



Little Elm ISD

Regular Meeting

Monday, October 21, 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 October 21, 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. Superintendent Spotlight
 - A. Little Elm High School Students of the Month
Presenter: Renee Pentecost
 - B. Little Elm ISD Education Foundation Recognition
Presenter: Daniel Gallagher
 - C. Governor Abbott's Resolution - Texas Education Human Resources Day
Presenter: Ross Roberts
 - D. Governor Abbott's Resolution - "Principal's Appreciation Month"
Presenter: Ross Roberts
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 551.072, and 551.074. The Board and Superintendent will discuss:
 - A. Personnel
 - B. Land
8. Reports of the Superintendent
 - A. Update on HB Pre-K 5
Presenter: Dr. Ashley Glover
 - B. Curriculum & Learning Services 13
Presenter: Amanda Ball

9. Approval of Minutes	
A. Consider Approval of Regular Board Meeting Minutes - 9/16/2019 Presenter: Sonia S. Flores	25
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A. Consider Hiring Approval for Director for Human Resources Presenter: Dr. Chad Teague	33
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G. Consider 2019/20 Capital Outlay Projects Presenter: Rod Reeves	166
11. Consent Agenda	
A. Consider Maximum Class Size Exemptions - Class Size Waivers Presenter: Dr. Chad Teague	176
B. Consider RYHT Grant Opportunity Presenter: Dr. Cyndy A. Mika	178
C. Consider 2019-2020 Campus Performance Objectives Presenter: Dr. Ashley Glover	192
D. Consider CoServ Easement for Strike Middle School Presenter: Rick Martin	195
E. Consider Gifts and Donations Presenter: Grant Anderson	203
F. Consider Request for Proposal #2019-002 Food Catering Services Presenter: Grant Anderson	205
G. Consider Request for Proposal #2019-007 Printing Services Presenter: Grant Anderson	208
H. Consider Declaring Technology Equipment Surplus and Authorizing for Disposal and Donation Presenter: Clay Walker	210
12. Board President Comments Presenter: David Montemayor	
13. Board Comments	
14. Superintendent Comments	
15. Adjournment	

If, during the course of the meeting, the Board of Trustees should determine that a closed meeting should be conducted, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq. The meeting will be held by the School Board at the date, hour, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

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

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections 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 10-21-2019	Reports of the Superintendent <input checked="" type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda Item <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	UPDATE ON HB PRE-K				
Presenter or Contact Person:	Dr. Ashley Glover, Director for Assessment and Federal Programs				
Policy/Code:	N/A				
Summary:	HB 3, passed in the 86th legislative session has a requirement for providing full day pre-k to eligible 4 year olds. The Board will be updated on the timeline for LEISD to be in compliance with HB 3 requirements.				
Financial Implications:	Potential financial implications are attached.				
Attachments:	The HB 3 PreKindergarten Budget information is attached.				
Recommendation:	Item is for informational purposes only. No recommendation is necessary				
Motion:	Item is for informational purposes only. No recommendation is necessary				

House Bill 3 (HB3)
Full-Day Prekindergarten
Little Elm Independent School District
Board of Trustees Meeting
October 21, 2019

The Law

Early Education Allotment(New): allocated to improve student performance in Reading and Math, including supporting full-day prekindergarten

2 Campuses will provide full-day PK to all eligible 4 year olds

If unable to implement immediately, required waiver in January 2020

Waivers are 1, 2, or 3 years (opportunities to implement)

LEISD Prekindergarten Program

Requirements of three year waiver:

- ◆ 2019-2020 - **Year 1** - File Waiver in January 2020 (prior to filing waiver must solicit partnerships to determine whether to partner with another entity or provide in house PK - requirement of waiver)
- ◆ 2020-2021 - **Year 2** - Must open one (1) full-day four year old classroom to eligible students (either with partner entity or in-house)
- ◆ 2021-2022 - **Year 3** - Must open second full-day four year old classroom to eligible students (either with partner entity or in-house)
- ◆ 2022-2023 - **Must open** full-day four year old PK to all eligible students or apply for an additional waiver with additional requirements

Call for Partnerships

Little Elm ISD called for potential partnerships with private or public entities in order to develop full day PreKindergarten opportunities.

Our Public Meeting will be held:

6

November 6, 2019 @ 3pm
Zellars Center for Learning and Leadership
300 Lobo Lane, Little Elm TX 75068

LEISD Prekindergarten Program

Eligibility:

- English Language Learner
- Educationally Disadvantaged (free and reduced lunch)
- Homeless
- Child of an Active Duty Member of the Military; or of those killed or injured in the line of duty
- Conservatorship of the Department of Family and Protective Services (DFPS)
- Child of a person eligible for the Star of Texas Award as a peace officer (3106.002), firefighter (3106.003), or emergency medical first responder (3106.004).
- Services as designated through an Individual Education Plan (IEP)

Financial Impact

Item	Cost	Details
Professional Personnel (1FTE)	\$65,000.00	Salary & Related Costs
Paraprofessional	\$30,000.00	Salary & Related Costs
OWL Curriculum and Ancillary Materials	\$3,000.00	Required Curriculum
Classroom Furniture & Materials	\$20,000.00	Details cost breakdown in Lakeshore packet, (\$16,800 specifically +\$3200 incidental per design)
Two student ipads- standard for PK Classrooms	\$866.00	iPad & Associated Costs
Projector + mount (if needed)	\$2,500.00	Technology Cost
phone	\$125.00	Technology Cost
Network cabling	\$500.00	Technology Cost
Wireless AP	\$1,500.00	Technology Cost
One teacher laptop	\$1,200.00	Pending purchase responsibility & quote
Coaching/mentoring/professional learning	\$2,500.00	Region 10/Region 11/NAEYC
Classroom Library supplement	\$150.00	Vendor Options
General classroom supplies- discretionary	\$300.00	Vendor Options
(Traditional Classroom Total)	\$127,641.00	
Bilingual Stipend	\$4,000.00	Salary Related Cost
OWL Curriculum and Ancillary Materials-Additional Spanish	\$1,500.00	Required Curriculum
Spanish Literacy Materials	\$150.00	Vendor Options
Bilingual Classroom Total	\$133,291.00	

Current and Future Planning

- November Board Meeting:
 - Review financial impact
 - Consider partnership with other entities
 - Determine whether to enter into a partnership or to provide services within LEISD
- 12 ● December Board Meeting:
 - Consider recommendation to apply for waiver
- File Waiver in January 2021 for three years, if approved by Board in December

Board Agenda Item

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

Board Mtg. Date 10-21-2019	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:	CURRICULUM & LEARNING SERVICES				
Presenter or Contact Person:	Amanda Ball, Director for Professional Learning and Advanced Academics				
Policy/Code:	N/A				
Summary:	Professional Learning Update Advanced Academics Update (Focus: AP & GT) Aspiring Leaders Institute 2020				
Financial Implications:	There is no financial impact.				
Attachments:	October Board Update				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

PROFESSIONAL LEARNING, ADVANCED ACADEMICS UPDATE

BOARD OF TRUSTEES | OCTOBER 2019



PROFESSIONAL LEARNING

K-12 CORE CURRICULUM

SUMMER LEARNING SUMMIT

ADMIN LAUNCH

NEW ADMINISTRATORS ACADEMY

NEW TEACHER UNIVERSITY

MODEL CLASSROOMS

MENTORING PROGRAM

FALL KICK OFF



PROFESSIONAL LEARNING

TEACHERS EARNED

12,715

CONTINUING
PROFESSIONAL
EDUCATION HOURS
BETWEEN

june 3 & august 5

16



ADVANCED ACADEMICS



2019-2020

ADVANCED ACADEMICS

DUAL CREDIT

ONRAMPS

ADVANCED & ACCELERATED
PATHWAYS

LOBO COLLEGIATE ACADEMY

ADVANCED PLACEMENT

18



ADVANCED PLACEMENT

LEHS
STUDENTS EARNED
801

19



COLLEGE CREDITS **SAVING**
\$200,250
IN TUITION.

GIFTED/TALENTED EDUCATION

20



IE

GIFTED
TALENTED

GIFTED/TALENTED EDUCATION



6% OF LEISD STUDENTS IDENTIFIED AS GIFTED

CURRENTLY SERVING 500 STUDENTS K-12

3 GT SPECIALIST DISTRICT-WIDE

K-5 PULL OUT PROGRAM

6-12 GT STUDENTS SCHEDULED TOGETHER &
SERVED THROUGH ADVANCED COURSE
OFFERINGS

ASPIRING LEADERS INSTITUTE



ASPIRING LEADERS INSTITUTE



23

IN THE FALL OF 2020, **ALI** WILL BECOME A
COMPREHENSIVE 2 YEAR LEADERSHIP PROGRAM

FACE-TO-FACE & VIRTUAL LEARNING SESSIONS,
SELF-DIRECTED ACTION RESEARCH, ON the JOB
LEARNING

OPPORTUNITIES TO EXTEND THE EXPERIENCE WITH
AN OPTIONAL ASPIRING ADMINISTRATOR MODULE

thank.

you.



Board Agenda Item

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

Board Mtg. Date 10-21-2019	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 - 9-16-2019.				
Presenter or Contact Person:	Sonia S. Flores, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Board Meeting Minutes for September 16, 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 September 16, 2019.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for September 16, 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, September 16, 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, and Superintendent Daniel Gallagher.

ABSENT: Trustee Melissa Myers and Trustee DeLeon English

1. Call to Order Open Session in the Board Room at Zellars Center for Learning and Leadership on 300 Lobo Lane, Little Elm, Texas 75068. President G. David Montemayor called the meeting to order at 6:31 pm.
2. Pledge of Allegiance
The Board led those in attendance to The Pledges of The United States Flag and The Texas Flag.
3. Invocation
There was no invocation.
4. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
5. Superintendent Spotlight
 - A. Introduction of Executive Director of Human Resources
Mr. Ross Roberts presented to the Board Dr. Chad Teague. Dr. Teague is the new Executive Director of Human Resources.
 - B. Little Elm High School
Ms. Renee Pentecost introduced Mr. Valentin Cardenas and Mr. Zachary Shaffer presented to The Board the LEHS TSA Club & Aerospace Class – Drones. The students spoke about the following:
 - Educational Purpose
 - What are we learning in Aerospace/TSATSA Vice President, Kurt Espinosa showed a video of flying Thrust UAV RIOT drone.
 - C. Little Elm High School Students of the Month
Ms. Renee Pentecost presented to the Board the students of the month. The students receiving the award were Kevin Santana, Frank Sosa, Avery Roman, Caleb Valdez, and Andrew Mendoza.
 - D. CoServ Check Presentation
Mr. Mario Zavala from CoServ presented a check for \$48,466.11 to LEISD.

6. The Board recessed at 7:14 pm 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 discussed:

A. Consultation with Board's Attorney

1. To consult with its attorney when the Board seeks advice about pending or contemplated litigation or a settlement offer, or when the attorney will have an ethical duty of confidentiality. (Tex. Gov't Code 551.071).

a. Consultation with District legal counsel regarding TEA Complaint No. 201914912

B. Personnel

C. Land

The Board reconvened at 8:47 pm.

7. Reports of the Superintendent

A. Class Size Report

Mr. Ross Roberts shared with the Board the following:

Class Size Report LEISD 2019 Start of School

- Average Class Size – Elementary
- Average Class Size – Middle School
- Average Class Size – Middle School

B. Future Plan for LEISD's 1:1 Student Computer Program

This item was moved to after spotlight.

Mr. Ross Roberts shared with the Board the following:

Future plan for LEISD's 1:1 Student Computer Program

- Current Structure
- 2019-2020
- 2020-2021

C. Update on HB3 Pre-K

Dr. Ashley Glover shared with the Board the following in regards to this item:

- The Law
- LEISD Prekindergarten Program
- Eligibility
- Current and Future Planning

D. 2nd Quarter 2019 Growth Report

Mr. Rod Reeves briefed the Board on the following;

- Economic Conditions – DFW Area
- Local Economic Conditions
- Little Elm ISD Home Sales
- LEISD Historical Home Sale Price
- DFW New Home Ranking Report
- New Housing Activity
- Annual Closing Distribution
- VDL Distribution
- Futures Distribution

- District Housing Overview
- Residential Activity
- Future Residential Activity
- Future Multi-Family Activity
- Ten Year Forecast
- Summary

8. Citizen Input

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

This item was moved to before closed meeting.

Mr. Tim Curtiss approached the Board about AP Government.

9. Approval of Minutes

A. Consider Approval of Regular Board Meeting Minutes - 8/19/2019

Ms. Sonia S. Flores presented to the Board this item. Trustee Dan Blackwood made the first motion to approve the item as submitted. Secretary Alejandro Flores seconded the motion. The motion passed (5-0).

10. Action Items

A. Consider the Compensation Approval

Mr. Daniel Gallagher presented to the Board this item.

Vice President Jason Olson made the first motion to approve this item as discussed in closed meeting. Trustee LeAnna Harding seconded the motion. The motion passed (5-0).

B. Consideration and Possible Action on Any Matters Addressed in Executive Session

Mr. Daniel Gallagher shared with the Board the consideration and possible action on any matters addressed in executive session.

President David Montemayor made the first action to approve this item as discussed in closed session. Vice President Jason Olson seconded the motion. The motion passed (5-0).

C. Consider Two FTE's in Special Education - One LSSP (Licensed Specialist in School Psychology) and one SLP (Speech Language Pathologist)

Mr. Ross Roberts briefed the Board on this item. One FTE is for a Licensed Specialist in School Psychology. The second FTE is for a Speech Language Pathologist, Preferably bilingual.

Trustee LeAnna Harding made the first motion to approve this item as submitted. Secretary Alejandro Flores seconded the motion. The motion passed (5-0).

D. Consider One FTE - Paraprofessional (Non-Exempt)

Mr. Ross Roberts briefed the Board on this item. This FTE is a non-exempt position for the Day Academy at LEHS.

Secretary Alejandro Flores made the first motion to approve as submitted. Vice President Jason Olson seconded the motion. The motion passed (5-0).

E. Consider Twelve Part-time - Non Exempt Lunchroom Monitors

Mr. Ross Roberts shared with the Board information about this item.

Administration is seeking twelve non-exempt lunchroom monitors. Two lunchroom monitors will be placed at each elementary for three hours a day. This support will aid teachers with collaboration time and intervention time for students.

Trustee Dan Blackwood made the first motion to approve this item as submitted. Trustee LeAnna Harding seconded the motion. The motion passed (5-0).

F. Consider 2019-2020 District Improvement Plan

Trustee Dan Blackwood made the first motion to table this item for the workshop meeting. Vice President Jason Olson seconded the motion. The motion passed (5-0).

G. Consider Financial Reports

Mr. Grant Anderson briefed the Board on the following:

September 16, 2019

- Notes to financials
- Future Financial Considerations
- General Fund
- 2019-20 General Fund Budget Recap
- Fund Balance (Long-term financial) Analysis 2019-20
- Capital Outlay Fund
- Bond Projects
- Board Approved Bond Projects
- Board Approved Non-Bond Capital Projects
- Debt Service Fund
- Financials in Board Packet

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

Trustee LeAnna Harding seconded the motion. The motion passed (5-0).

H. Consider Emergency HVAC Equipment Replacement Fund

Mr. Rick Martin approached the Board about this item. This is to approve establishment of an Emergency HVAC Equipment Fund to replace failing/unrepairable equipment scheduled to be replaced in upcoming Phases of the current Bond Program.

Trustee LeAnna Harding made the first motion to approve this item as submitted.

Vice President Jason Olson seconded the motion. The motion passed (5-0).

I. Consider Athletic Complex Turf Replacement / Renovations

Mr. Rick Martin briefed the Board on this item. This is to approve the replacement/renovations of the football field and field events areas at the Athletic Complex.

Trustee Dan Blackwood made the first motion to approve as submitted. Vice President Jason Olson seconded the motion. The motion passed (5-0).

J. Consider 2019/20 Capital Outlay Projects

Mr. Rod Reeves shared with the Board the following:

- 2019-20 Capital Outlay Overview
- Chavez Elementary
- Lakeside Middle School
- Lobo Stadium Graphics Package

- Prestwick Forensic Study
- Little Elm High School Landscaping Improvements
- District Wide Comprehensive Energy Plan
- Discussions

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

K. Consider the Request for Nominations for DCAD Board of Directors

President G. David Montemayor shared with the Board the Nominations for DCAD Board of Directors.

Vice President Jason Olson made the first motion to endorse Mr. David Terre. Secretary Alejandro Flores seconded the motion. The motion passed (5-0).

11. Consent Agenda

A. Consider Employment of Contractual Personnel

B. Consider FNG (LOCAL) Policy Exchange
This item was pulled from consent agenda.

C. Consider Gifts and Donations

D. Consider Student Health Advisory Council

E. Consider Maximum Class Size Exemptions-Class Size Waivers

F. Consider Declaring Facility Furniture, Equipment & Materials Surplus and Authorization for Disposal

Trustee LeAnna Harding made the first motion to approve the consent agenda with the exception as item B. Vice President Jason Olson seconded the motion. The motion passed (5-0).

12. Board President Comments

President G. David Montemayor requested the following:

- Update on SRO's
- Update on Security Guards

13. Board Comments

Secretary Alejandro Flores was impressed with the drone's presentation.

Vice President Jason Olson reminded the Board about Homecoming.

14. Superintendent Comments

Mr. Daniel Gallagher thanked the Board for their support.

15. Adjournment

Trustee LeAnna Harding made the first motion to adjourn the meeting. Secretary Jason Olson seconded the motion. The motion passed (5-0).

The meeting adjourned at 10:01 pm.

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 10-21-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SPECIAL BOARD MEETING MINUTES - 9-09-2019				
Presenter or Contact Person:	Sonia S. Flores, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Board Meeting Minutes for September 9, 2019.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Special Board Meeting Minutes for September 9, 2019.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for September 9, 2019.				

Minutes of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD was held Monday, September 9, 2019, beginning at 7:00 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, and Superintendent Daniel Gallagher.

LATE: Trustee Melissa Myers.

ABSENT: Trustee DeLeon English.

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 7:00 pm.
2. Introduction & Roll Call
Ms. Sonia S. Flores took roll call.
3. The Board recessed into Closed Meeting at 7:01 pm in the Board Room as permitted by the Texas Open Meetings Act Code Subchapter 551.074. The Board and Superintendent discussed:
 - A. Personnel
The Board reconvened at 8:04 pm.
4. Action Items
 - A. Consider Hiring Approval of Executive Director for Human Resources
Vice President Jason Olson made the first motion to approve Dr. Chad Teage as the Executive Director for Human Resources. Trustee Dan Blackwood seconded the motion. The motion passed (6-0).
5. Adjournment
Vice President Jason Olson made the first motion to adjourn the meeting. Secretary Alejandro Flores seconded the motion. The motion passed (6-0).
The meeting adjourned at 8:06 pm.

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 10-21-2019	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:	HIRING APPROVAL FOR DIRECTOR FOR HUMAN RESOURCES				
Presenter or Contact Person:	Dr. Chad Teague, Executive Director for Human Resources				
Policy/Code:	DC (LOCAL)				
Summary:	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel at the level of campus principal and above, including central administration. The Board retains final authority for employment of contractual personnel at the level of campus principal and above.				
Financial Implications:	TBD				
Attachments:	DC (LOCAL)				
Recommendation:	The Administration recommends approval of the candidate for the position of Director for Human Resources as discussed in closed meeting.				
Motion:	"I move that the Board approve the candidate discussed in closed meeting for the position of Director for Human Resources."				

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
10-21-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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:	Cook Children's Lobo Stadium Marketing Package 3-year; Softball Outfield Signage; Competition Gym Digital Package Purchase for 3 years at \$51,570 total. Plus additional no-cost contract deliverables as indicated on agreement Attachment A.				
Financial Implications:	No cost to LEISD; District will receive \$51,570 income over the life of the agreement.				
Attachments:	Copy of Contract				
Recommendation:	The Administration recommends approval of the advertising package dated 10-21-19 as submitted.				
Motion:	I move the Board approve the advertising package dated 10-21-19 as submitted.				

Date Initiated 10-1-19

INTERNAL ROUTING SLIP

CIRCLE ONE: (Bid Award) (Contract) (MOU)
(Agreement) (Contracted Services)

Department Marketing Contact Jipton

Vendor Name Cook Children's Amount \$651,570

Summary of Purchase Marketing package see attached

Bid / Contract Period: From: 10-21-19 To: 10-20-22 Are Federal funds being used? (Yes) (No)

Board Approval Required: (Yes) (No) Date Required to Vendor: _____

Attorney Review Recommended: (Yes) (No) Date Reviewed: _____

Certification of Insurance Liability: Payment Bond (Yes) (No) Performance Bond (Yes) (No)

Chapter 2270 (Boycott) Verification Attached: (Yes) (No)

Contact Business Services with any questions regarding bid awards, contracts, MOU's, agreements or contracted service contracts.

I acknowledge that I have read, agree with terms, verified budget, and recommend the attached document(s) for further processing.

[Signature]
Department Director/Principal

10-1-19
Date

Deputy/Asst Superintendent

Date

The finance office, purchasing, or CFO (was / was not) included in the negotiation of this contract.
_____ Purchasing Initial

The finance office, purchasing, or CFO (was / was not) included in the financial analysis of this contract. _____ Purchasing Initial

(Allow Business Services 3 – 5 business days for review and processing)

[Signature]
Coordinator of Purchasing

10/2/19
Date

[Signature]
Associate Superintendent & CFO

10/2/19
Date

Upon completion of the attached document, Purchasing will:

Date Completed

(1) If Board Approval Required – Date/Agenda Item#

(2) Provide Departments an electronic version

(3) File original in Finance Office contract files

Last Revised: September 2017

LITTLE ELM ISD
PARTNERSHIP AGREEMENT

This Agreement entered into this 21st day of October, 2019, by and between Little Elm Independent School District, a political subdivision of the State of Texas, hereinafter referred to as "School", and Cook Children's, a Pediatric Healthcare Provider, 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 \$1438.00(ONE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS) DUE MONTHLY FROM PARTNER TO SCHOOL ON THE FIRST DAY OF EACH MONTH. TOTAL OF \$17,250 (SEVENTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS) EACH AGREEMENT YEAR FOR THREE (3) YEARS FOR A TOTAL PAYMENT AMOUNT OF \$51,750 (FIFTY-ONE THOUSAND SEVEN HUNDRED FIFTY DOLLARS). FIRST PAYMENT DUE NOVEMBER 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 and Exclusivity. The period of this Agreement shall be for an initial term of 3 (THREE) years, effective October 21, 2019 through October 20, 2022 with an option to extend the Agreement for an additional three (3) year renewal term, as detailed in Section 4. Nothing in this Agreement shall be construed to prevent School from granting any other advertising agreements in any manner whatsoever; provided, however, that during the term of this Agreement, and provided Partner is not in default, School shall not grant to any third party the right to advertise at School athletic events in connection with Healthcare Providers. See Attachment A

for Lobo Package details. See Attachment B for additional Cook Children's specific package details. See Attachment C for LEISD Board Policy regarding advertising within the District.

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 3 (three) year renewal term. Partner shall notify School, in writing, no less than one hundred eighty (180) days prior to expiration of Agreement of Partner's intent to renew the Agreement. School and Partner will negotiate in good faith any amended terms and conditions to be part of the renewal term with said renewal agreement to be valid once signed by both Parties.
5. **Assignment.** The Partner shall not assign this Agreement, nor shall Partner grant any other person any of its rights without prior written consent of School.
6. **Hold Harmless and Indemnification.** PARTNER SHALL HOLD HARMLESS AND INDEMNIFY SCHOOL, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM AND AGAINST ANY AND ALL ACTIONS, SUITS, DAMAGES, LIABILITY OR OTHER PROCEEDINGS WHICH MAY ARISE AS THE RESULT OF PERFORMING SERVICES HEREUNDER. THIS SECTION DOES NOT REQUIRE PARTNER TO BE RESPONSIBLE FOR OR DEFEND AGAINST ANY CLAIMS OR DAMAGES ARISING SOLELY FROM ACTS OR OMISSIONS OF SCHOOL, ITS OFFICERS, AGENTS, OR EMPLOYEES.
7. **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas, with venue in the district courts of Denton County, Texas. If any provision of this Agreement is or becomes unenforceable, the other provisions shall remain valid and enforceable to the maximum extent possible.
8. **Nondiscrimination.** It is mutually agreed that there shall be no discrimination on the basis of any category protected under state and federal law.
9. **Default.**
 - a. **Default by Partner:** The following shall constitute an event of default by Partner under this Agreement: (i) Partner makes a general assignment for the benefit of creditors or takes the benefit of any insolvency act, (ii) a receiver or trustee is appointed for Partner or Partner's property, (iii) Partner continues to fail to fulfill any of its monetary obligations under this Agreement for thirty (30) days after receiving written notice from School, (iv) the Partner fails to perform or observe any of its other non-monetary obligations, covenants, conditions or agreements contained herein for thirty (30) days after receiving written notice thereof from School; 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 Partner 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, or (v) Partner ceases or takes material steps to cease to carry on its business.

- b. School's Remedies: School has the right, immediately after an event of default by Partner, to take the following actions, which are not exclusive: (i) remove all advertisements displaying or containing the Partner's name, wherever located on School real and personal property with such costs to be reimbursed by 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: Either party may terminate the contract without cause and for convenience with ninety (90) days' advance written notice to the other party. 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 based on the date of termination. In the event Partner exercises its right of termination under this Subsection (f), the School is not required to refund any amounts prepaid by Partner.
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 control of the School in exchange for consideration to the School". School shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. School shall also reserve the right to reject advertising that is inconsistent with federal or state law, Board policy, School or campus regulations or curriculum, as well as any content the School determines has a reasonable likelihood of exposing the School to controversy, litigation, or disruption. All advertising shall comply with School's Board Policy GKB (Local) and follow the approval process contained therein. Board Policy GKB (Local) is attached as Attachment C and incorporated herein for all purposes.

