



Little Elm ISD

Regular Meeting

Monday, May 15, 2017 6:30 PM

Agenda of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD will be held May 15, 2017, 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. Adopt the Canvassing Returns and Declaring Results of the 2017 Board Election 6
Presenter: Sonia F. Badillo
6. Administration of Oath of Office to Elected Trustees
Presenter: Sonia F. Badillo
7. Approval of Minutes 7
 - A. Discuss and approve Regular Meeting Minutes - 4-24-2017
Presenter: Sonia F. Badillo
8. Superintendent Spotlight
 - A. Prestwick Academy
Presenter: Christy Gibson
 - B. \$20,000 to the LEISD Education Foundation presentation from CoServ
Presenter: Pat Robbins
 - C. Foundation's list of Grant Awards
Presenter: Pat Robbins
 - D. Lakeside Middle School Academic Pentathlon
Presenter: Pat Robbins and Robin Dick
 - E. Lakeside Middle School Honors Band
Presenter: Pat Robbins and Meredith Carter
 - F. Little Elm High School Students of the Month
Presenter: Renee Pentecost
 - G. Little Elm High School Student who received a perfect score on ACT
Presenter: Renee Pentecost

H. Little Elm High School Law Enforcement State Place Presenter: Dr. Tony Tipton	
I. Little Elm High School FCCLA State Place Presenter: Dr. Tony Tipton and Lauren Quint	
J. Little Elm High School Choir Members who placed at State Presenter: Pat Robbins and Karen Mayberry	
K. Little Elm High School JV Academic Octathlon Presenter: Pat Robbins and Sean Duffey	
L. Little Elm High School Academic All-State Athletes Presenter: Sandra Howell	
M. ALI I Recognition Presenter: Ross Roberts and Daniel Gallagher	
N. ALI II Recognition Presenter: Dr. Lowell Strike	
O. Introduction of New Principals - Hackberry Elementary and Brent Elementary Presenter: Daniel Gallagher	
9. Citizen Input	
10. Reports of the Superintendent	
A. Educational Services Update Presenter: Daniel Gallagher	13
B. School Start Times for 2017-2018 Update Presenter: Dr. Cyndy Mika	38
C. School Performance Update Presenter: Dr. Cyndy Mika	39
D. JROTC Update Presenter: Dr. Cyndy Mika	40
E. Student Participation on Board Presenter: Dan Blackwood	41
11. The Board will recess into Closed Meeting in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.071 and 551.074. The Board and Superintendent will discuss:	
A. Consulting with Board's Attorney	
B. Personnel	
12. Action Items	
A. Discuss and approve New Hire Compensation Schedules Presenter: Cleota Epps and Grant Anderson	96
B. Discuss and approve the Financial Reports Presenter: Grant Anderson	97
C. Discuss and approve the Little Elm ISD Contract Summary Report Presenter: Grant Anderson	116
D. Discuss and approve the Little Elm ISD Expenditures over \$50,000 Summary Report Presenter: Grant Anderson	118
E. Discuss and approve the Amendment No. 4 to Goldstar Transit, Inc. Contract	120

2017-18 School Year
Presenter: Rod Reeves

13. Consent Agenda
 - A. Discuss and approve 2017-2018 LEISD Wellness Policy 125
Presenter: Ross Roberts
 - B. Discuss and approve Board Policy EIE (Local) - Update 131
Presenter: Ross Roberts
 - C. Discuss and approve the Little Elm ISD Interlocal Summary Report 135
Presenter: Grant Anderson
 - D. Discuss and approve Gifts and Donations 151
Presenter: Grant Anderson
 - E. Discuss and approve the Amended Lease Agreement with The Town of Little Elm for Little Elm ISD Bus Barn Site 153
Presenter: Rod Reeves
 - F. Discuss and approve the Amended Deed for Little Elm ISD Bus Barn - 186
Property Conveyed to The Town of Little Elm Near Lakeshore Drive and Main Street
Presenter: Rod Reeves
 - G. Discuss and approve the Little Elm ISD Education Foundation Memorandum of Understanding 203
Presenter: Pat Robbins
14. Board President Comments
Presenter: Melissa Myers
15. Board Comments
16. Superintendent Comments
17. 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

551.0821	complaint or charge against personnel. Considering personally identifiable information about public school student.
551.083	Considering the standards, guidelines, terms, or conditions the board will follow, or will instruct its representatives to follow, in consultation with representatives of employees groups,
551.084	Excluding witnesses from a hearing.

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

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

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

Superintendent

Original copy of this agenda was posted on the bulletin board at the Little Elm ISD Administration Building 72 hours prior to the scheduled meeting.

Sonia Badillo

Board Agenda Item

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

	Reports of the Superintendent	Business Item	Consent Agenda	Reports, Routine Monthly	Action
Board Mtg. Date 5-15-2017	☐	☐	☐	☐	☒
Subject:	CANVASSING RETURNS AND DECLARING RESULTS OF THE 2017 BOARD ELECTION				
Presenter or Contact Person:	Sonia F. Badillo, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Canvassing Returns and Declaring Results of the 2017 Board Election				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Under Separate Cover				
Recommendation:	The Administration recommends the approval of Canvassing Returns and Declaring Results of the 2017 Board Election				
Motion:	I move that the Board approve the Canvassing Returns and Declaring Results of the 2017 Board Election				

Board Agenda Item

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

Board Mtg. Date 5-15-2017	Reports of the Superintendent ☐	Action Item ☒	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	REGULAR BOARD MEETING MINUTES - 4-24-2017				
Presenter or Contact Person:	Sonia F. Badillo, Superintendent Secretary.				
Policy/Code:	N/A				
Summary:	Board Meeting Minutes for April 24, 2017.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Regular Board Meeting Minutes for April 24, 2017.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for April 24, 2017.				

Minutes of Regular Meeting

The Board of Trustees Little Elm ISD

A Regular Meeting of the Board of Trustees of Little Elm ISD was held Monday, April 24, 2017, 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 Dan Blackwood, Trustee DeLeon English and Superintendent Dr. Lowell H. 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 6:30 pm.
2. Pledge of Allegiance
The Board led those in attendance to the Pledges of The United States Flag and The Texas Flag.
3. Invocation
Ms. Bobbie Hill offered the invocation.
4. Introduction and Roll Call
Ms. Sonia F. Badillo took roll call.
5. Citizen Input
Ms. Pia Foster, a UEA Representative approached the Board about salary comparison among school districts.
6. Approval of Minutes
 - A. Discuss and approve Regular Meeting Minutes - 3-20-2017
Presenter: Sonia F. Badillo
Board Secretary Alejandro Flores made the first motion to approve the minutes as submitted. Board Vice President David Montemayor seconded the motion. The motion passed (7-0).
7. Superintendent Spotlight
 - A. Lakeview Elementary
Ms. Kelley Carr and Ms. Deborah Deverich presented to the Board students who presented a play to the Board.
 - B. Recognition of Little Elm PD and FD
Ms. Renee Pentecost & Ms. Toni Nelson thanked and recognized The Little Elm Fire Department and The Little Elm Police Department for the help during "Shattered Dreams".
 - C. Recognition of Basketball Players

Coach Sandra Howell and Coach Rusty Segler recognized the following students for their achievements. Simba Zihumo, Javian Williams, Devin Pullum, Nathan Leonard, Osaze Muhammad, Logan Kohler, RJ Hampton, KJ Pruitt, Deshon Gilbert, Dwu'd Chewand Ike Egwu.

D. Recognition of Winter Guard

Ms. Renee Pentecost & Mr. Frank Felice recognized the following students for their achievements. Britainy Allen, Alexis Bennett, Daisy Cardona, Rosie Delgado, Mariah Donohoo, Maura Elskamp, Alli Harding, Ashley Harris, Ellen Housel, Abby Jones, Josh Kint, Sherri Lamb, Scarlet Loney, Sarah Merrill, Paul Mooney, Gigi Romero, Jaycee Taylor and Austin Whaley.

E. Recognition of Blue Angels Winning State

Ms. Renee Pentecost and Ms. Julia Smith recognized the following students for their achievements. Leslie Mata, Sabrina Cummings, Bella Bastaich, Diana Villarreal and Tajirah Washington.

F. Recognition of Artists whose Sculptures have gone National

Ms. Renee Pentecost and Mr. Chris Melia recognized Kathrine Neves and Lesly Castro for their achievements.

G. Recognition of DECA Students

Dr. Tony Tipton and Mr. Rodger Hutley recognized the following students for their achievements. Martha Paz, Hazel Ibarra, Blake Boughey, Bryce West, Gwendolyn Learo, Breeanna Kird, Peer Riatti, Josiah Spencer, Hollie Henry, and not present at the meeting, Jose Mendoza, Brenda Viera, Elizabeth Rosales, Ryan Martlaro and Isaac Willis.

H. Recognition of HOSA Students

Dr. Tony Tipton and Ms. Chelsea Nicoli recognized the following students for their achievements. Morgan April, Hope Holguin and Kayla Smith.

I. Recognition of LOVPACS

Ms. Pat Robbins recognized the hard work the LOVPACS ladies do for our students and the community. The LOVPACS present were Kim Groff, Trish Snyder, Leah Thrapp, Lindsay Suddreth and Mandy Harber.

8. Reports of the Superintendent

A. School Start Times for 2017-2018

Dr. Cyndy Mika shared with the Board the possible School Start Times 2017-2018.

- LEHS 7:20 -2:55
- K-5 and Prestwick 8:05 – 3:40
- LMS and Powell 6th 8:55 – 4:30

B. 4th Quarter 2016 Growth Report

Mr. Rod Reeves briefed the Board about the 4th Quarter 2016 Growth Report. The Report included the following:

Quarterly Report 4Q16

- Economic Conditions – DFW Area (December 2016)
- New Housing Activity

- Ten Year Forecast
- Ten Year Forecast for Elementary Campus
- Summary

9. The Board recessed into Closed Meeting at 8:39 pm in PL1 as permitted by the Texas Open Meetings Act Code Subchapter 551.074 and 551.072. The Board and Superintendent discussed:

A. Personnel

B. Land

The Board reconvened at 9:49 pm

10. Action Items

A. Discuss and approve the Request for Board Approval for Consulting/Personal Services by Superintendent

Dr. Lowell H. Strike requested to become involved in personal consulting as outlined in his contract dated May 16, 2016. All consulting would be performed on non-district days or through the use of accumulated personal leave or vacation days.

Trustee LeAnna Harding made the first motion to approve the Request for Board Approval for Consulting/Personal Services by Superintendent. Trustee DeLeon English seconded the motion. The motion passed (7-0).

B. Discuss and approve the Financial Reports

Ms. Beth Euler shared with the Board the Financial Reports for this month.

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

JO DB (7-0)

C. Discuss and approve the Parameter Bond Order for Issuance up to \$10,000,000 of Refunding Bonds

This item was moved up to after Item 8B.

Ms. Beth Euler and Mr. Derek Honea approached the Board about the Parameter Bond Order for Issuance up to \$10,000,000 of Refunding Bonds. The Bond Order authorizes, assuming certain savings parameters can be met, the issuance of up to \$10,000,000 of refunding bonds in order to refund the District's Unlimited Tax School Building Bonds, Series 2008 and/or Unlimited Tax School Building and Refunding Bonds, Series 2012.

Board Vice President David Montemayor made the first motion to approve the Parameter Bond Order for Issuance up to \$10,000,000 of Refunding Bonds as submitted. Trustee Jason Olson seconded the motion. The motion passed (7-0).

D. Discuss and approve the Little Elm ISD Expenditures over \$50,000 Summary Report

Mr. Jesse Wyse shared with the Board the Little Elm ISD Expenditures over \$50,000 Summary Report. This allows LEISD to purchase products or services valued over \$50,000, which have been properly purchased through statutorily authorized methods.

Trustee LeAnna Harding made the first motion to approve the Little Elm ISD

Expenditures over \$50,000 Summary Report as submitted. Board Secretary Alejandro Flores seconded the motion. The motion passed (7-0).

- E. Discuss and approve the Little Elm ISD Interlocal Summary Report
Mr. Jesse Wyse shared with the Board the Little Elm ISD Interlocal Summary Report. This allows LEISD to purchase products or services from other governmental entities, which have been properly awarded contracts through statutorily authorized methods.
Trustee LeAnna Harding made the first motion to approve the Little Elm ISD Interlocal Summary Report as submitted. Trustee Jason Olson seconded the motion. The motion passed (7-0).

11. Consent Agenda

- A. Discuss and approve the Instructional Materials Allotment and TEKS Certification, 2017-2018
- B. Discuss and approve the Pediculosis-Head Lice Protocol Revision
- C. Discuss and approve the Personnel Memo
- D. Discuss and approve FTE's for the 2017 -2018 school year
- E. Discuss and approve Policy Change to DEC (LOCAL) to Establish a Sick Leave Bank
- F. Discuss and approve Gifts and Donations
Presenter: Grant Anderson
- G. Discuss and approve the Execution of Easements to CL Oak Point Development, LLC at Oak Point Elementary School
Mr. Rod Reeves presented to the Board the Execution of Easements to CL Oak Point Development, LLC at Oak Point Elementary School. CL Oak Point Development, LLC is requesting the execution of a sanitary sewer easement and temporary construction easement on Oak Point Elementary School property. This item was pulled from the consent agenda and voted on separately.
Trustee Jason Olson made the first motion to approve the Execution of Easements to CL Oak Point Development, LLC at Oak Point Elementary School as discussed in closed meeting. Trustee Dan Blackwood seconded the motion. The motion passed (7-0).
Trustee LeAnna Harding made the first motion to approve the consent agenda as submitted with the exception of Item G. Trustee Dan Blackwood seconded the motion. The motion passed (7-0).

12. Board President Comments

Ms. Melissa Myers thanked those present at the Board meeting. Ms. Myers also mention how impressed she is with all of the awards.

- A. Reschedule Board Retreat
The Board will check their calendars and a date will be set.

13. Board Comments

Trustee DeLeon English thanked the administration and schools for everything that has been done.

Trustee Dan Blackwood thanked the administration and he was very impressed with all the accomplishments.

Trustee LeAnna Harding appreciated the recognition and the scholarships our students are receiving.

14. Superintendent Comments

Dr. Lowell Strike commented on the following:

- Awards
- More positives to come
- College going culture
- 2016 – 512 students took AP classes at LEHS
- 270 students took the exams
- 2017 – 817 students took AP classes at LEHS
- 417 students are taking the exams
- Opportunities for students
- We still need to grow but in the right path

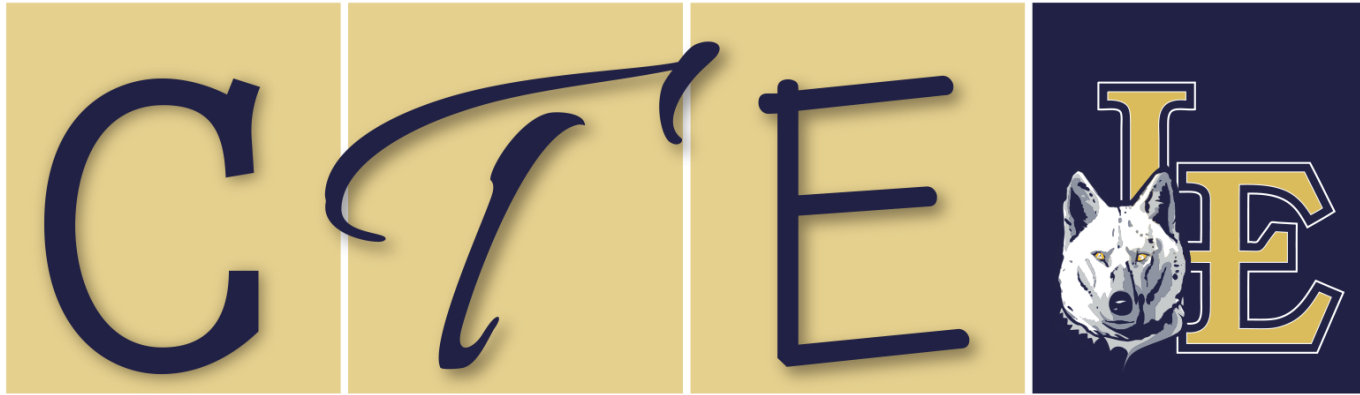
15. Adjournment

Trustee LeAnna Harding made the first motion to approve the adjournment of the meeting. Trustee Dan Blackwood seconded the motion. The motion passes (7-0). The meeting adjourned at 10:19 pm.

Board Agenda Item

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

Board Mtg. Date 05-15-2017	Reports of the Superintendent ☒	Action Item ☐	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	EDUCATIONAL SERVICES UPDATE				
Presenter or Contact Person:	Daniel Gallagher, Assistant Superintendent for Educational Services				
Policy/Code:	EG (LOCAL)				
Summary:	This brief presentation will provide the Little Elm ISD Board of Trustees with an update of the Educational Services Department in the areas of Teaching and Learning, Career and Technical Education, and the Commitment to Excellence Process. The District's planning process is designed to improve student performance through the development of the District's educational goals, the legal requirements for the District and campus improvement plans, all pertinent federal planning requirements, and administrative procedures.				
Financial Implications:	All expected budgetary needs have been addressed through the previously approved 2016-2017 Budget.				
Attachments:	Presentation will be shared with the Board of Trustees on 5/15/2017.				
Recommendation:	This is for information purposes only.				
Motion:	N/A				



Career & Technical Education

“Everyone is preparing for a career.”

Tonight's Presentation

Career & Technical Education in LEISD

Behind the scenes & compliance

Learner success all around us

Creating multiple opportunities for all

Publicity & image

Future focused



Behind the Scenes and Compliance...

Programs of Study, new & refined

Shift all introductory CTE courses to LEHS

Revamp CTE PEIMS coding procedures for 6th-12th & District

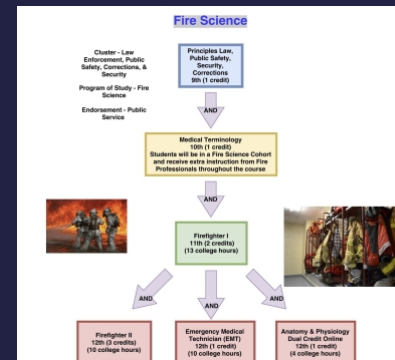
TEA Methods of Administration (MOA) audit from TEA

Full CTE Procedures Handbook written to ensure continuity

New-look Course Guides published for LEHS, PSA, LMS/Powell

Proclamation 2017 Instructional Materials Adoption for CTE

Counselor education to promote coherent sequences



Learner, Program, & Adult Success

HOSA

8 state

1 National

DECA

75 District

40 State

13 International - (school record)

Texas Public Service Association

Shabe Singleton design

FFA

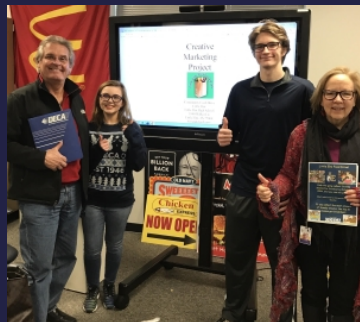
Ft. Worth SS&R 4 students - more
about to compete in HLSR

FFA leadership training, meetings,
new Chapter, fundraisers

Taylor Alcorn newspaper article

Food Bank Marketing Project complete

Implementation fall 2017



Creating Multiple Opportunities for Kids...

76% of 17-18 ninth graders in CTE pathways

Competitions

Student Organizations

Dual Credit

Mentorships

BBC Program

10 students spring

10 students fall

Practicum Capstone opportunities

Health Science - Medical City Frisco

Marketing --- Business - new

AV Production --- Education

Illustration - new

Graphic Design - new

Manufacturing - new

Law Enforcement - new

Fire Academy --- Police Academy

Publicity & Image



Rebranding the program as a service to kids and the community

We exist only to serve our customers

Huge success with our Facebook page - Some links getting 1500+ hits and shares

21,000+ users reached since Aug 2016

<https://www.facebook.com/LEISDCTE/?ref=bookmarks>

Building relationships with local organizations

Rotary; Chamber; EDC; Town of LE

Tribute STEM Board



What CTE programs should we expand and offer for NTX' future?

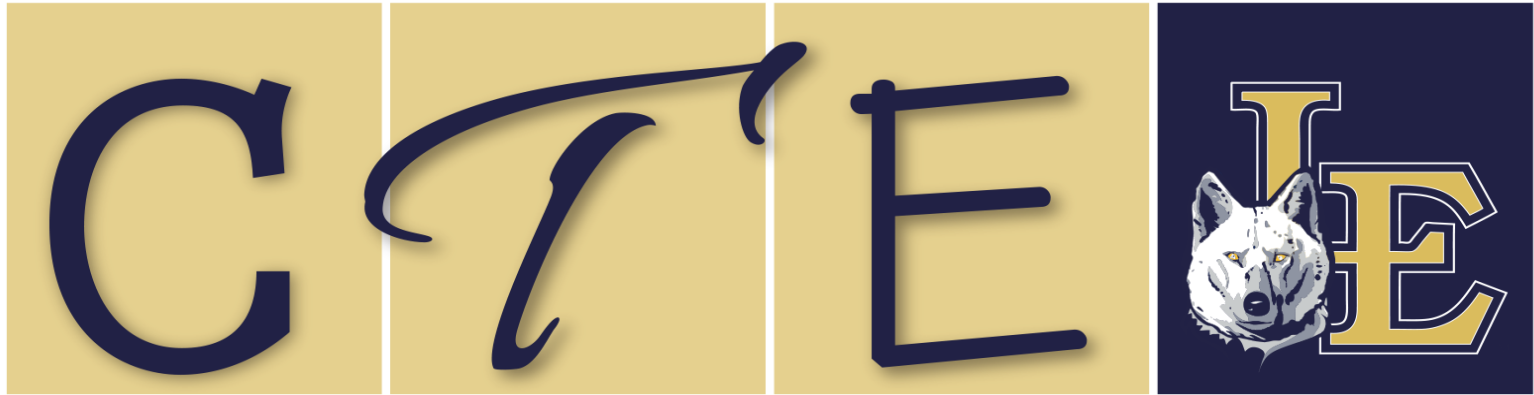
1. Engineering lab
-can expand LEHS current engineering classroom
2. Health Science lab
Renovation to current
3. School store - renovate existing classroom at LEHS
4. Welding lab - expand
5. Automotive technology lab
6. AC technology lab
7. Plumbing technology lab

Occupation Identified & Identified Need

Cook, Restaurant	5086
Teacher Elementary	1575
Teacher Secondary	1503
Police/Sheriffs Patrol Officer	841
Automotive Repair Service Technician	710
Maintenance & Repairer Worker, General	707
Teacher College	668
Food Service Manager	631
Machinist (including CNC)	596
Retail sales associates	594
Retail sales managers	587
Telecommunication Equipment, Cable, Line Repairers/Installers	578
Sales Associates	577
Nurse Registered	552
Electrician	521
Laborers and Freight, Stock and Material Movers (Hand)	485
Accountant	461
Nurse Aide/Assistant (CNA)	445
CNC Manufacturing Technician	405
Home Health Aide	369
Chef or Head Cook	340
Teacher Assistants	337
Servers	322

Attorney/Lawyer	303
Food Server - Professional	298
Medical Assistant	280
None/NA	274
Nurse, BSN	265
Customer Service Associates	250
Financial Managers	238
Welder, Cutter, Soldier, Brazier	236
Medical Coding Specialist	212
IT/System Administrator	185
Cyber-Security Specialist	180
Adult Day Care Workers	176
Automotive Body Technician	175
General & Operations Manager	169
Computer Programmer	154
Heavy Equipment Operator	150
Engineer Civil	147
Medical & Clinical Lab Technician/Technologist	145
Truck Driver, Heavy	137
Plumber, Pipefitter, Steamfitter	131
Computer Systems Analyst	130
Multimedia Artists & Animators	126
Shipping/Receiving Clerks	124
Computer Support Specialist	122

Questions / Comments



Career & Technical Education

Arts & Theater Update May 2017



Elementary Art

- TAEA Art Conference 2016
- Presenters at Summer Summit 2016
- Art clubs; PTA shows; Campus Art Shows; District Art Show; Recycle Fashion Show; Art + Science; Poster competitions; LEISD Holiday Card winner
- PTA Regional Reflections - 15 student awards
- Teacher awards - North Texas Book Festival

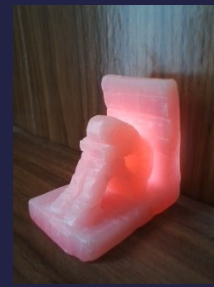


Elementary Art

- Lion's Club poster winners
- Art + core integration; Art + CTE/career integration at Prestwick Elementary
- Fine Art PLC
- Art displays at Point Bank & Town of LE Library
- Directions for consideration; expanding genre opportunities, expanding competitions for students



LMS Art / Powell Art



- Danny Teacher of the Month -October
- Brandon Jarrett Teacher of the Month - November
- 14 Superintendent Awards at Art Show
- Mix of 2D and 3D art offered
- Charcoal, oil, pastel, printing, sculpting, clay, wire, paper mache, wood, balsa, foam, paint, and more
- Directions for consideration; kiln for MS, JR. Vase Competition; school mural

LEHS Art

- AP summer teacher training plus TAEA conference
- Fall 2016 High School Art Show
- District Art Show student entries and teacher art
- Chris Melia - Excellence Coin winner plus Teacher of the Month in January
- Chris Melia - Presenter for Summit 2017



LEHS Art



- 24 students Regional VASE participants
- 3 LEHS entries of 2138 total entries advanced to state - 6.6% statewide advancement average
- State VASE results 2 Students received Gold Medals
- 3 entries accepted to K12Clay exhibit in Portland - there were only 150 nationwide and LEHS got three with one student getting two accepted - 5 individual awards for these two students at the

LEHS Art

- 5 entries advanced to Congressional Art Contest with 2 making the final judging
- Computerized art; recycling over ½ of all clay used; adding a photography program for 17-18 with 20 new digital cameras
- Direction for consideration; adding an outdoor art space at LEHS



Powell Theater

- TETA Convention
- Powell Performance Troupe for traveling shows
- Drama Club created this year
- Refining curriculum to focus on Power Standards, community involvement, and learning trips
- Several performances including for elementary schools, Board Spotlight
- Lip Sync Battle performances

LMS Theater

- Fall production - “10 Ways to Survive the Zombie Apocalypse” UIL competition show “Personals & Personals”
- Two Honorable Mention All-Star Cast members
- One Outstanding Tech member
- Spring production - “I Never Saw Another Butterfly”

LEHS Theater



- Productions this year: Our Town, Denton County premiere of Peter and the Starcatcher, White Christmas, Regional premiere of Monster
- Best Scene award at improv contest
- OAP Awards: 2 Outstanding Tech, 4 Honorable Mention All-Star Cast, 2 All-Star Cast, Best Actress
- 60+ college acceptances for Seniors; 15+ college interest letters for Juniors; \$\$\$\$ scholarships
- Cash award for student design at TheatreFest

Arts - Dance LEHS

- Children's Holiday Parade; LE Parade
- TDEA Convention attendance
- 3 competition grand champions
- Numerous community events
- Program direction: new uniforms; innovative choreography; high standards for all students; JV teams, and JH Pep Squad



Arts - Dance LEHS

- Children's Holiday Parade; LE Parade
- TDEA Convention attendance
- 3 competition grand champions
- Numerous community events
- Program direction: new uniforms; innovative choreography; high standards for all students; JV teams, and JH Pep Squad



LEISD Bands



UIL Region 24 Marching Contest – Sweepstakes (12th of 13 years)

- *US Bands – Music in Motion– Finalist/Outstanding Winds/Outstanding Guard

- *US Bands – Dallas Regional – Grand Champions!/Outstanding

- *Winds/Outstanding Marching/Outstanding Guard

- *US Bands – Yamaha Cup - 4th Place in Class

Drumline - HEB Contest - 4th Place in Class

Drumline Forney Contest – Ensembles finished in 4th, 6th, and 10th

UIL Region 24 Concert & Sight-Reading

- *Wind Ensemble – Excellent Stage & SR

- *Symphonic Winds – Superior Stage/Excellent SR

Jazz Ensemble

- *TCU Jazz Festival – Excellent Rating

- *Chet Baker Jazz Contest – Superior Rating



LEISD Bands

LEHS Varsity Guard - WGI 7th Place Finalist (Dayton, Ohio), NTCA Champions (Open Class), WGI Austin Regional – 2nd Place, WGI Dallas Regional 1st Place, NTCA Contests (4) – All 1st Place

All-Region Bands – 3 Students Placed

Macy's All-American Marching Band – 5 Students Placed

UIL Solo & Ensemble Contest – 61 Superior Ratings, 31 Advanced to State Contest

Lakeside Middle School – UIL Region 24 Concert & Sight-Reading Contest

- * Honors Bands – Sweepstakes (2nd consecutive year)

- * Symphonic Band – Excellent Rating

All-Region Bands – 5 Students Placed

Boo Bowl Tradition with Lobo Band



LEISD Choirs

UIL Region 24 Concert & Sight-Reading

- * Chorale – Sweepstakes (2nd consecutive year)

- * Women's Chorus – Superior on Stage & Excellent in SR

All-Region Choir – 3 Students Placed

All-State Choir – Sam Kirchner & Brandon Sears (2 consecutive years)

UIL Solo & Ensemble Contest – 35 Superior Solos & 2 Superior Ensembles

Lakeside Middle School Choir – UIL Concert & Sight-Reading

- * Bel Canto Women – Excellent on Stage & Superior in SR

Solo & Ensemble Contest – 2 Outstanding Vocalists

7th and 8th Grade All-Region Honor Choir – Gracie Miller

Pride of Texas Music Festival (6th Grade) – Superior Rating

Hurricane Harbor Choir Festival – (3 Choirs) – All Superior Ratings



Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 5-15-2017	Reports of the Superintendent ☒	Action Item ☐	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	SCHOOL START TIMES FOR 2017-2018 Update				
Presenter or Contact Person:	Dr. Cyndy Mika, Assistant Superintendent for School Improvement and Accountability				
Policy/Code:	N/A				
Summary:	This report provides the Board of Trustees an update on school start times for the 2017-2018 school year.				
Financial Implications:	No financial information included in this report.				
Attachments:	N/A				
Recommendation:	This report is for informational purposes. No recommendation for Board action is necessary				
Motion:	This report is for informational purposes. No motion for Board action is necessary				

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date 5-15-2017	Reports of the Superintendent ☒	Action Item ☐	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	School Performance Update				
Presenter or Contact Person:	Dr. Cyndy Mika, Assistant Superintendent for School Improvement and Accountability				
Policy/Code:	N/A				
Summary:	This report provides the Board of Trustees an overview of our District Performance.				
Financial Implications:	No financial information included in this report.				
Attachments:	N/A				
Recommendation:	This report is for informational purposes. No recommendation for Board action is necessary				
Motion:	This report is for informational purposes. No motion for Board action is necessary				

Board Agenda Item

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

Board Mtg. Date 05-15-2017	Reports of the Superintendent ☒	Action Item ☐	Consent Agenda ☐	Reports, Routine Monthly ☐	Other ☐
Subject:	JROTC UPDATE				
Presenter or Contact Person:	Dr. Cyndy A. Mika, Assistant Superintendent for School Improvement and Accountability				
Policy/Code:	N/A				
Summary:	Update on providing JROTC				
Financial Implications:	N/A				
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	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
05-15-2017	☒	☐	☐	☐	☐
Subject:	STUDENT PARTICIPATION ON BOARD				
Presenter or Contact Person:	Dan Blackwood, Trustee				
Policy/Code:	N/A				
Summary:	Information only				
Financial Implications:	N/A				
Attachments:	Four presentations.				
Recommendation:	This is for information purposes only.				
Motion:	N/A				

Involving Students in Governance

November 2004

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Introduction

Although the vast majority of K-12 teaching in the United States takes place in classrooms, children learn from peers, their parents and other adults, and they learn in and out of school. Recognizing the value of experiential learning, high schools often place students in internships or provide job-shadowing opportunities in the community. Science teachers involve students in local environmental projects such as water or soil testing. Civics teachers encourage students to attend city council meetings to learn about local politics. And nearly every high school offers students opportunities to participate in vocational student organizations, student government, team sports and other extracurricular activities aimed at giving students opportunities to learn, and apply their learning, outside the classroom.

