



Little Elm ISD

Regular Meeting

Monday, August 22, 2016 6:30 PM

Agenda of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD will be held August 22, 2016, 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. Citizen Input
6. Approval of Minutes
 - A. Discuss and approve Regular Meeting Minutes for 7-25-2016 6
Presenter: Sonia F. Badillo
7. Superintendent Spotlight
 - A. Tribute STEM Foundation 11
Presenter: Cyndy Mika
 - B. Media Partners Recognition 12
Presenter: Pat Robbins
8. Reports of the Superintendent
 - A. 2016-2017 First Day of School Summary 13
Presenter: Ross Roberts
 - B. First Day of School Attendance 14
Presenter: Cyndy Mika
 - C. Advanced Placement Student Recognition 15
Presenter: Cyndy Mika
 - D. 2nd Quarter 2016 Growth Report
Presenter: Rod Reeves
9. The Board will recess into Closed Meeting in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.074. The Board and Superintendent will discuss:
 - A. Personnel - 551.074

10. Action Items

A. Discuss and approve the Board Policy DNA (LOCAL) - Update Presenter: Ross Roberts	16
B. Discuss and approve the TASB's Legal Update 105 Presenter: Ross Roberts	18
C. Discuss and approve the Waiver for HB 2610 Presenter: Ross Roberts	27
D. Discuss and approve the School Priority Month Resolution Presenter: Pat Robins	28
E. Discuss and approve the Adoption of Budget for 2016-17 Presenter: Grant Anderson	30
F. Discuss and approve the Adoption of Tax Rate for 2016-17 Presenter: Grant Anderson	32
G. Discuss and approve the Little Elm ISD Expenditures over \$50,000 Summary Report Presenter: Grant Anderson	34
H. Discuss and approve the Little Elm ISD Contract Summary Report Presenter: Grant Anderson	37
I. Discuss and approve the Little Elm ISD Interlocal Summary Report Presenter: Grant Anderson	39
J. Discuss and approve the Financial Reports Presenter: Grant Anderson	72
K. Discuss and approve the Donation of Easement at Prestwick School Site Presenter: Rod Reeves	95

11. Consent Agenda

A. Discuss and approve the Texas A&M Agrilife Extension Adjunct Faculty Resolution Presenter: Cyndy Mika	96
B. Discuss and approve the Off Campus PE Site Approval Presenter: Cyndy Mika	103
C. Discuss and approve the 2016-2017 Student Code of Conduct Presenter: Ross Roberts	105
D. Discuss and approve Memorandum of Understanding between DCJJAEP and LEISD Presenter: Ross Roberts	151
E. Discuss and approve the Partnership Agreement between Communities in Schools of North Texas and LEISD Presenter: Ross Roberts	161
F. Discuss and approve the T-TESS Appraisers Presenter: Cleota Epps	168
G. Discuss and approve Gifts and Donations Presenter: Grant Anderson	171
H. Discuss and approve Final Budget Amendment Presenter: Grant Anderson	173

12. Board President Comments

Presenter: Melissa Myers

A. Discuss updating Board Operating Procedures

B. Set meeting for Superintendent Evaluation

13. Board Comments

14. Superintendent Comments

15. Adjournment

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

Texas Government Code Section:

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

Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting.

Should any final action, final decision, or final vote be required in the opinion of the School Board with regard to any matter considered in such closed or executive session, then the final action, final decision, or final vote shall be either:

- (a) in the open meeting covered by the Notice upon the reconvening of the public meeting, or
- (b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

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 Badillo

Board Agenda Item

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

Board Mtg. Date 8-22-2016	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	REGULAR BOARD MEETING MINUTES - 7-25-2016				
Presenter or Contact Person:	Sonia F. Badillo, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Board Meeting Minutes for July 25, 2016.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Regular Board Meeting Minutes for July 25, 2016.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for July 25, 2016.				

Minutes of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD was held Monday, July 25, 2016, 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 Alejandro Flores, Trustee Jason Olson, Trustee LeAnna Harding, Trustee DeLeon English, Trustee Dan Blackwood and Superintendent Lowell Strike.

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 7:44 pm.
2. Pledge of Allegiance
The Board led those present to the Pledges of the United States Flag and the Texas Flag.
3. Invocation
Trustee DeLeon English offered the invocation.
4. Introduction and Roll Call
Ms. Sonia F. Badillo took the roll call.
5. Citizen Input
There was no citizen input
6. Approval of Minutes
 - A. Discuss and approve Regular Meeting Minutes for 6-21-2016
Board Secretary Alejandro Flores made the first motion to approve the Regular Meeting Minutes for June 21, 2016. Trustee DeLeon English seconded the motion. The motion passed (7-0).
7. Superintendent Spotlight
 - A. Retirees Recognition
Ms. Cleota Epps introduced to the Board Ms. Cynthia Bird and Mr. Bill Vandiver whom are retiring from Little Elm ISD.
 - B. Introduction of New Administrators
Dr. Lowell H. Strike introduced to the Board and those present Mr. Doug Sevier and Mr. Daniel Gallagher. Mr. Sevier is the new Principal at Cesar Chavez Elementary and Mr. Daniel Gallagher is the Assistant Superintendent for Elementary Services
 - C. Recognition to LeAnna Harding
Dr. Lowell H. Strike thanked Trustee LeAnna Harding for her service as Board President for the school year 2015-2016.

8. Reports of the Superintendent
 - A. The Tribute STEM Foundation
This item has been postponed.
9. The Board recessed into Closed Meeting at 7:55 pm in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.074. The Board and Superintendent discussed:
 - A. Personnel - 551.074
The Board reconvened at 8:45 pm.
10. Action Items
 - A. Discuss and approve FTE (4) Professional
Ms. Cleota Epps presented to the Board 4 FTEs. These FTEs are 4 Elementary teaching positions.
Trustee LeAnna Harding made the first motion to approve FTE (4) Professional. Board Secretary Alejandro Flores seconded the motion. The motion passed (7-0).
 - B. Discuss and approve Joint Website - Interlocal Cooperation Agreement between Town of Little Elm, Texas and Little Elm Independent School District
Ms. Pat Robbins shared with the Board the Joint Website - Interlocal Cooperation Agreement between Town of Little Elm, Texas and Little Elm Independent School District.
Trustee DeLeon English made the first motion to approve the Joint Website - Interlocal Cooperation Agreement between Town of Little Elm, Texas and Little Elm Independent School District as submitted. Trustee LeAnna Harding seconded the motion. The motion passed (7-0).
 - C. Discuss and approve the Financial Reports
Mr. Grant Anderson shared with the Board the monthly Financial Reports. Board Vice President David Montemayor made the first motion to approve the Financial Reports as submitted. Trustee Jason Olson seconded the motion. The motion passed (7-0).
 - D. Discuss and approve the Education Service Center Region 11 Service Contracts
Mr. Grant Anderson shared with the Board the Education Service Center Region 11 Service Contracts. Trustee LeAnna Harding made the first motion to discuss and approve the Education Service Center Region 11 Service Contracts as submitted. Board Secretary Alejandro Flores seconded the motion. Mr. Anderson informed the Board of a change on the submitted attachment. Bright Bytes Clarity is not part of the summary report.
Board President asked for a motion to amend and approve the document as presented. Trustee LeAnna Harding made the first motion. Trustee Jason Olson seconded the motion. The motion passed (7-0).
 - E. Discuss and approve the Interlocal Cooperation Agreement for Tax Collection
Mr. Grant Anderson briefed the Board about the Interlocal Cooperation Agreement for Tax Collection. LEISD currently uses the Denton County Tax Assessor / Collector, Denton County Tax Office, to collect the District's taxes. In order to continue this practice, we need to update our Interlocal agreement.
Board Secretary Alejandro Flores made the first motion to approve the Interlocal

Cooperation Agreement for Tax Collection as submitted. Board Vice President David Montemayor seconded the motion. The motion passed (7-0).

F. Discuss and approve the Act on Agreement for Purchase of Attendance Credits (Netting Chapter 42 Funding)

Presenter: Grant Anderson presented the Board the Act on Agreement for Purchase of Attendance Credits (Netting Chapter 42 Funding). Provision of Chapter 41 of the Texas Education Code limits the wealth per student in average daily attendance to \$514,000 on the compressed tax rate of \$319,500 on the local enrichment tax above six cents.

Trustee Jason Olson made the first motion to approve the Act on Agreement for Purchase of Attendance Credits (Netting Chapter 42 Funding) as submitted. Board Vice President David Montemayor seconded the motion. The motion passed (7-0).

G. Discuss and approve Setting Date, Time and Place for Public Meeting on Budget and Proposed Tax Rate

Mr. Grant Anderson briefed the Board about the approval of Setting Date, Time and Place for Public Meeting on Budget and Proposed Tax Rate. School Districts have a special notice for the public meeting on their proposed tax rate. the notice entitled "Notice of Public meeting to Discuss Budget and Proposed Tax Rate: is required to be published in the newspaper 10 to 30 days before the public meeting date. The Board approved for the public hearing to be held on August 22, 201 at 6:00 pm.

Trustee LeAnna Harding made the first motion to approve the Setting Date, Time and Place for Public Meeting on Budget and Proposed Tax Rate as presented.

Trustee Jason Olson seconded the motion. The motion passed (7-0).

H. Discuss and approve the Donation of Easement at Prestwick

This item was pulled from the Agenda.

I. Discuss and approve Amendment No. 3 to Goldstar Transit, Inc. Contract 2016-17 School Year

Mr. Rod Reeves briefed the Board about the Amendment No. 3 to Goldstar Transit, Inc. Contract 2016-17 School Year. Little Elm ISD outsources transportation services with Goldstar Transit, Inc. Administration is requesting a third amendment to the contract to allow a mandatory 2% increase in accordance with Section 15f of the Agreement. Administration is also requesting two additional growth routes - one regular and one special needs transportation.

Trustee Dan Blackwood made the first motion to approve the Amendment No.3 to Goldstar Transit, Inc. Contract 2016-17 School Year as submitted. Trustee LeAnna Harding seconded the motion. The motion passed (7-0).

J. Discuss and approve the Donation of Easement at Hackberry Elementary School

Mr. Rod Reeves briefed the Board about the Donation of Easement at Hackberry Elementary School. The Developer DR Horton is requesting an utility easement for a development (Rivendale Pointe) adjacent to Hackberry Elementary School.

Trustee LeAnna Harding made the first motion to approve the Donation of Easement at Hackberry Elementary School as submitted. Board Secretary Alejandro Flores seconded the motion. The motion passed (7-0).

11. Consent Agenda

A. Discuss and approve Gifts and Donations

Board Secretary Alejandro Flores made the first motion to approve the Gifts and Donations as submitted. Trustee Dan Blackwood seconded the motion. The motion passed (7-0).

12. Board President Comments

Board President Melissa Myers commented about the following:

- Meetings coming up
- Planning a retreat please bring your calendars at next meeting
- Meeting for Superintendent Evaluation (September)
- Convocation
- Back to school bash
- Grounds around the campuses are wonderful

13. Board Comments

- Trustee DeLeon English thanked the retirees for their dedication
- Trustee DeLeon English commented about having meeting at different schools
- Trustee Dan Blackwood would like to see a community committee
- Trustee Dan Blackwood shared that band practices have started
- Board Secretary Alejandro Flores would like to see a stakeholder meeting
- Board Secretary Alejandro Flores spoke about Back to School Bash
- Board Vice President David Montemayor welcomed everybody back
- Trustee LeAnna Harding thanked Dr. Strike for her recognition
- Trustee LeAnna Harding welcomed the new administrators
- Trustee Jason Olson would like to review the Board Operating Procedures
- Trustee Dan Blackwood would like to see the BOP and have it available

14. Superintendent Comments

Dr. Lowell H. Strike commented about the following:

- Flat Lobo over the world
- Lots of summer work going on
- Administrative Retreat starts tomorrow thru Thursday
- New teachers start 8/01 (lunch at 11:30 at LMS)
- Tax Rate Meeting
- Finance Meetings

15. Adjournment

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

The meeting adjourned at 9:43 pm.

Board Agenda Item

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

	Reports of the Superintendent	Business Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 08-22-2016	☒	☐	☐	☐	☐
Subject:	TRIBUTE STEM FOUNDATION				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	N/A				
Summary:	The Tribute STEM Foundation, a newly formed non-profit organization, focuses on educators and the next generation by providing support and funding where needed. In May, the foundation gave a grant of \$2,500 to the Little Elm ISD for five exemplary teachers who have shown a passion for STEM learning in our schools. The teachers honored: Kelly Spradley at Brent Elementary, Michael Horvath at Lakeside Middle School, Lea Bausher at Little Elm High School, Nicholas Rodriguez and Valentin Cardenas at Prestwick STEM Academy.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	No recommendation is necessary.				
Motion:	No motion is necessary.				

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date
08-22-2016

**Reports of the
Superintendent**



**Action
Item**



**Consent
Agenda**



**Reports,
Routine
Monthly**



Other



Subject:

MEDIA PARTNERS RECOGNITION

**Presenter or
Contact Person:**

Pat Robbins, Director for Communication Services and
Community Relations

Policy/Code:

N/A

Summary:

Cecelia Jones will present a Media Honor Roll Certificate from
TASB to Lorelei Day from Star Local Media

**Financial
Implications:**

There is no financial impact to the budget.

Attachments:

N/A

Recommendation:

**Item is for informational purposes only. No recommendation
is necessary.**

Motion:

N/A

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 8-22-2016	☒	☐	☐	☐	☐
Subject:	2016-2017 FIRST DAY OF SCHOOL SUMMARY				
Presenter or Contact Person:	Ross Roberts, Assistant Superintendent for Student and Administrative Services				
Policy/Code:	BJA (LOCAL)				
Summary:	This report is a summary of our first day of school in LEISD. Mr. Gallagher will give a summary of the elementary highlights, as well as, Mr. Roberts summarizing the secondary highlights from the first day of school.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No motion is necessary.				

Board Agenda Item

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

Board Mtg. Date 08-22-2016	Reports of the Superintendent ☒	Business Item ☐	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	FIRST DAY OF SCHOOL ATTENDANCE REPORT				
Presenter or Contact Person:	Dr. Cyndy Mika, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	N/A				
Summary:	August 22, 2016 is the first day of school. An attendance report will be provided.				
Financial Implications:	There is no financial implication.				
Attachments:	N/A				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No recommendation is necessary.				

Board Agenda Item

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

Board Mtg. Date 08-22-2016	Reports of the Superintendent ☒	Business Item ☐	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	ADVANCED PLACEMENT STUDENT RECOGNITION				
Presenter or Contact Person:	Dr. Cyndy Mika, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	N/A				
Summary:	Students who scored a 4 or 5 on the AP test in Spring 2015 will receive scholarship money. Students who earned the distinction of AP Scholar will receive a certificate. This year students will receive \$51,500 in scholarships. Last year LEISD gave \$20,500.				
Financial Implications:	\$51,500				
Attachments:	N/A				
Recommendation:	Item is for informational purposes only. No recommendation is necessary.				
Motion:	Item is for informational purposes only. No recommendation is necessary.				

Board Agenda Item

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

Board Mtg. Date 8-22-2016	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	BOARD POLICY DNA (LOCAL) - UPDATE				
Presenter or Contact Person:	Ross Roberts, Assistant Superintendent for Student and Administrative Services				
Policy/Code:	DNA (LOCAL)				
Summary:	The teacher evaluation system will move from PDAS (Professional Development and Appraisal System) to T-TESS (Texas Teacher Evaluation and Support System). As a result, our appraisal and evaluation policy DNA (LOCAL) needs to be adjusted to reflect the change.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	DNA (LOCAL) - Draft				
Recommendation:	The Administration recommends the Board approve DNA (LOCAL) as submitted.				
Motion:	I move the Board approve DNA (Local) as submitted.				

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LOCAL)

~~PDAS~~-T-TESS

The formal appraisal of District teachers shall be in accordance with the ~~Professional Development and Appraisal System (PDAS)~~-Texas Teacher Evaluation and Support System.

GENERAL
REQUIREMENTS

~~District teachers shall be appraised annually.~~ Components of the appraisal process, such as classroom observations and walk-throughs, shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance.

The District shall establish an appraisal calendar each year.

FORMAL
ANNOUNCED
OBSERVATION

~~The formal observation for a teacher's appraisal shall be scheduled within a two-week window.~~ Teachers will receive notification of an announced observation a minimum of 7 days prior to the observation.

ALTERNATE
APPRAISERS

The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board.

SECOND
APPRAISAL

Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers.

~~The formal observation for a second appraisal shall be scheduled within a two-week window.~~ Advance notice is not required for the second appraisal observation.

SCORES

The Board shall ensure that the Superintendent or designee establishes procedures regarding how domain scores from first and second appraisals will be used.

GRIEVANCES

Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 8-22-2016	☐	☒	☐	☐	☐
Subject:	TASB'S LEGAL UPDATE 105				
Presenter or Contact Person:	Ross Roberts, Assistant Superintendent for Student and Administrative Services				
Policy/Code:	BF (LOCAL)				
Summary:	TASB's Update 105 encompasses changes within local policies. Local policies included in Update 105 addresses topics including the ESSA (Every Student Succeeds Act) act, the presence of the United States of America and Texas flags during pledges, and Tuberculosis screening. Update 105 includes local policy recommendations to address recommendations to clarify the structure of the policy manual.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Vantage Points-A Board Member's Guide to Update 105				
Recommendation:	The Administration recommends approval of Update 105 and all localized policies associate with this legal update.				
Motion:	I move the Board approve Update 105 and all localized policies associated with this legal update.				

Vantage Points

A Board Member's Guide to Update 105

Please note: *Vantage Points* is an executive summary, prepared specifically for board members, of the TASB Localized Update 105 policy changes. The short descriptions generally appear in the same order as the codes in the policy manual and focus attention on key issues to assist local officials in understanding changes found in the policies. **The description of policy changes in *Vantage Points* is highly summarized and should not substitute for careful attention to the more detailed, district-specific Explanatory Notes and the policies within the localized update packet.**

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

We welcome your comments or suggestions for improving *Vantage Points*. Please write to us at TASB Policy Service, P.O. Box 400, Austin, TX 78767-0400, e-mail us at policy.service@tasb.org, or call us at 800-580-7529 or 512-467-0222.

For more information about Policy Service, visit our website at <http://policy.tasb.org>.

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Update 105 includes revisions throughout the policy manual based on the passage of the Every Student Succeeds Act (ESSA), signed into law December 10, 2015. ESSA replaces the previous version of the law—the No Child Left Behind Act (NCLBA)—and reauthorizes the Elementary and Secondary Education Act (ESEA). Recent amendments to the Texas Administrative Code are also addressed throughout this update.

**Accountability
and
Accreditation**

ESSA made sweeping changes regarding federal accountability. To reflect those changes, as well as Texas’s transition to the accountability requirements outlined by House Bill 2804, revisions have been made to legally referenced policies addressing accountability at AIA, AIB, AIC, and AID.

As a result of Administrative Code rule revisions, AIC(LEGAL) has also been amended to address procedures for when a board of managers transitions back to the elected board.

**District
Governance**

**Superintendent
Nonrenewal**

BJCF(LOCAL) POLICY RECOMMENDATION

This local policy addressing nonrenewal of the superintendent is recommended for revision to make the list of reasons for nonrenewal parallel, where appropriate, to the reasons for term contract nonrenewal at DFBB(LOCAL).

Changes to the list of protected characteristics are to better align with those in legal precedent regarding freedom from discrimination, harassment, and retaliation.

**Parent
and Family
Engagement**

BQ(LOCAL) POLICY RECOMMENDATION

Revisions at BQ(LOCAL) are to reflect Title I terminology updated by ESSA, which now refers to a “parent and family engagement policy” rather than the former “parent involvement policy” required as part of district and campus improvement plans. Corresponding legal provisions have been added at EHBD(LEGAL).

**District
Operations
Purchasing**

New Administrative Code rules from the Texas Ethics Commission have been added to CH(LEGAL), addressing the Disclosure of Interested Parties form a district must obtain from a business entity if the contract with the entity requires board action or has a value of at least \$1 million.

Integrated Pest Management

CLB(LOCAL) POLICY RECOMMENDATION

Recently amended Texas Department of Agriculture rules prompted recommended revisions to this local policy addressing the district's integrated pest management program. The revised rules have been incorporated at CLB(LEGAL).

Flag Displays

CLE(LOCAL) POLICY RECOMMENDATION

For most districts, this is a new policy recommended for inclusion in the manual to reflect the board's obligation beginning with the 2016–17 school year to ensure that the U.S. and Texas flags are displayed when pledges of allegiance are recited by students in classrooms. The statutory detail has been added at CLE(LEGAL).

Records Management

CPC(LOCAL) POLICY RECOMMENDATION

The Texas State Library and Archives Commission (TSLAC) requires a district to submit its records management policy, including the designation of the records management officer. TASB Policy Service consulted with TSLAC to provide appropriate policy recommendations to meet this obligation. CPC(LEGAL) was also substantially revised to incorporate existing statutory detail for clarification.

Cybersecurity

Information about the Cybersecurity Information Sharing Act, effective December 2015, has been added at CQ(LEGAL) (Technology Resources) and GBA(LEGAL) (Access to Public Information).

Website Postings

CQA(LEGAL) has been updated to include several existing website posting requirements from the Administrative Code.

Personnel Issues

Teacher Certification Standards

At DBA(LEGAL), addressing employee credentials and records, the federal requirement for teachers and paraprofessionals to be "highly qualified" was repealed with the passage of ESSA and replaced with a new federal requirement for teachers to meet state licensure and certification standards. Revisions have also been made at DK(LEGAL) (Assignments and Schedules) and DPB(LEGAL) (Substitute, Temporary, and Part-Time Positions) to remove references to "highly qualified," as prompted by ESSA.

DBA(LOCAL) POLICY RECOMMENDATION

Corresponding changes are recommended to this local policy to remove text regarding parent notification requirements when a teacher is not “highly qualified.”

**Tuberculosis
Testing**

DBB(LOCAL) POLICY RECOMMENDATION

For districts with text at DBB(LOCAL) requiring evidence of tuberculosis testing prior to employment with the district, that text is recommended for deletion. In general, evidence of tuberculosis testing is no longer required by the Texas Department of State Health Services.

**Termination of
Employment**

DFBB(LOCAL) POLICY RECOMMENDATION

The repeal of federal “highly qualified” requirements also prompted recommended changes to this local policy on term contract nonrenewal to replace a reference to the term “highly qualified” with a reference to state certification and licensure standards. Other changes are recommended for consistency and compliance with current state law.

DFFA, DFFB, AND DFFC(LOCAL) POLICY RECOMMENDATIONS

These reduction-in-force policies are similarly recommended for revision to reflect the repeal in federal law of the “highly qualified” requirement. Note that not all districts have DFFC(LOCAL), which addresses educators on continuing contracts.

**Staff
Development**

In accordance with new Administrative Code rules, suicide prevention training requirements for staff have been incorporated at DMA(LEGAL). All new employees must receive training during new employee orientation, and all existing employees must be trained by September 30, 2016.

