

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 March 27, 2023, beginning at 6:00 PM in the Little Elm ISD Administration Building.

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 Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068.
2. The Board will recess into Closed Meeting in the Board Support Conference Room as permitted by the Texas Open Meetings Act Code Subchapter 551.072 & 551.074. The Board and Superintendent will discuss:
 - A. Personnel
 - B. Land
3. Pledge of Allegiance
4. Invocation
5. Introduction and Roll Call
6. Superintendent Spotlight
 - A. TSPRA Award
Presenter: Cecelia Jones
 - B. Trivia Night Recognition
Presenter: Shay Adams
 - C. Special Recognition
Presenter: Shay Adams
 - D. Students of the Month Recognition
Presenter: Ross Roberts
7. Reports of the Superintendent
 - A. Curriculum and Learning Update 4
Presenter: Dr. Penny Tramel
8. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
9. Approval of Minutes
 - A. Consider approval of Special Meeting Minutes - February 18, 2023 5
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 - B. Consider approval of Regular Board Meeting Minutes - February 20, 2023 7
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Presenter: Asheley Brown	
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Presenter: Rick Martin	
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Paraprofessional Position	
Presenter: Asheley Brown	
B. Consider approval of North Central Texas College and Little Elm ISD	
Memorandum of Understanding	
Presenter: Dr. Penny Tramel	
C. Consider approval of Instructional Materials Allotment Certification	
Presenter: Dr. Penny Tramel	
D. Consider approval of 2022-2023 Missed School Days Waiver	
Presenter: Dr. Penny Tramel	
E. Consider approval of Little Elm ISD Interlocal Summary Report	
Presenter: Shay Adams	
F. Consider approval of Financial Reports - January 2023	
Presenter: Jesse Wyse	
G. Consider approval of Little Elm ISD Expenditures over \$100,000	
Summary Report	
Presenter: Shay Adams	
H. Consider approval of Requesting for Proposal #2023-001 Leased Fiber	
Service	
Presenter: Gregg Burcham	
12. Board President Comments	
Presenter: Jason Olson	
13. Board Comments	
14. Superintendent Comments	
15. Adjournment	

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

Texas Government Code Section:

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

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

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

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

Superintendent

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

Sonia S. Flores

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date: 3-27-23	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	CURRICULUM AND LEARNING UPDATE				
Presenter or Contact Person:	Dr. Penny Tramel, Assistant Superintendent for Curriculum and Learning				
Policy/Code:	N/A				
Strategic Plan Goal:	We will engage each student in learning experiences that increase student growth and achievement. We will provide a guaranteed and viable curriculum that ensures all students have equal learning opportunities.				
Summary:	The District will provide the Board with a curriculum and learning update.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	N/A				
Recommendation:	Item is for informational purposes only. No recommendation is necessary				
Motion:	Item is for informational purposes only. No motion is necessary.				

Board Agenda Item

Little Elm Independent School District

300 Lobo Lane

Little Elm, Texas 75068

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
03-27-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SPECIAL BOARD MEETING MINUTES - 2/18/2023.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for February 18, 2023.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Special Board Meeting Minutes for February 18, 2023.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for February 18, 2023.				

Minutes of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD will be held February 18, 2023, beginning at 8:00 AM in the Little Elm ISD Administration Building.

PRESENT: President Jason Olson, Vice President Monique Thompson, Trustee Ken Beber, Trustee Mary Watkins, and Trustee Alejandro Flores.

LATE: Secretary DeLeon English.

ABSENT: Trustee David Montemayor.

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 Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068. Board President Jason Olson called the meeting to order at 8:00 am.
2. Introduction and Roll Call
Ms. Sonia S. Flores called the meeting to order.
3. The Board recessed into Closed Meeting at 8:00 am in the Board Support Conference Room as permitted by the Texas Open Meetings Act Code Subchapter 551.074. The Board and Superintendent discussed:
 - A. Superintendent, Superintendent Search Update
The Board reconvened at 10:02 am.
4. Action Items
 - A. Superintendent, Superintendent Search Update
Vice President Monique Thompson made the first motion to place Superintendent Daniel Gallagher on Administrative Leave and to assign Ms. Shay Adams as Acting Superintendent.
Secretary DeLeon English seconded the motion. The motion passed (6-0).
5. Adjournment
Trustee Alejandro Flores made the first motion to adjourn the meeting. Trustee Ken Beber seconded the motion. The motion passed (6-0).
The meeting adjourned at 10:03 am.

