Section 2.11. Cancellation. All Bonds paid or redeemed before scheduled 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 canceled and proper records made regarding such payment, redemption, exchange, or replacement. The Paying Agent/Registrar shall destroy such canceled Bonds and periodically furnish the District with certificates of destruction of such Bonds.

Section 2.12. 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) If any Bond is lost, apparently destroyed, or wrongfully taken, the District, 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 authorize and the Paying Agent/Registrar

shall deliver a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first:

(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 or the Paying Agent/Registrar.

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

(e) Each replacement Bond delivered in accordance with this Section 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 2.13. Tax Levy.

(a) Pursuant to the authority granted by the Constitution and laws of the State of Texas, there shall be levied and 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 on each one hundred dollars valuation of taxable property within the District at a rate sufficient, without legal limit as to rate or amount, to pay the principal of and interest on the Bonds when due and payable, full allowance being made for delinquencies and costs of collection, taking into account any available or otherwise unencumbered funds of the District which are on deposit in the Interest and Sinking Fund established in Section 2.14 and are available to pay debt service on the Bonds, assuming the Highest Rate if any Term Rate Bonds then bear interest at a Stepped Rate or at a Term Rate for a period shorter than the period for which taxes are then being assessed, and using the actual rate if any Term Rate Bonds then bearing interest at Fixed Rates or a Term Rate that remains in effect through the period for which taxes are then being assessed.

(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 the principal of and interest on the Bonds when and as due and payable in accordance with their terms 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.

Section 2.14. Interest and Sinking Fund.

(a) The District hereby establishes a special fund or account, to be designated the “Little Elm Independent School District Fixed and Variable Rate Unlimited Tax School Building Bonds, Series 2020 Interest and Sinking Fund” (the Interest and Sinking Fund), said fund to be kept at an official depository bank of the District and established and maintained on the books and records of the District separate and apart from all other funds and accounts of the District.

(b) Money on deposit in or required by this Order to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable.

Section 2.15. Construction Fund.

(a) The District hereby establishes a special fund or account, to be designated the “Little Elm Independent School District Fixed and Variable Rate Unlimited Tax School Building Bonds, Series 2020 Construction Fund” (the Construction Fund), said fund to be kept at an official depository bank of the District and established and maintained on the books and records of the District separate and apart from all other funds and accounts of the District

(b) Money on deposit in the Construction Fund, including investment earnings thereof, shall be used for the purposes specified in Section 2.01(i).

(c) 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.

ARTICLE III
INTEREST RATES ON BONDS

Section 3.01. Initial Interest Rates; Subsequent Interest Rates.

(a) The Term Rate Bonds shall bear interest at the Initial Rate, being __. % per annum for the duration of the Initial Rate Period. At the end of the Initial Rate Period, the Term Rate Bonds shall be subject to mandatory tender, without right of retention by the Owner; provided, however, that a failure of the Remarketing Agent to remarket the Term Rate Bonds at the end of the Initial Rate Period, as further described in Section 4.04, shall result in the holders of the Term Rate Bonds retaining such Term Rate Bonds until the same are remarketed or redeemed pursuant to the applicable provisions of this Order. Thereafter, the Term Rate Bonds shall bear interest at the Term Rate determined in accordance with the provisions of Section 3.02, except that the interest period applicable to the Term Rate Bonds may be converted from the Initial Rate Period to a Term Rate Period of the same or different duration or to the Fixed Rate Period pursuant to Section 3.02 or 3.03, respectively. Notwithstanding the foregoing, if the Remarketing Agent fails to remarket the Term Rate Bonds, resulting in the holders thereof retaining such Term Rate Bonds subsequent to the end of the Initial Rate Period, those Term Rate Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period. No Opinion of Bond Counsel is required prior to or in conjunction with a conversion from the Initial Rate Period to a Term Rate Period (being a Term Rate Conversion Date).

(b) The Fixed Rate Bonds bear interest on the unpaid principal amounts from the Closing Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, at the per annum rates, while Outstanding, on August 15 in each of the years, and bearing on the principal amounts at the interest rates, specified in the following schedule:

Years of Stated <u>Maturity</u>	Principal <u>Amount (\$)</u>	Interest <u>Rate (%)</u>
---------------------------------------	---------------------------------	-----------------------------

Section 3.02. Term Rates; Conversions among Term Rate Periods.

(a) Determination by Remarketing Agent. Subject to the further provisions of this Article III with respect to particular Term Rate or conversions between Term Rates, the Term Rate or Rates to be applicable to any Bonds during any Term Rate Period shall be determined by the Remarketing Agent. The Remarketing Agent shall determine the Term Rate in accordance with this section on the Rate Determination Date. The Term Rate so determined shall become effective on the first day of the next succeeding Term Rate Period (being a Term Rate Conversion Date).

(i) In each case, the Term Rate for the Term Rate Period in question shall be determined by the Remarketing Agent on the Rate Determination Date required pursuant to Section 3.02(b) below.

(ii) Each Term Rate determined by the Remarketing Agent shall be the lowest rate of interest which, in the judgment of the Remarketing Agent, in consultation with and as approved by the District, would cause the Bonds to have a market value not less than equal to the principal amount thereof, plus accrued interest, under prevailing market conditions as of the Rate Determination Date; provided, however, that any excess proceeds resultant from a pricing structure that produces a net reoffering premium shall (after applying a portion of such reoffering premium to the costs incurred by the District in connection with such reoffering and conversion, if so desired by the District) be used to reduce the principal amount of Bonds that are outstanding after the Term Rate conversion (with the redemption dates and prices determined pursuant to Article V hereof), and make the Term Rate available to the Paying Agent/Registrar; provided, further, however, that in no event shall any Bonds converted to a new Term Rate Period during which they bear interest at a Term Rate bear interest at a rate exceeding the Highest Rate.

(iii) All determinations of Term Rates pursuant to this Section shall be conclusive and binding, absent manifest error, upon the District, the Tender Agent, the Paying Agent/Registrar, and the Owners of the Bonds to which such rates are applicable. The District, the Tender Agent, the Paying Agent/Registrar and the Remarketing Agent shall not be liable to any Owners for failure to give any notice required above or for failure of any Owners to receive such notice.

(b) Manner of Term Rate Determination. A Term Rate shall be determined for each Term Rate Period as follows:

(i) Term Rate Periods shall (A) commence initially on the applicable Term Rate Conversion Date; and (B) end on the last day preceding either the commencement date of the following Term Rate Period or the Conversion Date on which a different Rate Period shall become effective.

(ii) The Term Rate for each Term Rate Period shall be effective from and including the commencement date of such Term Rate Period and remain in effect through and including the last day thereof. Each such Term Rate shall be determined for each Term Rate Period not later than 12:00 p.m., New York City time on the Rate Determination Date, which date shall be a day not more than the 35th day immediately preceding the commencement date of such Term Rate Period (as determined by the District and the Remarketing Agent), and each such Term Rate shall be made available to the Paying Agent/Registrar and the Tender Agent by the Remarketing Agent by the close of business on its Rate Determination Date.

(iii) Notice of each Term Rate shall be given by the Paying Agent/Registrar by first-class mail to each Owner promptly after such Term Rate is determined.

(iv) At the expiration of the Initial Rate Period and any Term Rate Period into which any Bonds have been remarketed thereafter, respectively, the District shall be obligated to remarket such Bonds pursuant to Section 3.02(c) hereof.

(v) If, at the expiration of the then-applicable Initial Rate Period or Term Rate Period, there occurs a failed remarketing of the type described in Section 4.02(f) hereto, such Bonds shall bear interest at the Stepped Rate for the duration of the Stepped Rate Period.

(c) Conversions between Term Rate Periods. At the option of the District, and pursuant to an order of the Board, the Bonds may be converted from the Initial Rate Period to a Term Rate Period or from one Term Rate Period to another. In addition, such order of the Board shall identify the Remarketing Agent that will accomplish the remarketing of the Bonds on the District's behalf at the time of such conversion. The District shall, in connection with the identification of the Remarketing Agent, authorize execution of a Remarketing Agreement therefor if no such agreement is then in place. To accomplish the proposed conversion, the District shall give written notice of the proposed conversion together with a copy of the Opinion of Bond Counsel, to the Remarketing Agent on the date that notice is required to be given pursuant to Section 3.02(c)(ii). The conversion shall be accomplished as follows:

(i) The Conversion Date of a conversion to a new Term Rate Period shall be an Interest Payment Date on which interest is payable for the Initial Rate Period or Term Rate Period, as applicable, from which the conversion is to be made.

(ii) The District shall give written notice of any such conversion to the Paying Agent/Registrar, and the Tender Agent not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the proposed Conversion Date.

(iii) Not less than thirty (30) days prior to the Conversion Date, the Paying Agent/Registrar shall mail (by first-class mail) a written notice of the conversion to the Owners. Such notice shall:

(A) contain the information set forth in the notice from the District pursuant to Section 3.02(c)(ii) above,

(B) set forth the date by which the Remarketing Agent will determine and the Paying Agent/Registrar will notify the Owners of the Term Rate for the Term Rate Period commencing on the Term Rate Conversion Date pursuant to Section 3.02(g)(iv) below, and

(C) set forth the matters required to be stated pursuant to Section 4.03 with respect to purchases of such Bonds governed by such Section.

(iv) The Term Rate for the Term Rate Period commencing on the Conversion Date shall be determined by the Remarketing Agent in the manner provided in Section 3.02(a) above on the date set forth in Section 3.02(b) above.

(v) Any conversion pursuant to this Section 3.02 shall be subject to the condition that on or before two (2) days prior to the date the Paying Agent/Registrar is required to give notice of the date of such conversion, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel, if such conversion results in a reissuance under the Code. If such Opinion of Bond Counsel

is not delivered, the conversion shall not occur and the Bonds shall not be converted but shall remain in the same Initial Rate Period or Term Rate Period, as applicable; provided, however, that such Bonds shall be subject to mandatory tender as provided herein. For the avoidance of doubt, no opinion of Bond Counsel is required when a conversion of Bonds under this Section 3.02 does not result in a reissuance under the Code.

Section 3.03. Fixed Rate Conversion at Option of the District. At the option of the District, and pursuant to an order of the Board, Bonds bearing interest at the Initial Rate or at a Term Rate may be converted in whole or in part to a Fixed Rate to their maturity or prior redemption. A partial conversion to a Fixed Rate shall, with respect to Bonds so converted, be completed solely at the District's discretion and in the manner so provided by the Board. Any such conversion shall be made as follows:

(a) The Fixed Rate Conversion Date shall be an Interest Payment Date on which a new Term Rate Period would otherwise have commenced pursuant to Section 3.02(b) hereof.

(b) (i) The District shall give written notice of any such conversion to the Remarketing Agent, the Paying Agent/Registrar, and the Tender Agent not less than forty-five (45) days prior to the proposed Conversion Date. Such notice shall specify the Fixed Rate Conversion Date and the principal amount of Bonds to be converted.

(ii) Not less than thirty (30) days prior to the Fixed Rate Conversion Date, the Paying Agent/Registrar shall mail (by first-class mail) a written notice of the conversion to the Owner of all Bonds to be converted, specifying the Conversion Date and setting forth the matters required to be stated pursuant to Section 3.03(c).

(c) Notice of conversion shall be given by first-class mail by the Paying Agent/Registrar to Moody's, S&P, and Fitch and the Owners of all Bonds to be converted. Such notice shall inform the Owners of:

(i) the proposed Fixed Rate Conversion Date;

(ii) the date by which the Remarketing Agent will determine and the Paying Agent/Registrar will notify the Owners of the Fixed Rate pursuant to Section 3.03(d) below;

(iii) the conditions to the conversion pursuant to Section 3.03(e) below;

(iv) statement of whether such conversion is a partial conversion of Bonds or a conversion of all Bonds then Outstanding; and

(v) the matters required to be stated pursuant to Section 4.03 with respect to purchases of Bonds governed by such Section.

(d) Not later than 12:00 p.m., New York City time, on or before the seventh (7th) Business Day prior to the Fixed Rate Conversion Date the Remarketing Agent shall, in consultation with and subject to the approval of the District, determine the Fixed Rate or Rates for the Bonds being converted to a Fixed Rate Period which will cause such Bonds to have a market

value equal to not less than the principal amount thereof, provided that any excess proceeds resultant from a pricing structure that produces a net reoffering premium shall (after applying a portion of such reoffering premium to the costs incurred by the District in connection with such reoffering and conversion, if so desired by the District) be used to reduce the principal amount of Bonds that are Outstanding after such conversion to a Fixed Rate Period (with the redemption dates and prices determined pursuant to Section 5.02(c) hereof), and make the Fixed Rate or Rates available to the Paying Agent/Registrar; provided, however, in no event shall the Bonds converted to Fixed Rate bear interest at a rate exceeding the Highest Rate. Such determination shall be conclusive and binding upon the District, the Paying Agent/Registrar and the Owners of the Bond to which such Rate will be applicable. Promptly after the date of determination, the Paying Agent/Registrar shall give notice of such Fixed Rate or Rates by first-class mail to the Tender Agent.

(e) Any conversion to a Fixed Rate pursuant to this Section 3.03 shall be subject to the following conditions:

(i) on or before the Fixed Rate Conversion Date, the District shall have delivered to the Paying Agent/Registrar and the Remarketing Agent an Opinion of Bond Counsel; and

(ii) as of the Fixed Rate Conversion Date, sufficient funds shall be available to purchase Bonds which are then required to be purchased pursuant to Section 4.04.

If the foregoing conditions are not met for any reason, the conversion shall not be effective, the Bonds shall continue to bear interest at the last effective Initial Rate, Term Rate or Stepped Rate, as applicable. The Paying Agent/Registrar shall promptly notify the Owners of such fact and shall give all additional notices and take all further actions required pursuant to Section 4.04 (to the extent applicable).

(f) At its option, the District also may determine the serial or term maturities, redemption provisions and other terms which shall be applicable to the pricing of the Bonds on and after the Fixed Rate Conversion Date; provided, however, that no such determination shall result in a greater amount of combined debt service on the Bonds in any year than is reflected in the Bonds' debt service schedule included in the final Offering Memorandum. Following the Fixed Rate Conversion Date, the Bonds shall be subject to optional and mandatory sinking fund redemption, if at all, in whole or in part on such dates as shall be determined at the time of the conversion.

ARTICLE IV TENDER AND PURCHASE OF BONDS

Section 4.01. No Optional Tender. The Bonds are not subject to optional tender by the Holders thereof.

Section 4.02. Mandatory Tender Upon Term Rate Conversion.

(a) Conversions to Term Rate Periods. While the District is obligated to remarket the Bonds pursuant to Section 3.02(b)(iv), on any Term Rate Conversion Date pursuant to Section

3.02(c), such Bonds shall be converted from the Initial Rate Period to a Term Rate Period or from a Term Rate Period to another Term Rate Period are subject to mandatory tender for purchase on the Term Rate Conversion Date at the Purchase Price.

(b) Notice to Owners. Any notice of a Term Rate Conversion Date given to Owners pursuant to Section 3.02(c)(iii) shall, in addition to the requirements of such Section, state that the Bonds to be converted will be subject to mandatory tender for purchase on the Term Rate Conversion Date and the time at which the Bonds are to be tendered for purchase.

(c) Remarketing. Unless the Remarketing Agreement then in effect specifies that such remarketing shall constitute a firm financial arrangement with the Remarketing Agent, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for such Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price of tendered Bonds to the Remarketing Agent in immediately available funds at or before 9:30 a.m., New York City time, on the Term Rate Conversion Date.

(d) Purchase of Tendered Bonds.

(i) Notice. At or before 3:00 p.m., New York City time, on the Business Day immediately preceding the date fixed for purchase of tendered Bonds, the Remarketing Agent shall give notice by telephone, facsimile, electronic mail transmission, or other similar communication to the Tender Agent of the principal amount of tendered Bonds which were not remarketed. Not later than 4:00 p.m., New York City time, on the date of receipt of such notice the Tender Agent shall give notice by telephone, facsimile, electronic mail transmission, or other similar communication to an Authorized Officer and the Paying Agent/Registrar specifying the principal amount of tendered Bonds as to which the Remarketing Agent has not found a purchaser. At or before 3:00 p.m., New York City time, on the Business Day prior to the purchase date, to the extent known to the Remarketing Agent, but in any event, no later than 10:30 a.m., New York City time, on the date fixed for purchase, the Remarketing Agent shall give notice to the Tender Agent by telephone (promptly confirmed in writing) of any change in the names, addresses, and taxpayer identification numbers of the purchaser and, if available, payment instructions for regularly scheduled interest payments.

(ii) Sources of Payment. At or before 10:30 a.m., New York City time, the Remarketing Agent shall cause to be paid to the Tender Agent for deposit in the "Little Elm Independent School District Remarketing Proceeds Payment Fund, Series 2020" (the Series 2020 Payment Fund) on the date fixed for purchase of the tendered Bonds, all amounts representing proceeds of the remarketing of such Bonds, such payments to be made in the manner and at the time specified in Section 4.02(d) above. If such amounts, plus all other amounts received by the Tender Agent for the purchase of tendered Bonds, are not sufficient to pay the Purchase Price, the Tender Agent shall immediately notify an Authorized Officer of any deficiency no later than 11:00 a.m., New York City time, on such date; provided, however, in the event the date of purchase of the tendered Bonds is an Interest Payment Date, payment of the accrued interest portion of the Purchase Price for the tendered Bonds shall be the sole responsibility of the District. The District (if the District is obligated to pay the interest portion of the Purchase Price) shall deliver to the

Tender Agent immediately available funds in an amount at least equal to its portion of the Purchase Price agreed to be paid on the tender date of such unremarketed tendered Bonds prior to 2:00 p.m., New York City time, on the date set for purchase of such tendered Bonds. All money received by the Tender Agent as remarketing proceeds and additional amounts, if any, received from the District to pay the Purchase Price of the tendered Bonds shall be deposited by the Tender Agent in the Series 2020 Payment Fund to be used solely for the payment of the Purchase Price of such tendered Bonds and shall not be commingled with other funds held by the Tender Agent and shall remain uninvested.

(iii) Payments by the Tender Agent. At or before 2:30 p.m., New York City time, on the date set for purchase of tendered Bonds and upon receipt by the Tender Agent of 100% of the aggregate Purchase Price of the tendered Bonds, the Tender Agent shall pay the Purchase Price of such Bonds to the Owners thereof at its designated office or by bank wire transfer. Such payments shall be made in immediately available funds. The Tender Agent shall apply in order (A) money paid to it by the Remarketing Agent as proceeds of the remarketing of such Bonds by the Remarketing Agent and (B) money, if any, paid by the District. If sufficient funds are not available for the purchase of all tendered Bonds, no purchase shall be consummated, in which case the provisions of Section 4.02(f) shall apply.

(iv) Registration and Delivery of Tendered or Purchased Bonds. On the purchase date, the Tender Agent shall register and deliver (or hold) or cancel all Bonds purchased or remarketed by the Remarketing Agent and shall deliver to the new registered owner(s) in accordance with the instructions of the Remarketing Agent by 2:00 p.m., New York City time.

Notwithstanding anything to the contrary in the foregoing paragraph, for so long as the Bonds are held in the Book-Entry-Only System of DTC in accordance with Section 2.07 hereof, any Bond remarketed by the Remarketing Agent shall be delivered to the new beneficial owner thereof by a transfer in the Book-Entry-Only System of DTC of such remarketed Bond to the applicable DTC Participant account for such beneficial owner.

(v) Delivery of Bonds; Effect of Failure to Surrender Bonds. All Bonds to be purchased on any date shall be required to be delivered to the office of the Tender Agent at or before 5:00 p.m., New York City time, on the Business Day next preceding the purchase date (12:00 noon New York City time on the tender date for Bonds held in book entry only system). If the Owner of any Bond (or portion thereof) that is subject to purchase pursuant to this Section fails to deliver such Bond to the Tender Agent for purchase on the purchase date, and if the Tender Agent is in receipt of the Purchase Price therefor, such Bond (or portion thereof) shall nevertheless be deemed purchased on the day fixed for purchase thereof and shall constitute an Undelivered Bond. Ownership of Undelivered Bonds (or portions thereof) shall be transferred to the purchaser thereof as provided in Section 4.02(d)(iv) above. Any Owner of Undelivered Bonds shall have no further right thereunder except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Tender Agent. The Tender Agent shall, as to any Undelivered Bonds, (A) promptly notify the Remarketing Agent of such nondelivery and (B) place a stop transfer against such Undelivered Bonds.

(e) Failure to Remarket Tendered Bonds. In the event that Bonds in the Initial Rate Period or any Term Rate Period are not converted and remarketed to new purchasers on the applicable Conversion Date, the District shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Holders thereof), and (v) will be deemed to continue in the Initial Rate Period or Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate, calculated on the basis of twelve 30 day months and the number of days actually elapsed, until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at a price not less than par, in such interest rate mode or modes as the District directs, bearing interest at a rate not exceeding the Highest Rate. All other provisions of Section 4.02 shall apply to and govern Bonds described in this Subsection to the extent such terms are not in conflict with those included herein.

Section 4.03. Mandatory Tender Upon Fixed Rate Conversion.

(a) Mandatory Tender Upon Conversion. Any Bonds to be converted to a Fixed Rate Period pursuant to Section 3.03 shall be subject to mandatory tender for purchase on the Fixed Rate Conversion Date at the Purchase Price. The Owners shall not have the right to elect to retain their Bonds.

(b) Notice to Owners. Any notice of conversion given to Owners pursuant to Section 3.03(c) shall, in addition to the requirements of such Section, state that Owners shall not have the right to waive mandatory tender and that Bonds not delivered to the Tender Agent for purchase on the date specified in the notice shall be deemed tendered on such date and that after such date Owners will not be entitled to any payment (including interest to accrue subsequent to the required purchase date) other than the Purchase Price for such Undelivered Bonds and such Undelivered Bonds shall no longer be entitled to the benefits of this Order.

(c) Remarketing. Unless the Remarketing Agreement then in effect specifies that such remarketing shall constitute a firm financial arrangement with the Remarketing Agent, the Remarketing Agent shall offer for sale and use its best efforts to find purchasers for the Bonds. The terms of any sale by the Remarketing Agent shall provide for the payment of the Purchase Price to the Remarketing Agent of the tendered Bonds in immediately available funds at or before 9:30 a.m., New York City time on the Fixed Rate Conversion Date.

(d) Purchase of Tendered Bonds. The provisions of Section 4.02(e) shall apply to mandatory tenders pursuant to this Section 4.03.

Section 4.04. Mandatory Tender at End of Initial Rate Period. Notwithstanding any provisions of this Order to the contrary, the Bonds issued hereunder shall be subject to mandatory tender on the Conversion Date immediately following the end of the Initial Rate Period, without right of retention by the Owner, at the Purchase Price. Bonds tendered pursuant to this Section 4.04 shall be delivered to the Remarketing Agent against payment therefor in accordance with the provisions of Section 4.02(e). In the event that such Bonds are not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase the Bonds tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under this Order or the Bonds, the mandatory tender will be deemed to have been rescinded for that date with respect to the Bonds subject to such failed remarketing only, and such Bonds (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of such Bonds, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the Holders thereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate, calculated on the basis of twelve 30 day months and the number of days actually elapsed, until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will cause the Bonds to be converted and remarketed on the earliest reasonably practicable date on which they can be sold at a price not less than par, in such interest rate mode or modes as the District directs, bearing interest at a rate not exceeding the Highest Rate.

ARTICLE V REDEMPTION OF BONDS BEFORE MATURITY

Section 5.01. Limitation on Redemption. The Bonds shall be subject to redemption before scheduled maturity only as provided in this Article V.

Section 5.02. Optional Redemption.

(a) The Fixed Rate Bonds are not subject to optional redemption prior to Stated Maturity, unless otherwise provided in the Pricing Certificate.

(b) [Except as hereafter specified, Bonds bearing interest at the Initial Rate are not, during the Initial Rate Period, subject to redemption at the option of the District.]

(c) Prior to the Fixed Rate Conversion Date, Bonds bearing interest at a Term Rate during a Term Rate Period are subject to redemption, if at all, at the times, at the prices, and in the manner determined by the District on a Term Rate Conversion Date (and as evidenced in an Pricing Certificate). Upon conversion, Bonds bearing interest at Fixed Rates during a Fixed Rate Period are subject to redemption, if at all, at the option of the District, in whole or in part, on the dates and at the prices determined and established by the District on the Fixed Rate Conversion Date (and as evidenced in an Pricing Certificate).

(d) All Bonds are callable, at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Conversion Date.

(e) Bonds bearing interest at the Stepped Rate during the Stepped Rate Period are subject to redemption, in whole or in part, at the option of the District, at a redemption price equal to the principal amount thereof plus interest accrued thereon at the Stepped Rate to the redemption date, on any date.

(f) The District shall deliver notice to the Paying Agent/Registrar of its intention to redeem Bonds, which notice shall specify the principal amount of the Bonds to be redeemed (i) with respect to Bonds bearing interest at a Stepped Rate, at least two (2) days prior to the redemption date and (ii) with respect to Bonds bearing interest at a Term Rate or at Fixed Rates, at least thirty (30) days prior to the redemption date.

(g) On or prior to the date established for optional redemption of any Bonds, the District shall have deposited an amount sufficient to pay the redemption price of the Bonds to be redeemed with the Paying Agent/Registrar. Such money shall be invested, if at all, in Government Securities.

Section 5.03. Mandatory Redemption. The Term Rate Bonds are subject to mandatory redemption from money on deposit in the Interest and Sinking Fund at a price of par plus accrued interest to the date fixed for redemption, on August 15 in each of the years and in the amounts set out below.

<u>Year</u> <u>August 15</u>	<u>Amount (\$)</u>
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	

*Stated Maturity.

The principal amount of Bonds required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Bonds which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the

request of the District with money in the Interest and Sinking Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth above and not thereto for credited against a mandatory redemption requirement.

Section 5.04. Partial Redemption.

(a) Except for Bonds redeemed on a Conversion Date and that are, on such date, subject to mandatory tender, Bonds redeemed in part shall be selected for redemption at random and by lot.

(b) A portion of a single Bond of a denomination greater than an Authorized Denomination may be redeemed but only in a principal amount equal to a minimum Authorized Denomination or any integral multiple thereof. The Paying Agent/Registrar shall treat each minimum Authorized Denomination 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 shall authenticate and deliver an exchange Bond or Bonds in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Section 5.05. Notice of Redemption.

(a) The Paying Agent/Registrar shall cause notice of redemption of any Bond to be redeemed in whole or in part to be mailed first-class mail to the Owner thereof at the address of the Owner appearing in the Register (i) with respect to a Bond bearing interest at a Stepped Rate, at least one (1) day prior to the redemption date and (ii) with respect to a Bond bearing interest at the Initial Interest Rate, a Term Rate, or a Fixed Rate, at least thirty (30) days prior to the redemption date.

(b) The notice of redemption shall identify the Bonds to be redeemed, and shall specify the numbers thereof, the redemption date and the redemption price. The notice shall state that (i) on the redemption date the Bonds called for redemption will be payable at the designated office of the Paying Agent/Registrar, and (ii) on and after the redemption date interest will cease to accrue.

(c) 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.

(d) Notwithstanding the foregoing, a notice of mandatory tender delivered in accordance with Section 4.02(b) hereof shall serve as notice of redemption of Bonds, if any such redemption is to occur, at the option of the District on a Conversion Date.

Section 5.06. Payment Upon Redemption.

(a) By each redemption date, the District shall deposit (or cause to be deposited) with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date.

(b) Upon presentation and surrender of any Bond called for redemption at the designated office of the Paying Agent/Registrar on or after the date fixed for redemption, the

Paying Agent/Registrar shall pay the principal of and accrued interest on such Bond to the date of redemption from the money provided for that purpose.

Section 5.07. Effect of Redemption.

(a) Notice of redemption having been given, and due provision having been made for payment, the Bonds or portions thereof called for redemption shall become due and payable on the date fixed for redemption; thereafter, such Bonds or portions thereof shall cease to bear interest from the date fixed for redemption, whether or not such Bonds are presented and surrendered for payment on such date.

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

ARTICLE VI
PAYING AGENT/REGISTRAR; REMARKETING
AGENT; TENDER AGENT

Section 6.01. Appointment of Initial Paying Agent/Registrar. The Authorized Officer is hereby authorized to select and appoint the initial Paying Agent Registrar for the Bond, and the initial Paying Agent/Registrar shall be designated in the Pricing Certificate. 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 or the Authorized Officer, a Paying Agent/Registrar Agreement, 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. Such Agreement, as executed by an Authorized Officer, shall be deemed to be the Paying Agent/Registrar Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and the Board.

Section 6.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 6.03. 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 6.02 of this Order. Each Authorized Officer is hereby authorized and directed to execute an agreement with the Paying Agent/Registrar specifying the duties and responsibilities of the District and the Paying Agent/ Registrar.

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

Section 6.04. Termination. The District, upon not less than forty-five (45) days' notice, reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering written notice of such termination.

Section 6.05. 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 shown in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 6.06. Agreement to Perform Duties and Functions. By accepting the appointment as Paying Agent/Registrar and executing a paying agent/registrar agreement with the District, 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 thereby.

Section 6.07. 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.

Section 6.08. Appointment of Initial Remarketing Agent. The District hereby authorizes any Authorized Officer to identify and select the Remarketing Agent for the Term Rate Bonds while they are in the Initial Rate Period, if determined thereby to be necessary or beneficial (subject to the requirement to select a Remarketing Agent as provided in Section 6.10 below). The Remarketing Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Remarketing Agreement, the execution of which is hereby approved. Additionally, each Authorized Officer is hereby authorized and directed to execute and deliver the Remarketing Agreement, attached hereto, in substantially final form, as Exhibit C, for and on behalf of the District and this Board, and such Remarketing Agreement as executed by an Authorized Officer shall be deemed to be the Remarketing Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Section 6.09. Appointment of Initial Tender Agent. The District hereby authorizes any Authorized Officer to select and appoint the initial Tender Agent for the Bonds. The Tender Agent shall signify its acceptance of the duties and obligations imposed on it hereunder by its execution of the Tender Agent Agreement, the execution of which is hereby approved. Additionally, each Authorized Officer is hereby authorized and directed to execute and deliver the Tender Agent Agreement, attached hereto, in substantially final form, as Exhibit D, for and on behalf of the District and this Board, and such Tender Agent Agreement, as executed by an Authorized Officer shall be deemed to be the Tender Agent Agreement herein approved and authorized to be executed and delivered for and on behalf of the District and this Board.

Each Tender Agent shall be a commercial bank or trust company organized under the laws of the United States or any state, or other entity duly qualified and legally authorized to serve as and perform the duties and services of tender agent for the Bonds.

Section 6.10. Maintaining Remarketing Agent and Tender Agent.

(a) The District need not maintain a Remarketing Agreement for the Bonds during the Initial Rate Period or any Term Rate Period so long as the Board, in the order required under Section 3.02(c), identifies and names therein the party to serve as Remarketing Agent in connection with the conversion in such order contemplated and at such time executes a Remarketing Agreement evidencing the Remarketing Agent's agreement to serve in such capacity in addition to the terms governing such agreement. No resignation or removal of the Remarketing Agent (if required to be maintained) or Tender Agent shall become effective until a successor has been appointed and accepted such appointment. Any successor Tender Agent shall have capital of not less than \$50,000,000.

(b) Promptly upon each change in the entity serving as Remarketing Agent or Tender Agent, the District will cause notice of such change to be sent to each Owner by first-class mail.

ARTICLE VII
FORM OF THE BONDS

Section 7.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds, (i) shall be substantially in the form set forth in this Article, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order, 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 the guarantee of the Permanent School Fund, insurance legends in the event the Bonds (or any Stated Maturities thereof) are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution.

(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 definitive Bonds may 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.

(d) Each Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced with the series as designated in the form and the headings "Interest Rate" and "CUSIP No." shall both be omitted.

(e) If bond insurance is obtained by the Underwriters or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the definitive Bonds and the Initial Bonds shall bear an appropriate legend as provided by the Insurer or the Texas Education Agency, as applicable, to appear under the following header (as applicable):

[BOND INSURANCE] [PERMANENT SCHOOL FUND GUARANTEE]

Section 7.02. Form of the Bonds. The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar, and the form of Assignment appearing on the Bonds, shall be substantially as set forth in Exhibit A attached hereto.

Section 7.03. CUSIP Registration. The District may secure identification numbers through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of The American Bankers Association, 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 the attorneys approving said Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 7.04. Legal Opinion. The obligation of the Underwriters to accept delivery of the Bonds is subject to being furnished a final opinion of Bracewell LLP, Dallas, Texas, in its capacity as bond counsel to the District (Bond Counsel), approving such Bonds as to their validity, said opinion to be dated and delivered as of the date of delivery and payment for such Bonds. A true and correct reproduction of said opinion or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry System used in the settlement and transfer of the Bonds.

ARTICLE VIII SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 8.01. Sale of Bonds; Offering Memorandum.

(a) The Bonds authorized by this Order are hereby sold by the District to _____, _____ Texas (the *Underwriters*) in accordance with the provisions of the Purchase Contract (the *Purchase Contract*) attached hereto as Exhibit F. The Initial Bonds shall be registered in the name of _____.

(b) Any Authorized Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the District and as the act and deed of the Board, and in regard to the approval and execution of the Purchase Contract, the Board hereby finds, determines and declares that the representations, warranties, and agreements of the District contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the District. Delivery of the Bonds to the Underwriters shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

(c) The form and substance of the Offering Memorandum, and any addenda, supplement or amendment thereto (the Offering Memorandum) presented to and considered at this meeting, are hereby in all respects approved and adopted, and is hereby deemed final 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 the Rule and the President and Secretary of the Board are hereby authorized and directed to execute the same and deliver appropriate numbers of executed copies thereof to the Underwriters. The Offering Memorandum as thus approved, executed and delivered, with such appropriate variations as shall be approved by an Authorized Officer and the Underwriters, may be used by the Underwriters in the public offering and sale thereof.

(d) All officers of the District are authorized and directed to execute such documents, certificates and receipts as they may deem appropriate to consummate the delivery of the Bonds.

(e) The obligation of the Underwriters to accept delivery of the Bonds is subject to such Underwriters being furnished with the final, approving opinions of the Attorney General of the State of Texas and Bond Counsel for the District.

(f) Proceeds from the sale of the Bonds shall be applied as follows:

The District received an amount equal to the principal amount of the Bonds plus a [net] reoffering premium (the "Premium") from the sale of the Bonds of \$_____. Proceeds of the Bonds shall be allocated in the following manner: (1) \$ _____ to pay the Underwriters' compensation; (2) \$25,000,000 (representing the principal amount of \$_____, together with premium allocated to voted authorization in the amount of \$_____ shall be deposited to Construction Fund for the purposes described in Section 2.01(i); and (3) \$ _____ to pay certain costs of issuance.

Section 8.02. Control and Delivery of Bonds.

(a) The President of the Board is hereby authorized to have control of the Initial Bonds 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 Underwriters against receipt by the District of all amounts due to the District under the terms of sale.

ARTICLE IX INVESTMENTS

Section 9.01. Investments.

(a) Money in the Interest and Sinking Fund and Construction Fund created by this Order, at the option of the District, may be invested in such securities or obligations as permitted under applicable law, and pending the disbursement of the proceeds of sale of the Bonds for authorized purposes, such proceeds of sale may be invested in authorized investments in

accordance with the Public Funds Investment Act (V.T.C.A., Government Code, Chapter 2256), as amended, or other applicable law.

(b) Any securities or obligations in which money 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 Interest and Sinking Fund.

Section 9.02. Investment Income.

(a) Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such fund.

(b) Interest and income derived from investment of the proceeds of sale of the Bonds and the payment of the costs of issuance shall be credited to the fund or account where deposited and shall be used for such purposes, with any funds remaining after the accomplishment of such purposes to be transferred to the Interest and Sinking Fund as received.

ARTICLE X
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01. Payment of the Bonds. On or before each Interest Payment Date for the Bonds, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal, redemption premium, if any, and interest on the Bonds as will accrue or mature on the applicable Interest Payment Date or date of prior redemption.

Section 10.02. 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 the principal, redemption premium, if any, and interest on each Bond 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 10.03. Federal Tax Matters.

(a) General. The provisions of this Section 10.03 shall apply to all Bonds issued pursuant to this Order unless the Authorized Officer specifically determines in any Pricing Certificate that this Section 10.03 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.

Section 10.04. Continuing Obligation. Notwithstanding any other provision of this Order, the District's obligations under the covenants and provisions of this Article X shall survive the defeasance and discharge of the Bonds.

ARTICLE XI DEFAULT AND REMEDIES

Section 11.01. Events of Default. Each of the following occurrences or events for the purpose of this Order, specifically to exclude events described in Section 4.02(e) and 4.04, respectively, is hereby declared to be an Event of Default:

(i) the failure to make payment of the principal of, redemption premium, if any, or interest on any of the Bonds 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 sixty (60) days after notice of such default is given by any Owner to the District.

Section 11.02. Remedies for Default.

(a) Upon the happening of any Event of Default, then any Owner or an Authorized Officer 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) All such proceedings shall be instituted and maintained for the equal benefit of all Owners of Bonds then outstanding.

Section 11.03. 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 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.

ARTICLE XII DISCHARGE

Section 12.01. General Provisions. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of, premium, if any, and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Section 12.02. Discharge by Payment. When all Bonds have been paid in full as to principal, interest, and redemption premium, if any, or when all Bonds have become due and payable, whether at maturity or by prior redemption or otherwise, and the District shall have provided for the payment of the whole amount due or to become due on all of such Bonds then Outstanding, including all interest that has accrued thereon or that may accrue to the date of maturity or prior redemption, and any premium due or that may become due at maturity or prior redemption, by depositing with the Paying Agent/Registrar, for payment of the principal of such Outstanding Bonds and the interest accrued thereon and any redemption premium due thereon, the entire amount due or to become due thereon, and the District shall also have paid or caused to be paid all sums payable under this Order by the District, including the compensation due or to become due the Paying Agent/Registrar, then the Paying Agent/Registrar, upon receipt of a letter of instructions from the District requesting the same, shall discharge and release the lien of this Order and execute and deliver to the District such releases or other instruments as shall be requisite to release the lien hereof.

Section 12.03. Discharge by Deposit. Bonds or any principal amount(s) thereof shall be deemed to have been paid within the meaning and with the effect expressed above in this Article when (i) money sufficient to pay in full such Bonds or the principal amount thereof at Stated Maturity or the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amount thereof, on and prior to the Stated Maturity thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/ Registrar have been made) the

redemption date thereof for the Bonds. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, the Paying Agent/Registrar, an independent firm of certified public accountants, or another qualified third party concerning the sufficiency of the deposit of cash and/or Government Securities to pay, when due, the principal of, redemption premium (if any), and interest due on any defeased Bonds. As and to the extent applicable, if at all, the District covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as “arbitrage bonds” within the meaning of section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal of and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity or applicable redemption date of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the District, be remitted to the District against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

Notwithstanding any other provision of this Order to the contrary, it is hereby provided that any determination not to redeem defeased Bonds that is made in conjunction with the payment arrangements specified in subsection (i) or (ii) above shall not be irrevocable, provided that: (1) in the proceedings providing for such defeasance, the District expressly reserves the right to call the defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the defeased Bonds immediately following the defeasance; (3) directs that notice of the reservation be included in any redemption notices that it authorizes; and (4) at the time of the redemption, satisfies the conditions of (i) or (ii) above with respect to such defeased debt as though it was being defeased at the time of the exercise of the option to redeem the defeased Bonds, after taking the redemption into account in determining the sufficiency of the provisions made for the payment of the defeased Bonds.

ARTICLE XIII CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB’s Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

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.

Undertaking means the District’s continuing disclosure undertaking, described in Paragraphs 13.02 through 13.06 below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

Section 13.02. 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 Offering Memorandum, 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 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 13.03. Notice of Certain Events.

(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 13.02 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.04. 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 XII 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 13.02 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.

Section 13.05. Information Format – Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

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 through EMMA or filed with the SEC.