Most state and local school systems include language in their mission or vision statements about cultivating active, involved community members and future leaders. The extracurricular activities mentioned above can provide many opportunities for leadership training, with student government probably the most clearly aimed at fostering student leadership. And civics or government courses can certainly provide opportunities for students to learn – and in some cases observe directly – how politics and government work. Yet the widely held belief that a quality education should include real-world experiences rarely leads school systems to involve students in governance and policymaking. Students are rarely involved in decisions about school or district programming, state or district graduation requirements, faculty hiring, teacher licensing or even the

lunch menu – decisions that clearly affect them.

Many policymakers might argue that educational governance should be left to adults. But if the mission statements of many state and district boards of education are any indication, education is as much about fostering citizenship as it is about preparing students for college and the workplace. The skills of citizenship – including leadership and informed decisionmaking – must be learned. Involving students in governance is one way to provide opportunities for students to acquire and practice these skills. And while there are challenges for leaders to consider in bringing students into the decisionmaking process, there also are important benefits for the students, the community and the policymaking body itself.

This policy brief presents some of these benefits, with examples from across the country. Discussion also centers on the challenges of involving young people in governance and a set of questions for state and local policymakers to consider. The conclusion provides recommendations for those considering this strategy and the useful resources helps you locate additional information on this issue.

The skills of citizenship – including leadership and informed decision-making – must be learned. Involving students in governance is one way to provide opportunities for students to acquire and practice these skills.

Why involve students in governance?

Most secondary schools offer students the opportunity to participate in some sort of student government. And where student government was once restricted mostly to a few popular students elected by their peers, many schools now offer the opportunity for any student to participate. This is sometimes done through a student government course, in which students learn leadership and decisionmaking skills.

Some principals and superintendents have created student advisory groups with which they meet regularly. These groups offer the administrator an opportunity to explain policies and decisions to students, to hear directly from students about their concerns and to seek their insights. Some school boards devote a portion of their meetings to reports from students. Most administrators and board members report these arrangements are generally positive for students and board members, and are helpful in making policy decisions.

Yet none of these models really involves students in school or district policymaking. While students may be able to offer advice to principals, superintendents and board members, it is ultimately the adults who make the decisions about the issues that really matter.

Decisionmakers at the school, district and state levels might respond that children and teens do not have the maturity or breadth of experience to fully comprehend school budgets, staffing, instruction, facilities and legal matters that must be addressed by education leaders, and that involving young people would only slow things down.

It is true that involving students in the process may initially require extra time for both adults and students to become comfortable. But with proper training and some patience by adult policymakers, students are often able to contribute a great deal. In some cases the dynamic within a policymaking body may be changed for the better by the presence of

"For our nation's public schools to continue their vital role in our democracy, we need to develop our students' commitment to and understanding of that role.

These young citizens will eventually elect our replacements on school boards, as well as make critical decisions regarding the funding and purposes of public schools." (Morales and Pickeral 2004)

students, since members may feel obliged to be less confrontational, to articulate their arguments about the issues more clearly and to come to agreement through honest deliberation.

Larry Davis, executive director of the Washington State Board of Education, says students offer adult board members an immediate understanding of how a particular decision will affect students. According to Bill Keys, school board president for the Madison Metropolitan School District in Wisconsin, this takes much of the guesswork out of policymaking, especially for those board members who may not have much experience working directly with students.

There are other potential benefits of student involvement in governance to various stakeholders (Mantooth n.d. (a) and Zeldin, et. al 2000).

Benefits to student decisionmakers:

- Development of leadership and public-speaking skills, dependability and responsibility
- Better understanding of public policy and democratic processes
- Exposure to diverse people, ideas and situations
- Availability of more resources, support and role models
- Increased self-esteem, sense of personal control and identity.

Benefits to adult decisionmakers:

- More confidence working with and relating to youth
- Better understanding of the needs and concerns of youth, and increased sensitivity to programming issues within the organization

- Increased energy and commitment to the organization
- Stronger sense of connectedness to the community.

Benefits to organizations and their governing bodies:

- Increased clarity and focus on organizational mission
- More connected and responsive to youth, resulting in better programming
- More inclusive and representative, leading to better programming
- More attractive to funders.

Adolescents often complain that adults do not take their concerns seriously. While this may be true in some cases, young people often make this assumption even when their preferred policy option is rejected for legitimate reasons. Giving student representatives a place at the table and a genuine role in decisionmaking – and developing a process to ensure they accurately represent the concerns of their constituents – may help convince skeptical students that their voices are being heard by policymakers even when they do not get exactly what they want.

Another group that benefits from student involvement is the community as a whole. Young people who participate in governance learn leadership skills, develop habits of civic participation and become fluent in policymaking. Through experiences such as these, they are poised to become the next leaders in their communities. And even students who do not serve in leadership positions may become less cynical about politics if their very first experiences with representative democracy are positive.

Finally, involving students in policymaking may be one way to both ensure the long-term success of educational systems and preserve the legacy of current members. Students who participate in governance while attending school under the policies they help create and support can provide an important perspective on the efficacy of those policies and can help ensure more effective policies in the future. In addition, these students may be more likely to run for the school board when they become eligible to do so. What they learn from education leaders and policymakers with whom they work now will inform their decisions as future policymakers.

What do we mean by student involvement?

While little research exists on student involvement in school governance, there is significant literature on youth involvement in the governance of other types of organizations – typically those that serve youth. While community-based youth service providers are not subject to the same level of government oversight as public education, they can offer important lessons to schools, districts and states considering how best to involve students in decisionmaking.

Because they constantly struggle for funds to hire and retain staff, small youth service agencies often must rely on young people to help maintain the day-to-day operation of their programs. Because they see the development of leadership skills as an important component of youth development, these providers routinely create opportunities for youth leadership within the programs they offer and involve young people in programming decisions. In addition, foundations and other funders of youth programs have begun to require that

applicants demonstrate youth involvement in the development of funding proposals, and in overseeing and implementing the programs supported by whatever funding is awarded.

From youth involvement in operations, program design and fundraising, it is a short step to involving young people in planning and governance. The youth development field, as a result, has a history of involving students in decisionmaking that may be instructive. The quality of youth participation, however, varies. In some cases, young people are full partners with adults, offering ideas, discussing issues and working side by side with their adult colleagues. In others, youth act primarily as “window dressing” to make the organization more attractive to funders. Most models of youth engagement, however, fall somewhere between these two extremes. Figure 1 shows a typology representing one view of youth-adult partnerships in governance, with models deemed least inclusive and supportive of youth leadership at the bottom, and the best, most equitable models at the top.

While state law will determine the extent to which a district or state may involve students in actual policymaking, most of the differences in the levels of student involvement described in Figure 1 have to do with the comfort level of the adults involved. The quality of student participation depends, to a great extent, on the support given to the students by the adults, and the extent to which the students feel their contributions are valued by those adults. When young people are given opportunities to participate, they can surprise us with

their maturity, acuity and wisdom. Yet like any of us, they also need the support and affirmation of mentors and role models.

Figure 1: Ladder of Youth Participation

- **Youth-adult shared decisions:** Youth and adults offer and accept each other’s ideas, and young people’s input on decisions is as valued as that of the adults.
- **Adult-initiated, shared decisions with youth:** Projects or programs are initiated by adults but decisionmaking is shared with youth.
- **Consulted and informed:** Youth give advice, but decisions are made by adults. Youth are informed about how their input will be used and the outcomes of the decisions made by adults.
- **Assigned but informed:** Youth are assigned specific roles and informed about how and why they are being involved.
- **Tokenism:** Young people appear to have a voice, but in fact they have little choice about their roles and responsibilities.
- **Decoration:** Youth are given symbolic but ultimately meaningless roles to make the organizations look good.
- **Manipulation:** Adults use youth to support causes and pretend the causes are inspired by youth.

(Adapted from Hart 1992)

Student involvement in district governance

One arena in which students are rarely involved in a substantive way – and one that affects them most directly – is school and district governance. On the one hand, it is not surprising that students are not more involved in decisions about such mundane topics as budgets, insurance and facilities. For example, college student Shreya Mehta, a 2004 graduate of Irvington High School in Fremont, California, worked on several political campaigns, interned with a state assemblyman during high school and plans to major in political science in college. Yet Shreya describes the only school board meeting she ever attended as “pretty boring.”

But not all students share Shreya’s sentiments. Danielle Kimble, another member of the class of 2004 from Charlevoix, Michigan, attended many school board and township board meetings during high school. Danielle participated in a signature drive to keep Wal-Mart out of her small town and worked with fellow students to get the state Legislature to adopt a law restricting the number of passengers that may ride with a driver holding only a learner’s permit. Danielle says, “Local government intrigues me . . . immensely! They make decisions constantly that affect my life.

Another reason school boards do not involve students more often in decisionmaking is that under state law they are usually ineligible for public office. Yet many districts have found ways to include youth voices. The policy of the board of the Teton County School District #1 in Jackson, Wyoming, for example, states that student board members “shall not have

an official vote in Board matters, but shall be entitled to an unofficial vote recorded in the minutes.” The board of the Cumberland County School System, in Crossville, Tennessee, includes student members in the official roll call, invites students to participate in all discussions and gives student members an “honorary vote” that is not counted in the official tally.

Under Maryland state law, county boards of education may allow students to vote on some matters. In Baltimore County, for example, the student board member may vote on all matters except those relating to suspension or dismissal of teachers, principals and other professional personnel; collective bargaining; capital and operating budgets; school closings, reopenings and boundaries; and special education placement appeals.

A number of other states and territories explicitly provide for student membership in local school boards through state law (though none requires it), including Montana, Nebraska, New York, Puerto Rico, Utah and Virginia.

As described above, some districts seek student input through less direct means than seating students at the table with the school board such as student reports to the board and advisory groups to the superintendent. Some districts include students on curriculum committees, site-based management teams and even hiring committees. John Day, a veteran teacher at Greely High School in Cumberland, Maine, was a member of a hiring committee that included students. “I

remember sitting there, looking at a 9th grader, thinking that 'You have the same vote for staff that I have.' That's amazing."

Since most boards do not allow students to vote, many adult school board members believe the importance of students' participation lies in their contributions to board deliberations. Kim Goossens, a board member for the Garfield Re-2 School District in Rifle, Colorado, believes students' presence at her

board's meetings helps keep conversations on track and more respectful. "We try to have the kind of meetings we're expected to be having, and should be having." Goossens and the other board members and staff interviewed for this paper agreed the most important consequence of student involvement is that it helps boards stay focused on the students they serve.

Student involvement in state policymaking

Though there are clearly many more opportunities for student involvement in decisionmaking at the school district and building level, a few states have established formal mechanisms for soliciting student voice on educational issues. A number of states provide for student representation on their respective state boards of education, and some have developed other strategies to secure student input on education and other areas in which young people have a stake.

Alaska, California, the District of Columbia, Hawaii, Iowa, Maryland, New Jersey, Tennessee and Washington all maintain student positions on their state boards of education. A typical example is Washington, where the state board has maintained nonvoting student positions for 27 years, according to executive director Larry Davis. There are two student positions on the board, and student board members are selected by the all-student board of directors of the Washington Association of Student Councils. Once selected, a student board member begins a two-year term in his or her junior year. The terms of the student board members are staggered, with the senior student serving as a mentor to the junior member. Davis is enthusiastic in his support for student involvement saying, "They're a constant reminder of why we're in this business."

The board of the District of Columbia Public Schools includes two student members, elected by the citywide Student Advisory Council and confirmed by the board. As members of any board committee, student members "have the right to vote, to make a quorum, and to participate as fully as any other member of the committee" (5 DC ADC s 116). Student votes during meetings of "the committee of the whole," however, are counted only for purposes of establishing a voting record and do not become part of the official vote.

Maryland's state board includes one student member, but in this case the governor selects one of two students nominated by the Maryland Association of Student Councils. The student board member is allowed to participate in executive sessions, but may not vote on dismissal or disciplinary action involving personnel, on budgets or on appeals under certain sections of the state education code.

Some states include students in state policymaking in other ways. Oregon's Youth Advisory Team, described above, is one example. A quick search of state codes provides three other examples of bodies that require student members, though there are probably many others: the California Child Nutrition Advisory Council, the New Hampshire Health Education Review Committee and the New Jersey

Commission on Environmental Education. Not coincidentally, the work of these entities concerns education and children's issues.

Oregon State Superintendent's Youth Advisory Team

Oregon's State Board of Education does not have a student member. Yet Oregon offers a wonderful example of the seriousness with which students are willing to approach important governance issues when given the opportunity, and the high-quality work they are capable of producing. State Superintendent of Public Instruction Susan Castillo has established a Youth Advisory Team (YAT), with which she and her staff meet four times per school year. The YAT is made up of 20-25 students, 8th grade through college freshmen.

Prior to YAT meetings, members are sent relevant information and readings on the issues to be considered. At the meetings, YAT members hear from expert guests and are asked to make recommendations. In the past two years, the YAT has addressed issues such as high school reform and Oregon's Certificate of Advanced Mastery, changes in graduation requirements to better prepare students for college and work, and school safety. YAT has made recommendations on all these topics to the Oregon Department of Education (ODE), and the department publishes reports on the YAT meetings and recommendations, as well as the steps the department is taking to follow up on YAT recommendations.

In February 2004, for example, YAT considered the issue of school and district consolidation. The group heard from the administrator for the Oregon House Education Committee, the administrator for the State Board of Education and other ODE staff. Students learned about district mergers in Oregon and Arkansas, and about the effects on school districts of a property tax bill passed in the early 1990s and Oregon's 21st-Century Schools Act. The YAT recommended the development of a set of questions to be considered in making a consolidation decision (such as whether current course offerings are limited by the district's size, and the distance students would have to travel in a consolidated district). The students also suggested that students' current academic achievement be considered. According to the YAT report on this meeting, the state superintendent asked that the Legislature, the governor's office and the State Board of Higher Education consider the YAT recommendations, and the Senate Education Committee did indeed consider the issue and the YAT recommendations.

For more information on YAT, see www.ode.state.or.us/superintendent/yat.

In a few states, student board members are allowed to vote on certain matters. In most, however, students' status as minors means that boards and other policymaking bodies have had to find other ways to elicit student voices on important policy issues and decisions. A few have settled on some form of unofficial vote, while for others students' most important contribution comes during board deliberations. In some cases, board policy limits students' ability to influence the board's deliberations. For example, board policy for the Gibbon-Fairfax-Winthrop Schools, in Minnesota, states that student board members do "not have the right to vote or make or second a motion." Other districts seek to actively encourage student participation. The board bylaws of the Davenport Community Schools, in Iowa, give student members "the privilege of submitting items for discussion on the board agenda except those items relating to personnel."

One issue boards need to consider, then, is their real purpose for involving students in governance, and whether their policies actually accomplish that purpose. An approach in which students come to meetings but are not allowed to initiate discussion on the issues that are important to them (or those they represent) falls near the bottom of the Ladder of Youth Participation in Figure 1. Such an approach is not likely to engage students fully. If a board genuinely seeks to design policy that is responsive to students' needs, it must create a process that encourages student input.

Another issue to consider is that of board diversity and representativeness. The students who are appointed or elected to school boards are likely to be the most motivated, high-achieving members of the student body. In a few places, attempts have been made to reach beyond the typical student leaders and involve a more diverse set of students in decisionmaking. Tennessee state law, for example, requires that if a school board includes student members, it must include four students, two of whom are enrolled in the college track and two in the technology track. The Davenport school board includes a student member from each of the district's three high schools and a special education student position, which rotates among the high schools.

One related finding, though anecdotal, is that for many of the state and district boards examined here student representatives are the only nonwhite members. Because the population of U.S. schools is becoming increasingly diverse, it is important that boards reflect this diversity. Students of any background must believe that leadership opportunities are open to them both now and when they are adults. Thus processes for student involvement that are fair and equitable can serve as strategies for making boards and other governing bodies more representative, and for cultivating leaders from minority communities.

Like any other innovation, student involvement in governance is more likely to be sustained if there is a policy in place to support it. But the specifics of the policy are critical. The policy of the Garfield Re-2 School District, for example, describes

the rationale and goals for student participation in the district's board of education, the duties of the student representative, length of terms and voting restrictions, and the Student Ambassador program. But the policy does not spell out how the district will support the student representative. As a result, Kim Goossens, the board member responsible for getting the policy adopted, spends a significant amount of her own time providing support for student board members and the Student Ambassador Program. Goossens enjoys working with the students, but when she was ill recently, she says the program "stumbled." She has asked other board members for help, but worries the program is not sustainable.

Selection or Election of Student Representatives?

Policies designed to include representatives from certain student subgroups (e.g., special education, vocational track) do not necessarily mean student decisionmakers truly represent their constituents' interests. In some cases students are elected, and so are, theoretically, answerable to the students they represent. In Madison, Wisconsin, for example, the student representative to the board is one component of a two-part system designed to represent students' interests to the board. Any Madison high school student may run for a regular or alternate position on the board. A candidate forum is held for all students, and the candidates tour all the district's high schools, giving speeches and answering students' questions prior to a districtwide election.

The second part of Madison's system is the Madison Student Senate (MSS), which operates as a medium for communication between students and the school board. Members of the MSS include eight representatives from each high school, the student board member and alternate, and the losing candidates from the final election for the board. MSS members report to their respective student councils and fellow students. The alternate student board member is the MSS chair. Student groups may present information or concerns to the MSS, and the student board member may share these concerns with the school board as appropriate.

The student representative to the Madison school board receives one pass/fail credit for participation, with the school board determining whether to pass or fail the student. The student representative to the board may be impeached by a two-thirds vote of both the MSS and the school board.

In other cases, student representatives are not directly elected, but students are involved in the selection process. In Maryland, for example, student applicants for the state board of education are interviewed by officers of the Maryland Association of Student Councils (MASC), the current student member of the board and an adviser. Five candidates are selected to address about 800 students at the MASC Legislative Session and answer questions. Students attending the session cast ballots and select two finalists, and the governor selects one of the finalists to serve on the board.

By contrast, staff for the Washington State Board of Education provide support to student board members, briefing them prior to meetings and answering questions afterward if necessary. Larry Davis, executive director of the board, schedules a home visit each year with the new student member and his or her parents, and encourages student members to ask questions whenever they need help. In addition, the board's strategy of having an older, second-year student member mentor the first-year student member reduces the burden on staff and adult board members while also providing an opportunity for the elder student to be an "expert." The result, says Davis, is that while first-year student members do not contribute a great deal to board deliberations, by the second year they are very involved and contribute a great deal.

The student board member policy of the Teton County School District in Wyoming spells out a similar mentoring system. Student board members also are required to meet with the superintendent on a regular basis to discuss school board agenda items and matters to be discussed with the Student Impact Committee, which is comprised of students from the district's middle and high schools. Finally, new student board members must participate in board orientation and training throughout their first month on the board. By including these provisions in district policy, the board ensures student members will continue to be supported without placing a burden on a single board member.

Questions for policymakers

Before deciding to involve students in governance, boards and other governing bodies must assess their priorities and clarify their mission. For a variety of reasons, schools are focused more than ever before on improving the academic achievement of all students, especially in the areas of literacy, math and science. For many districts and states, the pressure to demonstrate constant improvement in these areas is intense. As such, many boards may find it difficult to justify what they perceive as the added responsibility of cultivating young leaders.

Most policymakers and education leaders would probably agree that one of the essential functions of public education in the United States is the preparation of citizens who understand and exercise their rights and responsibilities, and who are capable of participating in their own governance. Involving students in educational governance can be an effective way to serve this function. But policymakers must determine whether they have the commitment and capacity to involve students in a meaningful and productive way. A poorly designed program that does not effectively engage student representatives, or causes them to feel their contributions are not taken seriously (such as the approaches described at the lower end of the Ladder of Youth Participation in Figure 1), may actually increase student cynicism.

For those education leaders seeking to contribute to the civic mission of education by providing opportunities for students to participate in decisions about their own education, the following questions should be considered.

1. Does the state or district mission include the preparation of democratic citizens? Do policymakers believe it is their role to support this mission?
2. Are policymakers willing to adjust their culture and procedures to make youth feel welcome and supported? Are they willing to discuss student input on the merits, even when it conflicts with their own views?
3. What are the legal restrictions on student involvement in policymaking? If students may not vote, are there other ways policymakers can include student voices in decisionmaking?
4. Is creating student positions on the board of education the best approach? Would another model involving more students, such as an advisory group, provide students as valuable an experience in genuine decisionmaking?
5. What kind of training will student decisionmakers need to serve effectively? What kind of training will adult decisionmakers need to support student decisionmakers and get the most out of student involvement?
6. Will meetings be scheduled at times and locations that will allow student representatives to participate?
7. Does the policy provide students with the support they need to be successful (such as training, staff support, mentor(s) and formal and informal opportunities to ask questions and communicate with their adult colleagues)?
8. Does the policy ensure student representatives accurately reflect the interests and concerns of the student body, and effectively communicate policymakers' decisions to the student body?

Conclusion

All board members and staff interviewed for this paper were positive about their experiences involving students in decisionmaking. When asked specifically whether student involvement changed the dynamics of board meetings and deliberation, these education leaders responded that students' presence, in fact, improved board meetings by giving members a clearer understanding of the effects of their policy decisions on students, by helping focus the conversation and by reminding board members to behave in a respectful way.

Including students in governance provides opportunities to learn many of the essential skills of citizenship such as researching an issue, asking probing questions, developing and defending a position, negotiating, discussing and debating. Through participation in educational governance, students learn that public policy is made by the public, and that as citizens – even after they leave school – they have the skills, the knowledge and the right to participate in developing the policies that govern their lives.

Because of their history of involving youth in leadership and decisionmaking, professionals in the youth development field can serve as important partners for educators and policymakers in designing and supporting student leadership opportunities. Strong partnerships between education policymakers, teachers and community-based youth service providers can ensure programs designed to involve students in educational governance are well designed, are linked to classroom-based civics instruction, and students receive ongoing support and opportunities for reflection on the leadership lessons they learn.

While further study is needed to fully understand the effects on policy of different levels of student participation in policymaking, existing research on youth participation in the governance of youth-serving agencies indicates that greater involvement is better for youth, for the governing body and for the organization. Those already engaging students in decisionmaking appear to support this finding. Thus, if one of the goals of public education in a democracy is to prepare citizens to participate in their own governance, it seems logical that classroom-based civic education should be augmented with opportunities for young citizens to develop the competencies and practice the skills needed for effective participation.

Resources

Publications

Bernard, H. (n.d.). *The Power of an Untapped Resource: Exploring Youth Representation on Your Board or Committee*. Juneau, AK: Association of Alaska School Boards. www.aasb.org/publications/untapped_resource.pdf.

Fletcher, A. (n.d.). *Total Infusion: District Scores 100% on Student Involvement in Decision-Making*. www.soundout.org/features/annearundel.html.

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Zeldin, S., A.K. McDaniel, D. Topitzes and M. Calvert (2000). *Youth in Decision-Making: A Study on the Impacts of Youth on Adults and Organizations*. Madison, WI: University of Wisconsin Extension. www.atthetable.org/images/Details/03130216081398_YouthinDecisionMakingReportRevised9-01.pdf.

Organizations

At The Table, www.atthetable.org.

The Innovation Center for Community and Youth Development, www.theinnovationcenter.org.

Youth on Board, www.youthonboard.org.

Sample District Policies

Culver City Unified School District, Culver City, CA. Board Bylaw 9150, *Student Board Members*, www.ccusd.k12.ca.us/Board/Policies/9000/9150bb.htm.

Davenport Community Schools, Davenport, IA. Board Policy 901.6, *Student Board of Directors*, www.davenport.k12.ia.us/schoolboard/bpolicy/901.asp#901.6.

Gibbon-Fairfax-Winthrop Schools, Winthrop, MN. Policy 2.18, *Student Representative on the School Board*, www.gfw.k12.mn.us/board/GFW%20Policy%20Handbook.pdf.

Madison Metropolitan School District, Madison, WI. Board of Education Policy 4501, *Student Representation on School Board*, www.madison.k12.wi.us/policies/4501.htm. Overview: www.madison.k12.wi.us/topics/senate/.

Milwaukee Public Schools, Milwaukee, WI. Administrative Policy 8.18, *Student Involvement in Decision Making*, www2.milwaukee.k12.wi.us/governance/rulespol/policies/PDF/CH08/8_18.pdf.

Prince George's County Public Schools, Upper Marlboro, MD. Board Bylaw 9271, *Individual Members: Student Board Member*, www.pgcps.org/~board/policy/9000bylawsofthe_/bylaw9271student/office2k/office2k.htm.

Teton County School District #1, Jackson, WY. *Student School Board Member Job Description*, www.tcsd.org/Board/Student_Board_Info/Student_BOE_Job_Description.pdf.

Sample State Policies

California Education Code 33000.5: *Appointment of student members to State Board of Education*; and 35012: *Board members; number, election and terms; pupil members*.

California Government Code 3540-3549.3: *Meeting and Negotiating in Public Educational Employment*.

Code of District of Columbia Municipal Regulations, Title 5, Chapter 1, § 116: *Student Member of the Board*.

Consolidated Laws of New York (Education Law), Chapter 16, Title II, Article 35, § 1702: *Board of education; election; terms of office*.

Tennessee Code, Title 49, Chapter 2, Part 2, § 202: *Boards of Education – Members and Meetings*.

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The Education Commission of the States (ECS) National Center for Learning and Citizenship (NCLC)

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LEISD Board Meeting 5/15/2017

Proposal to add Student Representative to the Board of Trustees

Submitted by Trustee Dan Blackwood

My proposal is to add a Student Representative to the LEISD Board of Trustees in an advisory position.

Although the Texas Education Code¹ prohibits student Trustees in official voting roles, except in very specific circumstances, there are no provisions that deny a district the ability to have a student advisor.

I believe the District and Board are in need of a voice for its customers, to steal a phrase from Dr. Strike. There have been multiple studies and papers written on this matter, some of which I reference below.^{2 3}

I believe this will allow LEISD to go a great step further in meeting our Mission of “ENGAGE, EQUIP, and EMPOWER each student to realize their full potential”. Having a student advisory position will allow the Board and District to ENGAGE the students in the decision-making process. It will EQUIP the students of how local government functions. And it will EMPOWER the students to have a voice in their education.

After reviewing the applicable law and several articles pertaining to this topic, I am suggesting we have a Student Advisory position that is selected by the Board to represent the students of the district. This position will be able to participate in open discussion on any topic that is under Board consideration. They will be available to ask questions of the Board and any presenters to the Board and can answer any questions posed by the Board or presenters to the Board. They can suggest items for consideration to be placed on the Agenda for review. They will not be able to vote, participate in closed sessions, attend any grievance hearings, participate in any matters regarding disciplinary or HR issues or any additional legal items not included in this list.

For your consideration,

Dan Blackwood

Attachments:

1. Tx. Ed. Code, CH 11, Sec. 11.5011
2. “Involving Students in Governance”
3. “Guide to Students on School Boards, 2nd Ed.”

¹ Ch. 11, Sec. 11.0511

² NCS/NCLC Policy Brief Nov. 2004 “Involving Students in Governance”

³ Sound Out [“Guide to Students on School Boards, 2nd Edition”](#)

EDUCATION CODE

TITLE 2. PUBLIC EDUCATION

SUBTITLE C. LOCAL ORGANIZATION AND GOVERNANCE

CHAPTER 11. SCHOOL DISTRICTS

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 11.001. ACCREDITATION. Each school district must be accredited by the agency as provided by Subchapter C, Chapter 39.

Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 895 (H.B. 3), Sec. 5, eff. June 19, 2009.

Sec. 11.002. RESPONSIBILITY OF SCHOOL DISTRICTS FOR PUBLIC EDUCATION. The school districts and charter schools created in accordance with the laws of this state have the primary responsibility for implementing the state's system of public education and ensuring student performance in accordance with this code.

Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

Sec. 11.003. ADMINISTRATIVE EFFICIENCY.

(a) Expired.

(b) Each regional education service center shall:

(1) notify each school district served by the center regarding the opportunities available through the center for cooperative shared services arrangements within the center's service area; and

(2) evaluate the need for cooperative shared services arrangements within the center's service area and consider expanding center-sponsored cooperative shared services arrangements.

(c) Each regional education service center shall assist a school district board of trustees in entering into an agreement with another district or political subdivision, a regional education service center, or an institution of higher education as defined by Section 61.003, for a cooperative shared services arrangement regarding administrative services, including transportation, food service, purchasing, and payroll functions.

(d) The commissioner may require a district to enter into a cooperative shared services arrangement for administrative services if the commissioner determines:

(1) that the district has failed to satisfy a financial accountability standard as determined by commissioner rule under Subchapter D, Chapter 39; and

(2) that entering into a cooperative shared services arrangement would:

(A) enable the district to enhance its performance on the financial accountability standard identified under Subdivision (1); and

(B) promote the efficient operation of the district.

(e) The commissioner may require an open-enrollment charter school to enter into a cooperative shared services arrangement for administrative services if the commissioner determines, after an audit conducted under Section 12.1163, that such a cooperative shared services arrangement would promote the efficient operation of the school.

Added by Acts 2006, 79th Leg., 3rd C.S., Ch. 5 (H.B. 1), Sec. 2.03, eff. May 31, 2006.

Amended by:

Acts 2009, 81st Leg., R.S., Ch. 895 (H.B. 3), Sec. 6, eff. June 19, 2009.

SUBCHAPTER B. INDEPENDENT SCHOOL DISTRICTS

Sec. 11.011. ORGANIZATION. The board of trustees of an independent school district, the superintendent of the district, the campus administrators, and the district- and campus-level committees established under Section 11.251 shall contribute to the operation of the district in the manner provided by this code and by the board of trustees of the district in a manner not inconsistent with this code.

Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

SUBCHAPTER C. BOARD OF TRUSTEES OF INDEPENDENT SCHOOL DISTRICT--GENERAL PROVISIONS

Sec. 11.051. GOVERNANCE OF INDEPENDENT SCHOOL DISTRICT; NUMBER OF TRUSTEES. (a) An independent school district is governed by a board of trustees who, as a body corporate, shall:

(1) oversee the management of the district; and

(2) ensure that the superintendent implements and monitors plans, procedures, programs, and systems to achieve appropriate, clearly defined, and desired results in the major areas of district operations.

