



Little Elm ISD

Regular Meeting

Monday, May 20, 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 May 20, 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. Administration of oath of Office to Elected Trustees
Presenter: Sonia S. Flores
6. Approval of Minutes
 - A. Discuss and approve the Regular Board Meeting Minutes 3-25-2019 6
Presenter: Sonia S. Flores
 - B. Discuss and approve the Regular Board Meeting Minutes for 4-15-2019 13
Presenter: Sonia S. Flores
7. Superintendent Spotlight
 - A. Representative Jared Patterson presents RJ Hampton with Resolution
Presenter: Melanie Marx
 - B. Little Elm ISD Education Foundation
Presenter: Daniel Gallagher
 - C. Recognition - Aspiring Leaders Institute I, II and III Graduates
Presenter: Ross Roberts
 - D. Destination Imagination Chavez Team Advanced to State Competition
Presenter: Amanda Ball
 - E. Little Elm High School Students of the Month
Presenter: Renee Pentecost
 - F. Little Elm High School Student Council Report
Presenter: Renee Pentecost
 - G. AIMS / GOALS
Presenter: Bill Bush

8. Citizen Input	
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose	
9. 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	
10. Reports of the Superintendent	
A. Student Health Advisory Council Annual Report	18
Presenter: Cleota Epps	
B. Curriculum Audit Action Steps	23
Presenter: Dr. Cyndy Mika	
C. CTE Program UPDATES	51
Presenter: Dr. Tony Tipton and Ryan Contreras	
11. Action Items	
A. Consider EH (LOCAL) Policy Update	58
Presenter: Cleota Epps	
B. Consider Financial Reports	77
Presenter: Grant Anderson	
C. Consider the Order Authorizing Issuance of Bonds per 2017 Bond Election	104
Passing Proposition B	
Presenter: Grant Anderson	
D. Consider Increase to Little Elm ISD Employee Health Care Contribution	146
Presenter: Grant Anderson	
E. Consider Little Elm ISD Expenditures over \$50,000 Summary Report	149
Presenter: Grant Anderson	
F. Consider Little Elm ISD Interlocal Summary Report	151
Presenter: Grant Anderson	
G. Consider the 2019 Summer Capital Outlay Projects	153
Presenter: Rod Reeves	
H. Consider Purchase and Installation of Outdoor Weather Warning Systems for LEISD Facilities	181
Presenter: Rod Reeves	
I. Consider Sale of Real Property, Consisting of Approximately 8.370 Acres Adjacent to and East of the Prestwick Academy (at Intersections of W. Lebanon Rd. and Prescott, City of The Colony, Denton, County, Texas)	188
Presenter: Rod Reeves	
J. Consider Little Elm High School CTE Area Renovations	223
Presenter: Rick Martin	
K. Consider SpEd Classroom Conversion at Little Elm High School	227
Presenter: Rick Martin	
L. Consider Energy Savings Performance Contract with Siemens Industry, Building Technologies Division	231
Presenter: Rick Martin	

12. Consent Agenda	
A. Consider Stipends	242
Presenter: Cleota Epps	
B. Consider Receiving Curriculum Audit Final Report	243
Presenter: Dr. Cyndy Mika	
C. Consider Application for Modified Schedule State Assessment Testing Days Waiver	244
Presenter: Dr. Cyndy Mika	
D. Consider Application for Staff Development Minutes Waiver	245
Presenter: Dr. Cyndy Mika	
E. Consider Application for Texas Assessment Management System Waiver	247
Presenter: Dr. Cyndy Mika	
F. Consider Renewing ESC Region 11 Interlocal Agreement Resolution for Benefits Cooperative	248
Presenter: Grant Anderson	
G. Consider Gifts and Donations	251
Presenter: Grant Anderson	
H. Consider Request for Proposal # 2019-002 Food Catering Services	253
Presenter: Grant Anderson	
I. Consider Request for Proposal #17-06-021-2 Depository Services	255
Presenter: Grant Anderson	
J. Consider Declaring Facility Furniture, Equipment & Materials Surplus and Authorizing for Disposal	258
Presenter: Rod Reeves	
K. Consider Request for Qualifications #2019-001-2 Professional Services for Construction Consultants	270
Presenter: Rod Reeves	
13. Board President Comments	
Presenter: Melissa Myers	
14. Board Comments	
15. Superintendent Comments	
16. Adjournment	

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

Texas Government Code Section:

551.071	Private consultation with the Board's attorney.
551.072	Discussing purchase, exchange, lease, or value of real property.
551.073	Discussing negotiated contracts for prospective gifts or donations.

551.074	Discussing personnel or to hear complaints against personnel.
551.075	To confer with employees of the school district to receive information or to ask questions.
551.076	Considering the deployment, specific occasions, for or implementation of security personnel or devices.
551.082	Considering discipline of a public school child, or complaint or charge against personnel.
551.0821	Considering personally identifiable information about public school student.
551.083	Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employees groups,
551.084	Excluding witnesses from a hearing.

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections 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 5-20-2019	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 -3-25-2019.				
Presenter or Contact Person:	Sonia S. Flores, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Board Meeting Minutes for March 25, 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 March 25, 2019.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for March 25, 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, March 25, 2019, beginning at 6:30 PM in the Zellars Center for Learning and Leadership.

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

ABSENT: Trustee Alejandro Flores.

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 Melissa Myers called the meeting to order at 6:30 pm.
2. Pledge of Allegiance
The Board led those in attendance to The Pledges of The United States Flag and The Texas Flag.
3. Invocation
Pastor Marc Farnell offered the invocation.
4. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
5. Approval of Minutes
 - A. Discuss and approve the Regular Board Meeting Minutes for 12/17/2018
Trustee LeAnna Harding made the first motion to approve this item as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (5-0). Board Vice President David Montemayor abstained from voting because Mr. Montemayor was not present at the meeting.
 - B. Discuss and approve the Regular Board Meeting Minutes for 1/14/2019 - Amended
Board Secretary Jason Olson made the first motion to approve this item as submitted. Trustee DeLeon English seconded the motion. The motion passed (5-0). Board Secretary Jason Olson abstained from voting because Mr. Olson was not present at the meeting.
 - C. Discuss and approve the Special Meeting Minutes for 2/01/2019
Trustee LeAnna Harding made the first motion to approve the items as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (4-0). Board Vice President David Montemayor and Trustee DeLeon English abstained from voting because they were not present at the meeting.

D. Discuss and approve Regular Meeting Minutes for 2/18/2019

Board Secretary Jason Olson made the first motion to approve this item as submitted. Trustee DeLeon English seconded the motion. The motion passed (5-0). Board President Melissa Myers abstained from voting because she was absent at this meeting.

6. Superintendent Spotlight

A. Hackberry Elementary

Mr. Stephen Richardson shared with the Board the Hackberry House System. Mr. John Wofford and Ms. Moore presented to the Board a couple of musical pieces from 4th and 5th graders.

B. Little Elm High School Students of the Month

Ms. Renee Pentecost presented the students of the month awards to Brandon Crossley, Mia Whitehead, Austin Montgomery, Ashton Conner and Mangus Chandler.

C. Lobo Collegiate Academy

Mr. Ross Roberts and Dr. Tipton presented to the Board the following in regards to Lobo Collegiate Academy:

- Core Complete (50 hours)
- FTF Classes
- Online Classes / Hybrid
- Benefits
- Pathway
- Webpage

D. Introductions for New LEISD Principal Positions

This item was moved to the beginning of the spotlight.

Mr. Ross Roberts introduced to the Board Ms. Kelly Hastings and Ms. Kori Werth. Ms. Hastings will be the Principal at Lowell Strike Middle School and Ms. Werth will be the Principal at Oak Point Elementary.

7. Citizen Input

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

There was no citizen input.

8. The Board recessed into Closed Meeting at 7:43 pm in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.072 and 551.074. The Board and Superintendent discussed:

A. Land

B. Personnel

The Board reconvened at 9:46 pm.

9. Reports of the Superintendent

A. Commitment to Excellence Update

Dr. Cyndy Mika shared with the Board an update on Commitment to Excellence. The presentation included the following:

- The Process

- The One Thing
- Why?
- Training
- Plan on a Page
- Measures
- Quarterly Review
- 2018 – 2019 Dashboards (By Campus)

B. Little Elm ISD Child Nutrition 2018-2019 Program Update

Ms. Carolyn Tarver shared with the Board the Following:

LEISD Child Nutrition 2018-2019 Update

- Child Nutrition
- Compliance
- Meal Requirements
- Meal Comparison
- Student Eligibility Comparison
- Funding
- Child Nutrition Expenses
- Human Resources
- Technology
- Child Nutrition FamiLE
- Achieving Excellence

C. Childcare Program Annual Report

Ms. Lisa Hooten presented to the Board the following:

2018-2019 Annual Report

- Accountability
- Classrooms
- Education
- Curriculum
- MOU with TWU
- LEHS Senior Days
- LEHS Choir
- Child Nutrition and Aims and Goals
- CCP Buzz
- In Closing

D. 4th Quarter 2018 Growth Report

Mr. Rod Reeves briefed the Board with the following:

Quarterly Report 4Q18

- Economic Conditions – DFW Area
- DFW New Home Ranking Report
- New Housing Activity
- Annual Closing Distribution
- Vacant Developed Lots
- Future Lots
- New Home Activity by Elementary Zone
- District Housing Overview

- Residential Activity
- Future Residential Activity
- Ten Year Forecast
- Summary

10. Action Items

A. Discuss and approve the Proclamation 2019 Instructional Materials Adoption

Dr. Ashley Glover and Mr. Doug Sevier shared with the Board the following:

- Textbooks and Resource Materials Proclamation 2019
- Stakeholder Input
- Rubric ELA PK-2 Draft
- Rubric ELA 3-12 Draft
- Final Recommendations

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

B. Discuss and approve Seven Professional FTEs

Ms. Cleota Epps shared with the Board Seven Professional FTEs.

Trustee Dan Blackwood made the first motion to approve as submitted. Trustee DeLeon English seconded the motion. The motion passed (6-0).

C. Discuss and approve the Financial Reports

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

Little Elm ISD Financial Reports

- Notes to financials
- 2018-19 General Fund Budget Recap
- Fund Balance Analysis 2018-19
- Bond Projects
- Board Approved Bond Projects
- Board Approved Capital Projects
- 2018-19 Debt Service Fund Budget Actuals
- Financials in Board Packet

Board Secretary Jason Olson made the first motion to approve the item as submitted. Board Vice President David Montemayor seconded the motion. The motion passed (6-0).

D. Discuss and approve the Little Elm ISD Interlocal Summary Report

Mr. Grant Anderson shared with the Board the LEISD Interlocal Summary Report. This allows LEISD to purchase products or services from other governmental entities which have been properly awarded.

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

E. Discuss and approve Facility Naming

Mr. Daniel Gallagher approached the Board about the facility naming for Prestwick STEM Academy. After further discussion, trustee Dan Blackwood made the first motion to rename it to Prestwick Elementary on August 2020.

Board Secretary Jason Olson seconded the motion. The motion passed (5-1)
Trustee DeLeon English voted against the motion.

F. Discuss and approve Facility Naming

Mr. Daniel Gallagher approached the Board about the facility naming for The Little Elm Athletic Complex. After further discussion, trustee LeAnna Harding made the first motion to approve the renaming to Lobo Stadium. Trustee DeLeon English seconded the motion. Trustee Dan Blackwood clarified that LEISD is not to spend any money on this until the RFP closes. The motion passed (6-0).

G. Discuss and approve the Request for Proposal #2018-17-09 & 2019-002 Food Catering Services

Ms. Symone Jones presented to the Board the Request for Proposal #2018-17-09 & 2019-002 Food Catering Services.

Board Secretary Jason Olson made the first motion to approve this item as presented. Trustee LeAnna Harding seconded the motion. The motion passed (6-0).

H. Discuss and approve the LEISD Board of Trustees Social Media Guidelines.

Board President Melissa Myers shared with the Board the LEISD Board of Trustees Social Media Guidelines.

Board Secretary Jason Olson made the first motion to approve this item as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (6-0).

11. Consent Agenda

A. Discuss and approve the TEKS Allotment and Certification Form

B. Discuss and approve the New Course Request for 2019-2020

C. Discuss and approve the TASB Policy Updates - 112

D. Discuss and approve Maximum Class Size Exemption - Class Size Waivers

E. Discuss and approve the Personnel Memo

F. Discuss and approve Gifts and Donations

G. Discuss and approve the Request for Qualifications #2019-001 Professional Services for Construction Consultants

Trustee LeAnna Harding made the first motion to approve the consent agenda as submitted. Trustee DeLeon English seconded the motion. The motion passed (6-0).

12. Board President Comments

Board President Melissa Myers reminded the Board about the workshop on April 3rd.

13. Board Comments

Trustee DeLeon English thanked the staff. He also mentioned how excited he is for all the schools and thanked the basketball team for a great season.

Board Secretary Jason Olson reminded the Board about Special Olympics on March 25, 2019.

Board Vice President David Montemayor thanked everyone for staying late.

Trustee LeAnna Harding thanked everyone as well as Trustee Dan Blackwood.

14. Superintendent Comments

- Thank you to the Board
- Thanks for the Collegiate
- Thanks to executives, Cecelia and Sonia.

15. Adjournment

Board Secretary Jason Olson made the first motion to adjourn. Trustee DeLeon English seconded the motion. The motion passed (6-0).
The meeting adjourned at 11:44 pm.

The minutes were approved on April 15, 2019.

Board President – Melissa Myers

Board Secretary – Jason Olson

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 5-20-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REGULAR BOARD MEETING MINUTES -4-15-2019.				
Presenter or Contact Person:	Sonia S. Flores, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Board Meeting Minutes for April 15, 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 April 15, 2019.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for April 15, 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, April 15, 2019, beginning at 6:30 PM in the Zellars Center for Learning and Leadership.

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

ABSENT: Board President Melissa Myers, Board Secretary Jason Olson, 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.
Board Vice President David Montemayor called the meeting to order at 6:30 pm.
2. Pledge of Allegiance
The Board led those in attendance to The Pledges of The United States Flag and The Texas Flag.
3. Invocation
There was no invocation.
4. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
5. Approval of Minutes
 - A. Discuss and approve the Regular Board Meeting Minutes for 3-25-2019
This item was tabled to next meeting for not having a quorum from previous meeting.
6. Superintendent Spotlight
 - A. Brent Elementary
Mr. Michael Bruno presented to the Board a group of students who built rockets.
 - B. The Zero Debt College Project
This item was tabled to next meeting.
 - C. Little Elm High School Students of the Month
Ms. Renee Pentecost presented the students of the month award to Tamia Thompson, Kaleb Dailey, Cortney Lock and Tai Harrison.
7. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
There was no citizen input.

8. The Board recessed into Closed Meeting at 6:49 pm in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.072 and 551.074. The Board and Superintendent discussed:

A. Land

B. Personnel

The meeting reconvened at 7:51 pm.

9. Reports of the Superintendent

A. Title I Campus, Lakeview Elementary

Dr. Ashley Glover shared with the Board the following information:

Little Elm ISD Title I Campuses 2019-2020

- Who We Serve
- How We Serve
- All Campuses 2019-2020

B. LEISD Construction Program Update

Mr. Rick Martin presented the following information:

LEISD Construction Update

- Bond Program Status
- Jerry R. Walker Middle School
- Lowell H. Strike Middle School
- Little Elm HS Ball Field Renovation
- Athletic Complex Scoreboard Replacements
- LEISD Transportation and Operations Facility
- Bond Program Status
- Jerry R. Walker Middle School
- Lowell H. Strike Middle School
- Little Elm HS Ball Field Renovation
- Athletic Complex Scoreboard Replacements
- LEISD Transportation and Operations Facility
- Summer Construction Activity
- More to Come
- Questions?

10. Action Items

A. Discuss and approve Destination 2025

Mr. Ross Roberts, Dr. Cyndy Mika and Dr. Tony Tipton shared with the Board the following:

Strategic Plan Destination 2025

- Why Strategic Planning?
- The Process
- The Product
- Where We Are Now
- Destination 2025 – Why Now
- Destination 2025

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

Trustee Alejandro Flores seconded the motion. The motion passed (4-0).

- B. Discuss and approve the HMH Pricing Proposal: English Language Arts & Spanish Language Arts Adoption
Dr. Cyndy A. Mika shared with the Board the HMH Pricing Proposal. Proclamation 2019 provides for the adoption of K-8 English Language Arts and Spanish Language Arts instructional materials. The District has chosen Houghton Mifflin Harcourt Publishing Company's ELAR and SLAR instructional materials and will be purchasing these materials from the instructional materials allotment. Trustee LeAnna Harding made the first motion to approve as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (4-0).
- C. Discuss and approve the Financial Reports
Mr. Grant Anderson briefed the Board about the following:
Little Elm ISD April 15, 2019 Financial Reports
- Notes to financials
 - Future Financial Considerations
 - General Fund
 - 2018-2019 General Fund Budget Recap
 - Fund Balance Analysis 2018-2019
 - Capital Fund
 - Board Approved Bond Projects
 - Board Approved Capital Project
 - Debs Service Fund
 - Financials in board packet
- Trustee Dan Blackwood made the first motion to approve this item as submitted. Trustee Alejandro Flores seconded the motion. The motion passed (4-0).
- D. Discuss and approve the Little Elm ISD Expenditures over \$50,000 Summary Report
Mr. Grant Anderson briefed the Board about the LEISD Expenditures over \$50,000. Mr. Anderson removed CFS Roofing and Precision Concrete from the list and added Houghton Mifflin Harcourt Publishing Company. Trustee Alejandro Flores made the first motion to approve as presented. Trustee Dan Blackwood seconded the motion. The motion passed (4-0).
- E. Discuss and approve the Little Elm ISD Interlocal Summary Report
Mr. Grant Anderson shared with the Board the LEISD Interlocal Summary Report. This allows LEISD to purchase products or services from other governmental entities which have been properly awarded contracts through statutorily authorized methods. Trustee LeAnna Harding made the first motion to approve as submitted. Trustee Alejandro Flores seconded the motion. The motion passed (4-0).
- F. Discuss and approve the Energy Savings Performance Contract and Project Design-Build RFQ Results and Recommendations
Mr. Rick Martin presented to the Board the results and recommendations from the recent RFQ# 2019-011 for this service. Trustee Dan Blackwood made the first motion to approve both respondents, Siemens Industry, Inc., and Johnson Controls, Inc. as approved ESPC Design-Build vendors.

Trustee Alejandro Flores seconded the motion. The motion passed (4-0).

11. Consent Agenda

- A. Discuss and approve the Bilingual / ESL Required Summer School
- B. Discuss and approve the Personnel Memo
- C. Discuss and approve Policy Updates
- D. Discuss and approve Gifts and Donations
- E. Discuss and approve the Request for Proposal #2018-17-09 & 2019-002 Food Catering Services

Trustee LeAnna Harding made the first motion to approve the Consent Agenda as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (4-0).

12. Board President Comments

- A. Report of Board Members Training Hours
Board Vice President David Montemayor reported Board Members Training Hours.

13. Board Comments

Thanks from all Board Members

14. Superintendent Comments

- Thank you Board Members for their continuing support
- Thanks executive team

15. Adjournment

Trustee LeAnna Harding made the first motion to adjourn the meeting. Trustee Alejandro Flores seconded the motion. The motion passed (4-0).
The meeting adjourned at 8:51 pm.

Board Agenda Item

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

Board Mtg. Date 05-20-2019	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:	STUDENT HEALTH ADVISORY COUNCIL ANNUAL REPORT				
Presenter or Contact Person:	Cleota Epps Assistant Superintendent Human Resource and Student Services				
Policy/Code:	BDF (LEGAL)				
Summary:	Summary of the SHAC report and activities for 2018 – 2019				
Financial Implications:	There is no financial impact.				
Attachments:	Summary of SHAC report and activities for 2018-2019				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No recommendation is necessary.				

**Little Elm ISD SHAC Members
2018/2019**

Name	Represents	Phone #	Email
Bailey, Jon	LEFD/Parent		
Beck, Adriana	LEISD Counselor		
Cline, Pamela	LEISD Child Nutrition		
Deverich, Deborah	LEISD Counselor		
Eastes, Dina	Parent		
Engelbrecht, Amanda	Parent		
Ferdinando, Amy	Parent		
Fierro, Joe Freddy CHAIR	Parent		
Gillaspy, Jessica	Parent		
Hauser, Talia	Parent		
Hollifield, Cliff	SRO - LEPD/Parent		
Howell, Sandra	LEISD Athletics		
Kalluvilayil, Donny	Parent		
Larue, PhD Amber	LEISD SPED		
Lundberg, RN William	Community Member		
Lynch-Fierro, Correne	Parent		
Martin, Natalie	Parent		
McCoy, LVN, Wendy	LEISD Health Services		
Meyers, Marcy	Parent		
Morris, Miriam	Parent		
Muhammad, Gerald	LEISD Admin		
Nelson, RN Toni	LEISD Health Services		
Oliphant, Kim	LEISD Athletics		
Paige-Smith, LVN Angela	Community Member		
Philpott, Cathleen	LEISD Health Services		
Pruitt, Audrey	LEISD teacher/parent		

Reese, Stephanie	LEISD Child Nutrition		
Rose, Latrice	Parent		
Ruiz, RN Sinfo	Parent		
Scott, Nicole	Parent		
Smith, Chelsea	Parent		
Swint, RN Genessa	Parent		
Tarver, Carolyn	LEISD Child Nutrition		
Vincent, Tasha	LEISD Child Nutrition		
Wilson, Jeremy	LEFD/Parent		
Wilson, Libby	Parent		
Winkler, Megan	Parent		

SHAC REPORT TO BOARD OF TRUSTEES

May 7, 2019

For School Year 2018-2019

Toni L. Nelson, RN, Co-Chair

- SHAC met 8 times this year
- SHAC chair Joe Freddy Fierro
- Toni Nelson, RN Co-chair
- **Projects accomplished school year 2018-2019:**
 - 18 new members
 - Self-Harm/Suicide Guidelines
 - updated by counselors, reviewed and approved by SHAC
 - Local Wellness Policy
 - Review and updated
 - All campuses will now have meat and cheese sandwich on early dismissal day as their sack lunch
 - Shattered Dreams
 - Received a grant from Texas A&M Agri-life extension service. This suggestion for a speaker was made by a new SHAC member.
 - May 1 – Speaker and Living Dead
 - May 2 – Crash scenario and retreat
 - 180 Degrees (Abstinence Program)
 - Parent night presentation
 - Information presented through the 8th grade science classes at Middle School & Prestwick
 - Information presented at LEHS through health class
 - Reviewed 4th and 5th grade growth and development video and information
 - Will be assisting with Back to School Bash on August 3

- Updated membership list for 2019/20 will be provided for board approval during the September board meeting

- **Projects/Agenda items planned for SHAC 2019-2020**
 - Drug/Alcohol Prevention, Intervention, and Awareness
 - Back to School Bash
 - Coordinated School Health
 - Update/Review Local Wellness Policy – continuous process
 - 180 Degrees program
 - Shattered Dreams
 - Parent classes

Board Agenda Item

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

Board Mtg. Date 05-20-2019	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 AUDIT ACTION STEPS				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for School Improvement and Accountability				
Policy/Code:	N/A				
Summary:	During fall 2018, LEISD underwent a curriculum audit by Curriculum Management Solutions, Inc (CMSI) in cooperation with Texas Association of School Administrators (TASA). The district received the final report from CMSI. This presentation will outline the steps being taken in response to the recommendations in the audit.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Curriculum Audit Action Steps				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Curriculum Audit Review

24

Dr. Cyndy . Mika
May 20, 2019

Curriculum Audit

- Conducted by Curriculum Management Solutions, Inc. (CMSI)
- November 27-29

25

Curriculum Audit

- Purpose: to reveal to which extent the school district has developed and implemented a sound, valid, and operational system of curriculum management

Curriculum Audit

- The audit scope centered on curriculum and instruction, and any aspect of operations of the school system that enhances or hinders its design and/or delivery

Curriculum Audit

- May 3 the lead auditor presented to the Board the findings and recommendations of the audit

Curriculum Audit

District Strengths

- LEISD staff are committed to supporting and improving instruction and serving students.



Little Elm ISD

Engage Equip Empower

Curriculum Audit

District Strengths

- Strong sense of community
- Board of Trustees' commitment to supporting district staff

Curriculum Audit

District Strengths

- Professional Learning Communities are an important part of the culture.



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Curriculum Audit

District Strengths

- Recognition that we must improve to stay relevant.



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Recommendation 1: Board Policy Revision

Now what...

- Review current policies related to curriculum
- Revised EH(local) for Board approval in May/June
- Goal: review/revise 1 policy bi-monthly (every two months)



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Recommendation 1: Redesign the District Organizational Chart

Now what...

- Organizational Chart is under review by Cabinet
- Will be updated for the 2019-2020 school year



Recommendation 1: Update Job Descriptions

Now what...

- Job descriptions will be updated to reflect necessary changes as a result of updated Organizational Chart and to denote curricular linkage as appropriate



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Recommendation 2: Curriculum Management Plan

Now what...

36

- Curriculum Management Plan is in final revisions
- Training for teachers during Fall Kick-Off



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Recommendation 2 : K-12 Curriculum

Now what...

- LEISD utilizes Understanding by Design to develop curriculum
 - Stage 1: Unpacking the Standards
 - Stage 2: Alignment of Assessment to Standards
 - Stage 3: Alignment of Activities and Resources to Standards



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Recommendation 2 : K-12 Curriculum

Now what...

- LEISD has developed a standard for the template for curriculum design utilizing the UbD framework (located in CMP)



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Recommendation 2 : K-12 Curriculum

Now what...

- LEISD purchased TEKS Resource System for core content K-12 (Stage 1 and Stage 2 of UbD)



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Recommendation 2 : K-12 Curriculum

Now what...

- Over 930 hours of curriculum writing will occur summer of 2019 with teachers and curriculum staff to further refine/develop Stage 2 and Stage 3
- Curriculum writing will occur in Summer 2020 (same # of hours)



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Recommendation 2 : K-12 Curriculum

Now what...

- LEISD purchased TExGuide for core content K-12 to supplement Stage 2 and Stage 3 of the UbD process

Recommendation 2

Now what...

- Non-Core staff will be trained in UbD and participate in curriculum writing during Summit, PLC time in Fall Kickoff, and PLC calendar days in the 19-20 school year



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Recommendation 2: Aligned Instructional Materials

Now what...

- 3 Categories of Instructional Resources defined in the LEISD Curriculum Management Plan
 - *LEISD Recommended Resources and District Supported*
 - *LEISD Recommended and Campus Supported*
 - *LEISD Vetted and Not approved for use in LEISD*



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Recommendation 2: Instructional Models

Now what...

- Research based instructional models have been chosen for each content (included in CMP)
- Training will occur in fall kickoff and quarterly on PL days



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Recommendation 2: Systemic Monitoring

Now what...

- District System Walkthrough created
- Calibration on Walkthrough in Spring
- Dashboard for principals created
- Full implementation in 2019-2020



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Recommendation 3: Planning and System Evaluation

46

Per 5 year plan, this recommendation will be planned for and addressed beginning in 2020

Recommendation 4: Professional Learning

47

Per 5 year plan, this recommendation will be planned for and addressed beginning in 2020-2021 school year



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Recommendation 5: Program Evaluation

48

Per 5 year plan, this recommendation will be planned for and addressed beginning in 2021-2022 school year



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Recommendation 6: Resource Alignment

49

Per 5 year plan, this recommendation will be planned for and addressed beginning in 2022-2023 school year



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Curriculum and Learning Gantt Chart

50

C&L Gantt chart



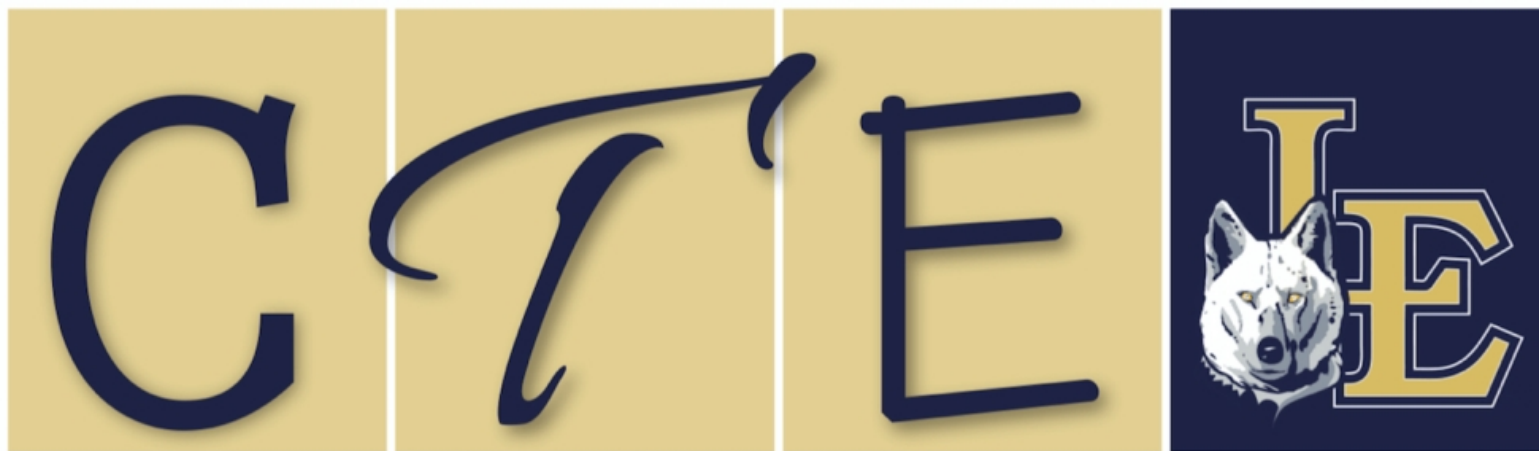
Little Elm ISD
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Board Agenda Item

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

Board Mtg. Date 05-20-2019	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:	CTE PROGRAM UPDATES				
Presenter or Contact Person:	Dr. Tony Tipton Executive Director for Innovation Ryan Contreras Coordinator for CTE & Elective Programs				
Policy/Code:	N/A				
Summary:	Updates of CTE Program progress				
Financial Implications:	There is no financial impact to budget				
Attachments:	CTE Program Annual Report				
Recommendation:	Item is for informational purposes only. No recommendation is necessary				
Motion:	Item is for informational purposes only. No motion is necessary				

CTE Update May 2019



Career & Technical Education

Program Additions

- ◆ LE/NCTC Fire Science Program
- ◆ Horticulture Pathway
- ◆ Aerospace Engineering/Drone (UAS)
- ◆ The TabLE and TabLE To-go (open to public)

53



CTE Certifications

- ◆ Pharmacy Tech
- ◆ Certified Clinical Medical Assistant
- ◆ Certified Patient Care Tech
- ◆ IV Tech
- ◆ EKG Tech
- ◆ American Welding Society
- ◆ Microsoft Office Specialist
- ◆ Adobe Suite
- ◆ ServSafe Food Handler & Manager
- ◆ FAA Part 107



CTE Practicums

- ◆ Business Management
- ◆ Marketing
- ◆ Health Science
- ◆ Pharmacology
- ◆ AV Production
- ◆ Graphic Design
- ◆ Law Enforcement
- ◆ Culinary Arts
- ◆ Education & Training



Recent Grants

- ◆ Carl Perkins \$60,233 - Entire Program (yearly)
- ◆ Perkins Reserve \$30,000 - Health Science
- ◆ Project Lead the Way \$10,000 - Engineering
- ◆ Lowe's \$12,375 - Horticulture/Agriculture
- ◆ Bosch \$9,280 - Middle School STEM

Total Yearly for 18-19
\$121,888



57

- 57



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 checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Board Mtg. Date 5-20-2019					
Subject:	EH (LOCAL) POLICY UPDATE				
Presenter or Contact Person:	Cleota Epps, Assistant Superintendent Human Resource & Student Services				
Policy/Code:	DCA, DCB, DC, AND DCE, as appropriate.				
Summary:	Update of Policy EH (LOCAL) as recommended by the Curriculum Audit results				
Financial Implications:	None				
Attachments:	Policy EH (LOCAL) with revisions noted.				
Recommendation:	The Administration recommends approval of the Little Elm ISD policy EH (LOCAL) update, as submitted.				
Motion:	I move the Board approve the Little Elm ISD EH (LOCAL) update, as submitted.				

CURRICULUM DESIGN

EH
(LOCAL)

**Curriculum
Development and
Review**

The Board recognizes the need for and value of a systematic, ongoing program of curriculum development and evaluation. The Board designates the Superintendent as the curriculum leader in charge of establishing procedures for the design and delivery of the curriculum. The design and implementation of the curriculum shall be consistent with the Board's adopted mission and applicable goals, state law, and State Board of Education rules. The Board deems it essential that the school system continually develop and modify its curriculum to provide a common direction of action for all instructional and programmatic efforts in the District and to meet changing needs. This curriculum component shall be an integral part of the District's long-range planning process. An environment to support curriculum delivery must be created and maintained by all functions of the organization.

While instructional differentiation is expected to occur to address the unique needs of specific students, that instruction shall be derived from a set of curriculum learnings common to all students. There shall be equal access to the curriculum for all students, which shall be delivered in an equitable manner.

**Curriculum
Philosophy**

The purpose of education is primarily imparting basic knowledge, concepts, processes, and attitudes necessary for the student to successfully function in society. Education recognizes the characteristics unique to each individual and provides a process for the development and expression of each student's innate potential and talents.

The curriculum shall be designed and implemented using a competency-based curriculum approach that has the following premises:

1. Each student is capable of achieving excellence in learning the essentials of formal schooling using a continuous progress approach.
2. Success influences self-concept; self-concept influences learning and behavior.
3. The instructional process can be adapted to improve learning.
4. School staff shall maximize the learning conditions for each student through clearly stated expectations of what students will learn, high expectations for all students, short- and

CURRICULUM DESIGN

EH
(LOCAL)

long-term diagnostic assessments of student achievement, and instructional modifications based on assessment results.

5. Successful student learning must be based on providing appropriate educational experiences at the appropriate level of challenge in order to ensure maximum level of achievement for each student.
6. High levels of student achievement are the benchmarks for effective curriculum (design) and instruction (delivery).

**The Planned and
Written Curriculum**

The Board expects that learning will be enhanced by adherence to a curriculum that promotes continuity and cumulative acquisition of skills and knowledge from grade to grade and from school to school. The curriculum should reflect the best available knowledge of the growth and development of learners, the needs of learners based on the nature of society, **the desires of residents and taxpayers of the district**, state law, and State Board of Education rules.