13. Miscellaneous Provisions

- a. Notices: Any notices or communications required or permitted to be given pursuant to this Agreement shall be given in writing and delivered in person or by certified mail, return receipt requested to the parties as indicated below. A Party may change its address by giving notice in writing stating its new addresses to the other Party.

Little Elm Independent School District
Attn: Grant Anderson, Associate Superintendent & CFO
300 Lobo Lane
Little Elm, Texas 75068
Phone: 972-947-9340
Email: tptipton@littleelmsd.net; showell@littleelmsd.net

Cook Children's
Attn: Kathy McLean
Phone: 682-885-6602
Fax: _____
Email: Kathy.mclean@cookchildrens.org

- b. Each Party has full power, authority, and legal right to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized by all requisite action of the directors, shareholders, or appropriate governing body of each Party hereto, if governing body approval is required. This Agreement will be valid and binding upon execution and delivery of this Agreement by both Parties.
- c. Force Majeure: Neither Party shall be liable for delay in performance or delivery when delay is due to circumstances outside of the Parties' control. This includes, but is not limited to, acts of nature, court orders or decrees, or governmental regulations.
- d. Modifications: This Agreement may only be modified by prior written agreement by both Parties.

- e. Merger: This Agreement constitutes the entire agreement between the parties with regard to the subject matter and no prior or contemporaneous agreement, whether verbal or written, shall be effective to alter the terms hereof.
- 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.

Kathy McLean
Authorized Signature

10/1/19
Date

Printed Name:

Kathy McLean

Title

LITTE ELM INDEPENDENT SCHOOL DISTRICT

Authorized Signature

Date

Grant Anderson, Associate Superintendent and Chief Financial Officer

Attachment A
Lobo Package Inventory at Lobo Stadium
Located at 1151 East Eldorado Parkway
Little Elm, Texas 75068

STATIC SIGNAGE (physical signs all over the stadium)

- One (1) non lit partner panel on home ticket booth, 1'h x 2'6"w
- Two (2) non lit partner recognitions below championship banners, one on each graphic, 1'h x 4'8"w
- Four (4) non-lit partner recognitions on concessions signage, one recognition at each concessions section, Two on home and two on visitor side, 1'3"h x 2'4"w
- One (1) non-lit partner panel on home portals, first come first serve on location, 4'h x 4'6"w
- Two (2) non-lit partner recognitions on lower section signage, first come first serve on location, 1'2"h x 4'w

DIGITAL CONTENT- STADIUM VIDEO DISPLAY

- One (1) in-game :30 second commercial (with audio) per regular season home football game
- One (1) feature entitlement per regular season home football game (dance cam, dot race, timeouts)
- One (1) pre-game animated logo per regular season home football game
- Three (3) in-game animated logos per regular season home football game
- One (1) post-game animated logo per regular season home football game
- Two (2) in-game logos per regular season home football game
- Logo to rotate with other advertisers during regular season home football games on sound LED mesh
- Four (4) instant replay logo bugs per regular season home football game

DIGITAL CONTENT - MARQUEE DISPLAYS

- Two (2) minutes of text exposure every hour, every day, yearlong on stadium school marquee

PROMOTIONS

- One (1) Game Day Sponsorship Night (promotional opportunity) per season for one football game
- Two (2) customized PA announcement when advertiser has their Game Day Sponsorship Night
- One (1) Honor Team Captain for coin flip on game day sponsorship night
- One (1) kiosk opportunity at all regular season home football events
- Two (2) grouped PA announcements thanking advertisers for their involvement per regular season home football game

HOSPITALITY

- Eight (8) season tickets to regular season home football games {removed by partner}
- Press box access for up to fifteen (15) people on Game Day Sponsorship Night

Attachment B

Cook Children's Specific Agreements

	3-year agreement	Per year	Per month	Notes
Lobo Stadium Package	\$45,000	\$15,000	\$1,250	Cook's provides all digital content
LEHS Softball Outfield Fence Signage	\$3,000	\$1,000	\$83	Sign refresh cost responsibility of Cook's during 3-year agreement
LEHS Competition Gym Premier Digital Ad Package	\$3,750	\$1,250	\$104	Cook's provides all digital content
Totals	\$51,750	\$17,250	\$1,438	
No cost partnership agreements	Year to Initiate			
Cook becomes "The Official Pediatric Health Care Partner of LEISD." We will place this designation in places negotiated by both parties as long as there is no cost for signage	2019			
Cook partners with LEISD nurses for professional development and clinical protocol	2019			
Cook physicians are connected with LEHS Health Science Program for guest speaking, student education opportunities	2019			
LEISD partner with Cook's for child abuse training opportunities	2019			
LEISD would ensure a non-compete with any other pediatric healthcare providers. We would not send our CTE prelicensure students to any other pediatric providers for prelicensure. We would not entertain any other marketing or sponsorship offers from other pediatric providers anywhere in the District. We would not entertain marketing or sponsorship offers from any other healthcare providers for Lobo Stadium during the term of the agreement.	2019			
LEISD will continue to work within the existing Telehealth agreement as already established per separate contract	2019			
Cook will provide at least one member to the LEISD School Health Advisory Committee (SHAC)	2019			
LEISD will distribute Cook health newsletters as long as they flow through our Communications Department and conform to our distribution guidelines	2019			
LEISD CTE department agrees to allow Health Science Prelicensure students to intern at Cook Pediatric sites as long as driving distances is not a factor	2020 or 2021 by mutual agreement			

Attachment C

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

1. For purposes of this policy, only the Superintendent or designee shall have authority to bind the District to any agreement. "Agreement" means any written contract, understanding, arrangement, agreement, or otherwise, by or between any individual, group, or organization employed by and/or affiliated in any way with the District, and any individual, group, organization, or entity of any character, regardless of whether for charitable, non-profit or for-profit, that involves any property or property rights of the District whether real or personal, tangible or intangible, including but not limited to:
 - a. Advertising;
 - b. Sponsorship;
 - c. Promotions;
 - d. Use of logos;
 - e. Use or occupancy of, or access to, physical facilities;
 - f. Access (either in person or via written, electronic, or telephonic means) to students and/or their families or employees and/or their families, or
 - g. Taping, filming, photographing, recording, and/or broadcasting of any activity or event
2. The agreement shall also entail a promise, obligation or commitment of the District and/or any person, organization, or other group or entity affiliated with the District, to any course of action or inaction in exchange for any consideration whatsoever, irrespective of whether the consideration is money, goods, services, discounts, exclusivity, preferential treatment, or otherwise. [See CDB, CH, DGA, FM, GBBA, GKD, GKDA]
3. All agreements must be in writing. The District shall not be bound by any oral agreement. Regardless of whether or not the receipt or expenditure of funds is involved, agreements that obligate the District to any course of action or allow access to District facilities, employees, or students must be provided to the office of the associate superintendent and shall be subject to review and approval by the Superintendent or designee.
4. All proposed agreements shall be submitted in advance to the office of the associate superintendent without exception. If, in the opinion of the Superintendent or designee, the agreement

requires legal review, such review shall be obtained prior to the execution of the agreement.

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.

Little Elm ISD
061914

COMMUNITY RELATIONS
ADVERTISING AND FUNDRAISING

GKB
(LOCAL)

Standards of
Approval

- 3 The entity shall then have ten days following receipt of the District's notice within which to submit an acceptable advertisement to the District unless a greater period of time is agreed upon between the District and the entity
- 4 If the entity fails to submit an acceptable advertisement within the foregoing time limitations, the District shall not be liable for the refusal or failure to display the proposed advertisement.

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

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

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

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

1. False or unwarranted claims;
2. Infringements of any other persons' rights through plagiarism, unfair imitation of another person's program, idea, or copy, or any other unfair competition;
3. Disparagement of a competitor or of a competitor's products or services;
4. Advertisements of lotteries, "drawing contests," or any other contests that do not conform to applicable legal requirements or in which the public is unfairly treated;
5. Slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matter, either in theme or in treatment;

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GKB(LOCAL)-X

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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
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GKB(LOCAL)-X

ADOPTED:

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Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
10-21-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	FINANCIAL REPORTS – AUGUST 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 August 2019 Financial Reports as presented.				
Motion:	I move that the Board approve the August 2019 Financial Reports as presented.				

Little Elm Independent School District
General Fund
Budget Amendments
October 2019

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	199	00	6,768	11	1,616	041		Budget for Lakeside band classroom fees.
				36	5,152			
2	199	00	831	11	831	041		Budget for Lakeside art classroom fees.
3	199	00	2,560	11	2,560	042		Budget for Prestwick band classroom fees.
4	199	11	655	36	655	042		Reallocate funds to cover costs for band student travel.
5	199	00	3,696	11	2,459	042		Budget for Prestwick music classroom fees.
				36	1,237			
6	199	41	2,500	11	2,500	041 042		Reallocate funds to purchase Eduthings program.
7	199	11	180	31	180	103		Reallocate funds to cover cost of professional dues.
8	199	11	500	13	500	103		Reallocate funds to purchase staff development reading materials.
9	199	13	12,242	11	12,242	849		Reallocate funds to proper function for purchase of LiveSchool application.
10	199	51	25,000	52	25,000	826		Reallocate funds to cover anticipated costs for PA system repairs at various campuses.
11	199	00	145,728	11	145,728	820		Reallocate funds to cover purchase of MacBooks for LEHS 1:1.
12	199	35	83,062	23	83,062	999		Reallocate funds to appropriate function for lunchroom monitors.
13	199	00	15,800	11	10,800	999		Reallocate funds to cover anticipated expenditures for PIC 32 pre-K program.
				13	5,000			

October 2019

0

Little Elm Independent School District
Capital Projects Fund
Budget Amendments
October 2019

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	199	00	92,903	51	64,735	001	(92,903)	Budget for relocation of electrical lines and replacing concession stand concrete at LEHS athletic fields.
				81	28,168			
	Total		92,903		92,903		(92,903)	

n Independent School District
 General Fund
 Budget Amendments
 August 31, 2019

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	199	00	6,500,000	00	6,500,000		(6,500,000.00)	Budget operating transfer up to \$6,500,000 to Capital Project Funds 6XX.
	Total		6,500,000		6,500,000		(6,500,000)	

Little Elm Independent School District
2018-2019 Fund Balance Comparison
as of August 31, 2019

Page 1 of 2

GENERAL FUND

1XX

CONTROL
 CODES REVENUES

BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET
54,927,561	607,131	55,534,692
19,351,031	632,002	19,983,033
1,494,697	978,258	2,472,955
75,773,289	2,217,391	77,990,680

DEBT SERVICE FUND

511

ORIGINAL BUDGET	PROPOSED AMENDMENTS	AMENDED BUDGET
21,130,503	302,399	21,432,902
260,360		260,360
-		-
21,390,863	302,399	21,693,262

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
 36 Co-curricular Activities
 41 General Administration
 51 Plant Maintenance
 52 Security
 53 Data Processing
 61 Community Services
 71 Debt Services
 81 Facilities
 91 Contracted Instr Between Schools
 95 Payments to JUV Justice Alt
 99 Intergovernmental Charges
 TOTAL EXPENDITURES

40,604,963	(56,101)	40,548,862
731,979	10,000	741,979
1,731,755	(12,229)	1,719,526
1,272,397	37,987	1,310,384
4,552,714	330	4,553,044
2,203,026	13	2,203,039
33,300		33,300
578,506	25,000	603,506
2,372,370	165,000	2,537,370
184,632	5,000	189,632
2,093,405	39,566	2,132,971
3,386,549	73,829	3,460,378
7,812,019	60,000	7,872,019
1,303,022		1,303,022
1,579,270		1,579,270
53,471	5,000	58,471
3,531,374		3,531,374
185,537		185,537
1,100,000		1,100,000
40,000		40,000
418,000		418,000
75,768,289	353,395	76,121,684

-		-
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-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
-		-
21,246,680		21,246,680
-		-
-		-
-		-
21,246,680	-	21,246,680

00 Other Resources
 00 Other Uses

-	-	-
(5,000)	(1,000,000)	(1,005,000)

3,960,000	25,000	3,985,000
(3,859,431)	(41,460)	(3,900,891)

FUND BALANCE 08/31/18

28,930,503	-	28,930,503
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5,326,647		5,326,647
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EST FUND BALANCE

28,930,503	863,996	29,794,499
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5,571,399	285,939	5,857,338
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Page 2 of 2

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 August 31, 2019**

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

**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	14,268,178.94	13,236,321.47	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	6,866.15	7,546.43	117,875.83
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	1,620,564.60	764,484.23	6,081,611.04
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	259,923.00	415,318.00	3,456,854.00
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	1,456,881.00	1,682,949.00	11,644,501.00
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	721,090.91	127.99	1,749,952.95
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	171,041.00	411,257.05	2,139,900.82
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	9,549.28	-	2,122,147.70
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	4,399.76	151,679.10	1,628,228.61
Payroll Deposits	1,000.10	979.24	45.50	45.50	412.50	45.50	45.50	1,140.78	554.57	554.57	921.57	734.00	6,479.33
Proceeds Land Sale	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers from Debt Service	-	-	-	-	-	-	-	-	-	-	20,000.00	-	20,000.00
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	3,719,374.25	7,978,464.14	39,280,856.16
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	7,990,611.52	11,412,559.94	72,101,017.47
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	3,051,460.82	2,905,741.37	36,885,865.59
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	4,765,191.64	5,315,978.83	33,173,455.86
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	813,613.15	828,772.54	9,815,510.39
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	392,203.38	362,049.48	4,447,062.73
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	9,022,468.99	9,412,542.22	84,327,379.94
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	9,022,468.99	9,412,542.22	87,987,739.94
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	(1,031,857.47)	2,000,017.72	(15,886,722.47)
<i>Ending Cash Balance in bank</i>	<u>27,661,780.39</u>	<u>25,181,183.96</u>	<u>22,985,408.73</u>	<u>18,900,349.46</u>	<u>13,672,909.12</u>	<u>15,114,085.36</u>	<u>10,980,028.20</u>	<u>12,317,075.19</u>	<u>13,918,437.98</u>	<u>14,268,178.94</u>	<u>13,236,321.47</u>	<u>15,236,339.19</u>	<u>15,236,339.19</u>
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	60,302,586.15	57,878,876.11	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	52,545,609.75	51,113,879.34	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	75,223,300.69	69,597,073.66	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	119,130.32	105,125.32	1,443,423.56
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	103,643.24	86,886.99	1,292,394.99
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	146,155.86	121,537.70	1,757,575.60
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	90,517.61	580,823.48	53,906,648.18
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)	(9,941,114.51)	(13,561,416.17)	(75,739,804.79)
<i>Ending Cash Balance Invested</i>	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	178,589,829.11	165,922,786.43	165,922,786.43
TOTAL CASH AVAILABLE	<u>210,727,695.65</u>	<u>206,154,484.21</u>	<u>203,203,518.47</u>	<u>222,829,463.26</u>	<u>230,695,079.06</u>	<u>227,693,496.73</u>	<u>223,379,442.02</u>	<u>216,120,877.84</u>	<u>208,463,651.98</u>	<u>202,339,675.53</u>	<u>191,826,150.58</u>	<u>181,159,125.62</u>	<u>181,159,125.62</u>

**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	126,133.46	106,222.02	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	88.56	86.46	1,371.96
Bond Issuance	-	-	-	-	-	-	-	-	-	-	-	12,490.57	12,490.57
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	88.56	12,577.03	1,601,828.77
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	-	-	-	-	-	-	-	-	-	-	20,000.00	-	20,000.00
Total Expenditures & Transfers	-	-	800,000.00	700,000.00	-	-	-	-	-	-	20,000.00	-	1,520,000.00
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	(19,911.44)	12,577.03	81,828.77
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	106,222.02	118,799.05	118,799.05
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	20,368,710.11	20,446,384.99	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	41,324.71	22,238.15	358,017.28
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	36,350.17	160,840.43	21,355,977.03
Transfers out	-	-	-	-	-	(6,366,924.11)	-	-	-	-	-	(14,719,678.14)	(21,086,602.25)
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	20,446,384.99	5,909,785.43	5,909,785.43
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	20,552,607.01	6,028,584.48	6,028,584.48

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
Cash and Investments Reconciliation
August 31, 2019

Operating Fund:

Balance per bank	15,236,339.19
Add: Texas Class	62,430,560.53
Lone Star	55,329,049.18
TexStar	48,163,176.72
Add: Deposits in Transit	13,441.10
Taxes in Transit	6,748.34
Less: Outstanding Checks/Wires	(1,400,427.62)

Balance per Books	179,778,887.44
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Interest & Sinking Fund:

Balance per bank	118,799.05
Add: Texpool	5,909,785.43
Add: Taxes in Transit	2,599.77
Less: Outstanding Checks	-

Balance per Books	6,031,184.25
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Total Balance per Books	185,810,071.69
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LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: August 31, 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
08/01/19	Lone Star Corporate Overnight		Investment Pool Investment	12,835,009.50	100.0000%	100.0000%	0.0000%	12,835,009.50				
			Withdrawal	-				12,835,009.50				
08/31/19			Interest	25,036.88			2.3000%	12,860,046.38			25,036.88	-
				<u>12,860,046.38</u>				<u>12,860,046.38</u>			<u>25,036.88</u>	<u>-</u>

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
08/01/19	TexSTAR		Investment Pool Investment	1,443,155.80	100.0000%	100.0000%	0.0000%	1,443,155.80				
			Withdrawal	-				1,443,155.80				
08/31/19			Interest	2,605.55			2.1258%	1,445,761.35			2,605.55	-
				<u>1,445,761.35</u>				<u>1,445,761.35</u>			<u>2,605.55</u>	<u>-</u>

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
08/01/19	Texas Class Gov't		Investment Pool Investment	21,606,109.88	100.0000%	100.0000%	0.0000%	21,606,109.88				
			Withdrawal	419,890.16				22,026,000.04				
08/31/19			Interest	(6,000,000.00)			2.1900%	16,026,000.04				(6,000,000.00)
				<u>33,832.05</u>				<u>16,059,832.09</u>			<u>33,832.05</u>	<u>(6,000,000.00)</u>
				<u>16,059,832.09</u>				<u>16,059,832.09</u>			<u>33,832.05</u>	<u>(6,000,000.00)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: August 31, 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
08/01/19	Lone Star Government Overnight		Investment Pool Investment	45,043,866.61	100.0000%	100.0000%	0.0000%	45,043,866.61				
			Withdrawal	-				45,043,866.61				
			Interest	(2,654,952.25)				42,388,914.36				(2,654,952.25)
08/31/19				80,088.44			2.1600%	42,469,002.80			80,088.44	
				<u>42,469,002.80</u>				<u>42,469,002.80</u>			<u>80,088.44</u>	<u>(2,654,952.25)</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
08/01/19	TexSTAR		Investment Pool Investment	49,670,723.54	100.0000%	100.0000%	0.0000%	49,670,723.54				
			Withdrawal	-				49,670,723.54				
			Interest	(3,037,589.61)				46,633,133.93				(3,037,589.61)
08/31/19				84,281.44			2.1258%	46,717,415.37			84,281.44	
				<u>46,717,415.37</u>				<u>46,717,415.37</u>			<u>84,281.44</u>	<u>(3,037,589.61)</u>

Capital Projects Fund 647

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
08/01/19	Texas CLASS		Investment Pool Investment	1,203,763.69	100.0000%	100.0000%	0.0000%	1,203,763.69				
			Withdrawal	-				1,203,763.69				
			Interest	-				1,203,763.69				-
08/31/19				2,334.53			2.2800%	1,206,098.22			2,334.53	
				<u>1,206,098.22</u>				<u>1,206,098.22</u>			<u>2,334.53</u>	<u>-</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: August 31, 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
08/01/19	Texas CLASS Gov't		Investment Pool	46,787,200.09	100.0000%	100.0000%	0.0000%	46,787,200.09				
			Investment	160,933.32				46,948,133.41				
			Withdrawal	(1,868,874.31)				45,079,259.10				(1,868,874.31)
08/31/19			Interest	85,371.12			2.1900%	45,164,630.22			85,371.12	
				45,164,630.22				45,164,630.22			85,371.12	(1,868,874.31)

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: August 31, 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
08/01/19		TexPool	Investment Pool	20,446,384.99	100.0000%	100.0000%	0.0000%	20,446,384.99				
			Investment	160,840.43				20,607,225.42				
			Withdrawal	(14,719,678.14)				5,887,547.28				(14,719,678.14)
08/31/19			Interest	22,238.15			2.1715%	5,909,785.43			22,238.15	
				<u>5,909,785.43</u>				<u>5,909,785.43</u>			<u>22,238.15</u>	<u>(14,719,678.14)</u>

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 08/31/19
Accounting Period: 08

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

Denton County
Monthly Collection Status Report
August 2019

Little Elm ISD

	Collections Month of August	Cumulative Total 10/1/18 thru 08/31/19	% of Tax Levy
Current Tax Year Collections			
Base M&O	61,691.15	52,040,989.45	99.54%
Base I&S	24,781.79	20,905,353.43	
Base I&S Bond	-	-	
P&I M&O	12,498.38	170,975.85	
P&I I&S	4,747.29	53,496.76	
P&I I&S Bond	-	-	
Attorney Fee	20,815.38	40,664.98	
Subtotal	<u>124,533.99</u>	<u>73,211,480.47</u>	99.90%
Delinquent TaxYears Collections			
Base M&O	236,640.81	430,970.43	
Base I&S	87,809.36	156,679.40	
Base I&S Bond	-	-	
P&I M&O	55,141.59	112,404.11	
P&I I&S	21,739.95	41,361.26	
P&I I&S Bond	-	-	
Attorney Fee	4,390.04	50,251.82	
Other*	-	-	
Subtotal	<u>405,721.75</u>	<u>791,667.02</u>	
Combined Current & Delinquent:			
Base M&O	298,331.96	52,471,959.88	
Base I&S	112,591.15	21,062,032.83	
Base I&S Bond	-	-	
P&I M&O	67,639.97	283,379.96	
P&I I&S	26,487.24	94,858.02	
Attorney Fee	25,205.42	90,916.80	
Other*	-	-	
Total Collections	<u><u>530,255.74</u></u>	<u><u>74,003,147.49</u></u>	
Original 2018 Tax Levy		<u><u>73,696,432.15</u></u>	
Current 2018 Tax Levy		<u><u>73,284,952.75</u></u>	

Denton County
Cumulative Comparative Collection Status Report
August 2019
Little Elm ISD

	Tax Year 2018 Collections thru August 2019	% of Tax Levy	Tax Year 2017 Collections thru August 2018	% of Tax Levy
Current Tax Year Collections				
Base M&O + I&S	72,946,342.88	99.54%	57,836,495.38	99.54%
P&I M&O + I&S	224,472.61		143,372.80	
Attorney Fee	40,664.98		34,147.97	
Subtotal	<u>73,211,480.47</u>	99.90%	<u>58,014,016.15</u>	99.84%
Delinquent Tax Years Collections				
Base M&O + I&S	587,649.83		1,011,604.15	
P&I M&O + I&S	153,765.37		243,788.99	
Attorney Fee	50,251.82		45,776.56	
Subtotal	<u>791,667.02</u>		<u>1,301,169.70</u>	
Combined Current & Delinquent:				
Base M&O + I&S	73,533,992.71		58,848,099.53	
P&I M&O + I&S	378,237.98		387,161.79	
Attorney Fee	90,916.80		79,924.53	
Other	-		-	
Total Collections	<u><u>74,003,147.49</u></u>		<u><u>59,315,185.85</u></u>	
Adjusted 2017 Tax Levy			<u><u>58,104,573.24</u></u>	
Original 2018 Tax Levy	<u><u>73,696,432.15</u></u>			
Current 2018 Tax Levy	<u><u>73,284,952.75</u></u>			

Denton County
Levy Outstanding Status Report
August 2019
Little Elm ISD

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 08/01/19	459,556.86	754,611.28
Base M&O + I&S Collections	86,472.94	324,450.17
Supplement/Adjustments	(34,474.05)	(8,271.20)
	<hr/>	<hr/>
Remaining Levy as of 08/31/19	<u>338,609.87</u>	<u>421,889.91</u>
Cumulative (From 10/01/18 thru 08/31/19)		
Original 2018 Tax Levy (as of 10-1-18)	73,696,432.15	678,333.51
Base M&O + I&S Collections	72,946,342.88	587,649.83
Supplement/Adjustments	(411,479.40)	331,206.23
	<hr/>	<hr/>
Remaining Levy as of 08/31/19	<u>338,609.87</u>	<u>421,889.91</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)
Transferred from Fund 199 LEHS Auditorium Signage Aug 2019	8,824.00
	207,190.00

As of 10-04-19

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						
	LEHS Auditorium Signage	Benchmark Signs	Signage for auditorium	6,150.00		6,150.00
						-
						6,150.00
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			179,296.88	-	179,296.88
					Balance	27,893.12

Furniture and Equipment Purchases FY 18-19
Fund 196 FY 18-19

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 Porceeds 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
	294,540.00

As of 10-04-19

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 Fillers	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			294,429.25	-	294,429.25
					Balance	110.75

As of 10-04-19 2,371.00

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Athletics						
						-
						-
						-
Brent						
						-
						-
						-
Chavez						
						-
						-
						-
Hackberry						
	Hackberry Classroom Furniture	Office Depot, Inc.	Furniture for additional classrooms		2,370.72	2,370.72
						-
						2,370.72
High School						
						-
						-
						-
Lakeside						
						-
						-
						-
Lakeview						
						-
						-
						-
Maintenance						
						-
						-
						-
Oak Point						
						-
						-
						-
Powell						
						-
						-
						-
Prestwick						
						-
						-
						-