Administrative Code rules addressing adolescent literacy academies have also been incorporated at DMA(LEGAL).

Teacher and Campus Administrator Appraisals	Administrative Code rules regarding teacher appraisal and campus administrator appraisal, effective July 1, 2016, have been added to DNA(LEGAL) and DNB(LEGAL). The state-recommended systems are the Texas Teacher Evaluation and Support System (T-TESS) and the Texas Principal Evaluation and Support System (T-PESS). Local policies will be updated in response to a TASB Policy Service survey sent to the district's policy contact.
Curriculum and Instruction	The State Board of Education (SBOE) recently revised its rules to require that students complete at least one fine arts course while enrolled in grades 6–8. EHAB(LEGAL) has been revised to address the requirements when grade 6 classes are on an elementary campus. EHAC(LEGAL) has been amended to reflect the course requirement and that a district must provide students in these grades the opportunity to take fine arts courses in at least three of the four fine arts disciplines.
Fine Arts Instruction	
Special Education	Recently revised commissioner of education rules prompted revisions to legally referenced policies on special education at EHBA, EHBAB, EHBAC, EHBAD, and EHBAE. Changes at EHBAB(LEGAL) and EHBAE(LEGAL) require a district to provide copies of a student's individualized education plan (IEP) and certain notices to parents in the parent's native language.
Title I — Comparability of Services	<i>EHBD(LOCAL) POLICY RECOMMENDATION</i> For districts that did not previously have a local policy addressing Title I comparability of services, this policy is recommended for inclusion in the manual for compliance purposes. For districts that already had this policy, revisions are recommended to reflect the comparability of services requirement in federal law.
Prekindergarten	New Administrative Code rules regarding the high-quality prekindergarten grant program have been incorporated at EHBG(LEGAL) and address eligibility for funding and requirements for applying and receiving funding for the program.
Dual Credit	EHDD(LEGAL) has been revised to reflect Administrative Code rules adopted by the Texas Higher Education Coordinating Board regarding a student's eligibility to enroll in a dual credit course.
Graduation	New commissioner rules addressing the individual graduation committee (IGC) process have been incorporated at EIF(LEGAL). An IGC must convene on or before June 10 and must make a decision to award a diploma by August 31 for a student to be considered a graduate for that school year.

Student Issues

Homeless Students

Legally referenced policies at FB (Equal Educational Opportunity), FD (Admissions), FDC (Homeless Students), and FFC (Student Support Services) have been revised to incorporate ESSA changes to the McKinney-Vento Homeless Assistance Act.

FDC(LOCAL) POLICY RECOMMENDATION

Recommended revisions to this local policy regarding students who are homeless are prompted by changes from ESSA to the McKinney-Vento Homeless Assistance Act and as a result of ongoing dialogue and communication with TEA regarding the dispute resolution process for students who are homeless.

Gun-Free Schools Act

Legally referenced policies regarding student discipline at FNCG and FOD have been revised to include existing provisions from the federal Gun-Free Schools Act (GFSA), including the definition of “school” and exceptions from the GFSA. A state provision was added to FOC to clarify that educational services must be provided to a student younger than six years of age who has been expelled under provisions of GFSA.

Additional Changes from ESSA

In addition to the policies mentioned above, ESSA also prompted revisions to the following legally referenced policies:

- At CNA(LEGAL), new provisions require procedures to be developed by December 10, 2016, between a district and the Department of Family and Protective Services regarding transportation solutions for students in foster care. Former requirements for districts to transport students to higher performing schools have been deleted.
- Changes at EEB(LEGAL) reflect the revised definition of “migratory child” and related definitions as these terms relate to class size waivers.
- EHBE(LEGAL) (Bilingual Education/ESL) has been revised to update the term now used in federal law for “English learners.”
- FDB(LEGAL) and FDE(LEGAL) have been updated to address intra-district transfer rights under the new federal law.
- At FL(LEGAL), revisions clarify that the living situation of a homeless student is considered a student education record and that an opt-in

procedure may not be used for parental consent to the release of student information to military recruiters and institutions of higher education. FNA(LEGAL) (Student Expression) and FNCF(LEGAL) (Alcohol and Drug Use) have been revised to remove now-outdated No Child Left Behind provisions regarding federal funds.

***More
Information***

For more detailed information on these and other policy changes, refer to the policy-by-policy Explanatory Notes—customized for each district’s policies—and the policies themselves, found in your district’s localized update packet.

Board Agenda Item

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

	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Board Mtg. Date 8-22-2016					
Subject:	WAIVER FOR HB 2610				
Presenter or Contact Person:	Daniel Gallagher, Assistant Superintendent for Elementary Services				
Policy/Code:	EC (LEGAL)				
Summary:	House Bill 2610 requires school districts to provide 75,600 minutes of instruction per school year. This waiver will allow our Pre-K and DAEP programs to reflect their actual instructional minutes.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	No attachment.				
Recommendation:	The Administration recommends the Board approve the waiver as submitted.				
Motion:	I move the Board approve the 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 08-22-2016	☐	☒	☐	☐	☐
Subject:	SCHOOL PRIORITY MONTH RECOGNITION				
Presenter or Contact Person:	Pat Robbins, Director for Communication Services and Community Relations				
Policy/Code:	N/A				
Summary:	Public reading of the resolution announcing LEISD's participation in the inaugural 'School Priority Month', October of 2016. (Will occur biannually the October before Texas Legislature goes into session the following January.) Every school campus in Texas is encouraged to invite elected officials from every level of government to visit and experience firsthand the great work taking place in our local public schools.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	School Priority Month Resolution				
Recommendation:	The Administration recommends that we participate in the inaugural 'School Priority Month' during October 2016.				
Motion:	I move the Board approve LEISD's participation in the inaugural 'School Priority Month' during October 2016				

School Priority Month Resolution

Acknowledgement of Engagement

Whereas the system of Texas Public Education is founded on the principle of necessity for a prosperous society and for individual opportunity; and

Whereas the success of our local public schools is dependent on the axiom of community engagement and a shared responsibility; and

Whereas the collective efforts by parents, educators, and the community foster the opportunities for student success; and

Whereas these accomplishments represent the fabric of local education, therefore;

Be it resolved that as a biennial event, the Little Elm Independent School District hereby acknowledges the value of engagement by inviting into our local schools a representation of elected officials from all levels of government during the month of October, 2016; and

Be it resolved that this engagement period known as 'School Priority Month' provides a pathway for honor, respect, and communication between our elected officials and our local public schools; and

Be it resolved that beneficial experiences are shaped as our public officials observe and interact with students and educators alike; and

Be it resolved that these engagements create new partnerships with our public officials and foster long-term meaningful relationships for the benefit of our future – our children.

We hereby adopt this **School Priority Month Resolution** as an acknowledgement of engagement on this 22nd day in the month of August, during the year of 2016 by the Little Elm Independent School District Board of Trustees.

_____, Presiding Officer
Melissa Myers

_____, Secretary
Alex Flores

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
Board Mtg. Date 08-22-2016	☐	☒	☐	☐	☐
Subject:	ADOPTION OF BUDGET FOR 2016-17				
Presenter or Contact Person:	Grant Anderson, Assistant Superintendent of Finance and Operations				
Policy/Code:	Board Legal Status Powers and Duties – BAA (Local) Annual Operating Budget – CE (Local)				
Summary:	Discuss and Approve the 2016-2017 Budget Adoption				
Financial Implications:	The adoption of the proposed budget supports the education initiatives of Little Elm ISD				
Attachments:	2016-2017 Proposed Budget				
Recommendation:	The Administration recommends approval of the proposed Budget for Fiscal Year 2016-2017				
Motion:	I move that the Board approve the proposed Budget for Fiscal Year 2016-2017				

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
2016-17 Fiscal Year
Combined Funds
2016-17 Board Proposed Budget

		General Fund	Student Nutrition Fund	Debt Service Fund	Combined Total
Estimated Revenue					
5700	Local Revenue	36,246,174	1,411,500	11,495,272	49,152,946
5800	State Revenue	24,159,105	19,000	0	24,178,105
5900	Federal Revenue	1,250,000	2,067,677	0	3,317,677
Total Revenue		<u>61,655,279</u>	<u>3,498,177</u>	<u>11,495,272</u>	<u>76,648,728</u>
Appropriations					
11	Instructional	35,957,335			35,957,335
12	Instructional Resources & Media Services	656,534			656,534
13	Curriculum & Instructional Staff Development	1,098,750			1,098,750
21	Instructional Leadership	1,231,317			1,231,317
23	School Leadership	4,190,966			4,190,966
31	Guidance, Counseling, & Evaluation Services	1,744,670			1,744,670
32	Social Work Services	31,000			31,000
33	Health Services	537,190			537,190
34	Student (Pupil) Transportation	1,759,449			1,759,449
35	Food Services	91,524	3,498,177		3,589,701
36	Cocurricular/Extracurricular Activities	1,680,284			1,680,284
41	General Administration	2,881,746			2,881,746
51	Plant Maintenance & Operations	6,307,699			6,307,699
52	Security and Monitoring Services	690,832			690,832
53	Data Processing Services	1,229,307			1,229,307
61	Community Services	39,290			39,290
71	Debt Services	1,204,886		12,089,693	13,294,579
81	Facilities	0			0
95	Payments to JJAEP	36,000			36,000
99	CAD Appraisal Fees	286,500			286,500
Total Appropriations		<u>61,655,279</u>	<u>3,498,177</u>	<u>12,089,693</u>	<u>77,243,149</u>
Net Surplus/(Deficit)		<u>0</u>	<u>0</u>	<u>-594,421</u>	<u>-594,421</u>

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-22-2016	☐	☒	☐	☐	☐
Subject:	ADOPTION OF TAX RATE FOR 2016-17				
Presenter or Contact Person:	Grant Anderson, Assistant Superintendent of Finance and Operations				
Policy/Code:	CE (Legal) Education Code 44.002				
Summary:	Discuss and Approve the 2016-2017 Tax Rate				
Financial Implications:	The adoption of the tax rate generates revenue to support the education initiatives of Little Elm ISD				
Attachments:	None				
Recommendation:	The Administration recommends approval of the following proposed Tax Rate for 2016-17: • Maintenance and Operations: \$1.17 per \$100 of taxable assessed property values • Interest and Sinking: \$.37 per \$100 of taxable assessed property values				
Motion:	I move that the Board approve the proposed tax rate for Fiscal Year 2016-2017 as follows: • Maintenance and Operations: \$1.17 per \$100 of taxable assessed property values • Interest and Sinking: \$.37 per \$100 of taxable assessed property values • Total tax rate of \$1.54 per \$100 of taxable assessed property values				

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-22-2016	☐	☒	☐	☐	☐
Subject:	LITTLE ELM ISD EXPENDITURES OVER \$50,000 SUMMARY REPORT				
Presenter or Contact Person:	Grant Anderson, Assistant Superintendent of Finance and Operations				
Policy/Code:	CH (LOCAL) Purchasing And Acquisition				
Summary:	Allows LEISD to purchase products or services from other governmental entities 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 August 22, 2016				



Price Quote for Services

Little Elm ISD

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
480-423-0118

Date 4/25/2016
Quote # 18244
Vendor #

Payment Schedule	Pricing Expires	Contract Start	Contract End
	9/1/2016	9/1/2016	8/31/2017

Header	Quantity	Description	Per Unit	Amount
	2	Two Site Licenses with Access to 80 Courses, SAT, ACT, and STAAR EOC.	32,000.00	64,000.00
Total				\$64,000.00

Thank you for your continued partnership!

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at <http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf>, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement.

If this Quote includes any Sophia® Learning Inc. courses for purchase, the following language applies to any such purchase (and this language is also found in the above linked Terms and Conditions): "Use of any Sophia course is prohibited for all students under the age of 13 years."

Customer

Signature

Print Name

Title

Date

Edgenuity Inc. Representative
Jonathan Guerra
214-701-5463
jonathan.guerra@edgenuity.com

Not valid unless accompanied by a purchase order.

Please specify a shipping address if applicable.

Please e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.

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

Board Meeting Date: August 22, 2016

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Renewal	Description	Administrator
1	Edgenuity	Curriculum & Learning	Renewal	\$64,000	\$64,000	\$0	9/1/2016	8/31/2017	Annual	Online course work for Aims Goals & DAEP for high school and night school	Cyndy Mika

Board Agenda Item

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

	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Discussion Item ☐
Board Mtg. Date 08-22-2016					
Subject:	LITTLE ELM ISD CONTRACT SUMMARY REPORT				
Presenter or Contact Person:	Grant Anderson, Assistant Superintendent of Finance and Operations				
Policy/Code:	CRB (LEGAL)				
Summary:	Allows LEISD to purchase products or services from the list of attached contract(s) which have been properly awarded through statutorily authorized methods.				
Financial Implications:	N/A				
Attachments:	Little Elm ISD Contract Summary Report for Approval				
Recommendation:	The Administration recommends approval of the Little Elm ISD Contract Summary Report as submitted				
Motion:	I move that the Board approve the Little Elm ISD Contract Summary Report dated August 22, 2016				

Little Elm ISD Contract Summary Report for Approval

Board Meeting Date: August 22, 2016

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Renewal	Description	Administrator
1	TASB - Property & Casualty Insurance	Business Services	Renewal	\$175,208	\$202,289	\$27,081	9/1/2016	8/31/2017	Annual	Property, School Liability Insurance	Grant Anderson
2	TASB - Workmans Comp Insurance	Business Services	Renewal	\$72,110	\$77,994	\$5,884	9/1/2016	8/31/2017	Annual	Workers' Compensation Insurance	Grant Anderson
3	TASB - Unemployment Insurance	Business Services	Renewal	\$53,937	\$53,976	\$39	9/1/2016	8/31/2017	Annual	Unemployment Compensation Insurance	Grant Anderson
						\$0					
						\$0					
						\$0					
						\$0					
						\$0					
						\$0					
						\$0					

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-22-2016	☐	☒	☐	☐	☐
Subject:	Little Elm ISD Interlocal Summary Report				
Presenter or Contact Person:	Grant Anderson, Assistant Superintendent of Finance and Operations				
Policy/Code:	Interlocal Cooperative Act, Government Code Section 791				
Summary:	Allows LEISD to purchase products or services from other governmental entities (listed on attachment) which have been properly awarded contracts through statutorily authorized methods.				
Financial Implications:	N/A				
Attachments:	Little Elm ISD Interlocal Summary Report for Approval				
Recommendation:	The Administration recommends approval of the Little Elm ISD Interlocal Summary Report as submitted				
Motion:	I move that the Board approve the Little Elm ISD Interlocal Summary Report dated August 22, 2016				



**PARTNERSHIP AGREEMENT BETWEEN
COMMUNITIES IN SCHOOLS OF NORTH TEXAS, Inc.
AND
LITTLE ELM INDEPENDENT SCHOOL DISTRICT**

This Partnership Agreement, by and between the Little Elm Independent School District (hereinafter referred to as LEISD), and Communities In Schools of North Texas, Inc., (hereinafter referred to as CISNT), sets out to establish the relationships and responsibilities of both parties in the implementation of a CISNT school based, school day, case management dropout prevention program on the campus of **Little Elm High School**.

In addition, this partnership agreement sets out to establish the relationships and responsibilities of both parties in the implementation of a CISNT 21st Century Community Learning Center (hereinafter referred to as 21st CCLC) afterschool academic enrichment program on the campuses of:

**Hackberry Elementary School, Oak Point Elementary School,
and Lakeside Middle School.**

Dr. Lowell Strike, Superintendent of LEISD, and Ms. Ann Pape, Chief Executive Officer of CISNT, ratify and affirm the provisions, relationships and responsibilities set out herein by their execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring CISNT resources onto campus settings to facilitate the academic and personal success of students who may be experiencing the effects of at-risk environments by providing the full range of CISNT services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of students served;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

A. All parties hereto mutually agree as follows:

1. The term of this Service Delivery Agreement shall be from August 1, 2016 through July 31, 2017, and, upon annual evaluation and recommendation by both parties, extended for one additional calendar year beginning the first day of August 2017. Either party for any reason may also cancel this Service Delivery Agreement thirty days



North Texas

after written notification is provided to the other party. The decision to continue or terminate this Service Delivery Agreement will be made on or before August 1, of each year of this contract.

2. CISNT will follow national, State and local CIS policies and ethical standards for service provision under applicable Federal, State, and local laws and will, in cases where written LEISD or campus policies concerning service delivery are more restrictive than CISNT policies, follow the written LEISD or campus policy concerning student service delivery, except as otherwise herein noted or mutually agreed in writing.
 3. CISNT maintains and retains case management files on all assigned LEISD students. These files contain all relevant data requisite to the case and to program criteria. All LEISD policies and procedures addressing student confidentiality will be strictly adhered to by CISNT staff. Case management files and/or information contained within such files will be exchanged among LEISD and CISNT professional staff on an "as needed" basis.
 4. The CISNT management and staff, and the school principals shall proceed in a joint collaboration to ensure the successful operation of the CISNT program. Communication among these entities will be ongoing, including scheduled meetings to address case management and other programmatic issues.
 5. CISNT, in consultation with the principals at each campus site, will develop a Campus Plan for each school year, which will be referenced in the campus improvement plan for respective LEISD campus site. The CISNT Campus Plan will provide all parties with an outline of activities to be undertaken during the upcoming semester. LEISD agrees to include CISNT in the campus improvement plan.
- B. CISNT agrees to undertake the following:
1. CISNT will provide staff and resources to each mutually agreed upon school campus site, for the benefit of students. CISNT staff members and any volunteers or part time staff of CISNT will constitute a multi-disciplinary team in the provision of all CISNT services.
 2. CISNT under its Total Quality and Standards Process and this Agreement, will provide to identified students a program of services which includes: a) Supportive Guidance; b) Academic Enhancement Activities; c) Parental and Family Involvement Activities; d) Health Education and Social Service Referrals; e) Pre-Employment Skills Training and Career Awareness Activities; and f) Educational and Cultural Enrichment Opportunities.

CISNT staff should not be engaged in other duties (administrative, clerical, or otherwise) that would normally be assigned to LEISD employees, without the approval of the CISNT Chief Executive Officer. The minimum annual caseload for the Little Elm High School Site Coordinator will be 80 case management students. The 21st CCLC program will have a minimum of 120 students at Hackberry Elementary; 115 students at Oak Point Elementary; and 150 students at Lakeside Middle attend at least 30 days of after school programming.

3. All CISNT Site Coordinators will be hired by CISNT with the approval of the Campus Principal. All CISNT personnel assigned to school campus sites remain employees of CISNT and will receive direct supervision from the CISNT Program Director who is responsible for their performance and demeanor. However, all CISNT personnel are subject to the rules, regulations and policies of the school site to which they are assigned. All grievances and disciplinary actions involving CISNT employees will be processed in accordance with policies set forth in the CISNT Board approved Personnel Policy manual and in compliance with LEISD policies and procedures.
4. CISNT will provide management, administrative, logistical and technical support to each Campus as warranted, ensuring the success of service delivery initiatives. The CISNT Site Coordinator, under the direction of the CISNT Program Director, Chief Executive Officer and the Board of Directors is responsible for oversight of CISNT Project activities.
5. CISNT will refer to the school Principal and to appropriate legal authorities, cases presented to its staff which involve the following issues: a) Violation of LEISD's Student Code of Conduct; b) Suicide threats; c) Violent behavior; d) Child abuse; e) Sexual abuse or harassment. CISNT will assist in the resolution of any such case is requested to do so by the Principal. CISNT will immediately notify the appropriate School Counselor of any student in crisis.
6. CISNT agrees to reserve a position on the CISNT Board of Directors for the Superintendent of LEISD or their designee. This position may be advisory or participatory at the discretion of the Superintendent.
7. CISNT agrees to indemnify and hold harmless LEISD, its Board of Trustees and representatives of and from any and all claims, damages, and causes of action of any type whatsoever, including attorneys fees, arising out of, or in any way connected to this contract. The parties agree that LEISD will be entitled to recover attorneys fees, pursuant to Local Government Code § 271.159.

C. LEISD agrees to undertake the following:

1. LEISD will assume primary responsibility for all student cases involving violation of LEISD's Student Code of Conduct, suicide threats, violent behavior, child abuse, and sexual harassment. The CISNT staff will adhere to LEISD's policy in addressing the above cases and will work in tandem with the school staff to address problems of the students.
2. In accordance with established policies of LEISD and the Texas Education Agency, CISNT, serving as an agent of LEISD, will have access to relevant student data, campus-wide, including but not limited to free and reduced lunch lists and TEA at-risk lists, attendance lists, and behavior information, which may impact or demonstrate the effectiveness of CISNT service delivery. Such information is necessary only to determine CIS eligibility and document funding requirements. This information will remain confidential for all purposes.
3. LEISD will inform the CISNT Chief Executive Officer of all policy changes or development that may affect the provisions of this Agreement and/or the effectiveness of CISNT service delivery.
4. LEISD will provide snacks through the free/reduced lunch program in Food and Nutrition for 21st CCLC after school programs at title 1 eligible campuses.
5. LEISD agrees to provide on each CISNT-served school campus, Site Coordinator office and classroom space and access to a phone, to copy and fax machines, sufficient to facilitate the efficient delivery of services to students.
6. In addition, LEISD agrees to pay CISNT \$12,000 for services to be rendered at each of the following school campus between August 1, 2016 and July 31, 2017: Oak Point Elementary, Hackberry Elementary, and Lakeside Middle for a total payment of \$36,000; and \$30,000 for the case management program at Little Elm High School for a total payment of \$66,000. LEISD agrees to provide payment to CISNT on or before October 1, 2016.

This Service Delivery Agreement constitutes the full and total understanding and agreement of said parties, and any modifications, amendment or alteration hereof must be agreed in writing by all parties hereto.

Executed this _____ day of _____, 2016.

Dr. Lowell Strike, Superintendent
Little Elm Independent School District



Ann Pape, Chief Executive Officer
Communities In Schools of North Texas

MEMORANDUM OF UNDERSTANDING ("MOU")

This Memorandum of Understanding ("MOU") is entered into pursuant to Chapter 37 of the Texas Education Code ("TEC") by and between the Independent School Districts ("ISDs") (Denton Independent School District, Aubrey Independent School District, Pilot Point Independent School District, Lewisville Independent School District, Krum Independent School District, Ponder Independent School District, Sanger Independent School District, Argyle Independent School District, Northwest Independent School District, Lake Dallas Independent School District, Little Elm Independent School District, Carrollton-Farmers Branch Independent School District, Valley View Independent School District, Gainesville Independent School District) and the Denton County Juvenile Justice Alternative Education Program ("DCJJAEP") as the agent for the Juvenile Board of Denton County, Texas ("DCJB"), of Denton County, Texas.