The focus of the curriculum shall ensure the following in priority order:

1. **Emphasis on reading at grade level.**
2. Mastery of basic skills of **writing and mathematics grade-level reading and writing skills.**
- ~~2. Mastery of mathematics skills.~~
3. Mastery of skills congruent with those tested for each grade level or course, **and**
4. **Objectives derived from state and national assessments.**

The curriculum is designed to provide teachers and students with the Board's expectations of what a student is to learn. The teachers shall teach the curriculum of the District.

Subject area written curriculum and instructional guides shall be developed for all grade levels and subjects in the District. The expectations are that:

1. All curriculum shall be documented in writing. It shall embed external assessment learnings and reflect correlation to the state standards;

CURRICULUM DESIGN

EH
(LOCAL)

2. The curriculum shall be reviewed and updated as needed on a regular cycle of review;
3. Teachers shall have access to copies of guides and shall use the objectives in the guides to develop daily lesson plans; and
4. Administrators shall work with teachers to maintain consistency between the written curriculum and the curriculum objectives actually taught.

Instructional resources such as personnel, textbooks, software, and other materials shall be selected based upon their alignment with the curriculum objectives and curriculum priorities of the District.

~~Proposed curriculum and instruction guides shall be reviewed by external experts prior to adoption, whenever possible.~~

In order to ensure equal access of the curriculum by each student, the curriculum is to be a District-level decision. Persons who have proposals to add, delete, or change the written curriculum shall submit those proposals to the central administration for consideration.

Staff development shall be designed and implemented to prepare staff members to teach the **designed written** curriculum and shall use effective change processes for long-term institutionalization.

**The Taught
Curriculum**

The Board designates the Superintendent to be the instructional leader **and has several expectations of the teaching process**. There must be assurance that teachers and their colleagues are working toward a common set of student objectives. All faculty members have a responsibility not only to contribute to the refinements of the written curriculum, but also to teach to the curriculum objectives. Teachers are required to use the District curriculum and instruction guide as their primary source of instructional direction. The principal shall ensure that optimum use is made of available written curriculum materials and instructional time.

The implementation of the curriculum shall be aligned with the planned and written curriculum, as presented to students by teachers, and the assessed curriculum. Each of these components of the curriculum shall be matched to bring about a high degree of consistency.

All programs, including those for special population students, shall be aligned to the District curriculum. Further, they shall be integrated in their delivery approach.

All curriculum decisions, including, but not limited to, elimination or addition of programs and courses and extensive content alteration, will be subject to board approval. Since the curriculum is a system decision, not a campus or employee decision, curriculum proposals from the employees will be presented first to central administration. If the proposal is acceptable at that level, it will then be presented to the board.

Curriculum and instruction guides shall be provided for all subject areas and courses to assist teachers in their teaching. The format for these guides will be a collaborative district-level decision. The guides will:

1. Reflect alignment to state level adopted objectives;
2. Include scope and sequence, objectives to be taught, assessments in acceptable format, aligned resources, time frame, and instructional strategies; and
3. Include the superintendent's approval date on the cover. Proposed curriculum and instruction guides will be reviewed by external expert prior to adoption, whenever possible.

Curriculum and instruction guides shall serve as the framework from which a teacher will develop units of study, individual lesson plans, and approaches to instruction that serve the student's particular needs at a particular time. The guides shall be used to map a logical sequence of instruction for each student. Teachers are to diagnose where each student's learning is maximized and differentiate instruction as needed. Teachers are to teach each learning to individual student mastery.

In addition to consistent delivery of the objectives in the curriculum, teachers shall base their instructional delivery on sound teaching principles grounded in educational research. Instructional supervision efforts shall focus on these sound teaching principles. This systematic process shall:

1. Establish a school climate that continually affirms the worth and diversity of each student.
2. Expect that each student will perform at high levels of learning.

CURRICULUM DESIGN

EH
(LOCAL)

3. Ensure that each student experiences opportunities for personal success.
4. Vary the time for learning according to the needs of each student and the complexity of the task.
5. Have both staff members and students take responsibility for successful learning.
6. Assess current student skills or learning for instructional assignment.
7. Analyze the content of each objective so that instructional strategies match content and assessment.
8. When appropriate, sequence tasks into a hierarchy of learning skills to maximize the effectiveness of instructional delivery.
9. Orient students to the objectives to be learned.
10. Teach the objectives that provide varied approaches, adequate time, and multiple opportunities for learning and success.
11. Assessing student mastery of the objectives to determine the need for movement to a new instructional objective, extension, enrichment, or correction.
12. For those who attain mastery, progress to the next objective or offer extension or enrichment.
13. For those who do not attain mastery, providing correctives and/or use different strategies until mastery is attained.

Staff development shall be provided for teachers on research-based approaches to teaching in order to provide them with alternative ways to view the teaching act so that they may be as effective as possible.

**The Tested
Curriculum**

The Superintendent or designee shall establish assessment for determining the effectiveness of curricular and instructional programming at District, campus, and classroom levels.

Evaluation

Assessments shall focus on diagnosing the extent to which each student is achieving and maintaining mastery of curriculum

objectives and the extent to which instructors are effectively conveying the curriculum to the students.

District staff shall design and use a variety of assessment approaches in determining the effectiveness of the planned and written curriculum, the taught curriculum, and instructional programs. Periodic reports shall be made to the Board concerning these assessments. **The assessed curriculum is to include the following components:**

- 1. State-level assessments as required.**
- 2. A district criterion-referenced assessment system that documents, records, reports, and awards credit for student skill attainment.**
- 3. An assessment approach developed for all grade levels and courses.**
- 4. A criterion-referenced information management system at the classroom and building levels for coordinating timely instructional planning, student assessment and placement, instructional delivery, and program evaluations.**
- 5. A program evaluation component that guides program redesign around the district curriculum, as well as program delivery.**

Teachers shall conduct frequent assessment of students on the curriculum objectives. Teacher-made tests, as well as criterion-referenced tests, shall be used to determine patterns of student achievement. Teachers **and supervisors** shall use test results to assess the status of individual student achievement, to continuously regroup students for instruction, to identify general achievement trends of various groups of students, and to modify curriculum and/or instruction as warranted by assessment results.

School-based administrators shall review and interpret assessment results to help teachers ensure the assessments are congruent with the written curriculum. The data shall be used to determine appropriate interventions by school-based administrators and teachers.

CURRICULUM DESIGN

EH
(LOCAL)

**Roles and
Responsibilities**

Roles and responsibilities regarding curriculum development shall include the following:

The Board

The Board shall:

1. Establish policies that support ongoing curriculum development and evaluation needed to increase student achievement.
2. Approve the ~~written~~ curriculum scopes and sequences. Adopt multiple instructional resources for teacher use within constraints of state laws and State Board rules.
3. Adopt textbooks as instruction resources to teach the curriculum.(see number 2?)
4. Provide funding for staff development opportunities that focus on and support curriculum design and delivery for increased student achievement.
5. Communicate to its constituents the Board's curricular expectations through the establishment of policy and support of administrative procedures.
6. Fund, through the budget process, resources (time, personnel, and money) needed to develop and implement the curriculum based on data to engender the success of each student.

Superintendent

The Superintendent shall:

1. Implement the policy.
2. Develop and revise policies for adoption by the Board.
3. Establish procedures to guide curriculum design and its delivery.
4. Report annually to the Board concerning implementation of the curriculum.
5. Ensure that a functional decision-making structure is in place to carry out this policy.
6. Provide support to campus-level administrators in their roles of implementing and monitoring the curriculum.

CURRICULUM DESIGN

EH
(LOCAL)

District-Level
Administrators

District-level administrators shall:

1. Implement District-level policies and procedures.
2. **Ensure that a master long-range plan is in place for district curriculum development, revisions, program assessment, and student assessment.**
3. Implement the master long-range plan, providing technical and expert assistance as required.
4. Analyze data and prepare reports for appropriate assigned tasks for staff and Board consideration.
5. Provide support for campus-level administrators in monitoring the implementation of the curriculum.

Campus-Level
Administrators

Campus-level administrators shall:

1. Analyze and interpret student assessment data to use in making school-improvement decisions.
2. Monitor the implementation of the curriculum using the following basic strategies:
 - a. **45-minute** observations and conferences.
 - b. Frequent walk-through observations and follow-up conversations.
 - c. Curriculum planning meetings and review of minutes of the meetings.
 - d. Periodic review of curriculum documents.
3. Translate the importance of effective curriculum and instruction practices on a regular basis.
4. Observe classes, monitor lessons, and evaluate assessment materials utilized on their campuses.
5. Provide campus-based professional development opportunities.
6. Provide opportunities for teachers to discuss and share ideas and strategies to teach the curriculum standards and objectives.

CURRICULUM DESIGN

EH
(LOCAL)

7. Help parents understand their roles in supporting the learning of the curriculum.

Teachers

Teachers shall:

1. Align resources used to the curriculum.
2. ~~Align teaching to~~ Teach the District curriculum.
3. Frequently assess and document student mastery of curriculum objectives, and modify instruction to ensure student success
- ~~8. Analyze and interpret student assessment data to diagnose each student's learning in order to differentiate instruction to meet each student's instructional needs.~~
4. Incorporate research-based instructional strategies in the teaching of the curriculum.
5. Seek and actively participate in appropriate, ongoing professional development.
6. Participate in curriculum development/revision activities.
7. Participate collaboratively with colleagues to reflect on one's teaching practices.
8. Ensure equal access to curriculum and equitable delivery to each student.
9. Encourage parents to support student learning.

Budget

The administration shall ensure that the District budget becomes a document that reflects funding decisions based on the organization's educational goals and priorities through a performance-driven budget. The budget development process shall ensure that goals and priorities are considered in the preparation of budget proposals and that any decisions related to reduction or increase in funding levels are addressed in those terms.

CURRICULUM DESIGN

EH
(LOCAL)

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CURRICULUM DESIGN

EH
(LOCAL)

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CURRICULUM DESIGN

EH
(LOCAL)

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Curriculum**

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CURRICULUM DESIGN

EH
(LOCAL)

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4. Vary the time for learning according to the needs of each student and the complexity of the task.

CURRICULUM DESIGN

EH
(LOCAL)

5. Have both staff members and students take responsibility for successful learning.
6. Assess current student skills or learning for instructional assignment.
7. Analyze the content of each objective so that instructional strategies match content and assessment.
8. When appropriate, sequence tasks into a hierarchy of learning skills to maximize the effectiveness of instructional delivery.
9. Orient students to the objectives to be learned.
10. Teach the objectives that provide varied approaches, adequate time, and multiple opportunities for learning and success.
11. Assessing student mastery of the objectives to determine the need for movement to a new instructional objective, extension, enrichment, or correction.
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Staff development shall be provided for teachers on research-based approaches to teaching in order to provide them with alternative ways to view the teaching act so that they may be as effective as possible.

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Curriculum**

The Superintendent or designee shall establish assessment for determining the effectiveness of curricular and instructional programming at District, campus, and classroom levels.

Evaluation

Assessments shall focus on diagnosing the extent to which each student is achieving and maintaining mastery of curriculum objectives and the extent to which instructors are effectively conveying the curriculum to the students.

District staff shall design and use a variety of assessment approaches in determining the effectiveness of the planned and written curriculum, the taught curriculum, and instructional programs. Periodic reports shall be made to the Board concerning

CURRICULUM DESIGN

EH
(LOCAL)

these assessments. The assessed curriculum is to include the following components:

1. State-level assessments as required.
2. A district criterion-referenced assessment system that documents, records, reports, and awards credit for student skill attainment.
3. An assessment approach developed for all grade levels and courses.
4. A criterion-referenced information management system at the classroom and building levels for coordinating timely instructional planning, student assessment and placement, instructional delivery, and program evaluations.
5. A program evaluation component that guides program redesign around the district curriculum, as well as program delivery.

Teachers shall conduct frequent assessment of students on the curriculum objectives. Teacher-made tests, as well as criterion-referenced tests, shall be used to determine patterns of student achievement. Teachers and supervisors shall use test results to assess the status of individual student achievement, to continuously regroup students for instruction, to identify general achievement trends of various groups of students, and to modify curriculum and/or instruction as warranted by assessment results.

School-based administrators shall review and interpret assessment results to help teachers ensure the assessments are congruent with the written curriculum. The data shall be used to determine appropriate interventions by school-based administrators and teachers.

Roles and Responsibilities

Roles and responsibilities regarding curriculum development shall include the following:

The Board

The Board shall:

1. Establish policies that support ongoing curriculum development and evaluation needed to increase student achievement.

CURRICULUM DESIGN

EH
(LOCAL)

2. Approve the curriculum scopes and sequences.
Adopt multiple instructional resources for teacher use within constraints of state laws and State Board rules.
3. Adopt textbooks as instruction resources to teach the curriculum.
4. Provide funding for staff development opportunities that focus on and support curriculum design and delivery for increased student achievement.
5. Communicate to its constituents the Board's curricular expectations through the establishment of policy and support of administrative procedures.
6. Fund, through the budget process, resources (time, personnel, and money) needed to develop and implement the curriculum based on data to engender the success of each student.

Superintendent

The Superintendent shall:

1. Implement the policy.
2. Develop and revise policies for adoption by the Board.
3. Establish procedures to guide curriculum design and its delivery.
4. Report annually to the Board concerning implementation of the curriculum.
5. Ensure that a functional decision-making structure is in place to carry out this policy.
6. Provide support to campus-level administrators in their roles of implementing and monitoring the curriculum.

District-Level
Administrators

District-level administrators shall:

1. Implement District-level policies and procedures.
2. Ensure that a master long-range plan is in place for district curriculum development, revisions, program assessment, and student assessment.

CURRICULUM DESIGN

EH
(LOCAL)

3. Implement the master long-range plan, providing technical and expert assistance as required.
4. Analyze data and prepare reports for appropriate assigned tasks for staff and Board consideration.
5. Provide support for campus-level administrators in monitoring the implementation of the curriculum.

**Campus-Level
Administrators**

Campus-level administrators shall:

1. Analyze and interpret student assessment data to use in making school-improvement decisions.
2. Monitor the implementation of the curriculum using the following basic strategies:
 - a. 45-minute observations and conferences.
 - b. Frequent walk-through observations and follow-up conversations.
 - c. Curriculum planning meetings and review of minutes of the meetings.
 - d. Periodic review of curriculum documents.
3. Translate the importance of effective curriculum and instruction practices on a regular basis.
4. Observe classes, monitor lessons, and evaluate assessment materials utilized on their campuses.
5. Provide campus-based professional development opportunities.
6. Provide opportunities for teachers to discuss and share ideas and strategies to teach the curriculum standards and objectives.
7. Help parents understand their roles in supporting the learning of the curriculum.

Teachers

Teachers shall:

1. Align resources used to the curriculum.
2. Teach the District curriculum.

CURRICULUM DESIGN

EH
(LOCAL)

3. Frequently assess and document student mastery of curriculum objectives, and modify instruction to ensure student success
4. Incorporate research-based instructional strategies in the teaching of the curriculum.
5. Seek and actively participate in appropriate, ongoing professional development.
6. Participate in curriculum development/revision activities.
7. Participate collaboratively with colleagues to reflect on one's teaching practices.
8. Ensure equal access to curriculum and equitable delivery to each student.
9. Encourage parents to support student learning.

Budget

The administration shall ensure that the District budget becomes a document that reflects funding decisions based on the organization's educational goals and priorities through a performance-driven budget. The budget development process shall ensure that goals and priorities are considered in the preparation of budget proposals and that any decisions related to reduction or increase in funding levels are addressed in those terms.

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 checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Discussion Item <input type="checkbox"/>
Board Mtg. Date 05-20-2019					
Subject:	FINANCIAL REPORTS - MARCH 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 March 2019 Financial Reports as presented.				
Motion:	I move that the Board approve the March 2019 Financial Reports as presented.				

Little Elm Independent School District
General Fund
Budget Amendments
May 2019

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	183	00	11,204	36	11,204	Var		Budget for athletic playoff host revenues and associated expenditures.
2	199	13	10,270	11	10,270	001		Reallocate funds to cover purchase of equipment for CTE engineering lab.
3	199	11	681	31	681	001		Reallocate funds to purchase furniture for Crisis Center Evaluation/Counseling area.
4	199	00	466	11	466	041		Budget for classroom band fees.
5	199	36	900	23	900	041		Reallocate funds to cover catering costs.
6	199	00	85	11	85	042		Budget for classroom music fees.
7	199	11	800	13	800	042		Reallocate funds to cover ICC Instructional Coaching Conference costs.
8	199	11	2,355	23	3,096	104		Reallocate funds to cover purchase of furniture and equipment for teachers lounge, collaborative area, reception area, and nurse's office.
		12	400					
		13	341					
9	199	11	1,116	23	1,312	105		Reallocate funds to cover purchase of furniture for PLC room.
		13	124					
		33	72					
10	199	13	5,000	11	5,000	821		Reallocate funds to purchase testing tool to identify english learners.
11	199	21	3,000	13	3,000	821		Reallocate funds to cover cost of ESC Services for teacher training.
12	199	11	66,029	13	66,029	821		Reallocate funds to cover extra duty pay for curriculum writing.
13	199	11	15,000	13	15,000	821		Reallocate funds to cover extra duty pay for curriculum writing.
14	199	13	1,200	11	1,200	821		Reallocate funds to purchase Snap and Read.

Little Elm Independent School District
General Fund
Budget Amendments
May 2019

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
15	199	23	175	13	175	821		Reallocate funds to purchase SuccessEd.
16	199	21	6,646	13	6,646	821		Reallocate funds to purchase SuccessEd.
17	199	13	2,033	11	2,033	821		Reallocate funds to purchase classroom supplies and printer for GT program.
18	199	13	8,000	11	8,000	823		Reallocate funds to cover contracted services for SLP and VI Teacher.
19	199	13	6,500	11	4,246	823		Reallocate funds to cover cost of contracted services and the renewal of Success Ed bundle for SPED department.
		21	800	31	3,054			
20	199	11	4,378	31	4,677	824		Reallocate funds to cover renewal of Success Ed 504 bundle for database management.
		13	172					
		61	127					
21	199	11	600	13	600	824		Reallocate funds to cover professional development costs for dyslexia therapist.
22	199	13	5,000	11	1,000	Var		Reallocate funds to cover purchase of athletic and art supplies.
				36	4,000			
23	199	36	12,978	11	12,978	Var		Reallocate funds to cover fine arts and PE supply purchases for Chavez, Hackberry, Lakeview, and Oak Point Elementaries.
24	199	36	2,966	11	2,966	042		Reallocate funds to cover fine arts and PE supply purchases for Prestwick STEM Academy.
25	199	36	1,013	11	1,013	103		Reallocate funds to cover art supply purchases for Brent Elementary.
26	199	11	190	35	190	001		Budget for higher than anticipated TRS On-Behalf expense for Child Nutrition Department.
27	199	11	40	23	40	829		Reallocate funds to cover TAE membership fee.
28	199	51	20,000	13	20,000	821		Reallocate funds to cover extra duty pay for summer curriculum writing.

Little Elm Independent School District
General Fund
Budget Amendments
May 2019

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
29	199	21	100,212	41	100,212	741		Reallocate payroll budget to align with position.
30	199	11	170,000	23	140,000	Var		Reallocate payroll budgets to align with positions.
				31	20,000			
				41	10,000			
31	199	51	20,000	36	20,000	999		Reallocate funds to cover higher than anticipated student area/state travel costs.
32	199	00	614,000	00	614,000	821	614,000	Budget for higher than anticipated interest earnings.
33	195	00	614,000	11	614,000	826	(614,000)	Budget for Chromebook refresh for 6th-8th graders.
34	196	00	6,260	51	6,260	001		Budget for TASB Risk insurance proceeds received to cover repair costs for driver's ed vehicle.
	Total		1,715,133		1,715,133		0	

Pending Board approval of purchase

Little Elm Independent School District
Capital Project Funds
Budget Amendments
May 2019

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	6XX	00	800,000	00	800,000	999		Transfer funds from Technology Capital Outlay Fund 695 to Operations Capital Outlay Fund 696 to cover cost of summer renovation projects.
	Total		800,000		800,000		0	

Page 1 of 2

GENERAL FUND

DEBT SERVICE FUND

		1XX		
		PROPOSED		
CONTROL		ORIGINAL	AMENDMENTS	AMENDED
CODES	REVENUES	BUDGET		BUDGET
5700	LOCAL	52,754,553	4,865	52,759,418
5800	STATE	18,351,031		18,351,031
5900	FEDERAL	1,250,000		1,250,000
		72,355,584	4,865	72,360,449
Expenditures				
11	Instruction	39,910,999	(75,411)	39,835,588
12	Library Services	732,379		732,379
13	Staff Development	1,578,730	68,326	1,647,056
21	Instructional Admin	1,428,871	(43,811)	1,385,060
23	Campus Administration	4,371,986	(1,784)	4,370,202
31	Guidance & Counseling	2,148,114		2,148,114
32	Attendance & Social Services	33,300		33,300
33	Health Services	578,378	200	578,578
34	Student Transportation	2,372,370		2,372,370
35	Food Services	175,525		175,525
36	Co-curricular Activities	2,007,953	9,050	2,017,003
41	General Administration	3,149,142	54,395	3,203,537
51	Plant Maintenance	7,825,239	2,900	7,828,139
52	Security	1,273,634		1,273,634
53	Data Processing	1,588,270	(9,000)	1,579,270
61	Community Services	53,598		53,598
71	Debt Services	1,402,642		1,402,642
81	Facilities	194,454		194,454
91	Contracted Instr Between Schools	1,100,000		1,100,000
95	Payments to JUV Justice Alt	40,000		40,000
99	Intergovernmental Charges	385,000		385,000
TOTAL EXPENDITURES		72,350,584	4,865	72,355,449
00	Other Resources	-	-	-
00	Other Uses	(5,000)	-	(5,000)
FUND BALANCE 08/31/18		28,930,503	-	28,930,503
EST FUND BALANCE		28,930,503	-	28,930,503

[illegible]

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 March 31, 2019

GENERAL FUND
Fund 1XX

CONTROL CODES	REVENUES	2018-2019 Approved Budget	PERIOD RECEIPTS/ EXPENDITURES	Y-T-D RECEIVED/ ENC + EXP	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT TO TOTAL	PERCENT OF YEAR ELAPSED
5700	LOCAL	52,759,418.00	595,764.19	54,152,355.74	1,392,937.74	102.64%	58%
5800	STATE	18,351,031.00	665,933.09	9,479,828.26	(8,871,202.74)	51.66%	58%
5900	FEDERAL	1,250,000.00	20,892.88	1,467,332.57	217,332.57	117.39%	58%
TOTAL REVENUES		72,360,449.00	1,282,590.16	65,099,516.57	(7,260,932.43)	89.97%	58%
EXPENDITURES							
0011	Instruction	39,835,588.00	3,086,658.98	25,360,554.44	14,475,033.56	63.66%	58%
0012	Library Services	732,379.00	49,226.90	498,960.64	233,418.36	68.13%	58%
0013	Curriculum & Staff Development	1,647,056.00	87,043.52	870,595.18	776,460.82	52.86%	58%
0021	Instructional Leadership	1,385,060.00	61,809.80	729,408.86	655,651.14	52.66%	58%
0023	School Leadership	4,370,202.00	330,150.09	2,454,646.23	1,915,555.77	56.17%	58%
0031	Guidance & Counseling	2,148,114.00	162,797.60	1,189,035.16	959,078.84	55.35%	58%
0032	Social Work Services	33,300.00	-	32,095.49	1,204.51	96.38%	58%
0033	Health Services	578,578.00	42,702.38	367,785.42	210,792.58	63.57%	58%
0034	Student Transportation	2,372,370.00	23,023.97	1,180,275.49	1,192,094.51	49.75%	58%
0035	Food Services	175,525.00	8,931.79	99,428.40	76,096.60	56.65%	58%
0036	Co-curricular Activities	2,017,003.00	160,999.57	1,278,771.92	738,231.08	63.40%	58%
0041	General Administration	3,203,537.00	249,189.85	1,972,878.91	1,230,658.09	61.58%	58%
0051	Plant Maintenance	7,828,139.00	462,999.96	4,330,297.11	3,497,841.89	55.32%	58%
0052	Security & Monitoring	1,273,634.00	20,711.24	571,565.38	702,068.62	44.88%	58%
0053	Data Processing	1,579,270.00	74,453.33	883,820.83	695,449.17	55.96%	58%
0061	Community Service	53,598.00	2,795.66	33,886.59	19,711.41	63.22%	58%
0071	Debt Services	1,402,642.00	-	961,272.55	441,369.45	68.53%	58%
0081	Facility Acquisition	194,454.00	25,541.39	127,614.81	66,839.19	65.63%	58%
0091	Contracted Instr Between Schools	1,100,000.00	-	768,280.00	331,720.00	69.84%	58%
0095	Pmt to Juvenile Justice	40,000.00	-	5,963.00	34,037.00	14.91%	58%
0099	Intergovernmental Charges	385,000.00	108,917.41	302,800.82	82,199.18	78.65%	58%
TOTAL EXPENDITURES		72,355,449.00	4,957,953.44	44,019,937.23	28,335,511.77	60.84%	58%
OPERATING TRANSFERS							
7910	Other Resources	-	-	-	-		
8910	Other Uses	(5,000.00)	-	2,038.00			
TOTAL OPERATING TRANSFERS		(5,000.00)	-	2,038.00			
0100	Fund Balance 08/31/18	28,930,503.00	-	28,930,503.00			
3000	Year to Date Fund Bal. (unaudited)	28,930,503.00		50,012,120.34			

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
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	-	-	-	-	-	31,123,061.66
38,220.74	773,699.59	2,152,863.71	361,201.05	-	-	-	-	-	-	-	-	3,325,985.09
15,549.15	16,986.74	14,598.23	13,019.96	9,394.62	5,773.20	7,065.91	-	-	-	-	-	82,387.81
1,340,828.90	383,948.81	869,726.97	152,096.48	144,083.57	168,838.68	188,845.31	-	-	-	-	-	3,248,368.72
-	363,650.00	356,612.00	251,463.00	114,404.00	114,404.00	440,433.00	-	-	-	-	-	1,640,966.00
2,587,581.00	2,113,488.00	1,111,659.00	-	-	-	-	-	-	-	-	-	5,812,728.00
256,616.14	-	-	260,360.00	-	-	-	-	-	-	-	-	260,360.00
14,051.95	9,648.80	-	-	-	-	-	-	-	-	-	-	266,264.94
93,762.91	23,207.50	36,595.51	822,056.26	38,137.07	15,798.98	20,892.88	-	-	-	-	-	970,740.15
151,978.48	209,573.68	33,427.90	289,589.70	-	148,389.38	138,886.47	-	-	-	-	-	913,630.04
159,875.62	224,762.78	255,173.67	213,810.50	153,550.87	224,307.40	239,719.81	-	-	-	-	-	1,463,303.51
1,000.10	209,193.12	164,018.54	135,436.82	160,012.27	183,309.23	144,698.68	-	-	-	-	-	1,156,544.28
-	979.24	45.50	45.50	412.50	45.50	45.50	-	-	-	-	-	2,573.84
-	-	-	-	-	-	-	-	-	-	-	-	-
500,000.00	2,425,000.00	-	-	-	9,441,109.89	11,416.99	-	-	-	-	-	12,377,526.88
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	-	-	-	-	-	31,521,379.26
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	-	-	-	-	-	21,930,553.34
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	-	-	-	-	-	17,753,046.93
801,264.94	826,959.61	820,904.27	823,096.94	819,459.67	814,192.38	811,102.99	-	-	-	-	-	5,716,980.80
357,552.43	359,517.04	437,762.17	366,707.56	357,639.16	357,966.14	362,054.78	-	-	-	-	-	2,599,199.28
367.02	3,042.00	417.35	165.00	85.00	111.00	85.00	-	-	-	-	-	4,272.37
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	-	-	-	-	-	48,004,052.72
-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	260,360.00	-	-	-	-	-	-	-	-	260,360.00
-	-	-	-	-	3,400,000.00	-	-	-	-	-	-	3,400,000.00
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	-	-	-	-	-	51,664,412.72
(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)	-	-	-	-	-	(20,143,033.46)
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	-	-	-	-	-	10,980,028.20
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	-	-	-	-	-	67,272,072.14
59,589,356.79	59,687,270.53											

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

	September Actual	October Actual	November Actual	December Actual	January Actual	February Actual	March Actual	April Actual	May Actual	June Actual	July Actual	August Actual	TOTAL
<i>Beginning Cash Balance in Bank</i>	36,970.28	49,627.38	358,101.89	420,476.81	125,571.78	125,667.80	125,754.59	-	-	-	-	-	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	-	-	-	-	-	914.23
Bond Issuance	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General Operating	-	-	-	260,360.00	-	-	-	-	-	-	-	-	260,360.00
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	12,657.10	308,474.51	862,374.92	405,094.97	96.02	86.79	96.16	-	-	-	-	-	1,588,880.47
DISBURSEMENTS													
Bank Charges/ NSF's/Bk Trans	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers to Investment Accounts	-	-	800,000.00	700,000.00	-	-	-	-	-	-	-	-	1,500,000.00
Transfer to General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	-	-	800,000.00	700,000.00	-	-	-	-	-	-	-	-	1,500,000.00
Net Change in Cash	12,657.10	308,474.51	62,374.92	(294,905.03)	96.02	86.79	96.16	-	-	-	-	-	88,880.47
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	-	-	-	-	-	125,850.75
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	-	-	-	-	-	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	-	-	-	-	-	173,492.02
Transfers in	-	-	800,000.00	11,951,794.25	5,752,307.35	2,177,502.53	207,787.97	-	-	-	-	-	20,889,392.10
Transfers out	-	-	-	-	-	(6,366,924.11)	-	-	-	-	-	-	(6,366,924.11)
Ending Cash Balance Invested	5,291,056.31	5,300,690.18	6,110,870.33	18,083,832.44	23,878,460.75	19,729,802.93	19,978,353.38	-	-	-	-	-	19,978,353.38
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	-	-	-	-	-	20,104,204.13

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

Operating Fund:

Balance per bank	10,980,028.20
Add: Texas Class	93,104,703.80
Lone Star	62,236,402.16
TexStar	57,058,307.86
Add: Deposits in Transit	11,989.04
Taxes in Transit	93,812.76
Less: Outstanding Checks/Wires	(983,310.91)
Balance per Books	222,501,932.91

Interest & Sinking Fund:

Balance per bank	125,850.75
Add: Texpool	19,978,353.38
Add: Taxes in Transit	37,595.53
Less: Outstanding Checks	-
Balance per Books	20,141,799.66

Total Balance per Books	242,643,732.57
--------------------------------	-----------------------

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: March 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
03/01/19	Lone Star Corporate Overnight		Investment Pool Investment	12,699,819.58	100.0000%	100.0000%	0.0000%	12,699,819.58				
			Withdrawal	-				12,699,819.58				
03/31/19			Interest	27,969.59			2.5900%	12,727,789.17			27,969.59	-
				<u>12,727,789.17</u>				<u>12,727,789.17</u>			<u>27,969.59</u>	<u>-</u>

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/19	TexSTAR		Investment Pool Investment	1,428,715.80	100.0000%	100.0000%	0.0000%	1,428,715.80				
			Withdrawal	-				1,428,715.80				
03/31/19			Interest	2,925.80			2.4112%	1,431,641.60			2,925.80	-
				<u>1,431,641.60</u>				<u>1,431,641.60</u>			<u>2,925.80</u>	<u>-</u>

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/19	Texas Class		Investment Pool Investment	38,559,306.93	100.0000%	100.0000%	0.0000%	38,559,306.93				
			Withdrawal	518,786.49				39,078,093.42				
03/31/19			Interest	80,197.44			2.4300%	39,158,290.86			80,197.44	-
				<u>39,158,290.86</u>				<u>39,158,290.86</u>			<u>80,197.44</u>	<u>-</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: March 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
03/01/19	Lone Star Government Overnight		Investment Pool Investment	49,480,037.20	100.0000%	100.0000%	0.0000%	49,480,037.20				
			Withdrawal	(72,460.50)				49,480,037.20				
03/31/19			Interest	101,036.29			2.4100%	49,407,576.70				(72,460.50)
				<u>101,036.29</u>				49,508,612.99			101,036.29	
				<u>49,508,612.99</u>				<u>49,508,612.99</u>			<u>101,036.29</u>	<u>(72,460.50)</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
03/01/19	TexSTAR		Investment Pool Investment	55,993,126.46	100.0000%	100.0000%	0.0000%	55,993,126.46				
			Withdrawal	(480,300.62)				55,993,126.46				
03/31/19			Interest	113,840.42			2.4112%	55,512,825.84				(480,300.62)
				<u>113,840.42</u>				55,626,666.26			113,840.42	
				<u>55,626,666.26</u>				<u>55,626,666.26</u>			<u>113,840.42</u>	<u>(480,300.62)</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
03/01/19	Texas CLASS		Investment Pool Investment	4,452,700.75	100.0000%	100.0000%	0.0000%	4,452,700.75				
			Withdrawal	(566,622.29)				4,452,700.75				
03/31/19			Interest	8,831.89			2.6100%	3,886,078.46				(566,622.29)
				<u>8,831.89</u>				3,894,910.35			8,831.89	
				<u>3,894,910.35</u>				<u>3,894,910.35</u>			<u>8,831.89</u>	<u>(566,622.29)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: March 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
03/01/19	Texas CLASS Gov't		Investment Pool	49,965,704.65	100.0000%	100.0000%	0.0000%	49,965,704.65				
			Investment	-				49,965,704.65				
			Withdrawal	(17,212.93)				49,948,491.72				(17,212.93)
03/31/19			Interest	103,010.87			2.4300%	50,051,502.59			103,010.87	
				50,051,502.59				50,051,502.59			103,010.87	(17,212.93)

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: March 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
03/01/19	TexPool		Investment Pool	19,729,802.93	100.0000%	100.0000%	0.0000%	19,729,802.93				
			Investment	207,787.97				19,937,590.90				
			Withdrawal	-				19,937,590.90				-
03/31/19			Interest	40,762.48			2.4164%	19,978,353.38			40,762.48	
				<u>19,978,353.38</u>				<u>19,978,353.38</u>			<u>40,762.48</u>	-