(a-1) Unless authorized by the board, a member of the board may not, individually, act on behalf of the board. The board of trustees may act only by majority vote of the members present at a meeting held in compliance with Chapter 551, Government Code, at which a quorum of the board is present and voting. The board shall provide the superintendent an opportunity to present at a meeting an oral or written recommendation to the board on any item that is voted on by the board at the meeting.

(b) The board consists of the number of members that the district had on September 1, 1995.

(c) A board of trustees that has three or five members may by resolution increase the membership to seven. A board of trustees that votes to increase its membership must consider whether the district would benefit from also adopting a single-member election system under Section 11.052. A resolution increasing the number of trustees takes effect with the second regular election of trustees that occurs after the adoption of the resolution. The resolution must provide for a transition in the number of trustees so that when the transition is complete, trustees are elected as provided by Section 11.059.

Added by Acts 1995, 74th Leg., ch. 260, Sec. 1, eff. May 30, 1995.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 1244 (H.B. 2563), Sec. 1, eff. September 1, 2007.

Sec. 11.0511. STUDENT TRUSTEE FOR CERTAIN DISTRICTS. (a) This section applies only to a school district described by Section 11.065(a) in which a school in the district is operating under a campus turnaround plan.

(b) Notwithstanding Section 11.051(b), the board of trustees of a school district may adopt a resolution establishing as a nonvoting member a student trustee position as provided by this section.

(c) For a student trustee position under this section, the board shall adopt a policy that establishes:

- (1) the term of the student trustee position;
- (2) the procedures for selecting a student trustee, including the method for filling a vacancy; and
- (3) the procedures for removal of a student trustee.

(d) A student is eligible to serve as a student trustee if the student is enrolled in the student's junior or senior year of high school and is considered in good standing academically and under the district code of conduct.

(e) The board shall adopt a policy regarding student trustee:

(1) participation, other than voting, in board deliberations, subject to Subsection (f); and

(2) access to information, documents, and records, consistent with the Family Educational Rights and Privacy Act of 1974 (20 U.S.C. Section 1232g).

(f) A student trustee may not participate in a closed session of a board meeting in which any issue related to a personnel matter is considered.

(g) A student trustee is not entitled to receive compensation or reimbursement of the student trustee's expenses for services on the board.

(h) A school district may grant to a student who fulfills the requirements of service of a student trustee not more than one academic course credit in a subject area determined appropriate by the district.

Added by Acts 2015, 84th Leg., R.S., Ch. 1046 (H.B. 1842), Sec. 2, eff. June 19, 2015.

Sec. 11.052. SINGLE-MEMBER TRUSTEE DISTRICTS. (a) Except as provided by Subsection (b), the board of trustees of an independent school district, on its own motion, may order that trustees of the district are to be elected from single-member trustee districts or that not fewer than 70 percent of the members of the board of trustees are to be elected from single-member trustee districts with the remaining trustees to be elected from the district at large.

(b) If a majority of the area of an independent school district is located in a county with a population of less than 10,000, the board of trustees of the district, on its own motion, may order that trustees of the district are to be elected from single-member trustee districts or that not fewer than 50 percent of the members of the board of trustees are to be elected from single-member trustee districts with the remaining trustees to be elected from the district at large.

(c) Before adopting an order under Subsection (a) or (b), the board must:

(1) hold a public hearing at which registered voters of the district are given an opportunity to comment on whether or not they favor

SoundOut

Guide to Students on

School Boards

2nd Edition

By Adam Fletcher & Adam King



SoundOut Guide to Students on School Boards, 2nd Edition

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About This Guide

This is a short guide to how to get students on school boards. We conducted research, facilitated workshops, and led a local campaign to get a student on a school board. Through our work, we have identified some best practices and other information we think YOU should know.

Share your knowledge on [our Facebook page](#), on [Twitter](#), or by emailing info@soundout.org.

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Introduction

Across the United States and Canada, there is a growing awareness that student voice matters, a lot. It turns out that student voice—which is any expression of any student, anytime, anywhere, about anything related to education—drives all aspects of learning and teaching in schools. More than ever before, students are beginning to ask why student voice isn’t driving leadership in schools, too.

School boards have to change what they’re doing as soon as possible. There is an old adage that says, “Nothing about us without us is for us.” Starting at least in the 1930s, some students began to suspect this was true for them. In the 1960s, that became startlingly evident to a larger group of students. However, with the advent of the Internet, never before have more young people felt more compelled to take action.

This guide was written by a student activist and a national advocate working together to promote this concept. One of us launched a local campaign to get students on a school board; the other shares workshops and speeches to rally thousands across the continent to take action. Together, we have created this publication to share our insights so *you* can take action. We believe we can all get students on school boards, and by doing that, make schools more democratic—and meaningful—for everyone. Read on to learn how!

Terms You Should Know

- **Board of Education** is generally synonymous with **school board**. Both terms can be used interchangeably.
- **Meaningful student involvement** is a framework for engaging students as partners throughout schools and the education system.
- **Student board member**, or a **student trustee**, is a *fully voting*, complete member of a school board who has the same rights and responsibilities of adult school board members.
- **Student council** is a form of **student government**, just like **student senate** and **associated student body (ASB)**.
- **Student engagement** is the sustained connection a student has to schools and learning.
- **Student representative** is a partially participating student who is meant to represent students without having substantive authority.
- **Student voice** is any expression of any student about any part of education, anywhere at anytime.

Notes

- The phrase “student board member” is sometimes used synonymously with “student representative”. Both terms are distinct though, and should be used with full awareness of their meaning.
- In some locations, a board of education oversees the county schools (usually defined by political boundaries). The county (political boundaries) is typically divided into districts or regions. However, there are some locations where the geographical county is divided into public county schools and public city schools. It is still possible for city schools to have districts, but not always.
- According to Canada’s [Student Voice Initiative](#), unlike adult school board trustees or representatives who are elected to represent the voices of taxpayers, student trustees are students elected by their fellow peers to represent the voices of the student body on their local school board. The student trustee is not only responsible for voicing students’ concerns on the issues they care about, but also has the ability to propose policies on students’ behalf and exercise a vote.

What Do They Do?

School boards have many different names, including board of regents, board of education, school committee, board of directors, and board of trustees. Sometimes, they are publicly elected entities; other times, they are appointed by elected officials; and other times, they are privately selected groups.

Regardless of what they're called, students can do all of the activities of a school board, including participating in all decision-making, advocacy, and personnel issues. That includes:

- **Vision:** Students can participate in setting the vision and goals of a district or state board of education.
- **Rules:** Student board members can adopt policies that give schools direction as they set priorities and achieve goals.
- **Hiring:** As board members, students can be responsible for hiring and evaluating the district or state chief school officer, whether a superintendent, executive director, or otherwise.
- **Money:** Students can work with other board members to adopt and oversee the annual budget.
- **Personnel:** Student board members can join the board in managing the collective bargaining process for employees.

School boards really manage the leadership side of local education agencies, or often the state education agency as well. A typical school board meeting includes all kinds of business items, including:

- Approving the school calendar
- Adopting curriculum
- Overseeing school construction
- Approving contracts with outside vendors.

Good school boards maintain a balance between the hard work of running the district at the same time as they focus on the district's priorities for academic achievement. Students should be part of all these activities, and more!

Where Is It Happening?

Roles for students on school boards are not routine. In fact, each state and province chooses whether they want the opportunity to engage students this way. The following states self-reported whether they allow students on boards of education. See the end of this guide for a complete summary. See the state profiles section at the back of this booklet for more information.

State Boards of Education

SoundOut, with contributions from the Kentucky Department of Education and the National School Boards Association, has found that currently 19 states in the United States include students on their state boards of education. They include, but aren't limited to:

- Alaska
- California
- Connecticut
- Hawai'i
- Illinois
- Louisiana
- Maryland
- Massachusetts
- Minnesota
- Mississippi
- Missouri
- Montana
- Nevada
- New Jersey
- North Carolina
- Tennessee
- Vermont
- Virginia
- Washington

The [Student Voice Initiative](#) found that in Canada, Ontario and New Brunswick are the only two provinces that have mandated student representatives on all school boards.

District School Boards

25 states that they allow students on district school boards. However, just because a state allows students on boards does not mean they actually have them there. The states that allow students on local boards of education include, but aren't limited to:

- Alaska
- Arizona
- Arkansas
- California
- Connecticut
- Delaware
- Florida
- Iowa
- Kansas
- Maryland
- Massachusetts
- Michigan
- Minnesota
- New Jersey
- New York
- North Carolina
- Oregon
- Pennsylvania
- South Carolina
- Tennessee
- Utah
- Vermont
- Virginia
- Wisconsin
- Wyoming

Nowhere, Ever

14 states have laws that specifically do not allow students to serve on district school boards. They include:

- Alabama
- Georgia
- Idaho
- Indiana
- Louisiana
- Mississippi
- Missouri
- New Mexico
- North Dakota
- Ohio
- Oklahoma
- South Dakota
- Texas
- West Virginia

Case Studies

Students are being involved on boards of education in a variety of ways across the United States and Canada today. This is not meant to be a complete list of every student on every school board today; instead, these are case studies that highlight the roles of students.

California

The [California Association of Student Councils](#), founded in 1947, proudly proclaims that all their programs are student-led. One of their most powerful activities is the [Student Advisory Board on Legislation in Education](#), or SABLE. Each February SABLE convenes in the state capital to set education priorities and share them with key decision-makers. They have a direct audience with the Senate Education Committee, and their influence helped form a position for a full-voting student member of the California State Board of Education, whose position was created in 1969. Every summer, the Governor appoints one high school senior to the State Board of Education (SBE) for a one-year term. The student member functions as a regular voting member of the SBE. They gained full voting rights in 1983, including closed sessions.

Boston, Massachusetts

In the Boston Public Schools, the [Boston Student Advisory Council](#) is a citywide body of student leaders representing their respective high schools. BSAC, which is coordinated by the administered by the district office in partnership with a nonprofit called [Youth on Board](#), offers student perspectives on high school renewal efforts and inform their respective schools about relevant citywide school issues. In addition to personal skill development and knowledge building activities for their 20-plus members, BSAC students have strongly influenced district policy-making about cell phone usage, truancy, and reducing the drop out rate. They also have regular dialogues with the district superintendent and school board members.

Montgomery County, Maryland

According to a local school [newsletter](#), the first proposal for a non-voting student representative to join the Montgomery County Board of Education emerged in 1975. In 1977, the Maryland General Assembly amended Section 3-701 of the Education Article of the Annotated Code of the Public General laws of Maryland to create a nonvoting student seat on local boards of education. During the 1989 session of the Maryland General Assembly, Section 3-701 was again amended and established a limited vote for the student member.

Denver, Colorado

The Denver, Colorado School District hosts a group of 30 students who represent the 15 high schools in district called the [Denver Student Board of Education](#). They are charged to serve as leaders in their schools and represent all students at the district level. Students create projects that affect their local schools and report back on them to the district. They have also created a curriculum that is used in several high school leadership classes. However, these students have to ask permission to speak to their regular board, and that does not happen frequently. According to a recent local newspaper article, the district has trepidations about giving students a regular voice in school policy-making. A school district attorney was quoted saying, "The law does not provide for a means by which to create a student position on the board, whether it's a voting position or not."

Ann Arbor, Michigan

Calling for student voice in educational decision-making, Sonia Yaco was the youngest-ever documented candidate for a publicly-elected school board position in the United States. In 1972, she ran for the Ann Arbor, Michigan school board. After announcing her campaign, Yaco completed the procedural requirements for candidacy. However, Ann Arbor Public Schools denied certification of Yaco's candidacy to stop her from running for the school board. A local district court judge allowed their decision to stand, and the election happened without Yaco. She received 8% of the total votes as a write-in candidate. In 1973, another lawsuit found that school boards can exclude students under eighteen from running for school-board seats, primarily because of concerns about "maturity."

Marananacook, Maine

In 2002, the Maranacook School District was considering accepting a grant that would place a school resource officer at their schools. Students discussed this issue at length, brought it to the attention of the student senate, and in turn, the student school board representatives brought it to the attention of the school board. The student school board representatives worked with the other student senate members, who brought in feedback collected during the homeroom period, to make their case as to why an SRO should not be brought to the campus. Because of the overwhelming number of students who expressed that having an armed policeman on campus would make being on campus an uncomfortable experience, the grant was declined 15 to 1 by the school board.

Madison, Wisconsin

In the Madison, Wisconsin School District, a high school student representative and an alternate are elected by their peers to serve one calendar year on the school board. The student representative has all the responsibilities of an adult school board member, except those prohibited by law, and casts an advisory vote. The representative meets regularly with the Madison Student senate and middle school student council presidents. In addition, the elected youth representative writes a monthly column for each school's newspaper to update students on the current activities of the School Board. Learn more [here](#).

Why Have Students On School Boards?

There are a lot of reasons to have students on school boards. Research shows* that some of them include:

- **Academic Achievement.** Meaningfully involving students on school boards can ensure student engagement, which raises academic achievement.
- **Fairness.** Students have valid opinions, knowledge, ideas, and experiences that school boards can benefit from.
- **Accuracy.** Having students on school boards can help ensure that adults know what is actually happening in schools right now.
- **Democracy.** “Anything about us without us is not for us.” Schools can put democracy into action with students on school boards.
- **Real Learning.** Engaging students on school boards may be one of the most powerful ways to teach students about democracy in society.
- **Better Teaching.** Student involvement throughout the leadership process of schools can show teachers school boards are committed to teaching and the sustainability of school.
- **Effective School Improvement.** Engaging students on school boards can significantly improve the effectiveness of school improvement measures in school.
- **Youth Development.** Students can become more effective learners when they are engaged on school boards, and in processes of decision-making affecting them throughout their lives.
- **School Culture.** The attitudes, policies, and structures of schools may change when students are on school boards.
- **Embracing Diversity.** Embracing a diversity of perspectives can make student voice the most significant tool in the school leadership toolbox.
- **The "Bottom Line".** Students on school boards can help schools save money while meeting the rigorous demands facing public education systems.
- **Integrity.** Educators and school leaders have an ethical responsibility to engage students as partners throughout education, particularly in the decision-making that affects them every single day.

MAYBE the most important factor to engaging students on school boards is that it just feels right. Voters, teachers, administrators, parents, board members, businesspeople, higher education... Each of these has a stake in school board decision-making. Students have a major stake, too, and it is time to acknowledge it.

** For research supporting this section, see the Resources section.*

Options for School Boards

There are many options to consider when school boards are considering adding students. Here are a few:

Equitable Engagement

School boards establish a tiered system that ensure equitable engagement for all students and adults in all schools throughout the district. Beginning on the classroom level, students identify other students they want to represent them. Similarly on the building level, students name their representatives. On the district level, building representatives gather to discuss issues and actions. An equal number of students to adults on the school board are elected to represent their peers at every meeting, in every committee, and throughout every function of the school board with a full vote.

Complete Connection

Creating a district student advisory committee with representatives from each high school can form a complete connection between students and adults. Students are chosen by their peers through processes designed to reflect *entire* student bodies, and not merely popularity contests. As advisors to the school board, students are meaningfully involved throughout issues that directly affect them, and have opportunities to introduce and challenge other issues accordingly.

Interested Parties

A student is selected by the district school board to represent student interests in district policy making. Minus an intact policy that addresses students' rights to meaningful involvement, the student speaks only when spoken to, and does not bring issues to the floor. Their attendance represents adults' interest in student voice without any substantive ability to affect change in schools.

Tokenizing Students

Simply and routinely asking students to speak up about what they think about school board policy-making issues is the lowest form of student representation on school boards. Often a voluntary request, this sometimes happens through facebook pages, online surveys or in-person student forums. Mostly it is done by asking students to attend school board meetings, then making them speak at the appropriate times. These are well-meaning, but poorly informed forms of student involvement, as they do not require students have an active role in the process of decision-making beyond that of "informant".

Elected or Selected?

How do students get on board? According to a 2012 survey by the National School Board Association provided to SoundOut, states vary widely for whether students are elected or selected to serve on local school boards. The following states responded that they do have students on district boards, and they shared how they get there.

State	Elected Or Selected?
Alaska	Selected—Appointed by the local school board.
Arizona	Election then selection—Student body president.
Arkansas	Both—Process determined district-by-district.
California	Both—Process determined district-by-district.
Connecticut	Selected—Principal appoints.
Delaware	Election then selection—Student body president.
Florida	Selected—By the local school board.
Iowa	Selected—By the local school board.
Kansas	No response.
Maryland	Both—Process determined district-by-district.
Massachusetts	Both—Process determined district-by-district.
Michigan	No response.
Minnesota	Both—Process determined district-by-district.
New Jersey	Both—Under 18, selected; over 18, elected.
New York	Both—Under 18, selected; over 18, elected.
North Carolina	Both—Process determined district-by-district.
Oregon	Both—Process determined district-by-district.
Pennsylvania	Election then selection—Student body president.

South Carolina	No response.
Tennessee	Both—Process determined district-by-district.
Utah	Both—Process determined district-by-district.
Vermont	Both—Process determined district-by-district.
Virginia	Elected by the local high school.
Wisconsin	Selected—Superintendent chooses.
Wyoming	Both—Process determined district-by-district.

Examples

In Maryland, generally, student representatives from each secondary school gather in a kind of mini-election convention and put forth three names for consideration by the local board and/or superintendent. As many as seven counties have student members on board in some fashion.

Students in New Jersey who are under 18 serve in an advisory capacity that is appointed for a one-year term. They have no voting representation. Students who are 18 years old or older and meet the voting requirements are elected for a three-year term. They may vote on anything not directly relating to their own school.

In New York, students who are over 18 years old and meet other minimum requirements can be officially elected. Students who are under 18 are appointed as ex-officio representatives, typically with non-voting status. The selection of a student representative is a bit complicated. He/she can be identified by a variety of methods, must be recommended by the superintendent and ratified by a majority of the board. The student must be a senior who has attended a high school in the district for at least the last two years.

North Carolina local boards mostly select the class president at local high schools to serve as a student representative on the school board. In Oregon, most local boards appoint student representatives.

How To Get Students On School Boards

Here are several practical, purpose-filled steps to *take action* and get students on school boards. You can do them right now!

1. **Before You Start:** Work out exactly what you are looking for in having a student on the school board. Outline the specifics of your proposal, compare it to other existing school boards with students, and determine what you are seeking to accomplish. Run your ideas by others for input. Be sure to do your research.
2. **Become an advocate:** Voice the need for it. Whether as a school board member, student, parent, or active community member, make the idea heard. The formation of student board members can start with one person's idea and blossom. If you are an adult, go to the school board. As a student, go to your student government and recommend that the idea of student school board membership should be brought to the attention of the community.
3. **Spread the Word:** Talk with your friends, teachers, principal, and other decision-makers in schools and throughout your community. Build support and train students about student engagement, why it matters, and how they can experience it more. Share useful websites, materials, and other info with people who care or need to know.
4. **Get Going:** Write a letter to the members of the school board explaining why you believe the school board should consider adding students.
5. **Work Within the System:** Bring your proposals to your school's student council. It would be more influential to say that your proposal has the support of the student body if the student council endorses your ideas. However, if they do not support your proposal, move on to the next step.
6. **Seek Adult Allies:** Try talking to your school's principal about your ideas and request his or her support. Your school's principal might gladly support your ideas, but on the other hand, he or she may be completely against having a student. If you obtain the support of your school's principal, seeking the support of your school's teachers will be much easier. Begin seeking the support of teachers by first asking the teachers who know you well. As you get more support, ask other teachers within the school.

7. **Move Forward:** Ask all the administrators and teachers in favor of your proposal to sign a petition that outlines your proposal. If you have the support of your school's administrators, be sure to have them sign the petition before any teachers. Teachers will feel more comfortable signing a document if they see their bosses' signatures on it as well.
8. **Build the Network:** After you have established a solid base of support at your school, contact the student councils and principals from other high schools in your school district to gain support and popularity for your proposal.
9. **Spread the News:** As you gather support, write a simple press release outlining your efforts and the amount of support thus far. Give a copy of the press release to your school's newspaper, and send it all of the local media outlets by fax or email. Be sure to include newspapers, television stations, and radio stations of all sizes.
10. **Get Community Involved:** Parents and community members can be included in deciding how student board members will be chosen, what kind of activities and events they would be involved in and at what level they would be permitted to participate.
11. **Look to the Treetops:** Contact local and state politicians explaining your efforts. Be sure to ask for their support. Although these government officials have little control over the school board, it is a good idea to get their endorsements.
12. **Speak the Truth:** Research the process in obtaining formal speaking time at school board meetings. Make sure that you are familiar with the rules of your board, such as the amount of time you are given to speak. Be sure to have enough copies of your documents for every member of the school board. If you cannot obtain formal speaking time, speak during the public comment session.
13. **Reach the Grassroots:** Ask students, teachers, and principals in support of your proposal to attend the school board meeting with you. Be sure that the local media outlets are informed of the date, time, and location of the meeting. The goal of getting students on boards is to encourage them to be active parents in education. That means remembering to include them in the planning process. Have school assemblies or homeroom presentations to gather student opinions and ideas.

14. **Write a Letter or Email:** You'll want to appeal to the people in positions of authority. Do that by writing a formal letter or email.

Name
Address
City, ST ZIP
Phone Number
Email Address

Date

Dear School Board Members:

As a student, I believe that it is necessary for [Name of School System] to implement the idea of creating non-voting seats on the school board for several students from the district.

I feel that it is necessary for students to have representation in the decisions that affect their education. Students will feel like they are an integral part of making these decisions. By giving a qualified student a non-voting position on the board, youth will be empowered with direct representation and provided an opportunity to experience actual, legal policymaking first-hand. Their knowledge of the local government would also be greatly enhanced.

By creating a direct dialogue between the student body of [Name of County or City] and the school board parents and students will be better informed of important school policy decisions; the school administration will have a source of regular comprehensive feedback from the students affected by their policies; and a spirit of self-education on the behalf of students would be immediately fostered. A non-voting position on the school board would allow students to learn the process that goes into improving education, thus encouraging further interaction between the community and the school board.

I strongly encourage you to consider this proposal as it directly benefits the school board, school administration, teachers, parents, and students. Thank you for your consideration.

Sincerely,
Name
Position (if applicable)
School

12. Write a Sample Proposal: Write a concrete proposal that details of the position. You might include the following:

Reasons For Position

- Students will be empowered with direct representation.
- Students will be provided an opportunity to experience actual, legal policymaking firsthand.
- Students will have an increased knowledge of local government systems.
- It teaches students that local government is often the level that has the most impact on daily lives.
- Students will learn the process that goes into improving education, thus encouraging further interaction between the community and the school board.
- By creating a direct dialogue between the student body of [Name of County or City] and the school board, parents and students will be better informed of important school policy decisions.
- School administrators will have a source of regular comprehensive feedback from the students affected by their policies.
- School board members are not as involved in all of the issues that face students every day, unlike students who sit in class for nearly 8 hours a day.
- Students often feel more comfortable sharing personal information with other students than with adults they may not know.
- There are countless school boards across the nation that have students on board. For example, Washington DC, Boston, Baltimore, Portland OR, and San Francisco all have students on school boards.

Share a Possible Selection Process

The Board of Education would be ultimately responsible for deciding how a student is selected. A possible selection method, however, is to make the project a coordinated effort among all [#] high school student councils. The president or other appointed delegate from each student council would sit on a student panel. This student panel would then elect one person to be the district's student school board member. The students would attend the school board meetings, share their opinions and the opinions of other students, and vote up or down on all topics. He or she would proceed to report to the student panel after the meeting.

Detail the Possible Responsibilities

The student panel could meet together before a school board meeting. The students on the school board would gather ideas and feedback from the delegates concerning agenda items. They would then present these opinions to the school board.

- After the school board meeting, the students would either have another meeting or contact all of the delegates by some means of communication.
- Be a liaison between the school board and the student councils of the [County or City] high schools.
- Represent the delegates of the [#] high school student councils and his or her peers, just as a school board member would represent his constituents.
- Other duties that the school board deems appropriate for students to carry out.

13. Present Your Idea: Presentation is highly important. When you present your proposal to faculty, the student council, and especially the school board, you must remain confident. If you have been invited to speak at a school board meeting, be sure to dress in slacks, a dress shirt, and possibly a tie for men, and a blouse and skirt or dress for women. Try not to talk fast, but speak loudly and clearly so that everyone can hear you. Be sure that you are prepared to answer anyone's questions.

14. Always Be Prompt: You should arrive a few minutes early to the board meeting if you have never been to a meeting before. Allow yourself enough time to arrive on time while taking traffic or unforeseen incidents into consideration. If you cannot show up for some reason, notify the secretary of the school board as soon as possible. If it is until after the school board meeting has taken place, write a letter of apology and explanation to the school board.

15. Get Some Press: If possible, it is a good idea to inform the press of your efforts. Write a press release and fax or email copies to your local newspaper, local TV news stations, local radio stations, and even your local AP bureau.

Moving Forward

Once you've secured positions for students on school boards, there are many ways to get started. The following steps were adapted from a [publication](#) by the National School Boards Association:

1. Ensure student representatives are a true cross-section of your district's student culture, involvement, and interests.
2. Make positions for six to 10 students to join the school board so that students are equally represented in all conversations.
3. Have students meet with the entire school board as frequently as possible.
4. Encourage students to invite caring adults to come along with them—for instance, a teacher, coach, youth worker, or other adult ally they trust.
5. Have school board meetings in comfortable locations as frequently as possible—and allow them to be selected by students.
6. Routinely schedule your school board meetings to run 60 to 90 minutes.
7. Ask students and adults to write up their reflections on the meetings afterward, and ask for at least both students and adults to volunteer to share those reflections. They could be published in a school publication or on the district website.

Once students are on board, schools can be transformed *forever*. Here are some additional considerations you will want to keep in mind for the long term.

- How will student representatives continue to be selected?
- How long will their terms last? Will they be allowed to serve multiple terms?
- Can more students be involved?
- How do students on the school board find out what their peers are concerned or interested in?
- What are student representatives responsibilities? Should those be expanded? How can they be expanded?
- Will students on school boards be expected to do everything that is required of adult members?
- Who will set the agenda for student advisory boards?
- How will decisions be made about controversial ideas or projects?
- How will student representatives communicate with other students throughout the school district?

State Profiles of Students on School Boards

Every state has different laws and practices affecting the roles of students on school boards. This is a summary of those laws and practices from across the United States. The information used below was compiled by SoundOut staff, along with contributions from the Kentucky Department of Education and the National School Boards Association.

In order to show whether the United States has progressed or went backwards in these efforts, the following section also shows responses to a 1972 survey asked 50 state departments of education, “Do you encourage students to serve on school boards?”ⁱ

NOTE: If there is no information for your state, that is because none could be found. If you have additional information to add to this publication, please email it to info@soundout.org.

Alaska

In 1972, the Alaska state department of education reported that they encouraged local school boards to consider roles for students on school boards. There is no specific law addressing whether students can legally join or vote on district or state-level school boards in Alaska. They do not vote. Students are appointed by school boards to serve on local school boards. Their terms vary from one to two years based on local policy. Student Board members receive all non-confidential board materials, attend public sessions of boards and cast and have recorded a preferential vote that is not counted in the board vote. Students are formal members of the state school board association, and can receive specific training to support their involvement. There are two student leadership programs in Alaska, one during the annual school board conference and the other during the Legislative Network program. Students in Alaska are allowed to attend any addition state school board association programs with local board approval.

Arizona

Students can join district and state level school boards but cannot legally vote in Arizona. Depending on district, the representative selected is usually the student body president at a local high school. Their terms are the length of those presidencies. Students are not formal members of the state school board association, and do not receive specific training to support their involvement. Students are allowed to attend any addition state school board association programs.

Arkansas

Local districts do have students on boards sometimes, and there is no uniform way they participate. Each one selects their representatives differently. The terms for students vary. They are not formal members of the state school board association, and do not receive specific training to support their involvement.

California

In 1972, the California state department of education reported that they encouraged local school boards to consider roles for students on school boards. They also reported that there was a student member on the state board of education, as well as on 80 local school boards statewide. A 1975 study found that Forty-three percent of California school districts with one or more high schools have some sort of student representation on the board of education. A student was also found to be selected annually to sit in a nonvoting capacity with the ten-member California State Board of Education. Today, students in California can join district and state level school boards. Students can legally vote; however, most local boards report that student members have preferential voting, meaning they vote prior to adult board members to voice their opinions. Their vote does not count though. Some districts select students to serve, and others elect their student representatives. Students serve one year terms. They are not formal members of the state school board association, but are offered specific training to support their involvement. There is a special strand of sessions just for student board members at the annual school board conference.

Colorado

In 1972, the Colorado state department of education reported that they encouraged local school boards to consider roles for students on school boards. In Colorado, students cannot legally join district school boards or vote on them.

Connecticut

Students can legally join district and state school boards; they cannot legally vote on either in Connecticut. Local principals usually select student representatives for one year terms. They are not formal members of the state school board association, but are offered specific training to support their involvement. The state school board convention sometimes has a workshop for student board members.

Delaware

In 1972, the Delaware state department of education reported that they encouraged local school boards to consider roles for students on school boards. They also reported there was a government youth advisory council for the State,

and that they utilized it. Today, students in Delaware can legally join district school boards, but cannot vote. Students are selected from the student council at local high schools. As of 2012, two of 19 school boards reported they have student representation. Students serve one year terms. They are not formal members of the state school board association, and do not receive specific training to support their involvement.

Florida

Students can join school boards as non-voting representatives who are appointed by the school board. As of 2012, seven of 67 school boards have student members. Some districts allow students voting representation and some do not. Students serve one year terms. They are not formal members of the state school board association, and do not receive specific training to support their involvement.

Georgia

In 1972, the Georgia state department of education reported that they encouraged local school boards to consider roles for students on school boards. They also reported that the state board of education met with a 20-student youth communications council.

Hawaii

In 1972, the Hawaii state department of education reported that they encouraged local school boards to consider roles for students on school boards. They also reported there was a nonvoting student member on the state board of education. Today, students in Hawaii cannot legally join or vote on district school boards. Students can join the state school board, but cannot vote on the state school board.

Idaho

In 1972, the Idaho state department of education reported that they did not encourage local school boards to consider roles for students on school boards. Today, students cannot join or vote on district school boards in Idaho.

Illinois

Students in Illinois can join and vote on district school boards. Students can join the state school board but cannot vote on the state school board.

Indiana

In 1972, the Indiana state department of education reported that they did not encourage local school boards to consider roles for students on school boards. Today, students in Indiana can join district school boards but cannot vote.

Iowa

There is no specific law regarding students joining or voting on district school boards in Iowa. Students can join the state school board but cannot vote. Students are selected by the school board for one year terms. They are not formal members of the state school board association, and do not receive specific training to support their involvement.

Louisiana

In 1972, the Louisiana state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students in Louisiana can join the state school board but cannot vote.

Maine

In 1972, the Maine state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join and vote on district school boards. The Maine State Charter does not permit student votes to be counted.

Maryland

In 1972, the Maryland state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students in Maryland can join local school boards but cannot vote. The selection process varies from board to board. Generally, student representatives from each high school gather in a kind of mini-election convention and put forth three names for consideration by the boards or local superintendents, who then appoint the candidate. Students can join and vote on the state school board. Some local boards provide students voting representation, and some do not. They are not formal members of the state school board association, but are offered specific training to support their involvement. The state school board association offers a 2-day long new member training for student board representatives along with admission to academic courses.