ARTICLE XIV AMENDMENTS AND SUPPLEMENTS TO ORDER

Section 14.01. Without Consent of Owners. Without notice to or the consent of any Owner, the District may, at any time, amend this Order to cure any ambiguity or cure, correct or supplement any defective or inconsistent provision contained in this Order or make any other

change that does not, in the opinion of bond counsel for the District, in any respect, materially and adversely affect the interests of the Owners. Without limiting the foregoing, the District may amend or supplement this Order without notice to or the consent of any Owner:

(a) to modify this Order or the Bonds to permit qualification under the Trust Indenture Act of 1939, as amended, or any similar federal statute at the time in effect, or to permit the qualification of the Bonds for sale under the securities laws of any state of the United States;

(b) to authorize different authorized denominations of the Bonds and to make correlative amendments and modifications to this Order regarding exchangeability of Bonds of different authorized denominations, redemptions of portions of Bonds of particular authorized denominations and similar amendments and modifications of a technical nature;

(c) to increase or decrease the number of days specified for the giving of notices in *Article III* and to make corresponding changes to the period for notice of redemption of the Bonds provided that no decreases in any such number of days shall become effective except while the Bonds bear interest at a Term Rate and until 30 days after the Paying Agent/Registrar has given notice to the Owners of the Bonds;

(d) to provide for an uncertificated system of registering the Bonds or to provide for the change to or from a Book-Entry-Only System for the Bonds;

(e) to make any change to this Order when (i) all Bonds have been tendered to the Remarketing Agent pursuant to the terms of this Order, but have not been remarketed following such tender; provided, however, that the Remarketing Agent has received notice of such amendment or supplement; or

(f) effective upon any Conversion Date to a new Term Rate Period or Fixed Rate Period to make any amendment affecting only the Bonds being converted.

Section 14.02. With Consent of Owners. If an amendment of or supplement to this Order or the Bonds without any consent of Owners is not permitted by the preceding Section, the District may enter into such amendment or supplement without prior notice to any Owners but with the consent of Owners of at least a majority in principal amount of the Bonds then Outstanding. However, nothing herein contained shall permit or be construed to permit the amendment, without the consent of each Owner affected thereby, of or supplement to the terms and conditions in this Order, so as to:

(a) change the sinking fund requirements, if any, Interest Payment Dates, rights to tender or the maturity or maturities of the Outstanding Bonds;

(b) reduce the rate of interest borne by any of the Outstanding Bonds;

(c) reduce the amount of the principal or purchase price of or premium, if any, payable on the Outstanding Bonds;

(d) modify the terms of payment of principal or purchase price of, premium, if any, or interest on the Outstanding Bonds, or impose any conditions with respect to such payments;

- (e) affect the rights of the Owners of fewer than all of the Outstanding Bonds; or
- (f) decrease the minimum percentage of the principal amount of Outstanding Bonds necessary for consent to any such amendment.

In addition, if money or investments have been deposited or set aside with the Paying Agent/Registrar pursuant to Article XII for the payment of Bonds and those Bonds shall not have in fact been actually paid in full, no amendment to the provisions of that Article shall be made without the consent of the Owner of each of those Bonds affected.

Section 14.03. Effect of Consents. Any consent received pursuant to Section 14.02 will bind each Owner delivering such consent and each subsequent Owner of a Bond or portion of a Bond evidencing the same debt as the consenting Owner's Bond.

Section 14.04. Notation on or Exchange of Bonds. If an amendment or supplement changes the terms of a Bond, the Paying Agent/Registrar may require the Owner to deliver it to the Paying Agent/Registrar. The Paying Agent/Registrar may place an appropriate notation on the Bond about the changed terms and return it to the Owner. Alternatively, if the Paying Agent/Registrar and the District determine, the District in exchange for the Bond will issue and the Paying Agent/Registrar will authenticate a new Bond that reflects the changed terms.

Section 14.05. Notice to Owners. Upon receipt of notice of an amendment or change to the Order, the Paying Agent/Registrar shall cause notice of the execution of each supplement or amendment to this Order to be mailed to the Owners. The notice will, at the option of the Paying Agent/Registrar, either (i) briefly state the nature of the amendment or supplement and that copies of it are on file with the Paying Agent/Registrar for inspection by Owners or (ii) enclose a copy of such amendment or supplement.

ARTICLE XV PERMANENT SCHOOL FUND GUARANTY

Section 15.01. General. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.65, the District has made application to, and received approval from, the Commissioner of Education of the State of Texas (the Commissioner) for the Bonds to be guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund", created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. This constitutional provision also provides for the creation and funding of the "Available School Fund".

Section 15.02. Permanent School Fund Covenants. By virtue of the approval of the Bonds being eligible for such guarantee, the District hereby covenants, agrees, and acknowledges that:

- (a) Immediately following a determination by the District of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the District shall notify the Commissioner, in the name of the District, of (1) the District's inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (2) the total

dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (3) the name and address of the Paying Agent/Registrar for the Bonds, (4) the date when funds for the payment of the Bonds or interest thereon shall be required to be furnished to the District and deposited with the Paying Agent/Registrar, and (5) such other information as the Commissioner shall require;

(b) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders;

(c) If the District fails to pay the principal of and interest on any bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 2.11 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the District would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

(d) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines that the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(e) If the District fails to pay principal or interest on a guaranteed Bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the District's default.

Section 15.03. Effect of Defeasance of Guaranteed Bonds. If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 12.03 hereof, the guarantee as to payment of principal of and interest on the Bonds by the corpus and income of the Permanent School Fund shall immediately be terminated and be removed in its entirety. Notice of any such prepayment, redemption, or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

ARTICLE XVI
MISCELLANEOUS

Section 16.01. Notice. Any notice, demand, direction, request or other instrument authorized or required by this Order to be given to or filed with the District, the Tender Agent, the Remarketing Agent or the Paying Agent/Registrar shall be deemed to have been given only upon receipt in written or electronic form. Any notice shall be sent by first-class mail, postage prepaid, to the address specified below or, to such other address as may be designated in writing by the parties:

DISTRICT:

Little Elm Independent

PAYING AGENT/REGISTRAR-TENDER AGENT:

_____, ____

_____, _____ Attention: _____

REMARKETING AGENT:

As specified in the Remarketing Agreement

Section 16.02. Notice to Rating Agencies. At any time during which the Bonds are rated by Moody's, S&P, or Fitch, the Paying Agent/Registrar shall notify Moody's, S&P, and Fitch promptly of (i) any change in the Paying Agent/Registrar, Tender Agent, or Remarketing Agent, the expiration, termination, extension or any other material change to this Order or the Remarketing Agreement, and (iii) the redemption, defeasance or payment of all of the Bonds or conversion of the Bonds to a Fixed Rate. Any such notice shall be sent by first-class mail, postage prepaid, to: Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Attention: Public Finance Group—Texas Local Ratings; and Fitch Ratings, One State Street Plaza, New York, New York, 10004, Attention: Municipal Structured Finance.

Section 16.03. Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

Section 16.04. Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, the Underwriters, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, Bond Counsel, Financial Advisors, the Underwriters, and the Holders.

Section 16.05. Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

Section 16.06. Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

Section 16.07. Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 16.08. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

Section 16.09. Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

Section 16.10. Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

Section 16.11. Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the District or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

Section 16.12. No Recourse Against District Officials. No recourse shall be had for the payment of principal of, premium, if any, and interest on any Bond or for any claim based thereon or on this Order against any official of the District or any person executing any Bond.

Section 16.13. Further Procedures. The officers and employees of the District are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the District all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, Purchase Contract, the Agreement, the Remarketing Agreement, the Tender Agent Agreement, and the Offering Memorandum. In addition, prior to the initial delivery of the Bonds, any Authorized Officer and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections

to this Order or to any of the instruments authorized and approved by this Order necessary in order to (i) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order and as described in the Offering Memorandum, (ii) obtain a rating from any of the national bond rating agencies, or (iii) obtain the approval of the Bonds by the Texas Attorney General's office. In case any officer of the District whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

Section 16.14. Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the Texas MAC), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Internal Revenue Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Officer, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

Section 16.15. Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, the Board, pursuant to the Act and any other applicable law, hereby delegates to the Superintendent of Schools and the Chief Financial Officer the authority to independently select the counterparty to any agreement with paying agent/registrar, tender agent, any rating agency, securities depository, or any other contract that is determined by the Superintendent of Schools or the Chief Financial Officer, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts either (a) has a value of less than the amount referenced in Section 2252.908 of the Texas Government Code or (b) is with a publicly traded business entity, including a wholly owned subsidiary of the business entity (collectively, the Ancillary Bond Contracts) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

Section 16.16. Effective Date. This Order shall be in full force and effect from and upon its adoption.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

FINALLY PASSED, APPROVED AND EFFECTIVE the 19th day of October, 2020.

President, Board of Trustees
Little Elm Independent School District

ATTEST:

Secretary, Board of Trustees
Little Elm Independent School District

(DISTRICT SEAL)

INDEX OF EXHIBITS

Schedule I	-	Pricing Certificate
Exhibit A	-	Form of Bonds
Exhibit B	-	Form of Paying Agent/Registrar Agreement
Exhibit C	-	Form of Remarketing Agreement
Exhibit D	-	Form of Tender Agent Agreement
Exhibit E	-	Description of Annual Financial Information
Exhibit F	-	Purchase Contract
Exhibit G	-	DTC Letter of Representations
Exhibit H	-	General Policies and Procedures Concerning Compliance with the Rule

SCHEDULE I
Pricing Certificate
See Tab No. _

EXHIBIT A

I.

FORM OF SERIES 2020 TERM RATE BOND

REGISTERED
NO. _____

REGISTERED AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF DENTON
LITTLE ELM INDEPENDENT SCHOOL
DISTRICT
FIXED AND VARIABLE RATE UNLIMITED TAX
REFUNDING BOND SERIES 2020

Dated Date:
August 1, 2020

Interest Rate:
Variable (Term Rate
of ____ %)

Maturity Date:
August 15, 20__

CUSIP No.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The Little Elm Independent School District (hereinafter referred to as the *District*), a body corporate and political subdivision in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the later of the Closing Date (anticipated to occur on or about _____, __, 20__) shown above or the most recent Interest Payment Date to which interest has been paid or provided for. The date of this Bond is _____, __, 20__, but interest shall accrue from the Closing Date.

Capitalized terms used herein and not otherwise defined shall have the meanings assigned thereto in the Order pursuant to which the Bonds are issued.

Interest on this Bond is payable to the registered owner hereof by check, dated as of the Interest Payment Date, and sent by first-class mail, postage prepaid, by the Paying Agent/Registrar to each Owner at the address shown on the Register or by such other customary banking arrangement acceptable to the Paying Agent/Registrar requested by, and at the risk and expense of the Owner. The principal hereof is payable upon presentation and surrender of this Bond at the

designated office of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as Paying Agent/Registrar, or any successor Paying Agent/Registrar.

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 on the *Record Date*, which shall be the close of business on the last business day of the month immediately preceding such Interest Payment Date.

As used herein, *Interest Payment Date* shall mean (i) with respect to Bonds during the Initial Rate Period, _____, 20__ and each August 15 and February 15 thereafter; (ii) with respect to Bonds bearing interest at the Term Rate, the first day of the sixth calendar month following the month in which the Term Rate Conversion Date occurs and the fifteenth day of each sixth month thereafter; (iii) with respect to Bonds bearing interest at the Fixed Rate, each February 15 and August 15, beginning on the first such date occurring after the Fixed Rate Conversion Date and (iv) each mandatory tender date during the Stepped Rate Period.

Any payments required to be made hereunder on any day which is not a Business Day (as defined below) shall be made instead on the next succeeding Business Day and no interest shall accrue on such payments in the interim. A *Business Day* shall mean any day (i) other than a Saturday or Sunday or other day on which banks located in New York, New York or Dallas, Texas are authorized or required by law to remain closed and (ii) on which the New York Stock Exchange is not closed.

This Bond is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$_____ (herein referred to as the Bonds), issued pursuant to an order adopted by the Board of Trustees of the District on October 19, 2020 (the Order) for the purpose of providing funds for the purpose 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 and expenses of issuance of the Bonds.

This Bond shall not be valid or obligatory for any purpose unless it is registered by the Comptroller of Public Accounts of Texas by certificate affixed or attached hereto or authenticated by the Paying Agent/Registrar by due execution of the Authentication Certificate provided herein.

Even though initially issued and from time to time Outstanding in a Variable Rate (defined herein) mode, the Bonds are not benefited by a third-party liquidity and are not subject to optional tender by the Holders thereof.

INTEREST PROVISIONS

This Bond bears interest at an Initial Rate or a Term Rate (each a *Variable Rate*) or a Fixed Rate.

This Bond initially shall bear interest at the Initial Rate per annum from the Closing Date stated above through August 14, 20__ (the *Initial Rate Period*). The Bonds shall be subject to mandatory tender, without right of retention by the owners thereof, on _____ 15, 20__ and shall be tendered to the Remarketing Agent against payment therefor. Thereafter, this Bond shall bear interest at a Variable Rate until converted to a Fixed Rate Period during which it shall bear interest at a Fixed Rate.

Subsequent to the Initial Rate Period, the rate of interest applicable to any Bond shall be determined in accordance with the applicable provisions of the Order and, with respect to Term Rate Periods or Fixed Rate Periods, pursuant to the terms of the Remarketing Agreement between the District and the Remarketing Agent named by the District from time to time under the Order (the *Remarketing Agent*).

Interest on Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

In addition to the Initial Rate, Bonds will bear interest from time to time, at Term Rates or Fixed Rates established in accordance with the Order. While the Bonds bear interest at a Term Rate, the interest rate determined will remain in effect for a term of one year or any whole multiple of one year selected in accordance with the Order. At the option of the District, the Bonds bearing interest at a Term Rate may be converted in whole or in part to bear interest at a Fixed Rate or Fixed Rates to the Maturity Date.

An interest rate mode will remain in effect until changed. During each Term Rate Period, and unless otherwise established by the District, the rate of interest on the Bonds shall be that rate which, in the determination of the Remarketing Agent, if borne by the Bonds on the date of such determination under prevailing market conditions, would result in the market value of the Bonds being equal to not less than 100% of the principal amount thereof. If the Remarketing Agent is unable, or fails, to determine the Term Rate, the Term Rate shall remain that in effect for the then current Term Rate Period. The provisions of this Bond, including, but not limited to this paragraph, are limited in all respects to those provisions of this Order which limit the interest rate on the Bonds to the lesser of (a) $_.$ 00% per annum or (b) the maximum net effective interest rate permitted by law to be paid thereon as provided by Texas Government Code, Section 1204.006, as amended, or the maximum net effective interest rate permitted by applicable law at the time of issuance of the Bonds.

Bonds will be issued in denominations of \$5,000 and integral multiples thereof.

WRITTEN NOTICE OF RATE MODE CHANGE

While the Bonds bear interest at a Variable Rate, the Paying Agent/Registrar shall give notice to the registered owners of the conversion from one interest rate mode to another at the times described in the Order. ANY REGISTERED OWNER OF BONDS WHO MAY BE UNABLE TO TAKE TIMELY ACTION ON ANY NOTICE SHOULD CONSIDER WHETHER TO MAKE ARRANGEMENTS FOR ANOTHER PERSON TO ACT IN HIS OR HER STEAD. If a new interest rate mode for the Bonds is not selected in a timely fashion in accordance with the Order, the interest rate mode then in effect will continue until changed by timely notice.

MANDATORY TENDER

While this Bond bears interest at a Variable Rate, this Bond is subject to mandatory tender for purchase by the Tender Agent at a Purchase Price equal to the principal amount hereof plus accrued interest hereon to the date of purchase, on the effective date of a change from one interest rate mode to a different interest rate mode.

ANY NOTICE OF ELECTION TO RETAIN BONDS GIVEN AS PROVIDED HEREIN AND IN THE ORDER SHALL BE IRREVOCABLE AND BINDING UPON THE OWNER DELIVERING SUCH NOTICE AND ALL SUBSEQUENT OWNERS OF THE BONDS TO BE RETAINED, INCLUDING BONDS ISSUED IN EXCHANGE THEREFOR OR UPON TRANSFER THEREOF.

The Bonds are subject to mandatory tender for purchase, without the right of Owners to retain Bonds, on the date specified in a notice to Owners, (i) on August 15, 20__ which is the Interest Payment Date after the end of the Initial Rate Period ending on August 14, 20__ and (ii) on each subsequent Conversion Date.

FAILED REMARKETING

Initial Rate Period. In the event that this Bond bears interest at an Initial Rate and it is not converted and remarketed to new purchasers on the scheduled date of mandatory tender, the District shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holder hereof), and (v) will be deemed to continue in an Initial Rate Period for all other purposes of the Order, though bearing interest during such time at the Stepped Rate, until remarketed or redeemed in accordance with the terms of the Order. In the event of a failed conversion and remarketing as described above, the District will cause this Bond to be converted and remarketed on the earliest reasonably practical date on which it can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Highest Rate.

Term Rate Periods. If this Bond is subject to mandatory tender on the Term Rate Conversion Date because of conversion to a new Term Rate Period from an existing Term Rate Period, and this Bond is not converted and remarketed to new purchasers on the scheduled date of mandatory tender because of a failed remarketing, then the District shall have no obligation to purchase this Bond tendered on such date, the failed conversion and remarketing shall not constitute an Event of Default under the Order or this Bond, the mandatory tender will be deemed to have been rescinded for that date with respect to this Bond, and this Bond (i) will continue to be Outstanding, (ii) will be purchased upon the availability of funds to be received from the subsequent remarketing of this Bond, (iii) will bear interest at the Stepped Rate during the Stepped Rate Period, (iv) will be subject to redemption and mandatory tender for purchase on any date during the Stepped Rate Period upon which a conversion occurs (which shall occur at the District's discretion upon delivery of at least one day's notice to the holders thereof), and (v) will be deemed to continue in a Term Rate Period for all other purposes of this Order, though bearing interest during such time at the Stepped Rate, calculated on the basis of twelve 30 days months and the number of days actually elapsed, until remarketed or redeemed in accordance with the terms of this Order. In the event of a failed conversion and remarketing as described above, the District will cause this Bond to be converted and remarketed on the earliest reasonably practical date on which

it can be sold at par, in such interest rate mode or modes as the District directs, at a rate not exceeding the Highest Rate.

UNDELIVERED BONDS

Bonds which are required to be tendered by the Owners thereof for purchase by the Tender Agent but which are not in fact delivered for purchase on the date and at the time required and for which there has been deposited an amount sufficient to pay the Purchase Price thereof, shall cease to accrue interest on the tender date, and the Owner thereof shall not be entitled to any payment other than the Purchase Price for such Bond. Such Bond shall no longer be outstanding and entitled to the benefits of the Order, except for the payment of the Purchase Price from money held by the Tender Agent for such payment. On the tender date, the Tender Agent shall authenticate and deliver substitute Bonds in lieu of such Undelivered Bonds.

REDEMPTION PROVISIONS

Optional Redemption. Prior to the Fixed Rate Conversion Date, Bonds bearing interest at the Initial Rate during the Initial Rate Period and at a Term Rate during a Term Rate Period are subject to redemption, if at all, at the times, at the prices, and in the manner determined by the District at the time of initial delivery or on a Term Rate Conversion Date (and as evidenced in an Pricing Certificate); provided, however, that the Bonds are callable, at the option of the District, in whole or in part, at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date, on any Conversion Date. While the Bonds bear interest at the Initial Rate during the Initial Rate Period, the Bonds are not subject to redemption at the option of the District.

Bonds bearing interest at a Stepped Rate are subject to redemption, in whole or in part, at the option of the District, on any date at a redemption prices equal to the principal amount thereof plus interest accrued thereon at the Stepped Rate to the redemption date.

Bonds bearing interest at a Fixed Rate or Fixed Rates are subject to redemption on the dates and at the prices determined by the District on the Fixed Rate Conversion Date.

Mandatory Redemption. The Bonds are subject to mandatory redemption, at a price equal to the principal amount thereof plus interest accrued thereon, on August 15 of each year in the following minimum principal amounts:

<u>Year</u>	<u>Amount (\$)</u>
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	
20__	

***Stated Maturity**

The principal amount of Bonds required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Bonds which, at least 50 days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Interest and Sinking Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth above and not theretofor credited against a mandatory redemption requirement.

The principal amount of Bonds subject to scheduled mandatory redemption shall be reduced, in inverse chronological order of redemption dates, by the amount of Bonds previously redeemed pursuant to additional mandatory redemption (from Excess Interest Funds), which mandatory redemptions have occurred pursuant to Section 5.03 of the Order.

Bonds to be redeemed in any year by mandatory redemption shall be redeemed at par, plus accrued interest to the date of redemption, and shall be selected by lot (provided that redemption of Bonds on a Conversion Date where there exists no Holder optional right to retain shall be effective solely at the option of the District). The District, at its option, may credit against any mandatory redemption requirement, Bonds which have been purchased by the District, using funds other than remarketing proceeds, if any, at a price not exceeding the principal amount of such Bonds plus accrued interest to the date of purchase and canceled by or on behalf of the District, or have been redeemed and not theretofore applied as a credit against any mandatory redemption requirement.

Notice of optional and scheduled mandatory redemption shall be given by first-class mail, postage prepaid, (i) with respect to Bonds bearing interest at a Stepped Rate, at least 1 day prior to the redemption date and (ii) with respect to Bonds bearing interest at a Term Rate or Fixed Rate, at least 30 days before the date fixed for redemption, to the Owner of each Bond to be redeemed in whole or in part. Notice having been so given, the Bonds or portions thereof designated for

redemption shall become due and payable on the redemption date specified in such notice; from and after such date, notwithstanding that any of the Bonds or portions thereof so called for redemption shall not have been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

Notwithstanding the foregoing (and provided the Holders of Bonds subject to tender have not been granted an optional right to retain), a notice of mandatory tender delivered in accordance with the Order shall serve as notice of redemption of Bonds, if any such redemption is to occur at the option of the District, on the Interest Payment Date occurring immediately after the conclusion of such applicable Interest Period.

GENERAL PROVISIONS

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 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 and interest rate mode, 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.

DELIVERY OF NOTICES AND BONDS

Any Bonds required to be delivered to the Tender Agent for purchase, and any notices required to be delivered to the Tender Agent hereunder shall be delivered to: _____, _____, Texas.

Bonds required to be tendered for purchase shall be delivered to the Tender Agent prior to 5:00 p.m. on the Business Day next preceding the date of purchase.

The District will identify the Remarketing Agent for the Bonds in the order authorizing the conversion upon apportion of the Initial Rate Period.

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 and has been authorized by a vote of the properly qualified electors of the District; 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.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF; the District has caused this Bond to be executed by the manual or facsimile signature of the President of the Board of Trustees of the District and countersigned by the manual or facsimile signature of the Secretary of the Board of Trustees of the District, and the official seal of the District has been duly impressed or placed in facsimile on this Bond.

President, Board of Trustees Little Elm
Independent School District

Secretary, Board of Trustees
Little Elm Independent School District

[SEAL]

[The remainder of this page intentionally left blank]

II.

FORM OF 2020 FIXED RATE BONDS

A. Form of Definitive Bonds.

REGISTERED
NO. R-

REGISTERED PRINCIPAL
AMOUNT
\$_____

UNITED STATES OF AMERICA
STATES OF TEXAS
COUNTY OF DENTON
LITTLE ELM INDEPENDENT SCHOOL DISTRICT
FIXED AND VARIABLE RATE UNLIMITED TAX REFUNDING BONDS,
SERIES 2020

Dated Date:
August 1, 2020

Stated Maturity:
August 15, 20__

Interest Rate:

CUSIP No.

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The Little Elm Independent School District (the *Issuer*), a body corporate and political subdivision in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about August 18, 2020), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for to Stated Maturity, 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 being payable semiannually on February 15 and August 15 in each year, commencing _____ 15, 20__ (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying

Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Bonds*) pursuant to an order adopted by the Governing Body of the Issuer (the *Order*) for the purpose of (i) constructing, improving, renovating and equipping school buildings of the District and the purchase of necessary sites therefor and purchasing school buses, (ii) paying the costs and expenses of issuance of the Bonds.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer.

As specified in the Order, this Bond is not subject to redemption prior to stated maturity.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of 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 Issuer. Notice of the Special Record Date and of the scheduled 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 (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any Constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Board of Trustees of the Issuer has caused this Bond to be duly executed under its official seal.

LITTLE ELM INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(ISSUER SEAL)

[The remainder of this page intentionally left blank.]

B. The Initial Fixed Rate Bond shall be in the form set forth in paragraph A of this Section II, except as follows:

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED
NO. _____

REGISTERED PRINCIPAL
AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF DENTON

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
FIXED AND VARIABLE RATE UNLIMITED TAX REFUNDING BONDS, SERIES 2020

Dated Date:
, 2020

Stated Maturity:
As Shown Below

Interest Rate:
As Shown Below

CUSIP No.:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____

The Little Elm Independent School District (the *Issuer*), a body corporate and political subdivision in the County of Denton, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of August in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

Years of
Stated Maturity

Principal
Amounts(\$)

Interest
Rates (%)

(Information to be inserted from schedule in Section 3.01(b) hereof).

and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about _____, __, 20__ or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable semiannually on each February 15 and August 15 in each year, commencing _____ 15, 20__ (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of _____, __, _____, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[The remainder of this page intentionally left blank.]

III.

Form of Comptroller's Registration to Appear on Initial Bond only

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

I hereby certify that there is on file and of record in my office a certificate of the Attorney General of the State of Texas to the effect that this Bond has been examined by him as required by law, that he finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and that it is a valid and binding obligation of the Little Elm Independent School District, and that this Bond has this day been registered by me.

WITNESS my signature and seal of office at Austin, Texas.

Comptroller of Public Accounts
of the State of Texas

(SEAL)

IV.

Form of Authentication Registration Certificate to Appear on Definitive Bonds only

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is to certify that this is one of the Bonds referred to in the within-mentioned Order.

Registered this date:

as Paying Agent/Registrar

By: _____
Authorized Signature

IV.
ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto:

Please insert Social Security or Taxpayer Identification Number of Transferee

Please print or type name and address, including zip code of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints: _____, attorney, to register the transfer of the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a securities transfer association recognized signature guarantee program.

NOTICE: The signature above must correspond with the name of the Registered Owner as it appears upon the front of this Bond in every particular, without alteration or enlargement or any change whatsoever.

V.
PERMANENT SCHOOL FUND OR INSURANCE LEGEND

If bond insurance is obtained by the Underwriters or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the definitive Bonds and the Initial Bonds shall bear an appropriate legend as provided by the insurer.

EXHIBIT B

Paying Agent/Registrar Agreement

See Tab No. _

B-1

EXHIBIT C
Remarketing Agreement

C-1

#6243744.2

EXHIBIT D

Tender Agent Agreement See Tab No. _

D-1

#6243744.2

EXHIBIT E

Description of Annual Financial Information

The following information is referred to in Section 13.02 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix referred to) below:

1. The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Offering Memorandum as Appendix C, but for the most recently concluded fiscal year.

2. Tables __ through __ and __ through __ of the Offering Memorandum in Appendix A.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT F

Purchase Contract See

Tab No. _

F-1

#6243744.2

EXHIBIT G

DTC Letter of Representations

See Tab No. _

EXHIBIT H

General Policies and Procedures Concerning Compliance with the Rule

See Tab No. _

H-1

Little Elm Independent School District

Current Market Review, Preliminary
Refunding Analyses and Updated
Bond Plan

October 5, 2020



**Capital
Markets**

Derek Honea
Managing Director

RBC Capital Markets, LLC
200 Crescent Court
Suite 1500
Dallas, TX 75201

Tel: (214) 989-1671
Fax: (214) 989-1650

derek.honea@rbccm.com

Disclaimer:

This presentation was prepared exclusively for the benefit of and internal use by the recipient for the purpose of considering the transaction or transactions contemplated herein. This presentation is confidential and proprietary to RBC Capital Markets, LLC ("RBC CM") and may not be disclosed, reproduced, distributed or used for any other purpose by the recipient without RBC CM's express written consent.

By acceptance of these materials, and notwithstanding any other express or implied agreement, arrangement, or understanding to the contrary, RBC CM, its affiliates and the recipient agree that the recipient (and its employees, representatives, and other agents) may disclose to any and all persons, without limitation of any kind from the commencement of discussions, the tax treatment, structure or strategy of the transaction and any fact that may be relevant to understanding such treatment, structure or strategy, and all materials of any kind (including opinions or other tax analyses) that are provided to the recipient relating to such tax treatment, structure, or strategy.

The information and any analyses contained in this presentation are taken from, or based upon, information obtained from the recipient or from publicly available sources, the completeness and accuracy of which has not been independently verified, and cannot be assured by RBC CM. The information and any analyses in these materials reflect prevailing conditions and RBC CM's views as of this date, all of which are subject to change.

To the extent projections and financial analyses are set forth herein, they may be based on estimated financial performance prepared by or in consultation with the recipient and are intended only to suggest reasonable ranges of results. The printed presentation is incomplete without reference to the oral presentation or other written materials that supplement it.

IRS Circular 230 Disclosure: RBC CM and its affiliates do not provide tax advice and nothing contained herein should be construed as tax advice. Any discussion of U.S. tax matters contained herein (including any attachments) (i) was not intended or written to be used, and cannot be used, by you for the purpose of avoiding tax penalties; and (ii) was written in connection with the promotion or marketing of the matters addressed herein. Accordingly, you should seek advice based upon your particular circumstances from an independent tax advisor.



1. Current Market Review
2. Preliminary Refunding Analyses
3. Overview of Soft Put Bonds
4. Updated Bond Plan
5. Preliminary Timetable

Current Market Review

Section 1



Current Market Review

Economic Update

U.S. Economic Overview

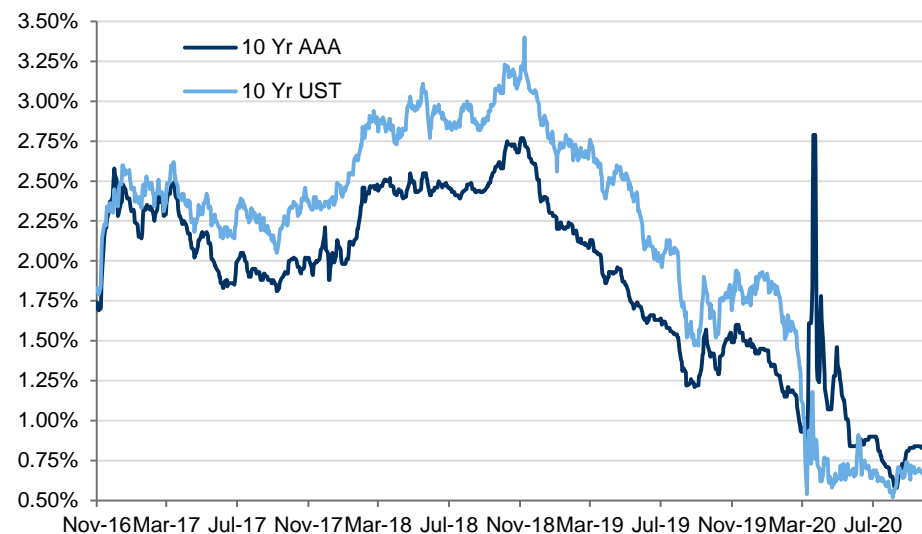
- US equities advanced last week, with the DJIA climbing 1.9% while the S&P 500 and Nasdaq rose 1.5%.
- September issuance hit a new record in both the IG and municipal markets, totaling \$164.4bn and \$47.3bn, respectively.
- IG issuance is expected to be a lighter as corporate borrowers enter earnings-related blackout periods; this week's estimate is \$15bn.
- Non-farm payrolls rose 661k in September, and August's number was revised higher from nearly 1.37mm to 1.49mm.
- The unemployment rate declined from 8.4% to 7.9%, and hourly wages grew at an annualized pace of 4.7%.
- Uncertainty surrounding additional fiscal stimulus continues to hover over the markets.

RBC Economic Outlook and Interest Rate Forecasts⁽¹⁾

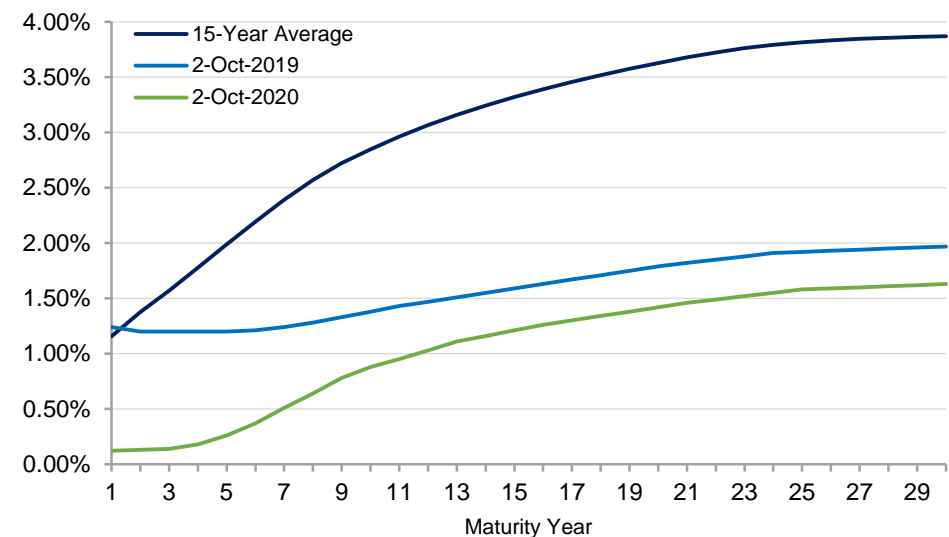
	Q3'20	Q4'20	Q1'21	Q2'21	Q3'21
Real GDP (QoQ)	30.00	1.00	2.50	5.00	4.00
Core Inflation (YoY)	0.90	0.50	0.80	2.10	1.70
Fed Funds	0.25	0.25	0.25	0.25	0.25
2-Year Notes	0.20	0.20	0.20	0.20	0.25
5-Year Notes	0.30	0.30	0.35	0.40	0.45
10-Year Notes	0.65	0.75	0.80	0.85	0.95
30-Year Bonds	1.45	1.50	1.55	1.60	1.65

(1) RBC Rate and Economic Forecast as of September 10, 2020.

Tax-Exempt and Taxable Yield Trends: November 1, 2016 - Present



Today's MMD Curve in Context

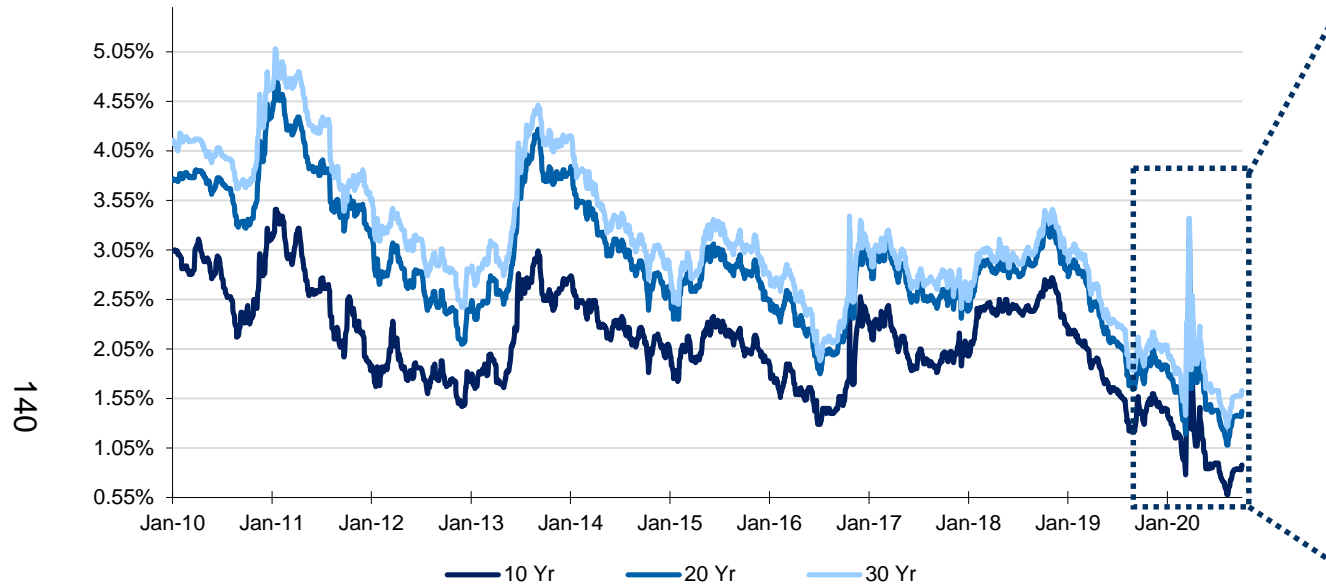


Current Market Review

"AAA" MMD

- After closing at 1.58% the previous week, the 30-year "AAA" MMD increased 5 bps from September 25 – October 2, closing at the current rate of 1.63%.

"AAA" MMD January 1, 2010 to Present



Shift in "AAA" MMD Since October 2019



January 1, 2010 to Present

	10-Year	20-Year	30-Year
Maximum	3.460%	4.890%	5.080%
Minimum	0.580%	1.080%	1.270%
Current	0.880%	1.420%	1.630%

Shift in 30-year "AAA" MMD

2013	2014	2015	2016	2017	2018	2019
1.33%	-1.34%	-0.01%	0.27%	-0.51%	0.47%	-0.93%

October 1, 2019 to Present

	10 Yr	20 Yr	30 Yr
Maximum	2.790%	3.180%	3.370%
Minimum	0.580%	1.080%	1.270%
Average	1.149%	1.646%	1.840%

Source: TM3, Thomson Reuters
10, 20, and 30 year "AAA" MMD shown to represent different average lives of municipal transactions
Rates as of October 2, 2020

Current Market Review

Historical Perspective

Bond Buyer 20 GO Index since January 1961



% of Time in Each Range Since 1961

Yield Range		
Less than 3.50%	11.87%	<div></div>
3.50% - 4.00%	10.81%	<div></div>
4.01% - 4.50%	11.26%	<div></div>
4.51% - 5.00%	9.69%	<div></div>
5.01% - 5.50%	13.50%	<div></div>
5.51% - 6.00%	9.40%	<div></div>
6.01% - 6.50%	7.28%	<div></div>
6.51% - 7.00%	6.64%	<div></div>
7.01% - 7.50%	6.00%	<div></div>
7.51% - 8.00%	3.53%	<div></div>
Greater than 8.00%	10.04%	<div></div>
Total	100.00%	

Source: Bloomberg as of October 1, 2020
 Weekly yields and indexes released by the Bond Buyer. Updated every Thursday at approximately 6:00pm EST. 20 Bond General Obligation Yield with 20 year maturity, rated Aa2 by Moody's Arithmetic Average of 20 bonds' yield to maturity.

Today's 2.25% level is lower than 99.42% of historical rates since July 1961.

Preliminary Refunding Analyses

Section 2



Preliminary Refunding Analyses

Review of Outstanding Debt

Refunding Candidates

- Little Elm Independent School District has outstanding bonds that will become callable over the next several years. The candidates considered for refunding are highlighted below.
- Refunding existing debt at lower current rates can potentially generate substantial debt service savings for the District.
- Following Federal tax reform in 2017, municipal issuers are no longer eligible to complete “advance” refundings (refunding tax-exempt debt on a tax-exempt basis more than 90 days before the call date). However, advance refundings on a taxable basis are still allowed. An advance taxable refunding allows the District to secure future debt service savings before an issue is eligible for a “current” refunding (within 90 days of call date). Even though advance refundings are executed on a taxable basis, current market conditions present the opportunity for the District to refund a portion of its existing debt and realize significant debt service savings without waiting until 90 days prior to the call date.

