



Little Elm ISD

Regular Meeting

Monday, August 19, 2019 6:30 PM

Agenda of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD will be held August 19, 2019, beginning at 6:30 PM in the Zellars Center for Learning and Leadership.

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

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

1. Call to Order Open Session in the Board Room at Zellars Center for Learning and Leadership on 300 Lobo Lane, Little Elm, Texas 75068.
2. Pledge of Allegiance
3. Invocation
4. Introduction and Roll Call
5. Approval of Minutes
 - A. Consider Regular Board Meeting Minutes for 7-29-2019 6
Presenter: Sonia S. Flores
6. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
7. The Board will recess into Closed Meeting in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.071, 551.072 and 551.074. The Board and Superintendent will discuss:
 - A. Personnel
 1. Consultation with Attorney Regarding Personnel Matters
 - B. Land
8. Reports of the Superintendent
 - A. Update on AP Performance Incentives 12
Presenter: Dr. Cyndy A. Mika
 - B. 2019 Campus and District Ratings and Accountability Report 18
Presenter: Dr. Cyndy A. Mika
 - C. 2019-2020 First Day of School Summary 47
Presenter: Ross Roberts and Dr. Cyndy A. Mika
 - D. LEISD Construction Program Update 48
Presenter: Rick Martin
9. Action Items

A. Consider Personnel Matters Presenter: G. David Montemayor	49
B. Consider Compensation Plan Presenter: Grant Anderson	50
C. Consider Salary Range Schedule Update for the 2019/2020 School Year Presenter: Grant Anderson	52
D. Consider the Associate Superintendent / Chief Financial Officer's Contract Presenter: Daniel Gallagher	62
E. Consider Six FTE - Paraprofessional (Non-Exempt) Presenter: Grant Anderson	63
F. Consider Financial Reports Presenter: Grant Anderson	66
G. Consider Adoption of Tax Rate for 2019-20 Presenter: Grant Anderson	95
H. Consider Adoption of Budget for 2019-20 Presenter: Grant Anderson	96
I. Consider Little Elm ISD Interlocal Summary Report Presenter: Grant Anderson	98
J. Consider Authorization Exchange of Real Property, Consisting of Approximately 16.376 Acres (at Intersection of ElDorado Parkway and Lakecrest Drive, Town of Lakewood Village, Denton, County, Texas) with Sam Hill Venture Presenter: Rod Reeves	101
K. Consider Little Elm Independent School District Purchase of Real Property, Approximately 1.315 Acres on Hart Road, Little Elm, Texas 75068 (Denton Co. Appraisal District ID No. 284461) Presenter: Rod Reeves	135
L. Consider Interlocal Cooperation Agreement with The Town of Little Elm, Regarding Funding and Construction Obligations for the Reconstruction of French Settlement Road Presenter: Rick Martin	161
10. Consent Agenda	
A. Consider T-PESS Appraisers Presenter: Grant Anderson	182
B. Consider T-TESS Appraisers Presenter: Grant Anderson	185
C. Consider Stipend Allotments for the 2019/2020 School Year Presenter: Grant Anderson	187
D. Consider Guest Teacher (Substitute) Pay Rate Increases Presenter: Grant Anderson	192
E. Consider Student Code of Conduct Presenter: Ross Roberts	193
F. Consider Texas A&M Agrilife Extension Adjunct Faculty Resolution Presenter: Dr. Cyndy A. Mika	245
G. Consider Off Campus Physical Education Sites	254

Presenter: Dr. Ashley Gover	
H. Consider New Course Requests for 2020-2021	257
Presenter: Dr. Ashley Glover	
I. Consider Stadium Lobo Marketing Package Sale	262
Presenter: Dr. Tony Tipton	
J. Consider Final Budget Amendment	269
Presenter: Grant Anderson	
K. Consider Gifts and Donations	273
Presenter: Grant Anderson	
L. Consider Request for Proposal #2019-007 Printing Services	275
Presenter: Grant Anderson	
M. Consider Declaring Technology Equipment Surplus and Authorizing for Disposal and Donation	277
Presenter: Clay Walker	
11. Board President Comments	
Presenter: G. David Montemayor	
12. Board Comments	
13. Superintendent Comments	
14. 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 or 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 8-19-2019	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 - 7-29-2019.				
Presenter or Contact Person:	Sonia S. Flores, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Board Meeting Minutes for July 29, 2019.				
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 July 29, 2019.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for July 29, 2019.				

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, July 29, 2019, beginning at 6:30 PM in the Zellars Center for Learning and Leadership.

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

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 G. David Montemayor called the meeting to order at 6:31pm.
2. Pledge of Allegiance
The Board led those in attendance to The Pledges of the United States Flag and The Texas Flag.
3. Invocation
There was no invocation.
4. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
5. Approval of Minutes
 - A. Regular Board Meeting Minutes - June, 17, 2019
Trustee LeAnna Harding made the first motion to approve this item as submitted. Trustee DeLeon English seconded the motion. The motion passed (7-0).
6. Superintendent Spotlight
 - A. The DeLeon English Type 1 Diabetes Student Awareness Scholarship
Trustee DeLeon English presented two scholarship awards to students who did a research on Type 1 Diabetes. This money were funds left from his campaign.
 - B. Leadership TASB
Trustee Dan Blackwood shared with the Board a presentation in regards to this item. The presentation included the following:
Leadership TASB
 - Texas
 - Lefors ISD
 - Canyon ISD
 - Harlingen ISD
 - Tyler ISD
 - Bullard ISD
 - Technology Books

- Equity Books
- Accountability Books
- Leadership Books
- Immigration Books
- Poverty Books
- Information on District throughout Texas from the smallest to the largest
- Thank you!

C. Board Recognition

Superintendent Daniel Gallagher recognized and thanked Trustee Melissa Myers for her service as Board President.

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. The Board recessed into Closed Meeting in PL1 at 7:05 pm as permitted by the Texas Open Meetings Act Code Subchapter 551.072 and 551.074. The Board and Superintendent discussed:

A. Superintendent's Contract

B. Personnel

C. Land

The Board reconvened at 9:12 pm.

9. Reports of the Superintendent

A. Commitment to Excellence Report

This item was postponed for August.

B. Compensation Presentation for the 2019-2020 School Year

Ms. Cleota Epps shared with the Board the following:

Compensation

- Description of Pay Systems
- Auxiliary, Clerical/Paraprofessional, & Administrators
- Proposed Salary Ranges
- Auxiliary, Clerical/Paraprofessional, & Administrators increases are limited to some actions
- Compensation Guidelines
- Stipends
- Teachers, Nurses, & Librarians

C. Communications Services Update

Ms. Cecelia Jones updated the Board on the following:

Communications Update July 2019

- Goal
- Stay Connected
- Measurement
- Website Refresh
- What's New

10. Action Items

A. Consider Superintendent's Contract

Mr. David Montemayor presented the Superintendent's Contract.

Trustee LeAnna Harding made the first motion to approve this item as discussed in closed session. Trustee DeLeon English seconded the motion. The motion passed (7-0).

B. Consider Proposed Policy -- EK (LOCAL)

Ms. Cleota Epps briefed the Board about Policy 0 EK (LOCAL). The proposed policy, as recommended by the curriculum audit, addresses the appropriate and timely student assessment data, which is needed to ensure the complete alignment of the written, taught, and tested curriculum in order to drive instruction and to continuously improve the academic progress of all students.

Board Vice President Jason Olson made the first motion to approve as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (7-0).

C. Consider Proposed Policy - Update 113

Ms. Cleota Epps updated the Board on Policy 113.

Trustee LeAnna Harding made the first motion to approve this item as submitted. Board Secretary Alejandro Flores seconded the motion. The motion passed (7-0).

D. Consider Financial Reports

Mr. Grant Anderson shared with the Board the following:

LEISD July 29, 2019 Financial Report

- Notes to Financials
- Future Financial Considerations
- 2018-19 General Fund Budget Recap
- Fund Balance
- Bond Projects
- Board Approved Bond Projects
- Board Approved Capital Projects
- Debt Service Fund
- Financials in Board Packet

Board Secretary Jason Olson made the first motion to approve this item as submitted. Trustee DeLeon English seconded the motion. The motion passed (7-0).

E. Consider Little Elm ISD Expenditures over \$50,000 Summary Report

Mr. Grant Anderson share with the Board the list of expenditures over \$50,000.

Board Vice President Jason Olson made the first motion to approve this item with the change of Imagine Learning status from new to renewal. Trustee LeAnna Harding seconded the motion. The motion passed (7-0).

F. Consider Little Elm ISD Interlocal Summary Report

Mr. Grant Anderson briefed the Board on this item. This allows LEISD to purchase products or services from other governmental entities, which have been properly awarded.

Trustee LeAnna Harding made the first motion to approve as submitted. Trustee DeLeon English seconded the motion. The motion passed (7-0).

- G. Consider TASB Risk Management Fund
Mr. Grant Anderson shared with the Board information about this item.
Board Vice President Jason Olson made the first motion to approve as submitted.
Trustee Dan Blackwood seconded the motion. The motion passed (7-0).
- H. Consider Set Date, Time and Place for Public Meeting on Budget and Proposed Tax Rate
Mr. Grant Anderson shared with the Board the set date, time and place for public meeting on budget and proposed tax rate.
Board Secretary Alejandro Flores made the first motion to approve this item as submitted. Trustee LeAnna Harding seconded the motion. The motion passed (7-0).
- I. Consider Glass Safety Film Project
Mr. Rick Martin briefed the Board about this item. This proposal from NGS Films & Graphics to provide and install ballistic film at “Zone 1” areas of all existing campuses and both Middle Schools when completed.
Trustee LeAnna Harding made the first motion to approve as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (7-0).
11. Consent Agenda
- A. Consider Declaring Library Materials Surplus and Authorizing for Disposal
- B. Consider Gifts and Donations
- C. Consider Request for Proposal #2019-002 Food Catering
- D. Consider Request for Proposal #2019-007 Printing Services
- E. Consider 2018 Tax Roll
- F. Consider Amendment No. 1 to Goldstar Transit, Inc. Contract for the 2019-20 School Year
Board Secretary Jason Olson made the first motion to approve the consent agenda as submitted. Trustee DeLeon English seconded the motion. The motion passed (7-0).
12. Board President Comments
President David Montemayor asked the Board for volunteers for TASB Delegates.
Trustee Dan Blackwood will be the delegate and Trustee DeLeon English will be the alternate.
13. Board Comments
Trustee DeLeon English requested information about a time capsule for the two new middle schools. He also thanked the staff for their hard work during the summer.
Trustee Melissa Myers thanked LEISD for the acknowledgement. Ms. Myers mentioned that she’s excited for school to start and that she’s impressed with the communication coming out from the district.
Board Vice President Jason Olson thanked everyone for staying late and reminded the Board about convocation.
Trustee Dan Blackwood requested information about reappointing for community committees, policy committees, financial committees, etc. Mr. Blackwood also talked about Board Goals and equity diversity as well as inclusion policy.

14. Superintendent Comments

- Thank you for the Board's confidence
- Great things to celebrate
- Welcoming new teachers' day was great
- Convocation
- Executive Team thanks for staying

15. Adjournment

Trustee LeAnna Harding made the first motion to adjourn. Trustee DeLeon English seconded the motion. The motion passed (7-0).

The meeting adjourned at 10:23 pm.

Board Agenda Item

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

Board Mtg. Date 08-19-2019	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:	UPDATE ON ADVANCED PLACEMENT PERFORMANCE INCENTIVES				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for Curriculum and Learning				
Policy/Code:	N/A				
Summary:	Administration will provide the Board with an update on changes to AP Performance Incentives.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:					
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Update on Advanced Placement Performance Incentives

13

LEISD has historically paid a monetary incentive to students that score a 4 or 5 on an AP exam.

- 2019: \$55,300
- 2018: \$58,700
- 2017: \$56,200
- 2016: \$51,500



Little Elm ISD

Engage Equip Empower

All of our Kids are All of our Kids

Access Scholarships

- AP Exam Fees
- Dual Credit Tuition
 - Academic
 - CTE
 - Collegiate Academy (opens 2020)
- On-Ramps Tuition



Little Elm ISD

Engage Equip Empower

Number of Students Who Could Benefit Switching from Performance to Access

of AP Students
who Received Performance
Incentive

2019 - 109

2018 - 113

2017 - 106

2016 - 100

of Students who could
benefit from access

OnRamps - 179

Dual Credit - 100

AP Exam Fee - 712



Little Elm ISD

Engage Equip Empower

OnRamps

This was the first year that LEHS students had to pay a fee to take an OnRamps Course. Our enrollment dropped from 535 students in 2018-2019 to 179 students in 2019-2020. The cost was the main reason for the enrollment drop.



Little Elm ISD

Engage Equip Empower

Board Agenda Item

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

Board Mtg. Date 08-19-19	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:	2019 CAMPUS AND DISTRICT RATINGS AND ACCOUNTABILITY REPORT				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	AIB(Legal), EKB(LEGAL)				
Summary:	This report will include the 2019 district and campus accountability ratings, the 2019 state assessment results, and the end of the year Commitment to Excellence results.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	2019 Campus and District Ratings and Accountability Report				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

2019 Campus and District Ratings and Accountability Report

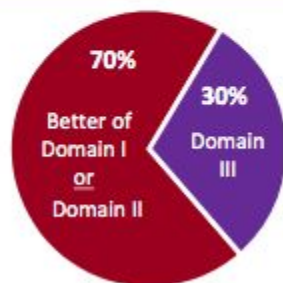
Dr. Cyndy A. Mika
August 19, 2019



Little Elm ISD
Engage Equip Empower

2019 Accountability System

20

**3 Domains rated**

Domain I – Student Achievement

Domain II – School Progress

- Part A – Academic Growth OR

- Part B – Relative Performance

Domain III – Closing the Gaps

Domain II Score = Better of Part A OR Part B

Overall Rating

- 70% = Better of Domain I OR Domain II
- 30% = Domain III

Impact of Campus-level D or F ratings:

- If a district has a campus with an **Overall Rating of D or F**, then the highest **Overall Scale Score** the district can receive is an 89
- If a district has any campus with a **Domain Rating of D or F**, then the highest **Scale Score** the district can receive **for that Domain** is an 89

"Forced Failure" ruleHighest **Overall Scale Score** a District/Campus can earn is a 59 IF**1. District/campus is rated in all 4 Areas**

Domain I

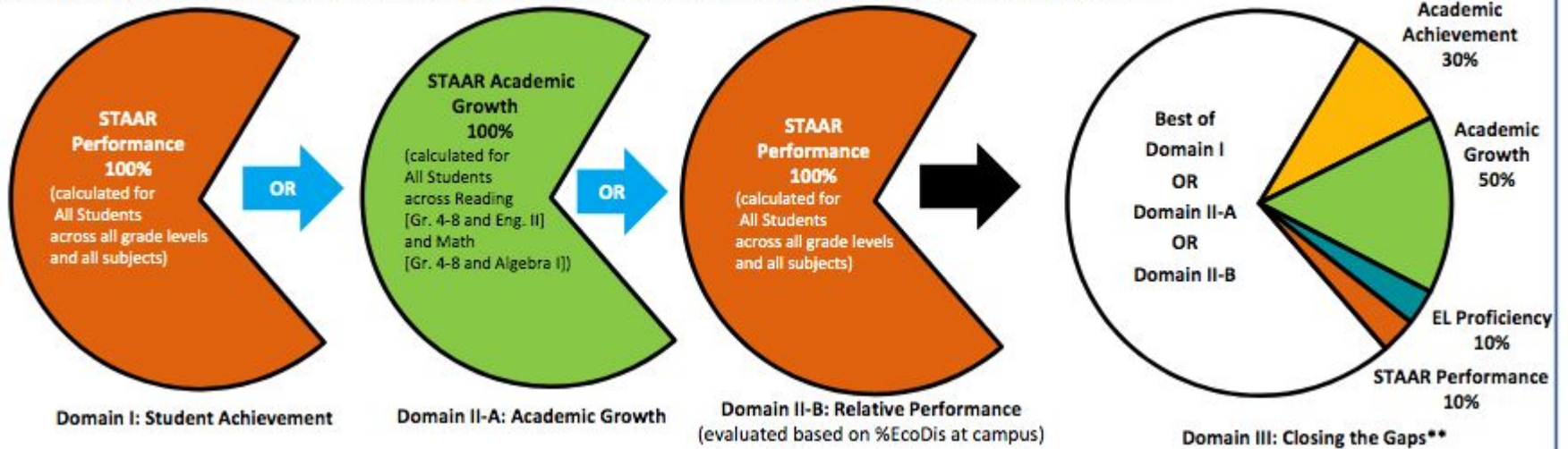
Domain II-A

Domain II-B

Domain III

AND**2. 3 of the 4 ratings are an F****NOT APPLICABLE** if Domain I rating is a D or higher

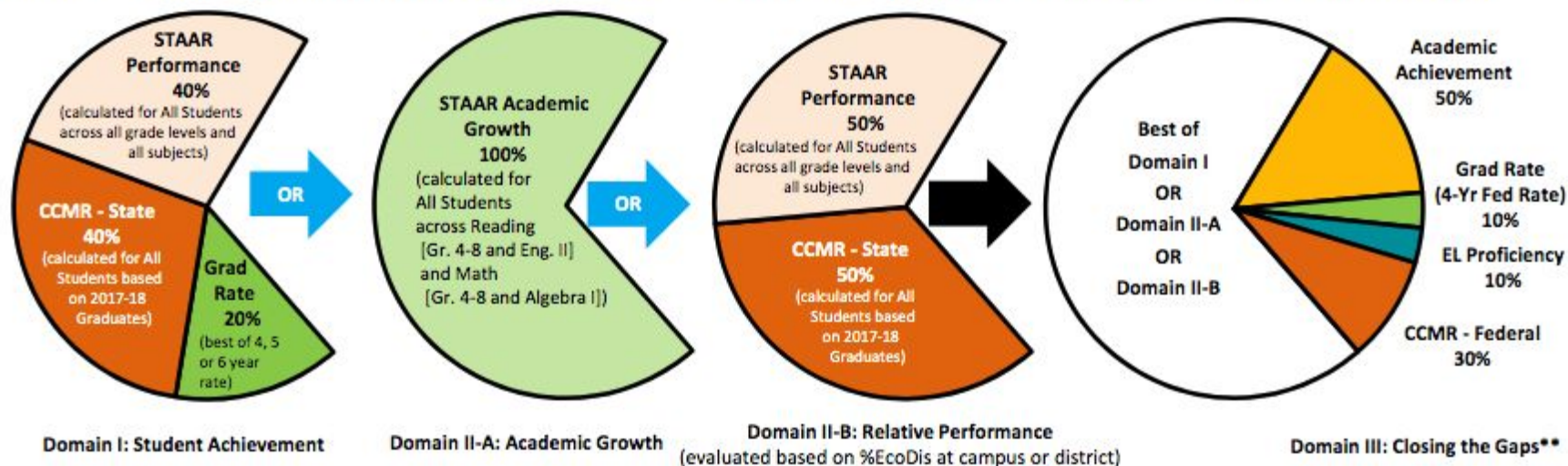
Elementary and Middle Schools* (%ages shown indicate the relative weights of the applicable components in calculating the Domain or Area score)



Little Elm ISD

Engage Equip Empower

High Schools, K–12 Campuses, and Districts with CCMR Component* (%ages shown indicate the relative weights of the applicable components in calculating the Domain or Area score)



2019 Ratings for Little Elm ISD

	Rating
Little Elm ISD	B
Brent Elementary	C
Chavez Elementary	C
Hackberry Elementary	C
Lakeview Elementary	C
Oak Point Elementary	C
Prestwick K-8	A
Lakeside Middle School	C
Little Elm High School	B

2019 Ratings for Little Elm ISD

	Overall Rating	Domain I	Domain II	Domain III	Distinctions
Little Elm ISD	B	B	B	B	
Brent Elementary	C	C	C	D	
Chavez Elementary	C	C	C	C	
Hackberry Elementary	C	C	C	C	
Lakeview Elementary	C	C	C	B	
Oak Point Elementary	C	C	C	D	
Prestwick K-8	A	A	B	A	Comparative Closing the Gaps
Lakeside Middle School	C	C	C	C	
Little Elm High School	B	B	B	C	Science



EXCELLENCE



COMMITMENT TO EXCELLENCE PROCESS



Little Elm ISD

Engage Equip Empower

The Process



27

“If you chase two rabbits...you
will catch neither.”



Little Elm ISD
Engage Equip Empower

The Process

“What’s the ONE THING I
can do such that by doing
it everything else will be
easier or unnecessary?”

(Keller, 2012, p. 107)



Little Elm ISD

Engage Equip Empower

The Process:

Measures:

- Fidelity (Adult Behavior)
- Student Data Results
 - Formative
 - Summative

30



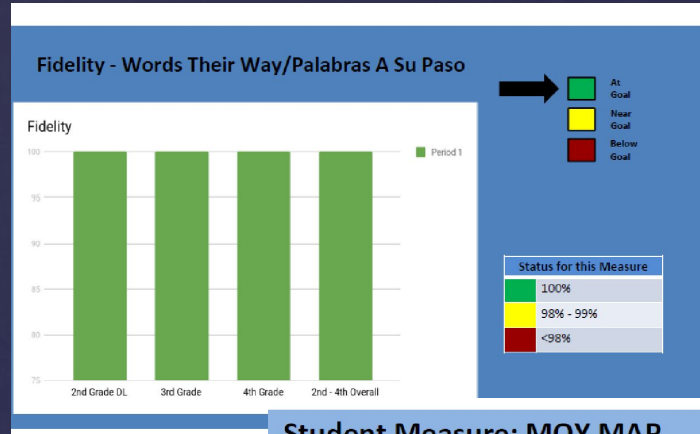
Little Elm ISD

Engage Equip Empower

Quarterly Review:

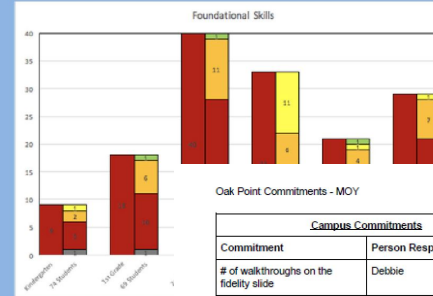
- November
- February
- June

31



Student Measure: MOY MAP

*Data represents BOY and MOY MAP Reading
 *Goal = MOY all students on ORANGE LoAvg%ile 21 - 40
 *Goal = EOY all students on YELLOW Avg%ile 41 - 60



Oak Point Commitments - MOY

Campus Commitments		District Commitments	
Commitment	Person Responsible	Commitment	Person Responsible
# of walkthroughs on the fidelity slide	Debbie	Fountas and Pinnell Training	Amanda will follow up on this
Keep the presentation down to the number of slides on template	Debbie	LLI Kits	Ashley will conduct an inventory of LLI kits at campuses in the district to determine where the gaps are and put together a cost analysis



Little Elm ISD
 Engage Equip Empower



2018-2019
End of the Year
Commitment to Excellence Dashboard

2018 - 2019 Dashboard

Brent	Increase reading comprehension by effectively implementing all components of guided reading with validity.		
Measure	Measurement	March	June
Student	MAP: Student Growth	Near Goal	Near Goal
Student	STAAR Meets		Below Goal
Student	STAAR Masters		Below Goal
Chavez	Planning for and effectively utilizing high yield instructional strategies.		
Measure	Measurement	March	June
Student	MAP: Student Growth	Near Goal	Near Goal
Student	STAAR Meets		Below Goal
Student	STAAR Masters		Below Goal
Hackberry	All students will make one year of growth in the area of reading and math.		
Measure	Measurement	March	June
Student	MAP: Student Growth	Near Goal	At Goal
Student	STAAR Meets		Near Goal
Student	STAAR Masters		Near Goal

Lakeview	Ensure student-centered learning focused on reading comprehension to guarantee student growth in reading.		
Measure	Measurement	March	June
Student	MAP: Student Growth	Near Goal	Near Goal
Student	STAAR Meets		Below Goal
Student	STAAR Masters		Below Goal
Oak Point	K - 5th grade teachers will increase comprehension in all content areas by effectively implementing daily phonics instruction with fidelity.		
Measure	Measurement	March	June
Student	MAP: Student Growth	Near Goal	At Goal
Student	STAAR Meets		Below Goal
Student	STAAR Masters		Below Goal
Prestwick	To add value (growth) to every learner. At a minimum we want 75% of students to meet or exceed expected growth per MAP and STAAR.		
Measure	Measurement	March	June
Student	MAP: Student Growth	Near Goal	At Goal
Student	STAAR Meets		At Goal
Student	STAAR Masters		At Goal



Little Elm ISD

Engage Equip Empower

Lakeside	Students will meet projected growth by strengthening TIER 1 instruction, which will be evidenced by an increased number of students meeting their projected NWEA MAP growth measures in Math and Reading.		
-----------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

Measure	Measurement	March	June
Student	MAP: Student Growth	At Goal	Near Goal
Student	STAAR Meets		At Goal
Student	STAAR Masters		At Goal

LEHS	We will improve student literacy by consistently implementing effective training on how to use high-yield instructional strategies in all content areas to increase the amount of quality reading and writing practice with quality feedback to teachers.		
-------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

Measure	Measurement	March	June
Student	MAP: Student Growth	At Goal	At Goal
Student	STAAR Meets		Near Goal
Student	STAAR Masters		Near Goal

Zellars Alternative Center	Our students will be educated in an environment where they feel valued and have ownership in their program which will have a positive impact on attendance, performance, and student buy-in.		
-----------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--	--

Measure	Measurement	March	June
Student	Behavior Matrix Points	At Goal	At Goal
Student	STAAR Meets		Below Goal
Student	STAAR Masters		Below Goal

2019 Spring STAAR Results

STAAR Results Dashboard

36



LEISD *Cornerstones*

*Focus on teaching the **STANDARDS** to the stated level of rigor so each student has an equal opportunity to learn in LEISD.*

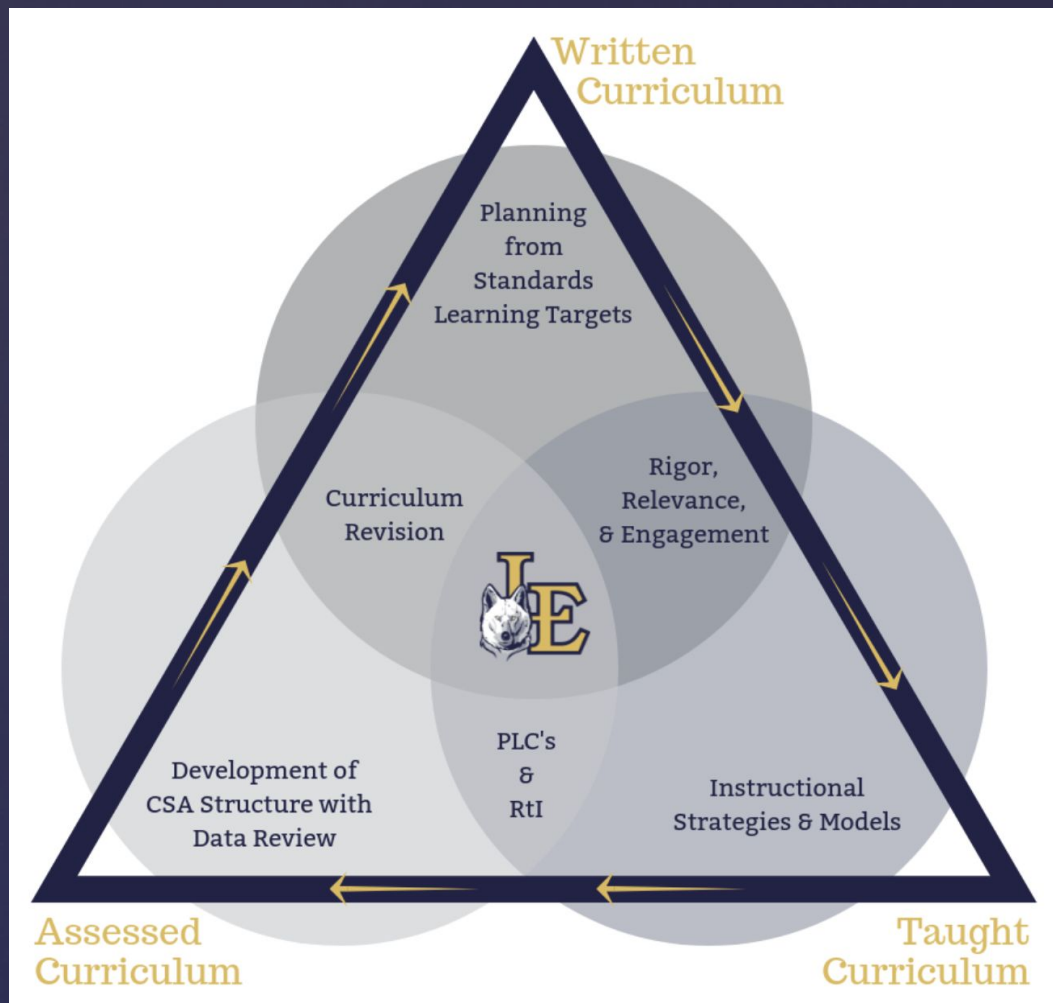
*38 Focus on the intentional design of **RIGOROUS, RELEVANT, & ENGAGING** lessons in every classroom.*

*Support highly effective **PROFESSIONAL LEARNING COMMUNITIES** in a variety of ways throughout each campus.*



Little Elm ISD

Engage Equip Empower



Written Curriculum

- Curriculum developed utilizing Understanding by Design Model
- Curriculum Platform developed in [Canvas](#)
 - Core Content K-12 - TEKS Resource Systems
 - Stages 1 and 2 - Summer 2019
 - Stage 3 - Summer 2020
 - Ongoing revisions thereafter
 - Non- Core Content
 - Stage 1- Fall 2019
 - Stage 2 - Summer 2020
 - Stage 3 - Summer 2021
 - Ongoing revisions thereafter



Little Elm ISD

Engage Equip Empower

Taught Curriculum

- ◆ Curriculum Management Plan Implemented Fall 2019
 - Instructional Design and Models
 - Professional Learning during Fall Kick Off and 9-week Cadres
- ◆ Lesson Planning Progression - Backwards Design through lens of Rigor, Relevance, Engagement Framework
- ◆ Curricular Differentiation of Tier 1 Instruction (First Teach)
- ◆ Development of Instructional Playbook



Taught Curriculum

◆ Learning Walks -

- Conducted by Campus and District Administration
- Canvas Dashboard - real time

◆ Learning for Leaders

- Conducted monthly for campus and district curriculum leaders
- Instructional focus



Assessed Curriculum

- ◆ Common Summative Assessments (Stage 2 of Curriculum UbD Model)
- ◆ Utilization of NWEA MAP (3x's per year to track growth and individual student needs)
- ◆ Data Talks monthly with campus administration
- ◆ Professional Learning Communities



DATA



KNOWLEDGE



ACTION



Little Elm ISD

Engage Equip Empower

Commitment to Excellence



44

In Summary

- ◆ Focusing on LEISD cornerstones with fidelity
- ◆ Ongoing curriculum review
- ◆ Implementing an assessment plan with Data Talks
- ◆ Continuing Commitment to Excellence
- ◆ Conducting Learning Walks
- ◆ Higher Expectations for all

45



Little Elm ISD
Engage Equip Empower

ANY
QUESTIONS
?



Little Elm ISD

Engage Equip Empower

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 8-19-2019	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	2019-2020 FIRST DAY OF SCHOOL SUMMARY				
Presenter or Contact Person:	Ross Roberts, Deputy Superintendent Dr. Cyndy Mika, Assistant Superintendent for Curriculum and Learning				
Policy/Code:	BJA (LOCAL)				
Summary:	This report is a summary of our first day of school in LEISD. Dr. Mika will give a summary of the elementary and secondary highlights from the first day of school.				
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 8-19-19	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:	LEISD CONSTRUCTION PROGRAM UPDATE				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Summary:	Presenting the current status of active construction projects and upcoming projects in planning.				
Financial Implications:	None				
Attachments:	None				
Recommendation:	No recommendation is offered at this time.				
Motion:	No motion is presented at this time, information only.				

Board Agenda Item

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

Board Mtg. Date 07-29-2019	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:	PERSONNEL MATTERS				
Presenter or Contact Person:	David Montemayor, President Little Elm ISD Board of Trustees				
Policy/Code:	BJC (LEGAL)				
Summary:	Personnel matters.				
Financial Implications:	None.				
Attachments:	None.				
Recommendation:	IN CLOSED SESSION				
Motion:	THE BOARD PRESIDENT RECOMMENDS APPROVAL OF THE PERSONNEL MATTERS AS DISCUSSED IN CLOSED SESSION				

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 08-19-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	COMPENSATION PLAN 2019-2020				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	DEAA(LEGAL), DEAA(LOCAL), DEA- as appropriate				
Summary:	Compensation plan for 2019/2020				
Financial Implications:	Included in the 2019-2020 Budget				
Attachments:	Compensation Plan for 2019-2020				
Recommendation:	The Administration recommends approval of the Compensation Plan for 2019-2020 as submitted.				
Motion:	I move the Board approve the Compensation Plan for 2019-2020 as submitted.				

Little Elm ISD Board of Trustees Approves Raises for All Employees

Starting Pay for New Teachers: **\$52,000**

TEACHERS
LIBRARIANS
NURSES (RNs)



0-5 years
\$2,000

average increase
4.27%

6+ years
\$2,500

average increase
4.54%

Non-administrative employees: **3.5% increase** and
all other employees: **3% increase** based on actual salary,
plus market or individual adjustments as applicable.

\$378 District monthly contribution toward
employee's TRS health insurance: **\$4,536** a year

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
08-19-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SALARY RANGE SCHEDULE UPDATE FOR THE 2019/2020 SCHOOL YEAR				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	DEAA (LEGAL), DEAA (LOCAL), DEA, as appropriate				
Summary:	Salary range schedules for Auxiliary, Clerical-Paraprofessional, & Administration				
Financial Implications:	Included in the 2019/2020 budget.				
Attachments:	Salary range schedules for Auxiliary, Clerical-Paraprofessional, & Administration for the 2019/2020 school year.				
Recommendation:	The Administration recommends approval of the Salary Range Schedules for the 2019/2020 school year, as submitted.				
Motion:	I move the Board approve the Salary Range Schedules for the 2019/2020 school year, as submitted.				