Non-Bond Capital Projects 6XX Funds FY 18-19

As of 10-04-19

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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		16,964.42		
			78,598.00	75,017.32	0.00	3,580.68
	Tech Server	Dell Marketing	7,566.00	7,566.00		
			7,566.00	7,566.00	0.00	0.00
Total Technology			123,361.00	118,013.25	0.00	5,347.75
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
	Brent ALE Room	SFCC, Inc.	15,946.00	12,446.34		3,499.66
	Chavez SPED & Art	SFCC, Inc.	32,696.00	29,993.53		2,702.47
	Lobo Stadium Graphics	SFCC, Inc.		28,296.94		
		3R's Printing & Signs, LLC	42,415.00	5,560.00		8,558.06
	District Concrete	Urban InfraConstruction LLC	522,549.00	139,930.39	293,685.79	88,932.82
Total Operations			755,194.00	289,642.20	293,685.79	171,866.01
Fund 698 - Roofs						
	Lakeside Roof - Construction	CBS Mechanical, Inc.	2,327,462.00	2,255,096.00	72,366.00	0.00
	Lakeside Roof - 3rd Pary Vendors	Armko Industries, Inc.	162,923.00	41,414.00	55,415.34	66,093.66
			2,490,385.00	2,296,510.00	127,781.34	66,093.66
	Hackberry Roof - Construction	CBS Mechanical, Inc.	1,328,289.00	1,275,298.00	42,000.00	10,991.00
	Hackberry Roof - 3rd Party Vendors	Armko Industries, Inc.	92,980.00	80,791.00	11,419.86	769.14
			1,421,269.00	1,356,089.00	53,419.86	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	3,653,960.00	181,201.20	77,853.80
Total Capital Projects			4,791,570.00	4,061,615.45	474,886.99	255,067.56

Transportation Facility Fund 647
Funded by Bond Series 2016 & General Fund
As of 10-04-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 647 - Transportation Facility						
75	Transport - Architect	Hidell & Associates	1,148,459.00	1,021,249.83	128,208.15	
	Transport - Construction	Balfour Beatty Construction	8,919,002.00	8,584,573.21	187,508.79	
		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.		38,196.13	1,330.00	
		Netlink		6,000.00		
		Northwest Butane Gas Co.		104,830.00		
		C and R Services		47,732.21	6,017.79	
		Delcom Group LP		16,556.47		
		Office Depot, Inc.		185,102.19	31,499.99	
		Rentacrate Enterprises, LLC		918.00	49,082.00	
		Complete Supply		14,368.00	2,100.00	
		Lowes Company			9,424.26	
		Home Depot USA, Inc.		350.01		
	Transport - 3rd Party Consultant	Northwest Propane Gas	130,557.00			
		D&S Engineering		93,118.59	887.91	
		LCA Environmental, Inc.		2,800.00		
		Armko Industries, Inc.		7,735.00	2,015.00	
		Engineered Air Balance Co.		13,260.00	5,240.00	
	Transport - Permits & Fees	Martin Eagle Oil		3,600.00		
		Law Offices of Robert E. Luna	18,510.00	2,275.50		
		Walsh Gallegos Trevino		4,202.00		
	Transport - Misc Costs	Eikon Consulting Group, LLC.	23,069.00	15,350.00		
		Hidell & Associates		2,719.30		
	Transport - Landscaping		6,750.00		6,750.00	
	Transport - Owners Contingency		10,475.00			
			10,895,000.00	10,259,886.71	533,063.89	102,049.40

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 10-04-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Fund 646 - Athletics						
	HS Athl - Architect	Corgan Associates, Inc.	183,750.00	95,000.00	80,000.00	
	HS Athl - Construction	Hellas Construction	8,053,884.00	3,799,895.30	2,981,909.70	
		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	50,185.70	13,445.30	
	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	3,977,683.51	3,125,355.00	1,377,260.49
	HS Athl Concourse - Architect		35,000.00			
	HS Athl Concourse - Construction	Tim Jackson Construction Co	2,240,453.00	261,766.40	1,913,430.60	
	HS Athl Concourse - 3rd Party Vendors		10,000.00			
	HS Athl Concourse - 3rd Party Consultant	D&S Engineering Labs, LLC	30,000.00	9,085.03		
	HS Athl Concourse - Permits & Fees	Walsh Gallegos Trevino	1,500.00	798.00		
	HS Athl Concourse - Misc Costs					
	HS Athl Concourse - Owners Contingency		5,000.00			
Total Athletics Concourse			2,321,953.00	271,649.43	1,913,430.60	136,872.97
Total Athletics			10,802,252.00	4,249,332.94	5,038,785.60	1,514,133.46
Fund 648 - Walker Middle School						
	MS Eldorado - Architect	Huckabee and Associates	3,658,399.00	2,983,333.66	485,044.37	
	MS Eldorado - Construction	Balfour Beatty Construction	57,130,622.00	14,286,754.00	41,843,868.00	
		Multivista		39,682.00	25,318.00	
	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	54,767.50	23,082.50	
		Deshazo Group, Inc.		16,877.18		
		Armko Industries, Inc.		30,800.00	4,200.00	
		D&S Engineering Labs, LLC		121,414.14	76,868.86	
		Engineered Air Balance Co.		1,650.00	238,685.00	
	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	17,580,023.14	42,697,066.73	8,261,560.13
Fund 649 - Strike Middle School						
	MS Tribute - Architect	Huckabee and Associates	2,781,898.00	2,235,376.99	425,637.04	
	MS Tribute - Construction	Cadence McShane Construction	56,989,820.00	9,549,648.00	47,022,357.32	
		Multivista		39,682.00	25,318.00	
		D&S Engineering Labs, LLC		9,718.20	10,281.80	
		JBH Partners, Inc.		17,013.82	17,986.18	

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 10-04-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
		Matthew Southwest/Scotty's Lake Ln Reimbursement		(160,933.32)		
	MS Tribute - 3rd Party Vendor		7,029,000.00			
	MS Tribute - 3rd Party Consultant	Eikon Consulting Group, LLC	602,419.00	53,212.50	22,937.50	
		Deshazo Group, Inc.		14,000.00		
		Armko Industries, Inc.		30,800.00	4,200.00	
		D&S Engineering Labs, LLC		91,855.65	101,758.37	
		JBI Partners, Inc.			7,500.00	
		Engineering Air Balance Co.		1,820.00	237,550.00	
	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	11,885,247.84	47,875,526.21	7,753,203.95

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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		3,964.50		
		Todd Property Advisors		2,500.00		
		Republic Title of Texas		10,728.16		
	Wildridge Oak Point Land	Independence Title		3,358,295.05		
		Todd Property Advisors		2,950.00		
		Teague Nall and Perkins		9,000.00		
		Walsh Gallegos Trevino		5,712.34		
	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	12,345,781.87	0.00	6,128.13

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

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 10-04-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
Chavez Vestibule - Architect	Corgan Associates, Inc.		11,440.00	5,475.00		
Chavez Vestibule - Construction	SFCC, Inc.		176,550.00	146,509.08		
Chavez Vestibule - 3rd Party Vendors	CDW Government, Inc.		14,075.00	91.67		
	Southwest Networks, Inc.			3,627.36		
	Delcom Group, LP			2,428.46		
	Office Depot, Inc.					
Chavez Vestibule - 3rd party Consultants			1,425.00			
Chavez Vestibule - Permits & Fees			200.00			
Chavez Vestibule - Misc Costs			2,709.00			
Chavez Vestibule - Owners Contingency			10,000.00			
			216,399.00	158,131.57	0.00	58,267.43
Scoreboard - Architect			10,000.00			
Scoreboard - Construction	Daktronics		945,619.00	878,076.48		
Scoreboard - 3rd Party Consultant	Daikin Applied		47,500.00	42,806.67		
Scoreboard - Permits & Fees			1,000.00			
Scoreboard - Misc Costs			300.00			
Scoreboard - Owners Contingency			2,928.00			
			1,007,347.00	920,883.15	0.00	86,463.85
Brent Roof - Construction	Paragon Roofing, Inc.		421,000.00	401,000.00	20,000.00	
Brent Roof - 3rd Party Consultant	Armko Industries, Inc.		28,000.00	25,283.00	2,717.00	
			449,000.00	426,283.00	22,717.00	0.00
Chavez Roof - Construction	Paragon Roofing, Inc.		399,000.00	379,000.00	20,000.00	
Chavez Roof - 3rd Party Consultant	Armko Industries, Inc.		26,000.00	23,896.00	2,104.00	
			425,000.00	402,896.00	22,104.00	0.00
Zellars Roof - Construction	Paragon Roofing, Inc.		1,190,000.00	1,145,000.00	25,030.00	
	Daikin Applied Americas, Inc.			19,915.67		
Zellars Roof - 3rd Party Consultant	Armko Industries, Inc.		60,000.00	56,105.00	3,895.00	
Roofs - Permits & Fees	Walsh Gallegos Trevino		3,000.00	2,535.50		
Roofs - Misc Costs			200.00			
Roofs - Owners Contingency			9,520.00			
			1,262,720.00	1,223,556.17	28,925.00	10,238.83
Total Roofs			2,136,720.00	2,052,735.17	73,746.00	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	Estes, McClure & Associates, Inc.		22,000.00	6,375.00	15,375.00	
HVAC - Construction	Siemens Industry, Inc.		3,582,128.00	1,912,924.85	1,507,170.15	
	Climatec, LLC			5,389.00	28,611.00	
HVAC - 3rd Party Vendors	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		

Bond Capital Projects 6XX Funds
Funded by Bond Series 2018 & 2018A
As of 10-04-19

Project	Account Description	Vendor	Budget	Expenditures	Encumbered	Balance
	HVAC - Misc Costs		200.00			
	HVAC - Owners Contingency		16,120.00			
			3,734,448.00	1,927,769.28	1,551,156.15	255,522.57
	LEHS CTE - Architect	Corgan Associates, Inc.	46,000.00	39,148.15	6,851.85	
	LEHS CTE - Construction	Alpha Building Corporation	475,704.00	440,469.00	35,235.00	
	LEHS CTE - 3rd Party Vendors	Lone Star Furnishings	158,123.00	55,844.42		
		Southwest Networks, Inc.		4,110.25		
	LEHS CTE - 3rd Party Consultants		9,318.00			
	LEHS CTE - Permits and Fees		2,000.00			
	LEHS CTE - Owners Contingency	Fastsigns	38,892.00	1,902.59		
			730,037.00	541,474.41	42,086.85	146,475.74
	LEHS SPED - Construction	Big Sky Construction Company	97,272.00	97,271.90	0.10	
	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	97,271.90	0.10	9,127.00
	LOBO LANE REPURPOSE STUDY	HKS, Inc.	30,000.00		30,000.00	
			30,000.00	0.00	30,000.00	0.00
	SAFETY FILM - LEHS	National Glazing Solutions	35,780.00		35,780.00	
	SAFETY FILM - Lakeside		9,060.00		9,060.00	
	SAFETY FILM - Prestwick		18,305.00		18,305.00	
	SAFETY FILM - Walker		7,522.00		7,522.00	
	SAFETY FILM - Strike		7,522.00		7,522.00	
	SAFETY FILM - Brent		7,308.00		7,308.00	
	SAFETY FILM - Chavez		7,309.00		7,309.00	
	SAFETY FILM - Hackberry		9,962.00		9,962.00	
	SAFETY FILM - Lakeview		9,962.00		9,962.00	
	SAFETY FILM - Oak Point		11,048.00		11,048.00	
	SAFETY FILM - Zellars		6,998.00		6,998.00	
			130,776.00	0.00	130,776.00	0.00
Total Bond Projects			168,829,434.00	53,240,475.09	97,439,143.64	18,149,815.27

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
10-21-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	LITTLE ELM ISD EXPENDITURES OVER \$50,000 SUMMARY REPORT				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	CH (LOCAL) Purchasing And Acquisition				
Summary:	Allows LEISD to purchase products or services valued over \$50,000 (listed on attachment) which have been properly purchased through statutorily authorized methods.				
Financial Implications:	N/A				
Attachments:	Little Elm ISD Expenditures Over \$50,000 Summary Report for Approval				
Recommendation:	The Administration recommends approval of the Little Elm ISD Expenditures Over \$50,000 Summary Report as submitted.				
Motion:	I move that the Board approve the Little Elm ISD Expenditures Over \$50,000 Summary Report dated October 21, 2019 as submitted.				

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

Board Meeting Date:October 21, 2019

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Description	Administrator
1	Accountable School Staffing	Special Populations	New	n/a	\$63,900	\$63,900	10/22/2019	8/31/2020	Accountable Healthcare Staffing will provide School Psychologist (LSSP) services for Little Elm ISD. Currently we have open positions for this service that have not been filled. We are using this staffing service to provide LSSP services until we have these positions filled. The cost for the LSSP services is \$71.00 per hour, not to exceed 37.5 hours per week. The total could be over \$60,000 depending on length of time the services are needed to serve the students of Little Elm ISD.	Cortney Clover
2	AGI Repair (Asset Genie)	Technology	Renewal	\$185,570	\$185,570	\$0	10/24/2019	10/23/2020	Device protection plan for Little Elm ISD. This is the accidental damage protection plan for HP Chromebooks and MacBook Airt. This is a renewal with no change in cost from the previous years plan.	Clay Walker
3	Apple	Technology	One Time Purchase	\$0	\$151,800	\$151,800	10/22/2019	10/22/2019	The technology department needs to purchase 150 additional MacBooks for Little Elm High School's 1:1 Program. Currently 136 devices are lost, stolen or damaged beyond repair. This is for devices that were accumulated over the three years of this program. This has created a shortage of available devices and creates the need to purchase additional MacBooks.	Clay Walker
4	Apple	CTE	One Time Purchase	\$0	\$33,960	\$33,960	10/22/2019	10/22/2019	The CTE department would like to purchase 20 iMac computers for the Audio Visual/Film/Television CTE Lab. The MacBooks would stay in the lab for student use in the AV/Film/Television CTE Field.	Dr. Tony Tipton
5	Dell	CTE	One Time Purchase	\$0	\$6,375	\$6,375	10/22/2019	10/22/2019	The CTE department would like to purchase 5 Dell computers for the Engineering CTE Lab. The computers would stay in the lab for student use in the Engineering CTE Field.	Dr. Tony Tipton
6	Dell	CTE	One Time Purchase	\$0	\$37,806	\$37,806	10/22/2019	10/22/2019	The CTE Department would like to purchase 37 Dell Latitude Computers and 1 cart for the Business CTE Lab. The computers and cart would stay in the lab for student use in the Business CTE Field.	Dr. Tony Tipton

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Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
07-29-2019	<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 July 29, 2019 as submitted.				

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date: October 21, 2019

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Description	Administrator
1	ESC Region 10	Special Populations	Renewal	\$22,125.00	\$22,125.00	\$0.00	9/1/2019	8/31/2020	Special Education service package that includes the most comprehensive collection of services available trough the special populations, state accountability and assessment, and ECSE services areas at Region 10 Education Service Center. Based on the past usage of services by local education agencies and the input from special education directors, service providers, teachers and administrators, this packaged has been tailored to best meet the needs of the special education programs. The package cost for Little Elm ISD is \$22,125 (\$3.00 per pupil) to also include a program evaluation of the Little Elm ISD Special Education Department.	Cortney Clover
2	MHMR (My Health My Resources) Of Tarrant County	Special Populations	Renewal	\$0.00	\$0.00	\$0.00	9/1/2019	8/31/2020	Interlocal agreement with MHMR of Tarrant County for facility usage. ECI (Early Childhood Intervention) will provide Early Childhood Intervention Services to eligible children and families who reside in the Denton County Service Area. Little Elm ISD will provide office space to accommodate MHMR Tarrant County ECI Staff.	Cortney Clover
3	Region 1 Education Service Center	Purchasing	New	\$0.00	\$0.00	\$0.00	10/22/2019	Auto Renew	The purpose of this Interlocal Agreement is to facilitate the member's compliance with the competitive procurement requirements for purchases through an Interlocal contract under Chapter 791 of the Texas Government Code, as authorized by Texas Education Code 44.031(a)(4); to assist member's with soliciting and obtaining prices from qualified vendors for the purchase of goods and services; and to obtain potential savings for members through aggregation of demand and volume purchasing.	Grant Anderson
4	RSVP (Retired and Senior Volunteer Program)	Communications & Marketing	Renewal	\$0.00	\$0.00	\$0.00	10/22/2019	10/22/2022	Rocking Readers Volunteer Program - RSVP will provide volunteers (retired and seniors) at individual campuses throughout Little Elm ISD to read to students.	Dr. Tony Tipton
5										
6										
7										
8										

Board Agenda Item

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

	Reports of the Superintendent	Business Item	Consent Agenda	Reports, Routine Monthly	Action Item
Board Mtg. Date 10-21-19	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Subject:	ORDER AUTHORIZING ISSUANCE OF BONDS				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent & CFO				
Policy/Code:					
Summary:	ORDER AUTHORIZING THE ISSUANCE FROM TIME TO TIME OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, UNLIMITED TAX REFUNDING BONDS AND COMBINATION UNLIMITED TAX SCHOOL BUILDING AND REFUNDING BONDS; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF ONE OR MORE PURCHASE CONTRACTS, PAYING AGENT/REGISTRAR AGREEMENTS AND ESCROW AGREEMENTS RELATING TO SUCH BONDS; APPROVING THE PREPARATION OF ONE OR MORE OFFICIAL STATEMENTS; AND ENACTING OTHER PROVISIONS RELATED THERETO.				
Financial Implications:	Increase LEISD debt requiring debt service payments				
Attachments:	Bond Order				

Recommendation: | The Administration recommends approval of the Bond Order as submitted.

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

Little Elm Independent School District

Current Market Review, Preliminary
Refunding Analyses and Updated
Bond Plan

October 21, 2019



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1. Current Market Review
2. Preliminary Refunding Analyses
3. Updated Bond Plan
4. Preliminary Timetable

Current Market Review

Section 1



Current Market Review

Economic Update

U.S. Economic Overview

- Global markets have experienced heightened volatility due to trade concerns, geopolitical stress, and slowing economic growth.
- Markets opened up with a more cautious tone on Monday on pessimism over US/China trade negotiations.
- ISM data revealed a contraction in US manufacturing in September; service-sector activity grew at a weaker pace than expected.
- Non-farm payrolls rose a modest 136k in September, but August's number was revised higher from 130k to 168k.
- The unemployment rate declined from 3.7% to 3.5% in September, but average hourly earnings were unchanged.
- Fed funds futures are currently pricing in a 71% chance of a rate cut at the October FOMC meeting, up from 40% last week.

RBC Economic Outlook and Interest Rate Forecasts⁽¹⁾

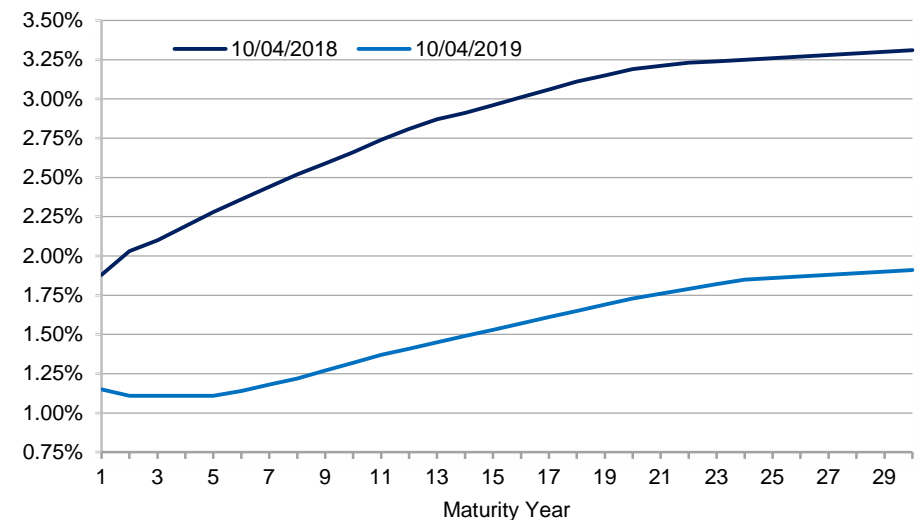
	Q3'19	Q4'19	Q1'20	Q2'20	Q3'20
Real GDP (QoQ)	2.00	1.50	1.50	1.60	1.80
Core Inflation (YoY)	1.70	1.70	1.90	1.70	1.90
Unemployment	3.70	3.60	3.60	3.60	3.60
Fed Funds	2.00	1.75	1.75	1.75	1.75
2-Year Notes	1.50	1.50	1.60	1.65	1.70
5-Year Notes	1.50	1.50	1.60	1.65	1.85
10-Year Notes	1.50	1.50	1.70	1.85	2.00
30-Year Bonds	2.05	1.95	2.10	2.25	2.40

(1) RBC Rate and Economic Forecast as of September 11, 2019.

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



“AAA” MMD Yield Curve: Current Yield vs. October 2018 Yield

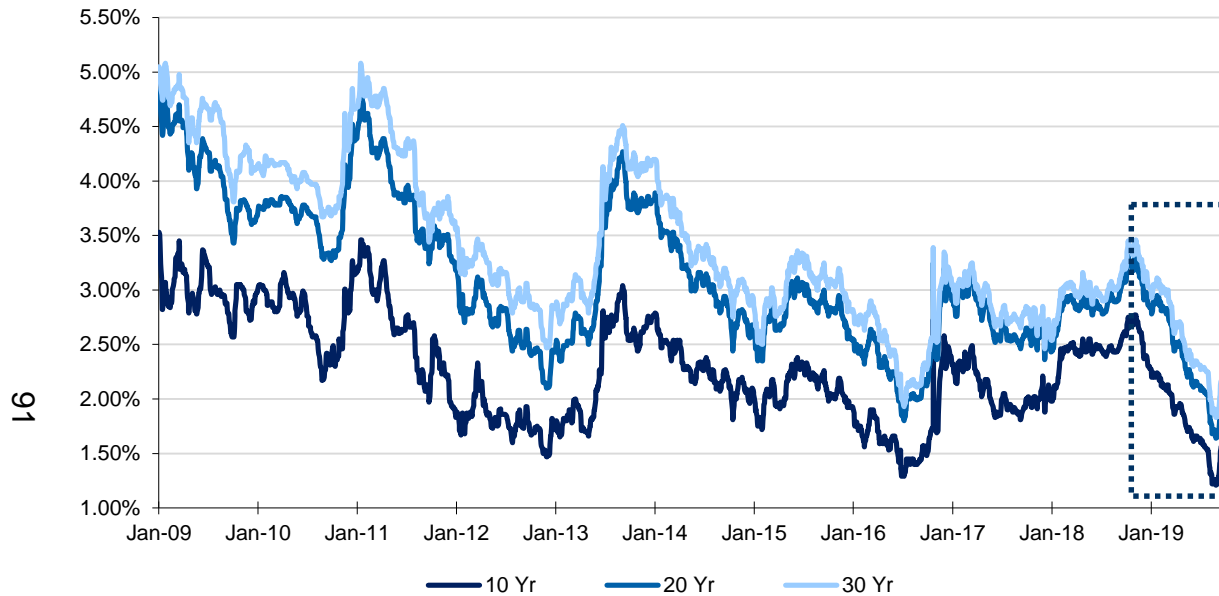


Current Market Review

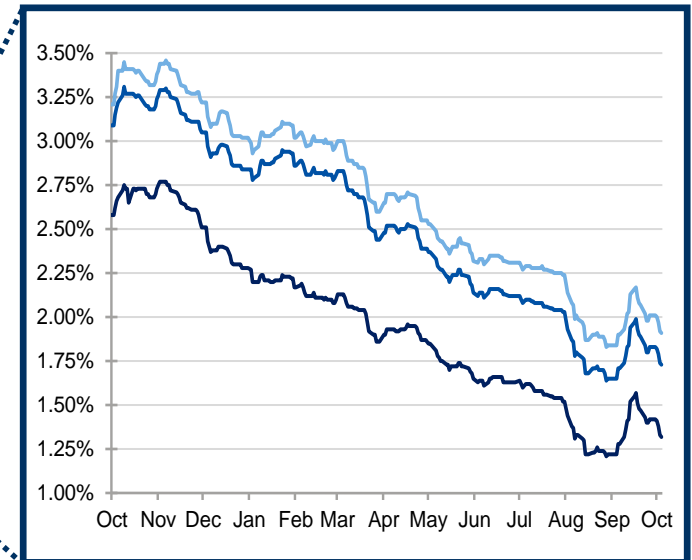
"AAA" MMD

- After closing at 2.01% the previous week, the 30-year "AAA" MMD decreased 10 bps from September 27 – October 4, closing at the current rate of 1.91%.