Massachusetts

In 1972, the Massachusetts state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join district school boards but cannot vote. They are selected by the student government in local high schools. Students can join and vote on the state school board. Student members cannot vote on local school boards. They serve one year terms. Students are formal members of the state school board association, and can receive specific training to support their involvement. The state school board association has facilitated student school committee member orientation sessions in the past. Student representatives are invited to attend, without fee, the state school board association's "Day on the Hill" at the state house.

Michigan

Students in Michigan can join district school boards but cannot vote. Their terms vary. They are not formal members of the state school board association, but are offered specific training to support their involvement. Secondary school principals train student representatives through their building's Honor Society.

Minnesota

In 1972, the Minnesota state department of education reported that they did not encourage local school boards to consider roles for students on school boards. Today, students can join district school boards but cannot vote. Students cannot join or vote on district school boards. They are not formal members of the state school board association, and do not receive specific training to support their involvement. Students can participate in the state school board association's normal board training. Student representatives are also scheduled to speak at a workshop/breakout session to adult school board members at their annual convention.

Mississippi

Students cannot join or vote on the state school board in Mississippi.

Missouri

In 1972, the Missouri state department of education did not encourage local school boards to consider roles for students on school boards. Today, students cannot join or vote on the state school board in Missouri.

Montana

In 1972, the Montana state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join the state school board in Montana but cannot vote.

Nebraska

Students cannot join or vote on district school boards in Nebraska.

Nevada

In 1972, the Nevada state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join district and state school boards but cannot vote on either.

New Hampshire

In 1972, the New Hampshire state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join and vote on district school boards in New Hampshire.

New Jersey

In 1972, the New Jersey state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join district and state school boards but cannot vote on either. Students serving in an advisory capacity are appointed for a one-year term. Students who are 18 years old or older and meet the voting requirements can be elected for a three-year term. They are not formal members of the state school board association, and do not receive specific training to support their involvement.

New Mexico

In 1972, the New Mexico state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students in New Mexico can join district school boards but cannot vote.

New York

Students in New York can join district school boards but cannot vote. Usually student representatives they are appointed as ex-officio representatives. They are selected by a variety of methods; afterwards, they must be recommended by the superintendent and ratified by a majority of the school board. The student must be a senior who has attended a high school in the district for at least the

last two years. In rare circumstances, students can be officially elected if they are 18 years old and meet other minimum requirements. They are not formal members of the state school board association, and do not receive specific training to support their involvement.

North Carolina

In 1972, the North Carolina state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students in North Carolina can join district and state school boards. Most districts select the class president at local high schools. Students cannot vote on the state school board. Most student representatives belong to advisory groups for school boards. They are not formal members of the state school board association, and do not receive specific training to support their involvement. An ex-officio student representative has traveled to a state school board association meeting in the past.

Ohio

Students in Ohio can join district school boards but cannot vote. Students cannot vote on the state school board.

Oklahoma

Students in Oklahoma can join district school boards but cannot vote. Students cannot vote on the state school board.

Oregon

In 1972, the Oregon state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join district school boards but cannot vote. Each district decides how they want to select students, and appoint representatives once they are selected. They cannot vote on the state school board either. They are not formal members of the state school board association, and do not receive specific training to support their involvement. Districts are allowed to send student board representatives to the state school board association leadership conference.

Pennsylvania

In 1972, the Pennsylvania state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join district school boards but cannot vote. Selection methods vary, with appointments, selections and student council presidents being selected. Students cannot vote on the state school board. Students are formal members of the state school board association and receive specific

training to support their involvement. The state school board association has a program for student board representatives at their annual conference. See <http://bit.ly/PennStudentRep>

Rhode Island

In 1972, the Rhode Island state department of education reported that they did not encourage local school boards to consider roles for students on school boards.

South Carolina

In 1972, the South Carolina state department of education reported that they encouraged local school boards to consider roles for students on school boards. The state superintendent of education has a student advisory council, as well as several local boards.

South Dakota

In 1972, the Massachusetts state department of education reported that they encouraged local school boards to consider roles for students on school boards.

Tennessee

Students in Tennessee can join district and state school boards. Selection methods vary according to district. Students cannot vote on district school boards but can vote on the state school board. They are not formal members of the state school board association, and do not receive specific training to support their involvement. Student representatives are invited to all of the state school board association's seminars and workshops.

Texas

In 1972, the Texas state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students cannot join or vote on district school boards in Texas.

Utah

In 1972, the Utah state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join and vote on district school boards. Selection methods vary from district to district. They are not formal members of the state school board association, and do not receive specific training to support their involvement. Student representatives are invited to attend state school board association events with their adult board members.

Vermont

In 1972, the Vermont state department of education reported that they encouraged local school boards to consider roles for students on school boards. Students representatives attended the state board of education meetings, as well as meetings at several local districts. They also reportedly advised the state commission of education. Today, there is no specific law in Vermont regarding students joining or voting on district school boards. Students can join boards as representatives, and when they are they are usually school board presidents. They serve one year terms. Students can join and vote on the state school board. They are not formal members of the state school board association, and do not receive specific training to support their involvement. The state school boards association has resisted attempts to make student representation on boards a requirement, and they oppose giving students voting status on boards. The state board of education is currently supporting policy to require student representation on all high school boards statewide, and plan to work with the principal's association and state school board association to support programming for student representatives on school boards.

Virginia

Students in Virginia can join district and state school boards but cannot vote on either. Selection methods for district school boards vary across the state. They serve one year terms. Students are formal members of the state school board association, and do receive specific training to support their involvement. There is a special seminar at the state school board association convention. Students may attend all state school board association meetings and there are networking events for students at these meetings. See <https://vacode.org/22.1-86.1/>

Washington

In 1972, the Washington state department of education reported that they encouraged local school boards to consider roles for students on school boards. Today, students can join district and state school boards but cannot vote on either. Methods to select district representatives vary across the state. According to a 2005 article, "The Washington State School Directors Association estimates that just 20 students serve among the state's 296 school boards. The seven-member Seattle School Board has no student representative."ⁱⁱ

West Virginia

In 1972, the West Virginia state department of education did not local school boards to consider roles for students on school boards. Today, students cannot join or vote on district school boards.

Wisconsin

Students in Wisconsin can join district school boards and the state school board. Methods to select district representatives vary across the state. They serve one year terms. They are not formal members of the state school board association, and do not receive specific training to support their involvement.

Wyoming

In 1972, the Massachusetts state department of education reported that they did not encourage local school boards to consider roles for students on school boards. They also reported there were several local student advisory councils. Today, students can join district school boards with methods to select district representatives varying across the state. They serve one year terms. They are not formal members of the state school board association, and do not receive specific training to support their involvement. Students can attend the state school board association's annual conference and board training activities similar to adult members.

Resources

SoundOut

SoundOut has many more resources related to Students on School Boards, including studies, research summaries, and examples. Here are some:

- [*The Guide to Student Voice 2nd Edition*](#)
- [*SoundOut Student Voice Curriculum*](#)
- *The Meaningful Student Involvement Handbook*
- “Typical Engagement? Students on School Boards in the United States”
soundout.org/article.113.html
- “Guide to Students on School Boards” soundout.org/Guide.106.html
- “How Decisions are Made in Schools” soundout.org/howdecisions.html
- “65 Ways Students Can Change Schools” soundout.org/article.115.html
- National report of students on state boards soundout.org/webbreport.html
- National report of students on district boards soundout.org/Summary.html
- “Frameworks for Meaningful Student Involvement”
soundout.org/frameworks.html
- “Resources for Students as Decision-Makers” soundout.org/decision-making.html
- “Unleashing Student Voice: Research Supporting Meaningful Student Involvement” soundout.org/article.103.html
- “What Is Student Voice About?” soundout.org/article.107.html
- “Student Voice in School Building Leadership” soundout.org/article.105.html
- “Meaningful Student Involvement Research Guide”
soundout.org/MSIResearch.pdf

Other Publications

The Power of an Untapped Resource; Exploring Youth Representation on Your Board or Committee from the Association of Alaska School Boards in 2002. This booklet lists basic criteria for creating an effective board that includes youth representation. It has checklists for both adults and youth, a page of advice for student representatives, and a list of additional resources. It was written by Alaskan students. Available at http://labor.alaska.gov/awib/Untapped_Resource.pdf

Involving Students in Governance from the Education Commission of the States in 2004. A policy brief that describes the benefits of direct participation in educational governance not only for students, but for the community and the policymaking body as well. A section on school district governance discusses various levels of student involvement with school board decisionmaking, and a

resource list cites sample school district and state policies. Student participation on state boards of education and other state-level advisory bodies is also covered. Located at <http://www.ecs.org/clearinghouse/55/86/5586.pdf>

"The Student's Voice" by Lottie L. Joiner for the American School Board Journal, Vol. 190, No. 1, January 2003. 7 pages. "Often missing from school board meetings is the very person your policies affect the most, but the trend is slowly changing." This article describes some of the changes taking place as school boards include more of their primary clients in the decision-making process. The issue of student voting rights is discussed; also the time commitments students must make and the personal benefits they derive from sitting on the school board. Learn more at <http://eric.ed.gov/?id=EJ659221>

Youth Involvement in Policy-Making: Lessons from Ontario School Boards by Elder C. Marques for the Institute On Governance in July 1999. 5 pages. This policy brief presents the findings of an evaluation of different models of youth involvement in school board decision making and proposes recommended changes for problems with the legislation and its implementation in school governance. Available at <http://bit.ly/studentsonontarioboards>

"Students Serving on Local School Boards" by the National School Boards Association in 2009. A summary of the findings from a survey of the state school boards associations. A total of 35 state associations responded to this survey, giving information on whether the state permits students to serve on local school boards, whether or not they are allowed to vote, and any existing restrictions on the voting power of the student board members. At <http://bit.ly/NSBASurvey>

"Student Representatives Serving with Boards of Education" by D.L. Towler for the American Association of School Administrators in 1975. At <http://files.eric.ed.gov/fulltext/ED109824.pdf>

Student rights and responsibilities: Courts force schools to change by R.P. Kleeman for the National School Public Relations Association in 1972.

"Do You Need (or Want) Students on the School Board?" by R.A. Place for *California School Boards*, 9 in 1972.

Student Board Member Handbook by Ellis Bowman, Barbara Grater, Barbara Wilets and Jan Young for the California Association of Student Councils. This 60-page booklet is designed to prepare student members of local boards of education to handle their responsibilities effectively. Chapter titles include The Role of the Student Member: What Are You Getting Into?, What Do Get from Serving?, Getting the Board Position, Boardsmanship, Crisis Situations, and Expanding the Student Role. The Appendix includes statutory provisions concerning the position of student board members in California, sample school district policies concerning the position, a glossary of terms and resources.

Student Board Member Symposium Handbook by the California Association of Student Councils. This 245 page book focuses on specific skills student board members need, including budgeting, student activism in curriculum and

surveying. There is also information on parliamentary procedure, student rights, and lobbying/ legislation, personal development tools and an extensive list of resources.

Other Organizations

Since [SoundOut](#) was founded, there have been a growing number of organizations working to promote students on school boards and other forms of meaningful student involvement. Below are a few.

- [Student Voice Initiative](#)
- [Ontario Student Trustee Association](#)
- [Student Voice Matters](#)
- [Student Voice](#)
- [California Association of Student Councils](#)
- [Maryland Association of Student Councils](#)
- [National School Boards Association](#)

Share Your Info!

Email SoundOut the answers to the following questions about your school district and/or state board of education, and we might include the details in the next edition of this publication! Send your email to info@soundout.org and make sure to include your name, district, city, and state.

- Do you have students on your district or state school board?

If YES,

- How many students?
- How long is their term?
- How are they selected?
- In what capacity do they serve? (Do they have voting rights, only play advisory roles, etc.)
- What was the process that led to the integration of students on the school board?
- When did this happen?
- What are your opinions and the opinions of other school board members in the district about these students and the role they play?
- Are students members of any other important boards/decision-making bodies in the district? If yes, could you provide some details on this involvement?

About This Guide

This guide was written by Adam Fletcher and Adam King for SoundOut.

Adam King was a high school junior when he coordinated a local campaign in Asheville, North Carolina, to add a student adviser onto the local school board. He made significant progress and throughout that time and accumulated dozens of appearances in the news media. Today, he is persuring his passion for nursing in his home state.

Adam Fletcher has trained thousands of students and school boards across the United States and Canada on student voice, student engagement, and meaningful student involvement. He was the first-ever student engagement specialist for Washington State's education agency, studying these issues in hundreds of school districts. The author of dozens of publications about schools, he has been published by ASCD and Scholastic School Administrators magazine, and has trained for the National School Boards Association and several districts on this topic.

Contact SoundOut by visiting soundout.org or calling (360) 489-9680.



SoundOut Trains!

We provide engaging, instructive, and powerful professional development for students and educators about students on school boards, and much more.

For more information, contact:

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ⁱ For more information, see Kleeman, R. P. (1972). *Student rights and responsibilities: Courts force schools to change*. National School Public Relations Association.

ⁱⁱ Retrieved from <http://www.seattlepi.com/local/article/Students-a-vital-link-for-school-board-1190949.php>

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 05-15-2017	☐	☒	☐	☐	☐
Subject:	NEW HIRE COMPENSATION SCHEDULES				
Presenter or Contact Person:	Cleota Epps Executive Director for Human Resource Services Grant Anderson Chief Financial Officer				
Policy/Code:	DEA (LEGAL) and DEA (LOCAL), as appropriate.				
Summary:	Compensation – New hire compensation schedules				
Financial Implications:	To be provided prior to 5/15: Impact will be to the 2017/2018 budget.				
Attachments:	Proposed New Hire Compensation Schedule will be provided at the Board meeting.				
Recommendation:	The Administration recommends approval of the New Hire Compensation Schedule as submitted.				
Motion:	I move the Board approve the New Hire Compensation Schedule as submitted.				

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-15-2017	☐	☒	☐	☐	☐
Subject:	FINANCIAL REPORTS - MARCH 2017				
Presenter or Contact Person:	Grant Anderson, Assistant Superintendent for 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 March 2017 Financial Reports as presented.				
Motion:	I move that the Board approve the March 2017 Financial Reports as presented.				

Little Elm Independent School District
General Fund
Budget Amendments
May 2017

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
1	183	00	6,833	36	6,833	997		Budget for district track meet and golf tournament receipts and associated costs for the events
2	199	51	125	11	125	041		Reallocate funds to purchase copy paper
3	199	11	2,500	51	2,500	042		Correct allocation between functions for budget amendment approved in April related to purchase of equipment for sound system.
4	199	11	540	12	540	103		Reallocate funds to purchase scanner for library
5	199	11	1,000	23	1,000	103		Reallocate funds to purchase supplies for campus administration
6	199	23	125	36	125	105		Reallocate funds to cover LEAD award medals
7	199	12	85	23	85	105		Reallocate funds to purchase supplies for campus administration
8	199	13	132	11	132	105		Reallocate funds to purchase supplies for classroom and campus administration
		31	262	23	262			
9	199	11	309	36	309	107		Reallocate funds to cover cost of piano accompaniment
10	199	34	50	36	50	823		Reallocate funds to cover Special Olympics travel
11	199	11	5,000	21	5,000	823		Reallocate funds to cover Special Education legal services
12	195	11	27,000	13	7,000	826		Reallocate funds to purchase replacement computers to be used for staff development and by campus administration
				23	20,000			
13	199	51	3,000	52	3,000	857		Reallocate funds to cover safety and security repair and maintenance

Little Elm Independent School District
General Fund
Budget Amendments
May 2017

	Fund	FX	Decrease	FX	Increase	Org	Incr / (Decr) Fund Bal	Reason
14	199	53	8,651	36	8,651	999		Reallocae funds to cover state travel for students in athletics and band
15	199	21	10,000	11	21,097	Var		Reallocate funds for summer purchase of band, choir, and music equipment and instruments
		23	5,000					
		53	6,097					
16	199	23	15,028	41	17,984	749		Reallocate funds for position reclass
		53	2,956					
17	183 199	41	10,400	36	10,400	001		Reallocate funds to purchase athletic equipment
	Total		105,093		105,093		0	

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GENERAL FUND

DEBT SERVICE FUND

		1XX		
CONTROL		PROPOSED		
CODES	REVENUES	ORIGINAL BUDGET	AMENDMENTS	AMENDED BUDGET
5700	LOCAL	36,504,166	14,299	36,518,465
5800	STATE	24,197,495	5,186	24,202,681
5900	FEDERAL	1,428,000	92,288	1,520,288
		62,129,661	111,773	62,241,434
Expenditures				
11	Instruction	36,794,943	31,804	36,826,747
12	Library Services	672,160	344	672,504
13	Staff Development	1,227,627	35,684	1,263,311
21	Instructional Admin	1,182,474	9,401	1,191,875
23	Campus Administration	4,385,274	6,193	4,391,467
31	Guidance & Counseling	1,785,997	9,499	1,795,496
32	Attendance & Social Services	31,000		31,000
33	Health Services	549,143		549,143
34	Student Transportation	1,759,449		1,759,449
35	Food Services	124,733		124,733
36	Co-curricular Activities	1,772,923	184,720	1,957,643
41	General Administration	2,945,403		2,945,403
51	Plant Maintenance	6,409,330	42,000	6,451,330
52	Security	714,391	128,128	842,519
53	Data Processing	1,448,904		1,448,904
61	Community Services	53,948		53,948
71	Debt Services	1,204,886		1,204,886
81	Facilities	975,948	(336,000)	639,948
95	Payments to JUV Justice Alt	36,000		36,000
99	Intergovernmental Charges	286,500		286,500
TOTAL EXPENDITURES		64,361,033	111,773	64,472,806
00	Other Resources	-		-
00	Other Uses	(1,500,000)		(1,500,000)
FUND BALANCE 08/31/16		27,043,674	-	27,043,674
EST FUND BALANCE		23,312,302	-	23,312,302

[illegible]

Page 2 of 2

			FOOD SERVICE FUND			CHILD CARE		
			240			720		
CONTROL			ORIGINAL	PROPOSED	AMENDED	ORIGINAL	PROPOSED	AMENDED
CODES	REVENUES		BUDGET	AMENDMENTS	BUDGET	BUDGET	AMENDMENTS	BUDGET
5700	LOCAL		1,448,800		1,448,800	607,378		607,378
5800	STATE		19,000		19,000	-		-
5900	FEDERAL		2,120,677		2,120,677	-		-
			3,588,477	-	3,588,477	607,378	-	607,378
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		3,916,263		3,916,263	-		-
36	Co-curricular Activities		-		-	-		-
41	General Administration		-		-	-		-
51	Plant Maintenance		-		-	-		-
52	Security		-		-	-		-
53	Data Processing		-		-	-		-
61	Community Services		-		-	618,713		618,713
71	Debt Services		-		-	-		-
81	Facilities		-		-	-		-
95	Payments to JUV Justice Alt		-		-	-		-
99	Intergovernmental Charges		-		-	-		-
TOTAL EXPENDITURES			3,916,263	-	3,916,263	618,713	-	618,713
FUND BALANCE 08/31/16			1,229,332		1,229,332	75,796		75,796
EST FUND BALANCE			901,546	-	901,546	64,461	-	64,461

Little Elm Independent School District
Statement of Unaudited Revenues and Expenditures - Budget vs. Actual
As of March 31, 2017

GENERAL FUND
Fund 1XX

CONTROL CODES	REVENUES	2016-2017 Approved Budget	PERIOD RECEIPTS/ EXPENDITURES	Y-T-D RECEIVED/ ENC + EXP	VARIANCE FAVORABLE (UNFAVORABLE)	PERCENT TO TOTAL	PERCENT OF YEAR ELAPSED
5700	LOCAL	36,518,465.00	671,887.18	37,617,458.48	1,098,993.48	103.01%	58%
5800	STATE	24,202,681.00	478,614.52	10,883,618.74	(13,319,062.26)	44.97%	58%
5900	FEDERAL	1,520,288.00	36,328.09	1,488,958.99	(31,329.01)	97.94%	58%
TOTAL REVENUES		62,241,434.00	1,186,829.79	49,990,036.21	(12,251,397.79)	80.32%	58%
EXPENDITURES							
0011	Instruction	36,826,747.00	3,168,815.70	24,179,736.66	12,647,010.34	65.66%	58%
0012	Library Services	672,504.00	55,954.55	464,941.79	207,562.21	69.14%	58%
0013	Curriculum & Staff Development	1,263,311.00	63,711.37	744,444.35	518,866.65	58.93%	58%
0021	Instructional Leadership	1,191,875.00	53,336.77	653,631.25	538,243.75	54.84%	58%
0023	School Leadership	4,391,467.00	352,086.31	2,539,196.15	1,852,270.85	57.82%	58%
0031	Guidance & Counseling	1,795,496.00	143,944.60	1,035,815.60	759,680.40	57.69%	58%
0032	Social Work Services	31,000.00	66.87	30,157.01	842.99	97.28%	58%
0033	Health Services	549,143.00	47,064.15	364,963.15	184,179.85	66.46%	58%
0034	Student Transportation	1,759,449.00	291,833.36	875,904.29	883,544.71	49.78%	58%
0035	Food Services	124,733.00	7,242.80	81,703.85	43,029.15	65.50%	58%
0036	Co-curricular Activities	1,957,643.00	154,569.56	1,207,642.96	750,000.04	61.69%	58%
0041	General Administration	2,945,403.00	191,308.74	1,752,005.76	1,193,397.24	59.48%	58%
0051	Plant Maintenance	6,451,330.00	357,311.88	3,707,135.52	2,744,194.48	57.46%	58%
0052	Security & Monitoring	842,519.00	25,546.16	474,780.82	367,738.18	56.35%	58%
0053	Data Processing	1,448,904.00	122,145.54	790,176.04	658,727.96	54.54%	58%
0061	Community Service	53,948.00	2,633.26	32,605.94	21,342.06	60.44%	58%
0071	Debt Services	1,204,886.00	171,547.53	936,107.98	268,778.02	77.69%	58%
0081	Facility Acquisition	639,948.00	3,398.00	300,730.00	339,218.00	46.99%	58%
0095	Pmt to Juvenile Justice	36,000.00	5,607.00	25,276.00	10,724.00	70.21%	58%
0099	Intergovernmental Charges	286,500.00	76,132.35	219,266.83	67,233.17	76.53%	58%
TOTAL EXPENDITURES		64,472,806.00	5,294,256.50	40,416,221.95	24,056,584.05	62.69%	58%
OPERATING TRANSFERS							
7910	Other Resources	-	350.00	350.00			
8910	Other Uses	(1,500,000.00)	-	(1,500,000.00)			
TOTAL OPERATING TRANSFERS		(1,500,000.00)	350.00	(1,499,650.00)			
0100	Fund Balance 08/31/16	27,043,674.00	-	27,043,674.00			
3000	Year to Date Fund Bal. (unaudited)	23,312,302.00		35,117,838.26			

**Little Elm Independent School District
Debt Service Cash Flow Statement
FY 2016-2017**

	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>	1,621,105.11	1,642,752.83	1,744,679.57	2,468,976.22	7,441,554.25	671,396.36	289,826.37	-	-	-	-	-	1,621,105.11
RECEIPTS													
Tax Collections	21,113.03	101,359.19	494,006.63	4,971,180.71	4,228,545.97	1,618,002.40	125,415.89	-	-	-	-	-	11,559,623.82
Interest	534.69	567.55	663.02	1,397.32	1,296.14	427.61	120.68	-	-	-	-	-	5,007.01
Bond Refunding	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfer from General Operating	-	-	229,627.00	-	-	-	-	-	-	-	-	-	229,627.00
Transfers from Investment Acct	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Revenue	21,647.72	101,926.74	724,296.65	4,972,578.03	4,229,842.11	1,618,430.01	125,536.57	-	-	-	-	-	11,794,257.83
DISBURSEMENTS													
Bank Charges/ NSF's/Bk Trans	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-	-	-	-	-	-	-	-
Transfers to Investment Accounts	-	-	-	-	11,000,000.00	2,000,000.00	-	-	-	-	-	-	13,000,000.00
Transfer to General Operating	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Expenditures & Transfers	-	-	-	-	11,000,000.00	2,000,000.00	-	-	-	-	-	-	13,000,000.00
Net Change in Cash	21,647.72	101,926.74	724,296.65	4,972,578.03	(6,770,157.89)	(381,569.99)	125,536.57	-	-	-	-	-	(1,205,742.17)
Ending Cash Balance in bank	1,642,752.83	1,744,679.57	2,468,976.22	7,441,554.25	671,396.36	289,826.37	415,362.94	-	-	-	-	-	415,362.94
Beginning Cash Balance TexPool	2,700,991.59	2,701,835.02	2,702,713.40	2,703,599.00	2,704,648.44	13,708,872.03	12,929,402.93	-	-	-	-	-	2,700,991.59
Interest Earned TexPool	843.43	878.38	885.60	1,049.44	4,223.59	5,409.04	6,832.28	-	-	-	-	-	20,121.76
Transfers in	-	-	-	-	11,000,000.00	2,000,000.00	-	-	-	-	-	-	13,000,000.00
Transfers out	-	-	-	-	-	(2,784,878.14)	-	-	-	-	-	-	(2,784,878.14)
Ending Cash Balance Invested	2,701,835.02	2,702,713.40	2,703,599.00	2,704,648.44	13,708,872.03	12,929,402.93	12,936,235.21	-	-	-	-	-	12,936,235.21
TOTAL CASH AVAILABLE	4,344,587.85	4,447,392.97	5,172,575.22	10,146,202.69	14,380,268.39	13,219,229.30	13,351,598.15	-	-	-	-	-	13,351,598.15

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
Cash and Investments Reconciliation
as of March 31, 2017

Operating Fund:

Balance per bank	31,979,222.06
Add: Texas Class/MBIA	16,914,248.11
Lone Star	12,281,333.94
TexStar	1,387,400.38
Add: Deposits in Transit	4,862.80
Taxes in Transit	100,436.02
Less: Outstanding Checks/Wires	(441,241.32)
Balance per Books	62,226,261.99

Interest & Sinking Fund:

Balance per bank	415,362.94
Add: Texpool	12,936,235.21
Add: Taxes in Transit	31,668.90
Less: Outstanding Checks	-
Balance per Books	13,383,267.05

Total Balance per Books	75,609,529.04
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LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: March 31, 2017

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/17	Lone Star		Investment Pool	12,271,733.56	100.0000%	100.0000%	0.0000%	12,271,733.56				
			Investment	-				12,271,733.56				
			Withdrawal	-				12,271,733.56				-
03/31/17			Interest	9,600.38			0.9200%	12,281,333.94			9,600.38	
				<u>12,281,333.94</u>				<u>12,281,333.94</u>			<u>9,600.38</u>	<u>-</u>

General Fund 199

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/17	TexSTAR		Investment Pool	1,386,662.07	100.0000%	100.0000%	0.0000%	1,386,662.07				
			Investment	-				1,386,662.07				
			Withdrawal	-				1,386,662.07				-
03/31/17			Interest	738.31			0.6269%	1,387,400.38			738.31	
				<u>1,387,400.38</u>				<u>1,387,400.38</u>			<u>738.31</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
03/01/17	Texas CLASS		Investment Pool	18,610,301.40	100.0000%	100.0000%	0.0000%	18,610,301.40				
			Investment	-				18,610,301.40				
			Withdrawal	(1,711,386.52)				16,898,914.88				(1,711,386.52)
03/31/17			Interest	15,333.23			1.0000%	16,914,248.11			15,333.23	
				<u>16,914,248.11</u>				<u>16,914,248.11</u>			<u>15,333.23</u>	<u>(1,711,386.52)</u>

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
SUMMARY OF CURRENT INVESTMENTS - BY FUND
MONTH ENDED: March 31, 2017

Debt Service Fund 511

PURCHASE /SOLD DATE	TRADE TICKET #	CUSIP #	TYPE OF INVESTMENT	PAR VALUE	BEGINNING MARKET VALUE	ENDING MARKET VALUE	AVERAGE MONTHLY RATE	BOOK VALUE	DAYS TO MATURE	YIELD TO MATURE	INTEREST ACCRUED FOR PERIOD	W/D FOR PERIOD
03/01/17	TexPool		Investment Pool	12,929,402.93	100.0000%	100.0000%	0.0000%	12,929,402.93				
			Investment	-				12,929,402.93				
			Withdrawal	-				12,929,402.93				-
03/31/17			Interest	6,832.28			0.6222%	12,936,235.21			6,832.28	
				12,936,235.21				12,936,235.21			6,832.28	-

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/17
Accounting Period: 03

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	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	62,241,434.00	100.00%	487,081.00	100.00%	913,850.00	100.00%	9,267.00	100.00%
Period Receipts	1,187,179.79		44,863.93		-			
Revenue Received to Date	49,990,386.21	80.32%	186,601.79	38.31%	398,032.82	43.56%	2,564.49	27.67%
Revenues Receivable:	12,251,047.79	19.68%	300,479.21	61.69%	515,817.18	56.44%	6,702.51	72.33%
Expenditure Budget	65,972,806.00	100.00%	487,081.00	100.00%	913,850.00	100.00%	9,267.00	100.00%
Period Expenditures	5,294,256.50		49,549.70		97,329.10		63.02	
Exp./Encumbrances to Date	41,916,221.95	63.54%	289,409.53	59.42%	595,713.01	65.19%	2,792.51	30.13%
Balance to Expend:	24,056,584.05	36.46%	197,671.47	40.58%	318,136.99	34.81%	6,474.49	69.87%
Actual Revenue Over (Under)								
Actual Expenditures & Encumbrances:	8,074,164.26		(102,807.74)		(197,680.19)		(228.02)	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/17
Accounting Period: 03

	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	52,775.00	100.00%	39,708.00	100.00%	117,736.00	100.00%	15,144.00	100.00%
Period Receipts	-		-		-		-	
Revenue Received to Date	24,952.25	47.28%	24,000.00	60.44%	47,326.42	40.20%	15,144.00	
Revenues Receivable:	27,822.75	52.72%	15,708.00	39.56%	70,409.58	59.80%	-	
Expenditure Budget	52,775.00	100.00%	39,708.00	100.00%	117,736.00	100.00%	15,144.00	100.00%
Period Expenditures	228.00		-		8,226.11		-	
Exp./Encumbrances to Date	29,394.00	55.70%	24,000.00	60.44%	69,873.56	59.35%	-	0.00%
Balance to Expend:	23,381.00	44.30%	15,708.00	39.56%	47,862.44	40.65%	15,144.00	
Actual Revenue Over (Under) Actual Expenditures:	(4,441.75)		-		(22,547.14)		15,144.00	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/17
Accounting Period: 03

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	Fund 397	%	Fund 410	%	Fund: 429	%	Fund: 240	%
	APIB Campus Awards		Instructional Materials		State Special Revenue		Food Service	
Revenue Budget	-	100.00%	116,569.00	100.00%	377.00	100.00%	3,588,477.00	100.00%
Period Receipts	-		-		-		381,302.48	
Revenue Received to Date	-	#DIV/0!	120,904.60	103.72%	376.82	99.95%	2,404,464.62	67.01%
Revenues Receivable:	-		-	0.00%	0.18	0.05%	1,184,012.38	32.99%
Expenditure Budget	-	100.00%	372,910.00	100.00%	377.00	100.00%	3,916,263.00	100.00%
Period Expenditures	-		-		-		382,695.69	
Exp./Encumbrances to Date	-	#DIV/0!	351,312.62	94.21%	376.82	99.95%	2,353,924.89	60.11%
Balance to Expend:	-		21,597.38	5.79%	0.18	0.05%	1,562,338.11	39.89%
Actual Revenue Over (Under)								
Actual Expenditures & Encumbrances:	-		(230,408.02)		-		50,539.73	