WHEREAS Denton County, Texas, has a population greater than 125,000 and the DCJB has been mandated by TEC Section 37.011 to develop a Juvenile Justice Alternative Education Program subject to the approval of the Texas Juvenile Justice Department ("TJJD"); and,

WHEREAS the ISDs are located within Denton County or have requested to participate in the DCJJAEP; and

WHEREAS the Denton County ISDs have been mandated by the TEC Section 37.007 (a), (d), and (e) to expel students for enumerated serious offenses; and,

WHEREAS the ISDs have the discretion to expel students under TEC Sec. 37.007 (b), (c), and (f); TEC Sec 37.0081; TEC Sec 37.309; and,

WHEREAS the State of Texas has determined that public school students who engage in conduct that endangers the school population should be removed from the regular school setting and educated in a separate setting in order for school districts to fulfill their primary mission of educating Texas youth; and,

WHEREAS the State of Texas has directed that Juvenile Courts punish and rehabilitate juvenile offenders; and,

WHEREAS the parties hereto agree that the DCJJAEP is a cooperative effort between the educational community and the juvenile justice system with the primary goals of the program being the education of students with *behavioral* problems and rehabilitation of juvenile offenders, but not the treatment of *emotional* problems;

NOW THEREFORE THE PARTIES AGREE THAT:

I. ADMINISTRATION OF DENTON COUNTY JJAEP

1.1. The daily administration for the DCJJAEP will be conducted by the Denton County Juvenile Probation Department ("DCJPD") under the direction of the Chief Juvenile Probation Officer. The DCJPD shall conform the DCJJAEP to the standards and guidelines of TJJD . Furthermore, the DCJPD shall be responsible for and maintain all reports, data, assessments, and the like necessary to permit and allow compliance with the TEC, including, but not limited to, Chapters 39 and 42 of the TEC.

II. STUDENT PLACEMENT, DUE PROCESS, AND TERM OF PLACEMENT

2.1. The parties to this MOU acknowledge that the TEC §37.010(a) requires that every expelled student who is not detained or receiving treatment under an order of the Juvenile Court must be enrolled in an educational program. It is therefore the intent of the parties that the DCJJAEP provide an educational program to all expelled students.

2.2. Students who are expelled from participating ISDs will be afforded the appropriate due process within the respective ISD as provided by school district policy and federal and state law.

2.3. As the ISDs have elected to contract with the DCJJAEP, as the agent for/of DCJB, pursuant to TEC §37.011(p), for the placement of students expelled under TEC §37.007(b), (c), and (f), §37.0081; §37.309; any student, under the age of 18 years of age, who has been expelled from an ISD may be placed in or ordered or required to attend the DCJJAEP.

2.4. Every student who has been expelled from an ISD as a mandatory expulsion (i.e., pursuant to TEC §37.007(a), (d), or (e)), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the DCJJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Texas Family Code §52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider its expulsion decision.

2.5. Every student, under the age of 18 years of age, who has been expelled from an ISD as a discretionary expulsion (i.e., pursuant to TEC §37.007(b), (c), or (f); §37.0081; §37.309), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the DCJJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Tex. Fam. Code §52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider the terms and conditions of its expulsion order.

2.6. The DCJJAEP shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the DCJJAEP ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the Juvenile Court may immediately order the student to attend the DCJJAEP, pending resolution of any ISD disciplinary action, including any expulsion hearings.

2.7. It is the intent of the parties hereto that, for each expelled student who is placed in the

DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Pursuant to TEC §37.010, students must remain in the DCJJAEP for the full period ordered by the Juvenile Court unless the student's school district agrees to readmit the student before the date ordered by the Juvenile Court. The Juvenile Court may consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation.

2.8. In order to avoid undue disruption in the educational process of students attending the DCJJAEP under this MOU, in assigning a term of expulsion, the ISD expelling the student shall assign and order a term of expulsion that is not less than thirty (30) school days nor more than 365 days — unless the expelling ISD conducts a review of the student's placement at least every 365 days. A term of placement, except for a term of placement based upon TEC §37.007(e), may be commuted or reduced, by agreement of the DCJJAEP and the ISD, if the student serving same has not violated and is in compliance with the rules and regulations of the DCJJAEP.

2.9. Notwithstanding anything set out herein, under no circumstance shall an ISD be obligated or required to pay for a Juvenile Court placement or order requiring a student expelled from an ISD as a discretionary expulsion to attend the DCJJAEP beyond the period of expulsion, unless the affected ISD has been notified by the Juvenile Court and said ISD consents, in writing, to such placement, assuming that the student has successfully completed his term of expulsion.

2.10. Administrators of the ISD and the DCJJAEP may agree on deviations from the minimum and maximum length of stay(s) on a case by case basis.

2.11. A student's grievances about the DCJJAEP shall first be addressed to the DCJJAEP Program Supervisor. In the event that the student is not satisfied with the DCJJAEP Program Supervisor's resolution of the grievance, then the student shall address, direct, and state, in writing, his grievance to the DCJJAEP Program Director or designee. The decision of the DCJJAEP Program Director or designee is final.

2.12. It is the intent of the parties that there be no material interruption (i.e., more than three [3] days) in the provision of educational services to expelled students under this MOU. Therefore, the expelling ISD shall direct and order, in writing, the student and parent to appear and enroll at the DCJJAEP at 8:00 a.m. on the first business day -- per the Denton County calendar -- following the student's expulsion and FAX a copy of this notice to the DCJJAEP. Any parent or guardian and child who is at the expulsion hearing shall sign the notice before it is transmitted to the DCJJAEP.

2.13. The ISDs shall use best efforts to assist the Juvenile Court in placing all expellees under court orders requiring or mandating attendance in the DCJJAEP.

III. PAYMENT

DAILY RATE -- The daily rate of eighty-nine and no/100s (\$89.00) dollars per student per day in attendance will be charged for each discretionary expulsion (i.e., TEC §37.007(b), (c), or (f); §37.0081; §37.309) student enrolled in the DCJJAEP. The DCJJAEP shall charge and invoice the ISDs no later than the tenth (10th) day of each and every month that the MOU is in effect. Upon the first day of the month following receipt of an invoice for educational and rehabilitative services provided to ISD students, the ISD will pay the invoiced amount to Denton

County. Payments shall be delivered to the Denton County Juvenile Probation Department, 210 S. Woodrow Lane, Denton, Texas 76205. Because TJJD will pay for mandatory expulsions (i.e., TEC §37.007 (a), (d), or (e)), only if a full and complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense, to the extent State and Federal law allow, the expelling ISD shall use its best efforts to make, seek, or participate in the creation of a law enforcement offense report for mandatory expulsions which involve elements of a criminal offense. Notwithstanding anything set out herein, the ISDs shall not be charged, billed, or invoiced for students attending the DCJJAEP as a result of a mandatory expulsion if a complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense.

IV. SPECIAL SERVICES

4.1. The DCJB and the ISDs shall cooperate in the provision of special services to students placed in the DCJJAEP. In the event a student is placed in the DCJJAEP who has not been identified by the ISD from which the student was expelled as being eligible for special education services, and the DCJJAEP staff believe such student may be eligible to receive such services, the DCJJAEP staff shall refer the student to the ISD from which the student was expelled for evaluation and determination of special education eligibility. In the event the student is eligible for special services, the DCJJAEP shall implement and be responsible for the academic elements of any program, and the expelling ISD shall implement and deliver any required related services and speech therapy.

4.2. The ISDs will invite a representative of the DCJJAEP to participate in any Admission, Review and Dismissal Committee ("ARD") meeting where expulsion will be considered.

V. GENERAL CONDITIONS

5.1. **TRANSPORTATION.** When possible, transportation to and from the DCJJAEP shall be the responsibility of the students' parents; however, in the event a student's family does not own or have access to an operational motor vehicle, then the ISD in which the student resides shall provide transportation services for students attending the DCJJAEP.

5.2. The day-to-day operation of the DCJJAEP will conform to the calendar for Lewisville ISD for the fall and spring semesters. The calendar for any summer session will be set within TJJD guidelines.

5.3. The fact that a student has been expelled will not prevent the ISD from developing a policy allowing a student to obtain credit by examination, allowing a student to borrow educational course materials from the school, or allowing a student to arrange tutoring. Neither the ISD nor the DCJJAEP is under an obligation to replicate a student's pre-expulsion course of study.

5.4. While a student is attending the DCJJAEP, that student may not participate in or attend any school district extracurricular activity.

5.5. Parents of students attending the DCJJAEP will receive notice of a child's academic progress at a minimum of every 120 school days.

5.6. Notwithstanding TEC Chapter 26, the DCJJAEP may monitor student activities by technological means, including video and/or audio methods and metal detectors. The DCJJAEP will provide a notice and release for such monitoring to the student and the student's parents.

5.7. The DCJJAEP may receive a student from another county when payment, enrollment, and probationary terms have been arranged and approved by the DCJB, in which case, all of the terms of this MOU will be in effect.

5.8. No later than the 30th day after the end of the school year, the DCJPD will provide a program summary to the Denton County ISDs.

5.9. This MOU can be modified only in writing by the DCJB and the ISDs and at such a time as the parties may deem appropriate.

5.10. In accordance with TEC §37.011(l), the ISDs shall provide educational services to a student after expulsion for criminal activity and until an order of a court requiring the student to attend DCJJAEP unless the student is in a placement or the student becomes 18 years old. If a student is expelled for non-criminal behavior not otherwise addressed herein the school district shall provide educational services for the student.

5.11. In conformance with TEC §37.011(k)(5), the DCJJAEP will provide services while the student attends the DCJJAEP for transitioning DCJJAEP students back to the school district. The transition plan shall include consultation between appropriate ISD personnel and DCJJAEP personnel. To assist in the transition process the DCJJAEP may offer in-service training to ISD staff.

5.12. In conformance with TEC § 37.011(k)(8), if a student eligible for or receiving special education services required by law is expelled, the services provided or required to be provided by the ISD shall accompany the student to the DCJJAEP and be provided by the ISD at the DCJJAEP.

VI. STUDENT CODES OF CONDUCT

6.1. The DCJJAEP will be operated pursuant to Chapter 37 of the TEC and this MOU. Each ISD shall develop a Student Code of Conduct specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

6.2. The Student Code of Conduct adopted by each ISD shall identify those categories of conduct that the ISD has defined as constituting serious or persistent misbehavior for which a student may be placed in the DCJJAEP.

6.3. A student may be subject to discretionary expulsion (TEC §37.007(c)), if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior while on the program campus despite documented behavioral interventions. For purposes of this subsection, "serious misbehavior" means:

- 1) deliberate violent behavior that poses a direct threat to the health or safety of others;
- 2) extortion, meaning the gaining of money or other property by force or threat;
- 3) conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or

- 4) conduct that constitutes the offense of:
 - a) public lewdness under Section 21.07, Penal Code;
 - b) indecent exposure under Section 21.08, Penal Code;
 - c) criminal mischief under Section 28.03, Penal Code;
 - d) personal hazing under Section 37.152; or
 - e) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

6.4 The DCJJAEP shall adopt its own Student Code of Conduct in accordance with TEC 37.001

VII. ATTENDANCE

DCJJAEP shall adopt and implement a student attendance accounting system, whether manual or automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. Said system shall comply with the requirements of Chapter 42 of the TEC and 19 Texas Administrative Code Chapter 129. DCJJAEP shall provide the ISDs with copies of their respective attendance records and reports generated by DCJJAEP's attendance accounting system.

VIII. LANGUAGE SERVICES AND ASSESSMENTS

8.1 Each ISD shall bear the sole and exclusive responsibility for all matters related to the assessment and provision of Bilingual Education and Special Language Programs under Chapter 29 of the TEC.

8.2 Each ISD shall bear the sole and exclusive responsibility for all matters related to the delivery and retrieval of statewide assessment testing materials for students from the ISD. The DCJJAEP shall bear the responsibility of testing students from each ISD placed in the DCJJAEP.

IX. TRANSITION SERVICES

9.1. DCJJAEP shall perform a review of each student's progress at least once during each grading period and shall establish a transition plan for the student prior to the student's return to the school setting. The DCJJAEP liaison shall notify the student's parent or guardian and the appropriate ISD liaison at least five (5) school days in advance of each review performed under this section and TEC §37.011(d), unless such entities mutually agree to waive such five-day notice period.

9.2. On an annual basis, the DCJJAEP shall provide to the ISDs a summative evaluation of the performance of each ISD's students served by the DCJJAEP.

9.3. Prior to the student's completion of the expulsion period, the DCJJAEP shall make recommendations to the ISD concerning the transition of the student from the DCJJAEP to the ISD.

X. DCJJAEP FACILITIES AND STAFFING

10.1. The DCJJAEP is provided in a facility owned by Denton County.

10.2 Personnel and services for the DCJJAEP may be provided by Denton County or an ISD. Personnel and services provided by an ISD to the DCJJAEP will be provided under contract with the DCJB.

XI. STUDENT AND JUVENILE RECORDS

11.1. The governing body of each party to this MOU finds that in order to appropriately serve students receiving services under this MOU, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. Therefore, the expelling ISD shall directly forward any and all school records including special education records on expelled students to the DCJJAEP.

11.2. The parties hereto agree to execute all agreements and statements necessary to effectuate this clause, including, but not limited to, those found in the Family Educational Rights and Privacy Act ("FERPA").

XII. TRANSFERS

Each ISD may, subject to its own policy, permit or accept transfer students ("transferees") attending a Juvenile Justice Alternative Education Program in another county. Such transferees shall be admitted to the DCJJAEP on and under the same terms and conditions set out herein.

XIII. MISCELLANEOUS

13.1 **SEVERABILITY**. In case any one or more of the provisions, articles, and sections contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, article, and section hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.2. **GOVERNING LAW**. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America. Unless the obligation(s) of any party shall be materially changed, the amendment, interpretation, or change in any legislation or law cited herein shall be interpreted and understood to work a novation of this MOU.

13.3. **TERMINOLOGY**. The captions beside the article and section numbers of this MOU are for reference only and shall not modify or affect this MOU in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

13.4. **RULE OF CONSTRUCTION**. The parties acknowledge that each party and its counsel have reviewed and revised this MOU, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this MOU or any amendments or exhibits hereto.

13.6. **COUNTERPARTS**. This MOU may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the

same instrument.

Approved by the Denton County Juvenile Board on the ____ day of _____ 2016.

Kimberly McCary
Chairman of the Denton County Juvenile Board

Approved by the Little Elm ISD Board of Trustees on the ____ day of _____ 2016.

Board President



Master Interlocal Agreement

*NOTE: Due to changes in the provisions of the
Texas Government Code regarding interlocal cooperation contracts,
all districts purchasing service contracts from ESC Region 11
must sign and submit an updated Master Interlocal Agreement.*



Master Interlocal Agreement

This Master Interlocal Agreement ("Agreement") is made by and between Education Service Center Region 11 ("ESC Region 11") and ("Local Government"), (collectively referred to as the "Parties" or individually as the "Party") acting herein by and through their respectively authorized officers or employees.

PREMISES

WHEREAS, Chapter 791 of the Texas Government Code authorizes local governments to contract with each other to provide governmental functions and services; and

WHEREAS, The Parties wish to enter into this Agreement to provide local governments with greater efficiency and economy in purchasing products and services; and

WHEREAS, the governing bodies of the Parties, individually and together, do hereby adopt and find the foregoing promises as findings of said governing bodies; and

NOW THEREFORE, premises considered, and in consideration of and conditioned upon the mutual covenants and agreements, herein, the Parties hereto mutually agree as follows:

AGREEMENT

1. **Term:** This Agreement is effective from the date of the last signature and shall automatically renew annually unless either party gives sixty (60) days prior written notice of non-renewal.
2. **Purpose:** This Agreement shall: (1) Allow the Local Government to purchase products or services by purchase order, contract, agreement, or other appropriate legal method from ESC Region 11; and (2) Allow the Local Government to join ESC Region 11-sponsored purchasing cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.
3. **Relationship:** The relationship between the Parties is that of Independent Contractor. Neither Party has the authority to bind the other in any manner. The Local Government may be required to enter into subsequent contractual arrangements with ESC Region 11 for specific products or services.
4. **Agreement and Interpretation:** The Parties covenant and agree that any litigation relating to this agreement, the terms, and conditions of the agreement will be interpreted according to the laws of the State of Texas and venue shall be exclusively in Tarrant County, Texas.
5. Each party paying for the performance of governmental functions or services must make those payments from current revenues available to the paying party.

Local Government

Little Elm ISD
Name of Local Government
3006200 Ln. LE, TX 75068
Address of Local Government (972)
Anna Chavez 947-9168
Contact Name Phone Number
achavez@littleelmisd.net
Email Address

Board President Signature Approval Date

06/19/14
County/District # (if applicable)

ESC Region 11

1451 S. Cherry Lane
White Settlement, Texas 76108
Attn: Dianna Casper

ESC Region 11 Executive Director Signature

Date

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: Little Elm ISD County District Number: 061914

Education Service Center, Region 20 (Coop) and the above named agency (member) enter into the following cooperative service arrangement.

This agreement is effective _____ (date) and shall automatically renew unless either party gives ninety (90) days prior notice of non-renewal. This agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

The Coop will:

- Handle bidding procedures
- Abide by all bid laws in the State of Texas
- Enter proposals for tabulation and evaluation
- Arrange for an Award Committee to test, evaluate and award proposals
- Develop award information forms for member use
- Send award information to vendors
- Develop system for gathering evaluation information from members on vendor performance and product quality
- Provide comparison information with previous awards to evaluate effectiveness of proposals

The Member will:

- Designate a member employee to serve as a liaison with Coop
- Provide release time for meetings, proposal openings, and testing assistance as needed
- Identify delivery location within Member on purchase orders
- Prepare purchase orders for items awarded on proposals
- Ensure timely payments to vendors who receive proposal awards
- Provide Coop with evaluation forms regarding vendor and product concerns
- Ensure a Resolution is properly executed if required

Authorization:

Education Service Center, Region 20 and the PACE Purchasing Cooperative executed a contract to provide cooperative purchasing services to government entities.

PACE PURCHASING COOPERATIVE

INTERLOCAL AGREEMENT

Member Name: _____ County District Number: _____

Please send a signed Interlocal Agreement to (or fax to 210-370-5776 or e-mail to jim.metzger@esc20.net):

Education Service Center, Region 20
Attn: PACE Coop
1314 Hines Ave
San Antonio, TX 78208.

Public Entity

Education Service Center, Region 20

BY:

BY:

Authorized Signature

Authorized Signature

Title

Purchasing Coordinator

Title

Date

Date

Contact Person

Jim Metzger

Contact Person

Title of Contact Person

Purchasing Coordinator

Title of Contact Person

Street Address

210-370-5204

Phone Number

City, State, Zip

210-370-5776

Fax Number

Phone/Fax Number

jim.metzger@esc20.net

E-mail Address

E-mail Address

RESOLUTION

WHEREAS, it is the intent of Little Elm ISD
(Name of Entity)
to join and participate in the PACE Purchasing Cooperative, being organized and administered by the
Education Service Center, Region 20.

WHEREAS, authority for this commitment is authorized by Article 791.011 Interlocal
Cooperation Act as amended and would allow for substantial savings to be realized by volume purchasing
of specific commodity items.

BE IT RESOLVED, that Little Elm ISD
(Name of Entity)
Board of Trustees hereby joins in and elects to participate in the PACE Purchasing Cooperative being
organized and administered by the Education Service Center, Region 20 and recognizes that there will be
no fee for participation.

BE IT FURTHER RESOLVED, that Little Elm ISD
(Name of Entity)
Board of Trustees hereby authorizes its Superintendent/CEO to execute such documents as are appropriate
and necessary to implement the Entity's participation in said PACE Purchasing Cooperative.

We certify the foregoing is a true and correct copy of the resolution duly adopted by
_____, of _____, Texas. In
(Name of Entity) (City)
witness thereof, I/we have hereunto set my/our hand(s) this _____ day of
_____, 2016.

AUTHORIZED SIGNATURE: _____

NAME and TITLE: _____

AUTHORIZED SIGNATURE: _____

NAME and TITLE: _____

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date: August 22, 2016

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Renewal Amount	Change	Effective Date	Expiration Date	Renewal	Description	Administrator
1	Education Service Center Region 11 Master Interlocal Agreement	District Wide	Renewal	\$0	\$0	\$0	9/1/2016	Auto	Auto	Master Interlocal Agreement to allow LEISD to purchase products or services from ESC Region 11; allows LEISD to join ESC Region 11 sponsored cooperatives in order to purchase products or services from vendors which have been properly awarded contracts through statutorily authorized methods.	Grant Anderson
2	Communities In Schools	Student Services	Renewal	\$56,000	\$66,000	\$10,000	9/1/2016	8/31/2017	Annual	This Partnership Agreement, by and between the Little Elm Independent School District and Communities and Schools of North Texas, Inc. sets out to establish the relationships and responsibilities of both parties in the implementation of a CISNT school based, school day, case management dropout prevention program on the campus of Little Elm High School. LEISD agrees to provide on each CISNT-served school campus, Site Coordinator office and classroom space and access to a phone, to copy and fax machines, sufficient to facilitate the efficient delivery of services to students. In addition, LEISD agrees to pay CISNT \$12,000 for services to be rendered at each of the following school campus between August 1, 2016 and July 31, 2017: Oak Point Elementary, Hackberry Elementary, and Lakeside Middle School fr a total payment of \$36,000; and \$30,000 for a case management program at Little Elm High School for a total payment of \$66,000.	Ross Roberts
3	Education Service Center Region 20 PACE Purchasing Cooperative	District Wide	New	\$0	\$0	\$0	9/1/2016	Auto	Auto	Interlocal allows LEISD to purchase products or services through the PACE Purchasing Cooperative.	Grant Anderson
4	MHMR of Tarrant County	Special Popuatuions	Renewal	N/A	N/A	N/A	9/1/2016	8/31/2017	Annual	Interlocal Cooperative Agreement MHMR of Tarrant County Facility Usage In-Kind Contribution	Cortney Clover

5	Denton County Juvenile Court Services	Student Services	Renewal	\$89	\$89	\$0	9/1/2016	8/31/2017	Annual	This MOU is entered in pursuant to Chapter 37 of the TEC between LEISD and the Denton County Juvenile Justice Alternative Education Program (DCJJAEP) as the agent to the Juvenile Board of Denton County, Texas. The parties agree the DCJJAEP is a cooperative effort between the educational community and the juvenile justice system with the primary goals of the program being the education of students with behavioral problems and rehabilitation of juvenile offenders, but not the treatment of emotional problems.	Ross Roberts

INTERLOCAL COOPERATION AGREEMENT
MHMR of Tarrant County
Facility Usage In-Kind Contribution

This INTERLOCAL COOPERATION AGREEMENT is entered into and by and between the agencies shown as "Cooperating Parties", pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. COOPERATING PARTIES:

MHMR of Tarrant County - ECI Services
 Little Elm Independent School District

II. REQUIREMENTS OF AGREEMENT:

A) Requirements of MHMR of Tarrant County - ECI Services:

1. MHMR of Tarrant County - ECI will provide Early Childhood Intervention Services to eligible children and families who reside in the Denton County service area.
2. Diagnostic and intervention services will be the financial responsibility of MHMR of Tarrant County in accordance with guidelines established by the Department of Assistive and Rehabilitative Services ECI Division.
3. ECI Staff serving the families of Denton County including children and families residing in the Little Elm ISD service area will follow all rules and regulations required for transitioning children into the schools when the children have auditory or visual impairments as well as when children turn three years of age.
4. ECI will partner with Little Elm ISD in providing support and education to parents of the district children.
5. ECI Staff will collocate with Little Elm ISD sharing designated space within the district facilities.
6. ECI Staff will gain expertise and knowledge related to the Little Elm district and service area from the Little Elm ISD faculty.