Little Elm

Independent School District

Teacher Pay Scale

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

Years Experience	Bachelor's	Master's
0	\$52,000	\$53,500
1	\$52,200	\$53,700
2	\$52,400	\$53,900
3	\$52,600	\$54,100
4	\$52,850	\$54,350
5	\$53,050	\$54,550
6	\$53,350	\$54,850
7	\$53,550	\$55,050
8	\$53,850	\$55,350
9	\$54,300	\$55,800
10	\$54,700	\$56,200
11	\$55,100	\$56,600
12	\$55,550	\$57,050
13	\$55,950	\$57,450
14	\$56,350	\$57,850
15	\$56,800	\$58,300
16	\$57,200	\$58,700
17	\$57,600	\$59,100
18	\$58,050	\$59,550
19	\$58,850	\$60,350
20	\$60,000	\$61,500
Bilingual Certification Stipend \$4,000		
Master's Degree Stipend \$1,500		
Critical Needs Stipends – Varied amounts		
<p><i>This schedule is for hiring purposes only. No yearly salary increases are automatically granted. Neither past nor future salaries can be calculated, assumed, or predicted on the basis of this schedule.</i></p>		

Admin/Professional Pay Ranges 2019-2020

Duty Days	Minimum \$218.05	Midpoint \$281.22	Maximum \$344.41
203	\$44,263	\$57,089	\$69,916
217	\$47,316	\$61,026	\$74,738
226	\$49,278	\$63,557	\$77,837
240	\$52,331	\$67,494	\$82,659
Accountant (226)		Network/Systems Administrator (226)	
Transition Specialist (217)		Operations Supervisor, Child Nutrition (217)	
Campus Supervisor, Child Nutrition (217)		Parent Liaison (203)	
Coordinator, Child Nutrition (226)		Student Information Services Analyst & Support Specialist (226)	
Coordinator, PEIMS (226)		Supervisor, Custodians (240)	
Director, Child Care (226)		Web Specialist (226)	
HR Onboarding Manager (226)			

Duty Days	Minimum \$280.91	Midpoint \$332.99	Maximum \$385.07
187	\$52,530	\$62,269	\$72,008
192	\$53,934	\$63,934	\$73,934
197	\$55,339	\$65,599	\$75,859
203	\$57,024	\$67,597	\$78,169
207	\$58,148	\$68,929	\$79,710
217	\$60,957	\$72,259	\$83,560
226	\$63,485	\$75,256	\$87,026
Assistant Director for Child Nutrition (226)			Transition Counselor (217)
Coordinator, Network Services (226)			Digital Learning Facilitator (207)
Coordinator, Purchasing (226)			Literacy Coach, K-2 (226)
Coordinator, Technology Services (226)			Licensed Specialist School Psychology (197)
Counselor, Elementary (192)			Occupational Therapist (187)
Counselor, Elementary, Lead (203)			Speech Pathologist (187)
Counselor, Middle School (217)			Intervention Counselor, High School (217)
Counselor, High School (217)			Intervention Counselor, Middle School (217)
Diagnostician (197)			Coordinator, Payroll (226)
Athletic Trainer (203)			Physical Therapist (187)

Duty Days	Minimum \$292.18	Midpoint \$359.88	Maximum \$427.57
203	\$59,312	\$73,055	\$86,797
226	\$66,032	\$81,332	\$96,632
Assistant Principal, Elementary (203)		Coordinator, Instructional (226)	
		Coordinator, College Readiness (226)	

Proposed Admin/Professional Pay Ranges

Pay Grade 4

Duty Days	Minimum \$320.62	Midpoint \$399.61	Maximum \$478.58
217	\$69,574	\$86,714	\$103,853
226	\$72,459	\$90,311	\$108,160
240	\$76,948	\$95,905	\$114,860
Academic Dean, High School (226) Director, Counseling (226) Assistant Director, Athletics / Head FB Coach (226) Director, Data Processing & Information Systems (226) Assistant Director, Talent Development, HRS (226) Director, Food Services (226) Assistant Director, Special Pops (226) Director, Maintenance (240) Assistant Principal, Middle School (217) Principal, Alternative Education (217) Assistant Principal, High School (217)			

Pay Grade 5

Duty Days	Minimum \$368.29	Midpoint \$447.27	Maximum \$526.26
217	\$79,919	\$97,058	\$114,198
226	\$83,234	\$101,083	\$118,934
Director, Budget & Finance (226) Principal, Elementary (217) Director, Digital Learning (226) Principal, Middle School (226)			

Pay Grade 6

Duty Days	Minimum \$412.85	Midpoint \$491.82	Maximum \$570.81
226	\$93,303	\$111,152	\$129,004
Director, Athletics (226) Director, Professional Learning & Advanced Academics (226) Director, Communications (226) Director/Legal Advisor, HRS (226) Director, Curriculum & Learning (226) CPA & Director, Accounting (226) Director, District Testing & Federal Programs (226)			

Pay Grade 7

Duty Days	Minimum \$454.48	Midpoint \$533.47	Maximum \$612.45
226	\$102,713	\$120,564	\$138,413
Executive Director, Innovation & CTE (226) Executive Director, Technology (226) Executive Director, Operational Services (226) Principal, High School (226) Executive Director, Special Populations (226)			

Pay Grade 8

Duty Days	Minimum \$586.72	Midpoint \$665.70	Maximum \$744.69
226	\$132,600	\$150,449	\$168,300
Assistant Superintendent, Curriculum & Learning (226)			

Proposed Admin/Professional Pay Ranges

Pay Grade 9

Duty Days	Minimum \$654.42	Midpoint \$733.41	Maximum \$812.39
226	\$147,899	\$165,751	\$183,600
Deputy Superintendent (226) Associate Superintendent, Human Resource & Student Services (226)			

Pay Grade 10

Duty Days	Minimum	Midpoint	Maximum
226	As Agreed On by Superintendent and Board of Trustees		
Associate Superintendent & CFO (226)			

Proposed Clerk/Paraprofessional Pay Ranges

Clerk/Paraprofessional Pay Range 2019-2020

Pay Grade 1

Calendar/ Hourly	Minimum \$11.87	Midpoint \$14.48	Maximum \$17.09
178	\$16,907	\$20,625	\$24,329
189	\$17,952	\$21,900	\$25,833
203	\$19,281	\$23,522	\$27,746
207	\$19,661	\$23,986	\$28,293
Child Care (189) Instructional Assistant, Special Pops, Resource/Inclusion(178) Instructional Assistant, Gen Ed Classroom (178) Translator/Parent Involvement Liaison (178)			

Pay Grade 2

Calendar/ Hourly	Minimum \$12.70	Midpoint \$15.48	Maximum \$18.27
178	\$18,083	\$22,049	\$26,014
183	\$18,591	\$22,668	\$26,745
187	\$18,998	\$23,163	\$27,329
189	\$19,201	\$23,411	\$27,622
203	\$20,623	\$25,145	\$29,668
226	\$22,960	\$27,994	\$33,029
Assistant, Health Clinic (178) Instructional Technology Assistant/ Tech Liaison (183) Instructional Assistant, ISS (178) Office Assistant, Special Populations (187) Instructional Assistant, Special Pops. 18+ (178) Childcare Lead (189) Instructional Assistant, Special Pops. Self-Contained (178) Receptionist, Campus (203) Library Media Services Technician (183) Receptionist, HS Campus (226)			

Pay Grade 2 (Bilingual Required - CB2)

Calendar/ Hourly	Minimum \$13.41	Midpoint \$16.20	Maximum \$18.98
187	\$20,066	\$24,232	\$28,397
203	\$21,783	\$26,305	\$30,827
Bilingual required, Office Assistant, Special Populations (187) Bilingual required, Receptionist, Campus (203)			

Pay Grade 3

Calendar/ Hourly	Minimum \$13.26	Midpoint \$16.56	Maximum \$19.88
178	\$18,882	\$23,581	\$28,309
203	\$21,534	\$26,901	\$32,285
226	\$23,974	\$29,949	\$35,943
Attendance Specialist, Elementary (203) Registrar, High School (203) District Receptionist/Translator (226) *Instructional Asst - Sped Base(+)			

**Requires Registered Behavior Technician Certification*

Proposed Clerk/Paraprofessional Pay Ranges

Pay Grade 4

Calendar/ Hourly	Minimum \$14.31	Midpoint \$17.90	Maximum \$21.47
203	\$23,240	\$29,071	\$34,869
217	\$24,843	\$31,076	\$37,274
226	\$25,874	\$32,365	\$38,820
Administrative Assistant, Assistant Principal (217) Attendance Specialist, MS (203) Attendance Specialist, HS (217) Mail Courier/Instructional Materials Clerk (226)			

Pay Grade 5

Calendar/ Hourly	Minimum \$15.47	Midpoint \$19.32	Maximum \$23.19
207	\$25,624	\$31,992	\$38,411
217	\$26,862	\$33,537	\$40,266
226	\$27,976	\$34,928	\$41,936
Administrative Assistant, Academic Dean (226) Assistant Director, Child Care (207) Administrative Assistant, Elementary Principal (217) Lead Registrar/Attendance (PEIMS) Specialist (226)			

Pay Grade 6

Calendar/ Hourly	Minimum \$17.00	Midpoint \$21.26	Maximum \$25.51
187	\$25,437	\$31,800	\$38,163
226	\$30,742	\$38,432	\$46,122
240	\$32,647	\$40,813	\$48,980
Administrative Assistant, Athletics (226) Data Systems Technician (226) Administrative Assistant, Curriculum & Learning (226) Color Guard Choreographer (187) Administrative Assistant, Alternative Ed and Communications (226) Bilingual, Facilities Clerk (240) Administrative Assistant, HS Principal (226) Operations Clerk (240) Administrative Assistant, MS Principal (226) LVN (187) Child Nutrition Generalist (226)			

Pay Grade 7

Calendar/ Hourly	Minimum \$19.55	Midpoint \$24.45	Maximum \$29.35
226	\$35,353	\$44,205	\$53,056
Level 2 Technician (226) Management Systems Clerk, Special Populations (226) Payroll & Benefits Specialist (226)			

9			
Hourly	Minimum	Midpoint	Maximum
	\$21.51	\$26.90	\$33.12
	\$38,893	\$48,630	\$59,371
Administrative Assistant, Associate Superintendent (226)		Lead Computer	
Administrative Assistant, Deputy Superintendent (226)		Lead Payroll & Benefits Special	
10			
Hourly	Minimum	Midpoint	Maximum
	\$22.59	\$28.24	\$33.89
	\$40,843	\$51,058	\$61,273
Administrative Assistant to Superintendent (226)			

Pay Grade 8

Calendar/ Hourly	Minimum \$20.54	Midpoint \$25.67	Maximum \$30.80
226	\$37,141	\$46,418	\$55,694
Accounting Specialist, Finance (226)		Exec. Administrative Assistant, Construction (226)	
Accounts Payable Specialist (226)		Exec. Administrative Assistant, Technology (226)	
Exec. Administrative Assistant, Special Populations (226)			

Pay Grade 9

Calendar/ Hourly	Minimum	Midpoint	Maximum
	\$21.51	\$26.90	\$32.27
226	\$38,893	\$48,630	\$58,349
Exec. Administrative Assistant, Associate Superintendent (226)		Lead Computer Technician (226)	
Exec. Administrative Assistant, Deputy Superintendent (226)		Lead Payroll & Benefits Specialist, Finance (226)	

Pay Grade 10

Calendar/ Hourly	Minimum	Midpoint	Maximum
	\$22.59	\$28.24	\$33.88
226	\$40,843	\$51,058	\$61,255
Sr. Exec. Administrative Assistant to Superintendent (226)			

Proposed Auxiliary Pay Ranges

Auxiliary Pay Ranges 2019-2020

Pay Grade 1

Calendar/ Hourly	Minimum	Midpoint	Maximum
	\$10.20	\$12.44	\$14.69
174	\$14,198	\$17,322	\$20,446
240	\$19,584	\$23,892	\$28,201
Custodian (240)		Custodian, Floater (240)	
CN Specialist (174)			

Pay Grade 2

Calendar/ Hourly	Minimum \$12.24	Midpoint \$14.69	Maximum \$17.14
177	\$17,332	\$20,798	\$24,265
178	\$17,430	\$20,916	\$24,402
240	\$23,501	\$28,201	\$32,901
Assistant Manager, CN (177)		Maintenance - Level 1 (240)	
Custodian, Lead (240)		Security/Hall Monitor (178)	
Grounds - Level 1 (240)			

Pay Grade 3

Calendar/ Hourly	Minimum \$14.28	Midpoint \$17.34	Maximum \$20.40
177	\$20,220	\$24,553	\$28,886
240	\$27,418	\$33,293	\$39,168
CN Manager, Elementary (177)		Grounds - Level 2 (240)	
Custodian, Head, Elementary (240)		Maintenance - Level 2 (240)	

Pay Grade 4

Calendar/ Hourly	Minimum \$17.42	Midpoint \$21.24	Maximum \$25.05
177	\$24,669	\$30,071	\$35,472
240	\$33,449	\$40,774	\$48,098
CN Manager, MS/HS (177)		Supervisor, Grounds (240)	
Custodian, Head MS/HS (240)		Supervisor, Maintenance (240)	

Pay Grade 5

Calendar/ Hourly	Minimum \$19.16	Midpoint \$23.36	Maximum \$27.56
240	\$36,779	\$44,847	\$52,916
Carpenter (240)		HVAC Technician, Journeyman (240)	
Electrician, Journeyman (240)		Plumber, Journeyman (240)	

Proposed Auxiliary Pay Ranges

Pay Grade 6

Calendar/ Hourly	Minimum \$21.07	Midpoint \$25.29	Maximum \$29.50
240	\$40,461	\$48,549	\$56,637
Electrician, Master, Certified (240)		Plumber, Master, Certified (240)	
HVAC Technician, Master, Certified (240)			

DRAFT

Board Agenda Item

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

Board Mtg. Date 8-19-2019	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:	ASSOCIATE SUPERINTENDENT / CHIEF FINANCIAL OFFICER				
Presenter or Contact Person:	Daniel Gallagher, Superintendent.				
Policy/Code:	Per Compensation Guideline.				
Summary:	Superintendent's contract.				
Financial Implications:	Per Contract and Letter of Intent.				
Attachments:	None.				
Recommendation:	In closed session.				
Motion:	I move that the Board approves the Associate Superintendent / Chief Financial Officer, as presented in closed session.				

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 08-19-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SIX FTE - PARAPROFESSIONAL (NON-EXEMPT)				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	DCA, DCB, DC, AND DCE, as appropriate.				
Summary:	Addition of six FTEs to be allocated as follows: <ul style="list-style-type: none">• Three security monitors' positions (original positions were reclassified to Special Populations)• Three additional non-exempt positions to support Special Populations in order to meet the growing demands of the department.				
Financial Implications:	\$180,000 (approx.)				
Attachments:	Memo to CFO/Associate Superintendent for Finance & Operations				
Recommendation:	The Administration recommends approval of six paraprofessional (non-exempt) positions, as submitted.				
Motion:	I move the Board approve six paraprofessional (non-exempt) positions, as submitted.				



300 Lobo Lane
Little Elm, TX

www.littleelmsd.net
972.947.9340

Department for Human Resource Services

DATE: August 7, 2019

MEMO TO: Grant Anderson, CFO & Associate Superintendent for Finance & Operations
Jesse Wyse, Director of Finance

FROM: Cleota Epps, Associate Superintendent for Human Resources & Student Services
Ross Roberts, Deputy Superintendent
Daniel Gallagher, Superintendent

RE: Critical Need for 6 non-exempt FTEs

Special Education presented a need this summer to provide six additional BASE unit para professionals to support the incredible need of the BASE and BASE+ units at Chavez, Brent, and Lakeside Middle School. Upon verification of the urgent need, cabinet authorized the use of three existing, unfilled, non-exempt positions (three security monitor positions which had been assigned to LEHS) to be reclassified to instructional assistants. This action was to provide opportunity to post, recruit and hire qualified applicants for the 2019/2020 school year.

Due to the use of the three reclassified non-exempt positions, HR will request the Board approve three new non-exempt positions to replace the three security monitor positions used in the reclassification.

As the demand for instructional assistant support has continued to increase due to the enrollment in the Special Education programs, evidence supports the need for an additional three instructional assistants.

Based on the information outlined above, Human Resources will need to request a total of six critical need non-exempt positions at the August 19, 2019 board meeting to meet program demands.


Epps


Roberts


Gallagher

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-19-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	FINANCIAL REPORTS – JUNE 2019				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	Board Legal Status Powers and Duties – BAA (LOCAL) Annual Operating Budget – CE (LOCAL)				
Summary:	Monthly financial reports prepared by Business Services Department				
Financial Implications:	Increase in General Fund revenues and increase in appropriate expenditure budgets				
Attachments:	1) Budget Amendments 2) Information – Miscellaneous Business Office Reports Monthly Fund Balance Comparison Statement of Unaudited Revenue and Expenditures Cash Flow Statements Bank Reconciliations Investment Report Fund Summary of Revenue and Expenditures Tax Collection Report Construction Report				
Recommendation:	The Administration recommends approval of the June 2019 Financial Reports as presented.				
Motion:	I move that the Board approve the June 2019 Financial Reports as presented.				

Little Elm Independent School District
General Fund
Budget Amendments
August 2019

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	183	00	36,310	36	36,310	997		Budget for Pack Strong summer camp receipts and disbursements.
2	183	00	3,256	36	3,256	997		Budget for volleyball summer camp receipts and disbursements.
3	199	13	1,599	11	1,599	041		Reallocate funds to cover extra duty pay for teachers.
4	199	13	330	23	330	105		Reallocate funds to cover campus admin travel.
5	199	21	13	31	13	821		Reallocate funds to cover cost of testing materials for gifted and talented program.
	Total		41,508		41,508		0	

Little Elm Independent School District
2018-2019 Fund Balance Comparison
as of June 30, 2019

Page 1 of 2

GENERAL FUND

1XX

CONTROL CODES	REVENUES	ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET
5700	LOCAL	53,427,711	1,452,457	54,880,168
5800	STATE	18,351,031	1,000,000	19,351,031
5900	FEDERAL	1,494,697		1,494,697
		73,273,439	2,452,457	75,725,896
Expenditures				
11	Instruction	40,448,692	123,730	40,572,422
12	Library Services	731,979		731,979
13	Staff Development	1,719,641	10,864	1,730,505
21	Instructional Admin	1,274,402	(1,500)	1,272,902
23	Campus Administration	4,516,000	34,914	4,550,914
31	Guidance & Counseling	2,176,526	26,500	2,203,026
32	Attendance & Social Services	33,300		33,300
33	Health Services	578,506		578,506
34	Student Transportation	2,372,370		2,372,370
35	Food Services	175,715	8,917	184,632
36	Co-curricular Activities	2,071,689	8,548	2,080,237
41	General Administration	3,313,749	72,800	3,386,549
51	Plant Maintenance	7,794,399	18,481	7,812,880
52	Security	1,273,634	29,388	1,303,022
53	Data Processing	1,579,270		1,579,270
61	Community Services	53,471		53,471
71	Debt Services	1,402,642	2,128,732	3,531,374
81	Facilities	194,454	(8,917)	185,537
91	Contracted Instr Between Schools	1,100,000		1,100,000
95	Payments to JUV Justice Alt	40,000		40,000
99	Intergovernmental Charges	418,000		418,000
	TOTAL EXPENDITURES	73,268,439	2,452,457	75,720,896
00	Other Resources	-	-	-
00	Other Uses	(5,000)	-	(5,000)
	FUND BALANCE 08/31/18	28,930,503	-	28,930,503
	EST FUND BALANCE	28,930,503	-	28,930,503

DEBT SERVICE FUND

511

ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET
21,230,000	(99,497)	21,130,503
-	260,360	260,360
-		-
21,230,000	160,863	21,390,863
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
21,100,000	146,680	21,246,680
-		-
-		-
-		-
-		-
21,100,000	146,680	21,246,680
-	3,960,000	3,960,000
-	(3,859,431)	(3,859,431)
5,326,647		5,326,647
5,456,647	114,752	5,571,399

FOOD SERVICE FUND				CHILD CARE			
		240			720		
CONTROL CODES	REVENUES	ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET	ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET
5700	LOCAL	1,644,050		1,644,050	670,220		670,220
5800	STATE	20,000		20,000	-		-
5900	FEDERAL	2,186,778		2,186,778	-		-
		3,850,828	-	3,850,828	670,220	-	670,220
Expenditures							
11	Instruction	-		-	-		-
12	Library Services	-		-	-		-
13	Staff Development	-		-	-		-
21	Instructional Admin	-		-	-		-
23	Campus Administration	-		-	-		-
31	Guidance & Counseling	-		-	-		-
32	Attendance & Social Services	-		-	-		-
33	Health Services	-		-	-		-
34	Student Transportation	-		-	-		-
35	Food Services	4,274,828		4,274,828	-		-
36	Co-curricular Activities	-		-	-		-
41	General Administration	-		-	-		-
51	Plant Maintenance	-		-	-		-
52	Security	-		-	-		-
53	Data Processing	-		-	-		-
61	Community Services	-		-	628,990	-	628,990
71	Debt Services	-		-	-		-
81	Facilities	-		-	-		-
91	Contracted Instr Between Schools	-		-	-		-
95	Payments to JUV Justice Alt	-		-	-		-
99	Intergovernmental Charges	-		-	-		-
	TOTAL EXPENDITURES	4,274,828	-	4,274,828	628,990	-	628,990
FUND BALANCE 08/31/18		1,420,760		1,420,760	64,448		64,448
EST FUND BALANCE		996,760	-	996,760	105,678	-	105,678

Little Elm Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual
As of June 30, 2019

GENERAL FUND
Fund 1XX

CONTROL CODES	REVENUES	2018-2019 Approved Budget	PERIOD RECEIPTS/ EXPENDITURES	Y-T-D RECEIVED/ ENC + EXP	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT TO TOTAL	PERCENT OF YEAR ELAPSED
5700	LOCAL	54,880,168.00	233,069.47	55,177,972.54	297,804.54	100.54%	83%
5800	STATE	19,351,031.00	2,068,276.18	14,244,986.50	(5,106,044.50)	73.61%	83%
5900	FEDERAL	1,494,697.00	28,805.45	1,525,326.47	30,629.47	102.05%	83%
TOTAL REVENUES		75,725,896.00	2,330,151.10	70,948,285.51	(4,777,610.49)	93.69%	83%
EXPENDITURES							
0011	Instruction	40,572,422.00	654,687.78	34,193,489.43	6,378,932.57	84.28%	83%
0012	Library Services	731,979.00	9,908.05	627,854.11	104,124.89	85.77%	83%
0013	Curriculum & Staff Development	1,730,505.00	116,972.70	1,238,450.76	492,054.24	71.57%	83%
0021	Instructional Leadership	1,272,902.00	82,567.03	987,200.02	285,701.98	77.56%	83%
0023	School Leadership	4,550,914.00	343,579.37	3,485,916.65	1,064,997.35	76.60%	83%
0031	Guidance & Counseling	2,203,026.00	137,506.45	1,681,176.87	521,849.13	76.31%	83%
0032	Social Work Services	33,300.00	-	32,131.49	1,168.51	96.49%	83%
0033	Health Services	578,506.00	9,271.66	477,340.79	101,165.21	82.51%	83%
0034	Student Transportation	2,372,370.00	171,977.29	1,630,532.76	741,837.24	68.73%	83%
0035	Food Services	184,632.00	8,785.44	135,470.44	49,161.56	73.37%	83%
0036	Co-curricular Activities	2,080,237.00	100,301.70	1,747,135.17	333,101.83	83.99%	83%
0041	General Administration	3,386,549.00	247,021.98	2,713,475.06	673,073.94	80.13%	83%
0051	Plant Maintenance	7,812,880.00	449,523.03	5,659,635.76	2,153,244.24	72.44%	83%
0052	Security & Monitoring	1,303,022.00	7,851.27	826,539.78	476,482.22	63.43%	83%
0053	Data Processing	1,579,270.00	98,408.30	1,260,473.62	318,796.38	79.81%	83%
0061	Community Service	53,471.00	3,019.54	42,770.38	10,700.62	79.99%	83%
0071	Debt Services	3,531,374.00	-	1,132,820.08	2,398,553.92	32.08%	83%
0081	Facility Acquisition	185,537.00	1,108.90	138,741.47	46,795.53	74.78%	83%
0091	Contracted Instr Between Schools	1,100,000.00	-	1,022,736.00	77,264.00	92.98%	83%
0095	Pmt to Juvenile Justice	40,000.00	-	5,963.00	34,037.00	14.91%	83%
0099	Intergovernmental Charges	418,000.00	108,917.41	411,718.23	6,281.77	98.50%	83%
TOTAL EXPENDITURES		75,720,896.00	2,551,407.90	59,451,571.87	16,269,324.13	78.51%	83%
OPERATING TRANSFERS							
7910	Other Resources	-	-	-	-	-	-
8910	Other Uses	(5,000.00)	-	2,038.00	-	-	-
TOTAL OPERATING TRANSFERS		(5,000.00)	-	2,038.00	-	-	-
0100	Fund Balance 08/31/18	28,930,503.00	-	28,930,503.00	-	-	-
3000	Year to Date Fund Bal. (unaudited)	28,930,503.00	-	40,429,254.64	-	-	-

**Little Elm Independent School District
General Operating Cash Flow Statement
FY 2018-2019**

	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>	31,123,061.66	27,661,780.39	25,181,183.96	22,985,408.73	18,900,349.46	13,672,909.12	15,114,085.36	10,980,028.20	12,317,075.19	13,918,437.98	-	-	31,123,061.66
RECEIPTS													
Tax Collections	38,220.74	773,699.59	2,152,863.71	361,201.05	-	-	-	-	-	-	-	-	3,325,985.09
Interest	15,549.15	16,986.74	14,598.23	13,019.96	9,394.62	5,773.20	7,065.91	5,890.75	7,193.69	7,991.00	-	-	103,463.25
Other Local Revenue	1,340,828.90	383,948.81	869,726.97	152,096.48	144,083.57	168,838.68	188,845.31	161,929.66	187,705.28	98,558.55	-	-	3,696,562.21
State Revenue - Available School	-	363,650.00	356,612.00	251,463.00	114,404.00	114,404.00	440,433.00	232,978.00	251,392.00	656,277.00	-	-	2,781,613.00
State Revenue - Foundation	2,587,581.00	2,113,488.00	1,111,659.00	-	-	-	-	911,795.00	592,545.00	1,187,603.00	-	-	8,504,671.00
State Revenue - Debt Service	-	-	-	260,360.00	-	-	-	-	-	-	-	-	260,360.00
State Revenue - Misc	256,616.14	9,648.80	-	-	-	-	-	-	-	-	-	-	266,264.94
SHARS Receipts	14,051.95	23,207.50	36,595.51	822,056.26	38,137.07	15,798.98	20,892.88	14,924.86	14,263.59	28,805.45	-	-	1,028,734.05
Federal Program Revenue	93,762.91	209,573.68	33,427.90	289,589.70	-	148,389.38	138,886.47	319,593.11	147,242.22	177,137.40	-	-	1,557,602.77
Federal Program Revenue 240	151,978.48	224,762.78	255,173.67	213,810.50	153,550.87	224,307.40	239,719.81	208,293.65	254,670.08	186,331.18	-	-	2,112,598.42
Lunch Revenue - local 240	159,875.62	209,193.12	164,018.54	135,436.82	160,012.27	183,309.23	144,698.68	178,071.86	135,948.30	1,585.31	-	-	1,472,149.75
Payroll Deposits	1,000.10	979.24	45.50	45.50	412.50	45.50	45.50	1,140.78	554.57	554.57	-	-	4,823.76
Proceeds Land Sale	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Investment Acct	500,000.00	2,425,000.00	-	-	-	9,441,109.89	11,416.99	5,088,348.65	6,064,244.01	4,052,898.23	-	-	27,583,017.77
Total Revenue	5,159,464.99	6,754,138.26	4,994,721.03	2,499,079.27	619,994.90	10,301,976.26	1,192,004.55	7,122,966.32	7,655,758.74	6,397,741.69	-	-	52,697,846.01
DISBURSEMENTS													
Payroll Checks	2,906,612.50	2,957,450.56	4,087,637.36	3,013,290.60	2,964,211.06	2,977,902.94	3,023,448.32	2,973,954.63	3,055,039.62	2,969,115.81	-	-	30,928,663.40
Accounts Payable Checks	4,554,949.37	5,087,765.48	1,843,775.11	2,120,518.44	1,706,040.35	1,310,627.56	1,129,370.62	1,633,627.05	1,811,779.44	1,893,831.97	-	-	23,092,285.39
TRS Deposit	801,264.94	826,959.61	820,904.27	823,096.94	819,459.67	814,192.38	811,102.99	820,715.07	813,960.71	821,468.12	-	-	8,173,124.70
IRS Deposit	357,552.43	359,517.04	437,762.17	366,707.56	357,639.16	357,966.14	362,054.78	357,497.58	373,271.18	362,841.83	-	-	3,692,809.87
Bank Charges/ NSF's/Bk Trans	367.02	3,042.00	417.35	165.00	85.00	111.00	85.00	125.00	345.00	743.00	-	-	5,485.37
Total Expenditures	8,620,746.26	9,234,734.69	7,190,496.26	6,323,778.54	5,847,435.24	5,460,800.02	5,326,061.71	5,785,919.33	6,054,395.95	6,048,000.73	-	-	65,892,368.73
Cash to TEA	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Transferred to Debt Service	-	-	-	260,360.00	-	-	-	-	-	-	-	-	260,360.00
Transfers to Investment Accounts	-	-	-	-	-	3,400,000.00	-	-	-	-	-	-	3,400,000.00
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	8,620,746.26	9,234,734.69	7,190,496.26	6,584,138.54	5,847,435.24	8,860,800.02	5,326,061.71	5,785,919.33	6,054,395.95	6,048,000.73	-	-	69,552,728.73
Net Change in Cash	(3,461,281.27)	(2,480,596.43)	(2,195,775.23)	(4,085,059.27)	(5,227,440.34)	1,441,176.24	(4,134,057.16)	1,337,046.99	1,601,362.79	349,740.96	-	-	(16,854,882.72)
Ending Cash Balance in bank	27,661,780.39	25,181,183.96	22,985,408.73	18,900,349.46	13,672,909.12	15,114,085.36	10,980,028.20	12,317,075.19	13,918,437.98	14,268,178.94	-	-	14,268,178.94
Beginning Cash Balance Lone Star	67,272,072.14	66,883,130.72	65,704,143.46	65,824,759.14	62,379,243.31	62,105,071.51	62,179,856.78	62,236,402.16	60,628,726.18	60,288,234.60	-	-	67,272,072.14
Beginning Cash Balance TexStar	59,589,356.79	59,687,270.53	59,195,813.91	59,303,708.70	59,419,889.35	59,160,032.99	57,421,842.26	57,058,307.86	55,981,781.32	53,926,931.58	-	-	59,589,356.79
Beginning Cash Balance Texas Class	56,401,119.96	56,495,514.01	56,073,342.88	55,089,641.90	82,129,981.14	95,757,065.44	92,977,712.33	93,104,703.80	87,193,295.15	80,330,047.82	-	-	56,401,119.96
Interest Earned Lone Star	111,058.58	121,012.74	120,615.68	124,160.22	129,023.92	115,895.16	129,005.88	124,508.46	124,859.97	119,027.31	-	-	1,219,167.92
Interest Earned TexStar	97,913.74	108,543.38	107,894.79	116,180.65	120,170.74	107,209.27	116,766.22	111,549.50	110,819.13	104,817.34	-	-	1,101,864.76
Interest Earned TexasClass	94,394.05	102,828.87	103,756.60	128,625.60	181,968.38	182,067.03	192,040.20	179,610.24	172,282.71	152,308.36	-	-	1,489,882.04
Transfers in	-	-	-	27,990,781.03	14,327,139.69	9,723,092.49	518,786.49	267,160.58	219,365.21	188,981.60	-	-	53,235,307.09
Transfers out	(500,000.00)	(2,425,000.00)	(1,087,457.58)	(4,648,743.44)	(1,665,246.59)	(14,571,022.52)	(1,136,596.34)	(9,278,439.95)	(9,885,915.67)	(7,038,852.02)	-	-	(52,237,274.11)
Ending Cash Balance Invested	183,065,915.26	180,973,300.25	180,218,109.74	203,929,113.80	217,022,169.94	212,579,411.37	212,399,413.82	203,803,802.65	194,545,214.00	188,071,496.59	-	-	188,071,496.59
TOTAL CASH AVAILABLE	210,727,695.65	206,154,484.21	203,203,518.47	222,829,463.26	230,695,079.06	227,693,496.73	223,379,442.02	216,120,877.84	208,463,651.98	202,339,675.53	-	-	202,339,675.53

**Little Elm Independent School District
Debt Service Cash Flow Statement
FY 2018-2019**

	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>	36,970.28	49,627.38	358,101.89	420,476.81	125,571.78	125,667.80	125,754.59	125,850.75	125,943.88	126,040.19	-	-	36,970.28
RECEIPTS													
Tax Collections	12,629.83	308,380.59	862,012.68	144,583.14	-	-	-	-	-	-	-	-	1,327,606.24
Interest	27.27	93.92	362.24	151.83	96.02	86.79	96.16	93.13	96.31	93.27	-	-	1,196.94
Bond Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General Operating	-	-	-	260,360.00	-	-	-	-	-	-	-	-	260,360.00
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	12,657.10	308,474.51	862,374.92	405,094.97	96.02	86.79	96.16	93.13	96.31	93.27	-	-	1,589,163.18
DISBURSEMENTS													
Bank Charges/ NSF's/Bk Trans	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers to Investment Accounts	-	-	800,000.00	700,000.00	-	-	-	-	-	-	-	-	1,500,000.00
Transfer to General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	-	-	800,000.00	700,000.00	-	-	-	-	-	-	-	-	1,500,000.00
Net Change in Cash	12,657.10	308,474.51	62,374.92	(294,905.03)	96.02	86.79	96.16	93.13	96.31	93.27	-	-	89,163.18
Ending Cash Balance in bank	49,627.38	358,101.89	420,476.81	125,571.78	125,667.80	125,754.59	125,850.75	125,943.88	126,040.19	126,133.46	-	-	126,133.46
Beginning Cash Balance TexPool	5,282,393.37	5,291,056.31	5,300,690.18	6,110,870.33	18,083,832.44	23,878,460.75	19,729,802.93	19,978,353.38	20,124,749.61	20,253,625.00	-	-	5,282,393.37
Interest Earned TexPool	8,662.94	9,633.87	10,180.15	21,167.86	42,320.96	40,763.76	40,762.48	40,124.52	41,092.48	39,745.40	-	-	294,454.42
Transfers in	-	-	800,000.00	11,951,794.25	5,752,307.35	2,177,502.53	207,787.97	106,271.71	87,782.91	75,339.71	-	-	21,158,786.43
Transfers out	-	-	-	-	-	(6,366,924.11)	-	-	-	-	-	-	(6,366,924.11)
Ending Cash Balance Invested	5,291,056.31	5,300,690.18	6,110,870.33	18,083,832.44	23,878,460.75	19,729,802.93	19,978,353.38	20,124,749.61	20,253,625.00	20,368,710.11	-	-	20,368,710.11
TOTAL CASH AVAILABLE	5,340,683.69	5,658,792.07	6,531,347.14	18,209,404.22	24,004,128.55	19,855,557.52	20,104,204.13	20,250,693.49	20,379,665.19	20,494,843.57	-	-	20,494,843.57