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 03-27-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	REGULAR BOARD MEETING MINUTES - 2/20/2023.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for February 20, 2023.				
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 February 20, 2023.				
Motion:	I move that the Board approve the attached Regular Board Meeting Minutes for February 20, 2023.				

Minutes 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 February 20, 2023, beginning at 6:00 PM in the Little Elm ISD Administration Building.

PRESENT: President Jason Olson, Vice President Monique Thompson, Secretary DeLeon English, Trustee Ken Beber, Trustee Alejandro Flores, Trustee Mary Watkins, and Acting Superintendent Shay Adams.

ABSENT: David Montemayor.

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 Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068. Board President Jason Olson called the meeting to order at 6:00 pm.
2. The Board recessed into Closed Meeting at 6:00 pm in the Board Support Conference Room as permitted by the Texas Open Meetings Act Code Subchapter 551.072 & 551.074. The Board and Superintendent discussed:
 - A. Personnel
 - B. LandThe Board reconvened at 7:00 pm.
3. Pledge of Allegiance
The Board led those present to The Pledges of The United States Flag and The Texas Flag.
4. Invocation
Pastor Chadder from Friendship Church offered the invocation.
5. Introduction and Roll Call
Ms. Sonia S. Flores took roll call.
6. Superintendent Spotlight
 - A. Special Recognition
Ms. Sonia S. Flores presented the Triple E Award to Coach Todd Dailey and thanked him for everything he does for the students of LEISD.
 - B. Business Services Recognitions
Ms. Shay Adams presented awards to Mr. Jesse Wyse and Ms. Jennifer Barrychuck.
7. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
 - Denise Hanti – Compacted math, advanced science and honors courses
 - Jason Phillips – Four day calendar decision made on the special Jan 4 meeting
 - Jason Salsbury – The school board

- Stanley Wang – The suspension of Mr. Gallagher and 4-day week
- Darcie Brodsky – Teacher retention
- Kate Olsson – update on ideas of the district
- Sarah Turnage – Morale of the district
- Alyssa Barstow – IDK but wanted to go ahead and get a speaker card filled out
- Lisa Stevens – Teacher retention / Board & District transparency and timely communication
- Christine Cook – PEIMS / Paraprofessionals

8. Approval of Minutes

A. Consider approval of Regular Board Meeting Minutes - January 23, 2023

Ms. Sonia S. Flores presented this item to the Board.

Trustee Mary Watkins made the first motion to approve this item as submitted. Vice President Monique Thompson seconded the motion. The motion passed (6-0).

9. Action Items

A. Consider approval of 2023-2024 Administrator Contracts

Ms. Asheley Brown briefed the Board about this item. Secretary DeLeon English made the first motion to approve this item as discussed in closed session. Trustee Mary Watkins seconded the motion. The motion passed (5-0). Trustee Alejandro Flores was not present for this motion.

B. Consider approval of the 2023-2024 - Little Elm ISD Calendar

Dr. Penny Tramel briefed the Board about the following:

- Calendar Development
- 2023/24 Academic Calendar Silver
- 2023/24 Academic Calendar Blue

Trustee Mary Watkins made the first motion to approve the Silver Calendar.

Secretary DeLeon English seconded the motion. The motion passed (6-0).

C. Consider approval of Board Resolution: Little Elm ISD Investment Officers

Ms. Shay Adams briefed the Board about this item. The Superintendent or other person designated by Board resolution shall serve as the investment Officer(s) of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

D. The Treasurer, or the Chief Financial Officer if the Treasurer is not the Chief Financial Officer, and the investment Officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. Gov't Code 2256.008 (a-1)

E. Shay Adams, Assistant Superintendent for Business & Finance Services, has attended the required training sessions, and therefore shall serve as an investment Officer for Little Elm ISD.

Trustee Ken Beber made the first motion to approve this item as submitted. Trustee Mary Watkins seconded the motion. The motion passed (6-0).