B) Requirements of Little Elm Independent School District:

1. Little Elm ISD will provide office space to accommodate two to three MHMR of Tarrant County ECI staff at one time. Costs associated with building space and utilities will be contributed by Little Elm ISD.
2. Little Elm ISD agrees to coordinate with MHMR of Tarrant County to establish and maintain information technology systems.
3. Little Elm ISD will assume responsibility for accumulating, compiling, and summarizing data to report to MHMR of Tarrant County - ECI for verification of in-kind contributions.
4. Little Elm ISD will partner with ECI in providing support and education to parents of the district children
5. Little Elm ISD will follow all regulations required for transitioning children into the schools when the children have auditory or visual impairments as well as when children turn three years of age.
6. SPED faculty will gain expertise and knowledge related to the ECI Program from the ECI Staff.

III. TERM OF AGREEMENT:

This agreement is to begin September 1, 2016 and will terminate on August 31, 2017.

IV. TERMINATION OF AGREEMENT:

Either party may terminate this Agreement for any reason, without cause, and at any time by furnishing to the other party thirty (30) days prior written notice.

THE UNDERSIGNED PARTIES do hereby certify that:

1. The services specified above are necessary and essential for activities that are provided within the statutory functions and programs of the Cooperating Parties;
2. The proposed arrangements serve the interest of providing efficient and high quality services to ECI children and their families within the specified service area,
3. Nothing in the performance of this Agreement shall impose nor is it intended to create any liability for claims against any party hereto other than claims for which the Texas Tort Claims Act may impose liability. Further nothing in the entering into this agreement nor in its performance shall waive or is intended to waive the parties' governmental immunity or any of the protections from liability or suit associated therewith; and
4. Any costs associated with this Agreement shall be paid from the entity's then current revenues.

MHMR of Tarrant County - ECI Services

BY:

signature

Laura Kender

printed name

TITLE: Chief of ECI

DATE:

6/3/16

Little Elm Independent School District

BY:

signature

printed name

TITLE:

DATE:



Little Elm ISD

Contribution & Coverage Summary (CCS)

Participation Period: September 1, 2016 through August 31, 2017			
PROPERTY Risk of Direct Physical Loss to Buildings, Personal Property, and Other Structures	Per Occurrence Limit	Deductible	Contribution
All Perils Except Wind, Hurricane, and Hail	Blanket Replacement Cost \$217,096,983	\$2,500	\$174,449
Wind, Hurricane, and Hail		\$100,000	Included
Flood	\$2,000,000	\$50,000	Included
Earthquake	\$2,000,000	\$50,000	Included
Crime	\$100,000	\$2,500	Included
Equipment Breakdown			
Equipment Breakdown	\$100,000,000	\$2,500	Included
SCHOOL LIABILITY	Per Occurrence Limit	Deductible	Contribution
Professional Legal Liability Subject to \$1,000,000 Maximum Annual Aggregate	\$1,000,000	\$2,500	\$15,391
General Liability	\$1,000,000	\$0	Included
Employee Benefits Liability	\$100,000	\$0	Included
PRIVACY & INFORMATION SECURITY		Deductible	Contribution
\$100,000 Limit for Privacy Liability \$100,000 Limit for Claim/Event Response Services Notification costs for up to 10,000 individuals		\$0	Included
AUTOMOBILE	Limit	Deductible	Contribution
Automobile Liability \$1,000,000 Combined Single Limit	\$1,000,000	\$1,000	\$7,817
Automobile Physical Damage			\$4,632
Comprehensive	Actual Cash Value	\$1,000	Included
Collision	Actual Cash Value	\$1,000	Included

WORKERS' COMPENSATION AGGREGATE DEDUCTIBLE***Estimated Payroll and Contribution - Subject to Audit***

Classification	Estimated Payroll	Net Annual Rate	Estimated Contribution
7380 - Bus Drivers	\$0	0.009752	\$0
7720 - Police Officers	\$0	0.006320	\$0
8810 - Clerical	\$2,645,638	0.001192	\$3,154
8868 - Professional	\$35,825,350	0.001192	\$42,704
9101 - All Other	\$2,780,640	0.011557	\$32,136
Totals	\$41,251,628		\$77,994

	A.	Estimated Contribution	\$77,994
Claims Liability Calculation	B.	Aggregate Deductible Rate	0.004243587
	C.	Estimated Payroll per above	\$41,251,628
	D.	Estimated Claims Liability (B x C)	\$175,055
	E.	Estimated Maximum Program Cost (A+D) for the Participation Period	\$253,049

TOTAL CONTRIBUTION**\$280,283*****This is not an Invoice.***

Conditions

Property

Named/Numbered Windstorm: The term "Named/Numbered Windstorm" is defined as all loss and damage directly caused by, resulting from or arising out of Windstorm as named or numbered by the National Weather Bureau, National Hurricane Center or any recognized meteorological authority, including but not limited to loss or damage caused by wind driven rain, flood, storm surge, wave wash, surface water, overflow of bodies of water, or spray from any of these.

The term "Tier 1" shall mean the Texas Counties of Aransas, Brazoria, Calhoun, Cameron, Chambers, Galveston, Jefferson, Kenedy, Kleberg, Matagorda, Nueces, Refugio, San Patricio and Willacy.

The term "Tier 2" shall mean the Texas Counties of Bee, Brooks, Fort Bend, Goliad, Hardin, Hidalgo, Jackson, Jasper, Jim Wells, Liberty, Live Oak, Newton, Orange, Victoria and Wharton.

The term "Harris County" shall mean the Texas County of Harris.

Flood Zone Exclusions: Fund Member properties are excluded from coverage if they are located in certain Special Flood Hazard Areas (SFHA) identified on the Flood Insurance Rate Map. Fund Member property in the following SFHAs are excluded: Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-30, Zone AR/A, Zone AR/AH, Zone V, Zone VE, Zone VO, and Zones V1-V30. Fund Members with such properties should seek coverage under the National Flood Insurance Program (NFIP) or other Flood Program.

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

Liability

Prior Acts: Fund Member certifies that all known or reported acts for which it is reasonably believed may result in a legal claim against the Member, have been fully disclosed. Additionally, Fund Member acknowledges that this coverage excludes any claims arising from such known or reported acts. This Agreement does not void coverage afforded to Fund Member under any previous Fund Agreement.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement.

Automobile

Statement of Values: Fund Member has provided the Fund with the most current and accurate statement of values for all applicable property, including a complete and accurate listing of vehicles owned by the Fund Member. Fund Member agrees to allow the Fund to conduct property appraisals of the Fund Member's property on a periodic basis and agrees to accept values provided by the Fund.

Salvage: The Fund will have the right, in its sole discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement.

Claims Reporting: Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement and the Fund's Coverage Agreement

Workers' Compensation - Aggregate Deductible

Benefit Limits: Workers' Compensation benefits paid to Fund Member's employees under this Agreement will be as defined in the Texas Workers' Compensation Act (the Act). The Fund is responsible for claims payments as reflected in this CCS. This Agreement does not cover the defense of any suit or claim against a Fund Member except a workers' compensation claim by an eligible employee or former employee of Fund Member for the payment of statutory workers' compensation benefits.

Cooperation: Fund Member agrees to use the Fund's contractors for services related to the administration of claims and to follow the Fund's election under Section 504.053 of the Labor Code to direct care through the Political Subdivision Workers' Compensation Alliance.

General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund's Coverage Agreement for this participation period.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the applicable program for each contribution. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Section 4(a) of the Interlocal Participation Agreement. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Program Coordinators

Coordinator:

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current program coordinators as we have listed.

Property - Christi Clay

Liability - Christi Clay

Automobile - Christi Clay

Workers' Compensation - Christi Clay

If a Coordinator's name and contact information is not provided above, the current designated Coordinator and contact information will need to be completed below:

Program	Name	Title	Address	Phone	Email
Property					
Liability					
Automobile					
Workers' Compensation					

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized signature

Date

Printed name

Title



Little Elm ISD

Contribution & Coverage Summary (CCS)

Participation Period: October 1, 2016 through September 30, 2017

UNEMPLOYMENT COMPENSATION	Contribution
Unemployment Compensation - Pool	\$53,976
TOTAL CONTRIBUTION	\$53,976
<i>This is not an Invoice.</i>	

Conditions

Unemployment Compensation - Pool

The annual contribution is based on the Fund's overall expected claims costs for next year and each individual member's claims experience. The annual contribution is not adjustable for the participation period due to changes in wages.

Agreement: As part of this Agreement the Fund assumes responsibility for the Fund Member's quarterly claim payments to the Texas Workforce Commission (TWC) for the quarter in which Fund Member begins participation in this Agreement and for the term of this Agreement. Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent Fund Member in its relations with TWC.

Fund Member agrees to comply with the provisions of the TUCA and TWC rules and procedures, and to respond timely to TWC requests and requirements. Fund Member agrees to submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for Fund Member's failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, Fund Member agrees to assume responsibility for claim payments and reports due to the TWC.

This Agreement provides coverage for the payment of statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings before the TWC and preparation of required TWC reports. Coverage does not extend to any litigation involving unemployment claims or other employment related matters.

Assistance: In the Fund's discretion, the Fund may assist Fund Member at all administrative levels of the TWC. Fund Member's request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with Fund Member regarding claims subject to TWC administrative proceedings. The Fund's assistance of Fund Member under this provision does not extend to litigation involving unemployment claims or other employment related matters.

General Conditions

Coverage: Coverage terms and limits provided are as set out in this CCS and the Fund's Coverage Agreement for this participation period.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the applicable program for each contribution. Termination under this Agreement of any program shall not affect the remaining programs.

Termination: This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Section 4(a) of the Interlocal Participation Agreement. If this CCS is not terminated, the renewal CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

Program Coordinators

Coordinator:

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current program coordinators as we have listed.

Unemployment Compensation - Christi Clay

If a Coordinator's name and contact information is not provided above, the current designated Coordinator and contact information will need to be completed below:

Program	Name	Title	Address	Phone	Email
Unemployment Compensation					

Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

Authorized signature

Date

Printed name

Title

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-22-2016	☐	☒	☐	☐	☐
Subject:	FINANCIAL REPORTS - JUNE 2016				
Presenter or Contact Person:	Grant Anderson, Assistant Superintendent of Finance and Operations				
Policy/Code:	Board Legal Status Powers and Duties - BAA (LOCAL) Annual Operating Budget - CE (LOCAL)				
Summary:	Monthly financial reports prepared by Business Services Department				
Financial Implications:	Increase in General Fund revenues and increase in appropriate expenditure budgets				
Attachments:	1) Budget Amendments 2) Information - Miscellaneous Business Office Reports Monthly Fund Balance Comparison Statement of Unaudited Revenue and Expenditures Cash Flow Statements Bank Reconciliations Investment Report Fund Summary of Revenue and Expenditures Tax Collection Report Construction Report				
Recommendation:	The Administration recommends approval of the June 2016 Financial Reports as presented.				
Motion:	I move that the Board approve the June 2016 Financial Reports as presented.				

Little Elm Independent School District
General Fund
Budget Amendments
July 2016

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	199	23	1,093	11	1,093	001		Reallocate funds to cover graduation expenses
2	199	36	616	23	616	001		Reallocate funds to cover postage for back to school letter to families
3	199	11	2,989	36	2,989	001		Reallocate funds to proper function for band uniform maintenance
4	199	12	2,224	23	2,224	041		Reverse June amendment for reading materials requested in error.
5	199	34	3,000	11	4,669	041		Reallocate funds to purchase equipment for school leadership and nursing supplies
		13	835					
		23	834					
6	199	23	150	11	150	041		Reallocate funds to cover purchase of student incentives
7	199	12	727	11	727	105		Reallocate funds to purchase instructional materials and supplies
8	199	31	3,350	23	3,180	105		Reallocate funds to purchase equipment for school leadership and nursing supplies
				33	170			
9	199	11	1,650	23	1,650	107		Reallocate funds for teacher's lounge and workroom purchases
10	199	00	305	11	305	108		Budget for Target donation to be used to purchase classroom supplies
11	199	00	1,000	41	1,000	740		Budget for realtor sponsorships to cover costs of Realtor Homecoming Event
12	199	00	500	41	500	740		Budget for realtor sponsorships to cover costs of Realtor Homecoming Event
13	199	11	4,215	99	4,215	703		Reallocate funds to cover higher than anticipated DCAD costs.

Little Elm Independent School District
General Fund
Budget Amendments
July 2016

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
14	199	00	500	13	500	821		Budget for donation received from Credit Union of Texas for new teacher breakfast
15	183	00	1,108	36	1,108	999		Budget for Little Lobo football summer camp receipts and coaching costs
16	183	00	1,474	36	1,474	999		Budget for boys basketball summer camp receipts and coaching costs
17	183	00	1,740	36	1,740	999		Budget for girls basketball camp receipts and coaching costs
18	183	00	1,429	36	1,429	999		Budget for soccer summer camp receipts and coaching costs
19	183	00	681	36	681	999		Budget for baseball summer camp receipts and coaching costs
20	183	00	1,380	36	1,380	999		Budget for softball summer camp receipts and coaching costs
21	183	00	4,051	36	4,051	999		Budget for volleyball summer camp receipts and coaching costs
22	183	00	7,198	36	7,198	999		Budget for WIT summer camp receipts and coaching costs
23	183	00	7,958	36	7,958	999		Budget for Summer Pride summer camp and coaching costs
24	196	51	3,202	11	3,202	103		Reallocate funds to purchase desks for classroom
	Total		54,209		54,209		0	

Little Elm Independent School District
2015-2016 Fund Balance Comparison
as of June 30, 2016

Page 1 of 2

		GENERAL FUND			DEBT SERVICE FUND		
		1XX			511		
CONTROL		ORIGINAL	PROPOSED	AMENDED	ORIGINAL	PROPOSED	AMENDED
CODES	REVENUES	BUDGET	AMENDMENTS	BUDGET	BUDGET	AMENDMENTS	BUDGET
5700	LOCAL	33,234,336	6,564	33,240,900	10,196,553		10,196,553
5800	STATE	26,273,080	1,310,000	27,583,080	-		-
5900	FEDERAL	1,142,165	400,000	1,542,165	-		-
		60,649,581	1,716,564	62,366,145	10,196,553	-	10,196,553
Expenditures							
11 Instruction		35,712,000	1,981,421	37,693,421	-		-
12 Library Services		805,926	2,219	808,145	-		-
13 Staff Development		770,354	52,084	822,438	-		-
21 Instructional Admin		1,276,015	(4,363)	1,271,652	-		-
23 Campus Administration		4,118,984	12,271	4,131,255	-		-
31 Guidance & Counseling		1,765,705	(8,989)	1,756,716	-		-
32 Attendance & Social Services		20,350		20,350	-		-
33 Health Services		504,895	(500)	504,395	-		-
34 Student Transportation		1,622,150	(500)	1,621,650	-		-
35 Food Services		108,204		108,204	-		-
36 Co-curricular Activities		1,647,013	265,332	1,912,345	-		-
41 General Administration		2,745,897	14,453	2,760,350	-		-
51 Plant Maintenance		6,795,486	(39,727)	6,755,759	-		-
52 Security		536,150	(4,206)	531,944	-		-
53 Data Processing		1,123,347	(11,164)	1,112,183	-		-
61 Community Services		39,512		39,512	-		-
71 Debt Services		1,023,182	300,000	1,323,182	11,413,651	383,642	11,797,293
81 Facilities		1,155,356	1,357,750	2,513,106	-		-
95 Payments to JUV Justice Alt		32,000		32,000	-		-
99 Intergovernmental Charges		258,000		258,000	-		-
	TOTAL EXPENDITURES	62,060,526	3,916,081	65,976,607	11,413,651	383,642	11,797,293
00 Other Resources		1,676,702	2,199,517	3,876,219		21,120,720	21,120,720
00 Other Uses		(999,622)		(999,622)		(20,719,157)	(20,719,157)
	FUND BALANCE 08/31/15	23,247,360	-	23,247,360	5,390,317		5,390,317
	EST FUND BALANCE	22,513,495	-	22,513,495	4,173,219	17,921	4,191,140

Little Elm Independent School District
2015-2016 Fund Balance Comparison
as of June 30, 2016

Page 2 of 2

		FOOD SERVICE FUND			CHILD CARE		
		240			720		
		PROPOSED			PROPOSED		
CONTROL	REVENUES	ORIGINAL	AMENDMENTS	AMENDED	ORIGINAL	AMENDMENTS	AMENDED
CODES		BUDGET		BUDGET	BUDGET		BUDGET
5700	LOCAL	1,436,000		1,436,000	575,054		575,054
5800	STATE	17,000		17,000	-		-
5900	FEDERAL	1,970,624		1,970,624	-		-
		3,423,624	-	3,423,624	575,054	-	575,054
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		3,628,624	25,000	3,653,624	-		-
36 Co-curricular Activities		-		-	-		-
41 General Administration		-		-	-		-
51 Plant Maintenance		-		-	-		-
52 Security		-		-	-		-
53 Data Processing		-		-	-		-
61 Community Services		-		-	601,389		601,389
71 Debt Services		-		-	-		-
81 Facilities		-		-	-		-
95 Payments to JUV Justice Alt		-		-	-		-
99 Intergovernmental Charges		-		-	-		-
	TOTAL EXPENDITURES	3,628,624	25,000	3,653,624	601,389	-	601,389
FUND BALANCE 08/31/15		1,193,666		1,193,666	141,604		141,604
EST FUND BALANCE		988,666	(25,000)	963,666	115,269	-	115,269

Little Elm Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual
As of June 30, 2016

GENERAL FUND

Fund 1XX

CONTROL CODES	REVENUES	2015-2016 Approved Budget	PERIOD RECEIPTS/ EXPENDITURES	Y-T-D RECEIVED/ ENC + EXP	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT TO TOTAL	PERCENT OF YEAR ELAPSED
5700	LOCAL	33,240,900.00	362,632.06	32,084,655.81	(1,156,244.19)	96.52%	83%
5800	STATE	27,583,080.00	2,771,284.97	19,279,644.23	(8,303,435.77)	69.90%	83%
5900	FEDERAL	1,542,165.00	22,242.04	1,601,050.98	58,885.98	103.82%	83%
TOTAL	REVENUES	62,366,145.00	3,156,159.07	52,965,351.02	(9,400,793.98)	84.93%	83%
	EXPENDITURES						
0011	Instruction	37,693,421.00	2,867,050.91	33,029,422.95	4,663,998.05	87.63%	83%
0012	Library Services	808,145.00	78,522.45	690,608.17	117,536.83	85.46%	83%
0013	Curriculum & Staff Development	822,438.00	77,027.94	641,457.22	180,980.78	77.99%	83%
0021	Instructional Leadership	1,271,652.00	99,939.91	987,897.53	283,754.47	77.69%	83%
0023	School Leadership	4,131,255.00	332,528.53	3,302,161.36	829,093.64	79.93%	83%
0031	Guidance & Counseling	1,756,716.00	111,772.36	1,361,506.81	395,209.19	77.50%	83%
0032	Social Work Services	20,350.00	-	20,164.80	185.20	99.09%	83%
0033	Health Services	504,395.00	13,720.34	468,136.89	36,258.11	92.81%	83%
0034	Student Transportation	1,621,650.00	156,318.87	1,414,335.26	207,314.74	87.22%	83%
0035	Food Services	108,204.00	7,294.78	95,558.25	12,645.75	88.31%	83%
0036	Co-curricular Activities	1,912,345.00	139,751.14	1,625,544.93	286,800.07	85.00%	83%
0041	General Administration	2,760,350.00	217,013.67	2,303,345.40	457,004.60	83.44%	83%
0051	Plant Maintenance	6,755,759.00	553,069.66	5,001,716.15	1,754,042.85	74.04%	83%
0052	Security & Monitoring	531,944.00	14,480.75	299,731.59	232,212.41	56.35%	83%
0053	Data Processing	1,112,183.00	70,883.89	875,505.41	236,677.59	78.72%	83%
0061	Community Service	39,512.00	2,981.38	30,853.69	8,658.31	78.09%	83%
0071	Debt Services	1,323,182.00	1,000.00	1,058,512.12	264,669.88	80.00%	83%
0081	Facility Acquisition	2,513,106.00	64,289.50	1,851,828.07	661,277.93	73.69%	83%
0095	Pmt to Juvenile Justice	32,000.00	4,183.00	24,742.00	7,258.00	77.32%	83%
0099	Intergovernmental Charges	258,000.00	67,002.13	262,214.71	(4,214.71)	101.63%	83%
TOTAL	EXPENDITURES	65,976,607.00	4,878,831.21	55,345,243.31	10,631,363.69	83.89%	83%
	OPERATING TRANSFERS						
7910	Other Resources	3,876,219.00	1,840,208.27	3,516,910.07			
8910	Other Uses	(999,622.00)	-	(999,621.80)			
TOTAL	OPERATING TRANSFERS	2,876,597.00	1,840,208.27	2,517,288.27			
0100	Fund Balance 08/31/15	23,247,360.00	-	23,247,360.00			
3000	Year to Date Fund Bal. (unaudited)	22,513,495.00		23,384,755.98			