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
Cash and Investments Reconciliation
June 30, 2019

Operating Fund:

Balance per bank	14,268,178.94
Add: Texas Class	75,223,300.69
Lone Star	60,302,586.15
TexStar	52,545,609.75
Add: Deposits in Transit	142.54
Taxes in Transit	3,425.63
Less: Outstanding Checks/Wires	(1,072,525.17)
Balance per Books	201,270,718.53

Interest & Sinking Fund:

Balance per bank	126,133.46
Add: Texpool	20,368,710.11
Add: Taxes in Transit	1,274.73
Less: Outstanding Checks	-
Balance per Books	20,496,118.30

Total Balance per Books	221,766,836.83
--------------------------------	-----------------------

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: June 30, 2019

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
06/01/19	Lone Star Corporate Overnight		Investment Pool Investment	12,782,167.16	100.0000%	100.0000%	0.0000%	12,782,167.16				
			Withdrawal	-				12,782,167.16				
06/30/19			Interest	26,256.21			2.5000%	12,808,423.37			26,256.21	-
				<u>12,808,423.37</u>				<u>12,808,423.37</u>			<u>26,256.21</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
06/01/19	TexSTAR		Investment Pool Investment	1,437,424.07	100.0000%	100.0000%	0.0000%	1,437,424.07				
			Withdrawal	-				1,437,424.07				
06/30/19			Interest	2,810.31			2.3790%	1,440,234.38			2,810.31	-
				<u>1,440,234.38</u>				<u>1,440,234.38</u>			<u>2,810.31</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
06/01/19	Texas Class Gov't		Investment Pool Investment	28,782,086.25	100.0000%	100.0000%	0.0000%	28,782,086.25				
			Withdrawal	51,939.93				28,834,026.18				
06/30/19			Interest	(4,000,000.00)			2.3900%	24,834,026.18				(4,000,000.00)
				<u>188,981.60</u>				<u>25,023,007.78</u>			<u>188,981.60</u>	<u>(4,000,000.00)</u>
				<u>25,023,007.78</u>				<u>25,023,007.78</u>			<u>188,981.60</u>	<u>(4,000,000.00)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: June 30, 2019

Capital Projects Fund 651

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
06/01/19	Lone Star Government Overnight		Investment Pool Investment	47,506,067.44	100.0000%	100.0000%	0.0000%	47,506,067.44				
			Withdrawal	(104,675.76)				47,506,067.44				
06/30/19			Interest	92,771.10			2.3800%	47,401,391.68			92,771.10	(104,675.76)
				<u>47,494,162.78</u>				<u>47,494,162.78</u>			<u>92,771.10</u>	<u>(104,675.76)</u>

Capital Projects Fund 651

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
06/01/19	TexSTAR		Investment Pool Investment	52,489,507.51	100.0000%	100.0000%	0.0000%	52,489,507.51				
			Withdrawal	(1,486,139.17)				52,489,507.51				
06/30/19			Interest	102,007.03			2.3790%	51,003,368.34			102,007.03	(1,486,139.17)
				<u>51,105,375.37</u>				<u>51,105,375.37</u>			<u>102,007.03</u>	<u>(1,486,139.17)</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
06/01/19	Texas CLASS		Investment Pool Investment	2,609,953.53	100.0000%	100.0000%	0.0000%	2,609,953.53				
			Withdrawal	(703,031.37)				2,609,953.53				
06/30/19			Interest	4,368.97			2.5000%	1,906,922.16			4,368.97	(703,031.37)
				<u>1,911,291.13</u>				<u>1,911,291.13</u>			<u>4,368.97</u>	<u>(703,031.37)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: June 30, 2019

Capital Projects Fund 651

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
06/01/19	Texas CLASS Gov't		Investment Pool	48,938,008.04	100.0000%	100.0000%	0.0000%	48,938,008.04				
			Investment	-				48,938,008.04				
			Withdrawal	(745,005.72)				48,193,002.32				(745,005.72)
06/30/19			Interest	95,999.46			2.3900%	48,289,001.78			95,999.46	
				<u>48,289,001.78</u>				<u>48,289,001.78</u>			<u>95,999.46</u>	<u>(745,005.72)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: June 30, 2019

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
06/01/19	TexPool		Investment Pool	20,253,625.00	100.0000%	100.0000%	0.0000%	20,253,625.00				
			Investment	75,339.71				20,328,964.71				
			Withdrawal	-				20,328,964.71				-
06/30/19			Interest	39,745.40			2.3812%	20,368,710.11			39,745.40	
				20,368,710.11				20,368,710.11			39,745.40	-

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 06/30/19
Accounting Period: 06

78

	Fund: 1XX %		Fund: 211 %		Fund: 224 %		Fund: 225 %	
	General Operating		Title I-A Improving Basic		IDEA-B Formula (Spec Ed)		IDEA-B Pre-School (Spec Ed)	
Revenue Budget	75,725,896.00	100.00%	608,108.00	100.00%	1,307,620.00	100.00%	31,668.00	100.00%
Period Receipts	2,330,151.10		45,912.23		100,383.40		-	
Revenue Received to Date	70,948,285.51	93.69%	372,444.63	61.25%	673,609.38	51.51%	8,561.16	27.03%
Revenues Receivable:	4,777,610.49	6.31%	235,663.37	38.75%	634,010.62	48.49%	23,106.84	72.97%
Expenditure Budget	75,725,896.00	100.00%	608,108.00	100.00%	1,307,620.00	100.00%	31,668.00	100.00%
Period Expenditures	2,551,407.90		21,850.32		26,849.70		1,823.05	
Exp./Encumbrances to Date	59,449,533.87	78.51%	469,422.62	77.19%	806,328.69	61.66%	17,678.12	55.82%
Balance to Expend:	16,276,362.13	21.49%	138,685.38	22.81%	501,291.31	38.34%	13,989.88	44.18%
Actual Revenue Over (Under) Actual Expenditures & Encumbrances:	11,498,751.64		(96,977.99)		(132,719.31)		(9,116.96)	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 06/30/19
Accounting Period: 06

	Fund: 226 %		Fund: 244 %		Fund: 255 %		Fund 263 %	
	IDEA-B Part B (Spec Ed)		Voc Ed Basic Grant		Title II TPTR		Title III, Part A LEP	
Revenue Budget	12,000.00	100.00%	57,852.00	100.00%	139,706.00	100.00%	133,377.00	100.00%
Period Receipts	11,948.00		-		13,174.98		5,718.79	
Revenue Received to Date	11,948.00	99.57%	46,212.00	79.88%	64,270.43	46.00%	59,018.58	
Revenues Receivable:	52.00	0.43%	11,640.00	20.12%	75,435.57	54.00%	74,358.42	
Expenditure Budget	12,000.00	100.00%	57,852.00	100.00%	139,706.00	100.00%	133,377.00	100.00%
Period Expenditures	11,948.00		7,996.76		14,830.21		2,104.23	
Exp./Encumbrances to Date	11,948.00	99.57%	55,720.48	96.32%	101,866.66	72.92%	100,230.48	75.15%
Balance to Expend:	52.00	0.43%	2,131.52	3.68%	37,839.34	27.08%	33,146.52	
Actual Revenue Over (Under) Actual Expenditures:	-		(9,508.48)		(37,596.23)		(41,211.90)	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 06/30/19
Accounting Period: 06

	Fund 289	%	Fund 289-02	%	Fund: 385	%	Fund 410	%
	Title IV, Part A Subpart 1		LEP Summer School		Visually Impaired SSVI		Instructional Materials	
Revenue Budget	35,842.00	100.00%	-	100.00%	3,590.00	100.00%	371,063.00	100.00%
Period Receipts	-		-		-		-	
Revenue Received to Date	3,790.00		12,516.00	#DIV/0!	3,590.00	100.00%	371,064.94	100.00%
Revenues Receivable:	32,052.00		-		-	0.00%	-	0.00%
Expenditure Budget	35,842.00	100.00%	-	100.00%	3,590.00	100.00%	379,073.00	100.00%
Period Expenditures	26,999.20		-		-		-	
Exp./Encumbrances to Date	33,072.00	71.42%	-	#DIV/0!	3,590.00	100.00%	378,539.91	99.86%
Balance to Expend:	2,770.00		-		-	0.00%	533.09	0.14%
Actual Revenue Over (Under)								
Actual Expenditures & Encumbrances:	(21,810.00)		12,516.00		-		(7,474.97)	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 06/30/19
Accounting Period: 06

	Fund: 240		%	Fund: 511		%	Fund: 720		%
	Food Service			Debt Service			Child Care		
Revenue Budget	3,850,828.00		100.00%	25,350,863.00		100.00%	670,220.00		100.00%
Period Receipts	208,448.52			78,414.04			51,485.87		
Revenue Received to Date	3,637,661.78		94.46%	21,532,251.01		84.94%	514,029.37		76.70%
Revenues Receivable:	213,166.22		5.54%	3,818,611.99		15.06%	156,190.63		23.30%
Expenditure Budget	4,274,828.00		100.00%	25,106,111.00		100.00%	628,990.00		100.00%
Period Expenditures	190,063.92			450.00			50,488.45		
Exp./Encumbrances to Date	3,807,632.51		89.07%	6,373,434.11		25.39%	497,778.36		79.14%
Balance to Expend:	467,195.49		10.93%	18,732,676.89		74.61%	131,211.64		20.86%
Actual Revenue Over (Under)									
Actual Expenditures & Encumbrances:	(169,970.73)			15,158,816.90			16,251.01		

Denton County
Monthly Collection Status Report
June 2019

Little Elm ISD

	Collections Month of June	Cumulative Total 10/1/18 thru 06/30/19	% of Tax Levy
Current Tax Year Collections			
Base M&O	84,361.17	51,820,033.93	99.07%
Base I&S	33,888.67	20,816,593.69	
Base I&S Bond	-	-	
P&I M&O	12,080.56	147,644.26	
P&I I&S	4,691.01	44,468.45	
P&I I&S Bond	-	-	
Attorney Fee	1,267.83	6,677.22	
Subtotal	<u>136,289.24</u>	<u>72,835,417.55</u>	99.34%
Delinquent TaxYears Collections			
Base M&O	(2,629.24)	192,859.85	
Base I&S	(850.28)	68,376.11	
Base I&S Bond	-	-	
P&I M&O	2,783.32	56,324.06	
P&I I&S	845.97	19,298.79	
P&I I&S Bond	-	-	
Attorney Fee	2,132.56	45,148.54	
Other*	-	-	
Subtotal	<u>2,282.33</u>	<u>382,007.35</u>	
Combined Current & Delinquent:			
Base M&O	81,731.93	52,012,893.78	
Base I&S	33,038.39	20,884,969.80	
Base I&S Bond	-	-	
P&I M&O	14,863.88	203,968.32	
P&I I&S	5,536.98	63,767.24	
Attorney Fee	3,400.39	51,825.76	
Other*	-	-	
Total Collections	<u><u>138,571.57</u></u>	<u><u>73,217,424.90</u></u>	
Original 2018 Tax Levy		<u><u>73,696,432.15</u></u>	
Current 2018 Tax Levy		<u><u>73,319,471.57</u></u>	

Denton County
Cumulative Comparative Collection Status Report
June 2019

Little Elm ISD

	Tax Year 2018 Collections thru June 2019	% of Tax Levy	Tax Year 2017 Collections thru June 2018	% of Tax Levy
Current Tax Year Collections				
Base M&O + I&S	72,636,627.62	99.07%	57,612,634.00	99.16%
P&I M&O + I&S	192,112.71		122,504.08	
Attorney Fee	6,677.22		11,942.56	
Subtotal	<u>72,835,417.55</u>	99.34%	<u>57,747,080.64</u>	99.39%
Delinquent Tax Years Collections				
Base M&O + I&S	261,235.96		981,975.12	
P&I M&O + I&S	75,622.85		228,901.72	
Attorney Fee	45,148.54		37,853.00	
Subtotal	<u>382,007.35</u>		<u>1,248,729.84</u>	
Combined Current & Delinquent:				
Base M&O + I&S	72,897,863.58		58,594,609.12	
P&I M&O + I&S	267,735.56		351,405.80	
Attorney Fee	51,825.76		49,795.56	
Other	-		-	
Total Collections	<u><u>73,217,424.90</u></u>		<u><u>58,995,810.48</u></u>	
Adjusted 2017 Tax Levy			<u><u>58,103,187.50</u></u>	
Original 2018 Tax Levy	<u><u>73,696,432.15</u></u>			
Current 2018 Tax Levy	<u><u>73,319,471.57</u></u>			

Denton County
Levy Outstanding Status Report
June 2019

Little Elm ISD

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 06/01/19	837,361.55	740,154.37
Base M&O + I&S Collections	118,249.84	(3,479.52)
Supplement/Adjustments	(34,725.27)	12,941.09
	<hr/>	<hr/>
Remaining Levy as of 06/30/19	<u>684,386.44</u>	<u>756,574.98</u>
Cumulative (From 10/01/18 thru 06/30/19)		
Original 2018 Tax Levy (as of 10-1-18)	73,696,432.15	678,333.51
Base M&O + I&S Collections	72,636,627.62	261,235.96
Supplement/Adjustments	(375,418.09)	339,477.43
	<hr/>	<hr/>
Remaining Levy as of 06/30/19	<u>684,386.44</u>	<u>756,574.98</u>

Renovations / Maintenance Projects
Fund 197 FY 18-19

Original Budget FY 18-19	167,660.00
Transferred to YR 8 Portables Storage	(21,650.00)
Board Approved Nov 2018	5,000.00
Reallocation From Fund 199 to Fund 197 Dec 2018	54,752.00
Oak Point PTA Donation Dec 2018	9,321.00
Transferred to YR 8 Prestwick Portable Sidewalk Mar 2019	(7,800.00)
Transferred to Fund 196 Chavez Cafeteria Tables Jun 2019	(8,917.00)
	<u>198,366.00</u>

As of 08-02-19

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Athletics						
						-
						-
						-
Brent						
	Brent Expansion Joint Repair	CBS Roofing	Expansion joint repair	59,000.00	-	59,000.00
						-
						59,000.00
Chavez						
				-	-	-
				-	-	-
						-
Hackberry						
	Hackberry Awning	SFCC, Inc.	Repair Hackberry awning	3,573.31	-	3,573.31
						-
						3,573.31
High School						
						-
						-
						-
Lakeside						
	Lakeside Cafeteria Restrooms	Spectrum Resource Group	Install bathroom partitions	6,551.00		6,551.00
	Lakeside Cafeteria Blinds	SFCC	Blinds for cafeteria windows	4,578.38		4,578.38
						11,129.38
Lakeview						
						-
						-
						-
Maintenance						
						-
						-
						-
Oak Point						
	Oak Point Playground	Lea Park & Play, Inc.	Installation of new playground equipment		9,320.66	9,320.66
						-
						9,320.66
Powell						
						-
						-
						-

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Prestwick						
	Prestwick Dumpster Wall	SFCC, Inc.	Replace dumpster wall with new construction		40,451.90	40,451.90
						-
						40,451.90
Zellars						
	Zellars Expansion Joint Repair	CBS Roofing	Expansion joint repair	35,600.00		35,600.00
	SPED Office Renovations	SFCC	SPED office renovations	12,100.00		12,100.00
	SPED Office Renovations	Southwest Networks, Inc.	SPED office renovations	1,971.63		1,971.63
						49,671.63
Other						
						-
						-
						-
	Total			123,374.32	49,772.56	173,146.88
					Balance	25,219.12

As of 08-02-19

Original Budget FY 18-19	0.00
Reallocation from Fund 199 to Fund 196 Nov 2018	21,507.00
Reallocation from Fund 199 to Fund 196 Dec 2018	5,775.00
Oak Point PTA Donation Dec 2018	1,455.00
Board Approved Apr 2019	219,636.00
TASB Insurance Proceeds Feb & May 2019	6,260.00
Reallocation from Fund 199 to Fund 196 May 2019	1,365.00
Reallocation from Fund 199 to Fund 196 Jun 2019	29,625.00
Reallocation from Fund 197 to Fund 196 Jun 2019	8,917.00
	<u>294,540.00</u>

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Athletics						
	LEHS Courtside Chairs	BSN Sports	Courtside chairs high school gym		3,893.00	3,893.00
						-
						3,893.00
Brent						
						-
						-
						-
Chavez						
	Chavez Cafeteria Tables	Lone Star Furnishings	Additional tables for cafeteria		8,916.11	8,916.11
						-
						8,916.11
Hackberry						
	Hackberry Classroom Furniture	Office Depot, Inc.	Furniture for additional classrooms		29,624.84	29,624.84
						-
						29,624.84
High School						
	LEHS Gym Sound System Upgrade	Network Cabling Services	LEHS gym sound system upgrade	21,507.00		21,507.00
	LEHS Math Calculators	EAI Education	Advanced math calculators		41,585.40	41,585.40
	Drivers Ed Vehicle Repair	Classic Chevrolet	Leased car repairs	7,259.16		7,259.16
						-
						70,351.56
Lakeside						
						-
						-
						-
Lakeview						
						-
						-
						-
Maintenance						
						-
						-
						-
Oak Point						
	Oak Point Bottle Fills	Johnson Burks Supply Co.	Bottle fillers	1,455.00		1,455.00
						-
						1,455.00
Powell						

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
						-
						-
						-
Prestwick						
						-
						-
						-
Zellars						
	Superintendent Office Furniture	Office Depot	Furniture for Superintendent's Office	5,774.14		5,774.14
						-
						5,774.14
Other						
	Science Lab Materials	Accelerate Learning, Inc.	Science lab curriculum materials	150,049.80		150,049.80
	STEM Kits 3rd Grade	Museum of Science	STEM kits for 3rd grade	24,364.80		24,364.80
						174,414.60
	Total			210,409.90	84,019.35	294,429.25
					Balance	110.75

Non-Bond Capital Projects 6XX Funds
As of 08-02-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 695 - Technology Capital Outlay						
	Tech VMWare Infrastructure Upgrade	Weaver Technologies	37,197.00	32,180.33		
		CDW Government, Inc.		3,249.60		
			37,197.00	35,429.93	0.00	1,767.07
	Tech IDF Upgrade	CDW Government, Inc.	78,598.00	58,052.90		
		C&R Services		12,034.42	5,510.00	
			78,598.00	70,087.32	5,510.00	3,000.68
	Tech Server	Dell Marketing	7,566.00		7,566.00	
			7,566.00	0.00	7,566.00	0.00
	Total Technology		123,361.00	105,517.25	13,076.00	4,767.75
Fund 696 - Operations Capital Outlay						
	District Shave Concrete	Precision Concrete Cutting	27,270.00	22,490.00		4,780.00
	LEHS South Sidewalk	SFCC, Inc.	38,525.00		33,025.00	5,500.00
	Lakeside Gym Floor	Z Floor Co., Ltd	75,793.00	17,900.00	57,893.00	0.00
	Brent ALE Room	SFCC, Inc.	15,946.00		12,446.34	3,499.66
	Chavez SPED & Art	SFCC, Inc.	32,696.00		29,396.07	3,299.93
	Lobo Stadium Graphics	SFCC, Inc.			29,005.00	
		3R's Printing & Signs, LLC	42,415.00		5,560.00	7,850.00
	District Concrete		522,549.00		433,616.18	88,932.82
	Total Operations		755,194.00	40,390.00	600,941.59	113,862.41
Fund 698 - Roofs						
	Lakeside Roof - Construction	CBS Mechanical, Inc.	2,327,462.00	1,119,538.90	1,207,923.10	0.00
	Lakeside Roof - 3rd Pary Vendors	Armko Industries, Inc.	162,923.00	30,990.00	65,839.34	66,093.66
			2,490,385.00	1,150,528.90	1,273,762.44	66,093.66
	Hackberry Roof - Construction	CBS Mechanical, Inc.	1,328,289.00	639,633.10	677,664.90	10,991.00
	Hackberry Roof - 3rd Party Vendors	Armko Industries, Inc.	92,980.00	73,371.00	18,839.86	769.14
			1,421,269.00	713,004.10	696,504.76	11,760.14
	LEHS Roof - 3rd Party Vendors	Armko Industries, Inc.	1,361.00	1,361.00		0.00
			1,361.00	1,361.00	0.00	0.00
	Total Roofs		3,913,015.00	1,864,894.00	1,970,267.20	77,853.80
	Total Capital Projects		4,791,570.00	2,010,801.25	2,584,284.79	196,483.96

Transportation Facility Fund 647
Funded by Bond Series 2016 & General Fund
As of 08-02-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 647 - Transportation Facility						
	Transport - Architect	Hidell & Associates	1,148,459.00	1,017,916.33	131,541.65	
	Transport - Construction	Balfour Beatty Construction	8,919,002.00	7,637,682.89	1,134,399.11	
		Taylor Morrison of Texas, Inc.			100,000.00	
	Transport - 3rd Party Vendors	CDW Government, Inc.	638,178.00	24,081.27	3,000.00	
		Northwest Propane Gas		70,869.00		
		Southwest Networks, Inc.		33,526.13	6,000.00	
		Netlink		6,000.00		
		Northwest Butane Gas Co.		104,830.00		
		C and R Services		43,107.21	10,642.79	
		Delcom Group LP			16,500.00	
		Office Depot, Inc.			216,602.18	
		Rentacrate Enterprises, LLC			50,000.00	
		Complete Supply			16,468.00	
		Lowes Company			9,424.26	
		Home Depot USA, Inc.			350.01	
	Transport - 3rd Party Consultant	Northwest Propane Gas	130,557.00			
		D&S Engineering		91,956.71	2,049.79	
		LCA Environmental, Inc.		2,800.00		
		Armko Industries, Inc.		7,735.00	2,015.00	
		Engineered Air Balance Co.		4,660.00	13,840.00	
	Transport - Permits & Fees	Martin Eagle Oil		3,600.00		
		Law Offices of Robert E. Luna	18,510.00	2,275.50		
	Transport - Misc Costs	Walsh Gallegos Trevino		4,202.00		
		Eikon Consulting Group, LLC.	23,069.00	15,350.00		
	Transport - Landscaping	Hidell & Associates		2,719.30		
			6,750.00		6,750.00	
	Transport - Owners Contingency		10,475.00			
			10,895,000.00	9,073,311.34	1,719,582.79	102,105.87

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 08-02-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 646 - Athletics						
	HS Athl - Architect	Corgan Associates, Inc.	183,750.00	69,000.00	106,000.00	
	HS Athl - Construction	Hellas Construction	8,053,884.00	2,840,235.19	3,941,569.81	
		Olen Williams			50,000.00	
		Haven Landscaping		30,225.51		
	HS Athl - 3rd Party Vendors		41,500.00			
	HS Athl - 3rd Party Consultant	D&S Engineering	161,500.00	24,462.23	64,168.77	
	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	2,966,299.93	4,161,738.58	1,352,260.49
	HS Athl Concourse - Architect		35,000.00			
	HS Athl Concourse - Construction	Tim Jackson Construction Co	2,240,453.00		2,175,197.00	
	HS Athl Concourse - 3rd Party Vendors		10,000.00			
	HS Athl Concourse - 3rd Party Consultant		30,000.00			
	HS Athl Concourse - Permits & Fees		1,500.00			
	HS Athl Concourse - Misc Costs					
	HS Athl Concourse - Owners Contingency		5,000.00			
Total Athletics Concourse			2,321,953.00	0.00	2,175,197.00	146,756.00
Total Athletics			10,802,252.00	2,966,299.93	6,336,935.58	1,499,016.49
Fund 648 - Walker Middle School						
	MS Eldorado - Architect	Huckabee and Associates	3,658,399.00	2,937,583.74	530,794.29	
	MS Eldorado - Construction	Balfour Beatty Construction	57,130,622.00	11,359,948.00	44,770,674.00	
		Multivista		34,402.00	30,598.00	
	MS Eldorado - 3rd Party Vendor	Lone Star Furnishings	7,029,000.00	29,286.16		
	MS Eldorado - 3rd Party Consultant	Eikon Consulting Group, LLC	609,118.00	51,850.00	26,000.00	
		Deshazo Group, Inc.		16,877.18		
		Armko Industries, Inc.		30,800.00	4,200.00	
		D&S Engineering Labs, LLC		93,455.50	104,827.50	
		Engineered Air Balance Co.			240,335.00	
	MS Eldorado - Permits & Fees	Walsh Gallegos Trevino	30,000.00	458.50		
	MS Eldorado - Misc Costs		16,000.00			
	MS Eldorado - Owners Contingency	Huckabee and Associates	65,511.00	15,000.00		
Total Walker Middle School			68,538,650.00	14,569,661.08	45,707,428.79	8,261,560.13
Fund 649 - Strike Middle School						
	MS Tribute - Architect	Huckabee and Associates	2,781,898.00	2,211,505.54	449,508.49	
	MS Tribute - Construction	Cadence McShane Construction	56,989,820.00	5,091,606.29	51,724,953.71	
		Multivista		34,402.00	30,598.00	
		D&S Engineering Labs, LLC		2,144.32	17,855.68	
		JB Partners, Inc.		17,013.82	17,986.18	

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 08-02-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
	MS Tribute - 3rd Party Vendor		7,029,000.00			
	MS Tribute - 3rd Party Consultant	Eikon Consulting Group, LLC	602,419.00	50,150.00	26,000.00	
		Deshazo Group, Inc.		14,000.00		
		Armko Industries, Inc.		30,800.00	4,200.00	
		D&S Engineering Labs, LLC		57,012.69	136,601.33	
		JB I Partners, Inc.			7,500.00	
		Engineering Air Balance Co.			239,370.00	
	MS Tribute - Permits & Fees	Walsh Gallegos Trevino	30,000.00	3,054.00		
	MS Tribute - Misc Costs		16,000.00			
	MS Trobite - Owners Contingency	Huckabee and Associates	64,841.00			
Total Strike Middle School			67,513,978.00	7,511,688.66	52,654,573.39	7,347,715.95

92

Fund 6XX - Land							
	MS Tribute Land	Republic Title	12,351,910.00	7,225,823.29			
		Todd Property Advisors		2,500.00			
		Walsh Gallegos Trevino		5,288.80			
	Lakewood Village Land	Walsh Gallegos Trevino		2,392.50			
		Todd Property Advisors		2,500.00			
	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		5,712.34			
	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		5,419.89			
	Total Land			12,351,910.00	12,333,481.71	0.00	18,428.29

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		

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 08-02-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
	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			
	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	296,400.00	124,600.00	
	Brent Roof - 3rd Party Consultant	Armko Industries, Inc.	28,000.00	24,240.00	3,760.00	
			449,000.00	320,640.00	128,360.00	0.00
	Chavez Roof - Construction	Paragon Roofing, Inc.	399,000.00	296,400.00	102,600.00	
	Chavez Roof - 3rd Party Consultant	Armko Industries, Inc.	26,000.00	22,911.00	3,089.00	
			425,000.00	319,311.00	105,689.00	0.00
	Zellars Roof - Construction	Paragon Roofing, Inc.	1,190,000.00	856,900.00	313,130.00	
		Daikin Applied Americas, Inc.		19,915.67		
	Zellars Roof - 3rd Party Consultant	Armko Industries, Inc.	60,000.00	50,953.00	9,047.00	
	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	930,304.17	322,177.00	10,238.83
	Total Roofs		2,136,720.00	1,570,255.17	556,226.00	10,238.83
	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		22,000.00			
	HVAC - Construction	Siemens Industry, Inc.	3,582,128.00	339,972.00	3,080,123.00	
		Climatec, LLC			34,000.00	
	HVAC - 3rd Party Vendors	Estes, McClure & Associates, Inc.	25,000.00	6,375.00	15,375.00	
		CDW Government, Inc.			799.43	
	HVAC - 3rd Party Consultants		110,000.00			
	HVAC - Permits and Fees	Walsh Gallegos Trevino	4,000.00	2,281.00		
	HVAC - Misc Costs		200.00			
	HVAC - Owners Contingency		16,120.00			

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 08-02-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
			3,759,448.00	348,628.00	3,130,297.43	280,522.57
LEHS CTE - Architect	Corgan Associates, Inc.		46,000.00	21,148.15	24,851.85	
LEHS CTE - Construction	Alpha Building Corporation		475,704.00	59,454.32	416,249.68	
LEHS CTE - 3rd Party Vendors	Lone Star Furnishings		158,123.00		55,844.42	
	Southwest Networks, Inc.				3,100.00	
LEHS CTE - 3rd Party Consultants			9,318.00			
LEHS CTE - Permits and Fees			2,000.00	614.50		
LEHS CTE - Owners Contingency	Fastsigns		38,892.00	1,902.59		
			730,037.00	83,119.56	500,045.95	146,871.49
LEHS SPED - Construction	Big Sky Construction Company		97,272.00	22,171.00	75,101.00	
LEHS SPED - 3rd Party Vendors			5,000.00			
LEHS SPED - Permits and Fees			500.00			
LEHS SPED - Owners Contingency			3,627.00			
			106,399.00	22,171.00	75,101.00	9,127.00
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	0.00	130,776.00	0.00
Total Bond Projects			168,824,434.00	41,966,143.65	109,091,384.14	17,766,906.21

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-19-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	ADOPTION OF TAX RATE FOR 2019-20				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	CE (Legal) Education Code 44.002				
Summary:	Discuss and Approve the 2019-2020 Tax Rate				
Financial Implications:	The adoption of the tax rate generates revenue to support the education initiatives of Little Elm ISD				
Attachments:	None				
Recommendation:	The Administration recommends approval of the following proposed Tax Rate for 2019-2020: <ul style="list-style-type: none">• Maintenance and Operations: \$1.0683 per \$100 of taxable assessed property values• Interest and Sinking: \$.47 per \$100 of taxable assessed property values• Total tax rate of \$1.5383 per \$100 of taxable assessed property values				
Motion:	I move that the Board approve the proposed tax rate for Fiscal Year 2019-2020 as follows: <ul style="list-style-type: none">• Maintenance and Operations: \$1.0683 per \$100 of taxable assessed property values• Interest and Sinking: \$.47 per \$100 of taxable assessed property values• Total tax rate of \$1.5383 per \$100 of taxable assessed property values				

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-19-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	ADOPTION OF BUDGET FOR 2019-20				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	Board Legal Status Powers and Duties – BAA (Local) Annual Operating Budget – CE (Local)				
Summary:	Discuss Little Elm ISD's 2019-20 Budget				
Financial Implications:	The adoption of the proposed budget support the education initiative of Little Elm ISD				
Attachments:	2019-20 Proposed Budget under separate cover				
Recommendation:	The Administration recommends approval of the proposed Budget for the Fiscal Year 2019-20.				
Motion:	I move that the Board approved the proposed Budget for Fiscal Year 2019-20.				

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
2019-20 Board Proposed Budget
Combined Funds

		General Fund	Student Nutrition Fund	Debt Service Fund	Combined Total
Estimated Revenue					
5700	Local Revenue	53,342,876	1,624,685	23,663,987	78,631,548
5800	State Revenue	21,956,159	19,500	0	21,975,659
5900	Federal Revenue	1,250,000	2,295,942	0	3,545,942
Total Revenue		<u>76,549,035</u>	<u>3,940,127</u>	<u>23,663,987</u>	<u>104,153,149</u>
Appropriations					
11	Instructional	40,645,107			40,645,107
12	Instructional Resources & Media Services	837,163			837,163
13	Curriculum & Instructional Staff Development	1,873,279			1,873,279
21	Instructional Leadership	1,246,344			1,246,344
23	School Leadership	4,448,208			4,448,208
31	Guidance, Counseling, & Evaluation Services	2,152,467			2,152,467
32	Social Work Services	33,300			33,300
33	Health Services	598,297			598,297
34	Student (Pupil) Transportation	2,571,825			2,571,825
35	Food Services	212,694	3,940,127		4,152,821
36	Cocurricular/Extracurricular Activities	2,144,289			2,144,289
41	General Administration	3,431,845			3,431,845
51	Plant Maintenance & Operations	7,820,652			7,820,652
52	Security and Monitoring Services	1,071,729			1,071,729
53	Data Processing Services	1,904,677			1,904,677
61	Community Services	43,839			43,839
71	Debt Services	0		23,363,029	23,363,029
81	Facilities Acquisition and Construction	15,091			15,091
91	Chapter 41 Recapture	0			0
95	Payments to JJAEP	40,000			40,000
99	CAD Appraisal Fees	515,000			515,000
Total Appropriations		<u>71,605,806</u>	<u>3,940,127</u>	<u>23,363,029</u>	<u>98,908,962</u>
Net Surplus/(Deficit)		<u>4,943,229</u>	<u>0</u>	<u>300,958</u>	<u>5,244,187</u>
00	Transfer Out	4,943,229	0	0	4,943,229
Budgetary Fund Balance		<u>0</u>	<u>0</u>	<u>300,958</u>	<u>300,958</u>

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-19-2019	<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)				
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:	N/A				
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 August 19, 2019 as submitted.				