Outstanding Unlimited Tax Debt Profile

Issue	Issued Par Amount	Outstanding Par Amount	Callable Par Amount	Yield/Coupon Range of Callable Bonds	First Call Date	Final Maturity	Structure	Use of Proceeds
U/L Tax Ref Bds Ser 95-A	\$8,795,000	\$90,000	\$ -	N/A	N/A	08/15/2029	Fixed Rate	Refunding
U/L Tax Sch Bldg & Ref Bds Ser 99	9,601,087	968,997	-	N/A	N/A	08/15/2030	Fixed Rate	Refunding & School Building
U/L Tax Sch Bldg Bds Ser 2008-A	7,500,000	735,000	735,000	4.000% - 4.250%	08/15/2018	08/15/2038	Fixed Rate	School Building
U/L Tax Ref Bds Ser 2008-B*	1,067,333	330,000	330,000	4.370% - 4.450%	08/15/2018	08/15/2023	Fixed Rate	Refunding
U/L Tax Sch Bldg & Ref Bds Ser 2012*	48,265,000	12,630,000	12,520,000	2.500% - 3.125%	08/15/2021	08/15/2031	Fixed Rate	Refunding & School Building
U/L Tax Sch Bldg & Ref Bds Ser 2013	5,920,000	5,880,000	5,870,000	4.000% - 5.000%	08/15/2023	08/15/2038	Fixed Rate	Refunding & School Building
U/L Tax Ref Bds Ser 2014	5,000,000	4,960,000	4,960,000	4.250%	02/15/2024	08/15/2037	Fixed Rate	Refunding
U/L Tax Ref Bds Ser 2015A	12,045,000	9,105,000	7,320,000	3.000% - 4.000%	02/15/2025	08/15/2037	Fixed Rate	Refunding
U/L Tax Ref Bds Ser 2015B	8,565,000	8,135,000	5,635,000	4.000%	02/15/2025	08/15/2037	Fixed Rate	Refunding
U/L Tax Sch Bldg & Ref Bds Ser 2016	38,595,000	31,595,000	27,010,000	3.000% - 4.000%	02/15/2026	08/15/2040	Fixed Rate	Refunding & School Building
U/L Tax Ref Bds Ser 2017	8,985,000	8,780,000	7,595,000	4.000%	02/15/2027	08/15/2042	Fixed Rate	Refunding
U/L Tax Sch Bldg Bds Ser 2018	135,160,000	133,040,000	129,545,000	4.000% - 5.000%	02/15/2028	08/15/2048	Fixed Rate	School Building & Buses
U/L Tax Sch Bldg Bds Ser 2018A	23,885,000	21,665,000	18,385,000	4.000% - 5.000%	08/15/2027	08/15/2048	Fixed Rate	School Building & Buses
U/L Tax Ref Bds Taxable Ser 2019	3,985,000	2,360,000	-	N/A	N/A	08/15/2021	Fixed Rate	Refunding
U/L Tax Ref Bds Taxable Ser 2019A*	50,160,000	49,900,000	45,230,000	2.431% - 3.234%	02/15/2029	08/15/2042	Fixed Rate	Refunding
U/L Tax Sch Bldg Bds Ser 2019	16,905,000	16,905,000	8,660,000	3.000% - 5.000%	08/15/2028	08/15/2034	Fixed Rate	School Building & Buses
Total	\$384,433,420	\$307,078,997	\$273,795,000					

* Includes capital appreciation bonds that are callable at their respective accreted values, not their original principal values. Includes \$3,000,000 scheduled to be redeemed on August 15, 2021.

- Bonds which may be considered by the District for refunding.

Preliminary Refunding Analyses

Refunding Scenarios

We present the following refunding scenarios for the District's consideration:

Refunding Scenarios: Series 2012	<p><u>Scenario 1</u>: "Advance" refund a portion of the District's Series 2012 debt on a <u>taxable</u> basis to create level debt service savings in 2021/22-2030/31 with a pricing date in November 2020.</p> <p><u>Scenario 2</u>: "Current" refund a portion of the District's Series 2012 debt on a <u>tax-exempt</u> basis to create level debt service savings in 2021/22-2030/31 with a pricing date in April 2021.</p>
Refunding Scenarios: Series 2012, Series 2013 & Series 2014	<p><u>Scenario 1</u>: "Advance" refund a portion of the District's Series 2013 and Series 2014 debt on a <u>taxable</u> basis to create level debt service savings in 2021/22-2037/38 with a pricing date in November 2020.</p> <p><u>Scenario 2</u>: "Advance" refund a portion of the District's Series 2012, Series 2013 and Series 2014 debt on a <u>taxable</u> basis to create level debt service savings in 2021/22-2037/38 with a pricing date in November 2020.</p>

All refunding scenarios are based upon the assumptions detailed below:

- Since the Refunding Bonds will generate a present value debt service savings and the Refunded Bonds were originally guaranteed by the Permanent School Fund ("PSF") program, they will qualify for the PSF guarantee and will not need private bond insurance. (Subject to approval by TEA.)
- The strategy for effecting the refunding(s) would be for the Board to authorize the Administration to move forward with the transaction(s) given certain Board approved parameters are met. Those approved parameters are memorialized in an Order. This approach would authorize District administration to approve the transaction(s) and execute the necessary documents when the transaction terms have been set.
- All projected savings numbers are net of estimated costs of issuance amounts related to the refunding. Cost of issuance have been estimated at \$150,000 and the underwriter's discount has been estimated at \$6/\$1,000 of bonds issued for the scenario shown on p.12. (Subject to change.)
- Assumes current market rates as of September 28, 2020. (Subject to change.)
- The final maturity of the Refunding Bonds will be the same as the Refunded Bonds.

Preliminary Refunding Analyses

Summary of Refunding Results for Refunding Scenarios: Series 2012

Summary of Refunding Scenarios & Assumptions:

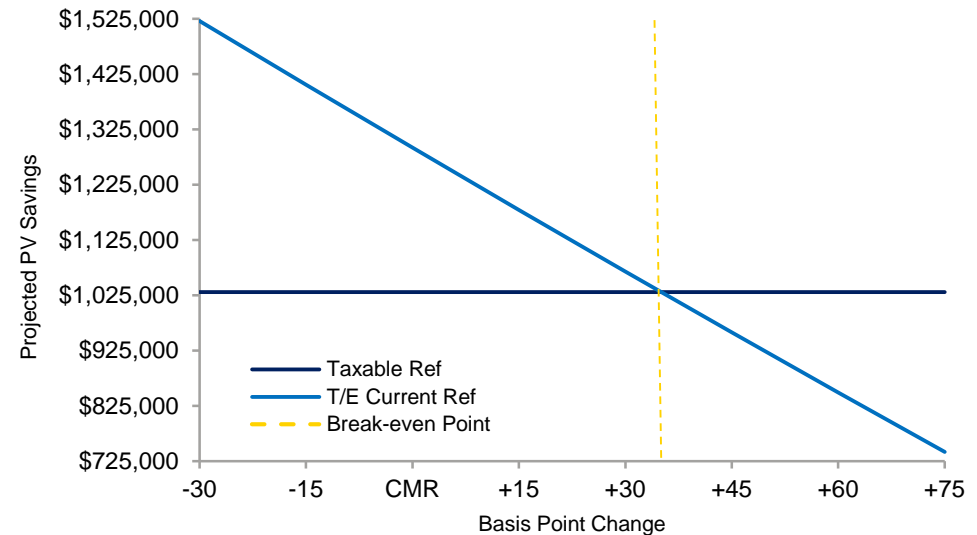
- **Scenario 1:** Taxable advance refunding.
- **Scenario 2:** Tax-exempt current refunding.

Summary of Projected Debt Service Savings:

Description	Scenario 1: Taxable Advance Refunding	Scenario 2: T/E Current Refunding
Expected Pricing Date:	November 2020	April 2021
Par Amount of Refunded Bonds:	\$10,015,000	\$10,015,000
Average Coupon of Refunded Bonds:	3.038%	3.309%
"All-In" TIC of Refunding Bonds:	1.330%	1.081%
Total Debt Service Savings:	\$1,106,828	\$1,363,967
Average Annual Savings (2021-2042):	\$110,294	\$136,397
Net Present Value of Debt Service Savings:	\$1,031,014	\$1,292,207
Net Present Value of Savings as a % of Refunded Par:	10.29%	12.90%
Negative Arbitrage:	\$79,200	\$18,181
Negative Arbitrage as a % of Net PV of Savings:	7.68%	1.41%

Summary of Bonds Considered In Refunding Analyses:

Series:	U/L Tax Ref Bds, Ser 2012
Maturities To Be Refunded:	2024 - 2031
Principal To Be Refunded:	\$10,015,000
Coupon Range:	2.500% - 3.125%
Redemption Date:	08/15/2021
Redemption Price:	100%



Should the District wish to execute the refunding illustrated in **Scenario 2**, interest rates would need to increase **36bps** over current market rates to produce less savings than **Scenario 1**.

Preliminary Refunding Analyses

Summary of Refunding Results for Refunding Scenarios: Series 2012, Series 2013 & Series 2014

Summary of Refunding Scenarios & Assumptions:

- **Scenario 1:** Taxable advance refunding excluding Series 2012 Bonds.
- **Scenario 2:** Taxable advance refunding including Series 2012 Bonds.

Summary of Bonds Considered In Scenario 1:

Series	Maturities To Be Refunded	Principal To Be Refunded	Average Coupon	Redemption Date
Series 2013*	2029 - 2034, 2038	\$5,870,000	4.618%	8/15/2023
Series 2014	2034 - 2037	4,960,000	4.250%	2/15/2024
Total		\$10,830,000		

*Includes term bonds and with mandatory sinking fund installments.

Summary of Bonds Considered In Scenario 2:

Series	Maturities To Be Refunded	Principal To Be Refunded	Average Coupon	Redemption Date
Series 2012	2024 - 2031	\$10,015,000	3.038%	8/15/2021
Series 2013*	2029 - 2034, 2038	5,870,000	4.618%	8/15/2023
Series 2014	2034 - 2037	4,960,000	4.250%	2/15/2024
Total		\$20,845,000		

*Includes term bonds and with mandatory sinking fund installments.

Summary of Projected Debt Service Savings:

Description	Scenario 1: Taxable Advance Refunding without Series 2012	Scenario 2: Taxable Advance Refunding with Series 2012
Expected Pricing Date:	November 2020	November 2020
Par Amount of Refunded Bonds:	\$10,830,000	\$20,845,000
Average Coupon of Refunded Bonds:	4.447%	3.999%
"All-In" TIC of Refunding Bonds:	2.018%	1.767%
Total Debt Service Savings:	\$2,441,452	\$3,712,922
Average Annual Savings (2021-2042):	\$143,496	\$218,400
Net Present Value of Debt Service Savings:	\$2,058,083	\$3,187,068
Net Present Value of Savings as a % of Refunded Par:	19.00%	15.29%
Negative Arbitrage:	\$591,834	\$621,926
Negative Arbitrage as a % of Net PV of Savings:	28.76%	19.51%
Rate Decrease of 25 bps (-0.25%)		
Net Present Value of Debt Service Savings:	\$2,488,112	\$3,828,092
Net Present Value of Savings as a % of Refunded Par:	22.97%	18.36%
Rate Increase of 25 bps (+0.25%)		
Net Present Value of Debt Service Savings:	\$1,739,016	\$2,566,350
Net Present Value of Savings as a % of Refunded Par:	16.06%	12.31%

Overview of Soft Put Bonds

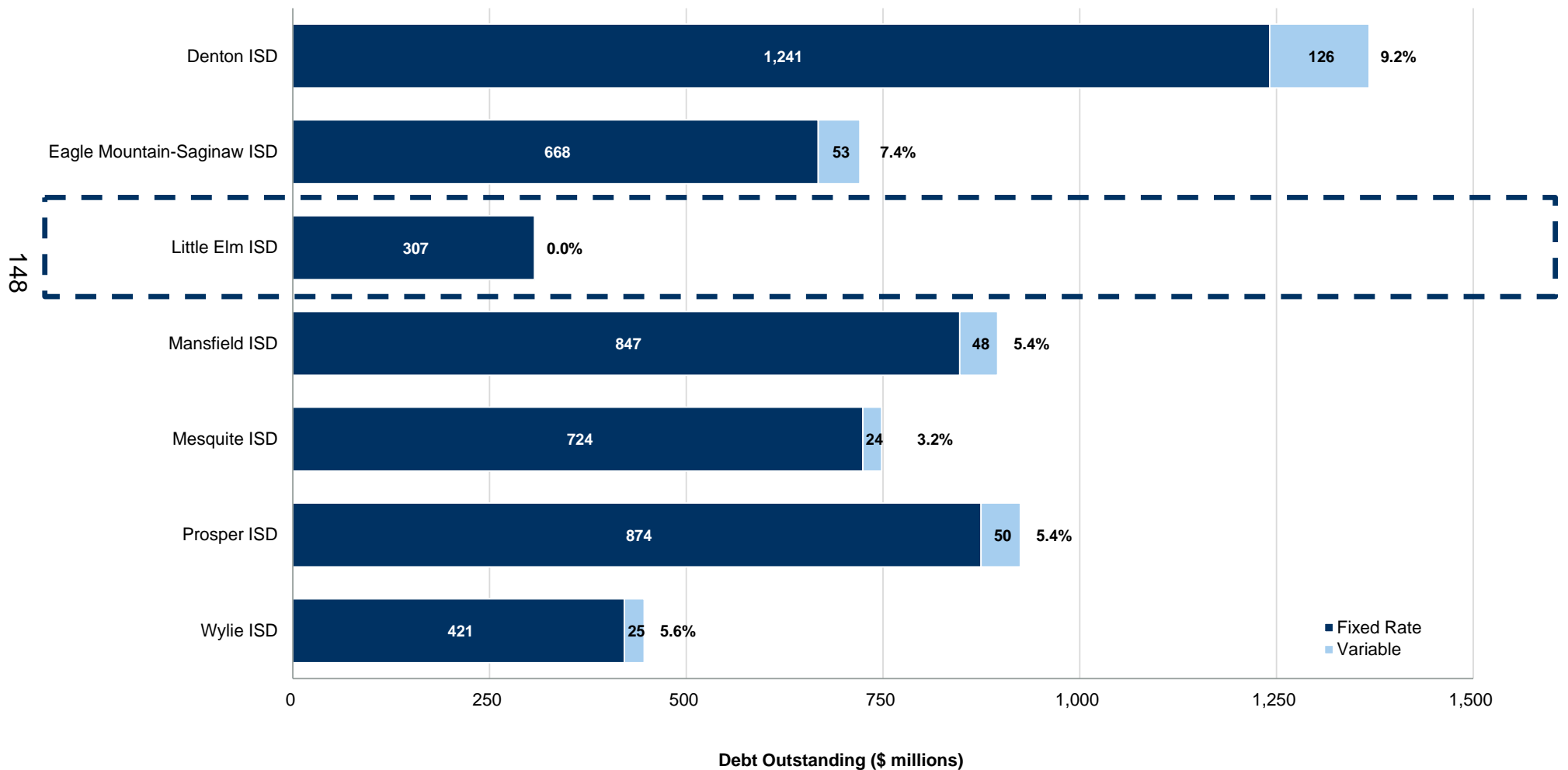
Section 3



Overview of Soft Put Bonds

Little Elm ISD Portfolio Comparison

- A number of Texas school districts utilize a type of variable rate bonds in their bond portfolio to allow them to take advantage of the short end of the yield curve. These are commonly referred to as soft put bonds. These bonds carry a fixed rate of interest for a predetermined term (generally 1-5 years) at the end of that term the District has the ability to remarket the bonds into any interest rate mode (long term fixed rate, variable rate, or term modes). Below is a list of Districts in the area that utilize variable rate debt as a portion of their portfolio.
- The general guidance from the rating agencies is that not more than 25% of a district's bonds should be in a variable rate mode.

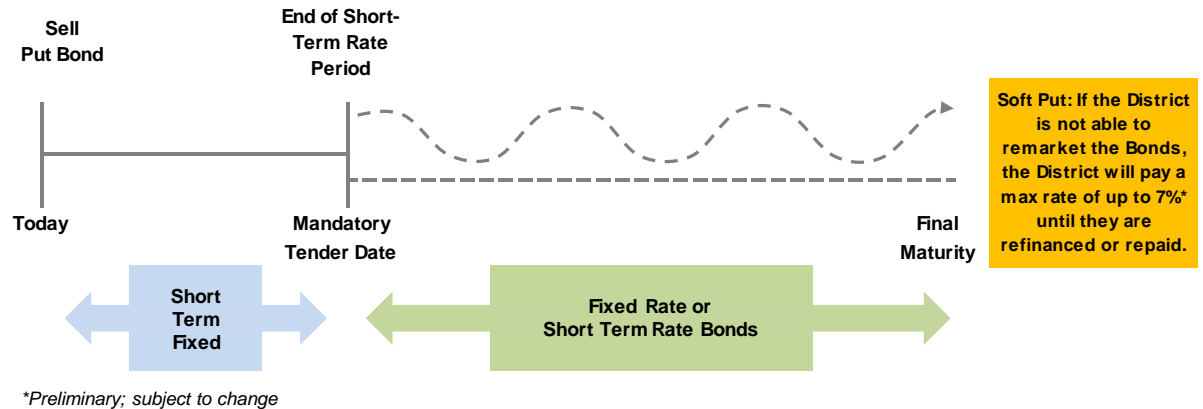


Source: Municipal Advisory Council of Texas

Overview of Soft Put Bonds

Variable Rate Pricing Indications

Fixed Rate Soft Put Bonds	
Structure & Timing	
Term of Debt	1-5 Years
Timing of Execution	4-6 Weeks
Cost of Funds through Tender Date	Fixed Rate
Security Provisions	
Credit Enhancement	PSF
Prepayment Provisions	Callable (date to be negotiated)
Risks	
Interest Rate Risk	At end of initial rate period
Liquidity Renewal Risk	No
Market Access Risk	Yes, mitigated with a soft put
Third Party Credit Risk	No
Tax Event Risk	No



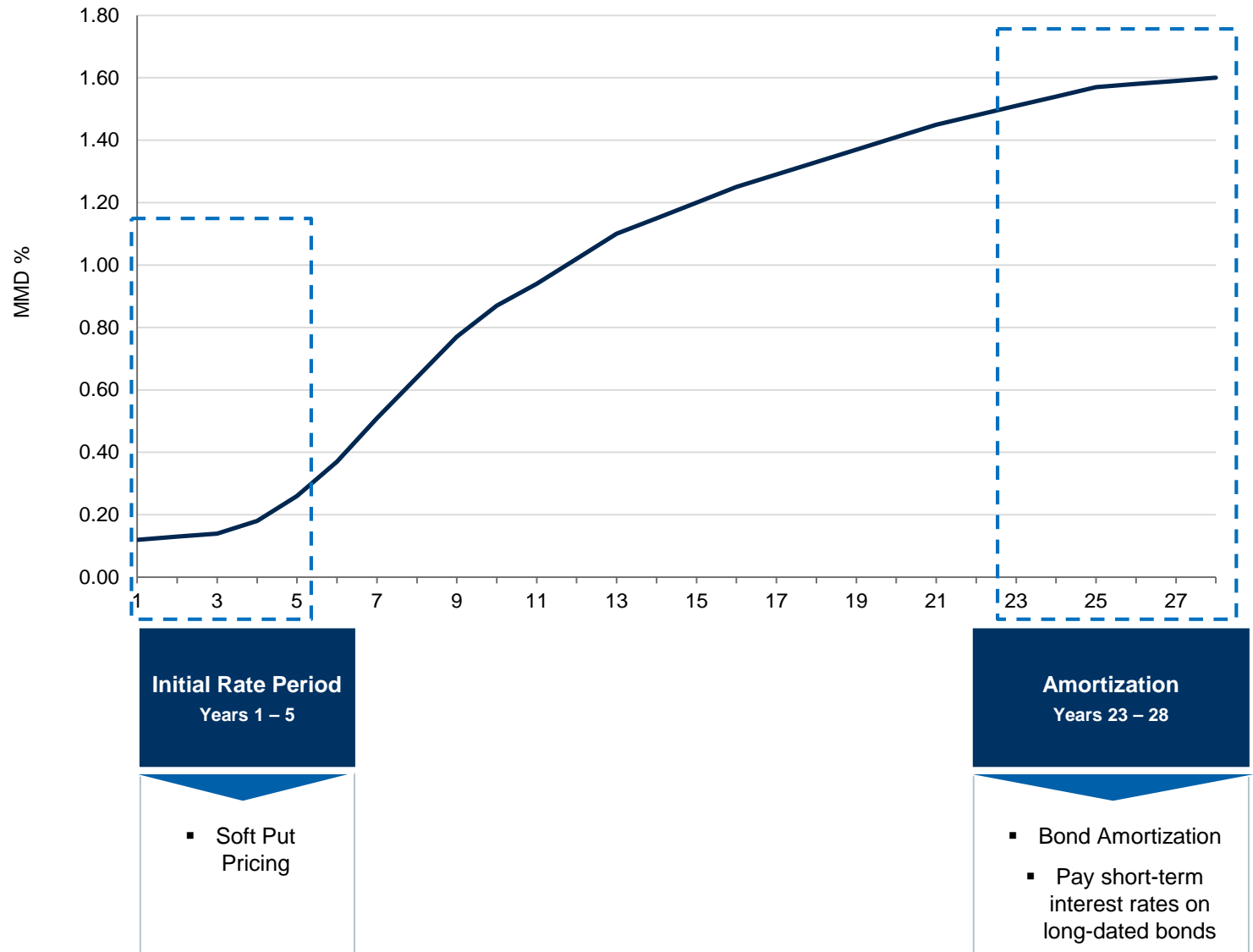
Benefits	<ul style="list-style-type: none"> ▲ Effective tax rate management tool ▲ Locks in low fixed interest rates through the put date ▲ Captures low rates on short-end of the yield curve ▲ No new issuance ▲ No bank support needed
Risks & Considerations	<ul style="list-style-type: none"> ▼ Subject to remarketing risk at put date ▼ Market access could be limited ▼ Ongoing responsibility to remarket the bonds at the put date

Overview of Soft Put Bonds

"AAA" MMD Curve

MMD as of 10/1/2020

Year	Maturity	"AAA" MMD
1	2021	0.120
2	2022	0.130
3	2023	0.140
4	2024	0.180
5	2025	0.260
6	2026	0.370
7	2027	0.510
8	2028	0.640
9	2029	0.770
10	2030	0.870
11	2031	0.940
12	2032	1.020
13	2033	1.100
14	2034	1.150
15	2035	1.200
16	2036	1.250
17	2037	1.290
18	2038	1.330
19	2039	1.370
20	2040	1.410
21	2041	1.450
22	2042	1.480
23	2043	1.510
24	2044	1.540
25	2045	1.570
26	2046	1.580
27	2047	1.590
28	2048	1.600



Note: for illustration purposes only. Interest rates shown above are not representative of the rates the District would receive. Most bonds are priced at a spread to MMD.

Updated Bond Plan

SECTION 4



Updated Bond Plan

Financing Scenario and Summary of Assumptions

We present the following bond plan for the District's consideration:

Financing Scenario

Issue \$40,000,000 of the District's new authorization, structured to produce a maximum 47-cent I&S tax rate. This scenario assumes the District sells new bond authorization in the following two installments:

Series 2020 : Issue \$25,000,000 of unlimited tax bonds, utilizing a "soft put" variable rate mode with a 28-year amortization, in November 2020.

Series 2022 : Issue \$15,000,000 of unlimited tax bonds in fixed rate mode, utilizing a 20-year amortization, in May 2022.

The projected cost of the new bond plan is based upon the assumptions detailed below:

- Assumes the Series 2020 Bonds will be sold via a negotiated sale.
- Assumes the first interest payment date on the Series 2020 Bonds will be February 15, 2021.
- Assumes a tax collection rate of 100.0%.
- Assumes the District's 2020/21 certified gross taxable assessed valuation is \$5,740,062,074. Assumes this amount will grow by 3.0% for 5 years and will remain constant thereafter.
- Assumes the District's 2020/21 certified net taxable assessed valuation is \$4,767,384,662. Assumes this amount will grow by 3.0% for 5 years and will remain constant thereafter.
- Assumes the District receives \$3,580,000 in 2020/21 for the I&S portion of its frozen levy revenues and remain constant thereafter.
- Assumes current market interest rates plus 50 basis points (0.50%) for Series 2020 and current market rates plus 125 basis points (1.25%) for Series 2022. (Subject to change.) Variable rate bonds are assumed to remarket to 4.00% on August 15, 2025 for illustrative purposes only.
- Assumes the Bonds will not receive Existing Debt Allotment ("EDA") funding or Instructional Facilities Allotment ("IFA") funding due to the District's wealth per student level.



Updated Bond Plan

Summary of Assumptions (continued)

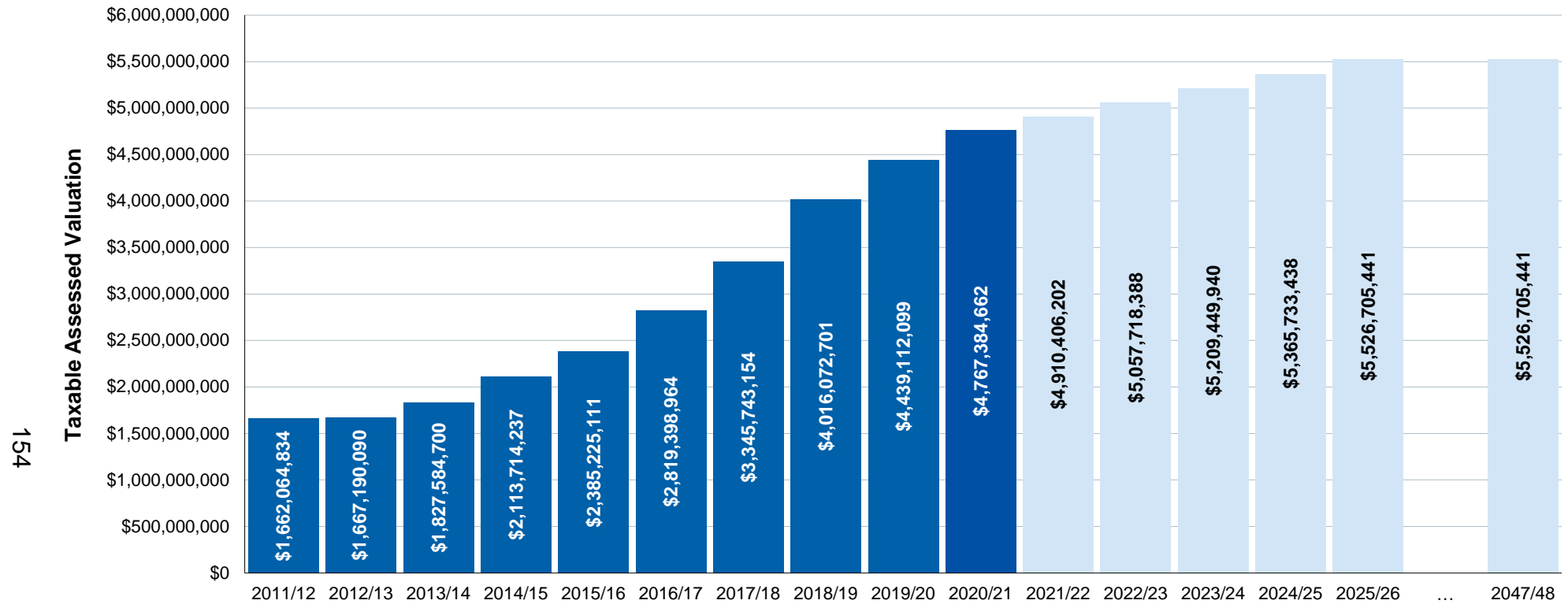
The projected cost of the new bond plan is based upon the assumptions detailed below:

- Assumes the District receives the Permanent School Fund (“PSF”) guarantee for the Bonds. (PSF approval has been confirmed by TEA.)
- Assumes the bonds are structured with an February 15, 2022 optional redemption provision. Due to recent changes in Federal tax law, the Bonds will not be able to be refunded on a tax-exempt basis or redeemed prior to these dates. Redemption provisions are subject to negotiation and change at pricing depending on market conditions.
- Assumes that costs of issuance have been estimated at \$150,000 and the underwriter’s discount has been estimated at \$6/\$1,000 of bonds issued for Series 2020. (Subject to change.)
- The District must be able to demonstrate at the time of issuance of new bonds that it can levy an Interest & Sinking Fund tax rate of no more than \$0.50 for all Bonds issued after September 1, 1992, based upon its current taxable assessed valuation. Note the District’s Subchapter B portion of its Tier I funds may be used to comply with this test. Pursuant to HB2888 enacted by the 77th Texas Legislature, the District may use the projected taxable assessed valuation five years in the future if certified by a registered professional appraiser for purposes of passing the 50-Cent Bond Test.

Updated Bond Plan



Historical and Projected Taxable Assessed Valuation Growth (Net of Frozen Levy)



Fiscal Year	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20	2020/21
Taxable Assessed Valuation	\$1,662,064,834	\$1,667,190,090	\$1,827,584,700	\$2,113,714,237	\$2,385,225,111	\$2,819,398,964	\$3,345,743,154	\$4,016,072,701	\$4,439,112,099	\$4,767,384,662
Percentage Change	8.05%	0.31%	9.62%	15.66%	12.85%	18.20%	18.67%	20.04%	10.53%	7.40%
Dollar Change	\$123,788,566	\$5,125,256	\$160,394,610	\$286,129,537	\$271,510,874	\$434,173,853	\$526,344,190	\$670,329,547	\$423,039,398	\$328,272,563

Fiscal Year	2021/22	2022/23	2023/24	2024/25	2025/26
Taxable Assessed Valuation	\$4,910,406,202	\$5,057,718,388	\$5,209,449,940	\$5,365,733,438	\$5,526,705,441
Percentage Change	3.00%	3.00%	3.00%	3.00%	3.00%
Dollar Change	\$143,021,540	\$147,312,186	\$151,731,552	\$156,283,498	\$160,972,003

Historical Average Annual Increase - Years 2011/12-2020/21 (10-Years)	Historical Average Annual Increase - Years 2016/17-2020/21 (5-Years)	Historical Average Annual Increase - Years 2018/19-2020/21 (3-Years)	Projected Average Annual Increase - Years 2021/22-2025/26 (5-Years)
12.13%	14.97%	12.65%	3.00%
\$322,910,839	\$476,431,910	\$473,880,503	\$151,864,156

Updated Bond Plan

Summary of Findings



Description	Findings
Bond Proceeds to District - Series 2020	\$25,000,000
Bond Proceeds to District - Series 2022	15,000,000
Total Amount of Bond Proceeds to the District	\$40,000,000
Current I&S Fund Tax Rate	\$0.4700
Maximum I&S Fund Tax Rate	\$0.4700
Net Outstanding Debt Service	\$562,152,730
Plus: Projected Series 2020 Debt Service	47,720,369
Plus: Projected Series 2020 Refunding Debt Service	26,968,153
Plus: Projected Series 2022 Debt Service	20,395,275
Less: Projected Refunding Bonds Debt Service	(30,681,075)
Less: Projected Instructional Facilities Allotment Funding	0
Less: Projected Existing Debt Allotment Funding	0
Less: Projected Frozen Levy Revenues	(100,240,000)
Total Net Projected Outstanding Debt Service	\$526,315,452

Updated Bond Plan

Soft Put Optionality

Summary of Soft Put Assumptions and Possible Outcomes:

- With the issuance of \$25,000,000 of soft put variable rate bonds, the District has the ability to issue long term debt at short term rates with the requirement to remarket the bonds at the mandatory tender date to establish a new interest rate for additional term periods. Once the bonds become callable from investors (currently assumed to be February 15, 2022), the bonds could be redeemed at any time and in any amount.
- Scenario 1** - Assumes the bonds carry an initial rate of 1.25% and are remarketed on August 15, 2025 to a 4.00% fixed rate thereafter. If the bonds were not remarketed, they would move to step rate of 7.00%. Assumes no early redemptions. (Subject to change.)
- Scenario 2** – Assumes the same interest rate assumptions as Scenario 1 but also assumes all bonds are redeemed prior to the interest rate reset on August 15, 2025.
- Should the District wish to maintain its current I&S tax rate (or any other rate), the District could redeem bonds in any given year to set its tax rate at the desired level. Based on our taxable assessed value growth assumptions on p.20, the District could redeem as follows and still maintain its existing \$0.47 tax rate.

FYE	Estimated Annual Redemption
2022	\$6,250,000
2023	6,250,000
2024	6,250,000
2025	6,580,000
Total	\$25,330,000

- The tables below illustrate the affect of the early redemptions on the total projected debt service numbers.

5-Yr Interest Expense Comparison			
Date (8/31)	Scenario 1 Interest Expense	Scenario 2 Interest Expense	Incremental Interest Savings
2021	\$237,469	\$237,469	\$ -
2022	316,625	277,563	39,063
2023	316,625	199,438	117,188
2024	316,625	121,313	195,313
2025	316,625	41,125	275,500
Total	\$1,503,969	\$876,906	\$627,063

	Scenario 1 No Redemption 4.00% Reset	Scenario 2 Full Redemption Prior to Reset Date
Total Debt Service	\$47,720,369	\$876,906
Cash Used for Redemptions	-	25,330,000
Total Net Cash Flow	47,720,369	26,206,906
Incremental Debt Service Savings vs. Scenario 1	\$ -	\$21,513,463

Please note the terms of the soft put bonds will be negotiated at the time of the bond sale pending market conditions and investor feedback.



Updated Bond Plan

Preliminary Tax Rate Impact Analysis

Updated Bond Plan - Issue \$25 Million of Remaining Authorization (in Variable Rate Mode) with Refunding. 2020/21 Certified TAV to Grow 3% Annually for 5 Years. No EDA or IFA Assistance.																				
A	B	C	D	E	F		G	H	I	J	K	L	M	N	O		P	Q	R	S
Fiscal Year Ending	Outstanding Debt Service Net of Redemption	Less: Bonds To Be Refunded	Plus: Series 2020 Refunding Bonds	Projected Gross Outstanding Debt Service	Existing Authorization			Less: Frozen Levy Revenues	Less: I&S Fund Balance Contribution	Net Combined Debt Service	Gross Taxable Assessed Valuation	Net Taxable Assessed Valuation	TAV Growth	Tax Rate Impact Analysis			Tier I Funds Analysis			
					Nov-20 \$25,000,000 @ 3.37%	May-22 \$15,000,000 @ 3.05%	Projected Gross Debt Service							Current Tax Rate	Tax Rate Combined Debt Service	Tax Rate Change	Max Tier I Funds Needed for 50-Cent Test ^(A)	Tier I Funds Needed For Debt Service ^(B)		
2021	\$25,854,578	\$779,931	\$779,805	\$25,854,452	\$237,469		\$26,091,921	\$3,580,000	\$0	\$22,511,921	\$5,740,062,074	\$4,767,384,662	7.4%	\$0.4700	\$0.4722		\$0	\$0		
2022	20,284,599	779,931	576,384	20,081,052	316,625		20,397,677	3,580,000	0	16,817,677	5,912,263,936	4,910,406,202	3.0%		0.3425	(\$0.1275)	0	0		
2023	20,286,849	779,931	576,384	20,083,302	316,625	\$1,022,125	21,422,052	3,580,000	0	17,842,052	6,089,631,854	5,057,718,388	3.0%		0.3528		0	0		
2024	20,653,174	1,054,931	836,384	20,434,627	316,625	1,017,700	21,768,952	3,580,000	0	18,188,952	6,272,320,810	5,209,449,940	3.0%		0.3492		0	0		
2025	20,659,724	1,653,056	1,429,954	20,436,622	316,625	1,019,950	21,773,197	3,580,000	0	18,193,197	6,460,490,434	5,365,733,438	3.0%		0.3391		0	0		
2026	20,656,874	2,256,656	2,033,969	20,434,187	1,013,200	1,020,950	22,468,337	3,580,000	0	18,888,337	6,654,305,147	5,526,705,441	3.0%		0.3418		0	0		
2027	20,652,524	2,196,356	1,976,517	20,432,684	1,013,200	1,020,700	22,466,584	3,580,000	0	18,886,584	6,654,305,147	5,526,705,441	0.0%		0.3417		0	0		
2028	20,651,782	2,156,506	1,935,517	20,430,792	1,013,200	1,019,200	22,463,192	3,580,000	0	18,883,192	6,654,305,147	5,526,705,441	0.0%		0.3417		0	0		
2029	20,658,476	2,281,506	2,063,017	20,439,987	1,013,200	1,021,450	22,474,637	3,580,000	0	18,894,637	6,654,305,147	5,526,705,441	0.0%		0.3419		0	0		
2030	20,662,692	3,145,156	2,925,517	20,443,052	1,013,200	1,022,200	22,478,452	3,580,000	0	18,898,452	6,654,305,147	5,526,705,441	0.0%		0.3419		0	0		
2031	18,334,539	829,038	610,767	18,116,268	1,013,200	1,017,600	20,147,068	3,580,000	0	16,567,068	6,654,305,147	5,526,705,441	0.0%		0.2998		0	0		
2032	20,726,503	1,566,750	1,344,576	20,504,329	1,013,200	1,017,200	22,534,729	3,580,000	0	18,954,729	6,654,305,147	5,526,705,441	0.0%		0.3430		0	0		
2033	20,721,024	1,565,000	1,346,406	20,502,429	1,013,200	1,020,800	22,536,429	3,580,000	0	18,956,429	6,654,305,147	5,526,705,441	0.0%		0.3430		0	0		
2034	20,730,276	1,559,200	1,337,335	20,508,411	1,013,200	1,018,200	22,539,811	3,580,000	0	18,959,811	6,654,305,147	5,526,705,441	0.0%		0.3431		0	0		
2035	19,058,970	1,565,175	1,346,921	18,840,715	1,013,200	1,019,600	20,873,515	3,580,000	0	17,293,515	6,654,305,147	5,526,705,441	0.0%		0.3129		0	0		
2036	19,065,284	2,272,475	2,049,778	18,842,586	1,013,200	1,019,800	20,875,586	3,580,000	0	17,295,586	6,654,305,147	5,526,705,441	0.0%		0.3129		0	0		
2037	19,070,035	1,257,475	1,036,852	18,849,411	1,013,200	1,018,800	20,881,411	3,580,000	0	17,301,411	6,654,305,147	5,526,705,441	0.0%		0.3131		0	0		
2038	19,077,653	2,982,000	2,762,076	18,857,728	1,013,200	1,021,600	20,892,528	3,580,000	0	17,312,528	6,654,305,147	5,526,705,441	0.0%		0.3133		0	0		
2039	19,117,151			19,117,151	1,013,200	1,018,000	21,148,351	3,580,000	0	17,568,351	6,654,305,147	5,526,705,441	0.0%		0.3179		0	0		
2040	19,119,786			19,119,786	1,013,200	1,018,200	21,151,186	3,580,000	0	17,571,186	6,654,305,147	5,526,705,441	0.0%		0.3179		0	0		
2041	19,116,346			19,116,346	1,013,200	1,022,000	21,151,546	3,580,000	0	17,571,546	6,654,305,147	5,526,705,441	0.0%		0.3179		0	0		
2042	19,116,692			19,116,692	1,013,200	1,019,200	21,149,092	3,580,000	0	17,569,092	6,654,305,147	5,526,705,441	0.0%		0.3179		0	0		
2043	19,643,700			19,643,700	4,833,200		24,476,900	3,580,000	0	20,896,900	6,654,305,147	5,526,705,441	0.0%		0.3781		0	0		
2044	19,650,050			19,650,050	4,830,400		24,480,450	3,580,000	0	20,900,450	6,654,305,147	5,526,705,441	0.0%		0.3782		0	0		
2045	19,644,600			19,644,600	4,831,600		24,476,200	3,580,000	0	20,896,200	6,654,305,147	5,526,705,441	0.0%		0.3781		0	0		
2046	19,646,050			19,646,050	4,831,400		24,477,450	3,580,000	0	20,897,450	6,654,305,147	5,526,705,441	0.0%		0.3781		0	0		
2047	19,647,200			19,647,200	4,834,600		24,481,800	3,580,000	0	20,901,800	6,654,305,147	5,526,705,441	0.0%		0.3782		0	0		
2048	19,645,600			19,645,600	4,830,800		24,476,400	3,580,000	0	20,896,400	6,654,305,147	5,526,705,441	0.0%		0.3781		0	0		
Total	\$562,152,730	\$30,681,075	\$26,968,153	\$558,439,808	\$47,720,369	\$20,395,275	\$626,555,452	\$100,240,000	\$0	\$526,315,452										

^(A) Based upon the District's taxable assessed valuation at the time of each bond sale.

^(B) Based upon the District's annual projected taxable assessed valuation in each respective fiscal year.