**Little Elm Independent School District
General Operating Cash Flow Statement
FY 2015-2016**

	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>	16,220,058.52	15,293,418.67	14,598,824.18	14,776,084.01	25,712,379.08	29,559,471.03	30,005,415.55	26,037,436.38	24,677,516.62	21,579,636.53	-	-	16,220,058.52
RECEIPTS													
Tax Collections	29,961.10	212,127.79	1,440,443.65	15,772,027.90	8,468,334.05	4,426,365.93	403,116.75	243,783.89	149,472.94	204,031.15	-	-	31,349,665.15
Interest	3,418.65	3,606.39	3,421.54	3,490.08	8,438.26	8,768.09	8,230.34	6,987.77	6,482.16	5,430.06	-	-	58,273.34
Other Local Revenue	357,548.13	187,019.48	157,507.43	83,379.92	81,659.40	99,797.63	123,101.20	197,998.01	172,304.19	238,677.58	-	-	1,698,992.97
State Revenue - Available School	-	-	-	131,722.00	40,209.00	40,209.00	181,468.00	122,346.00	129,052.00	196,313.00	-	-	841,319.00
State Revenue - Foundation	4,689,592.00	3,841,342.00	2,030,060.00	-	-	-	-	1,797,251.00	1,182,466.00	2,369,948.00	-	-	15,910,659.00
State Revenue - Debt Service	-	-	-	-	-	117,339.00	-	-	3,575.00	-	-	-	120,914.00
State Revenue - Misc	-	331,319.76	70,521.48	-	-	16,835.00	-	3,600.00	-	365.00	-	-	422,641.24
MAC Receipts/SHARS	31,847.87	19,810.40	834,115.36	30,394.32	12,525.03	23,006.58	27,281.34	15,991.19	40,616.93	8,988.40	-	-	1,044,577.42
Federal Program Revenue	13,638.11	166,138.09	265,405.04	133,097.69	115,621.66	428,599.00	75,971.91	261,506.62	328,226.41	196,176.18	-	-	1,984,380.71
Federal Program Revenue 240	55,788.75	231,085.91	222,380.68	175,343.26	144,379.13	193,988.43	219,250.16	205,228.46	236,550.27	213,156.25	-	-	1,897,151.30
Lunch Revenue - local 240	168,744.89	183,816.64	141,447.11	112,174.76	145,516.04	175,494.23	133,399.55	168,475.69	147,413.30	15,954.45	-	-	1,392,436.66
Payroll Deposits	-	-	-	400.00	341.00	74.63	1,833.30	1,076.67	1,236.67	341.00	-	-	5,303.27
Proceeds Land Sale	-	-	-	-	-	-	-	999,621.80	-	-	-	-	999,621.80
Transfers from Debt Service	-	-	-	5,160.00	-	-	1,000.00	-	10,800.00	-	-	-	16,960.00
Transfers from Investment Acct	-	-	-	-	86,039.83	-	49,614.40	402,133.46	-	-	-	-	537,787.69
Total Revenue	5,350,539.50	5,176,266.46	5,165,302.29	16,447,189.93	9,103,063.40	5,530,477.52	1,224,266.95	4,426,000.56	2,408,195.87	3,449,381.07	-	-	58,280,683.55
DISBURSEMENTS													
Payroll Checks	2,467,271.52	2,805,677.82	2,655,904.77	2,628,105.91	2,656,927.67	2,692,513.28	2,712,378.20	2,679,221.36	2,739,576.64	2,698,004.69	-	-	26,735,581.86
Accounts Payable Checks	2,770,209.66	1,937,833.98	1,642,284.17	1,816,431.06	1,144,170.03	1,189,009.69	1,395,466.88	2,024,876.27	1,671,892.24	1,676,776.83	-	-	17,268,950.81
TRS Deposit	687,652.37	698,620.00	304,366.74	686,557.96	1,069,764.73	695,226.58	691,263.96	690,207.18	694,531.42	692,946.22	-	-	6,911,137.16
IRS Deposit	350,917.85	428,192.94	384,846.78	379,232.93	385,079.02	390,170.95	392,917.08	389,801.51	400,005.66	398,794.51	-	-	3,899,959.23
Bank Charges/ NSF's/Bk Trans	1,127.95	536.21	640.00	567.00	30.00	273.50	220.00	1,814.00	70.00	586.84	-	-	5,865.50
Total Expenditures	6,277,179.35	5,870,860.95	4,988,042.46	5,510,894.86	5,255,971.45	4,967,194.00	5,192,246.12	5,785,920.32	5,506,075.96	5,467,109.09	-	-	54,821,494.56
Cash to TEA	-	-	-	-	-	-	-	-	-	-	-	-	-
Cash Transferred to Debt Service	-	-	-	-	-	117,339.00	-	-	-	-	-	-	117,339.00
Transfers to Investment Accounts	-	-	-	-	-	-	-	-	-	-	-	-	-
Other	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	6,277,179.35	5,870,860.95	4,988,042.46	5,510,894.86	5,255,971.45	5,084,533.00	5,192,246.12	5,785,920.32	5,506,075.96	5,467,109.09	-	-	54,938,833.56
Net Change in Cash	(926,639.85)	(694,594.49)	177,259.83	10,936,295.07	3,847,091.95	445,944.52	(3,967,979.17)	(1,359,919.76)	(3,097,880.09)	(2,017,728.02)	-	-	3,341,849.99
Ending Cash Balance in bank	15,293,418.67	14,598,824.18	14,776,084.01	25,712,379.08	29,559,471.03	30,005,415.55	26,037,436.38	24,677,516.62	21,579,636.53	19,561,908.51	-	-	19,561,908.51
Beginning Cash Balance Lone Star	12,176,981.06	12,178,751.96	12,180,710.16	12,182,679.04	12,185,517.22	12,189,572.77	12,193,812.84	12,198,720.77	12,203,703.26	12,209,114.15	-	-	12,176,981.06
Beginning Cash Balance TexStar	1,379,554.63	1,379,667.36	1,379,796.07	1,379,927.12	1,380,146.04	1,380,464.03	1,380,809.20	1,381,213.83	1,381,633.38	1,382,063.32	-	-	1,379,554.63
Beginning Cash Balance Texas Class	1,810,899.95	1,811,189.24	1,811,518.08	1,811,876.42	1,812,327.77	1,726,921.34	1,727,585.92	1,678,753.95	1,277,320.61	22,282,415.37	-	-	1,810,899.95
Interest Earned Lone Star	1,770.90	1,958.20	1,968.88	2,838.18	4,055.55	4,240.07	4,907.93	4,982.49	5,410.89	5,404.32	-	-	37,537.41
Interest Earned TexStar	112.73	128.71	131.05	218.92	317.99	345.17	404.63	419.55	429.94	446.15	-	-	2,954.84
Interest Earned TexasClass	289.29	328.84	358.34	451.35	633.40	664.58	782.43	700.12	5,094.76	11,554.79	-	-	20,857.90
Transfers out	-	-	-	-	(86,039.83)	-	(49,614.40)	(402,133.46)	-	-	-	-	(537,787.69)
Transfers in	-	-	-	-	-	-	-	-	21,000,000.00	-	-	-	21,000,000.00
Ending Cash Balance Invested	15,369,608.56	15,372,024.31	15,374,482.58	15,377,991.03	15,296,958.14	15,302,207.96	15,258,688.55	14,862,657.25	35,873,592.84	35,890,998.10	-	-	35,890,998.10
TOTAL CASH AVAILABLE	30,663,027.23	29,970,848.49	30,150,566.59	41,090,370.11	44,856,429.17	45,307,623.51	41,296,124.93	39,540,173.87	57,453,229.37	55,452,906.61	-	-	55,452,906.61

**Little Elm Independent School District
Debt Service Cash Flow Statement
FY 2015-2016**

	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>	2,450,561.15	2,464,982.73	2,534,648.15	2,995,378.89	4,983,138.13	1,667,731.22	1,181,147.44	1,308,899.82	1,386,299.16	1,443,765.12	-	-	2,450,561.15
RECEIPTS													
Tax Collections	13,612.51	68,820.77	459,813.59	4,992,409.72	2,684,004.64	1,395,693.42	128,325.41	76,949.86	67,788.39	70,106.17	-	-	9,957,524.48
Interest	809.07	844.65	917.15	509.52	588.45	383.80	426.97	449.48	477.57	485.08	-	-	5,891.74
Bond Refunding	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General Operating	-	-	-	-	-	117,339.00	-	-	-	-	-	-	117,339.00
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	14,421.58	69,665.42	460,730.74	4,992,919.24	2,684,593.09	1,513,416.22	128,752.38	77,399.34	68,265.96	70,591.25	-	-	10,080,755.22
DISBURSEMENTS													
Bank Charges/ NSF's/Bk Trans	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers to Investment Accounts	-	-	-	3,000,000.00	6,000,000.00	2,000,000.00	-	-	-	-	-	-	11,000,000.00
Transfer to General Operating	-	-	-	5,160.00	-	-	1,000.00	-	10,800.00	-	-	-	16,960.00
Total Expenditures & Transfers	-	-	-	3,005,160.00	6,000,000.00	2,000,000.00	1,000.00	-	10,800.00	-	-	-	11,016,960.00
Net Change in Cash	14,421.58	69,665.42	460,730.74	1,987,759.24	(3,315,406.91)	(486,583.78)	127,752.38	77,399.34	57,465.96	70,591.25	-	-	(936,204.78)
<i>Ending Cash Balance in bank</i>	2,464,982.73	2,534,648.15	2,995,378.89	4,983,138.13	1,667,731.22	1,181,147.44	1,308,899.82	1,386,299.16	1,443,765.12	1,514,356.37	-	-	1,514,356.37
Beginning Cash Balance TexPool	2,937,764.48	2,937,969.79	2,938,210.84	2,938,477.65	5,939,319.52	11,941,793.80	11,360,349.71	11,363,507.54	11,366,663.99	11,369,944.96	-	-	2,937,764.48
Interest Earned TexPool	205.31	241.05	266.81	841.87	2,474.28	2,880.93	3,157.83	3,156.45	3,280.97	3,394.72	-	-	19,900.22
Transfers in	-	-	-	3,000,000.00	6,000,000.00	2,000,000.00	-	-	-	-	-	-	11,000,000.00
Transfers out	-	-	-	-	-	(2,584,325.02)	-	-	-	-	-	-	(2,584,325.02)
<i>Ending Cash Balance Invested</i>	2,937,969.79	2,938,210.84	2,938,477.65	5,939,319.52	11,941,793.80	11,360,349.71	11,363,507.54	11,366,663.99	11,369,944.96	11,373,339.68	-	-	11,373,339.68
TOTAL CASH AVAILABLE	5,402,952.52	5,472,858.99	5,933,856.54	10,922,457.65	13,609,525.02	12,541,497.15	12,672,407.36	12,752,963.15	12,813,710.08	12,887,696.05	-	-	12,887,696.05

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
Cash and Investments Reconciliation
as of June 30, 2016

Operating Fund:

Balance per bank	19,561,908.51
Add: Texas Class/MBIA	22,293,970.16
Lone Star	12,214,518.47
TexStar	1,382,509.47
Add: Deposits in Transit	99.54
Taxes in Transit	13,787.50
Less: Outstanding Checks/Wires	(327,844.31)
Balance per Books	55,138,949.34

Interest & Sinking Fund:

Balance per bank	1,514,356.37
Add: Texpool	11,373,339.68
Add: Taxes in Transit	4,705.70
Less: Outstanding Checks	-
Balance per Books	12,892,401.75

Total Balance per Books	68,031,351.09
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LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: June 30, 2016

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
06/01/16	Lone Star		Investment Pool Investment	12,209,114.15	100.0000%	100.0000%	0.0000%	12,209,114.15				
			Withdrawal	-				12,209,114.15				
06/30/16			Interest	5,404.32			0.5400%	12,214,518.47			5,404.32	-
				<u>12,214,518.47</u>				<u>12,214,518.47</u>			<u>5,404.32</u>	<u>-</u>

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
06/01/16	TexSTAR		Investment Pool Investment	1,382,063.32	100.0000%	100.0000%	0.0000%	1,382,063.32				
			Withdrawal	-				1,382,063.32				
06/30/16			Interest	446.15			0.3927%	1,382,509.47			446.15	-
				<u>1,382,509.47</u>				<u>1,382,509.47</u>			<u>446.15</u>	<u>-</u>

Construction Fund 647

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
06/01/16	Texas CLASS		Investment Pool Investment	22,282,415.37	100.0000%	100.0000%	0.0000%	22,282,415.37				
			Withdrawal	-				22,282,415.37				
06/30/16			Interest	11,554.79			0.6300%	22,293,970.16			11,554.79	-
				<u>22,293,970.16</u>				<u>22,293,970.16</u>			<u>11,554.79</u>	<u>-</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: June 30, 2016

Debt Service Fund 511

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
06/01/16	TexPool		Investment Pool	11,369,944.96	100.0000%	100.0000%	0.0000%	11,369,944.96				
			Investment	-				11,369,944.96				
			Withdrawal	-				11,369,944.96				-
06/30/16			Interest	3,394.72			0.3633%	11,373,339.68			3,394.72	
				11,373,339.68				11,373,339.68			3,394.72	-

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 06/30/16
Accounting Period: 06

	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	66,242,364.00	100.00%	472,667.00	100.00%	1,160,321.00	100.00%	17,575.00	100.00%
Period Receipts	4,996,367.34		47,651.95		117,348.90		59.94	
Revenue Received to Date	56,482,261.09	85.27%	346,288.15	73.26%	804,744.64	69.36%	4,196.64	23.88%
Revenues Receivable:	9,760,102.91	14.73%	126,378.85	26.74%	355,576.36	30.64%	13,378.36	76.12%
Expenditure Budget	66,976,229.00	100.00%	472,667.00	100.00%	1,160,321.00	100.00%	17,575.00	100.00%
Period Expenditures	4,878,832.21		18,329.58		77,046.78		104.12	
Exp./Encumbrances to Date	56,344,865.11	84.13%	370,607.78	78.41%	936,349.00	80.70%	7,282.32	41.44%
Balance to Expend:	10,631,363.89	15.87%	102,059.22	21.59%	223,972.00	19.30%	10,292.68	58.56%
Actual Revenue Over (Under) Actual Expenditures & Encumbrances:	137,395.98		(24,319.63)		(131,604.36)		(3,085.68)	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 06/30/16
Accounting Period: 06

	Fund: 244 %		Fund: 255 %		Fund: 263 %		Fund 289 %	
	Voc Ed Basic Grant		Title II TPTR		Title III, Part A LEP/Immigrant		Summer School LEP	
Revenue Budget	50,305.00	100.00%	53,580.00	100.00%	125,530.00	100.00%	4,452.00	100.00%
Period Receipts	-		9,840.69		8,021.06		-	
Revenue Received to Date	25,260.83	50.22%	21,703.72	40.51%	80,133.98	63.84%	4,452.00	
Revenues Receivable:	25,044.17	49.78%	31,876.28	59.49%	45,396.02	36.16%	-	
Expenditure Budget	50,305.00	100.00%	53,580.00	100.00%	125,530.00	100.00%	4,452.00	100.00%
Period Expenditures	185.60		15,295.99		6,332.97		-	
Exp./Encumbrances to Date	48,138.65	95.69%	48,703.29	90.90%	90,766.95	72.31%	-	0.00%
Balance to Expend:	2,166.35	4.31%	4,876.71	9.10%	34,763.05	27.69%	4,452.00	
Actual Revenue Over (Under)								
Actual Expenditures:	(22,877.82)		(26,999.57)		(10,632.97)		4,452.00	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 06/30/16
Accounting Period: 06

	Fund 397 %		Fund 410 %		Fund: 240 %		Fund: 511 %	
	APIB Campus Awards		Instructional Materials		Food Service		Debt Service	
Revenue Budget	3,965.00	100.00%	406,167.00	100.00%	3,423,624.00	100.00%	31,317,273.00	100.00%
Period Receipts	365.00		-		242,076.14		70,490.28	
Revenue Received to Date	3,965.00	100.00%	406,167.24	100.00%	3,400,004.27	99.31%	31,205,393.14	99.64%
Revenues Receivable:	-		-	0.00%	23,619.73	0.69%	111,879.86	0.36%
Expenditure Budget	3,965.00	100.00%	432,218.00	100.00%	3,653,624.00	100.00%	32,516,450.00	100.00%
Period Expenditures	365.00		6,740.22		240,776.59		1,250.00	
Exp./Encumbrances to Date	3,965.00	100.00%	421,724.04	97.57%	3,119,302.00	85.38%	23,700,983.34	72.89%
Balance to Expend:	-		10,493.96	2.43%	534,322.00	14.62%	8,815,466.66	27.11%
Actual Revenue Over (Under)								
Actual Expenditures & Encumbrances:	-		(15,556.80)		280,702.27		7,504,409.80	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 06/30/16
Accounting Period: 06

	Fund: 647 %		Fund: 720 %	
	2012 & 2014 Bonds		Child Care	
Revenue Budget	23,800,000.00	100.00%	575,054.00	100.00%
Period Receipts	11,554.79		48,732.25	
Revenue Received to Date	23,809,510.65	100.04%	480,626.04	83.58%
Revenues Receivable:	-	0.00%	94,427.96	16.42%
Expenditure Budget	23,800,000.00	100.00%	601,389.00	100.00%
Period Expenditures	237,412.48		52,155.97	
Exp./Encumbrances to Date	1,799,733.77	7.56%	532,478.44	88.54%
Balance to Expend:	22,000,266.23	92.44%	68,910.56	11.46%
Actual Revenue Over (Under)				
Actual Expenditures & Encumbrances:	22,009,776.88		(51,852.40)	

Denton County
Monthly Collection Status Report
June 2016

Little Elm ISD

	Collections Month of June	Cumulative Total 10/1/15 thru 06/30/16	% of Tax Levy
Current Tax Year Collections			
Base M&O	137,457.58	30,983,702.51	99.12%
Base I&S	43,469.43	9,798,266.14	
Base I&S Bond	-	-	
P&I M&O	18,275.41	144,770.70	
P&I I&S	5,753.50	29,581.82	
P&I I&S Bond	-	-	
Attorney Fee	794.04	5,739.36	
Subtotal	<u>205,749.96</u>	<u>40,962,060.53</u>	99.56%
Delinquent TaxYears Collections			
Base M&O	30,553.77	168,756.64	
Base I&S	14,681.79	81,056.86	
Base I&S Bond	-	-	
P&I M&O	5,653.27	40,201.01	
P&I I&S	2,705.76	19,127.40	
P&I I&S Bond	-	-	
Attorney Fee	1,484.78	29,028.55	
Other*	-	-	
Subtotal	<u>55,079.37</u>	<u>338,170.46</u>	
Combined Current & Delinquent:			
Base M&O	168,011.35	31,152,459.15	
Base I&S	58,151.22	9,879,323.00	
Base I&S Bond	-	-	
P&I M&O	23,928.68	184,971.71	
P&I I&S	8,459.26	48,709.22	
Attorney Fee	2,278.82	34,767.91	
Other*	-	-	
Total Collections	<u>260,829.33</u>	<u>41,300,230.99</u>	
Original 2015 Tax Levy		<u>41,181,714.37</u>	
Current 2015 Tax Levy		<u>41,143,270.22</u>	

Denton County
Cumulative Comparative Collection Status Report
June 2016

Little Elm ISD

	Tax Year 2015 Collections thru June 2016	% of Tax Levy	Tax Year 2014 Collections thru June 2015	% of Tax Levy
Current Tax Year Collections				
Base M&O + I&S	40,781,968.65	99.12%	36,004,914.56	99.01%
P&I M&O + I&S	174,352.52		144,576.05	
Attorney Fee	5,739.36		10,653.27	
Subtotal	<u>40,962,060.53</u>	99.56%	<u>36,160,143.88</u>	99.44%
Delinquent Tax Years Collections				
Base M&O + I&S	249,813.50		663,258.44	
P&I M&O + I&S	59,328.41		136,036.28	
Attorney Fee	29,028.55		31,707.44	
Subtotal	<u>338,170.46</u>		<u>831,002.16</u>	
Combined Current & Delinquent:				
Base M&O + I&S	41,031,782.15		36,668,173.00	
P&I M&O + I&S	233,680.93		280,612.33	
Attorney Fee	34,767.91		42,360.71	
Other	-		-	
Total Collections	<u>41,300,230.99</u>		<u>36,991,146.04</u>	
Adjusted 2014 Tax Levy			<u>36,364,561.95</u>	
Original 2015 Tax Levy	<u>41,181,714.37</u>			
Current 2015 Tax Levy	<u>41,143,270.22</u>			

Denton County
Levy Outstanding Status Report
June 2016
Little Elm ISD

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 06/01/16	549,191.08	618,796.31
Base M&O + I&S Collections	180,927.01	45,235.56
Supplement/Adjustments	(6,962.50)	(106.79)
Remaining Levy as of 06/30/16	<u>361,301.57</u>	<u>573,453.96</u>
Cumulative (From 10/01/15 thru 06/30/16)		
Original 2014 Tax Levy (as of 10-1-15)	41,181,714.37	568,254.16
Base M&O + I&S Collections	40,781,968.65	249,813.50
Supplement/Adjustments	(38,444.15)	255,013.30
Remaining Levy as of 06/30/16	<u>361,301.57</u>	<u>573,453.96</u>

Renovations / Maintenance Projects

Approved in Original Budget FY 15-16 500,000.00
 Additional Approved Dec 2015 1,500,000.00
 chers additional August days Apr 2016 (600,000.00)
 Point Bank Rent Jun 2016 (20,000.00)
 Additional Approved Jun 2016 1,331,000.00
 2,711,000.00