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date: August 19, 2019

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Description	Administrator
1	Denton County JJAEP	Educational Services	Renewal	\$89.00	\$99.00	\$10.00	9/1/2019	8/31/2019	The MOU is entered pursuant to Chapter 37 of the TEC between LEISD and the Denton County Juvenile Justice Alternative Education Program (DCJJAEP) as the agent to the Juvenile Board of Denton County, Texas. The parties agree the DCJJAEP is a cooperative effort between the educational community and the juvenile justice system with the primary goals being the education of students with behavioral problems and rehabilitation of juvenile offenders, but not the treatment of emotional problems. The cost is \$99 per student per day in attendance. This is an increase of \$10 per student per day in attendance from last year.	Ross Roberts
2	Region 10 ESC	Curriculum & Learning	Renewal	\$3,500.00	\$3,500.00	\$0.00	9/1/2019	8/31/2019	This is for the Advanced Academics Local Cooperative. Services to LEAs that join the cooperative include access to technical assistance in the area of gifted education, face to face and online professional learning, access to national speakers, assistance in developing AP/IB programs, state mandated 30 hour GT professional development, and 6 hour updates for all teachers, administrators, and counselors.	Dr. Cyndy Mika
3	Region 10 ESC	Curriculum & Learning	Renewal	\$8,000.00	\$8,000.00	\$0.00	9/1/2019	8/31/2019	This is for the Title III - Bilingual/ESL Out of Region Cooperative. The Bilingual Education/English as a Second Language Cooperative provides members LEAs or campuses with access to services and training aimed at improving teacher and administrator knowledge and skill in educating students through bilingual and ESL programs. Services offered through this cooperative include : specialized consultations; on-going professional development sessions; bilingual and ESL program planning and evaluation; compliance support; BE/ESL TExES certification preparation; and access to specialized academies, institutes, and events.	Dr. Cyndy Mika

[illegible]

Board Agenda Item

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

Board Mtg. Date 08-19-2019	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:	AUTHOURIZE EXCHANGE OF REAL PROPERTY, CONSISTING OF APPROXIMATELY 16.376 ACRES (AT INTERSECTION OF ELDORADO PARKWAY AND LAKECREST DRIVE, TOWN OF LAKEWOOD VILLAGE, DENTON, COUNTY, TEXAS) WITH SAM HILL VENTURE				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CDB (LEGAL)				
Summary:	The Little Elm ISD will exchange approximately 16.376 acres located at the intersection of Eldorado Parkway and Lakecrest Drive in the extraterritorial jurisdiction (ETJ) of the Town of Lakewood, Village, Denton, County, Texas, with approximately 14.88 acres of Sam Hill Venture property, located in the Town of Lakewood, Village, Denton, County, Texas as further described in the attached surveys.				
Financial Implications:	Under separate cover				
Attachments:	Little Elm ISD Counteroffer to Sam Hill Venture Land Exchange Contract Board Resolution for Exchange of Real Property				

Recommendation:	The Administration recommends the Board approve the exchange of real property consisting of approximately 16.376 acres at the intersection of Eldorado Parkway and Lakecrest Drive, in the extraterritorial jurisdiction (ETJ) of the Town of Lakewood, Village, Denton, County, Texas to Sam Hill Venture for approximately 14.88 acres, in Lakewood Village, Denton, County, Texas and authorization for the Superintendent or their designee to execute final contracts.
Motion:	I move the Board approve the exchange of real property consisting of approximately 16.376 acres at the intersection of Eldorado Parkway and Lakecrest Drive, in the extraterritorial jurisdiction (ETJ) of the Town of Lakewood, Village, Denton, County, Texas to Sam Hill Venture for approximately 14.88 acres, in Lakewood Village, Denton, County, Texas and authorize the Superintendent or their designee to execute final contracts.

**RESOLUTION OF THE BOARD OF TRUSTEES OF
LITTLE ELM INDEPENDENT SCHOOL DISTRICT
AUTHORIZING THE EXCHANGE OF REAL PROPERTY**

WHEREAS, the Board of Trustees of Little Elm Independent School District (“District”) has determined that the approximately 16.376 acres of real property described in attached Exhibit “A” (the ADistrict Property@) is not necessary for the construction of facilities to meet the current and foreseeable needs of the District for educational purposes;

WHEREAS, the Board of Trustees is authorized by Texas Education Code section 11.154 to sell property;

WHEREAS, pursuant to Texas Education Code section 11.151, the Board of Trustees of the District is authorized to acquire and hold real and personal property;

WHEREAS, the Board of Trustees of the Little Elm Independent School District is currently acquiring real property for facilities to meet and support the educational needs of the students residing in the District;

WHEREAS, the sale or exchange of real property by a school district is governed by §272.001(a) of the Texas Local Government Code;

WHEREAS, pursuant to §272.001(a) of the Texas Local Government Code the District advertised the Property for sale;

WHEREAS, on February 18, 2019, in response to the District’s offer to sell or exchange the District Property, Sam Hill Venture, a Texas joint venture, offered in exchange the property generally described in Exhibit “B” (“Sam Hill Venture Property”) and has offered certain additional consideration; and

WHEREAS, the Board of Trustees has determined that the District Property should be conveyed to Sam Hill Venture, in exchange for the Sam Hill Venture Property and the additional consideration; therefore

Be it resolved,

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.

2. That the Board of Trustees approves and authorizes the exchange of the District Property described in Exhibit “A” for the Sam Hill Venture Property generally depicted in Exhibit “B”, as well as additional consideration, and authorizes the Superintendent to negotiate and execute a Real Estate Contract for Exchange of Property and other necessary documents to effect the exchange, except the deed.

3. That the Superintendent is authorized to tender the amount of closing and other costs to the title company and the President of the Board of Trustees is authorized to execute a deed and any other documents necessary to effect the exchange.

4. That it is hereby found, determine and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting, as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this ____ day of _____, 2019.

By: _____
David Montemayor, President, Board of Trustees
of the Little Elm Independent School District

ATTEST:

By: _____
Alex Flores, Secretary, Board of Trustees of the
Little Elm Independent School District

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Little Elm Independent School District during a regularly scheduled meeting on _____, 2019. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____

Noes: _____

Abstentions: _____

To certify which, witness my hand this _____ day of _____, 2019.

By: _____
David Montemayor, President, Board of Trustees of
the Little Elm Independent School District

THE STATE OF TEXAS	}	
	}	ACKNOWLEDGMENT
COUNTY OF ELLIS	}	

BEFORE ME, a Notary Public, on this day personally appeared David Montemayor, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Little Elm Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on _____, 2019, and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2019.

Notary Public, State of Texas

District Property

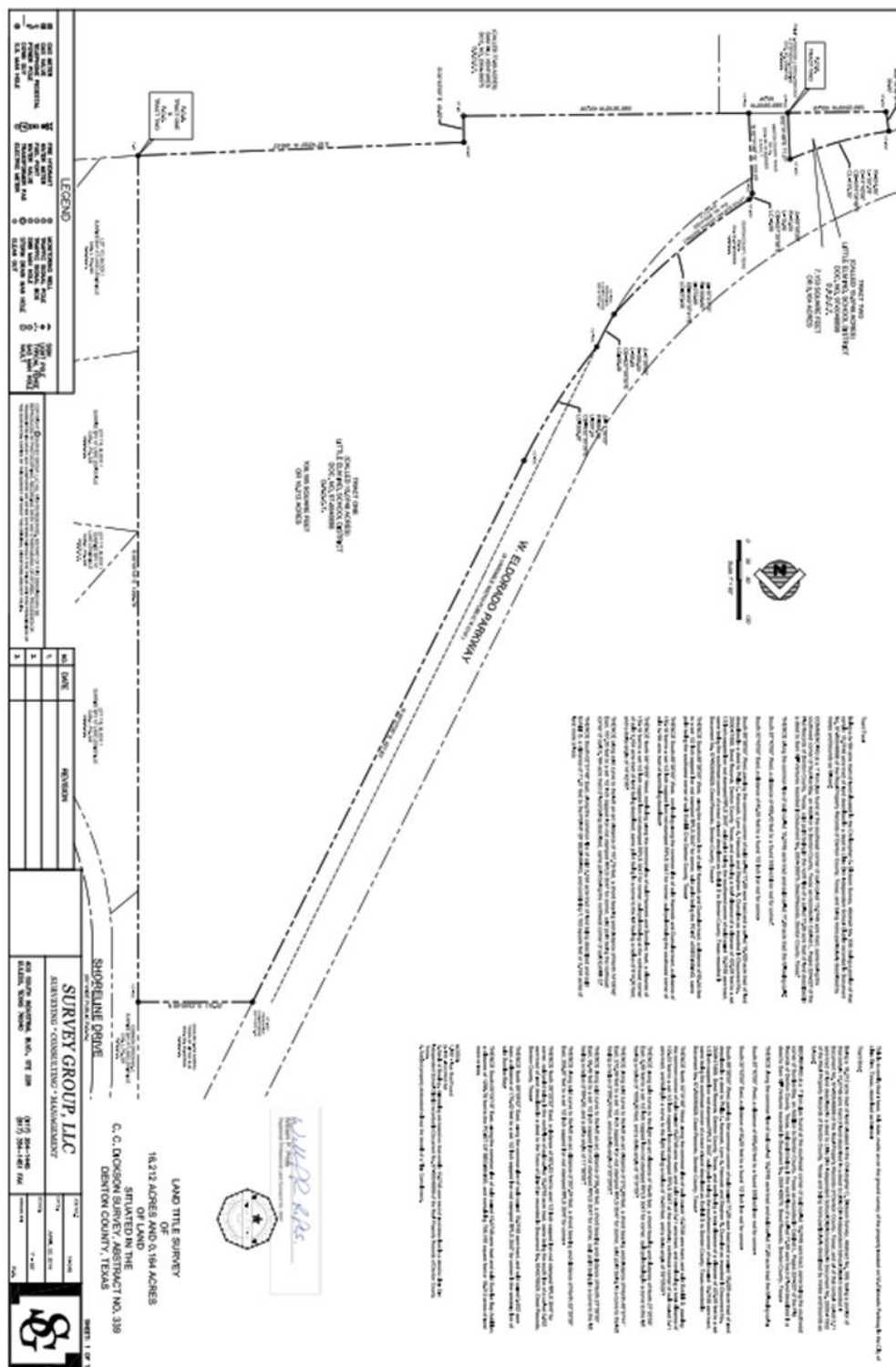
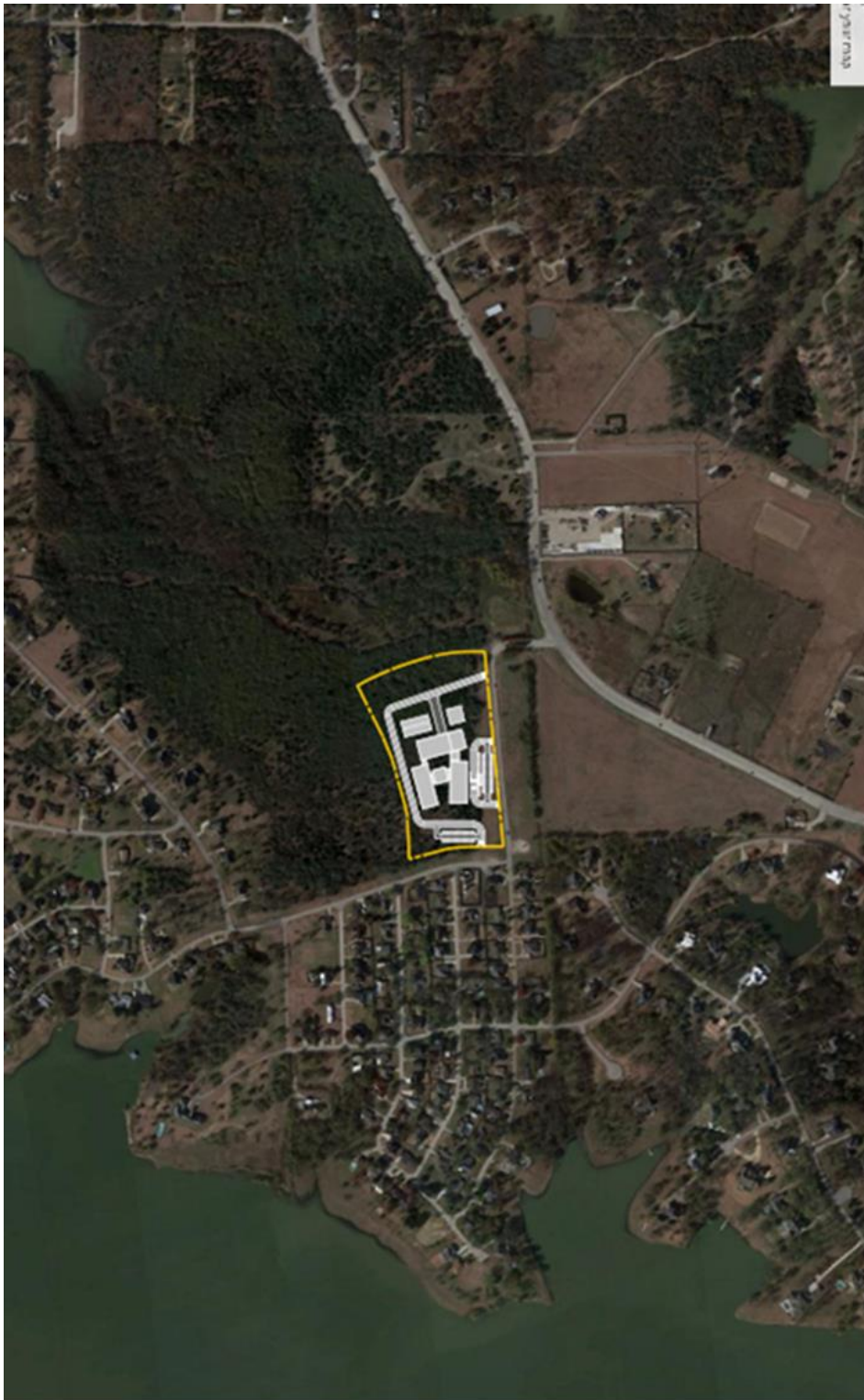


EXHIBIT “B”

Sam Hill Venture Property



REAL ESTATE CONTRACT FOR EXCHANGE OF PROPERTY

This contract to exchange real property is between Seller and Buyer as identified below, and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract.

Seller/District: BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT
300 Lobo Lane
Little Elm, TX 75068
Phone (972) 947-9340

Seller's Attorney: Elisabeth Nelson
WALSH GALLEGOS TREVIÑO RUSSO & KYLE P.C.
105 Decker Court, Suite 600
Irving, Texas 75062
Phone: (214) 574-8800
Fax: (214) 574-8801
Email: enelson@wabsa.com

Field Code Changed

Buyer: SAM HILL VENTURE, a Texas joint venture
5850 Granite Parkway, Suite 100
Plano, Texas 75024
Attn: Jim Williams, Jr.
Phone: (214) 618-3800
Fax: (214) 618-3815
Email: jim@landplan.net

Buyer's Attorney: Jessica Schwarz-Zik
LANDPLAN DEVELOPMENT CORP.
5850 Granite Parkway, Suite 100
Plano, Texas 75024
Phone: (214) 618-3816
Fax: (214) 618-3815
Email: jessica@landplan.net

Field Code Changed

Title Company: Nancy Colaluca
REPUBLIC TITLE OF TEXAS
2626 Howell Street, 10th Floor
Dallas, Texas 75204
Phone: (214) 855-8855
Fax: (214) 855-8898
Email: ncolaluca@republictitle.com

Earnest Money.

Buyer's Earnest Money. The Board approved Earnest Money amount is TEN THOUSAND SEVEN HUNDRED TWENTY-EIGHT AND 16/100 DOLLARS (\$10,728.16). This Earnest Money deposit of the Buyer which has been approved by the Board of Trustees shall be tendered to the Title Company by the Earnest Money Deadline in Section A.1. below.

District's Earnest Money. The Earnest Money deposit of the District shall be in the same amount as the Buyer's Earnest Money and shall be tendered to the Title Company by the Earnest Money Deadline in Section A.1.

County for Performance: This Contract shall be performed in Denton County, Texas.

A. DEADLINES AND OTHER DATES. All deadlines in this contract expire at 5:00 P.M., Central Standard Time, on the day indicated. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence of this agreement.

1. **Earnest Money Deadline:** the Earnest Money deposits shall be tendered to the Title Company within five (5) business days after the Effective Date.
2. **Delivery of Title Commitments:** thirty (30) days after the Effective Date.
3. **Delivery of Surveys:** thirty (30) days after the Effective Date.
4. **Delivery of UCC Search:** not applicable.
5. **Delivery of legible copies of instruments referenced in the Title Commitments and Surveys:** thirty-five (35) days after the Effective Date.
6. **Delivery of Title Objections:** ten (10) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. **Delivery of Records by District or Buyer as specified in herein:** thirty (30) days after the Effective Date.
8. **End of Inspection Period:** Later of (a) one hundred-twenty (120) days after the Effective Date or (b) Town of Lakewood Village (the "Town") approval of a land use agreement and annexation ordinance for the District's Exchange Property, and an ordinance rezoning the Buyer's remaining property (approximately sixty-two (62) acres adjacent to Buyer's Exchange Property), which land use agreement and ordinances are acceptable to District and Buyer and are effective at Closing; but no more than two hundred forty (240) days after the Effective Date. Buyer will attempt to obtain the Town's approval of the land use agreement and annexation ordinance for the District Exchange Property, and an ordinance rezoning the Buyer's remaining property, during the Inspection Period. If Buyer is successful in obtaining the Town's approval of the land use agreement and annexation and zoning ordinances during the Inspection Period, Buyer and District will cooperate so

that the annexation and zoning ordinances become effective at Closing. This provision shall survive closing.

9. **Closing Date:** on or before thirty (30) days after the end of the Inspection Period.

10. **Closing Time:** 4:00 p.m. unless otherwise agreed by District and Buyer.

B. EXHIBITS. The following exhibits are attached, and are incorporated by reference to form a part of this contract:

Exhibit A-1 – Description of the District Exchange Property

Exhibit A-2 – Description of Buyer Exchange Property

Exhibit B-1 – Form of Deed for conveyance of District's Exchange Property

Exhibit B-2 – Form of Deed for conveyance of Buyer's Exchange Property

C. SALE AND PURCHASE/CONSIDERATION

1. **Buyer Exchange Property.** Buyer, for the consideration described in Section C.2 of this Agreement and upon the terms and conditions hereof, hereby agrees to GRANT, SELL and CONVEY by Special Warranty Deed to the District in a form substantially similar to the one attached as **Exhibit B-2**, good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except as to Permitted Exceptions) to the following described property situated within the Town of Lakewood Village, Denton County, Texas (the "Buyer Exchange Property"), said Property being more particularly described in **Exhibit A-2**, attached hereto and incorporated herein for all purposes.

2. **District Exchange Property.** The District, for the consideration described in Section C.1 of this Agreement and upon the terms and conditions hereof, hereby agrees to GRANT, SELL and CONVEY by Special Warranty Deed, attached as **Exhibit B-1**, to the Buyer a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except as to Permitted Exceptions) to the following described property situated within the Town of Lakewood Village, Denton County, Texas (the "District Exchange Property"), said Property being more particularly described in **Exhibit A-1**, attached hereto and incorporated herein for all purposes.

3. **Exchange of Money.** The District and Buyer acknowledge that the District acquired the District Exchange Property with the proceeds of an issue of bonds (the "Bonds") the interest on which is excludible from the gross income of the holders pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended. To ensure that the land exchange does not adversely affect the excludability from gross income of interest payable on the Bonds, the District has requested that the consideration for the exchange involve an exchange of money at closing. Buyer and the District agree that consideration for the land exchange will be an exchange of money at closing, with Buyer paying to the District an amount representing the fair market value of the District Exchange Property and the District paying to Buyer an amount representing the fair market of the Buyer Exchange Property.

The fair market value of the Buyer Exchange Property is One Million One Hundred Seventy-Five Thousand One Hundred Forty-Two and 91/100 DOLLARS (\$1,175,142.91).

The fair market value of the District Exchange Property is One Million One Hundred Seventy-Five Thousand One Hundred Forty-Two and 91/100 DOLLARS (\$1,175,142.91).

4. **Utilities and Infrastructure.** Water services and sewer services are currently available to the Buyer Exchange Property. The Buyer Exchange Property has access to all public utilities. These public utilities are provided by Lakewood Village, as are police and fire protection. Telephone service is available to Buyer's Exchange Property from AT&T, and three-phase electric is available from CoServ.

The District and Buyer agree that Buyer will prepare an exhibit no later than sixty (60) days after the Effective Date to illustrate Buyer's proposed development plan and the District's conceptual plan (the "**Concept Plan**"). The Concept Plan will show a north-south road, as generally depicted on the Town's Thoroughfare Plan that will extend along the west boundary of the Buyer Exchange Property (the "**Road**"). During the Inspection Period, Buyer and District will use commercially reasonable efforts to agree upon the costs and timing of constructing the Road and associated turn lanes serving the Buyer Exchange Property (if any) (the "**Road Construction Agreement**"). The Road Construction Agreement will be recorded at Closing and shall be deemed to be a permitted exception to title for the Buyer Exchange Property and District Exchange Property. If the parties fail to mutually agree on a Road Construction Agreement prior to the end of the Inspection Period, either party shall have the right to terminate this Contract prior to the end of the Inspection Period whereupon the Buyer's Earnest Money shall be returned to Buyer.

The District and Buyer have agreed that sidewalks to be located on the District Exchange Property, the Buyer Exchange Property, and the Buyer's remaining property will be constructed on each property as each property is developed and the cost of such will be borne by the developer of the property. This section shall survive closing.

D. SURVEY AND TITLE COMMITMENT

1. Surveys.

a. **Of District Exchange Property.** If required by the Title Company or Buyer: Buyer, at Buyer's expense, shall obtain, by the deadline stated in Section A.3, an updated Category 1A - Land Title Surveys of the District Exchange Property satisfactory to the Title Company named herein, in order to delete the survey exception to title, if requested by Buyer, such survey to also include field notes, and show the boundary lines of both properties, all buildings, other improvements, easements, rights of way, utilities, and subsurface, surface, and above air encroachments, and if the District Exchange Property has been designated by the Federal Insurance Administration, the United States Army Corp. of Engineers, or any other governmental agency or body as being subject to special flooding hazards.

b. **Of Buyer Exchange Property.** If required by the Title Company or District: District, at District's expense, shall obtain, by the deadline stated in Section A.3, an updated Category 1A - Land Title Surveys of the Buyer Exchange Property, satisfactory to the Title Company named herein, in

order to delete the survey exception to title, if requested by District, such survey to also include field notes, and show the boundary lines of both properties, all buildings, other improvements, easements, rights of way, utilities, and subsurface, surface, and above air encroachments, and if the District Exchange Property has been designated by the Federal Insurance Administration, the United States Army Corp. of Engineers, or any other governmental agency or body as being subject to special flooding hazards.

2. ***Title Commitments.*** Title Commitment means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The effective date stated in the Title Commitment must be after the Effective Date of this Agreement. Title Policy means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer and District, respectively.

a. For District Exchange Property. The Title Commitment for the District Exchange Property will be furnished by the District to the Buyer by the deadline stated in Section A.2 (“District Exchange Property Title Policy”). The Title Policy will be issued by the Title Company referenced herein on the standard form promulgated by the State Board of Insurance of Texas insuring the District’s fee simple title to the District Exchange Property to be good and indefeasible, subject to the terms of such policy and the exceptions set forth therein in a face amount equal to the fair market value allocable to the District Exchange Property, and containing no exceptions other than (i) the standard printed exceptions; subsequent assessments for prior years due to change in land usage or ownership attributable to each Party which subsequent assessments each Party agrees to pay; and (ii) other exceptions, if any, which Buyer may approve (collectively, the “Permitted Exceptions”). The Title Commitment will be accompanied by copies of all instruments that create or evidence title exceptions affecting the District Exchange Property. The District will pay all premiums for the District Exchange Property Title Policy and any desired endorsements or deletions of exclusions Buyer may cause the Title Company to issue.

b. For Buyer Exchange Property. The Title Commitment for the Buyer Exchange Property will be furnished by the Buyer to the District by the deadline stated in Section A.2 (“Buyer Exchange Property Title Policy”). The Title Policy will be issued by the Title Company referenced in this Agreement on the standard form promulgated by the State Board of Insurance of Texas insuring the Buyer’s fee simple title to the Buyer Exchange Property to be good and indefeasible, subject to the terms of such policy and the exceptions set forth therein in a face amount equal to the fair market value allocable to the Buyer Exchange Property, and containing no exceptions other than (i) the standard printed exceptions; subsequent assessments for prior years due to change in land usage or ownership attributable to each Party which subsequent assessments each Party agrees to pay; and (ii) other exceptions, if any, which District may approve (collectively, the “Permitted Exceptions”). The Title Commitment will be accompanied by copies of all instruments that create or evidence title exceptions affecting the Buyer Exchange Property. The Buyer will pay all premiums for the Buyer Exchange Property Title Policy and any desired endorsements or deletions of exclusions District may cause the Title Company to issue.

3. ***Title Objections.*** Buyer and District shall notify the other Party, by the deadline stated in Section A.6 of objections to any of them (a “Title Objection”). Each Party will be deemed to have approved all matters reflected by the Survey and Title Commitment if such Party has not made an

Objection by the Title Objection Deadline. The matters that each Party either approves or is deemed to have approved are Permitted Exceptions. If either Party notifies the other Party of any Title Objection, the notified Party has five (5) days from receipt of notice to notify the objecting Party whether the notified Party agrees to cure the Title Objection[s] before closing (“Cure Notice”). If the notified Party does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objection[s] before Closing, the objecting Party may, within five (5) days after the deadline for the giving of the Cure Notice, notify the notified Party that either this Agreement is terminated or the objecting Party will proceed to close, subject to the notified Party’s obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under the notified Party after the Effective Date, and cure only the Title Objection[s] that the notified Party has agreed to cure in the Cure Notice. At or before closing, each Party must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through, or under that Party after the Effective Date of this Agreement, and cure the Title Objections that the Party has agreed to cure.

4. **Review Materials.** Not later than the deadline stated in A.5, each Party will provide to the other Party copies of or access (during regular business hours) to any leases, licenses, surveys, governmental notices, engineering reports and studies material to the Properties, which are in such Party’s possession or control (collectively, the “Review Materials”). Earnest money contracts, unrecorded closing documents, closing statements, privileged communications under the attorney/client privilege, confidential business or trade information, and any partnership agreements or other documents which are not material are excluded from the disclosure requirement as Review Materials hereunder. All Review Materials will be delivered or provided to the other Party “**AS IS**” and without any representation or warranty.

E. CONSENT TO ENTRY/INSPECTION

1. Consent to Entry.

a. **By District.** District, its legal representatives, successors and/or assigns, hereby consent and agree to allow the Buyer and/or its contractors to enter upon the District Exchange Property, at all times, upon prior oral or written notice to District or its legal representatives, after the date that this Agreement is executed by both Parties hereto as shown on the signature page (hereinafter referred to as “the Effective Date of this Agreement”), so that Buyer may inspect the District Exchange Property and, at Buyer’s expense, conduct such tests and studies of the District Exchange Property as Buyer deems necessary. Buyer agrees that it will not damage or impair the District Exchange Property in any way as a result of its activities thereon.

b. **By Buyer.** Buyer, its legal representatives, successors and/or assigns, hereby consent and agree to allow the District and/or its contractors to enter upon the Buyer Exchange Property, at all times, upon prior oral or written notice to Buyer or its legal representatives, after the Effective Date of this Agreement so that District may inspect the Buyer Exchange Property and, at District’s expense, conduct such tests and studies of the Buyer Exchange Property as District deems necessary. District agrees that it will not damage or impair the Buyer Exchange Property in any way as a result of its activities thereon.

2. **Mutual Inspection Periods.** The Parties each understand and agree that the proposed acquisition of the respective Exchange Properties offered by them is contingent upon the results of various tests and studies and due diligence to be performed by each Party, in their sole discretion, and/or the discretion of their respective authorized contractors, such tests and studies to include, but not be limited to; a soil test, Phase I Environmental Assessment, and, as necessary, a Phase II Environmental Assessment, and any other tests and studies, together with reports in connection therewith, in order to (1) determine the presence of any “hazardous substances”, “hazardous materials”, or “toxic substances” as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980; (“CERCLA”), as amended by the Superfund Amendments and Reauthorization Act of 1988 (“SARA”); the Hazardous Materials Transportation Act; the Resources Conservation and Recovery Act, as amended, as well as, State, and local laws, or (2) raise any other environmental or other concerns which would affect a Party’s decision to proceed with the acquisition of the other Party’s Exchange Property. Each Party shall have until the end of the Inspection Period in order to inspect the Exchange Property they are to receive in the transaction and conduct such tests and studies (“Inspection Period”). If a Phase II Environmental Assessment is necessary, the Parties agree to extend the Inspection Period up to an additional sixty (60) days. The consents to entry provided above shall provide access to the respective Parties, their authorized agents and contractors for such activities. The time period for the various tests and studies referenced in this Section may be shortened upon written agreement of the Parties.

a. Each Party agrees to provide to the other any and all tests, studies, and reports of the Exchange Property, including any environmental tests, studies and reports of such property in their possession, prior to such entry.

b. If Buyer, in Buyer’s sole discretion, is not satisfied with (a) the tests or studies it conducts or (b) environmental remediation work which may be tendered by District, to cure any environmental defects or, alternatively, the excessive costs necessary for Buyer to perform said remediation work or (c) the results of any title cure efforts, by District or (e) any other matter relating to the District Exchange Property for any reason whatsoever, Buyer may terminate this Agreement by giving written notice of termination to District within the Inspection Period. Upon District’s receipt of such notice neither Party shall have any further rights or obligations one to the other.

c. If District, in District’s sole discretion, is not satisfied with (a) the tests or studies it conducts or (b) environmental remediation work which may be tendered by Buyer, to cure any environmental defects or, alternatively, the excessive costs necessary for District to perform said remediation work or (c) the results of any title cure efforts, by Buyer or (e) any other matter relating to the Buyer Exchange Property for any reason whatsoever, District may terminate this Agreement by giving written notice of termination to Buyer within the Inspection Period. Upon Buyer’s receipt of such notice neither Party shall have any further rights or obligations one to the other.

F. REPRESENTATIONS, WARRANTIES, AND COVENANTS. As their respective sole and exclusive warranties, each party represents to the other, and covenants that to its actual knowledge:

1. **Authority.** Each has full right, power, and authority to execute and deliver this Agreement and to consummate the exchange transactions provided for herein without obtaining any further consents or approvals from, or the taking of any other actions with respect to, third parties. This Agreement, when executed and delivered by each Party, will constitute the valid and binding agreement of District and Buyer, enforceable against the other in accordance with its terms.

2. **Clear Title.** Each has good and indefeasible title in fee simple to their respective Exchange Properties, free and clear of all liens (except those liens that will be released at or before closing), and no Party, except as herein set forth, has or shall have on the Closing Date any rights in, or to acquire, either of the Exchange Properties, there being no other contracts outstanding for acquisition or lease of the Exchange Properties.

3. **No Adverse Actions Pending.** There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of either Party, threatened that could materially adversely affect the ownership, operation, or maintenance of the Exchange Properties of each, or each Party's ability to perform hereunder.

4. **All Bills Paid.** All bills and other payments due with respect to the ownership, operation, and maintenance of both the District Exchange Property and the Buyer Exchange Property have been paid or will be paid (i) in the ordinary course of business and (ii) prior to the Closing Date.

5. **Employees.** There are no employees engaged in the operation or maintenance of their respective Exchange Property for whom the current owner will be responsible after Closing.

6. **Covenants Regarding Notice.** Each Party covenants and agrees with the other Party that from and after the Effective Date of this Agreement until the Closing Date or the termination of this Agreement:

a. The Party will notify the other Party promptly upon receipt of any notice that any proceedings for the condemnation of either Properties, or any portion thereof, have been instituted.

b. The Party will advise the other Party promptly of any litigation, arbitration or administrative hearing concerning or affecting either Property of which such Party has actual knowledge or notice.

c. The Party will not encumber the subject Property, or grant any interest in, or allow any encumbrance including restrictive covenants, upon title to the subject Property.

Should any of the foregoing representations be found to be incorrect prior to the Closing, the Party to which the representation is found to be incorrect shall notify the other Party and cure same by the Closing Date, if reasonably possible. If such Party is unable to cure same by Closing Date, the other Party, as its sole and exclusive remedy, may either waive the incorrect representation and Close, or, by written notice to the other Party on or before the Closing Date terminate the Agreement.

G. ENVIRONMENTAL DISCLAIMER. The District Exchange Property and the Buyer Exchange Property subject to this Agreement will be conveyed subject to an environmental disclaimer which will be included in the conveyance deed.

H. CONDITION OF THE PROPERTY UNTIL CLOSING; COOPERATION; NO RECORDING OF CONTRACT

1. **Maintenance and Operation.** Until closing, the Parties will each (a) maintain their respective Properties as they existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, neither Party will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to the other of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that the other Party may consider the information before the end of the Inspection Period. If such notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, either Party may terminate this contract if the other enters into, amends, or terminates any contract that affects the Property without first obtaining the other's written consent.

2. **Casualty Damage.** Each Party will notify the other promptly after discovery of any casualty damage to their respective Properties. Neither Party will have an obligation to repair or replace their respective Property if it is damaged by casualty before closing. Either Party may terminate this contract if the casualty damage that occurs before closing would materially affect its intended use of the Property, by giving notice to the other Party within five (5) days after receipt of notice of the casualty (or before closing if the notice of the casualty is received less than five (5) days before closing). If the Party does not terminate this contract, the other will convey the Property to that Party in its damaged condition.

3. **Condemnation.** Each Party will notify the other promptly after it receives notice that any part of their respective Properties has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Either Party may terminate this contract if the condemnation would materially affect its intended use of the Property by giving notice to the other Party within five (5) days after receipt of notice of the casualty (or before closing if the notice of the casualty is received less than five (5) days before closing). If the Party does not terminate this contract following such notice, (a) each Party have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to the other, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. **Claims; Hearings.** Each Party will notify the other promptly of any written notice claim or administrative hearing that is threatened, filed, or initiated before closing that affects their respective Properties.

5. **Cooperation.** The Parties will cooperate with each other (a) before and after closing, to transfer the applications, permits, and licenses held by the other and used in the operation of their respective Properties and to obtain any consents necessary for the other to operate the Property after

closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of their respective Properties prepared by, for, or at the request of the other.

6. **No Recording.** Neither Party may file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, a Party records this contract or a memorandum or notice, the other may terminate this contract and record a notice of termination.