"AAA" MMD January 1, 2009 to Present



Shift in "AAA" MMD Since October 2018



January 1, 2009 to Present

	10-Year	20-Year	30-Year
Maximum	3.530%	4.890%	5.080%
Minimum	1.210%	1.640%	1.830%
Current	1.320%	1.730%	1.910%

Shift in 30-year "AAA" MMD

2012	2013	2014	2015	2016	2017	2018
-0.740%	1.330%	-1.340%	-0.010%	0.270%	-0.51%	0.47%

October 1, 2018 to Present

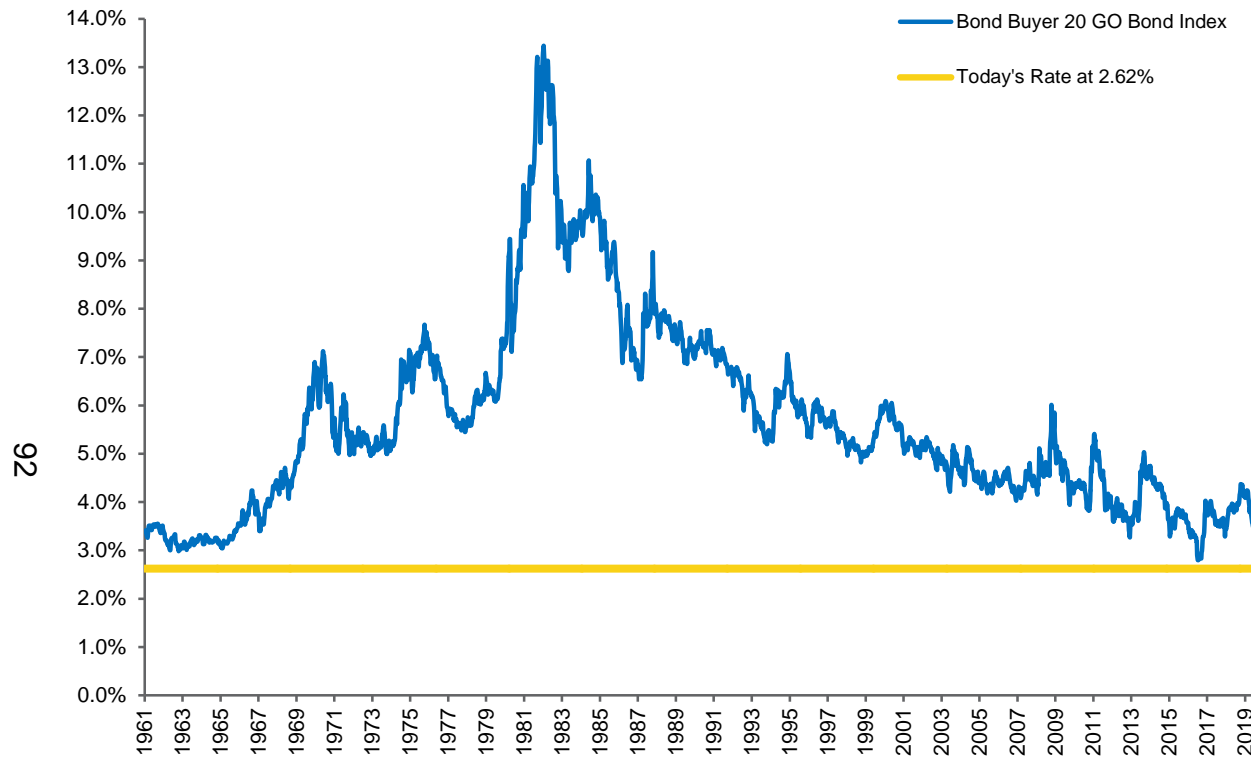
	10 Yr	20 Yr	30 Yr
Maximum	2.770%	3.310%	3.460%
Minimum	1.210%	1.640%	1.830%
Average	1.957%	2.501%	2.675%

Source: TM3, Thomson Reuters
10, 20, and 30 year "AAA" MMD shown to represent different average lives of municipal transactions
Rates as of October 4, 2019

Current Market Review

Historical Perspective

Bond Buyer 20 GO Index since January 1961



% of Time in Each Range Since 1961

Yield Range

Less than 3.50%	10.37%	
3.50% - 4.00%	10.99%	
4.01% - 4.50%	11.45%	
4.51% - 5.00%	9.85%	
5.01% - 5.50%	13.73%	
5.51% - 6.00%	9.56%	
6.01% - 6.50%	7.40%	
6.51% - 7.00%	6.75%	
7.01% - 7.50%	6.10%	
7.51% - 8.00%	3.59%	
Greater than 8.00%	10.21%	
Total	100.00%	

Source: Bloomberg as of September 26, 2019

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

Today's 2.62% level is lower than 100.00% of historical rates since July 1961.

Preliminary Refunding Analyses

Section 2





Preliminary Refunding Analyses

Review of Outstanding Debt

Refunding Candidates

- Little Elm Independent School District has outstanding bonds that are either currently callable or will become callable over the next 18 months. The candidates considered for refunding are highlighted below.
- Refunding existing debt at lower current rates can potentially generate substantial debt service savings for the District.
- Following Federal tax reform in 2017, municipal issuers are no longer eligible to complete “advance” refundings (refunding tax-exempt debt more than 90 days before the call date) on a tax-exempt basis. However, advance refundings on a taxable basis are still allowed. An advance taxable refunding allows the District to secure future debt service savings before an issue is eligible for a “current” refunding (within 90 days of call date). Even though advance refundings are executed on a taxable basis, current market conditions present the opportunity for the District to refund a portion of its existing debt and realize significant debt service savings without waiting until 90 days prior to the call date.

Outstanding Unlimited Tax Debt Profile

Issue	Issued Par Amount	Outstanding Par Amount	Callable Par Amount	Coupon Range of Callable Bonds	First Call Date	Final Maturity	Structure	Use of Proceeds
U/L Tax Ref Bds Ser 95-A	\$8,795,000	\$90,000	\$ -	N/A	N/A	08/15/2029	Fixed Rate	Refunding
U/L Tax Sch Bldg & Ref Bds Ser 99	9,601,087	1,094,173	-	N/A	N/A	08/15/2030	Fixed Rate	Refunding & School Building
U/L Tax Sch Bldg & Ref Bds Ser 2002	25,937,329	675,040	-	N/A	N/A	08/15/2020	Fixed Rate	Refunding & School Building
U/L Tax Sch Bldg Bds Ser 2008-A	7,500,000	995,000	995,000	4.000% - 4.250%	08/15/2018	08/15/2038	Fixed Rate	School Building
U/L Tax Ref Bds Ser 2008-B*	1,067,333	455,000	455,000	N/A	08/15/2018	08/15/2023	Fixed Rate	Refunding
U/L Tax Ref Bds Ser 2010*	19,960,000	18,480,000	18,090,000	4.000%	08/15/2020	08/15/2035	Fixed Rate	Refunding
U/L Tax Sch Bldg & Ref Bds Ser 2012*	48,265,000	44,700,000	44,590,000	2.500% - 5.000%	08/15/2021	08/15/2042	Fixed Rate	Refunding & School Building
U/L Tax Sch Bldg & Ref Bds Ser 2013	5,920,000	5,880,000	5,870,000	4.000% - 5.000%	08/15/2023	08/15/2038	Fixed Rate	Refunding & School Building
U/L Tax Ref Bds Ser 2014	5,000,000	4,960,000	4,960,000	4.250%	02/15/2024	08/15/2037	Fixed Rate	Refunding
U/L Tax Ref Bds Ser 2015A	12,045,000	9,615,000	7,320,000	3.000% - 4.000%	02/15/2025	08/15/2037	Fixed Rate	Refunding
U/L Tax Ref Bds Ser 2015B	8,565,000	8,320,000	5,635,000	4.000%	02/15/2025	08/15/2037	Fixed Rate	Refunding
U/L Tax Sch Bldg & Ref Bds Ser 2016	38,595,000	33,325,000	27,010,000	3.000% - 4.000%	02/15/2026	08/15/2040	Fixed Rate	Refunding & School Building
U/L Tax Ref Bds Ser 2017	8,985,000	8,780,000	7,595,000	4.000%	02/15/2027	08/15/2042	Fixed Rate	Refunding
U/L Tax Sch Bldg Bds Ser 2018	135,160,000	134,735,000	129,545,000	4.000% - 5.000%	02/15/2028	08/15/2048	Fixed Rate	Sch Bldg & Buses
U/L Tax Sch Bldg Bds Ser 2018A	23,885,000	22,445,000	18,385,000	4.000% - 5.000%	08/15/2027	08/15/2048	Fixed Rate	Sch Bldg & Buses
U/L Tax Ref Bds Taxable Ser 2019	3,985,000	3,985,000	-	N/A	N/A	08/15/2021	Fixed Rate	Refunding
Total	\$363,265,749	\$298,534,213	\$270,450,000					

* Includes capital appreciation bonds that are callable at their respective accreted values, not their original principal values.

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

Preliminary Refunding Analyses

Refunding Scenarios

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

Refunding Scenarios: Series 2010	<p>Scenario 1: "Advance" refund a portion of the District's Series 2010 debt on a <u>taxable</u> basis to create level debt service savings in 2020/21-2034/35 with a pricing date in December 2019.</p> <p>Scenario 2: "Current" refund a portion of the District's Series 2010 debt on a <u>tax-exempt</u> basis to create level debt service savings in 2020/21-2034/35 with a pricing date in April 2020.</p>
Refunding Scenarios: Series 2012	<p>Scenario 1: "Advance" refund a portion of the District's Series 2012 debt on a <u>taxable</u> basis to create level debt service savings in 2020/21-2041/42 with a pricing date in December 2019.</p> <p>Scenario 2: "Current" refund a portion of the District's Series 2012 debt on a <u>tax-exempt</u> basis to create level debt service savings in 2021/22-2041/42 with a pricing date in April 2021.</p>
Refunding Scenario: Series 2010 & Series 2012 Combined	<p>"Advance" refund a portion of the District's Series 2010 and Series 2012 debt on a <u>taxable</u> basis to create level debt service savings in 2020/21-2041/42 with a pricing date in December 2019.</p>

All refunding scenarios are based upon the assumptions detailed below:

- Since the Refunding Bonds will generate a present value debt service savings and the Refunded Bonds were originally guaranteed by the Permanent School Fund ("PSF") guarantee program, they will qualify for the PSF guarantee and will not need private bond insurance. (Subject to approval by TEA.)
- The strategy for effecting the refunding(s) would be for the Board to authorize the Administration to move forward with the transaction(s) given certain Board approved parameters are met. Those approved parameters are memorialized in an Order. This approach would authorize District administration to approve the transaction(s) and execute the necessary documents when the transaction terms have been set.
- All projected savings numbers are net of estimated costs of issuance amounts related to the refunding. Costs of issuance have been estimated at \$225,000 and the underwriters' discount has been estimated at \$6.50/\$1,000 of bonds issued for the scenario shown on pg.12. (Subject to change.)
- Assumes current market rates as of October 3, 2019. (Subject to change.)
- The final maturity of the Refunding Bonds will be the same as the combined Refunded Bonds.

Preliminary Refunding Analyses

Summary of Refunding Results for Refunding Scenarios: Series 2010

Summary of Refunding Scenarios & Assumptions:

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

Summary of Projected Debt Service Savings:

Description	Scenario 1: Taxable Advance Refunding ¹	Scenario 2: T/E Current Refunding
Expected Pricing Date:	December 2019	April 2020
Expected Closing Date:	December 2019	May 2020
Par Amount of Refunded Bonds:	\$18,090,000	\$18,090,000
Accreted Value of Refunded Bonds at Delivery Date:	\$30,760,733	\$31,037,340
Average Coupon of Refunded Bonds:	5.146%	5.086%
"All-In" TIC of Refunding Bonds:	2.502%	2.240%
Total Debt Service Savings:	\$3,601,652	\$4,416,042
Average Annual Savings (2021-2035):	\$240,110	\$294,403
Net Present Value of Debt Service Savings:	\$2,964,301	\$3,855,525
Net Present Value of Savings as a % of Refunded Par:	9.64%	12.42%
Negative Arbitrage:	\$132,416	(\$6,128)
Negative Arbitrage as a % of Net PV of Savings:	4.47%	(0.16%)

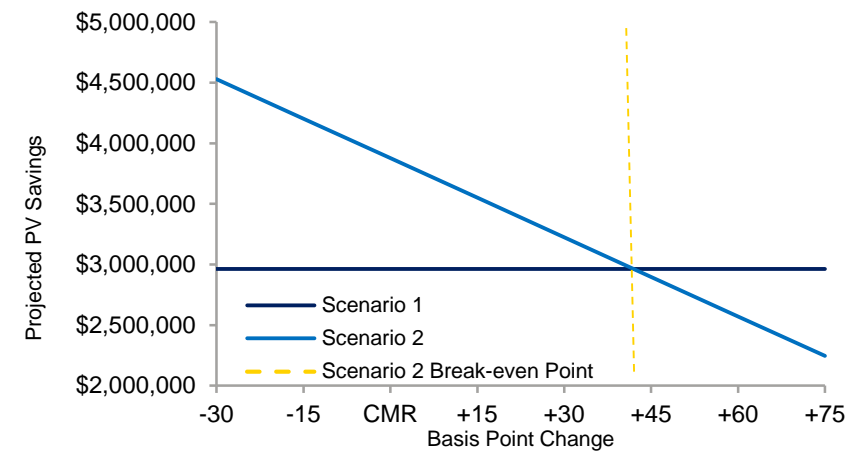
¹ Refunding may be completed as a delayed delivery tax-exempt refunding, pending market conditions.

Summary of Bonds Considered In Refunding Analyses:

Series:	U/L Tax Ref Bds, Ser 2010
Maturities To Be Refunded:	2021 - 2035 ¹
Principal To Be Refunded:	\$18,090,000
Accreted Value at Closing ² :	\$30,712,381
Average Coupon/Yield:	5.086%
Redemption Date:	08/15/2020
Redemption Price:	100%

¹ Includes term bonds and with mandatory sinking fund installments.

² Includes capital appreciation bonds that are callable at accreted value.



Should the District wish to execute the refunding illustrated in **Scenario 2**, interest rates would need to increase **42bps** over current market rates to produce less savings than **Scenario 1**.

Preliminary Refunding Analyses

Summary of Refunding Results for Refunding Scenarios: Series 2012

Summary of Refunding Scenarios & Assumptions:

- **Scenario 1:** Taxable advance refunding.
- **Scenario 2:** Tax-exempt current refunding.
- Please note this structure does not currently meet State law and would need to be combined with another refunding for structuring purposes.

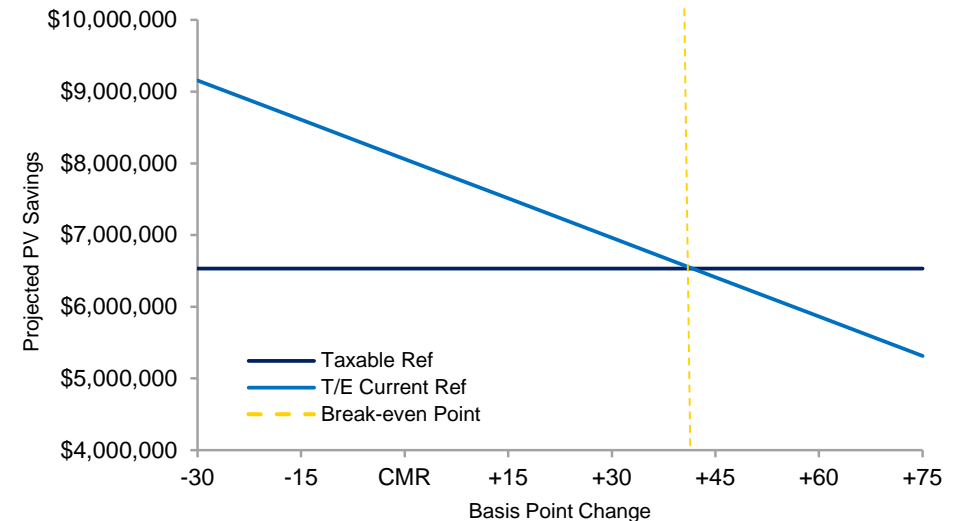
Summary of Projected Debt Service Savings:

Description	Scenario 1: Taxable Advance Refunding	Scenario 2: T/E Current Refunding
Expected Pricing Date:	December 2019	April 2021
Par Amount of Refunded Bonds:	\$32,070,000	\$32,070,000
Average Coupon of Refunded Bonds:	5.000%	5.000%
"All-In" TIC of Refunding Bonds:	3.131%	3.268%
Total Debt Service Savings:	\$9,065,338	\$10,370,769
Average Annual Savings (2021-2042):	\$412,061	\$493,762
Net Present Value of Debt Service Savings:	\$6,533,020	\$7,982,045
Net Present Value of Savings as a % of Refunded Par:	20.37%	24.89%
Negative Arbitrage:	\$760,775	\$22,026
Negative Arbitrage as a % of Net PV of Savings:	11.65%	0.28%

Summary of Bonds Considered In Refunding Analyses:

Series:	U/L Tax Ref Bds, Ser 2012
Maturities To Be Refunded:	2032 - 2042 ¹
Principal To Be Refunded:	\$32,070,000
Average Coupon:	5.000%
Redemption Date:	08/15/2021
Redemption Price:	100%

¹ Includes term bonds and with mandatory sinking fund installments.



Should the District wish to execute the refunding illustrated in **Scenario 2**, interest rates would need to increase **41bps** over current market rates to produce less savings than **Scenario 1**.

Preliminary Refunding Analyses

Summary of Refunding Results for Advance Refunding Scenario: Series 2010 & Series 2012 Combined

Summary of Refunding Scenarios & Assumptions:

- Scenario: Taxable advance refunding.

Summary of Projected Debt Service Savings:

Description	Findings as of:	
	August 28, 2019	October 3, 2019
Original Principal Amount of Refunded Bonds:	\$50,160,000	\$50,160,000
Accreted Value of Refunded Bonds at Delivery Date:	\$62,782,381	\$62,830,733
Average Coupon of Refunded Bonds:	5.038%	5.035%
"All-In" TIC of Refunding Bonds:	2.794%	2.850%
Total Debt Service Savings:	\$14,205,556	\$13,553,219
Average Annual Savings (2020 - 2042):	\$645,677	\$589,270
Net Present Value of Debt Service Savings:	\$10,462,905	\$10,075,953
Net PV Savings as a % of Refunded Par:	16.665%	16.037%
Negative Arbitrage:	\$855,195	\$867,485
Negative Arbitrage as a % of Net PV Savings:	8.174%	8.609%

Rate Decrease of 25 bps (-0.25%)

Net Present Value of Debt Service Savings:	\$12,078,602
Net PV Savings as a % of Refunded Par:	19.224%

Rate Increase of 25 bps (+0.25%)

Net Present Value of Debt Service Savings:	\$8,110,684
Net PV Savings as a % of Refunded Par:	12.909%

Summary of Bonds Considered In Refunding Analyses:

Series	Maturities To Be Refunded	Principal To Be Refunded	Accreted Value at Closing ²	Average Coupon/Yield	Redemption Date	Redemption Price
U/L Tax Ref Bds Ser 2010 ¹	2021 - 2035	\$18,090,000	\$30,712,381	5.156%	8/15/2020	100%
U/L Tax Sch Bldg & Ref Bds Ser 2012 ¹	2032 - 2042	\$32,070,000	\$32,070,000	5.000%	8/15/2021	100%
Total		\$50,160,000	\$62,782,381			

¹ Includes term bonds and with mandatory sinking fund installments.

² Includes capital appreciation bonds that all callable at accreted value.

Preliminary Refunding Analyses

Summary of Cash Flows for Advance Refunding Scenario: Series 2010 & Series 2012 Combined

Date (8/31)	Refunded Debt Service	Series 2019 Taxable Debt Service	Debt Service Savings*
2020	\$2,161,300	\$1,635,575	\$525,725
2021	5,016,300	4,423,033	593,267
2022	5,011,300	4,418,033	593,267
2023	5,011,300	4,418,033	593,267
2024	5,016,300	4,423,033	593,267
2025	4,416,300	3,823,033	593,267
2026	4,456,300	3,863,033	593,267
2027	4,451,300	3,858,033	593,267
2028	4,456,300	3,865,213	591,087
2029	4,467,900	3,874,368	593,532
2030	4,295,300	3,705,792	589,508
2031	4,325,900	3,737,175	588,725
2032	4,616,700	4,023,857	592,843
2033	4,619,150	4,030,527	588,624
2034	5,336,850	4,743,692	593,159
2035	6,148,050	5,554,883	593,167
2036	6,902,000	6,308,606	593,395
2037	6,904,250	6,310,568	593,683
2038	3,082,250	2,492,447	589,804
2039	3,081,500	2,488,311	593,189
2040	3,084,750	2,492,382	592,369
2041	3,081,500	2,492,084	589,416
2042	3,081,750	2,489,624	592,127
Total	\$103,024,550	\$89,471,331	\$13,553,219

*Net present value debt service savings is \$10,075,953.

Updated Bond Plan

SECTION 3

100



Capital
Markets

Updated Bond Plan

Financing Scenario and Summary of Assumptions

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

Financing Scenario

Issue \$60,000,000 of the District's new authorization, structured to produce a maximum 47-cent I&S tax rate. This scenario assumes the District sells new bond authorization in the following four installments:

Series 2019 : Issue \$20,000,000 of unlimited tax bonds, utilizing a 15-year amortization, in December 2019.

Series 2020 : Issue \$25,000,000 of unlimited tax bonds, utilizing a 20-year amortization, in May 2020.

Series 2021 : Issue \$5,000,000 of unlimited tax bonds, utilizing a 20-year amortization, in May 2021.

Series 2022 : Issue \$10,000,000 of unlimited tax bonds, utilizing a 20-year amortization, in May 2022.

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

- Assumes the Series 2019 Bonds will be sold via a negotiated sale in combination with refunding for savings (pending market conditions).
- Assumes the first interest payment date on the Series 2019 Bonds will be February 15, 2020.
- Assumes a tax collection rate of 100.0%.
- Assumes the District's 2019/20 certified gross taxable assessed valuation is \$5,285,552,473. Assumes this amount will grow by 5.0% for 5 years and will remain constant thereafter.
- Assumes the District's 2019/20 certified net taxable assessed valuation is \$4,439,112,099. Assumes this amount will grow by 5.0% for 5 years and will remain constant thereafter.
- Assumes the District receives \$2,900,000 in 2019/20 for the I&S portion of its frozen levy revenues and remain constant thereafter.
- Assumes the District does not use any of its existing I&S fund balance to maintain existing tax rate. (Subject to change.)
- Assumes current market interest rates plus 30 basis points (0.30%) for Series 2019 and current market rates plus 100 basis points (1.00%) for Series 2020, Series 2021 and Series 2022. (Subject to change.)
- Assumes the Bonds will not receive Existing Debt Allotment ("EDA") funding or Instructional Facilities Allotment ("IFA") funding due to the District's wealth per student level.



Updated Bond Plan

Summary of Assumptions (continued)

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

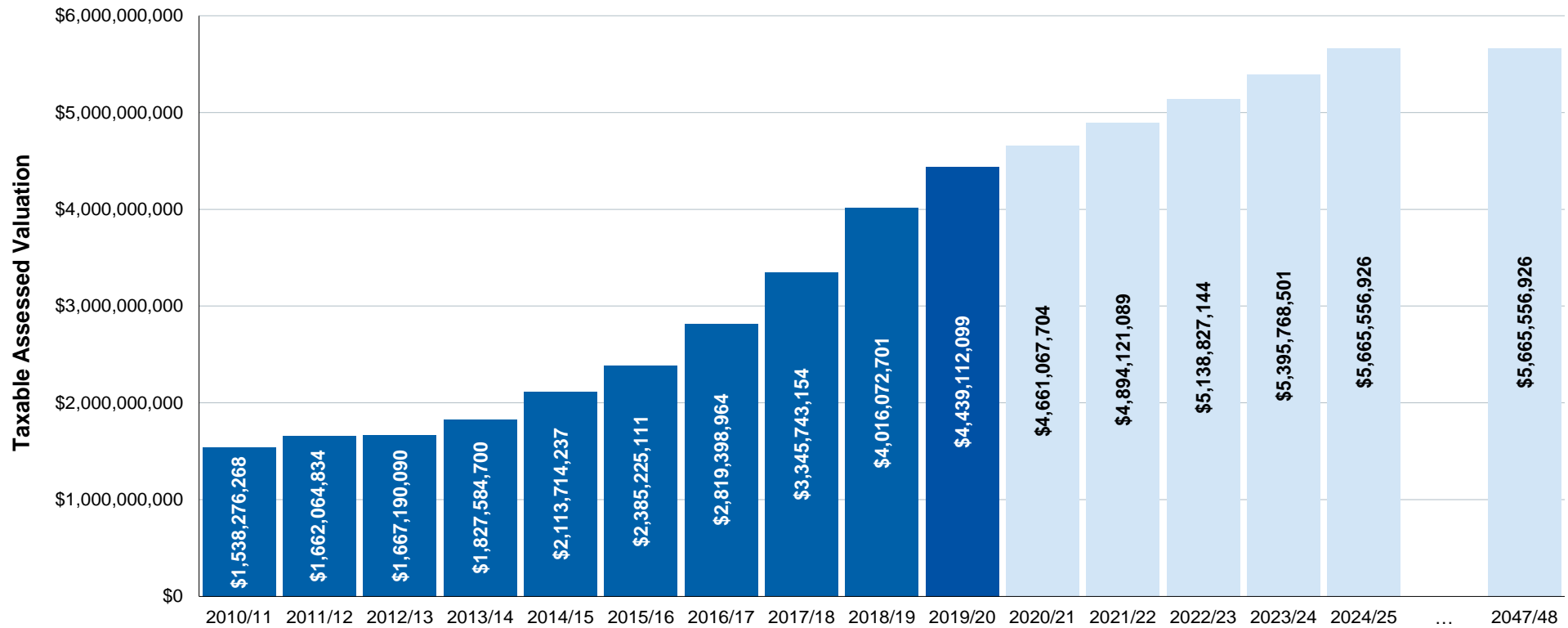
- Assumes the District receives the Permanent School Fund (“PSF”) guarantee for the Bonds. (PSF approval has not been confirmed by TEA.)
- Assumes the Bonds are sold with a 10-year optional redemption provision.
- Assumes that costs of issuance have been estimated at \$100,000 and the underwriter’s discount has been estimated at \$8/\$1,000 of bonds issued for new money portion of Series 2019. (Subject to change.)
- The District must be able to demonstrate at the time of issuance of new bonds that it can levy an Interest & Sinking Fund tax rate of no more than \$0.50 for all Bonds issued after September 1, 1992, based upon its current taxable assessed valuation. Note the District’s Subchapter B portion of its Tier I funds may be used to comply with this test. Pursuant to HB2888 enacted by the 77th Texas Legislature, the District may use the projected taxable assessed valuation five years in the future if certified by a registered professional appraiser for purposes of passing the 50-Cent Bond Test.