Expenditures as of 08-01-16

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Brent						
	Brent Repair & Maintenance	The Deal Group	Interior entry renovation	12,942.00	-	12,942.00
	Brent Misc Contr Srvs	Z Floor Co., Ltd	Resurface gym floors		1,366.00	1,366.00
	Brent Misc Contr Srvs	Perkins & Will, Inc.	Architectural Services Design & Graphics	2,830.00		2,830.00
	Brent Playground	LEA Park & Play, Inc.	Playground		72,821.62	72,821.62
	Brent Playground	The Deal Group	Playground - concrete and sidewalk		36,250.00	36,250.00
	Brent Playground	The Deal Group	Playground		23,343.75	23,343.75
	Brent Playground	The Deal Group	Playground - fencing		10,750.00	10,750.00
	Brent Playground	The Deal Group	Playground - drainage/catch basin		14,500.00	14,500.00
	Brent Playground	Hellas Construction, Inc.	Playground - synthetic turf		135,700.00	135,700.00
						310,503.37
Chavez						
	Chavez Repair & Maintenance	The Deal Group	Interior entry renovation	7,842.00	-	7,842.00
	Chavez Misc Contr Srvs	Z Floor Co., Ltd	Resurface gym floors		1,366.00	1,366.00
	Chavez Flooring & Site Work	Will & Perkins, Inc	Architectural services		15,000.00	15,000.00
	Chavez Flooring & Site Work	One Source Flooring	Flooring		368,761.67	368,761.67
	Chavez Flooring & Site Work	The Deal Group	Sidewalk & Covering	9,000.00	18,695.00	27,695.00
	Chavez Flooring & Site Work	Office Depot	Front Furniture		10,488.84	10,488.84
	Chavez Flooring & Site Work	SFCC, Inc.	Texture and Repaint		29,900.00	29,900.00
						461,053.51
Hackberry						
	Hackberry Repair & Maintenance	Haven Landscaping & Irrigation	Irrigation repair and landscaping	83,641.48		83,641.48
	Hackberry Misc Contracted Service	The Deal Group	Exterior signs	13,124.00		13,124.00
	Hackberry Misc Contracted Service	The Deal Group	Catch basin	2,048.00		2,048.00
	Hackberry HVAC Controls	Climatec, LLC	HVAC controls replacement	83,975.00		83,975.00
						182,788.48
High School						
91	LEHS Athletics Repair & Maint	Masterurf Prod & Svc, Inc	Baseball and softball fields repair and maintenance	29,390.00		29,390.00
	Athletics Graphics LEHS	Waterboy Graphics LLC	Graphics, Athletics, Band, Theatre, Choir & Dance		25,903.35	25,903.35
	LEHS Misc Contr Srvs	The Deal Group	LEHS electrical service work	18,027.94		18,027.94
	LEHS Misc Contr Srvs	Z Floor Co, Ltd	Resurface gym floors		3,871.00	3,871.00
	LEHS Landscaping	The Deal Group	Landscaping 5 flower beds	8,852.00		8,852.00
	LEHS Landscaping	The Deal Group	Regrading at LEHS	2,368.00		2,368.00
	LEHS Gym Lighting	Facility Solutions Group	Replace lighting in gym	51,719.44		51,719.44
	LEHS Gym Lighting	Corgan Associates, Inc	Replace lighting in gym - architect	300.00		300.00
	LEHS Gym Lighting	Corgan Associates, Inc	Replace lighting in gym - architect	4,033.43		4,033.43
	LEHS Gym Lighting	Corgan Associates, Inc	Replace lighting in gym - architect	763.13		763.13
						145,228.29
Lakeside						
	Middle School Misc Contracted Service	The Deal Group	Lakeside MS serving line	5,493.00		5,493.00
	Middle School Misc Contracted Service	The Deal Group	7 LED wall packs with photo cell control	4,642.00		4,642.00
	Middle School Misc Contracted Service	Z Flooring Co., Ltd	Resurface gym floors		3,068.00	3,068.00
	Lakeside Irrigation System	The Deal Group	Irrigation	7,633.00		7,633.00
	Middle School Restrooms	Corgan Associates, Inc	Architectural services	2,508.58		2,508.58
	Middle School Restrooms	Corgan Associates, Inc	Architectural services	6,100.00		6,100.00
	Middle School Restrooms	Corgan Associates, Inc	Architectural services	3,450.00		3,450.00
	Middle School Restrooms	Corgan Associates, Inc	Architectural services	5,563.25		5,563.25
	Middle School Restrooms	Corgan Associates, Inc	Architectural services	3,250.00		3,250.00
	Middle School Restrooms	Corgan Associates, Inc	Architectural services	350.00		350.00
	Middle School Restrooms	Corgan Associates, Inc	Architectural services	261.25		261.25
	Middle School Restrooms	Corgan Associates, Inc	Architectural services	629.84		629.84
	Middle School Restrooms	Corgan Associates, Inc	Architectural services	100.00		100.00
	Lakeside MS Light Pole	SFCC, Inc.	Remove light poles	23,600.00		23,600.00
						66,648.92
Maintenance						
	Facilities Assessments	Glenn Engineering	Facilities Assessments	27,000.00		27,000.00
	Furn & Equip Maint	PAC-VAN Inc.	Storage Containers	10,450.00		10,450.00
						37,450.00
Oak Point						

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
	Oak Point Canope	The Deal Group	Oak Point canope	25,796.00		25,796.00
	Oak Point Flooring	One Source	Flooring		-	-
	Oak Point Flooring	Studio B Architecture	Flooring		2,500.00	2,500.00
						28,296.00
Powell						
	Middle School Misc Contracted Service	The Deal Group	Powell Exterior Sign	531.00		531.00
	Middle School Misc Contracted Service	SFCC, Inc.	Powell Install Bulletin Boards	11,612.00		11,612.00
	Powell Roof	CBS Roofing	Roof repair	68,515.00		68,515.00
	Powell Renovations Interior	The Deal Group	Room 210 architectural, electrical and data	9,068.75		9,068.75
	Powell Renovations Interior	The Deal Group	Room 115 architectural	4,531.25		4,531.25
	Powell Kitchen Remodel	Corgan Associates, Inc.	Architectural serivces	1,375.00		1,375.00
	Powell Kitchen Remodel	Corgan Associates, Inc.	Architectural serivces	600.00		600.00
	Powell Kitchen Remodel	Corgan Associates, Inc.	Architectural serivces	250.00		250.00
	Powell Kitchen Remodel	Corgan Associates, Inc.	Architectural serivces	2,900.00		2,900.00
	Powell Kitchen Remodel	The Deal Group	Slab inspection	533.00		533.00
	Powell Kitchen Remodel	The Deal Group	Kitchen renovation	8,300.00		8,300.00
	Powell Kitchen Remodel	The Deal Group	Kitchen renovation	26,744.50		26,744.50
	Powell Kitchen Remodel	The Deal Group	Kitchen renovation	67,048.13		67,048.13
						202,008.63
Prestwick						
	Prestwick STEM Canope	The Deal Group	Prestwick canope	24,956.00		24,956.00
	Band Storage Cabinets	Wenger Corporation	Prestwick band storage	40,399.00		40,399.00
	Prestwick Portable	Ramtech Building Systems, Inc.	Portable classroom		213,910.00	213,910.00
	Prestwick Portable	Ramtech Building Systems, Inc.	Portable deck and ramp assembly		3,880.00	3,880.00
	Prestwick Portable	Office Depot, Inc.	Classroom Furniture		63,228.83	63,228.83
	Prestwick Outdoor Classroom	VLK Architects	Architectural services	26,750.00		26,750.00
						373,123.83
Zellers						
	Zellers Misc Contracted Service	The Deal Group	Lobo Lane signs	11,660.03	-	11,660.03
	Zellers Misc Contracted Service	Perkins & Wills	School graphics	5,116.44		5,116.44
	Zellers Misc Contracted Service	Perkins & Wills	School graphics	6,544.12		6,544.12
	Zellers Misc Contracted Service	Perkins & Wills	School graphics	480.00		480.00
	Zellers Misc Contracted Service	Perkins & Wills	School graphics	11,866.56		11,866.56
	Zellers Misc Contracted Service	The Deal Group	Steel beam work, light fixtures	4,766.00		4,766.00
	Zellers Misc Contracted Service	Corgan Associates, Inc	Reception Area	375.00		375.00
	Zellers Misc Contracted Service	Corgan Associates, Inc	Reception Area	2,100.00		2,100.00
	Zellers Misc Contracted Service	Corgan Associates, Inc	Reception Area	5,079.34		5,079.34
	Zellers Misc Contracted Service	Corgan Associates, Inc	Reception Area Courier Fees	47.38		47.38
	Zellers - Concrete Sidewalk	The Deal Group	Front entry concrete	46,843.75		46,843.75
	Zellers - Concrete Sidewalk	The Deal Group	Front entry concrete	1,683.75		1,683.75
	Zellers - Concrete Sidewalk	Corgan Associates, Inc	Front entry concrete - architect	400.00		400.00
	Zellers Renov - Curriculum	The Deal Group	Renovations Curriculum Dept	28,896.25		28,896.25
	Zellers Renov - Curriculum	The Deal Group	Renovations Curriculum Dept	5,478.30		5,478.30
	Zellers Renov - Curriculum	The Deal Group	Renovations Curriculum Dept	4,680.00		4,680.00
	Zellers Renov - Curriculum	The Deal Group	Renovations Curriculum Dept	552.39		552.39
	Zellers Renov - Curriculum	The Deal Group	Renovations Curriculum Dept	437.50		437.50
	Zellers Renov - Curriculum	Corgan Associates, Inc	Renovations Curriculum Dept - architect	600.00		600.00
	Zellers Renov - Curriculum	The Deal Group	Renovations Curriculum Dept	2,062.50		2,062.50
	Zellers Renov - Curriculum	The Deal Group	Renovations Curriculum Dept	9,875.00		9,875.00
	Zellers Renov - Curriculum	The Deal Group	Renovations Curriculum Dept	7,640.00		7,640.00
	Zellers Renov - Curriculum	Corgan Associates, Inc	Renovations Curriculum Dept - architect	261.25		261.25
	Zellers Renov - Curriculum	The Deal Group	Renovations Curriculum Dept	2,495.00		2,495.00
	Zellers Renov - Technology	The Deal Group	Renovations Technology Dept	50,195.73	2,031.77	52,227.50
	Zellers Renov - Bus Srvs	The Deal Group	Renovations Business Services	5,725.00		5,725.00
	Zellers Renov - Bus Srvs	The Deal Group	Renovations Business Services	2,487.50		2,487.50
						220,380.56
	Total			970,145.76	1,057,335.83	2,027,481.59

Balance Per TxEIS 683,518.41

Furniture & Equipment Purchases

Approved in Original Budget FY 15-16 **252,001.00**
 Additional Approved Dec 2015 **500,000.00**
752,001.00

Expenditures as of 08-01-16

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Athletics						
	Athletic Complex Equipment	The Deal Group, LLC	TVs for Athletic Complex - 3 Concession, 1 Ticket Booth, 1 Pro Shop	6,167.00	-	6,167.00
						6,167.00
Brent						
196-11-6398-00-103-611000	Brent Classroom	Office Depot, Inc.	Classroom Furniture		30,960.14	30,960.14
196-11-6398-00-103-611000	Brent Classroom	Office Depot, Inc.	Classroom Furniture		2,435.16	2,435.16
						33,395.30
Chavez						
	Chavez Contracted Services	The Deal Group, LLC	Basketball Goals	1,809.20	-	1,809.20
						1,809.20
Hackberry						
	Hackberry Classroom Furniture	Office Depot, Inc	Furniture for Collaborative Areas	73,590.38		73,590.38
	Hackberry Cafeteria	Office Depot, Inc	Cafeteria Tables	23,855.80		23,855.80
	Chavez Contracted Services	C&R Services	Airphone Video Entry System	1,257.50	-	1,257.50
						98,703.68
High School						
03	LEHS Classroom Science Room	Office Depot Inc	Science Room Tables & Chairs	16,868.11		16,868.11
	LEHS Classroom Science Room	Office Depot Inc	Science Room Stools	3,378.00		3,378.00
	LEHS PLC Room	Office Depot Inc	PLC Room Furniture	21,218.47		21,218.47
	Band Trailer Modifications	Martin Truck Ent of Boyd, Inc.	Band Trailer Modifications	36,109.38		36,109.38
	LEHS Contracted Services	C&R Services	Camera Main Hallway	280.00		280.00
	LEHS Contracted Services	C&R Services	Advitia VP 16 Encoder	5,261.40		5,261.40
	LEHS Contracted Services	C&R Services	Airphone Video Entry System	3,063.09		3,063.09
	LEHS Contracted Services	C&R Services	Indoor/Outdoor Cameras Near Cafeteria	485.81		485.81
	LEHS Contracted Services	C&R Services	Airphone Video Entry System	1,538.09		1,538.09
	LEHS Security Equip	CDW Government, Inc.	Security Equipment	2,624.75		2,624.75
	LEHS Security Equip	CDW Government, Inc.	Security Equipment	(16.57)		(16.57)
	LEHS Security Equip	CDW Government, Inc.	Security Equipment		2,391.60	2,391.60
						93,202.13
Lakeside						
	Middle School Contraced Services	C&R Services	Advitia VP16 Encoder	1,335.35		1,335.35
	Middle School Contraced Services	Office Depot	AVID Desks and Chairs		10,643.80	10,643.80
	Middle School Contracted Services	Office Depot	Airphone Video Entry System	3,510.00		3,510.00
						15,489.15
Lakeview						
	Lakeview Contracted Services	C&R Services	Airphone Video Entry System	2,248.09		2,248.09
						2,248.09
Maintenance						
	Equipment Maint	Sam Pack's Five Star Ford	Maintenance Vehicles - 4 Transit Connect Cargo, 1 Transit Connect 5 Passenger	133,520.24		133,520.24
	Equipment Maint	Sam Pack's Five Star Ford	2 F-150 Crew Cabs	67,692.17		67,692.17
						201,212.41

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Oak Point						
	Oak Point Teacher's Lounge	Office Depot	Teacher's Lounge Furniture	6,285.11		6,285.11
	Oak Point Install TV Break/PLC	RAB Group, Inc.	Order TV for Break/PLC Room	1,545.20		1,545.20
	Oak Point Contracted Services	C&R Services	Airphone Video Entry System	2,248.09		2,248.09
						10,078.40
Powell						
	Powell Furniture Collaborative	Office Depot	Collaborative Area Furniture	7,755.77		7,755.77
	Powell Furniture Collaborative	Office Depot	Collaborative Area Furniture	5,464.53		5,464.53
	Powell Furniture	Office Depot	Conference Room Furniture	15,576.27		15,576.27
	Powell Furniture	Office Depot	Principal Offices and Vestibule	16,566.09		16,566.09
	Middle School Contracted Services	Office Depot	Airphone Video Entry System	3,057.50		3,057.50
						48,420.16
Prestwick						
	Prestwick Contracted Services	RAB Group, Inc.	Install Art Room TV with Speakers		6,318.95	6,318.95
	Prestwick STEM Classroom	Wilson Office Interiors, LLC	Prestwick classroom furniture	27,253.45		27,253.45
						33,572.40
Zellars						
	Student Services TVs	RAB Group, Inc.	Install TV's at LEHS and Zellars for Student Services Dept	5,555.00		5,555.00
	Human Resources Furniture	Office Depot	HR Dept Conference Room Furniture	4,945.39		4,945.39
	Business Srvs Furniture	Wilson Office Interiors, LLC	Business Services Dept Office Furniutre	14,022.90	1,515.47	15,538.37
	Business Srvs Furniture	Wilson Office Interiors, LLC	Business Services Dept File Cabinets	5,676.65		5,676.65
	Curriculum Furniture	Office Depot	Curriculum Dept Office Furniture	75,220.65		75,220.65
	Curriculum Furniture	Office Depot	Curriculum Dept Office Furniture		2,698.53	2,698.53
	Curriculum Furniture	Office Depot	Curriculum Dept Office Furniture	3,463.01		3,463.01
	Curriculum Furniture	The Deal Group	White board trays	354.00		354.00
	Technology Furniture	Office Depot	Technology Dept Office Furniture	50,856.47		50,856.47
						164,308.07
	Total			651,642.34	56,963.65	708,605.99

Balance Per TxEIS 43,395.01

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Business Item	Action	Reports, Routine Monthly	Discussion
08-22-2016	☐	☐	☒	☐	☐
Subject:	DONATION OF EASEMENT AT PRESTWICK SCHOOL SITE				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CCA (LEGAL)				
Summary:	CoServ is requesting, through the developer Matthews Southwest (The Tribute), for a utility easement at Prestwick school site. The easement is 15' wide and approximately 0.642 acres. The area falls within the building setback and landscape buffer, i.e. non-buildable land.				
Financial Implications:	There is no financial implication to Little Elm ISD. The developer is picking up the cost of installing the utilities. By granting this utility easement, Little Elm ISD will have the ability to use the 600 amp line for future facilities. Internal electrical easements can be abandoned, allowing for more buildable area.				
Attachments:	Easement Agreement (under separate cover)				
Recommendation:	The Administration recommends the donation of a utility easement to CoServ at Prestwick school site.				
Motion:	I move that the Board approve the donation of a utility easement to CoServ at Prestwick school site.				

Board Agenda Item

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

Board Mtg. Date 08-22-2016	Reports of the Superintendent ☐	Action Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Other ☐
Subject:	TEXAS A&M AGRILIFE EXTENSION ADJUNCT FACULTY RESOLUTION				
Presenter or Contact Person:	Cyndy Mika, Assistant Superintendent				
Policy/Code:	EEL (LEGAL), 19 TAC Chapter 76.1				
Summary:	Resolution for 4H in LEISD to be overseen by the Texas A&M AgriLife Extension. This resolution allows the school district to recognize county extension agents as adjunct staff members and to count students participating in 4H/Extension educational activities "in attendance" for foundational school program purposes.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Texas A&M AgriLife Extension Adjunct Faculty Memorandum Texas A&M AgriLife Extension Adjunct Faculty Resolution				
Recommendation:	The Administration recommends approval of the Texas A&M AgriLife Extension Adjunct Faculty Resolution.				
Motion:	I move the Board approve the Texas A&M AgriLife Extension Adjunct Faculty Resolution.				



Denton County Adjunct Staff Member Status



MEMORANDUM TO: Little Elm Independent School District Superintendents and School Boards

FROM: Jessica Kimbro, County Extension Agent, 4-H and Youth Development Program

DATE: August 1, 2016

The State Board of Education passed an amendment to 19 TAC§129.21 (k) (1). Requirements for Student Attendance Accounting for State Funding Purposes allows public school students to be considered "in attendance" when participating in off-campus activities with an adjunct staff member of the school district. Section 3 of the Student Attendance Handbook states:

- (4-12) The student is participating in an activity which is approved by the local board and is under the direction of a professional staff member of the school district or an adjunct staff member. This adjunct staff member must have a minimum of a bachelor's degree and be eligible for participation in the Teacher Retirement System of Texas.
- (4-13) Student participating in any activity which is not approved by the local school board and/or without certified district personnel supervision are counted absent [see 4-12]. To qualify for funding purposes, the certified district staff member/adjunct staff member must be accompanying the students as an official of the school district for the specific purpose of supervising the students and must be approved by the school board to supervise the activity. For example, students participating in 4-H activities which are supervised solely by a county Extension agent are reported present.

This amendment provides local school boards the opportunity to recognize county Extension Agents as adjunct staff members and to count students participating in 4-H/Extension educational activities "in attendance" for Foundation School Program purposes.

Denton County requests adjunct staff member status for the county Extension Agents for the school year 2016-2017. The following faculties are eligible for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor's degree.

Name: **Jessica Kimbro** Title: County Extension Agent Degree: M.S. in Agriculture Consumer Resources Date: 2013 Institution: Tarleton State University

Name: **Janet Laminack** Title: County Extension Agent Degree: M.Ed. Date: 2005 Institution: Texas A&M University

Name: **Courtney Davis** Title: County Extension Agent Degree: M.S. in Adult Education Date: 2009 Institution: Texas A&M University-Texarkana

Name: **David Annis Jr.** Title: County Extension Agent Degree: M.S. in Agriculture Date: 1996 Institution: Arkansas State University

I hope the **Little Elm Independent School District** will accept this request. Please let me know if you would like to schedule an appointment to discuss the amendment and request or if you need further information.

Sincerely,

Jessica Kimbro,
County Extension Agent
4-H and Youth Development



Jessica Kimbro, County Extension Agent
4-H and Youth Development Program
Joseph A. Carroll Administration Building
401 W. Hickory Street, Suite 125
Denton, Texas 76201-9026
August 1, 2016

Little Elm Independent School District
Superintendents and School Boards

Dear Superintendent Strike:

On behalf of the 4-H members of Denton County, I/we hereby respectfully request that the 4-H organization, by the attached resolution, be sanctioned as an extracurricular activity. The enclosed RESOLUTION should be presented for consideration at the next scheduled meeting of the Board of Trustees of the (name of school district). I/we further request that questions regarding this RESOLUTION be directed to me/us in a timely manner so that I/we may prepare and present an appropriate response so as not to delay action on this request.

Finally, I/we request that a signed copy of this RESOLUTION, along with a copy of the minutes of the Board meeting, be forwarded to me/us for my/our files.

Thank you and members of the Board of Trustees for your consideration of this request.

Sincerely,

Jessica Kimbro
County Extension Agent
4-H and Youth Development

Enclosure(s):

**ADJUNCT FACULTY AGREEMENT
RESOLUTION** (Regarding EXTRACURRICULAR STATUS OF 4-H ORGANIZATION)

Please return the enclosures with Board Minutes to Jessica Kimbro, County Extension Agent



Jessica Kimbro,
County Extension Agent
4-H and Youth Development
Joseph A. Carroll Administration Building
401 W. Hickory Street, Suite 125
Denton, Texas 76201-9026
August 1, 2016

ADJUNCT FACULTY AGREEMENT

THE STATE OF TEXAS
COUNTY OF DENTON

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Little Elm Independent School District, hereinafter referred to as "District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual as an adjunct member of the Little Elm Independent School District. Upon consideration and vote in favor of

Jessica Kimbro, County Extension Agent, 4-H and Youth Development
Janet Laminack, County Extension Agent, Horticulture
Courtney Davis, County Extension Agent, Family and Consumer Science
David Annis Jr., County Extension Agent, Agriculture and Natural Resources

are hereby named as adjunct faculty member of the Little Elm Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the 22nd day of August and end on the day 26th of May, being the end of the 2016-2017 academic year.
2. Adjunct faculty member will receive no compensation, salary, or remuneration from Little Elm Independent School District.
3. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas AgriLife Extension Service.
4. **Adjunct faculty member shall be under the direct supervision of Hurley Miller, District Extension Administrator of District IV.**
5. Adjunct faculty member shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas AgriLife Extension Service employees. **District shall have no responsibility for any of such benefits or plans.**

Adjunct faculty member shall direct the activities and participation of students of the school district in sponsored and approved activities as designated from time to time by adjunct faculty members for which notice shall be given to School District administrative personnel. Adjunct faculty members' activities and participation with students of the School District are directed, supervised, and controlled by and through supervisory personnel of Texas AgriLife Extension Service pursuant to the supervisory authority of the District Extension Administrator or County Extension Director. Adjunct faculty member is not the employee of the School District, and School District does not nor shall not supervise, direct or control the activities and/or participation of such Denton County Extension Agent(s) who have/has been herein designated as an adjunct faculty member.

ADJUNCT FACULTY AGREEMENT

The State of Texas
County of Denton
From Jessica Kimbro, CEA
4-H Youth and Development
August 1, 2016
Page 2

This appointment is made by the Independent School District by and through the Board of Trustees of said district for the benefit of allowing voluntary student participation in programs conducted by the Texas AgriLife Extension Service in recognition of the educational benefits arising from such participation and activities and/or directed by the Texas AgriLife Extension Service. This appointment is made in accordance with the provisions of Section 129.21 (k) (1) of the Texas Administrative Code authorizing the school to deem such participating students in attendance for foundation school program purposes.

This appointment of the herein named Denton County Extension Agent(s) Texas AgriLife Extension Service Employee is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by Little Elm Independent School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Signed this 8th day of August, 2016.

Little Elm Independent School District

BY: Cindy A. Mika

Its: Assistant Superintendent for Curriculum
& Learning

Adjunct Faculty Appointment Accepted By:

Jessica Kimbro, County Extension Agent

Janet Laminack, County Extension Agent

Courtney Davis, County Extension Agent

David Annis Jr., County Extension Agent

Approved:

Hurley Miller, District Extension Agent, District IV

Texas A&M AgriLife Extension Service

**RESOLUTION
Regarding
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION**

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the

LITTLE ELM INDEPENDENT SCHOOL DISTRICT

(Complete name of school district)

meeting in public with a quorum present and certified, did adopt this resolution that recognizes the Denton County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

Participation by 4-H members under provisions of this resolution are subject to all rules and regulations set forth under the 19 Texas Administrative Code as interpreted by this Board and designated officials of this school district whose rules shall be final.

Approved this _____ day of _____, 20____.