F. Consider approval of Architect Selection for High School Locker Room Conversions/Renovations

Mr. Rick Martin informed the Board about this item. This item is to request approval to award CORGAN as the architect of record for this project.

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

10. Consent Agenda

A. Consider approval of the Joint Election Contract with Denton County

B. Consider approval of Financial Reports - December 2022

C. Consider approval of Annual Investment Report and Policy

Vice President Monique Thompson made the first motion to approve the consent agenda as submitted. Trustee Mary Watkins seconded the motion. The motion passed (6-0).

11. Board President Comments

Presenter: Jason Olson

Thanks admin and staff, we appreciate you. I take comments personally.

12. Board Comments

Trustee Ken Beber mentioned his appreciation to teachers and staff. Mr. Beber also mentioned the girls basketball program and their great performance.

Vice President Monique Thompson thanked the citizens who came to public comment and also thanked them for their recommendations. Dr. Thompson thanked Ms. Shay Adams for stepping in as Acting Superintendent.

Secretary DeLeon English told teachers and educators that he truly believes administration cares. He thanked the teachers for speaking up and spoke about his concern in regards to students' discipline.

Trustee Mary Watkins thanked cabinet and the community members for using their voice. Ms. Watkins also congratulated Ms. Shay Adams and the Business Office for their awards. She also thanked the teachers for speaking and for sharing their thoughts.

Trustee Alejandro Flores mentioned that the Board is listening and talking to people all the time. Mr. Flores mentioned that Ms. Brown and Ms. Adams have the Board support to retain teachers.

13. Superintendent Comments

Ms. Shay Adams congratulated the Basketball Lady Lobos team and mentioned her appreciation to the staff for their hard work.

14. Adjournment

Vice President Monique Thompson made the first motion to adjourn the meeting. Secretary DeLeon English seconded the motion. The motion passed (6-0).

The meeting adjourned at 8:52 pm.

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
03-27-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SPECIAL BOARD MEETING MINUTES - 2/27/2023.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for February 27, 2023.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Special Board Meeting Minutes for February 27, 2023.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for February 27, 2023.				

Minutes of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD will be held February 27, 2023, beginning at 5:30 PM in the Little Elm ISD Administration Building.

PRESENT: President Jason Olson, Vice President Monique Thompson, Secretary DeLeon English, Trustee Ken Beber, Trustee David Montemayor, Trustee Mary Watkins, Trustee Alejandro Flores, and Acting Superintendent Shay Adams.

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 Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068. Board President Jason Olson called the meeting to order at 5:30 pm.
2. Introduction and Roll Call
Ms. Shay Adams took roll call.
3. The Board will recessed into Closed Meeting at 5:30 pm in the Board Support Conference Room as permitted by the Texas Open Meetings Act Code Subchapter 551.074. The Board and Superintendent discussed:
 - A. Personnel
The meeting reconvened at 6:05 pm.
4. Citizen Input
Audience participation shall be permitted at regular Board meetings and shall be limited to the public comment portion designated for that purpose
There was no citizen input.
5. Action Items
 - A. Superintendent's Contract
Trustee Mary Watkins made the first motion to accept the Amended Voluntary Retirement Agreement as discussed in closed session. Trustee Ken Beber seconded the motion. The motion passed (7-0).
6. Adjournment
Trustee David Montemayor made the first motion to adjourn the meeting. Trustee Alejandro Flores seconded the motion. The motion passed (7-0).
The meeting adjourned at 6:06 pm.

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
03-27-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	SPECIAL BOARD MEETING MINUTES - 3/09/2023.				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Board Meeting Minutes for March 9, 2023.				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Meeting Minutes				
Recommendation:	The Administration recommends the approval of the Special Board Meeting Minutes for March 9, 2023.				
Motion:	I move that the Board approve the attached Special Board Meeting Minutes for March 9, 2023.				

Minutes of Special Meeting

The Board of Trustees Little Elm ISD

A Special Meeting of the Board of Trustees of Little Elm ISD will be held March 9, 2023, beginning at 6:00 PM in the Little Elm ISD Administration Building.

PRESENT: President Jason Olson, Vice President Monique Thompson, Secretary DeLeon English, Trustee Ken Beber, Trustee David Montemayor, Trustee Mary Watkins, Trustee Alejandro Flores, and Acting Superintendent Shay Adams.