Little Elm Independent School District
Summary of Revenue & Expenditures As Of 03/31/17
Accounting Period: 03

	Fund: 511 %		Fund: 647 %		Fund: 720 %	
	Debt Service		2016 Bonds		Child Care	
Revenue Budget	11,495,272.00	100.00%	25,300,000.00	100.00%	607,378.00	100.00%
Period Receipts	149,410.32		15,333.23		49,438.48	
Revenue Received to Date	11,844,585.93	103.04%	25,438,782.54	100.55%	342,449.91	56.38%
Revenues Receivable:	-	0.00%	-	0.00%	264,928.09	43.62%
Expenditure Budget	12,089,693.00	100.00%	25,300,000.00	100.00%	618,713.00	100.00%
Period Expenditures	-		1,834,175.91		44,710.05	
Exp./Encumbrances to Date	2,786,188.13	23.05%	7,611,722.97	30.09%	350,976.59	56.73%
Balance to Expend:	9,303,504.87	76.95%	17,688,277.03	69.91%	267,736.41	43.27%
Actual Revenue Over (Under) Actual Expenditures & Encumbrances:	9,058,397.80		17,827,059.57		(8,526.68)	

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Denton County
Monthly Collection Status Report
March 2017

Little Elm ISD

	Collections Month of March	Cumulative Total 10/1/16 thru 03/31/17	% of Tax Levy
Current Tax Year Collections			
Base M&O	412,695.73	36,446,080.04	97.60%
Base I&S	130,510.67	11,525,685.34	
Base I&S Bond	-	-	
P&I M&O	28,975.20	46,131.14	
P&I I&S	8,959.68	12,643.11	
P&I I&S Bond	-	-	
Attorney Fee	623.51	678.37	
Subtotal	<u>581,764.79</u>	<u>48,031,218.00</u>	97.72%
Delinquent TaxYears Collections			
Base M&O	5,840.51	60,013.29	
Base I&S	2,234.83	22,799.14	
Base I&S Bond	-	-	
P&I M&O	2,057.01	21,795.83	
P&I I&S	752.18	8,270.87	
P&I I&S Bond	-	-	
Attorney Fee	2,226.39	22,820.32	
Other*	-	-	
Subtotal	<u>13,110.92</u>	<u>135,699.45</u>	
Combined Current & Delinquent:			
Base M&O	418,536.24	36,506,093.33	
Base I&S	132,745.50	11,548,484.48	
Base I&S Bond	-	-	
P&I M&O	31,032.21	67,926.97	
P&I I&S	9,711.86	20,913.98	
Attorney Fee	2,849.90	23,498.69	
Other*	-	-	
Total Collections	<u><u>594,875.71</u></u>	<u><u>48,166,917.45</u></u>	
Original 2016 Tax Levy		<u><u>48,234,867.86</u></u>	
Current 2016 Tax Levy		<u><u>49,150,344.45</u></u>	

Denton County
Cumulative Comparative Collection Status Report
March 2017
Little Elm ISD

	Tax Year 2016 Collections thru March 2017	% of Tax Levy	Tax Year 2015 Collections thru March 2016	% of Tax Levy
Current Tax Year Collections				
Base M&O + I&S	47,971,765.38	97.60%	40,318,423.50	97.86%
P&I M&O + I&S	58,774.25		121,445.45	
Attorney Fee	678.37		1,126.92	
Subtotal	48,031,218.00	97.72%	40,440,995.87	98.15%
Delinquent Tax Years Collections				
Base M&O + I&S	82,812.43		185,821.55	
P&I M&O + I&S	30,066.70		42,308.39	
Attorney Fee	22,820.32		22,103.82	
Subtotal	135,699.45		250,233.76	
Combined Current & Delinquent:				
Base M&O + I&S	48,054,577.81		40,504,245.05	
P&I M&O + I&S	88,840.95		163,753.84	
Attorney Fee	23,498.69		23,230.74	
Other	-		-	
Total Collections	48,166,917.45		40,691,229.63	
Adjusted 2015 Tax Levy			41,201,823.13	
Original 2016 Tax Levy	48,234,867.86			
Current 2016 Tax Levy	49,150,344.45			

Denton County
Levy Outstanding Status Report
March 2017
Little Elm ISD

	Current Tax Year	Delinquent Tax Years
Current Month:		
Tax Levy Remaining as of 03/01/17	1,725,659.35	418,527.23
Base M&O + I&S Collections	543,206.40	8,075.34
Supplement/Adjustments	(3,873.88)	230.54
Remaining Levy as of 03/31/17	<u>1,178,579.07</u>	<u>410,682.43</u>
Cumulative (From 10/01/16 thru 03/31/17)		
Original 2016 Tax Levy (as of 10-1-16)	48,234,867.86	537,763.60
Base M&O + I&S Collections	47,971,765.38	82,812.43
Supplement/Adjustments	915,476.59	(44,268.74)
Remaining Levy as of 03/31/17	<u>1,178,579.07</u>	<u>410,682.43</u>

As of 05-03-17

250,000.00

Campus	Account Description	Vendor	Description	Expenditures	Encumbered	Total
Brent						
				-	-	-
						-
Chavez						
				-	-	-
						-
Hackberry						
				-	-	-
						-
High School						
				-	-	-
						-
Lakeside						
				-	-	-
						-
Maintenance						
				-	-	-
						-
Oak Point						
				-	-	-
						-
Powell						
	Powell Restrooms	Johnson Burks Supply Co	Fixtures	2,562.83		2,562.83
	Powell Restrooms	Spectrum Resource Group	Restroom partitions	3,398.00		3,398.00
	Powell Restrooms	One Source Flooring	Floor and wall tile	7,889.51		7,889.51
	Powell Restrooms	Lowes Companies, Inc.	Open PO	812.30		812.30
	Powell Restrooms	Dealers Electrical Supply	Lighting	600.00		600.00
	Powell Restrooms	Supply Works	Mirrors		412.17	412.17
	Powell Restrooms	Supply Works	Hand dryers	1,500.00		1,500.00
	Powell Restrooms	Home Depot		348.58		348.58
						17,523.39
Prestwick						
				-	-	-
						-
Zellars						
				-	-	-
						-
	Total			17,111.22	412.17	17,523.39

Balance 232,476.61

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-15-2017	☐	☒	☐	☐	☐
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 May 15, 2017 as submitted				

Little Elm ISD Contract Summary Report for Approval

Board Meeting Date: May 15, 2017

Ref #	Vendor Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Amount	Change	Effective Date	Expiration Date	Renewal	Description	Administrator
1	Canon Financial Services	Business Services	New	\$225,542	\$224,672	(\$870)	7/1/2017	6/30/2020	3 year	Replace with all new copiers throughtout the District	Grant Anderson
2	GoldStar Transit	Operational Services	Change	\$1,575,886	\$2,075,956	\$500,070	6/1/2017	05/31/018	1 year	Outsourced transportation service for students 2017-18	Rod Reeves
3						\$0					
4						\$0					
5						\$0					
6						\$0					
7						\$0					
8						\$0					
9						\$0					
10						\$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
05-15-2017	☐	☒	☐	☐	☐
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 May 15, 2017 as submitted				

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

Board Meeting Date: May 15, 2017

Ref #	Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Amount	Change	Effective Date	Expiration Date	Renewal	Description	Administrator
1	Computer	Technology Services	New	\$0	\$226,684	\$0	6/1/2017	N/A	N/A	Computer lab replacements	Clay Walker
2	Band	Fine Arts	New	\$0	\$156,308	\$0	6/1/2017	N/A	N/A	Instruments/Supplies, Stereo Equipment, Cabinets/Risers, Chairs, Instrument Bars & Mic replacements for Elementary Music; Band at Little Elm HS, Lakeside MS, & Prestwick; & Choir at Little Elm HS & Lakeside MS	Frank Felice
3	myOn	Educational Services	New	\$0	\$67,995	\$0	9/1/2017	9/1/2019	N/A	myOn reader (annual license - 2 years) myOn reader professional development on-site (1-day) Login credentials to an online portal of additional educator resources with implementation services including technical support and student data load assistance	Daniel Gallagher
4	LEHS Additions & Renovations - Technology	Technology Services	New	\$0	\$516,500	\$0	5/16/2017	N/A	N/A	This portion was pulled from the GMP - LEHS Additions & Renovations project (already funded) for the classroom cabling, TV's projectors)	Clay Walker
5											
6											
7											
8											
9											
10											

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Business Item	Action Item	Reports, Routine Monthly	Discussion
05-15-2017	☐	☐	☒	☐	☐
Subject:	AMENDMENT NO. 4 TO GOLDSTAR TRANSIT, INC. CONTRACT 2017-18 SCHOOL YEAR				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	N/A				
Summary:	Little Elm ISD outsources transportation services with Goldstar Transit, Inc. Administration is requesting a fourth amendment to the contract to allow for a 12% increase in accordance with Section 15f of the Agreement. The increase includes driver wage increase, increased staffing, additional routes & monitors. Administration is also requesting to eliminate the Pay-to-Ride program to help offset cost for additional routes.				
Financial Implications:	The amended contract with Goldstar Transit, Inc. for the 2016-17 school year is in the amount of \$2,075,956.32 and cost breakdowns are provided as an attachment.				
Attachments:	Amendment No. 4 to Agreement LEISD Student Transportation Project Cost for 2017-18				
Recommendation:	Administration recommends approval of Amendment No. 4 to Goldstar Transit, Inc. contract with Little Elm ISD for 2017-18 transportation services.				
Motion:	I move the Board approve Amendment No. 4 to Goldstar Transit, Inc. contract with Little Elm ISD for 2016-17 transportation services.				

Amendment No. 4 to **AGREEMENT**

The Amendment is made and entered into this _____ day of _____ 2017, by and between Student Transportation of America, Inc. operating in the State of Texas as GoldStar Transit, Inc. (“Contractor”) and the Little Elm Independent School District (“District”).

WHEREAS, the Company and District entered into that certain Agreement dated the 1st day of August, 2013 and letter dated the 31st day of March, 2014; and WHEREAS, the Company and District entered into Amendment No. 1 to the Agreement on the 2nd day of July, 2014; and WHEREAS, the Company and District entered into Amendment No. 2 to the Agreement on the 9th day of September, 2015; and WHEREAS, the Company and District entered into Amendment No. 3 to the Agreement on the 25th day of July 2016.

And WHEREAS, Company and District desire to amend the Agreement for the rates of compensation for the 2017-2018 school year. In accordance with Section 15f of the Agreement, requested increases in rates are based on the Dallas-Fort Worth Consumer Price Index, All Urban Consumers, for the twelve month period ending in February of that year. The Dallas-Fort Worth CPI is published every other month and is not published in February. Therefore the Agreement was amended for the increases in rates to be based on the Dallas-Fort Worth Consumer Price Index, All Urban Consumers, for the twelve month period ending in January of that year. However, the Company and District mutually agree to increase rates of compensation for the 2017-2018 school year by 12% to partially offset the increased driver wages and increased staffing.

And WHEREAS, Company shall provide all personnel necessary for the effective management and supervision of the transportation service provided to the District under the above referenced Agreement and Amendments including:

- Terminal Manager
- One Full-time Dispatcher and One Part-time Dispatcher
- Routing Specialist
- Trainers
- Clerical
- Bus Drivers
- Two Mechanics
- Safety Supervisor

The Company shall maintain a 10% reserve driver force calculated on the total regular route driver corps to support operations when assigned route drivers are absent due to illness, family emergency or vacancy.

And WHEREAS, according to Section 15a of the Agreement, the rates contained therein are based upon 175 school days. Because the district has shortened the school year to 170 days, the District agrees to compensate the Company for the Company’s daily fixed costs times the number of days by which the school year was shortened. This daily fixed cost for the 2016-2017 school year is \$4,378. This fixed cost will be increased by 12% for the 2017-2018 school year.

And WHEREAS, a projected cost for student transportation for the 2017-2018 school year tabulation has been included and becomes a part of this Amendment No. 4 to Agreement;

And WHEREAS, all other terms and conditions of the Agreement shall remain unchanged.

The pricing for the 2017-2018 school year shall be as follows:

For Daily Home-to-School Regular and Special Education Transportation Services Using District-Owned Buses:

SERVICE PROVIDED	COST
REGULAR EDUCATION HOME-TO-SCHOOL	\$3.05/MILE
SPECIAL EDUCATION HOME-TO-SCHOOL	\$3.19/MILE
SPECIAL EDUCATION MONITOR	\$16.41/HOUR

For Additional Transportation Services (including Athletics) Using District-Owned Buses:

BUS CAPACITY	COST PER MILE
18 – 20 PAX	\$0.60
47 PAX	\$0.60
71 – 77 PAX	\$0.60

For Daily Home-to-School Regular Transportation Services Using GoldStar-Owned Buses:

BUS CAPACITY	DAILY RATE BASED ON 4 HRS	EXCESS HOURLY RATE
77 PAX	\$277.86	\$34.29

Driver Costs for Additional Transportation (including Athletics):

TYPE OF DRIVER	RATE PER HOUR	RATE PER TRIP
CONTRACTOR EMPLOYEE	\$23.54	0
COACH DRIVER – RATE PAID TO DRIVE HIS/HER TEAM (DISTRICT EMPLOYEE)	0	\$46.10
COACH DRIVER – RATE PAID TO DRIVE ANOTHER COACH’S TEAM (DISTRICT EMPLOYEE)	0	\$46.10

Non-School Bus Vehicle Maintenance;

RATE PER HOUR	SERVICE CHARGE FOR ROAD REPAIRS	ADDITIONAL CHARGES FOR PARTS ABOVE ACTUAL COST
\$41.88	\$41.88	5%

Daily Fixed Costs: The District agrees to compensate the Company for the Company's daily fixed costs times the number of days by which the school year was shortened from 175 days to 170 days. This daily fixed costs for the 2017-2018 school year is **\$4,903.**

IN WITNESS WHEREOF, the District and Contractor have executed and delivered this Amendment No. 4 of the Agreement as of the date first above written.

Little Elm Independent School District

By: _____

GoldStar Transit, Inc.

By: _____

Little Elm Student Transportation Projected Cost for 2017-18 School Year

Regular Transportation

		Projected 2017-18	
	# Days	Cost	
35 - District Buses	170	\$ 1,069,155.50	
6 - Routes for New Bell Times	170	\$ 183,283.80	
2 - Routes for DAEP	170	\$ 23,055.00	
2 - Monitors for DAEP	170	\$ 22,577.00	
			\$ 1,298,071.30

Special Needs Transportation

	# Days	Cost	
7 - District Buses	170	\$ 266,734.16	
7 - Monitors	170	\$ 126,374.69	
1 - Route for New Bell Times	170	\$ 38,104.88	
1 - Monitor for New Bell Times	170	\$ 17,843.20	
			\$ 449,056.93

Daily Cost - Shortened School Year

	# Days	Cost	
Daily Cost of - \$4,907.04	5	\$ 24,535.20	
			\$ 24,535.20

Pre-K

	# Days	Cost	
7-Regular Routes	170	\$ 101,772.00	
Monitors	170	\$ 35,000.00	
			\$ 136,772.00

Summer School

	# Days	Cost	
Regular - 9 Rts	22	\$ 33,918.08	
Special Needs - 1 Rt	18	\$ 2,298.24	
Monitor	18	\$ 1,180.57	
			\$ 37,396.89

Total \$ 1,945,832.32

Estimated Cost of Municipal Lease for 12 Buses \$ 130,124.00

Total Projected Cost for 2017-18 \$ 2,075,956.32

Note: The AIMS/Goals Routes will be on the same bell time as the High School

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 5-15-2017	☐	☐	☒	☐	☐
Subject:	2017-2018 LEISD Wellness Policy				
Presenter or Contact Person:	Ross Roberts, Assistant Superintendent for Student and Administrative Services				
Policy/Code:	FFA (LOCAL)				
Summary:	The Board shall adopt a Wellness Policy for the district. The policy outlines LEISD's approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	LEISD Wellness Policy				
Recommendation:	The Administration recommends the Board approve the 2017-2018 Wellness Policy as submitted.				
Motion:	I move the Board approve the 2017-2018 Wellness Policy as submitted.				



Little Elm ISD Wellness Policy

Little Elm ISD (“LEISD”) is committed to the development of every student. LEISD believes for students to achieve personal, academic and developmental success, we need to create a positive, safe, and health-promoting learning environment throughout the school year.

This policy outlines LEISD’s approach to ensuring environments and opportunities for all students to practice healthy eating and physical activity behaviors throughout the school day while minimizing commercial distractions. Specifically, this policy establishes goals and procedures to ensure that:

- Students in LEISD have access to healthy foods throughout the school day—both through reimbursable school meals and other foods available throughout the school campus—in accordance with Federal and state nutrition standards;
- Students receive quality nutrition education that helps them develop lifelong healthy eating behaviors;
- Students have opportunities to be physically active;
- Schools engage in nutrition and physical activity promotion and other activities that promote student wellness;
- School staff are encouraged and supported to practice healthy nutrition and physical activity behaviors in and out of school;
- The community is engaged in supporting the work of the District in creating continuity between school and other settings for students and staff to practice lifelong healthy habits;
- The District establishes and maintains an infrastructure for management, oversight, implementation, communication about, and monitoring of the policy and its established goals and objectives.
- This policy applies to all students, staff, and schools in the District.

Guidelines and Goals

LEISD will maintain nutritional guidelines and wellness goals in consultation with the local school health advisory committee (“SHAC”). The SHAC consists of representatives from the Child Nutrition Department, school administration, the school board, parents, and the public. A part of LEISD’s mission is to provide nutritious, quality meals and encouraging students to develop lifelong skills and knowledge to make healthy food choices. The mission shall be accomplished through nutrition education, physical education and activity, and food served in our schools.

The District shall ensure that nutrition guidelines for reimbursable school meals shall be at least as restrictive as federal regulations and guidance and that all foods available on each campus are in accordance with the Healthy Hunger Free Kids Act of 2010.

- Comply with all policies in Healthy Hunger Free Kids Act as well as any applicable Texas regulations.
- Encourage healthy food and beverage options at concessions at school-related events



Specific goals for nutrition promotion and education, physical activity, and other school-based activities that promote student wellness. LEAs are required to review and consider evidence-based strategies in determining these goals.

Nutrition Education

LEISD shall implement, in accordance with the law, a coordinated school health program with a nutritional education component and shall use health course curriculum that emphasizes the importance of proper nutrition.

In addition, it shall be the goal of LEISD, that students receive nutrition education that fosters the adoption and maintenance of healthy eating behaviors.

Physical Activity

The District shall implement, in accordance with law, a coordinated school health program and that the state-mandated time for daily/weekly physical education is provided. Students in high school shall meet the physical education component as required for graduation. The district will provide an environment that fosters safe and enjoyable fitness activities for all students, including those who are not participating in competitive sports.

Time allotted for moderate to vigorous physical activity will be consistent with state standards and district board policy and regulations, to include at a minimum:

School-Based Activities

The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to express a consistent wellness message through other school-based activities:

- Schools will set schedules that allow a minimum of 10 minutes to eat breakfast and 20 minutes to eat lunch. This time will not include the time a student waits in line.
- Schools will not use foods or beverages, as rewards for academic performance or good behavior, and will not withhold food or beverages (including food served through school meals) as a punishment.
- Teachers and other school personnel will not use physical activity (e.g., running laps, push-ups) or withhold opportunities for physical activity (e.g., recess, physical education) as punishment.
- Wellness for students and their families will be promoted at suitable school activities.
- Employee wellness education and involvement will be promoted at suitable school activities.

Nutrition Guidelines and Other School-Based Activities:

Child Nutrition Programs comply with all federal, state and local requirements. Child Nutrition Programs are accessible to all children. LEISD's goal is to promote nutritious choices of all food brought into the school for student consumption.



Nutrition

Standards and nutrition guidelines for all foods and beverages sold to students on the school campus during the school day that are consistent with Federal regulations for:

- School meal Nutrition Standards
- Smart Snacks in School Nutrition Standards.

School Meals

Our school district is committed to serving healthy meals to students, with plenty of fruits, vegetables, whole grains, and fat-free and low fat milk; moderate in sodium, low in saturated fat, and zero grams *trans* fat per serving (nutrition label or manufacturer's specification); while meeting the nutrition needs of school children within their calorie requirements.

All students and employees will be provided with access to clean, safe, potable drinking water free of charge at every District facility in cafeteria and eating areas, classrooms, hallways, gymnasiums, play yards and athletic fields, and faculty lounges throughout the school day and at before and after school activities.

All schools within the District participate in USDA child nutrition programs, including the National School Lunch Program (NSLP), the School Breakfast Program (SBP), and Snack Program (SP). All schools within the District are committed to offering reimbursable school meals through the NSLP and SBP programs and other applicable Federal child nutrition programs that meet or exceed current USDA nutrition standards established by local, state, and Federal statutes and regulations.

Competitive Foods, Beverages, Fundraisers

The District is committed to ensuring that all foods and beverages sold and served outside the school meal programs (i.e., “competitive” foods and beverages) during the school day will meet the USDA “Smart Snacks in Schools” nutrition standards, at a minimum. These standards will apply in all locations and through all services where foods and beverages are sold, which may include, but are not limited to, a la carte options in cafeterias, vending machines, school stores, snack or food carts, and clubs and organizations.

Fundraisers

Foods and beverages that meet or exceed the USDA Smart Snacks in Schools nutrition standards may be sold through fundraisers on the school campus during the school day.

Foods that **do not** meet the Smart Snack nutrition standards and are not meant for consumption on the school campus (e.g. cookie dough to be prepared at home) may be sold at any time during the school day.

Exempt day



Each campus will have one (1) exempt day for fundraising. The sale of prepackaged foods items as fundraisers that do not meet the nutrition standards are allowed on the exempt day. The standards do not apply during non-school hours on weekends and at off-campus fundraising events.

Free Foods provided to students

Standards for all foods and beverages provided, but not sold, to students during the school day (e.g., in classroom parties, classroom snacks brought by parents, **or other foods given as incentives**).

- All foods served to students during the school day will meet the HHFKA Smart Snack standards. The smart snack calculator is available on the [Alliance for a Healthier Generation](#) website.
- All foods brought from outside sources must be purchased from a commercial food service establishment (grocery store, deli's, etc.)

Snacks

Schools will assess if and when to offer snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations.

Celebrations and Rewards

Schools should limit celebrations that involve food during the school day to no more than one party per class per semester and held after campus lunch service. Foods and beverages will not be withheld as punishment for any reason, such as for performance or behavior.

Field Trips

Campus-approved field trips are exempt from nutrition policy. All meals provided by LEISD CN department will meet the nutrition standards.

Marketing

Only foods that meet the nutrition standards can be marketed as meeting the Smart Snack rules.

Monitoring

The campus personnel is responsible for documenting all receipts and nutritional information for items sold on the campus during the school day. This information must be readily available for review during an Administrative Review of the Child Nutrition program.



Implementation/Assessment-Leadership responsibility

The School Health Advisory Council in coordination with the local school administration, the Assistant Superintendent for Student & Administrative Services shall oversee the implementation of this policy and shall develop administrative procedures for periodically measuring the implementation of the wellness policy and ensure each school complies with the policy. The responsible party at the campus for implementation of the local wellness policy will be the campus principal. The assessment of the LWP will be performed as changes are made or at least every three years. The assessment will be updated and posted on the District web site.

Public Involvement

The general public and the school community (including parents, students, and representatives of the school food authority, teachers of physical education, school health professionals, the school board, and school administrators) are invited to participate in the wellness policy process. If you are interested or need additional information you can contact the Health Services Coordinator, Toni Nelson at tnelson@littleelmisd.net or 972-947-9443

Board Agenda Item

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

Board Mtg. Date 05-15-2017	Reports of the Superintendent ☐	Business Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Other ☐
Subject:	Board Policy EIE (Local) - Update				
Presenter or Contact Person:	Ross Roberts, Assistant Superintendent for Student and Administrative Services				
Policy/Code:	EIE(Local)				
Summary:	Kindergarten, 1 st and 2 nd grade moved to a standards-based reporting system. As a result, our promotion policy needs to be adjusted to reflect the changes within a standards-based reporting system.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	EIE (Local) Draft				
Recommendation:	The Administration recommends the Board approve EIE(Local) as submitted.				
Motion:	I move the Board approve EIE(Local) as submitted.				

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

CURRICULUM
MASTERY

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC] The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

STUDENTS
RECEIVING
SPECIAL
EDUCATION
SERVICES

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

STANDARDS
FOR MASTERY

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.
2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

~~GRADES 1–2~~

~~In grades 1–2, promotion to the next grade level shall be based on a standards-based reporting system, which covers grade-level standards (essential knowledge and skills) for all subject areas. A student shall meet standards in four of the following areas: reading, language arts, mathematics, science, and social studies.~~

GRADES
Kindergarten–2

In kindergarten-grade 2, promotion to the grade level shall be based on satisfactory performance on grade-level standards (essential knowledge and skills). The student shall demonstrate mastery of 70 percent of District standards on a standards-based reporting system.

GRADES 3–5

In grades 3–5, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in four of the following areas: reading, language arts, mathematics, science, and social studies.

GRADES 6–8

In grades 6–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in three of the following areas: language arts, mathematics, science, and social studies.

GRADES 9–12

Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI]

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

ACCELERATED INSTRUCTION	If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.
GRADE ADVANCEMENT TESTING	Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District's local standards for mastery and promotion.
DEFINITION OF 'PARENT'	For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]
ALTERNATE ASSESSMENT INSTRUMENT	The Superintendent or designee shall select from the state-approved list, if available, for each applicable subject an alternate assessment instrument that may be used for the third testing opportunity. Each student's GPC shall decide whether he or she shall be given the statewide assessment instrument or the applicable alternate instrument for the third testing opportunity. The committee's decision shall be based on a review of the student's performance in the previous testing opportunities, local assessments, and any other circumstances it deems appropriate.
STANDARDS FOR PROMOTION UPON APPEAL	If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law. The student shall not be promoted unless: 1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.

Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.

TRANSFER
STUDENTS

When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.

If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.

ASSIGNMENT OF
RETAINED STUDENTS

A student not promoted to the next grade level shall remain at the same campus or shall be assigned to a similar campus setting.

REDUCING STUDENT
RETENTION

The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Discussion Item
05-15-2017	☐	☐	☒	☐	☐
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 May 15, 2017				

Region 10 Education Service Center
Multi-Region Purchasing Cooperative
INTERLOCAL AGREEMENT
2017-2018 Contract

THIS AGREEMENT IS ENTERED INTO BY AND BETWEEN THE AGENCIES SHOWN BELOW AS CONTRACTING PARTIES FOR THE PERIOD OF July 1, 2017, through June 30, 2018.

Contracting Parties

Contracting Entity (CE)

County-District Number

Region 10 Education Service Center

057-950

County District Number

STATEMENT OF SERVICES TO BE PERFORMED

The Region 10 Multi Region Purchasing Cooperative (R10MRPC) organizes and administers the child nutrition cooperative purchasing and commodity processing program for Member Contracting Entities (CEs) in Regions 7, 10, 11, 12, 13, and 15. Authority for such service is granted by Section 8.053 of the Texas Education Code, Chapter 791 of the Texas Government Code, and Chapter 271, Subchapter F, of the Texas Local Government Code. The goal of the cooperative is to obtain substantial savings on food service items through volume purchasing.

The R10MRPC does not charge a membership fee.

ANNUAL MEMBERSHIP:

Annual Membership includes all services offered by R10MRPC and participation in any or all of the following bids. R10MRPC procures a variety of competitive sealed proposals to best help districts with their fiscal budgetary needs.

1. Commodity Processing
2. Commercial Purchasing
3. Direct Delivery (R10MRPC approval required for participation on this bid, see pg. 8)
4. Smallwares and Chemicals/Cleaning Products (kitchen specific)
5. Fresh Pizza
6. Fresh Produce
7. Full Service Delivery
 - a. Fresh Bread
 - b. Milk
 - c. Ice Cream Novelties
 - d. Chips and Snacks
 - e. Beverages (dispensed, canned, and plastic container)

Membership duration: 7/1/2017 – 6/30/2018

LIMITATION OF AGREEMENT: If any provision of this Agreement is deemed not in accordance with USDA or TDA regulation or other binding legal precedent, that provision is void, but all other provisions shall remain in full force and effect.

GENERAL PROVISIONS:

1. The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the procurement activities and programs contemplated under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such programs.
2. This Agreement shall be governed by the law of the State of Texas and venue for any dispute resolution shall be in the county in which the administrative offices of ESC 10 are located, which is currently Dallas County, Texas.
3. The R10MRPC reserves the right, but is not obligated, to add additional members, because if adding a Member “materially changes the existing contract(s)” and, therefore, requires rebidding of said contract(s), the Member may not be permitted to participate in those affected contracts to avoid rebidding and possibly negatively affecting the membership in place at the time of the current contract(s) award. The Member may become effective upon any new bids or rebids being awarded or as permitted at the sole discretion of the R10MRPC.
4. This Agreement and any addenda executed by the parties contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties. Modifications may be required by law or regulation which shall require action by the R10MRPC and the Member. Failure to act by a Member on legally required modifications shall terminate the Interlocal Agreement.
5. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect.
6. The Parties to this Agreement expressly acknowledge and agree that all monies paid pursuant to this Agreement shall be paid from budgeted available funds for the current fiscal year of each such entity and fairly compensate the performing party.
7. Before any Party may resort to litigation, any claims, disputes or other matters in question between the Parties to this Agreement shall be submitted to nonbinding mediation. The selection of the mediator shall be mutually agreed upon.
8. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of themselves, their directors, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
9. All parts of this Agreement, when executed by both Parties, are binding upon the Parties and may be changed only by written agreement of the Parties.
10. This Agreement may be negotiated and transmitted electronically.
11. All signatures shall be wet signatures and electronic signatures shall not be accepted. Scanned copies of wet signatures shall be acceptable and binding.

AUTHORIZATION TO PARTICIPATE. Each Member represents and warrants, by the execution and delivery of the Interlocal Agreement, that they have obtained all requisite authority through governing board action to enter into and perform the terms of this Agreement.

COOPERATION AND ACCESS. The Member agrees that it will cooperate with any reasonable requests for information and/or records made by R10MRPC. R10MRPC reserves the right to audit the relevant records of any Member during normal working hours. Any breach of this Article shall be considered material and shall make the Agreement subject to termination on ten (10) days written notice to the Member.

PRIMARY AND SECONDARY CONTACT. The Member agrees to appoint a primary and secondary contact who shall have express authority to represent and bind the Member, and R10MRPC will not be required to contact any other individual regarding program matters. Any notice to a primary or secondary contact shall be binding upon the Member. The Member reserves the right to change the contacts as needed by giving written notice to R10MRPC. Such notice is not effective until actually received by R10MRPC.