(For Board of Trustees)

(Superintendent)

Board Agenda Item

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

	Reports of the Superintendent	Business Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 08-22-2016	☐	☐	☒	☐	☐
Subject:	OFF CAMPUS PE SITE APPROVAL				
Presenter or Contact Person:	Dr. Cyndy Mika, Assistant Superintendent for Curriculum and Learning Services				
Policy/Code:	EIA				
Summary:	Students may complete an application for off-site PE if they are involved in competitive sports. The sites are approved on a three year term by TEA. There are two levels of Off-Campus PE: • Category 1: students who practice 10 or more hours per week (a minimum of 4 days during the school week) receive PE credit and one (1) period off per day • Category 2: students who practice 5-10 hours per week (a minimum of 4 days during the school week) receive PE credit but do not receive any time off from school.				
Financial Implications:	N/A				
Attachments:	Under Cover				
Recommendation:	The administration recommends approval of Off-Campus PE Sites as submitted.				
Motion:	I move the Board approve the Off-Campus PE Sites as submitted.				

Specifics to the filling out of the form

- To check the proper box, double click or right click and under “Default Value” click checked, or not checked.
- When referring to EM-S ISD as “the District”, capitalize District.
- OTHER includes anything other than the four main categories listed at the top.
- Capitalize all titles, even when following the person’s name.
- Use dashes in all dates 00-00-0000
- Space between paragraphs

Board Agenda Item

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

Board Mtg. Date 8-22-2016	Reports of the Superintendent ☐	Action Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Other ☐
Subject:	2016-2017 STUDENT CODE OF CONDUCT				
Presenter or Contact Person:	Ross Roberts, Assistant Superintendent for Student and Administrative Services				
Policy/Code:	FO (LEGAL)				
Summary:	The Board shall adopt a Student Code of Conduct for a district.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	The Administration recommends the Board approve the 2016-2017 Student Code of Conduct as submitted.				
Motion:	I move the Board approve the 2016-2017 Student Code of Conduct as submitted.				



2016-2017
STUDENT CODE OF CONDUCT

ACKNOWLEDGMENT

Student Code of Conduct Electronic Distribution

Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or appropriate campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student's school.

Thank you.

Dr. Lowell Strike

We acknowledge that we have been offered the option to receive a paper copy of the Little Elm ISD Code of Conduct for the 2016–2017 school year or to electronically access it on the district's website at <http://www.littleelmisd.net/domain/884>. We understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

We have chosen to:

- ☐ Receive a paper copy of the Student Code of Conduct.
- ☐ Accept responsibility for accessing the Student Code of Conduct on the district's website.

Print name of student: _____

Signature of student: _____

Print name of parent: _____

Signature of parent: _____

Date: _____

School: _____

Grade level: _____

Please sign this page, remove it, and return it to the student's school. Thank you.

ACKNOWLEDGMENT

Student Code of Conduct Hardcopy Distribution

Dear Student and Parent:

As required by state law, the board of trustees has officially adopted the Student Code of Conduct in order to promote a safe and orderly learning environment for every student.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about the required conduct and consequences for misconduct, we encourage you to ask for an explanation from the student's teacher or appropriate campus administrator.

The student and parent should each sign this page in the space provided below, and then return the page to the student's school.

Thank you.

Dr. Lowell Strike

We acknowledge that we have received a copy of the Little Elm ISD Student Code of Conduct for the 2016–2017 school year and understand that students will be held accountable for their behavior and will be subject to the disciplinary consequences outlined in the Code.

Print name of student: _____

Signature of student: _____

Print name of parent: _____

Signature of parent: _____

Date: _____

School: _____

Grade level: _____

Please sign this page, remove it, and return it to the student's school. Thank you.

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STUDENT CODE OF CONDUCT

Purpose

The Student Code of Conduct is the district's response to the requirements of Chapter 37 of the Texas Education Code.

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

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

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

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

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

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

School District Authority and Jurisdiction

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district maintains a current list of the persons serving as a campus behavior coordinator in the student handbook or on the district's website at <http://www.littleelmsd.net/domain/884>.

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

The district has disciplinary authority over a student:

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

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

The district has the right to search a student's locker or desk when there is reasonable cause to believe it contains articles or materials prohibited by the district.

Reporting Crimes

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

Revoking Transfers

The district has the right to revoke the transfer of a non-resident student and an intra-district transfer for violating the district's Code of Conduct.

'Parent' Defined

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

Participating in Graduation Activities

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

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

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

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

See **DAEP—Restrictions During Placement** on page 21, for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

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

LITTLE ELM INDEPENDENT SCHOOL DISTRICT

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

As Lobos we VALUE...

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

General Conduct Violations

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

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

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

Property Offenses

Students shall not:

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

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon;
- An air gun or BB gun;
- Ammunition;
- A stun gun;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists. (For weapons and firearms see DAEP Placement and Expulsion.)

Possession of Telecommunications or Other Electronic Devices

- Students in grades 6-12 may display and use telecommunication devices in non-instruction settings and for instruction with the express permission of the teacher
- Students in grades PK-5 may not display or use telecommunication devices during the school ay unless expressly approved by the principal or designee

- To maintain security and protect the students, cell phones and the other devices addressed in the above regulation are not allowed in testing situations [see explanation at the end of this document]
- Using any device that permits recording the voice or image of another in any way that either disrupts the educational environment invades the privacy of others or is made without the prior consent of the individuals being recorded is prohibited
- Using any device that permits recording the voice or image to take, disseminate, transfer, or share audio, images, video, or photographs that reveal private parts of the body that are ordinarily covered by clothing (aka: “sexting”) is prohibited
- Electronic equipment, including telecommunication devices, are subject to search in the event school administrators believe reasonable suspicion exists to support the search

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

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

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.

- Attempt to alter, destroy, or disable district technology resources including but not limited to computers and related equipment, district data, the data of others, or other networks connected to the district's system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the Internet or other electronic communications to threaten district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment.
- Send, post, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment.
- Use e-mail or websites to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment.

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

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

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

Discipline Management Techniques

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

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

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Student Code of Conduct. To the extent any conflict exists, state and/or federal law shall prevail.

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

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

Techniques

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

- Verbal correction, oral or written.
- Cooling-off time or "time-out."
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.

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

Notification

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

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

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints

regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office or through *Policy On Line* at the following address: <http://pol.tasb.org/Home/Index/393>

Consequences shall not be deferred pending the outcome of a grievance.

Removal from the School Bus

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

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

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

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

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

Within three school days of the formal removal, the campus behavior coordinator or appropriate administrator shall schedule a conference with the student's parent; the student; the teacher, in the case of removal by a teacher; and any other administrator.

At the conference, the campus behavior coordinator or appropriate administrator shall inform the student of the misconduct for which he or she is charged and the consequences. The student shall have an opportunity to give his or her version of the incident.

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

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

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

Returning Student to Classroom

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

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

Out-of-School Suspension

Misconduct

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

Process

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

Before being suspended a student shall have an informal conference with the campus behavior coordinator or appropriate administrator, who shall advise the student of the conduct of which he or she is accused. The student shall be given the opportunity to explain his or her version of the incident before the administrator's decision is made.

The number of days of a student's suspension shall be determined by the campus behavior coordinator, but shall not exceed three school days.

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.

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

Disciplinary Alternative Education Program (DAEP) Placement

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

For purposes of DAEP, elementary classification shall be kindergarten (if six years old) –grade 5 and secondary classification shall be grades 6–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

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

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct TEC 37.01(A)(4)

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses involving injury to a person in Title 5 (see glossary) of the Texas Penal Code, that occurs off

Placement

school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See glossary.)
- Commits the following offenses on school property or within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see glossary) under Texas Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person, or possesses, uses, or is under the influence of marijuana, a controlled substance, or a dangerous drug in an amount not constituting a felony offense. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (School-related felony drug offenses are addressed in the Expulsion section.) (See glossary for "under the influence.")
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol, if the conduct is not punishable as a felony offense. (School-related felony alcohol offenses are addressed in the Expulsion section.)
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure.
- Engages in expellable conduct and is between six and nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in the Expulsion section of this Code.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see glossary) of the Texas Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:

Placement

1. The student receives deferred prosecution (see glossary),
2. A court or jury finds that the student has engaged in delinquent conduct (see glossary), or
3. The superintendent or designee has a reasonable belief (see glossary) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

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

Emergencies

In an emergency, the principal or the principal's designee may order the immediate placement of a student in a DAEP for any reason for which placement in a DAEP may be made on a nonemergency basis.

Process

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

Conference

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

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

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

Consideration of Mitigating Factors

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.

Placement

Placement Order

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

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

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

Coursework Notice

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

Length of Placement

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

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

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

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

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that:

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

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

Exceeds School Year

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

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

Placement

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

Exceeds 60 Days

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

Appeals

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

Appeals regarding the decision to place a student in a DAEP should be addressed to the superintendent or designee in accordance with policy FOC(LEGAL).

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the campus behavior coordinator's office, the central administration office, or through *Policy On Line* at the following address: <http://pol.tasb.org/Home/Index/393>.

Appeals shall begin at Level II with the board's designee.

Disciplinary consequences shall not be deferred pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the Level II Hearing Officer.

Restrictions during Placement

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

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who has transportation designated as a related service in the student's IEP.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

Placement Review

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

*Placement***Additional Misconduct**

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

Notice of Criminal Proceedings

The office of the prosecuting attorney shall notify the district if a student was placed in a DAEP for certain offenses including any felony, unlawful restraint, indecent exposure, assault, deadly conduct, terroristic threats, organized crime, certain drug offenses, or possession of a weapon, and:

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

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

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

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

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

Withdrawal during Process

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then reenrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that

Placement

has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

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

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

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

Emergency Placement Procedure

When an emergency placement occurs, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

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

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

Newly Enrolled Student

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

Appeal

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

Certain Felonies

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

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

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

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

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

Hearing and Required Findings

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

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

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

Length of Placement

The student is subject to the placement until:

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

Newly Enrolled Students

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

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the campus behavior coordinator shall take into consideration0.:

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct. TEC 37.01(A)(4)

Discretionary Expulsion: Misconduct That May Result in Expulsion

Any Location

A student **may** be expelled for:

- Engaging in the following, no matter where it takes place:
 - Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
 - Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student, without regard to where the conduct occurs:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security.
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

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

Within 300 Feet of School

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

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Use or possession of a firearm (as defined by state law), an illegal knife, a club, or prohibited weapon, or possession of a firearm (as defined by federal law).

Property of Another District

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

While in DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

Under the Texas Penal Code

- Using or possessing the following, as defined by the Texas Penal Code:
 - A firearm (any device designed, made, or adapted to expel a projectile through a barrel by using the energy generated by an explosion or burning substance or any device readily convertible to that use), unless the use, exhibition, or possession of the firearm occurs at an off-campus approved target range facility while participating in or preparing for a school-sponsored shooting sports competition or a shooting sports educational activity that is sponsored or supported by the

Parks and Wildlife Department or a shooting sports sanctioning organization working with the department.

- An illegal knife, which includes a knife with a blade over 5½ inches; hand instrument, designed to cut or stab another by being thrown; dagger, including but not limited to a dirk, stiletto, and poniard; bowie knife; sword; or spear.
- A club such as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, including a blackjack, nightstick, mace, and tomahawk. (See glossary.)
- A prohibited weapon, such as an explosive weapon, a machine gun, a short-barrel firearm, a firearm silencer, knuckles, armor-piercing ammunition, a chemical dispensing device, a zip gun, or a tire deflation device. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See glossary.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or children.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

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

Emergency

In an emergency, the principal or the principal's designee **may** order the immediate expulsion of a student for any reason for which expulsion may be made on a nonemergency basis.

Process

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

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

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

Hearing

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

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

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

The board of trustees delegates to the superintendent or designee authority to conduct hearings and expel students.

Board Review of Expulsion

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

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

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board

shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

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

1. Self-defense (see glossary),
2. Intent or lack of intent at the time the student engaged in the conduct, and
3. The student's disciplinary history.

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

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

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal during Process

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

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

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

Additional Misconduct

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

Restrictions during Expulsion

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

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

Newly Enrolled Students

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

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

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

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

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

Emergency Expulsion Procedures

When an emergency expulsion occurs, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

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

Student Re-entering from Expulsion or Incarceration

A student who enrolls or returns to the district after being expelled or incarcerated shall be assigned to a 15-day transition placement in DAEP. The focus of this placement is to acclimate the student to the regular classroom setting or alternative education setting.

Glossary

The glossary provides legal definitions and locally established definitions and is intended to assist in understanding terms related to the Student Code of Conduct.

Abuse is improper or excessive use.

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

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

Armor-piercing ammunition is handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is:

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

Assault is defined in part by Texas Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly

causing physical contact with another that can reasonably be regarded as offensive or provocative.

Bullying is when a student or group of students engages in written or verbal expression, expression through electronic means, or physical conduct that occurs on school property, at a school-sponsored or school-related activity, or in a vehicle operated by the district and a school district's board of trustees or the board's designee determines that the behavior:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property; or
2. Is sufficiently severe, persistent, and pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student.

This conduct is considered bullying if it:

1. Exploits an imbalance of power between the student perpetrator who is engaging in bullying and the student victim through written or verbal expression or physical conduct; and
2. Interferes with a student's education or substantially disrupts the operation of a school.

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

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

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

Cyberbullying is the use of any electronic communication device to engage in bullying or intimidation.

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

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

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

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

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

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

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

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

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

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm silencer means any device designed, made, or adapted to muffle the report of a firearm.

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

Harassment is:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL); or
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety.

Hazing is an intentional or reckless act, on or off campus, by one person alone or acting with others, that endangers the mental or physical health or safety of a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization.

Hit list is a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

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

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

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

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

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

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

Reasonable belief is a determination made by the superintendent or designee using all available information, including the information furnished under Article 15.27 of the Code of Criminal Procedure.

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

Serious misbehavior means:

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

Serious or persistent misbehavior includes but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.

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

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

Terroristic threat is a threat of violence to any person or property with intent to:

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

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

Title 5 offenses are those that involve injury to a person and include:

- Murder;
- Kidnapping;
- Trafficking of persons;
- Smuggling or continuous smuggling of persons;
- Assault;
- Aggravated assault;
- Sexual assault;
- Aggravated sexual assault;

- Unlawful restraint;
- Voyeurism;
- Indecency with a child;
- Invasive visual recording;
- Disclosure or promotion of intimate visual material;
- Injury to a child, an elderly person, or a disabled person of any age;
- Abandoning or endangering a child;
- Deadly conduct;
- Terroristic threat;
- Aiding a person to commit suicide; and
- Tampering with a consumer product.

[See FOC(EXHIBIT)]

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

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

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

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Board Agenda Item

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

Board Mtg. Date 8-22-2016	Reports of the Superintendent ☐	Action Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Other ☐
Subject:	MEMORANDUM OF UNDERSTANDING BETWEEN DCJJAEP AND LEISD				
Presenter or Contact Person:	Ross Roberts, Assistant Superintendent for Student and Administrative Services				
Policy/Code:	CH (LOCAL)				
Summary:	This MOU is entered into pursuant to Chapter 37 of the TEC between LEISD and the Denton County Juvenile Justice Alternative Education Program (DCJJAEP) as the agent to the Juvenile Board of Denton County, Texas. The parties agree the DCJJAEP is a cooperative effort between the educational community and the juvenile justice system with the primary goals of the program being the education of students with behavioral problems and rehabilitation of juvenile offenders, but not the treatment of emotional problems.				
Financial Implications:	This is a daily rate of \$89.00 per student per day in attendance for each discretionary expulsion (i.e. TEC 37.007 (b), (c), or (f)).				
Attachments:	DCJJAEP MOU				
Recommendation:	The Administration recommends the Board approve the Memorandum of Understanding between DCJJAEP and LEISD				
Motion:	I move the Board approve the Memorandum of Understanding between DCJJAEP and LEISD.				

MEMORANDUM OF UNDERSTANDING ("MOU")

This Memorandum of Understanding ("MOU") is entered into pursuant to Chapter 37 of the Texas Education Code ("TEC") by and between the Independent School Districts ("ISDs") (Denton Independent School District, Aubrey Independent School District, Pilot Point Independent School District, Lewisville Independent School District, Krum Independent School District, Ponder Independent School District, Sanger Independent School District, Argyle Independent School District, Northwest Independent School District, Lake Dallas Independent School District, Little Elm Independent School District, Carrollton-Farmers Branch Independent School District, Valley View Independent School District, Gainesville Independent School District) and the Denton County Juvenile Justice Alternative Education Program ("DCJJAEP") as the agent for the Juvenile Board of Denton County, Texas ("DCJB"), of Denton County, Texas.

WHEREAS Denton County, Texas, has a population greater than 125,000 and the DCJB has been mandated by TEC Section 37.011 to develop a Juvenile Justice Alternative Education Program subject to the approval of the Texas Juvenile Justice Department ("TJJD"); and,

WHEREAS the ISDs are located within Denton County or have requested to participate in the DCJJAEP; and

WHEREAS the Denton County ISDs have been mandated by the TEC Section 37.007 (a), (d), and (e) to expel students for enumerated serious offenses; and,

WHEREAS the ISDs have the discretion to expel students under TEC Sec. 37.007 (b), (c), and (f); TEC Sec 37.0081; TEC Sec 37.309; and,

WHEREAS the State of Texas has determined that public school students who engage in conduct that endangers the school population should be removed from the regular school setting and educated in a separate setting in order for school districts to fulfill their primary mission of educating Texas youth; and,

WHEREAS the State of Texas has directed that Juvenile Courts punish and rehabilitate juvenile offenders; and,

WHEREAS the parties hereto agree that the DCJJAEP is a cooperative effort between the educational community and the juvenile justice system with the primary goals of the program being the education of students with *behavioral* problems and rehabilitation of juvenile offenders, but not the treatment of *emotional* problems;

NOW THEREFORE THE PARTIES AGREE THAT:

I. ADMINISTRATION OF DENTON COUNTY JJAEP

1.1. The daily administration for the DCJJAEP will be conducted by the Denton County Juvenile Probation Department ("DCJPD") under the direction of the Chief Juvenile Probation Officer. The DCJPD shall conform the DCJJAEP to the standards and guidelines of TJJD . Furthermore, the DCJPD shall be responsible for and maintain all reports, data, assessments, and the like necessary to permit and allow compliance with the TEC, including, but not limited to, Chapters 39 and 42 of the TEC.

II. STUDENT PLACEMENT, DUE PROCESS, AND TERM OF PLACEMENT

2.1. The parties to this MOU acknowledge that the TEC §37.010(a) requires that every expelled student who is not detained or receiving treatment under an order of the Juvenile Court must be enrolled in an educational program. It is therefore the intent of the parties that the DCJJAEP provide an educational program to all expelled students.

2.2. Students who are expelled from participating ISDs will be afforded the appropriate due process within the respective ISD as provided by school district policy and federal and state law.

2.3. As the ISDs have elected to contract with the DCJJAEP, as the agent for/of DCJB, pursuant to TEC §37.011(p), for the placement of students expelled under TEC §37.007(b), (c), and (f), §37.0081; §37.309; any student, under the age of 18 years of age, who has been expelled from an ISD may be placed in or ordered or required to attend the DCJJAEP.

2.4. Every student who has been expelled from an ISD as a mandatory expulsion (i.e., pursuant to TEC §37.007(a), (d), or (e)), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the DCJJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Texas Family Code §52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider its expulsion decision.

2.5. Every student, under the age of 18 years of age, who has been expelled from an ISD as a discretionary expulsion (i.e., pursuant to TEC §37.007(b), (c), or (f); §37.0081; §37.309), and for whom information has been provided by the ISD from which the student has been expelled to the Juvenile Court in accordance with Texas law and this MOU may be placed in or ordered or required to attend the DCJJAEP regardless of the final disposition of the case. After the expelling ISD has received notice under Tex. Fam. Code §52.041(d), placement in the DCJJAEP shall continue as set out in the expelling ISD's expulsion order; however, the expelling ISD shall review and may reconsider the terms and conditions of its expulsion order.

2.6. The DCJJAEP shall, for each student taken into custody for conduct that occurred on school property or at a school-sponsored or school-related activity, use its best efforts to ascertain whether the conduct for which the student was taken into custody would subject the student to mandatory expulsion. If the DCJJAEP ascertains that the conduct for which the student was taken into custody is such that it would subject the student to mandatory expulsion, the Juvenile Court may immediately order the student to attend the DCJJAEP, pending resolution of any ISD disciplinary action, including any expulsion hearings.

2.7. It is the intent of the parties hereto that, for each expelled student who is placed in the

DCJJAEP, the term of such placement will be coterminous with the term of the student's expulsion from school. Pursuant to TEC §37.010, students must remain in the DCJJAEP for the full period ordered by the Juvenile Court unless the student's school district agrees to readmit the student before the date ordered by the Juvenile Court. The Juvenile Court may consider the term of a student's expulsion in entering any order as to the student, including terms and conditions of release from custody, deferred prosecution, or probation.

2.8. In order to avoid undue disruption in the educational process of students attending the DCJJAEP under this MOU, in assigning a term of expulsion, the ISD expelling the student shall assign and order a term of expulsion that is not less than thirty (30) school days nor more than 365 days — unless the expelling ISD conducts a review of the student's placement at least every 365 days. A term of placement, except for a term of placement based upon TEC §37.007(e), may be commuted or reduced, by agreement of the DCJJAEP and the ISD, if the student serving same has not violated and is in compliance with the rules and regulations of the DCJJAEP.

2.9. Notwithstanding anything set out herein, under no circumstance shall an ISD be obligated or required to pay for a Juvenile Court placement or order requiring a student expelled from an ISD as a discretionary expulsion to attend the DCJJAEP beyond the period of expulsion, unless the affected ISD has been notified by the Juvenile Court and said ISD consents, in writing, to such placement, assuming that the student has successfully completed his term of expulsion.

2.10. Administrators of the ISD and the DCJJAEP may agree on deviations from the minimum and maximum length of stay(s) on a case by case basis.

2.11. A student's grievances about the DCJJAEP shall first be addressed to the DCJJAEP Program Supervisor. In the event that the student is not satisfied with the DCJJAEP Program Supervisor's resolution of the grievance, then the student shall address, direct, and state, in writing, his grievance to the DCJJAEP Program Director or designee. The decision of the DCJJAEP Program Director or designee is final.

2.12. It is the intent of the parties that there be no material interruption (i.e., more than three [3] days) in the provision of educational services to expelled students under this MOU. Therefore, the expelling ISD shall direct and order, in writing, the student and parent to appear and enroll at the DCJJAEP at 8:00 a.m. on the first business day -- per the Denton County calendar -- following the student's expulsion and FAX a copy of this notice to the DCJJAEP. Any parent or guardian and child who is at the expulsion hearing shall sign the notice before it is transmitted to the DCJJAEP.

2.13. The ISDs shall use best efforts to assist the Juvenile Court in placing all expellees under court orders requiring or mandating attendance in the DCJJAEP.