NOTE: Principal amortization for Series 2020 shown in boxed area.

Note: Variable rate amortization shown above assumes interest rate steps to 4.00% on August 15, 2025 for illustrative purposes only.

Preliminary Timetable

Section 5



Preliminary Timetable*

Unlimited Tax School Building Bonds, Series 2020 and Unlimited Tax Refunding Bonds, Taxable Series 2020

Oct-2020							Nov-2020							Dec-2020						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
					1	2	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Financing Team Members

LEISD - Little Elm Independent School District (Issuer)
RBC - RBC Capital Markets (Financial Advisor)
BR - Bracewell LLP (Bond Counsel)
UW - Underwriter(s)

Date	Action	Responsibility
27-Aug-20	Submit Application for PSF Guarantee	LEISD, RBC
22-Sep-20	Receive PSF Guarantee	LEISD, RBC
05-Oct-20	Meeting with District Staff - Review Preliminary Financing Plan	LEISD, RBC
15-Oct-20	Regular Board Meeting - Review Preliminary Financing Plan and Formally Approve Parameters Order	LEISD, RBC, BR
16-Oct-20	Request Information for Preliminary Official Statement ("POS")	LEISD, RBC
22-Oct-20	Request for Information Returned to RBC	LEISD
27-Oct-20	Distribute Draft POS for Comments	RBC
27-Oct-20	Send Draft POS and Credit Info to Rating Agency	LEISD, RBC
03-Nov-20	Deadline for Comments to Draft POS	LEISD, RBC
09-Nov-20	Conference Call with Credit Rating Agency	All Parties
16-Nov-20	Receive Credit Ratings	LEISD, RBC
24-Nov-20	Distribute POS to Potential Purchasers	LEISD, RBC
01-Dec-20	Negotiated Bond Sale - Pricing of the Bonds	LEISD, RBC, UW
01-Dec-20	District Official Approves Pricing Certificate for the Bonds (Interest Rates Locked In)	LEISD, RBC, BR
02-Dec-20	Submit Documents to Attorney General for Approval	BR
03-Dec-20	Distribute Draft of Final Official Statement ("OS") for Comments	RBC
08-Dec-20	Receive Comments, Finalize & Distribute OS	All Parties
22-Dec-20	Closing - Transfer of Funds and Bonds Delivered	All Parties

*Preliminary, subject to change as market conditions warrant. As of October 2, 2020.

Board Agenda Item

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

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	ORDER AUTHORIZING REFUNDING OF BONDS				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent & CFO				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	ORDER AUTHORIZING THE ISSUANCE OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING 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, PAYING AGENT/REGISTRAR AGREEMENTS AND ESCROW AGREEMENTS RELATING TO SUCH BONDS; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATED THERETO.				
Financial Implications:	For the refunding bonds to reduce debt service payments of the District. The bonds can only be sold if the saving parameters are met.				
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 REFUNDING BONDS

Adopted: October 19, 2020

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.....	3
Section 1.02. Findings.....	7
Section 1.03. Table of Contents, Titles and Headings	7
Section 1.04. Interpretation.....	7

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy	7
Section 2.02. Application of Chapter 1208, Government Code	8

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization	9
Section 3.02. Date, Denomination, Maturities, and Interest	9
Section 3.03. Medium, Method and Place of Payment.....	10
Section 3.04. Execution and Registration of Bonds	11
Section 3.05. Ownership	11
Section 3.06. Registration, Transfer and Exchange.....	12
Section 3.07. Cancellation	13
Section 3.08. Replacement Bonds	13
Section 3.09. Book–Entry Only System	14
Section 3.10. Successor Securities Depository; Transfer Outside Book–Entry Only System.....	14
Section 3.11. Payments to Cede & Co.....	15

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption	15
Section 4.02. Optional Redemption	15
Section 4.03. Mandatory Sinking Fund Redemption.....	15
Section 4.04. Partial Redemption.....	16
Section 4.05. Notice of Redemption to Owners	16
Section 4.06. Payment Upon Redemption	17
Section 4.07. Effect of Redemption	17
Section 4.08. Lapse of Payment.....	18

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01.	Appointment of Initial Paying Agent/Registrar	18
Section 5.02.	Qualifications	18
Section 5.03.	Maintaining Paying Agent/Registrar	18
Section 5.04.	Termination	18
Section 5.05.	Notice of Change to Owners	18
Section 5.06.	Agreement to Perform Duties and Functions	19
Section 5.07.	Delivery of Records to Successor	19

ARTICLE VI

FORM OF THE BONDS

Section 6.01.	Form Generally	19
Section 6.02.	CUSIP Registration	19
Section 6.03.	Legal Opinion	20

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01.	Sale of Bonds, Official Statement	20
Section 7.02.	Control and Delivery of Bonds	22
Section 7.03.	Deposit of Proceeds	22

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; INVESTMENTS

Section 8.01.	Creation of Funds	22
Section 8.02.	Interest and Sinking Fund	23
Section 8.03.	Reserved	23
Section 8.04.	Security of Funds	23
Section 8.05.	Investments	23
Section 8.06.	Investment Income	23
Section 8.07.	Escrow Fund	23

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 9.01.	Payment of the Bonds	23
Section 9.02.	Other Representations and Covenants	23
Section 9.03.	Federal Tax Matters	24

ARTICLE X

DISCHARGE

Section 10.01. Discharge	25
--------------------------------	----

ARTICLE XI

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT
OF REFUNDED BONDS

Section 11.01. Subscription for Securities	26
Section 11.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds	26
Section 11.03. Payment of Refunded Bonds; Redemption of Refunded Bonds.....	26

ARTICLE XII

PERMANENT SCHOOL FUND GUARANTEE

Section 12.01. Permanent School Fund Guarantee.....	26
---	----

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Definitions of Continuing Disclosure Terms	27
Section 13.02. Annual Reports	27
Section 13.03. Material Event Notices	28
Section 13.04. Limitations, Disclaimers and Amendments	30

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01. Events of Default	31
Section 14.02. Remedies for Default	31
Section 14.03. Remedies Not Exclusive	31

ARTICLE XV

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 15.01. Amendments to Order and Pricing Certificate.....	32
Section 15.02. Nonsubstantive Changes to Order and Pricing Certificate	32

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Changes to Order	32
Section 16.02. Partial Invalidity.....	33
Section 16.03. No Personal Liability	33
Section 16.04. Severability	33

Schedule I – Schedule of Refunded Bond Candidates

Exhibit A – Form of Current Interest Bonds

Exhibit B – Form of Capital Appreciation Bonds

AN ORDER AUTHORIZING THE ISSUANCE FROM TIME TO TIME OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING 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, PAYING AGENT/REGISTRAR AGREEMENTS AND ESCROW AGREEMENTS RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF ONE OR MORE OFFICIAL STATEMENTS; AND ENACTING OTHER PROVISIONS RELATED THERETO

WHEREAS, there are presently outstanding certain obligations of Little Elm Independent School District (the "District"), described on Schedule I attached hereto and incorporated herein by reference for all purposes (collectively, the "Refunded Bond Candidates"), which are secured by and payable from ad valorem taxes levied, assessed and collected, without legal limit as to rate or amount, on property within the District in an amount sufficient to pay principal of and interest on such bonds as they become due; and

WHEREAS, it is intended that all or a portion of the Refunded Bond Candidates shall be designated as Refunded Bonds (as hereinafter defined) in the Pricing Certificates (as hereinafter defined) executed under this order from time to time and shall be refunded pursuant to this Order and the Pricing Certificates; and

WHEREAS, Chapter 1207, Texas Government Code, as amended ("Chapter 1207") authorizes the District to issue refunding bonds for the purpose of refunding or defeasing the Refunded Bonds in advance of their maturities, and to accomplish such refunding or defeasance by depositing directly with a paying agent for the Refunded Bonds (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Bonds; and

WHEREAS, the Board of Trustees (the "Board") of the District desires to authorize the execution of one or more escrow agreements in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the District, to pay the redemption price of the Refunded Bonds when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Bonds shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the orders authorizing the issuance of the Refunded Bonds shall be, with respect to the Refunded Bonds, discharged, terminated and defeased; and

WHEREAS, the Board of the District hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the Board hereby finds and determines that the refunding contemplated in this Order will benefit the District by allowing it to restructure its debt and providing a present value savings in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; 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 school building bonds are authorized to be issued pursuant to Chapter 45 and such bonds are authorized to be issued in combination with refunding bonds pursuant to Section 1207.004, Texas Government Code; 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 Chapters 1207 and 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:

“Accreted Value” means, with respect to the Capital Appreciation Bonds, the original principal amount of such Bond plus the initial premium, if any, paid therefore, with interest thereon compounded semiannually, as set forth in the Pricing Certificate.

“Authorized Officer” means the Superintendent or Chief Financial Officer 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.

“Capital Appreciation Bonds” means, collectively, the Bonds designated as Capital Appreciation Bonds in the Pricing Certificate, if any, and with respect to which interest is compounded semiannually and is payable only at Maturity.

“Chapter 1207” means Chapter 1207, Texas Government Code, as amended.

“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).

“Current Interest Bonds” means, collectively, the Bonds designated as Current Interest Bonds in the Pricing Certificate and with respect to which interest is payable on each Interest Payment Date.

“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 Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, in each case, 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.

“Escrow Agent” means, with respect to each series or subseries of Bonds issued in any part to refund all or a portion of the Refunded Bonds, the Escrow Agent designated in the Pricing Certificate, or any successor thereto.

“Escrow Agreement” means, with respect to each series or subseries of Bonds issued in any part to refund all or a portion of the Refunded Bonds, the escrow agreement by and between the District and the Escrow Agent relating to the Refunded Bonds being refunded by such series of Bonds.

“Escrow Fund” means, with respect to each series or subseries of Bonds issued in any part to refund all or a portion of the Refunded Bonds, the fund established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Bonds being refunded by such series of Bonds.

“Escrow Securities” means, except as otherwise provided in the Pricing Certificate, (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date hereof, are rated as to investment quality by a nationally recognized investment rating firm not less than “AAA” or its equivalent.

“Financial Obligation” shall have the meaning given to such term in Section 13.01 of this Order.

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

“Initial Bonds” means the Initial Current Interest Bond and the Initial Capital Appreciation Bond.

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

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

“Interest Payment Date” means, with respect to the Current Interest Bonds, 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 Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds become due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

“Maturity Amount” means, with respect to the Capital Appreciation Bonds, the original principal amount thereof plus the initial premium, if any, paid therefor, plus interest accreted and compounded thereon, as set forth herein and in the Pricing Certificate, and payable at Maturity.

“MSRB” shall have the meaning given to such term in Section 13.01 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, with respect to the Current Interest Bonds, 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.

“Refunded Bond Candidates” means the obligations of the District described in Schedule I attached hereto which are hereby authorized to be designated as Refunded Bonds in the Pricing Certificate.

“Refunded Bonds” means those obligations of the District designated as such in the Pricing Certificate from the list of Refunded Bond Candidates described in Schedule I attached hereto.

“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 13.01 of this Order.

“Rule” shall have the meaning given to such term in Section 13.01 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 XII 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 Chapters 1207 and 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 \$30,000,000 for the purpose of refunding the Refunded Bonds and paying the costs of issuing the Bonds and 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 Current Interest 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 Current Interest Bond, which shall be numbered ICI-1.

(c) The Current Interest 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 Current Interest 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.

(e) The Capital Appreciation Bonds shall be in the aggregate original principal amount and aggregate Maturity Amount designated in the Pricing Certificate, shall be in the Maturity Amounts of \$5,000 or any integral multiple thereof, and shall be numbered separately from one upward, except the Initial Capital Appreciation Bond, which shall be numbered ICA-1.

(f) The Capital Appreciation Bonds shall be issued in the original principal amounts and shall bear interest at the per annum rates, calculated on the basis of a 360-day year composed of twelve 30-day months (subject to rounding to the Accreted Values thereof), and shall mature on the dates and in the Maturity Amounts set forth in the Pricing Certificate.

(g) Interest shall accrete on each Capital Appreciation Bond from the Closing Date and shall be compounded semiannually as designated in the Pricing Certificate, until Maturity. The accreted interest on each Capital Appreciation Bond shall be payable at Maturity as a portion of the Maturity Amount.

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 Current Interest 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 Current Interest Bond and the Maturity Amount of each Capital Appreciation 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 Bonds 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 Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bonds, being (i) a single Initial Current Interest Bond representing the entire principal amount of the Current Interest Bonds designated in the Pricing Certificate and (ii) a single Initial Capital Appreciation Bond representing the aggregate Maturity Amount of the Capital Appreciation Bonds designated in the Pricing Certificate, each such Initial Bond 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, with the Closing will be delivered to the Representative or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.10. 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 or Maturity Amount thereof, as applicable, for the further purpose of making and

receiving payment of the interest thereon (subject to the provision herein that for the Current Interest Bonds interest is to be paid to the person in whose name the Current Interest Bond is registered on the Record Date or Special Record Date, as applicable), 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 (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) equal to the unpaid principal amount or Maturity Amount, as applicable, 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 (with respect to the Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) 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 Current Interest 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 Capital Appreciation Bonds shall be subject to optional redemption at the option of the District at such times, in such Maturity Amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(c) 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 Current Interest Bonds or Maturity Amount of Capital Appreciation Bonds, as applicable, to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

(a) The Current Interest 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 Current Interest Bonds or Capital Appreciation Bonds, as applicable, are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount or Maturity Amount, as applicable, 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 Current Interest 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 Current Interest Bond as though it were a single Bond for purposes of selection for redemption. A portion of a single Capital Appreciation Bonds of a denomination greater than \$5,000 Maturity Amount may be redeemed, but only in a Maturity Amount equal to \$5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each \$5,000 Maturity Amount portion of such Capital Appreciation 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, or Maturity Amount, as applicable, equal to the unredeemed principal amount, or Maturity Amount, as applicable, 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(b), 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 Bonds, 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 forms 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 Chapters 1207 and 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 selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, the aggregate principal amount of Refunded Bonds, 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, retaining the verification agent, 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 and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

(i) the refunding of the Refunded Bonds shall produce a total net present value debt service savings of at least 8% of the principal amount of the Refunded Bonds;

(ii) 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, and the Bonds sold for the purposes of refunding the Refunded Bonds shall be in an amount sufficient, in combination with the net premium from the sale of the Bonds, plus other available funds of the District, if any, to provide for the refunding of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in Schedule I hereto and the costs and expenses of issuance of the Bonds, including underwriter's discount;

(iii) the Bonds shall not bear interest at a true interest cost greater than 5.00%;
and

(iv) the refunding Bonds authorized to be issued pursuant to Section 3.01 shall mature not later than the final maturity of the Refunded Bonds being refunded.

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 Bonds 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) 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 and Refunding Bonds, Interest and Sinking 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 Current Interest Bonds plus the aggregate amount of interest due and that will become due and payable on such Current Interest Bonds, plus the Maturity Amount due and that will become due and payable on the Capital Appreciation 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. Reserved.

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, 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.

Section 8.07. Escrow Fund. The investment and application of money in the Escrow Fund, shall be in accordance with the provisions of the Escrow Agreement.

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 Refunded Bonds and 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.

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

SUBSCRIPTION FOR SECURITIES; APPROVAL OF ESCROW AGREEMENT; PAYMENT OF REFUNDED BONDS

Section 11.01. Subscription for Securities. The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in each Escrow Agreement, if any, as may be necessary for the respective Escrow Funds and the applications for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 11.02. Appointment of Escrow Agent; Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Bonds. The Authorized Officer is hereby authorized to select and appoint one or more Escrow Agents for each series of the Bonds, if any, and such Escrow Agents shall be designated in the appropriate Pricing Certificate. The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the President and Secretary of the Board, one or more Escrow Agreements, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate District officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Bonds the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Bonds.

Section 11.03. Payment of Refunded Bonds; Redemption of Refunded Bonds. Following the deposits to the respective Escrow Funds or with the paying agent for the Refunded Bonds as herein specified, the Refunded Bonds shall be payable solely from and secured by the cash and securities on deposit in the respective Escrow Fund or such other fund held by the paying agent for the Refunded Bonds for the purpose of refunding the Refunded Bonds and shall cease to be payable from ad valorem taxes, firm banking and financial arrangements having been made for the discharge and final payment or redemption of the Refunded Bonds pursuant to Chapter 1207. The Refunded Bonds are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate relating to such Refunded Bonds. The Secretary of the Board is hereby authorized and directed to cause to be delivered to the paying agent/registrar for the Refunded Bonds a certified copy of this Order calling the Refunded Bonds for redemption and a copy of the Pricing Certificate. The delivery of this Order and the Pricing Certificate to the paying agent for the Refunded Bonds shall constitute the giving of notice of redemption to the paying agent for the Refunded Bonds and such paying agent is hereby authorized and directed to give notice of redemption to the owners of the Refunded Bonds in accordance with the requirements of the order(s) authorizing the issuance thereof.

ARTICLE XII

PERMANENT SCHOOL FUND GUARANTEE

Section 12.01. 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 XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. 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 13.02. 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 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 13.03. 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/registrars or the change of name of a paying agent/registrars, 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 or 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 13.02 and section

(a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.04. 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 13.02 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 XIV

DEFAULT AND REMEDIES

Section 14.01. 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 14.02. 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 14.03. 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 XV

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 15.01. 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 15.02. 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 XVI

MISCELLANEOUS

Section 16.01. 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 16.02. 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 16.03. 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.

Section 16.04. Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.]

PASSED, APPROVED AND EFFECTIVE on October 19, 2020.

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 2020*

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

The Authorized Officer may select the specific maturities and series of bonds constituting the Refunded Bonds from the following series of the District's outstanding bonds:

Unlimited Tax School Building Bonds, Series 2008-A
Unlimited Tax Refunding Bonds, Series 2008-B
Unlimited Tax School Building and Refunding Bonds, Series 2012
Unlimited Tax School Building and Refunding Bonds, Series 2013
Unlimited Tax Refunding Bonds, Series 2014
Unlimited Tax Refunding Bonds, Series 2015A
Unlimited Tax Refunding Bonds, Series 2015B

EXHIBIT A

FORM OF CURRENT INTEREST BOND

(a) Form of Current Interest Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
Denton County

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

CURRENT INTEREST BOND

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

¹ Insert from Officers Pricing Certificate.

² Insert from Officers Pricing Certificate.

³ Insert from Officers Pricing Certificate.

⁴ Insert from Officers Pricing Certificate.

the corporate trust office of _____⁵, _____⁶, Texas, or such other location 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, in part as (i) \$_____⁹ original principal amount of Current Interest Bonds and (ii) \$_____¹⁰ Capital Appreciation Bonds (herein referred to as the “Bonds”), issued 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) refunding certain outstanding unlimited tax obligations of the District and (ii) paying the costs of issuing the Bonds.] This Bond is a Current Interest Bond.

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

⁵ Insert from Officers Pricing Certificate.

⁶ Insert from Officers Pricing Certificate.

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

⁹ Insert from Officers Pricing Certificate.

¹⁰ Insert from Officers Pricing Certificate.

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.

The District has reserved the option to redeem the Bonds maturing on and after _____¹¹, in whole or in part before their respective scheduled maturity dates, on _____¹², 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 _____¹³ (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> _____ ¹⁴	<u>Principal Amount</u> _____ ¹⁵

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.

¹¹ Insert from Officers Pricing Certificate.

¹² Insert from Officers Pricing Certificate.

¹³ Insert from Officers Pricing Certificate.

¹⁴ Insert from Officers Pricing Certificate.

¹⁵ Insert from Officers Pricing Certificate.

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 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.

16

As Paying Agent/Registrar

Dated: _____

By: _____

¹⁶ 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 Refunding Bonds, Series _____¹⁷, dated _____¹⁸, in the principal amount of \$ _____¹⁹ 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.

¹⁷ Insert from Officers Pricing Certificate.

¹⁸ Insert from Officers Pricing Certificate.

¹⁹ Insert from Officers Pricing Certificate.

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

(e) Initial Current Interest Bond Insertions

(i) The Initial Current Interest 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 _____²⁰ 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 ICI-1.

²⁰ Insert from Officers Pricing Certificate.

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]

EXHIBIT B

FORM OF CAPITAL APPRECIATION BOND

(a) Form of Capital Appreciation Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
Denton County

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

CAPITAL APPRECIATION BOND

YIELD TO MATURITY _____ %	ORIGINAL PRINCIPAL AMOUNT \$ _____	MATURITY DATE _____, ____	CLOSING DATE _____, ____	CUSIP NO. _____
---------------------------------	---	---------------------------------	--------------------------------	--------------------

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 Maturity Amount of this Bond, being the sum of

_____ DOLLARS

The Maturity Amount represents the total of the Original Principal Amount hereof, plus the initial premium paid hereon, together with interest thereon to the Maturity Date. Interest accretes from the Closing Date specified above, and will compound semiannually on _____² and _____³ in each year, commencing _____⁴. A table of the "Accreted Values" per \$5,000 Maturity Amount is printed on or attached to this Bond. The term "Accreted Value," as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid therefor with interest thereon accreted and compounded semiannually to the _____⁵ or _____⁶ next preceding the date of such calculation

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.

⁶ Insert from Officers Pricing Certificate.

(or, the date of calculation, if such calculation is made on _____⁷ or _____⁸) at a compounding rate which produces the approximate yield to maturity set forth above. For any date other than a _____⁹ or _____¹⁰, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates, based on 30 day months.

The Maturity Amount of this Bond shall be payable on the Maturity Date shown above, 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 in _____¹¹, Texas, or at such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the _____¹², the initial Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

If the date for the payment of the Maturity Amount 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 Maturity Date.

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of the _____¹³, issued in the aggregate principal amount of \$_____¹⁴ in part as (i) \$_____¹⁵ original principal amount of Current Interest Bonds and (ii) \$_____¹⁶ Capital Appreciation Bonds, 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) refunding certain outstanding unlimited tax obligations of the District and (ii) paying the costs of issuing the Bonds.] This Bond is a Capital Appreciation Bond.

The Capital Appreciation Bonds are [not] subject to redemption prior to stated maturity.

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.

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

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.

¹⁴ Insert from Officers Pricing Certificate.

¹⁵ Insert from Officers Pricing Certificate.

¹⁶ Insert from Officers Pricing Certificate.

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]

(a) 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.

17

As Paying Agent/Registrar

Dated: _____ By: _____

(b) 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.

¹⁷ Insert from Officers Pricing Certificate.

(c) Initial Capital Appreciation Bond Insertions

(i) The Initial Capital Appreciation Bond shall be in the form set forth in paragraphs (a), (c), (e), (f) and (g) of this Section, except for the following alterations:

1. immediately under the name of the Bond, the headings "YIELD TO MATURITY," "ORIGINAL PRINCIPAL AMOUNT" AND "MATURITY DATE" shall be completed with the words "As Shown Below" and the heading "CUSIP NO. _____" deleted;

2. in the first paragraph, the words "on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of _____ DOLLARS" shall be deleted and the following shall be inserted: "on _____¹⁸ in the years, in the Original Principal Amounts and Maturity Amounts and with interest at the compounding rates which produce the respective approximate Yield to Maturity set forth in the following Schedule:

<u>Year</u>	<u>Original Principal Amount</u>	<u>Yield to Maturity</u>	<u>Maturity Amount</u>
-------------	--------------------------------------	------------------------------	----------------------------

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

3. the Initial Capital Appreciation Bond shall be numbered ICA-1.

(d) 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. _____
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 SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

¹⁸ Insert from Officers Pricing Certificate.

(e) 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 Fort Bend Independent School District of its Unlimited Tax Refunding Bonds, _____¹⁹, dated _____²⁰, in the principal amount of \$_____²¹ 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 Texas

¹⁹ Insert from Officers Pricing Certificate.

²⁰ Insert from Officers Pricing Certificate.

²¹ Insert from Officers Pricing Certificate.

(f) Table of Accreted Values.

The Accreted Values of the Capital Appreciation Bonds set forth below shall be printed on the reverse side of, or attached to, each of the Capital Appreciation Bonds, including the Initial Capital Appreciation Bond.

TABLE OF ACCRETED VALUES

The Accreted Value, initial offering price, and principal amount (all per \$5,000 of Maturity Amount), together with the interest rate and yield to maturity are as follows. Accreted values are calculated based on the initial offering price and yield to maturity and, except at maturity, do not equal principal amount plus accrued interest.

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF DENTON §

We, the undersigned officers of the Board of Trustees of Little Elm Independent School District, hereby certify as follows:

1. The Board of Trustees of Little Elm Independent School District convened in a regular meeting on the 19th day of October, 2020, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

David Montemayor	President
Jason Olson	Vice President
Alex Flores	Secretary
DeLeon English	Trustee
Melissa Myers	Trustee
Dan Blackwood	Trustee
LeAnna Harding	Trustee

and all of said persons were present except Melissa Myers and Alex Flores, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDER AUTHORIZING THE ISSUANCE FROM TIME TO TIME OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING 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, PAYING AGENT/REGISTRAR AGREEMENTS AND ESCROW AGREEMENTS RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF ONE OR MORE OFFICIAL STATEMENTS; AND ENACTING OTHER PROVISIONS RELATED THERETO

was duly introduced for the consideration of said Board and read in full. It was then duly moved and seconded that said order be adopted; and, after due discussion, said motion, carrying with it the adoption of said order, prevailed and carried by the following vote:

— Member(s) shown present above voted “Aye.”
— Member(s) shown present above voted “No.”

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said Board's minutes of said meeting pertaining to the adoption of said order; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said Board as indicated therein; that each of the officers and members of said Board was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said order would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by the Chapter 551, Texas Government Code.

SIGNED AND SEALED this October ____, 2020.

Secretary, Board of Trustees
Little Elm Independent School District

[SEAL]

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 10-19-2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	FINANCIAL REPORTS - AUGUST 2020				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	Board Legal Status Powers and Duties - BAA (LOCAL) Annual Operating Budget - CE (LOCAL)				
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:	<ol style="list-style-type: none">1) Budget Amendments2) Information - Miscellaneous Business Office Reports<ul style="list-style-type: none">Monthly Fund Balance ComparisonStatement of Unaudited Revenue and ExpendituresCash Flow StatementsBank ReconciliationsInvestment ReportFund Summary of Revenue and ExpendituresTax Collection ReportConstruction Report				

Recommendation: | **The Administration recommends approval of the August 2020 Financial Reports as presented.**

Motion: | **I move that the Board approve the August 2020 Financial Reports as presented.**

Little Elm Independent School District
General Fund
Budget Amendments
October 2020

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	199	00	9,766	36	9,766	821		Budget for receipt of Bosch STEM grant awarded to campus STEM clubs.
2	199	00	2,395	36	2,395	001		Budget for receipt of band fees.
3	199	00	1,975	11	1,975	001		Budget for receipt of classroom art fees.
4	199	11	500	13	500	001		Reallocate funds to cover purchase of furniture and equipment for CTE program.
5	199	36	871	31	871	001		Reallocate funds to cover purchase of Collegiate Academy shirts.
6	199	21	3,000	13	3,000	821		Reallocate funds to cover purchase of professional learning supplies for teachers.
7	199	36	29,800	13	29,800	821		Reallocate funds to cover NISE program certifications.
8	199	13	37,070	11	37,070	001		Reallocate funds to cover contracted services for SAT/ACT bootcamps and TSI ramp-up sessions for CCMR.
9	199	52	15,000	51	15,000	826		Reallocate funds to cover master clock network repairs.
10	199	13	4,600	31	4,850	821		Reallocate funds to cover purchase of GT testing materials.
		21	250					
11	199	00	2,870,954	11	2,870,954	820		Budget for operating transfer from Capital Projects Fund to General Fund to cover purchase of student Chromebooks, teacher laptops and accidental damage protection plan for devices.
12	199	00	358,605	11	390,000	999	(358,605)	Budget for 6 new instructional positions.
		00	31,395					
	Total		3,366,181		3,366,181		(358,605)	

Little Elm Independent School District
Capital Projects Fund
Budget Amendments
October 2020

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	695	00	10,288	53	10,288		(10,288)	Budget for upgrade of security video camera server #2.
2	690	00	2,870,954	11	2,870,954		(2,870,954)	Budget for operating transfer from Capital Projects Fund to General Fund to cover purchase of student Chromebooks, teacher laptops and accidental damage protection plan for devices.
	Total		2,881,242		2,881,242		(2,881,242)	

n Independent School District
 General Fund
 Budget Amendments
 August 31, 2020

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	199	00	10,000,000	00	10,000,000		(10,000,000)	Budget operating transfer up to \$10,000,000 from General Fund to Capital Project Funds 6XX.
	Total		10,000,000		10,000,000		(10,000,000)	

Page 1 of 2

GENERAL FUND

DEBT SERVICE FUND

		1XX			511		
		PROPOSED			PROPOSED		
CONTROL		AMENDMENTS	AMENDED	ORIGINAL	AMENDMENTS	AMENDED	
CODES	REVENUES	BUDGET	BUDGET	BUDGET		BUDGET	
5700	LOCAL	53,798,237	1,849,678	55,647,915	23,663,987	415,263	24,079,250
5800	STATE	22,013,394	(103,034)	21,910,360	-	250,520	250,520
5900	FEDERAL	1,917,536	(57,553)	1,859,983	-	-	-
		77,729,167	1,689,091	79,418,258	23,663,987	665,783	24,329,770
Expenditures							
11	Instruction	43,865,487	180,000	44,045,487	-		-
12	Library Services	782,956	10,000	792,956	-		-
13	Staff Development	2,266,599	(3,600)	2,262,999	-		-
21	Instructional Admin	1,315,146	50,000	1,365,146	-		-
23	Campus Administration	4,634,382	159,551	4,793,933	-		-
31	Guidance & Counseling	2,507,777	50,000	2,557,777	-		-
32	Attendance & Social Services	33,300		33,300	-		-
33	Health Services	655,080	50,000	705,080	-		-
34	Student Transportation	2,820,825		2,820,825	-		-
35	Food Services	196,089	20,000	216,089	-		-
36	Co-curricular Activities	2,172,992	21,540	2,194,532	-		-
41	General Administration	3,560,197	119,049	3,679,246	-		-
51	Plant Maintenance	7,965,205	59,259	8,024,464	-		-
52	Security	1,285,208		1,285,208	-		-
53	Data Processing	2,081,336		2,081,336	-		-
61	Community Services	47,151		47,151	-		-
71	Debt Services	-		-	23,890,015		23,890,015
81	Facilities	49,031		49,031	-		-
91	Contracted Instr Between Schools	-		-	-		-
95	Payments to JUV Justice Alt	40,000		40,000	-		-
99	Intergovernmental Charges	515,000		515,000	-		-
TOTAL EXPENDITURES		76,793,761	715,799	77,509,560	23,890,015	-	23,890,015
00	Other Resources	-		-	66,337,345		66,337,345
00	Other Uses	(888,945)		(888,945)	(65,804,223)		(65,804,223)
FUND BALANCE 08/31/19		29,282,332	-	29,282,332	6,042,983		6,042,983
EST FUND BALANCE		29,328,793	973,292	30,302,085	6,350,077	665,783	7,015,860

**Little Elm Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual
As of August 31, 2020**

Will be provided as part of Annual Financial Report after completion of audit

**Little Elm Independent School District
General Operating Cash Flow Statement
FY 2019-2020**

	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>	15,236,339.19	18,874,478.13	19,629,109.67	15,838,188.03	14,454,910.38	9,385,939.80	12,174,356.91	12,953,864.88	14,621,716.71	12,895,799.07	12,629,503.38	13,370,164.31	15,236,339.19
RECEIPTS													
Tax Collections	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	7,633.28	9,298.90	7,657.05	6,033.44	4,025.53	4,256.44	4,972.75	5,636.20	5,200.82	4,828.69	4,901.83	5,822.49	70,267.42
Other Local Revenue	219,895.29	297,879.19	185,561.05	122,055.27	537,861.93	187,306.98	78,225.95	36,704.85	12,825.63	113,784.54	125,246.20	42,304.52	1,959,651.40
State Revenue - Available School	-	302,180.00	114,595.00	223,382.00	-	-	116,800.00	116,065.00	227,719.00	227,719.00	318,044.00	706,178.00	2,352,682.00
State Revenue - Foundation	8,132,089.00	6,311,840.00	-	-	-	-	-	8,273.00	-	-	-	711,043.00	15,163,245.00
State Revenue - Debt Service	-	-	250,526.78	-	-	-	-	-	-	-	-	-	250,526.78
State Revenue - Misc	197,578.53	-	1,318,483.20	-	-	4,950.00	-	-	-	140,689.85	323,211.00	-	1,984,912.58
SHARS Receipts	23,956.06	9,113.07	29,397.05	35,054.15	22,713.30	784,076.00	19,570.39	4,905.72	2,847.54	9,774.71	1,039.36	2,870.25	945,317.60
Federal Program Revenue	72,970.28	459,553.68	345,459.46	561,552.51	-	227,205.29	110,659.91	499,961.93	74,722.53	283,296.61	-	230,459.26	2,865,841.46
Federal Program Revenue 240	158,886.24	252,041.41	275,007.66	216,481.43	177,848.65	229,988.62	260,395.32	206,393.46	234,084.16	139,324.72	-	-	2,150,451.67
Lunch Revenue - local 240	183,369.89	200,257.26	179,779.37	122,587.97	151,483.10	176,172.16	124,260.66	2,462.15	11,527.15	1,837.81	453.13	28,271.45	1,182,462.10
Payroll Deposits	3,756.67	918.07	640.16	-	1,168.56	378.00	2,510.00	1,066.00	-	4,000.00	1,066.00	1,528.20	17,031.66
Proceeds Land Sale	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Investment Acct	3,000,000.00	271,616.29	117,900.15	5,101,927.27	137,882.20	7,157,406.41	6,294,431.39	6,425,513.57	4,541,100.31	6,619,780.19	6,457,751.38	17,215,000.00	63,340,309.16
Total Revenue	12,000,135.24	8,114,697.87	2,825,006.93	6,389,074.04	1,032,983.27	8,771,739.90	7,011,826.37	7,306,981.88	5,110,027.14	7,545,036.12	7,231,712.90	18,943,477.17	92,282,698.83
DISBURSEMENTS													
Payroll Checks	3,155,107.65	3,151,280.45	3,197,566.95	3,222,263.14	3,156,227.51	3,183,374.30	3,183,543.69	3,142,453.79	3,297,951.70	3,072,722.10	3,149,668.30	3,128,269.28	38,040,428.86
Accounts Payable Checks	3,996,198.00	2,973,357.20	2,163,768.66	3,063,606.68	1,696,044.71	1,552,868.88	1,806,547.26	1,256,425.63	2,263,300.50	3,349,744.58	2,198,004.06	2,524,394.72	28,844,260.88
TRS Deposit	812,252.13	843,800.81	858,921.64	861,623.10	860,778.58	855,764.33	854,648.80	857,639.59	852,442.31	1,007,616.06	735,612.20	831,804.80	10,232,904.35
IRS Deposit	398,171.85	390,457.87	395,360.32	397,632.61	388,278.05	390,580.28	387,448.65	382,601.04	422,250.27	381,249.07	407,767.41	381,903.39	4,723,700.81
Bank Charges/ NSF's/Bk Trans	266.67	1,170.00	311.00	2,226.16	625.00	735.00	130.00	10.00	-	-	-	-	5,473.83
Total Expenditures	8,361,996.30	7,360,066.33	6,615,928.57	7,547,351.69	6,101,953.85	5,983,322.79	6,232,318.40	5,639,130.05	6,835,944.78	7,811,331.81	6,491,051.97	6,866,372.19	81,846,768.73
Cash to TEA	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Transferred to Debt Service	-	-	-	225,000.00	-	-	-	-	-	-	-	-	225,000.00
Transfers to Investment Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	8,361,996.30	7,360,066.33	6,615,928.57	7,772,351.69	6,101,953.85	5,983,322.79	6,232,318.40	5,639,130.05	6,835,944.78	7,811,331.81	6,491,051.97	6,866,372.19	82,071,768.73
Net Change in Cash	3,638,138.94	754,631.54	(3,790,921.64)	(1,383,277.65)	(5,068,970.58)	2,788,417.11	779,507.97	1,667,851.83	(1,725,917.64)	(266,295.69)	740,660.93	12,077,104.98	10,210,930.10
<i>Ending Cash Balance in bank</i>	18,874,478.13	19,629,109.67	15,838,188.03	14,454,910.38	9,385,939.80	12,174,356.91	12,953,864.88	14,621,716.71	12,895,799.07	12,629,503.38	13,370,164.31	25,447,269.29	25,447,269.29
Beginning Cash Balance Lone Star	55,329,049.18	53,359,202.08	51,945,501.88	51,287,683.13	69,807,751.85	68,183,143.50	67,016,521.72	65,644,379.38	65,302,008.27	64,748,760.55	60,849,698.84	58,192,540.19	55,329,049.18
Beginning Cash Balance TexStar	48,163,176.72	46,010,765.58	43,098,081.57	40,260,105.38	36,854,361.29	33,551,357.11	30,266,290.15	27,103,658.73	23,492,824.51	17,950,321.56	13,989,715.58	11,466,161.20	48,163,176.72
Beginning Cash Balance Texas Class	62,430,560.53	56,880,779.23	55,056,130.00	58,198,033.42	81,551,314.13	88,023,443.04	82,657,155.51	74,471,071.33	63,593,266.47	54,448,514.57	48,422,884.98	35,577,840.59	62,430,560.53
Interest Earned Lone Star	94,027.98	86,754.37	73,747.12	81,847.15	93,746.51	84,674.93	64,782.89	33,078.91	20,029.59	11,913.66	8,991.30	6,660.97	660,255.38
Interest Earned TexStar	80,548.00	68,896.87	54,126.47	49,365.26	45,845.74	38,027.19	24,145.61	8,672.74	4,080.76	2,455.08	2,215.36	1,408.71	379,787.79
Interest Earned TexasClass	104,844.90	92,154.54	79,232.75	90,735.05	114,839.76	108,390.15	70,334.61	29,448.11	19,252.57	13,033.14	9,506.47	5,081.82	736,853.87
Transfers in	304,129.31	653,225.10	3,131,790.37	54,252,862.97	10,176,572.27	4,872,318.28	658,380.50	248,079.49	195,522.06	266,922.63	101,535.12	191,446.11	75,052,784.21
Transfers out	(10,255,589.73)	(7,052,064.32)	(3,692,788.23)	(16,007,205.09)	(8,886,487.90)	(14,921,386.82)	(13,538,501.55)	(15,150,289.44)	(15,479,387.55)	(14,179,621.79)	(18,148,005.67)	(20,304,669.91)	(157,615,998.00)
<i>Ending Cash Balance Invested</i>	156,250,746.89	150,099,713.45	149,745,821.93	188,213,427.27	189,757,943.65	179,939,967.38	167,219,109.44	152,388,099.25	137,147,596.68	123,262,299.40	105,236,541.98	85,136,469.68	85,136,469.68
TOTAL CASH AVAILABLE	175,125,225.02	169,728,823.12	165,584,009.96	202,668,337.65	199,143,883.45	192,114,324.29	180,172,974.32	167,009,815.96	150,043,395.75	135,891,802.78	118,606,706.29	110,583,738.97	110,583,738.97