I. DEFAULT AND TERMINATION

1. **Termination by Right.** If either party terminates this contract in accordance with any of their respective rights to terminate this contract, including termination during the Inspection Period, the non-terminating Party will, within five (5) days of receipt of such termination notice, authorize Title Company to deliver the Earnest Money to the terminating Party, less \$100.00, which will be paid to the other as consideration for the right granted by each to terminate this contract. If this contract is terminated, each Party will promptly return to the other all documents relating to their respective Properties that were delivered to the other and all copies that the Party has made of the documents. After return of the documents and copies, neither Party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

2. **Default.** If either Party refuses or fails to consummate the exchange of the District or Buyer Exchange Property pursuant to this Agreement or breaches, defaults, or otherwise fails to perform hereunder, for any reason other than termination hereof pursuant to a right granted to either Party hereunder to do so, then the non-defaulting Party, as its sole and exclusive remedy, shall provide the defaulting Party with written notice which shall a) state, with particularity, the alleged breach, default or non-performance and the action required to cure such breach, etc., and b) contain a statement of intent to terminate this Agreement if the breach, default or non-performance is not cured. The defaulting Party, upon receipt of such notice of intent to terminate, stating the alleged breach, default, or nonperformance, and action required by in order to cure such default, breach, etc., shall have thirty (30) days after receipt of such notice in which to cure the alleged default, breach or nonperformance and to thereby prevent termination of this Agreement. Either Party, at its sole option, may extend to the other Party the time period to cure the alleged defaults referenced above, if satisfactory evidence is provided of said other Party's good faith efforts to commence cure within the aforementioned thirty (30) day period. Should such default, breach or nonperformance not be cured by the defaulting Party, the non-defaulting Party shall be entitled have the right to terminate this Agreement by giving the defaulting Party and the Title Company written notice of such termination.

J. Closing.

1. **Closing.** This transaction will close at Title Company's offices at the Closing Date and Closing Time. However, the Closing Date may be extended from business day to business day as necessary, so as to permit (i) the giving of any notice which is required or permitted to be given by any Party at or prior to Closing, (ii) the opportunity for any Party to respond to any such notice in the manner and within the time provided herein; and (iii) either Party curing any title defects agreed to be

cured by that Party. At Closing, District and Buyer shall deliver or cause each of the following to be delivered and each being deemed to have occurred simultaneously with the other events:

a. District's Closing Obligations:

- i. Execute and Deliver the Special Warranty Deed for the District Exchange Property subject to the Permitted Exceptions, disclaimers, conditions and covenants.
- ii. Deliver to the Buyer physical possession of the District Exchange Property free and clear of all tenancies of every kind.
- iii. Deliver evidence of District's authority to act hereunder in a form reasonably satisfactory to the Title Company.
- iv. Execute and Deliver such other documents as the Title Company may reasonably request to consummate the Closing and Effectuate the terms of the Agreement.

b. Buyer's Closing Obligations:

- i. Execute and Deliver the Special Warranty Deed for the Buyer Exchange Property subject to the Permitted Exceptions, disclaimers, conditions and covenants.
- ii. Deliver to the District physical possession of the Buyer Exchange Property free and clear of all tenancies of every kind.
- iii. Deliver evidence of Buyer's authority to act hereunder in a form reasonably satisfactory to the Title Company.
- iv. Execute and Deliver such other documents as the Title Company may reasonably request to consummate the Closing and Effectuate the terms of the Agreement.

2. ***Closing Costs***

a. District Exchange Property.

- i. District's Costs. District will pay for the District Exchange Property Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare and file the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by District; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the cost of certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in Section A.5.; and District's expenses and attorney's fees.
- ii. Buyer's Costs. Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey, the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the

survey reflect matters other than those required under this contract; and Buyer's expenses and attorney's fees.

b. Buyer Exchange Property.

- i. Buyer's Costs. Buyer will pay for the Title Policy on Buyer Exchange Property; one-half of the escrow fee charged by Title Company; the costs to prepare and file the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Buyer; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the cost of certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in Section A.5.; and Buyer's expenses and attorney's fees.
- ii. District's Costs. District will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Buyer's expense; the costs to obtain the Survey, the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by District; the costs of work required by District to have the survey reflect matters other than those required under this contract; and District's expenses and attorney's fees.

3. ***Ad Valorem Taxes.***

a. District Exchange Property. District represents that it is entitled to an exemption from ad valorem taxes during the time it owned the District Exchange Property. If this sale or Buyer's use of the Property results in the assessment of any ad valorem taxes for the District Exchange Property for the calendar year of closing, all such taxes and any associated costs will be paid by the Buyer. Buyer shall be responsible for notifying all taxing units having jurisdiction over the property of the change of ownership, and Buyer shall be responsible for any and all taxes, late fees or penalties assessed against the District Exchange Property by reason of Buyer's failure to so note the change of ownership. District will, upon request, provide to Buyer proof of District's ownership of the District Exchange Property prior to the date of closing, and will assist Buyer in demonstrating District's exemption from ad valorem taxes.

b. Buyer Exchange Property. Ad valorem taxes for the Buyer Exchange Property for the calendar year of closing will be prorated between District and Buyer as of the Closing Date. Buyer's portion of the prorated taxes will be paid to District at closing. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and the Parties will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. Buyer will promptly notify the District of all notices of proposed or final tax valuations and assessments that Buyer receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Buyer Exchange Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D,

of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to Section 23.55 thereof, the following will apply:

- (1) If Buyer changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- (2) If this sale or the District's use of the Property results in the assessment of additional taxes for periods before closing, District will pay the additional taxes, if any.

4. **Brokers' Commissions.** District and Buyer each represent to the other that no real estate broker or salesman has been involved in the negotiation of this Agreement. As a result, each Party represents to the other Party that no real estate brokerage commission is payable to any person or entity in connection with this Agreement and each Party agrees, to the extent permitted by law, and does hereby INDEMNIFY and HOLD HARMLESS the other Party against the payment of any commission to any person or entity claiming by, through or under the Buyer or the District, as applicable.

5. **Issuance of Title Policy.** The Parties will each cause Title Company to issue the Title Policy for their respective Properties to the other as soon as practicable after closing.

K. Miscellaneous Provisions

1. **Notices.** Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given, if the attorneys have been identified by the parties.

2. **Entire Contract.** The parties hereto expressly acknowledge and agree that, with regard to the subject matter of this Agreement and the transactions contemplated herein (1) there are no oral agreements between the parties hereto; and (2) this Agreement, including the defined terms and all exhibits and addenda, if any, attached hereto, (a) embodies the final and complete agreement between the parties; (b) supersedes all prior and contemporaneous negotiations, offers, proposals, agreements, commitments, promises, acts, conduct, courses of dealings, representations, statements, assurances and understandings, whether oral or written, and (c) may not be varied or contradicted by evidence of any such prior or contemporaneous matter or by evidence of any subsequent oral agreement of the parties hereto.

3. **Amendment.** Except where (1) otherwise authorized, permitted or required by the express terms of this Agreement and except where (2) notice to, consent or approval of, or joinder by any party has been expressly waived by the provisions hereof, no amendment, modification, deletion,

release, termination or extension of, alteration, variance or change in, or supplement to, the provisions of the Contract shall be valid and effective or otherwise binding on the parties hereto, unless, and until, such amendment, etc. shall have been reduced to writing and executed by the parties hereto with the same formality as this Agreement.

4. **Prohibition of Assignment.** No party hereto shall make in whole or in part any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party.

5. **Survival Of Representations And Warranties/Indemnity.** All representations and warranties made in this Agreement by either Party shall be continuing and shall be true and correct on and as of the date of the Closing, with the same force and effect as if made at that time, and shall survive the Closing. To the extent allowed by law, each party agrees to indemnify, defend and hold the other Party harmless from and against any loss, cost, liability, claim, fine, judgment or expense, including without limitation, attorneys' fees arising out of any breach of such Party's representations and warranties made in this Agreement if first discovered by the non-breaching Party after Closing. The indemnity contained in this Section shall survive the Closing.

6. **Choice of Law; Venue.** This contract will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Denton County, Texas.

7. **Waiver of Default.** It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. **No Third-Party Beneficiaries.** There are no third-party beneficiaries of this contract.

9. **Severability.** The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. **Ambiguities Not to Be Construed against Party Who Drafted Contract.** The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.

11. **No Special Relationship.** The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. **Time.** Time is of the essence of this contract. The parties require strict compliance with the times for performance. If the last date to perform under a provision of this Agreement falls on a Saturday, Sunday, or national holiday, the time for performance is extended until 5:00 p.m. the next day which is not a Saturday, Sunday, or national holiday.

13. **Counterparts.** If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

14. *Waiver of Consumer Rights.* **BUYER WAIVES ITS RIGHTS UNDER THE TEXAS DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41, et seq., OF THE TEXAS BUSINESS AND COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, BUYER VOLUNTARILY CONSENTS TO THIS WAIVER.**

15. ***Execution***

This agreement is entered into by and between the undersigned parties, and shall be effective on the date (“Effective Date”) of the last of the signatures by District and Buyer.

DISTRICT:

BOARD OF TRUSTEES OF THE LITTLE ELM
INDEPENDENT SCHOOL DISTRICT

By: _____
Daniel Gallagher, Superintendent of Schools

Date: _____

BUYER:

SAM HILL VENTURE, a Texas joint venture

By: JW Partners, Ltd., a Texas limited
Partnership, its General Partner

By: Texas Land Management, L.L.C.,
a Texas limited liability company,
its General Partner

By: _____
Jim Williams, Jr.
Chairman

By: _____
A.J. Reed
General Manager

Date: _____

Title Company acknowledges receipt of Earnest Money in the amount of \$10,728.16 each from Buyer and Seller as well as a copy of this contract executed by both Buyer and Seller.

REPUBLIC TITLE OF TEXAS

By: _____

Name: _____

Title _____

Date: _____

**Exhibit A-1
DISTRICT EXCHANGE PROPERTY**

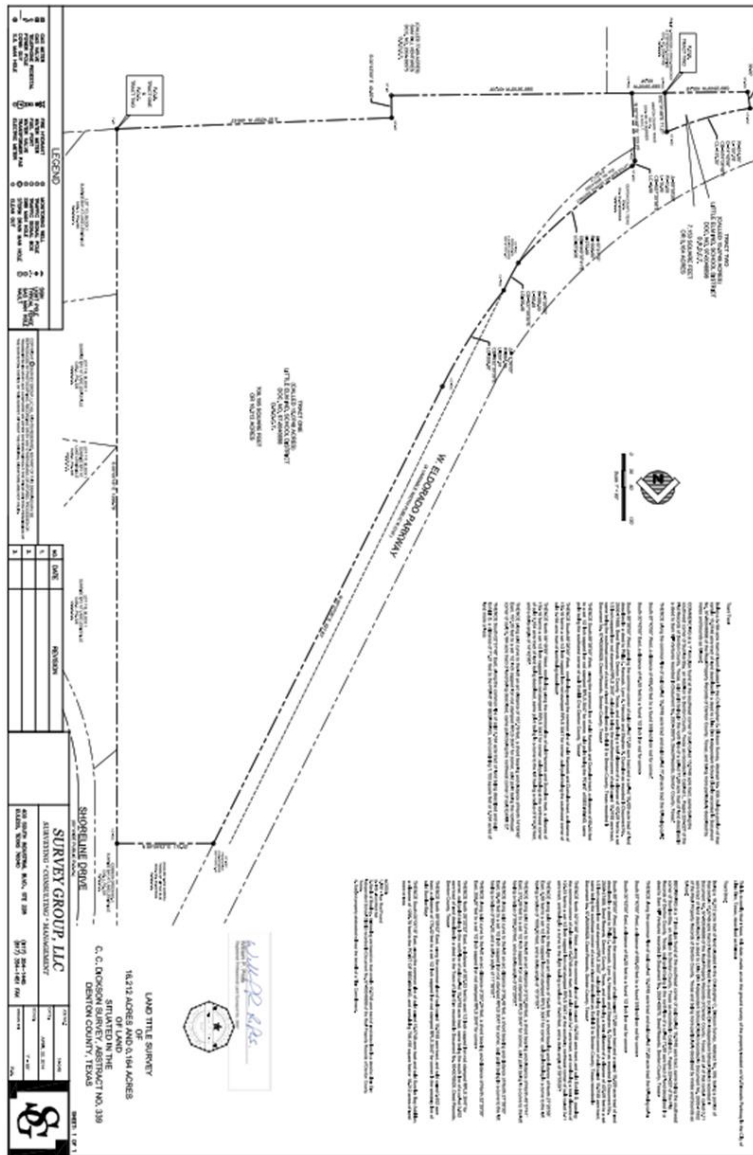


Exhibit A-2
BUYER EXCHANGE PROPERTY



Exhibit B-1

Form of Deed For Conveyance Of District's Exchange Property

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____

Grantor: BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

Grantor=s Mailing Address: Board of Trustees of the Little Elm Independent School District
300 Lobo Lane
Little Elm, TX 75068
Phone (972) 947-9340

Grantee: SAM HILL VENTURE, a Texas joint venture

Grantee=s Mailing Address: _____

_____ County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements):

[Property Description]

Reservations from and Exceptions to Conveyance and Warranty:

For Grantor and Grantor's heirs, successors and assigns forever, a reservation of all oil, gas and other minerals in and under and that may be produced from the Property.

Grantor waives and conveys to Grantee the right of ingress and egress to and from the surface of the Property relating to the portion of the mineral estate owned by Grantor and any and all rights to disturb the surface of the Property in any manner in connection with development, exploration and/or exploitation of the portion of the mineral estate owned by Grantor.

[Permitted Exceptions]

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Denton County water or utility district; and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN AND THE LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THE CONTRACT OF SALE AND PURCHASE BY AND BETWEEN GRANTOR AND GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT

(CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES.** GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever, and Grantor does hereby binds itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

Field Code Changed

When the context requires, singular nouns and pronouns include the plural.

BOARD OF TRUSTEES OF THE LITTLE ELM
INDEPENDENT SCHOOL DISTRICT

By: EXHIBIT ONLY – NOT FOR SIGNATURE
David Montemayor, President, Board of Trustees

THE STATE OF TEXAS }
 }
COUNTY OF DENTON } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared David Montemayor, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Little Elm School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on _____ [date]; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2019.

EXHIBIT ONLY – NOT FOR SIGNATURE
Notary Public, State of Texas

Return to Grantee=s Address:

Exhibit B-2
Form of Deed For Conveyance Of Buyer Exchange Property

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER=S LICENSE NUMBER.

WARRANTY DEED

Date: _____

Grantor: SAM HILL VENTURE, a Texas joint venture

Grantor=s Mailing Address: _____

_____ County

Grantee: BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT
SCHOOL DISTRICT

Grantee=s Mailing Address: Board of Trustees of the Little Elm Independent School District
300 Lobo Lane
Little Elm, TX 75068
Phone (972) 947-9340

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements):

[Property Description]

Reservations from Conveyance:

[Reservations]

Exceptions to Conveyance and Warranty:

[Permitted Exceptions]

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of

adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters arising from and existing by reason of any Denton County water or utility district; and taxes for 2019, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

THE PROPERTY IS SOLD AND CONVEYED TO AND ACCEPTED BY GRANTEE IN ITS PRESENT CONDITION, AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, OTHER THAN THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT THE SALES PRICE REFLECTS SUCH CONDITION. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE LIMITED SPECIAL WARRANTY OF TITLE INCLUDED HEREIN AND THE LIMITED WARRANTIES AND REPRESENTATIONS CONTAINED IN THE CONTRACT OF SALE AND PURCHASE BY AND BETWEEN GRANTOR AND GRANTEE, THE SALE OF THE PROPERTY IS WITHOUT ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, AGREEMENT, STATEMENT OR EXPRESSION OF OPINION (OR LACK THEREOF) OF OR WITH RESPECT TO: (I) THE CONDITION OF THE PROPERTY OR ANY ASPECT THEREOF, INCLUDING, WITHOUT LIMITATION, ANY AND ALL EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES RELATED TO SUITABILITY FOR HABITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE; (II) THE SOIL CONDITIONS, DRAINAGE, TOPOGRAPHICAL FEATURES OR OTHER CONDITIONS OF THE PROPERTY OR WHICH AFFECT THE PROPERTY; (III) ANY CONDITIONS RELATING TO OR ARISING FROM ANY ARCHEOLOGICAL OR HISTORIC SITE, CEMETERY, BURIAL GROUND, ENDANGERED SPECIES HABITAT, OR OTHER SUCH CONDITION WHICH MAY AFFECT THE PROPERTY; (IV) AREA, SIZE, SHAPE, CONFIGURATION, LOCATION, CAPACITY, QUANTITY, QUALITY, VALUE, CONDITION OR COMPOSITION OF THE PROPERTY; (V) ANY ENVIRONMENTAL, GEOLOGICAL, METEOROLOGICAL, STRUCTURAL OR OTHER CONDITION OR HAZARD OR THE ABSENCE THEREOF HERETOFORE, NOW OR HEREAFTER AFFECTING IN ANY MANNER ANY OF THE PROPERTY; AND (IV) ALL OTHER EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES BY GRANTOR WHATSOEVER. GRANTEE HAS MADE ITS OWN PHYSICAL INSPECTION OF THE PROPERTY AND HAS SATISFIED ITSELF AS TO THE CONDITION OF THE PROPERTY FOR GRANTEE'S INTENDED USE. GRANTOR MAKES NO EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES AS TO THE NATURE OR QUANTITY OF THE INTERESTS THEY OWN IN ANY OIL, GAS AND OTHER MINERALS.

AFTER CLOSING, AS BETWEEN GRANTEE AND GRANTOR, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF GRANTEE, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. **TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL**

PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF GRANTOR'S OWN NEGLIGENCE OR THE NEGLIGENCE OF GRANTOR'S REPRESENTATIVES. TO THE EXTENT PERMITTED BY THE LAWS AND CONSTITUTION OF THE STATE OF TEXAS, GRANTEE INDEMNIFIES, HOLDS HARMLESS, AND RELEASES GRANTOR FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON GRANTORS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever, and Grantor does hereby binds itself and its successors to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:_____

By: EXHIBIT ONLY – NOT FOR SIGNATURE_____

THE STATE OF TEXAS	}	
	}	ACKNOWLEDGMENT
COUNTY OF DENTON	}	

BEFORE ME, a Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his/her oath stated that he/she was authorized to execute such instrument and that said instrument is executed as his/her free and voluntary act and deed for the purposes and consideration expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2019.

EXHIBIT ONLY – NOT FOR SIGNATURE
Notary Public, State of Texas

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 08-19-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	LITTLE ELM INDEPENDENT SCHOOL DISTRICT PURCHASE OF REAL PROPERTY, APPROXIMATELY 1.315 ACRES ON HART ROAD, LITTLE ELM, TEXAS 75068 (DENTON CO. APPRAISAL DISTRICT ID NO. 284461)				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CDB (LEGAL)				
Summary:	Pursuant to Texas Education Code section 11.151, the Board of Trustees of the Little Elm Independent School District is acquiring real property for the construction of facilities to meet the educational needs of the students residing in the District.				
Financial Implications:	Under separate cover				
Attachments:	Real Estate Sales Contract Board Resolution for the Purchase of Real Property				
Recommendation:	The Administration recommends approval of the purchase of approximately 1.315 acres at Hart Road, Little Elm, Texas (Denton Co. Appraisal District ID No. 284461), and authorization for the Superintendent to negotiate and sign a contract to purchase said real property as discussed in closed session.				
Motion:	I move that the Board approve the purchase of approximately 1.315 acres at Hard Road, Little Elm, Texas 75068 (Denton Co. Appraisal District ID No. 284461) and authorize the Superintendent to negotiate and sign a contract to purchase real property as discussed in closed session.				

**RESOLUTION OF THE BOARD OF TRUSTEES OF
LITTLE ELM INDEPENDENT SCHOOL DISTRICT
FOR PURCHASE OF REAL PROPERTY**

WHEREAS, pursuant to Texas Education Code section 11.151, the Board of Trustees of the Little Elm Independent School District (“District”) is authorized to acquire and hold real and personal property;

WHEREAS, the Board of Trustees is currently acquiring real property for the construction of facilities to meet the educational needs of the students residing in the District;

WHEREAS, the real property described in Exhibit “A” attached hereto and incorporated herein for all purposes (“Property”) is necessary for the construction of facilities to meet the educational needs of the students residing in the District; and

WHEREAS, the District desires to enter into a real estate sales contract with the owner of the Property for purchase of the Property by the District; therefore,

Be it resolved,

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. That the Board of Trustees of the Little Elm Independent School District authorizes and approves entering into a real estate contract for the purchase of the Property described in Exhibit “A”.
3. That the Superintendent and Associate Superintendent/Chief Financial Officer are each authorized to negotiate and sign a real estate sales contract for the purchase of the Property, tender the purchase price of the Property and the amount of closing and other costs to the title company for payment to the seller of the Property and to execute any other documents necessary to effect the purchase.
4. That it is hereby found, determined and declared that a sufficient written notice of the date, time, place and subject of the meeting of the Board of Trustees of the Little Elm Independent School at which this Resolution was adopted was posted at a place convenient and readily accessible at all times to the general public for the time required by law preceding this meeting as required by chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. The Board of Trustees further ratifies, approves and confirms such written notice and posting thereof.

FINALLY PASSED AND ADOPTED this _____ day of _____, 2019.

By: _____
David Montemayor, President
Board of Trustees of the
Little Elm Independent School District

ATTEST:

By: _____
Alex Flores, Secretary
Board of Trustees of the
Little Elm Independent School District

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Little Elm Independent School District during a regularly scheduled meeting on August_____, 2019. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____
Noes: _____
Abstentions: _____

To certify which, witness my hand this _____ day of _____, 2019.

By: _____
David Montemayor, President
Board of Trustees of the
Little Elm Independent School District

THE STATE OF TEXAS }
 }
COUNTY OF DENTON } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared David Montemayor, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon his oath stated that he is the President of the Board of Trustees of the Little Elm Independent School District; that he was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on August _____, 2019; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 2019.

Notary Public, State of Texas

Exhibit "A"
Description of Property

That certain tract or parcel of land containing 1.315 acres, more or less, located at Hart Road, Little Elm, Denton County, Texas, 75068 in the A. Vestal Survey, Abstract 1312 (Denton County Appraisal District Id No. 284461).

REAL ESTATE SALES CONTRACT

This contract to buy and sell real property is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1 for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: MLM64, LLC

Address: 2639 Brenner Drive
Dallas, Texas 75220-1319

Attn: Masoud "Matt" Nadery

Phone: (972) 978-5664

Fax: _____

E-mail: _____

Type of entity: a Texas limited liability company

Seller's Attorney: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Seller's Broker: _____

Address: _____

Phone: _____

Fax: _____

E-mail: _____

Buyer: THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT ("District")

Address: 300 Lobo Lane
Little Elm, TX 75068
Phone: 972.947.9340
Email: ganderson@littleelmsd.net

Type of entity: Independent School District and political subdivision of the State of Texas

Buyer's Attorney: WALSH GALLEGOS TREVIÑO RUSSO & KYLE P.C.
Elisabeth D. Nelson

Address: 105 Decker Court, Suite 600
Irving, Texas 75062
Phone: 214-574-8800
Fax: 214-574-8801
Email: enelson@wabsa.com

Buyer's Broker: _____
Charles Stafford
Address: _____

Phone: _____
Fax: _____
Email: _____

Property: Approximately 1.315 acres in the A. Vestal Survey, Abstract No. 1312, Denton County, Texas, at ____ Hart Road, Little Elm, Texas 75068.

The parties acknowledge that the legal description contained in this contract technically may be, or is, legally insufficient for the purposes of supporting an action for specific performance or other enforcement hereof. As such, the parties confirm to each other that notwithstanding the insufficiency, if any, they desire to proceed with the conveyance of the Property as contemplated by this contract. Because the parties are desirous of executing this contract, they agree that (a) they are experienced in transactions of the nature provided for in this contract, (b) in fact, they are specifically familiar with the location of the Property, (c) each party waives any and all claims of an insufficient legal description in a cause of action for performance hereunder, and (d) upon the delivery of the Survey (defined below) to Buyer, and approval of such Survey by Buyer, the metes and bounds description of the Property prepared by the Surveyor in connection with the Survey will be the description of the Property for the purposes of this contract. The parties agree that, upon

approval of the Survey by Buyer, this contract will be deemed to be automatically amended to incorporate the metes and bounds description of the Property as prepared by the Surveyor in connection with the preparation of the Survey; provided, that, upon the written request of either Buyer or Seller, the parties agree to amend this contract to incorporate such metes and bounds description as Exhibit A hereto.

Title Company: _____

Address: _____

Attention: _____

Phone: _____

Fax: _____

E-mail: _____

Purchase Price: FOUR HUNDRED AND EIGHTY THOUSAND AND NO/100 DOLLARS (\$480,000.00)

Earnest Money: FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00).

Independent Consideration: One Hundred and No/100 Dollars (\$100.00) of the Earnest Money shall be independent consideration ("Independent Consideration") for the option and right to terminate this contract granted to Buyer in Section G(3) herein, which Independent Consideration shall be non-refundable to Buyer, and shall be applied to the Total Sales Price at Closing.

County for Performance: Denton County

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence of this contract.

1. Earnest Money Deadline: Three (3) days after the last of the signatures of Buyer and Seller.
2. Delivery of Title Commitment: Twenty (20) days after the Effective Date.
3. Delivery of Survey: Thirty (30) days after the Effective Date.
4. Delivery of UCC Search: Not Applicable.

5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Thirty-five (35) days after the Effective Date.
6. Delivery of Title Objections: Ten (10) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. Delivery of Seller's records as specified in Exhibit C: Ten (10) days after the Effective Date.
8. End of Inspection Period: Sixty (60) days after the Effective Date.
9. Closing Date: Ninety (90) days after the Effective Date.
10. Closing Time: 4:00 p.m. unless otherwise agreed by Seller and Buyer

B. Closing Documents

1. At closing, Seller will deliver the following items:

Special Warranty Deed

IRS Non-foreign Person Affidavit

Evidence of Seller's authority to close this transaction

Lien release, if any, as required by section K(2)(f).

2. At closing, Buyer will deliver the following items:

Evidence of Buyer's authority to consummate this transaction

Lien release, if any, as required by section K(2)(f).

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise agreed by the parties before closing, the deed will be prepared on the form attached as Exhibit E.

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A – Description of the Land

Exhibit B – Representations; As is, Where is

Exhibit C – Seller's Records

Exhibit D – Applicable Statutory Notices, Statements, and Certificates

Exhibit E – Form of Deed

D. Purchase and Sale of Property

1. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract. **Seller and Buyer agree that this Agreement shall not be binding upon or enforceable against Buyer until the Board of Trustees of the District has approved this Agreement in a properly noticed open meeting of the Board of Trustees.**

E. Interest on Earnest Money

Buyer may direct Title Company to invest the Earnest Money in an interest-bearing account in a federally insured financial institution by giving notice to Title Company and satisfying Title Company's requirements for investing the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Title and Survey

1. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by a surveyor satisfactory to Buyer and Title Company, dated after the Effective Date, and certified to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for Category 1A Survey.

4. *UCC Search.* Not applicable.

5. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A.2 and legible copies of the instruments

referenced in the Title Commitment and Survey by the deadline stated in section A.5. Buyer will cause the Survey, if required, to be delivered by the deadline stated in section A.3.

6. *Title Objections.* Buyer has until the deadline stated in section A.6 (“Title Objection Deadline”) to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer’s objections to any of them (“Title Objections”). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are “Permitted Exceptions.” If Buyer notifies Seller of any Title Objections, Seller has five (5) days from receipt of Buyer’s notice to notify Buyer whether Seller agrees to cure the Title Objections before closing (“Cure Notice”). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within five (5) days after the deadline for the giving of Seller’s Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller’s obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must resolve the items that are listed on Schedule C of the Title Commitment, remove all liquidated liens, remove all exceptions that arise by, through or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

1. *Review of Seller’s Records.* Seller will deliver to Buyer copies of Seller’s records specified in Exhibit C, or otherwise make those records available for Buyer’s review, by the deadline stated in section A.7.

2. *Entry onto the Property.* Buyer may enter the Property before closing to inspect it, subject to the following:

- a. Buyer may not unreasonably interfere with existing operations or occupants of the Property;
- b. Buyer must notify Seller in advance of Buyer’s plans to conduct tests so that Seller may be present during the tests;
- c. if the Property is altered because of Buyer’s inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs;
- d. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors within three (3) days after their preparation or receipt; and
- e. Buyer must abide by any other reasonable entry rules imposed by Seller.

3. *Buyer's Right to Terminate.* Buyer may terminate this contract for any reason by notifying Seller before the end of the Inspection Period.

H. Representations

The Seller's representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

1. *Maintenance and Operation.* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all contracts and governmental regulations affecting the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three (3) days before the end of the Inspection Period, the Inspection Period will be extended for three (3) days. After the end of the Inspection Period, Buyer may terminate this contract if Seller enters into, amends, or terminates any contract that affects the Property without first obtaining Buyer's written consent.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this contract if the casualty damage that occurs before closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before closing if Seller's notice of the casualty is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) pay to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before closing if Seller's notice is received less than fifteen (15) days before closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the

condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion taken.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing and (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. *No Recording.* Buyer may not file this contract or any memorandum or notice of this contract in the real property records of any county. If, however, Buyer records this contract or a memorandum or notice, Seller may terminate this contract and record a notice of termination.

J. Termination

1. *Disposition of Earnest Money after Termination.*

a. *To Buyer.* If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, within five (5) days of receipt of Buyer's termination notice, Title Company shall deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as consideration for the right granted by Seller to Buyer to terminate this contract.

b. *To Seller.* If Seller terminates this contract in accordance with Seller's right to terminate due to Buyer's default, Buyer will, within five (5) days of receipt of Seller's termination notice, authorize Title Company to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract.

K. Closing

1. *Closing.* This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

a. *Closing Documents.* The parties will execute and deliver the Closing Documents.

b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

d. *Delivery of Originals.* Seller will deliver to Buyer the originals of Seller's Records.

e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing.

2. *Transaction Costs.*

a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; Title Company's inspection fee to delete from the Title Policy the customary exception for parties in possession; the cost of certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in section A.5.; and Seller's expenses and attorney's fees.

b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain the Survey, if required, the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and Buyer's expenses and attorney's fees.

c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty (30) days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to section 23.55 thereof, the following will apply:

(1) If Seller changes the use of the Property before closing, resulting in the assessment of additional taxes for periods before closing, Seller will pay the additional taxes.

(2) If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.

d. *Income and Expenses.* Income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after closing for operating expenses incurred on or before the Closing Date and not adjusted at closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten (10) days after notice of Buyer's invoice.

e. *Post-closing Adjustments.* If errors in the prorations made at closing are identified within ninety (90) days after closing, Seller and Buyer will make post closing adjustments to correct the errors within fifteen (15) days of receipt of notice of the errors.

f. *Brokers' Commissions.* Buyer, to the extent permitted by the laws and Constitution of the State of Texas, and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

3. *Issuance of Title Policy.* Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

a. *Termination; Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer. If Seller's Default occurs after Buyer has incurred costs to investigate the Property after the Effective Date and Buyer terminates this contract in accordance with the previous sentence, Seller will also pay to Buyer as liquidated damages Buyer's actual out-of-pocket expenses incurred to investigate the Property after the Effective Date within ten (10) days after Seller's receipt of an invoice from Buyer stating the amount of Buyer's expenses.

- b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligations under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.
2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may as its sole and exclusive remedy terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.
3. *Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money, in the case of Buyer's default, and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

M. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, electronic mail, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given if the attorneys have been identified by the parties.
2. *Entire Contract.* This contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this contract.
3. *Amendment.* This contract may be amended only by an instrument in writing signed by the parties.
4. *Prohibition of Assignment.* Buyer may not assign this contract or any of Buyer's rights under it without Seller's prior written consent, and any attempted assignment is void. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.
5. *Survival.* The obligations of this contract that cannot be performed before termination of this contract or before closing will survive termination of this contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents will control.

6. *Choice of Law; Venue.* This contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County in which the Property is located.
7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.
8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this contract.
9. *Severability.* The provisions of this contract are severable. If a court of competent jurisdiction finds that any provision of this contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.
10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this contract.
11. *No Special Relationship.* The parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.
12. *Counterparts.* If this contract is executed in multiple counterparts, all counterparts taken together will constitute this contract.

(SIGNATURE PAGE FOLLOWS.)

SELLER:
MLM64, LLC

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

BUYER:
BOARD OF TRUSTEES OF THE LITTLE ELM
INDEPENDENT SCHOOL DISTRICT

Daniel Gallagher, Superintendent of Schools

Date: _____

Title Company acknowledges receipt of Earnest Money in the amount of
\$_____ and a copy of this contract executed by both Buyer and Seller.

By: _____

Name: _____

Title _____

Date: _____

EXHIBIT A
DESCRIPTION OF THE LAND

EXHIBIT B

REPRESENTATIONS; AS IS, WHERE IS

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller has authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.
5. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.
6. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
7. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.
8. *Possession.* On the Closing Date, no persons will be in possession of any part of the Property as lessees, tenants at sufferance or trespassers.
9. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

10. *No Warranty.* Seller has made no warranty except the limited warranty of title in connection with this contract.

B. “As Is, Where Is”

THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN “AS IS, WHERE IS” TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT FOR THE WARRANTY OF TITLE STATED IN THE CLOSING DOCUMENTS AND SELLER’S REPRESENTATIONS TO BUYER SET FORTH IN SECTION A OF THIS EXHIBIT B.

THE PROPERTY WILL BE CONVEYED TO BUYER IN AN “AS IS, WHERE IS” CONDITION, WITH ALL FAULTS. ALL WARRANTIES, EXCEPT THE WARRANTY OF TITLE IN THE CLOSING DOCUMENTS, ARE DISCLAIMED.

EXHIBIT C

SELLER'S RECORDS

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in section A.7.:

Governmental

governmental licenses, certificates, permits, and approvals

tax statements for the current year

notices of appraised value for the current year

records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

soil reports

environmental reports

engineering reports

prior surveys

site plans

appraisals

EXHIBIT D

APPLICABLE STATUTORY NOTICES, STATEMENTS, AND CERTIFICATES

D.1. Pipelines. Tex. Prop. Code § 5.013. [Reserved]

D.2. Location Inside City With Subdivision and Development Restrictions. Tex. Loc. Govt. Code § 212.155(a). [Reserved]

D.3 USTs or ASTs. 30 Tex. Admin Code § 334.9. [Reserved]

D.4. Coastal Area Property. Tex. Nat. Res. Code § 33.135(a). [Reserved]

D.5. Coastal Real Property Near a Beach. Tex. Nat. Res. Code § 61.025(a). [Reserved]

D.6. Certain Water Districts. Tex. Water Code § 49.452. [Reserved]

D.7. Municipal Utility Districts (MUD). Tex. Water Code § 54.016(h)(4)(A). [Reserved]

D.8. Mold Remediation. Tex. Occ. Code § 1958.154. [Reserved]

D.9. Future Transportation Corridor. Tex. Loc. Govt. Code § 232.0033. [Reserved]

D.10. Non-Allowed Transfer Fee. Tex. Prop. Code § 5.205 [Reserved]

D.14. Water Level Fluctuations. Tex. Prop. Code § 5.019 [Reserved]

EXHIBIT E

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Date: _____

Grantor: _____

Grantor's Mailing Address: _____

_____ County

Grantee: BOARD OF TRUSTEES OF THE LITTLE ELM
INDEPENDENT SCHOOL DISTRICT

Grantee's Mailing Address: _____

Denton County

Consideration: TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration.