DEFENSE AND PROSECUTION OF CLAIMS. The Member authorizes R10MRPC: (1) to control the commencement, defense, intervention or participation in a judicial, administrative or other governmental proceeding; (2) to represent the R10MRPC in an arbitration, mediation, or any other form of alternative dispute resolution; (3) to represent the R10MRPC in any other appearance necessary to protect the rights of the R10MRPC relating to actions concerning any past or current Member, including any appearances and actions in litigation, claim or dispute; and (4) to engage legal counsel and appropriate experts that, in R10MRPC's sole discretion, will assist with such defense or prosecution of any action or claim in matters arising out of this Agreement. The Member does hereby agree that any suit brought against R10MRPC or a R10MRPC employee or agent may be defended in the name of R10MRPC, Region 10 Education Service Center, or the Member by the counsel selected by R10MRPC, in its sole discretion, or its designee, on behalf of and at the expense of R10MRPC as necessary for the prosecution or defense of any litigation or claim. Full cooperation by the Member shall be extended to supply any information needed or requested in such prosecution or defense. Subject to specific revocation, the Member hereby designates R10MRPC to act as a class representative on its behalf in matters arising out of this Agreement.

GOVERNANCE. R10MRPC shall be governed by the Region 10 Education Service Center Board of Directors ("Board") in accordance with the applicable law and regulation. Procurement processes and procedures are governed by all applicable law and regulation.

LIMITATIONS OF LIABILITY. R10MRPC, ITS ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF R10MRPC SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. R10MRPC, ITS ENDORSERS AND SERVICING CONTRACTORS, HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

NOTICE. Any written notice to the R10MRPC shall be made by first class mail, postage prepaid and delivered to the Multi-Region Purchasing Cooperative, Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300 or fax to 972 348-1449

FEES

Fees required for maintaining this project are received from vendors by the R10MRPC through a Vendor Participation Fee collected on a quarterly basis throughout the school year.

ACCEPTANCE – COMMODITIES

R10MRPC is granted the right to issue a cooperative bid/proposal for the processing of selected commodity foods donated by Members. R10MRPC is further granted the right to enter into a Contract for Services with the processor(s) receiving the processing award(s) for agreed upon processed end products, for the purpose of executing a service agreement on behalf of participating Members. Members will have the right and responsibility to accept the processed end product(s) for the life of the contract between R10MRPC and the processor for all commodity foods donated to, and for which processing was subsequently procured through, the R10MRPC. Excess commodities may be distributed according to USDA or TDA regulation and guidance.

ANNUAL MEMBERSHIP: Role of the Region 10 Education Service Center:

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. The R10MRPC shall coordinate the Competitive Procurement Process for all Awarded Contracts.
4. The R10MRPC shall follow all local, state, and federal procurement guidelines as listed below but not limited to as changes or adjustments are made to guidelines:
 - a. Region 10 Education Service Center requires Board of Directors' approval on all R10MRPC bid award recommendations.
 - b. State of Texas Education Code 44.031 Purchasing contracts.
 - c. The Code of Federal Regulations (CFR) sections 200.317-200.326.
 - d. Education Department General Administrative Regulations (EDGAR) as the guidelines pertain to Purchasing Cooperatives' procuring on behalf of its' Members.
 - e. Form 1295 will be required to be filled out and filed with the Texas Ethics Commission by all awarded vendors and will be managed by the R10MRPC.
5. The R10MRPC shall send solicitations for the Further Processing of USDA foods to all companies found on the Texas Department of Agriculture's (TDA) "Approved List of Vendors" without limitations.
6. The R10MRPC shall enter into a detailed agreement with distributors that provide the distribution of processed end products containing USDA Foods that includes language to ensure proper resolution of errors such as data, pricing, product, reports, etc.
7. The R10MRPC shall do the following in regard to USDA Foods:
 - a. Track and assist Members with management of their USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements.
 - b. Assist Members with Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts and credits.
 - c. Assist Members with the utilization of carryover pounds to avoid swept inventory on November 30th.
 - d. The R10MRPC shall provide participating Members with information on commodity processing, including, but not limited to, anticipated delivery dates, product recalls or production issues, discontinued products and replacement recommendations.
 - e. The R10MRPC shall make all surveys open to the Members as surveys are opened by TDA.
 - f. Provide the list of commodity items to participating Members for purposes of obtaining quantity requests. This is done using an online software program.
 - g. Receive quantity requests from participating Members for commodity processing through district entries into the online software and prepare appropriate quantity totals by item.
8. Send delivery schedules to vendors but assumes no responsibility for failure of delivery by vendors, or failure of payment to vendors by participating Members.
9. Initiate and implement activities related to the bidding and vendor selection process. Competitive bidding procedures for Texas public schools will be strictly followed.
10. Provide participating Members with procedures for ordering, delivery, and billing.
11. Mediate any problems/concerns between vendors and participating Members.

12. Provide participating Members access to all records, reports, and documents to ensure rebates, discounts and other applicable credits will accrue to the School Food Authority (SFA).
13. Make available all documents created and received in regard to procurement of all bids. Provide a complete procurement packet for each RFP to ensure complete transparency.

ANNUAL MEMBERSHIP: Role of the Participating Member:

1. Commit to participate in the program by authorization of the governing body and by execution by an approved official in the appropriate space on the attached form.
2. Designate a primary and secondary contact for the cooperative.
3. Provide an estimated quantity request for each of the commodity items desired through use of the online required software.
4. Comply with all USDA and/or TDA regulations, including, but not limited to, Roles and Responsibilities for Further Processing of USDA Foods as per the Annual Agreement via TX-UNPS.
5. Prepare purchase orders issued to the appropriate vendor from the official award list provided by Region 10 Education Service Center
6. Accept shipments of products ordered from vendors in accordance with standard purchasing procedures.
7. Address product warranties and product qualities with manufacturer.
8. Pay vendors net amount due within thirty days after receipt of a correct monthly statement.
9. Participation is required in all bid evaluation committees for each RFP that the district is utilizing. Evaluation committee meetings will include, but not be limited to, face-to-face group meetings, online voting, or any other form of participation as requested by the R10MRPC.
10. The following roles will apply to Members participating in Commodity Processing:
 - a. The Member shall access the Texas Unified Nutrition Program System (TX-UNPS) Food Distribution Program (FDP) Module on a regular basis to effectively manage USDA Foods entitlement, food requests, allocations, and as applicable, storage and delivery of USDA Foods from assigned state-contracted warehouse.
 - b. The Member shall track and manage USDA Foods inventory balances to ensure compliance with TDA and USDA Foods inventory requirements, i.e., inventory levels shall not exceed a six (6) month supply at any given time; access processor tracking systems (K12 and ProcessorLink) on a regular basis; and report inventory issues to R10MRPC.
 - c. The Member shall conduct Sales Verifications of end products sold through a distributor, including but not limited to verification of rebates, discounts and credits.
 - d. The Member shall maintain copies of the original CN Label from the product, carton; or a photograph of the CN Label as it appears on the original product carton if available.
 - e. The Member shall attend and/or access online trainings provided by TDA on the management of the USDA Foods program to obtain the latest information on the program.

Direct Delivery Bid Participation:

Districts with an interest in participation in the Direct Delivery bid must meet the four criteria listed below and be approved by the R10MRPC Purchasing Specialist. This approval may require that an on-site visit occur or that pictures be submitted for validation.

1. District must have an appropriate loading dock that would allow a delivery truck to pull up and unload minimum drops in the amounts of 5,000+ pounds.
2. District must have a forklift or other piece of equipment that would allow them to move a pallet of products safely.
3. Loading area must be 100% free of students or potential student access. Separate warehouses or storage areas of the campus are preferable.

4. District must have an appropriate sized freezer, refrigerator, and/or storage area for dry goods in large minimum drops of products.

It is the policy of Region 10 Education Service Center not to discriminate on the basis of race, color, national origin, sex or handicap in its vocational programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 503 and 504 of the Rehabilitation Act of 1973, as amended. Region 10 Education Service Center will take steps to ensure that lack of English language skills will not be a barrier to admission and participation in all educational programs and services.

Region 10 Education Service Center
Child Nutrition Multi Region Purchasing Cooperative Program
INTERLOCAL AGREEMENT
2017-2018 Contract

Authorization:

Authorized representatives of _____ and the Region 10 Education Service Center,
District/Contracting Entity

Enter into agreements to participate in the service(s) marked below for the period of July 1, 2017, through June 30, 2018.

Please place a check mark below for each bid you anticipate using:

_____ Commercial Purchasing Bid	_____ Full Service Delivery Bid
_____ Commodity Processing Bid	_____ Milk/Dairy
_____ Direct Delivery Bid	_____ Fresh Bread
_____ Smallwares	_____ Beverages (dispensed & container)
_____ Chemicals/Cleaning (kitchen)	_____ Ice Cream
	_____ Chips and Snacks
	_____ Canned/Container Beverages
	_____ Fresh Pizza
	_____ Fresh Produce

_____ District/Contacting Entity	_____ ESC Region	_____ 2016-2017 Enrollment
_____ Name of Authorized Representative (Superintendent or Principal)	_____ Signature of Authorized Representative	
_____ Title of Authorized Representative	_____ Date	
_____ Mailing Address, City, State, Zip Code		_____ County

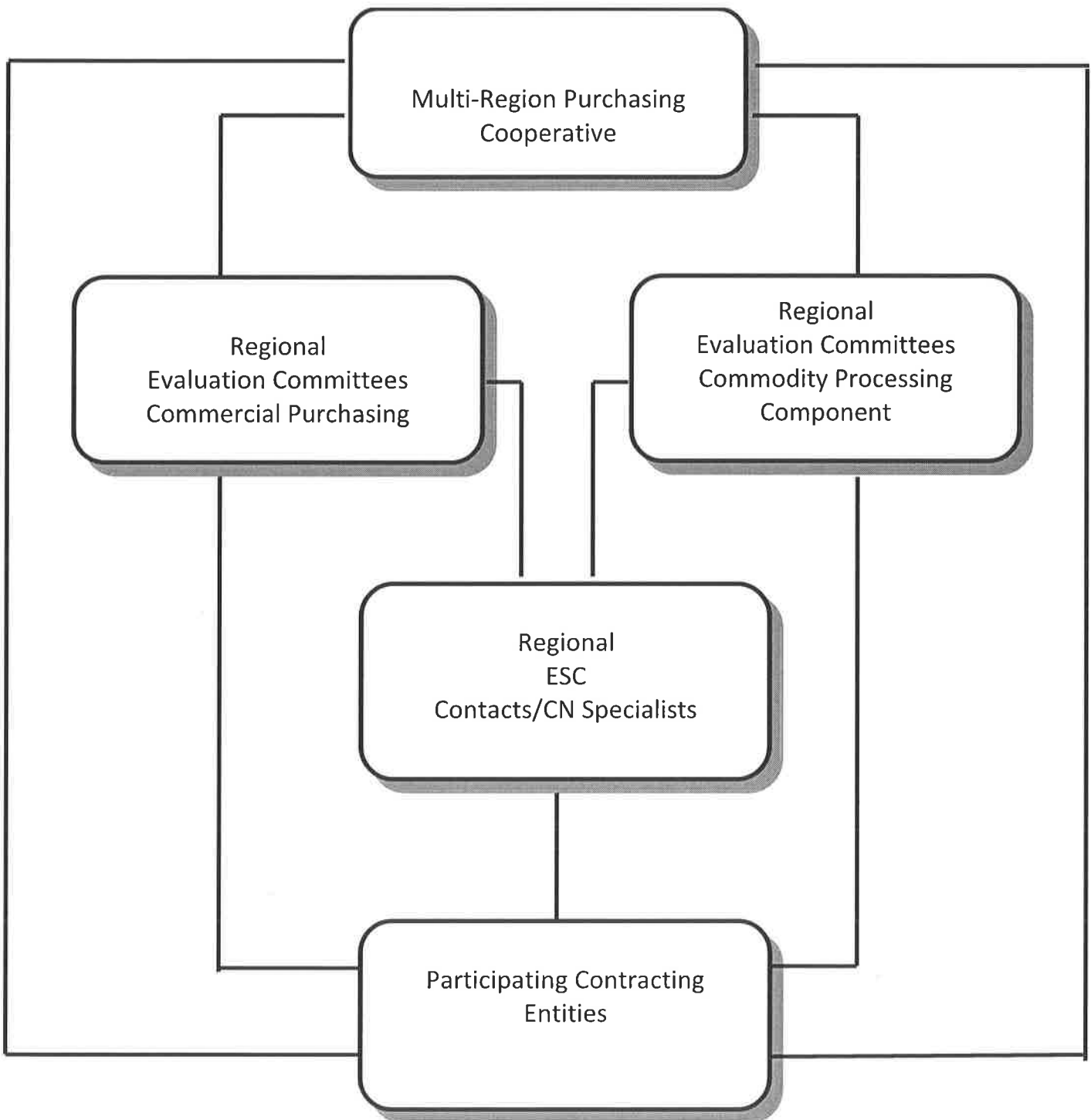
_____ Food Service Contact	_____ Phone	
_____ Food Service Email Address	_____ CE ID#	

For Region 10 MRPC Use Only

_____ R10MRPC Authorized Signature	_____ Keri Warnick R10MRPC Contact Person	_____ Date
_____ Purchasing Specialist - Consultant II	_____ 972-348-1448	
_____ Title of Contact Person	_____ Phone	

Note: Please return pages 4 and 10 to Angela McCrary at Region 10 Education Service Center, 400 E Spring Valley Rd, Richardson, TX 75081-1300 via fax: 972 348-1067 or email: angela.mccrary@region10.org

Interlocal Agreement
Region 10 Education Service Center
Multi-Region Purchasing Cooperative
SY2017-2018



Interlocal Agreement
Region 10 Education Service Center
Multi-Region Purchasing Cooperative
SY2017-2018 Calendar

June 30, 2017	Commercial Distributor Bid Award Catalog to be made available via the Co-op website to all Member Districts
September 5, 2017	Multi-Region Purchasing Cooperative Online Zoom Webinar. General information and training will be shared.
October 4, 2017	R10MRPC "Annual Food Show" to be held at the Waxahachie Civic Center.
October 10, 2017	Commodity Processing Bid meeting. Online Zoom Webinar. Discussion and instructions for participation in the commodity bid.
January 29 – February 2, 2018	Commodity Processing meetings. Review of awarded commodity bid and overview of commodities. 4 regional meetings, dates and times TBD.
March 19, 2018	Multi-Region Purchasing Cooperative Online Zoom Webinar. General information, new bids for SY18-19 to be discussed. .
March 31, 2018	Interlocal for Co-op Participation due to Region 10 ESC

Participation in online webinar meetings, evaluation committees, R10MRPC Advisory Board, and other Multi-Region Purchasing Cooperative meetings and trainings is highly encouraged. Procurement guidelines requires participating Members to be actively involved and informed of what their purchasing cooperative is managing on their behalf. Attending as much as the Multi-Region Purchasing Cooperative has to offer is the best way to be successful in your foodservice.

Interlocal Agreement
Region 10 Education Service Center
Multi-Region Purchasing Cooperative
SY2017-2018 Commercial Purchasing Overview

- Purpose - The goal of the Region 10 Multi-Region Purchasing Cooperative (R10MRPC) is to obtain substantial savings on specific food service items for participating Members through volume purchasing. The highest quality products for the best possible prices will be sought. The district should benefit through cost savings, meeting bid procurement requirements, and receiving items meeting Child Nutrition program requirements.
- Fee – There is no direct fee to participate in R10MRPC. R10MRPC is based on a Vendor Participation Fee that charges vendors a fixed fee of .0085 of total revenue sales. This fee is collected by R10MRPD directly from the awarded vendors on a quarterly basis.
- Delivery - The vendor will include a delivery schedule as part of each bid. Deliveries will be made weekly to each campus cafeteria unless the district makes other arrangements with the vendor(s). As per General Terms and Conditions, the vendor(s) may hold the district to a minimum delivery drop amount.
- Quantity Needs – Vendor Velocity Reports and surveys will be used to estimate future product usage for bidding purposes. The R10MRPC can best meet product needs when provided the information on items that will be served at each district.
- Ordering from the Bid Award - Orders will be made by the food service director/appointed representative to the sales representative/on-line ordering for the items awarded to each vendor. Procurement guidelines state that all purchases should be made from the original bid award list or through Micro-Purchase or Small Purchase methods depending on the value of the purchase.
- Savings to the District - Studies indicate that school districts benefit through cooperative participation with a considerable cost savings. While the purchasing power of the R10MRPC is significant; the costs of goods and services continues to rise annually. The industry standard shows increases have been approximately 15 percent for most food service goods and services over the past two years. For the same time period, the R10MRPC increases have been approximately 9 percent. Cooperative participation also reduces costs associated with advertising, paperwork, and time spent on the bidding process as well as more buying power. Consideration should be given to each of these areas by any size district when making future participation decisions.
- Communication – R10MRPC will continue to communicate effectively with all districts through email and the R10MRPC website (<https://www.region10.org/programs/multi-region-purchasing-cooperative/overview/>). The R10MRPC website is fully operational and provides real time communication as well as the most current bid award information and the Nutritional Information required for audits. Therefore it is required that all Food Service Directors have access to email and Internet on a regular basis. Due to the constant changes in NSLP guidelines and updates to awarded bid products, R10MRPC will send out a weekly email blast, providing information in regard to bid documentation, weekly produce price lists, updated monthly milk pricing, as well as other documents to be determined.

- Problems with Products, Deliveries, etc. – While striving to achieve quality goods and services, R10MRPC cannot guarantee that districts will never be shorted nor have items substituted. However, it is the intent of R10MRPC to follow up on any complaints received from districts regarding services from a vendor(s). The following process has been established to handle issues that may arise.
 - Each participating district will receive a Product/Service Report in the Award packet sent to districts annually. This form is also available online at <https://www.region10.org/programs/multi-region-purchasing-cooperative/overview/>, under the “Links and Docs” Tab.
 - District is to complete the form as needed and return it to Keri Warnick, Purchasing Specialist via email, to keri.warnick@region10.org
 - All completed forms received by R10MRPC will be addressed with the appropriate vendor within 48 hours (business) of receipt and the issuing district will be notified of a solution.
 - All submitted forms will be kept as documentation and may be used in determining future bid awards as well as legal action against current or past vendors.

By being a Member of R10MRPC, a district enhances its power to entice vendors to provide excellent products and service.

Interlocal Agreement
Region 10 Education Service Center
Multi-Region Purchasing Cooperative
SY2017-2018 Commodity Processing Overview

Commodity Processing provides the opportunity for districts to stretch out of pocket commercially purchased products through the use of USDA donated foods.

There are three “value pass-through” methods districts can use to receive commodity processed items as a Member of the R10MRPC:

1. Fee for Service (FFS)

With this method, districts determine preapproved items with the quantities of these items they wish to receive. Items are shipped to a designated private or state contracted warehouse on a district’s behalf. Cost of finished products to the district is only for added ingredients and the manufacturers cost of processing the USDA commodities into finished products. A fee is paid directly to the manufacturer by the district for this service. FFS pricing can be a cost effective form of commodity processing when products are ordered and utilized in a timely fashion.

Members that have private storage warehouses and can order large quantities for a single shipment can be designated as Direct Ship Districts for Fee for Service products. These Members will need to advise the R10MRPC if this option is selected in advance of bid procedures. Direct Ship Districts will benefit from using this option by reduction in storage fees at a state or contracted warehouse as well as other potential price reductions.

2. Fee for Service through a Distributor (FFSD)

The FFSD method allows districts to commit/bank pounds of raw USDA foods to be used to receive a discounted price from a distributor. This process involves combining the Commercial Food Purchasing Component and the Commodity Processing Component of the R10MRPC. Committed/banked pounds must be designated to a specific manufacturer and distributor in order to be able to receive products from a distributor at a discounted price. Advantages of these methods allow districts the flexibility of products, large choice of end products, and “just in time” delivery. FFSD is available for USDA Foods considered “non-substitutable” including beef, pork, and fruit.

3. Net Off Invoice (NOI)

The NOI method allows districts to commit/bank pounds of raw USDA foods to be used to receive a discount from specified commercially purchased products. This process involves combining the Commercial Food Purchasing Component and the Commodity Processing Component of the R10MRPC. Committed/banked pounds must be designated to a specific manufacturer and distributor in order to receive commodity discounts toward commercial purchases. Advantages of these methods allow districts the flexibility of products, large choice of end products, and “just in time” delivery. NOI is available for USDA Foods considered “substitutable” including cheese, chicken, turkey, fruits, vegetables, and butter.

The R10MRPC has historically assisted districts in processing USDA foods such as: beef, pork, chicken, turkey, eggs, peanut butter, fruit, and cheese (mozzarella and cheddar). Overall any commodity processing by the district reduces the out of pocket cost of an item creating overall food cost savings.

Interlocal Agreement
Region 10 Education Service Center
Multi-Region Purchasing Cooperative
SY2017-2018 Commodity Savings Overview

The following examples provide an overview of out-of-pocket expenses for two types of commodities and two types of purchasing methods.

- I. Chicken, Asian Inspired, Tangerine Sauce: 176 servings per case
- A. Purchase through a Commercial/Full-Line Distributor (Labatt, Sysco, etc...) ***
- i. Commodity value per case: \$ 13.63
- | | |
|---------------------------|-------------------|
| a. Commercial Price: | \$ 124.00 |
| b. Commodity Discount : | <u>- \$ 13.63</u> |
| c. Out of pocket expense: | = \$110.37 |
- B. Purchase through a state awarded contracted warehouse**;
- i. Commodity value per case: \$ 13.63
- | | |
|---------------------------|--------------------|
| a. FFS Price: | \$ 88.88 |
| b. Delivery Fee per Case: | <u>\$ + 3.00 *</u> |
| c. Out of pocket expense: | = \$ 91.88 |
- II. Beef, Flame-broiled Patties: 250 patties per case.
- A. Purchase through a Commercial/Full-Line Distributor (Labatt, Sysco, etc...) ***
- i. Commodity value per case: \$ 75.93
- | | |
|---------------------------|---|
| a. FFSD Price: | \$ 29.36 |
| b. Commodity Discount: | <u>\$ 0.00</u> (discount taken out by manufacturer) |
| c. Out of pocket expense: | = \$ 29.36 |
- B. Purchase through a state awarded contracted warehouse**;
- i. Commodity value per case: \$ 75.93
- | | |
|---------------------------|-------------------|
| a. FFS Price: | \$ 24.75 |
| b. Delivery fee per case: | <u>\$ +3.00 *</u> |
| c. Out of pocket expense: | = \$ 27.75 |

***Districts will order products weekly as needed through the commercial distributor. Distributor pays a commercial price, gives the district an immediate commodity discount, and then requests the rebate from the processor.

**Districts must request multiple cases and typically have a once-a-month delivery from the state contracted warehouse. This can make it difficult on a smaller district with smaller storage and freezer areas.

*Delivery Fees from the Contracted Warehouse can vary depending on proximity of district location to the warehouse location. Some districts may see upwards to a \$4.00 per case delivery fee.



**Region 10 ESC Multi-Region Purchasing Cooperative
Service/Product Comment Form**



Please use this form to report issues on products or services (positive or negative) related to any vendor, manufacturer, or distributor doing business with Region 10 Multi-Region Purchasing Co-op. Please provide as much information as possible and include any pictures taken of the product or packaging as necessary.

Co-op Member: _____ Date: _____

Member Contact Name: _____

Name of Vendor/Distributor: _____ Brand: _____

Product Name: _____ Product Code: _____

Date Received: _____ Date Used: _____

Production Date Found on Box Label: _____

Comments: _____

Have you reported this to the vendor/distributor rep? YES NO (circle or highlight one)

Vendor/Distributor Rep Name: _____ Date Reported: _____

Co-op Member Signature: _____

Phone #: _____ Email: _____

Fax or Email to: Keri Warnick
Fax: 972.348.1449
keri.warnick@region10.org

Office use only:
Date Rcvd:
Initials:

Little Elm ISD Interlocal Summary Report for Approval

Board Meeting Date: May 15, 2017

Ref #	Name	Department	Status (New, Renewal, Vendor Change)	Prior Year Contract Amount	Amount	Change	Effective Date	Expiration Date	Renewal	Description	Administrator
1	Education Service Center Region 10 Multi-Region Purchasing Cooperative	Child Nutrition	New	\$ -	\$0	\$ -	7/1/2017	6/30/2018	1 year	This Cooperative will organize and administer the child nutrition cooperative purchasing and commodity processing program for Member Contracting Entities in Regions 7, 10, 11, 12, 13, and 15.	Carolyn Tarver
2											
3											
4											
5											
6											
7											
8											
9											
10											

Board Agenda Item

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

Board Mtg. Date 05-15-2017	Reports of the Superintendent ☐	Action Item ☐	Consent Agenda ☒	Reports, Routine Monthly ☐	Discussion Item ☐
Subject:	GIFTS AND DONATIONS				
Presenter or Contact Person:	Grant Anderson, Assistant Superintendent for 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:	I recommend the Board approve the acceptance of gifts and donations as submitted.				

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
NEW DONATIONS
May 2017

Campus/Dept	Fund	Donation From	Description	Date	Monetary	Non-Monetary	Total
Athletics	461	Lobo Club Baseball Booster	Baseball program needs	03/31/17	4,454.00		4,454.00
LEHS	865	Gail Lohmeyer	Academic Decathlon student activities	04/11/17	1,000.00		1,000.00
Educational Services		TWU Project SMARTTTEL	Teacher grants for ELL Professional Development	05/02/17		2,500.00	2,500.00
					5,454.00	2,500.00	7,954.00

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Business Item	Consent Agenda	Reports, Routine Monthly	Discussion
05-15-2017	☐	☐	☒	☐	☐
Subject:	AMENDED LEASE AGREEMENT WITH THE TOWN OF LITTLE ELM FOR LITTLE ELM ISD BUS BARN SITE				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CDB (LEGAL)				
Summary:	Little Elm ISD staff and Town of Little Elm staff have worked to prepare an Amended Lease Agreement for the LEISD Bus Barn Site. This amended lease agreement will provide the following: 1. Set the term of the lease at 12 months after the Effective Date of the Amended Lease. 2. Allow for a month to month extension. 3. Establish a definite end for lease not to exceed 18 months after the Effective Date of the Amended Lease.				
Financial Implications:	There are no financial implications				
Attachments:	LE - LEISD Town Lease Agreement Amended Executed Bus Barn Property Lease				
Recommendation:	The Administration recommends approval of the Amended Lease Agreement with the Town of Little Elm for LEISD Bus Barn site.				
Motion:	I move that the Board approve the Amended Lease Agreement with the Town of Little Elm for the LEISD Bus Barn site.				

THE STATE OF TEXAS

§

§

COUNTY OF DENTON

§

**TOWN OF LITTLE ELM, TEXAS
AND
LITTLE ELM INDEPENDENT SCHOOL DISTRICT**

LEASE AGREEMENT

This Lease Agreement (hereinafter referred to as the "Lease") is made and entered into by and between the Town of Little Elm, Denton County, Texas (hereinafter referred to as the "Lessor"), whose address for the purposes of this Lease is 100 W. Eldorado Parkway, Little Elm, Texas, and Little Elm Independent School District (hereinafter referred to as the "Lessee"), whose address for the purposes of this Lease is 300 Lobo Lane, Little Elm, Texas 75068. This Lease shall be effective as of the date of the latter to execute this Lease by and between the Lessor and Lessee (hereinafter referred to as the "Effective Date").

WITNESSETH:

ARTICLE I

Leased Premises

- 1.1 In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor the following property:

Bus Barn Site: Being 5.060 acres of land consisting of Lot 1, Block B of the Lakeshore Drive Addition, an addition located within the Town of Little Elm, Denton County, Texas, and as further described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes;

together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the said premises and together with the building and other improvements now situated or to be erected upon the demised premises (hereinafter referred to as the "Leased Premises"). Lessee has inspected the Leased Premises and by the execution of this Lease accepts it in its present condition.

ARTICLE 2

Term and Termination

Basic Term

- 2.1 The term of this Lease shall be for eighteen (18) months commencing on the Lessor's acquisition of the Leased Premises from Lessee, unless sooner terminated, extended and/or renewed as provided in this Lease.

Extension Term

- 2.2 To the extent that Lessee's new bus barn facility has not been completed within eighteen (18) months from the Lessor's acquisition of the Leased Premises from Lessee, Lessee shall notify Lessor and the Term of this Lease shall be extended beyond the Basic Term on a month to month basis which shall be subject to all the terms and conditions of this Lease, but which shall be terminable by Lessee by thirty (30) day's written notice served by Lessee on Lessor, once Lessee's new bus barn facility has been constructed and Lessee receives a certificate of occupancy from the Lessor for the new bus barn facility. Rent shall be the same as rent under this Lease.

Termination

- 2.3 Lessee may terminate this Lease without cause. Lessee shall notify the Lessor ninety (90) days prior to its intention to terminate the Lease. Upon notification of intent to terminate, the Lease shall terminate, without penalty, at the end of the ninety (90) day period, or at a date specified in the "Notice to Terminate Lease." The date specified shall be ninety (90) days from the date Notice was served upon Lessor. In addition, this Lease terminates automatically thirty (30) days following the Lessee's receipt of a certificate of occupancy from the Lessor for the Lessee's new bus barn facility that has yet to be constructed.
- 2.4 **Funding.** Lessee shall do all things lawful within its power to obtain, maintain and properly request and pursue funds from which the lease rental payments provided for herein may be paid, including making provisions for the lease rental payments to the extent necessary in each annual budget submitted for the purpose of obtaining funds. In the event that no funds or insufficient funds are appropriated for the lease rental payments due under this Lease for the period covered by such budget or appropriation, this Lease

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shall terminate without penalty to Lessee. In the event this Lease is terminated due to the above Lessee shall immediately vacate the Leased Premises.

ARTICLE 3

Rent

Basic Rent

- 3.1 Lessee shall pay to Lessor the sum of \$1.00 per year for term of this Lease. Lessee shall pay the annual rent on or before the fifth day of the first month of the annual Lease for which rent is due. This will be known as the “basic rent.”

ARTICLE 4

Use of Leased Premises during the Term

Permitted Use

- 4.1 Lessee will use the Leased Premises for school district bus barn operations and such other activities as may be related to such operations unless Lessor gives Lessee prior written consent for a different use, which consent shall not be unreasonably withheld, delayed or conditioned. **Waste, Nuisance, or Illegal Uses**

- 4.2 Lessee may not use, or permit the use of, the Leased Premises in any manner that result in waste of the Leased Premises or constitutes a nuisance. Nor may Lessee use, or permit the use of, the Leased Premises for any illegal purpose. Lessor will join, if necessary, in the application for any permit or authorization with respect to any Legal Requirements.

Utility Services

- 4.3 Lessee shall pay the cost of utility services, including but not limited to initial connection charges, if any, all charges for gas and electricity used on the Leased Premises. Lessee shall pay water bills.

ARTICLE 5

Covenant Against Liens

Liens of Lessor

- 5.1 If, because of any act or omission of Lessor, any lien, charge, or order for payment of money is filed against the Leased Premises, Lessor shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after it receives written notice from Lessee of their filing. If Lessor fails to cause the liens to be discharged or bonded within the required ninety (90) day period, or if before that period expires,




Lessee's quiet enjoyment of the Leased Premises is affected or threatened as a result thereof, Lessee may cause the liens to be discharged, or at Lessee's option, terminate the Lease without penalty and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification. All payments by Lessee may be deducted from subsequent installments of rent payable under this Lease, or paid to Lessee by Lessor.