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/19
Accounting Period: 03

92

	Fund: 1XX	%	Fund: 211	%	Fund: 224	%	Fund: 225	%
	General Operating		Title I-A Improving Basic		IDEA-B Formula (Spec Ed)		IDEA-B Pre-School (Spec Ed)	
Revenue Budget	72,360,449.00	100.00%	608,108.00	100.00%	1,276,698.00	100.00%	31,334.00	100.00%
Period Receipts	1,282,590.16		-		138,886.47		-	
Revenue Received to Date	65,099,516.57	89.97%	168,664.08	27.74%	333,206.51	26.10%	655.88	2.09%
Revenues Receivable:	7,260,932.43	10.03%	439,443.92	72.26%	943,491.49	73.90%	30,678.12	97.91%
Expenditure Budget	72,360,449.00	100.00%	608,108.00	100.00%	1,276,698.00	100.00%	31,334.00	100.00%
Period Expenditures	4,957,953.44		44,781.32		75,248.48		639.22	
Exp./Encumbrances to Date	44,017,899.23	60.83%	350,197.81	57.59%	574,440.71	44.99%	8,561.16	27.32%
Balance to Expend:	28,342,549.77	39.17%	257,910.19	42.41%	702,257.29	55.01%	22,772.84	72.68%
Actual Revenue Over (Under)								
Actual Expenditures & Encumbrances:	21,081,617.34		(181,533.73)		(241,234.20)		(7,905.28)	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/19
Accounting Period: 03

03

	Fund: 244	%	Fund: 255	%	Fund 263	%	Fund 289	%
	Voc Ed Basic Grant		Title II TPTR		Title III, Part A LEP		Title IV, Part A Subpart 1	
Revenue Budget	57,852.00	100.00%	139,706.00	100.00%	133,377.00	100.00%	35,842.00	100.00%
Period Receipts	-		-		-		-	
Revenue Received to Date	20,000.00	34.57%	38,921.66	27.86%	34,433.32		-	
Revenues Receivable:	37,852.00	65.43%	100,784.34	72.14%	98,943.68		35,842.00	
Expenditure Budget	57,852.00	100.00%	139,706.00	100.00%	133,377.00	100.00%	35,842.00	100.00%
Period Expenditures	17,979.00		2,616.78		5,977.42		-	
Exp./Encumbrances to Date	46,212.00	79.88%	60,521.68	43.32%	58,082.62	43.55%	3,790.00	10.57%
Balance to Expend:	11,640.00	20.12%	79,184.32	56.68%	75,294.38		32,052.00	
Actual Revenue Over (Under) Actual Expenditures:	(26,212.00)		(21,600.02)		(23,649.30)		(3,790.00)	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/19
Accounting Period: 03

	Fund 289-02	%	Fund: 385	%	Fund 410	%	Fund: 240	%
	LEP Summer School		Visually Impaired SSVI		Instructional Materials		Food Service	
Revenue Budget	-	100.00%	3,590.00	100.00%	371,063.00	100.00%	3,850,828.00	100.00%
Period Receipts	12,516.00		-		-		410,645.58	
Revenue Received to Date	12,516.00	#DIV/0!	3,590.00	100.00%	371,064.94	100.00%	2,621,078.34	68.07%
Revenues Receivable:	-		-	0.00%	-	0.00%	1,229,749.66	31.93%
Expenditure Budget	-	100.00%	3,590.00	100.00%	379,073.00	100.00%	4,274,828.00	100.00%
Period Expenditures	-		-		-		370,097.70	
Exp./Encumbrances to Date	-	#DIV/0!	3,590.00	100.00%	376,658.94	99.36%	3,192,013.13	74.67%
Balance to Expend:	-		-	0.00%	2,414.06	0.64%	1,082,814.87	25.33%
Actual Revenue Over (Under)								
Actual Expenditures & Encumbrances:	12,516.00		-		(5,594.00)		(570,934.79)	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/19
Accounting Period: 03

	Fund: 511	%	Fund: 720	%
	Debt Service		Child Care	
Revenue Budget	21,230,000.00	100.00%	670,220.00	100.00%
Period Receipts	212,293.42		51,839.07	
Revenue Received to Date	21,187,570.54	99.80%	357,689.11	53.37%
Revenues Receivable:	42,429.46	0.20%	312,530.89	46.63%
Expenditure Budget	21,100,000.00	100.00%	628,990.00	100.00%
Period Expenditures	-		46,889.89	
Exp./Encumbrances to Date	6,371,284.11	30.20%	354,893.16	56.42%
Balance to Expend:	14,728,715.89	69.80%	274,096.84	43.58%
Actual Revenue Over (Under)				
Actual Expenditures & Encumbrances:	14,816,286.43		2,795.95	

Denton County
Monthly Collection Status Report
March 2019

Little Elm ISD

	Collections Month of March	Cumulative Total 10/1/18 thru 03/31/19	% of Tax Levy
Current Tax Year Collections			
Base M&O	391,781.40	51,324,668.44	98.04%
Base I&S	157,382.12	20,617,601.04	
Base I&S Bond	-	-	
P&I M&O	29,230.70	101,172.24	
P&I I&S	11,320.15	26,160.57	
P&I I&S Bond	-	-	
Attorney Fee	1,210.33	1,210.33	
Subtotal	<u>590,924.70</u>	<u>72,070,812.62</u>	98.22%
Delinquent TaxYears Collections			
Base M&O	2,234.73	183,713.47	
Base I&S	1,058.24	65,201.30	
Base I&S Bond	-	-	
P&I M&O	4,801.12	46,934.95	
P&I I&S	1,674.27	16,338.77	
P&I I&S Bond	-	-	
Attorney Fee	2,560.37	37,243.27	
Other*	-	-	
Subtotal	<u>12,328.73</u>	<u>349,431.76</u>	
Combined Current & Delinquent:			
Base M&O	394,016.13	51,508,381.91	
Base I&S	158,440.36	20,682,802.34	
Base I&S Bond	-	-	
P&I M&O	34,031.82	148,107.19	
P&I I&S	12,994.42	42,499.34	
Attorney Fee	3,770.70	38,453.60	
Other*	-	-	
Total Collections	<u><u>603,253.43</u></u>	<u><u>72,420,244.38</u></u>	
Original 2018 Tax Levy		<u><u>73,696,432.15</u></u>	
Current 2018 Tax Levy		<u><u>73,377,932.98</u></u>	

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

	Tax Year 2018 Collections thru March 2019	% of Tax Levy	Tax Year 2017 Collections thru March 2018	% of Tax Levy
Current Tax Year Collections				
Base M&O + I&S	71,942,269.48	98.04%	57,126,101.51	98.16%
P&I M&O + I&S	127,332.81		75,047.71	
Attorney Fee	1,210.33		8,226.08	
Subtotal	<u>72,070,812.62</u>	98.22%	<u>57,209,375.30</u>	98.30%
Delinquent Tax Years Collections				
Base M&O + I&S	248,914.77		840,222.39	
P&I M&O + I&S	63,273.72		192,791.05	
Attorney Fee	37,243.27		31,936.78	
Subtotal	<u>349,431.76</u>		<u>1,064,950.22</u>	
Combined Current & Delinquent:				
Base M&O + I&S	72,191,184.25		57,966,323.90	
P&I M&O + I&S	190,606.53		267,838.76	
Attorney Fee	38,453.60		40,162.86	
Other	-		-	
Total Collections	<u><u>72,420,244.38</u></u>		<u><u>58,274,325.52</u></u>	
Adjusted 2017 Tax Levy			<u><u>58,197,612.74</u></u>	
Original 2018 Tax Levy	<u><u>73,696,432.15</u></u>			
Current 2018 Tax Levy	<u><u>73,377,932.98</u></u>			

Denton County
Levy Outstanding Status Report
March 2019
Little Elm ISD

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 03/01/19	2,102,636.74	490,150.67
Base M&O + I&S Collections	549,163.52	3,292.97
Supplement/Adjustments	(117,809.72)	(16,537.65)
	<hr/>	<hr/>
Remaining Levy as of 03/31/19	<u>1,435,663.50</u>	<u>470,320.05</u>
Cumulative (From 10/01/18 thru 03/31/19)		
Original 2018 Tax Levy (as of 10-1-18)	73,696,432.15	678,333.51
Base M&O + I&S Collections	71,942,269.48	248,914.77
Supplement/Adjustments	(318,499.17)	40,901.31
	<hr/>	<hr/>
Remaining Levy as of 03/31/19	<u>1,435,663.50</u>	<u>470,320.05</u>

As of 04-24-19

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	<u>(7,800.00)</u>
	207,283.00

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						
66						-
						-
						-
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						
						-
						-
						-
Prestwick						

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
	Prestwick Dumpster Wall	SFCC, Inc.	Replace dumpster wall with new construction		40,451.90	40,451.90
						-
						40,451.90
Zellars						
	Zellars Expansion Joint Repair	CBS Roofing	Expansion joint repair	35,600.00		35,600.00
	SPED Office Renovations	SFCC	SPED office renovations	12,100.00		12,100.00
	SPED Office Renovations	Southwest Networks, Inc.	SPED office renovations	1,971.63		1,971.63
						49,671.63
Other						
						-
						-
						-
	Total			123,374.32	49,772.56	173,146.88
Balance						34,136.12

As of 04-24-19

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	<u>219,636.00</u>
	248,373.00

1,321,107.38

Balance	1,232,688.38
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Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-20-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	ORDER AUTHORIZING ISSUANCE OF BONDS PER 2017 BOND ELECTION PASSING PROPOSITION B				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent & CFO				
Policy/Code:					
Summary:	<p>ORDER AUTHORIZING THE ISSUANCE OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REUNDING BONDS, TAXABLE SERIES 2019 IN A AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE PREPERATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT AND PURPOSES OF THIS ORDER.</p> <p>The parameters are set out in Section 7.01(a) as follows:</p> <ul style="list-style-type: none">(i) the Bonds shall not bear interest at a true interest cost in excess of 5.000% and the net effective interest rate on the Bonds shall not exceed the maximum rate permitted by law;(ii) the refunding of the Refunded Notes shall produce a positive net present value debt service savings;				

	<p>(iii) the Pricing Certificate shall indicate the amount of authorized but unissued bonds, if any, that remain available to the district from the Election following the issuance of the Bonds approved in the Pricing Certificate;</p> <p>(iv) the Bonds shall mature not later than August 15, 2033.</p> <p>The Superintendent and the Associate Superintendent and Chief Financial Officer are both Authorized Officers with the authority to approve the Bonds if the parameters are met. The authorization is for 180 days from the date the Board approved the Bond Order.</p>
Financial Implications:	Increase Little Elm ISD debt requiring debt service payments and decrease Little Elm ISD general fund debt.
Attachments:	Bond Order
Recommendation:	The Administration recommends approval of the Bond Order as submitted.
Motion:	I move the Board approve the Bond Order, as submitted and discussed.

ORDER
AUTHORIZING THE ISSUANCE OF

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2019

Adopted: May __, 2019

TABLE OF CONTENTS

Page

ARTICLE I DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01. Definitions.....	3
Section 1.02. Other Definitions	6
Section 1.03. Findings.....	6
Section 1.04. Table of Contents, Titles and Headings	6
Section 1.05. Interpretation.....	6

ARTICLE II SECURITY FOR THE BONDS

Section 2.01. Tax Levy	7
------------------------------	---

ARTICLE III AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization	8
Section 3.02. Date, Denomination, Maturities, and Interest	8
Section 3.03. Medium, Method and Place of Payment.....	8
Section 3.04. Execution and Registration of Bonds	9
Section 3.05. Ownership	10
Section 3.06. Registration, Transfer and Exchange	10
Section 3.07. Cancellation	11
Section 3.08. Temporary Bonds.....	11
Section 3.09. Replacement Bonds	12
Section 3.10. Book–Entry Only System	13
Section 3.11. Successor Securities Depository; Transfer Outside Book–Entry Only System.....	13
Section 3.12. Payments to Cede & Co.....	14

ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Limitation on Redemption	14
Section 4.02. Optional Redemption	14
Section 4.03. Mandatory Sinking Fund Redemption.....	14
Section 4.04. Partial Redemption.....	15
Section 4.05. Notice of Redemption to Owners	15
Section 4.06. Payment Upon Redemption	16
Section 4.07. Effect of Redemption.....	16
Section 4.08. Lapse of Payment.....	16

ARTICLE V
PAYING AGENT/REGISTRAR

Section 5.01.	Appointment of Initial Paying Agent/Registrar	16
Section 5.02.	Qualifications	17
Section 5.03.	Maintaining Paying Agent/Registrar	17
Section 5.04.	Termination.....	17
Section 5.05.	Notice of Change to Owners.....	17
Section 5.06.	Agreement to Perform Duties and Functions.....	17
Section 5.07.	Delivery of Records to Successor	17

ARTICLE VI
FORM OF THE BONDS

Section 6.01.	Form Generally	17
Section 6.02.	CUSIP Registration.....	25
Section 6.03.	Legal Opinion	25

ARTICLE VII
SALE AND DELIVERY OF BONDS; DEPOSIT OF PROCEEDS

Section 7.01.	Sale of Bonds, Official Statement.....	25
Section 7.02.	Control and Delivery of Bonds	27
Section 7.03.	Deposit of Proceeds	27

ARTICLE VIII
CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01.	Creation of Interest and Sinking Fund	28
Section 8.02.	Interest and Sinking Fund	28
Section 8.03.	Security of Funds	28

ARTICLE IX
INVESTMENTS

Section 9.01.	Investments	28
Section 9.02.	Investment Income.....	28

ARTICLE X
PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01.	Payment of the Bonds	29
Section 10.02.	Other Representations and Covenants	29

ARTICLE XI
DEFAULT AND REMEDIES

Section 11.01.	Events of Default	29
----------------	-------------------------	----

Section 11.02. Remedies for Default	29
Section 11.03. Remedies Not Exclusive	30

ARTICLE XII DISCHARGE

Section 12.01. Discharge	30
--------------------------------	----

ARTICLE XIII CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. Annual Reports	30
Section 13.02. Material Event Notices	31
Section 13.03. Limitations, Disclaimers and Amendments	32

ARTICLE XIV PERMANENT SCHOOL FUND GUARANTEE

Section 14.01. Permanent School Fund Guarantee	33
--	----

ARTICLE XV MISCELLANEOUS

Section 15.01. Changes to Order	34
Section 15.02. Partial Invalidity	34
Section 15.03. No Personal Liability	34

AN ORDER AUTHORIZING THE ISSUANCE OF LITTLE ELM INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2019 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$4,500,000; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; PROVIDING FOR THE AWARD OF THE SALE THEREOF IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE CONTRACT, A PAYING AGENT/REGISTRAR AGREEMENT AND AN ESCROW AGREEMENT; APPROVING THE PREPARATION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING TO THE SUBJECT AND PURPOSES OF THIS ORDER

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 Note Candidates”), which are secured by and payable from ad valorem taxes levied, assessed and collected, within the limits prescribed by law, on property within the District in an amount sufficient to pay principal of and interest on such obligations as they become due;

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 refunding bonds voted pursuant to the Constitution and laws of the State of Texas, particularly Chapter 45 and Chapter 1207, Texas Government Code, as amended (“Chapter 1207”), 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 and refunding 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	\$235,000,000	\$175,000,000	-0-	\$60,000,000
Refunding Bonds	November 7, 2017	<u>4,500,000</u>	<u>-0-</u>	<u>\$4,500,000</u>	<u>-0-</u>
TOTAL		\$239,500,000	\$175,000,000	\$4,500,000	\$60,000,000

(1) Unless otherwise designated in the Pricing Certificate.

WHEREAS the Board does hereby determine that the refunding bonds in an amount not to exceed \$4,500,000 should be issued out of the refunding bonds voted at the Election; and

WHEREAS, the actual amount issued therefrom pursuant to this Order and the balance that remains after the issuance of the refunding bonds, if any, authorized in this Order shall be indicated in the Pricing Certificate for Bonds; and

WHEREAS, it is intended that all or a portion of the Refunded Note Candidates shall be designated as Refunded Notes (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Order and the Pricing Certificate; and

WHEREAS, Chapter 1207 authorizes the District to issue refunding obligations 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 Notes (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 District desires to authorize the execution of an escrow agreement 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 Notes when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Notes 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 Notes shall be, with respect to the Refunded Notes, discharged, terminated and defeased; and

WHEREAS, the Board hereby finds and determines that the refunding contemplated in this Order will benefit the District by 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 Board 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 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 the amounts reflected above, all in a single issue or all in accordance with and pursuant to the authority granted in Chapter 1207; and

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

WHEREAS, pursuant to Chapter 1207, the District has found and determined that the Bonds herein authorized shall mature on the dates, bear interest at the rates and have such other terms and provisions specified in the Pricing Certificate within the parameters set forth in this Order; 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 or unless the context clearly requires otherwise in this Order, the following terms shall have the meanings specified below:

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

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

“Bond” means any of the Bonds.

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

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

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

“Chapter 1207” means Chapter 1207, 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).

“Debt Service” means, collectively, all amounts due and payable with respect to the Bonds representing the principal of the Bonds and the interest thereon, 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, the Designated Payment/Transfer Office as designated in the Paying Agent/Registrar Agreement, 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 Agreement” means the escrow agreement or deposit agreement by and between the District and the Escrow Agent relating to the Refunded Notes.

“Escrow Fund” means the fund by that name established by the Escrow Agreement.

“Escrow Securities” means (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.

“Event of Default” means any event of default as defined in Section 10.01.

“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.

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

“Interest and Sinking Fund” means the interest and sinking fund established by Section 8.02.

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

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

“MSRB” means the Municipal Securities Rulemaking Board.

“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 Paying Agent/Registrar designated in the Pricing Certificate, or any successor thereto.

“Paying Agent Registrar Agreement” means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the District relating to the Bonds.

“Permanent School Fund Guarantee” or “PSF” shall mean that certain fund, created by Article VII, Section 5 of the Texas Constitution, pursuant to which the payment of principal and interest on the Bonds has been guaranteed.

“Pricing Certificate” means a certificate or certificates to be signed by the Authorized Officer.

“Purchase Contract” means, if the Bonds are sold in a negotiated sale, the purchase agreement between the District and the Underwriters providing for the sale of the Bonds to the Underwriters.

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

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

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

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

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

“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.

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

“Representative” means the representative of the Underwriters, if any, designated in the Purchase Contract.

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

“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 the Bonds are sold in negotiated sale, the underwriters designated in the Pricing Certificate.

Section 1.02. Other Definitions. The capitalized terms defined in the preamble to this Order shall have the meanings assigned to them in the preamble of this Order.

Section 1.03. 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 1.04. 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 1.05. 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 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.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01. Authorization. The District's bonds to be designated "Little Elm Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2019," unless designated as a different series in the Pricing Certificate, are hereby authorized to be issued and delivered in accordance with the Constitution and laws of the State of Texas, including particularly Chapter 45, Texas Education Code, as amended, Chapter 1207, Texas Government Code, as amended, and the Election. The Bonds shall be issued in an aggregate principal amount of not to exceed \$4,500,000 as provided in the Pricing Certificate for the purpose of (i) refunding all or any portion of the District's outstanding Maintenance Tax Notes, Series 2014 payable from the District's maintenance tax and (ii) paying the costs of issuance of the Bonds.

Section 3.02. Date, Denomination, Maturities, and Interest. (a) The Bonds shall be dated the date set forth in the Pricing Certificate, and shall be in fully registered form, without coupons.

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

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

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

Section 3.03. Medium, Method and Place of Payment. (a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Bond shall be payable to each Owner as shown in the Register at the close of business on the Record Date; provided, however, in the event of nonpayment of interest on a scheduled Interest Payment Date and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") shall 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 scheduled payment date of the past due interest (the "Special Payment Date," which shall be 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 Bonds appearing on the Register at the close of business on the last Business Day next preceding the date of mailing of such notice.

(c) Interest on each Bond shall be paid by check dated as of the Interest Payment Date, and sent first class United States mail, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. At the option of an Owner of at least \$1,000,000 principal amount of the Bonds, interest may be paid by wire transfer to the bank account of such Owner on file with the Paying Agent/Registrar.

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

(e) 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.

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

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Order unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the Certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed Certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State of Texas, or by his duly authorized agent, which certificate shall be evidence that the Initial Bond 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, one initial bond (the "Initial Bond"), being a single Initial Bond representing the entire principal amount of the Bonds designated in the Pricing Certificate, such Initial Bond to be payable in stated installments to the Purchaser or Underwriters, as applicable, or their designee, such Initial Bond to be executed by manual or facsimile signature of the President or Vice President and Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, will be delivered to the Purchaser or Underwriters, as applicable, or their designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.10. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 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 thereof, for the further purpose of making and receiving payment of the interest thereon (subject to the provisions herein that for the Bonds interest is to be paid to the person in whose name the Bond is registered on the Record Date), and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

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

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

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office

with such endorsement or other instrument of transfer and assignment acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

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

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each exchange 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 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 then return such cancelled Bonds to the District or may, in accordance with law, destroy such cancelled Bonds and periodically furnish the District with certificates of destruction of such Bonds.

Section 3.08. Temporary Bonds. (a) Following the delivery and registration of the Initial Bond and pending the preparation of definitive Bonds, the proper officers of the District may execute and, upon the District's request, the Paying Agent/Registrar shall authenticate and deliver, one or more temporary Bonds that are printed, lithographed, typewritten, mimeographed or otherwise produced, in any denomination, substantially of the tenor of the definitive Bonds in lieu of which they are delivered, without coupons, and with such appropriate insertions, omissions, substitutions and other variations as the officers of the District executing such temporary Bonds may determine, as evidenced by their signing of such temporary Bonds.

(b) Until exchanged for Bonds in definitive form, such Bonds in temporary form shall be entitled to the benefit and security of this Order.

(c) The District, without unreasonable delay, shall prepare, execute and deliver to the Paying Agent/Registrar the Bonds in definitive form; thereupon, upon the presentation and surrender of the Bond or Bonds in temporary form to the Paying Agent/Registrar, the Paying Agent/Registrar shall cancel the Bonds in temporary form and authenticate and deliver in exchange therefor a Bond or Bonds of the same maturity and series, in definitive form, in the authorized denomination, and in the same aggregate principal amount, as the Bond or Bonds in temporary form surrendered. Such exchange shall be made without the making of any charge therefor to any Owner.

Section 3.09. Replacement Bonds. (a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like tenor and principal amount, bearing a number not contemporaneously outstanding. The District or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and deliver a replacement Bond of like tenor and principal amount, 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 to save it and the District 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 3.10. 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 single fully registered Bond and 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 3.11 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. Notwithstanding any other provision of this Order to the contrary, the District and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bonds, for the purpose of all matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all 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 3.11. 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 3.12. 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. The Bonds shall be subject to redemption at the option of the District at such times, in such amounts, in such manner and at such redemption prices as may be designated and provided for in the Pricing Certificate.

Section 4.03. Mandatory Sinking Fund Redemption. (a) The Bonds designated as “Term Bonds” in the Pricing Certificate (“Term Bonds”), if any, are subject to scheduled mandatory redemption and will be redeemed by the District, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the interest and sinking fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select on a pro rata basis in accordance with the operational arrangements of DTC, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the District, by the principal amount of any Term Bonds which, at least 45 days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the District at a price not

exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04. Partial Redemption. (a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the District shall determine the maturities and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to select, on a pro rata basis in accordance with the operational arrangements of DTC, and call such Bonds for redemption.

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

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

Section 4.05. Notice of Redemption to Owners. (a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown in the Register at the close of business on the Business Day next preceding the date of mailing such notice.

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

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

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

Section 4.06. Payment Upon Redemption. (a) Before or on each redemption date, the District shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust an amount from the Interest and Sinking Fund or otherwise received by the Paying Agent/Registrar from the District and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

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

Section 4.07. Effect of Redemption. (a) Notice of redemption having been given as provided in Section 4.05 of this Order and subject, in the case of an optional redemption under Section 4.02, to any conditions or rights reserved by the District under Section 4.05, 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 shall fail 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 the 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, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the District and the Paying Agent/Registrar. The Board hereby approves the form of Paying Agent/Registrar Agreement.

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

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

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

Section 5.04. Termination. The District reserves the right to terminate the appointment of any Paying Agent/Registrar by delivering to the entity whose appointment is to be terminated (i) 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, the Certificate of the Paying Agent/Registrar, and the Assignment form to appear on each of the Bonds (i) shall be substantially in the form set forth in the Pricing Certificate, 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 definitive 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.

(d) The Initial Bond submitted to the Attorney General of the State of Texas may be typewritten and photocopied or otherwise reproduced.

(e) Form of Bond.

REGISTERED
No. _____

REGISTERED
\$ _____

United States of America
State of Texas

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS,
TAXABLE SERIES 2019⁽¹⁾

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>CLOSING DATE</u>	<u>CUSIP NUMBER</u>
	_____, 15, 20__	_____, 2019 ⁽²⁾	

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 February 15 and August 15 of each year, commencing _____.⁽³⁾

⁽¹⁾ Complete title to be designed in Pricing Certificate.

⁽²⁾ Insert based on Pricing Certificate.

⁽³⁾ Insert based on Pricing Certificate.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office in _____,⁽⁴⁾ or such other location designated by the Paying Agent/Registrar (the “Designated Payment/Transfer Office”), of _____,⁽⁵⁾ as initial 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 last business 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 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 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.

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, dated _____⁽⁶⁾, is one of a series of fully registered bonds specified in the title hereof issued in the aggregate principal amount of \$ _____⁽⁷⁾, (herein referred to as the “Bonds”), issued pursuant to a certain order of the District (the “Order”) for the purpose of (i) refunding the District’s outstanding Maintenance Tax Notes, Series 2014 payable from the District’s maintenance tax and (ii) paying the costs of issuance of the Bonds.

The District has reserved the right to redeem the Bonds maturing on and after _____⁽⁸⁾, in whole or in part, in principal amounts of \$5,000, or any integral multiple thereof, before their respective scheduled maturity dates, on _____⁽⁹⁾, or on any

⁽⁴⁾ Insert based on Pricing Certificate.

⁽⁵⁾ Insert based on Pricing Certificate.

⁽⁶⁾ Insert based on Pricing Certificate.

⁽⁷⁾ Insert based on Pricing Certificate.

⁽⁸⁾ Insert based on Pricing Certificate.

⁽⁹⁾ Insert based on Pricing Certificate.

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 maturities and the amounts thereof to be redeemed, and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, for redemption.

The Term Bonds stated to mature on _____⁽¹⁰⁾, (the “Term Bonds”), are subject to scheduled mandatory redemption and will be redeemed by the District, 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 following schedule:

\$ _____ Term Bond Maturing ⁽¹¹⁾ _____, 20____	
<u>Year</u>	<u>Principal Amount</u>

At least forty-five (45) days 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 and shall call such Term Bonds for redemption on such scheduled mandatory redemption date.

The principal amount of the Term Bonds required to be redeemed on any mandatory sinking fund redemption date 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 an optional redemption and not previously credited to a mandatory sinking fund redemption.

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

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

⁽¹⁰⁾ Insert based on Pricing Certificate.

⁽¹¹⁾ Insert based on Pricing Certificate.

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, and the rescission of such redemption 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.

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 Bond or portion 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 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 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 for 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.

Secretary, Board of Trustees
Little Elm Independent School District

President, Board of Trustees
Little Elm Independent School District

[SEAL]

(i) Form of Comptroller's Registration Certificate.

The following Comptroller's Registration Certificate may be deleted from the definitive Bonds if such certificate on the Initial Bond is fully executed.

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

WITNESS MY SIGNATURE AND SEAL this _____.

Comptroller of Public Accounts
of the State of Texas

[SEAL]

(ii) Form of Certificate of Paying Agent/Registrar.

The following Certificate of Paying Agent/Registrar may be deleted from the Initial Bond if the Comptroller's Registration Certificate appears thereon.

CERTIFICATE OF PAYING AGENT/REGISTRAR

The records of the Paying Agent/Registrar show that the Initial Bond of this series of bonds was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas and that this is one of the Bonds referred to in the within-mentioned Order.

_____,⁽¹²⁾ as
Paying Agent/Registrar

Dated: _____ By: _____
Authorized Signatory

(iii) 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.

(iv) The Initial Bond shall be in the form set forth in paragraphs (a), (b), and (d) of this Section, except for the following alterations:

⁽¹²⁾ Insert based on Pricing Certificate.

A. 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 the words “CUSIP NUMBER” deleted; and

B. in the first paragraph:

the words “on the Maturity Date specified above” shall be deleted and the following will be inserted: “on February 15 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 Pricing Certificate]

- (v) Statement of Permanent School Fund Guarantee, if applicable.

The following statement shall appear on or be attached to each Bond, if applicable:

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 Unlimited Tax Refunding Bonds, Taxable Series 2019, dated _____, in the principal amount of \$_____ 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.

Commissioner of Education

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 Bracewell LLP, 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 Purchaser in accordance with the terms of this Order. As authorized by Chapter 1207, the Authorized Officer is 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 will be sold in a negotiated or competitive sale, 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, the selection of the specific maturities of Refunded Notes from the list of Refunded Note Candidates, the aggregate principal amount of Refunded Notes, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount, the aggregate principal amount of the Bonds to be issued by the District, the first interest payment date for 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, application for PSF Guarantee, if necessary, the selection of a paying agent/registrars, and all other matters relating to the issuance, sale and delivery of the Bonds, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the Bonds shall not bear interest at a true interest cost in excess of 5.000% and the net effective interest rate on the Bonds shall not exceed the maximum rate permitted by law;

(ii) the refunding of the Refunded Notes shall produce a positive gross debt service savings;

(iii) the Pricing Certificate shall indicate the amount of authorized but unissued bonds, if any, that remain available to the District from the Election following the issuance of the Bonds approved in the Pricing Certificate; and

(iv) the Bonds shall mature not later than August 15, 2033.

(b) 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 specification set forth in the Notice of Sale which produces the lowest true interest cost to the District. 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 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, which final terms shall be determined to be the most advantageous reasonably attainable by the District, such approval and determination being evidenced by its execution thereof by the Authorized Officer.

(c) The authority granted to the Authorized Officer under this Section 7.01 shall expire on a date 180 days from the date of this Order, unless otherwise extended by the Board by separate action.

(d) The District hereby approves the preparation and distribution of a Preliminary Official Statement and a Notice of Sale (if the Bonds are sold in a competitive sale) for use in the initial offering and sale of the Bonds, each in the form and with such addenda, supplements or amendments as may be approved by the Authorized Officer. The Preliminary Official Statement (in the form and with such addenda, supplements or amendments as are approved by the

Authorized Officer) is hereby deemed final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities and Exchange Act of 1934. The District hereby authorizes the preparation of a final Official Statement reflecting the terms of the sale of the Bonds and other relevant information. The use of such final Official Statement by the Underwriters or the Purchaser, as applicable (in the form and with such appropriate variations as shall be approved by the Authorized Officer and the Underwriters or the Purchaser, as applicable) is hereby approved and authorized.

(e) 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 Underwriters or Purchaser, as applicable, or such other entity as may be specified in the Pricing Certificate.

(f) The Authorized Officer and all other officers of the District are authorized to execute such documents, certificates and receipts and to take such actions as they may deem appropriate in order to consummate the delivery of the Bonds. 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).

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

Section 7.02. Control and Delivery of Bonds. (a) The Authorized Officer is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination and approval of the Attorney General of the State of Texas, registration by the Comptroller of Public Accounts of the State of Texas, and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

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

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

ARTICLE VIII

CREATION OF FUNDS AND ACCOUNTS; DEPOSIT OF PROCEEDS; INVESTMENTS

Section 8.01. Creation of Interest and Sinking Fund. The District hereby establishes the “Little Elm Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2019 Interest and Sinking Fund” which shall be maintained at the depository bank of the District. The name of such Fund may be modified in the Pricing Certificate as determined by the Authorized Officer.

Section 8.02. Interest and Sinking Fund. (a) The taxes levied under Section 2.01 shall be deposited to the credit of the Interest and Sinking Fund at such times and in such amounts as necessary for the timely payment of Debt Service.

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

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

Section 8.03. 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.

ARTICLE IX

INVESTMENTS

Section 9.01. Investments. (a) Money in the Interest and Sinking Fund created by this Order, at the District’s option, may be invested in such securities or obligations as permitted under applicable law.

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

Section 9.02. Investment Income. Interest and income derived from investment of the Interest and Sinking Fund shall be credited to such Fund. The investment and application of money in the Escrow Fund, shall be in accordance with the provisions of the Escrow Agreement.

Section 9.03. Escrow Fund. The investment and application of money in the Escrow Fund, shall be in accordance with the provisions of the Escrow Agreement.

ARTICLE X

PARTICULAR REPRESENTATIONS AND COVENANTS

Section 10.01. 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 10.02. Other Representations and Covenants. (a) The District will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Order and in each Bond; the District will promptly pay or cause to be paid 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.

ARTICLE XI

DEFAULT AND REMEDIES

Section 11.01. 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 11.02. 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 11.03. Remedies Not Exclusive. (a) No remedy herein conferred or reserved is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or under the Bonds or now or hereafter existing at law or in equity; provided, however, that 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 XII

DISCHARGE

Section 12.01. Discharge. The District reserves the right to defease, refund or discharge the Bonds in any manner permitted by law.

ARTICLE XIII

CONTINUING DISCLOSURE UNDERTAKING

Section 13.01. 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 13.02. 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 13.01 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 13.03. Limitations, Disclaimers and Amendments. (a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit made in accordance with Article XII that causes Bonds no longer to be Outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which

it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

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

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

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

(e) The provisions of this Article may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount (or any greater amount required by any other provisions of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. If the District so amends the provisions of this Article, it shall include with any amended financial information or operating data next provided in accordance with Section 13.01 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

PERMANENT SCHOOL FUND GUARANTEE

Section 14.01. Permanent School Fund Guarantee.

If available, the District will apply for approval from the Texas Commissioner of Education (the "Commissioner") for payment of the principal of and interest on the Bonds to be

guaranteed by the Permanent School Fund of the State of Texas. If approval is received and the Bonds are guaranteed by the Permanent School Fund, and the Bonds are defeased, the guarantee of the 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 Bonds by the Permanent School Fund, the District, hereby certifies and covenants that:

(a) If the District applies for the Permanent School Fund Guarantee, a certified copy of this Order 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 execution of the Pricing Certificate;

(b) If approval from the Commissioner is received for the Permanent School Fund Guarantee, following any determination by the District that it is or will be unable to pay maturing or matured principal or interest on the 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) If approval from the Commissioner is received for the Permanent School Fund Guarantee, the District will notify the Division of State Funding in writing within ten (10) calendar days of the defeasance of any guaranteed Bonds.