Updated Bond Plan



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

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Fiscal Year	2010/11	2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	2018/19	2019/20
Taxable Assessed Valuation	\$1,538,276,268	\$1,662,064,834	\$1,667,190,090	\$1,827,584,700	\$2,113,714,237	\$2,385,225,111	\$2,819,398,964	\$3,345,743,154	\$4,016,072,701	\$4,439,112,099
Percentage Change	11.93%	8.05%	0.31%	9.62%	15.66%	12.85%	18.20%	18.67%	20.04%	10.53%
Dollar Change	\$167,099,388	\$123,788,566	\$5,125,256	\$160,394,610	\$286,129,537	\$271,510,874	\$434,173,853	\$526,344,190	\$670,329,547	\$423,039,398

Fiscal Year	2020/21	2021/22	2022/23	2023/24	2024/25
Taxable Assessed Valuation	\$4,661,067,704	\$4,894,121,089	\$5,138,827,144	\$5,395,768,501	\$5,665,556,926
Percentage Change	5.00%	5.00%	5.00%	5.00%	5.00%
Dollar Change	\$221,955,605	\$233,053,385	\$244,706,054	\$256,941,357	\$269,788,425

Historical Average Annual Increase - Years 2010/11-2019/20 (10-Years)	Historical Average Annual Increase - Years 2015/16-2019/20 (5-Years)	Historical Average Annual Increase - Years 2017/18-2019/20 (3-Years)	Projected Average Annual Increase - Years 2020/21-2024/25 (5-Years)
12.58%	16.06%	16.41%	5.00%
\$306,793,522	\$465,079,572	\$539,904,378	\$245,288,965



Updated Bond Plan

Preliminary Tax Rate Impact Analysis

Updated Bond Plan - Complete Refunding and Issue Remaining Authorization in Four Installments. 2019/20 Certified TAV to grow 5.0% for five years. No EDA or IFA Assistance.																				
A	B	C	D	D	C	D	E	F	H	K	L	M	N	O	P	Q	R	S	T	U
Fiscal Year Ending	Existing Gross Outstanding Debt Service	Less: Bonds To Be Refunded	Plus: Series 2019 Refunding Bonds	Projected Gross Outstanding Debt Service	Existing Authorization					Less: Frozen Levy Revenues	Less: I&S Fund Balance Contribution	Net Combined Debt Service	Gross Taxable Assessed Valuation	Net Taxable Assessed Valuation	TAV Growth	Tax Rate Impact Analysis			Tier I Funds Analysis	
					Dec-19	May-20	May-21	May-22	Projected Gross Debt Service							Current Tax Rate	Tax Rate Combined Debt Service	Tax Rate Change	Max Tier I Funds Needed for 50-Cent Test ^(A)	Tier I Funds Needed For Debt Service ^(B)
					\$20,000,000 @ 2.71%	\$25,000,000 @ 3.36%	\$5,000,000 @ 3.70%	\$10,000,000 @ 3.69%												
2020	\$23,343,029	\$2,161,300	\$1,635,575	\$22,817,304	\$519,493				\$23,336,798	\$2,900,000	\$0	\$20,436,798	\$5,285,552,473	\$4,439,112,099	10.5%	\$0.4700	\$0.4698		\$0	\$0
2021	21,718,229	5,016,300	4,423,033	21,124,962	1,719,240	\$1,317,531			24,161,733	2,900,000	0	21,261,733	5,549,830,097	4,661,067,704	5.0%		0.4655		0	0
2022	19,302,306	5,011,300	4,418,033	18,709,039	1,722,880	4,054,025	\$363,125		24,849,069	2,900,000	0	21,949,069	5,827,321,601	4,894,121,089	5.0%		0.4576		0	0
2023	19,302,806	5,011,300	4,418,033	18,709,539	1,719,540	1,611,525	363,250	\$720,625	23,124,479	2,900,000	0	20,224,479	6,118,687,682	5,138,827,144	5.0%		0.4016	(\$0.0684)	0	0
2024	19,644,631	5,016,300	4,423,033	19,051,364	1,719,440	1,608,275	361,000	721,250	23,461,329	2,900,000	0	20,561,329	6,424,622,066	5,395,768,501	5.0%		0.3888		0	0
2025	19,649,981	4,416,300	3,823,033	19,056,714	1,722,360	1,608,600	363,500	722,000	23,473,174	2,900,000	0	20,573,174	6,745,853,169	5,665,556,926	5.0%		0.3705		0	0
2026	19,643,431	4,456,300	3,863,033	19,050,164	1,723,080	1,612,263	360,500	722,000	23,468,007	2,900,000	0	20,568,007	6,745,853,169	5,665,556,926	0.0%		0.3704		0	0
2027	19,648,131	4,451,300	3,858,033	19,054,864	1,721,600	1,609,025	362,250	721,250	23,468,989	2,900,000	0	20,568,989	6,745,853,169	5,665,556,926	0.0%		0.3705		0	0
2028	19,644,881	4,456,300	3,865,213	19,053,794	1,722,920	1,609,125	363,500	719,750	23,469,089	2,900,000	0	20,569,089	6,745,853,169	5,665,556,926	0.0%		0.3705		0	0
2029	19,648,031	4,467,900	3,874,368	19,054,499	1,721,820	1,612,325	359,250	722,500	23,470,394	2,900,000	0	20,570,394	6,745,853,169	5,665,556,926	0.0%		0.3705		0	0
2030	19,649,994	4,295,300	3,705,792	19,060,486	1,718,300	1,608,388	359,750	724,250	23,471,173	2,900,000	0	20,571,173	6,745,853,169	5,665,556,926	0.0%		0.3705		0	0
2031	19,644,606	4,325,900	3,737,175	19,055,881	1,722,360	1,612,550	359,750	720,000	23,470,541	2,900,000	0	20,570,541	6,745,853,169	5,665,556,926	0.0%		0.3705		0	0
2032	19,646,325	4,616,700	4,023,857	19,053,482	1,718,560	1,609,338	359,250	720,000	23,460,630	2,900,000	0	20,560,630	6,745,853,169	5,665,556,926	0.0%		0.3703		0	0
2033	19,645,500	4,619,150	4,030,527	19,056,877	1,722,120	1,608,988	363,250	724,000	23,475,234	2,900,000	0	20,575,234	6,745,853,169	5,665,556,926	0.0%		0.3706		0	0
2034	19,646,388	5,336,850	4,743,692	19,053,229	1,722,600	1,611,263	361,500	721,750	23,470,342	2,900,000	0	20,570,342	6,745,853,169	5,665,556,926	0.0%		0.3705		0	0
2035	19,640,963	6,148,050	5,554,883	19,047,796		1,610,925	359,250	723,500	21,741,471	2,900,000	0	18,841,471	6,745,853,169	5,665,556,926	0.0%		0.3393	(0.0311)	0	0
2036	19,647,150	6,902,000	6,308,606	19,053,756		1,607,975	361,500	724,000	21,747,231	2,900,000	0	18,847,231	6,745,853,169	5,665,556,926	0.0%		0.3395		0	0
2037	19,649,100	6,904,250	6,310,568	19,055,418		1,607,413	363,000	723,250	21,749,080	2,900,000	0	18,849,080	6,745,853,169	5,665,556,926	0.0%		0.3395		0	0
2038	19,645,650	3,082,250	2,492,447	19,055,847		1,609,000	358,750	721,250	21,744,847	2,900,000	0	18,844,847	6,745,853,169	5,665,556,926	0.0%		0.3394		0	0
2039	19,643,200	3,081,500	2,488,311	19,050,011		1,607,500	359,000	723,000	21,739,511	2,900,000	0	18,839,511	6,745,853,169	5,665,556,926	0.0%		0.3393		0	0
2040	19,646,850	3,084,750	2,492,382	19,054,482		1,607,913	358,500	723,250	21,744,144	2,900,000	0	18,844,144	6,745,853,169	5,665,556,926	0.0%		0.3394		0	0
2041	19,645,350	3,081,500	2,492,084	19,055,934			362,250	722,000	20,140,184	2,900,000	0	17,240,184	6,745,853,169	5,665,556,926	0.0%		0.3105		0	0
2042	19,643,400	3,081,750	2,489,624	19,051,274				719,250	19,770,524	2,900,000	0	16,870,524	6,745,853,169	5,665,556,926	0.0%		0.3039		0	0
2043	19,643,700			19,643,700					19,643,700	2,900,000	0	16,743,700	6,745,853,169	5,665,556,926	0.0%		0.3016		0	0
2044	19,650,050			19,650,050					19,650,050	2,900,000	0	16,750,050	6,745,853,169	5,665,556,926	0.0%		0.3017		0	0
2045	19,644,600			19,644,600					19,644,600	2,900,000	0	16,744,600	6,745,853,169	5,665,556,926	0.0%		0.3016		0	0
2046	19,646,050			19,646,050					19,646,050	2,900,000	0	16,746,050	6,745,853,169	5,665,556,926	0.0%		0.3016		0	0
2047	19,647,200			19,647,200					19,647,200	2,900,000	0	16,747,200	6,745,853,169	5,665,556,926	0.0%		0.3016		0	0
2048	19,645,600			19,645,600					19,645,600	2,900,000	0	16,745,600	6,745,853,169	5,665,556,926	0.0%		0.3016		0	0
Total	\$574,817,133	\$103,024,550	\$89,471,331	\$561,263,914	\$24,616,313	\$34,343,944	\$7,222,125	\$14,438,875	\$641,885,171	\$84,100,000	\$0	\$557,785,171								

^(A) Based upon the District's taxable assessed valuation in fiscal year 2019/20. Does not include Series 2020 in calculation.

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

Preliminary Timetable

Section 4



Preliminary Timetable

Unlimited Tax School Building Bonds, Series 2019 and Unlimited Tax Refunding Bonds, Taxable Series 2019A

Oct-2019							Nov-2019							Dec-2019						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28
27	28	29	30	31			24	25	26	27	28	29	30	29	30	31				

Financing Team Members

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

Date	Action	Responsibility
21-Oct-19	Regular Board Meeting - Review Preliminary Financing Plan and Formally Approve Parameters Order	LEISD, RBC, BR
22-Oct-19	Request Information for Preliminary Official Statement ("POS")	LEISD, RBC
23-Oct-19	Submit Application for PSF Guarantee	RBC
29-Oct-19	Request for Information Returned to RBC	LEISD
31-Oct-19	Distribute Draft POS for Comments	RBC
31-Oct-19	Send Draft POS and Credit Info to Rating Agency	LEISD, RBC
07-Nov-19	Deadline for Comments to Draft POS	LEISD, RBC
12-Nov-19	Conference Call with Credit Rating Agency	All Parties
21-Nov-19	Receive PSF Guarantee	LEISD, RBC
25-Nov-19	Receive Credit Ratings	LEISD, RBC
26-Nov-19	Distribute POS to Potential Purchasers	LEISD, RBC
03-Dec-19	Negotiated Bond Sale - Pricing of the Bonds	LEISD, RBC, UW
03-Dec-19	District Official Approves Pricing Certificate for the Bonds (Interest Rates Locked In)	LEISD, RBC, BR
04-Dec-19	Submit Documents to Attorney General for Approval	BR
05-Dec-19	Distribute Draft of Final Official Statement ("OS") for Comments	RBC
10-Dec-19	Receive Comments, Finalize & Distribute OS	All Parties
19-Dec-19	Closing - Transfer of Funds and Bonds Delivered	All Parties

*Preliminary, subject to change as market conditions warrant. As of October 7, 2019.



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

Adopted: October 21, 2019

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Schedule I – Schedule of Refunded Bond Candidates

Exhibit A – Form of Current Interest Bonds

Exhibit B – Form of Capital Appreciation Bonds

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

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

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

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

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

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

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

WHEREAS, the Board hereby finds and determines that the refunding contemplated in this Order will benefit the District by allowing it to restructure its debt and providing a present value savings in the debt service payable by the District, and that such benefit is sufficient consideration for the refunding of the Refunded Bonds; and

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

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

<u>Purpose</u>	<u>Election Date</u>	<u>Amount Voted</u>	<u>Amount Previously Issued</u>	<u>Amount Authorized to be Issued</u>	<u>Authorized but Unissued Balance⁽¹⁾</u>
School Buildings	November 7, 2017	<u>\$235,000,000</u>	<u>\$175,000,000</u>	<u>\$20,000,000</u>	<u>\$40,000,000</u>
TOTAL		\$235,000,000	\$175,000,000	\$20,000,000	\$40,000,000

WHEREAS the Board of the District does hereby determine that the school building bonds in an amount not to exceed \$20,000,000, including any premium charged against voted authority, should be issued out of the school building bonds voted at the Election; and

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

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

WHEREAS, the school building bonds are authorized to be issued pursuant to Chapter 45 and such bonds are authorized to be issued in combination with refunding bonds pursuant to Section 1207.004, Texas Government Code; and

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

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

WHEREAS, pursuant to Chapters 1207 and 1371, the District desires to delegate the authority to effect the sale of the Bonds from time to time to the Authorized Officer; and

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

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

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

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

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

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

“Bond” means any of the Bonds.

“Bond Counsel” means Bracewell LLP.

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

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

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

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

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

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

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

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

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

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal, premium, if any, and the interest due on the Current Interest Bonds and the Maturity Amount of the Capital Appreciation Bonds, in each case, payable at the times and in the manner provided herein and in the Pricing Certificate.

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

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

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

“EMMA” means the Electronic Municipal Market Access System.

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

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

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

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

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

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

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

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

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

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

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

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

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

“Order” means this Order.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“State” means the State of Texas.

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

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

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

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

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

Section 1.04. Interpretation.

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

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

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

ARTICLE II

SECURITY FOR THE BONDS

Section 2.01. Tax Levy.

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

(b) The ad valorem tax thus levied shall be assessed and collected each year against all property appearing on the tax rolls of the District most recently approved in accordance with law and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

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

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

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

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

(g) If the lien and provisions of this Order shall be released in a manner permitted by Article XII hereof, then the collection of such ad valorem tax may be suspended or appropriately reduced, as the facts may permit, and further deposits to the Interest and Sinking Fund may be suspended or appropriately reduced, as the facts may permit. In determining the aggregate principal amount of outstanding Bonds, there shall be subtracted the amount of any Bonds that have been duly called for redemption and for which money has been deposited with the Paying

Agent/Registrar for such redemption., and said taxes are hereby irrevocably pledged to pay Debt Service and to no other purpose; such tax shall be assessed and collected each such year; the proceeds of such tax shall be credited to the interest and sinking fund designated for the Bonds; and the proceeds of such tax shall be appropriated and applied to Debt Service on the Bonds.

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

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. One or more series or subseries of the District's bonds as may be designated and having such title or titles as may be specified in the respective Pricing Certificates for each such series or subseries, are hereby authorized to be issued and delivered, from time to time, in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 45, Texas Education Code, and Chapters 1207 and 1371. The designation for each such series or subseries of Bonds shall contain information identifying the Bonds as Little Elm Independent School District Unlimited Tax Bonds. The Bonds, which may be issued as new money bonds, refunding bonds or combination new money and refunding bonds, each as specified by the Authorized Officer in the respective Pricing Certificate for each such series or subseries of Bonds shall be issued (a) in an aggregate principal amount not to exceed \$70,000,000 for the purpose of refunding the Refunded Bonds and paying the costs of issuing the Bonds; and (b) in an aggregate principal amount not to exceed \$20,000,000 (including premium on the Bonds allocated to voted authorization) for the purposes of constructing, improving, renovating and equipping school buildings of the District and the purchase of necessary sites therefor and purchasing school buses and paying costs of issuing the Bonds. The total principal amount of the Bonds to be issued from time to time pursuant to this Order shall not exceed \$90,000,000, and the respective Pricing Certificate for each such series or subseries of Bonds shall reflect the amount of the authorization utilized and remaining under this Order.

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

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

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

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

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

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

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

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

Section 3.03. Medium, Method and Place of Payment.

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

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

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

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

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

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

Section 3.04. Execution and Registration of Bonds.

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

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

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bonds delivered at the Closing Date shall have attached thereto the Comptroller's Registration

Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by her duly authorized agent, which certificate shall be evidence that the Initial Bonds have been duly approved by the Attorney General of the State of Texas and that they are valid and binding obligations of the District, and have been registered by the Comptroller of Public Accounts of the State of Texas.

(d) On the Closing Date, the Initial Bonds, being (i) a single Initial Current Interest Bond representing the entire principal amount of the Current Interest Bonds designated in the Pricing Certificate and (ii) a single Initial Capital Appreciation Bond representing the aggregate Maturity Amount of the Capital Appreciation Bonds designated in the Pricing Certificate, each such Initial Bond to be payable in stated installments to the Representative or its designee, to be executed by manual or facsimile signatures of the President or Vice President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, with the Closing will be delivered to the Representative or its designee. Upon payment for the Initial Bonds, the Paying Agent/Registrar shall cancel the Initial Bonds and deliver registered definitive Bonds to DTC in accordance with Section 3.10. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05. Ownership.

(a) The District, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal or Maturity Amount thereof, as applicable, for the further purpose of making and receiving payment of the interest thereon (subject to the provision herein that for the Current Interest Bonds interest is to be paid to the person in whose name the Current Interest Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

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

Section 3.06. Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the District shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office the Register in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Order.

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

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

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

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

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

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

Section 3.08. Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount (with respect to the Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall

authenticate and deliver a replacement Bond of like tenor and principal amount and bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

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

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

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

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

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

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

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

Section 3.09. Book-Entry Only System.

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

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Order. Without limiting the immediately preceding sentence, the District and the Paying Agent/Registrar shall have no responsibility or obligation with

respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than an Owner, of any amount with respect to Debt Service. The Paying Agent/Registrar shall pay all Debt Service only to or upon the order of the respective Owners, as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payment of, Debt Service to the extent of the sum or sums so paid. No person other than an Owner, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks being mailed to the registered Owner at the close of business on the Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

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

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

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

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

Section 4.02. Optional Redemption.

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

(b) The Capital Appreciation Bonds shall be subject to optional redemption at the option of the District at such times, in such Maturity Amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

(c) The District, at least 45 days before any redemption date for the Bonds, unless a shorter period shall be satisfactory to the Paying Agent/Registrar, shall notify the Paying Agent/Registrar of such redemption and of the principal amount of Current Interest Bonds or Maturity Amount of Capital Appreciation Bonds, as applicable, to be redeemed.

Section 4.03. Mandatory Sinking Fund Redemption.

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

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

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

Section 4.04. Partial Redemption.

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

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

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

Section 4.05. Notice of Redemption to Owners.

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

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

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

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

Section 4.06. Payment Upon Redemption.

(a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the interest and sinking fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

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

Section 4.07. Effect of Redemption.

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

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

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

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01. Appointment of Initial Paying Agent/Registrar.

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

(b) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the President and Secretary of the Board, one or more Paying Agent/Registrar Agreements, specifying the duties and responsibilities of the District and the Paying Agent/Registrar, in the substantially final form presented herewith and hereby

approved, with such changes as may be necessary or desirable to conform to the terms of the Bonds and approved by the Authorized Officer, such approval to be evidenced by the execution thereof.

Section 5.02. Qualifications. Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve and perform the duties and services of paying and registrar for the Bonds.

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

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

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

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

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

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

ARTICLE VI

FORM OF THE BONDS

Section 6.01. Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State of Texas to accompany the Initial Bonds, the Certificate of the Paying Agent/Registrar, the Assignment form and the Certificate of the Permanent School Fund

Guarantee to appear on each of the Bonds (i) shall be substantially in the forms set forth in Exhibit A attached hereto, with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any reproduction of an opinion of counsel) thereon as, consistently herewith, may be determined by the District or by the officers executing such Bonds, as evidenced by their execution thereof.

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

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

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

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

ARTICLE VII

SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01. Sale of Bonds, Official Statement.

(a) The Bonds shall be sold to the Underwriters or the Purchasers at a negotiated or a competitive sale in one or more series or subseries from time to time in accordance with the terms of this Order. As authorized by Chapters 1207 and 1371, the Authorized Officer is hereby authorized to act on behalf of the District in selling and delivering the Bonds and in carrying out the other procedures specified in this Order, including determining whether the Bonds shall be sold pursuant to a negotiated or competitive sale and, in accordance with this Section 7.01, the Purchaser or Underwriters of the Bonds, the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, from time to time, whether such Bonds shall be issued as new money bonds, refunding bonds and/or combination new money and refunding bonds, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the selection of the specific maturities or series of Refunded Bonds from the list of Refunded Bond Candidates, the aggregate principal amount of Refunded Bonds, the aggregate principal amount

of Bonds to be issued by the District, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District and shall be subject to mandatory sinking fund redemption, acquisition of the Permanent School Fund Guarantee for the Bonds, retaining the verification agent, whether or not the Bonds will be designated as qualified tax-exempt obligations, whether the Bonds will be issued as tax-exempt or taxable bonds, the selection of the Underwriters and all other matters relating to the issuance, sale and delivery of the Bonds and the refunding of the Refunded Bonds, all of which shall be specified in the Pricing Certificate; subject to the following conditions:

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

(ii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the limits described in that Section, and the Bonds sold for the purposes of refunding the Refunded Bonds shall be in an amount sufficient, in combination with the net premium from the sale of the Bonds, plus other available funds of the District, if any, to provide for the refunding of the Refunded Bonds to be selected from the Refunded Bond Candidates identified in Schedule I hereto and the costs and expenses of issuance of the Bonds, including underwriter's discount;

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

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

(v) the refunding Bonds authorized to be issued pursuant to Section 3.01(a) shall mature not later than the final maturity of the Refunded Bonds being refunded; and

(vi) the new money Bonds authorized to be issued pursuant to Section 3.01(b) shall mature not later than August 15, 2049.

If the Bonds are sold in a negotiated sale, the Authorized Officer is hereby authorized and directed to execute and deliver on behalf of the District a bond purchase contract (the "Purchase Contract"), providing for the sale of the Bonds to the Underwriters, in such form as determined by the Authorized Officer. The Authorized Officer is hereby authorized and directed to approve the final terms and provisions of the Purchase Contract in accordance with the terms of the Pricing Certificate and this Order, such approval being evidenced by its execution thereof by the Authorized Officer. If the Bonds are sold in a competitive sale, the Authorized Officer is authorized to, in conformity with this Order, approve the terms, conditions and specifications for the sale of the Bonds in the Notice of Sale. The Authorized Officer is further authorized to award the sale of the Bonds to the purchaser submitting a bid form conforming to the specifications set forth in the Notice of Sale which produces the lowest true interest cost to the District. All officers, agents and representatives of the District are hereby authorized to do any

and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Bonds shall initially be registered in the name of the Underwriter or Representative (if the Bonds are sold in a negotiated sale) or to the Purchaser (if the Bonds are sold in a competitive sale), as applicable, or such other entity as may be specified in the Pricing Certificate.

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

(c) The Authorized Officer is hereby authorized and directed to cause to be prepared on behalf of the District a Preliminary Official Statement and a Notice of Sale (to be used if the Bonds are sold in a competitive sale) for use in the initial offering and sale of the Bonds. The District hereby authorizes the Authorized Officer to approve the final form and content and distribution of the Preliminary Official Statement and the Notice of Sale prepared for use in the initial offering and sale of the Bonds and to certify or otherwise represent that the Preliminary Official Statement is a “deemed final” official statement as of its date (except for the omission of pricing and related information) within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934, as amended, with such changes, modifications and completions as may be required upon pricing and approved by the Authorized Officer (the “Official Statement”). The use and distribution of the Preliminary Official Statement in the public offering of the Bonds by the Underwriters or the Purchasers, as applicable, are hereby authorized. The District hereby authorizes the preparation of a final Official Statement (the “Official Statement”) reflecting the terms of the Purchase Contract (if the Bonds are sold in a negotiated sale) or the winning bid form (if the Bonds are sold in a competitive sale) and other relevant information. The use of such final Official Statement by the Underwriters or Purchaser, as applicable (in the form and with such appropriate variations as shall be approved by the Authorized Officer) is hereby approved and authorized and the proper officials of the District are authorized to sign such Official Statement. The Secretary of the Board is hereby authorized and directed to include and maintain a copy of the Preliminary Official Statement and the Official Statement and any addenda, supplement or amendment thereto thus approved among the permanent records of this meeting.

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

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

Section 7.02. Control and Delivery of Bonds.

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

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

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

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; INVESTMENTS

Section 8.01. Creation of Funds.

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

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

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

Section 8.02. Interest and Sinking Fund.

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

(b) If the amount of money in the Interest and Sinking Fund is at least equal to the aggregate principal amount of the outstanding Current Interest Bonds plus the aggregate amount of interest due and that will become due and payable on such Current Interest Bonds, plus the

Maturity Amount due and that will become due and payable on the Capital Appreciation Bonds, no further deposits to that fund need be made.

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

Section 8.03. Construction Fund.

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

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

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

Section 8.05. Investments.

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

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

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

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

ARTICLE IX

PARTICULAR REPRESENTATIONS AND COVENANTS

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

Section 9.02. Other Representations and Covenants.

(a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District

will promptly pay or cause to be paid Debt Service on the dates and at the places and manner prescribed in such Bond; and the District will, at the times and in the manner prescribed by this Order, deposit or cause to be deposited the amounts of money specified by this Order.

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

Section 9.03. Federal Tax Matters.