ARTICLE 6

Permitted Contests

Contest Proceedings

- 6.1 Lessee may contest by appropriate proceedings, the amount, validity, or application of any Imposition, Legal Requirement or any lien arising there from, provided that: (a) such proceedings suspend the collection thereof; (b) no part of the Leased Premises or of any rent would be subject to loss, sale, or forfeiture before determination of any contest; (c) Lessor would not be subject to any criminal liability for failure to pay; (d) such proceedings do not affect the payment of rent hereunder or prevent Lessee from using the Leased Premises for its intended purposes; and (e) Lessee notified Lessor of any such proceedings at which the amount in content exceeds \$25,000.00 within twenty (20) days after the commencement thereof. Lessee will conduct all such contests in good faith and with due diligence and will, promptly after the determination of such contest, pay and discharge all amounts determined to be payable therein.

Refunds

- 6.2 All refunds or rebates of Impositions paid by Lessee shall belong to Lessee. All refunds received by Lessor shall be deemed trust funds and as such shall be received by it in trust and paid to Lessee forthwith. Lessor shall, at Lessee's request, sign all receipts which may be necessary to secure the payment of any refund or rebate, and shall pay over to Lessee all refunds or rebates received by it.

ARTICLE 7

Services, Maintenance, Surrender, Alterations, and Additions

Services and Maintenance



- 7.1 Lessee shall be responsible for routine, general maintenance including but not limited to items such as replacing light bulbs, minor repairs to toilets, replacing ballasts in light fixtures and similar maintenance and repairs.
- 7.2 During the term of this Lease, Lessee shall be responsible for repairs to the following services or systems:
- a. heating system;
 - b. air conditioning equipment;
 - c. interior and external plumbing;
 - d. electric current for service for lighting and ordinary business appliances;
 - e. foundation, roof, interior and exterior doors and doorways, and the structural portions of exterior walls (including windows), and floors;
 - f. pest control, including termite eradication; and
 - g. maintenance of the public and common areas of the building and premises on which the building is situated, including lobbies, elevators, stairs, corridors, restrooms, walkways, courtyards and parking areas, in reasonably good order and condition.
- 7.3 Lessee shall be responsible for all major repairs and/or replacement of items a. through e, and for the maintenance of items f. and g. under Section 7.2 above.

Maintenance and Surrender by Lessee

- 7.4 Except as provided in Section 7.1 through 7.3 above, Lessee shall maintain the Leased Premises throughout the Lease term, and any extensions of that term, and keep them free from waste and nuisance. At the termination of this Lease, Lessee shall deliver the Leased Premises in as good a state of repair and condition as they were in at the time Lessor delivered possession to Lessee, reasonable wear and tear, and damage by fire, tornado, or other casualty excepted. Lessee shall remove from the Leased Premises on or prior to the expiration or earlier termination all of its personal property situated thereon and shall repair any damage caused by the removal. In the event Lessee should neglect to reasonably maintain the Leased Premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections for which Lessee is responsible under this section, and such costs shall be payable by Lessee to Lessor as additional Basic Rent.

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Alteration and Additions

7.5 If there is no continuing Event of Default, Lessee may make additions or improvements to or alterations of the Leased Premises. All maintenance and repair, and each such addition, improvement, or alteration (a) must not, individually or in the aggregate, substantially lessen the Fair Market Value of the Leased Premises or materially affect the Leased Premises' usefulness in Lessee's business, (b) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all Legal Requirements, and (c) shall become part of the Leased Premises and subject to this Lease.

Replacements

7.6. Lessee may install or place or reinstall or replace upon and, if there is no continuing Event of Default, remove from the Leased Premises any trade fixtures, signs, machinery, and equipment. Such trade fixtures, signs, machinery, and equipment shall not become property of Lessor. However, replacement of Lessor's trade fixtures, machinery, and equipment shall be its property.

ARTICLE 8

Damage or Destruction

Notice to Lessor

8.1 If the Leased Premises, or any structures or improvements on the Leased Premises should be damaged or destroyed by fire, tornado or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

8.2 If the Leased Premises are totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the Leased Premises with the express consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within one hundred-twenty (120) working days this Lease shall terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in section 8.1.

8.3 If Leased Premises are damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the Leased Premises with the express consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one

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hundred-twenty (120) working days, this Lease shall not terminate except as provided in subsection (a) and (b) of this section.

- a. If partial destruction of the Leased Premises occurs prior to the final four (4) months of the Lease term, Lessee shall, at its sole costs and risk, proceed immediately to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage or terminate this Lease by written notification to Lessor. Upon such notification, all rights and obligations under this Lease shall cease.
- b. If partial destruction of the Leased Premises occurs in the final four (4) months of the Lease term, Lessee need not rebuild or repair the Leased Premises. If Lessee elects not to rebuild or repair the Leased Premises, and the Leased Premises are untenable in whole or in part following such damage, Lessee may elect to terminate the Lease or to continue the Lease.

ARTICLE 9 Condemnation

Notice

- 9.1 If any proceedings or negotiations are instituted which do or may result in a taking, each party will promptly give notice thereof to the other, describing its nature and extent.

Total Condemnation

- 9.2 If during the term of this Lease, or any extension or renewal of the Lease, all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Leased Premises by the condemning authority.

Partial Condemnation

- 9.3 If less than all of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate the Lease by giving written notice to the other party within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation. If the Leased Premises are partially condemned and neither party elects to terminate the Lease, this Lease shall not terminate.

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Condemnation Award

- 9.4 Lessor shall receive the award from any condemnation, however, Lessee shall be entitled to that portion of the net award representing payment for its leasehold interest, trade fixtures, moving expenses, business interruption, or loss of profits. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking.

ARTICLE 10

Inspection by Lessor

Inspection

- 10.1 Lessor and its officers, agents, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises at all reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor may deem necessary (but without any obligation to perform any of these functions except as expressly provided in this Lease), or within the last six (6) months of the Lease term, upon prior written notice to Lessee, to show the Leased Premises to prospective tenants, purchasers, or lenders. Lessee shall not be entitled to any abatement or reduction of rent by reason of the entry of Lessor or any of its officers, agents, representatives or employees pursuant to this article, nor shall such entry to deem as actual or constructive eviction.

ARTICLE 11

Assignment

Assignment by Lessee

- 11.1 Lessee shall not assign this Lease without the prior written consent of Lessor.

Assignment by Lessor

- 11.2 Lessor shall not assign this Lease without the prior written consent of Lessee.

ARTICLE 12

Events of Default, Remedies

Lessee's Default

12.1 Any of the following occurrences, conditions, or acts shall constitute an “Event of Default” under this Lease:

a. if Lessee:

- (i) defaults in making payment when due of any Basic Rent and the default continues for thirty (30) days after Lessor gives written notice to Lessee specifying the default and demanding that it be cured, or
- (ii) defaults in the observance or performance of any other provision of this Lease, and the default continues for sixty (60) days after Lessor gives written notice to Lessee specifying the default and demanding that it be cured. However, if the default cannot be cured by the payment of money and cannot with due diligence be wholly cured within the sixty (60) day period, Lessee may have any longer period that is necessary to cure the default, so long as Lessee proceeds promptly to cure it within that period, prosecutes the cure to completion with due diligence, and advises Lessor from time to time, upon Lessor’s request, of the actions that Lessee is taking and the progress being made;

b. If the Leased Premises are abandoned by Lessee for a period of forty-five (45) consecutive days.

Lessor’s Remedies

12.2 Upon the occurrence of any event of default specified in Section 12.1 of this Lease, the following shall occur:

- a. the rent shall immediately become due and paid up to the time of reentry, expiration, and/or dispossession;
- b. Lessor may re-let the Leased Premises or any part of parts of it, either in Lessor’s name or otherwise for a term or terms which may at Lessor’s option, be less than or exceed the then remaining term of this Lease; and
- c. Lessee shall also pay to Lessor, as liquidated damages for Lessee’s failure to observe and perform its covenants under this Lease, any deficiency between the Basic Rent agreed to, and the net amount, if any, of the rents collected on account of the Leased Premises’ Lease or Leases for each month of the period which would otherwise have constituted the balance of the term of this Lease.

However, any such deficiency shall be paid as the Basic Rent becomes due and payable in monthly installments. In computing the liquidated damages, there shall be added to the deficiency all reasonable expenses that Lessor may incur in connection with re-letting.



Lessee shall pay any such liquidated damages in monthly installments on the Rent Payment Dates specified in the Lease. Any suit brought to collect the deficiency for any month shall not prejudice in any way Lessor's rights to collect the deficiency for any subsequent month by a similar proceeding. Lessor shall use its best effort to mitigate all damages and to re-let the Leased Premises if there is any Event of Default by Lessee.

Lessor's Default

- 12.3 If Lessor defaults in the performance of any term, covenant or condition required to be performed by it under this Lease, Lessee may elect to do either one of the following:
- a. After not less than five (5) days-notice to Lessor, Lessee may remedy such default by any necessary action and in connection with such remedy, may pay expenses and employ counsel; all sums expended or obligations incurred by Lessee in connection with remedying Lessor's default shall be paid by Lessor to Lessee on demand.
 - b. Lessee may terminate this Lease upon giving at least five (5) days-notice to Lessor of such intention. In the event Lessee elects this option, the Lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the five (5) day period.

Cumulative Remedies

- 12.4 Pursuit of any of the remedies provided in this Lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Waiver of Default

- 12.5 No waiver by either party of any default or violation or breach of any of the terms, provision and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law upon an event of default shall not be deemed or



construed to constitute a waiver of such default. Lessor's acceptance of rent following an event of default under this Lease shall not be construed as Lessor's waiver of the default.

ARTICLE 13 **Notices and Addresses**

Notice

13.1 All notices to be given under this Lease shall be in writing given by certified mail or registered mail, addressed to the proper party, and shall be deemed duly served and given when received by the party to whom it is directed at the following addresses:

Lessor: The Town of Little Elm
100 W. Eldorado Parkway
Little Elm, Texas 75056
Attn: David Hillock
Mayor, Little Elm

and cc: Brown and Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Attn: Robert F. Brown

Lessee: Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068
Attn: LeAnna Harding
LEISD Board of Trustees, President

and cc: Eichelbaum Wardell
Hansen Powell & Mehl, P.C.
5300 Democracy Drive, Suite 200
Plano, Texas 75024
Attn: Dennis J. Eichelbaum

Law Offices of Robert E. Luna
4411 North Central Expressway
Dallas, Texas 75205
Attn: Elisabeth D. Nelson

Either party may change the address to which Notices are to be sent by giving the other party notice of the new address in the manner provided in this Section.



ARTICLE 14
Miscellaneous

Amendments

- 14.1 No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same is in writing, dated subsequent to the date of this Lease, and duly executed by both parties to this Lease.
- 14.2 This Lease shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

Quiet Enjoyment

- 14.3 Upon due performance by Lessee of its covenants and agreements under this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold and enjoy the Leased Premises during the Lease term. If this covenant of quiet enjoyment is breached and Lessee is made a party to any legal proceedings affecting its right of possession, Lessor shall reimburse Lessee for all reasonable attorneys' fees and/or other expenses incurred by it in defending its right to this Lease.

Severability

- 14.4 In case any one or more of the provisions contained in this Lease 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 of the Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been included in the Lease.

Prior Agreements Superseded

- 14.5 This Lease constitutes the sole and only agreement of the parties to the Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

Texas Law to Apply

- 14.6 This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Denton County, Texas. Venue for any dispute arising under this Lease shall be in Denton County, Texas.



Attorneys Fees and Costs

14.7 If, as a result of a breach of this Lease by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Construction

14.8 All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

Modification

14.9 No changes, additions or interlineations made to this Lease shall be binding unless initialed by both parties.

Non-waiver

14.10 No delay or failure by either party to exercise any right under this Lease and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Time of Essence

14.11 Time is of the essence of this Lease.

Force Majeure

14.12 Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Headings

14.13 The Article and Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.

Handwritten signature and initials in the bottom right corner of the page.

Counterparts

14.14 This Lease will be simultaneously executed in three (3) or more counter-parts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

Relationship of Parties

14.15 Lessor and Lessee shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Lease.

Governmental Immunity

14.16 Notwithstanding anything to the contrary, by entering into this Lease nothing herein is intended to waive or limit the governmental immunity under law by Lessee or Lessor.

EXECUTED in triplicate originals on the dates set forth below.

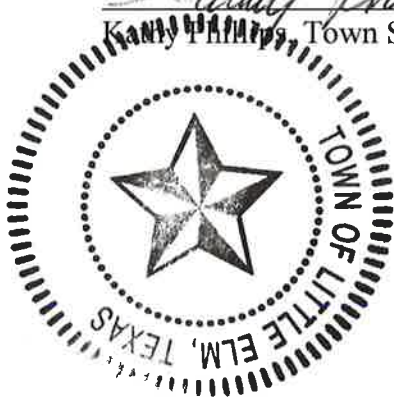
TOWN OF LITTLE ELM, TEXAS,
A Texas home-rule municipality



David Hillock, Mayor

Date Executed: March 1, 2016

ATTEST:


Kandy Phillips, Town Secretary

LITTLE ELM INDEPENDENT SCHOOL DISTRICT,
A Texas political subdivision



LeAnna Harding, LEISD Board of Trustees, President

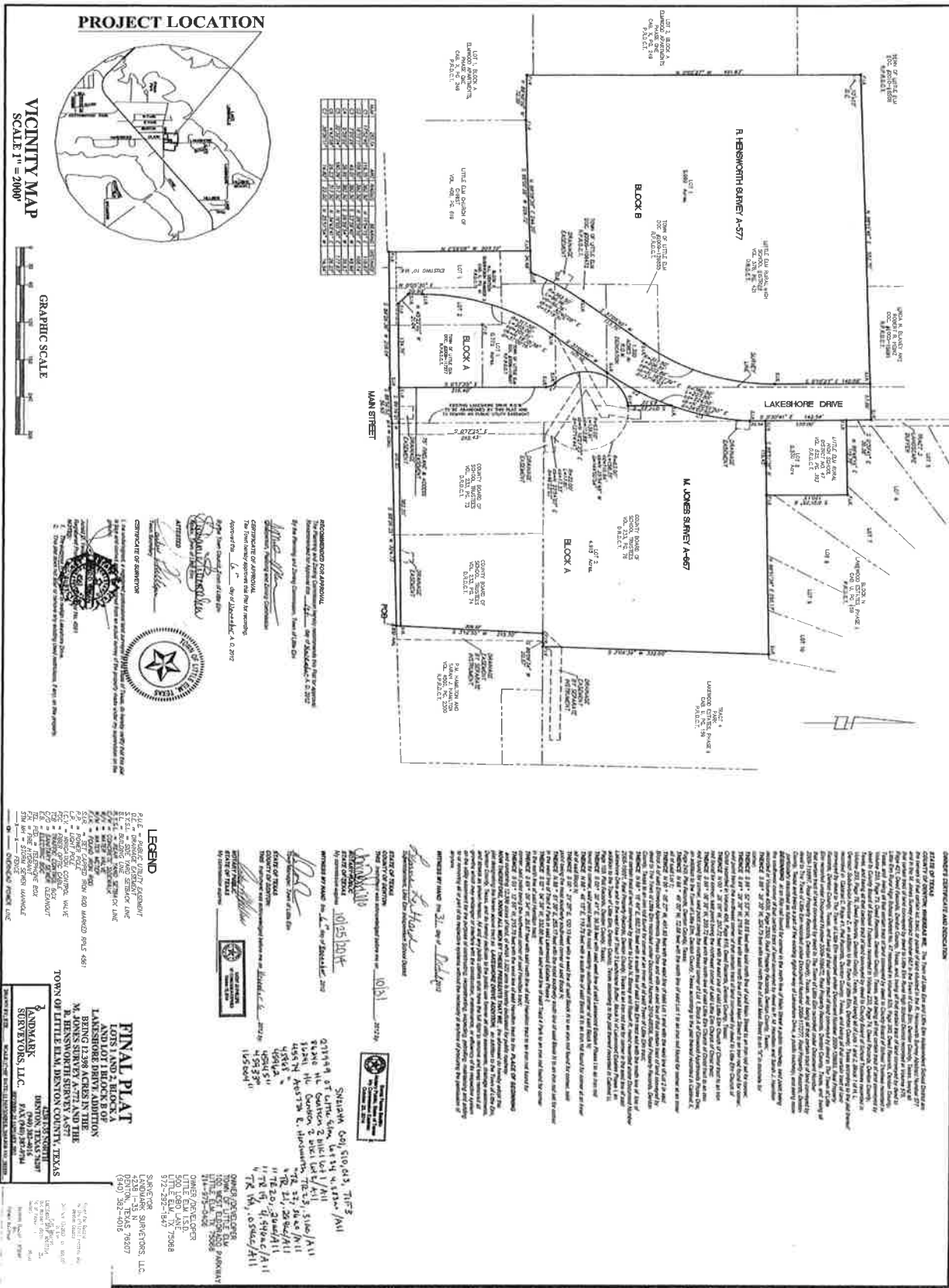
Date Executed: 2-29-16



Exhibit A

**Legal Description and/or Depiction
of the Leased Premises
Lot 1 Block B
Lakeshore Drive Addition**

Handwritten signature and initials in the bottom right corner of the page.



THE STATE OF TEXAS
COUNTY OF DENTON

§
§
§

**TOWN OF LITTLE ELM, TEXAS
AND
LITTLE ELM INDEPENDENT SCHOOL DISTRICT**

AMENDED LEASE AGREEMENT

This **Amended** Lease Agreement (hereinafter referred to as the “Lease”) is made and entered into by and between the Town of Little Elm, Denton County, Texas (hereinafter referred to as the “Lessor”), whose address for the purposes of this Lease is 100 W. Eldorado Parkway, Little Elm, Texas, and Little Elm Independent School District (hereinafter referred to as the “Lessee”), whose address for the purposes of this Lease is 300 Lobo Lane, Little Elm, Texas 75068. This Lease shall be effective as of the date of the latter to execute this Lease by and between the Lessor and Lessee (hereinafter referred to as the “Effective Date”) **and is intended to amend the lease agreement entered into by Lessor and Lessee in March, 2016, regarding the same premises.**

WITNESSETH:

ARTICLE I

Leased Premises

- 1.1 In consideration of the mutual covenants and agreements set forth in this lease, and other good and valuable consideration, Lessor does hereby demise and lease to Lessee, and Lessee does hereby lease from Lessor the following property:

Bus Barn Site: Being 5.060 acres of land consisting of Lot 1, Block B of the Lakeshore Drive Addition, an addition located within the Town of Little Elm, Denton County, Texas, and as further described and/or depicted in *Exhibit A*, which is attached hereto and incorporated herein for all purposes;

together with all rights, privileges, easements, and appurtenances belonging to or in any way pertaining to the said premises and together with the building and other improvements now situated or to be erected upon the demised premises (hereinafter

referred to as the “Leased Premises”). Lessee has inspected the Leased Premises and by the execution of this Lease accepts it in its present condition.

ARTICLE 2

Term and Termination

Basic Term

- 2.1 The term of this Lease shall be from the Effective Date until 12 months after the Effective Date, at which time the Lease shall terminate unless sooner terminated, extended and/or renewed as provided in this Lease.

Extension Term

- 2.2 To the extent that Lessee’s new bus barn facility has not been completed within 12 months after the Effective Date, Lessee shall notify Lessor and the Term of this Lease shall be extended beyond the Basic Term on a month to month basis, which shall be subject to all the terms and conditions of this Lease, but which shall be terminable by Lessee by thirty (30) day’s written notice served by Lessee on Lessor, once Lessee’s new bus barn facility has been constructed and Lessee receives a certificate of occupancy from the Lessor for the new bus barn facility. Rent shall be the same as rent under this Lease. In no event, however, may this Lease be extended beyond 18 months after the Effective Date.

Termination

- 2.3 Lessee may terminate this Lease without cause. Lessee shall notify the Lessor ninety (90) days prior to its intention to terminate the Lease. Upon notification of intent to terminate, the Lease shall terminate, without penalty, at the end of the ninety (90) day period, or at a date specified in the “Notice to Terminate Lease.” The date specified shall be ninety (90) days from the date Notice was served upon Lessor. In addition, this Lease terminates automatically thirty (30) days following the Lessee’s receipt of a certificate of occupancy from the Lessor for the Lessee’s new bus barn facility that has yet to be constructed.
- 2.4 **Funding.** Lessee shall do all things lawful within its power to obtain, maintain and properly request and pursue funds from which the lease rental payments provided for herein may be paid, including making provisions for the lease rental payments to the

extent necessary in each annual budget submitted for the purpose of obtaining funds. In the event that no funds or insufficient funds are appropriated for the lease rental payments due under this Lease for the period covered by such budget or appropriation, this Lease shall terminate without penalty to Lessee. In the event this Lease is terminated due to the above Lessee shall immediately vacate the Leased Premises.

ARTICLE 3

Rent

Basic Rent

- 3.1 Lessee shall pay to Lessor the sum of \$1.00 per year for term of this Lease. Lessee shall pay the annual rent on or before the fifth day of the first month of the annual Lease for which rent is due. This will be known as the “basic rent.”

ARTICLE 4

Use of Leased Premises during the Term

Permitted Use

- 4.1 Lessee will use the Leased Premises for school district bus barn operations and such other activities as may be related to such operations unless Lessor gives Lessee prior written consent for a different use, which consent shall not be unreasonably withheld, delayed or conditioned.

Waste, Nuisance, or Illegal Uses

- 4.2 Lessee may not use, or permit the use of, the Leased Premises in any manner that result in waste of the Leased Premises or constitutes a nuisance. Nor may Lessee use, or permit the use of, the Leased Premises for any illegal purpose. Lessor will join, if necessary, in the application for any permit or authorization with respect to any Legal Requirements.

Utility Services

- 4.3 Lessee shall pay the cost of utility services, including but not limited to initial connection charges, if any, all charges for gas and electricity used on the Leased Premises. Lessee shall pay water bills.

ARTICLE 5

Covenant Against Liens

Liens of Lessor

- 5.1 If, because of any act or omission of Lessor, any lien, charge, or order for payment of money is filed against the Leased Premises, Lessor shall, at its expense, cause the lien or liens to be discharged of record or bonded within ninety (90) days after it receives written notice from Lessee of their filing. If Lessor fails to cause the liens to be discharged or bonded within the required ninety (90) day period, or if before that period expires, Lessee's quiet enjoyment of the Leased Premises is affected or threatened as a result thereof, Lessee may cause the liens to be discharged, or at Lessee's option, terminate the Lease without penalty and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification. All payments by Lessee may be deducted from subsequent installments of rent payable under this Lease, or paid to Lessee by Lessor.

ARTICLE 6

Permitted Contests

Contest Proceedings

- 6.1 Lessee may contest by appropriate proceedings, the amount, validity, or application of any Imposition, Legal Requirement or any lien arising there from, provided that: (a) such proceedings suspend the collection thereof; (b) no part of the Leased Premises or of any rent would be subject to loss, sale, or forfeiture before determination of any contest; (c) Lessor would not be subject to any criminal liability for failure to pay; (d) such proceedings do not affect the payment of rent hereunder or prevent Lessee from using the Leased Premises for its intended purposes; and (e) Lessee notified Lessor of any such proceedings at which the amount in content exceeds \$25,000.00 within twenty (20) days after the commencement thereof. Lessee will conduct all such contests in good faith and with due diligence and will, promptly after the determination of such contest, pay and discharge all amounts determined to be payable therein.

Refunds

- 6.2 All refunds or rebates of Impositions paid by Lessee shall belong to Lessee. All refunds received by Lessor shall be deemed trust funds and as such shall be received by it in trust and paid to Lessee forthwith. Lessor shall, at Lessee's request, sign all receipts which

may be necessary to secure the payment of any refund or rebate, and shall pay over to Lessee all refunds or rebates received by it.

ARTICLE 7

Services, Maintenance, Surrender, Alterations, and Additions

Services and Maintenance

- 7.1 Lessee shall be responsible for routine, general maintenance including but not limited to items such as replacing light bulbs, minor repairs to toilets, replacing ballasts in light fixtures and similar maintenance and repairs.
- 7.2 During the term of this Lease, Lessee shall be responsible for repairs to the following services or systems:
- a. heating system;
 - b. air conditioning equipment;
 - c. interior and external plumbing;
 - d. electric current for service for lighting and ordinary business appliances;
 - e. foundation, roof, interior and exterior doors and doorways, and the structural portions of exterior walls (including windows), and floors;
 - f. pest control, including termite eradication; and
 - g. maintenance of the public and common areas of the building and premises on which the building is situated, including lobbies, elevators, stairs, corridors, restrooms, walkways, courtyards and parking areas, in reasonably good order and condition.
- 7.3 Lessee shall be responsible for all major repairs and/or replacement of items a. through e, and for the maintenance of items f. and g. under Section 7.2 above.

Maintenance and Surrender by Lessee

- 7.4 Except as provided in Section 7.1 through 7.3 above, Lessee shall maintain the Leased Premises throughout the Lease term, and any extensions of that term, and keep them free from waste and nuisance. At the termination of this Lease, Lessee shall deliver the Leased Premises in as good a state of repair and condition as they were in at the time Lessor delivered possession to Lessee, reasonable wear and tear, and damage by fire, tornado, or other casualty excepted. Lessee shall remove from the Leased Premises on or

prior to the expiration or earlier termination all of its personal property situated thereon and shall repair any damage caused by the removal. In the event Lessee should neglect to reasonably maintain the Leased Premises, Lessor shall have the right, but not the obligation, to cause repairs or corrections for which Lessee is responsible under this section, and such costs shall be payable by Lessee to Lessor as additional Basic Rent.

Alteration and Additions

7.5 If there is no continuing Event of Default, Lessee may make additions or improvements to or alterations of the Leased Premises. All maintenance and repair, and each such addition, improvement, or alteration (a) must not, individually or in the aggregate, substantially lessen the Fair Market Value of the Leased Premises or materially affect the Leased Premises' usefulness in Lessee's business, (b) shall be completed expeditiously in a good and workmanlike manner, and in compliance with all Legal Requirements, and (c) shall become part of the Leased Premises and subject to this Lease.

Replacements

7.6. Lessee may install or place or reinstall or replace upon and, if there is no continuing Event of Default, remove from the Leased Premises any trade fixtures, signs, machinery, and equipment. Such trade fixtures, signs, machinery, and equipment shall not become property of Lessor. However, replacement of Lessor's trade fixtures, machinery, and equipment shall be its property.

ARTICLE 8

Damage or Destruction

Notice to Lessor

8.1 If the Leased Premises, or any structures or improvements on the Leased Premises should be damaged or destroyed by fire, tornado or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

8.2 If the Leased Premises are totally destroyed by fire, tornado, or other casualty not the fault of Lessee or any person in or about the Leased Premises with the express consent of Lessee, or if it should be so damaged by such a cause that rebuilding or repairs cannot reasonably be completed within one hundred-twenty (120) working days this Lease shall

terminate, and rent shall be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in section 8.1.

8.3 If Leased Premises are damaged by fire, tornado, or other casualty not the fault of Lessee or any person in or about the Leased Premises with the express consent of Lessee, but not to such an extent that rebuilding or repairs cannot reasonably be completed within one hundred-twenty (120) working days, this Lease shall not terminate except as provided in subsection (a) and (b) of this section.

a. If partial destruction of the Leased Premises occurs prior to the final four (4) months of the Lease term, Lessee shall, at its sole costs and risk, proceed immediately to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage or terminate this Lease by written notification to Lessor. Upon such notification, all rights and obligations under this Lease shall cease.

b. If partial destruction of the Leased Premises occurs in the final four (4) months of the Lease term, Lessee need not rebuild or repair the Leased Premises. If Lessee elects not to rebuild or repair the Leased Premises, and the Leased Premises are untenantable in whole or in part following such damage, Lessee may elect to terminate the Lease or to continue the Lease.

ARTICLE 9

Condemnation

Notice

9.1 If any proceedings or negotiations are instituted which do or may result in a taking, each party will promptly give notice thereof to the other, describing its nature and extent.

Total Condemnation

9.2 If during the term of this Lease, or any extension or renewal of the Lease, all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, this Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Leased Premises by the condemning authority.

Partial Condemnation

9.3 If less than all of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or is sold

to the condemning authority under threat of condemnation, either party may terminate the Lease by giving written notice to the other party within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation. If the Leased Premises are partially condemned and neither party elects to terminate the Lease, this Lease shall not terminate.

Condemnation Award

9.4 Lessor shall receive the award from any condemnation, however, Lessee shall be entitled to that portion of the net award representing payment for its leasehold interest, trade fixtures, moving expenses, business interruption, or loss of profits. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking.

ARTICLE 10

Inspection by Lessor

Inspection

10.1 Lessor and its officers, agents, employees, and representatives shall have the right to enter into and upon any and all parts of the Leased Premises at all reasonable hours for purposes of inspection, cleaning, maintenance, repairs, alterations, or additions as Lessor may deem necessary (but without any obligation to perform any of these functions except as expressly provided in this Lease), or within the last six (6) months of the Lease term, upon prior written notice to Lessee, to show the Leased Premises to prospective tenants, purchasers, or lenders. Lessee shall not be entitled to any abatement or reduction of rent by reason of the entry of Lessor or any of its officers, agents, representatives or employees pursuant to this article, nor shall such entry to deem as actual or constructive eviction.

ARTICLE 11

Assignment

Assignment by Lessee

11.1 Lessee shall not assign this Lease without the prior written consent of Lessor.

Assignment by Lessor

11.2 Lessor shall not assign this Lease without the prior written consent of Lessee.

ARTICLE 12

Events of Default, Remedies

Lessee's Default

12.1 Any of the following occurrences, conditions, or acts shall constitute an "Event of Default" under this Lease:

- a. if Lessee:
 - (i) defaults in making payment when due of any Basic Rent and the default continues for thirty (30) days after Lessor gives written notice to Lessee specifying the default and demanding that it be cured, or
 - (ii) defaults in the observance or performance of any other provision of this Lease, and the default continues for sixty (60) days after Lessor gives written notice to Lessee specifying the default and demanding that it be cured. However, if the default cannot be cured by the payment of money and cannot with due diligence be wholly cured within the sixty (60) day period, Lessee may have any longer period that is necessary to cure the default, so long as Lessee proceeds promptly to cure it within that period, prosecutes the cure to completion with due diligence, and advises Lessor from time to time, upon Lessor's request, of the actions that Lessee is taking and the progress being made;
- b. If the Leased Premises are abandoned by Lessee for a period of forty-five (45) consecutive days.

Lessor's Remedies

12.2 Upon the occurrence of any event of default specified in Section 12.1 of this Lease, the following shall occur:

- a. the rent shall immediately become due and paid up to the time of reentry, expiration, and/or dispossession;
- b. Lessor may re-let the Leased Premises or any part of parts of it, either in Lessor's name or otherwise for a term or terms which may at Lessor's option, be less than or exceed the then remaining term of this Lease; and
- c. Lessee shall also pay to Lessor, as liquidated damages for Lessee's failure to observe and perform its covenants under this Lease, any deficiency between the Basic Rent agreed to, and the net amount, if any, of the rents collected on account

of the Leased Premises' Lease or Leases for each month of the period which would otherwise have constituted the balance of the term of this Lease.