ARTICLE XV

MISCELLANEOUS

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

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

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

PRESENTED, FINALLY PASSED AND APPROVED, AND EFFECTIVE on the ____ day of May, 2019 by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Trustees.

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

ATTEST:

Secretary, Board of Trustees
Little Elm Independent School District

*Signature Page for Unlimited Tax Refunding Bonds,
Taxable Series 2019 Bond Order*

SCHEDULE I

SCHEDULE OF REFUNDED NOTE CANDIDATES

The Authorized Officer may select the specific maturities constituting the Refunded Notes from the following series of the District's outstanding maintenance tax obligations:

Maintenance Tax Notes, Series 2014

S-1

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-20-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	INCREASE TO LITTLE ELM ISD EMPLOYEE HEALTH CARE CONTRIBUTION				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	DEA (LOCAL)				
Summary:	Increase the Little Elm ISD monthly Employee Health Care Contribution by \$130 from \$367 to \$378. The increase would cover the cost of the TRS-ActiveCare 1-HD Employee Only Premium for 2019-20. The annual amount is changing from \$4,404 to \$4,536.				
Financial Implications:	It is estimated increasing the Little Elm ISD Employee Health Care Contribution would cost an additional \$90,000 to Little Elm ISD.				
Attachments:	2019-2020 TRS Medical Rate and Plan Changes				
Recommendation:	The Administration recommends approval of the Increase to Little Elm ISD Employee Health Care Contribution as submitted.				
Motion:	I move that the Board approve the Increase to Little Elm ISD Employee Health Care Contribution as submitted.				

Activecare 1 HD	# of Employees enrolled	2018-2019 PREMIUMS	2019-2020 PREMIUMS	\$ change	% of change	Deductible/Copay changes	Maximum Out-of-Pocket change	Pharmacy Change
Employee Only	349	367.00	378.00	11.00	3.0	No change to deductible	In-Network -Individual increased \$100	Increase brand drug coinsurance to 25%
Employee and Spouse	10	1,035.00	1,066.00	31.00	3.0	Inpatient Hospital Out-of-Network	In-Network -Family increased \$200	after deductible (increased from 20%)
Employee and Child(ren)	66	701.00	722.00	21.00	3.0	Member pays the balance of covered charges above \$500 per diem (increased from 40% coinsurance)	Out-of-Network Individual increased \$6,950	
Employee and Family	10	1,374.00	1,415.00	41.00	3.0		Out-of-Network Family increased \$13,900	
Total employees enrolled in Activecare 1HD	435							

Activecare Select (New Plan 09/01/2014)	# of Employees enrolled	2018-2019 PREMIUMS	2019-2020 PREMIUMS	\$ change	% of change	Deductible/Copay changes	Maximum Out-of-Pocket change	Pharmacy Change
Employee Only	59	540.00	556.00	16.00	3.0	No change to deductible	In-Network -Individual Increased \$550	Decrease generic copay by \$5
Employee and Spouse	2	1,327.00	1,367.00	40.00	3.0		In-Network - Family Increased \$1,100	Preferred Brand Drug - 25% coinsurance (capped at 2 times the current copay)
Employee and Child(ren)	39	876.00	902.00	26.00	3.0			
Employee and Family	1	1,668.00	1,718.00	50.00	3.0			
Total employees enrolled in Activecare Select	101							

Activecare 2	# of Employees enrolled	2018-2019 PREMIUMS	2019-2020 PREMIUMS	\$ change	% of change	Deductible/Copay changes	Maximum Out-of-Pocket change	Pharmacy Change
Employee Only	35	782.00	852.00	70.00	8.9	No change to deductible	In-Network -Individual increased \$550	Preferred Brand Drug - 25% coinsurance Non-Preferred Brand Drugs -50% coinsurance (capped at 2 times the current copay)
Employee and Spouse	0	1,855.00	2,020.00	165.00	8.9	Inpatient Hospital Out-of-Network	In-Network -Family increased \$1,100	
Employee and Child(ren)	38	1,163.00	1,267.00	104.00	8.9	Member pays the balance of covered charges above \$500 per diem (increased from \$150copay + 40% coinsurance)	Out-of-Network Individual increased \$9,000	
Employee and Family	4	2,194.00	2,389.00	195.00	8.9		Out-of-Network Family increased \$18,000	
Total employees enrolled in Activecare 2	77							

Scott & White (NEW Plan 09/01/2015)	# of Employees enrolled	2018-2019 PREMIUMS	2019-2020 PREMIUMS	\$ change	% of change	Deductible/Copay changes	Maximum Out-of-Pocket change	Pharmacy Change
Employee Only	19	578.36	558.54	-19.82	-3.4	Decrease deductible for individual coverage by \$50	Individual Increased \$450	Preferred Generic decrease to \$5-\$12.50 (from \$5-\$32.50)
Employee and Spouse	0	1,353.40	1,306.58	-46.82	-3.5	Decrease deductible for famly coverage by \$150	Family Increased \$900	Preferred Brands increase to 30% coinsurance
Employee and Child(ren)	10	908.06	876.76	-31.30	-3.4	Increase primary care physician office visit copay to \$20		Non-Preferred Brands Increase to 50% coinsurance
Employee and Family	2	1,509.56	1,457.28	-52.28	-3.5	Increase emergency room cost from \$250 + 20% coinsurance after deductible to \$500 after deductible		Specialty Drugs two tiers with 15% and 20% with 15% and 20% coinsurance
Total employees enrolled in Scott and White	31							

Total employees enrolled as of April 2018	644
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Activecare 1 HD	2019-2020 PREMIUMS	Employee pays after district/state contributes \$378
Employee Only	378.00	0.00
Employee and Spouse	1,066.00	688.00
Employee and Child(ren)	722.00	344.00
Employee and Family	1,415.00	1,037.00

Activecare Select	2019-2020 PREMIUMS	Employee pays after district/state contributes \$378
Employee Only	556.00	178.00
Employee and Spouse	1,367.00	989.00
Employee and Child(ren)	902.00	524.00
Employee and Family	1,718.00	1,340.00

Activecare 2	2019-2020 PREMIUMS	Employee pays after district/state contributes \$378
Employee Only	852.00	474.00
Employee and Spouse	2,020.00	1,642.00
Employee and Child(ren)	1,267.00	889.00
Employee and Family	2,389.00	2,011.00

Scott & White HMO	2019-2020 PREMIUMS	Employee pays after district/state contributes \$378
Employee Only	558.54	180.54
Employee and Spouse	1,306.58	928.58
Employee and Child(ren)	876.76	498.76
Employee and Family	1,457.28	1,079.28

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-20-2019	<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 May 20, 2019 as submitted.				

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

Board Meeting Date: May 20, 2019										
Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Description	Administrator
1	Dell	Technology	New	\$0	\$637,000	\$637,000	One Time Purchase	One Time Purchase	This expenditure is to replenish chromebooks for Middle School Students. The current devices are four years old and the protection expires this year. This purchase includes 2000 chromebooks and 2000 chromebook licenses.	Clay Walker
2	Solid Border	Technology	Renewal	\$75,040	\$73,440	(\$1,600)	7/1/2019	6/30/2020	This contract is for Little Elm ISD's firewall annual renewal.	Clay Walker
3										
4										
5										
6										
7										
8										
9										
10										

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-20-2019	<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 May 20, 2019 as submitted.				

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date: May 20, 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 11 Multi Regional Purchasing Cooperative (MRPC)	Business Services	New	\$0.00	\$0.00	\$0.00	5/20/2019	Auto Renew	This interlocal agreement allows Little Elm ISD to purchase products or services by purchase order, contract, agreement or other appropriate legal method from the ESC Region 11 Multi Regional Purchasing Cooperative (MRPC).	Grant Anderson
2	ESC Region 20	Special Populations	New	\$0.00	\$0.00	\$0.00	5/20/2019	Auto Renew	Evaluation Capacity Award Cooperative Interlocal Agreement; this cooperative assists local education agencies (LEAs) that have been awarded Evaluation Capacity funds by providing an evaluation contractor/vendor list, which is hosted at the evaluation capacity website to purchase services at a designated price-point for the length of the program period from the posted vendors, which have been properly awarded through statutorily authorized methods.	Cortney Clover
3	North Central Texas College	Educational Services	New	\$0.00	\$0.00	\$0.00	5/20/2019	4/1/2021	Dual credit partnership between Little Elm ISD and North Central Texas College (NCTC). NCTC offers collegiate level courses for simultaneous college and high school credit for eligible students.	Amanda Ball
4	Rockwall ISD	Child Nutrition	New	\$7,735.00	\$8,325.00	\$590.00	7/1/2019	6/30/2020	Interlocal agreement between Rockwall ISD and member districts for the shared services of Garlinda Rush, Regional Food Service Trainer/Consultant. This shared service will be for menu planning, compliance, AR preparation, training and any other duties requested by each member district.	Carolyn Tarver
5										
6										
7										
8										
9										
10										

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 05-20-2019	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	2019 SUMMER CAPITAL OUTLAY PROJECTS				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CV(LEGAL);CVF(LEGAL);CVB(LEGAL)				
Summary:	<p>On March 18, 2019, the Town of Little Elm as lead agency, received joint-cooperative bids on behalf of the Town of Little Elm & Little Elm ISD for the 2019 annual street maintenance project. Bids were advertised in the local paper and posted on the Town's eProcurement system. Two hundred nineteen (219) vendors and plan rooms were notified, with two (2) vendors responding. The lowest and best value for the base bid is Urban Infraconstruction LLC, of Fort Worth, Texas.</p> <p>The project for Little Elm ISD generally consists of removal and replacement of existing concrete sidewalks, curb & gutters, and paving throughout the District. This agreement with the Town of Little Elm is for one (1) year, with an option to renew for two (2) additional one year periods, subject to the approval of the contractor and Little Elm ISD.</p> <p>The Administration is also seeking the consideration and approval of other capital outlay projects. These projects include additional district wide concrete shaving and sidewalk additions outside the scope with the Town of Little Elm, Special Needs classroom additions at Brent ES & Chavez ES and repair of the competition gym floor and Lakeside Middle School.</p> <p>These projects will use various construction delivery methods in the form of Competitive Sealed Proposals, Job Order Contracting and Purchasing Cooperatives.</p>				

**Financial
Implications:**

The total projected budget for the 2019 Summer Capital Outlay Projects is **\$712,779.00**. A detailed breakdown is as follows:

Total District Wide Concrete: \$588,344.00

- Annual Concrete Maintenance - \$522,549.00
(see attachment for more detailed breakdown)
- District Concrete Shaving - \$27,270.00
(Purchasing Cooperative)
- LEHS Sidewalk Addition - \$38,525.00
(Job Order Contractor)

Remaining Capital Outlay Projects: \$124,435.00

- Brent SPED - \$15,946.00
(Job Order Contractor)
- Chavez Art & SPED - \$32,696.00
(Job Order Contractor)
- Lakeside Middle School Gym Floor Repair - \$75,793.00
(Purchasing Cooperative)

Budgets include allowances, contingencies, bonds & insurance as required by Board Policy.

Attachments:

Town of Little Elm Tabulation Sheet
Town of Little Elm – Standard Form of Agreement
Overall Annual Concrete Maintenance Budget w/ Town of LE
2019 Summer Capital Outlay Program Budget

Recommendation:

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

2019 SUMMER CAPITAL OUTLAY PROJECTS

155



Little Elm Independent School District

20 May 2019

Rod Reeves, Executive Director for Operational Services
Danny Cogdell, Director for Maintenance & Grounds

A - District Wide Concrete:

- Annual Concrete Maintenance w/ Town of Little Elm
Competitive Bids
- District Concrete Shaving
Purchasing Cooperative
- Little Elm High School Sidewalk Addition
Job Order Contractor

\$588,344.00

\$712,779.00

\$124,435.00

B - Remaining Projects:

- Brent SPED Relocations
Job Order Contractor
- Chavez Art & SPED Room Relocations
Job Order Contractor
- Lakeside MS Gym Floor Repair
Purchasing Cooperative



Annual Concrete Maintenance

- ☐ *March 18, 2019 Town of Little Elm received joint bids on behalf of Town of Little Elm and Little Elm ISD*
- ☐ *219 Vendors vendors & plan rooms were notified*
- ☐ *Two (2) responded – the lowest bidder was Urban Infraconstruction LLC, of Fort Worth, Texas*
- ☐ *Budget cost include allowances for Prestwick, Little Elm High School & Stabilization*

\$522,549.00

\$27,270.00

District Concrete Shaving

- ☐ *Precision Concrete – used to remove tripping hazards throughout the District.*





Little Elm High School

South Entrance Sidewalk Additions

Area #2:

150 lf of 4' sidewalk with (1) turn down beam where vehicles park.

\$38,525.00

Area #1:

135 lf of 5' sidewalk with (2) horizontal grade beams along east slope.

Area #3:

Remove (2) sets of concrete pads and 25' long gates (3) and infill areas with soil.





Brent Elementary School

SPED Room Relocations

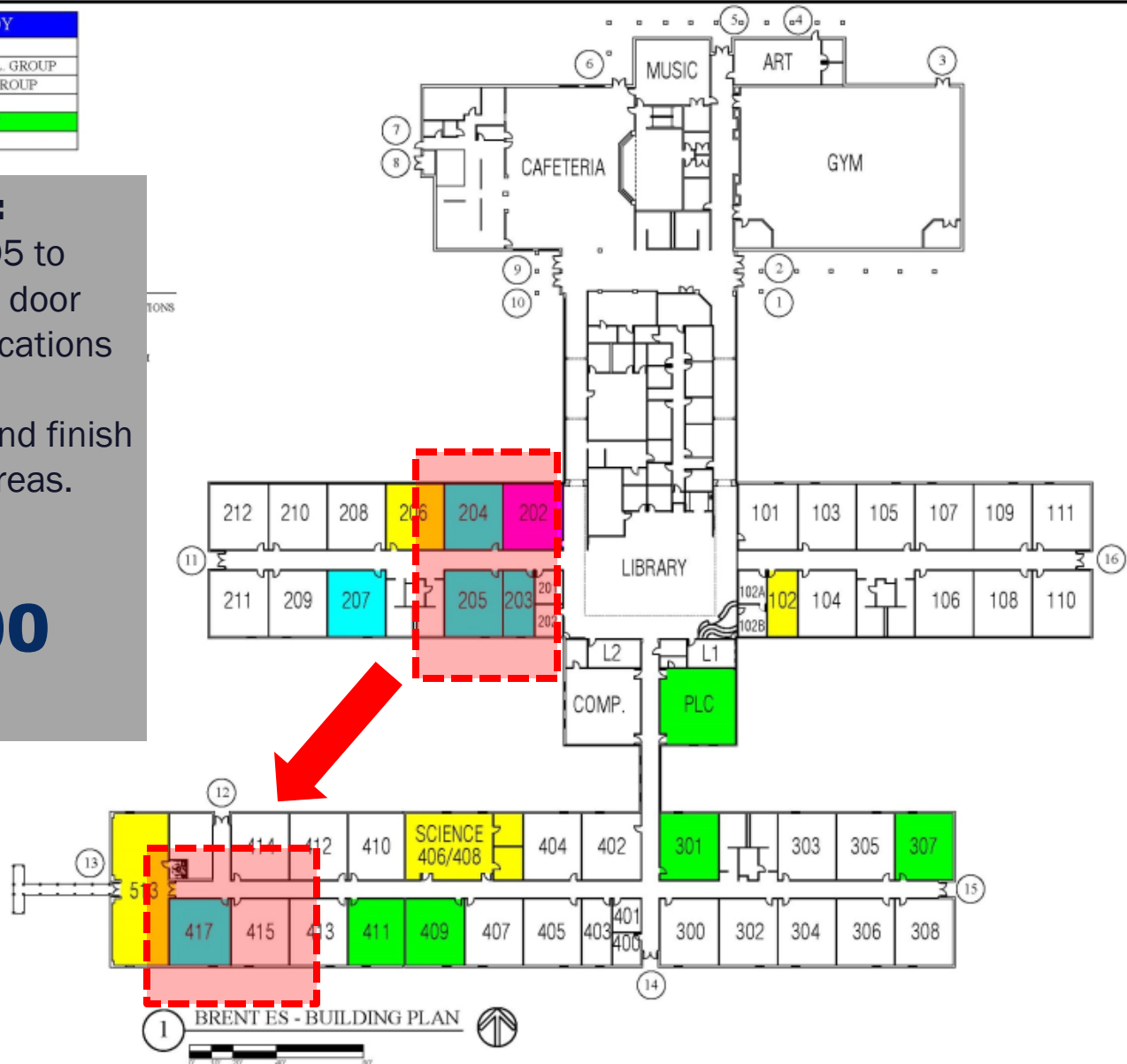
BRENT ES - 2018/19 USE CAPACITY STUDY			
ROOM #	ROOM USE	ROOM #	ROOM USE
101 (17)	1ST GRADE	L1	MATH - SML. GROUP
102	ESL CLASSROOM	L2	LIT - SML. GROUP
102A	STORAGE		COMPUTER
102B	STORAGE		PLC - STAFF
103 (23)	1ST GRADE		
104 (23)	1ST GRADE		

SPED Relocations:

Relocate rooms 203-205 to rooms 417 & 415. Add door between rooms. Modifications of walls, electrical, fire suppression systems, and finish wall materials in both areas.

\$15,946.00

401	STORAGE
402 (23)	4TH GRADE
403	TESTING CLOSET
404 (22)	4TH GRADE
405 (23)	4TH GRADE
406/408	SCIENCE LAB
407 (22)	4TH GRADE
409	TUTORING
410 (22)	3RD GRADE
411	OPEN / STORAGE
412 (20)	3RD GRADE
413 (20)	3RD GRADE
414 (23)	3RD GRADE
415 (22)	3RD GRADE
417 (5)	SPECIAL NEEDS
513	DBL RM IN USE



BRENT ELEMENTARY SCHOOL
LITTLE ELM, TEXAS 75068
500 WITT ROAD

DATE:
JAN. 2019

A1



Chavez Elementary School

Art & SPED Room Relocations

CHAVEZ ES - 2018/19 USE CAPACITY STUDY

ROOM #	ROOM USE	ROOM #	ROOM USE
101	SPECIAL NEEDS	511 (21)	2ND GRADE
102	LIT - SML GRP	512 (20)	2ND GRADE
103	SPEECH	513 (21)	2ND GRADE
104	SMALL GROUP		
105	READING INTERVENTION		

Art & SPED Relocations:

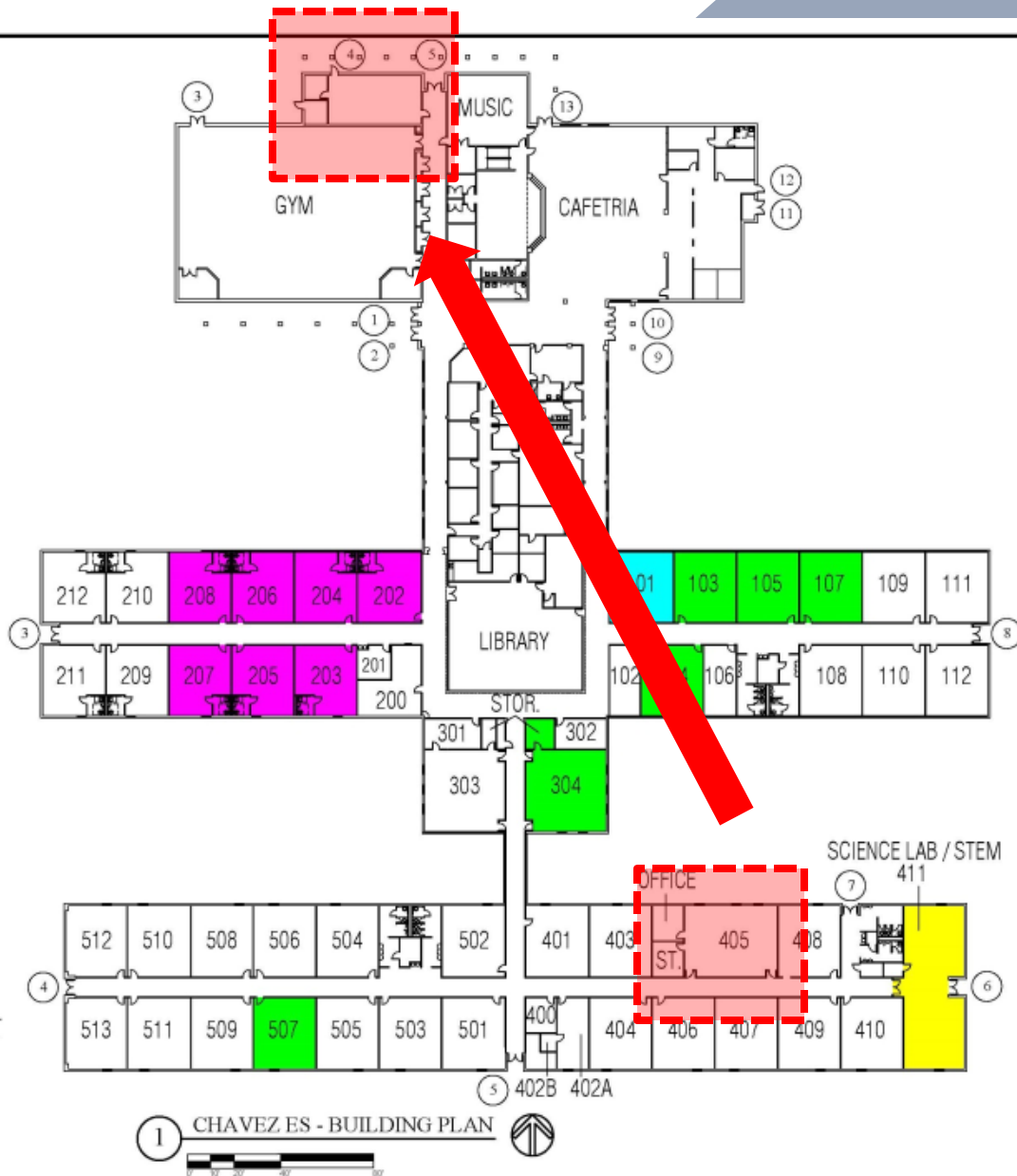
Relocate art (Room 405) to area across from music room. Convert room 405 to SPED room. New flooring required in art room. Modifications of electrical, fire suppression systems, and finish wall materials are required in both areas.

\$32,696.00

409 (24)	5TH GRADE
410 (25)	5TH GRADE
411	SCIENCE LAB / STEM
501 (20)	4TH GRADE
502 (23)	4TH GRADE
503 (18)	3RD GRADE
504 (18)	3RD GRADE
505 (18)	3RD GRADE
506 (19)	3RD GRADE
507	COLLABORATION
508 (19)	2ND GRADE
509 (18)	3RD GRADE
510 (19)	2ND GRADE

LEGEND:

- OTHER THAN CLASSROOM FUNCTIONS
- SPECIAL USE CLASSROOM
- PRE-KINDERGARTEN CLASSROOM
- SPECIAL NEEDS
- SECURITY DOOR NUMBER



CHAVEZ ELEMENTARY SCHOOL
LITTLE ELM, TEXAS 75068
2600 HART ROAD

DATE:
JAN. 2019

A2

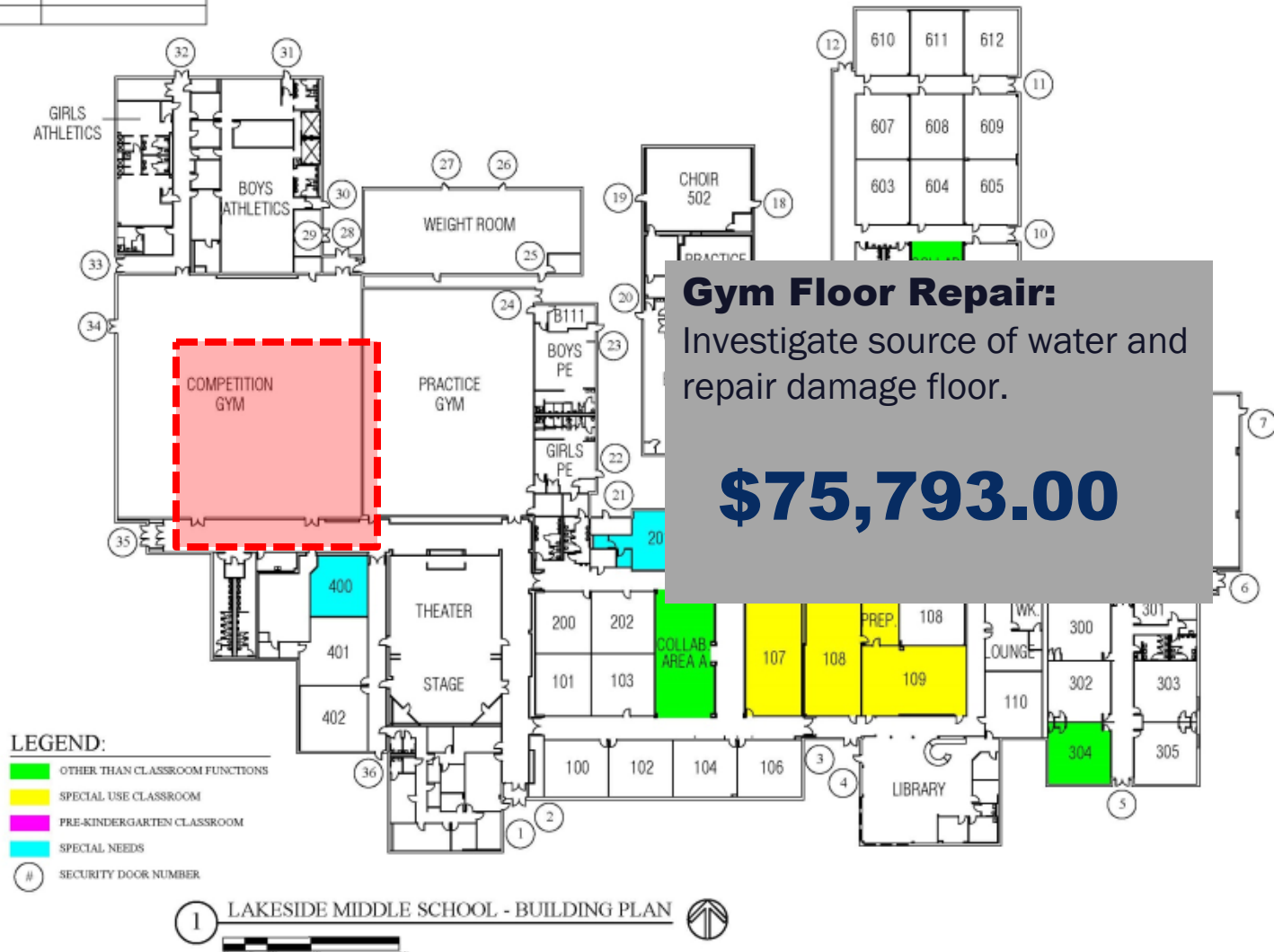


Lakeside MS Gym Floor Repair

Competition Gym

LAKESIDE MS 7TH & 8TH - 2018/19 USE CAPACITY STUDY

ROOM #	ROOM USE	ROOM #	ROOM USE
100	CLASSROOM		
101	CLASSROOM		
102	CLASSROOM		
103	CLASSROOM		
104	CLASSROOM		
106	COLLABORATION		
107	SCIENCE		
108	SCIENCE		
109	SCIENCE		
110	CLASSROOM		
200	CLASSROOM		
201	SPECIAL NEEDS - LS		
202	CLASSROOM		
203	SPECIAL NEEDS - LS		
205	SPECIAL NEEDS - LS		
300	CLASSROOM		
301	CLASSROOM		
302	CLASSROOM		
303	CLASSROOM		
304	TESTING STORAGE		
305	CLASSROOM		
400	SPECIAL NEEDS		
401	CTE LAB		
402	CTE LAB		
403	CLASSROOM		
500	BAND HALL		
501	PRACT HALL		
502	CHOIR		
600	SCIENCE		
601	SCIENCE		
602	SCIENCE		
603	CLASSROOM		
604	CLASSROOM		
605	CLASSROOM		
606	CLASSROOM		
607	CLASSROOM		
608	CLASSROOM		
609	CLASSROOM		
610	CLASSROOM		
611	CLASSROOM		
612	CLASSROOM		



Gym Floor Repair:
Investigate source of water and repair damage floor.

\$75,793.00



LAKESIDE MIDDLE SCHOOL 7TH & 8TH
LITTLE ELM, TEXAS 75068
400 LOBO LANE

DATE:
JAN. 2019

A9

Discussions

162



Feedback

Town of Little Elm
IFB 2019-161 Annual Street Maintenance

				Urban Infraconstruction LLC		Reyes Group Ltd.	
				Ft. Worth, TX		Grand Prairie, TX	
Line #	Description	QTY	UOM	Unit	Extended	Unit	Extended
Items for Town of Little Elm							
1	Unclassified Excavation for Concrete Paving Projects (Sub grade up to 10 in.)	5300	sy	\$8.00	\$42,400.00	\$6.00	\$31,800.00
2	Flexbase (8 in. compacted)	5300	SY	\$14.00	\$74,200.00	\$13.00	\$68,900.00
3	Saw Cut and Removal and Disposal of Existing 6 in.-8 in. Concrete Paving w/Monolithic curb	5300	SY	\$18.00	\$95,400.00	\$16.50	\$87,450.00
4	8 in. 3500 psi concrete paving	5300	SY	\$70.00	\$371,000.00	\$77.75	\$412,075.00
5	TriAx Grid (TX-7)	5300	SY	\$3.00	\$15,900.00	\$6.50	\$34,450.00
6	Crack Seal Concrete - Grey Sealant (includes routing & backing cracks prior to sealing)	38740	LF	\$1.60	\$61,984.00	\$3.75	\$145,275.00
7	Remove and Replace Existing Concrete Sidewalk	1920	SY	\$81.00	\$155,520.00	\$73.00	\$140,160.00
8	Remove and Replace Curb & Gutter 6 in.x6 in. curb w/ 12 in. gutter	1869	LF	\$48.00	\$89,712.00	\$38.00	\$71,022.00
9	Remove & Replace Barrier Free Ramp	10	EA	\$3,000.00	\$30,000.00	\$3,300.00	\$33,000.00
10	Block Sod Along Disturbed Roadways/Sidewalks	1920	SY	\$18.00	\$34,560.00	\$6.50	\$12,480.00
11	Chip Seal - Asphalt & aggregate Grade 4 (2-course pre-coated rock)	4030	SY	\$14.00	\$56,420.00	\$13.00	\$52,390.00
12	Chip Seal - Asphalt & aggregate Grade 4 (1-course pre-coated rock)	3289	SY	\$8.00	\$26,312.00	\$7.50	\$24,667.50
13	Primer coat (AEP or MC-30) (Tack Coat)	7319	SY	\$2.00	\$14,638.00	\$2.00	\$14,638.00
14	Scarify and Remix Existing Street or Roadway Base Materials, for Chip Seal	4030	SY	\$6.00	\$24,180.00	\$5.00	\$20,150.00
15	Lime (37#/S.Y.) or Cement Treatment, 6 in.	4030	SY	\$17.00	\$68,510.00	\$4.25	\$17,127.50
16	Re-Grading, Excavation, or Shaping of Existing Roadway Drainage Bar Ditch	2991	LF	\$15.00	\$44,865.00	\$4.00	\$11,964.00
17	HMAC Level-Up	100	SY	\$50.00	\$5,000.00	\$50.00	\$5,000.00
18	Base Repair	300	SY	\$42.00	\$12,600.00	\$100.00	\$30,000.00
19	HMAC 2 in. Overlay Type D	4253	SY	\$18.00	\$76,554.00	\$15.50	\$65,921.50
20	Mill Curblin and Manhole	1914	LF	\$3.00	\$5,742.00	\$21.50	\$41,151.00
21	Crack Seal Asphalt - Black Sealant Allowance (includes routing & backing cracks prior to sealing)	1	LS	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
Base Bid							
TOLE Subtotal:				\$1,325,497.00		\$1,339,621.50	
22	Add Alternate - Items for Little Elm ISD						
22.1	Unclassified Excavation for Concrete Paving Projects (Sub grade up to 10 in.)	2276	SY	\$8.00	\$18,208.00	\$6.00	\$13,656.00
22.2	Flexbase (8 in. compacted)	2276	SY	\$14.00	\$31,864.00	\$13.00	\$29,588.00
22.3	Saw Cut and Removal and Disposal of Existing 6 in.-8 in. Concrete Paving w/Monolithic curb	2276	SY	\$18.00	\$40,968.00	\$16.50	\$37,554.00
22.4	8 in. 3500 psi concrete paving	2276	SY	\$66.00	\$150,216.00	\$77.75	\$176,959.00
22.5	TriAx Grid (TX-7)	2276	SY	\$3.00	\$6,828.00	\$6.00	\$13,656.00
22.6	Remove and Replace Existing Concrete Sidewalk	590	SY	\$80.00	\$47,200.00	\$73.00	\$43,070.00
22.7	Remove and Replace Curb & Gutter 6 in.x6 in. curb w/ 12 in. gutter	342	LF	\$48.00	\$16,416.00	\$38.00	\$12,996.00
22.8	Block Sod Along Disturbed Roadways/Sidewalks	590	SY	\$17.00	\$10,030.00	\$6.50	\$3,835.00
Add Alternate							
LEISD Subtotal:				\$321,730.00		\$331,314.00	

163

SECTION 00522
STANDARD FORM OF AGREEMENT

This Agreement is by and between the Town of Little Elm (Owner) and Urban Infraconstruction LLC (Contractor). Owner and Contractor, in mutual consideration agree as follows:

ARTICLE 1 - THE WORK

1.01 Work

- A. Work includes all labor, materials, equipment, services, and documentation necessary to construct the Project defined herein. The Work may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
- B. The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Project is generally described as follows:
 - 1. The **Street and Road Repair and Maintenance 2019** project generally consists of removing and replacing Concrete Paving, Sidewalks, Curb and gutter, and Barrier Free Ramps, as well as Crack Sealing, Chip Seal, and 2" Asphalt Overlay.
 - 2. The Site of the Work includes property, easements, and designated work areas described in detail in the Contract Documents Exhibits.