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 Little Elm ISD Administration Building on 400 Lobo Lane, Little Elm, Texas 75068. The meeting was called to order at 6:00 pm by President Jason Olson.

2. Introduction and Roll Call

Ms. Sonia S. Flores took roll call.

3. The Board will recessed into Closed Meeting at 6:00 pm in the Board Support Conference Room as permitted by the Texas Open Meetings Act Code Subchapter 551.074. The Board and Superintendent discussed:

A. Personnel

The Board reconvened at 6:35 pm.

4. Citizen Input

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

There was no citizen input.

5. Action Items

A. Consider and Possible Action Naming Lone Finalist for Superintendent

Trustee David Montemayor made the first motion to Name Mr. Michael Lamb from Sulphur Springs ISD as the Lone Finalist for Superintendent. Trustee Ken Beber seconded the motion. The motion passed (7-0).

6. Adjournment

Vice President Monique Thompson made the first motion to adjourn the meeting. Trustee Mary Watkins seconded the motion. The motion passed (7-0).

The meeting adjourned at 6:36 pm.

Board Agenda Item

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

Board Mtg. Date 03-27-2023	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	2023-2024 NEW FTE'S FOR DISTRICT GROWTH				
Presenter or Contact Person:	Asheley Brown, Executive Director for Human Resource Services				
Policy/Code:	DCA, DCB, DC, and DCE as appropriate				
Strategic Plan Goal:	We will recruit, recognize, and retain high quality and effective personnel to support student success at every level.				
Summary:	<p>Little Elm ISD will be opening an early childhood/PreK center at Zellars in Fall 2023. With the opening of this new campus, we are requesting new FTEs for the following support staff positions:</p> <ol style="list-style-type: none">1) Nurse - Teacher Payscale; 192 days2) ESL Specialist- Teacher Payscale; 187 days3) Receptionist (Bilingual)- Clerk/Para Pay Grade 3; 203 days4) Admin Assistant/PEIMS - Clerk/Para Pay Grade 5; 217 days5) Speech Pathologist- Admin/Prof Pay Grade 2; 187 days6) Diagnostician- Admin/Prof Pay Grade 2; 197 days <p>Additionally, Oak Point Elementary's campus continues to increase in student enrollment. To assist with the large number of visitors to the campus, high volume of calls, and other increased office tasks, we are requesting the following new FTE. Upon the opening of elementary #7, this FTE will transfer to that campus.</p> <ol style="list-style-type: none">7) Receptionist (Bilingual)- Clerk/Para Pay Grade 3; 203 days				

**Financial
Implications:**

Approximately \$413,000

Attachments:

2023-2024 Growth FTE Requests

Recommendation:

The Administration recommends approval of district growth FTEs for the 2023-24 school year as presented.

Motion:

I move the Board approve district growth FTEs for the 2023-24 school year as presented.

Board Agenda Item

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

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 03-27-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	BONUS LEAVE DAY FOR COOPERATING TEACHERS				
Presenter or Contact Person:	Asheley Brown, Executive Director of Human Resource Services				
Policy/Code:	DCA, DCB, DC, and DCE as appropriate				
Strategic Plan Goal:	We will recruit, recognize, and retain high quality and effective personnel to support student success at every level.				
Summary:	The past two years, LEISD has received more requests from local universities to place student teachers in classrooms across our district. We will continue to strengthen our university partnerships in an effort to increase student teacher placements in the coming years. To place student teachers, we must have qualified, dedicated LEISD educators who are willing to serve as cooperating teachers which requires additional time, effort, and energy. As an incentive for those who serve in this critically important cooperating teacher capacity, we are recommending approval of a bonus day of leave, in accordance with the attached guidelines.				
Financial Implications:	Approximately \$2,600 (one time cost)				
Attachments:	LEISD Cooperating Teacher Bonus Day Guidelines				
Recommendation:	The Administration recommends approval of the bonus leave day and guidelines for cooperating teachers.				
Motion:	I move the Board approve the bonus leave day and guidelines for cooperating teachers.				