Property (including improvements):

[PROPERTY DESCRIPTION]

Reservations from Conveyance: [RESERVATIONS]

Exceptions to Conveyance and Warranty: [PERMITTED EXCEPTIONS]

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, grants, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, their heirs, beneficiaries, successors and assigns forever; and it does hereby bind itself and its successors to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, their heirs, beneficiaries, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is by, through or under Grantor but not otherwise, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.

By: **EXHIBIT ONLY - NOT FOR SIGNATURE**
[Name of Grantor]

THE STATE OF TEXAS }
 }
COUNTY OF _____ } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument, and having
been sworn, upon his/her oath stated that he/she is the _____ of
_____; that he/she was authorized to execute such instrument; and
acknowledged to me that he/she executed the same for the purposes and consideration herein
expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____,
2019.

EXHIBIT ONLY - NOT FOR SIGNATURE
Notary Public, State of Texas

Return to Grantee's Address:
Little Elm Independent School District

Attention: Superintendent of Schools

Board Agenda Item

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

Board Mtg. Date 8-19-19	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:	INTERLOCAL COOPERATION AGREEMENT WITH THE TOWN OF LITTLE ELM, REGARDING FUNDING AND CONSTRUCTION OBLIGATIONS FOR THE RECONSTRUCTION OF FRENCH SETTLEMENT ROAD				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Summary:	Approve Interlocal Agreement with the Town of Little Elm for the reconstruction of French Settlement Road adjacent to the new Walker Middle School.				
Financial Implications:	Commitment to fund 28% of the total cost of reconstruction amounting to \$846,632.00, which was included in the previously approved Project Budget for Walker Middle School.				
Attachments:	Interlocal Agreement between The Town of Little Elm and the Little Elm ISD Previously approved Walker Middle School Budget.				

Recommendation: The Administration recommends approval of the Interlocal Cooperation Agreement as presented.

Motion: I move the Board approve the Interlocal Cooperation Agreement as presented.

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE TOWN OF LITTLE ELM, TEXAS, AND
THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT REGARDING
CERTAIN FUNDING AND CONSTRUCTION OBLIGATIONS OF FRENCH
SETTLEMENT ROAD

This Agreement ("**Agreement**"), is made and entered into by and between the Town of Little Elm, Texas, a home-rule municipality ("**Town**"), and the Little Elm Independent School District, a political subdivision of the State of Texas ("**District**"). The Town and the District are sometimes referred to collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code ("**Act**"), authorizes local governments to contract with one or more local governments to perform governmental functions and services under the terms of the Act; and

WHEREAS, the Town and the District are both local governments as defined by Section 791.003(4) of the Act engaged in the provision of governmental functions and services to their citizens; and

WHEREAS, these functions and services serve the public health, safety, and welfare, promote efficiency and effectiveness of local governments, and are of mutual concern to the Parties; and

WHEREAS, the Town and the District, 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, it has been determined that a segment of the road named French Settlement from Hill Lane to Eldorado Parkway (hereinafter referred to as the "**Project**") should be reconstructed from a two lane 20-foot-wide chip seal street to a three lane 37-foot-wide concrete street with turn lanes, pedestrian refuge islands, sidewalks, and underground storm drainage; and

WHEREAS, the Project shall also include the replacement of an existing six-inch water line with a twelve-inch water line to obtain fire flows for the new District middle school to be constructed on the District's real property south of French Settlement; shall include the provision of crosswalks, school zone flashers, markings, and signage on Dickson Lane, Eldorado Parkway, and French Settlement; and shall include the installation of a new traffic signal at the intersection of Eldorado Parkway and Dickson Lane; and

WHEREAS, the Project is a partnership among Denton County ("**County**"), the Town, and the District to share the costs of the Project since the Project involves a road that is an integral part of the County's and Town's shared road systems, and the Project provides utility improvements and school safety improvements for the District; and

WHEREAS, the Town will be responsible to construct, or cause to be constructed, the Project; and

WHEREAS, the Town and the County have, or will, enter into an Interlocal Cooperation Agreement (“Town/County ILA”) that provides for those entities to jointly pay for the Project cost with each entity to pay for one-half of the total Project cost related to street, drainage, and traffic control improvements; and

WHEREAS, as the District shall also benefit from the Project, the District has determined that it is in its best interests to participate in the funding of the Project for a portion of the street, drainage, and traffic control improvements, and for a portion of the utility improvements, such that the District’s anticipated share of the Project Cost shall be Eight Hundred Forty Six Thousand Six Hundred Thirty Two and No/100 Dollars (\$846,632.00), as more particularly set forth in the “Summary of Engineering, ROW Acquisition, and Construction Costs” (“Project Cost Summary”) attached hereto as *Exhibit A*; and

WHEREAS, the intent of this Agreement, coupled with the Town/County ILA, will be for the County to bear 44% of the total Project cost (which is anticipated to be \$1,332,466); for the Town to bear 28% of the total Project cost (which is anticipated to be \$846,632), and for the District to bear 28% of the total Project cost (which is anticipated to be \$846,632), as is more particularly set forth in the Project Cost Summary ~~(which is a summary of the anticipated total Project cost and which anticipates that each entity referenced in the Project Cost Summary will pay their respective anticipated percentage of the total Project cost, which may vary from the line item estimates, but which shall in sum add up to the entity’s total respective anticipated percentage of the total Project cost);~~ 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, the Town and the District, for the mutual consideration hereinafter stated, agree and understand as follows:

Section 1. FINDINGS INCORPORATED

The findings set forth above are incorporated into the body of this Agreement as if fully set forth herein.

Section 2. TERM

This Agreement shall continue in force until all obligations of the Parties under the Agreement have been satisfied.

Section 3. OBLIGATIONS OF THE PARTIES.

The Town and the District covenant and agree that, while this Agreement is in effect, they shall comply with the following terms and conditions:

A. **Project Construction.** The Town shall be responsible to construct, or cause to be constructed, the Project as set forth in the construction plans and drawings attached hereto as *Exhibit B*.

B. **Project Costs.** As set forth in the Project Cost Summary, the District's total share of the Project Cost is anticipated to be, and shall not exceed, \$846,632 (28% of the total Project cost), and the Town's total share of the Project Cost is anticipated to be \$846,632 (28% of the total Project cost).

~~C. **Cost Overruns.** While the Parties believe that the estimated costs are accurate, the District and the Town understand and acknowledge that they will be responsible for payment of their respective shares of the actual Project costs up to their respective 28% of the total Project cost, regardless of whether the actual Project costs are greater or less than the estimated cost.~~

~~CD. **District Payments to the Town.** As the Town proceed with the completion of the Project, the Town shall submit invoices for reimbursement to the District at the addressed provided in Section 5.D below, on a monthly basis, and the District shall reimburse the Town on a pro rata basis, based on the relative funding obligations of the Parties but not to exceed the District's amount provided above, for all approved expenses within thirty (30) calendar days of receipt of an invoice from the Town, provided all expenditures are made in a manner consistent with the terms of this Agreement. Upon satisfactory completion of the Project, Town shall submit a copy of a full audit of the Project to District. The District shall pay to the Town its share of the Project costs (28% of the total Project cost), which is anticipated to be \$846,632, within thirty (30) days after the Town executes a contract for the construction of the Project. Upon final acceptance of the Project by the Town, if it is determined that the Project cost was greater than the anticipated costs, the District shall pay to the Town its share of the increased costs within thirty (30) days after the Town's acceptance of the Project. In the event that the Project cost was less than the anticipated costs, the Town shall reimburse to the District its share of the decreased costs within thirty (30) days after the Town's acceptance of the Project.~~

Section 5. MISCELLANEOUS PROVISIONS

A. **Effective Date.** The effective date of this Agreement shall be the last day this Agreement is approved by a Party hereto as indicated on the signature blocks below (the "**Effective Date**").

B. **Entire Agreement.** This Agreement represents the entire agreement between Town and District and supersedes all prior negotiations, representations and/or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the governing bodies of both the Town and District or those authorized to sign on behalf of those governing bodies.

C. Immunity and Defenses. It is expressly understood and agreed that, in the execution of this Agreement, no Party waives, nor shall be deemed hereby to have waived any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the Parties do not create any obligations, express or implied, other than those set forth herein, and this Agreement shall not create any rights in parties not signatories hereto.

D. Notice. All notices required by this Agreement shall be addressed to the following, or other such Party or address as either Party designates in writing, by certified mail, postage prepaid, or by hand delivery:

Town of Little Elm:

Attn: Matt Mueller, Town Manager
Town of Little Elm
100 W. Eldorado Parkway
Little Elm, Texas 75068
Telephone: 214-975-0400
Fax: 214-540-2340

Little Elm Independent School District:

Attn: Daniel Gallagher, Superintendent
Little Elm Independent School District
1900 Walker Lane
Little Elm, Texas 75068-5220
Telephone: 972-292-1847
Fax: 972-294-1107

E. Severability Clause. The provisions of this Agreement are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Agreement is for any reason held by a court of competent jurisdiction to be contrary to law or contrary to any rule or regulation have the force and effect of the law, the remaining portions of the Agreement shall be enforced as if the invalid provision had never been included.

F. Successors and Assigns. This Agreement shall be binding upon the Parties hereto, their successors, and assigns. Neither of the Parties will assign nor transfer an interest in this Agreement without the written consent of the other Party.

G. Venue. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of this Agreement. The Parties agree that this Agreement is performable in Denton County, Texas, and that exclusive venue shall lie in Denton County, Texas.

{Execution Pages Follow}

APPROVED by the Town Council of the Town of Little Elm, Texas, in its meeting held on the _____ day of _____, 2019, and executed by its authorized representative.

TOWN OF LITTLE ELM, TEXAS

Matt Mueller, Town Manager

ATTEST:

Kathy Phillips, Town Secretary

APPROVED AS TO FORM:

Robert F. Brown, Town Attorney

ACKNOWLEDGMENT

STATE OF TEXAS

§

§

COUNTY OF DENTON

§

This instrument was acknowledged before me on the ____ day of _____, 2019 by Matt Mueller, Town Manager of the **TOWN OF LITTLE ELM, TEXAS**, a home-rule municipality, on behalf of said municipality.

Notary Public in and for the State of Texas

APPROVED by the Little Elm Independent School District, Denton County, Texas, in its meeting held on the _____ day of _____, 2019, and executed by its authorized representative.

**LITTLE ELM INDEPENDENT SCHOOL
DISTRICT, DENTON COUNTY, TEXAS**

Daniel Gallagher, Superintendent

ATTEST:

ACKNOWLEDGMENT

STATE OF TEXAS

§
§
§

COUNTY OF DENTON

This instrument was acknowledged before me on the ____ day of _____, 2019 by Daniel Gallagher, Superintendent of the **LITTLE ELM INDEPENDENT SCHOOL DISTRICT**, a political subdivision of the State of Texas, on behalf of said independent school district.

Notary Public in and for the State of Texas

EXHIBIT A

Summary of Engineering, ROW Acquisition, and Construction Costs

Town of Little Elm

June 13, 2019

French Settlement Road Reconstruction

Summary of Engineering, ROW Acquisition, and Construction Costs

Street, Drainage and Traffic Control Improvements

Pavement	\$ 1,545,193
Drainage	\$ 121,680
Signal	\$ 400,000
Contingency (15%)	\$ 315,000
Total Construction Costs	\$ 2,381,873
Engineering (88%)	\$ 201,618
ROW Acquisition	\$ 81,400
Total Street, Drainage and Traffic Control Costs	\$ 2,664,891

Cost Allocations:

Denton County (50%)	\$ 1,332,446
Town of Little Elm (25%)	\$ 666,223
Little Elm ISD (25%)	\$ 666,223

Utility Improvements

Construction Costs	\$ 287,660
Contingency (15%)	\$ 45,000
Total Construction Costs	\$ 332,660
Engineering (12%)	\$ 28,159
Total Utility Costs	\$ 360,819

Cost Allocations:

Town of Little Elm (50%)	\$ 180,409
Little Elm ISD (50%)	\$ 180,409

Cost Allocation Summary

Denton County	\$ 1,332,446
Town of Little Elm	\$ 846,632
Little Elm ISD	\$ 846,632
Total Project Cost	\$ 3,025,710

Engineering Cost Summary

Original	\$	138,987
Change Order 1	\$	15,990
Change Order 2	\$	59,500
Traffic Study	\$	15,300
Total Engineering Fees	\$	229,777

Right-of-Way Acquisition Cost Summary

Parcel	ROW (sf)	\$/SF	ESMT (sf)	\$/SF	Appraisal	Total Cost
1	1075	\$15.00	880	\$7.50	\$2,500	\$ 25,225
2	1250	\$5.00	700	\$2.50	\$2,500	\$ 10,500
3	1110	\$5.00	700	\$2.50	\$2,500	\$ 9,800
4	970	\$5.00	700	\$2.50	\$2,500	\$ 9,100
5	815	\$5.00	715	\$2.50	\$2,500	\$ 8,363
6	2140	\$5.00	2085	\$2.50	\$2,500	\$ 18,413
Total	7360		5780			\$81,400.00

EXHIBIT B

Construction Plans and Drawings

[to be attached]

ENGINEER'S PRELIMINARY OPINION OF CONSTRUCTION COST

Client Name: Town of Little Elm, Texas

PK No.: 3480-18.101

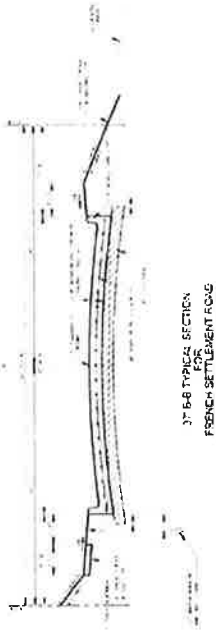
Project Title: French Settlement Road Paving Improvements (Eldorado Pkwy to Hill Ln)

Date: 05/06/2019

Paving Section						
Bid No.	Spec No.	Bid Item Description	Units	Estimated Quantity	Unit Cost	Total Cost
PAVEMENT						
1.01	TMUTCD	Barricades, Signs & Traffic Handling	LS	1	\$ 40,000.00	\$ 40,000.00
1.02	203.3	Prepare Right of Way	STA	25.0	10,000.00	250,000.00
1.03	203.3	Remove Culvert (12'-36")	LF	565	18.00	10,170.00
1.04	01750	Stormwater Pollution Prevention Plan	LS	1	7,000.00	7,000.00
1.05	107.2	Project Sign	EA	2	700.00	1,400.00
1.06	02224	Roadway Excavation	CY	3,785	18.00	68,130.00
1.07	03614.7	8" Portland Cement Concrete Pavement	SY	9,468	70.00	662,760.00
1.08	03614	5" Concrete Sidewalk	SY	1,031	55.00	56,705.00
1.09	03614	Concrete Median	SY	73	60.00	4,380.00
1.10	03615	8" Flexible Base (Crushed Stone)	SY	9,598	15.00	143,970.00
1.11	02960	2" Type "D" Asphalt Pavement	SY	1,360	25.00	34,000.00
1.12	02960	4" Type "B" Asphalt Pavement	SY	1,360	40.00	54,400.00
1.13	02960	6" Concrete Driveway Approaches	SY	485	65.00	31,525.00
1.14	02960	8" Concrete Driveway Approaches	SY	220	75.00	16,500.00
1.15	305.2	Curb Ramps	EA	4	2,000.00	8,000.00
1.16	202.2	4" Thick Topsoil and Sod	SY	2,854	15.00	42,810.00
1.17	202.6	4" Thick Topsoil and Seeding	SY	2,675	10.00	26,750.00
1.18	203	Remove and Replace Mailbox	EA	14	800.00	11,200.00
1.19	TMUTCD	Remove Sign	EA	4	125.00	500.00
1.20	TMUTCD	Small Roadside Sign and Assemblies	EA	26	400.00	10,400.00
1.21	672	4" Raised Pavement Marking (Type II-A-A)	EA	90	5.00	450.00
1.22	804	24" Solid White Type II ReflectORIZED (120-Mil) Pavement Marking - Stop Bar	LF	199	5.00	995.00
1.23	804	4" Solid Yellow Type II ReflectORIZED (120-Mil) Pavement Marking	LF	3,502	1.00	3,502.00
1.24	804	4" Solid White Type II ReflectORIZED (120-Mil) Pavement Marking	LF	100	1.00	100.00
1.25	804	4" Broken Yellow Type II ReflectORIZED (120-Mil) Pavement Marking	LF	790	1.00	790.00
1.26	804	8" Solid Yellow Type II ReflectORIZED (120-Mil) Pavement Marking	LF	93	2.00	186.00
1.27	804	8" Solid White Type II ReflectORIZED (120-Mil) Pavement Marking	LF	35	2.00	70.00
1.28	305.4	Pavement Header at Existing Pavement (includes sawcut)	LF	230	45.00	10,350.00
1.29	502.1	Adjust Manhole Cover to Grade	EA	3	1,750.00	5,250.00
1.30	601.2	Metal Beam Guard Fence	LF	138	50.00	6,900.00
1.31	TMUTCD	School Signs with flasher	EA	6	6,000.00	36,000.00
Pavement Subtotal						\$ 1,545,193.00
DRAINAGE						
2.01	508	18" Reinforced Concrete Pipe Installation	LF	56	\$ 100.00	\$ 5,600.00
2.02	508	24" Reinforced Concrete Pipe Installation	LF	584	135.00	78,840.00
2.03	508	2'X2' Reinforced Concrete Box Installation	LF	99	180.00	15,840.00
2.04	702.8	10" Curb Inlet	EA	3	5,000.00	15,000.00
2.05	702.8	2'X2' Safety End Treatment (B-PD) (6-1)	EA	1	1,400.00	1,400.00
2.06	702.8	4'X4' Junction Box	EA	1	5,000.00	5,000.00
Drainage Subtotal						\$ 121,680.00
WATER						
3.01	506	12" Water Pipe Installation	LF	2,653	\$ 55.00	\$ 145,915.00
3.02	502.5	Water Fittings	TON	3.0	5,000.00	15,000.00
3.03	502.6	6" Gate Valve & Box	EA	9	1,200.00	10,800.00
3.04	502.6	12" Gate Valve & Box	EA	7	2,500.00	17,500.00
3.05	502.3	Fire Hydrants	EA	8	4,000.00	32,000.00
3.06	502.3	6" Water Pipe Installation	LF	106	50.00	5,300.00
3.07	502.1	1" Water Service Connections (Short)	EA	18	800.00	14,400.00
3.08	502.1	2" Water Service Connections (Long w/ Encasement)	EA	1	2,000.00	2,000.00
3.09	502.1	Water Service Meter Box	EA	19	500.00	9,500.00
3.10	02228	Trench Safety for Water	LF	2,759	3.00	8,277.00
3.11	506.6	Connect to Existing Water Main	EA	2	1,500.00	3,000.00
3.12	203.3	Abandon Existing Water Main	LF	2,053	5.00	10,265.00
3.13	502.3	Remove and Salvage Existing Fire Hydrant	LF	3	700.00	2,100.00
Water Subtotal						\$ 276,057.00
WASTEWATER						
4.01	507	8" Wastewater Pipe Installation	LF	81	\$ 60.00	\$ 4,860.00
4.02	502.1	5' Manhole (All Depths)	EA	1	6,500.00	6,500.00
4.03	02228	Trench Safety for Wastewater	LF	81	3.00	243.00
Wastewater Subtotal						\$ 11,603.00
TOTAL						\$ 1,954,533.00
SIGNAL AT DICKSON LANE						\$ 400,000.00
15% CONTINGENCIES						\$ 360,000.00
TOTAL OPINION OF CONSTRUCTION COSTS						\$ 2,714,533.00

French Settlement Reconstruction

Exhibit
Proposed Improvements



LIMITS OF PROPOSED 37' WIDE,
3-LANE ROADWAY & 12" WATER LINE

PROPOSED
TRANSPORTATION
FACILITY

PROPOSED WALKER
MIDDLE SCHOOL

PROPOSED
TRAFFIC SIGNAL

1000 ft

Google Earth

© 2018 Google

THE STATE OF TEXAS §
 §
COUNTY OF DENTON §

**INTERLOCAL COOPERATION AGREEMENT BETWEEN
DENTON COUNTY, TEXAS, AND THE TOWN OF LITTLE ELM, TEXAS**

THIS AGREEMENT is made, entered into and executed by and between Denton County, Texas, a duly organized political subdivision of the State of Texas, hereinafter “the County;” and the Town of Little Elm, Texas, a duly organized municipality under the laws of the State of Texas, hereinafter “the Town.” The County and the Town are collectively referred to herein as “the Parties.”

WHEREAS, the County and the Town mutually desire to enter into this Agreement for the purpose of providing for all necessary engineering, right-of-way acquisition and construction to allow for the reconstruction of French Settlement Road from Hill Lane to Eldorado Parkway, as well as the installation of a new traffic signal located at Eldorado Parkway and Dickson Lane. French Settlement Road will be rebuilt from a two-lane rural roadway to a 3-lane concrete roadway with turn lanes and pedestrian accommodations, located within the municipal limits of the Town and Denton County Commissioner Precinct #1, hereinafter “the Project;” and

WHEREAS, the Interlocal Cooperation Act, Texas Government Code Chapter 791, hereinafter “the Act,” provides authorization for a local government to contract with one or more local governments to perform governmental functions and services under the terms of the Act and the County and the Town hereby mutually agree to be subject to the provisions of the Act; and

WHEREAS, the County and the Town value the timely completion of the Project which involves roads which are an integral part of the County’s road system and the Parties are undertaking the Project to facilitate safe travel on an improved roadway; and

NOW, THEREFORE, this Agreement is hereby made and entered into by the County and the Town upon and for the mutual consideration stated herein:

WITNESSETH:

I.

Pursuant to Texas Government Code §791.011, the County and the Town hereby enter into this Agreement in order to perform certain governmental functions and services in the area of streets, roads and drainage. The purpose of this Agreement is to provide a governmental function or service that each party is authorized to perform individually.

II.

The County and the Town hereby agree that the scope of the Project shall be limited to providing for all necessary engineering, right-of-way acquisition and construction to allow for the reconstruction of French Settlement Road from Hill Lane to Eldorado Parkway, as well as the installation of a new traffic signal located at Eldorado Parkway and Dickson Lane. French Settlement Road will be rebuilt from a two-lane rural roadway to a 3-lane concrete roadway with turn lanes and pedestrian accommodations, at a total project cost of TWO MILLION SIX HUNDRED SIXTY-FOUR THOUSAND EIGHT HUNDRED NINETY-ONE AND NO/100 DOLLARS (\$2,664,891.00).

III.

The County hereby agrees to contribute an amount which shall not exceed ONE MILLION THREE HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$1,332,446.00) toward satisfactory of construction of the Project, provided that any and all funding is approved by formal action of the Denton County Commissioners Court.

IV.

The Town hereby agrees to contribute an amount which shall not exceed ONE MILLION THREE HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FORTY-FIVE AND NO/100 DOLLARS (\$1,332,445.00) and to provide all necessary engineering, right-of-way acquisition and construction required for satisfactory completion of the Project. In addition, the Town will provide all inspections of the Project.

V.

This exchange of in-kind services between the County and the Town is deemed adequate consideration for the obligations exchanged by the Parties herein.

VI.

As the Town proceeds with the completion of the Project, the Town shall submit invoices for reimbursement to the Denton County Auditor, Jeff May, 401 W. Hickory Street, Suite 423, Denton, Texas 76201, on a monthly basis and the County shall reimburse the Town on a pro rata basis, based on the relative funding obligations of the Parties, for all approved expenses related to the Project within thirty (30) calendar days of receipt of an invoice from the Town, provided that all expenditures are made in a manner which is consistent with the terms of this Agreement. Upon satisfactory completion of the Project, the County and the Town shall prepare and complete a full audit of the Project. The Town shall submit a copy of all invoices to Mr. John Polster, c/o Innovative Transportation Solutions, Inc., 2701 Valley View Lane, Farmers Branch, Texas 75234, at the same time invoices are submitted to the Denton County Auditor.

VII.

As required by Texas Transportation Code §251.012 and as evidenced by the signature of the Town's representative below, the governing body of the Town by the execution of and approval of this Agreement hereby approves of the expenditure of County money to finance the construction, improvement, maintenance or repair of a street or alley in the County that is located in the Town.

VIII.

This Agreement may be terminated in whole, or in part, by the County or the Town upon thirty (30) days written notice to the other party. In the event of termination by the County, the County shall pay all approved invoices submitted up to and including the date of termination.

IX.

This Agreement represents the entire integrated agreement between the County and the Town and supersedes all prior negotiations, representations and/or agreements, either oral or written. This Agreement may be amended only by written instrument

signed by both of the Parties. Notices shall be directed as follows:

For Town: Honorable David Hillock, Mayor
 Town of Little Elm, Texas
 100 West Eldorado Parkway
 Little Elm, Texas 75068

Copy To: Ms. Kathy Phillips, Town Secretary
 Town of Little Elm, Texas
 100 West Eldorado Parkway
 Little Elm, Texas 75068

For County: Honorable Andy Eads
 Denton County Judge
 110 West Hickory Street, 2nd Floor
 Denton, Texas 76201

Copy To: Denton County District Attorney's Office - Civil Division
 1450 East McKinney Street, Suite 3100
 Denton, Texas 76209

X.

The covenants, terms and conditions herein are to be construed under the laws of the State of Texas and are performable by the Parties in Denton County, Texas. The Parties mutually agree that venue for any obligation arising from this Agreement shall lie in Denton County, Texas.

XI.

The County agrees and understands that the County, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and representatives of the Town.

XII.

The Town agrees and understands that the Town, its employees, servants, agents and representatives shall at no time represent themselves to be employees, servants, agents and representatives of the County.

XIII.

The County agrees to accept full responsibility for the acts, negligence and

omissions of all County employees, agents, subcontractors and contract laborers and for all other persons doing work under a contract or agreement with the County.

XIV.

The Town agrees to accept full responsibility for the acts, negligence and omissions of all City employees, agents, subcontractors and contract laborers and for all other persons doing work under a contract or agreement with the Town.

XV.

This Agreement is not intended to extend the liability of the Parties beyond that provided for by law. Neither the County nor the Town waive, nor shall be deemed to have hereby waived, any immunity or defense that would otherwise be available to it against claims made by third parties.

XVI.

In the event that any portion of this Agreement shall be found to be contrary to law, it is the intent of the Parties hereto that the remaining portions shall remain valid and in full force and effect to the fullest extent possible.

XVII.

The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto, and each party hereby certifies to the other that any necessary resolutions extending said authority have been duly passed and are now in full force and effect.

XVIII.

This Agreement becomes effective when signed by the last party whose signing makes the respective agreement fully executed and the term of this Agreement is for the life of the Project beginning on the date of execution of this Agreement and continuing until the Project is completed.

Executed this _____ day of _____, 2019.

DENTON COUNTY, TEXAS
110 West Hickory
Denton, Texas 76201

By: _____
Honorable Andy Eads
Denton County Judge
Acting by and on behalf of the authority
the Denton County Commissioners Court

ATTEST:

By: _____
Denton County Clerk

APPROVED AS TO FORM:

By: _____
Assistant District Attorney

TOWN OF LITTLE ELM, TEXAS
100 West Eldorado Parkway
Little Elm, Texas 75068

By: _____
Honorable David Hillock
Mayor of the Town of Little Elm, Texas
Acting by and on behalf of the authority
of the Town of Little Elm, Texas

ATTEST:

By: _____
Town Secretary

APPROVED AS TO FORM:

By: _____
Town Attorney

COUNTY AUDITOR'S CERTIFICATE

I hereby certify funds are available to accomplish and pay the obligation of
Denton County, Texas, under this Agreement.

Denton County Auditor

APPROVAL OF INTERLOCAL COOPERATION AGREEMENT

Denton County, Texas, acting by and through the Denton County Commissioners Court, having been advised of the Project, with a total contribution by Denton County in an amount not to exceed ONE MILLION THREE HUNDRED THIRTY-TWO THOUSAND FOUR HUNDRED FORTY-SIX AND NO/100 DOLLARS (\$1,332,446.00) which shall be paid to the Town of Little Elm, Texas, hereby gives its specific written approval to the Project prior to beginning the Project satisfaction of Texas Government Code §791.014.

The description of the Project to be undertaken and its location are as follows: to provide for all necessary engineering, right-of-way acquisition and construction to allow for reconstruction of French Settlement Road from Hill Lane to Eldorado Parkway, as well as, the installation of a new traffic signal located at Eldorado Parkway and Dickson Lane. French Settlement Road will be rebuilt from a two-lane rural roadway to a 3-lane concrete roadway with turn lanes and pedestrian accommodations, located within the municipal limits of the Town and Denton County Commissioner Precinct #1.

The local governments which requested the Project and with whom the agreement is by and between are Denton County, Texas, and the Town of Little Elm, Texas.

By vote on the date below, the Denton County Commissioners Court has approved the Project identified above and authorized execution of this document by the presiding officer of the Denton County Commissioners Court.

Date: _____

By: _____
Presiding Officer of the Denton
County Commissioners Court



BUDGET TRACKING

Walker MS Org. #043

	ACCOUNT CODES	DESCRIPTION	BUDGET
01	648-81-6629-00-043-8-99-0-00	CONSTRUCTION ACTIVITIES	\$ 57,130,622.00
		Cost of Work	\$ 48,634,253.00
		General Conditions	\$ 1,586,402.00
	\$ 56,130,622.00	Contingencies & Allowances	\$ 2,906,667.00
		Insurance & Bonds	\$ 1,913,612.00
		CMAR Fee (1.95%)	\$ 1,089,688.00
		Offsite Development	\$ 1,000,000.00
00	648-81-6629-01-043-8-99-0-00	A/E FEES	\$ 3,658,398.49
		Base Fee @ 6%	\$ 3,367,837.32
		Additional Services	\$ 254,339.40
		Reimbursables	\$ 36,221.77
02	648-81-6629-02-043-8-99-0-00	THIRD PARTY VENDORS	\$ 7,029,000.00
		FF&E P/D/I	\$ 4,850,000.00
		Contingency @10%	\$ 485,000.00
		Technology P/D/I	\$ 1,500,000.00
		Moving Services	\$ 194,000.00
03	648-81-6629-03-043-8-99-0-00	THIRD PARTY CONSULTANTS	\$ 609,118.00
		Hazmat Services	\$ -
		Phase I Environmental	\$ 3,000.00
		Phase II Environmental	\$ -
		Food Service Consultant	\$ -
		Civil/Landscaping	\$ -
		Surveys B/T/Tr/Env	\$ 34,500.00
		Traffic Impact Analysis	\$ 12,000.00
		Traffic Management Plan	\$ 4,000.00
		Shelter Peer Review	\$ 3,500.00
		Geotech	\$ 53,000.00
		Materials Testing	\$ 198,283.00
		Injection Observations & Testing	\$ 22,500.00
		Test & Balance	\$ 153,265.00
		Commissioning	\$ 87,070.00
		Energy Audit	\$ 3,000.00
		Roof Consultant	\$ 35,000.00
04	648-81-6629-04-043-8-99-0-00	PERMITS & FEES	\$ 30,000.00
		Legal	\$ 20,000.00
		Other	\$ 10,000.00
05	648-81-6629-05-043-8-99-0-00	Miscellaneous Costs	\$ 16,000.00
		Printing/Misc.	\$ 5,000.00
		Bid Advertisements	\$ 1,000.00
		Overtime-Custodial Support	\$ 10,000.00
06	648-81-6629-06-043-8-99-0-00	OWNER'S CONTINGENCY	\$ 65,511.80
		@10%	\$ 65,511.80

TOTAL PROJECT BUDGET

\$ 68,538,650.29

Board Approved December 17, 2018

Board Agenda Item

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

Board Mtg. Date 08-19-2019	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:	T-PESS APPRAISERS				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	DNB (LEGAL)				
Summary:	Approval of T-PESS Evaluation Appraisers. The administrators submitted have been certified through the Texas Principal Evaluation & Support System (T-PESS) to serve as appraisers for the 2019-2020 school year.				
Financial Implications:	N/A				
Attachments:	List of administrators certified through T-PESS.				
Recommendation:	The Administration recommends approval of the T-PESS certified appraisers for the 2019-2020 school year, as submitted.				
Motion:	I move the Board approve the T-PESS certified appraisers for the 2019-2020 school year, as submitted.				



300 Lobo Lane
Little Elm, TX

www.littleelmisd.net
972.947.9340

Department for Human Resource Services

To: Daniel Gallagher, Superintendent

From: Grant Anderson

Date: August 9, 2019

Re: Certified T-PESS Appraisers

The following is a list of certified T-PESS Appraisers for the 2019-2020 school year.

Kelley Carr
Daniel Gallagher
Christine Gibson
Kelly Hastings
Karie Kuster
Cyndy Mika
Elizabeth Miller
Clint Miller
Gerald Muhammad
Renee Pentecost
Stephen Richardson
Ross Roberts
Doug Sevier
Kori Werth
John Wofford

Board Agenda Item

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

Board Mtg. Date 08-19-2019	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:	T-TESS APPRAISERS				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	DNB (LEGAL)				
Summary:	Approval of T-TESS Evaluation Appraisers. The administrators submitted have been certified through the Texas Teacher Evaluation & Support System (T-TESS) to serve as appraisers for the 2019-2020 school year.				
Financial Implications:	N/A				
Attachments:	List of administrators certified through T-TESS.				
Recommendation:	The Administration recommends approval of the T-TESS certified appraisers for the 2019-2020 school year, as submitted.				
Motion:	I move the Board approve the T-TESS certified appraisers for the 2019-2020 school year, as submitted.				



300 Lobo Lane
Little Elm, TX

www.littleelmisd.net
972.947.9340

Department for Human Resource Services

To: Daniel Gallagher, Superintendent

From: Grant Anderson

Date: August 9, 2019

Re: Certified T-TESS Appraisers

The following is a list of certified T-TESS Appraisers for the 2019-2020 school year.