ARTICLE 2 - CONTRACT DOCUMENTS

2.01 Intent of Contract Documents

- A. It is the intent of the Contract Documents to describe a functionally complete project. The Contract Documents do not indicate or describe all of the Work required to complete the Project. Additional details required for the correct installation of selected products are to be provided by the Contractor and coordinated with the Owner and Engineer. This Contract supersedes prior negotiations, representations, and agreements, whether written or oral. The Contract Documents are complementary; what is required by one part of the Contract Documents is as binding as if required by other parts of the Contract Documents.
- B. During the performance of the Work and until final payment, Contractor and Owner shall submit all matters in question concerning the requirements of the Contract Documents, or relating to the acceptability of the Work under the Contract Documents to the Engineer. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.
- C. Engineer will render a written clarification, interpretation, or decision on the issue submitted, or initiate a modification to the Contract Documents.
- D. Contractor, and its subcontractors and suppliers, shall not have or acquire any title to or ownership rights to any of the Drawings, Specifications, or other documents (including copies or electronic media editions) prepared by Engineer or its consultants.

2.02 Contract Documents Defined

- A. The Contract Documents consist of the following documents:
 - 1. This Contract.
 - 2. Performance bond.
 - 3. Payment bond.

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4. Maintenance bond.
5. Specifications listed in the Table of Contents.
6. Drawings as listed on the Drawing Sheet Index.
7. Addenda.
8. The following which may be delivered or issued on or after the Effective Date of the Contract:
 - a. Work Change Directives (EJCDC C-940).
 - b. Change Orders (EJCDC C-941).
 - c. Field Orders.

ARTICLE 3 - ENGINEER

3.01 Engineer

- A. The Engineer for this Project is:

**Town of Little Elm
100 West Eldorado Parkway
Little Elm, Texas 75068
(214) 975-0472**

ARTICLE 4 - CONTRACT TIMES

4.01 Contract Times

- A. The Work will be substantially completed within **100** days after the Effective Date of the Contract and completed and ready for final payment within **130** days after the Effective Date of the Contract.

4.02 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence in the performance of the Contract, and that Owner will incur damages if Contractor does not complete the Work according to the requirements of Paragraph 4.01. Because such damages for delay would be difficult and costly to determine, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner **\$500** for each day that expires after the Contract Time for substantial completion.

4.03 Delays in Contractor's Progress

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor or their subcontractors or suppliers.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times.

- D. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor or Contractor's subcontractors or suppliers.

4.04 Progress Schedules

- A. Contractor shall develop a progress schedule and submit to the Engineer for review and comment before starting Work on the Site. The Contractor shall modify the schedule in accordance with the comments provided by the Engineer.
- B. The Contractor shall update and submit the progress schedule to the Engineer each month. The Owner may withhold payment if the Contractor fails to submit the schedule.

ARTICLE 5 - CONTRACT PRICE

5.01 Payment

- A. Owner shall pay Contractor in accordance with the Contract Documents, the lump sum amount of **\$1,325,497** for all work.

Payment will be made in an amount equal to the total of all extended prices for actual Work completed. The extended price is determined by multiplying the unit price times the actual quantity of that Work item completed. Actual quantities installed will be determined by the Engineer.

ARTICLE 6 - BONDS AND INSURANCE

6.01 Bonds

- A. Before starting Work, Contractor shall furnish a performance bond and a payment bond from surety companies that are duly licensed or authorized to issue bonds in the required amounts in the jurisdiction in which the Project is located. Each bond shall be in an amount equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until the completion of the correction period specified in Paragraph 7.12 but in any case, not less than one year after the date when final payment becomes due.

6.02 Insurance

- A. Before starting Work, Contractor shall furnish evidence of insurance from companies that are duly licensed or authorized in the State of Texas in which the Project is located with a minimum AM Best rating of A-VII or better. **Contractor shall provide insurance in accordance with the Town's Standard Insurance Requirements.**
- B. The Contractor shall provide property insurance covering physical loss or damage during construction to structures, materials, fixtures, and equipment, including those materials, fixtures, or equipment in storage or transit.
- C. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 15.

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

- A. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in

accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, safety, and procedures of construction.

- B. Contractor shall assign a competent resident superintendent who is to be present at all times during the execution of the Work. This resident superintendent shall not be replaced without written notice to and approval by the Owner and Engineer except under extraordinary circumstances.
- C. Contractor shall at all times maintain good discipline and order at the Site.
- D. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday.

7.02 Other Work at the Site

- A. In addition to and apart from the Work of the Contractor, other work may occur at or adjacent to the Site. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.

7.03 Services, Materials, and Equipment

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work shall be new, of good quality and shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable supplier, except as otherwise may be provided in the Contract Documents.

7.04 Subcontractors and Suppliers

- A. Contractor may retain subcontractors and suppliers for the performance of parts of the Work. Such subcontractors and suppliers must be acceptable to Owner.

7.05 Quality Management

- A. Contractor is fully responsible for the managing quality to ensure Work is completed in accordance with the Contract Documents.

7.06 Licenses, Fees and Permits

- A. Contractor shall pay all license fees and royalties and assume all costs incident to performing the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others.
- B. Contractor shall obtain and pay for all construction permits and licenses unless otherwise provided in the Contract Documents.

7.07 Laws and Regulations; Taxes

- A. Contractor shall give all notices required by and shall comply with all local, state, and federal Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly

required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

- B. Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages if Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations.
- C. Contractor shall pay all applicable sales, consumer, use, and other similar taxes Contractor is required to pay in accordance with Laws and Regulations.

7.08 Record Documents

- A. Contractor shall maintain one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved shop drawings in a safe place at the Site. Contractor shall annotate them to show changes made during construction. Contractor shall deliver these record documents to Engineer upon completion of the Work.

7.09 Safety and Protection

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.
- B. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. All persons on the Site or who may be affected by the Work;
 - 2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. Other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and underground facilities not designated for removal, relocation, or replacement in the course of construction.
- C. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by Contractor, or anyone for whose acts the Contractor may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Contract Documents or to the acts or omissions of Owner or Engineer and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor).
- D. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.
- E. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor shall act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.10 Shop Drawings, Samples, and Other Submittals

- A. Contractor shall review and coordinate the shop drawing and samples with the requirements of the Work and the Contract Documents and shall verify all related field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information.
- B. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
- C. With each submittal, Contractor shall give Engineer specific written notice, in a communication separate from the submittal, of any variations that the shop drawing or sample may have from the requirements of the Contract Documents.
- D. Engineer will provide timely review of shop drawings and samples.
- E. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs.
- F. Engineer's review and approval of a separate item does not indicate approval of the assembly in which the item functions.
- G. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of shop drawings and submit, as required, new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- H. Shop drawings are not Contract Documents.

7.11 Warranties and Guarantees

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

7.12 Correction Period

- A. If within one year after the date of substantial completion, any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly and without cost to Owner, correct such defective Work.

7.13 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any subcontractor, any supplier, or any individual or

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entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts they may be liable.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.01 Owner's Responsibilities

- A. Except as otherwise provided in the Contract Documents, Owner shall issue all communications to Contractor through Engineer.
- B. Owner shall make payments to Contractor as provided in this Contract.
- C. Owner shall provide Site and easements required to construct the Project.
- D. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, unless stated elsewhere in the Contract Documents, Owner shall have sole authority and responsibility for such coordination.
- E. The Owner shall be responsible for performing inspections and tests required by applicable codes.
- F. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- G. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- H. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION

9.01 Engineer's Status

- A. Engineer will be Owner's representative during construction. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in this Contract.
- B. Neither Engineer's authority or responsibility under this Article 9 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any subcontractor, any supplier, any other individual or entity, or to any surety for or employee or agent of any of them.
- C. Engineer will make visits to the Site at intervals appropriate to the various stages of construction. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work.
- D. Engineer has the authority to reject Work if Contractor fails to perform Work in accordance with the Contract Documents.
- E. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work.
- F. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs, or for any failure of Contractor to comply with Laws and Regulations applicable to the

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performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

ARTICLE 10 - CHANGES IN THE WORK

10.01 Authority to Change the Work

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work.

10.02 Change Orders

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in the Work which are: (a) ordered by Owner or (b) agreed to by the parties or (c) resulting from the Engineer's decision, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and
 - 3. Changes in the Contract Price or Contract Times or other changes, which embody the substance of any final binding results under Article 12.
- B. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 11 - DIFFERING SUBSURFACE OR PHYSICAL CONDITIONS

11.01 Differing Conditions Process

- A. If Contractor believes that any subsurface or physical condition including but not limited to utilities or other underground facilities that are uncovered or revealed at the Site either differs materially from that shown or indicated in the Contract Documents or is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in Work of the character provided for in the Contract Documents then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.
- B. After receipt of written notice, Engineer will promptly:
 - 1. Review the subsurface or physical condition in question;
 - 2. Determine necessity for Owner obtaining additional exploration or tests with respect to the condition;
 - 3. Determine whether the condition falls within the differing site condition as stated herein;
 - 4. Obtain any pertinent cost or schedule information from Contractor;

5. Prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and
 6. Advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

ARTICLE 12 - CLAIMS AND DISPUTE RESOLUTION

12.01 Claims Process

- A. The party submitting a claim shall deliver it directly to the other party to the Contract and the Engineer promptly (but in no event later than 10 days) after the start of the event-giving rise thereto.
- B. The party receiving a claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the claim through the exchange of information and direct negotiations. All actions taken on a claim shall be stated in writing and submitted to the other party.
- C. If efforts to resolve a claim are not successful, the party receiving the claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the claim within 45 days, the claim is deemed denied.
- D. If the dispute is not resolved to the satisfaction of the parties, Owner or Contractor shall give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction unless the Owner and Contractor both agree to an alternative dispute resolution process.

ARTICLE 13 - TESTS AND INSPECTIONS; CORRECTION OF DEFECTIVE WORK

13.01 Tests and Inspections

- A. Owner and Engineer will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access.
- B. Contractor shall give Engineer timely notice of readiness of the Work for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- C. If any Work that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense.

13.02 Defective Work

- A. Contractor shall ensure that the Work is not defective.
- B. Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. The Contractor shall promptly correct all such defective Work.

- E. When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. If the Work is defective or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

ARTICLE 14 - PAYMENTS TO CONTRACTOR

14.01 Progress Payments

- A. The Contractor shall prepare a schedule of values that will serve as the basis for progress payments. The schedule of values will be in a form of application for payment acceptable to Owner and Engineer. The unit price breakdown submitted with the bid will be used for unit price work. Break lump sum items into units that will allow for measurement of Work in progress.

14.02 Applications for Payments:

- A. Contractor shall submit an application for payment in a form acceptable to the Owner and Engineer, by the tenth (10th) of each month for the prior month (1st – 31st), to Engineer. Applications for payment will be prepared and signed by Contractor. Contractor shall provide supporting documentation required by the Contract Documents. Payment will be paid for Work completed as of the date of the application for payment.
- B. Beginning with the second application for payment, each application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior applications for payment.

14.03 Retainage

- A. The Owner shall retain five percent (5%) of each progress payment until the Work is substantially complete.

14.04 Review of Applications

- A. Within 10 days after receipt of each application for payment, the Engineer will either indicate in writing a recommendation for payment and present the application for payment to Owner or return the application for payment to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. The Contractor will make the necessary corrections and resubmit the application for payment.
- B. Engineer will recommend reductions in payment (set-offs) which, in the opinion of the Engineer, are necessary to protect Owner from loss because the Work is defective and requires correction or replacement.
- C. The Owner is entitled to impose set-offs against payment based on any claims that have been made against Owner on account of Contractor's conduct in the performance of the Work, incurred costs, losses, or damages on account of Contractor's conduct in the performance of the Work, or liquidated damages that have accrued as a result of Contractor's failure to complete the Work.

14.05 Contractor's Warranty of Title

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all liens and other title defects, and (2) all

patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

14.06 Substantial Completion

- A. The Contractor shall notify Owner and Engineer in writing that the Work is substantially complete and request the Engineer issue a certificate of substantial completion when Contractor considers the Work ready for its intended use. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.
- B. Engineer will inspect the Work with the Owner and Contractor to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor and Owner in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete or upon resolution of all reasons for non-issuance of a certificate identified in 14.06.B, Engineer will deliver to Owner a certificate of substantial completion, which shall fix the date of substantial completion and include a punch list of items to be completed or corrected before final payment.

14.07 Final Inspection

- A. Upon written notice from Contractor that the entire Work is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

14.08 Final Payment

- A. Contractor may make application for final payment after Contractor has satisfactorily completed all Work defined in the Contract, including providing all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents and other documents.
- B. The final application for payment shall be accompanied (except as previously delivered) by:
 - 1. All documentation called for in the Contract Documents;
 - 2. Consent of the surety to final payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any liens or other title defects, or will so pass upon final payment;
 - 4. A list of all disputes that Contractor believes are unsettled; and
 - 5. Complete and legally effective releases or waivers (satisfactory to Owner) of all lien rights arising out of the Work and of liens filed in connection with the Work.
- C. The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

14.09 Waiver of Claims

- A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor.
- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted.

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ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 Owner May Suspend Work

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 60 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension.

15.02 Owner May Terminate for Cause

- A. Contractor's failure to perform the Work in accordance with the Contract Documents or other failure to comply with a material term of the Contract Documents will constitute a default by Contractor and justify termination for cause.
- B. If Contractor defaults in its obligations, then after giving Contractor and any surety ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
 - 1. Declare Contractor to be in default, and give Contractor and any surety notice that the Contract is terminated; and
 - 2. Enforce the rights available to Owner under any applicable performance bond.
- C. Owner may not proceed with termination of the Contract under Paragraph 15.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- D. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- E. In the case of a termination for cause, if the cost to complete the Work, including related claims, costs, losses, and damages, exceeds the unpaid contract balance, Contractor shall pay the difference to Owner.

15.03 Owner May Terminate for Convenience

- A. Upon seven days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for, without duplication of any items:
 - 1. Completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. Expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. Other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid because of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

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15.04 Contractor May Stop Work or Terminate

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner, and provided Owner does not remedy such suspension or failure within that time, either stop the Work until payment is received, or terminate the Contract and recover payment from the Owner.

ARTICLE 16 - CONTRACTOR'S REPRESENTATIONS

16.01 Contractor Representations

- A. Contractor makes the following representations when entering into this Contract:
1. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on:
 - a. The cost, progress, and performance of the Work;
 - b. The means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and
 - c. Contractor's safety precautions and programs.
 5. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 6. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 7. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 8. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
 9. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that, without exception, all prices in the Contract are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 17 - MISCELLANEOUS

17.01 Cumulative Remedies

- A. The duties and obligations imposed by this Contract and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

17.02 Limitation of Damages

- A. Neither Owner, Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

17.03 No Waiver

- A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

17.04 Survival of Obligations

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

17.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract.

17.06 Controlling Law

- A. This Contract is governed by the laws of the state of Texas.

IN WITNESS WHEREOF, Owner and Contractor have signed this Contract.

This Contract will be effective on _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: Matthew Mueller

Title: Town Manager

Attest: _____

Title: _____

By: _____

Title: _____
(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____

Title: _____

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Address for giving notices:

Town of Little Elm

100 West Eldorado Pkwy

Little Elm, TX 75068

contracts@littleelm.org

Address for giving notices:

License No.:

(where applicable)



2019 - Annual Concrete Maintenance

Description	Fixed Budget Amount
Construction Activities	\$515,149
District Wide Concrete Maintenance - TOLE Bid	\$321,730
High School Allowance - Parking, Curbs, Sidewalks	\$80,000
Prestwick Allowance - Parking, Curbs, Sidewalks	\$40,000
Soil Stabilization Allowance - Flex base, Lime Stab.	\$50,000
Bonds & Insurance Allowance	\$10,551
Construction Contingency	\$12,868
A/E Fees	\$0
Third Party Vendors	\$0
Third Party Consultants	
Permits & Fees	\$1,500
Miscellaneous Costs	\$300
Printing / Miscellaneous Costs	\$300
Total Project Cost	\$520,549
Owner's Contingency	\$2,000
Owner's Contingency	\$2,000
Total Project Budget	\$522,549

BUDGET

Assumptions

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2019 CAPITAL OUTLAY PROGRAM BUDGET ANALYSIS

May '19 Project:	\$800,000.00	AVAILABLE FUNDS	Comments
District Wide Concrete Maintenance	\$522,549.00		Partner w/ Town of LE
District Wide Concrete Shaving	\$27,270.00		Purchasing Cooperative
LEHS Sidewalk Addition	\$38,525.00		JOC - SFCC
Brent SPED	\$15,946.00		JOC - SFCC
Chavez Art & SPED	\$32,696.00		JOC - SFCC
Lakeside MS Gym Floor Repair	\$75,793.00		Purchasing Cooperative
	\$712,779.00		

Board Agenda Item

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

Board Mtg. Date 05-20-2019	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:	PURCHASE AND INSTALLATION OF OUTDOOR WEATHER WARNING SYSTEMS FOR LEISD FACILITIES.				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CH (LEGAL)				
Summary:	<p>The Administration is requesting the approval of the installation of an outdoor weather warning systems at the following locations:</p> <ol style="list-style-type: none">1) Lobo Stadium2) Little Elm High School3) Jerry R. Walker Middle School4) Lowell H. Strike Middle School <p>These systems will alert district staff of severe weather conditions that may affect outdoor activities.</p>				
Financial Implications:	<p>A breakdown of cost and locations are as follows:</p> <ol style="list-style-type: none">1) Lobo Stadium - one (1) Pocket Perry Gold - \$3,500 one (1) Annual Setup Fee - \$89 one (1) Annual Technology & Data Fee - \$690 one (1) Outdoor Warning System - \$9,500 one (1) OWS Install Fee - \$750 one (1) Perry Weather Station \$3,000 one (1) Perry Weather Station Install - \$2502) LEHS - one (1) Outdoor Warning System w/ PA - \$12,500 one (1) OWS Install fee - \$750 one (1) Annual Technology & Data Fee - \$2303) Walker MS - one (1) Outdoor Warning System w/ PA - \$12,500				

one (1) OWS Install fee - \$750

- 4) Strike MS - one (1) Outdoor Warning System w/ PA - \$12,500
one (1) OWS Install fee - \$750

The total cost of all systems and installation is \$57,759. The annual fees for technology and data are \$4,509.

Attachments:

Lobo Stadium Quote
Little Elm High School Quote
Walker MS Quote
Strike MS Quote

Recommendation:

The Administration recommends the Board approve the purchase and installation of outdoor weather warning systems at the locations described and authorizes the Superintendent or their designee to execute final contracts.

Motion:

I move that the Board approve the purchase of and installation of outdoor weather warning systems at the locations described and authorizes the Superintendent or their designee to execute final contracts.

QUOTE

Little Elm ISD

Date
Apr 11, 2019

Expiry
May 11, 2019

Quote Number
QU-0916

Reference
Lobo Stadium

Perry Weather Consulting
Inc.
3720 Canton St.
Suite 101
DALLAS, TEXAS 75226
UNITED STATES

Description	Quantity	Unit Price	Amount USD
OUTDOOR WARNING SYSTEM w/PA -Solar/Cellular Powered -Syncs w/ all Perry Weather software -4 Audible Horns & 1 Flashing Strobe -Automated & Manually triggered -Public Address ADD-ON, 2 x 200w speakers 130dB -Perry Weather Protection Plan	1.00	9,500.00	9,500.00
OWS Install Fee	1.00	750.00	750.00
POCKET PERRY GOLD -Unlimited Mobile App, Web Dashboard, Meteorologist Support -Unlimited Mobile Access (Mobile App + GPS tracking) -Unlimited Alerts (Text Alerts)	1.00	3,500.00	3,500.00
Annual Setup Fee	1.00	89.00	89.00
Annual Technology & Data Fee	3.00	230.00	690.00
Perry Weather Station -Syncs w/ all Perry Weather software -Temperature & Humidity -WBGT & Heat Index -Wind Speed & Direction -Wind Chill -Precipitation -HD Sky Camera	1.00	3,000.00	3,000.00
Perry Weather Station Install	1.00	250.00	250.00
		Subtotal	17,779.00

TOTAL USD	17,779.00
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QUOTE

Little Elm ISD

Date
Apr 11, 2019

Expiry
May 11, 2019

Quote Number
QU-0915

Reference
Little Elm High School

Perry Weather Consulting
Inc.
3720 Canton St.
Suite 101
DALLAS, TEXAS 75226
UNITED STATES

Description	Quantity	Unit Price	Amount USD
Outdoor Warning System w/PA -Solar/Cellular Powered -Syncs w/ all Perry Weather software -4 Audible Horns & 1 Flashing Strobe -Automated & Manually triggered -Public Address ADD-ON, 2x 200w speakers 130dB -Perry Weather Protection Plan	1.00	12,500.00	12,500.00
OWS Install Fee	1.00	750.00	750.00
Annual Technology & Data Fee	1.00	230.00	230.00
Subtotal			13,480.00
TOTAL USD			13,480.00



QUOTE

Little Elm ISD

Date
Apr 11, 2019

Expiry
May 11, 2019

Quote Number
QU-0913

Reference
Walker MS

Perry Weather Consulting
Inc.
3720 Canton St.
Suite 101
DALLAS, TEXAS 75226
UNITED STATES

Description	Quantity	Unit Price	Amount USD
Outdoor Warning System w/PA	1.00	12,500.00	12,500.00
-Solar/Cellular Powered			
-Syncs w/ all Perry Weather software			
-4 Audible Horns & 1 Flashing Strobe			
-Automated & Manually triggered			
-Public Address ADD-ON, 2x 200w speakers 130dB			
-Perry Weather Protection Plan			
OWS Install Fee	1.00	750.00	750.00
		Subtotal	13,250.00
		TOTAL USD	13,250.00



QUOTE

Little Elm ISD

Date
Apr 11, 2019

Expiry
May 11, 2019

Quote Number
QU-0914

Reference
Strike MS

Perry Weather Consulting
Inc.
3720 Canton St.
Suite 101
DALLAS, TEXAS 75226
UNITED STATES

Description	Quantity	Unit Price	Amount USD
Outdoor Warning System w/PA	1.00	12,500.00	12,500.00
-Solar/Cellular Powered			
-Syncs w/ all Perry Weather software			
-4 Audible Horns & 1 Flashing Strobe			
-Automated & Manually triggered			
-Public Address ADD-ON, 2x 200w speakers 130dB			
-Perry Weather Protection Plan			
OWS Install Fee	1.00	750.00	750.00
		Subtotal	13,250.00
		TOTAL USD	13,250.00

Board Agenda Item

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

Board Mtg. Date 05-20-2019	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:	SALE OF REAL PROPERTY, CONSISTING OF APPROXIMATELY 8.370 ACRES ADJACENT TO AND EAST OF THE PRESTWICK ACADEMY (AT INTERSECTIONS OF W. LEBANON RD. AND PRESCOTT, CITY OF THE COLONY, DENTON, COUNTY, TEXAS)				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CDB (LEGAL)				
Summary:	Pursuant to Texas Education Code Sections 11.151 and 11.154 the Little Elm ISD Administration is requesting the Board consider and take possible action to authorize the sale of real property, consisting of approximately 8.370 acres adjacent to and east of the Prestwick Academy. Said offer shall be subject to a Right of First Option held by the original seller of the property (or seller's affiliate) to re-purchase the property at \$45,000/acre.				
Financial Implications:	Under separate cover				
Attachments:	Real Estate Contract Board Resolution Authorizing the Sale of Real Property				
Recommendation:	The Administration recommends the Board authorize the sale of real property consisting of approximately 8.370 acres adjacent to and east of the Prestwick Academy (at intersections of W. Lebanon Rd. and Prescott) and authorize the Superintendent or designee to execute final contracts.				
Motion:	I move that the Board authorize the sale of real property				

consisting of approximately 8.3700 acres adjacent to and east of the Prestwick Academy (at the intersections of W. Lebanon Rd. and Prescott) and authorize the Superintendent or designee to execute final contracts.

REAL ESTATE SALES CONTRACT

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

Buyer: TRIBUTE PARTNERS, L.P.
 Attn: Kristian T. Teleki
Address: 320 W. Main Street
 Lewisville, TX 75057
Phone: (972) 221-1199
E-mail: kteleki@matthewssouthwest.com

Type of entity: a Texas limited partnership

Buyer’s Attorney: Koons Real Estate Law
 Attn: Tiffany Sanford
Address: 1410 Robinson Road, Unit 100
 Corinth, TX 76210
Phone: (214) 954-0067
Fax: (214) 954-0108
E-mail: tsanford@koonsrealestatelaw.com

Seller: THE BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT
 SCHOOL DISTRICT (“District”)
Address: 300 Lobo Lane
 Little Elm, TX 75068
Phone: (972) 947-9340
Email: ganderson@littleelmsd.net

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

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

Property: Approximately 8.370 acres adjacent to the existing Prestwick STEM Academy (“Prestwick”) and labeled “Lot 2, Block A” on the attached Exhibit A. The parties acknowledge that the description contained in this contract technically may be, or is, legally insufficient for the purposes of supporting an action for specific performance or other enforcement hereof. As such, the parties confirm to each other that notwithstanding the insufficiency, if any, they desire to proceed with the conveyance of the Property as contemplated by this contract. Because the parties are desirous of executing this contract, they agree that (a) they are experienced in transactions of the nature provided for in this contract, (b) in fact, they are specifically familiar with the location of the Property, (c) each party waives any and all claims of an insufficient legal description in a cause of action for performance hereunder, and (d) upon the delivery of the Survey (defined below) to Buyer, and approval of such Survey by Buyer and Seller, the metes and bounds description of the Property prepared by the Surveyor in connection with the Survey will be the description of the Property for the purposes of this contract. The parties agree that, upon approval of the Survey by Buyer and Seller, this contract will be deemed to be automatically amended to incorporate the metes and bounds description of the Property as prepared by the Surveyor in connection with the preparation of the Survey; provided, that, upon the written request of either Buyer or Seller, the parties agree to amend this contract to incorporate such metes and bounds description as Exhibit A hereto.

Title Company: Republic Title of Texas, Inc.
Attn: Patti Windle
Address: 2626 Howell Street, 10th Floor
Dallas, TX 75204
Phone: (214) 754-7772
Fax: (972) 516-2525
E-mail: PWindle@republictitle.com

Purchase Price: The Purchase Price is to be adjusted based on the Survey. The Purchase Price will be calculated on the basis of \$45,000.00 per gross acre of the Property.

Earnest Money: TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00).

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

County for Performance: Denton County

A. Deadlines and Other Dates

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

1. Earnest Money Deadline: Three (3) days after the last of the signatures of Buyer and Seller.
2. Delivery of Title Commitment: Twenty (20) days after the Effective Date.
3. Delivery of Survey: Thirty (30) days after the Effective Date.
4. Delivery of UCC Search: Not Applicable.
5. Delivery of legible copies of instruments referenced in the Title Commitment and Survey: Thirty-five (35) days after the Effective Date.
6. Delivery of Title Objections: Ten (10) days after delivery of the Title Commitment, Survey, and legible copies of the instruments referenced in them.
7. Delivery of Seller's records as specified in Exhibit C and Notices, Statements and Certificates as specified in Exhibit D: Ten (10) days after the Effective Date.
8. End of Inspection Period: One hundred twenty (120) days after the Effective Date.
9. Closing Date: On or before fifteen (15) days after the end of the Inspection Period.
10. Closing Time: 2:00 p.m. unless otherwise agreed by Seller and Buyer

B. Closing Documents

1. At Closing, Seller will deliver the following documents:

Special Warranty Deed (the "Deed")

Drainage Easement (as defined in section D.2 below)

IRS Non-foreign Person Affidavit

Affidavit as to debts, liens and possession in a form reasonably acceptable to the Title Company

Evidence of Seller's authority to close this transaction

Settlement Statement

2. At Closing, Buyer will deliver the following documents:

Evidence of Buyer's authority to consummate this transaction

Settlement Statement

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

C. Exhibits

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

Exhibit A – Description of the Property

Exhibit B – Representations; As is, Where is

Exhibit C – Seller's Records

Exhibit D – Notices, Statements, and Certificates

Exhibit E – Form of Deed

D. Purchase and Sale of Property

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

2. *Drainage Easement.* At the Closing, Seller will grant to Buyer, without additional cost to Buyer, a drainage easement on the Prestwick Tract near Lebanon Road in the area generally shown on Exhibit A and labeled as "DRAINAGE EASEMENT" for the development of the Property (the "Drainage Easement"). During the Inspection Period, Seller and Buyer will use good faith efforts to agree upon the form of the Drainage Easement.

E. Interest on Earnest Money

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

F. Title and Survey

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

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

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

4. *UCC Search.* Not applicable.

5. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller will cause the Title Company to deliver the Title Commitment to Buyer and Seller by the deadline stated in section A.2 and legible copies of the instruments referenced in the Title Commitment and Survey (to the extent legible copies are available) by the deadline stated in section A.5. Buyer will cause the Survey to be delivered to Buyer, Seller and the Title Company by the deadline stated in section A.3.

6. *Title Objections.* Buyer has until the deadline stated in section A.6 ("Title Objection Deadline") to review the Survey, Title Commitment, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller will have ten (10) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before Closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before Closing, Buyer may, within ten (10) days after the deadline for the giving of

Seller's Cure Notice, notify Seller that either this contract is terminated, or Buyer will proceed to close, subject to Seller's obligation to cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before Closing, Seller must cure the Title Objections that Seller has agreed to cure in the Cure Notice.

G. Inspection Period

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

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

- a. Buyer may not unreasonably interfere with existing operations or occupants of the Property or neighboring lands;
- b. Buyer must notify Seller at least twenty-four (24) hours in advance of Buyer's plans to conduct tests so that Seller may be present during the tests;
- c. Buyer may not perform or cause to be performed on the Property a Phase II environmental site assessment without Seller's prior written consent, which consent may be withheld at Seller's sole option;
- d. if the Property is altered because of Buyer's inspections, Buyer must return the Property to its pre-inspection condition promptly after the alteration occurs; and
- e. Buyer must abide by any other reasonable entry rules imposed by Seller.

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

H. Representations

Seller's representations stated in Exhibit B are materially true and correct as of the Effective Date and must be materially true and correct on the Closing Date. In the event that Buyer becomes aware prior to Closing that any of Seller's representations or warranties set forth in this contract are not materially true on the Effective Date or at any time thereafter but prior to Closing, and in the event that Seller is unable to render any such representation or warranty materially true and correct as of the Closing Date, Buyer may, as its sole remedy, either: (i) terminate this contract by written notice thereof to Seller and Title Company, in which event the Earnest Money will be returned to Buyer, less the Independent Consideration (which will be delivered to Seller), and the parties will be relieved of all further obligations hereunder, or (ii) elect to close under this contract notwithstanding the failure of such representation or warranty, in which event the Closing will be deemed a waiver by Buyer of the failure of such representation or warranty.

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

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

2. *Casualty Damage.* Prior to Closing, Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen (15) days before Closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition and (b) the Purchase Price will not be reduced.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen (15) days before Closing). If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) if the taking will occur after the Closing, the rights to any award in condemnation pertaining to the Property will be assigned to Buyer at Closing, and (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken and the Purchase Price will be adjusted based on the award received by Seller for such condemned portion of the Property.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that affects the Property for which Seller receives written notice before Closing.

5. *Cooperation.* Seller will cooperate with Buyer before Closing, subject to the limitation is Section G.2.c, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

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

J. Termination

1. *Disposition of Earnest Money after Termination.*

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

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

2. *Duties after Termination.* If this contract is terminated, Buyer will promptly return to Seller all documents relating to the Property that Seller has delivered to Buyer and all copies that Buyer has made of the documents. After return of the documents and copies, neither party will have further duties or obligations to the other under this contract, except for those obligations that expressly survive the termination of this contract.

K. Closing

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

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

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

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

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

2. *Transaction Costs.*

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

b. *Buyer's Costs.* Buyer will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record the Deed and all other documents other than those to be recorded at Seller's expense; the costs to obtain the Survey, if required per section F.5 above, the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer; the costs of work required by Buyer to have the survey reflect matters other than those required under this contract; and Buyer's expenses and attorney's fees.

c. *Ad Valorem Taxes; Rollback Taxes.* Because Seller is a public entity exempt from ad valorem taxes, Seller will not be pay any prorated share of the ad valorem taxes for the Property for the calendar year of Closing. Buyer will be responsible for pay a prorated share of the ad valorem taxes for the Property from the date of Closing through the end of the year of Closing. The portion of the entire tax bill that is to be allocated to the Property will be equal to a fraction having as its numerator the amount of acreage of the Property and having as its denominator the amount of acreage of the of all property covered by said tax bill. The provisions of this paragraph will survive Closing.

If this sale or Buyer's use of the Property after Closing results in the assessment of additional taxes, penalties or interest ("Rollback Taxes") for periods prior to Closing, such Rollback Taxes will be the obligation of Buyer. SINCE SELLER IS A TAX-EXEMPT ENTITY, UNDER NO CIRCUMSTANCES WILL SELLER BE RESPONSIBLE TO PAY ANY PROPERTY TAXES OR ASSESSMENTS, INCLUDING ANY ROLLBACK TAXES. SELLER DOES NOT HEREBY WAIVE ANY EXEMPTION OR OTHER EXCEPTION IT, OR THE PROPERTY, MAY HAVE FROM ROLLBACK TAXES PURSUANT TO TEXAS TAX CODE §23.55(F) OR OTHER APPLICABLE LAW. The provisions of this paragraph will survive the Closing.

d. *Intentionally deleted.*

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

f. *Brokers' Commissions.* Seller and Buyer each warrant and represent to the other that no brokers, agents, finder's fees or commissions, or other similar fees, are due or arising in connection with the entering into of this contract, the sale and purchase of the Property, or

the consummation of transaction contemplated herein. Buyer, to the extent permitted by the laws and Constitution of the State of Texas, and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. The representations and indemnities in this paragraph will survive the Closing or earlier termination of this Contract.

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

L. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this contract and such failure continues after the expiration of the notice and cure period set forth below ("Seller's Default"), Buyer may elect either of the following as its sole and exclusive remedy:

- a. *Termination; Damages.* Buyer may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less the Independent Consideration as described above, returned to Buyer.

- b. *Specific Performance.* Buyer may enforce specific performance of Seller's obligation to close the Property under this contract. If title to the Property is awarded to Buyer, the conveyance will be subject to the matters stated in the Title Commitment.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this contract and such failure continues after the expiration of the notice and cure period set forth below ("Buyer's Default"), Seller may as its sole and exclusive remedy terminate this contract by giving notice to Buyer on or before the Closing Date and Closing Time and have the Earnest Money paid to Seller.

3. *Damages.* The parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money, in the case of Buyer's default, and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

4. *Notice and Cure.* Each party will be entitled to written notice of any default and will have twenty (20) days after receipt of such notice to cure such default prior to the exercise of any remedy provided herein.