GUIDELINES FOR GRANTING BONUS LEAVE DAY FOR COOPERATING TEACHERS

When the cooperating university or alternative certification program allows it, the student teacher may teach alone for the day and allow the cooperating teacher one release day.

Any full-time teacher who is assigned the responsibility of supervising a student teacher may be granted the equivalency of one (1) bonus leave day per assignment per semester. It is recommended that the bonus leave day be taken during the last ten (10) days of the assignment. In the absence of the cooperating teacher, the student teacher may serve as the substitute teacher for not more than one day if:

1. The student teacher has been in that student teaching assignment for a minimum of fifteen (15) school days or thirty (30) half days; and
2. The cooperating teacher, the principal of the school, and the university supervisor agree that the student teacher is capable of handling successfully the teaching responsibilities; and
3. A certified classroom teacher in an adjacent room or a member of the same teaching team as the student teacher is aware of the absence of the cooperating teacher and agrees to assist the student teacher if needed; and
4. The principal of the school or the principal's representative is readily available in the building.

An assignment is defined as any 6, 8, or 12 week period defined by the university and approved by the Human Resource Services Office or any other time period as mutually agreed upon by both entities. However, the minimum number of days must be met as stated above. An assignment less than the minimum number of days will not qualify the cooperating teacher to be granted the bonus leave day. In cases where the student teacher is placed in a dual assignment, each cooperating teacher may be granted one (1) bonus leave day as long as all guidelines are satisfied. If the assignment is made on a half-day basis, the cooperating teacher may be granted two (2) half-days of bonus leave, however, the minimum number of days must be satisfied.

The day of bonus leave is not a part of the local leave policies. Therefore, these days do not accumulate and they must be requested and used during the time period that the student teacher is assigned. Absences for this request shall not be charged against the teacher's current annual local sick leave allocation. Although the cooperating teacher may use the day for any reason, it may not be used or considered in the context of sick leave as defined in the local leave policy. However, the bonus day may not be used on any of the dates defined in the LEISD Employee Handbook as protected days.

The building principal shall be notified in writing at least three (3) working days in advance of all requests. Final approval is dependent upon the principal's agreement that the student teacher is capable of successfully handling the teaching responsibilities. If the student teacher is deemed to be incapable or unwilling to assume this responsibility, there will be no consideration given to other alternatives to allow the cooperating teacher to request the bonus leave day.

REQUEST FORMS ARE AVAILABLE IN THE PRINCIPAL'S OFFICE

LITTLE ELM INDEPENDENT SCHOOL DISTRICT
Request for Bonus Leave Day for Cooperating Teacher

PLEASE RETURN COMPLETED COPY TO THE BUILDING PRINCIPAL

Date: _____

Name: _____ Campus: _____

Grade/Assignment: _____ Date of Bonus Leave: _____

Name of Student Teacher: _____

University: _____

Period of Assignment _____

In accordance with district practice, and in agreement with the university supervisor, I am requesting one (1) day of bonus leave or two half days of bonus leave if applicable on the date(s) indicated above. I understand that this day will not be applied against any accumulated sick leave under the district's sick leave policy. I have read and understand the district guidelines for granting personal leave days for cooperating teachers. Furthermore, I understand that my building principal has final authority in approving this request.

Cooperating Teacher _____ Date _____

To be completed by the student teacher:

I agree to take full responsibility of the classroom as indicated above and have been informed of my duties and responsibilities.

Student Teacher _____ Date _____

To be completed by the building principal:

In my best professional judgment, I affirm that the student teacher named above is capable and willing to assume total responsibilities.

Principal _____ Date _____

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
03-27-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	BALLOTS FOR ESC REGION 11 BOARD ELECTION				
Presenter or Contact Person:	Sonia S. Flores				
Policy/Code:	N/A				
Strategic Plan Goal:	N/A				
Summary:	Information on Board Member Candidates				
Financial Implications:	There is no financial impact to the budget.				
Attachments:	Region 11 Information				
Recommendation:	The Administration recommends the consideration and approval of the Ballots for ESC Region 11 Board Election.				
Motion:	I move that the Board approve the consideration of the Ballots for ESC Region 11 Board Election.				