Michael Bruno
Bill Bush
Kelley Carr
Misty Chesnut
Cortney Clover
Melissa Cota
Daniel Gallagher
Christine Gibson
Ashley Glover
Kelly Hastings
Kyle Heller
Karie Kuster
Marina Matus de Garcia
Cyndy Mika
Elizabeth Miller
Clint Miller

Ruben Molinar
Gerald Muhammad
Alen Palislamovic
Renee Pentecost
Christopher Reza
Marnie Richardson
Stephen Richardson
Ross Roberts
Doug Sevier
Terilyn Thomas-Monday
Tony Tipton
Marcia Torres
Audra Vandiver
Felipe Vargas
Kori Werth
Jill Whitehead
John Wofford

Board Agenda Item

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

Board Mtg. Date 08-19-2019	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:	STIPEND ALLOTMENTS FOR THE 2019/2020 SCHOOL YEAR				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	DEAA (LEGAL), DEAA (LOCAL), DEA, as appropriate				
Summary:	Stipends for 2019/2020 – revised.				
Financial Implications:	Included in the 2019/2020 budget.				
Attachments:	Stipend list.				
Recommendation:	The Administration recommends approval of the Stipend Allotments for the 2019/2020 school year, as submitted.				
Motion:	I move the Board approve the Stipend Allotments for the 2019/2020 school year, as submitted.				

2019-2020 PROPOSED STIPENDS

DISTRICT STIPENDS	2019-2020
Alternative Ed Support	\$1,500
Audio Video Production Extra Duty	\$4,000
BASE and BASE+ Critical Needs - SpEd	\$3,000
Bilingual Certification Required (Title I)	\$4,000
Bilingual Interventionist (Bilingual Cert/Dual Lang. campuses only)	\$4,000
CN Physical Therapist	\$4,000
Destination Imagination Coordinator	\$500
Diagnostician Retention	\$1,000 - year 1
	\$2,000 - year 2
	\$3,000 - year 3+
District Behavior Specialist	\$2,000
District SpED Coordinator	\$5,000
Early Childhood Transition Specialist	\$3,500
Health Services Coordinator	\$3,000
Lead Elementary Art	\$500
Lead Elementary PE/ LINK	\$500
Lead Evaluator - SpEd	\$1,500
Lead Gifted/Talented	\$500
Lead Librarian	\$1,500
Lead Secondary PE	\$500
Lead Speech & Related Services - SpEd	\$1,500
Lead World Language 6-12 or K-12	\$750
LSSP/Diag/SpPath Bilingual Proficiency - SpEd	\$4,000
Master's Degree	\$1,500
Mentor Teacher	\$300
Neuropsychologist/ Evaluator	\$5,000
SLP Retention	\$2,000 - year 1
	\$2,500 - year 2
	\$2,500 - year 3+
Teachers Hosting Teachers	\$3,000
Tech Apps/Curriculum Writer	\$2,500
Visually Impaired Teacher	\$1,500
Visually Impaired Teacher with Certified Orientation Mobility Specialist certification	\$1,500

TRAVEL	2019-2020
PEIMS	\$420
Coordinator	\$840
Visually Impaired Teacher	\$840
Sup. Exec Asst/Onboarding Manager	\$900
Tech/Exec. Dir./Dir./Asst Supt/Deputy Supt/HS Principal	\$1,200

CELL PHONE	2019-2020
CN/Elem Principal/Inst. Facilitator	\$360
MS Principal	\$480
Central Admin/HS Principal	\$900

HIGH SCHOOL STIPENDS	2019-2020
*CN - Math HS Lab/ Interventionist	\$1,000 (to be paid from Campus Risk \$\$)
Academic Decathlon	\$2,000
Assistant Band Director	\$5,200
Assistant Drill Team	\$2,500
AVID	\$2,000
Certification Welder	\$7,500
Choir Asst Director	\$2,500
Choir Director	\$4,500
Class Sponsor	\$700
CN (Local Certification) CTE	\$1,000
CN (TEA Certified) CTE	\$2,500
CN LOTE	\$2,000
CN Math	\$2,000
CN MATH GOALS/AIMS	\$2,000
CN Science	\$2,000
CN Science GOALS/AIMS	\$2,000
CTE Practicum	Varies
DECA	\$5,000
Department Head	\$1,500
Drill Team	\$4,300
FFA	\$500
Freshman Cheer	\$2,000
HOSA	\$500
HS Theater Arts	\$4,000
HS Theater Arts Tech	\$2,000
JV Cheerleading	\$2,000
Lead High School Counselor	\$2,000
NHS	\$675
Octathlon	\$2,000

Prom	\$250
Robotics	\$500
Spanish NHS	\$675
Sr. (High School) Band Director	\$13,000
Student Activities Campus Coordinator	\$1,000
Student Council	\$1,350
UIL Coach	\$500
UIL Coordinator	\$2,000
Varsity Cheerleading	\$3,300
Webmaster	\$500
Yearbook	\$1,500

LAKESIDE/POWELL/PSA STIPENDS	2019-2020
*CN LOTE (6th to 8th)	\$1,000
*CN Math (6th to 8th)	\$1,000
*CN Science (6th to 8th)	\$1,000
#STEM Facilitator (Prestwick only)	\$3,500
Assistant Band Director	\$5,200
Assistant Cheer	\$1,000
Cheerleading	\$2,000
Compacted Math Extra Duty (6th only)	\$500
Department Head	\$950
Head Band Director - MS	\$4,000
National Jr. Honor Society	\$300
Robotics	\$500
Student Council	\$600
Theater Arts Director	\$1,500
UIL Coach	\$250
UIL Coordinator	\$1,500
Webmaster (6th to 8th)	\$500
Yearbook (6th to 8th)	\$500

HR USE ONLY	2019-2020
Stipend Contingency Allotment (as need is determined)	\$5,000

ATHLETIC STIPENDS - MS & HS	2019-2020
Facility Coordinator	\$5,000
Middle School Athletics Liaison	\$2,200

ATHLETIC STIPENDS - HS	2019-2020
Asst. Baseball	\$3,500
Asst. Basketball B&G	\$4,000
Asst. Cross Country	\$3,200
Asst. Football Coach - Varsity	\$5,800
Asst. Football Coach	\$5,000
Asst. Golf	\$3,000
Asst. Head Football Coach	\$7,300
Asst. Soccer	\$4,000
Asst. Softball	\$3,500
Asst. Tennis	\$4,200
Asst. Track Boys	\$3,300
Asst. Track Girls	\$3,300
Asst. Volleyball	\$4,000
Co-Athletic Coordinator	\$6,000
Def. Coordinator	\$6,700
Head Baseball	\$6,600
Head Basketball B&G	\$7,500
Head Cross Country	\$4,500
Head Golf B&G	\$5,500
Head Soccer B&G	\$6,400
Head Softball	\$6,600
Head Tennis	\$6,500
Head Track B&G	\$5,500
Head Volleyball	\$6,600
HS Offseason Coord.	\$3,000
Off. Coordinator	\$6,700
Powerlifting B&G	\$4,000
Track Coordinator	\$2,000

ATHLETIC STIPENDS - MS	2019-2020
Asst. Basketball	\$2,450
Asst. Football	\$3,200
Asst. Soccer B&G	\$1,200
Asst. Track	\$1,800
Asst. Volleyball	\$2,000
Athletic Coord.	\$1,250
Head Basketball 8th B&G	\$3,200
Head Cross Country	\$1,500
Head Football	\$3,500
Head Soccer B&G	\$1,500
Head Tennis	\$1,500
Head Track 8th B&G	\$2,200
Head Volleyball	\$2,700

Board Agenda Item

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

	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"/>
Board Mtg. Date 08-19-2019					
Subject:	GUEST TEACHER (SUBSTITUTE) PAY RATE INCREASES				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	DEA (LOCAL), DEA (LEGAL), and DEAA (LOCAL)				
Summary:	<p>Current guest teacher rate is as follows:</p> <p>Non-degreed \$80/day Degreed \$90/day Certified \$100/day Monday & Friday guest teacher pay is an additional \$10/day.</p> <p>Proposed 2019-2020 guest teacher rate increase is as follows:</p> <p>Non-degreed \$90/day Degreed \$100/day Certified \$110/day Monday & Friday guest teacher pay is an additional \$15/day.</p>				
Financial Implications:	Included in budget				
Attachments:	None				
Recommendation:	The Administration recommends approval of the Guest Teacher rate increases, as submitted.				
Motion:	I move the Board approve the Guest Teacher rate increases, as submitted.				

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 8-19-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	2019-2020 STUDENT CODE OF CONDUCT				
Presenter or Contact Person:	Ross Roberts, Deputy Superintendent				
Policy/Code:	FO (LEGAL)				
Summary:	The Board shall adopt a Student Code of Conduct for a district.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	2019-2020 Little Elm ISD Student Code of Conduct				
Recommendation:	The Administration recommends the Board approve the 2019-2020 Student Code of Conduct as submitted.				
Motion:	I move the Board approve the 2019-2020 Student Code of Conduct as submitted.				



2019-2020

Student Code of Conduct

Acknowledgment of Electronic Distribution of Student Code of Conduct

My child and I have been offered the option to receive a paper copy of or to electronically access at www.littleelmisd.net the *Little Elm Independent School District* Student Code of Conduct for the 2019–20 school year.

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

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

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

Student's name (*print*): _____

Student's signature: _____

Parent's name (*print*): _____

Parent's signature: _____

Date: _____

TABLE OF CONTENTS

Acknowledgment of Electronic Distribution of Student Code of Conduct	ii
Student Code of Conduct	1
Accessibility	1
Purpose	1
School District Authority and Jurisdiction	2
Campus Behavior Coordinator	2
Threat Assessment and Safe and Supportive School Team	2
Searches	2
Reporting Crimes	3
Security Personnel	3
“Parent” Defined	3
Participating in Graduation Activities	3
Unauthorized Persons	3
Standards for Student Conduct	5
General Conduct Violations	6
Disregard for Authority	6
Mistreatment of Others	6
Property Offenses	7
Possession of Prohibited Items	7
Possession of Telecommunications or Other Electronic Devices	8
Illegal, Prescription, and Over-the-Counter Drugs	8
Misuse of Technology Resources and the Internet	8
Safety Transgressions	9
Miscellaneous Offenses	9
Discipline Management Techniques	10
Students with Disabilities	10
Techniques	10
Prohibited Aversive Techniques	11
Notification	12
Appeals	12
Removal from the School Bus	13

Removal from the Regular Educational Setting	14
Routine Referral	14
Formal Removal	14
Returning a Student to the Classroom	14
Out-of-School Suspension	16
Misconduct	16
Process	16
Coursework During Suspension	17
Disciplinary Alternative Education Program (DAEP) Placement	18
Discretionary Placement: Misconduct That May Result in DAEP Placement	18
Mandatory Placement: Misconduct That Requires DAEP Placement	19
Sexual Assault and Campus Assignments	20
Process	20
Length of Placement	21
Appeals	22
Restrictions During Placement	22
Placement Review	23
Additional Misconduct	23
Notice of Criminal Proceedings	23
Withdrawal During Process	24
Newly Enrolled Students	24
Emergency Placement Procedure	24
Transition Services	24
Placement and/or Expulsion for Certain Offenses	25
Registered Sex Offenders	25
Certain Felonies	25
Expulsion	28
Discretionary Expulsion: Misconduct That May Result in Expulsion	28
Mandatory Expulsion: Misconduct That Requires Expulsion	30
Under Age Ten	31
Process	31
Length of Expulsion	33
Withdrawal During Process	33

Additional Misconduct	33
Restrictions During Expulsion	33
Newly Enrolled Students	34
Emergency Expulsion Procedures	34
DAEP Placement of Expelled Students	34
Transition Services	34
Glossary	35
Index	43

Student Code of Conduct

Accessibility

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

Purpose

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

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

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

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

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

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

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as campus behavior coordinator. Contact information may be found at www.littleelmsd.net and at *[link to online location of digital copy of Student Handbook to be added]*.

Threat Assessment and Safe and Supportive School Team

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

Searches

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

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

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

Reporting Crimes

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

Security Personnel

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

“Parent” Defined

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

Participating in Graduation Activities

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

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

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

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

Unauthorized Persons

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

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

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

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

Standards for Student Conduct

Each student is expected to:

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

General Conduct Violations

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

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

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

- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

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

Possession of Prohibited Items

Students shall not possess or use:

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

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

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Display, turn on, or use a telecommunications device, including a cellular telephone, or other electronic device on school property during the school day.

OR

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

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

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

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other

networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.

- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

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

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

Discipline Management Techniques

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

Students with Disabilities

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

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

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

Techniques

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

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

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

Prohibited Aversive Techniques

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

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

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

Notification

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

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

Appeals

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

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance.

Removal from the School Bus

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

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

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

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

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

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

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

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

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

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

Returning a Student to the Classroom

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

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

Out-of-School Suspension

Misconduct

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

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

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

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

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

Process

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

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

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

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

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

6. A student's status as homeless.

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

Coursework During Suspension

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

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

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

OR

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

Misconduct Identified in State Law

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

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

- Assault by offensive or provocative physical contact.

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

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

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

- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 33.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 - The student receives deferred prosecution (see **glossary**),
 - A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 - The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

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

Process

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

Conference

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

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

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

Consideration of Mitigating Factors

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

7. Self-defense (see **glossary**),
8. Intent or lack of intent at the time the student engaged in the conduct,
9. The student's disciplinary history,

10. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct, or
11. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
12. A student's status as homeless.

Placement Order

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

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

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

Coursework Notice

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

Length of Placement

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

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

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

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

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

Exceeds One Year

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

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

Exceeds School Year

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

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

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

Exceeds 60 Days

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

Appeals

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

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

Appeals shall begin at *Level One* with the *campus behavior coordinator or principal*.

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

Restrictions During Placement

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

The district shall provide transportation to students in a DAEP.

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

Placement Review

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

Additional Misconduct

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

Notice of Criminal Proceedings

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

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

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

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

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

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

Withdrawal During Process

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

Newly Enrolled Students

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

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

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

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

- 17. Threatens the safety of other students or teachers,
- 18. Will be detrimental to the educational process, or
- 19. Is not in the best interests of the district's students.

Review Committee

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

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

Newly Enrolled Student

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

Appeal

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

Certain Felonies

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a

student may be expelled and placed in either DAEP or JJAEP if the board or campus behavior coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must:

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

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

- 20. The date on which the student's conduct occurred,
- 21. The location at which the conduct occurred,
- 22. Whether the conduct occurred while the student was enrolled in the district, or
- 23. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

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

- 24. Threatens the safety of other students or teachers,
- 25. Will be detrimental to the educational process, or
- 26. Is not in the best interest of the district's students.

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

Length of Placement

The student is subject to the placement until:

- 27. The student graduates from high school,
- 28. The charges are dismissed or reduced to a misdemeanor offense, or
- 29. The student completes the term of the placement or is assigned to another program.

Placement Review

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

toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

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

Expulsion

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

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

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

Any Location

A student **may** be expelled for:

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

Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

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

Within 300 Feet of School

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

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

Property of Another District

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

While in DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

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

Under the Penal Code

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

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

Under Age Ten

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

Process

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

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

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

Hearing

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

40. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
41. An opportunity to testify and to present evidence and witnesses in the student's defense, and

42. An opportunity to question the witnesses called by the district at the hearing.
43. After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The hearing shall be conducted by the board of trustees and the decision to expel shall be made by the board.

Board Review of Expulsion

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

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

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

Expulsion Order

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

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

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

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

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

Length of Expulsion

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

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

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

50. The student is a threat to the safety of other students or to district employees, or

51. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school.

However, the superintendent may modify the length of the expulsion on a case-by-case basis.

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

Withdrawal During Process

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

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

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

Additional Misconduct

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

Restrictions During Expulsion

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

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

Newly Enrolled Students

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

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

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

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

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

Emergency Expulsion Procedures

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

DAEP Placement of Expelled Students

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

Transition Services

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

Glossary

Abuse is improper or excessive use.

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

- 56. Causes serious bodily injury to another;
- 57. Uses or exhibits a deadly weapon; or
- 58. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - f) 65 years of age or older, or
 - g) A disabled person.

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

Arson is defined in part by Penal Code 28.02 as:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

8. Cause action by an official or volunteer agency organized to deal with emergencies;

9. Place a person in fear of imminent serious bodily injury; or
10. Prevent or interrupt the occupation of a building, room, or place of assembly.

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

11. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
 12. The frame or receiver of any such weapon;
 13. Any firearm muffler or firearm weapon; or
 14. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.
- Such term does not include an antique firearm.

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

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

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

Harassment includes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Prohibited weapon under Penal Code 46.05(a) means:

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

- p) An explosive weapon;
- q) A machine gun;
- r) A short-barrel firearm;

23. Armor-piercing ammunition;

24. A chemical dispensing device;

25. A zip gun;

26. A tire deflation device;

27. An improvised explosive device; or

28. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

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

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

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

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

Serious misbehavior means:

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

30. Extortion, meaning the gaining of money or other property by force or threat;

31. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or

32. Conduct that constitutes the offense of:

- s) Public lewdness under Penal Code 21.07;
- t) Indecent exposure under Penal Code 21.08;
- u) Criminal mischief under Penal Code 28.03;
- v) Hazing under Education Code 37.152; or
- w) Harassment under Penal Code 42.07(a)(1) of a student or district employee.

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

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

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

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

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

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

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

- Murder, manslaughter, or homicide under Sections 19.02, – .05;

- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or children under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

[See FOC(EXHIBIT).]

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

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

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

Index

- admission, review, and dismissal (ARD) committee, 10, 26
- appeals process
 - board review of expulsion, 33
 - DAEP appeals, 22–23, 24
 - discipline management techniques, 12
 - sex offender registry, 26
- attendance, 5
- aversive techniques, 11
- board of trustees, 1
- campus behavior
 - coordinator, 2–3
- campus rules, 5, 9
- cell phones. *See* electronic devices.
- cheating. *See* prohibited behavior.
- classroom rules, 5, 9
- computers, 8–9
 - breach of security, 8
 - hacking/cracking, 8
 - See also* technology resources.
- confiscation of student property
 - confiscation of property. *See* discipline management techniques.
- consideration of mitigating factors, 21
- corporal punishment. *See* discipline management techniques.
- counseling, 10
- courtesy, 5
- crimes
 - aggravated robbery, 7, 19, 20, 27, 29
 - breach of computer security, 29
 - breach of security, 8
 - criminal mischief, 2, 7, 19, 29
 - criminal proceedings and placement in DAEP, 24
 - felonies, 2, 7, 19–20, 26, 27, 29–31, 32
 - reporting, 3
 - Title 5 offenses, 19, 20, 27, 43
 - expulsion and placement, 27
 - hearing and required findings, 27
 - length of placement, 27–28
 - newly enrolled students, 28
 - placement review, 27
 - delinquent conduct, 20, 24, 27, 39
 - demonstrations, 9
 - detention. *See* discipline management techniques.
 - disciplinary alternative education program (DAEP), 18–25, 26
 - additional misconduct, 23
 - appeals. *See* appeals process.
 - coursework notice, 21
 - discretionary placement, 18–19
 - elementary school students, 18
 - emergency placement, 25
 - extracurricular activities, 23
 - grade classification, 18
 - graduation, 23
 - length of placement, 21–22
 - mandatory placement, 19–20
 - 300 foot rule, 19–20
 - newly enrolled students, 24
 - notice of criminal proceedings, 24
 - placement review, 23
 - pre- and post-assessments, 22
 - process, 20–21
 - restrictions during placement, 23
 - summer programs, 18
 - transition services, 25
 - transportation, 23
 - under age six, 20
 - under age ten, 20
 - withdrawal during process, 24
 - discipline management techniques, 10–12
 - alternative educational setting, 11
 - appeals. *See* appeals process.
 - behavioral contracts, 10
 - bus privileges, 11, 13
 - confiscation of property, 10
 - corporal punishment, 11
 - counseling, 10
 - criminal prosecution, 11

- DAEP. See disciplinary alternative education program (DAEP).
- demerits, 10
- detention, 11
- expulsion. See expulsion.
- extracurricular
 - organizations, 11
- grade reductions, 10
- in-school suspension, 11
- loss of privileges, 11
- notification, 12
- out-of-school suspension, 11
- probation, 11
- referral. See routine referral.
- refusal to accept, 6
- rewards, 10
- school duties, 11
- students with disabilities, 10
- time-out, 10
- dress code, 5, 9
- drugs, 8
 - marijuana, 8
 - over-the-counter, 8
 - paraphernalia, 8
 - prescription, 8
 - under the influence, 8
- electronic cigarette
 - definition, 39
 - See also prohibited items e-cigarettes.
- electronic devices, 8
- expulsion, 29
 - 300 foot rule, 30
 - additional misconduct, 34
 - and DAEP placement, 35
 - discretionary, 29–31
 - emergency, 35
 - for serious misbehavior committed while in DAEP, 31
 - length, 34
 - mandatory, 31–32
 - newly enrolled students, 35
 - process, 32–33
 - restrictions, 34
 - under age six, 32
 - under age ten, 32
 - withdrawal during process, 34
- falsification of records, 9, 43
- firearms exception, 31
- formal removal from class, 14
 - returning student to the classroom, 14–15
- foster care, 16, 18, 21, 29, 33
- fraternity, 19, 42
- gangs, 19, 38, 42
- gender-based harassment, 6,
 - See also prohibited behavior.
- graduation
 - participation, 3, 23
- Gun Free Schools Act**, 31
- homelessness, 16, 17, 18, 21, 29, 33
- improvised explosive device, 41, 42
- inspections. See searches
- jurisdiction of the district
 - 300 foot rule, 2
- juvenile justice alternative education program (JJAEP), 26, 27, 34
- laser pointers, 7
- location-restricted knife, 7, 30, 31, 41
- lunch period, 2
- parent, 3
- parent-teacher conferences, 10
- peace officer. See security personnel
- placement review
 - committee, 15, 26
- plagiarism. See prohibited behavior: cheating.
- police officer. See security personnel
- posting
 - of the Student Code of Conduct, 1
- preparation for class, 5
- progressive interventions, 10
- prohibited behavior, 6–9
 - 300 foot rule, 19–20, 30
 - aggravated sexual assault, 20
 - alcohol, 19, 30
 - assault, 6, 14, 19, 29, 30, 44
 - at another district, 30
 - blackmail, 6
 - bullying, 6
 - cheating, 9
 - coercion, 6
 - dating violence, 6
 - deadly conduct, 30
 - disclosure or promotion of intimate visual material, 44
 - drugs, 19, 30
 - false accusations, 9
 - false alarm, 19, 29
 - fighting, 6
 - fire extinguishers
 - discharged without cause, 9
 - forgery. See falsification of records.
 - gambling, 9

- gender-based harassment, 6
- graffiti, 7
- harassment, 6
- hazing, 6
- hit lists, 6
- hoaxes, 9
- inappropriate conduct, 6
- inciting violence, 9
- indecent exposure, 6, 20
- insubordination, 6
- invasive visual recording, 44
- leaving school grounds, 6
- misuse of technology resources, 8
- on school buses, 6
- recording without consent, 7
- repeated offenses, 9
- robbery, 7
- sexual abuse, 6
- sexual assault, 20, 22
- sexual coercion, 44
- sexual harassment, 6
- smuggling or continuous smuggling of persons, 44
- stealing, 7
- terroristic threat, 19, 29, 44
- theft, 7
- threats, 6, 9
- throwing objects, 9
- trafficking of persons, 44
- under the influence, 30
- vandalism, 7
- volatile chemicals, 20, 30
- voyeurism, 44
- prohibited items
 - air guns, 7
 - alcohol, 32
 - ammunition, 7
 - clubs, 30
 - drugs, 32
 - e-cigarettes, 7, 39
 - firearms, 20, 31
 - fireworks, 7
 - handgun, 31
 - knives, 30, 31
 - lighters, 7
 - mace, 7
 - matches, 7
 - other dangerous items, 7, 30
 - other weapons, 31
 - pepper spray, 7
 - pornography, 7
 - stun guns, 7
 - tobacco, 7
- property, 5
- protests. *See* demonstrations.
- removal from the regular educational setting, 14–15
- respect, 5
- restorative discipline practices, 10
- retaliation, 2, 20, 29, 32
- routine referral, 14
- safety, 5, 9
- school resource officer (SRO). *See* security personnel
- searches, 2
 - desks, 3
 - lockers, 3
 - vehicles, 3
- secret society, 19, 42
- security. *See* computers, *See* security personnel
- security personnel, 3, 4
- self-defense, 16, 18, 21, 29
- self-discipline, 5
- serious misbehavior, 31
- sex offender, 2, 26
 - appeal of placement as a registered sex offender, 26
 - newly enrolled student, 26
- sexual abuse, 6, *See also* prohibited behavior.
- sexual assault
 - campus assignments, 20
 - See also* prohibited behavior.
- sexual harassment, 6, *See also* prohibited behavior.
- smart phones. *See* electronic devices.
- sorority, 19, 42
- special education, 10
- standards for student conduct, 5
- student handbook
 - conflict with Student Code of Conduct, 1
- students with disabilities, 1, 26
 - discipline management techniques, 10
 - transportation while in DAEP, 23
- suspension
 - in-school. *See* discipline management techniques.
 - out-of-school, 11, 16–17
- technology resources
 - district policy, 8
 - See also* computers.
- telecommunications devices. *See* electronic devices.
- threat assessment, 2
- time-out. *See* discipline management techniques.
- Title 5 offenses. *See* crimes.
- transfers
 - campus assignments, 20
- transportation, 2

discipline management techniques, 11	rules for conduct, 6
	while in DAEP, 23

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 08-19-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	TEXAS A&M AGRILIFE EXTENSION ADJUNCT FACULT RESOLUTION				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	19 TAC § 129.21, 19 TAC § 76.1, EEL (LEGAL)				
Summary:	Resolution for 4H in LEISD to be overseen by the Texas A&M AgriLife Extension. This resolution allows the school district to recognize county extension agents as adjunct faculty and to count students participating with said adjunct faculty in 4H educational activities "in attendance" for foundational school program purposes.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Texas A&M AgriLife Extension Adjunct Faculty Memorandum and Resolution				
Recommendation:	The Administration recommends approval of the Texas A&M AgriLife Extension Adjunct Faculty Resolution as submitted.				
Motion:	I move the Board approve the Texas A&M AgriLife Extension Adjunct Faculty Resolution as submitted.				

EXTRACURRICULAR STATUS REQUEST

DENTON COUNTY EXTENSION SERVICE



July 23, 2019

Daniel Gallagher
Little Elm ISD
300 Lobo Lane
Little Elm, TX
75068

Dear Mr. Gallagher,

On behalf of the 4-H members of Denton County, I/we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. We request the enclosed RESOLUTION be presented for consideration at the next scheduled meeting of the Board of Trustees of the Little Elm ISD. I/we further request that questions regarding this RESOLUTION be directed to me/us in a timely manner so that I/we may prepare and present an appropriate response so as not to delay action on this request.

Finally, I/we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me/us for my/our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Zach Davis

CEA Agriculture and Natural
Resources

Attachment: Resolution for Extracurricular Status of 4-H Organization

Denton County Extension
401 W. Hickory St. Ste 125
Denton TX 76201
Zach.davis@ag.tamu.edu | Tel. 940.349.2884 |

EXTRACURRICULAR STATUS REQUEST

Resolution Requesting Extracurricular Status For 4-H

RESOLUTION**EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

Little Elm Independent School District

(Complete name of school district)

meeting in public with a quorum present and certified,
did adopt this resolution that recognizes the

Denton

(Name of County)

County Texas 4-H Organization as approved for recognition and eligible
for extracurricular status consideration under 19 Texas Administrative
Code,

Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject
to all rules and regulations set forth under the 19 Texas Administrative Code
as interpreted by this Board and designated officials of this school district
whose rules shall be final.

Approved this _____ day of _____, 20_____.

Board of Trustee

Superintendent

ADJUNCT FACULTY REQUEST

Cover Letter Requesting Adjunct Faculty Status

DENTON COUNTY EXTENSION SERVICE

July 23, 2019

Daniel Gallagher
 Little Elm ISD
 300 Lobo Lane
 Little Elm, TX
 75068

Dear Mr. Gallagher:

On behalf of the Denton County Extension Staff, I/we hereby respectfully request approval of the attached Adjunct Faculty Agreement with the Little Elm Independent School District.

The State Board of Education passed an amendment to 19 TAC§129.21 (j). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

(1) The student is participating in an activity that is approved by the local board of school trustees and is under the direction of a member of the professional or paraprofessional staff of the school district, or an adjunct staff member who:

(A) has a minimum of a bachelor's degree; and

(B) is eligible for participation in the Teacher Retirement System of Texas.

Denton County requests the agents listed on the enclosed Adjunct Faculty Agreement be awarded adjunct staff member status for the period of time indicated on the agreement.

I hope Little Elm Independent School District will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Zach Davis

CEA Agriculture and Natural
 Resources

Attachment: Resolution for Extracurricular Status of 4-H Organization

Denton County Extension
 401 W Hickory St. Ste 125
 Denton TX 75201

Zach.davis@ag.tamu.edu | Tel. 940.349.2884 |

ADJUNCT FACULTY REQUEST

Adjunct Faculty Agreement

THE STATE OF TEXAS COUNTY OF DENTON

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Little Elm Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual as an adjunct member of the Little Elm Independent School District.

Upon consideration and vote of _____ in favor Courtney Davis, Janet Laminack and Zach Davis are hereby named as adjunct faculty member(s) of the Little Elm Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the _____ day of _____, 20____ and remain in effect until the _____ day of _____, 20____.

2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Courtney Davis	CEA Family and Community Health	M.S. Adult Education	Texas A&M University-Texarkana	2009
Janet Laminack	CEA Horticulture	M.. Ed.	Texas A&M University	2005
Zach Davis	CEA Agriculture & Natural Resources	M.S. Agriculture Science	Texas A&M University- Kingsville	2015

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Little Elm Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of either the District Extension Administrator of District 4 or Denton County Extension Director.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

Adjunct faculty member (s) shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas A&M AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member(s) is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Denton County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas A&M AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas A&M AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (j)(1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Denton County Extension Agent(s), Courtney Davis, Janet Laminack, and Zach Davis are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Little Elm Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this day of _____, 2019.

Little Elm Independent School District

By: _____

ACADEMIC ELIGIBILITY PROCESS

Procedures For Securing Eligibility Information And Excused Absences For 4-H Members To Participate In 4-H Event Or Activity

This procedure applies to ALL 4-H events or activities (competitive or non-competitive) and all 4-H members in public, private, and/or home school that requires a 4-H member to be absent from school. For instance, if a 4-H member is a member of a state planning task force and needs to miss a day of school to participate, the 4-H member would have to be eligible according to the Texas Education Code to be excused from school.

There are two ways a County Extension Office can request academic eligibility for 4-H members. One is on an individual basis using the Declaration of Eligibility Form (Attachment B) for times when only one or two 4-H members may be needing an absence. The second option is for times when a large number of youth may be needing an excused absence, such as a county or major stock show. The steps below outline how the county office needs to proceed with each of the processes.

BEGINNING OF THE SCHOOL YEAR	
August/September	County Extension Agents should meet with school officials to <u>determine the steps</u> the agent needs to take to assist 4-H members in obtaining excused absences to participate in 4-H events and to determine eligibility of 4-H members for competitive events.
30 DAYS PRIOR TO ANY 4-H EVENT/ACTIVITY NEEDING ACADEMIC ELIGIBILITY CHECKED	
Declaring eligibility for small number of 4-H members	<ol style="list-style-type: none"> 1. Ensure that all members needing an excused absence are ACTIVE 4-H members. 2. Complete the County Agent section of the Declaration of Eligibility Form. Provide the form to either the 4-H member and request they submit to the school for completion, or have the 4-H parent/guardian complete the first section, return back to the County Extension Office and then submit as a group to the respective school campuses. 4-H member then returns completed form back to the County Extension Office within the timeframe given by the office.
Declaring eligibility for large number of 4-H members	<p>Extension agents should prepare a document on official letterhead which includes the items listed below and submit to each school/campus requesting eligibility status for each 4-H member.</p> <ol style="list-style-type: none"> a. Name of 4-H member(s) involved b. School they attend c. Current grade level in school d. Dates of proposed absence(s) e. Name of event f. Educational value g. Chaperone <p>List is returned back to County Extension Office by school/campus.</p>
RESPONSE FROM SCHOOL ON DECLARATION OF ELIGIBILITY	
Eligible	The school should respond to CEA if there are any students who are eligible. County Extension Office should follow up with the school/campus if no response is received.
Ineligible	If a 4-H member is ineligible for a 4-H competitive event, the agent must notify the 4-H member, their parents and the sponsoring agency, by letter, of this situation. If the parent has any questions, they should be referred to the school administrator for the family and school to resolve eligibility issues.

If county Extension faculty and schools develop and agree on procedures they deem more efficient and effective and still ensures 4-H's compliance with the Texas Education Code requirements, they should inform their District Extension Administrator/County Extension Director of the plan to be followed.

DECLARATION OF ELIGIBILITY FORM INSTRUCTIONS

4-H'ers should complete a separate form for each competitive event/activity in which they plan to participate. The original form should be returned to the county Extension office by the deadline established by the County Extension Office..

NOTE: Schools requiring a copy of this form should make their copy before returning it to the student.

Parent/Guardian Section

1. Parent/Guardian will select the information being requested. It is either:
 - Academic eligibility information only. (Used to verify academic eligibility only for 4-H competitive events/activities.), or
 - Academic eligibility information and authorization to receive an excused absence from school. (Used to verify academic eligibility as well as receive authorization to receive an excused absence. This would be used for events held during school hours such as stock shows, state and national 4H contests and events, etc.)
2. Complete the date and name of activity. (Used to notify school officials of exact dates/times a student would be participating in a 4-H activity or representing 4-H at an event.)
3. Parent/Guardian signature is required. The signature of the parent/guardian confirms that this person is aware of the academic eligibility and excused absence requirements of the Texas Education Code.

County Extension Agent Section

1. Extension Office will complete this section and certify the youth is a 4-H member and his/her participation in the event.
2. County Extension Agent (with adjunct faculty status) will sign the form.

School Principal/Designee Section

1. Principal, or designee, will indicate the 4-H members eligibility status, options are:
 - Academically eligible to participate
 - Not academically eligible to participate
2. The principal or designee will indicate whether or not an excused absence will be granted.
3. Principal, or designee, will sign and date the form in order to be valid.