5. *Post-Closing Remedies.* It is the intent of Seller and Buyer that no suit for damages may be brought with respect to any aspect of the transaction contemplated herein and the sole remedies of Seller and Buyer are set out in Sections L.1 and L.2 above, except, however, that from and after the Closing, each party will have the right to pursue its actual damages against the other party (i) for a breach of any covenant or agreement contained herein that is performable after or that survives

Closing (including the indemnification obligations of the parties contained in this contract), and (ii) for a breach of any representation or warranty made by the other party in this contract that was not discovered by the non-breaching party until after the Closing. If the Closing does not occur, (a) each party will have its respective rights and remedies under Sections L.1 and L.2 above, and (b) each party will have all available remedies against the other party for a breach of the other party's obligations contained in this contract that are expressly provided herein as surviving the termination of this contract. In no event will either party be liable for any speculative, consequential or punitive damages.

M. Miscellaneous Provisions

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

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

(SIGNATURE PAGE FOLLOWS.)

BUYER:

TRIBUTE PARTNERS, L.P., a Texas limited partnership

By: MSW Wynnwood Holdings, Ltd.,
a Texas limited partnership
its general partner

By: MSW Wynnwood Holdings GP, LLC
a Texas limited liability company
its general partner

By: _____
Kristian T. Teleki, Senior Vice President

Date: _____

SELLER:

BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, a political
subdivision of the State of Texas

Daniel Gallagher, Superintendent of Schools
Date: _____

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

REPUBLIC TITLE OF TEXAS, INC.

By:_____

Name:_____

Title_____

Date:_____

EXHIBIT A
DESCRIPTION OF THE PROPERTY

[Attached hereto]

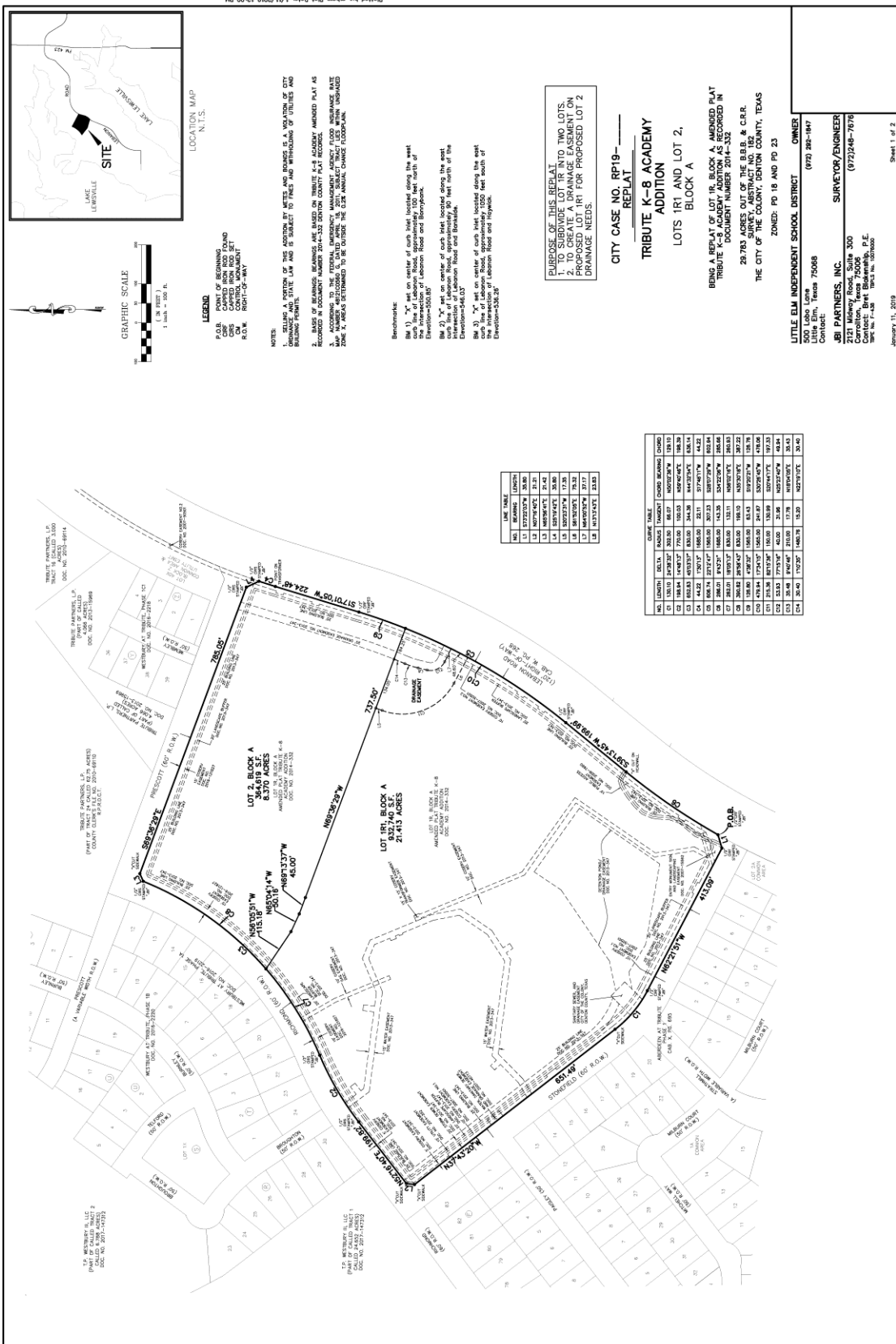


EXHIBIT B

REPRESENTATIONS; AS IS, WHERE IS

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

1. *Environmental Matters.* To the best of Seller's knowledge, no known environmental violations or written notices of violations exist for the Property. Seller will advise Buyer of any defects in the Property actually known to Seller and of any written notification received from governmental authorities prior to Closing with respect to violation of any law or ordinance regarding the operation or use of the Property.

2. *Authority.* Subject to section D.1 of this contract, Seller has authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.

3. *Litigation.* To Seller's current, actual knowledge, there is no litigation pending against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.

4. *Violation of Laws.* To Seller's current, actual knowledge, Seller has not received written notice of violation of any law, ordinance, or regulation affecting the Property or Seller's use of the Property.

5. *Possession.* There are no parties in possession of any part of the Property as lessees, tenants at sufferance or trespassers.

6. *No Other Representation.* Except as stated above, Seller makes no representation with respect to the Property.

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

B. "As Is, Where Is"

IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO THE MATTERS OF TITLE (OTHER THAN SELLER'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT AND SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS,

GOVERNMENTAL REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (III) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE, SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT, SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING AND THAT OF BUYER'S CONSULTANTS IN PURCHASING THE PROPERTY. BUYER WILL CONDUCT SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS BUYER DEEMS NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME. UPON CLOSING, SUBJECT TO SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT, SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING, BUYER WILL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INSPECTIONS AND INVESTIGATIONS. IT IS FURTHER AGREED THAT EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT, SELLER DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING SOLID WASTE, AS DEFINED IN THE TEXAS SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN, ON OR EMANATING FROM THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. BUYER HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT SELLER WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, UNLESS DUE TO SELLER'S BREACH OF SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT, IN WHICH CASE SELLER MAY BE LIABLE FOR, AND BUYER MAY SEEK FROM SELLER, ACTUAL DAMAGES ONLY, BUT NOT ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING, EXCEPT FOR SELLER'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THIS CONTRACT, SELLER'S WARRANTY OF TITLE SET FORTH IN THE DEED TO BE DELIVERED AT CLOSING, SELLER WILL SELL AND CONVEY TO BUYER AND BUYER WILL ACCEPT THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER, ANY AGENT OF SELLER OR ANY THIRD PARTY. THE TERMS

AND CONDITIONS OF THIS SUBSECTION B WILL EXPRESSLY SURVIVE THE CLOSING, WILL NOT MERGE WITH THE PROVISIONS OF ANY CLOSING DOCUMENTS AND WILL BE INCORPORATED INTO THE DEED. SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO HEREIN. BUYER FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS SUBSECTION B WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

EXCEPT FOR CLAIMS UNDER THE SPECIFIC PROVISIONS OF THIS CONTRACT OR UNDER THE SPECIAL WARRANTY DEED, BUYER HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND FOREVER ACQUITS SELLER AND ITS PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, MEMBERS, MANAGERS, SHAREHOLDERS AND AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "SELLER PARTIES") FROM ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, LIENS, DEMANDS, LIABILITIES, DAMAGES, COSTS, PENALTIES, FORFEITURES, LOSSES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS AND THE COSTS AND EXPENSES OF ENFORCING ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION UNDER THIS CONTRACT ("CLAIMS") OF ANY NATURE WHATSOEVER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FIXED OR CONTINGENT, WHICH IT NOW HAS, OWNS, HOLDS OR CLAIMS TO HAVE, OWN OR HOLD, OR AT ANY TIME HERETOFORE HAD, OWNED, HELD, OR CLAIMED TO HAVE, OWN OR HOLD, AGAINST SELLER AND THE SELLER PARTIES, RELATING THIS CONTRACT, THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, THE ENTITLEMENTS FOR THE PROPERTY, ANY HAZARDOUS MATERIALS THAT MAY BE ON OR WITHIN THE PROPERTY AND ANY OTHER MATTER RELATING TO THE SELLER OR THE PROPERTY. THESE COVENANTS RELEASING SELLER WILL BE A COVENANT RUNNING WITH THE PROPERTY AND WILL BE BINDING UPON BUYER AND ALL SUBSEQUENT OWNERS OF THE PROPERTY OR ANY PART THEREOF AND UPON ANY ALL PERSONS CLAIMING BY, THROUGH, OR UNDER BUYER, AND WILL BE SET FORTH IN THE DEED FROM SELLER TO BUYER.

EXHIBIT C

SELLER'S RECORDS

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

NONE.

EXHIBIT D

NOTICES, STATEMENTS, AND CERTIFICATES

The following notices regarding the Property are hereby delivered by Seller to Buyer pursuant to Section A.7:

1. Texas Property Code Section 5.010 Notice:

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Contract is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

**EXHIBIT E
FORM OF DEED**

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

SPECIAL WARRANTY DEED

STATE OF TEXAS	§	
	§	KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON	§	

THAT, BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT, an Independent School District and political subdivision of the State of Texas ("Grantor"), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to the undersigned in hand paid by TRIBUTE PARTNERS, L.P., a Texas limited partnership ("Grantee"), whose address is 320 W. Main Street, Lewisville, TX 75057, the receipt and sufficiency of which are hereby acknowledged, has GRANTED, SOLD and CONVEYED and by these presents does GRANT, SELL and CONVEY to Grantee that certain real property (the "Real Property") situated in Denton County, Texas, and described on Exhibit "A" attached hereto and incorporated herein by reference, together with (i) any and all improvements, rights and appurtenances belonging or pertaining thereto and (ii) any land lying within any highway, avenue, street, road, alley, easement or right of way, open or proposed, in, or across, abutting or adjacent to the Real Property, to the center line of said highway, avenue, street, road, alley or right-of-way (the Real Property and the foregoing set forth in the above subclauses (i) and (ii) may be collectively referred to as the "Property").

This conveyance is made and accepted subject to those certain title exceptions more particularly described on Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that such exceptions are valid, subsisting and, in fact, affect the Property.

IT IS UNDERSTOOD AND AGREED THAT GRANTOR IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR REPRESENTATIONS AS TO THE MATTERS OF TITLE (OTHER THAN GRANTOR'S REPRESENTATIONS AND WARRANTIES SET FORTH IN THAT CERTAIN REAL ESTATE SALES CONTRACT DATED EFFECTIVE AS OF _____, 20__, BETWEEN GRANTOR AND GRANTEE REGARDING THE PROPERTY (AS AMENDED AND ASSIGNED, THE "CONTRACT") AND GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, GOVERNMENTAL REGULATIONS OR ANY OTHER

MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY, INCLUDING, WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO ANY OF THE PROPERTY AND (III) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY. GRANTEE REPRESENTS THAT IT IS A KNOWLEDGEABLE BUYER OF REAL ESTATE AND THAT IT IS RELYING SOLELY ON ITS OWN EXPERTISE, GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CONTRACT, GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS DEED AND THAT OF GRANTEE'S CONSULTANTS IN PURCHASING THE PROPERTY. GRANTEE HAS CONDUCTED SUCH INSPECTIONS AND INVESTIGATIONS OF THE PROPERTY AS GRANTEE DEEMED NECESSARY, INCLUDING, BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME. SUBJECT TO GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CONTRACT AND GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS DEED, GRANTEE HEREBY ASSUMES THE RISK THAT ADVERSE MATTERS, INCLUDING, BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY GRANTEE'S INSPECTIONS AND INVESTIGATIONS. IT IS FURTHER AGREED THAT EXCEPT FOR GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CONTRACT, GRANTOR DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING SOLID WASTE, AS DEFINED IN THE TEXAS SOLID WASTE DISPOSAL ACT AND THE REGULATIONS ADOPTED THEREUNDER OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE IN, ON OR EMANATING FROM THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE HEREBY ASSUMES ALL RISK AND LIABILITY (AND AGREES THAT GRANTOR WILL NOT BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES, UNLESS DUE TO GRANTOR'S BREACH OF GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CONTRACT, IN WHICH CASE GRANTOR MAY BE LIABLE FOR, AND GRANTEE MAY SEEK FROM GRANTOR, ACTUAL DAMAGES ONLY, BUT NOT ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR OTHER DAMAGES) RESULTING OR ARISING FROM OR RELATING TO THE OWNERSHIP, USE, CONDITION, LOCATION, MAINTENANCE, REPAIR OR OPERATION OF THE PROPERTY. GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT FOR GRANTOR'S EXPRESS REPRESENTATIONS AND WARRANTIES SET FORTH IN THE CONTRACT AND GRANTOR'S WARRANTY OF TITLE SET FORTH IN THIS DEED, GRANTOR HEREBY SELLS AND CONVEYS TO GRANTEE AND GRANTEE HEREBY ACCEPTS THE PROPERTY "AS IS, WHERE IS," WITH ALL FAULTS. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THERE ARE NO ORAL AGREEMENTS, WARRANTIES OR REPRESENTATIONS, COLLATERAL TO OR AFFECTING THE PROPERTY BY GRANTOR, ANY AGENT OF GRANTOR OR ANY THIRD PARTY. GRANTOR IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY ORAL OR

WRITTEN STATEMENTS, REPRESENTATIONS, OR INFORMATION PERTAINING TO THE PROPERTY FURNISHED BY ANY REAL ESTATE BROKER, AGENT, EMPLOYEE, SERVANT OR OTHER PERSON, UNLESS THE SAME ARE SPECIFICALLY SET FORTH OR REFERRED TO IN THE CONTRACT. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THIS PARAGRAPH WERE A MATERIAL FACTOR IN THE DETERMINATION OF THE PURCHASE PRICE FOR THE PROPERTY.

EXCEPT FOR CLAIMS UNDER THE SPECIFIC PROVISIONS OF THE CONTRACT OR UNDER THIS SPECIAL WARRANTY DEED, GRANTEE HEREBY IRREVOCABLY AND UNCONDITIONALLY RELEASES, DISCHARGES AND FOREVER ACQUITS GRANTOR AND ITS PAST, PRESENT AND FUTURE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, MEMBERS, MANAGERS, SHAREHOLDERS AND AFFILIATES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS (COLLECTIVELY, THE "GRANTOR PARTIES") FROM ALL CLAIMS, ACTIONS, CAUSES OF ACTION, SUITS, LIENS, DEMANDS, LIABILITIES, DAMAGES, COSTS, PENALTIES, FORFEITURES, LOSSES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND COSTS AND THE COSTS AND EXPENSES OF ENFORCING ANY INDEMNIFICATION, DEFENSE OR HOLD HARMLESS OBLIGATION UNDER THE CONTRACT ("CLAIMS") OF ANY NATURE WHATSOEVER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, FIXED OR CONTINGENT, WHICH IT NOW HAS, OWNS, HOLDS OR CLAIMS TO HAVE, OWN OR HOLD, OR AT ANY TIME HERETOFORE HAD, OWNED, HELD, OR CLAIMED TO HAVE, OWN OR HOLD, AGAINST GRANTOR AND THE GRANTOR PARTIES, RELATING TO THE CONTRACT, THE PROPERTY, THE PHYSICAL CONDITION OF THE PROPERTY, THE ENTITLEMENTS FOR THE PROPERTY, ANY HAZARDOUS MATERIALS THAT MAY BE ON OR WITHIN THE PROPERTY AND ANY OTHER MATTER RELATING TO THE GRANTOR OR THE PROPERTY. THESE COVENANTS RELEASING GRANTOR ARE A COVENANT RUNNING WITH THE PROPERTY AND WILL BE BINDING UPON GRANTEE AND ALL SUBSEQUENT OWNERS OF THE PROPERTY OR ANY PART THEREOF AND UPON ANY ALL PERSONS CLAIMING BY, THROUGH, OR UNDER GRANTEE.

TO HAVE AND TO HOLD, the Property unto Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns forever, and Grantor does hereby bind Grantor and Grantor's heirs, executors, administrators, legal representatives, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee and Grantee's heirs, executors, administrators, legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the Property or any part thereof, by, through or under Grantor, but not otherwise.

Ad valorem taxes relating to the Property have been prorated between Grantor and Grantee as of the date hereof.

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

EXECUTED AND DELIVERED as of the date set forth below, to be effective as of _____, 20__ (the “Effective Date”).

GRANTOR:

BOARD OF TRUSTEES OF THE LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By: _____
Daniel Gallagher, Superintendent of Schools

STATE OF TEXAS §
 §
COUNTY OF DENTON §

This instrument was acknowledged before me on the ____ day of _____, 20__, by Daniel Gallagher, Superintendent of Schools for Board of Trustees of the Little Elm Independent School District, on behalf of said district.

[SEAL]

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My Commission Expires:

Printed Name of Notary

Return to Grantee’s Address:

EXHIBIT "A" TO SPECIAL WARRANTY DEED
Description of the Real Property

[To be inserted]

EXHIBIT "B" TO SPECIAL WARRANTY DEED
Permitted Exceptions

[To be inserted]

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

WHEREAS, the Board of Trustees of the Little Elm Independent School District (“District”) seeks to consider the sale of the real property described below:

Approximately 8.370 acres, adjacent to Prestwick STEM Academy being more fully depicted on Exhibit “A” attached hereto and made a part hereof for any and all purposes (hereinafter referred to as the “Property”).

WHEREAS, on September 17, 2018, the Board of Trustees declared the Property to be surplus and authorized the Superintendent to offer the Property for sale, subject to compliance with a contractual Right of First Option held by the previous owner of the Property, to receive and open offers, and to bring a recommendation back to the Board for approval;

WHEREAS, the District offered the Property for sale and received offers on the Property subject to the Right of First Option, and notified the previous owner of the Property (now Tribute Partners, L.P.) of the District’s intent to sell the Property;

WHEREAS, Tribute Partners, L.P. is exercising its Right of First Option to purchase the Property under the terms of the Right of First Option;

WHEREAS, the District desires to comply with the contractual Right of First Option, to enter into a real estate sales contract with the Tribute Partners, L.P. for the sale of the Property by the District, as well as grant a drainage easement on the District’s adjacent property at the Prestwick STEM Academy near Lebanon Road and in the area generally shown on Exhibit “A” labeled “Drainage Easement”; therefore,

Be it resolved,

1. That the findings and recitals in the preamble of this Resolution are hereby found to be true and correct and are hereby approved and adopted.
2. That the Board of Trustees of the District authorizes and approves entering into a real estate contract for the sale of the Property described in Exhibit “A”.
3. That the Superintendent and Associate Superintendent and Chief Financial Officer are each authorized to sign a real estate sales contract for the sale of the Property, negotiate the terms of the drainage easement, tender closing costs to the title company for the sale of the Property, and to execute any other documents necessary to effect the sale.

4. That, pursuant to Texas Education Code Section 11.154(b), the President of the Board of Trustees is authorized to sign a deed to the Property at closing, as well as sign a drainage easement on the District's adjacent property.

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

FINALLY PASSED AND ADOPTED this 20th day of May, 2019.

By: _____
Melissa Myers, President
Board of Trustees of the
Little Elm Independent School District

ATTEST:

By: _____
Jason Olson, Secretary
Board of Trustees of the
Little Elm Independent School District

Certificate for Resolution

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the District during a regularly scheduled meeting on May 20, 2019. A quorum of the Board of Trustees being then present, it was then duly moved and seconded that the resolution be adopted, and such resolution was then adopted according to the following vote:

Ayes: _____

Noes: _____

Abstentions: _____

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

By: _____

Melissa Myers, President

Board of Trustees of the

Little Elm Independent School District

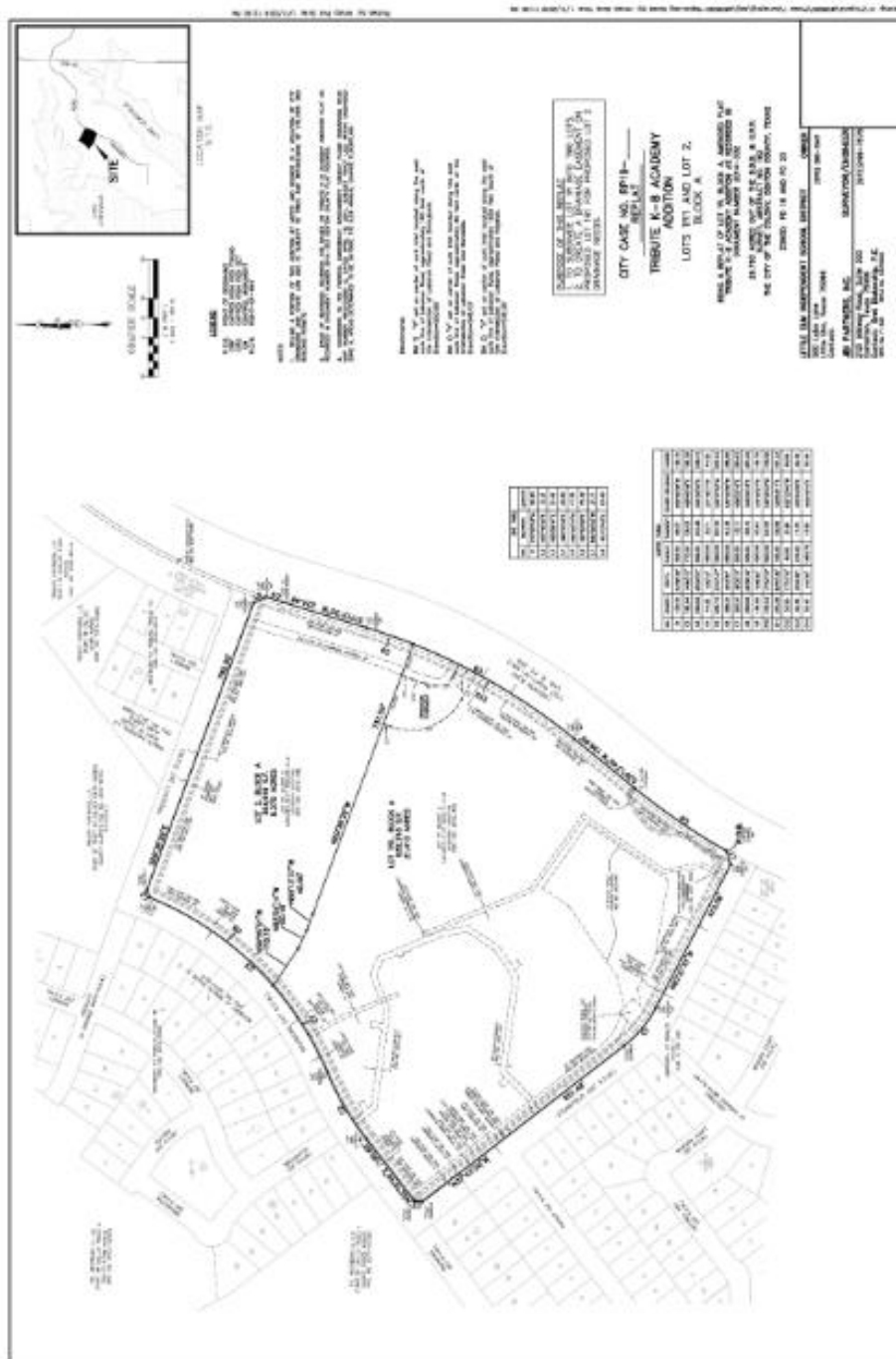
THE STATE OF TEXAS }
 }
COUNTY OF DENTON } ACKNOWLEDGMENT

BEFORE ME, a Notary Public, on this day personally appeared Melissa Myers, known to me to be the person whose name is subscribed to the foregoing instrument, and having been sworn, upon her oath stated that she is the President of the Board of Trustees of the Little Elm Independent School District; that she was authorized to execute such instrument pursuant to resolution of the Board of Trustees adopted on May 20, 2019; and that said instrument is executed as the free and voluntary act and deed of such governmental unit for the purposes expressed therein.

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

Notary Public, State of Texas

Exhibit "A" Depiction of Property



Board Agenda Item

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

Board Mtg. Date 5-20-19	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	LITTLE ELM HIGH SCHOOL CTE AREA RENOVATIONS				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Summary:	Presenting Project Budget and General Scope for renovations to the CTE areas at the Little Elm High School				
Financial Implications:	Not to Exceed Project Budget of \$730,037.00, that includes all hard and soft costs associated with the Scope of Work, including the JOC Construction Contract of \$475,704 with Alpha Building Corp.				
Attachments:	Project Scope, an Budget recap				
Recommendation:	The Administration recommends approval of the Not to Exceed Project Budget, including JOC Contract as presented, and authorize the Superintendent or his designee to negotiate and execute the required contracts.				
Motion:	I move the Board approve the Not to Exceed Project Budget, including the JOC Contract as presented, and authorize the Superintendent or his designee to negotiate and execute the required contracts.				



BUDGET

HS CTE Classroom Upgrades

Alpha Const.

	Description	Budget Amount
01	Construction Activities	\$475,704.00
	Base Scope	\$366,480.00
	Alternate No.1	\$79,224.00
	Contingencies & Allowances	\$30,000.00
00	A/E Fees	\$46,000.00
	Base Design Fee - AE	\$40,000.00
	Add Services for Design AE (10%)	\$4,000.00
	AE Reimbursable (5%)	\$2,000.00
02	Third Party Vendors	\$158,122.50
	FF&E for Campus	\$116,475.00
	FF&E Contingency	\$11,647.50
	Technology	\$20,000.00
	Moving Expenses	\$10,000.00
03	Third Party Consultants	\$9,318.00
	Test & Balance HVAC Allowance	\$6,988.50
	HVAC Commissioning Allowance	\$2,329.50
04	Permits & Fees	\$2,000.00
	Legal	\$1,000.00
	Other	\$1,000.00
05	Miscellaneous Costs	\$0.00
06	Owner's Contingency	\$38,892.50
	Misc. Contingency	\$38,892.50

Total Project Budget

\$730,037.00



Date: May 3, 2019

Attn: Rick Martin, Executive Director of Construction

Little Elm ISD

rickmartin@littleelmsd.net

Project: High School CTE & Lecture Hall Renovations

Mr. Martin,

Alpha Building Corporation is pleased to present to you this **Base proposal** for High School CTE & Lecture Hall Renovations per Corgan High School CTE & Lecture Hall Renovations drawings dated 04/16/2019 and the Corgan Contract Conditions and Specifications for the general construction of Little Elm High School CTE & Lecture Hall Renovations dated 04/17/2019 with the following exclusions and clarifications:

Exclusions and Clarifications

1. This base proposal includes Section 01 21 00 Construction Contingency Allowance for the sum of \$25,000.
2. This base proposal includes Section 08 71 00 Door Hardware Allowance for the sum of \$5,000.
3. Asbestos testing and abatement is excluded.

Base Proposal \$396,480

Alpha Building Corporation is pleased to present to you this **Alternate 1 proposal** for High School CTE & Lecture Hall Renovations per Corgan High School CTE & Lecture Hall Renovations drawings dated 04/16/2019 and the Corgan Contract Conditions and Specifications for the general construction of Little Elm High School CTE & Lecture Hall Renovations dated 04/17/2019 in particular Section 01 23 00 with the following clarification:

Clarification

1. Includes the removal and disposal of (68) seats and the modifying of (67) table legs.

Alternate 1 Proposal \$79,224

Respectfully,

A handwritten signature in blue ink that reads "Billy Harkins". The signature is fluid and cursive, with the first name "Billy" and last name "Harkins" clearly distinguishable.

Billy Harkins, Estimator
Alpha Building Corporation
bharkins@alphabuilding.com

Board Agenda Item

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

Board Mtg. Date 5-20-19	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	SPED CLASSROOM CONVERSION AT LITTLE ELM HIGH SCHOOL				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Summary:	Presenting Project Proposal for the SPED classroom conversion at Little Elm High School				
Financial Implications:	Not to Exceed Project Budget of \$106,398.70, which includes all hard and soft costs associated with the Scope of Work, including the JOC contract amount of \$97,272.				
Attachments:	Project Budget and JOC Proposal				
Recommendation:	The Administration recommends approval of the Project Proposal with Big Sky as presented, and authorize the Superintendent or his designee to negotiate and execute the required contracts.				
Motion:	I move the Board approve the project Proposal with Big Sky as presented, and authorize the Superintendent or his designee to negotiate and execute the required contracts.				



BUDGET

HS SPED Conversion

Big Sky

Description		Budget Amount
01	Construction Activities	\$97,272.00
	Escalated Cost of the Work	\$72,534.00
	General Conditions (.02)	\$12,050.00
	JOC Fee (15%)	\$12,688.00
00	A/E Fees	\$0.00
02	Third Party Vendors	\$5,000.00
	Technology	\$3,000.00
	Moving Expenses	\$2,000.00
03	Third Party Consultants	\$0.00
04	Permits & Fees	\$500.00
	Legal	\$500.00
05	Miscellaneous Costs	\$0.00
06	Owner's Contingency	\$3,626.70
	Misc. Contingency	\$3,626.70

Total Project Budget

\$106,398.70



Big Sky Construction Co., Inc. • 507 Exposition Ave. • Dallas, TX 75226 • 972.226.4704 • 972.226.6133

May 2, 2019

Rick Martin
Executive Director of Construction
Little Elm I.S.D.
300 Lobo Lane
Little Elm, Texas 75068

Re: Little Elm High School Classrooms 1111&1113 Renovation

Rick:

Big Sky construction would like to submit a proposal amount of \$97,272.00 for the renovation work to classrooms 1111 & 1113.

Scope includes work to be completed before August 12th, 2019 including the following:

- Demo and removal of existing flooring, partition wall and ceiling as required to adjoin the two classrooms and install new doors and lift system.
- Installation of new Johsonite 'Triumph and Inertia' flooring including base.
- Installation of new Liko overhead patient Lift System with support structure.
- Installation of 2 each new 4' solid core wood doors, hardware and hollow metal frames.
- Installation of new hand held shower with mixing valve and access in existing restroom.
- Tape, bed, texture and paint of all walls and door frames in the newly adjoined room.
- Clean and make ready of all work areas included in the above scope.

We look forward in working with you and Little Elm I.S.D. on this project. Please let us know if the proposal is acceptable and we'll get started coordinating the work.

Sincerely,

Bryan Vassar
Senior Estimator
Big Sky Construction Company, Inc.

Little Elm Classroom Renovation Summary

Subcontractor	Scope	Price
Demo	Demo Interior separation wall - 2ea 3'0 Frames	\$7,000.00
Plumbing	Install Hand Held Shower Nossle - Mixing Valve - 24x24 Access Panel	\$2,356.00
Electrical	Make Safe Center Wall - Add Circuit for Lift - Adjust Fixture in Restroom	\$3,500.00
Flooring	Install Rubber Floor & Rubber Base - Transistion Strips to Ceramic Tile and VCT	\$19,958.00
Patient Lift Steel	Install Lift and Track	\$17,830.00
	Support Steel for track	\$4,820.00
Drywall	Rework framing to Install 2ea 4'0x7'0 Frames - Repair Grid Ceiling	\$8,500.00
Doors, Frames & Hardware	2 each - 4070 Hollow metal Frames (1-Custom Frame) with Solid Core Wood Doors, Lockset and closers.	\$5,070.00
Paint	Tape/Finish Wall around Door Frames and Paint entire room and new Access Door	\$3,500.00
	GC's	\$12,050.00
	subtotal	<u>\$84,584.00</u>
	15% OH&P	\$12,688
	Total	\$97,272

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 5-20-19	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	ENERGY SAVINGS PERFORMANCE CONTRACT WITH SIEMENS INDUSTRY, BUILDING TECHNOLOGIES DIVISION				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Summary:	Presenting Project Budget and Performance Contracting Agreement with Siemens Industry for the HVAC upgrades & replacements Little Elm High School				
Financial Implications:	Not to Exceed Project Budget of \$3,759,447.66 that includes all hard and soft costs associated with the Scope of Work, including the Performance Contract with Siemens of \$3,420,095 .				
Attachments:	Project Scope, an Budget recap				
Recommendation:	The Administration recommends approval of the Project Budget and Performance Contracting Agreement with Siemens Industry as presented, and authorize the Superintendent or his designee to negotiate and execute the required contracts.				
Motion:	I move the Board approve the Not to Exceed Project Budget and the Performance Contracting Agreement with Siemens Industry as presented, and authorize the Superintendent or his designee to negotiate and execute the required contracts.				



High School HVAC Upgrades

Board Approved -----

Phase I-B

BUDGET

	Description	Budget Amount
01	Construction Activities	\$3,582,127.66
	ESPC (Siemens) Contract	\$3,407,793.84
	Other Misc. Work	\$40,000.00
	Controls Software Upgrades	\$30,000.00
	Contingency	\$104,333.82
00	A/E Fees	\$22,000.00
	Third Party Reviewer	\$22,000.00
02	Third Party Vendors	\$25,000.00
	Miscellaneous Technology	\$25,000.00
03	Third Party Consultants	\$110,000.00
	Controls Re-Commissioning Allowance	\$60,000.00
	Re-Test & Balance Allowance	\$50,000.00
04	Permits & Fees	\$4,000.00
	Legal Allowance	\$3,500.00
	Other	\$500.00
05	Miscellaneous Costs	\$200.00
	Printing / Miscellaneous Costs	\$200.00
06	Owner's Contingency	\$16,120.00
		\$16,120.00

Total Project Budget

\$3,759,447.66

Little Elm ISD Phase 1

Project Summary – May 2, 2019

Project Goals and Overview

Little Elm Independent School District (LEISD) staff was exploring ways to maximize current budget dollars for needed improvements and upgrades to their facility infrastructure. Staff's key objectives were to:

- Address aging infrastructure needs
- Reduce operating costs
- Reduce energy consumption
- Support a data driven asset management plan

LEISD selected Siemens in June 2018 under a process called Performance Contracting. Performance Contracting is enabled through Texas Education Code 44.901 and allows school districts to implement capital intensive improvements utilizing the energy and operational savings to offset the cost of the improvements---and it's guaranteed. The process allows LEISD to implement various projects under one contract, resulting in overall lower costs and minimal to no capital dollars needed to fund major capital-intensive improvements.