**Little Elm Independent School District
Debt Service Cash Flow Statement
FY 2019-2020**

	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>	118,799.05	118,886.96	118,970.70	119,039.17	97,393.45	97,442.96	97,489.30	97,538.86	97,586.84	97,636.45	97,684.48	97,734.14	118,799.05
RECEIPTS													
Tax Collections	-	-	-	-	-	-	-	-	-	-	-	-	-
Interest	87.91	83.74	68.47	58.08	49.51	46.34	49.56	47.98	49.61	48.03	49.66	49.68	688.57
Bond Issuance	-	-	-	28,296.20	-	-	-	-	-	-	-	-	28,296.20
Transfer from General Operating	-	-	-	225,000.00	-	-	-	-	-	-	-	-	225,000.00
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	87.91	83.74	68.47	253,354.28	49.51	46.34	49.56	47.98	49.61	48.03	49.66	49.68	253,984.77
DISBURSEMENTS													
Bank Charges/ NSF's/Bk Trans	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers to Investment Accounts	-	-	-	275,000.00	-	-	-	-	-	-	-	-	275,000.00
Transfer to General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	-	-	-	275,000.00	-	-	-	-	-	-	-	-	275,000.00
Net Change in Cash	87.91	83.74	68.47	(21,645.72)	49.51	46.34	49.56	47.98	49.61	48.03	49.66	49.68	(21,015.23)
Ending Cash Balance in bank	118,886.96	118,970.70	119,039.17	97,393.45	97,442.96	97,489.30	97,538.86	97,586.84	97,636.45	97,684.48	97,734.14	97,783.82	97,783.82
Beginning Cash Balance TexPool	5,909,785.43	5,937,308.35	6,183,880.15	7,565,992.56	22,938,381.52	27,446,534.58	23,991,538.83	24,262,117.59	24,378,741.30	24,469,149.54	24,588,276.07	24,636,019.26	5,909,785.43
Interest Earned TexPool	10,530.71	9,760.90	9,536.64	18,642.02	33,791.21	32,607.01	20,558.80	9,097.56	5,568.60	4,367.42	4,350.02	2,111.16	160,922.05
Transfers in	16,992.21	236,810.90	1,372,575.77	15,353,746.94	4,474,361.85	2,103,549.91	250,019.96	107,526.15	84,839.64	114,759.11	43,393.17	77,055.88	24,235,631.49
Transfers out	-	-	-	-	-	(5,591,152.67)	-	-	-	-	-	(17,754,035.73)	(23,345,188.40)
Ending Cash Balance Invested	5,937,308.35	6,183,880.15	7,565,992.56	22,938,381.52	27,446,534.58	23,991,538.83	24,262,117.59	24,378,741.30	24,469,149.54	24,588,276.07	24,636,019.26	6,961,150.57	6,961,150.57
TOTAL CASH AVAILABLE	6,056,195.31	6,302,850.85	7,685,031.73	23,035,774.97	27,543,977.54	24,089,028.13	24,359,656.45	24,476,328.14	24,566,785.99	24,685,960.55	24,733,753.40	7,058,934.39	7,058,934.39

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
Cash and Investments Reconciliation
August 31, 2020

Operating Fund:

Balance per bank	25,447,269.29
Add: Texas Class	23,774,368.52
Lone Star	52,193,840.25
TexStar	9,168,260.91
Add: Deposits in Transit	2,266.72
Taxes in Transit	17,210.25
Less: Outstanding Checks/Wires	(3,213,305.29)
Balance per Books	107,389,910.65

Interest & Sinking Fund:

Balance per bank	97,783.82
Add: Texpool	6,961,150.57
Add: Taxes in Transit	7,450.26
Less: Outstanding Checks	-
Balance per Books	7,066,384.65

Total Balance per Books	114,456,295.30
--------------------------------	-----------------------

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: August 31, 2020

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
08/01/20	Lone Star Corporate Overnight		Investment Pool Investment	6,973,772.51	100.0000%	100.0000%	0.0000%	6,973,772.51				
			Withdrawal	-				6,973,772.51				
08/31/20			Interest	1,649.85			0.2800%	6,975,422.36			1,649.85	-
				<u>6,975,422.36</u>				<u>6,975,422.36</u>			<u>1,649.85</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
08/01/20	TexSTAR		Investment Pool Investment	1,460,631.96	100.0000%	100.0000%	0.0000%	1,460,631.96				
			Withdrawal	-				1,460,631.96				
08/31/20			Interest	204.07			0.1645%	1,460,836.03			204.07	-
				<u>1,460,836.03</u>				<u>1,460,836.03</u>			<u>204.07</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
08/01/20	Texas Class Gov't		Investment Pool Investment	27,714,458.95	100.0000%	100.0000%	0.0000%	27,714,458.95				
			Withdrawal	191,446.11				27,905,905.06				
				(12,000,000.00)				15,905,905.06				(12,000,000.00)
08/31/20			Interest	3,776.80			0.1900%	15,909,681.86			3,776.80	
				<u>15,909,681.86</u>				<u>15,909,681.86</u>			<u>3,776.80</u>	<u>(12,000,000.00)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: August 31, 2020

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
08/01/20	Lone Star Government Overnight		Investment Pool Investment	33,068,197.32	100.0000%	100.0000%	0.0000%	33,068,197.32				
			Withdrawal	-				33,068,197.32				
			Interest	(4,444,850.07)				28,623,347.25				(4,444,850.07)
08/31/20				3,231.07			0.1200%	28,626,578.32			3,231.07	
				<u>28,626,578.32</u>				<u>28,626,578.32</u>			<u>3,231.07</u>	<u>(4,444,850.07)</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
08/01/20	Lone Star Government Overnight		Investment Pool Investment	12,108,011.98	100.0000%	100.0000%	0.0000%	12,108,011.98				
			Withdrawal	(990,510.84)				12,108,011.98				
			Interest	1,187.28			0.1200%	11,117,501.14				(990,510.84)
08/31/20				<u>1,187.28</u>				11,118,688.42			1,187.28	
				<u>11,118,688.42</u>				<u>11,118,688.42</u>			<u>1,187.28</u>	<u>(990,510.84)</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
08/01/20	TexSTAR		Investment Pool Investment	10,005,529.24	100.0000%	100.0000%	0.0000%	10,005,529.24				
			Withdrawal	(2,299,309.00)				10,005,529.24				
			Interest	1,204.64			0.1645%	7,706,220.24				(2,299,309.00)
08/31/20				<u>1,204.64</u>				7,707,424.88			1,204.64	
				<u>7,707,424.88</u>				<u>7,707,424.88</u>			<u>1,204.64</u>	<u>(2,299,309.00)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: August 31, 2020

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
08/01/20	Texas CLASS Gov't		Investment Pool	7,476,755.71	100.0000%	100.0000%	0.0000%	7,476,755.71				
			Investment	-				7,476,755.71				
			Withdrawal	-				7,476,755.71				-
08/31/20			Interest	1,200.68			0.1900%	7,477,956.39			1,200.68	
				<u>7,477,956.39</u>				<u>7,477,956.39</u>			<u>1,200.68</u>	<u>-</u>

Capital Projects Fund 647

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
08/01/20	Texas CLASS		Investment Pool	386,625.93	100.0000%	100.0000%	0.0000%	386,625.93				
			Investment	-				386,625.93				
			Withdrawal	-				386,625.93				-
08/31/20			Interest	104.34			0.3200%	386,730.27			104.34	
				<u>386,730.27</u>				<u>386,730.27</u>			<u>104.34</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
08/01/20	Lone Star Government Overnight		Investment Pool	6,042,558.38	100.0000%	100.0000%	0.0000%	6,042,558.38				
			Investment	-				6,042,558.38				
			Withdrawal	(570,000.00)				5,472,558.38				(570,000.00)
08/31/20			Interest	592.77			0.1200%	5,473,151.15			592.77	
				<u>5,473,151.15</u>				<u>5,473,151.15</u>			<u>592.77</u>	<u>(570,000.00)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: August 31, 2020

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
08/01/20	TexPool		Investment Pool	24,636,019.26	100.0000%	100.0000%	0.0000%	24,636,019.26				
			Investment	77,055.88				24,713,075.14				
			Withdrawal	(17,754,035.73)				6,959,039.41				(17,754,035.73)
08/31/20			Interest	2,111.16			0.1768%	6,961,150.57			2,111.16	
				<u>6,961,150.57</u>				<u>6,961,150.57</u>			<u>2,111.16</u>	<u>(17,754,035.73)</u>

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 08/31/20
Accounting Period: 08

Will be provided as part of Annual Financial Report after completion of audit

Denton County
Monthly Collection Status Report
August 2020

Little Elm ISD

	Collections Month of August	Cumulative Total 10/1/2019 thru 08/31/2020	% of Tax Levy
Current Tax Year Collections			
Base M&O	63,939.37	54,041,758.40	99.50%
Base I&S	28,130.13	23,775,740.91	
Base I&S Bond	-	-	
P&I M&O	9,534.10	143,491.34	
P&I I&S	3,957.03	56,125.77	
P&I I&S Bond	-	-	
Attorney Fee	15,023.62	36,382.69	
Subtotal	<u>120,584.25</u>	<u>78,053,499.11</u>	99.81%
Delinquent TaxYears Collections			
Base M&O	79,204.97	243,799.38	
Base I&S	28,733.75	90,961.19	
Base I&S Bond	-	-	
P&I M&O	10,432.26	59,808.01	
P&I I&S	3,744.62	22,414.36	
P&I I&S Bond	-	-	
Attorney Fee	2,691.00	45,248.60	
Other*	-	-	
Subtotal	<u>124,806.60</u>	<u>462,231.54</u>	
Combined Current & Delinquent:			
Base M&O	143,144.34	54,285,557.78	
Base I&S	56,863.88	23,866,702.10	
Base I&S Bond	-	-	
P&I M&O	19,966.36	203,299.35	
P&I I&S	7,701.65	78,540.13	
Attorney Fee	17,714.62	81,631.29	
Other*	-	-	
Total Collections	<u><u>245,390.85</u></u>	<u><u>78,515,730.65</u></u>	
Original 2019 Tax Levy		<u><u>77,050,017.08</u></u>	
Current 2019 Tax Levy		<u><u>78,205,533.63</u></u>	

Denton County
Cumulative Comparative Collection Status Report
August 2020
Little Elm ISD

	Tax Year 2019 Collections thru August 2020	% of Tax Levy	Tax Year 2018 Collections thru August 2019	% of Tax Levy
Current Tax Year Collections				
Base M&O + I&S	77,817,499.31	99.50%	72,946,342.88	99.54%
P&I M&O + I&S	199,617.11		224,472.61	
Attorney Fee	36,382.69		40,664.98	
Subtotal	<u>78,053,499.11</u>	99.81%	<u>73,211,480.47</u>	99.90%
Delinquent Tax Years Collections				
Base M&O + I&S	334,760.57		587,649.83	
P&I M&O + I&S	82,222.37		153,765.37	
Attorney Fee	45,248.60		50,251.82	
Subtotal	<u>462,231.54</u>		<u>791,667.02</u>	
Combined Current & Delinquent:				
Base M&O + I&S	78,152,259.88		73,533,992.71	
P&I M&O + I&S	281,839.48		378,237.98	
Attorney Fee	81,631.29		90,916.80	
Other	-		-	
Total Collections	<u><u>78,515,730.65</u></u>		<u><u>74,003,147.49</u></u>	
Adjusted 2018 Tax Levy			<u><u>73,284,952.75</u></u>	
Original 2019 Tax Levy	<u><u>77,050,017.08</u></u>			
Current 2019 Tax Levy	<u><u>78,205,533.63</u></u>			

Denton County
Levy Outstanding Status Report
August 2020
Little Elm ISD

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 08/01/2020	494,013.11	792,191.29
Base M&O + I&S Collections	92,069.50	107,938.72
Supplement/Adjustments	(13,909.29)	(164.00)
	<hr/>	<hr/>
Remaining Levy as of 08/31/2020	<u>388,034.32</u>	<u>684,088.57</u>
Cumulative (From 10/01/2019 thru 08/31/2020)		
Original 2018 Tax Levy (as of 10-1-2019)	77,050,017.08	702,350.90
Base M&O + I&S Collections	77,817,499.31	334,760.57
Supplement/Adjustments	1,155,516.55	316,498.24
	<hr/>	<hr/>
Remaining Levy as of 08/31/2020	<u>388,034.32</u>	<u>684,088.57</u>

Furniture and Equipment Purchases FY 19-20
Fund 196
As of 09-30-2020

Original Budget FY 19-20	0.00
Donation CoServ Hackberry Furniture	2,371.00
Board Approved March 2020	334,250.00
Transfer to Classroom Technology Fund 195	(38,100.00)
Transfer from Fund 199 to help cover LEHS Calculators Aug 2020	32,014.00
	330,535.00

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Brent						
	Brent Furniture	Office Depot Inc.	Teacher chairs	9,166.70		9,166.70
						0.00
						9,166.70
Chavez						
	Chavez Furniture	Office Depot Inc.	Classroom marker boards and chairs	8,139.88		8,139.88
						0.00
						8,139.88
Hackberry						
	Hackberry Classroom Furniture	Office Depot, Inc.	Furniture for additional classrooms	2,370.72		2,370.72
						0.00
						2,370.72
High School						
238	LEHS Art Equip	Dick Blick Co.	Three potter wheels, etching press and horses	6,664.66		6,664.66
	LEHS Dance Ballet Barres	Amazon.Com	Ballet barres for dance room	1,770.65		1,770.65
	LEHS Furn - Art Science Theatre	Office Depot, Inc.	Furniture for 4 art rooms, 1 forensic science lab and theater	11,104.52	33,624.48	44,729.00
	LEHS Pianos	Romeo Music	One upright and two grand pianos for choir	42,500.00		42,500.00
	LEHS Dance Sound & Projector	Delcom Group LP	Sound and projector for dance room	13,611.13		13,611.13
	LEHS Smoke Purifier CTE	Amazon.Com	Purifier for CTE engraving cutting machine	315.55		315.55
	LEHS ELAR Mobile Book Carts	Office Depot, Inc.	ELAR mobile book carts		6,782.35	6,782.35
						0.00
						116,373.34
Prestwick						
	Projector Cable Audio	Delcom Group	Projector cables and audio		28,646.98	28,646.98
						0.00
						28,646.98
Other						
	Microscopes Elementary	SmartSchool Systems	Classroom sets of microscopes	15,570.00		15,570.00
	Microscopes Secondary	SmartSchool Systems	Classroom sets of microscopes	18,310.08		18,310.08
						33,880.08
	Total			129,523.89	69,053.81	198,577.70

Balance	131,957.30
----------------	-------------------

Furniture and Equipment Purchases FY 19-20
Fund 196
As of 09-30-2020

Original Budget FY 20-21 0.00
Transfer from Fund 199 to Cover Desk Shields Sep 2020 21,840.00
Transfer from Fund 199 to Cover Cheer Uniforms Sep 2020 9,935.00

31,775.00

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Brent						
						0.00
						0.00
						0.00
Chavez						
						0.00
						0.00
						0.00
Hackberry						
						0.00
						0.00
						0.00
High School						
239	LEHS Cheer Uniforms	Varsity Spirit Fashions	Cheerleader uniforms		9,934.50	9,934.50
						0.00
						0.00
						0.00
						0.00
						0.00
						0.00
						9,934.50
Prestwick						
						0.00
						0.00
						0.00
Other						
	Covid Sutdent Desk Shields	Plano Office Supplies	Purchase additional student desk shields		20,800.00	20,800.00
						0.00
						20,800.00
	Total			0.00	30,734.50	30,734.50
					Balance	1,040.50

Non-Bond Capital Projects 6XX Funds
Construction in Progress from FY 18-19
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 696 - Operations Capital Outlay						
	District Concrete	Urban InfraConstruction LLC	522,549.00	326,367.91	125,605.94	70,575.15
Total Operations			522,549.00	326,367.91	125,605.94	70,575.15
Total Capital Projects			522,549.00	326,367.91	125,605.94	70,575.15

Non-Bond Capital Projects 6XX Funds FY 19-20

As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 693 - Land						
	Hart Road Land Parcel 2	Freedom Title	502,771.00	472,160.39		
		Keller Williams Realty		14,400.00		
		Walsh Gallegos Trevino		5,412.00		
		Denton County Tax Office		11,388.21		
			502,771.00	503,360.60	0.00	(589.60)
	Total Land		502,771.00	503,360.60	0.00	(589.60)
Fund 694 - Non-Instructional FF&E						
	Budgeted Unallocated		204,470.00			204,470.00
	Brent Furniture	Office Depot, Inc.	55,380.00	53,379.42		2,000.58
	Lakeview Furniture	Office Depot, Inc.	12,216.00	12,216.00		0.00
	Zellars Counselors Furniture	Office Depot, Inc.	5,679.00	5,678.58		0.42
	Buses	Rush Truck Centers of Texas	221,344.00	221,344.00		0.00
	LEHS Cafeteria Shades	SFCC, Inc.	33,905.00	33,905.00		0.00
	Athletics Football Equipment	All American Sport	19,127.00	19,126.55		0.45
		BSN Sports	6,920.00	3,912.21	3,007.79	0.00
		Coachcom, LLC	2,978.00	2,978.00		0.00
		Endzone Video Systems	13,770.00	13,770.00		0.00
	Athletics Track Equipment	Buck Terrell Athletics, Inc.	2,452.00	2,452.00		0.00
		USC	13,495.00	13,495.00		0.00
		Lynx System Developers	16,435.00	16,435.00		0.00
	Athletics Volleyball Equipment	Airborne Athletics, Inc.	4,345.00	4,345.00		0.00
	LEHS Drill Team Uniforms	Cheers, Itc1, Inc.	20,163.00	20,163.00		0.00
	LEHS Projector Cafeteria	Delcom Group LP	10,787.00	10,786.28		0.72
	LEHS IDF Buildout	Delcom Group LP	39,285.00	39,284.09		0.91
	DocuNav	Docunav Solutions	188,196.00	188,195.15		0.85
	Chavez Furniture	Office Depot, Inc.	7,564.00	6,563.18		1,000.82
	Hackberry Furniture	Office Depot, Inc.	38,604.00	34,162.65	2,220.00	2,221.35
	Oak Point Furniture	Office Depot, Inc.	11,749.00	10,748.94		1,000.06
	Operational Services Equipment	Home Depot U.S.A., Inc.	64,256.00	61,317.42		2,938.58
	Stadium IDF	CDW Gov't, Inc.	7,440.00	6,206.88		3.12
		Southwest Networks, Inc.		1,230.00		
	Wrestling Uniforms & Equip	BSN Sports	15,346.00	15,341.50		4.50
		Dollamur LP	20,000.00	20,000.00		0.00
	Bus Painting	Goldstar	55,000.00	53,972.33		1,027.67
	Operations Vehicles	Gunn Buick GMC Ltd	69,189.00		67,293.00	1,896.00
		Caldwell Automotive Partners	62,740.00		58,740.00	4,000.00
	Prestwick Graphics		10,000.00		9,900.00	100.00
	Athletics Cameras	Media, Inc.	7,000.00		7,000.00	0.00
	Total Non-Instructional FF&E		1,239,835.00	871,008.18	148,160.79	220,666.03
Fund 695 - Technology Capital Outlay						
	Technology Server	Weaver Technologies	89,121.00	89,120.53		0.47
	Total Technology		89,121.00	89,120.53	0.00	0.47

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 696 - Operations Capital Outlay						
	Budgeted Unallocated		97,626.00			97,626.00
	LEHS Landscaping	Haven Landscaping	11,450.00	11,450.00		0.00
	LEHS Athletic Fields Electrical	C & G Electrical	58,079.00	58,079.00		0.00
	Parking Lot Painting	Tucker Schuring	64,512.00	64,512.00		0.00
	LEHS Power Washing	Silverback Pressure Washing	23,470.00	23,470.04		(0.04)
	Trip Hazard Removal	Precision Concrete Cutting	8,572.00	8,572.27		(0.27)
	Lakeview Painting	SFCC, Inc.	85,373.00	85,372.25		0.75
	LEHS Rekey	Woodard Buildings Supply CO.	40,000.00	31,627.05		8,372.95
	Lobo Graphics Package 2	FastSigns Denton	19,615.00	19,614.94		0.06
	Prestwick Forensic Study	Hidell & Associates	119,496.00	98,221.38	2,774.62	18,500.00
	LEHS Athletics Concessions Concrete	Tim Jackson Construction	26,168.00	26,168.00		0.00
	LEHS Concessions	SFCC, Inc.	22,392.00	17,403.51		4,988.49
	Preswick Portable to Hackberry	SFCC, Inc.	72,920.00		61,500.00	2,830.00
		Corgan Associates, Inc.		5,850.00	650.00	
		Quality Installations, Inc.			2,090.00	
	Lakeview Flooring	One Source Commercial Floors	8,011.00	8,010.61		0.39
	Preswick Portable to Lakeview	SFCC, Inc.	122,852.00		109,214.50	4,687.50
		Corgan Associates, Inc.		5,850.00	650.00	
		Quality Installations, Inc.			2,450.00	
	Preswick Portable to Oak Point	SFCC, Inc.	122,852.00		109,214.50	4,437.50
		Corgan Associates, Inc.		6,100.00	650.00	
		Quality Installations, Inc.			2,450.00	
	Lakeside HVAC	Lennox	82,660.00	18,372.52		0.08
		C&G Electric		4,498.40		
		Air Check Test		59,789.00		
	Chavez HVAC	SFCC, Inc.	35,895.00	35,894.51		0.49
	Chavez Nurse Area Upgrades	SFCC, Inc.	15,238.00	11,237.14		4,000.86
	Zellars Electrical	Southwest Network	2,950.00	950.00		1,660.80
		C&G Electric		339.20		
	LEHS Athl Fields Irrigation	Tim Jackson Construction	8,300.00	6,800.00		1,500.00
	Lakeview Landscaping	Haven Landscaping	5,545.00	4,545.00		1,000.00
	Lakeside Gym Floor Repair	Z Floor Co., Ltd.	6,950.00		5,450.00	1,500.00
	Total Operations		1,060,926.00	612,726.82	297,093.62	151,105.56
Fund 698 - Roofs						
			0.00	0.00	0.00	0.00
	Total Roofs		0.00	0.00	0.00	0.00
	Total Capital Projects		2,892,653.00	2,076,216.13	445,254.41	371,182.46

Transportation Facility Fund 647
Funded by Bond Series 2016 & General Fund
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 647 - Transportation Facility						
	Transport - Architect	Hidell & Associates	1,148,459.00	1,021,249.83		
	Transport - Construction	Balfour Beatty Construction	8,901,002.00	8,670,598.88	101,483.12	
		Taylor Morrison of Texas, Inc.		100,000.00		
	Transport - 3rd Party Vendors	CDW Government, Inc.	638,178.00	24,081.27		
		Northwest Propane Gas		70,869.00		
		Southwest Networks, Inc.		38,196.13		
		Netlink		6,000.00		
		Northwest Butane Gas Co.		104,830.00		
		C and R Services		47,732.21		
		Delcom Group LP		16,556.47		
		Office Depot, Inc.		212,271.89		
		Rentacrate Enterprises, LLC		918.00	49,082.00	
		Complete Supply		16,468.00		
		Lowes Company		9,184.86		
		Home Depot USA, Inc.		350.01		
	Transport - 3rd Party Consultant	Northwest Propane Gas	130,557.00			
		D&S Engineering		93,118.59		
		LCA Environmental, Inc.		2,800.00		
		Armko Industries, Inc.		8,500.00		
		Engineered Air Balance Co.		17,920.00		
		Martin Eagle Oil		3,600.00		
	Transport - Permits & Fees	Law Offices of Robert E. Luna	18,510.00	2,275.50		
		Walsh Gallegos Trevino		4,202.00		
	Transport - Misc Costs	Eikon Consulting Group, LLC.	23,069.00	15,350.00		
		Hidell & Associates		2,719.30		
	Transport - Landscaping	Haven Landscaping	24,750.00	24,750.00		
	Transport - Owners Contingency		10,475.00			
			10,895,000.00	10,514,541.94	150,565.12	229,892.94

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 646 - Athletics						
	HS Athl - Architect	Corgan Associates, Inc.	183,750.00	167,000.00	8,000.00	
	HS Athl - Construction	Hellas Construction	8,053,884.00	6,471,730.62	412,074.38	
		Olen Williams		48,050.00		
		Haven Landscaping		30,225.51		
		Professional Turf Products		24,799.93		
		Haven Landscaping		16,555.00		
		Tim Jackson Construction Co		32,201.00		
	HS Athl - 3rd Party Vendors		41,500.00			
	HS Athl - 3rd Party Consultant	D&S Engineering	161,500.00	57,662.96	5,968.01	
	HS Athl - Permits & Fees	Walsh Gallegos Trevino	1,107.00	1,107.00		
	HS Athl - Misc Costs		200.00			
	HS Athl - Owners Contingency	Walsh Gallegos Trevino	38,358.00	1,270.00		
Total Athletic Fields			8,480,299.00	6,850,602.02	426,042.39	1,203,654.59
	HS Athl Concourse - Architect		20,000.00			
	HS Athl Concourse - Construction	Tim Jackson Construction Co	2,240,453.00	2,116,960.86	111,686.14	
	HS Athl Concourse - 3rd Party Vendors	Southwest Networks	25,000.00		18,000.00	
		CDW Government, Inc.		5,027.09		
	HS Athl Concourse - 3rd Party Consultant	D&S Engineering Labs, LLC	30,000.00	25,948.85		
	HS Athl Concourse - Permits & Fees	Walsh Gallegos Trevino	1,500.00	798.00		
	HS Athl Concourse - Misc Costs					
	HS Athl Concourse - Owners Contingency		5,000.00			
Total Athletics Concourse			2,321,953.00	2,148,734.80	129,686.14	43,532.06
	Athl Complex Turf - A&E		0.00			
	Athl Complex Turf - Construction	Hellas Construction	930,270.00	930,270.01		
	Athl Complex Turf - 3rd Party Consultant	D&S Engineering	2,560.00	2,559.50		
	Athl Complex Turf - Permits & Fees		808.00	808.00		
	Athl Complex Turf - Misc		0.00			
	Athl Complex Turf - Owners Contingency		0.00			
Total Athletic Complex Turf			933,638.00	933,637.51	0.00	0.49
Total Athletics			11,735,890.00	9,932,974.33	555,728.53	1,247,187.14
Fund 648 - Walker Middle School						
	MS Eldorado - Architect	Huckabee and Associates	3,658,399.00	3,494,280.18	9,482.09	
	MS Eldorado - Construction	Balfour Beatty Construction	57,130,622.00	51,921,564.00	4,209,058.00	
		Multivista		63,442.00	1,558.00	
		Town of Little Elm		527,928.76		
		Lone Star Furnishings	7,029,000.00	1,983,621.15	204,129.72	
		Future Packaging and Preservation		1,311.22		
		C&R Services		130,774.55	10,668.25	
		Rentacrate Enterprises (School Moving)		107,084.21	4,383.38	

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
245	MS Eldorado - 3rd Party Vendor	Professional Turf Products		24,799.93		
		Southwest Networks		225,311.21	4,688.79	
		Weaver Technologies		102,418.50		
		Todd Christian Jamison		4,924.45		
		Sterling Medical		6,351.00		
		CDW Government, Inc		196,131.48		
		Delcom Group LP		256,980.21		
		Dell Marketing LP		153,224.77		
		Logmein USA, Inc.		13,487.28		
		The Clavier Group, Inc.			32,824.00	
		Steve Weiss Music Inc.		1,730.10		
		Music & Arts Center		88,786.10	9,609.90	
		Brook Mays Music		73,759.00	10,200.00	
		Olen Williams Inc.		27,740.00	2,250.00	
		Lowes Companies Inc.		2,234.16	415.00	
		Kagan Publishing		2,461.80		
		EAI Education		130,259.89		
		BSN Sports		116,997.51	127,262.17	
		All American Sports (Riddle)		15,808.09		
		Sports Imports		21,530.70	1,128.15	
		Wenger Corporation			102,717.00	
		Advanced Healthstyles Fitness		11,981.49		
		Romeo Music		5,692.00		
		Central Restaurant Products		21,178.47		
		Trinity Ceramic			10,288.30	
		Ipevo, Inc.		4,628.00		
		NASCO		7,827.19	3,372.81	
		Bull's Eye Brands Inc.			5,775.00	
		Taylor Music Inc.		2,228.00		
		Flinn Scientific, Inc.			41,306.75	
		Smart School Systems		14,947.20		
		William V MacGill & Company		2,791.27	408.73	
		Texas Scenic Company, Inc.		297.50		
		Stageright Corporation			12,716.00	
		Palco Specialties, Inc.			6,272.00	
		Promaxima Manufacturing			59,383.69	
		Performance Health Supply (Medco)		353.61	1,561.27	
		Henry Schein, Inc.		4,564.04	14,555.68	
		Aluminum Athletic Equipment			3,151.75	
		Raptor Technologies LLC			2,364.00	
		Social Studies School Services			17,999.63	
		Evac & Chair North America		1,555.00		
		Pearson Learning		4,867.03	59.10	
		Vex Robotics, Inc.		16,117.54		
		The Markerboard People		891.00		
		Apple Computer		87,700.80		
		Music in Motion		1,350.00		
		Mackin Educational Resources		48,230.57	3,769.43	

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
246		Education Advanced, Inc.			334.28	
		Accelerate Learning, Inc.		2,419.20		
		Sphero, Inc.		3,660.21		
		School Specialty Inc.		1,458.07	1,600.00	
		Kinetric Inc.			3,995.00	
		MSM Signs, LLC (Fastsigns)		3,848.29		
		Houghton Mifflin Harcourt		1,082.70		
		Guitar Center			8,000.00	
		W.A. Krapf, Inc. (Magnetag Visible)		2,713.27		
		Home Depot U.S.A. Inc.		107,997.60	13,275.63	
		Demco Inc.		8,930.93	369.07	
		Quill Corporation		2,348.14	15,151.86	
		Office Depot		2,813.22	27,186.78	
		Grainger		3,399.10		
		Amazon.com		2,628.19	13,871.81	
		Tidmore Flags		1,749.70		
		B&H Photo & Electronics		4,831.19	201.57	
		Field and Floor FX		1,445.00		
		Carolina Biological Supply C		898.17	940.80	
		Dick Blick Co. (Blick Art)		7,762.73	11,737.27	
		Precision Business Machines			12,835.00	
		EZ Flex Sport Mats			4,899.00	
		Perfection Learning Corp.		839.20		
		Penders Music Co.			2,600.00	
		ACP International, Inc. (SA-SO)		648.50		
		Sterling Associates, Inc.		12,125.00		
		Project Lead the Way		17,855.75		
		JW Pepper & Son, Inc.		2,195.98	4,485.21	
		Gopher Sports			746.00	
		Fischer Scientific Education			4,800.00	
		Wards Natural Science		7,114.59		
		Pasco Scientific		546.00		
	MS Eldorado - 3rd Party Consultant	Eikon Consulting Group, LLC	609,118.00	68,267.50	9,582.50	
		Deshazo Group, Inc.		16,877.18		
		Armko Industries, Inc.		33,810.00	1,190.00	
		D&S Engineering Labs, LLC		206,203.12		
		Engineered Air Balance Co.		176,190.00	64,145.00	
	MS Eldorado - Permits & Fees	Walsh Gallegos Trevino	30,000.00	1,167.85		
	MS Eldorado - Misc Costs		16,000.00			
	MS Eldorado - Owners Contingency	Huckabee and Associates	65,511.00	15,000.00		
		Perry Weather Consulting			13,250.00	
Total Walker Middle School			68,538,650.00	60,650,969.34	5,128,555.37	2,759,125.29
Fund 649 - Strike Middle School						
	MS Tribute - Architect	Huckabee and Associates	2,781,898.00	2,648,396.77	41,779.73	
		Cadence McShane Construction	56,989,820.00	49,925,813.74	7,476,962.05	
		Multivista		63,442.00	1,558.00	

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
247	MS Tribute - Construction	D&S Engineering Labs, LLC		16,774.71	3,225.29	
		JBI Partners, Inc.		17,013.82	17,986.18	
		Matthew Southwest/Scotty's Lake Ln Reimbursement		(690,668.69)		
		Lone Star Furnishings	7,029,000.00	1,944,874.68	207,992.40	
		Future Packaging and Preservation		1,311.22		
		C&R Services		121,674.55	19,768.25	
		Rentacrate Enterprises (School Moving)		91,402.49	18,597.51	
		Professional Turf Products		24,799.93		
		Southwest Networks, Inc.		219,312.29	5,687.71	
		Weaver Technologies		102,418.50		
		Todd Christian Jamison		4,924.46		
		Sterling Medical		7,440.00		
		CDW Government, Inc.		195,781.51	1,390.43	
		Zayo Group Holdings, Inc.		20,049.20		
		Delcom Group LP		256,980.21		
		Del Marketing LP		153,224.77		
		Logmein USA, Inc.		13,487.28		
		The Clavier Group, Inc.			32,824.00	
		Steve Weiss Music Inc.		14,311.80		
		Music & Arts Center		88,786.10	9,609.90	
		Brook Mays Music		77,904.00	6,055.00	
		Olen Williams Inc.		27,740.00	2,250.00	
		Lowes Companies Inc.		2,057.82	640.39	
		Kagan Publishing			2,461.80	
		EAI Education		120,331.58	10,054.96	
		BSN Sports		76,840.99	184,259.70	
		All American Sports (Riddle)		15,808.09		
		Sports Imports		1,504.20	21,530.70	
		Wenger Corporation			102,717.00	
		Advanced Healthstyles Fitness			11,981.49	
		Romeo Music		5,692.00		
		Central Restaurant Products		20,954.57		
		Trinity Ceramic			10,288.30	
		Ipevo, Inc.		4,628.00		
		NASCO		9,077.41	3,022.59	
		Bull's Eye Brands Inc.			5,775.00	
		Taylor Music Inc.		2,228.00		
		Smart School Systems		14,947.20		
		William V MacGill & Company		2,791.27	408.73	
		Texas Scenic Company, Inc.		297.50		
		Stageright Corporation		12,716.00		
		Vernier Software & Technology			231.10	
		Palco Specialties, Inc.			6,272.00	
		Promaxima Manufacturing			27,818.44	
		Performance Health Supply			1,914.88	
		Henry Schein, Inc.		6,821.37	12,298.35	
	MS Tribute - 3rd Party Vendor	Aluminum Athletic Equipment			3,151.75	

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
248		Raptor Technologies LLC			2,364.00	
		Social Studies School Services		17,499.63	500.00	
		Evac & Chair North America		1,555.00		
		Pearson Learning		4,798.20	127.93	
		Vex Robotics, Inc.		16,117.54		
		The Markerboard People		891.00		
		Apple Computer		91,492.80		
		Music in Motion			1,350.00	
		Mackin Educational Resources		46,548.22	3,451.78	
		Education Advanced, Inc.		334.28		
		Accelerate Learning, Inc.			2,419.20	
		Sphero, Inc.		3,647.61		
		School Specialty Inc.		593.64	2,706.36	
		Kinetric Inc. (Polyprinter)		3,995.00		
		MSM Signs, LLC (Fastsigns)		3,848.29		
		Microboards Technology		1,050.76		
		Houghton Mifflin Harcourt		1,082.70		
		Guitar Center			7,835.00	
		W.A. Krapf, Inc. (Magnatag)		1,286.29		
		Home Depot U.S.A. Inc.		105,173.04	15,030.88	
		Demco Inc.		8,545.78	1,254.22	
		Quill Corporation			17,000.00	
		Office Depot		24,326.17	5,673.83	
		Grainger		4,030.50		
		Amazon.com		12,127.54	3,307.69	
		Tidmore Flags		1,749.70		
		B&H Photo & Electronics			7,050.00	
		Field and Floor FX		1,445.00		
		Carolina Biological Supply C			940.80	
		Dick Blick Co.		17,542.67	1,957.33	
		Precision Business Machines		12,835.00		
		EZ Flex Sport Mats			4,899.00	
		Perfection Learning Corp.		839.20		
		Penders Music Co.		2,538.20		
		ACP International, Inc. (SA-SO)		648.50		
		Sterling Associates, Inc.		12,125.00		
		Project Lead the Way		10,409.25		
		JW Pepper & Son, Inc.		2,195.98	4,470.91	
		Gopher Sports			746.00	
		Flinn Scientific, Inc.			40,500.00	
		Fischer Scientific Education			4,800.00	
		Wards Natural Science		7,212.99		
		Pasco Scientific			281.00	
	MS Tribute - 3rd Party Consultant	Eikon Consulting Group, LLC	602,419.00	64,462.50	11,687.50	
		Deshazo Group, Inc.		14,000.00		
		Armko Industries, Inc.		33,810.00	1,190.00	
		D&S Engineering Labs, LLC		193,289.87	324.13	
		JB Partners, Inc.			7,500.00	

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
		Engineering Air Balance Co.		126,240.00	113,130.00	
	MS Tribute - Permits & Fees	Walsh Gallegos Trevino	30,000.00	6,547.00		
	MS Tribute - Misc Costs		16,000.00			
	MS Trobite - Owners Contingency	Huckabee and Associates	64,841.00			
		Perry Weather Consulting, I			13,250.00	
	Total Strike Middle School		67,513,978.00	56,500,726.19	8,526,261.19	2,486,990.62

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 09-30-2020

250

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance	
Fund 6XX - Land							
	MS Tribute Land	Republic Title	15,904,910.00	7,225,823.29			
		Todd Property Advisors		2,500.00			
		Walsh Gallegos Trevino		5,288.80			
	Lakewood Village Land	Walsh Gallegos Trevino		9,774.45			
		Todd Property Advisors		2,500.00			
		Republic Title of Texas		10,728.16			
		Wildridge Oak Point Land	Independence Title		3,358,295.05		
	Todd Property Advisors			2,950.00			
	Teague Nall and Perkins			9,000.00			
	Walsh Gallegos Trevino			5,629.98			
	Hart Road Land	Republic Title		459,717.31			
		Teague Nall and Perkins		5,800.00			
		Walsh Gallegos Trevino		2,507.26			
		Denton County Tax Office		4,299.07			
	Valencia Land	Silver Star Title		1,238,776.20			
		Todd Property Advisors		2,500.00			
		Walsh Gallegos Trevino		5,144.75			
	Oak Point Land	Fidelity National Title		3,355,816.30			
		Ramon, Victor & Ramon		1,000.00			
		Walsh Gallegos Trevino			4,550.00		
		LCA Environmental, Inc.			3,200.00		
		Glenn Engineering			1,500.00		
	LCA Environmental, Inc.			750.00			
	Total Land			15,904,910.00	15,708,050.62	10,000.00	186,859.38
	Fund 650 - Misc Projects						
		Brent Vestibule - Architect	Corgan Associates, Inc.	11,440.00	7,496.00		
		Brent Vestibule - Construction	SFCC, Inc.	166,723.00	138,820.18		
Brent Vestibule - 3rd Party Vendors		CDW Government, Inc.	14,075.00	91.67			
		Southwest Networks, Inc.		1,209.12			
		Delcom Group, LP		1,458.14			
		Office Depot, Inc.		9,302.71			
Brent Vestibule - 3rd party Consultants			1,425.00				
Brent Vestibule - Permits & Fees			200.00				
Brent Vestibule - Misc Costs			2,709.00				
Brent Vestibule - Owners Contingency			10,500.00				
		207,072.00	158,377.82	0.00	48,694.18		
		Chavez Vestibule - Architect	Corgan Associates, Inc.	11,440.00	5,475.00		
		Chavez Vestibule - Construction	SFCC, Inc.	176,550.00	146,509.08		
		Chavez Vestibule - 3rd Party Vendors	CDW Government, Inc.	14,075.00	91.67		
			Southwest Networks, Inc.		3,627.36		
	Delcom Group, LP			2,428.46			
	Office Depot, Inc.						
	Chavez Vestibule - 3rd party Consultants		1,425.00				
	Chavez Vestibule - Permits & Fees		200.00				