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

(b) No Private Activity Bonds. The District covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be “private activity bonds” within the meaning of section 141 of the Code. Furthermore, the District will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a “private activity bond” unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

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

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

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

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

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

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

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

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

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

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

ARTICLE X

DISCHARGE

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

ARTICLE XI

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

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

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

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

ARTICLE XII

PERMANENT SCHOOL FUND GUARANTEE

Section 12.01. Permanent School Fund Guarantee. The District will apply for and expects to receive approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on certain series of the Bonds, as specified in the

Pricing Certificate relating to such Bonds (the “PSF Guaranteed Bonds”), to be guaranteed by the Permanent School Fund of the State of Texas, subject to compliance with the Texas Education Agency’s rules and regulations. If the PSF Guaranteed Bonds are defeased, the guarantee of the PSF Guaranteed Bonds will be removed in its entirety and, in case of default and in accordance with Texas Education Code §45.061, the Comptroller of Public Accounts will withhold the amount paid, plus interest, from the first state money payable to the District in the following order: foundation school fund, available school fund. In connection with the guarantee of the PSF Guaranteed Bonds by the Permanent School Fund, the District, hereby certifies and covenants that

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

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

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

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Definitions of Continuing Disclosure Terms. As used in this Article, the following terms have the meanings assigned to such terms below:

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

“MSRB” means the Municipal Securities Rulemaking Board.

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

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

Section 13.02. Annual Reports.

(a) The District shall provide annually to the MSRB, (1) within six months after the end of each fiscal year of the District, financial information and operating data with respect to the District of the general type included in the final Official Statement, being information of the

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

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

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

Section 13.03. Material Event Notices.

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. Modifications to rights of the holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership or similar event of the District;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

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

(b) The District shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the District to provide required annual financial information and notices of material events in accordance with Section 13.02 and section (a) above. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 13.04. Limitations, Disclaimers and Amendments.

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

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

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

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

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

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as

such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.02 an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

ARTICLE XIV

DEFAULT AND REMEDIES

Section 14.01. Events of Default. Each of the following occurrences or events for the purpose of this Order is hereby declared to be an Event of Default:

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

Section 14.02. Remedies for Default.

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

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

Section 14.03. Remedies Not Exclusive.

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

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

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

ARTICLE XV

AMENDMENTS TO ORDER AND PRICING CERTIFICATE

Section 15.01. Amendments to Order and Pricing Certificate.

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

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

(c) Without the consent of the Owners of all of the Bonds then outstanding, no amendment, addition or rescission may (i) extend the time or times of payment of the principal of and interest on the Bonds, (ii) reduce the principal amount thereof, the redemption price, or the rate of interest or yield to maturity thereon, or in any other way modify the terms of payment of the principal of and interest on the Bonds; (iii) give any preference to any Bonds over any other Bond, or (iv) reduce the aggregate principal amount of Bonds required to be held by Owners for consent to any such amendment, addition or rescission.

Section 15.02. Nonsubstantive Changes to Order and Pricing Certificate. With the concurrence of the Authorized Officer, Bond Counsel is authorized to make such nonsubstantive changes to this Order and to the Pricing Certificate to the extent required to comply with the rules and requests of the Attorney General of Texas in connection with his approval of the Bonds.

ARTICLE XVI

MISCELLANEOUS

Section 16.01. Changes to Order. The Authorized Officer, in consultation with Bond Counsel, is hereby authorized to make changes to the terms of this Order if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of Texas.

Section 16.02. Partial Invalidity. If any section, paragraph, clause or provision of this Order shall for any reason be held to be invalid or unenforceable, the invalidity or

unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Order.

Section 16.03. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Order, against any official or employee of the District or any person executing any Bonds.

PASSED, APPROVED AND EFFECTIVE on October 21, 2019.

Secretary, Board of Trustees
Little Elm Independent School District

President, Board of Trustees
Little Elm Independent School District

[SEAL]

*Signature Page for Bond Order
Little Elm ISD 2019*

SCHEDULE I

SCHEDULE OF REFUNDED BOND CANDIDATES

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

Unlimited Tax School Building Bonds, Series 2008-A

Unlimited Tax Refunding Bonds, Series 2008-B

Unlimited Tax Refunding Bonds, Series 2010

Unlimited Tax School Building and Refunding Bonds, Series 2012

Unlimited Tax School Building and Refunding Bonds, Series 2013

EXHIBIT A

FORM OF CURRENT INTEREST BOND

(a) Form of Current Interest Bond.

REGISTERED

No. _____

REGISTERED

\$ _____

United States of America
State of Texas
Denton County

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

CURRENT INTEREST BOND

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

_____ % _____ _____ _____

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

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

_____ DOLLARS

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

The principal of this Bond shall be payable without exchange or collection charges in
lawful money of the United States of America upon presentation and surrender of this Bond at

¹ Insert from Officers Pricing Certificate.

² Insert from Officers Pricing Certificate.

³ Insert from Officers Pricing Certificate.

⁴ Insert from Officers Pricing Certificate.

the corporate trust office of _____⁵, _____⁶, Texas, or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the “Record Date,” which shall be the 15th day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a “Special Record Date”) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the special payment date of the past due interest (the “Special Payment Date,” which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last day next preceding the date of mailing of such notice.

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

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of _____⁷, issued in the aggregate principal amount of \$_____⁸, in part as (i) \$_____⁹ original principal amount of Current Interest Bonds and (ii) \$_____¹⁰ Capital Appreciation Bonds (herein referred to as the “Bonds”), issued pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for the purposes of [(i) refunding certain outstanding unlimited tax obligations of the District, (ii) constructing, improving, renovating and equipping school buildings of the District and the purchase of necessary sites therefor and purchasing school buses and (iii) paying the costs of issuing the Bonds.] This Bond is a Current Interest Bond.

⁵ Insert from Officers Pricing Certificate.

⁶ Insert from Officers Pricing Certificate.

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

⁹ Insert from Officers Pricing Certificate.

¹⁰ Insert from Officers Pricing Certificate.

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

The District has reserved the option to redeem the Bonds maturing on and after _____¹¹, in whole or in part before their respective scheduled maturity dates, on _____¹², or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the District shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or other method that results in random selection the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on _____¹³ (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the District, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

<u>Term Bonds Maturing</u> _____	
<u>Redemption Date</u> _____ ¹⁴	<u>Principal Amount</u> _____ ¹⁵

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

Not less than thirty (30) days prior to a redemption date for the Bonds, the District shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration

¹¹ Insert from Officers Pricing Certificate.

¹² Insert from Officers Pricing Certificate.

¹³ Insert from Officers Pricing Certificate.

¹⁴ Insert from Officers Pricing Certificate.

¹⁵ Insert from Officers Pricing Certificate.

books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

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

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

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

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

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, without limit as to rate

or amount, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the District, including the Bonds, does not exceed any constitutional or statutory limitation.

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

Secretary, Board of Trustees
Little Elm Independent School District

President, Board of Trustees
Little Elm Independent School District

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

16

As Paying Agent/Registrar

Dated: _____

By: _____

¹⁶ Insert from Officers Pricing Certificate.

(c) Form of Assignment

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By:

Authorized Signatory

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

(d) Statement of Permanent School Fund Guarantee.

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

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Little Elm Independent School District of its Unlimited Tax Refunding Bonds, Series _____¹⁷, dated _____¹⁸, in the principal amount of \$_____¹⁹ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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

[Name of Commissioner]
Commissioner of Education State of Education

¹⁷ Insert from Officers Pricing Certificate.

¹⁸ Insert from Officers Pricing Certificate.

¹⁹ Insert from Officers Pricing Certificate.

(e) Initial Current Interest Bond Insertions

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

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

2. in the first paragraph the words “on the Maturity Date specified above, the sum of _____ DOLLARS” shall be deleted and the following will be inserted: “on _____²⁰ in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:

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

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

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

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

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY HAND AND SEAL OF OFFICE this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

²⁰ Insert from Officers Pricing Certificate.

EXHIBIT B

FORM OF CAPITAL APPRECIATION BOND

(a) Form of Capital Appreciation Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas
Denton County

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

CAPITAL APPRECIATION BOND

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

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

or registered assigns, on the Maturity Date specified above, the Maturity Amount of this Bond, being the sum of

_____ DOLLARS

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

¹ Insert from Officers Pricing Certificate.

² Insert from Officers Pricing Certificate.

³ Insert from Officers Pricing Certificate.

⁴ Insert from Officers Pricing Certificate.

⁵ Insert from Officers Pricing Certificate.

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

The Maturity Amount of this Bond shall be payable on the Maturity Date shown above, without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in _____¹¹, Texas, or at such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of the _____¹², the initial Paying Agent/Registrar, or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor.

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

This Bond is one of a series of fully registered bonds specified in the title hereof, dated as of the _____¹³, issued in the aggregate principal amount of \$_____¹⁴ in part as (i) \$_____¹⁵ original principal amount of Current Interest Bonds and (ii) \$_____¹⁶ Capital Appreciation Bonds, pursuant to a certain order (the “Bond Order”) adopted by the Board of Trustees of the District and a pricing certificate executed pursuant to the Bond Order (the “Pricing Certificate,” and, together with the Bond Order, the “Order”), for the purposes of [(i) refunding certain outstanding unlimited tax obligations of the District, (ii) constructing, improving, renovating and equipping school buildings of the District and the purchase of necessary sites therefor and purchasing school buses, and (iii) paying the costs of issuing the Bonds.] This Bond is a Capital Appreciation Bond.

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

As provided in the Order, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is

⁶ Insert from Officers Pricing Certificate.

⁷ Insert from Officers Pricing Certificate.

⁸ Insert from Officers Pricing Certificate.

⁹ Insert from Officers Pricing Certificate.

¹⁰ Insert from Officers Pricing Certificate.

¹¹ Insert from Officers Pricing Certificate.

¹² Insert from Officers Pricing Certificate.

¹³ Insert from Officers Pricing Certificate.

¹⁴ Insert from Officers Pricing Certificate.

¹⁵ Insert from Officers Pricing Certificate.

¹⁶ Insert from Officers Pricing Certificate.

acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

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

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

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

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

Secretary, Board of Trustees
Little Elm Independent School District

President, Board of Trustees
Little Elm Independent School District

[SEAL]

(a) Form of Certificate of Paying Agent/Registrar

CERTIFICATE OF PAYING AGENT/REGISTRAR

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

17

As Paying Agent/Registrar

Dated: _____ By: _____

(b) Form of Assignment

ASSIGNMENT

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

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

Dated: _____

Signature Guaranteed By:

Authorized Signatory

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

¹⁷ Insert from Officers Pricing Certificate.

(c) Initial Capital Appreciation Bond Insertions

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

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

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

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

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

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

(d) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

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

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

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

Comptroller of Public Accounts
of the State of Texas

¹⁸ Insert from Officers Pricing Certificate.

(e) Statement of Permanent School Fund Guarantee.

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

PSF CERTIFICATE

Under the authority granted by Article 7, Section 5 of the Texas Constitution and Subchapter C of Chapter 45 of the Texas Education Code, the payment, when due, of the principal of and interest on the issuance by the Fort Bend Independent School District of its Unlimited Tax Refunding Bonds, _____¹⁹, dated _____²⁰, in the principal amount of \$_____²¹ is guaranteed by the corpus of the Permanent School Fund of the State pursuant to the bond guarantee program administered by the Texas Education Agency. This guarantee shall be removed in its entirety upon defeasance of such bonds.

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

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

[Name of Commissioner]
Commissioner of Education State of Texas

¹⁹ Insert from Officers Pricing Certificate.

²⁰ Insert from Officers Pricing Certificate.

²¹ Insert from Officers Pricing Certificate.

(f) Table of Accreted Values.

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

TABLE OF ACCRETED VALUES

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

CERTIFICATE FOR ORDER

THE STATE OF TEXAS §
COUNTY OF DENTON §

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

1. The Board of Trustees of Little Elm Independent School District convened in a regular meeting on the 21st day of October, 2019, at the regular meeting place thereof, within said District, and the roll was called of the duly constituted officers and members of said Board, to wit:

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

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

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

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

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

2. A true, full and correct copy of the aforesaid order adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said order has been duly recorded in said Board’s minutes of said meeting; that the above and

Certificate for Order Authorizing Bonds

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

SIGNED AND SEALED this October ____, 2019.

Secretary, Board of Trustees
Little Elm Independent School District

[SEAL]

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other				
10-21-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Subject:	2019/20 CAPITAL OUTLAY PROJECTS								
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services								
Policy/Code:	CV(LEGAL);CVF(LEGAL);CVB(LEGAL)								
Summary:	The Administration is seeking the consideration and approval of capital outlay projects for sports field electrical work and replacement of concession building concrete at Little Elm High School. Scope includes the rerouting of electrical lines and panels that serve the baseball, softball and tennis areas, as well as replacement of concrete around the existing concession building.								
Financial Implications:	<p>The total projected request for the Capital Outlay Projects is \$92,903.00. A breakdown cost for each project is as follows:</p> <table><tbody><tr><td>LEHS Sports Field Electrical</td><td>\$64,735.00</td></tr><tr><td>LEHS Concession Concrete</td><td>\$28,168.00</td></tr></tbody></table> <p>Budgets include allowances, contingencies, bonds & insurance as required by Board Policy.</p>					LEHS Sports Field Electrical	\$64,735.00	LEHS Concession Concrete	\$28,168.00
LEHS Sports Field Electrical	\$64,735.00								
LEHS Concession Concrete	\$28,168.00								
Attachments:	Operational Services Budgets Vendor Proposals								

Recommendation: The Administration recommends the Board approve the 2019/20 Capital Outlay Projects & Budgets as submitted and authorizes the Superintendent or designee to execute final contracts.

Motion: I move that the Board approve the 2019/20 Capital Outlay Projects & Budgets as submitted and authorizes the Superintendent or designee to execute final contracts.



2019/20 CAPITAL OUTLAY PROGRAM BUDGET ANALYSIS

Project:	\$2,000,000.00	AVAILABLE FUNDS	Vendor
Emergency Chavez Elementary Roof Top Units	\$40,689.00		SFCC
Emergency Lakeside Middle School RTU's	\$91,524.00		Air Check & Lennox
Lobo Stadium Graphics 2	\$24,351.00		Fast Signs
Prestwick Forensic Study	\$30,000.00		Hidell & Associates
Little Elm High School Landscaping	\$14,500.00		Haven Landscaping
Oct'19 Little Elm High School Electrical Work	\$64,735.00		C&G Electric / Jackson
Oct'19 LEHS Concession Concrete	\$28,168.00		Jackson Construction
Total to Date:	\$293,967.00		
Technology Allowance	\$200,000.00		
Safety & Security Allowance	\$200,000.00		
Total Remaining:	\$1,306,033.00		



BUDGET

Little Elm High School Electrical

Fixed

Description	Budget Amount
Construction Activities	\$62,435
C&G Electric	\$58,079
Bonds & Insurance Allowance @2.5%	\$1,452
Construction Contingency @ 5%	\$2,904
A/E Fees	\$0
Third Party Vendors	\$0
Third Party Consultants	
Permits & Fees	\$0
Legal	\$0
Other	
Miscellaneous Costs	\$300
Printing	
Total Project Cost	\$62,735
Owner's Contingency	\$2,000
Owner's Contingency	\$2,000
Total Project Budget	\$64,735

Proposal

C & G

ELECTRIC, INC.

Electric Contractors

TECL: 17377

2901 FM 156 North, Krum, Texas 76249

(940) 566-0711

(940) 387-4331

Fax (940) 387-1172

PROPOSAL SUBMITTED TO

Jackson Construction

TO THE ATTENTION OF

Rosy Criales / Lanny Jones

STREET

409 S. Stephens Street

CITY/STATE/ZIP

Quilman, Texas 75783

PLANS BY

PROJECT

JOB NAME

Little Elm ISD Athletic Facility

1900 Walker Lane

JOB LOCATION

Little Elm, Texas

DATE

September 25, 2019

Change Proposal #2:

Per PCR002 ET - Revisions around softball

- 1.) Relocated the power and the data conduits to the associated press box in lieu of the concession building for the football / baseball fields.
Note: The sum of the total distance conduit / wiring for the aforementioned change is actually less, but additional LB's, boxes, nipples, lock nuts and bushings offsets the savings.
- 2.) Add power and data for a scoreboard added to the softball field.
- 3.) Install new feeder, panels and transformer for the tennis courts.
- 4.) Rework the conduit and replace the wiring to the bases of the tennis courts lighting and also to the receptacles. Install lighting control.

QTY	UNIT	DESCRIPTION	UNIT PRICE	MATERIAL	LABOR	SUBCONTRACTOR
		Item #1 - No Charge				
		Item #2 - Softball Scoreboard				
1220	feet	2" PVC	\$0.65	\$793.00	\$9.00	
1	lot	45°, Fittings, glue	\$85.00	\$85.00	4.00	
20	feet	2" Rigid	\$5.55	\$111.00	2.00	
12	each	2" Rigid 90°	\$20.00	\$240.00	6.00	
1	lot	Rigid fittings / strips	\$32.00	\$32.00	2.00	
900	feet	#4 THHN (cu)	\$0.64	\$576.00	9.00	
450	feet	#10 THHN (cu)	\$0.18	\$81.00	2.00	
1	each	Quazite pull box	\$260.00	\$260.00	3.00	
1	each	Fused disconnect	\$280.00	\$280.00	1.00	
1	lot	Strut rack	\$80.00	\$80.00	2.00	
1	lot	Trenching / compaction	\$600.00	\$600.00	16.00	
1	lot	String	\$10.00	\$10.00	1.00	
		Item #3 - Tennis Courts Service				
1	each	3 Pole 200 Amp breaker 480 volt	\$720.00	\$720.00	0.50	
1	lot	Gear / Transformer	\$4,560.00	\$4,560.00	20.00	
1	lot	Pipe / Strut rack	\$410.00	\$410.00	6.00	
1	each	Quazite pull box	\$260.00	\$260.00	3.00	
20	feet	2 1/2" Rigid	\$1.10	\$22.00	3.00	
5	each	2 1/2" Rigid 90°	\$20.00	\$100.00	3.00	
1	lot	Rigid fittings / straps	\$46.00	\$46.00	2.00	
480	feet	2 1/2" PVC	\$0.96	\$460.80	26.00	
1	lot	2 1/2" PVC fittings / glue	\$44.00	\$44.00	2.00	
2040	feet	3/0 THHN (cu)	\$2.30	\$4,692.00	55.00	
510	feet	#6 THHN (cu)	\$0.42	\$214.20	4.60	
10	feet	1" Sealtight	\$1.50	\$15.00	0.60	
1	lot	Sealtight connectors / straps	\$7.00	\$7.00	0.50	
60	feet	#8 THHN	\$0.28	\$16.80	0.30	
10	feet	2" Sealtight	\$4.50	\$45.00	0.80	
1	lot	2" Sealtight connectors / straps	\$24.00	\$24.00	1.00	
80	feet	1/0 THHN (cu)	\$1.50	\$120.00	1.70	
20	feet	#6 THHN	\$0.42	\$8.40	0.50	
1	each	Ground rod, wire, clamps	\$30.00	\$30.00	2.00	
1	lot	Trenching / compaction / boring	\$1,600.00	\$1,600.00	30.00	


Item #4 - Tennis Court Light / Plugs / Controls					
100	feet	1" Rigid conduit	\$2.74	\$274.00	6.00
32	each	1" Rigid conduit 90°	\$8.00	\$256.00	8.00
1	lot	1" Rigid conduit fittings / straps	\$56.00	\$56.00	4.00
8	each	8x8x4 PVC j-box	\$18.00	\$144.00	6.00
8	each	1" TH and gaskets	\$12.00	\$96.00	3.00
60	feet	1" Sealtight	\$1.50	\$90.00	3.00
1	lot	1" Sealtight fittings	\$56.00	\$56.00	2.00
2200	feet	1" PVC	\$0.32	\$704.00	77.00
1	lot	PVC fittings / glue	\$41.00	\$41.00	3.00
1250	feet	#6 THHN	\$0.42	\$525.00	11.00
2860	feet	#8 THHN	\$0.28	\$800.80	23.00
3300	feet	#10 THHN	\$0.18	\$594.00	23.00
1	lot	18x18x8xN3 hinged w/ backplate, contactors, time clock, keyed switches	\$1,130.00	\$1,130.00	9.00
1	lot	Misc. nipples, locknuts and control wiring	\$32.00	\$32.00	4.00
1	lot	Trenching / compaction	\$900.00	\$900.00	32.00
MATERIAL				\$22,242.00	483.50
Sales Tax			\$0.00	\$0.00	
484	hrs	LABOR	\$40.00	\$19,340.00	
45.00	%	Payroll Taxes/Insurance	\$19,340.00	\$8,703.00	
Subtotal				\$50,285.00	
10.00	%	Overhead	\$50,285.00	\$5,028.50	
Subtotal				\$55,313.50	
5.00	%	Profit	\$55,313.50	\$2,765.68	
Subtotal				\$58,079.18	
Subcontract				\$0.00	
5.00	%	Profit on Subcontract	\$0.00	\$0.00	
Subtotal				\$58,079.18	
Total Add to Contract				\$58,079.00	
Add 600 contract days					

It is agreed that in arriving at the above prices for labor and materials it is contemplated by the parties that the same will be paid to the order of C & G Electric, Inc. at its place of business in Denton, Texas, promptly as provided herein, and in the event same is not so paid we agree to pay interest at twelve (12%) percent on same amount from its due date and in the event the same is collected through suit or through an Attorney, the Probate Court or Bankruptcy Court, we agree to pay reasonable collection expenses, including but not limited to attorney's fee thereon. If it becomes necessary to file to secure funds under this agreement we hereby agree to reimburse C & G Electric, Inc., for expenses incurred in the preparation of said lien the sum of \$300.00, in addition to the foregoing reasonable collection expenses, including but not limited to attorney's fees.

C & G ELECTRIC, INC. PROVIDES COMPREHENSIVE GENERAL LIABILITY, WORKER'S COMPENSATION, AUTOMOBILE LIABILITY AND EXCESS LIABILITY INSURANCE COVERAGE. A CERTIFICATE IS AVAILABLE ON REQUEST.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation.

Authorized
Signature


Bradley J. Carrell, President

Note: This proposal may be withdrawn
by us if not accepted within 30 days.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.
Date of Acceptance: _____

Signature _____

Signature _____



BUDGET

LEHS Concession Concrete

Description	Fixed Budget Amount
Construction Activities	\$26,168
Jackson Construction	\$26,168
A/E Fees	\$0
Third Party Vendors	\$0
Third Party Consultants	
Permits & Fees	\$0
Legal	\$0
Other	
Miscellaneous Costs	\$0
Printing	
Total Project Cost	\$26,168
Owner's Contingency	\$2,000
Owner's Contingency	\$2,000
Total Project Budget	\$28,168

Little Elm High School Athletic Complex
Little Elm I.S.D.
October 11, 2019



COST ESTIMATE SUMMARY

CSI	ITEM	SUB NAME	NOTES	BASE PROPOSAL
03	Concrete at Existing Concession Building - Removal & Replacement	JDS Concrete		\$ 18,922.00
31	Drainage Material	Jackson		\$ 3,000.00
32	Grading & Sod	Jackson		\$ 3,000.00
SUBTOTAL				\$24,922
	Contractor's Contingency			Excluded
	General Conditions			Excluded
	General Liability Insurance			Excluded
	Builders Risk Insurance			Excluded
	Bond			Excluded
	Fee			\$1,246
ESTIMATE TOTAL:				\$26,168

JDS

CONTRACTORS, LLC

701 Hanover Drive #300
Grapevine, TX 76051

SUBCONTRACTOR CHANGE ORDER REQUEST

PROJECT NAME: <u>Little Elm ISD Athletic Complex</u>	C.O.R. NO.: <u>001</u>
PROJECT NO: <u>2019-015</u>	DATE: <u>10/10/19</u>
GENERAL CONTRACTOR: <u>Jackson Construction</u>	REFERENCE: <u>Lanny's Email on 10.9.19</u>
ATTENTION: <u>Lanny Jones</u>	Requesting Pricing

DESCRIPTION OF CHANGE:

Furnish labor, equipment, materials to prep and pour approx. 1,600 SF of steel reinforced concrete sidewalks. Install approx. 36LF of trench drain (drain Provided by others)
Demo and Removal 1,800 /sf of existing sidewalk @ \$2.50/sf = \$4,500.00
Sidewalks 1,600 SF @ \$6.12 total \$9,792.00
Trench Drain 36LF @ \$60.00 total \$2,160.00
Price excludes sod and landscaping

Subcontractor Direct Costs

Additive Costs

Labor	\$7,171.20
Materials	\$4,780.80
Equipment	\$750.00
Demo	\$4,500.00

Subtotal of Additive Cost	\$17,202.00
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Deductive Costs (use minus sign to denote negative figures)

Labor	
Material	
Equipment	

Subtotal of Deductive Cost	\$0.00
----------------------------	--------

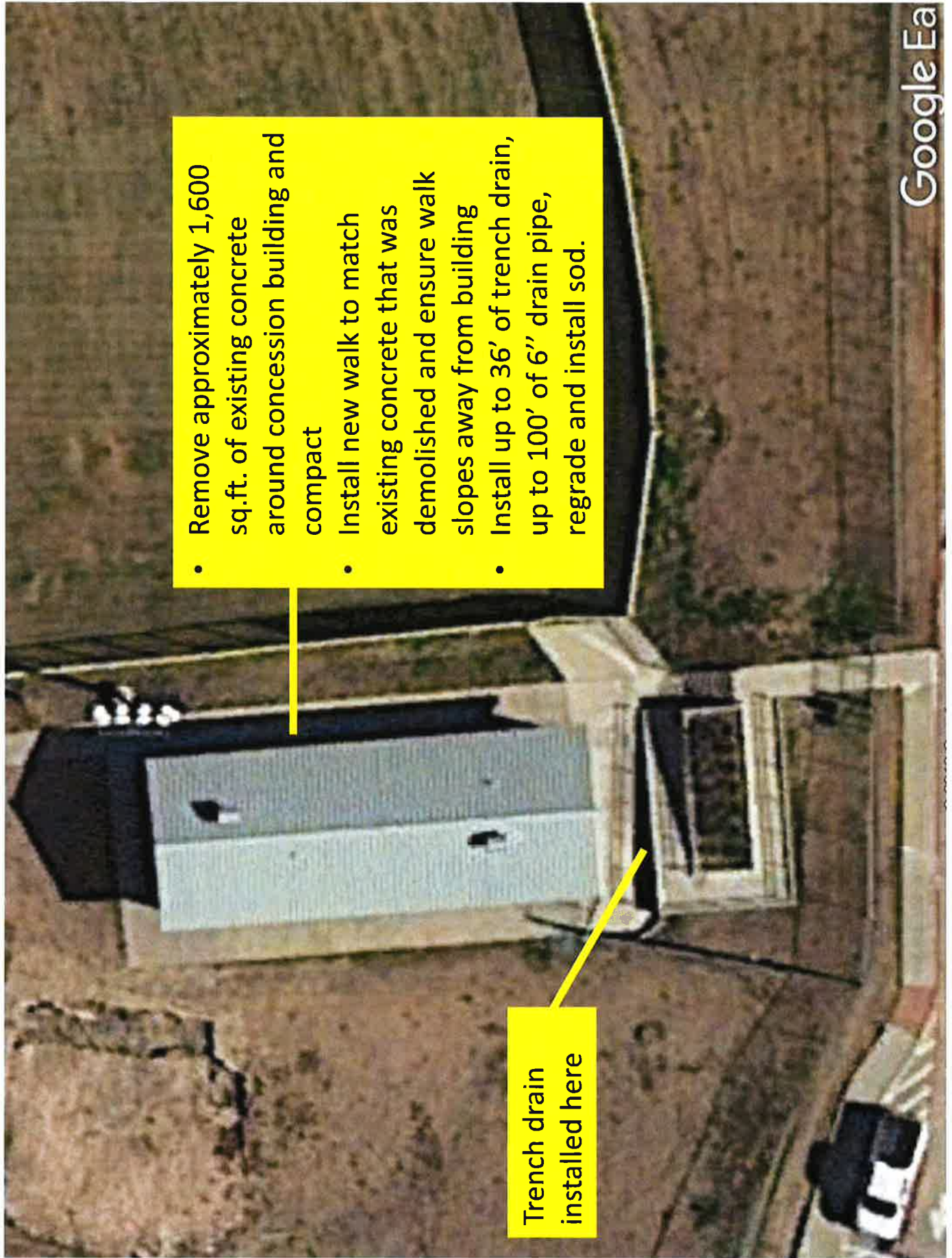
Subcontractor's Total Direct Cost (Line D + H)	\$17,202.00
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Subcontractor's Mark-up	10% \$1,720.20
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Total Subcontractor Change Request	\$18,922
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Shawn Beck

Project Manager



- Remove approximately 1,600 sq.ft. of existing concrete around concession building and compact
- Install new walk to match existing concrete that was demolished and ensure walk slopes away from building
- Install up to 36' of trench drain, up to 100' of 6" drain pipe, regrade and install sod.