In June 2018, LEISD selected Siemens to evaluate, design, and develop a turn-key solution for infrastructure needs and entered into a Letter of Intent for an Investment Grade Audit. A detailed engineering audit of the school district's building infrastructure was conducted by Siemens over a six month period. After careful evaluation of technology, cost, and overall solution design, it was determined that the initial project would focus on the following areas:

- Replacement of HVAC units at Little Elm High School;
- Replacement of building automation unit controllers compatible with existing software.

All aspects of the turn-key solution and implementation are covered; engineering design, selection and bidding of technologies and products, installation, software integration, permits, and commissioning.

As rooftop HVAC units age, cooling efficiency degrades. HVAC cooling coils, especially when installed on rooftops in Texas, are damaged over time by hail stones, sun, dirt, and other debris that can clog or flatten cooling coil fins. When the coil fins are damaged, heat transfer efficiency is significantly impacted. Additionally, due to the age of the existing equipment, replacement parts and service become difficult to procure. Therefore, Operating and Maintenance (O&M) costs increase year over year as equipment ages just to keep it all in service. This project will replace existing HVAC equipment at Little Elm High School which will yield energy savings, greater comfort, and lower O&M costs for Little Elm ISD.

Through the Performance Contracting process, Siemens guarantees the efficiency of the new HVAC equipment. If the guarantees are not met, Siemens will write a check for the shortfalls.

The turnkey price associated with Project is \$3,407,793.84
with 459,239 kWh guaranteed energy savings, approximately \$41,055 annually.



On the following pages are the proposed Project Scope of Work for your consideration and the value it brings to Little Elm ISD.

Siemens Contact Information:

- Dan Schmitz – Account Executive (214) 803-7392
- Rob McMillin - Zone General Manager (281) 949-3022



Scope of Work

Based on the findings of the Audit, LEISD will be implementing an initial Energy Performance Contract with Siemens Industry to implement needed HVAC replacements at Little Elm High School. By utilizing an Energy Performance Contract under Texas Education Code 44.901, the school district will be able to offset some of the cost for the infrastructure improvements. Additionally, the energy savings are guaranteed by Siemens and reconciled annually.

FIM 1 – HVAC Replacement

This FIM will:

1. Improve operating efficiency and reduce energy consumption.
 2. Replace existing aged, inefficient HVAC units at the end of their useful life.
 3. Reduce operating costs and maintenance costs.
- Provide and install two-hundred and one (201) HVAC units at Little Elm High School; units to be replaced like-for-like tonnage with product specification selected by Little Elm ISD Staff
 - (195) Rooftop Units
 - (6) Split System Heat Pumps
 - Provide unit controller interface to LEISD's building automation software

Replace the following existing units with same capacity Lennox HVAC unit specifications provided by the District:

Table of Little Elm High School HVAC units

Eqmt Tag	Eqmt Type	Location	Make	Model #	Serial #	Year	Tons	Scope of Work
6105	RTU	South East above FO	Trane	YSC036A4RMA0ZB001A000	335101362L	2003	3	Replace
6113	RTU	South East above FO	Trane	YCC030F1M0BH	3133NY41H	2003	2.5	Replace
6060	RTU	South East above FO	Trane	YCC030F1M0BH	314106B1H	2003	2.5	Replace
6114	RTU	South East above FO	Trane	YSC036	335101410L	2003	3	Replace
6118	RTU	South East above FO	Trane	YCZ036F4M0AA	33252RR1H	2003	3	Replace
6122	RTU	South East above FO	Trane	YSC060A4RMA15B101A000A3	335101233L	2003	5	Replace
6126	RTU	South East above FO	Trane	YCC024F1L0BH	3073XL52H	2003	2	Replace
6119	RTU	South East above FO	Trane	YSC048	355101367L	2003	4	Replace
5109A	RTU	East	Trane	YSC120A4RMA	335101396L	2003	10	Replace
5109B	RTU	East	Trane	YSC120	335101341L	2003	10	Replace
5117	RTU	East	Trane	YSC036A4RMA	355101266L	2003	3	Replace
5118	RTU	East	Trane	YSC120	335101422L	2003	10	Replace
6055	RTU	East	Trane	YSC036	355101392L	2003	3	Replace
6098	RTU	East	Trane	YSC036	355101150L	2003	3	Replace
6096	RTU	East	Trane	TCC018F100BG	3374KML2H	2003	1.5	Replace
6081	RTU	South higher roof	Trane	YSC048A4RMA11B100	335101167L	2003	4	Replace

Eqmt Tag	Eqmt Type	Location	Make	Model #	Serial #	Year	Tons	Scope of Work
5119	RTU	North	Trane	YSC092	335101768L	2003	7.5	Replace
6143	RTU	North	Trane	TCC036F400BD	3362H941H	2003	3	Replace
5107	RTU	North	Trane	YCD150D4L0BA	336100291D	2003	12.5	Replace
5125	RTU	North	Trane	YSC092	355100694L	2003	7.5	Replace
5120	RTU	North	Trane	YSC092A4RMA120	335101267L	2003	7.5	Replace
5124	RTU	North	Trane	YCZ060F4M0AA	33142KD2H	2003	5	Replace
5120B	RTU	North	Trane	YSC048	335101436L	2003	4	Replace
5127	RTU	North (down)	Trane	YCZ060F4M0AA	3322M702H	2003	5	Replace
\$5,126	RTU	North (down)	Trane	YSC072A4RMA1	335101238L	2003	6	Replace
6041C	RTU	Center South	Trane	YSC120A4RMA	335101412L	2003	10	Replace
6041B	RTU	Center South	Trane	YSC092	335100325L	2003	7.5	Replace
C1102B	RTU	South East column	Trane	YCZ050F4H0AA	333324M2H	2003	4.25	Replace
6034	RTU	South East column	Trane	TCC024F100BG	3371KMN2H	2003	2	Replace
1210	RTU	South East column	Trane	YCZ050F4H0AA	3331S4K2H	2003	4.25	Replace
1207	RTU	South East column	Trane	YCZ060F4M0AA	3331SH12H	2003	5	Replace
1116	RTU	South East column	Trane	YCC030F1M0BH	3133NY01H	2003	2.5	Replace
1114	RTU	South East column	Trane	YSC060	335101302L	2003	5	Replace
1111	RTU	South East column	Trane	YCC030F1M0BH	3133NY61H	2003	2.5	Replace
1212	RTU	South East column	Trane	YCZ050F4H0AA	33251E72H	2003	4.25	Replace
1118	RTU	South East column	Trane	YSC036A4R	335101323L	2003	3	Replace
1113	RTU	South East column	Trane	YCZ050F4H0AA	3325PEW2H	2003	4.25	Replace
1214	RTU	South East column	Trane	YCZ060F4M0AA	3322YJ92H	2003	5	Replace
1120	RTU	South East column	Trane	YCZ050F4H0AA	3331K9L2H	2003	4.25	Replace
1115	RTU	South East column	Trane	YSC060	335101345L	2003	5	Replace
1209	RTU	South East column	Trane	YCC024F1L0BH	3073XS92H	2003	2	Replace
1211	RTU	South East column	Trane	YCZ060F4M0AA	3315X1C2H	2003	5	Replace
A/C 6046	RTU	South East column	Trane	2TTA0060A4000AA	3373L2Y3F	2003	5	Replace
1206	RTU	South East column	Trane	YCZ060F4M0AA	331522F2H	2003	5	Replace
1110	RTU	South East column	Trane	YCZ050F4H0AA	3325KW62H	2003	4.25	Replace
A/C 6045	RTU	South East column	Trane	2TTA0060A4000AA	3373L213F	2003	5	Replace
1108	RTU	South East column	Trane	YCZ036F4M0AA	332315K1H	2003	3	Replace
1107	RTU	South East column	Trane	YCZ060F4M0AA	33121GG2H	2003	5	Replace
1205	RTU	South East column	Trane	YCZ050F4H0AA	332331B2H	2003	4.25	Replace
1204	RTU	South East column	Trane	YCZ036F4M0AA	3324J321H	2003	3	Replace
1106	RTU	South East column	Trane	YSC048A	335101328L	2003	4	Replace
1105	RTU	South East column	Trane	YCZ050F4H0AA	3343SDP2H	2003	4.25	Replace
None	RTU	South East column	Trane	YCZ050F4H0AA	3324MA72H	2003	4.25	Replace
1103	RTU	South East column	Trane	YCZ060F4M0AA	3331Y2K2H	2003	5	Replace
1202	RTU	South East column	Trane	YCZ060F4M0AA	33211ME2H	2003	5	Replace
1201	RTU	South East column	Trane	YCZ050F4H0AA	3333R7C2H	2003	4.25	Replace
1200	RTU	South East column	Trane	YCZ036F4M0AA	3324Z6E1H	2003	3	Replace
C1102A	RTU	South East column	Trane	YCZ050F4H0AA	3324YJE2H	2003	4.25	Replace

Eqmt Tag	Eqmt Type	Location	Make	Model #	Serial #	Year	Tons	Scope of Work
6049	RTU	South East column	Trane	TCC018F100BG	3364JX12H	2003	1.5	Replace
6041A	RTU	South East column	Trane	YSC092	Unknown	2003	7.5	Replace
L101	RTU	South East column	Trane	YHC033A4RMA09YE	850100496L	2008	3	Replace
L120	RTU	South East column	Trane	YHC043	850100524L	2008	4	Replace
L222	RTU	South East column	Trane	YHC043	850100516L	2008	4	Replace
L223	RTU	South East column	Trane	YHC043	850100508L	2008	4	Replace
L121	RTU	South East column	Trane	YHC063	850100486L	2008	5	Replace
L122	RTU	South East column	Trane	YHC033	850100933L	2008	3	Replace
L224	RTU	South East column	Trane	YHC043	850100536L	2008	4	Replace
L225	RTU	South East column	Trane	YHC063	850100955L	2008	5	Replace
L123	RTU	South East column	Trane	YHC043	850100397L	2008	4	Replace
M110	RTU	South East column	Trane	YHC033	850100488L	2008	3	Replace
L209	RTU	South East column	Trane	YHC043	850100993L	2008	4	Replace
M210	RTU	South East column	Trane	YHC063	850100494L	2008	5	Replace
M111	RTU	South East column	Trane	YHC043	849100992L	2008	4	Replace
M201	SS	South East column	Trane	2TTA3060A4000AA	8081LP64F	2008	5	Replace
M209	RTU	South East column	Trane	YHC043	850100548L	2008	4	Replace
L112	RTU	South East column	Trane	YHC063	850100963L	2008	5	Replace
L113	RTU	South East column	Trane	YHC043	850100520L	2008	4	Replace
L211	RTU	South East column	Trane	YHC043	850101013L	2008	4	Replace
M106	RTU	South East column	Trane	YHC043	850101021L	2008	4	Replace
M107	RTU	South East column	Trane	YHC033	850100937L	2008	3	Replace
M205	RTU	South East column	Trane	YHC063	850100951L	2008	5	Replace
M112	RTU	South East column	Trane	YHC033	850100472L	2008	3	Replace
M200	SS	South East column	Trane	2TTA3060A4000AA	8081LRW4F	2008	5	Replace
M113	RTU	South East column	Trane	YHC033	850100476L	2008	3	Replace
M208	RTU	South East column	Trane	YHC063	850100474L	2008	5	Replace
M109	RTU	South East column	Trane	YHC043	849100988L	2008	4	Replace
M108	RTU	South East column	Trane	YHC043	850100540L	2008	4	Replace
L215	RTU	South East column	Trane	YHC063	850100470L	2008	5	Replace
L119	RTU	South East column	Trane	YHC043	850101001L	2008	4	Replace
L214	RTU	South East column	Trane	YHC063	850100482L	2008	5	Replace
L220	RTU	South East column	Trane	4TCY4030A1000AA	84150BP9H	2008	2.5	Replace
L200	RTU	South East column	Trane	YHC063	850100498L	2008	5	Replace
M105	RTU	South East column	Trane	YHC043	850100532L	2008	4	Replace
M203	RTU	South East column	Trane	YHC063	850100959L	2008	5	Replace
M202	RTU	South East column	Trane	YHC043	850101005L	2008	4	Replace
M104	RTU	South East column	Trane	YHC033	850100929L	2008	3	Replace
L107	RTU	South East column	Trane	YHC043	850101017L	2008	4	Replace
L206	RTU	South East column	Trane	YHC063	850100490L	2008	5	Replace
L205	RTU	South East column	Trane	YHC043	850100512L	2008	4	Replace
L106	RTU	South East column	Trane	YHC033	850100484L	2008	3	Replace

Eqmt Tag	Eqmt Type	Location	Make	Model #	Serial #	Year	Tons	Scope of Work
L 105	RTU	South East column	Trane	YHC033	850100480L	2008	3	Replace
L204	RTU	South East column	Trane	YHC043	850100528L	2008	4	Replace
L203	RTU	South East column	Trane	YHC043	850100544L	2008	4	Replace
L104	RTU	South East column	Trane	YHC043	850101009L	2008	4	Replace
L124	RTU	South East column	Trane	YHC033	850100492L	2008	3	Replace
L108	RTU	South East column	Trane	4TCY4024A1000AA	7351XBD9H	2007	2	Replace
6022	RTU	South Center	Trane	YSC072A4RMA1	335101463L	2003	6	Replace
6028	RTU	South West column	Trane	TCC024F100BG	3371KMT2H	2003	2	Replace
2120	RTU	South West column	Trane	YCZ050F4H0AA	3333K172H	2003	4.25	Replace
2201	RTU	South West column	Trane	YCZ036F4M0AA	3325KJR1H	2003	3	Replace
2203	RTU	South West column	Trane	YCZ050F4H0AA	33420PD2H	2003	4.25	Replace
2118	RTU	South West column	Trane	YCZ050F4H0AA	3342SXN2H	2003	4.25	Replace
2116	RTU	South West column	Trane	YCZ060F4M0AA	3323NH32H	2003	5	Replace
2205	RTU	South West column	Trane	YCZ050F4H0AA	3363K9M2H	2003	4.25	Replace
2207	RTU	South West column	Trane	YCZ050F4H0AA	3323LE72H	2003	4.25	Replace
2115	RTU	South West column	Trane	YCZ050F4H0AA	33341WM2H	2003	4.25	Replace
2114	RTU	South West column	Trane	YCZ050F4H0AA	3343KG52H	2003	4.25	Replace
2209	RTU	South West column	Trane	YCZ050F4H0AA	3344NWL2H	2003	4.25	Replace
2210	RTU	South West column	Trane	YCZ050F4H0AA	33342SU2H	2003	4.25	Replace
2112	RTU	South West column	Trane	YCZ060F4M0AA	3313YGP2H	2003	5	Replace
2211	RTU	South West column	Trane	YCZ060F4M0AA	3102XN82H	2003	5	Replace
2110	RTU	South West column	Trane	YCZ050F4H0AA	33435EK2H	2003	4.25	Replace
A/C 6013	SS	South West column	Trane	2TTA0060A4000AA	3373LXC3F	2003	5	Replace
2109	RTU	South West column	Trane	YCZ050F4H0AA	3351S5E2H	2003	4.25	Replace
2212	RTU	South West column	Trane	YCZ050F4H0AA	3342JMW2H	2003	4.25	Replace
2111	RTU	South West column	Trane	YCZ050F4H0AA	3341JUW2H	2003	4.25	Replace
2208	RTU	South West column	Trane	YCZ060F4M0AA	3132J662H	2003	5	Replace
2113	RTU	South West column	Trane	YCZ036F4M0AA	3325KJR1H	2003	3	Replace
2204	RTU	South West column	Trane	YCZ060F4M0AA	33222342H	2003	5	Replace
2202	RTU	South West column	Trane	YCZ050F4H0AA	3344JPM2H	2003	4.25	Replace
2117	RTU	South West column	Trane	YCZ036F4M0AA	3325N271H	2003	3	Replace
2119	RTU	South West column	Trane	YCZ050F4H0AA	33351102H	2003	4.25	Replace
6020	RTU	South West column	Trane	TCC018F100BG	337414S2H	2003	1.5	Replace
2220	RTU	South West column	Trane	YCZ060F4M0AA	331471E2H	2003	5	Replace
2100	RTU	South West column	Trane	YSC092	335101395L	2003	7.5	Replace
2101	RTU	South West column	Trane	YSC072	335101393L	2003	6	Replace
2218	RTU	South West column	Trane	YCZ036F4M0AA	332316B1H	2003	3	Replace
2216	RTU	South West column	Trane	YCZ060F4M0AA	3123XRT2H	2003	5	Replace
2103	RTU	South West column	Trane	YCZ036F4M0AA	3325XTM1H	2003	3	Replace
2206	RTU	South West column	Trane	YCC030F1M0BH	3133J4Y1H	2003	2.5	Replace
2105	RTU	South West column	Trane	YCZ036F4M0AA	3306JLK1H	2003	3	Replace
2214	RTU	South West column	Trane	YCZ060F4M0AA	3324NR42H	2003	5	Replace

Eqmt Tag	Eqmt Type	Location	Make	Model #	Serial #	Year	Tons	Scope of Work
2107	RTU	South West column	Trane	YCZ050F4H0AA	3341YU72H	2003	4.25	Replace
2213	RTU	South West column	Trane	YCZ050F4H0AA	3342L6P2H	2003	4.25	Replace
2108	RTU	South West column	Trane	YCZ050F4H0AA	33452RJ2H	2003	4.25	Replace
A/C 6012	SS	South West column	Trane	2TTA0060A4000AA	3373L5B3F	2003	5	Replace
2106	RTU	South West column	Trane	YCZ060F4M0AA	3313D62H	2003	5	Replace
2215	RTU	South West column	Trane	YCZ060F4M0AA	3313JYU2H	2003	5	Replace
2104	RTU	South West column	Trane	YCC030F1M0BH	3133PW91H	2003	2.5	Replace
2217	RTU	South West column	Trane	YCZ050F4H0AA	33440DU2H	2003	4.25	Replace
2219	RTU	South West column	Trane	YCZ050F4H0AA	3332X722H	2003	4.25	Replace
2102	RTU	South West column	Trane	YCC030F1M0BH	3133NXC1H	2003	2.5	Replace
3101	RTU	South West column	Trane	YCZ050F4H0AA	3335X802H	2003	4.25	Replace
2221	RTU	South West column	Trane	YCZ050F4H0AA	33312DM2H	2003	4.25	Replace
2223	RTU	South West column	Trane	YCZ050F4H0AA	333228S2H	2003	4.25	Replace
3102	RTU	South West column	Trane	YCZ060F4M0AA	3331KC42H	2003	5	Replace
2225	RTU	South West column	Trane	YCZ060F4M0AA	3325NMW2H	2003	5	Replace
3109	RTU	South West column	Trane	YSC048	335101277L	2003	4	Replace
2229	RTU	South West column	Trane	YCC030F1M0BH	3133PX01H	2003	2.5	Replace
3100A	RTU	West	Trane	YCD150D4L0BA	336100351D	2003	12.5	Replace
3100B	RTU	West	Trane	YSC120A4RMA	335101376L	2003	10	Replace
4101C	RTU	North West	Trane	YCD180B4L0HA	336100330D	2003	15	Replace
4101D	RTU	North West	Trane	YCD180B4L0HA	336100353D	2003	15	Replace
4100E	RTU	North West	Trane	YCD240B4L0JA	336100390D	2003	20	Replace
4100F	RTU	North West	Trane	YCD240B4L0JA	336100383D	2003	20	Replace
5100B	RTU	North West	Trane	YCD240B4L0JA	336100340D	2003	20	Replace
5100A	RTU	North West	Trane	YCD240B4L0JA	336100362D	2003	20	Replace
5104	RTU	North West	Trane	TCC036F400BD	33733SB1H	2003	3	Replace
4100D	RTU	North West	Trane	YCD180B4L0HA	336100387D	2003	15	Replace
4100C	RTU	North West	Trane	YCD240B4L0JA	336100398D	2003	20	Replace
4100B	RTU	North West	Trane	YCD240B4L0JA	336100375D	2003	20	Replace
4100A	RTU	North West	Trane	YCD180B4L0HA	336100297D	2003	15	Replace
4101B	RTU	North West	Trane	YCD180B4L0HA	336100381D	2003	15	Replace
4101A	RTU	North West	Trane	YCD180B4L0HA	336100370D	2003	15	Replace
4122	RTU	North West	Trane	YSC060A4RMA	335101431L	2003	5	Replace
4124	RTU	North West	Trane	YSC048	335101394L	2003	4	Replace
4121	RTU	North West	Trane	YSC060	335101375L	2003	5	Replace
6127	RTU	North West	Trane	TCC024F100BG	33651C22H	2003	2	Replace
4113	RTU	North West	Trane	YSC060	335101441L	2003	5	Replace
4118	RTU	North West	Trane	YSC060	335101420L	2003	5	Replace
4114	RTU	North West	Trane	YSC048	335101446L	2003	4	Replace
4109	RTU	North West	Trane	YSC060	335101401L	2003	5	Replace
4107	RTU	North West	Trane	YCZ036F4M0AA	33252NY1H	2003	3	Replace
4108	RTU	North West	Trane	YSC092	335100141L	2003	7.5	Replace

Eqmt Tag	Eqmt Type	Location	Make	Model #	Serial #	Year	Tons	Scope of Work
J103	RTU	North West	Trane	YHC063	850100478L	2008	5	Replace
4115	RTU	North West	Trane	YSC072	335101453L	2003	6	Replace
4116	RTU	North West	Trane	YSC048	335101414L	2003	4	Replace
6136	RTU	North West	Trane	YSC048	335101426L	2003	4	Replace
4129	RTU	North West	Trane	YCZ050F4H0AA	3334N6N2H	2003	4.25	Replace
4128	RTU	North West	Trane	YSC060	335101449L	2003	5	Replace
H116A	RTU	North West	Trane	YHC092	850100697	2008	7.5	Replace
H116B	RTU	North West	Trane	YHC092	850100699L	2008	7.5	Replace
3120	RTU	North West	Trane	YSC092	335100268L	2003	7.5	Replace
3123	RTU	North West	Trane	YCZ050F4H0AA	3333NJX2H	2003	4.25	Replace
6099	RTU	North West	Trane	YCC024F1L0BH	3075R582H	2003	2	Replace
6066	RTU	North West	Trane	YCD150D4L0BA	336100323D	2003	12.5	Replace
3114	RTU	North West	Trane	YSC092	335100856L	2003	7.5	Replace
3112B	RTU	North West	Trane	YSC120	335101270L	2003	10	Replace
3112A	RTU	North West	Trane	YCD240B4L0JA	336100308D	2003	20	Replace
AC D124	SS	South East above FO	Mitsubishi	MUZ-D36NA	5000552T		3	DNR
AC D148	SS	South East above FO	Mitsubishi	MUZ-GL18NA	6005562T		1.5	DNR
D146	RTU	South East above FO	Lennox	LGH060H4EM4G	5617C11215	2017	5	DNR
D145	RTU	South East above FO	Lennox	LGH048H4ES4G	5617C10974	2017	4	DNR
5100C	RTU	East	Trane	GAC240A4ELA0	17302104JA	2017	20	DNR
BAND	RTU	East	Lennox	LGH240H4MS3G	5617C11862	2017	20	DNR
G139	RTU	East	Lennox	LGH036H4ES4G	5617C10969	2017	3	DNR
G142	RTU	East	Lennox	LGH036H4ES4G	5617C10966	2017	3	DNR
None	SS	South West column	Mitsubishi	MUY-GL24NA	Unknown		2	DNR
None	SS	South West column	Trane	4TCC4036A1000AB	174712310L	2017	3	DNR
N212	RTU	South West column	Lennox	LGH036H4ES4G	5617C10968	2017	3	DNR
N214	RTU	South West column	Lennox	LGH048H4ES4G	5617C10972	2017	4	DNR
N121	SS	South West column	Mitsubishi	MUY-D36NA	Unknown		3	DNR
N210	RTU	South West column	Lennox	LGH092H4MS3G	5617C11411	2017	7.5	DNR
N115	RTU	South West column	Lennox	LGH060H4EM4G	5617C11216	2017	5	DNR
N122	RTU	South West column	Lennox	LGH060H4EM4G	5617C11218	2017	5	DNR
N211	RTU	South West column	Lennox	LGH048H4ES4G	5617C10973	2017	4	DNR
N125	RTU	South West column	Lennox	LGH036H4ES4G	5617C10970	2017	3	DNR
N126	RTU	South West column	Lennox	LGH060H4EM4G	5617C11217	2017	5	DNR
N207	RTU	South West column	Lennox	LGH092H4MS3G	5617C11410	2017	7.5	DNR
N106	RTU	South West column	Lennox	LGH036H4ES4G	5617C10967	2017	3	DNR
AC N128	SS	South West column	Mitsubishi	MUY-GL24NA	Unknown		2	DNR
N103	RTU	South West column	Lennox	LGH120H4MM3G	5617C11413	2017	10	DNR
N202	RTU	South West column	Lennox	LGH092H4MS3G	5617C11412	2017	7.5	DNR
N215	RTU	South West column	Lennox	LGH060H4EM4G	5617C11220	2017	5	DNR
N100	RTU	South West column	Lennox	LGH060H4EM4G	5617C11219	2017	5	DNR
None	SS	West	Mitsubishi	MUZ-D36NA	Unknown		3	DNR



SIEMENS
Ingenuity for life

Eqmt Tag	Eqmt Type	Location	Make	Model #	Serial #	Year	Tons	Scope of Work
AC E103 H	SS	North West	Mitsubishi	MUY-GL24NA	Unknown		2	DNR
STOR	RTU	North West	Lennox	LGH048H4ES4G	5617C10975	2017	4	DNR
CAFÉ	RTU	North West	Lennox	LGH180H4MS3G	5617C11730	2017	15	DNR
CAFÉ B	RTU	North West	Lennox	LGH180H4MS3G	5617C11729	2017	15	DNR

Table Abbreviations:

DNR = Do Not Replace

RTU = Rooftop Unit

SS = Split System

FO = Front Office

Board Agenda Item

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

Board Mtg. Date 05-20-2019	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	STIPENDS				
Presenter or Contact Person:	Cleota Epps, Assistant Superintendent Human Resource and Student Services				
Policy/Code:	DEAA (LEGAL), DEAA (LOCAL), DEA, as appropriate				
Summary:	Addition of stipends for: Facility Coordinator - \$5000 Middle School Athletic Liaison - \$2200				
Financial Implications:	Included in the 2019/2020 budget.				
Attachments:					
Recommendation:	The Administration recommends approval of the two stipends, as submitted.				
Motion:	I move the Board approve the two stipends as submitted.				

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 05-20-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	RECEIVE CURRICULUM AUDIT FINAL REPORT				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for School Improvement and Accountability				
Policy/Code:	N/A				
Summary:	During fall 2018, LEISD underwent a curriculum audit by Curriculum Management Solutions, Inc (CMSI) in cooperation with Texas Association of School Administrators (TASA). The district received the final report from CMSI.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	The Administration recommends the receipt of the Curriculum Audit Final Report from CMSI.				
Motion:	I move the Board receive the Curriculum Audit Final Report from CMSI.				

Board Agenda Item

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

Board Mtg. Date 05/20/2019	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	APPLICATION FOR MODIFIED SCHEDULED STATE ASSESSEMENT TESTING DAYS WAIVER				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for School Improvement and Accountability				
Policy/Code:	N/A				
Summary:	This waiver allows the district or charter school to modify the schedule of classes for students who are not being tested to report to school after the state assessment testing period has ended thereby eliminating interruptions during testing period.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:					
Recommendation:	The Administration recommends approval of the Application for Modified Schedule State Assessment Testing Days Waiver as submitted.				
Motion:	I move the Board approve the Application for Modified Schedule State Assessment Testing Days Waiver as submitted.				

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 05/20/2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	APPLICATION FOR STAFF DEVELOPMENT MINUTES WAIVER				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for School Improvement and Accountability				
Policy/Code:	TEC 25.081				
Summary:	<p>Pursuant to Texas Education Code (TEC) §25.081 this waiver allows the district or charter school to train staff on various educational strategies designed to improve student performance in lieu of a maximum of:</p> <ul style="list-style-type: none">• 2,100 minutes of student instruction for districts and charter schools that provide operational and instructional minutes; or• 5 days of student instruction for charter schools that provide 180 days of operation				
Financial Implications:	There is no financial impact to the budget.				
Attachments:					
Recommendation:	The Administration recommends approval of the Application for Staff Development Minutes Waiver as submitted.				
Motion:	I move the Board approve the Application for Staff Development Minutes Waiver as submitted.				

Board Agenda Item

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

Board Mtg. Date 05/20/2019	Reports of the Superintendent <input type="checkbox"/>	Action Item <input type="checkbox"/>	Consent Agenda <input checked="" type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	APPLICATION FOR TEXAS ASSESSMENT MANAGEMENT SYSTEM WAIVER				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for School Improvement and Accountability				
Policy/Code:	TEC 32.258				
Summary:	Pursuant to §32.258 this waiver allows school districts and charter schools to apply for a waiver of participation in the teacher portal component of the Texas Assessment Management System. A waiver is granted if a district can provide assurance that the local teacher data portal meets the statutory requirements outlined in TEC 32.258.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:					
Recommendation:	The Administration recommends approval of the Application for Teacher Data Portal of the Texas Assessment Management System Waiver as submitted.				
Motion:	I move the Board approve the Application for Teacher Data Portal of the Texas Assessment Management System Waiver as submitted.				

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
Board Mtg. Date 05-20-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	RENEWING ESC REGION 11 INTERLOCAL AGREEMENT RESOLUTION FOR BENEFITS COOPERATIVE				
Presenter or Contact Person:	Grant Anderson, Associate Superintendent and Chief Financial Officer				
Policy/Code:	N/A				
Summary:	Renew existing Interlocal Agreement Resolution with Education Service Center Region 11 Benefits Cooperative				
Financial Implications:	Without renewal the District would be ineligible for the non-medical benefits offered to employees through the Cooperative.				
Attachments:	2019-2020 Interlocal Agreement Benefits Cooperative				
Recommendation:	The Administration recommends approval of the Resolution Interlocal Agreement with Region 11 Benefits Cooperative as submitted.				
Motion:	I move that the Board approve the Resolution Interlocal Agreement with Region 11 Benefits Cooperative as submitted.				

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

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

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

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

1. The purposes of the ESC Region 11 BC are governmental functions or services that each party to this agreement is authorized to perform individually;
2. Any obligation to pay any fees will come from current revenues available to the Participant;
3. Such fees fairly compensate the parties performing the functions and services under the agreement;
4. This agreement incorporates the Operational Procedures developed by the Board of Record as it currently exists or may be hereafter amended by action of the Board of Record;
5. Participant delegates to the Board of Record authority to modify the Operational Procedures as the Board of Record deems in the best interests of the ESC Region 11 BC;
6. Participant delegates to the Board of Record all purchasing functions related to the purposes of this interlocal agreement to the maximum extent permitted by law;
7. Participant shall comply with the Operational Procedures as established, modified, and/or approved by the Board of Record;
8. The ESC Region 11 BC shall comply with the purchasing requirements for the purchase of personal property and services as required by Chapter 44 of the Education Code and Chapter 791 of the Local Government Code;
9. The term of this agreement shall be one year, from September 1, 2019, to August 31, 2020; and
10. Participant or the ESC Region 11 BC may terminate Participant’s participation in the ESC Region 11 BC for any reason by giving written notice to the ESC Region 11 BC Board of Record sixty (60) calendar days before the anniversary date of this agreement.

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

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

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

BY:

Signature of School Board or Charter
School Board President

Typed Name of School Board or Charter
School Board President

Signature of School Board or Charter
School Board Secretary

Typed Name of School Board or Charter
School Board Secretary

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

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

Name of Agency: _____

Address: _____

Name of Contact Person: _____

Phone Number: _____

Signature of ESC Region 11 BC Board
President

Wes Eversole
Typed Name of ESC Region 11 BC Board
President

Signature of ESC Region 11 BC Board
Secretary

Tiffany Green
Typed Name of ESC Region 11 BC Board
Secretary

Signature of ESC Region 11 Executive
Director

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

Date Approved by ESC Region 11 BC

Board Agenda Item

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

	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 05-20-2019					
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
May 2019**

Donations Less than \$2,500

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Communications & Marketing		Walmart Crossroads	Campus school supplies - notebooks, art paper, folders, binders, and scissors	04/04/19		1,000.00	1,000.00
Curriculum	499	Mu Mu of Delta Kappa Gamma	Curriculum needs	04/08/19	500.00		500.00
Lakeview Elementary		Frisco Lakes Outreach Group	Miscellaneous children's books	04/12/19		227.00	227.00
Taylor Epps Scholarship Fund	818	Taylor & Cleota Epps	Student scholarship for fine arts	04/18/19	500.00		500.00
					1,000.00	1,227.00	2,227.00

Donations \$2,500 and Greater

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Oak Point Elementary	461	CoServ	Junior balance stools for classroom and maker spaces	03/27/19	3,199.50		3,199.50
Communications & Marketing		Walmart Crossroads	Campus school supplies - pencil boxes, lunch boxes, notebooks, folders, pens, pencils, and binders	04/02/19		5,113.00	5,113.00
					3,199.50	5,113.00	8,312.50

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-20-2019	<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				
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 May 20, 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

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-20-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REQUEST FOR PROPOSAL # 17-06-021-2 DEPOSITORY SERVICES				
Presenter or Contact Person:	Grant Anderson				
Policy/Code:	CRB (LEGAL)				
Summary:	In accordance with the Texas Education Code (TEC), Chapter 45, Subchapter G, School District Depositories, the Board of Trustees selected a depository through soliciting proposals for depository services. A contract was awarded for a term of two years (September 1, 2017-August 31, 2019). This is to extend the term of the contract for a term of two years, beginning September 1, 2019-August 31, 2021.				
Financial Implications:	N/A				
Attachments:	Extension of Depository Contract				
Recommendation:	The Administration recommends approval of the extension of the depository services contract with Capital One.				
Motion:	I move that the Board approve the extension of the depository services contract dated May 20, 2019 as submitted.				