However, any such deficiency shall be paid as the Basic Rent becomes due and payable in monthly installments. In computing the liquidated damages, there shall be added to the deficiency all reasonable expenses that Lessor may incur in connection with re-letting. Lessee shall pay any such liquidated damages in monthly installments on the Rent Payment Dates specified in the Lease. Any suit brought to collect the deficiency for any month shall not prejudice in any way Lessor's rights to collect the deficiency for any subsequent month by a similar proceeding. Lessor shall use its best effort to mitigate all damages and to re-let the Leased Premises if there is any Event of Default by Lessee.

Lessor's Default

12.3 If Lessor defaults in the performance of any term, covenant or condition required to be performed by it under this Lease, Lessee may elect to do either one of the following:

- a. After not less than five (5) days-notice to Lessor, Lessee may remedy such default by any necessary action and in connection with such remedy, may pay expenses and employ counsel; all sums expended or obligations incurred by Lessee in connection with remedying Lessor's default shall be paid by Lessor to Lessee on demand.
- b. Lessee may terminate this Lease upon giving at least five (5) days-notice to Lessor of such intention. In the event Lessee elects this option, the Lease will be terminated on the date designated in Lessee's notice, unless Lessor has cured the default prior to expiration of the five (5) day period.

Cumulative Remedies

12.4 Pursuit of any of the remedies provided in this Lease by either Lessor or Lessee shall not preclude pursuit of any of the other remedies provided in this Lease. Pursuit of any remedy provided in this Lease or by law by either party shall not constitute a forfeiture or waiver of any damages accruing to either party by reason of the violation of any of the terms, provisions, and covenants contained in this Lease. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Waiver of Default

12.5 No waiver by either party of any default or violation or breach of any of the terms, provision and covenants contained in this Lease shall be deemed or construed to constitute a waiver of any other violation or breach of any of the terms, provisions and covenants of the Lease. Forbearance by either party to enforce one or more of the remedies provided in this Lease or by law upon an event of default shall not be deemed or construed to constitute a waiver of such default. Lessor's acceptance of rent following an event of default under this Lease shall not be construed as Lessor's waiver of the default.

ARTICLE 13 **Notices and Addresses**

Notice

14.1 All notices to be given under this Lease shall be in writing given by certified mail or registered mail, addressed to the proper party, and shall be deemed duly served and given when received by the party to whom it is directed at the following addresses:

Lessor: The Town of Little Elm
100 W. Eldorado Parkway
Little Elm, Texas 75056
Attn: Matt Mueller
Town Manager

and cc: Brown and Hofmeister, LLP
740 East Campbell Road, Suite 800
Richardson, Texas 75081
Attn: Robert F. Brown

Lessee: Little Elm Independent School District
300 Lobo Lane
Little Elm, Texas 75068
Attn: Lowell Strike
Superintendent

and cc: Eichelbaum Wardell
Hansen Powell & Mehl, P.C.
5300 Democracy Drive, Suite 200
Plano, Texas 75024
Attn: Dennis J. Eichelbaum

Law Offices of Robert E. Luna

4411 North Central Expressway
Dallas, Texas 75205
Attn: Elisabeth D. Nelson

Either party may change the address to which Notices are to be sent by giving the other party notice of the new address in the manner provided in this Section.

ARTICLE 14

Miscellaneous

Amendments

- 14.1 No amendment, modification, or alteration of the terms of this Lease shall be binding unless the same is in writing, dated subsequent to the date of this Lease, and duly executed by both parties to this Lease.
- 14.2 This Lease shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease.

Quiet Enjoyment

- 14.3 Upon due performance by Lessee of its covenants and agreements under this Lease, Lessor covenants that Lessee shall and may at all times peaceably and quietly have, hold and enjoy the Leased Premises during the Lease term. If this covenant of quiet enjoyment is breached and Lessee is made a party to any legal proceedings affecting its right of possession, Lessor shall reimburse Lessee for all reasonable attorneys' fees and/or other expenses incurred by it in defending its right to this Lease.

Severability

- 14.4 In case any one or more of the provisions contained in this Lease 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 of the Lease, and this Lease shall be construed as if such invalid, illegal or unenforceable provision had never been included in the Lease.

Prior Agreements Superseded

- 14.5 This Lease constitutes the sole and only agreement of the parties to the Lease and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease.

Texas Law to Apply

14.6 This Lease shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Denton County, Texas. Venue for any dispute arising under this Lease shall be in Denton County, Texas.

Attorneys Fees and Costs

14.7 If, as a result of a breach of this Lease by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorney's fees and costs incurred to enforce the Lease.

Construction

14.8 All terms used in this Lease, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and by other gender, masculine, feminine or neuter, as the context or sense of this Lease or any section, subsection, or clause herein may require as if such terms had been fully and properly written in such number or gender.

Modification

14.9 No changes, additions or interlineations made to this Lease shall be binding unless initialed by both parties.

Non-waiver

14.10 No delay or failure by either party to exercise any right under this Lease and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

Time of Essence

14.11 Time is of the essence of this Lease.

Force Majeure

14.12 Neither Lessor nor Lessee shall be required to perform any term, condition or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall means acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods and any other cause not reasonably within the

control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Headings

14.13 The Article and Section headings are for convenience and reference only and shall not be used to limit or otherwise affect the meaning of any provision of this Lease.

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14.14 This Lease will be simultaneously executed in three (3) or more counter-parts, each of which shall be deemed a fully enforceable original but all of which together shall constitute one and the same instrument.

Relationship of Parties

14.15 Lessor and Lessee shall not be considered or deemed to be joint ventures or partners and neither shall have the power to bind or obligate the other except as set forth herein, it being expressly understood and agreed that no provision contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Lease.

Governmental Immunity

14.16 Notwithstanding anything to the contrary, by entering into this Lease nothing herein is intended to waive or limit the governmental immunity under law by Lessee or Lessor.

EXECUTED in triplicate originals on the dates set forth below.

TOWN OF LITTLE ELM, TEXAS,
A Texas home-rule municipality

David Hillock, Mayor
Date Executed: _____

ATTEST:

Kathy Phillips, Town Secretary

**LITTLE ELM INDEPENDENT SCHOOL
DISTRICT,**

A Texas political subdivision

Lowell Strike, Superintendent

Date Executed: _____

Exhibit A

**Legal Description and/or Depiction
of the Leased Premises**

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Business Item	Consent Agenda	Reports, Routine Monthly	Discussion
05-15-2017	☐	☐	☒	☐	☐
Subject:	AMENDED DEED FOR LITTLE ELM ISD BUS BARN - PROPERTY CONVEYED TO THE TOWN OF LITTLE ELM NEAR LAKESHORE DRIVE AND MAIN STREET.				
Presenter or Contact Person:	Rod Reeves, Executive Director for Operational Services				
Policy/Code:	CDB (LEGAL)				
Summary:	Little Elm ISD staff and Town of Little Elm staff have worked to prepare an Amended Deed for the property near Lakeshore Drive and Main Street that was conveyed in April 2016. This Amended Deed will provide the following: 1. Allow the Town with 120 days beyond the effective date of the Amended Deed to commence construction of the Dickson Lane Improvements and the Hill Lane Water Improvements. 2. Allow the Town with 18 months beyond the construction contract award to complete construction of the Dickson Lane Improvements and the Hill Lane Water Improvements. 3. Remove the automatic reverted for the property and include a requirement for written notice and period to cure the default. 4. Include payment from the Town to Little Elm ISD in the amount of \$125,000.00 for the property needed for the construction of the Dickson Lane Improvements and Hill Lane Water Improvements.				
Financial Implications:	The Town of Little Elm will include payment to Little Elm ISD in the amount of \$125,000.00 for the property needed for the construction of the Dickson Lane Improvements and Hill Lane Water Improvements.				

Attachments:

LE – LEISD Amended Deed

Deed for Bus Barn Property – Recorded April 18, 2016

Recommendation:

The Administration recommends approval of the Amended Deed with the Town of Little Elm for LEISD Bus Barn site.

Motion:

I move that the Board approve the Amended Deed with the Town of Little Elm for the LEISD Bus Barn site.

**** Electronically Filed Document ****

Denton County
Juli Luke
County Clerk

Document Number: 2016-42967
Recorded As : ERX-DEED

Recorded On: April 18, 2016
Recorded At: 10:42:43 am
Number of Pages: 7

Recording Fee: \$50.00

Parties:

Direct- LITTLE ELM INDEPENDENT SCHOOL
Indirect-

Receipt Number: 1415653
Processed By: Terri Bair

***** THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.



THE STATE OF TEXAS)
COUNTY OF DENTON)

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke

County Clerk
Denton County, Texas

GF#2022-179986-RU

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

DEED

Date: April 15, 2016

Grantor: LITTLE ELM INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address (including county): 300 Lobo Lane
Little Elm, Denton County, Texas 75068

Grantee: TOWN OF LITTLE ELM, TEXAS

Grantee's Mailing Address (including county): 100 W. Eldorado Parkway
Little Elm, Denton County, Texas 75068

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

Grantor has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY the Property herein described, unto the Grantee as a dedication of real property. Grantor hereby GRANTS, BARGAINS, SELLS, and CONVEYS unto Grantee all of Grantor's right, title and interest, if any, in and to those certain tracts of real property located in Little Elm, Denton County, Texas, as more particularly described on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, together with all improvements thereon, and all rights, benefits, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances relating thereto (collectively referred to as the "**Property**"), so long as Grantee immediately commences design of Dickson Lane with related water, sewer, and drainage improvements from Eldorado Parkway to Hill Lane intersection ("Dickson Lane Improvements"), as well as, the Hill Lane water improvements ("Hill Lane Water Improvements") to service the Grantor's proposed bus barn property and Grantee commences construction of the Dickson Lane Improvements and the Hill Lane Water Improvements within eight months of March 2, 2016, and completes construction of the Dickson Lane Improvements and the Hill Lane Water Improvements within eighteen months of March 2, 2016, as further described in the Real Estate Sales Contract by and between Grantor and Grantee with an Effective Date of March 2, 2016 ("Contract"). If Grantee fails to commence construction and complete construction as required herein, the Property shall automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor. Upon completion of the Dickson Lane Improvements and Hill Lane Water Improvements, Grantee may file an affidavit in the real property records of Denton County stating that the Dickson Lane Improvements and Hill

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Lane Water Improvements have been completed which shall serve as conclusive evidence that the condition has been fulfilled unless Grantor files a contradictory statement within sixty (60) days thereafter. The affidavit and lack of any filing of a contradictory statement by the Grantor shall be conclusive evidence that: (i) Grantee has fulfilled the condition, (ii) any reversionary interest held by Grantor has been extinguished and terminated, and (iii) any third party may rely on said conclusive evidence

In the event the Grantee conveys the Property, in whole or part, to any third party within five (5) years of March 2, 2016, any amounts paid to the Grantee which exceed **One Million Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)** shall be shared equally between the Grantee and Grantor.

Reservations from and Exceptions to Conveyance:

Grantor excludes and excepts any warranties, express or implied, regarding the Property, including, without limitation, any warranties arising by common law or Section 5.023 of the Texas Property Code or its successor.

Subject to the surface waiver set forth below, Grantor hereby expressly reserves to itself and its successors and assigns, and SAVES AND EXCEPTS from this conveyance, all of Grantor's interest in all oil, gas and other minerals in or under and that may be produced from the Property, together with the exclusive right, as between Grantor and Grantee, to execute any oil, gas, and/or mineral leases ("Oil and Gas Leases"), and together with all royalties, rentals, bonuses, and other payments and consideration from any and all Oil and Gas Leases now or hereafter existing with respect to the Property, and together with all other rights, title and interests appurtenant to the mineral estate (herein collectively called the "Mineral Estate"); subject, however, to Grantor's waiver of its right to use the surface of the Property to drill, produce, treat and/or transport oil, gas or other minerals from the Mineral Estate (the "Surface Waiver"). It is the intent of the Grantor and Grantee that, as between Grantor and Grantee, Grantee shall have the exclusive use of the surface of the Property subject to rights of other owners of the Mineral Estate, if any.

This conveyance is made subject to those exceptions (hereinafter referred to collectively as the "Permitted Exceptions") set forth on Exhibit "B" attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

This conveyance is made subject to any and all conditions, covenants, restrictions, easements, exceptions, reservations, conveyances, and outstanding mineral and royalty, if any, of record in the office of the County Clerk of Denton County, affecting the ownership, use, or enjoyment of the property conveyed hereby.

GRANTOR IS NOT MAKING ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PROPERTY, ITS PHYSICAL CONDITION OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY AND THAT THE PROPERTY IS BEING

CONVEYED AND TRANSFERRED TO GRANTEE "AS IS, WHERE IS AND WITH ALL FAULTS." GRANTOR DOES NOT WARRANT OR MAKE ANY REPRESENTATION, EXPRESS OR IMPLIED, AS TO FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DESIGN, QUANTITY, PHYSICAL CONDITION, OPERATION, COMPLIANCE WITH SPECIFICATIONS, ABSENCE OF LATENT DEFECTS OR COMPLIANCE WITH LAWS AND REGULATIONS (INCLUDING, WITHOUT LIMITATION, THOSE RELATING TO ZONING, HEALTH, SAFETY AND THE ENVIRONMENT) OR ANY OTHER MATTER AFFECTING THE PROPERTY.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, TO HAVE AND TO HOLD it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever, without warranty of any kind.

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

Little Elm Independent School District

By: *LeAnna Harding*
LeAnna Harding
President, Board of Trustees

STATE OF TEXAS §

COUNTY OF *Texas* §

This instrument was acknowledged before me on the *15th* day of April _____, 2016, by LeAnna Harding, President of Little Elm Independent School District Board of Trustees.

Renee Miller
Notary Public, State of Texas



PREPARED IN THE LAW OFFICE OF:

Law Offices of Robert E. Luna, P.C.
Elisabeth Donley Nelson
4411 North Central Expressway
Dallas, Texas 75205

AFTER RECORDING RETURN TO:

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

EXHIBIT "A"

Legal Description

BEING a Portion of Lots 2, Block A, Lot 3, Block A, Being a Portion of Lot 1, Block B, LAKESHORE DRIVE ADDITION, an Addition to the Town of Little Elm, Denton County, Texas according to the Plat thereof recorded in cc# 2012-252, Plat Records, Denton County, Texas, and according to a survey prepared by Jerald D. Yensan, RPLS 4561, dated April 12, 2016.

EXHIBIT "B"

Permitted Exceptions

1. Standby fees, taxes, and assessments by any taxing authority for the year **2016** and subsequent years.
2. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Exhibit "B" or not.
3. Rights of parties in possession and rights of tenants under any unrecorded leases or rental agreements.
4. Mineral lease together with all rights, privileges and immunities incident thereto, to A. G. Dendinger from W. R. Grubbs, Individually and as survivor and community administrator of the COMMUNITY ESTATE of himself and wife, NOVIA AMANDA GRUBBS described in instrument filed 03/20/1951, recorded in Volume 365, Page 409, Real Property Records, Denton County, Texas.
5. The following easements and/or building lines, as shown on plat recorded in cc# 2012-252, Plat Records, Denton County, Texas, as shown on survey prepared by Jerald D. Yensan, R.L.P.S. #4561, dated 04/12/2016:
 - 75' fire lane and access easement (Lot 2, Block A);
 - Drainage easements variable width (Lot 2, Block A and Lot 1, Block B);
 - Public and private utilities lying in the abandoned Lakeshore Drive ROW (Lot 2, Block A);
 - 10' x 10' drainage easement Northwest corner and Lot 1, Block B.
6. Mineral estate and interest in coal, lignite oil, gas and other minerals together with all rights, privileges and immunities thereto described in instrument filed 05/06/1976, recorded in Volume 326, Page 252, Real Property Records, Denton County, Texas.
7. Easements and rights of third parties, if any, as to telephone pedestal along the East property line of Lot 1 as shown on survey of Jerald D. Yensan, R.P.L.S. #4561, dated 04/12/2016.

AFTER RECORDING RETURN TO:
TOWN OF LITTLE ELM, TEXAS
100 W. Eldorado Parkway
Little Elm, Texas 75068

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AMENDED DEED

***(This deed amends the deed filed as document no. 2016-42967
and dated April 15, 2016, regarding certain construction deadlines and regarding
payment for right-of-way)***

Date: May _____, 2017

Grantor: LITTLE ELM INDEPENDENT SCHOOL DISTRICT

Grantor's Mailing Address (including county): 300 Lobo Lane
Little Elm, Denton County, Texas 75068

Grantee: TOWN OF LITTLE ELM, TEXAS

Grantee's Mailing Address (including county): 100 W. Eldorado Parkway
Little Elm, Denton County, Texas 75068

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

Grantor has GRANTED, SOLD, and CONVEYED and by these presents does GRANT, SELL, and CONVEY the Property herein described, unto the Grantee as a dedication of real property. Grantor hereby GRANTS, BARGAINS, SELLS, and CONVEYS unto Grantee all of Grantor's right, title and interest, if any, in and to those certain tracts of real property located in Little Elm, Denton County, Texas, as more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference for all purposes, together with all improvements thereon, and all rights, benefits, privileges, tenements, hereditaments, rights of way, easements, appendages and appurtenances relating thereto (collectively referred to as the "**Property**"), so long as Grantee immediately commences design of Dickson Lane with related water, sewer, and drainage improvements from Eldorado Parkway to Hill Lane intersection ("Dickson Lane Improvements"), as well as, the Hill Lane water improvements ("Hill Lane Water Improvements") to service the Grantor's proposed bus barn property and Grantee commences construction of the Dickson Lane Improvements and the Hill Lane Water Improvements **within 120 days of the effective date of the Amended Deed, and completes construction of the Dickson**

Lane Improvements and the Hill Lane Water Improvements within 18 month of the construction contract award by the Town for the Dickson Lane Improvements and the Hill Lane Water Improvements. If Grantee fails to commence construction and complete construction as required herein, the Property shall automatically revert to and be owned by Grantor without the necessity of any further act on the part of Grantor. No automatic reverter shall occur, however, unless and until (a) Grantor provides Grantee a "Written Notice of Default," and (b) Grantee fails to cure the default within 60 days of the delivery of the "Written Notice of Default" to Grantee.

Upon completion of the Dickson Lane Improvements and Hill Lane Water Improvements, Grantee may file an affidavit in the real property records of Denton County stating that the Dickson Lane Improvements and Hill Lane Water Improvements have been completed which shall serve as conclusive evidence that the condition has been fulfilled unless Grantor files a contradictory statement within sixty (60) days thereafter. The affidavit and lack of any filing of a contradictory statement by the Grantor shall be conclusive evidence that: (i) Grantee has fulfilled the condition, (ii) any reversionary interest held by Grantor has been extinguished and terminated, and (iii) any third party may rely on said conclusive evidence.

Grantee further agrees to pay to Grantor the sum of **One Hundred, Twenty Five Thousand and No/100 Dollars (\$125,000.00)** in exchange for all property needed for the construction of the Dickson Lane Improvements and Hill Lane Water Improvements, which property Grantor hereby agrees to convey.

In the event the Grantee conveys the Property, in whole or part, to any third party within five (5) years of March 2, 2016, any amounts paid to the Grantee which exceed **One Million, Five Hundred Thousand and No/100 Dollars (\$1,500,000.00)** shall be shared equally between the Grantee and Grantor.

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This conveyance is made subject to those exceptions (hereinafter referred to collectively as the "Permitted Exceptions") set forth on **Exhibit "B"** attached hereto and made a part hereof for all purposes, but only to the extent that the same affect or relate to the Property.

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[Remainder of the Page is Blank]

LITTLE ELM INDEPENDENT SCHOOL DISTRICT

By:_____

President, Board of Trustees

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the _____ day of **May, 2017**, by _____, President of Little Elm Independent School District Board of Trustees.

Notary Public, State of Texas

ACCEPTED BY GRANTEE:

TOWN OF LITTLE ELM, TEXAS,
A Texas home-rule municipality

David Hillock, Mayor
Date Executed: _____

ATTEST:

Kathy Phillips, Town Secretary

EXHIBIT “A”

Legal Description

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Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date
5-15-2017

Reports of the
Superintendent
☐

Action
Item
☐

Consent
Agenda
☒

Reports,
Routine
Monthly
☐

Other
☐

Subject:

**LITTLE ELM ISD EDUCATION FOUNDATION
MEMORANDUM OF UNDERSTANDING**

**Presenter or
Contact Person:**

Pat Robbins, Director for Communication Services and
Community Relations

Policy/Code:

N/A

Summary:

Revision to the Foundation/District Memorandum of
Understanding.

**Financial
Implications:**

There is no financial impact to the budget.

Attachments:

N/A

Recommendation:

**The administration recommends that the Little Elm ISD Board
of Trustees approve the revision to the Memorandum of
Understanding with the Little Elm ISD Education Foundation.**

Motion:

**I move that the Board approve the revision to the Memorandum
of Understanding with the Little Elm ISD Education
Foundation.**

MEMORANDUM OF UNDERSTANDING

Between Little Elm ISD Education Foundation and Little Elm Independent School District

This Memorandum of Understanding is entered into by and between the Little Elm Independent School District School Board ("School Board") of Little Elm Independent School District ("the District") and the Little Elm ISD Education Foundation Board of Directors ("Foundation Board") of the Little Elm ISD Education Foundation (the "Foundation"), desiring to memorialize the nature of their relationship, ratify and approve past activities and mutually acknowledge, for the future, the respective obligations and rights of the parties.

Recitals

Whereas, the District is a public school system located in Texas; and

Whereas, the Foundation is an independent nonprofit corporation organized under the Texas Business Organizations Code (hereinafter called the "Act"), and exempt from taxation pursuant to the Internal Revenue Code 501(c)(3); and

Whereas, the District has the authority to enter into contracts as are necessary for the efficient management of the District, and

Whereas, the Foundation is organized and operated exclusively for educational purposes and to receive and disburse funds, property and gifts of any kind exclusively for the benefit of the District, and

Whereas, the parties desire to formalize their relationship to achieve an efficient coordination between them to advance the District's public purposes and to foster the educational and cultural programs and services of the District;

Now therefore, in consideration of the mutual covenants, promises and conditions herein contained, the District and the Foundation agree as follows:

A. **Public Purposes:** The School Board has identified the following educational public purposes for the District's support of the Foundation:

1. Because of the uncertainty and restrictions inherent to the Texas public school finance system, the District must seek alternative sources of revenue in order to continue and/or enhance its quality education programs.
2. Maximization of sources of supplemental revenue requires strong community support,, including organizations such as the Foundation.
3. Strong community support to assist the District in maximizing alternative revenue sources requires reciprocal commitment and support from the District.
4. The District can realize gains that benefit the public purposes of the District from the cooperative use of approved school district resources in support of the Foundation.
5. Continuation of the momentum achieved in maximizing alternative revenue sources through the Foundation requires a continual commitment from the District.

6. Community involvement in raising money for educational programs achieves a concurrent psychological and philosophical investment in the District.
7. The Foundation invests time and resources to generate and improve community support for creating alternative revenue sources that benefit the District and its students.
8. The community's legitimate expectation is that the District supports the Foundation through the Foundation's limited use of facilities, equipment and personnel.
9. The community realizes a convenience in having the District allow use of its facilities by the Foundation.
10. Solicitations of additional revenue by Foundation directors and personnel relieves the fundraising burden of the District's Superintendent, administrators, teachers and staff, leaving them free to focus on the District's educational mission.
11. Revenues obtained by the Foundation will be provided for the betterment of the District's educational programs.
12. It is essential that the District have oversight over any individual who represents the District or the Foundation in seeking additional revenue sources.
13. The District shall realize gains from its assistance to the Foundation.

B. Commitment: The School Board agrees to provide the following to the Foundation, provided that the public purposes continue to be met and the controls continue to be implemented, and subject to the School Board's continuing right to refuse to appropriate the necessary funds in any budget year. All District contribution amounts shall be within the sole discretion of the School Board, which contribution shall be monitored by the School Board and recorded in the District's accounting records as resources provided to the Foundation in return for the Foundation's contributions to the District that shall serve the District's public purposes.

1. The District shall share annually with the Foundation its strategic plan, institutional priorities and projects, and resource requirements, so that the Foundation may represent the direction and needs of the District to donor prospects and align its programs and campaigns consistent with the strategic objectives of the District.
2. The District shall promptly alert the Foundation to prospective gifts, so that each opportunity for enhancing gift potential and donor relations is fully utilized.
3. Office space facilities and utilities for the employees of the District working in coordination with or in cooperative support of the Foundation.
4. All or a portion of the equipment used by the employees of the District working in coordination with or in cooperative support of the Foundation.
5. All or a portion of the salary and benefits for the employees of the District working in coordination with or in cooperative support of the Foundation.

6. The personnel providing services to the Foundation shall be employees of the District, under the direct supervision and control of the District Superintendent. The employees who provide services to the Foundation shall be subject to all rights and responsibilities of other District employees.
7. Employees of the District who are working in coordination with or in cooperative support of the Foundation shall not be entitled to receive supplemental compensation directly from the Foundation; however, the Foundation may donate to the District funds intended to offset the costs of contractual payments to District employees who are working in coordination with or in cooperative support of the Foundation, including donations based on employee achievement of, and contractual payments for, agreed and pre-determined performance objectives for services yet to be rendered under the express written terms of a District employee contract. The parties to this Agreement understand and acknowledge that the District is prohibited by law, and therefore cannot agree under any provision of the Memorandum, to compensate any of the District's employees in a manner that violates Article III, Section 53 of the Texas Constitution (or any other applicable laws of the State of Texas), including the prohibition against gifts of bonus, non-contractual payments to employees for services already rendered. The parties to this Agreement understand, acknowledge and agree that the terms of employment and contracts between the District and its employees, including the amount of compensation and payment, are within the sole authority and absolute and final discretion of the District and its Board of Trustees, and nothing in this Memorandum shall limit or impair that authority and discretion. Further, nothing in this Memorandum shall create rights or remedies for any entities or persons other than the District and the Foundation.
8. District Board of Trustees' attorneys may provide counsel on an as-needed basis regarding the relationship between the Foundation and the District.

C. Responsibilities of Foundation:

1. The Foundation represents that it is a nonprofit corporation organized in Texas for educational and charitable purposes exclusively for the benefit of the District.
2. The Foundation agrees that, during the term of this Memorandum of Understanding, the Foundation will use its best efforts to solicit, collect, invest, and administer funds for the Foundation, which shall be used to enrich the educational environment of the District.
3. The Foundation agrees that, in each of the Foundation's fiscal years, the Foundation shall contribute more to the District than the value of the District's contribution to the Foundation or funding may, in the School Board's discretion, either cease or be decreased for the coming fiscal year. The Foundation agrees that all District contributions shall be used to support the public purposes of the District. For purposes of this Agreement, amounts contributed to the District in any fiscal year shall include all grants to teachers, educational programs, and all payments to Foundation endowment funds made in that fiscal year, but shall not include monies deposited into retained earnings until those retained earnings are spent for the benefit of the District through a teacher grant, educational program, or endowment fund payment.

4. The Foundation agrees that it will require its personnel, members, officials, representatives, agents and volunteers and the District personnel providing services to the Foundation to follow all policies and procedures of the District when representing the District or the Foundation in any capacity and in all matters related to the District.
 5. The Foundation agrees that it will continue to recognize the District as the sole beneficiary of its solicitation program.
 6. The Foundation has fiduciary responsibility for the operation of the Foundation and the authorization of the expenditure of funds.
 7. The Foundation shall collect such funds to be used for educational projects in alignment with the District's strategic plan and institutional priorities.
 8. The Foundation shall conduct its activities in such a manner to maintain its status as a tax exempt, charitable organization under state and federal laws.
 9. The Foundation shall consult with the District before accepting any gift for the benefit of the District that contains restrictive terms or conditions.
- D. Controls: The School Board and the Foundation Board agree on the following controls, to ensure that a proper public educational purpose is served by this arrangement:
1. The Foundation shall provide the School Board with an annual report, which shall be presented to the School Board at a public School Board meeting within ___ months of the completion of the report. The Foundation shall provide a cost-benefit evaluation to the District regarding the District's expenditures on behalf of the Foundation and the Foundation's use of the expenditures for educational or public purposes.
 2. The Foundation shall provide the District with a five-year plan, updated annually, which shall be presented to the Board of Trustees at a public Board meeting.
 3. The Foundation shall provide an IRS Form 990 annually to the School Board, which shall reflect the District's contributions to the Foundation and which shall be reviewed against the District's accounting records to ensure accuracy.
 4. The Foundation shall abide by all policies and procedures of the District related to facility and equipment use, personnel, public information, and all other applicable policies.
 5. The District shall determine each year, at the time of development of the District's budget, whether adequate consideration has been received from the Foundation in the previous fiscal year and will likely be received in the following fiscal year, to assist the Foundation Board in determining funding for the coming fiscal year. Funds budgeted by the District shall be subject to and limited by any applicable laws of the State of Texas, the District's policies and procedures, and any Board actions related to the Foundation
 6. The Foundation shall ensure that, during each fiscal year of its existence, it provides to the District more revenue than the District provides to it, pursuant to this or any agreement, or District funding may, in the District's discretion, either cease or be decreased for the coming fiscal year. For the purposes of this Agreement, amounts contributed to the District in any

fiscal year may include grants to teachers, teacher fellowships, awards of excellence, program scholarships, scholarships to graduating seniors, and all payments to endowment funds made in that fiscal year, but shall not include monies deposited in retained earnings until those retained earnings are spent for the benefit of the District through a teacher grant, teacher fellowship, award of excellence, program scholarship, scholarship to graduating senior, or an endowment fund payment. Upon the District's request, the Foundation agrees to provide the District immediate access to and the right to copy or otherwise reproduce, all documents or records of any format concerning, involving or related to the Foundation's finances, and to permit and cooperate with at any time an audit by the District or an auditing firm retained by the District. The Foundation agrees to provide the District with, and pay for the costs of, an independent annual audit performed by an auditing firm retained by the Foundation. The annual audits shall be in accordance with auditing standards generally accepted in the United States of America.

7. The Foundation understands that, as a result of the District's investment in the Foundation, the documents of the Foundation are possibly subject to the Public Information Act, if applicable, absent any specific exemption.
8. The personnel serving the Foundation shall be at-will employees of the District, under the direct supervision and control of the Superintendent of Schools or designee. The Foundation may consult with the Superintendent regarding the personnel's job performance.
9. Dissolution. In the event that the Corporation is dissolved, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the Corporation, transfer the assets of the Corporation to the Little Elm Independent School District.

E. Term and Termination:

1. This Memorandum of Understanding shall have an initial term of three years beginning on the effective date and may be renewed upon approval of the District for additional terms, each of the three-year duration, by written agreement signed by each party.
2. This Memorandum of Understanding is a commitment of the District's current revenue only. The District retains the continuing right to terminate this Agreement at the expiration of each budget period during the term of this agreement.
3. This Agreement may be terminated by either party by giving sixty days written notice to the other party.

AGREED TO this _____ day of _____, 2016.

LEISD BOARD OF TRUSTEES

LEISD EDUCATION FOUNDATION

President, Melissa Myers

President, Ed Griffin



ATTEST:

Secretary, Alejandro Flores



ATTEST:

Secretary, Erin Mudie