February 24, 2023

MEMORANDUM

TO: Superintendent Addressed

FROM: Clyde W. Steelman, Jr., Ed.D., Executive Director

SUBJECT: Ballots for ESC Region 11 Board Election
Information on Board Member Candidates
BBB (LEGAL)
Possible Board Write-Up

Enclosed please find 7 ballots for the election of ESC Region 11 Board of Directors, Place 2, and Place 5. Each Board of Trustee has an individual vote for each Place on the ballot. Your Trustees should vote on these candidates during your regular or special board meeting in March. Please return the ballots **VIA CERTIFIED MAIL BY APRIL 5TH** using the enclosed self-addressed and postage-paid envelope.

When you receive your packet, please return the green domestic return receipt which is attached to your envelope, so we know you received the packet.

Enclosed is a short bio on each candidate who has filed for the ESC Region 11 Board of Directors. BBB (LEGAL) concerning board members election and appointment is also enclosed.

Your Board of Trustees are eligible to vote even if your district is not located in Tarrant, Parker, or Palo Pinto Counties. The members present at the March meeting shall vote. It is not necessary to get votes from absent members.

Thank you for your help with the Region 11 board election.

Clyde W. Steelman, Jr., Ed.D.

Enclosures

An Education Service Center (ESC) Board is composed of seven members elected by the boards of trustees of the school districts in the ESC region. Positions to be filled on the ESC Region 11 Board of Directors are Place 2, representing Parker and Palo Pinto Counties; and Place 5, representing Tarrant County. Terms of office begin June 1, 2023.

Rod Townsend is running unopposed for Place 2. Jay Thompson and Elaine Edmonds are running for Place 5.

According to BBB (LEGAL), "Each member of the board of trustees of each school district in the ESC region shall have one vote for each vacancy on the ESC Board of Directors. Completed ballots shall be returned to the Chair of the ESC Board of Directors by April 5."

A short paragraph on each candidate who has filed for the ESC Region Board of Directors is attached for your convenience.

Membership

An ESC board is composed of seven members elected by the boards of trustees of the school districts in the ESC region. *Education Code 8.003(a); 19 TAC 53.1001(b)*

The commissioner shall adopt rules to provide for the local selection, appointment, and continuity of membership of ESC boards of directors. *Education Code 8.003(b)*

**Charter School
Member**

The commissioner shall adopt rules that provide for the representation of open-enrollment charter schools on ESC boards of directors. *Education Code 12.104*

Notwithstanding 19 Administrative Code 53.1001, where an ESC region has at least one open-enrollment charter school, as defined by 19 Administrative Code 100.1011(3), approved to operate within its boundaries on or after June 1, the commissioner shall appoint a representative of the open-enrollment charter schools in the region to serve as a non-voting member of the boards of directors of the ESC. *19 TAC 53.1002(a)*

Not later than May 31, the commissioner shall notify the board of each qualifying ESC of the commissioner's appointee to serve as the charter school member of that ESC boards of directors effective June 1. *19 TAC 53.1002(c)(4)*

*Appointment
Process for
Charter School
Member*

Any eligible person wishing to seek appointment as a charter school member of an ESC board shall file an application between February 1 and February 20. The application shall be in the form of a letter seeking appointment to a specific ESC board. The letter must:

1. Include a description of the applicant's qualifications to serve as a charter member of the ESC board;
2. Enclose letters of support signed by representatives from at least one open-enrollment charter school in the ESC region; and
3. Supply contact information for the persons signing the letters of support.

The application for appointment as a charter school member of the ESC board may be filed by mail if sent by certified United States mail, return receipt requested, or by an overnight courier service. The envelope must be addressed to the Charter School Division, Texas Education Agency, 1701 N. Congress Avenue, Austin, TX 78701-1494.

If the commissioner does not select a representative from among the applicants, or if no applicant applies for such appointment, then

BOARD MEMBERS
ELECTION AND APPOINTMENT

BBB
(LEGAL)

there shall be a vacancy, which shall be filled by appointment by the commissioner.

19 TAC 53.1002(c), (d); 19 TAC 100.1011(3)

Term

Elected Board
Member from a
School District

A board member elected by a school district in the ESC shall serve a three-year term, which begins on June 1. *19 TAC 53.1001(a)(1)*

Charter School
Member

A charter school member of an ESC board of directors shall be appointed for a one-year term. The term of office shall begin June 1, and may be extended for up to three years by the commissioner. *19 TAC 53.1002(b)*

Election Procedures

Election of board members is accomplished as follows.