**Board Resolution Extending Depository Contract for Funds
Of Independent School Districts Under Texas Education Code,
Chapter 45, Subchapter G, School District Depositories**

Resolved by the _____ that:

Board of Trustees

located at _____

(Name of Depository Bank)

(Name of County)

County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code, and _____ (CDN: _____) agree to extend this depository

(Name of District)

contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from _____, through _____. Under Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The extension constitutes the parties' _____ two-year term.

(first, second, third)

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of _____

Name of District

this the _____ day of _____.

Signature of President of School Board

AGREED AND ACCEPTED on behalf of Depository this the 17 day of May, 2019.

Capital One N.A.

Typed Name of Depository

[Signature]

Signature of Authorized Bank Officer

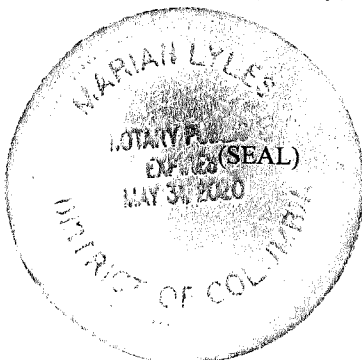
Vice President

Title of Authorized Bank Officer

Acknowledgement

Acknowledged before me in Washington, DC County, Texas, on May 17, 2019, by

Kevin R. Grothouse, bank officer of the Depository named in the preceding document, for the Depository.



[Signature]
Signature of Notary

Notary Public in and for Washington, DC
County, Texas

Washington, DC

Capital One

Little Elm Independent School District – 2019 Contract Renewal – Pricing additions – 5/17/2019

New Pricing Elements:

- Armored Carrier Transportation – Pass through based upon contract pricing with vendor
- Cash Vault: Coin Deposited bag - \$3.00 per bag
- Cash Vault: Image Cash Letter Items Processed - \$0.12 per item

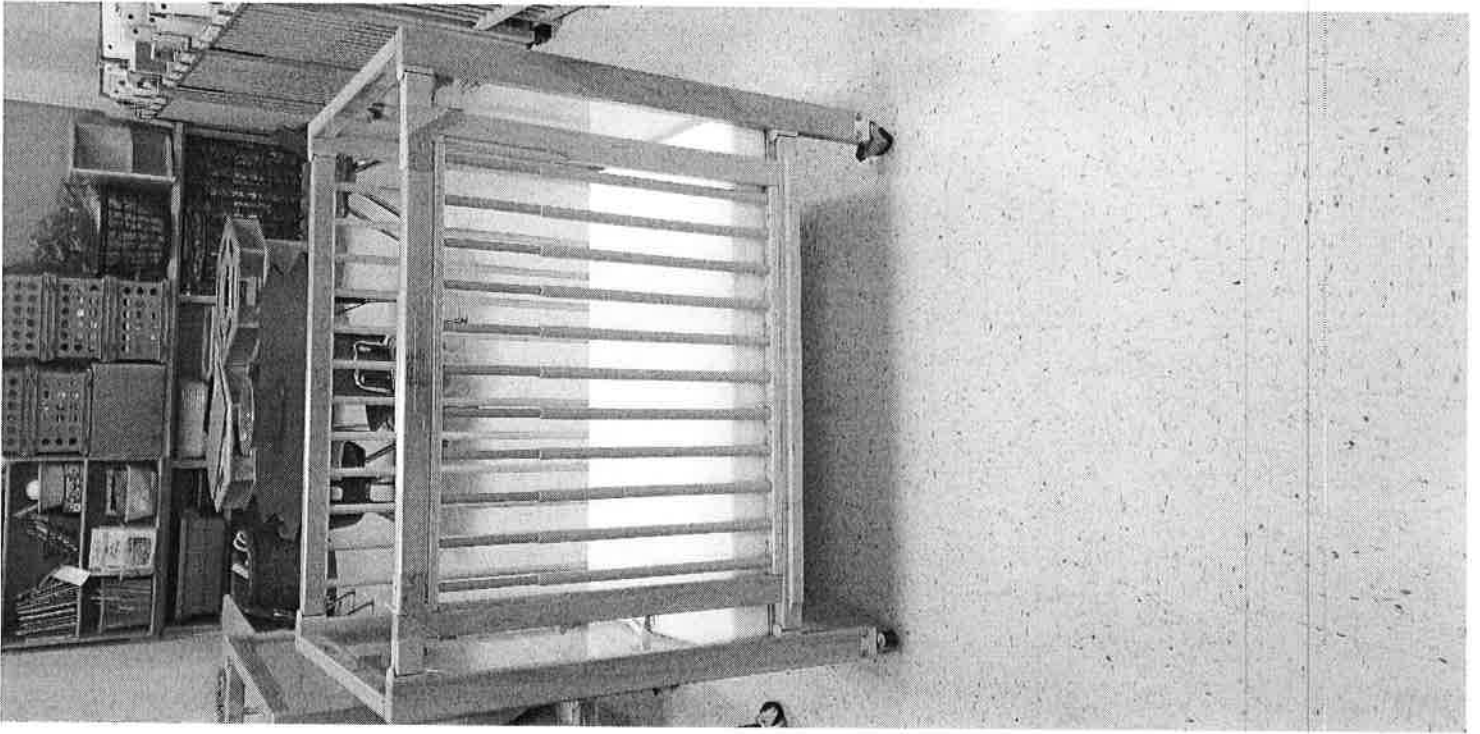
Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
5-20-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	DECLARING FACILITY FURNITURE , EQUIPMENT & MATERIALS SURPLUS AND AUTHORIZING FOR DISPOSAL				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services Lisa Hooten, Director of LEISD Childcare				
Policy/Code:	CI (LOCAL), CI (LEGAL)				
Summary:	Numerous components of LEISD Childcare Program equipment, room furnishings and materials deemed as surplus due to the consolidation of facilities to one facility site at Zellars.				
Financial Implications:	N/A				
Attachments:	Childcare Program Surplus List & Images				
Recommendation:	The Administration recommends that the identified items be declared surplus and authorize them for fair market sales to Collinsville ISD, a district opening a childcare program in the Fall of 2019 or through an online auction.				
Motion:	I move that the Board declare surplus the identified items and authorize them for fair market sales to Collinsville ISD, a district opening a child care program in the Fall of 2019 or through an online auction.				

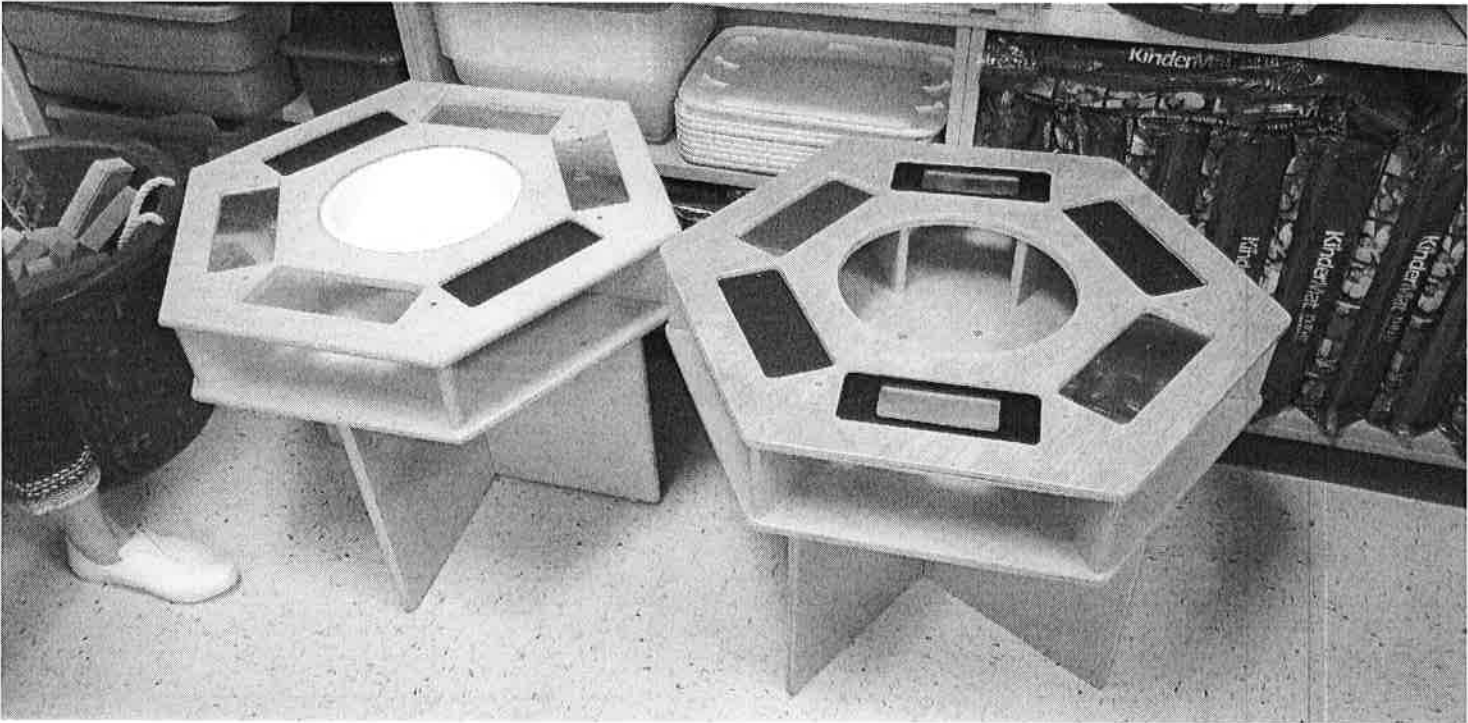
LEISD CCP Equipment/Room Furnishings/Manipulatives

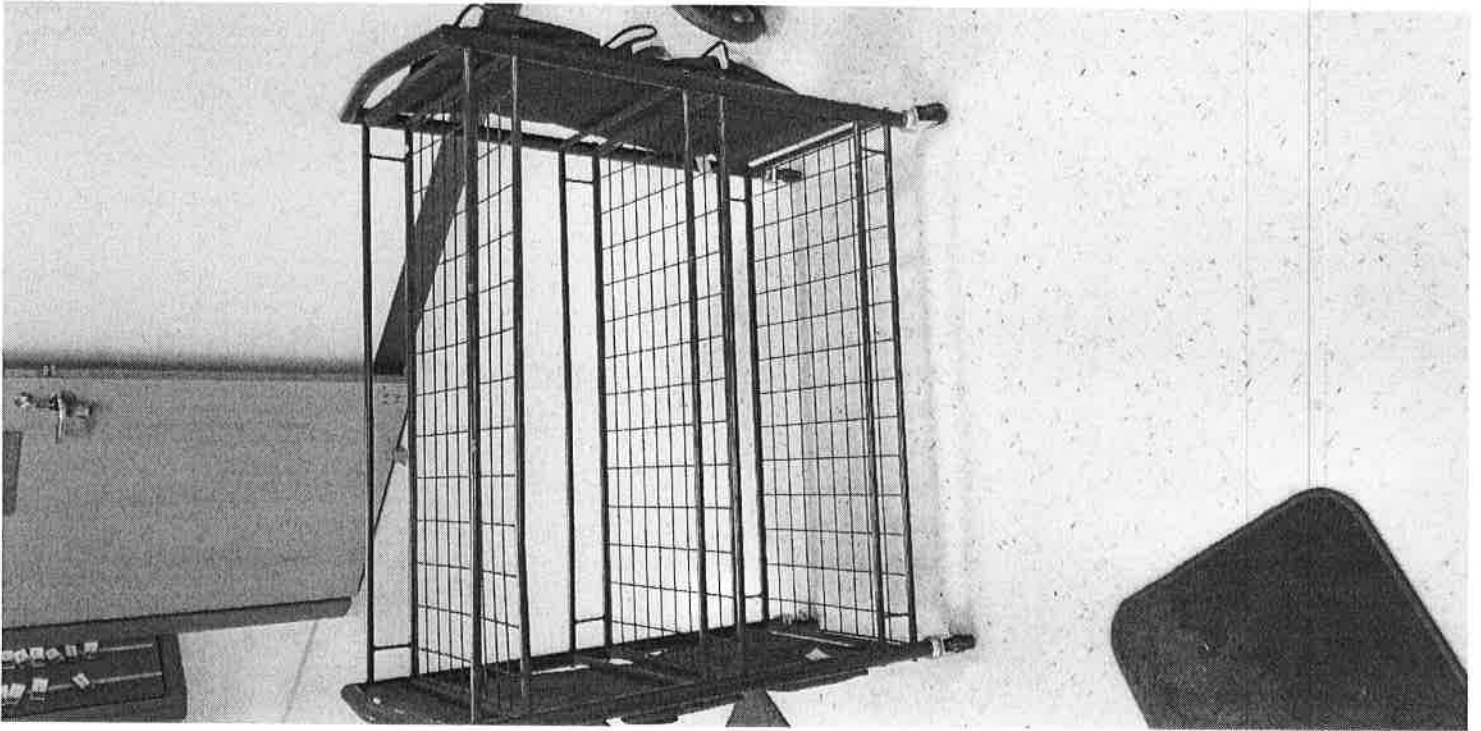
Furniture/ Equipment	Quantity	Catalog/\$\$	Selling \$\$	
Community Playthings Dropside Cribs	4	\$630.00x4= \$2,520.00	\$450.00x4= \$1,800.00	
Community Playthings Evacuation Crib	1	\$500.00	\$300.00	
Community Playthings "We Do It" Bench	1	\$90.00	\$65.00	
Community Playthings Rocking Boat	1	\$335.00	\$175.00	
Community Playthings Tub of Unit Blocks	10 sets Unit Blocks 2 sets Half Units + 4 1 set Unit Doubles + 1 2 sets Unit Triangles 1 set Small Triangles 1 Set Unit Pillars + 1 3 sets Half Roman Arches + 1 1 set Large Cylinders + 2 3 Quarter Circles 2 Quarter Circle Arches	\$13.00 x 10 = \$130.00 \$13.00 x 2 + \$6.40 = \$32.40 \$18.00 + \$9.00 = \$27.00 \$14.00 x 2 = \$28.00 \$17.00 \$14.00 + \$1.75 = \$15.75 \$37.00 + \$9.25 = \$46.25 \$32.00 + \$16.00 = \$48.00 \$15.75 \$21.50 total \$381.65	\$200.00	
Corner Folding Cabinet Shelf	1	-	\$75.00	
Science Table/Octagonal	2	-	\$40.00	
Lakeshore Blue Metal Storage Unit	1	\$249.00	\$100.00	
Lakeshore 7 1/2" Red Chairs	16	\$31.99x16= \$511.84	\$15.00x16= \$240.00	
Virco 10"/Series 9000/PreSchool Chairs	11/blueberry	-	\$10.00x11= \$110.00	
Virco 10"/Series 9000/PreSchool Chairs	13/wine	-	\$10.00x13= \$130.00	
Contoured Changing Pad	1	\$89.95	\$49.00	
Infant Exersaucer	1	-	\$15.00	
Green Bolsters/great fro infant room	2	-	\$20.00	
Crib Full of Manipulatives: - rainforest puzzle/matching zoo animals/farm animals/bag of small zoo animals (2)/large and small dinosaurs/bristle blocks/geometric foam shapes/3 cars/farm puzzle pieces/farm animal stencils (2 packs)/farm animals for block center (2 bags)/pocket chart word cards/unifix cubes/learning links/foam squares/wood math patterns/learning link cards/animal connecting pieces/large & small letter magnets/plastic cube letters & lacers/concept puzzle sets/marble run/pastel waffle builders/Lakeshore primary waffle builders (3)/large duplo blocks/letter links (new set)/tactile letter cards (2)/I discover concept card deck (2)/Lakeshore I Can Build simple words/Duplo Lower Case Letter Blocks (new)	1 total 38 items/sets	-	\$300.00	
		TOTAL	\$3,619.00	

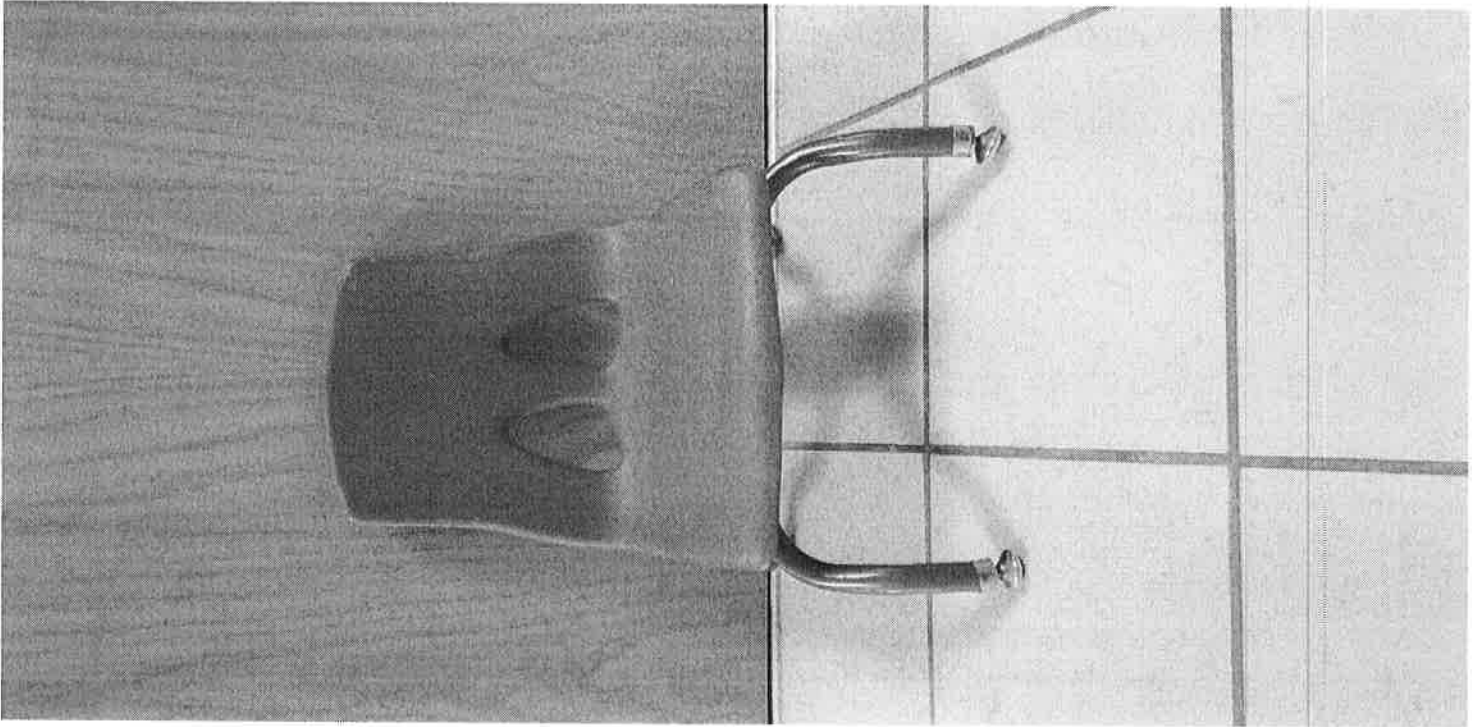


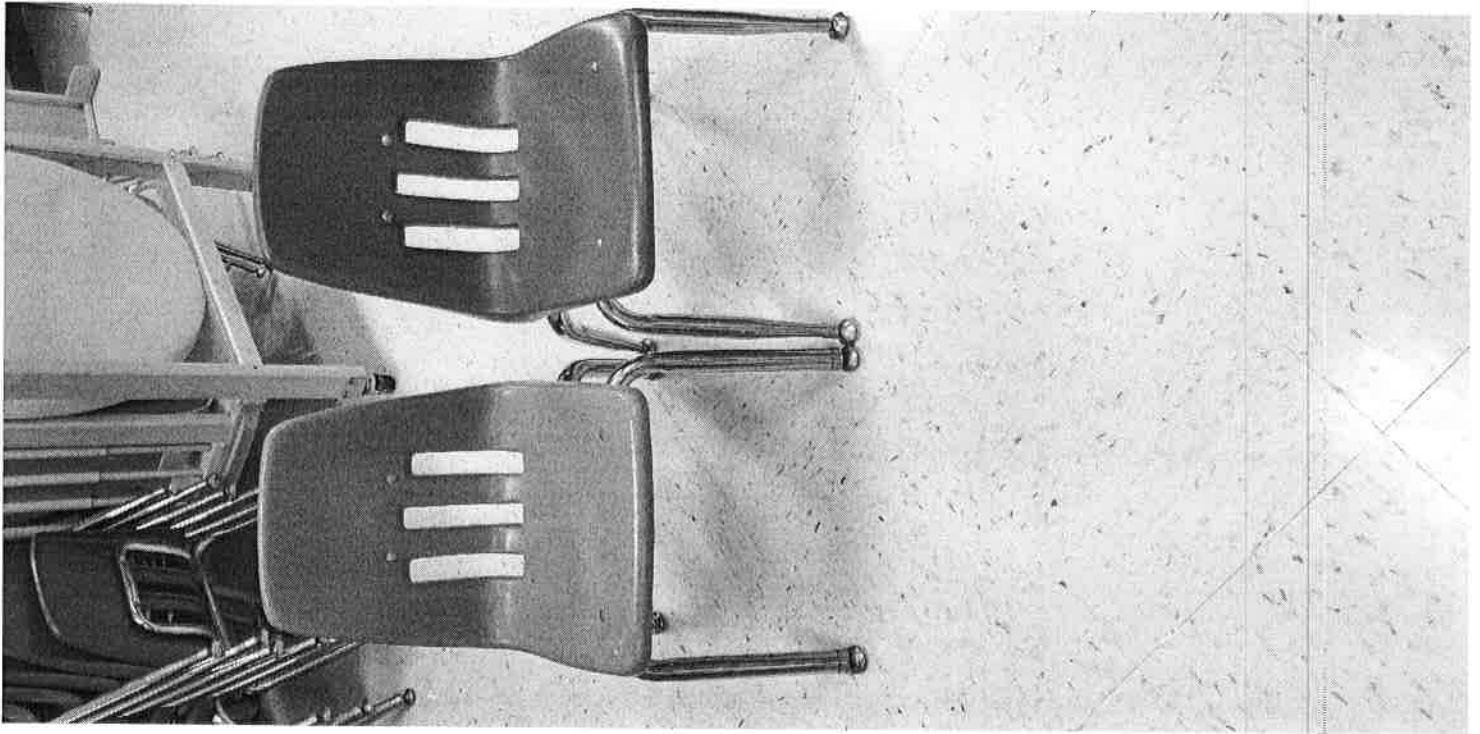


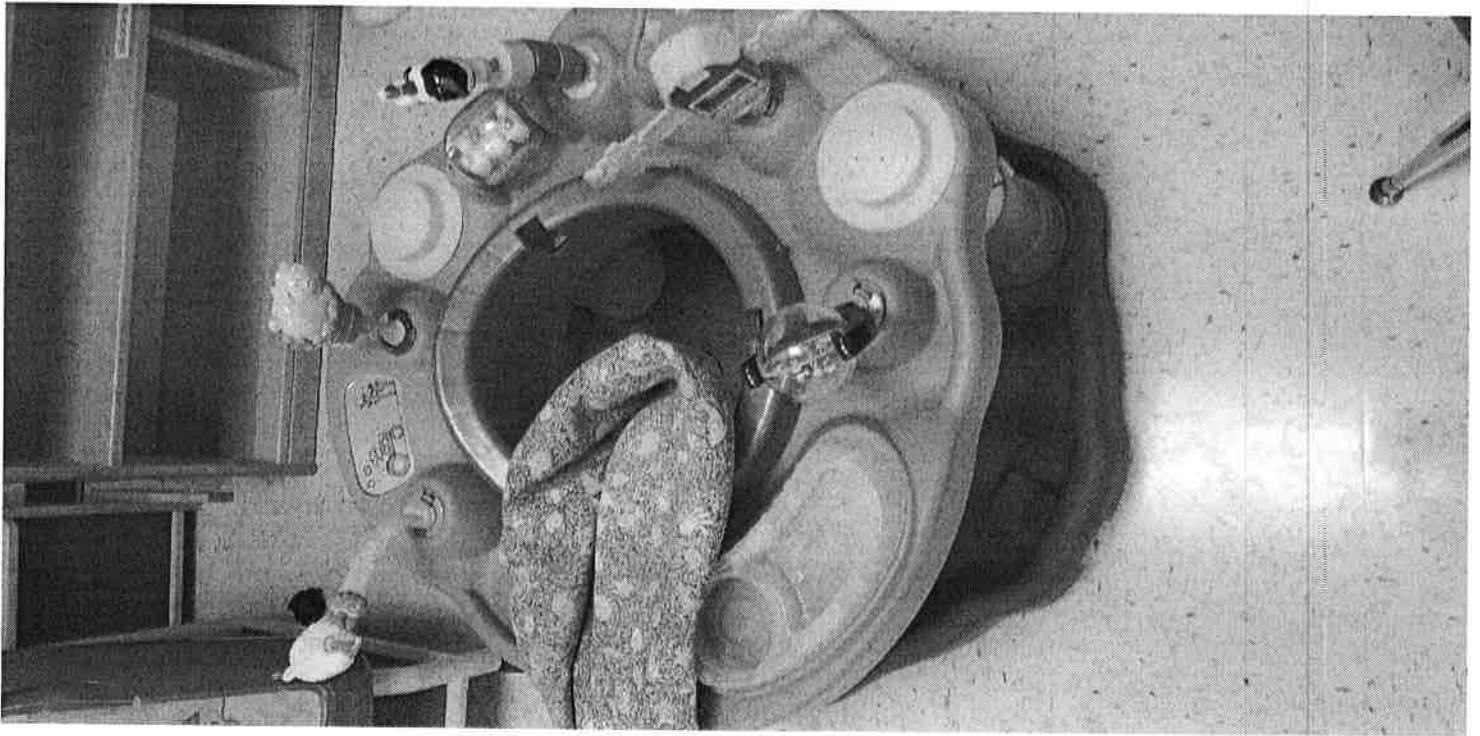


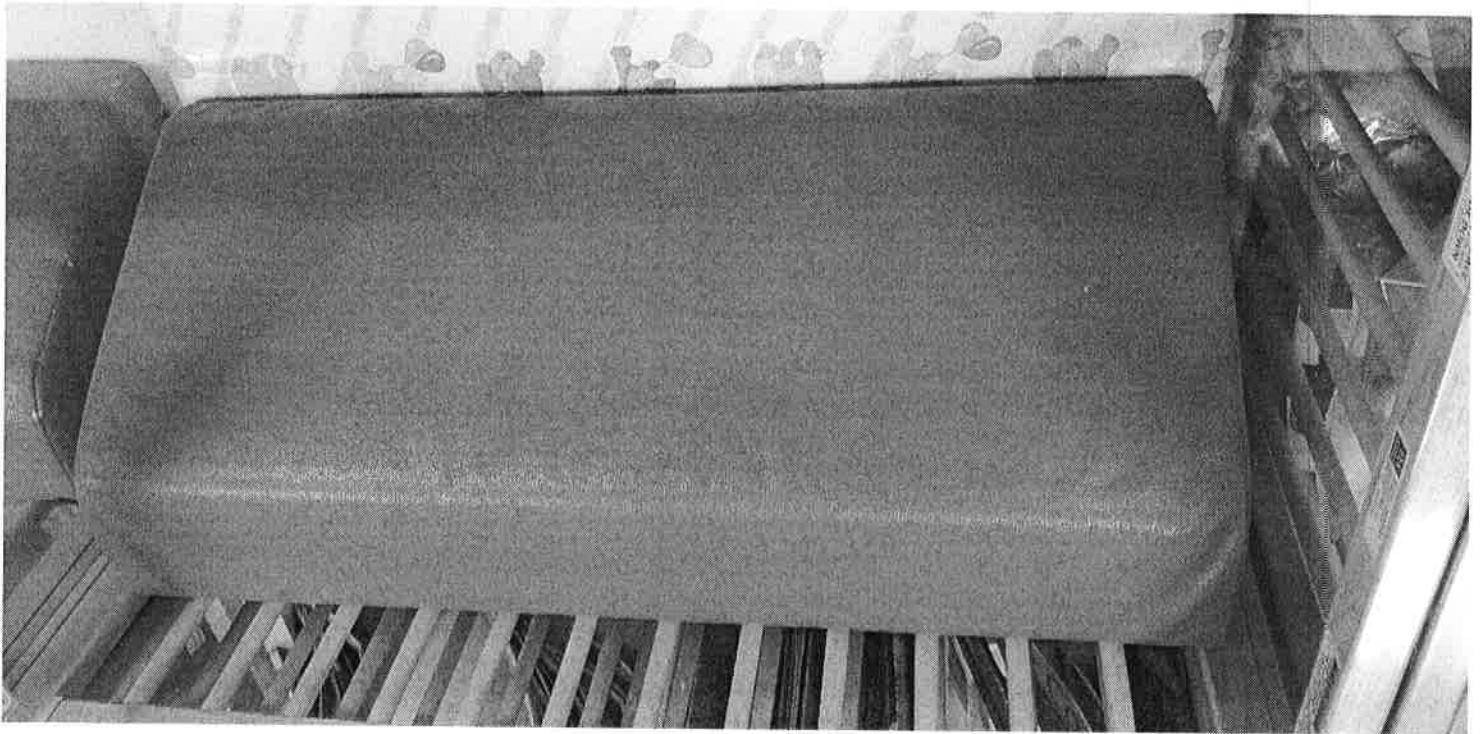


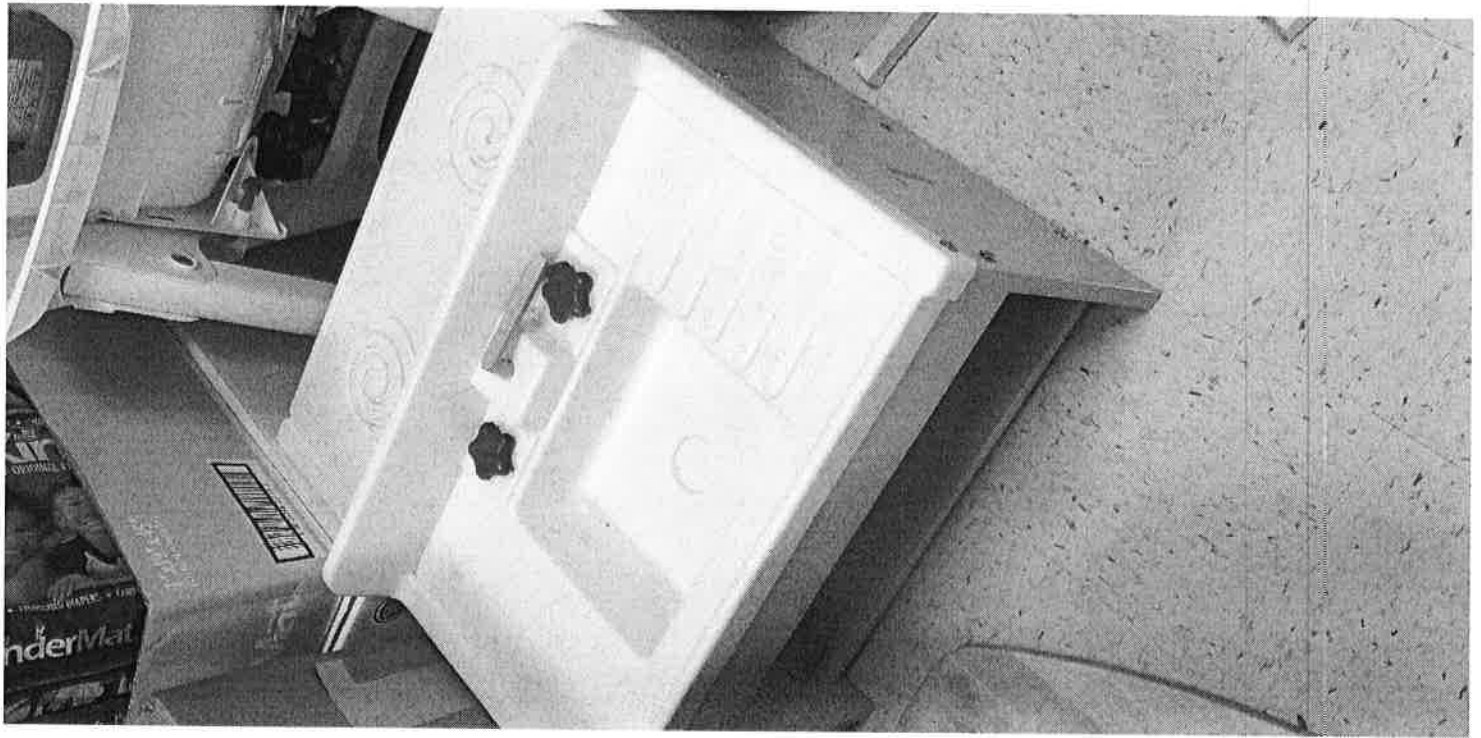












Board Agenda Item

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
05-20-2019	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REQUEST FOR QUALIFICATIONS #2019-001-2 PROFESSIONAL SERVICES FOR CONSTRUCTION CONSULTANTS				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operation Services				
Policy/Code:	CV (LEGAL)				
Summary:	Presenting the Professional Services for Construction Consultants results/recommendations.				
Financial Implications:	N/A				
Attachments:	Professional Services for Construction RFQ Timeline and recommended list of vendors.				
Recommendation:	The Administration recommends approval of the vendors for Professional Services for Construction Consultants as submitted.				
Motion:	I move that the Board approve the list of Professional Services for Construction Consultants dated May 20, 2019 as submitted.				

RFQ #2019-001-2**Professional Services for Construction Consultants**Timeline

Send Bid Ad to Denton Record	March 26, 2019
First Bid Ad to run on	March 29, 2019
Second bid Ad to run on	April 05, 2019
Receive & Open Proposals	April 25, 2019 @2 PM
Tabulated Evaluations	May 02, 2019
RFQ #2019-001-2 Awarded Vendors	May 20, 2019

Company Name

EMA Engineering & Consulting

Fast Signs

Farnsworth Group, Inc.

Engineered Air Balance Co., Inc.

DBR Engineering Consultants, Inc.

Foodservice Design Professionals (FDP)

Hidell Associates Architects, Inc.