III. PAYMENT

DAILY RATE -- The daily rate of eighty-nine and no/100s (\$89.00) dollars per student per day in attendance will be charged for each discretionary expulsion (i.e., TEC §37.007(b), (c), or (f); §37.0081; §37.309) student enrolled in the DCJJAEP. The DCJJAEP shall charge and invoice the ISDs no later than the tenth (10th) day of each and every month that the MOU is in effect. Upon the first day of the month following receipt of an invoice for educational and rehabilitative services provided to ISD students, the ISD will pay the invoiced amount to Denton

County. Payments shall be delivered to the Denton County Juvenile Probation Department, 210 S. Woodrow Lane, Denton, Texas 76205. Because TJJD will pay for mandatory expulsions (i.e., TEC §37.007 (a), (d), or (e)), only if a full and complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense, to the extent State and Federal law allow, the expelling ISD shall use its best efforts to make, seek, or participate in the creation of a law enforcement offense report for mandatory expulsions which involve elements of a criminal offense. Notwithstanding anything set out herein, the ISDs shall not be charged, billed, or invoiced for students attending the DCJJAEP as a result of a mandatory expulsion if a complete offense report has been made by law enforcement personnel showing the elements of the mandatory offense.

IV. SPECIAL SERVICES

4.1. The DCJB and the ISDs shall cooperate in the provision of special services to students placed in the DCJJAEP. In the event a student is placed in the DCJJAEP who has not been identified by the ISD from which the student was expelled as being eligible for special education services, and the DCJJAEP staff believe such student may be eligible to receive such services, the DCJJAEP staff shall refer the student to the ISD from which the student was expelled for evaluation and determination of special education eligibility. In the event the student is eligible for special services, the DCJJAEP shall implement and be responsible for the academic elements of any program, and the expelling ISD shall implement and deliver any required related services and speech therapy.

4.2. The ISDs will invite a representative of the DCJJAEP to participate in any Admission, Review and Dismissal Committee ("ARD") meeting where expulsion will be considered.

V. GENERAL CONDITIONS

5.1. **TRANSPORTATION.** When possible, transportation to and from the DCJJAEP shall be the responsibility of the students' parents; however, in the event a student's family does not own or have access to an operational motor vehicle, then the ISD in which the student resides shall provide transportation services for students attending the DCJJAEP.

5.2. The day-to-day operation of the DCJJAEP will conform to the calendar for Lewisville ISD for the fall and spring semesters. The calendar for any summer session will be set within TJJD guidelines.

5.3. The fact that a student has been expelled will not prevent the ISD from developing a policy allowing a student to obtain credit by examination, allowing a student to borrow educational course materials from the school, or allowing a student to arrange tutoring. Neither the ISD nor the DCJJAEP is under an obligation to replicate a student's pre-expulsion course of study.

5.4. While a student is attending the DCJJAEP, that student may not participate in or attend any school district extracurricular activity.

5.5. Parents of students attending the DCJJAEP will receive notice of a child's academic progress at a minimum of every 120 school days.

5.6. Notwithstanding TEC Chapter 26, the DCJJAEP may monitor student activities by technological means, including video and/or audio methods and metal detectors. The DCJJAEP will provide a notice and release for such monitoring to the student and the student's parents.

5.7. The DCJJAEP may receive a student from another county when payment, enrollment, and probationary terms have been arranged and approved by the DCJB, in which case, all of the terms of this MOU will be in effect.

5.8. No later than the 30th day after the end of the school year, the DCJPD will provide a program summary to the Denton County ISDs.

5.9. This MOU can be modified only in writing by the DCJB and the ISDs and at such a time as the parties may deem appropriate.

5.10. In accordance with TEC §37.011(l), the ISDs shall provide educational services to a student after expulsion for criminal activity and until an order of a court requiring the student to attend DCJJAEP unless the student is in a placement or the student becomes 18 years old. If a student is expelled for non-criminal behavior not otherwise addressed herein the school district shall provide educational services for the student.

5.11. In conformance with TEC §37.011(k)(5), the DCJJAEP will provide services while the student attends the DCJJAEP for transitioning DCJJAEP students back to the school district. The transition plan shall include consultation between appropriate ISD personnel and DCJJAEP personnel. To assist in the transition process the DCJJAEP may offer in-service training to ISD staff.

5.12. In conformance with TEC § 37.011(k)(8), if a student eligible for or receiving special education services required by law is expelled, the services provided or required to be provided by the ISD shall accompany the student to the DCJJAEP and be provided by the ISD at the DCJJAEP.

VI. STUDENT CODES OF CONDUCT

6.1. The DCJJAEP will be operated pursuant to Chapter 37 of the TEC and this MOU. Each ISD shall develop a Student Code of Conduct specifying the circumstances under which a student may be removed from a classroom, campus, or alternative education program.

6.2. The Student Code of Conduct adopted by each ISD shall identify those categories of conduct that the ISD has defined as constituting serious or persistent misbehavior for which a student may be placed in the DCJJAEP.

6.3. A student may be subject to discretionary expulsion (TEC §37.007(c)), if the student, while placed in a disciplinary alternative education program, engages in documented serious misbehavior while on the program campus despite documented behavioral interventions. For purposes of this subsection, "serious misbehavior" means:

- 1) deliberate violent behavior that poses a direct threat to the health or safety of others;
- 2) extortion, meaning the gaining of money or other property by force or threat;
- 3) conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or

- 4) conduct that constitutes the offense of:
 - a) public lewdness under Section 21.07, Penal Code;
 - b) indecent exposure under Section 21.08, Penal Code;
 - c) criminal mischief under Section 28.03, Penal Code;
 - d) personal hazing under Section 37.152; or
 - e) harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

6.4 The DCJJAEP shall adopt its own Student Code of Conduct in accordance with TEC 37.001

VII. ATTENDANCE

DCJJAEP shall adopt and implement a student attendance accounting system, whether manual or automated, which includes procedures that ensure the accurate taking, recording, and reporting of attendance accounting data. Said system shall comply with the requirements of Chapter 42 of the TEC and 19 Texas Administrative Code Chapter 129. DCJJAEP shall provide the ISDs with copies of their respective attendance records and reports generated by DCJJAEP's attendance accounting system.

VIII. LANGUAGE SERVICES AND ASSESSMENTS

8.1 Each ISD shall bear the sole and exclusive responsibility for all matters related to the assessment and provision of Bilingual Education and Special Language Programs under Chapter 29 of the TEC.

8.2 Each ISD shall bear the sole and exclusive responsibility for all matters related to the delivery and retrieval of statewide assessment testing materials for students from the ISD. The DCJJAEP shall bear the responsibility of testing students from each ISD placed in the DCJJAEP.

IX. TRANSITION SERVICES

9.1. DCJJAEP shall perform a review of each student's progress at least once during each grading period and shall establish a transition plan for the student prior to the student's return to the school setting. The DCJJAEP liaison shall notify the student's parent or guardian and the appropriate ISD liaison at least five (5) school days in advance of each review performed under this section and TEC §37.011(d), unless such entities mutually agree to waive such five-day notice period.

9.2. On an annual basis, the DCJJAEP shall provide to the ISDs a summative evaluation of the performance of each ISD's students served by the DCJJAEP.

9.3. Prior to the student's completion of the expulsion period, the DCJJAEP shall make recommendations to the ISD concerning the transition of the student from the DCJJAEP to the ISD.

X. DCJJAEP FACILITIES AND STAFFING

10.1. The DCJJAEP is provided in a facility owned by Denton County.

10.2 Personnel and services for the DCJJAEP may be provided by Denton County or an ISD. Personnel and services provided by an ISD to the DCJJAEP will be provided under contract with the DCJB.

XI. STUDENT AND JUVENILE RECORDS

11.1. The governing body of each party to this MOU finds that in order to appropriately serve students receiving services under this MOU, the sharing of information pertinent to the provision of education and rehabilitation services is essential and in the best interests of the students served. Therefore, the expelling ISD shall directly forward any and all school records including special education records on expelled students to the DCJJAEP.

11.2. The parties hereto agree to execute all agreements and statements necessary to effectuate this clause, including, but not limited to, those found in the Family Educational Rights and Privacy Act ("FERPA").

XII. TRANSFERS

Each ISD may, subject to its own policy, permit or accept transfer students ("transferees") attending a Juvenile Justice Alternative Education Program in another county. Such transferees shall be admitted to the DCJJAEP on and under the same terms and conditions set out herein.

XIII. MISCELLANEOUS

13.1 **SEVERABILITY**. In case any one or more of the provisions, articles, and sections contained in this MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, article, and section hereof, and this MOU shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

13.2. **GOVERNING LAW**. This MOU shall be governed by and construed in accordance with the laws of the State of Texas and the United States of America. Unless the obligation(s) of any party shall be materially changed, the amendment, interpretation, or change in any legislation or law cited herein shall be interpreted and understood to work a novation of this MOU.

13.3. **TERMINOLOGY**. The captions beside the article and section numbers of this MOU are for reference only and shall not modify or affect this MOU in any manner whatsoever. Wherever required by the context, any gender shall include any other gender, the singular shall include the plural, and the plural shall include the singular.

13.4. **RULE OF CONSTRUCTION**. The parties acknowledge that each party and its counsel have reviewed and revised this MOU, and the parties hereby agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this MOU or any amendments or exhibits hereto.

13.6. **COUNTERPARTS**. This MOU may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original, but which together shall constitute one and the

same instrument.

Approved by the Denton County Juvenile Board on the ____ day of _____ 2016.

Kimberly McCary
Chairman of the Denton County Juvenile Board

Approved by the Little Elm ISD Board of Trustees on the ____ day of _____ 2016.

Board President

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-22-2016	☐	☐	☒	☐	☐
Subject:	PARTNERSHIP AGREEMENT BETWEEN COMMUNITIES IN SCHOOLS OF NORTH TEXAS AND LEISD				
Presenter or Contact Person:	Ross Roberts, Assistant Superintendent of Student and Administrative Services				
Policy/Code:	CH (LOCAL)				
Summary:	This Partnership Agreement, by and between the Little Elm Independent School District and Communities and Schools of North Texas, Inc. sets out to establish the relationships and responsibilities of both parties in the implementation of a CISNT school based, school day, case management dropout prevention program on the campus of Little Elm High School. LEISD agrees to provide on each CISNT-served school campus, Site Coordinator office and classroom space and access to a phone, to copy and fax machines, sufficient to facilitate the efficient delivery of services to students. In addition, LEISD agrees to pay CISNT \$12,000 for services to be rendered at each of the following school campus between August 1, 2016 and July 31, 2017: Oak Point Elementary, Hackberry Elementary, and Lakeside Middle School for a total payment of \$36,000; and \$30,000 for the case management program at Little Elm High School for a total payment of \$66,000.				
Financial Implications:	\$66,000				
Attachments:	LEISD and CISNT Agreement				

Recommendation:	The Administration recommends approval of the Partnership Agreement between LEISD and CISNT
Motion:	I move the Board approve the Partnership Agreement between LEISD and CISNT



**PARTNERSHIP AGREEMENT BETWEEN
COMMUNITIES IN SCHOOLS OF NORTH TEXAS, Inc.
AND
LITTLE ELM INDEPENDENT SCHOOL DISTRICT**

This Partnership Agreement, by and between the Little Elm Independent School District (hereinafter referred to as LEISD), and Communities In Schools of North Texas, Inc., (hereinafter referred to as CISNT), sets out to establish the relationships and responsibilities of both parties in the implementation of a CISNT school based, school day, case management dropout prevention program on the campus of **Little Elm High School**.

In addition, this partnership agreement sets out to establish the relationships and responsibilities of both parties in the implementation of a CISNT 21st Century Community Learning Center (hereinafter referred to as 21st CCLC) afterschool academic enrichment program on the campuses of:

**Hackberry Elementary School, Oak Point Elementary School,
and Lakeside Middle School.**

Dr. Lowell Strike, Superintendent of LEISD, and Ms. Ann Pape, Chief Executive Officer of CISNT, ratify and affirm the provisions, relationships and responsibilities set out herein by their execution of this Agreement.

WHEREAS it is the intent of all parties hereto to bring CISNT resources onto campus settings to facilitate the academic and personal success of students who may be experiencing the effects of at-risk environments by providing the full range of CISNT services to those students; and

WHEREAS it is the intent of all parties hereto to maintain a cooperative, interactive and supportive relationship among and between the parties for the benefit of students served;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties to this Service Delivery Agreement agree to the following:

A. All parties hereto mutually agree as follows:

1. The term of this Service Delivery Agreement shall be from August 1, 2016 through July 31, 2017, and, upon annual evaluation and recommendation by both parties, extended for one additional calendar year beginning the first day of August 2017. Either party for any reason may also cancel this Service Delivery Agreement thirty days



North Texas

after written notification is provided to the other party. The decision to continue or terminate this Service Delivery Agreement will be made on or before August 1, of each year of this contract.

2. CISNT will follow national, State and local CIS policies and ethical standards for service provision under applicable Federal, State, and local laws and will, in cases where written LEISD or campus policies concerning service delivery are more restrictive than CISNT policies, follow the written LEISD or campus policy concerning student service delivery, except as otherwise herein noted or mutually agreed in writing.
 3. CISNT maintains and retains case management files on all assigned LEISD students. These files contain all relevant data requisite to the case and to program criteria. All LEISD policies and procedures addressing student confidentiality will be strictly adhered to by CISNT staff. Case management files and/or information contained within such files will be exchanged among LEISD and CISNT professional staff on an "as needed" basis.
 4. The CISNT management and staff, and the school principals shall proceed in a joint collaboration to ensure the successful operation of the CISNT program. Communication among these entities will be ongoing, including scheduled meetings to address case management and other programmatic issues.
 5. CISNT, in consultation with the principals at each campus site, will develop a Campus Plan for each school year, which will be referenced in the campus improvement plan for respective LEISD campus site. The CISNT Campus Plan will provide all parties with an outline of activities to be undertaken during the upcoming semester. LEISD agrees to include CISNT in the campus improvement plan.
- B. CISNT agrees to undertake the following:
1. CISNT will provide staff and resources to each mutually agreed upon school campus site, for the benefit of students. CISNT staff members and any volunteers or part time staff of CISNT will constitute a multi-disciplinary team in the provision of all CISNT services.
 2. CISNT under its Total Quality and Standards Process and this Agreement, will provide to identified students a program of services which includes: a) Supportive Guidance; b) Academic Enhancement Activities; c) Parental and Family Involvement Activities; d) Health Education and Social Service Referrals; e) Pre-Employment Skills Training and Career Awareness Activities; and f) Educational and Cultural Enrichment Opportunities.

CISNT staff should not be engaged in other duties (administrative, clerical, or otherwise) that would normally be assigned to LEISD employees, without the approval of the CISNT Chief Executive Officer. The minimum annual caseload for the Little Elm High School Site Coordinator will be 80 case management students. The 21st CCLC program will have a minimum of 120 students at Hackberry Elementary; 115 students at Oak Point Elementary; and 150 students at Lakeside Middle attend at least 30 days of after school programming.

3. All CISNT Site Coordinators will be hired by CISNT with the approval of the Campus Principal. All CISNT personnel assigned to school campus sites remain employees of CISNT and will receive direct supervision from the CISNT Program Director who is responsible for their performance and demeanor. However, all CISNT personnel are subject to the rules, regulations and policies of the school site to which they are assigned. All grievances and disciplinary actions involving CISNT employees will be processed in accordance with policies set forth in the CISNT Board approved Personnel Policy manual and in compliance with LEISD policies and procedures.
4. CISNT will provide management, administrative, logistical and technical support to each Campus as warranted, ensuring the success of service delivery initiatives. The CISNT Site Coordinator, under the direction of the CISNT Program Director, Chief Executive Officer and the Board of Directors is responsible for oversight of CISNT Project activities.
5. CISNT will refer to the school Principal and to appropriate legal authorities, cases presented to its staff which involve the following issues: a) Violation of LEISD's Student Code of Conduct; b) Suicide threats; c) Violent behavior; d) Child abuse; e) Sexual abuse or harassment. CISNT will assist in the resolution of any such case is requested to do so by the Principal. CISNT will immediately notify the appropriate School Counselor of any student in crisis.
6. CISNT agrees to reserve a position on the CISNT Board of Directors for the Superintendent of LEISD or their designee. This position may be advisory or participatory at the discretion of the Superintendent.
7. CISNT agrees to indemnify and hold harmless LEISD, its Board of Trustees and representatives of and from any and all claims, damages, and causes of action of any type whatsoever, including attorneys fees, arising out of, or in any way connected to this contract. The parties agree that LEISD will be entitled to recover attorneys fees, pursuant to Local Government Code § 271.159.

C. LEISD agrees to undertake the following:

1. LEISD will assume primary responsibility for all student cases involving violation of LEISD's Student Code of Conduct, suicide threats, violent behavior, child abuse, and sexual harassment. The CISNT staff will adhere to LEISD's policy in addressing the above cases and will work in tandem with the school staff to address problems of the students.
2. In accordance with established policies of LEISD and the Texas Education Agency, CISNT, serving as an agent of LEISD, will have access to relevant student data, campus-wide, including but not limited to free and reduced lunch lists and TEA at-risk lists, attendance lists, and behavior information, which may impact or demonstrate the effectiveness of CISNT service delivery. Such information is necessary only to determine CIS eligibility and document funding requirements. This information will remain confidential for all purposes.
3. LEISD will inform the CISNT Chief Executive Officer of all policy changes or development that may affect the provisions of this Agreement and/or the effectiveness of CISNT service delivery.
4. LEISD will provide snacks through the free/reduced lunch program in Food and Nutrition for 21st CCLC after school programs at title 1 eligible campuses.
5. LEISD agrees to provide on each CISNT-served school campus, Site Coordinator office and classroom space and access to a phone, to copy and fax machines, sufficient to facilitate the efficient delivery of services to students.
6. In addition, LEISD agrees to pay CISNT \$12,000 for services to be rendered at each of the following school campus between August 1, 2016 and July 31, 2017: Oak Point Elementary, Hackberry Elementary, and Lakeside Middle for a total payment of \$36,000; and \$30,000 for the case management program at Little Elm High School for a total payment of \$66,000. LEISD agrees to provide payment to CISNT on or before October 1, 2016.

This Service Delivery Agreement constitutes the full and total understanding and agreement of said parties, and any modifications, amendment or alteration hereof must be agreed in writing by all parties hereto.

Executed this _____ day of _____, 2016.

Dr. Lowell Strike, Superintendent
Little Elm Independent School District



Ann Pape, Chief Executive Officer
Communities In Schools of North Texas

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 08-22-2016	☐	☐	☒	☐	☐
Subject:	T-TESS APPRAISERS				
Presenter or Contact Person:	Cleota Epps Executive Director for Human Resource Services				
Policy/Code:	DNB (LEGAL)				
Summary:	Approval of T-TESS Evaluation Appraisers. The administrators submitted have been certified through the Texas Teacher Evaluation & Support System (T-TESS) to serve as appraisers for the 2016-2017 school year.				
Financial Implications:	None				
Attachments:	List of administrators certified through T-TESS.				
Recommendation:	The Administration recommends approval of the T-TESS certified appraisers for the 2016-2017 school year, as submitted.				
Motion:	I move the Board approve the T-TESS certified appraisers for the 2016-2017 school year, as submitted.				



300 Lobo Lane
Little Elm, Texas. 75068

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972-947-9340

Department for Human Resource Services

T-TESS APPRAISERS 2016-2017

Ansel, Tiffany
Ball, Randall
Brown, Stephanie
Bush, Bill
Carr, Kelley
Chesnut, Misty
Clark, Debbie
Clover, Cortney
Epps, Cleota
Gallagher, Daniel
Gibson, Christine
Glover, Ashley
Gwyn, Virginia
Matus de Garcia, Marina
Miller, Elizabeth
Miller, Clint
Molinar, Rubin
Monday, Terilyn
Muhammad, Gerald
Palislamovic, Alen
Pentecost, Renee
Peters, Tony
Reza, Christopher
Richardson, Stephen
Roberts, Ross
Sevier, Doug
Swartz, Tom

Prestwick
Little Elm High School
Zellars Learning & Leadership
Zellars, DAEP, AIMS/GOALS
Lakeview
Lakeview
Oak Point
Zellars Learning & Leadership
Zellars Learning & Leadership
Zellars Learning & Leadership
Prestwick
Zellars Learning & Leadership
Brent
Lakeside MS
Powell
Lakeside MS
Little Elm High School
Little Elm High School
Chavez
Little Elm High School
Little Elm High School
Brent
Little Elm High School
Hackberry
Zellars Learning & Leadership
Chavez
Hackberry

"Quest for Quality"



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Department for Human Resource Services

Tillman, Megan
Tipton, Tony
Torres, Marcia
Vandiver, Audra
Vargas, Felipe
Mika, Cyndy

Powell
Zellars Learning & Leadership
Lakeside MS
Oak Point
Prestwick
Zellars Learning & Leadership

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
08-22-2016	☐	☐	☒	☐	☐
Subject:	GIFTS AND DONATIONS				
Presenter or Contact Person:	Grant Anderson, Assistant Superintendent of Finance and Operations				
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:	The Administration recommends approval of gifts and donations as submitted.				

**LITTLE ELM INDEPENDENT SCHOOL DISTRICT
NEW DONATIONS FY 2015-16
August 2016**

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Communications	199	Lennar Homes - Will Grimes	Realtor Homecoming Event	07/13/16	500.00		500.00
Communications	499	American Teacher Retirement Services, LLC	Convocation	07/14/16	250.00		250.00
Communications	199	MHI Partnership Ltd.	Realtor Homecoming Event	07/18/16	500.00		500.00
Communications	199	CR-TDI, LLC dba Wildridge Homes	Realtor Homecoming Event	07/20/16	500.00		500.00
Communications	499	ICare Emergency Centers, LLC	Folders with Calendars for Schools	07/20/16	2,000.00		2,000.00
Communications	499	VALIC Financial Advisors, Inc.	Convocation	07/25/16	250.00		250.00
Communications	499	ATRS	Convocation	08/01/16	250.00		250.00
Communications	499	United Educators Assn. Inc.	Convocation	08/01/16	250.00		250.00
Communications	499	Lamar University - Sheri Dodson	Back to School Bash	08/01/16	100.00		100.00
Curriculum	199	Credit Union of Texas	New Teacher Breakfast	08/03/16	500.00		500.00
Communications	499	Baylor Institute for Rehabilitation	Back to School Bash	08/04/16	500.00		500.00
							-
					5,600.00	-	5,600.00

Board Agenda Item

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

	Reports of the Superintendent	Business Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
Board Mtg. Date 08-22-2016	☐	☐	☒	☐	☐
Subject:	Final Budget Amendment				
Presenter or Contact Person:	Grant Anderson, CFO				
Policy/Code:	Board Legal Status Powers and Duties – BAA (Local) Annual Operating Budget – CE (Local)				
Summary:	At the end of each year final budget amendments are presented to the board for approval for any anticipated functional overages.				
Financial Implications:					
Attachments:					
Recommendation:	The Administration recommends approval of the 2015-2016 End of Year Budget Amendments as submitted.				
Motion:	I move that the Board approve the 2015-2016 End of Year Budget Amendments as submitted.				