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
	Chavez Vestibule - Misc Costs		2,709.00			
	Chavez Vestibule - Owners Contingency		10,000.00			
			216,399.00	158,131.57	0.00	58,267.43
	Scoreboard - Architect		10,000.00			
	Scoreboard - Construction	Daktronics	945,619.00	878,076.48		
	Scoreboard - 3rd Party Consultant	Daikin Applied	47,500.00	42,806.67		
	Scoreboard - Permits & Fees		1,000.00			
	Scoreboard - Misc Costs		300.00			
	Scoreboard - Owners Contingency		2,928.00			
			1,007,347.00	920,883.15	0.00	86,463.85
	Brent Roof - Construction	Paragon Roofing, Inc.	421,000.00	401,000.00	0.00	
	Brent Roof - 3rd Party Consultant	Armko Industries, Inc.	28,000.00	26,065.00		
			449,000.00	427,065.00	0.00	21,935.00
	Chavez Roof - Construction	Paragon Roofing, Inc.	399,000.00	386,500.00	0.00	
	Chavez Roof - 3rd Party Consultant	Armko Industries, Inc.	26,000.00	24,635.00		
			425,000.00	411,135.00	0.00	13,865.00
	Zellars Roof - Construction	Paragon Roofing, Inc.	1,190,000.00	1,145,000.00	0.00	
		Daikin Applied Americas, Inc.		19,915.67		
	Zellars Roof - 3rd Party Consultant	Armko Industries, Inc.	60,000.00	57,250.00		
	Roofs - Permits & Fees	Walsh Gallegos Trevino	3,000.00	2,535.50		
	Roofs - Misc Costs		200.00			
	Roofs - Owners Contingency		9,520.00			
			1,262,720.00	1,224,701.17	0.00	38,018.83
	Total Roofs		2,136,720.00	2,062,901.17	0.00	73,818.83
	Buses	Rush Truck Centers of Texas	1,323,446.00	1,323,446.00		
			1,323,446.00	1,323,446.00	0.00	0.00
	HVAC - Architect	Estes, McClure & Associates, Inc.	22,000.00	21,750.00		
	HVAC - Construction	Siemens Industry, Inc.	3,582,128.00	3,324,707.07	195,362.93	
		Climatec, LLC		32,087.07	1,912.93	
		Armko Industries		975.00	5,025.00	
	HVAC - 3rd Party Vendors	CDW Government, Inc.	25,000.00	799.43		
	HVAC - 3rd Party Consultants	Engineered Air Balance, Inc.	110,000.00		40,000.00	
	HVAC - Permits and Fees	Walsh Gallegos Trevino	4,000.00	3,401.00		
	HVAC - Misc Costs		200.00			
	HVAC - Owners Contingency		16,120.00			
			3,759,448.00	3,383,719.57	242,300.86	133,427.57
	LEHS CTE - Architect	Corgan Associates, Inc.	46,000.00	41,148.15		
	LEHS CTE - Construction	Alpha Building Corporation	475,704.00	445,704.00		
	LEHS CTE - 3rd Party Vendors	Lone Star Furnishings	158,123.00	55,844.42		
		Southwest Networks, Inc.		4,110.25		

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
	LEHS CTE - 3rd Party Consultants		9,318.00			
	LEHS CTE - Permits and Fees		2,000.00			
	LEHS CTE - Owners Contingency	Fastsigns	38,892.00	1,902.59		
			730,037.00	548,709.41	0.00	181,327.59
	LEHS SPED - Construction	Big Sky Construction Company	97,272.00	97,271.90	0.00	
	LEHS SPED - 3rd Party Vendors		5,000.00			
	LEHS SPED - Permits and Fees		500.00			
	LEHS SPED - Owners Contingency	Central Restaurant Supply	3,627.00	506.56		
		SFCC, Inc.		1,484.00		
			106,399.00	99,262.46	0.00	7,136.54
	LOBO LANE REPURPOSE STUDY	HKS, Inc.	30,000.00	24,600.00	5,400.00	
			30,000.00	24,600.00	5,400.00	0.00
	SAFETY FILM - LEHS	National Glazing Solutions	35,780.00	35,780.00		
	SAFETY FILM - Lakeside		9,060.00	9,060.00		
	SAFETY FILM - Prestwick		18,305.00	18,305.00		
	SAFETY FILM - Walker		7,522.00		7,522.00	
	SAFETY FILM - Strike		7,522.00		7,522.00	
	SAFETY FILM - Brent		7,308.00	7,308.00		
	SAFETY FILM - Chavez		7,309.00	7,309.00		
	SAFETY FILM - Hackberry		9,962.00	9,962.00		
	SAFETY FILM - Lakeview		9,962.00	9,962.00		
	SAFETY FILM - Oak Point		11,048.00	11,048.00		
	SAFETY FILM - Zellars		6,998.00	6,998.00		
			130,776.00	115,732.00	15,044.00	0.00
	Emergency HVAC Replacement		974,234.00			
	Commissioning & TAB Services	EMA Engineering & Consulting			300,500.00	
	Brent HVAC	Lennox	7,773.00			
		Air Check Test				
	Zellars HVAC	Lennox	17,993.00	7,272.00	327.00	
		Air Check Test		5,700.00	0.00	
			1,000,000.00	12,972.00	300,827.00	0.00
Total Bond Projects			174,341,072.00	151,601,455.63	14,784,116.95	7,269,298.42

Bond Capital Projects 6XX Funds
Funded by Bond Series 2019
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 652 - ESPC Upgrades						
	ESPC Upgrades - A/E Fees	Estes, McClure & Associates	45,000.00	15,500.00	9,000.00	
	LEHS ESPC Upgrade - Construction	Siemens Industry, Inc.	1,165,136.00	872,488.55	292,647.45	
	Brent ESPC Upgrade - Construction	Siemens Industry, Inc.	1,111,600.00	968,450.48	143,149.52	
	Chavez ESPC Upgrade - Construction	Siemens Industry, Inc.	959,238.00	796,718.66	162,519.34	
	Hackberry ESPC Upgrade - Construction	Siemens Industry, Inc.	1,372,806.00	1,264,876.70	107,929.30	
	Lakeview ESPC Upgrade - Construction	Siemens Industry, Inc.	1,335,050.00	1,228,008.53	107,041.47	
	Oak Point ESPC Upgrade - Construction	Siemens Industry, Inc.	1,322,467.00	1,216,684.78	105,782.22	
	Prestwick ESPC Upgrade - Construction	Siemens Industry, Inc.	480,248.00	396,328.89	83,919.11	
	ESPC Upgrades - Construction	Siemens Industry, Inc.	1,953,745.00	1,575,463.73	198,281.26	
	ESPC Upgrades - 3rd Party Vendors		40,000.00			
	ESPC Upgrades - 3rd Party Consultants		180,000.00			
	ESPC Upgrades - Permits & Fees		4,000.00			
	ESPC Upgrades - Misc Costs		200.00			
	ESPC Upgrades - Owners Contingency		30,510.00			
Total ESPC Upgrades			10,000,000.00	8,334,520.32	1,210,269.67	455,210.01
Fund 652 - Roof Management Program						
	Roof Management Program	Armko Industries, Inc.	70,000.00		70,000.00	
Total Roof Management			70,000.00	0.00	70,000.00	0.00
Fund 652 - Athletic Complex Track						
	Athletic Complex Track - A&E		5,000.00			
	Athletic Complex Track - Construction	Hellas Construction, Inc.	1,056,800.00	851,354.28	79,309.72	
	Athletic Complex Track - 3rd Party Consul		42,500.00			
	Athletic Complex Track - Permits & Fees		1,000.00	501.50		
	Athletic Complex Track - Misc		300.00			
	Athletic Complex Track - Owners Conting		20,536.00			
Total Athletic Complex Track			1,126,136.00	851,855.78	79,309.72	194,970.50
Total Bond Projects			11,196,136.00	9,186,376.10	1,359,579.39	650,180.51

Bond Capital Projects 6XX Funds
Funded by Bond Series 2020
As of 09-30-2020

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 653 - Lakeside Admin Conversion						
	Lakeside Admin - Architect	HKS, Inc	383,000.00	33,468.75	349,531.25	
	Lakeside Admin - Construction					
	Lakeside Admin - 3rd Prty Vendor					
	Lakeside Admin - 3rd Prty Consultant					
	Lakeside Admin - Permits & Fees	Walsh Gallegos Trevino Rus		413.00		
	Lakeside Admin - Misc Costs					
	Lakeside Admin - Owners Contingency					
Total Lakeside Admin Conversion			383,000.00	33,881.75	349,531.25	(413.00)
Fund 653 - Indoor Multi-Use Facility						
	Indoor Facility - Architect	Corgan Associates, Inc.	1,125,500.00	267,200.00	858,300.00	
	Indoor Facility - Construction	Tim Jackson Construction	5,000.00		5,000.00	
	Indoor Facility - 3rd Prty Vendor					
	Indoor Facility - 3rd Prty Consultant	Eikon Consulting Group	16,000.00		16,000.00	
	Indoor Facility - Permits & Fees	Walsh Gallegos Trevino		236.00		
	Indoor Facility - Misc Costs					
	Indoor Facility - Owners Contingency					
Total Multi-Use Indoor Facility			1,146,500.00	267,436.00	879,300.00	(236.00)
Total Bond Projects			1,529,500.00	301,317.75	1,228,831.25	(649.00)

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 10-19-2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	LITTLE ELM ISD INTERLOCAL SUMMARY REPORT				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
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 October 19, 2020 as submitted.				

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date: October 19, 2020

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Description	Administrator
1	Denton Regional Day School Program for the Deaf	Special Populations	Renewal	\$60,400.00	\$55,200.00	(\$5,200.00)	9/1/2020	8/31/2021	Shared Services Agreement with Denton ISD and Little Elm ISD for the Denton Regional Day School Program for the Deaf. The purpose of this agreement is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students with hearing impairments in the Denton area. The cost for this program is based upon student count.	Cortney Clover
2	ESC Region 11	Curriculum & Learning	New	N/A	\$100,000.00	\$100,000.00	10/20/2020	8/20/2021q	MOU between ESC Region 11 and Little Elm ISD for instructional coaching services and professional development for Little Elm ISD Staff. ESC Region 11 will provide three one (1) hour virtual professional development sessions, three BIL/ESL department visits to support observation/feedback coaching, observation & feedback training for up to twenty (20) administrators, administrator coaching for up to nine (9) administrators, virtual coaching for sixty three (63) teachers, TIL action coaching or DDI in Spring/Summer of 2021, and the implentation fee of Go React.	Dr. Cyndy Mika
3										
4										

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 10-19-2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	LITTLE ELM ISD CONTRACT SUMMARY REPORT				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	CRB (LEGAL)				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	Allows LEISD to purchase products or services from the list of attached contract(s) which have been properly awarded through statutorily authorized methods.				
Financial Implications:	See attached				
Attachments:	Little Elm ISD Contract Summary Report for Approval				
Recommendation:	The Administration recommends approval of the Little Elm ISD Contract Summary Report as submitted.				
Motion:	I move that the Board approve the Little Elm ISD Contract Summary Report dated October 19, 2020 as submitted.				

Little Elm ISD Contract Summary Report for Approval

Board Meeting Date : October 19, 2020

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Contract Amount	Change	Effective Date	Expiration Date	Description	Administrator
1	CDW-G	Technology	Renewal	\$21,122	\$25,000	\$3,878	10/20/2020	10/19/2023	Microsoft Office License subscription renewal for Little Elm Independent School District. This is a three (3) year contract and the cost is approximately \$25,000 annually. Cost is based off total number of FTE's which varies annually.	Clay Walker
2										
3										
4										
5										
6										
7										
8										
9										
10										

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 10-19-2020	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	LITTLE ELM ISD EXPENDITURES OVER \$50,000 SUMMARY REPORT				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	CH (LOCAL) Purchasing And Acquisition				
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:	N/A				
Attachments:	Little Elm ISD Expenditures Over \$50,000 Summary Report for Approval				
Recommendation:	The Administration recommends approval of the Little Elm ISD Expenditures Over \$50,000 Summary Report as submitted.				
Motion:	I move that the Board approve the Little Elm ISD Expenditures Over \$50,000 Summary Report dated October 19, 2020 as submitted.				

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

Board Meeting Date: October 19, 2020

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Purchase Amount	Effective Date	Description	Administrator
1	2ndGear	Technology	New	\$320,000	10/20/2020	Purchase of 1,000 chromebooks for students. Breakage on chromebooks is faster than the repairs can be made resulting in a shortage of devices for student. Technology Services would like to purchase 1,000 additional chromebooks to have as inventory.	Clay Walker
2	2ndGear	Technology	New	\$300,000	10/20/2020	Purchase of accidental damage protection for student devices not covered under warranty. Little Elm ISD has over 5,000 student devices that will be out of warranty or insurance coverage during the 2020-2021 school year. These devices were originally due to be retired before this school year, but due to Covid-19 these devices will to be used for one (1) more year.	Clay Walker
3							
4							
5							
6							
7							
8							
9							
10							

Board Agenda Item

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

Board Mtg. Date 10-19-2020	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REFRESH OF STUDENT AND TEACHER DEVICES				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent & Chief Financial Officer				
Policy/Code:	CH (LOCAL) Purchasing And Acquisition				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	The purchase of 4,000 Student Chromebooks and 700 Teacher MacBooks. Chromebooks are being purchased mainly for Little Elm High School and to replace out of warranty Chromebooks. MacBooks are being purchased to replace teacher devices. See attached 1:1 plan.				
Financial Implications:	\$2,250,954.00				
Attachments:	1:1 plan				
Recommendation:	The Administration recommends the Board of Trustees approve the Student and Teacher Device Refresh.				
Motion:	I move that the Board approve the Student and Teacher Device Refresh as submitted.				

	2019-2020	Previous Plan for 2020-2021		Current Reality for 2020-2021	Future Plan for 2021-2022
Pre-K	Desktop computers, but no standard.	No change		1:1 iPads (from K-2 classrooms)	1:1 Touchscreen Chromebooks (Already ordered. Expected to receive Dec 2020)
Kinder - 2nd grades	5 iPads per classroom	Hoped to refresh 5 devices per classroom		1:1 Chromebooks in Carts (1 cart per classroom) (Chromebooks from HS refresh. Carts from 4th-8th)	Kinder & 1st grade -- 1:1 Touchscreen Chromebooks in Carts (1 cart per classroom) (Chromebooks newly ordered Fall 2020) 2nd grade -- Standard Chromebooks in Carts (1 cart per classroom) (Kept since 20-21)
3rd grade	Campus-purchased Chromebooks or iPads	No change		1:1 Chromebooks in Carts (1 cart per classroom) (Chromebooks from HS refresh. Carts from 4th-8th)	Standard Chromebooks in Carts (1 cart per classroom) (Kept since 20-21)
4th - 5th grades	1:1 Chromebooks to take home (From old stock & are end-of-life)	Carts with Chromebooks (1 cart per 2 teachers) & BYOD		1:1 Chromebooks to take home (Kept from 19-20. From old stock & are end-of-life)	1:1 Chromebooks to take home (Newly ordered Fall 2020)
6th - 8th grades	1:1 Chromebooks to take home (Chromebooks purchased for future 4th-8th carts)	Carts with Chromebooks (20 per campus) & BYOD		6th grade -- 1:1 Chromebooks to take home (Kept from 19-20. From old stock & are end-of-life) 7th & 8th grades -- 1:1 Chromebooks to take home (Kept from 19-20. Are now 1 year old)	6th & 7th grades -- 1:1 Chromebooks to take home (Newly ordered Fall 2020) 8th grade -- 1:1 Chromebooks to take home (Kept from 20-21)
9th - 12th grades	1:1 Macbooks to take home	1:1 Chromebooks to take home & BYOD		9th grade -- 1:1 Chromebooks to take home (Kept from 19-20. Are now 1 year old) 10th - 12th grades -- 1:1 Macbooks to take home (Kept from 19-20. Are end-of-life)	9th & 10th grades -- 1:1 Chromebooks to take home (Kept from 20-21) 11th & 12th grades -- 1:1 Chromebooks to take home (New ordered Fall 2020)

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	LETTER REGARDING STATE ACCOUNTABILITY				
Presenter or Contact Person:	Dan Blackwood, LEISD School Board Secretary				
Policy/Code:	N/A				
Strategic Plan Goal:					
Summary:	Discuss a letter from the Board to Commissioner Morath regarding state accountability.				
Financial Implications:	N/A				
Attachments:	Board Letter Regarding State Accountability				
Recommendation:	I recommend the Board approve the letter be sent to Commissioner Morath regarding state accountability as submitted.				
Motion:	I move the Board approve the letter be sent to Commissioner Morath regarding state accountability as submitted.				



October 14, 2020

RE: State Accountability Testing

Dear Commissioner Morath,

After responding to the national and state crisis of a health pandemic and preparing teachers and students for a challenging school year, we are noticing the unfavorable effects it has had on our teachers, and most importantly our school children. As many Texas districts demonstrated in August, with ever evolving guidance from the state, we put forth a curriculum plan to serve our students in our schools and those who chose at-home learning. In a matter of weeks, we asked our teachers to quickly become experts on technology integration and build online lessons, while also planning face-to-face learning under these extreme changing conditions.

Mr. Morath, our teachers are drowning with this current educational set-up and morale is at an all-time low. As a district, we work to ensure that our teachers feel supported, however, there is only so much as can do to decrease the stress they are all feeling.

We know that in a non-pandemic year, teachers feel the weight on their shoulders ensuring that each student is prepared to perform well on a TEA-required state accountability test. Adding this additional pressure this year will have adverse effects on our struggling teachers and students. It is irrational to continue to enforce policies that were designed for an uninterrupted normal school year.

In a year were teachers and students were forced in an adaptable situation, it is only fair we all plan and think through the same lens. Everyone involved in education must be flexible if we expect success. We ask that TEA strongly consider suspending STAAR testing requirements for the 2020-2021 school year and seek a waiver from the U.S. Department of Education from mandatory federal testing requirements for the 2020-2021 school year.

We stand united with many other Texas districts who are pleading to the state to give us time to close the gaps that were lost during the spring and prepare our students for future successes. It is only fair and it is the right thing to do.

The Little Elm ISD Board of Trustees asks that TEA waive state accountability testing for the 2020-2021 school year. This decision would allow districts to focus all their efforts to address learning gaps, which in turn will alleviate the stresses in an already stressful situation.

With consideration,

President – Little Elm ISD Board of Trustees

Vice-President – Little Elm ISD Board of Trustees

Secretary – Little Elm ISD Board of Trustees

Treasurer – Little Elm ISD Board of Trustees

Member – Little Elm ISD Board of Trustees

Member – Little Elm ISD Board of Trustees

Member – Little Elm ISD Board of Trustees

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	LETTER REGARDING CONTACT TRACING				
Presenter or Contact Person:	Melissa Myers, Board Trustee				
Policy/Code:	N/A				
Strategic Plan Goal:					
Summary:	Discuss a letter from the Board to Commissioner Morath regarding contact tracing.				
Financial Implications:	N/A				
Attachments:	Under Cover				
Recommendation:	I recommend the Board approve the letter be sent to Commissioner Morath regarding contact tracing as submitted.				
Motion:	I move the Board approve the letter be sent to Commissioner Morath regarding contact tracing as submitted.				

Board Agenda Item

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

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	MAXIMUM CLASS SIZE EXEMPTIONS - CLASS SIZE WAIVERS				
Presenter or Contact Person:	Asheley Brown, Executive Director of Human Resource Services				
Policy/Code:	BF (LEGAL)				
Strategic Plan Goal:	We will engage each student in learning experiences that increase student growth and achievement.				
Summary:	In grades K-4, the class size maximum is 22 (for both in-school and virtual classes). We are requesting approval to submit a class size waiver to TEA for the classes detailed on the attachment.				
Financial Implications:	N/A				
Attachments:	Class Size Waivers - 10.19.2020				
Recommendation:	The Administration recommends approval to submit a class size waiver request to the Texas Education Agency.				
Motion:	I move the Board approve the request to submit a class size waiver request to the Texas Education Agency.				

TEACHER	SCHOOL	AT-HOME/IN-SCHOOL	GRADE LEVEL
Mosso, Luis	Oak Point Elementary	In-School	3rd Grade
Turnage, Sarah	Oak Point Elementary	In-School	2nd Grade

Board Agenda Item

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

Board Mtg. Date 10/19/2020	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	2020-2021 CAMPUS PERFORMANCE OBJECTIVES				
Presenter or Contact Person:	Dr. Ashley Glover, Director for Assessment and Federal Programs				
Policy/Code:	BQ(LEGAL)				
Strategic Plan Goal:	<p>We will provide a guaranteed & viable curriculum that ensures all students have equal learning opportunities.</p> <p>We will engage each student in learning experiences that increase student growth and achievement.</p> <p>We will communicate with the LEISD community to build trust, support, and involvement.</p>				
Summary:	This report provides the Board of Trustees information on the Campus Performance Objectives.				
Financial Implications:	No financial information included in this report.				
Attachments:	The Campus Performance Objectives are attached.				
Recommendation:	The administration recommends approval of the Campus Performance Objectives as submitted.				
Motion:	I move the approval of the Campus Performance Objectives as submitted.				



The Mission of Little Elm ISD is to...

ENGAGE, EQUIP, and EMPOWER each student to realize their full potential.

The Vision of the Little Elm ISD Community is to be "THE Destination District."

As Lobos we VALUE...

- A culture founded on the highest qualities of character
- Unleashing every individual's highest potential
- Creating a community where every student loves to learn, every teacher loves to teach, and every person is proud to call home
- A foundation of culture that values unity and pride
- Embracing all of our kids as all of our kids
- Open, transparent, and timely communication

Campus	Performance Objectives
Brent Elementary	Brent Elementary Performance Objectives 2020-2021
Chavez Elementary	Chavez Elementary Performance Objectives 2020-2021
Hackberry Elementary	Hackberry Elementary Performance Objectives 2020-2021
Lakeview Elementary	Lakeview Elementary Performance Objectives 2020-2021
Oak Point Elementary	Oak Point Elementary Performance Objectives 2020-2021
Prestwick Elementary	Prestwick Elementary Performance Objectives 2020-2021
Walker Middle School	Walker Middle School Performance Objectives 2020-2021
Strike Middle School	Strike Middle School Performance Objectives 2020-2021
Little Elm High School	Little Elm High School Performance Objectives 2020-2021

Little Elm Independent School District

Brent Elementary

Strategies

2020-2021



Mission Statement

Each student at Brent Elementary will grow academically, socially, and emotionally, through the support of curriculum and engaging activities.

Value Statement

As Lobos we VALUE...

- A culture founded on the highest qualities of character
- Unleashing every individual's highest potential
- Creating a community where every student loves to learn, every teacher loves to teach, and every person is proud to call home
- A foundation of culture that values unity and pride
- Embracing all of our kids as all of our kids
- Open, transparent, and timely communication

Vision

272 **The VISION of the Little Elm ISD Community is to be "THE Destination District."**

Mission Statement

The MISSION of Little Elm ISD is to...

Engage, Equip, and Empower each student to realize their full potential.

Table of Contents

As Lobos we VALUE... 2

Vision 2

 The VISION of the Little Elm ISD Community is t o be "THE Destination District." 2

Mission Statement 2

 The MISSION of Little Elm ISD is to... Engage, Equip, and Empower each student to realize their full potential. 2

Goals 4

 Goal 1: Teaching and Learning Goals -Provide a guaranteed and viable curriculum -Provide learning experiences to increase growth and achievement -Increase Post-Secondary Readiness -Increase meaningful learning experiences for staff -Provide safe and secure environment to learn -Serve At Risk Students through State Compensatory Education funding - Develop a Parent and Family Engagement Plan 4

 Goal 2: Community Engagement Goals -Communicate with the LEISD community to build trust, rapport, and involvement 4

 Goal 3: Human Capital Goals -Recruit, support, and retain teachers and principals 5

 Goal 4: Ensuring Fiscal Health and Sustainability -Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level. 6

Goals

Goal 1: Teaching and Learning Goals

- Provide a guaranteed and viable curriculum**
- Provide learning experiences to increase growth and achievement**
- Increase Post-Secondary Readiness**
- Increase meaningful learning experiences for staff**
- Provide safe and secure environment to learn**
- Serve At Risk Students through State Compensatory Education funding**
- Develop a Parent and Family Engagement Plan**

Strategy 1: Utilize PLCs with teachers to determine needs, plan for instruction, and monitor student progress with targeted students.

Strategy 2: Meet growth and achievement targets through improved and targeted instructional strategies, for all students including those identified as needing additional targeted support (Reading- All, Hispanic, African American, Special Ed)

Goal 2: Community Engagement Goals

-Communicate with the LEISD community to build trust, rapport, and involvement

Strategy 1: Involve parents and community stakeholders to promote partnerships that support student success.

Strategy 2: Recruit parents for participation on committees, organizations and volunteering such as LPAC, CLT, DEIC, PTA, and tutors

Strategy 3: Solicit parent input via surveys, feedback with Thought Exchange, and holding Coffee with the Principal 4 times in the year.

Strategy 4: Support Title 1 Campus through parent education classes hosted on campus with the district family liaison and Region 10.

Goal 3: Human Capital Goals

-Recruit, support, and retain teachers and principals

Strategy 1: New teachers will be supported through a 2-year mentor program.

Strategy 2: Create a positive climate and culture for staff to promote staff retention and satisfaction.

Goal 4: Ensuring Fiscal Health and Sustainability

-Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level.

Strategy 1: Tie all tutoring, PD, and campus focus to identified needs for increase in student performance.

Strategy 2: RTI plan is data driven. MAP, CSA and Benchmarks used to determine support plan.

Little Elm Independent School District

Cesar Chavez Elementary

Strategies

2020-2021



Vision

The Vision of Little Elm ISD Community is to be "the Destination District"

Value Statement

As Lobos we VALUE...

- A culture founded on the highest qualities of character
- Unleashing every individual's highest potential
- Creating a community where every student loves to learn, every teacher loves to teach, and every person is proud to call home
- A foundation of culture that values unity and pride
- Embracing all of our kids as all of our kids
- Open, transparent, and timely communication

Vision

The VISION of the Little Elm ISD Community is to be "THE Destination District."

Mission Statement

The MISSION of Little Elm ISD is to...

Engage, Equip, and Empower each student to realize their full potential.

Table of Contents

As Lobos we VALUE... 2

Vision 2

 The VISION of the Little Elm ISD Community is t o be "THE Destination District." 2

Mission Statement 2

 The MISSION of Little Elm ISD is to... Engage, Equip, and Empower each student to realize their full potential. 2

Goals 4

 Goal 1: Teaching and Learning Goals -Provide a guaranteed and viable curriculum -Provide learning experiences to increase growth and achievement -Increase Post-Secondary Readiness -Increase meaningful learning experiences for staff -Provide Safe and Secure Environment to Learn -Inform Secondary Students and Parents of Post-Secondary Readiness State Compensatory Education planning to serve At Risk Students 4

 Goal 2: Community Engagement Goals -Communicate with LEISD community to build trust, rapport, and involvement 4

 Goal 3: Human Capital Goals -Recruit, support, and retain teachers and principals 5

 Goal 4: Ensuring Fiscal Health and Sustainability -Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level. 6

Goals

Goal 1: Teaching and Learning Goals

- Provide a guaranteed and viable curriculum
- Provide learning experiences to increase growth and achievement
- Increase Post-Secondary Readiness
- Increase meaningful learning experiences for staff
- Provide Safe and Secure Environment to Learn
- Inform Secondary Students and Parents of Post-Secondary Readiness

State Compensatory Education planning to serve At Risk Students

Strategy 1: We will provide a guaranteed & viable curriculum both in school and virtually with at home learners.

Strategy 2: We will engage each student in learning experiences that increase student growth and achievement.

Strategy 3: We will engage each student in learning experiences that lead to increased college, career, and military opportunities for post-secondary readiness

Strategy 4: We will engage each employee in meaningful learning experiences that support student success.

Strategy 5: Develop Family and Parent Engagement Plan

Parent and Family Engagement: (District/Charter Plan and All Campuses) "(2) is developed with the involvement of parents and other members of the community to be served

Goal 2: Community Engagement Goals

-Communicate with LEISD community to build trust, rapport, and involvement

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

Summative Evaluation: None

Next Year's Recommendation: Some progress made with community partners. Actively engage partners moving forward.

Goal 3: Human Capital Goals

-Recruit, support, and retain teachers and principals

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

Summative Evaluation: None

Next Year's Recommendation: Continue with mentoring program and retention strategies.

Strategy 2: Strategies for recruiting highly effective teachers

Staff development for professional staff of the district [TEC 11.252(3)(F)]

Goal 4: Ensuring Fiscal Health and Sustainability

-Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level.

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

Summative Evaluation: None

Next Year's Recommendation: Continue connecting funding to campus learning goals.

Little Elm Independent School District

Hackberry Elementary

Strategies

2020-2021



Value Statement

As Lobos we VALUE...

- A culture founded on the highest qualities of character
- Unleashing every individual's highest potential
- Creating a community where every student loves to learn, every teacher loves to teach, and every person is proud to call home
- A foundation of culture that values unity and pride
- Embracing all of our kids as all of our kids
- Open, transparent, and timely communication

Vision

The VISION of the Little Elm ISD Community is to be "THE Destination District."

Mission Statement

The MISSION of Little Elm ISD is to...

Engage, Equip, and Empower each student to realize their full potential.

Table of Contents

As Lobos we VALUE... 2

Vision 2

 The VISION of the Little Elm ISD Community is t o be "THE Destination District." 2

Mission Statement 2

 The MISSION of Little Elm ISD is to... Engage, Equip, and Empower each student to realize their full potential. 2

Goals 4

 Goal 1: Teaching and Learning Goals -Provide learning experiences to increase growth and achievement through rigor, relevance, and learner engagement -Increase meaningful learning experiences for staff -Provide safe and secure environment to learn -Serve At-Risk Students through State Compensatory Education funding - Develop a Parent and Family Engagement Plan -Maximize learning through the PLC process 4

 Goal 2: Recruit parents for participation on committees, organizations and volunteering such as LPAC, CLT, DEIC, PTA, Watch D.O.G.S. and tutors 4

 Goal 3: -Recruit, develop and retain high quality staff 5

 Goal 4: -Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level. 6

Goals

Goal 1: Teaching and Learning Goals

- Provide learning experiences to increase growth and achievement through rigor, relevance, and learner engagement**
- Increase meaningful learning experiences for staff**
- Provide safe and secure environment to learn**
- Serve At-Risk Students through State Compensatory Education funding**
- Develop a Parent and Family Engagement Plan**
- Maximize learning through the PLC process**

Strategy 1: Move from a "C" rating to a "B" campus rating

Strategy 2: Meet growth and achievement targets through improved and targeted instructional strategies, for all students including those identified as needing additional targeted support (Demographics category- White, Asian, SPED, & Economically Disadvantaged).

Strategy 3: Increase student engagement campus wide.

Strategy 4: Increase Growth and Achievement through the planning process

Strategy 5: Meet growth and achievement targets through improved and targeted instructional strategies, for all students including those identified as needing additional targeted support (Demographics category- White, Asian, SPED, & Economically Disadvantaged).

Strategy 6: Teachers will increase rigor of online instruction by creating quality engaging online lessons to be observed by our rigor, relevance, and learner engagement rubrics.

Goal 2: Recruit parents for participation on committees, organizations and volunteering such as LPAC, CLT, DEIC, PTA, Watch D.O.G.S. and tutors

Strategy 1: Continued recruitment through parent meeting platforms:

Coffee with the Principal

October

November

January

March

May

Recruit parents for participation on committees, organizations and volunteering such as LPAC, PTA, Watch D.O.G.S. and tutors

Strategy 2: Seek parent input throughout the school year about needed improvement and things that are going well.

Goal 3: -Recruit, develop and retain high quality staff

Strategy 1: Hackberry will create and promote a positive culture focused on celebrating that success of teachers. We will also and develop leadership in order to retain highly qualified staff.

Goal 4: -Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level.

Strategy 1: Ensure all Professional Learning, Resources, and Staff Support are tied directly to student outcomes

Little Elm Independent School District

Lakeview Elementary

Strategies

2020-2021



Value Statement

As Lobos we VALUE...

- A culture founded on the highest qualities of character
- Unleashing every individual's highest potential
- Creating a community where every student loves to learn, every teacher loves to teach, and every person is proud to call home
- A foundation of culture that values unity and pride
- Embracing all of our kids as all of our kids
- Open, transparent, and timely communication

Vision

The VISION of the Little Elm ISD Community is to be "THE Destination District."

Mission Statement

The MISSION of Little Elm ISD is to...

Engage, Equip, and Empower each student to realize their full potential.

Table of Contents

As Lobos we VALUE... 2

Vision 2

 The VISION of the Little Elm ISD Community is t o be "THE Destination District." 2

Mission Statement 2

 The MISSION of Little Elm ISD is to... Engage, Equip, and Empower each student to realize their full potential. 2

Goals 4

 Goal 1: Teaching and Learning Goals -Provide a guaranteed and viable curriculum -Provide learning experiences to increase growth and achievement -Increase Post-Secondary Readiness -Increase meaningful learning experiences for staff -Provide Safe and Secure Environment to Learn -Inform Secondary Students and Parents of Post-Secondary Readiness State Compensatory Education planning to serve At Risk Students 4

 Goal 2: Community Engagement Goals -Communicate with LEISD community to build trust, rapport, and involvement 4

 Goal 3: Human Capital Goals -Recruit, support, and retain teachers and principals 5

 Goal 4: Ensuring Fiscal Health and Sustainability -Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level. 6

Goals

Goal 1: Teaching and Learning Goals

- Provide a guaranteed and viable curriculum
- Provide learning experiences to increase growth and achievement
- Increase Post-Secondary Readiness
- Increase meaningful learning experiences for staff
- Provide Safe and Secure Environment to Learn
- Inform Secondary Students and Parents of Post-Secondary Readiness

State Compensatory Education planning to serve At Risk Students

Strategy 1: Meet growth and achievement targets through improved and targeted instructional strategies, for all students including those identified as needing additional targeted support (Demographics category- White(R/M), AA(M)

Strategy 2: Maintain the Met Standard District Rating from the Texas Education Agency(TEA) and add Distinctions

Strategy 3: Use Rigor/Relevance rubric in planning , PLC's and walkthroughs

Goal 2: Community Engagement Goals

-Communicate with LEISD community to build trust, rapport, and involvement

Strategy 1: Involve parents and community stakeholders to promote partnerships that support student success.

Strategy 2: Recruit parents for participation on committees, organizations and volunteering such as LPAC, CLT, DEIC, PTA, Watch D.O.G.S. and tutors

Goal 3: Human Capital Goals

-Recruit, support, and retain teachers and principals

Strategy 1: Hire and retain Highly qualified staff

Goal 4: Ensuring Fiscal Health and Sustainability

-Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level.

Strategy 1: Tie all tutoring, PD, and supply funds directly to student outcomes

Little Elm Independent School District

Oak Point Elementary

Strategies

2020-2021



Mission Statement

VISION

•

The Vision of the Little Elm ISD Community is to be "THE Destination District."

MISSION

•

The Mission of Little Elm ISD is to ENGAGE, EQUIP, and EMPOWER each student to realize their full potential.

MISSION of Oak Point Elementary:

Our Pack Empowers

Value Statement

As Lobos we VALUE...

- A culture founded on the highest qualities of character
- Unleashing every individual's highest potential
- Creating a community where every student loves to learn, every teacher loves to teach, and every person is proud to call home
- A foundation of culture that values unity and pride
- Embracing all of our kids as all of our kids
- Open, transparent, and timely communication

Vision

The VISION of the Little Elm ISD Community is to be "THE Destination District."

Mission Statement

The MISSION of Little Elm ISD is to...

Engage, Equip, and Empower each student to realize their full potential.

Table of Contents

VISION 2

MISSION 2

As Lobos we VALUE... 2

Vision 2

The VISION of the Little Elm ISD Community is t o be "THE Destination District." 2

Mission Statement 3

The MISSION of Little Elm ISD is to... Engage, Equip, and Empower each student to realize their full potential. 3

Goals 5

Goal 1: Teaching and Learning Goals: Provide a guaranteed and viable curriculum -Provide learning experiences to increase growth and achievement -Increase Post-Secondary Readiness -Increase meaningful learning experiences for staff -Provide Safe and Secure Environment to Learn -Inform Secondary Students and Parents of Post-Secondary Readiness State Compensatory Education planning to serve At Risk Students 5

Goal 2: Community Engagement Goals:- Communicate with OPE community to build trust, rapport, and involvement 5

Goal 3: Human Capital Goals: Recruit, support, and retain teachers and principals 6

Goal 4: Ensuring Fiscal Health and Sustainability: Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level. 7

Goals

Goal 1: Teaching and Learning Goals:

Provide a guaranteed and viable curriculum

-Provide learning experiences to increase growth and achievement

-Increase Post-Secondary Readiness

-Increase meaningful learning experiences for staff

-Provide Safe and Secure Environment to Learn

-Inform Secondary Students and Parents of Post-Secondary Readiness

State Compensatory Education planning to serve At Risk Students

Strategy 1: Strengthen Tier 1 instruction to ensure each student makes academic growth

Strategy 2: Participate in effective PLC's where student data is tracked to ensure EACH student is making a minimum of one years worth of growth.

Strategy 3: Meet growth and achievement targets through improved and targeted instructional strategies, for all students including those identified as needing additional targeted support by strengthening Tier2 and Tier 3 instruction

Strategy 4: Hold a monthly vertical virtual PLC for virtual teachers to share ideas, discuss common pitfalls and work to ensure alignment with district curriculum. Members will participate in a book study on "The Distance Learning Playbook" and discuss strategies among each other.

Goal 2: Community Engagement Goals:-

Communicate with OPE community to build trust, rapport, and involvement

Strategy 1: Involve parents and community stakeholders to promote partnerships that support student success.

Strategy 2: Provide virtual campus events throughout the year that involve the community and parents in order to promote school community and partnerships.

Goal 3: Human Capital Goals:

Recruit, support, and retain teachers and principals

Strategy 1: Campus will hire and retain highly qualified staff

Summative Evaluation: None

Next Year's Recommendation: Continue to build capacity in our K-2 teachers in order to strengthen the foundational reading skills of our youngest students.

Goal 4: Ensuring Fiscal Health and Sustainability:

Ensure funding for teaching and learning, operations, and capital improvements to support student success at every level.

Strategy 1: Ensure all funds used for intervention, tutoring, and professional development throughout the year directly affect student academic growth and performance.

Little Elm Independent School District

Prestwick Elementary

Strategies

2020-2021



Value Statement

As Lobos we VALUE...

- A culture founded on the highest qualities of character
- Unleashing every individual's highest potential
- Creating a community where every student loves to learn, every teacher loves to teach, and every person is proud to call home
- A foundation of culture that values unity and pride
- Embracing all of our kids as all of our kids
- Open, transparent, and timely communication

Vision

The VISION of the Little Elm ISD Community is to be "THE Destination District."

Mission Statement

The MISSION of Little Elm ISD is to...

Engage, Equip, and Empower each student to realize their full potential.

Table of Contents

As Lobos we VALUE... 2

Vision 2

 The VISION of the Little Elm ISD Community is t o be "THE Destination District." 2

Mission Statement 2

 The MISSION of Little Elm ISD is to... Engage, Equip, and Empower each student to realize their full potential. 2

Goals 4

 Goal 1: Teaching and Learning Goals: Prestwick Elementary will provide high quality instruction in order to: Maximize growth for each student (Campus One Thing) Close achievement gaps for diverse populations to include students with learning differences, diverse languages and various cultural and socioeconomic backgrounds 4

 Goal 2: Community Engagement: Prestwick will provide safe and welcoming environments which are communicated in a streamlined manner as well as provide voice and choice for our community members (teachers/staff, parents and neighborhood). 4

 Goal 3: Human Capital Goals: Prestwick Elementary will promote a positive culture focused on celebrating success and developing talent/leadership in order to retain highly qualified staff. 5

 Goal 4: Ensuring Fiscal Health and Sustainability: Prestwick Elementary will align purchases to support campus goals based on current data trends. 6

Goals

Goal 1: Teaching and Learning Goals: Prestwick Elementary will provide high quality instruction in order to:

Maximize growth for each student (Campus One Thing)

Close achievement gaps for diverse populations to include students with learning differences, diverse languages and various cultural and socioeconomic backgrounds

Strategy 1: Staff will utilize MAP data to provide high quality targeted instruction so that diverse students will show growth at each assessment period as well as increase students meeting and exceeding standard on MAP and STAAR measures. (STEM Goal 1)

Strategy 2: Teachers will integrate authentic literacy in particular writing across the curriculum.

Strategy 3: Staff will increase fluency in creating quality engaging online lessons to be observed by our rigor, relevance, and learner engagement rubrics. We will also look at the use of our technology to enhance our learning per the SAMR model.

Goal 2: Community Engagement: Prestwick will provide safe and welcoming environments which are communicated in a streamlined manner as well as provide voice and choice for our community members (teachers/staff, parents and neighborhood).

Strategy 1: Provide ongoing opportunities for parental engagement in a variety of formats

Strategy 2: Incorporate cultural awareness in our community events per parent survey input

Goal 3: Human Capital Goals: Prestwick Elementary will promote a positive culture focused on celebrating success and developing talent/leadership in order to retain highly qualified staff.

Strategy 1: Staff will continue to work on fidelity in the use of campus positive behavioral interventions and supports focused on the pillars of our core values of adaptability, persistence, service and solution-focused.