4-H family should follow instructions provided by the
County Extension Office on returning form to the
Extension Office by the given deadline.



PRAIRIE VIEW
A&M UNIVERSITY
COLLEGE OF AGRICULTURE
AND HUMAN SCIENCES

Cooperative Extension Program



Texas 4-H Youth Development Program DECLARATION OF ELIGIBILITY FORM

This form is requested in accordance with the requirement of the Texas Education Code
and in cooperation with the Texas Education Agency and local public school board policies.

Instructions: Complete one form per activity. 4-H member should return original form to the County Extension Office

PARENT/GUARDIAN SECTION

In accordance with 4-H policy, provided by our local Extension office, I respectfully request:

(CHECK ONE)

- ☐ Academic eligibility information only.
- ☐ Academic eligibility information and authorization to receive an excused absence from school.

Date: _____ Name of Activity: _____

Signature of Parent/Guardian: _____

COUNTY EXTENSION AGENT SECTION

I hereby certify that _____ is a member of 4-H in
_____ County and is scheduled to participate in this activity representing 4-H.

He/she will be under the supervision of the Texas A&M AgriLife Extension Service faculty or agency's
designated volunteer leader.

Date

Signature of County Extension Agent

SCHOOL PRINCIPAL OR DESIGNEE

(CHECK ONE)

- ☐ I do certify that the student is academically eligible to participate in the above mentioned extracurricular activity.
- ☐ I do not certify the student because he/she is **NOT** academically eligible to participate in the above mentioned activity.

(CHECK ONE)

- ☐ An excused absence will be granted.
- ☐ An excused absence will **NOT** be granted.
- ☐ Does not apply.

Date

Signature of Principal or Designee

Name of School

Board Agenda Item

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

Board Mtg. Date 8-19-2019	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda Item <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	OFF CAMPUS PHYSICAL EDUCATION SITES				
Presenter or Contact Person:	Dr. Ashley Glover, Director for District Assessment and Federal Programs				
Policy/Code:	FEB (LEGAL)				
Summary:	Off Campus PE location requests will be presented.				
Financial Implications:	No financial impact at this time.				
Attachments:	List of Off Campus PE Sites.				
Recommendation:	The administration recommends the approval of the Off Campus PE site list as submitted.				
Motion:	I move the Board approve the list of Off Campus PE locations as submitted.				



LEISD Off Campus PE Pre-Approved Sites List

The following sites are pre-approved by the Texas Education Agency as off-campus PE programs for Little Elm ISD. Sites are approved in three year cycles. Category I sites are 15+ hours of activity per week, Category II sites are 5-14 hours per week. Locations indicated in red require renewal.

Category One Sites

Facility	Activity	School Year Approval Ends
Eagle Gymnastics	Gymnastics	2018-2019
Infinite Bounds	Gymnastics	2018-2019
Dr. Pepper Stars Center/ Stars Center Richardson	Hockey	2018-2019
Legacy Dance Center	Dance	2018-2019
Altus Performance at Old American	Golf	2018-2019
SRG Eagles at The Tribute	Golf	2018-2019
All 4 Cheer	Competitive Cheer	2018-2019
Dr. Pepper Stars Center	Figure Skating	2019-2020
Sheena's Dance Academy	Dance	2019-2020
Tiger Rock Martial Arts	Tae Kwon Do	2019-2020
FieldHouse USA	Volleyball	2019-2020
Lewisville ISD Aquatics	Swimming	2019-2020
Rogue Athletics	Gymnastics	2019-2020
JS Farm	Equestrian	2019-2020
Next Step Dance	Dance	2019-2020
Sky High Sports Center	Gymnastics	2019-2020
Allen Community Ice Rink	Hockey	2019-2020
North Texas Amatuer Baseball League	Baseball	2020-2021
Hathaway Ballet Academy	Ballet	2020-2021
Express Cheer	Competitive Cheer	2021-2022
3D Dance Performing Arts	Dance	2021-2022

Updated August 1, 2019



LEISD Off Campus PE Pre-Approved Sites List

Category Two Sites

Facility	Activity	School Year Approval Ends
Lewisville ISD Aquatics	Swimming	2018-2019
Girls LaCrosse Club of Frisco	LaCrosse	2018-2019
FC Dallas	Soccer	2018-2019
Frisco Dance Studio	Competitive Dance	2018-2019
Dr. Pepper Stars Center	Figure Skating	2019-2020
FieldHouse USA	Volleyball	2019-2020
All 4 Cheer	Competitive Cheer	2019-2020
Kurt Thomas Gymnastics Center	Competitive Gymnastics	2019-2020
Express Cheer	Competitive Cheer	2019-2020
Stewart Peninsula Golf	Competitive Golf	2019-2020
School of Irish Dance	Dance	2019-2020
Kurt Thomas Gym.	Gymnastics	2019-2020
Express Cheer	Cheer	2019-2020
Stewart Peninsula Golf	Golf	2019-2020
North Texas Amatuer Baseball League	Baseball	2020-2021
Tiger Martial Arts	Martial Arts	2021-2022
USCR Taekwondo	Taekwondo	2021-2022

Locations indicated in blue require approval due to expiration or a new location request.

Updated August 1, 2019

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 8-19-2019	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda Item <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	NEW COURSE REQUESTS FOR 2020-2021				
Presenter or Contact Person:	Dr. Ashley Glover, Director for Assessment and Federal Programs				
Policy/Code:	N/A				
Summary:	This report provides the Board of Trustees an updated list of new course requests for the 2020-2021 school year.				
Financial Implications:	No financial information included in this report.				
Attachments:	The list of new course requests is attached.				
Recommendation:	The Administration recommends the approval of the new courses as submitted.				
Motion:	I move the Board approve the list of new courses as submitted.				



LEISD Courses: Requests and Reports

August 19, 2019 for 2020-2021

Course	Credit	Academic Strand	State/Local
Practicum in Information Technology/Extended	1.0	CTE	State
Engineering Science	1.0	CTE	State
Introduction to Engineering (MS)	1.0	CTE	State
Practicum in Animation/Extended	1.0	CTE	State
Computer Science I	1.0	CTE	State
Introduction to Welding	1.0	CTE	State
Practicum in STEM	1.0	CTE	State

March 25, 2019 for 2019-2020

Course	Credit	Academic Strand	State/Local
Commercial Photography	1.0	CTE	State

March 25, 2019 for 2019-2020

Course	Credit	Academic Strand	State/Local
Health Science Clinical	1.0	CTE	State

September 17, 2018 for 2019-2020

Course	Credit	Academic Strand	State/Local
PLTW Aerospace Engineering	1.0	CTE	State

August 20, 2018

Course	Credit	Academic Strand	State/Local
General Employability Skills	1.0	CTE; by Committee	State
Methodology for Academic and Personal Success	1.0	CTE; by Committee	State
Making Connections I	.5	CTE; by Committee	State



Making Connections II	.5	CTE; by Committee	State
Making Connections III	.5	CTE; by Committee	State
Making Connections IV	.5	CTE; by Committee	State

Updated Requests as of June 18, 2018

Course	Credit	Academic Strand	State/Local
NCTC Biology for NonScience Majors	1.0	Science	State
Agriculture, Foods, and Natural Resources	1.0	CTE	State

Updated Requests as of May 15, 2018

Course	Credit	Academic Strand	State/Local
NCTC Sociology *NBAR	.5	Social Studies	State
NCTC Psychology *NBAR	.5	Social Studies	State
NCTC Music Studies, Music Appreciation I *NBAR (approved 12/5/17)	1.0	Music/Fine Arts	State
NCTC Speech (preexisting Prof. Comm) *NBAR	1.0 NCTC	CTE	State
NCTC Intro to Theatre (DRAMA) *NBAR	1.0	Fine Arts	
NCTC Environmental Biology (pre existing Environmental Systems) *NBAR	1.0	Science	

*NBAR No Board Approval Required

Requests for Course Approval/ March 26, 2018



Course	Credit	Academic Strand	State/Local
Vocal Ensemble I	1	Fine Arts	State
Vocal Ensemble II	1	Fine Arts	State
Vocal Ensemble III	1	Fine Arts	State
Vocal Ensemble IV	1	Fine Arts	State
OnRamps Algebra	1	Mathematics	State
Arts and Entertainment Technologies	1	CTE	State

Updated Requests as of 12/5/17 for 2018 and Beyond

Course	Credit	Academic Strand	State/Local
Firefighter I	2.0	CTE	State
Firefighter II	3.0	CTE	State
EMT-Basic	2.0	CTE	State
PLTW Cyber Security	1.0	CTE	State
AP Research (Capstone Opportunities)	1.0	General	State
AP Seminar (Capstone Opportunities)	1.0	General	State
Music Studies, Music Appreciation I	1.0	Music/Fine Arts	State
Music Studies, Music Appreciation II	1.0	Music/Fine Arts	State
Music I, Instrumental Ensemble I	1.0	Music/Fine Arts	State
Music II, Instrumental Ensemble II	1.0	Music/Fine Arts	State
Music III, Instrumental Ensemble III	1.0	Music/Fine Arts	State
Music IV, Instrumental Ensemble IV	1.0	Music/Fine Arts	State

Previously Approved Courses 2017-2018 by Board of Trustees, July 2017

Course	Credit	Academic Strand	State/Local
Horticulture Science	1.0	CTE	State
Practicum Education and Training	1.0	CTE	State
Culinary Arts	2.0	CTE	State
Advanced Culinary Arts	2.0	CTE	State
Social Media Marketing	.5	CTE	State
Fashion Marketing	.5	CTE	State
Lobos Embracing Academics Daily (L.E.A.D)	.5 or 1.0	Skills & Success	Local



Earth and Space Science	1.0	Science	State
Dual Credit Elementary Analysis	.5	Math	State
Dual Credit Calculus	.5	Math	State
Independent Study Calculus I	.5	Math	State
PreCalculus	.5 or 1.0	Math	State
Journalism II (Advanced Journalism)	1.0	English/CTE	State

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
8-19-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	STADIUM LOBO MARKETING PACKAGE				
Presenter or Contact Person:	Dr. Tony Tipton, Executive Director for Innovation				
Policy/Code:	GKB (LOCAL)				
Summary:	Medlin & Associates Allstate Group Lobo Stadium Marketing Package Purchase for 5 years at \$60,000 total.				
Financial Implications:	No cost to LEISD; District will receive \$60,000 income over the life of the agreement.				
Attachments:	Copy of Contract				
Recommendation:	The Administration recommends approval of the advertising package dated 8-19-19 as submitted.				
Motion:	I move the Board approve the advertising package dated 8-19-19 as submitted.				

**LITTLE ELM ISD
PARTNERSHIP AGREEMENT**

This Agreement entered into this 1st day of August, 2019, by and between Little Elm Independent School District, a political subdivision of the State of Texas, hereinafter referred to as "School", and Medlin and Associates, LLC, a Texas limited liability company, hereinafter referred to as "Partner", and School and Partner together referred to as the "Parties" hereby agree as follows:

Recitals

WHEREAS, the School allows for commercial advertising at School athletic events and on School facilities under School's Board policies;

WHEREAS, Partner is proud of its association with Little Elm and the surrounding areas and wishes to show its ongoing support of education, the community, the students, teachers, and staff of the School, and fans of School sports; and

WHEREAS, Partner seeks to advertise at School athletic events.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the sufficiency of which are acknowledged, and subject to the terms and conditions hereinafter set forth, the Parties agree as follows.

1. **Terms and Conditions.** Under the terms and conditions herein set forth, the School grants advertising rights to the Partner as stipulated in Attachment A - Lobo Package, attached hereto and incorporated herein for all purposes.
2. **Payment.** Payments shall be made by Partner to the School as follows:
SCHEDULED PAYMENTS OF \$1,000.00 (ONE THOUSAND DOLLARS) DUE MONTHLY FROM PARTNER TO SCHOOL ON THE FIRST DAY OF EACH MONTH. TOTAL OF \$12,000 (TWELVE THOUSAND DOLLARS) EACH AGREEMENT YEAR FOR FIVE (5) YEARS FOR A TOTAL PAYMENT AMOUNT OF \$60,000.00 (SIXTY THOUSAND DOLLARS). FIRST PAYMENT DUE SEPTEMBER 1, 2019.
Checks shall be made payable to the Little Elm Independent School District and shall be sent to:

Little Elm Independent School District
Business Services – Accounts Receivable
300 Lobo Lane
Little Elm, TX 75068
3. **Term of Agreement.** The period of this Agreement shall be for an initial term of 5 (five) years, effective September 1, 2019 through August 31, 2024 with an option to extend the Agreement for an additional five (5) year renewal term, as detailed in Section 4.
4. **Renewal.** Partner and School shall have the option to negotiate an extension of this Agreement, with respect to Advertising Rights and Conditions, and other terms and conditions, satisfactory to both parties, for an additional 5 (five) year renewal term. Partner shall notify School, in writing, no less than one hundred eighty (180) days

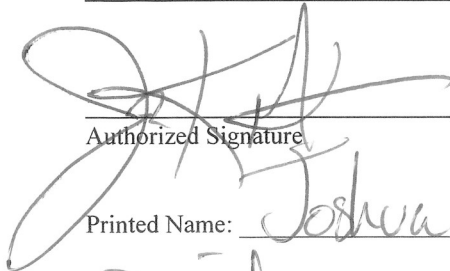
Partner; (ii) seek and obtain actual damages and/or injunctive relief including but not limited to specific performance of the terms of this Agreement; and/or (iii) exercise the right to terminate this Agreement.

- c. Default by School: The following shall constitute an event of default by School under this Agreement:
 - (i) School fails to perform or observe any of its non-monetary obligations, covenants, conditions, or agreements to be performed or observed by School under this Agreement for thirty (30) days after written notice thereof from Partner; provided that if such performance or observance cannot reasonably be accomplished within the thirty (30) day period, a default shall not be deemed to have occurred if School begins to cure the breach within the thirty (30) day period and thereafter diligently and in good faith continues to pursue the cure of the breach until cured.
 - d. Partner's Remedies: Partner has the right, immediately after an event of a default under this Agreement by School, to take the following actions, which are not exclusive: (i) at its own expense remove advertisements and require School to cease and desist any use of Partner's advertisements; (ii) seek and obtain injunctive relief including but not limited to specific performance of the terms of this Agreement; and/or (iii) exercise the right to terminate this Agreement.
 - e. Effect of Termination: Upon termination, all rights and obligations of the parties under this Agreement shall cease.
 - f. Termination for Convenience: School may choose to terminate the contract without cause and in the best interests of the School with ninety (90) days' written notice to Partner. In addition, if the Partner is unable to maintain a positive public image, the School's Board of Trustees reserves the right to revoke the rights granted herein at any time if it will have a negative impact on the image or reputation of the School. In the event School exercises its right of termination under this Subsection (f), the School shall refund any amounts prepaid by the Partner on a pro rata basis.
10. Grievances. Any dispute under this Agreement must be submitted to School through its complaint process outlined at policy GF (LOCAL) before being litigated. A copy of the policy is available online on the School's website <https://pol.tasb.org/Home/Index/393>. For the purposes of this Agreement, all timelines to file are extended to forty-five (45) days.
11. Third party beneficiaries; Joint venture. There are no third-party beneficiaries to this Agreement. This Agreement does not constitute a joint venture or partnership.
12. Content of advertising. For purposes of this Agreement, "Advertising" is defined as "a communication designed to attract attention or patronage by the public or school community and communicated through means under

- f. Counterparts: This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same Agreement.
- g. Governmental Immunity: By entering into this Agreement, School is not waiving any immunity from suit or liability. Nothing in this Agreement shall be construed as consent to suit by School.

On this day and year first above written, the parties hereto have executed this Agreement.

MEDLIN AND ASSOCIATES, LLC


Authorized Signature
Date 8/2/19
Printed Name: Joshua Medlin
Title President

LITTE ELM INDEPENDENT SCHOOL DISTRICT

Authorized Signature Date

Grant Anderson, Associate Superintendent and Chief Financial Officer

Attachment B

Board Policy GKB (Local)

Little Elm ISD
061914

COMMUNITY RELATIONS
ADVERTISING AND FUNDRAISING

GKB
(LOCAL)

Promotional Activities

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

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

Advertising

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

Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. The District reserves the right to reject advertising that:

1. Is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum;
2. Is inappropriate in a school setting with a student audience;
3. Advertises products presenting a health hazard;
4. Creates a substantial likelihood of material disruption, including adding to the District's obligations for security and facilities maintenance; or
5. Adds to the District's administrative burden by exposing the District to complaints, controversy, or litigation.

The District shall not accept paid political advertising.

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

Sponsorships, Contracts, and Other Agreements

If the District or any campus accepts financial or in-kind donations to support District-sponsored activities, the District reserves the right to acknowledge donors through whatever means the District deems appropriate. The District retains full editorial control over its acknowledgment or display of donations, even if donors are permitted to suggest text for the acknowledgment.

DATE ISSUED: 1/16/2019
UPDATE 112
GKB(LOCAL)-X

1 of 5

requires legal review, such review shall be obtained prior to the execution of the agreement.

5. Prior approval by the Superintendent shall be required for any agreement: (a) providing exclusive rights; (b) with a duration in excess of three years; and/or (c) with an indicated value in excess of \$20,000 per year. Such agreements shall be of no force and effect until approved by the Superintendent. All other agreements must be approved by the Superintendent or designee.
6. Prior approval by the Superintendent shall be required for any advertising agreement providing temporary naming rights of an area, such as the athletic field or an entrance at the Little Elm Athletic Complex, to reflect the name of the advertiser's business. The agreement must specify how the area will be officially referred to by the District and that the naming right for the area is solely for the duration of the agreement period.

**Advertising
Acceptance**

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

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

Approval Procedures

The District shall maintain authority for approving advertising as follows:

1. The design, layout, configuration, and content of all advertisements shall be subject to the District's prior written approval.
2. The District shall notify any entity in writing within 15 days after submission if any proposed advertisement is unacceptable to the District.

COMMUNITY RELATIONS
ADVERTISING AND FUNDRAISING

GKB
(LOCAL)

6. Ambiguous statements that may be misleading to the audience;
7. Advertising of price, unless first approved in writing by the District;
8. Appeals for funds;
9. Testimonials that cannot be authenticated;
10. Advertisements that describe any internal bodily functions or symptomatic results of internal disturbances or that refer to matters that are not considered acceptable topics in social groups;
11. Announcements of programs that are prejudicial to the public interest, to the interest of the District, or to legitimate advertising or reputable business in general;
12. Defamatory statements about the District or any other public or political figure or entity;
13. Promotions containing alcohol or tobacco products;
14. Subjects that would be disruptive to or inconsistent with the educational purpose of the District; or
15. Advertisements that would prevent the District from maintaining a position of neutrality on political and religious issues, or would create an appearance of favoritism on said issues.

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

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

DATE ISSUED: 1/16/2019
UPDATE 112
GKB(LOCAL)-X

ADOPTED:

5 of 5

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
Board Mtg. Date 08-19-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	FINAL BUDGET AMENDMENT				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	Board Legal Status Powers and Duties – BAA (Local) Annual Operating Budget – CE (Local)				
Summary:	At the end of each year final budget amendments are presented to the board for approval for any anticipated functional overages.				
Financial Implications:	None				
Attachments:	Final Budget Amendment				
Recommendation:	The Administration recommends approval of the 2018-2019 End of Year Budget Amendments as submitted.				
Motion:	I move that the Board approve the 2018-2019 End of Year Budget Amendments as submitted.				

Little Elm Independent School District
General Fund
Final Budget Amendment
FY 2018-2019

	Fund	FX	Decrease	FX	Increase	Org	Incr (Decr) Fund Balance	Reason
1	199	11	105,000	12	10,000	Var		Reallocate funds to cover overages in functional areas that may result from end of year accruals, reclassifications or audit adjustments.
				21	40,000			
				33	25,000			
				35	5,000			
				41	20,000			
				61	5,000			
2	199	13	10,300	11	12,300	821		Reallocate funds to cover purchase of psychology and sociology textbooks.
		21	2,000					
3	199	00	1,460,105	00	567,565	000	1,460,105	Increase revenue budget mainly due to higher than anticipated property tax collections, investment earnings, state funding, and impact aid.
				00	632,002			
				00	260,538			
4	199	00	717,720	00	663,891	000	663,891	Increase in federal funding due to receipt of SHARS Medicaid 2016-2017 cost report reimbursement net of associated fees.
				41	53,829			
5	199	00	1,000,000	00	1,000,000	000	(1,000,000)	Budget for transfer of funds to Capital Projects Funds 6XX.
6	199	00	200,000	11	35,000	854	(200,000)	Budget for higher than anticipated student transportation costs due to addition of two SPED routes and one growth route during the year.
				34	165,000			
7	199	00	60,000	51	60,000	855	(60,000)	Budget for higher than anticipated utility costs for water and propane.
Total			3,555,125		3,555,125		863,996	

Little Elm Independent School District
Debt Service Fund
Final Budget Amendment
FY 2018-2019

	Fund	FX	Decrease	FX	Increase	Org	Incr (Decr) Fund Balance	Reason
1	511	00	302,399	00	302,399	000	302,399	Budget for higher than anticipated property tax collections
2	511	00	16,460	00	41,460	000	(16,460)	Adjustment to estimate for bond refunding entries.
		00	25,000					
	Total		343,859		343,859		285,939	

Little Elm Independent School District
Capital Project Funds
Final Budget Amendment
FY 2018-2019

	Fund	FX	Decrease	FX	Increase	Org	Incr (Decr) Fund Balance	Reason
1	6XX	00	1,000,000	00	1,000,000	000	1,000,000	Budget for transfer of funds from General Operating Fund to Capital Projects Funds.
	Total		1,000,000		1,000,000		1,000,000	

Board Agenda Item

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

	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Discussion Item <input type="checkbox"/>
Board Mtg. Date 08-19-2019					
Subject:	GIFTS AND DONATIONS				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	Other Revenues – Grants from Private Sources – CDC (LOCAL)				
Summary:	New gifts and donations received by the District will be presented.				
Financial Implications:	Increase of General Fund revenues and increase in appropriate budgets.				
Attachments:	Donation List				
Recommendation:	The Administration recommends the acceptance of gifts and donations.				
Motion:	I move the Board approve the acceptance of gifts and donations as submitted.				

**LITTLE ELM INDEPENDENT SCHOOL DISTRICT
NEW DONATIONS
August 2019**

Donations Less than \$2,500

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Hackberry Elementary	461	Redden Concrete, Inc.	PE program	06/04/19	100.00		100.00
Lakeside Middle School	461	Kona	Campus needs	06/10/19	537.80		537.80
Communication Services & Marketing		RE/MAX Lakefront	Back to School Bash - 10 tablets for students	07/30/19		500.00	500.00
					637.80	500.00	1,137.80

Donations \$2,500 and Greater

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Lakeview Elementary		Lakeview PTA	Laminator and poster printer	07/25/19	-	9,790.00	9,790.00
					-	9,790.00	9,790.00

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-19-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REQUEST FOR PROPOSAL #2019-007 PRINTING SERVICES				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	CH (LEGAL)				
Summary:	The Printing Services RFP results/recommendations for monthly approval.				
Financial Implications:	N/A				
Attachments:	Under separate cover				
Recommendation:	The Administration recommends approval of the vendors for Printing Services as submitted.				
Motion:	I move that the Board approve the list of Printing Services vendors dated August 19, 2019 as submitted.				

RFP #2019-007**Printing Services**Timeline

Send Bid Ad to Denton Record	May 15, 2019
First Bid Ad to run on	May 17, 2019
Second bid Ad to run on	May 24, 2019
Receive & Open Proposals	June 24, 2021 @2 PM
Board Date(s)	July 29, 2019 and continual (open RFP)

RFP #2019-007 Awarded Vendors July 29, 2019Company Name

MINUTEMAN PRESS- THE COLONY

LEGACY GRAPHICS dba ALPHAGRAPHICS 471

HOMEGROWN PROMOTIONALS

MISTER SIGN MAN

FASTSIGNS – DENTON

Awarded: 8/19/19Company Name

RALLY SPORTSWEAR, LLC (PRINTING SERVICES ONLY)

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-19-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	DECLARING TECHNOLOGY EQUIPMENT SURPLUS AND AUTHORIZING FOR DISPOSAL AND DONATION				
Presenter or Contact Person:	Clay Walker, Director for Technology Services				
Policy/Code:	CI (LOCAL), CI (LEGAL)				
Summary:	Numerous components of technology equipment items have been displaced throughout the District and are of negligible salvage value, being either obsolete or beyond economical repair. Due to the age and condition of these items, LEISD Administration requests that the items listed in the attachment be declared surplus and authorized for disposal. Approximately 50 chromebooks will be donated to Trenton ISD for their students to use as repair demonstrators.				
Financial Implications:	N/A				
Attachments:	Surplus List				
Recommendation:	The Administration recommends that the identified items be declared surplus and authorize them for disposal and donation to Trenton ISD.				
Motion:	I move that the Board declare surplus the identified items and authorize them for disposal and donation to Trenton ISD as submitted.				

CHROMEBOOK DISPOSAL

	Serial#	Barcode
1	CLLBK42	Gondola Box
2	DSCG952	
3	36Y9K42	
4	4S64LD2	
5	DM5G952	
6	87CCK42	56191400051322
7	F8B9K42	56191400075669
8	5DH7K42	
9	2JJGK42	
10	5HB9K42	
11	CKKGK42	
12	9T8BK42	
13	6YDG952	
14	D4P3L82	
15	99Z9K42	
16	2SY9K42	56191400050977
17	2FKGK42	56191400053989
18	82FDK42	
19	8JFDK42	56191400054359
20	9GDCK42	
21	C1G7K42	
22	2BCCK42	
23	22FDK42	
24	1VF7K42	
25	87P3L82	
26	7GH7K42	
27	GCFBK42	56191400026944
28	DF89K42	
29	DLKGK42	
30	JCZGK42	
31	DVFG952	
32	8XY9K42	
33	98CCK42	
34	JJJGK42	
35	7M99K42	
36	CW49K42	56191400037149
37	1MJGK42	
38	C9KGK42	
39	5FKGK42	
40	5ZHCK42	
41	15G7K42	
42	BG5G952	56191400052452
43	1R54LD2	
44	8ZFG952	
45	F4Y9K42	
46	2MDDK42	
47	J3Z9K42	
48	5C55K42	
49	91FDK42	
50	5XHCK42	
51	C5CCK42	
52	C2FDK42	
53	GJJCK42	

54	HXQBK42	
55	5R8BK42	
56	GTY9K42	
57	JND7K42	
58	1999K42	
59	6DH7K42	
60	BDHBK42	
61	93Y9K42	
62	2TSBK42	
63	CDZ9K42	
64	21RBK42	
65	59SBK42	
66	9S8BK42	
67	6JGK42	
68	95P3L82	
69	100BK42	
70	GYHCK42	
71	8SSBK42	
72	12Y9K42	
73	F4JCK42	
74	8QZ9K42	
75	DVFDK42	
76	F5Y9K42	
77	1P45K42	
78	53JCK42	
79	F6CCK42	
80	D3FG952	
81	58J7K42	
82	DGFDK42	
83	D6DCK42	
84	9HV3LD2	
85	CJ8BK42	
86	3YN3L82	
87	F8DCK42	
88	BGCG952	
89	D2H7K42	
90	GWFDK42	56191400075925
91	CSCDK42	
92	HSBDK42	
93	F0DCK42	
94	9ZHCK42	
95	1BP3L82	
96	6KKGK42	
97	F7HBK42	
98	B7CCK42	56191400058590
99	7MLBK42	56191400026951
100	2Z89K42	56191400075990
101	1HK7K42	
102	G5DCK42	
103	6QH7K42	
104	5ZCCK42	
105	2JZ9K42	
106	9JHBK42	
107	CSSBK42	
108	5HKGK42	56191400054383

109	7DJ9K42	
110	6CHBK42	
111	DQ8BK42	
112	GD89K42	
113	JMHBK42	
114	GXHCK42	
115	G0GG952	
116	97CCK42	
117	5M8BK42	
118	CR8BK42	
119	7399K42	
120	2RFDK42	
121	JWN3L82	
122	1R34LD2	
123	DCK9K42	
124	7CSBK42	
125	HR8BK42	
126	8J5G952	
127	D5CCK42	
128	43F7K42	
129	1JSBK42	
130	GCSBK42	56191400053211
131	6LK GK42	
132	56JCK42	
133	81DDK42	
134	9CZGK42	
135	8FSBK42	
136	62DCK42	
137	1GJCK42	
138	7R45K42	
139	JQZGK42	
140	C8HBK42	
141	JS8BK42	
142	1L2G952	56191400053013
143	DXFG952	56191400049318
144	7TG7LD2	
145	CBHBK42	
146	3WZGK42	
147	9XDDK42	
148	FPDCK42	
149	7CKGK42	56191400026993
150	JBH7K42	
151	42G7K42	
152	F9SBK42	
153	7D8BK42	
154	9PLBK42	
155	C3RBK42	
156	GSDDK42	
157	CG5G952	
158	6TFDK42	
159	7WDDK42	
160	77P3L82	
161	9VDDK42	
162	D3P3L82	
163	3YFG952	BOX #1

164	81FG952	
165	16Y9K42	
166	1MDDK42	
167	2QZGK42	
168	88Y9K42	
169	FCZGK42	
170	30JCK42	
171	JF89K42	
172	86F7K42	
173	D9Z9K42	BOX #2
174	HBFBK42	
175	H8CCK42	
176	BKHBK42	
177	37B9K42	
178	FWFDK42	
179	6BJCK42	
180	6MHBK42	56191400053872
181	67Z9K42	
182	BF5G952	
183	CCP3L82	BOX #3
184	70CCK42	
185	H28BK42	
186	37P3L82	
187	70RBK42	
188	HD55K42	
189	B3P3L82	
190	GHJCK42	
191	BVN3L82	
192	7YYYKD2	
193	4D5G952	BOX #4
194	6KS9K42	
195	72CFK42	
196	9ZFG952	
197	DM8BK42	
198	82JCK42	
199	8LJGK42	
200	2M5G952	
201	DT34LD2	
202	BNHBK42	
203	6LHBK42	BOX #5
204	9799K42	
205	F47R962	
206	41FDK42	
207	8LH9K42	
208	BMLBK42	
209	DK5G952	
210	JTQ9K42	
211	FJKGK42	
212	2VHCK42	
213	BBKBK42	BOX #6
214	33LBK42	
215	DFSBK42	
216	8JHBK42	
217	HH5G952	
218	4MFDK42	

219	2L2BK42	56191400052494
220	FFJCK42	
221	H3P3L82	
222	JYCCK42	
223	CXFDK42	BOX #7
224	60CCK42	56191400051272
225	93CFK42	
226	47JCK42	
227	JPJBK42	
228	9M8BK42	
229	BHCCK42	
230	D2CCK42	
231	8FKGK42	
232	GJ5G952	56191400075651
233	8SFDK42	

OTHER DEVICES DISPOSAL

Device	Serial Number
Desktop	71Y3514
Laptop	BCAJH101CFDAE0ACVU
Printer	CNB9257990
Tablet	196239770711
Tablet	190506984320
Tablet	196240342301
VCR & DVD/CD Player	U06393008
VCR & DVD/CD Player	U06304965
VCR & DVD/CD Player	U06396602
VCR & DVD/CD Player	U06307056
Dock Station	CNU344ZC41
Dock Station	CNU344ZC6S
LMS 6th, 7th & 8th	
Type	Serial
Printer	CNB9257982
	CNBK813581
Projector	Q8FJ113AAAAAC0186
	RFNK4Y00197
	F3HU03367
Monitor	43001346
	80503154440
	905TPHG0V849
	QGU083523875
	QGU083524404
	JCCF1201717
	909RMKU436181
Mimio	1F60ECD7-D21001M0A12
	AB192C63-D20013M7A12
	FE6A4736-D21001M0A12
	39621BF1-D20016M7A12
	F3715F3B-D21001M0A12
	129F61DA-D21001M0A12
	88163E40-D20016M7A12
	1727E4DF-D20064M9A12
	E837C620-D21001M0A12
	7E7CE5B6-D21001M0A12
	8EDDE446-D21001M0A12
	89DA0A41-D21001M0A12
	F7C6DE3F-D21001M0A12
	8BFB0A43-D20016M7A12
	41EBE089-D20013M7A12
	81F08649-D20016M7A12
Mimio	AF57B549-W21036I0R12
Mobi	IP5011016060051
	IP5011033061760

	Cables	
	High School	
	Device	SN
	Projector	KM3F943013L
	Projector	KM3F943026L
	Projector	KM3F943026L
	Projector	AMMC42400337
	Projector	FPC4215ABBAAC0495
	Video Records	VMC161414380139
	Desktop	4001024-0001
	Desk Speakers	N/A
	Printer	CNB9G412N8
	Circuitboard	74286
	VHS Player	%D1IC83639
	KVM Switch	3061217691
	Monitor	QCW073082061
	Monitor	ETL230221352800B1FED4A
	Monitor	B9LMTF256554
	Box/Power Cables	N/A
	Box/Keyboards	N/A
	Box/KeyB&Mice	N/A
	Box/Mixed Cables	N/A
	Phone	0004F2DD1A34
	Phone	0004F25C95F2
	Phone	0060B9C37FF7
	Phone	0060B9C37EE9
	Phone	0060B95228A8
	Phone	0060B9C37BE6
	Phone	0060B9C36F7F
	AP	FTX1715R0WG
	AP	FTX1715R106
	AP	FTX1719R0XR
	AP	FTX1715GJVY
	AP	FTX1715R107
	Box/VGA Adapters	N/A
	PSA	
	Device	Serial Number
	Desktop	1S1578H3UPBYA179
	Desktop	1S1578H3UPBYA176
	Desktop	1S1578H3UR8PHW9E
	Desktop	1S1578H3UPBYA178
	Desktop	1S1578H3UR8PHX1E
	Desktop	1S1578H3UR8PHW9H

	Monitor	905TPFX14379
	Monitor	905TPCA0V851
	Docking Station	CNU429XHPC
	Docking Station	CNU344ZC5L
	Docking Station	CNU344ZF2M
	Charging Cart	
	Phone	A260-1191-01
	Laptop	LR-1BCBL
	Laptop	LR-1BCBD
	Laptop	NA
	Laptop	LR-AGVTR
	Desktop	1S1578H3UR8PHW9V
	Desktop	1S1578H3UR8PHX0K
	Desktop	MXL423225X3
	Desktop	2UA4160TJ2
	Monitor	905TPPB0V824