Trench drain
installed here

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 10-21-19	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	MAXIMUM CLASS SIZE EXEMPTIONS - CLASS SIZE WAIVERS				
Presenter or Contact Person:	Dr. Chad Teague, Executive Director for Human Resource Services				
Policy/Code:	BF(LEGAL)				
Summary:	<p>In grades K-4, the class size maximum is 22. Currently we have four campuses that have class sizes above the 22 student limit. We are requesting for approval to submit a class size waiver for the following classrooms that exceeded the 22 limit since the previously submitted waiver:</p> <p>Brent:</p> <ul style="list-style-type: none">Kindergarten - Allison <p>Chavez:</p> <ul style="list-style-type: none">1st Grade - Lux <p>Hackberry</p> <ul style="list-style-type: none">Kindergarten - Harper				
Financial Implications:	N/A				
Attachments:	N/A				

Recommendation: | The Administration recommends approval to submit a class size waiver request to the Texas Education Agency.

Motion: | I move the Board approve the request to submit a class size waiver request to the Texas Education Agency.

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 10/21/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	RYHT GRANT OPPORTUNITY				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	N/A				
Summary:	<p>Raising Blended Learners is a grant opportunity for districts in Texas by Raise Your Hand Texas. Through a year-long competitive consideration process, the Raise Your Hand Texas Foundation selects winning districts to serve as proof points for the effective implementation of blended learning. Over three years of implementation, these districts receive grant funding and technical assistance to pilot, scale, and sustain blended learning. Together these districts represent a mix of small and large, urban and rural, public school districts and public charter schools and each seek to apply blended learning strategies to remedy a specific challenge in their schools.</p> <p>LEISD has made the first cut of districts competing for the grant up to \$300,000 to be awarded in the spring.</p>				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	RBL 2019 Grant Summary				

Recommendation: | The Administration recommends approval of submission of the grant application and support of the grant if awarded.

Motion: | I move the Board approve the submission of the grant application and support of the grant if awarded.



RAISING **BLENDED** LEARNERS®

A RAISE YOUR HAND TEXAS® FOUNDATION INITIATIVE

A demonstration initiative showcasing strategies for using blended learning to personalize instruction, thereby improving student achievement, particularly among schools and districts with persistent achievement gaps.



KEY DATES

The Raise Your Hand Texas® Foundation has tried to anticipate every detail of this initiative from the start. Note, however, dates may change. Please reference RaisingBlendedLearners.org for updates and alerts.

MAY 1, 2019

Application opens online. Districts across Texas are invited to apply to be among the 75 teams to attend an expense-paid training workshop in the fall, where they will receive expert coaching to develop a blended learning plan for possible grant funding of up to \$300,000 and in-kind technical assistance.

AUGUST 1, 2019

End of the team selection process. The Raise Your Hand Texas Foundation will notify the 75 semi-finalist teams of their invitations to move on to the next round and participate in the fall 2019 blended learning workshops.

SEPTEMBER/OCTOBER 2019

Blended learning fall workshops:

September 17-18 – Group 1, Fort Worth

September 24-25 – Group 2, San Antonio

October 1-2 – Group 3, Houston

NOVEMBER 14, 2019

First draft of blended learning plans are due.

JANUARY 1, 2020

RSVPs are due from teams for the blended learning winter finalist workshop.

FEBRUARY 20, 2020

Finalists' revised drafts of blended learning plans are due.

APRIL - JULY 2020

Regional design studios and pre-implementation trainings take place.

JUNE 30, 2019

Applications are due.

AUGUST 15, 2019

RSVPs from teams for the blended learning fall workshops are due.

OCTOBER/NOVEMBER, 2019

Optional conference calls are available for technical assistance.

DECEMBER 15, 2019

The Raise Your Hand Texas Foundation will announce 30 finalists.

JANUARY 2020

January 22-23: Finalist workshop (Austin)

MARCH 30, 2020

The Raise Your Hand Texas Foundation will announce up to 20 winners.

2020-21 SCHOOL YEAR

Demonstration implementations begin.



OVERVIEW OF RAISING BLENDED LEARNERS

Welcome to Raising Blended Learners, the Raise Your Hand Texas Foundation's blended learning initiative. The purpose of this project is to showcase strategies for using blended learning to improve student achievement across diverse student demographics and geographic regions in the state, particularly among schools and districts with persistent achievement gaps.

We are choosing five-person teams from 75 districts across Texas to attend a two-day, expense-paid blended learning workshop in fall 2019. From there, up to 20 teams will be selected to receive up to \$300,000 and intensive technical assistance over three years to implement their blended learning plans.

RAISING
BLENDED
A RAISE YOUR HAND TEXAS® FOUNDATION INITIATIVE **LEARNERS®**

GOALS OF RAISING BLENDED LEARNERS

Raising Blended Learners is a success if it accomplishes these three goals:

1 Student achievement. Our primary goal is to showcase strategies for using blended learning to improve K–12 student achievement across diverse student demographics and geographic regions in the state, particularly among schools and districts with persistent achievement gaps. We invite applicants to define student achievement according to the goals and priorities most important to their students. For example, one team might set the goal of raising overall scores on the STAAR test by a specific percentage within three years. Another might focus on lowering high school dropout rates or accelerating literacy among English language learners. Yet another might target college readiness, as measured by composite ACT test scores or pass rates on Advanced Placement exams.

Additionally, if districts are looking for a place to start, they can apply for blended learning grants across areas in which Raising Blended Learners has previously found the most success in blended learning implementations. These successful areas, or guiding priorities, include:

- K-2 literacy instruction and intervention;
- elementary-level math and eighth grade Algebra I;
- cross-departmental grade level, vertical subject area, and whole-school redesign; and
- non-traditional school experiences, such as alternative school and summer school.



2 Sustainability. The Raise Your Hand Texas Foundation seeks to showcase delivery models that demonstrate long-term sustainability. Recipients of the grant must be able to maintain their projects financially, either through program cost efficiency or by eliminating other unneeded or unsuccessful programs or processes. In some cases the Raise Your Hand Texas Foundation may provide fourth and fifth year matching funds to promote expansion of effective programs across the district or network.

3 Scalability. Districts must articulate how they are addressing a problem that also troubles other schools in the area and how its successful efforts will lift other districts. Districts and charter school networks must present a credible plan to expand early successes across their entire systems.



WHAT IS BLENDED LEARNING?

Any fair look at education technology in U.S. K–12 schools must acknowledge that the nation has spent over \$100 billion on computers in the past few decades with very little to show for it in the way of results.

Blended learning is critically different from—but easily confused with—the much broader trend of equipping classrooms with devices and software. We believe that for Texas to lead the world in student achievement, our schools must be wise enough to look beyond the technology trap and, instead, pursue a more strategic and focused blended learning strategy.

Blended learning has three components:



1. A formal education program in which a student learns at least in part through online learning, with some element of student control over time, place, path, and/or pace. Some element of student control is critical. The technology used for the online learning must shift content and instruction to the control of the student in at least some way for it to qualify as blended learning from the student's perspective, rather than just the use of digital tools from the classroom teacher's perspective.

2. The student learns at least in part in a supervised brick-and-mortar location away from home. In other words, the student attends a physical school with teachers or guides and benefits from the important social, educational, and extracurricular experiences and mentorships that physical campuses can provide.



3. Modalities along each student's learning path are connected to provide an integrated learning experience. Most blended learning programs use a computer-based data system to provide continual formative assessments, track each student's progress, and help to match the modality—whether it is online, one-on-one, or small group—to the appropriate level and topic.

For more on blended learning, see *Blended: Using Disruptive Innovation to Improve Schools*, by Michael Horn and Heather Staker, whose research for the Christensen Institute provides the framework for this initiative.

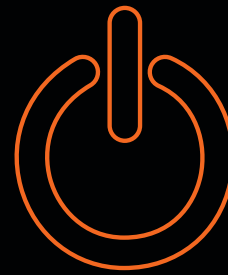
WHY BLENDED LEARNING?

Schools are confronting a design problem. Educators are tasked with helping young learners become college-and-career-ready for the 21st century, but have inherited a classroom model built to prepare the previous generation mainly for factory work in the 20th century. They are told to close the achievement gap, but students who enter their doors represent an increasingly diverse mix with a wide range of learning issues and complicated individual needs. They try painstakingly to differentiate instruction, but tailoring lessons to each child is nearly impossible in a typical classroom with 20 to 35 students and only one teacher.

Today's conventional model of education, in which we batch students in classes and teach the same thing in the same way, is an ineffective way for many children to succeed. Today's students are entering a world in which they need a personalized schooling system.

Personalized learning is learning tailored to an individual student's needs and abilities. All students are held to high expectations, but each student follows a customized path that adapts based on the student's individual progress and goals. Personalized learning is competency-focused. Each student's progress toward clearly defined goals is continually assessed. Students advance and earn credit as soon as they demonstrate mastery.

For decades, the idea of a system that can deliver personalized, competency-based learning to every student has been held up as the gold standard. It's what educators mean when they talk about "student-centered" schools. Today, with the innovation of blended learning, that vision is within reach.



BLENDED LEARNING IS THE ENGINE TO POWER STUDENT-CENTERED LEARNING AT SCALE IN TEXAS.

Blended learning has emerged as the engine to power student-centered learning at scale—that is, across the entire system, not only for the privileged few who can afford a personal tutor. Just as technology enables mass customization in so many parts of our lives, the blend of online learning into school will allow students to learn anytime, any place, any path, and at any pace. It also frees up teachers to become learning designers, mentors, facilitators, tutors, evaluators, and counselors to reach each student in ways never before possible.

The Raise Your Hand Texas Foundation is determined to develop the capacity of school leaders to bring the power of blended learning to their campuses. Together we will harness the best of today's technologies and innovations to raise Texas students to their highest potential and prepare them for the sophisticated demands of the 21st century.

EXPECTATIONS FOR PARTICIPATION

A big-picture, system-wide shift

Our vision for transformation is not merely a few more flipped classrooms. We are seeking a new system-wide vision for teaching and learning that centers on meeting the individual needs and abilities of each student. We are looking for Texas districts that are willing to lead the way in transforming their model into a truly student-centered design.

This is not an initiative for districts with a passing interest in blended learning. Our intent is to select teams that are committed to developing and implementing a multi-year strategy to support blended learning in their schools and expand successful programs system-wide. For more information about what constitutes a blended learning demonstration initiative visit: RaiseYourHandTexas.org/foundation/blended/blended-in-action/.

Full commitment

To achieve this vision, we are asking that each participant commit to the following:

- Join together as a five-person team to enter the contest. The team must include:
 1. The superintendent or his/her designee
 2. The associate superintendent of curriculum & instruction (or similar role)
 3. Principal(s) from each applying campus
- Other recommended skillsets include:
 1. Instruction (teaching and learning)
 2. Technology (infrastructure, hardware, and software at the school and system level)
- Apply to participate by completing the application, which takes roughly two hours and requires input from each team member. This application is available at RaiseYourHandTexas.org/foundation/blended/application/.
- If the Raise Your Hand Texas Foundation invites the team to continue to the next round, all five participants from each team together must attend a two-day blended learning workshop. The in-person training will be held on three dates in September and October 2019.
- Following the workshop, teams are invited to submit a blended learning plan. Developing a high-quality plan will require substantial effort. Teams must signify that they have the support of the school board, superintendent, and district leadership team, as well as the principals, administrative team, and 80 percent of staff in schools of implementation.
- Thirty finalists (chosen in December 2019) are required to commit to two months of intensive technical assistance to fine-tune their plans. Finalists must commit to full participation in these critical planning months, including taking advantage of school-design support and attending an additional in-person convening in January 2020. Final drafts are due February 20, 2020.
- Approximately 20 winning teams will begin to implement their plans during the 2020-21 school year. Winning teams will receive funding and technical assistance over three years as they fulfill mutually agreed-upon milestones. Teams are expected to identify resources and build capacity to expand their efforts system-wide without our financial support after the third year.

- Winners must designate and provide for a project manager who will be available to dedicate at least 50 percent of his/her time to implementing the plan, beginning the spring of 2020.
- Winning teams also must commit to participate in and contribute to the cohort of blended demonstration sites, working together as a community to support each other's blended programs.
- All teams, at every stage of the process, must be willing to share data with a third-party evaluation firm to allow other schools in the state to learn from the collective effort. They must also be willing to allow the Raise Your Hand Texas Foundation staff and its partners to visit their school(s), observe classes, capture photo/video content, and speak with principals, teachers, and students about their vision and challenges with blended learning.

ELIGIBILITY REQUIREMENTS

We are seeking applications from high-functioning, visionary design and implementation teams that share our vision for blended learning as a vehicle toward student-centered learning and student achievement.

To be eligible for the grant, teams must satisfy all of the following conditions:

- Applicants may represent a public school district or charter management organization (CMO) serving grades K-12 in the state of Texas.
- At least 40 percent of students served by the campuses applying must qualify for free and reduced lunch. If a district or CMO is applying, at least 40 percent of students must be free and reduced lunch as an average across the participating campuses; that is, not across the entire district, but rather, only across those campuses participating in the Raising Blended Learners initiative.
- The Raise Your Hand Foundation will ensure the Raising Blended Learners initiative cohort reflects Texas' demographic and geographic diversity to generate the proof points necessary to ignite a statewide mind shift. Accordingly, rural, urban, and suburban districts will be represented to the extent possible.



DEVELOPING BLENDED LEARNING PLANS

Following the blended learning workshops, the 75 teams will be invited to develop and submit their complete blended learning plans. During the workshops, teams will receive specific information about the deliverables and timelines associated with submitting their plans and they will begin to draft their plans. They will also learn how to upload their plans electronically. The following list represents the types of materials the Raise Your Hand Texas Foundation will ask teams to submit as the core components of their plans:

Goals and Vision

- A three-minute, zero-budget video introducing the leadership team, describing the problem(s) the team is hoping to solve through blended learning, and pitching the team's SMART (Specific, Measurable, Assignable, Realistic, and Time-related) goals
- A written narrative detailing the SMART goals and the metrics used to evidence success

Team

- A written narrative that explains the various teams required and listing the people who will serve on those teams
- Verification that a qualified project manager can devote 50 percent of his or her time, beginning in the summer of 2020, to implementing the blended learning plan, in the event that the team's plan is selected for funding
- The team narrative will include verification teams have support from the school board, superintendent, and district leadership team, as well as the principals, administrative team, and staff in schools of implementation

Student Experience

- A written narrative that describes the key experiences the program will provide for students and the plan for re-integrating operations to deliver those experiences

Teachers and Leadership

- Completion of a Campus and District Level Leadership Competency Survey to assess the leadership team's readiness to implement a student-centered system

Physical and Virtual Environment

- An audit of the devices, Wi-Fi access, software licenses, and facilities already available
- A written narrative that describes the plan for improving the physical and virtual infrastructure and space

Blended Models

- A written narrative that describes the blended models to be used and why, as well as a plan to rollout these models across the system

Culture

- A written narrative specifying the processes and priorities the team intends to implement to create the right culture to buttress their plans and how the team will instill this culture

Discovery-Driven Planning

- A list of the most critical assumptions inherent to the plan and a description of how the team plans to test and learn to avoid costly failure

Budgets

- A short-term resource allocation plan identifying available and needed sources of funding to implement the blended learning plan for three years at the school and district/system level
- A longer-term resource allocation plan identifying available and needed sources of funding to expand blended learning efforts for at least two years after the Raise Your Hand Texas Foundation support ends

Scalability

- A written narrative explaining how the plan will expand over time impacting additional campuses and district systems

Terms and conditions

- All grant awards will be contingent on execution of a definitive grant agreement, which will include a set of standard terms and conditions

If your proposal is selected, you will have a very limited amount of time after the notification of award to accept the grant and return the award letter with an appropriate institutional signature.

RAISING BLENDED LEARNERS RESOURCES

Need inspiration to join us on the quest to improve Texas schools with blended learning? Check out the resources available on the Raising Blended Learners website.

- [Raising Blended Learners - Planning Year Report](#)
- [Raising Blended Learners - Year 1 Implementation Report](#)
- [Raising Blended Learners - Year 2 Implementation Report](#)
- [Raising Blended Learners - Profiles of Raising Blended Learners Alumni](#)
- [Raising Blended Learners - Student Voice video series](#)
- [Raising Blended Learners - Voices from the Field video series](#)
- [Raising Blended Learners - Visit a Raising Blended Learners alumni district to see blended learning in action](#)





RaiseYourHandTexas.org

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Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda Item	Reports, Routine Monthly	Other
10-21-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	2019-2020 CAMPUS PERFORMANCE OBJECTIVES				
Presenter or Contact Person:	Dr. Ashley Glover, Director for Assessment and Federal Programs				
Policy/Code:	BQ (LEGAL)				
Summary:	This report provides the Board of Trustees information on the Campus Improvement Plans.				
Financial Implications:	No financial information included in this report.				
Attachments:	District and Campus Performance Objectives				
Recommendation:	The administration recommends approval of the District and Campus Performance Objectives as submitted.				
Motion:	I move the approval of the District and Campus Performance Objectives as submitted.				



District and Campus Performance Objectives 2019-2020

Campus	Campus Objectives	Campus Improvement Plan	Achievement Gap Report
Brent Elementary	Brent Campus Objectives 2019-2020	Brent CIP 2019-2020	Brent Achievement Gap Report
Chavez Elementary	Chavez Campus Objectives 2019-2020	Chavez CIP 2019-2020	Chavez Achievement Gap Report
Hackberry Elementary	Hackberry Campus Objectives 2019-2020	Hackberry CIP 2019-2020	Hackberry Achievement Gap Report
Lakeview Elementary	Lakeview Campus Objectives 2019-2020	Lakeview CIP 2019-2020	Lakeview Achievement Gap Report
Lakeside Middle School	LMS Campus Objectives 2019-2020	LMS CIP 2019-2020	Lakeside Middle School Achievement Gap Report
Little Elm High School (with Zellars/AIMS/GOALS)	LEHS Campus Objectives 2019-2020	LMS CIP 2019-2020	LEHS Achievement Gap Report
Oak Point Elementary	OPE Campus Objectives 2019-2020	Oak Point CIP 2019-2020	Oak Point Elementary Achievement Gap Report
Prestwick Academy	PSA Campus Objectives 2019-2020	PSA CIP 2019-2020	Prestwick Achievement Gap Report



Board Agenda Item

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

Board Mtg. Date 10-21 -19	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:	COSERV EASEMENT FOR STRIKE MIDDLE SCHOOL				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Summary:	Easement needed by service provider for permanent power service to the campus.				
Financial Implications:	There is no financial impact.				
Attachments:	Grant of Easement w/Exhibit.				
Recommendation:	The Administration recommends approval of the Electrical Easement request as presented.				
Motion:	I move the Board approve the request for an electrical easement as presented.				

After Recording, Return to:

Kevin W. Haney
McGinnis Lochridge LLP
c/o 7701 South Stemmons Freeway
Corinth, Texas 76210

For CoServ Use Only:

MAP GRID: _____
WO NO.: 1011230 SO NO.: _____
EASEMENT NO.: _____

ELECTRIC LINE EASEMENT AND RIGHT-OF-WAY

STATE OF TEXAS

§

COUNTY OF DENTON

§

§

KNOW ALL MEN BY THESE PRESENTS:

EFFECTIVE DATE: _____, 2019.

GRANTOR: BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT,
an independent school district and political subdivision of the State of Texas.

GRANTOR'S MAILING ADDRESS (including county): _____

GRANTEE: DENTON COUNTY ELECTRIC COOPERATIVE, INC., d/b/a COSERV ELECTRIC
7701 South Stemmons Freeway
Corinth, Denton County, Texas 76210

CONSIDERATION: The provision of electrical service and/or other benefits inuring to GRANTOR and/or Ten and No/100's dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of some consideration deemed valuable to GRANTOR being hereby expressly acknowledged and accepted by GRANTOR.

EASEMENT PROPERTY: The EASEMENT PROPERTY is that certain tract or tracts of land more particularly described in the attached Exhibit A, incorporated herein by this reference for all purposes, together with the subsurface below and air space above the tract(s) of land.

PROJECT: The PROJECT(s) means underground-type electric transmission and/or electric distribution line or lines, consisting of a variable number and sizes of wires, cables, and circuits, and all necessary or desirable appurtenances, appliances, facilities and equipment (including but not limited to supporting structures, insulators, above-ground padmounted transformers and equipment, and other facilities whether made of wood, metal or other materials).

GRANT: GRANTOR, for the CONSIDERATION received by GRANTOR, hereby grants, sells, and conveys to GRANTEE an EASEMENT appurtenant and Right-of-Way in, upon, and across the EASEMENT PROPERTY, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE'S successors and assigns forever.

PURPOSE: The EASEMENT, right-of-way, rights, and privileges herein granted shall be used for the purpose of providing electric utility service, constructing, placing, operating, maintaining, reconstructing, replacing, relocating, reconstituting, changing the size or nature of, rebuilding, upgrading, expanding, removing, inspecting, patrolling, and/or repairing the PROJECT(s) or any part of the PROJECT(s), and making connections to GRANTEE's electric system. The PURPOSE shall also include use of the EASEMENT, right-of-way, rights and privileges granted herein for any use directly related to the PROJECT(s) or financing of the PROJECT(s), including but not limited to performing archeological, historical, environmental, or other studies. GRANTEE shall have the right to place temporary poles, towers, anchorages, guys, and supporting structures for use in erecting or repairing the PROJECT(s). GRANTEE shall have the right to temporarily use such portions of the property along and adjacent to the EASEMENT PROPERTY and right-of-way as may be reasonably necessary in connection with the PURPOSE stated, or any one or more of them relating to the PROJECT(s), or any part thereof, from time to time; provided, however, that no portion of the PROJECT(s) shall be installed outside the EASEMENT PROPERTY.

ACCESS: GRANTEE shall have the right of pedestrian, equipment, and vehicular ingress and egress at all times upon and across the EASEMENT PROPERTY for the above stated PURPOSE. GRANTEE shall also have the right of pedestrian, equipment, and vehicular ingress and egress over existing roads across the adjacent or remainder property of GRANTOR for the purpose of obtaining access. In the event that access is not reasonably available over existing roads, GRANTEE shall have the right of reasonable pedestrian, equipment, and vehicular ingress and egress over the adjacent property of GRANTOR along any route that is reasonable and appropriate under the circumstances then existing in order to obtain access.

TERM: The EASEMENT, right-of-way, rights, other privileges and access rights granted herein, as well as the covenants made herein, shall be perpetual and appurtenant to the land, unless expressly abandoned by GRANTEE and each of GRANTEE's licensees and/or permittees, if any, for a continuous period of 10 years.

TREES: GRANTEE shall have the right to cut, trim, chemically treat with herbicides, and/or remove trees, shrubs, bushes, brush and vegetation within or adjacent to the EASEMENT PROPERTY or otherwise necessary to realize the PURPOSE herein stated.