Strategy 2: Growth and recognition opportunities for staff

Goal 4: Ensuring Fiscal Health and Sustainability: Prestwick Elementary will align purchases to support campus goals based on current data trends.

Strategy 1: Target areas for professional development include: STEM education, co teach model, authentic literacy, MAP assessment tools and social emotional learning/PBIS and the Lobo Way.

Little Elm Independent School District
Strike Middle School
Strategies
2020-2021



Mission Statement



Value Statement

As Lobos we VALUE...

- A culture founded on the highest qualities of character
- Unleashing every individual's highest potential
- Creating a community where every student loves to learn, every teacher loves to teach, and every person is proud to call home
- A foundation of culture that values unity and pride
- Embracing all of our kids as all of our kids
- Open, transparent, and timely communication

Vision

The VISION of the Little Elm ISD Community is to be "THE Destination District."

Mission Statement

The MISSION of Little Elm ISD is to...

Engage, Equip, and Empower each student to realize their full potential.

Table of Contents

As Lobos we VALUE... 2

Vision 2

 The VISION of the Little Elm ISD Community is t o be "THE Destination District." 2

Mission Statement 2

 The MISSION of Little Elm ISD is to... Engage, Equip, and Empower each student to realize their full potential. 3

Goals 5

 Goal 1: Teaching and Learning Goals: Strengthen Tier 1 Instruction so that every student makes academic growth. 5

 Goal 2: Community Engagement Goals: Increase opportunities for parents to be involved in their child's academic experiences. 5

 Goal 3: Human Capital Goals: Focusing on building a collaborative culture to create a common language and support for all staff to ensure student success. 6

 Goal 4: Ensuring Fiscal Health and Sustainability: We will ensure all money spent is aligned with campus improvement. 7

Goals

Goal 1: Teaching and Learning Goals: Strengthen Tier 1 Instruction so that every student makes academic growth.

Strategy 1: Teachers have made specific commitments to implementing authentic literacy in each class.

Strategy 2: Data will be analyzed regularly.

Goal 2: Community Engagement Goals: Increase opportunities for parents to be involved in their child's academic experiences.

Strategy 1: Get input from parents to improve Strike's processes.

HB3 Goal

Summative Evaluation: None

Next Year's Recommendation: None

Goal 3: Human Capital Goals: Focusing on building a collaborative culture to create a common language and support for all staff to ensure student success.

Strategy 1: Create a student-centered culture at Strike Middle School.

Goal 4: Ensuring Fiscal Health and Sustainability: We will ensure all money spent is aligned with campus improvement.

Strategy 1: All professional learning and tutoring funds will be directly tied to student success.

Little Elm Independent School District
Walker Middle School
Strategies
2020-2021

Accountability Rating: Not Rated: Declared State of Disaster

Mission Statement

The Mission of Little Elm ISD is to ENGAGE, EQUIP, and EMPOWER each student to realize their full potential.



323

Value Statement

A culture founded on the highest qualities of character

Excellence

Integrity

Respect

Compassion

Table of Contents

Goals 5

Goal 1: Teaching and Learning: Building relationships, increased focus on student most At Risk, increase parent involvement, strengthen the classroom learning environment. 5

Goal 2: Community Engagement Goals 5

Goal 3: Human Capital Goals: Focusing on building a collaborative culture to create a common language and support for all staff to ensure student success 6

Goal 4: Ensuring Fiscal Health and Sustainability: We will ensure all money spent is aligned with campus improvement 7

Goals

Goal 1: Teaching and Learning: Building relationships, increased focus on student most At Risk, increase parent involvement, strengthen the classroom learning environment.

Strategy 1: Professional development on teaching strategies for our Economic Disadvantaged students.

Strategy 2: Strengthen the rigor, relevance and engagement of our daily lessons.

Strategy 3: Increase the use of daily small group instruction.

Strategy 4: Continue training on the Canvas Learning Management System.

Strategy 5: Create a teacher/student group that discusses LMS (Canvas) issues & solutions.

Goal 2: Community Engagement Goals

Strategy 1: Create a Parent Involvement Survey.

Strategy 2: Demographics: Build strong relationships between all stakeholders.

Strategy 3: Create a Walker FamiLE newsletter.

Goal 3: Human Capital Goals: Focusing on building a collaborative culture to create a common language and support for all staff to ensure student success

Goal 4: Ensuring Fiscal Health and Sustainability: We will ensure all money spent is aligned with campus improvement

Little Elm Independent School District

Little Elm High School

Strategies

2020-2021



Value Statement

As Lobos we VALUE...

- A culture founded on the highest qualities of character
- Unleashing every individual's highest potential
- Creating a community where every student loves to learn, every teacher loves to teach, and every person is proud to call home
- A foundation of culture that values unity and pride
- Embracing all of our kids as all of our kids
- Open, transparent, and timely communication

Vision

The VISION of the Little Elm ISD Community is to be "THE Destination District."

Mission Statement

The MISSION of Little Elm ISD is to...

Engage, Equip, and Empower each student to realize their full potential.

Table of Contents

As Lobos we VALUE... 2

Vision 2

 The VISION of the Little Elm ISD Community is t o be "THE Destination District." 2

Mission Statement 2

 The MISSION of Little Elm ISD is to... Engage, Equip, and Empower each student to realize their full potential. 2

Goals 4

 Goal 1: LEHS will prioritize Teaching and Learning Goals: 1. Provide a guaranteed and viable curriculum 2. Provide learning experiences to increase growth and achievement 3. Increase Post-Secondary Readiness 4. Increase meaningful learning experiences for staff 5. Provide safe and secure environment to learn 6. Serve At Risk Students through State Compensatory Education funding 7. Develop a Parent and Family Engagement Plan 8. Develop relational capacity within faculty and staff in order to positively impact student learning. 4

 Goal 2: LEHS will increase Community Engagement through communication with the LEISD community to build trust, rapport, and involvement. 5

 Goal 3: LEHS will support the LEISD Human Capital Goals through the recruitment, support, and retainment of teachers and professional staff. 6

 Goal 4: LEHS will partner with LEISD to Ensure Fiscal Health and Sustainability by prioritizing funding for teaching and learning, operations, and capital improvements to support student success at every level. 7

Goals

Goal 1: LEHS will prioritize Teaching and Learning Goals:

- 1. Provide a guaranteed and viable curriculum**
- 2. Provide learning experiences to increase growth and achievement**
- 3. Increase Post-Secondary Readiness**
- 4. Increase meaningful learning experiences for staff**
- 5. Provide safe and secure environment to learn**
- 6. Serve At Risk Students through State Compensatory Education funding**
- 7. Develop a Parent and Family Engagement Plan**
- 8. Develop relational capacity within faculty and staff in order to positively impact student learning.**

333

Strategy 1: We will provide a guaranteed & viable curriculum for our At-Home and In-Person Learners.

Strategy 2: We will engage each student in learning experiences that increase student growth and achievement for At Home and In Person learners.

Strategy 3: We will engage each student in learning experiences that lead to increased college, career, and military opportunities for post-secondary readiness

Strategy 4: We will engage each employee in meaningful learning experiences that support student success.

Strategy 5: Provide a safe and secure environment for our students. All campuses in Little Elm ISD are supported by School Resource Officers (SROs).

Strategy 6: Serve At Risk students through programs and/or services designed to supplement the regular education program for students identified as at risk of dropping out of school. [TEC 42.152(b); TAC 61.1027] State law requires that the district improvement plan and the campus improvement plans are the primary records supporting expenditures attributed to the State Compensatory Education (SCE) program and are the auditable documents for SCE. [FASRG 9.2.3]

Strategy 7: Develop Family and Parent Engagement Plan

Parent and Family Engagement: (District/Charter Plan and All Campuses) is to be developed with the involvement of parents and other members of the community to be served

Strategy 8: Develop relational capacity within faculty and staff in order to positively impact student learning.

Goal 2: LEHS will increase Community Engagement through communication with the LEISD community to build trust, rapport, and involvement.

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

Goal 3: LEHS will support the LEISD Human Capital Goals through the recruitment, support, and retainment of teachers and professional staff.

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

Goal 4: LEHS will partner with LEISD to Ensure Fiscal Health and Sustainability by prioritizing funding for teaching and learning, operations, and capital improvements to support student success at every level.

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

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 10-19-2020	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	APPROVAL OF 2020 TAX ROLL				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	Texas Property Tax Code Section 26.09				
Strategic Plan Goal:	Ensuring Fiscal Health and Sustainability				
Summary:	TASB recommends the governing body of the school district to approve the tax roll. The 2020 tax roll lists the total levy for Little Elm ISD. The tax roll is prepared by the Denton County Tax Assessor/Collector using taxable value information provided by the Denton County Appraisal District and combining it with the tax rate adopted by Little Elm ISD.				
Financial Implications:	N/A				
Attachments:	2020 LEISD Tax Roll Summary				
Recommendation:	The Administration recommends the Board of Trustees approve the 2020 Little Elm ISD Tax Roll as submitted.				
Motion:	I move that the Board approve the 2020 Little Elm ISD Tax Roll as submitted.				

Denton County Tax Office

Run Date: 10/7/2020 8:24 AM

Page 1 of 2

2020 Tax Roll Summary

S10 - LITTLE ELM ISD

		Amount	Count
TOTAL NUMBER OF ACCOUNTS			23,474
APPRAISAL VALUES			
ROLLCODE: MOBILE HOME	Improvement	7,104,379	0
	Improvement Non-Home Site	2,223,940	0
ROLLCODE: PERSONAL	Personal	111,497,916	0
ROLLCODE: REAL	Agriculture	40,659,111	0
	Improvement	4,096,724,702	0
	Improvement Non-Home Site	243,479,976	0
	Land	1,336,440,778	0
	Land Ag Land	77,755	0
	Land Non-Home Site	423,379,568	0
TOTAL APPRAISALS			6,261,588,125
DEFERRALS			
Ag 1D1		40,659,111	129
TOTAL DEFERRALS			40,659,111
EXEMPTIONS			
100% Disabled Veteran		49,851,806	175
Absolute Exemption - CHDO		4,675,000	1
Cap Adjustment, XT		13,776,436	624
Disabled		1,285,507	148
Disabled Veteran 10% to 29%		765,903	95
Disabled Veteran 30% to 49%		417,000	47
Disabled Veteran 50% to 69%		832,000	82
Disabled Veteran 70% to 100%		1,647,865	284
Economic Development - XL		19,605,003	19
Energy, XR		309,676	2
General Homestead		304,874,457	12,395
Miscellaneous - XV		165,105,845	378
Nominal Value		7,092	81
Other Exemption, XF, XH, XU		63,535	4
Over 65		34,895,990	3,656
Personal Use Vehicle, XN		74,285	4
Pollution Control		27,393	2
Private Schools- XJ		3,749,749	3
Surviving Spouse		1,129,430	119
Surviving Spouse 100% Disabl		2,605,942	12
Surviving Spouse Disabled Per		0	3
TOTAL EXEMPTIONS			605,699,914
GRAND TOTAL FOR DEFERRALS AND EXEMPTIONS			646,359,025
TOTAL APPRAISED VALUE			6,261,588,125
TAXABLE VALUE			5,615,229,100
LEVY			
ROLLCODE: MOBILE HOME	Levy	127,207.97	530

Denton County Tax Office

Run Date: 10/7/2020 8:24 AM

Page 2 of 2

ROLLCODE: REAL	Levy	1,660,341.27	619
ROLLCODE: REAL	Levy	79,000,922.29	22,325
TOTAL LEVY			80,788,471.53
LEVY LOST DUE TO FROZEN			
Levy Lost Due To Frozen		3,080,589.48	0
TOTAL LEVY LOST DUE TO FROZEN			3,080,589.48
OTHER LOST LEVY			
		0	0
TOTAL OTHER LOST LEVY			0
TOTAL LOST LEVY			
		3,080,589	0
TOTAL TOTAL LOST LEVY			3,080,589

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 10-19-2020	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	GIFTS AND DONATIONS				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	Other Revenues – Grants from Private Sources – CDC (LOCAL)				
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
October 2020

Donations Less than \$2,500

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Prestwick Elementary	461	PepsiCo, Your Cause LLC	Purchase classroom instructional materials	08/13/20	320.00		320.00
Prestwick Elementary	461	PepsiCo, Your Cause LLC	Purchase classroom instructional materials	09/11/20	320.00		320.00
Prestwick Elementary	461	Albertsons Safeway	Purchase student and staff incentives and/or classroom materials	09/11/20	166.44		166.44
Chavez Elementary		Kroger	Nurse supplies	09/21/20	100.00		100.00
LEHS Blue Angels Drill Team	865	Charles & Sharon Murdock	Drill team supplies and costumes	09/24/20	100.00		100.00
					1,006.44	-	1,006.44

Donations \$2,500 and Greater

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Bosch STEM Grant	199	Bosch Community Foundation	To be used by campus STEM clubs to cover student transportation, STEM kits and snacks		9,766.00		9,766.00
					9,766.00	-	9,766.00

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date
10-19-2020

**Reports of the
Superintendent**

☐

**Action
Item**

☐

**Consent
Agenda**

☒

**Reports,
Routine
Monthly**

☐

Other

☐

Subject:

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE CITY OF THE COLONY AND LITTLE ELM, TEXAS
INDEPENDENT SCHOOL DISTRICT**

**Presenter or
Contact Person:**

Rod Reeves, Executive Director for Operational Services

Policy/Code:

GKD (Local)

**Strategic Plan
Goal:**

Ensuring Fiscal Health & Sustainability

Summary:

The City of the Colony and Little Elm Independent School District propose to continue an Interlocal Cooperation Agreement to permit joint use of City and District facilities for recreational, cultural, informational, and athletic activities for the mutual benefit of the parties.

**Financial
Implications:**

The City Of The Colony and Little Elm ISD mutually agree to waive all cost recovery fees in the interest of providing the highest and best service with the least possible expenditure of public funds for both parties.

Attachments:

Interlocal Cooperation Agreement for Joint Use of Property, Construction of Facilities, and use Thereof

Recommendation: | The Administration recommends the Board approve the interlocal cooperation agreement between the City Of The Colony and Little Elm Independent School District and authorize the Superintendent or their designee to execute final contracts.

Motion: | I move the Board approve the interlocal cooperation agreement between the City Of The Colony and Little Elm Independent School District and authorize the Superintendent or their designee to execute final contracts.

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT
FOR JOINT USE OF PROPERTY, CONSTRUCTION
OF FACILITIES, AND USE THEREOF**

THIS INTERLOCAL COOPERATION AGREEMENT is made and entered into on this _____ day of _____, 2020, by and between the CITY OF THE COLONY, TEXAS ("CITY"), acting by and through its City Council, Mayor or designee, and the LITTLE ELM INDEPENDENT SCHOOL DISTRICT ("LEISD"), acting by and through its Board of Trustees, Superintendent or designee.

WITNESSETH:

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

WHEREAS, this Interlocal Cooperation Agreement ("Agreement") is made under the authority granted by and pursuant to the Interlocal Cooperation Act, Texas Government Code, Chapter 791, and as otherwise provided herein, relative to the authorization by CITY and LEISD to use certain properties within the City of The Colony jointly for the purpose of providing recreational, cultural, informational, and athletic opportunities for all residents of the City of The Colony; and

WHEREAS, CITY and LEISD find that the performance of this Agreement is in the common public interest of both parties, and that the services provided by each party compensates for the use of the facilities and property identified in Exhibit "A" ("LEISD Facility") and Exhibit "B" ("CITY Facility"), copies of which are attached hereto and incorporated herein for all purposes; and

WHEREAS, CITY and LEISD, in expending funds in the performance of the governmental functions or in performing such governmental functions under this Agreement, shall make payments therefor only from current revenues legally available to such party; and

WHEREAS, CITY and LEISD agree that the LEISD Facility and CITY Facility shall be used for the purpose of providing recreational and athletic opportunities for the citizens of The Colony, for joint use by CITY and LEISD, with CITY and LEISD having priority of use as set out herein; and

WHEREAS, the governing bodies of each party find that the subject of this Agreement is necessary for the benefit of the public and that each party has the legal authority to perform and to provide the governmental function or service which is the

subject matter of this Agreement; furthermore, the governing bodies find that the performance of this Agreement is in the common interest of both parties.

NOW THEREFORE, FOR AND IN CONSIDERATION of the mutual agreements contained herein, the parties hereto do hereby agree as follows:

**I.
AGREEMENT**

- A. This Agreement shall supersede all previous agreements as to the subject matter of this Agreement between LEISD and the CITY. The Agreement will be reviewed annually.
- B. CITY and LEISD agree, under the terms and conditions provided herein, to permit for joint use of the LEISD Facility and CITY Facility for recreational, cultural, informational, and athletic activities for the mutual benefit of the parties.
- C. Notwithstanding anything herein to the contrary, a material part of the consideration to CITY and LEISD for entering into this Agreement is the commitment by LEISD and CITY to allow each party to utilize the other party's facilities within the City of the Colony for youth and adult recreational, cultural and athletic activities.
- D. There shall be no additional costs to CITY or LEISD. CITY and LEISD will be responsible for all costs for electric utilities associated with the subject facilities covered by this Agreement for recreational and athletic activities, in accordance with the terms of this Agreement, except as may be otherwise provided herein. Also, CITY and LEISD shall be responsible for maintaining the facilities under their respective custody and control and keep such facilities free of litter, trash, overgrowth, or any other natural or manmade conditions which would diminish the quality of property or impair its public purpose.
- E. CITY and LEISD mutually agree to waive all cost recovery fees in the interest of providing the highest and best service with the least possible expenditure of public funds for the citizens of The Colony. This shall include, but not be limited to, administrative charges, rental fees, installation costs, meter costs, on-site supervision fees, janitorial maintenance fees, HVAC charges, utility charges, building inspection fees, fire prevention fees, capital recovery fees, planning and zoning fees, subdivision fees, reservation fees, and health and code enforcement fees for the LEISD Facility and City Facility. LEISD will be responsible for paying to the CITY all monthly utility fees, including water, sewer, and storm water, for LEISD Facility.

II.
CITY USE OF LEISD FACILITY

- A. LEISD will make the LEISD Facility available for use for community recreational and athletic activities; these areas and facility are to be selected by the City Manager or his/her designee subject to approval of the Superintendent of LEISD, or his/her designee, as appropriate.
- B. CITY may utilize the gymnasiums and outdoor areas of the LEISD Facility located within the City of the Colony provided that the use does not interfere with the normal operational use of facility for school purposes or which would otherwise interfere with their lawful public purpose. In the event of any scheduling conflict with LEISD, LEISD has, at any time, priority use of the LEISD Facility. In the event LEISD sells or leases any of the LEISD Facility, LEISD shall notify the CITY in writing and this Agreement may be amended to exclude said facility
- C. CITY shall provide in writing to the campus principal a proposed usage schedule which shall include the name of the organization requesting the use and the time(s) of the requested use. Scheduled usage of the LEISD Facility shall be limited to CITY-sponsored organizations or groups. The organization using the LEISD Facility within the City of the Colony shall be responsible for providing adequate supervision of the activity or activities taking place on the property. Organizations using the LEISD Facility pursuant to the terms of this Agreement shall comply with all State, federal, and local laws as well as applicable LEISD Board policies.
- D. The outdoor LEISD Facility will be available for the general public to use after school hours and on weekends, unless LEISD or the CITY has scheduled use of the outdoor LEISD Facility.
- E. During times of scheduled usage, CITY shall be responsible for keeping the premises in a clean condition free of accumulation of dirt, rubbish, and obstructions that may prohibit or impede the use of the facilities for their intended purpose. The CITY shall not damage the LEISD Facility during any use thereof, and shall leave the LEISD Facility in a condition as neat and safe as at the time the CITY began said use. The CITY shall be responsible for any damages the CITY causes to any LEISD Facility, and shall promptly repair same. Under no circumstances shall this Agreement be construed to include school playground equipment or areas including such equipment as part of LEISD Facility. LEISD and CITY will alternately fund periodic replacement of nets, wind screens and other equipment as needed.
- F. CITY may utilize the premises on an as-is condition on the date of execution of this Agreement.
- G. LEISD shall have the sole duty and responsibility for repair of any permanent improvements owned by LEISD such as fencing, net posts, or other permanent structural improvements.
- H. CITY shall be permitted to make, at its own expense, alterations and additions to the LEISD Facility consistent with the programs offered by it upon prior written consent of

the LEISD Board of Trustees, shall bear the cost of maintenance of such improvements and is subject to the provisions of Section II.E.

- I. CITY, at its sole expense, shall remove any improvements or alterations to the LEISD Facility installed by CITY upon termination of this Agreement if requested in writing by LEISD. Any addition or improvement to the LEISD Facility not removed shall, upon termination of this Agreement and after a reasonable time to remove said improvements or alterations, belong to and become the property of LEISD without cost to LEISD or at the sole option of LEISD, shall be removed by LEISD and CITY shall promptly reimburse LEISD for the cost of such removal. Nothing shall be removed which may affect the structural integrity of any building or structure.
- J. LEISD will use all reasonable efforts to not cancel a previously scheduled usage or event. If cancelation is required for a LEISD activity or other closure, LEISD will provide 24 hours advance notice and make a good faith effort to provide an alternate facility.

III. LEISD USE OF CITY FACILITY

- A. CITY will make the CITY Facility available to LEISD for school events, activities, or programs; these areas and facility are to be selected by the Superintendent, or his/her designee, subject to approval of the City Manager of the City of The Colony or his/her designee.
- B. LEISD may utilize indoor or outdoor CITY Facility (see Exhibit B) provided that the use does not interfere with the normal operational use of facilities or which would otherwise interfere with their lawful public purpose. In the event of any scheduling conflict with CITY, CITY has, at any time, priority use of CITY Facility. In the event CITY sells or leases any of the CITY Facility, CITY shall notify the LEISD in writing and this Agreement may be amended to exclude said facility
- C. LEISD shall provide a proposed written schedule to CITY's Park and Recreation Office which shall include the name of the organization requesting the activity planned at the CITY Facility and the time(s) of the requested use. Scheduled usage of the CITY Facility shall be limited to LEISD-sponsored organizations or groups. The organization using the CITY Facility shall be responsible for providing adequate supervision of the activity or activities taking place on the property. Organizations using the CITY Facility shall comply with all state, federal and local laws.
- D. During periods of unscheduled CITY and LEISD use, the outdoor facilities will be available for the use of the general public.
- E. During times of scheduled usage, LEISD shall be responsible for keeping the premises in a clean condition free of accumulation of dirt, rubbish, and obstructions that may prohibit or impede the use of the CITY Facility for their intended purpose. LEISD shall not damage the CITY Facility during any use thereof, and shall leave the CITY Facility in a condition as neat and safe as at the time LEISD began said use. LEISD shall be responsible for any damages LEISD causes to any CITY Facility, and shall promptly

repair same. CITY and LEISD will alternately fund periodic replacement of nets and wind screens as needed.

- F. LEISD may utilize the premises on an as-is condition on the date of execution of this Agreement.
- G. CITY shall have the sole duty and responsibility for repair of any permanent improvements owned by CITY such as fencing, or other permanent structural improvements on the CITY Facility.
- H. LEISD shall be permitted to make, at its own expense, alterations and additions to any of the premises listed on Exhibit "B" consistent with the programs offered by it upon prior written consent of CITY, and shall bear the cost of maintenance of such improvements and are subject to the provisions of Section III.E.
- I. LEISD, at its sole expense, shall remove any improvements or alterations to the CITY Facility installed by LEISD upon termination of this Agreement if requested in writing by CITY. Any addition or improvement to CITY Facility if not removed shall, upon termination of this Agreement and after a reasonable time to remove said improvements or alterations, belong to and become the property of CITY without cost to CITY or at the sole option of CITY, shall be removed by CITY and LEISD shall promptly reimburse CITY for the cost of such removal. Nothing shall be removed which may affect the structural integrity of any building or structure.
- J. CITY will use all reasonable efforts to not cancel a previously scheduled usage or event. If cancelation is required for a CITY activity or other closure, CITY will provide 24 hours advance notice and make a good faith effort to provide an alternate facility.

IV. GENERAL REQUIREMENTS APPLICABLE TO LEISD AND CITY

The following subparagraphs shall apply to CITY's use of LEISD's Facility or LEISD's use of CITY's Facility:

- A. (1) IMMUNITY: Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to affect, alter, or modify the immunity of either party under the Texas Civil Practice and Remedies Code § 101.001, et seq. It is expressly understood and agreed that in the execution of this Agreement, neither CITY nor LEISD waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.
- (2) INSURANCE: During the term of this Agreement, and any extensions thereof, CITY / LEISD agrees to obtain and maintain, at its sole expense, general liability insurance and property insurance covering their respective facilities. CITY shall furnish LEISD and LEISD shall furnish to CITY certificates of insurance in accordance with this Paragraph within sixty (60) days from the date of execution of this Agreement or upon request by the other party. Nothing contained herein shall be construed to grant any third party rights or waive the governmental

and/or public purpose of the operation or use of any of LEISD Facility or CITY Facility. LEISD / CITY may have insurance for liability, if permitted by state law.

- B. THIRD PARTIES: This Agreement does not create any third-party beneficiaries. Nothing in this Agreement, or in any exhibit or attachment hereto, shall be construed to create, expand or form a basis for liability to any third party under any theory of law against either CITY or LEISD unless such a basis exists independent of this Agreement under state or federal law.
- C. NOTICE: Each notice or other communication which may be or is required to be given under this Agreement shall be in writing and shall be deemed to have been properly given when delivered personally during the normal business hours of the party to whom such communication is directed, or upon receipt when sent by United States registered or certified mail, return receipt requested, postage prepaid, to the appropriate one of the following addresses as may be designated by the appropriate party; however, each party has a right to designate a different address by giving the other party fifteen (15) days prior written notice of such designation:

If to LEISD:

Daniel Gallagher, Superintendent
LITTLE ELM Independent School District
300 Lobo Lane, PO Box 6000
Little Elm, TX 75068

If to CITY:

Troy C. Powell, City Manager
City of The Colony
6800 Main Street
The Colony, TX 75056

- D. MANAGEMENT AUTHORITY: During the term of this Agreement, and any extensions thereof, CITY agrees to provide adequate police and fire protection and other necessary emergency services for the subject facilities at all times, and shall especially guard the property from abuse through vandalism or wanton destruction. CITY and LEISD agree that during the exercise of rights under this Agreement, occupancy shall be exclusive to the parties. Each party shall have the right to remove and/or control occupancy of each other's premises as to third parties or the general public. CITY shall perform and exercise all rights, duties and functions and services in compliance with all applicable Federal, State and local laws and regulations. CITY and LEISD may establish necessary rules and regulations as may be required to ensure the safe and orderly operation of recreational programs and the subject facilities, provided that any such rules and regulations do not conflict with CITY or LEISD policy or state and federal law.
- E. CLAIMS AGAINST PARTIES: Each party shall be responsible for defending and/or disposing of all causes arising against the respective party as a result of its use or occupation of the subject facilities and property. It is expressly understood and agreed

that in the execution of this contract, neither CITY nor LEISD waives, nor shall be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

- F. TERM: The term of this Agreement shall be for a period of two (2) years commencing on the date first written above, and shall thereafter be automatically renewed from year to year unless terminated sooner by either party in accordance with the terms herein.
- G. ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties hereto, and no other oral or written commitments shall have any force or effect if not contained herein.
- H. SEVERABILITY: In case any one (1) or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalidity, illegality or unenforceable provision had never been contained herein.
- I. AUTHORITY: The undersigned officers and/or agents are authorized to execute this contract on behalf of the parties hereto, and each party hereto certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.
- J. Each party shall promptly report to the other party any defects or dangerous conditions it discovers on or concerning the other's property, and shall cease any such use until such defect or condition is repaired or cured, provided the reporting party shall have not have an obligation to repair or cure any such defect or condition.
- K. FORCE MAJEURE: No party shall be in default or responsible for delays or failures in performance resulting from causes beyond its control. Such causes include but are not limited to acts of God, fire, storm, flood, earthquake, natural disaster, pandemic, epidemic, nuclear accident, strike, air traffic disruption, lockout, riot, freight embargo, public regulated utility, or governmental statutes, orders, or regulations superimposed after the fact. Any party delayed by force majeure shall give the other party written notice of the delay. The party delayed shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall give the other party written notice thereof and shall resume performance under this Agreement as soon as practicable. The date of delivery or of performance shall be extended for at least a minimum time period equal to the time lost by reason of the delay.

V. TERMINATION

- A. Any party may terminate this Agreement with or without cause, by giving written notice ninety (90) days prior to the date of termination, to the other party. This Agreement may be terminated in whole or in part and will apply only to the properties so identified in the notice of termination. Upon termination, all permanent improvements and personal

property shall remain the property of the party originally constructing or otherwise paying for the same unless such property is not removed by the date of termination. Removal of personal property or improvements shall be subject to Section II (I) and III (I) herein.

- B. In the event the Board of Trustees of LEISD determines during the term of this Agreement that it is in the best interest of LEISD to sell or construct improvements upon all or any part of LEISD's undeveloped property designated on Exhibit "A", the terms of this Agreement shall terminate as to the particular property(ies) so stated on LEISD's written notice to CITY of LEISD's intent to sell/construct improvements on the property. The effective date of termination of the Agreement as to the property(ies) stated on the notice shall be the date ninety (90) days from the date of LEISD's written notice to CITY.

VI. REMEDIES

No right or remedy granted or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Agreement may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Agreement.

VII. APPLICABLE LAW

This Agreement is governed by the laws of the State of Texas; any venue for any action shall be in State District Court of Denton County.

VIII. SUCCESSORS AND ASSIGNS

This Agreement is binding on and inures to the benefit of the successors, executors, administrators and assigns of the parties to this Agreement and affects the use of land and shall run with the land. Neither CITY nor LEISD shall assign, sublet, subcontract or transfer agreement without the written consent of the other party. No assignment delegation or duties or subcontract under this contract shall be effective without the prior written consent of the other party.

IX. RECITALS AND ATTACHMENTS

The recitals and attachments to this Agreement are incorporated herein for all purposes as if set out herein verbatim.

X. EXECUTION

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

EXECUTED between the parties on the date first written above.

WITNESS:

LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By: _____
Dan Blackwood, Secretary
Board of Trustees

By: _____
Daniel Gallagher,
Superintendent of Schools

APPROVED AS TO FORM:

By: Elisabeth Nelson
Name: Elisabeth Nelson
Attorney for LITTLE ELM ISD, Walsh Gallegos

CITY OF THE COLONY, TEXAS

By: _____
Christie Wilson
City Secretary

By: _____
Troy C. Powell
City Manager

APPROVED AS TO FORM:

By: _____
Jeff Moore
City Attorney

THE STATE OF TEXAS §
COUNTY OF DENTON §

LEISD ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledge to me that he executed same for and as the act and deed of **LITTLE ELM INDEPENDENT SCHOOL DISTRICT**, a duly authorized Texas entity, with its executive office located in Denton County, Texas, and as the representative thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2020.

My Commission Expires

Notary Public In and For:
The State of Texas

Notary's Printed Name

THE STATE OF TEXAS §
COUNTY OF DENTON §

CITY ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the City of The Colony, a municipal corporation of Denton County, Texas, and as the City Manager thereof and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2020.

My Commission Expires

Notary Public In and For:
The State of Texas

Notary's Printed Name

EXHIBIT "A"

LEISD FACILITY

The City of The Colony will have use of the following Little Elm Independent School District facilities:

Prestwick Elementary: Gym and Undeveloped Property, located at 3101 Stonefield The Colony TX 75056

Lowell H. Strike Middle School: Competition Gym, Practice Gym, Track, Artificial Turf Competition Field and Practice Field, located at 8798 Scotty's Lake Lane, The Colony TX 75056

Note: Other areas of LEISD facilities not listed can be authorized for use ONLY by Superintendent or Designee.

EXHIBIT “B”
CITY FACILITY

The Little Elm Independent School District will have use of the following City of The Colony facilities:

The Colony Recreation Center: Gymnasium, located at 5151 N. Colony Blvd.

Five Star Complex: Athletic fields, located at 4100 Blair Oaks

The Colony Aquatic Park: Indoor pool, located at 5580 N. Colony Blvd.

Note: Other areas of City of The Colony facilities not listed can be authorized for use ONLY by City Manager or Designee

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date
10-19-2020

**Reports of the
Superintendent**

☐

**Action
Item**

☐

**Consent
Agenda**

☒

**Reports,
Routine
Monthly**

☐

Other

☐

Subject:

**FIFTH AMENDMENT TO REAL ESTATE CONTRACT
WITH TP WESTBURY IV, LLC (PRESTWICK)**

**Presenter or
Contact Person:**

Rod Reeves, Executive Director for Operational Services

Policy/Code:

CDB (LEGAL)

**Strategic Plan
Goal:**

Ensuring Fiscal Health & Sustainability

Summary:

This fifth amendment to the real estate contract with TP Westbury IV, LLC (Prestwick property) will provide the following:

- 1) A maintenance easement from LEISD to the Tribute Owners Association, Inc. for the retaining wall/fence separating houses from Prestwick Elementary School as well as a maintenance easement for the trail.
- 2) A temporary construction easement for the trail work on the Prestwick tract.

If the Board approves this fifth amendment to the real estate contract, all maintenance of the trail (off Lebanon) and the retaining wall/fence separating houses from Prestwick will be performed by the Tribute Owners Association, Inc..

**Financial
Implications:**

The District would receive benefit from the Tribute HOA maintaining the property.

Attachments:

Fifth Amendment to Real Estate Contract with TP Westbury IV, LLC with Exhibits

Recommendation: The Administration recommends the Board approve the Fifth Amendment to Real Estate Contract with TP Westbury IV, LLC (Prestwick) and authorize the Superintendent or their designee to execute the fifth amendment and the Board President to execute any easements.

Motion: I move the Board approve the Fifth Amendment to Real Estate Contract with TP Westbury IV, LLC (Prestwick) as submitted and authorize the Superintendent or their designee to execute the fifth amendment and the Board President to execute any easements.

FIFTH AMENDMENT TO REAL ESTATE SALES CONTRACT

THIS FIFTH AMENDMENT TO REAL ESTATE SALES CONTRACT (this "Amendment") is made and entered into to be effective as of _____, 2020 ("Effective Date"), by and between THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("Seller"), and TP WESTBURY IV, LLC, a Texas limited liability company ("Buyer").

RECITALS

A. Seller and TRIBUTE PARTNERS, L.P., a Texas limited partnership ("Original Buyer") entered into that certain Real Estate Sales Contract dated effective May 29, 2019 (the "Original Contract"), that certain First Amendment to Contract of Sale dated effective as of September 17, 2019 (the "First Amendment"), that certain Second Amendment to Real Estate Sales Contract dated effective as of November 11, 2019 (the "Second Amendment"), that certain Third Amendment to Real Estate Sales Contract dated effective as of December 4, 2019 (the "Third Amendment"), and that certain Fourth Amendment to Real Estate Sales Contract dated effective as of January 14, 2020 (the "Fourth Amendment") for the purchase and sale of approximately 8.372 acres of land located in The Colony, Denton County, Texas, as more particularly described in the Contract. The Original Contract, the First Amendment, Second Amendment and the Third Amendment are collectively referred to in this Amendment as the "Contract."

B. The Contract was assigned by Original Buyer to Buyer by that certain Assignment of Contract dated effective as of January 24, 2020.

C. Seller and Buyer desire to amend and modify certain provisions of the Contract in the manner set forth below.

AGREEMENT

For and in consideration of the mutual promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally and equitably to be bound hereby, covenant and agree as follows:

1. Recitals; Definitions. The recitals set forth above are incorporated herein by this reference. Capitalized terms used but not defined herein shall have the respective meanings ascribed to such terms in the Contract.

2. Trail. At such time as Buyer constructs a pedestrian trail on the Property along Lebanon Road, Buyer will construct or will cause to be constructed, at its sole cost, an eight feet (8') wide trail consisting of a sidewalk, hardscape (including any necessary retaining walls) and landscaping (the "Trail Improvements") through the Prestwick tract in the location along Lebanon Road described on Exhibit A attached to and made a part of this Amendment. Concurrently with the execution of this Amendment, Seller will execute (y) a temporary construction easement in the form attached to this Amendment as Exhibit B that will allow Buyer to construct the Trail Improvements and (z) a trail maintenance easement in the form attached to this Amendment as

Exhibit C that will allow The Tribute Owners Association, Inc. (the "Association") to maintain the Trail Improvements.

3. Maintenance Easement for Common Boundary. Concurrently with the execution of this Amendment, Seller will execute a maintenance easement in the form attached to this Amendment as Exhibit D that will allow the Association to maintain the wall and fence constructed by Buyer on the Property along its common boundary with Seller's Lot 1R1 pursuant to that certain Temporary Slope and Grading Easement Agreement recorded in Document No. 2020-10184 of the Official Public Records of Denton County, Texas.

4. Integration; Conflicts. Seller and Buyer affirm and ratify the provisions of the Contract (as modified hereby) and confirm that the same remains in full force and effect. In the event of any inconsistency between any term or condition of the Contract and any term or condition of this Amendment, the terms and conditions of this Amendment shall control for all purposes and respects and the Contract shall be deemed amended so as to be consistent herewith.

5. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Amendment may be transmitted by facsimile machine or by electronic scanning and electronic mail, and the parties intend that faxed or scanned signatures shall constitute original signatures. A facsimile copy or any counterpart or conformed copy of this Amendment with the signature, original, faxed, or scanned, of all of the parties shall be binding on the parties.

6. Successors and Assigns. The provisions of this Amendment shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective successors and assigns.

7. Severability. If any term, covenant or condition of this Amendment or its application to any person or circumstance shall be invalid or unenforceable, the remainder of this Amendment, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected, and each term shall be valid and enforceable to the fullest extent permitted by law.

8. Governing Law. This Amendment shall be construed and enforced in accordance with the internal laws of the State of Texas.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the Effective Date set forth above.

SELLER:

THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Daniel Gallagher

Title: Superintendent of Schools

BUYER:

TP WESTBURY IV, LLC,
a Texas limited liability company

By: TP Venture Holdings, LP,
a Texas limited partnership,
its manager

By: Wynnwood Peninsula Partners GP, LLC,
a Texas limited liability company,
its general partner

By: Matthews Holdings Southwest, Inc.,
a Texas corporation,
its manager

By: _____
Kristian T. Teleki, Senior Vice President

EXHIBIT A
Description of Trail through Prestwick Tract

[Attached hereto]



TBG

tribute
westbury
phase v

conceptual
landscape layout
plan

The Colony, Texas
10/02/20

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

(214) 744 0757
tbgpartners.com

The information shown is based on
the best information available and is
subject to change without notice.

0 20' 40' 80'



EXHIBIT B
Form of Temporary Construction Easement

[Attached hereto]

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2020, by and between THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("Grantor"), and TP WESTBURY IV, LLC, a Texas limited liability company ("Grantee"), collectively, the "Parties."

RECITALS:

A. Prior to the date hereof, Grantor sold and conveyed to Grantee that certain Lot 2, Block A, Replat Tribute K-8 Academy Addition, an addition to the City of The Colony, Denton County, Texas according to the plat thereof recorded in County Clerk No. 2019-500, Plat Records, Denton County, Texas ("Lot 2"), pursuant to that certain Real Estate Sales Contract (the "Original Contract") dated effective as of May 29, 2019, that certain First Amendment to Real Estate Sales Contract dated effective as of September 17, 2019, that certain Second Amendment to Real Estate Sales Contract dated effective as of November 11, 2019, that certain Third Amendment to Real Estate Contract dated effective on or about December 4, 2019 (the "Third Amendment"), and that certain Fourth Amendment to Real Estate Contract dated effective as of January 14, 2020 (the "Fourth Amendment"), all between Tribute Partners, L.P. ("Original Buyer") and Grantor. Original Buyer assigned its rights as "Buyer" in the Original Contract, as amended, to Grantee and Grantee assumed the obligations of "Buyer" in the Original Contract, as amended, from Original Buyer by that certain Assignment of Contract dated effective as of January 24, 2020. Grantor and Grantee entered into that certain Fifth Amendment to Real Estate Sales Contract dated effective as of September 11, 2020 (the "Fifth Amendment"). The Original Contract, as amended and assigned, is referred to in this Agreement as the "Contract".

B. Grantor is the owner of that certain Lot 1R1, Block A, Replat Tribute K-8 Academy Addition, an addition to the City of The Colony, Denton County, Texas according to the plat thereof recorded in County Clerk No. 2019-500, Plat Records, Denton County, Texas ("Prestwick Tract").

C. In connection with the sale and conveyance of Lot 2 by Grantor to Grantee, Grantee has agreed to construct a pedestrian trail on the Prestwick Tract and Grantor has agreed to grant to Grantee a temporary construction easement in, on, under, over, across and through a portion of the Prestwick Tract, on the terms set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received by Grantor, receipt and sufficiency of which are acknowledged, and the benefits to accrue to the Parties pursuant to the terms hereof, Grantor and Grantee covenant and agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee a temporary construction easement (the "Easement") in, on, under, over, across and through that certain portion of land within the Prestwick Tract as more particularly shown on Exhibit A attached hereto and incorporated herein (the "Easement Area"), for the purposes of (a) constructing an eight feet (8')

wide trail consisting of a sidewalk, hardscape (including any necessary retaining walls), and landscaping (the "Trail Improvements") within the Easement Area, and (b) any and all other purposes reasonably incidental or related thereto, including, without limitation, the right of ingress and egress within the Easement Area. Grantee shall not park and/or store any of its vehicles, equipment or materials on the Easement Area or on Grantor's adjacent property. Grantee acknowledges and agrees that the Grantor's property includes a public school, and Grantor shall ensure that all work to be performed on the Easement Area (other than emergency repairs) shall be sufficiently fenced and barricaded to prevent students from entering the work area. The Trail Improvements and any work in the Easement Area must not pose any safety hazard to students or the general public.

TO HAVE AND TO HOLD the Easement for the uses, benefits and purposes set forth in this Agreement, and Grantor binds itself and its successors and assigns to warrant and forever defend the Easement against anyone claiming or to claim the same, by, through or under Grantor, but not otherwise. The Easement is conveyed and accepted in its "AS-IS," "WHERE IS" condition, with no warranties or representations, express or implied, other than the warranty of title expressly stated herein.

2. Non-Exclusive; Use of Easement Area by Grantor; No Impediments. The Easement is non-exclusive, and Grantor reserves all rights in, on, under and over the Easement Area, will continue to have the right to use and enjoy the Easement Area for any uses, and will continue to have the right to grant other rights and easements in, on, under and over the Easement Area to other persons and entities for any use, PROVIDED THAT no such other use or easement will unreasonably interfere with the use of the Easement Area for the purposes of the Easement granted in this Agreement. This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the Easement Area, to the extent that the same may still be in force and effect, shown of record in office of the County Clerk of Denton County, Texas or shown on the attached Exhibit. Grantee may perform title work at Grantee's sole cost and expense, to confirm whether there are any recorded liens, attachments, easements, or other encumbrances which would affect the title or right of Grantor to convey the Easement to the Grantee for the purposes described herein.

3. Restoration of Property. Immediately after completion of the construction of the Trail Improvements within the Easement Area pursuant to the rights granted by this Agreement, Grantee, at its sole cost and expense, will restore the surface of the Easement Area to substantially the same condition that existed prior to the commencement of such work, which includes restoring the turf within the Easement Area, but excludes restoring any trees, shrubs and structures within the Easement Area that were removed as a result of Grantee's completion of the Trail Improvements within the Easement Area. Grantee shall be responsible for repairing any damages to the Easement Area, the Prestwick Tract or any existing utilities located therein, caused by the act or omission of Grantee or Grantee's contractor, agent, employee, or consultant.

4. Binding Effect; Termination; Assignment. The benefits and burdens of this Easement are binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, successors-in-title and assigns; provided, however the Easement will terminate upon (a) the completion of the Trail Improvements or (b) August 15, 2021, whichever is earlier. Except as may be expressly provided herein, nothing contained in this Agreement is

intended or will be deemed to benefit any third party, and no such third party will be entitled to enforce any rights that Grantor or Grantee may have under this Agreement. This Agreement is not intended, and nothing herein will be construed, to make the Parties partners, co-tenants or joint venturers with each other, or to authorize either party to act as the agent of the other.

5. Entire Agreement; Modification. This instrument constitutes the entire agreement between the Parties regarding the subject matter hereof, and may not be amended orally, but may only be amended by written instrument duly executed by Grantee and Grantor, and, if this Easement is filed of record in the real property records of Denton County, Texas, then such amendment must be filed of record in the real property records of Denton County, Texas. No consent or approval of any other party will be required. The Recitals set forth above constitute a part of this Agreement.

6. Illegal Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there will be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall be in Denton County, Texas.

8. Counterpart Execution. This instrument may be executed in two or more original counterparts, each of which will be taken to be an original and all collectively but one instrument.

9. Liens. Grantor represents and warrants that there are no liens encumbering the Easement Area as this is public property owned by a political subdivision of the State of Texas.

10. Immunity. By entering into this Agreement, Grantor does not waive any immunities to which Grantor may be entitled under Texas law.

11. INDEMNITY. GRANTEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM CLAIMS, DAMAGES, LIABILITIES, EXPENSES OR ANY OTHER LOSSES IN ANY FORM, INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE NEGLIGENT ACTS OR OMISSIONS OF GRANTEE OR GRANTEE'S CONTRACTOR, AGENT, EMPLOYEE, OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT.

12. Compliance with Laws. Grantee, at Grantee's sole cost and expense shall comply in all material respects with all governmental ordinances, zoning, laws and regulations, now existing or hereinafter enacted, and any requirements imposed by any court of law applicable to Grantee's use of the Easement Area.

13. Insurance. If requested by Grantor, Grantee shall provide to Grantor a certificate(s) of insurance evidencing Grantee's insurance coverage and policy limits.

[Signature Pages Follow]

EXECUTED TO BE EFFECTIVE as of the date first written above.

GRANTOR:

BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By: _____
David Montemayor, President of Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by David Montemayor, President of the Board of Trustees of the Little Elm Independent School District, on behalf of said district.

[SEAL]

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary

GRANTEE:

TP WESTBURY IV, LLC,
a Texas limited liability company

By: TP Venture Holdings, LP,
a Texas limited partnership,
its manager

By: Wynnwood Peninsula Partners GP, LLC,
a Texas limited liability company,
its general partner

By: Matthews Holdings Southwest, Inc.,
a Texas corporation,
its manager

By: _____
Kristian T. Teleki, Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by Kristian Teleki, Senior Vice President of Matthews Holdings Southwest, Inc., a Texas
corporation, the manager of Wynnwood Peninsula Partners GP, LLC, a Texas limited liability
company, the general partner of TP Venture Holdings, LP, a Texas limited partnership, the
manager of TP Westbury IV, LLC, a Texas limited liability company, on behalf of said entities.

My Commission Expires:

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Printed Name of Notary

EXHIBIT A
Description and Depiction of Easement Area on the Prestwick Tract

[Attached hereto]

EXHIBIT C
Form of Trail Maintenance Easement

[Attached hereto]

TRAIL MAINTENANCE EASEMENT AGREEMENT

THIS TRAIL MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2020, by and between THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("Grantor"), and THE TRIBUTE OWNERS ASSOCIATION, INC., a Texas property owners association and Texas non-profit corporation ("Grantee"), collectively, the "Parties."

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received by Grantor, receipt and sufficiency of which are acknowledged, and the benefits to accrue to the Parties pursuant to the terms hereof, Grantor and Grantee covenant and agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee a permanent, non-exclusive easement (the "Easement") in, on, under, over, across and through those certain tracts of land described in the attached Exhibit A (the "Easement Area") for the purpose of (a) ongoing maintenance, reconstruction and repair of the trail and any associated hardscape, and landscape improvements (the "Trail Improvements") within the Easement Area and (b) any and all other purposes reasonably incidental or related thereto, including, without limitation, the right of ingress and egress within the Easement Area. Grantee shall not park and/or store any of its vehicles, equipment or materials on the Easement Area or on Grantor's adjacent property. Grantee acknowledges and agrees that the Grantor's property includes a public school, and Grantor shall ensure that all reconstruction or repair work to be performed on the Easement Area (other than emergency repairs) shall be sufficiently fenced or barricaded to prevent students from entering the work area. Any work in the Easement Area must not pose any safety hazard to students or the general public. Grantee shall be responsible for any costs for any maintenance, reconstruction and repair of the Trail Improvements.

TO HAVE AND TO HOLD the Easement for the uses, benefits and purposes set forth in this Agreement, and Grantor binds itself and its successors and assigns to warrant and forever defend the Easement against anyone claiming or to claim the same, by, through or under Grantor, but not otherwise. The Easement is conveyed and accepted in its "AS-IS," "WHERE IS" condition, with no warranties or representations, express or implied, other than the warranty of title expressly stated herein.

2. Non-Exclusive; Use of Easement Area by Grantor; No Impediments. The Easement is non-exclusive, and Grantor reserves all rights in, on, under and over the Easement Area, will continue to have the right to use and enjoy the Easement Area for any uses, and will continue to have the right to grant other rights and easements in, on, under and over the Easement Area to other persons and entities for any use, PROVIDED THAT no such other use or easement will unreasonably interfere with the use of the Easement Area for the purposes of the Easement granted in this Agreement. This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the Easement Area, to the extent that the same may still be in force and effect, shown of record in office of the County Clerk of Denton County, Texas or shown on the attached Exhibit. Grantee may perform title work at Grantee's sole cost and expense, to confirm whether there are any recorded liens, attachments, easements, or other encumbrances

which would affect the title or right of Grantor to convey the Easement to the Grantee for the purposes described herein.

3. Restoration of Property. Grantee shall be responsible for repairing any damages to the Easement Area or existing utilities located therein caused by the act or omission of Grantee or Grantee's contractor, agent, employee, or consultant.

4. Binding Effect; Assignment. The benefits and burdens of this Easement run with the land and are binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, successors-in-title and assigns. Except as may be expressly provided herein, nothing contained in this Agreement is intended or will be deemed to benefit any third party, and no such third party will be entitled to enforce any rights that Grantor or Grantee may have under this Agreement. This Agreement is not intended, and nothing herein will be construed, to make the Parties partners, co-tenants or joint venturers with each other, or to authorize either party to act as the agent of the other.

5. Entire Agreement; Modification. This instrument constitutes the entire agreement between the Parties regarding the subject matter hereof, and may not be amended orally, but may only be amended by written instrument duly executed by the Parties, and duly filed of record in the real property records of Denton County, Texas. No consent or approval of any other party will be required.

6. Illegal Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there will be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall be in Denton County, Texas.

8. Counterpart Execution. This instrument may be executed in two or more original counterparts, each of which will be taken to be an original and all collectively but one instrument.

9. Liens. Grantor represents and warrants that there are no liens encumbering the Easement Area as this is public property owned by a political subdivision of the State of Texas.

10. Immunity. By entering into this Agreement, Grantor does not waive any immunities to which Grantor may be entitled under Texas law.

11. INDEMNITY. GRANTEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM CLAIMS, DAMAGES, LIABILITIES, EXPENSES OR ANY OTHER LOSSES IN ANY FORM, INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE NEGLIGENT ACTS OR OMISSIONS OF GRANTEE OR GRANTEE'S CONTRACTOR, AGENT,

EMPLOYEE, OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT.

12. Compliance with Laws. Grantee, at Grantee's sole cost and expense shall comply in all material respects with all governmental ordinances, zoning, laws and regulations, now existing or hereinafter enacted, and any requirements imposed by any court of law applicable to Grantee's use of the Easement Area.

13. Insurance. If requested by Grantor, Grantee shall provide to Grantor a certificate(s) of insurance evidencing Grantee's insurance coverage and policy limits.

[Signature Pages Follow]

EXECUTED TO BE EFFECTIVE as of the date first written above.

GRANTOR:

BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By: _____
David Montemayor, President of Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by David Montemayor, President of the Board of Trustees of the Little Elm Independent School District, on behalf of said district.

[SEAL]

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary

GRANTEE: THE TRIBUTE OWNERS ASSOCIATION, INC.,
a Texas property owners association

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2020, by _____, the _____ of The Tribute Owners Association, Inc., a Texas property owners association and Texas non-profit corporation, on behalf of said entity.

Notary Public for the State of Texas

AFTER RECORDING RETURN TO:
THE TRIBUTE OWNERS ASSOCIATION, INC.
c/o CMA
1800 Preston Park Blvd., Suite 240
Plano, Texas 75093

EXHIBIT A
Description and Depiction of Easement Area on the Prestwick Tract

[Attached hereto]

EXHIBIT D
Form of Wall/Fence Maintenance Easement

[Attached hereto]

MAINTENANCE EASEMENT AGREEMENT (Wall and Fence)

THIS MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2020, by and between THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("Grantor"), and THE TRIBUTE OWNERS ASSOCIATION, INC., a Texas property owners association and Texas non-profit corporation ("Grantee"), collectively, the "Parties."

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received by Grantor, receipt and sufficiency of which are acknowledged, and the benefits to accrue to the Parties pursuant to the terms hereof, Grantor and Grantee covenant and agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee a permanent, non-exclusive easement (the "Easement") in, on, under, over, across and through that certain tract of land described in the attached Exhibit A (the "Easement Area") for the purpose of (a) ongoing maintenance, reconstruction and repair of the fence and retaining wall improvements (the "Improvements") adjacent to the Easement Area and (b) any and all other purposes reasonably incidental or related thereto, including, without limitation, the right of ingress and egress within the Easement Area. Grantee shall not park and/or store any of its vehicles, equipment or materials on the Easement Area or on Grantor's adjacent property. Grantee acknowledges and agrees that the Grantor's property includes a public school, and Grantor shall ensure that all reconstruction or repair work to be performed on the Easement Area (other than emergency repairs) shall be sufficiently fenced or barricaded to prevent students from entering the work area. Any work in the Easement Area must not pose any safety hazard to students or the general public. Grantee shall be responsible for any costs for any maintenance, reconstruction and repair of the Improvements.

TO HAVE AND TO HOLD the Easement for the uses, benefits and purposes set forth in this Agreement, and Grantor binds itself and its successors and assigns to warrant and forever defend the Easement against anyone claiming or to claim the same, by, through or under Grantor, but not otherwise. The Easement is conveyed and accepted in its "AS-IS," "WHERE IS" condition, with no warranties or representations, express or implied, other than the warranty of title expressly stated herein.

2. Non-Exclusive; Use of Easement Area by Grantor; No Impediments. The Easement is non-exclusive, and Grantor reserves all rights in, on, under and over the Easement Area, will continue to have the right to use and enjoy the Easement Area for any uses, and will continue to have the right to grant other rights and easements in, on, under and over the Easement Area to other persons and entities for any use, PROVIDED THAT no such other use or easement will unreasonably interfere with the use of the Easement Area for the purposes of the Easement granted in this Agreement. This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the Easement Area, to the extent that the same may still be in force and effect, shown of record in office of the County Clerk of Denton County, Texas or shown on the attached Exhibit. Grantee may perform title work at Grantee's sole cost and expense, to confirm whether there are any recorded liens, attachments, easements, or other encumbrances

which would affect the title or right of Grantor to convey the Easement to the Grantee for the purposes described herein.

3. Restoration of Property. Grantee shall be responsible for repairing any damages to the Easement Area or existing utilities located therein caused by the act or omission of Grantee or Grantee's contractor, agent, employee, or consultant.

4. Binding Effect; Assignment. The benefits and burdens of this Easement run with the land and are binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, successors-in-title and assigns. Except as may be expressly provided herein, nothing contained in this Agreement is intended or will be deemed to benefit any third party, and no such third party will be entitled to enforce any rights that Grantor or Grantee may have under this Agreement. This Agreement is not intended, and nothing herein will be construed, to make the Parties partners, co-tenants or joint venturers with each other, or to authorize either party to act as the agent of the other.

5. Entire Agreement; Modification. This instrument constitutes the entire agreement between the Parties regarding the subject matter hereof, and may not be amended orally, but may only be amended by written instrument duly executed by the Parties, and duly filed of record in the real property records of Denton County, Texas. No consent or approval of any other party will be required.

6. Illegal Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there will be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall be in Denton County, Texas.

8. Counterpart Execution. This instrument may be executed in two or more original counterparts, each of which will be taken to be an original and all collectively but one instrument.

9. Liens. Grantor represents and warrants that there are no liens encumbering the Easement Area as this is public property owned by a political subdivision of the State of Texas.

10. Immunity. By entering into this Agreement, Grantor does not waive any immunities to which Grantor may be entitled under Texas law.

11. INDEMNITY. GRANTEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM CLAIMS, DAMAGES, LIABILITIES, EXPENSES OR ANY OTHER LOSSES IN ANY FORM, INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE NEGLIGENT ACTS OR OMISSIONS OF GRANTEE OR GRANTEE'S CONTRACTOR, AGENT,

EMPLOYEE, OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT.

12. Compliance with Laws. Grantee, at Grantee's sole cost and expense shall comply in all material respects with all governmental ordinances, zoning, laws and regulations, now existing or hereinafter enacted, and any requirements imposed by any court of law applicable to Grantee's use of the Easement Area.

13. Insurance. If requested by Grantor, Grantee shall provide to Grantor a certificate(s) of insurance evidencing Grantee's insurance coverage and policy limits.

[Signature Pages Follow]

EXECUTED TO BE EFFECTIVE as of the date first written above.

GRANTOR:

BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By: _____
David Montemayor, President of Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by David Montemayor, President of the Board of Trustees of the Little Elm Independent School District, on behalf of said district.

[SEAL]

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary

GRANTEE: THE TRIBUTE OWNERS ASSOCIATION, INC.,
a Texas property owners association

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2020, by _____, the _____ of The Tribute Owners Association, Inc., a Texas property owners association and Texas non-profit corporation, on behalf of said entity.

Notary Public for the State of Texas

AFTER RECORDING RETURN TO:
THE TRIBUTE OWNERS ASSOCIATION, INC.
c/o CMA
1800 Preston Park Blvd., Suite 240
Plano, Texas 75093

EXHIBIT A

Description and Depiction of Easement Area on the Prestwick Tract

A five feet (5') wide strip within Lot 1R1, Block A, Replat Tribute K-8 Academy Addition, an addition to the City of The Colony, Denton County, Texas according to the plat thereof recorded in County Clerk No. 2019-500, Plat Records, Denton County, Texas along that common boundary line with Lot 2, Block A, Replat Tribute K-8 Academy Addition, an addition to the City of The Colony, Denton County, Texas according to the plat thereof recorded in County Clerk No. 2019-500, Plat Records, Denton County, Texas.

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS TEMPORARY CONSTRUCTION EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2020, by and between THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("Grantor"), and TP WESTBURY IV, LLC, a Texas limited liability company ("Grantee"), collectively, the "Parties."

RECITALS:

A. Prior to the date hereof, Grantor sold and conveyed to Grantee that certain Lot 2, Block A, Replat Tribute K-8 Academy Addition, an addition to the City of The Colony, Denton County, Texas according to the plat thereof recorded in County Clerk No. 2019-500, Plat Records, Denton County, Texas ("Lot 2"), pursuant to that certain Real Estate Sales Contract (the "Original Contract") dated effective as of May 29, 2019, that certain First Amendment to Real Estate Sales Contract dated effective as of September 17, 2019, that certain Second Amendment to Real Estate Sales Contract dated effective as of November 11, 2019, that certain Third Amendment to Real Estate Contract dated effective on or about December 4, 2019 (the "Third Amendment"), and that certain Fourth Amendment to Real Estate Contract dated effective as of January 14, 2020 (the "Fourth Amendment"), all between Tribute Partners, L.P. ("Original Buyer") and Grantor. Original Buyer assigned its rights as "Buyer" in the Original Contract, as amended, to Grantee and Grantee assumed the obligations of "Buyer" in the Original Contract, as amended, from Original Buyer by that certain Assignment of Contract dated effective as of January 24, 2020. Grantor and Grantee entered into that certain Fifth Amendment to Real Estate Sales Contract dated effective as of September 11, 2020 (the "Fifth Amendment"). The Original Contract, as amended and assigned, is referred to in this Agreement as the "Contract".

B. Grantor is the owner of that certain Lot 1R1, Block A, Replat Tribute K-8 Academy Addition, an addition to the City of The Colony, Denton County, Texas according to the plat thereof recorded in County Clerk No. 2019-500, Plat Records, Denton County, Texas ("Prestwick Tract").

C. In connection with the sale and conveyance of Lot 2 by Grantor to Grantee, Grantee has agreed to construct a pedestrian trail on the Prestwick Tract and Grantor has agreed to grant to Grantee a temporary construction easement in, on, under, over, across and through a portion of the Prestwick Tract, on the terms set forth herein.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received by Grantor, receipt and sufficiency of which are acknowledged, and the benefits to accrue to the Parties pursuant to the terms hereof, Grantor and Grantee covenant and agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee a temporary construction easement (the "Easement") in, on, under, over, across and through that certain portion of land within the Prestwick Tract as more particularly shown on Exhibit A attached hereto and incorporated herein (the "Easement Area"), for the purposes of (a) constructing an eight feet (8')

wide trail consisting of a sidewalk, hardscape (including any necessary retaining walls), and landscaping (the "Trail Improvements") within the Easement Area, and (b) any and all other purposes reasonably incidental or related thereto, including, without limitation, the right of ingress and egress within the Easement Area. Grantee shall not park and/or store any of its vehicles, equipment or materials on the Easement Area or on Grantor's adjacent property. Grantee acknowledges and agrees that the Grantor's property includes a public school, and Grantor shall ensure that all work to be performed on the Easement Area (other than emergency repairs) shall be sufficiently fenced and barricaded to prevent students from entering the work area. The Trail Improvements and any work in the Easement Area must not pose any safety hazard to students or the general public.

TO HAVE AND TO HOLD the Easement for the uses, benefits and purposes set forth in this Agreement, and Grantor binds itself and its successors and assigns to warrant and forever defend the Easement against anyone claiming or to claim the same, by, through or under Grantor, but not otherwise. The Easement is conveyed and accepted in its "AS-IS," "WHERE IS" condition, with no warranties or representations, express or implied, other than the warranty of title expressly stated herein.

2. Non-Exclusive; Use of Easement Area by Grantor; No Impediments. The Easement is non-exclusive, and Grantor reserves all rights in, on, under and over the Easement Area, will continue to have the right to use and enjoy the Easement Area for any uses, and will continue to have the right to grant other rights and easements in, on, under and over the Easement Area to other persons and entities for any use, PROVIDED THAT no such other use or easement will unreasonably interfere with the use of the Easement Area for the purposes of the Easement granted in this Agreement. This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the Easement Area, to the extent that the same may still be in force and effect, shown of record in office of the County Clerk of Denton County, Texas or shown on the attached Exhibit. Grantee may perform title work at Grantee's sole cost and expense, to confirm whether there are any recorded liens, attachments, easements, or other encumbrances which would affect the title or right of Grantor to convey the Easement to the Grantee for the purposes described herein.

3. Restoration of Property. Immediately after completion of the construction of the Trail Improvements within the Easement Area pursuant to the rights granted by this Agreement, Grantee, at its sole cost and expense, will restore the surface of the Easement Area to substantially the same condition that existed prior to the commencement of such work, which includes restoring the turf within the Easement Area, but excludes restoring any trees, shrubs and structures within the Easement Area that were removed as a result of Grantee's completion of the Trail Improvements within the Easement Area. Grantee shall be responsible for repairing any damages to the Easement Area, the Prestwick Tract or any existing utilities located therein, caused by the act or omission of Grantee or Grantee's contractor, agent, employee, or consultant.

4. Binding Effect; Termination; Assignment. The benefits and burdens of this Easement are binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, successors-in-title and assigns; provided, however the Easement will terminate upon (a) the completion of the Trail Improvements or (b) August 15, 2021, whichever is earlier. Except as may be expressly provided herein, nothing contained in this Agreement is

intended or will be deemed to benefit any third party, and no such third party will be entitled to enforce any rights that Grantor or Grantee may have under this Agreement. This Agreement is not intended, and nothing herein will be construed, to make the Parties partners, co-tenants or joint venturers with each other, or to authorize either party to act as the agent of the other.

5. Entire Agreement; Modification. This instrument constitutes the entire agreement between the Parties regarding the subject matter hereof, and may not be amended orally, but may only be amended by written instrument duly executed by Grantee and Grantor, and, if this Easement is filed of record in the real property records of Denton County, Texas, then such amendment must be filed of record in the real property records of Denton County, Texas. No consent or approval of any other party will be required. The Recitals set forth above constitute a part of this Agreement.

6. Illegal Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there will be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall be in Denton County, Texas.

8. Counterpart Execution. This instrument may be executed in two or more original counterparts, each of which will be taken to be an original and all collectively but one instrument.

9. Liens. Grantor represents and warrants that there are no liens encumbering the Easement Area as this is public property owned by a political subdivision of the State of Texas.

10. Immunity. By entering into this Agreement, Grantor does not waive any immunities to which Grantor may be entitled under Texas law.

11. INDEMNITY. GRANTEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM CLAIMS, DAMAGES, LIABILITIES, EXPENSES OR ANY OTHER LOSSES IN ANY FORM, INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE NEGLIGENT ACTS OR OMISSIONS OF GRANTEE OR GRANTEE'S CONTRACTOR, AGENT, EMPLOYEE, OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT.

12. Compliance with Laws. Grantee, at Grantee's sole cost and expense shall comply in all material respects with all governmental ordinances, zoning, laws and regulations, now existing or hereinafter enacted, and any requirements imposed by any court of law applicable to Grantee's use of the Easement Area.

13. Insurance. If requested by Grantor, Grantee shall provide to Grantor a certificate(s) of insurance evidencing Grantee's insurance coverage and policy limits.

[Signature Pages Follow]

EXECUTED TO BE EFFECTIVE as of the date first written above.

GRANTOR:

BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By: _____
David Montemayor, President of Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by David Montemayor, President of the Board of Trustees of the Little Elm Independent School District, on behalf of said district.

[SEAL]

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary

GRANTEE:

TP WESTBURY IV, LLC,
a Texas limited liability company

By: TP Venture Holdings, LP,
a Texas limited partnership,
its manager

By: Wynnwood Peninsula Partners GP, LLC,
a Texas limited liability company,
its general partner

By: Matthews Holdings Southwest, Inc.,
a Texas corporation,
its manager

By: _____
Kristian T. Teleki, Senior Vice President

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020,
by Kristian Teleki, Senior Vice President of Matthews Holdings Southwest, Inc., a Texas
corporation, the manager of Wynnwood Peninsula Partners GP, LLC, a Texas limited liability
company, the general partner of TP Venture Holdings, LP, a Texas limited partnership, the
manager of TP Westbury IV, LLC, a Texas limited liability company, on behalf of said entities.

My Commission Expires:

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

Printed Name of Notary

EXHIBIT A
Description and Depiction of Easement Area on the Prestwick Tract

[Attached hereto]



tribute
westbury
phase v

conceptual
landscape layout
plan

The Colony, Texas
10/02/20

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201

(214) 744 0757
tbgpartners.com

The information shown is based on
the best information available and is
subject to change without notice.

TRAIL MAINTENANCE EASEMENT AGREEMENT

THIS TRAIL MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2020, by and between THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("Grantor"), and THE TRIBUTE OWNERS ASSOCIATION, INC., a Texas property owners association and Texas non-profit corporation ("Grantee"), collectively, the "Parties."

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received by Grantor, receipt and sufficiency of which are acknowledged, and the benefits to accrue to the Parties pursuant to the terms hereof, Grantor and Grantee covenant and agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee a permanent, non-exclusive easement (the "Easement") in, on, under, over, across and through those certain tracts of land described in the attached Exhibit A (the "Easement Area") for the purpose of (a) ongoing maintenance, reconstruction and repair of the trail and any associated hardscape, and landscape improvements (the "Trail Improvements") within the Easement Area and (b) any and all other purposes reasonably incidental or related thereto, including, without limitation, the right of ingress and egress within the Easement Area. Grantee shall not park and/or store any of its vehicles, equipment or materials on the Easement Area or on Grantor's adjacent property. Grantee acknowledges and agrees that the Grantor's property includes a public school, and Grantor shall ensure that all reconstruction or repair work to be performed on the Easement Area (other than emergency repairs) shall be sufficiently fenced or barricaded to prevent students from entering the work area. Any work in the Easement Area must not pose any safety hazard to students or the general public. Grantee shall be responsible for any costs for any maintenance, reconstruction and repair of the Trail Improvements.

TO HAVE AND TO HOLD the Easement for the uses, benefits and purposes set forth in this Agreement, and Grantor binds itself and its successors and assigns to warrant and forever defend the Easement against anyone claiming or to claim the same, by, through or under Grantor, but not otherwise. The Easement is conveyed and accepted in its "AS-IS," "WHERE IS" condition, with no warranties or representations, express or implied, other than the warranty of title expressly stated herein.

2. Non-Exclusive; Use of Easement Area by Grantor; No Impediments. The Easement is non-exclusive, and Grantor reserves all rights in, on, under and over the Easement Area, will continue to have the right to use and enjoy the Easement Area for any uses, and will continue to have the right to grant other rights and easements in, on, under and over the Easement Area to other persons and entities for any use, PROVIDED THAT no such other use or easement will unreasonably interfere with the use of the Easement Area for the purposes of the Easement granted in this Agreement. This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the Easement Area, to the extent that the same may still be in force and effect, shown of record in office of the County Clerk of Denton County, Texas or shown on the attached Exhibit. Grantee may perform title work at Grantee's sole cost and expense, to confirm whether there are any recorded liens, attachments, easements, or other encumbrances

which would affect the title or right of Grantor to convey the Easement to the Grantee for the purposes described herein.

3. Restoration of Property. Grantee shall be responsible for repairing any damages to the Easement Area or existing utilities located therein caused by the act or omission of Grantee or Grantee's contractor, agent, employee, or consultant.

4. Binding Effect; Assignment. The benefits and burdens of this Easement run with the land and are binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, successors-in-title and assigns. Except as may be expressly provided herein, nothing contained in this Agreement is intended or will be deemed to benefit any third party, and no such third party will be entitled to enforce any rights that Grantor or Grantee may have under this Agreement. This Agreement is not intended, and nothing herein will be construed, to make the Parties partners, co-tenants or joint venturers with each other, or to authorize either party to act as the agent of the other.

5. Entire Agreement; Modification. This instrument constitutes the entire agreement between the Parties regarding the subject matter hereof, and may not be amended orally, but may only be amended by written instrument duly executed by the Parties, and duly filed of record in the real property records of Denton County, Texas. No consent or approval of any other party will be required.

6. Illegal Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there will be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall be in Denton County, Texas.

8. Counterpart Execution. This instrument may be executed in two or more original counterparts, each of which will be taken to be an original and all collectively but one instrument.

9. Liens. Grantor represents and warrants that there are no liens encumbering the Easement Area as this is public property owned by a political subdivision of the State of Texas.

10. Immunity. By entering into this Agreement, Grantor does not waive any immunities to which Grantor may be entitled under Texas law.

11. INDEMNITY. GRANTEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM CLAIMS, DAMAGES, LIABILITIES, EXPENSES OR ANY OTHER LOSSES IN ANY FORM, INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE NEGLIGENT ACTS OR OMISSIONS OF GRANTEE OR GRANTEE'S CONTRACTOR, AGENT,

EMPLOYEE, OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT.

12. Compliance with Laws. Grantee, at Grantee's sole cost and expense shall comply in all material respects with all governmental ordinances, zoning, laws and regulations, now existing or hereinafter enacted, and any requirements imposed by any court of law applicable to Grantee's use of the Easement Area.

13. Insurance. If requested by Grantor, Grantee shall provide to Grantor a certificate(s) of insurance evidencing Grantee's insurance coverage and policy limits.

[Signature Pages Follow]

EXECUTED TO BE EFFECTIVE as of the date first written above.

GRANTOR:

BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By: _____
David Montemayor, President of Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by David Montemayor, President of the Board of Trustees of the Little Elm Independent School District, on behalf of said district.

[SEAL]

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary

GRANTEE: THE TRIBUTE OWNERS ASSOCIATION, INC.,
a Texas property owners association

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2020, by _____, the _____ of The Tribute Owners Association, Inc., a Texas property owners association and Texas non-profit corporation, on behalf of said entity.

Notary Public for the State of Texas

AFTER RECORDING RETURN TO:
THE TRIBUTE OWNERS ASSOCIATION, INC.
c/o CMA
1800 Preston Park Blvd., Suite 240
Plano, Texas 75093

EXHIBIT A
Description and Depiction of Easement Area on the Prestwick Tract

[Attached hereto]



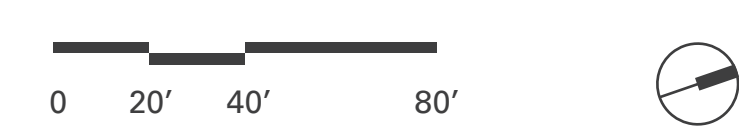
tribute
westbury
phase v

conceptual
landscape layout
plan

The Colony, Texas
10/02/20

TBG
2001 Bryan St.
Suite 1450
Dallas, Texas 75201
[214] 744 0757
tbgpartners.com

The information shown is based on
the best information available and is
subject to change without notice.



MAINTENANCE EASEMENT AGREEMENT (Wall and Fence)

THIS MAINTENANCE EASEMENT AGREEMENT (this "Agreement") is entered into as of _____, 2020, by and between THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, a political subdivision of the State of Texas ("Grantor"), and THE TRIBUTE OWNERS ASSOCIATION, INC., a Texas property owners association and Texas non-profit corporation ("Grantee"), collectively, the "Parties."

FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00) and other good and valuable consideration received by Grantor, receipt and sufficiency of which are acknowledged, and the benefits to accrue to the Parties pursuant to the terms hereof, Grantor and Grantee covenant and agree as follows:

1. Grant of Easement. Grantor grants and conveys to Grantee a permanent, non-exclusive easement (the "Easement") in, on, under, over, across and through that certain tract of land described in the attached Exhibit A (the "Easement Area") for the purpose of (a) ongoing maintenance, reconstruction and repair of the fence and retaining wall improvements (the "Improvements") adjacent to the Easement Area and (b) any and all other purposes reasonably incidental or related thereto, including, without limitation, the right of ingress and egress within the Easement Area. Grantee shall not park and/or store any of its vehicles, equipment or materials on the Easement Area or on Grantor's adjacent property. Grantee acknowledges and agrees that the Grantor's property includes a public school, and Grantor shall ensure that all reconstruction or repair work to be performed on the Easement Area (other than emergency repairs) shall be sufficiently fenced or barricaded to prevent students from entering the work area. Any work in the Easement Area must not pose any safety hazard to students or the general public. Grantee shall be responsible for any costs for any maintenance, reconstruction and repair of the Improvements.

TO HAVE AND TO HOLD the Easement for the uses, benefits and purposes set forth in this Agreement, and Grantor binds itself and its successors and assigns to warrant and forever defend the Easement against anyone claiming or to claim the same, by, through or under Grantor, but not otherwise. The Easement is conveyed and accepted in its "AS-IS," "WHERE IS" condition, with no warranties or representations, express or implied, other than the warranty of title expressly stated herein.

2. Non-Exclusive; Use of Easement Area by Grantor; No Impediments. The Easement is non-exclusive, and Grantor reserves all rights in, on, under and over the Easement Area, will continue to have the right to use and enjoy the Easement Area for any uses, and will continue to have the right to grant other rights and easements in, on, under and over the Easement Area to other persons and entities for any use, PROVIDED THAT no such other use or easement will unreasonably interfere with the use of the Easement Area for the purposes of the Easement granted in this Agreement. This conveyance is made and accepted subject to any and all conditions and restrictions, if any, relating to the Easement Area, to the extent that the same may still be in force and effect, shown of record in office of the County Clerk of Denton County, Texas or shown on the attached Exhibit. Grantee may perform title work at Grantee's sole cost and expense, to confirm whether there are any recorded liens, attachments, easements, or other encumbrances

which would affect the title or right of Grantor to convey the Easement to the Grantee for the purposes described herein.

3. Restoration of Property. Grantee shall be responsible for repairing any damages to the Easement Area or existing utilities located therein caused by the act or omission of Grantee or Grantee's contractor, agent, employee, or consultant.

4. Binding Effect; Assignment. The benefits and burdens of this Easement run with the land and are binding upon and inure to the benefit of the Parties, their respective heirs, personal representatives, successors, successors-in-title and assigns. Except as may be expressly provided herein, nothing contained in this Agreement is intended or will be deemed to benefit any third party, and no such third party will be entitled to enforce any rights that Grantor or Grantee may have under this Agreement. This Agreement is not intended, and nothing herein will be construed, to make the Parties partners, co-tenants or joint venturers with each other, or to authorize either party to act as the agent of the other.

5. Entire Agreement; Modification. This instrument constitutes the entire agreement between the Parties regarding the subject matter hereof, and may not be amended orally, but may only be amended by written instrument duly executed by the Parties, and duly filed of record in the real property records of Denton County, Texas. No consent or approval of any other party will be required.

6. Illegal Provision. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement will not be affected thereby, and in lieu of each such illegal, invalid or unenforceable provision there will be added automatically as a part of this Agreement a provision as close in meaning to such illegal, invalid or unenforceable provision as may be possible and be legal, valid, and enforceable.

7. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas. Venue for any dispute shall be in Denton County, Texas.

8. Counterpart Execution. This instrument may be executed in two or more original counterparts, each of which will be taken to be an original and all collectively but one instrument.

9. Liens. Grantor represents and warrants that there are no liens encumbering the Easement Area as this is public property owned by a political subdivision of the State of Texas.

10. Immunity. By entering into this Agreement, Grantor does not waive any immunities to which Grantor may be entitled under Texas law.

11. INDEMNITY. GRANTEE SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS GRANTOR AND ITS DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS FROM CLAIMS, DAMAGES, LIABILITIES, EXPENSES OR ANY OTHER LOSSES IN ANY FORM, INCLUDING BUT NOT LIMITED TO COURT COSTS AND REASONABLE ATTORNEYS' FEES, ARISING OUT OF OR IN ANY WAY RELATED TO THE NEGLIGENT ACTS OR OMISSIONS OF GRANTEE OR GRANTEE'S CONTRACTOR, AGENT,

EMPLOYEE, OR CONSULTANT IN CONNECTION WITH THIS AGREEMENT.

12. Compliance with Laws. Grantee, at Grantee's sole cost and expense shall comply in all material respects with all governmental ordinances, zoning, laws and regulations, now existing or hereinafter enacted, and any requirements imposed by any court of law applicable to Grantee's use of the Easement Area.

13. Insurance. If requested by Grantor, Grantee shall provide to Grantor a certificate(s) of insurance evidencing Grantee's insurance coverage and policy limits.

[Signature Pages Follow]

EXECUTED TO BE EFFECTIVE as of the date first written above.

GRANTOR:

BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By: _____
David Montemayor, President of Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 2020, by David Montemayor, President of the Board of Trustees of the Little Elm Independent School District, on behalf of said district.

[SEAL]

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary

GRANTEE: THE TRIBUTE OWNERS ASSOCIATION, INC.,
a Texas property owners association

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

The foregoing instrument was acknowledged before me on this the ____ day of _____, 2020, by _____, the _____ of The Tribute Owners Association, Inc., a Texas property owners association and Texas non-profit corporation, on behalf of said entity.

Notary Public for the State of Texas

AFTER RECORDING RETURN TO:
THE TRIBUTE OWNERS ASSOCIATION, INC.
c/o CMA
1800 Preston Park Blvd., Suite 240
Plano, Texas 75093

EXHIBIT A
Description and Depiction of Easement Area on the Prestwick Tract

A five feet (5') wide strip within Lot 1R1, Block A, Replat Tribute K-8 Academy Addition, an addition to the City of The Colony, Denton County, Texas according to the plat thereof recorded in County Clerk No. 2019-500, Plat Records, Denton County, Texas along that common boundary line with Lot 2, Block A, Replat Tribute K-8 Academy Addition, an addition to the City of The Colony, Denton County, Texas according to the plat thereof recorded in County Clerk No. 2019-500, Plat Records, Denton County, Texas.