STRUCTURES: GRANTOR shall not construct or locate on the EASEMENT PROPERTY any structure, obstruction or improvement, except that GRANTOR shall be permitted to place within the EASEMENT PROPERTY paved driveways, paved parking areas, paved sidewalks, paved walkways, concrete curbing, and landscaping that does not unreasonably restrict or prevent GRANTEE from utilizing the EASEMENT PROPERTY for the stated PURPOSE (collectively, the "PERMITTED IMPROVEMENTS"). Upon the request of GRANTEE, GRANTOR promptly shall remove from the EASEMENT PROPERTY any structure, improvement, or obstruction that GRANTEE determines in its reasonable discretion must be removed in connection with its use of the EASEMENT PROPERTY for the stated PURPOSE; provided, however, if such structure, improvement or obstruction requested to be removed by GRANTEE is a PERMITTED IMPROVEMENT, the cost of removal and the cost to restore and/or replace such PERMITTED IMPROVEMENT shall be borne by GRANTEE. In all other events, the cost of removal of any structures, improvements or obstructions shall be borne by GRANTOR. Additionally, if GRANTOR fails to promptly remove the item requested by GRANTEE, GRANTEE shall have the right to remove same from the EASEMENT PROPERTY with the cost of removal and the cost of any subsequent restoration and/or replacement to be borne by the applicable of GRANTOR or GRANTEE as provided above in this paragraph.

DAMAGES: It is understood and agreed that the CONSIDERATION received by GRANTOR includes adequate compensation for the grant of the easement, right-of-way and other rights, privileges and appurtenances contained in this instrument and any damages arising out of GRANTEE's lawful exercise of any PURPOSE. GRANTEE shall not be liable for damages caused by keeping the EASEMENT PROPERTY clear of trees, undergrowth, brush, and obstructions. Notwithstanding the foregoing, GRANTEE shall repair and/or restore the surface of the EASEMENT PROPERTY and the surface of GRANTOR's adjacent property to substantially the same condition as existed immediately prior to any damage thereto that is directly caused by GRANTEE's exercise of its rights hereunder; provided, however, that in no event shall GRANTEE have any obligation or liability to repair and/or restore any structure, obstruction or improvement located on the EASEMENT PROPERTY that is not permitted to be located thereon in this instrument.

MINERALS: GRANTOR expressly reserves all oil, gas, and other minerals owned by GRANTOR in, on, and under the EASEMENT PROPERTY, provided that GRANTOR shall not be permitted to, and shall not allow any party to, drill or excavate for minerals on or from the surface of the EASEMENT PROPERTY, but GRANTOR may extract oil, gas, or other minerals from and under the EASEMENT PROPERTY by directional drilling or other means which do not interfere with or disturb GRANTEE's use of the EASEMENT PROPERTY. GRANTOR agrees to consult with GRANTEE concerning the location of GRANTEE's facilities in the EASEMENT PROPERTY prior to exercising GRANTOR's rights under this paragraph. GRANTOR indemnifies and agrees to hold GRANTEE harmless for and against all losses, costs, expenses, and other claims that may be suffered by, or otherwise claimed against GRANTEE in whole or in part due to GRANTOR's exercise of its rights under this paragraph.

OWNERSHIP: GRANTOR agrees that all poles, wires, cables, circuits, appurtenances, facilities, appliances and equipment installed upon the EASEMENT PROPERTY shall at all times remain the property of the GRANTEE and are removable at the option of the GRANTEE, regardless of the extent to which such items are attached or affiliated to the EASEMENT PROPERTY or any improvements thereon, or the extent to which removal of such items may damage such items or the EASEMENT PROPERTY or improvements located thereon.

AUTHORITY: GRANTOR represents and warrants to GRANTEE that GRANTOR has the full right, power, and authority to execute and deliver this Electric Line Easement and Right-of-Way, that this Electric Line Easement and Right-of-Way does not violate the terms or provisions of any other agreement to which GRANTOR is a party (including from any mortgage) or to which the EASEMENT PROPERTY is subject, that each person signing this Electric Line Easement and Right-of-Way on behalf of GRANTOR is authorized to do so, and that GRANTOR has obtained any and all third party consents (including from any mortgagee) necessary for the execution and delivery of this Electric Line Easement and Right-of-Way.

ASSIGNMENT AND MISCELLANEOUS: This instrument, and the terms and conditions contained herein, shall inure to the benefit of and be binding upon GRANTEE and GRANTOR, and their respective heirs, personal and legal representatives, successors, and assigns, and shall be covenants running with the land for the benefit of GRANTEE. When the context requires, singular nouns and pronouns include the plural. When appropriate, the term "GRANTEE" includes the employees, authorized agents, licensees and permittees of GRANTEE. GRANTEE shall have the right to assign this instrument, and the rights and privileges hereunder in favor of GRANTEE, in whole or in part.

MULTIPLE COUNTERPARTS: This Electric Line Easement and Right-of-Way may be executed in multiple counterparts, each of which shall be deemed an original for all purposes and all of which shall be deemed collectively to be one and the same instrument.

JOINDER:

WHEREAS, Tribute Partners, L.P., a Texas limited partnership ("TRIBUTE"), reserved a repurchase right in that certain Special Warranty Deed from TRIBUTE to GRANTOR, dated to be effective as of August 31, 2018, and recorded on August 31, 2018 as Instrument No. 2018-104071 in the Official Records of Denton County, Texas (the "DEED"); and

WHEREAS, all or a portion of the EASEMENT PROPERTY is located within the real property described in and affected by the DEED (the "DEED PROPERTY").

NOW, THEREFORE, TRIBUTE hereby joins in the execution of this Electric Line Easement and Right-of-Way to evidence, acknowledge and confirm, as applicable, (i) its consent to and approval of the granting of the EASEMENT, (ii) its consent to and approval of the terms of this Electric Line Easement and Right-of-Way, and (iii) that this Electric Line Easement and Right-of-Way does affect and is binding upon the DEED PROPERTY.

TRIBUTE:

TRIBUTE PARTNERS, L.P.

By: MSW Wynnwood Holdings, Ltd.,
its general partner

By: MSW Wynnwood Holdings GP, LLC,
its general partner

By: _____
Name: _____
Title: _____

THE STATE OF _____ §
COUNTY OF _____ §

This instrument was acknowledged before me on this _____ day of _____, 2019,
by _____,
of MSW Wynnwood Holdings GP, LLC, a Texas limited liability company, the general partner of MSW Wynnwood Holdings, Ltd., a Texas limited partnership, the general partner of Tribute Partners, L.P., a Texas limited partnership, on behalf of said limited partnerships and limited liability company.

NOTARY PUBLIC

EXHIBIT "A"
COSERV ELECTRIC EASEMENT

BEING a 0.1437 acre tract of land located in the B.B.B. & C.R.R. Survey, Abstract No. 179, and the James Robertson Survey, Abstract 1507, City of Colony, Denton County, Texas, said 0.1437 acre tract of land being a portion of **LOT 1, BLOCK A, SCHOOL SITE**, being an Addition to the City of Colony, Denton County, according to the plat thereof filed for record in Instrument Number 2019-196, Official Public Records, Denton County, Texas (O.P.R.D.C.T.), said 0.1437 acre tract of land being a portion of a tract of land conveyed to **THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT**, by deed as recorded in Instrument Number 2018-104071, O.P.R.D.C.T., said 0.1437 acre tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the most southerly southwest lot corner of said Lot 1, said corner being the south end of a corner clip at the intersection of the north right-of-way line of Lebanon Road, being a variable width public right-of-way, with the east right-of-way line of Scotty's Lake Lane, being a 60 feet wide public right-of-way;

THENCE North 45°45'52" West, along the southwest lot line of said Lot 1 and along the said corner clip, 28.28 feet to a point on the north easement line of an existing 20 feet wide CoServ Electric Easement, conveyed by deed as recorded in Instrument Number 2016-20776, O.P.R.D.C.T.;

THENCE North 89°14'08" East, departing the said lot line, along the said easement line, over and across said Lot 1, 131.04 feet to the **POINT OF BEGINNING** of the tract described herein;

THENCE departing the said easement line, continuing over and across said Lot 1, the following courses and distances:

North 18°55'15" West, 111.79 feet;

North 00°44'48" West, 411.55 feet;

North 90°00'00" East, 90.00 feet;

North 00°00'00" East, 2.50 feet;

North 90°00'00" East, 15.00 feet;

South 00°00'00" East, 15.00 feet;

North 90°00'00" West, 15.00 feet;

North 00°00'00" East, 2.50 feet;

North 90°00'00" West, 79.87 feet;

South 00°44'48" East, 399.82 feet;

South 18°55'15" East, 113.47 feet to the said easement line;

South 89°14'08" West, along the said easement line 10.52 feet to the **POINT OF BEGINNING**.

EXHIBIT "A"
COSERV ELECTRIC EASEMENT


The hereinabove described tract of land contains a computed area of **0.1437 acres (6,258 square feet)** of land more or less.

The basis of bearings for this survey is NAD83 Texas North Central Zone (4202). All distances shown are ground.

SURVEYORS CERTIFICATE

I do hereby certify that the above legal description was prepared from public records and from an actual and accurate survey upon the ground and that the same is true and correct.

Surveyed on the ground during the month of August, 2019



Jose B. Najarro III, RPLS
Texas Registration No. 6736

9/3/19
Date



MAP OF EXHIBIT "A"SEE ATTACHED METES & BOUNDS
DESCRIPTION ON PAGES 1 AND 2 HEREIN

SURVEYORS NOTE:
THE BASIS OF BEARINGS FOR
THIS SURVEY IS THE TEXAS
STATE PLANE NAD83 NORTH
CENTRAL ZONE (4202). ALL
DISTANCES SHOWN ARE
GROUND, SURVEYED ON THE
GROUND AUGUST, 2019.

SCOTTY'S LAKE LANE
(60' WIDE PUBLIC RIGHT-OF-WAY)

RIGHT-OF-WAY LINE

**COSERV
ELECTRIC
EASEMENT**
6,258 S.F.
0.1437 ACRES

**LITTLE ELM
INDEPENDENT
SCHOOL DISTRICT**
INST.#2018-104071
O.P.R.D.C.T.

**LOT 1, BLOCK A
SCHOOL SITE**
INST.#2019-196
O.P.R.D.C.T.

B.B.B. & C.R.R. SURVEY
SURVEY, ABS. NO. 179

JAMES ROBERTSON SURVEY
SURVEY, ABS. NO. 1507

EX. WATER EASEMENT
INST.#2019-196, O.P.R.D.C.T.

Line Table		
Line #	Direction	Length
L1	N18°55'15"W	111.79'
L2	N00°44'48"W	411.55'
L3	N90°00'00"E	90.00'
L4	N00°00'00"E	2.50'
L5	N90°00'00"E	15.00'
L6	S00°00'00"E	15.00'
L7	N90°00'00"W	15.00'
L8	N00°00'00"E	2.50'
L9	N90°00'00"W	79.87'
L10	S00°44'48"E	399.82'
L11	S18°55'15"E	113.47'
L12	S89°14'08"W	10.52'

EX. WATER EASEMENT
INST.#2019-196
O.P.R.D.C.T.

EX. WATER EASEMENT
INST.#2019-196, O.P.R.D.C.T.

EX. DRAIN.
EASEMENT
INST.#
2019-196
O.P.R.D.C.T.

POB

N89°14'08"E - 131.04'

EX. PERMANENT
SLOPE EASEMENT
INST.#2004-65752
O.P.R.D.C.T.

EX. PUBLIC ACCESS
EASEMENT
INST.#2019-196,
O.P.R.D.C.T.

N45°45'52"W - 28.28'

POINT OF COMMENCING

LEBANON ROAD
(VARIABLE WIDTH PUBLIC RIGHT-OF-WAY)

RIGHT-OF-WAY LINE

PAGE NO. 3 of 3

PROJECT NO - 19-089

LAND SURVEYING - CONSTRUCTION LAYOUT

2384 HIGHWAY 287 N., STE.224, MANSFIELD, TEXAS 76063
OFFICE - 817.225.6700 FAX - 817.225.6701 T.B.P.L.S. FIRM NO. 10194185



Jose B. Najarro III | Date
Registered Professional Land
Surveyor No. 6736



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 10-21-2019					
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
October 2019

Donations Less than \$2,500

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Athletics	461	Lobo Booster Club - Volleyball	Meals for Tyler Tournament	09/05/19	1,404.00		1,404.00
Lakeview Elementary	461	Cargill Salt / Denise Vanbeusekom	Field Trip Funds	09/10/19	1,500.00		1,500.00
Chavez Elementary	461	Barbara Harris	5th Grade Camp Jolt	10/01/19	330.00		330.00
					3,234.00	-	3,234.00

Donations \$2,500 and Greater

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Communication Services & Marketing		Wal-Mart Crossroads	School Supplies	10/02/19	-	9,656.00	9,656.00
					-	9,656.00	9,656.00

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
10-21-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REQUEST FOR PROPOSAL #2019-002 FOOD CATERING SERVICES				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	CH (LEGAL)				
Summary:	The Food Catering Services RFP results/recommendations for monthly approval.				
Financial Implications:	N/A				
Attachments:	Under separate cover				
Recommendation:	The Administration recommends approval of the vendors for Food Catering Services as submitted.				
Motion:	I move that the Board approve the list of Food Catering Services vendors dated October 21, 2019 as submitted.				

RFP #2019-002

FOOD CATERING SERVICES

Awarded: 3/25/19

Company Name

RUDY'S

TEXAS ICE CREAM

SWEET MEMORIES

SCHOLTZSKY'S- LITTLE ELM

JASON'S DELI

WATER'S EDGE

JOE'S PIZZA

T TATE'S WORLD FAMOUS (BBQ)

Awarded: 4/15/19

Company Name

HARD SUN INC. dba PRAIRIE HOUSE RESTAURANT

TEXAS A-DUBB INC. dba CHIC-FIL-A (FRISCO LAKES)

UNITED SUPERMARKETS, LLC. dba MARKET STREET

Awarded: 5/20/19

Company Name

ROVIN, INC. dba BABE'S CHICKEN DINNER HOUSE

Awarded: 6/17/19

Company Name

MESA'S MEXICAN GRILL

Awarded: 7/29/19

Company Name

CICI'S PIZZA

Awarded: 7/29/19

Company Name

LONESTAR DONUT LLC dba HURTS DONUT COMPANY

Awarded: 10/21/19

Company Name

SWEET T CUISINE

Board Agenda Item

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

Board Mtg. Date
10-21-2019

**Reports of the
Superintendent**

☐

**Action
Item**

☐

**Consent
Agenda**

☒

**Reports,
Routine
Monthly**

☐

**Discussion
Item**

☐

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 October 21, 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: **August 19, 2019**

Company Name

RALLY SPORTSWEAR, LLC (PRINTING SERVICES ONLY)

Awarded: **October 21, 2019**

Company Name

COMPUTER DIGITAL IMAGING CORPORATION

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 10-21-2019	<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.				
Financial Implications:	N/A				
Attachments:	Surplus List				
Recommendation:	The Administration recommends that the identified items be declared surplus and authorize them for disposal.				
Motion:	I move that the Board declare surplus the identified items and authorize them for disposal as submitted.				

Technology Surplus items

Campus	Device	Serial Numbers
Brent	Projectors	J3VG655053F
	Projectors	J3VF733427L
	Projectors	J3VF733396L
	Projectors	J3VF733406L
	Projectors	J3VF733391L
	Projectors	J3VF733407L
	Projectors	J3VF741432L
	Projectors	J3VF741754L
	Projectors	J3VF741758L
	Projectors	J3VF732038L
	Projectors	J3VF733403L
	Projectors	J3VF733389L
	Projectors	J3VF741735L
	Projectors	J3VF733408L
	Projectors	J3VF733393L
	Projectors	J3VF733387L
	Projectors	J3VF733420L
	Projectors	J3VF733418L
	Projectors	J3VF741738L
	Projectors	J3VG661083F
	Projectors	J3VG655568F
	Projectors	J3VG655354F
	Projectors	J3VF733410L
	Projectors	J3VF733390L
	Projectors	KM3F9X4787L
	Projectors	KM3F951883L
	Projectors	KM3F942998L
	Projectors	KM3F943025L
	Projectors	Q8FR944AAAAAC0065
	Printers/Scanners	MX0691T0THJL

	Printers/Scanners	MX17K6F0QKBH
	Printers/Scanners	VND3406595
	Printers/Scanners	VNB4801215
	Printers/Scanners	M835BYH2P276
	Chromebooks	HY3A91ND706263W
	Chromebooks	HY3A91JU531804A
	Chromebooks	HY3A91KD706293W
	iPads	F5RK5T82DKPH
	iPads	F5RK5T9UDKPH
	Monitor	CNC823Y7Z0
	Monitor	ETL500B48171901C32396A
	Monitor	ETL460C1486250004B4001
	Monitor	QGU083524428
	Monitor	C1LMTF140580
	Monitor	B8LMTF054187
	Monitor	905TPWQ0W697
	Monitor	ETL460C1486240D6024001
	Monitor	ETLEJ0C00192523A0C4002
	Monitor	ETLEJ0C001925234474002
	Monitor	ETL460C1486240D5E04001
	Monitor	ETL460C1486250002A4001
	Monitor	ETL51085788739083FE422C
	Monitor	ETL460C148625001BB4001
	Monitor	ETL460C1486250001E4001
	Monitor	ETL460C148625002AC4001
	Monitor	ETL460C288813DD777404A
	Monitor	ETL500B48171802756396A
	Monitor	ETLEJ0C001925234484002
	Monitor	34109022GA
	Monitor	625000048640
	Monitor	71801005839
	Monitor	625000042840
	Monitor	625000047540

	Monitor	62002008542
	Monitor	N/A
	Desktop	S5AHNMB
	Desktop	MJ43050
	Desktop	MJMXBZF
	Desktop	R8HH2F1
	Desktop	S5AHNTM
	Desktop	MJMXCAM
	Desktop	MJ38374
	Desktop	11S0A93606ZVJ6MB21B10C
	Desktop	1S7844C1US5AHGWN
	Desktop	1S7269C9UMJ22804
	Desktop	11S41A7725YVJ1DAF86991
	Laptop	CNU346C6KB
	Laptop	CNU606284Y
	Laptop	CNU5502V52
	Laptop	CNU6121DMB
	Laptop	CNU5190FXD
	Miscellaneous	CNU344ZC7C
	Miscellaneous	CNU344ZF1L
	Miscellaneous	CNU344ZC8F
	DVD/RW	AP2100E233A004440
	Video Recorder	I2IA10095
	Speakers	NA
	Speakers	NA
	Phone	NA
	Speakers	N/A
	Speakers	N/A
	Speakers	N/A
	Speakers	N/A
	2.1 PC Speakers	N/A
	Subwoofer	N/A
	Subwoofer	N/A

		711EEDE9-I01074C2D12
		FB7D2CCD-I21029D2200C
		EB12C423-D21001M0A12
		919HM120703874
	Speakers	N/A
	Speakers	N/A
	Docking Station	CNU344ZC84
Hackberry	Desktop	71Y3514
	Laptop	BCAJH101CFDAE0ACVU
	Laptop	BCAJH101CFDAF0ARMN
	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
	VCR & DVD/CD Player	U06397231
	VCR & DVD/CD Player	U06300261
	Docking Station	CNU344ZC41
	Docking Station	CNU344ZC6S
	Docking Station	CNU344ZCPH
	Projector	J3VF741147L
	Speakers	SW00143121000559
	Speakers	SW00143101000172
PSA	Chromebooks	5707001440
	Chromebooks	5707001451
	Chromebooks	5707001661
	Chromebooks	5707001308

LMS	Printers	U61506J8J766839
	Printers	VNB3K00042
	Printers	U62269H1J806939
	Printers	CNBK574974
	Printers	CNGRB93767
	Projector	VTFK5701021
	Projector	KM3F942997L
	Monitor	QGU083523878
	Monitor	QGU083523919
	Monitor	QGU083524429
	Monitor	QGU083523947
	Monitor	QGU083523949
	Monitor	905TPHG0V849
	Monitor	909RMKU436181
	PCs	2UA5132RLS
	PCs	2UA5132RD0
	PCs	2UA5132RK6
	PCs	1S1578H3UR8PHX2D
	Brother	U62269D0J377777
	Brother	U62269K1J895492
	Brother	U63274K5J153281
	Brother	U61326E6J627229
	CPS IR	2010260000282
	CPS IR	1112752
	CPS IR	no serial
	CPS IR	no serial
	CPS IR	no serial
	CPS IR	no serial
	CPS IR	no serial
	CPS IR	no serial
LV/OP	Projector	KM3F943019I
	Speakers	Logitech

	Projector	JWUF7X7854L
	Projector	KM3F9X4759L
	Scanner	MX83E1263G
	VHS Player	U13591794
	VHS Player	U43392224
	LCD Monitor	ETL140813552100A
	LCD Monitor	ETL460C88813DD
	Scanner	Q3190A
	ClientPro 365	4003007
Zellars	Walkie Talkie	B1500860
	Walkie Talkie	B2300974
	Walkie Talkie	B1702416
	Walkie Talkie	B1A00293
	Walkie Talkie	B1900293
	Walkie Talkie	B1900323
	Walkie Talkie	B0B00031
	Walkie Talkie	B2502026
	Walkie Talkie	B2501731
	Walkie Talkie	B2501815
	Walkie Talkie	B1900405
	Chromebooks	56191400053740
	Chromebooks	56191400016812
	Chromebooks	42DDK42
	Chromebooks	5cd5242y8t
	Chromebooks	DHD7K42
Chavez	Projectors	KM3F847589L
Chavez	Projectors	JWUF7X7855L
Chavez	Projectors	KM3F943028L
Chavez	Projectors	J3VF732034L
Chavez	Projectors	J3VF733421L
Chavez	Projectors	AMMC42601267
Chavez	Projectors	J3VF733397L
Chavez	Projectors	J3VF733394L

Chavez	Projectors	J3VF723762L
Chavez	Projectors	J3VF732479L
Chavez	Projectors	J3VF741760L
Chavez	Printer	CN09O3Q0440514
Chavez	Printer	CNWBD83662
Chavez	Printer	CNWBD85024
Chavez	Printer	47478
Chavez	Printer	890DNCM
Chavez	Notebook	HY3A91TD534005R
Chavez	Notebook	HY3A91AD224541M
Chavez	Notebook	HY3A91TD615238W
Chavez	Notebook	HY3A91MD706931D
Chavez	Notebook	HY3A91ND528937E
Chavez	Notebook	HY3A91KD705893K
Chavez	Notebook	HY3A91KD614307Z
Chavez	Notebook	HY3A91MD520883B
Chavez	Notebook	HY3A91KD227589L
Chavez	Word Processor	DANA-AB-0903-11147-AQ
Chavez	Word Processor	DANA-AA-0603-17723-AQ
Chavez	Word Processor	DANA-AA-0603-17728-AQ
Chavez	Word Processor	DANA-AA-0603-17864-AQ
Chavez	Telephones	TR2577
Chavez	Telephones	TR1475
Chavez	Telephones	TR1476
Chavez	Telephones	TR1471
Chavez	Telephones	TR1479
Chavez	Monitors	ETL460C135612021B14001
Chavez	Monitors	904TPQJ21556
Chavez	Monitors	ETL460C148625001D94001
Chavez	Monitors	905TPDT0X850
Chavez	Docking Station	CNU344ZC7M
Chavez	Docking Station	CNU344ZC7B
Chavez	Docking Station	CNU344ZF0N

Chavez	Docking Station	CNU344ZF2T
Chavez	Switch	9U8QAB000222B
Chavez	Speakers	SW00143121000557
Chavez	Speakers	NA
Chavez	Classroom Responders	2011440000381
Chavez	SMARTBoard	SB680-R2-965993
Zellars	iPad	56191400076832
	iPad	56191400062287
	iPad	56191400027884
	iPad	56191400027819
	iPad	dlxfqr4zdfhw
	iPad	56191400046215
	iPad	56191400061248
	ipad	56191400062311
	ipad	56191400062212
	ipad	56191400033254
	ipad	56191400039947
	ipad	56191400036117
	ipad	v5012129z38
	ipad	56191400076824
	ipad	56191400027967
	ipad	56191400027926
	ipad	56191400061826
	ipad	56191400062279
	ipad	56191400027892
	ipad	56191400027918
	ipad	56191400027942
	ipad	56191400027850
	ipad	56191400027934
	ipad	56191400027827
	ipad	56191400027876
	ipad	56191400027900

	ipad	56191400062261
	ipad	56191400064481
	ipad	56191400063046
	ipad	56191400064317
	ipad	56191400063053
	ipad	56191400063087
	ipad	56191400064325
	ipad	56191400063020
	ipad	56191400063061
	ipad	56191400064358
	ipad	56191400063814
	ipad	56191400063004
	ipad	56191400062873
	ipad	56191400062857
	ipad	56191400062956
	Desktop	MXL50815FZ
		MXL50815DY
		MXL50815DN
		MXL50815FK
		MXL50815F7
		MXL50815FJ
		MXL50815DP
		MXL50815G2
		MXL50815DM
		MXL5091VDS
	Display	3CQ4320CNN
		6CM3321DSC
		3CQ4320CPJ
		6CM3321GRV
		6CM3321GRG
		6CM3321DRZ
		3CQ4320CQJ
		6CM3321DRL

		3CQ4320CPH
		6CM3321GRH
		3CQ43114YW
		6CM3321DSM
		3CQ4320B0Y
		3CQ4320CQS
		3CQ4320CV5
		6CM3321DS0
		3CQ4311414
		6CM3321GRM
		3CQ43113W8
		3CQ43116SR
		3CQ431140H
		3CQ431140X
		3CQ4311410
		3CQ4311413
		3CQ431141J
		3CQ431141N
		3CQ43113W4
		6CM3321DS1
		ETLEL0D001925010F18540
		3CQ4320CQ9