Notice of Time and
Place for Filing

By February 1, notice of the time and place for filing shall be posted in appropriate locations and submitted to appropriate newspapers in the ESC region for publication and to the superintendent of each school district in the ESC region.

Filing Requirements

Any eligible person [see BBA] wishing to seek election to an ESC board must file in accordance with policies adopted by the board.

*Place, Time, and
Manner of Filing*

The eligible person shall file at the headquarters of the ESC region in person or by certified mail between February 1 and February 20. Each boards of directors shall adopt policies concerning filing procedures.

No Filing Fee

No filing fee shall be required.

Ballot Preparation
and Distribution

A ballot must be developed and submitted to the board of trustees of each school district in the ESC region by March 1. Placement on the ballot shall be determined by drawing.

Voting

Each member of the board of trustees of each school district in the ESC region shall have one vote for each vacancy on the ESC boards of directors. Completed ballots shall be returned to the Chair of the ESC boards of directors by April 5.

Canvass Returns,
Determine Results

The ESC boards of directors shall canvass the ballots at its next regularly scheduled or special meeting, but not later than May 31, and determine the winner by a plurality of the votes cast.

Tie Votes

In the event of a tie, the names of the candidates who have tied shall be resubmitted to the board of trustees of each school district in the ESC region.

Report Results

The executive director shall notify the commissioner of the results of an election, whether contested or uncontested.

**Uncontested
Elections**

In the event all positions in the election are uncontested, the ESC boards of directors may determine that no election will be held. The board must make this determination prior to March 1. If, due to an uncontested election, the board determines that an election should not be held, the board shall declare the unopposed candidates elected to office.

19 TAC 53.1001(b)

Vacancy

A vacancy on the ESC board shall be filled by appointment by the remaining members of the board for the unexpired term. *Education Code 8.003(c); 19 TAC 53.1001(a)(4)*

**30-Day Period and
Notice**

If a vacancy occurs due to death or resignation of a member of the board, a 30-day period shall elapse after notice has been given to the board chair, before the vacancy is filled.

At the beginning of the 30-day period, notice of any vacancy shall be given to the president of the board of trustees and the superintendent of each school district in the ESC region and shall be posted in appropriate locations.

19 TAC 53.1001(a)

**Vacancy for Charter
School Member**

If a vacancy occurs due to death or resignation of a charter school member of the ESC board, a 30-day period shall elapse, after notice has been given to the board chair, before the vacancy is filled.

At the beginning of the 30-day period, notice of any vacancy shall be given to the president of the governing body and the chief executive officer of each open-enrollment charter school in the ESC region and shall be posted in appropriate locations.

A vacancy for the unexpired term of a charter school member of the ESC board shall be filled by appointment by the commissioner.

19 TAC 53.1002(b)

Officer's Statement

All elected and appointed board members, before taking the oath or affirmation of office and entering upon the duties of office, shall sign the required officer's statement. The statement shall be retained with the official records of the office. *Tex. Const. Art. XVI, Sec. 1(b), (c)*

Oath of Office

All elected and appointed board members, before they enter upon the duties of the office, shall take the official oath or affirmation of office. *Tex. Const. Art. XVI, Sec. 1(a)*

The oath may be administered and a certificate of the fact given by the individuals listed at Government Code 602.002, including:

1. A judge, retired judge, or clerk of a municipal court.

BOARD MEMBERS
ELECTION AND APPOINTMENT

BBB
(LEGAL)

-
2. A judge, retired judge, senior judge, clerk, or commissioner of a court of record.
 3. A justice of the peace or clerk of a justice court.
 4. A notary public.

Gov't Code 602.002

Holdover Doctrine

All public officers shall continue to perform the duties of their offices until their successors shall be duly qualified, i.e., sworn in. Until the vacancy created by a board member's resignation is filled by a successor, the board member continues to serve and have the duties and powers of office, except that a board member may not vote on the appointment of the board member's successor. [See DBE] *Tex. Const., Art. XVI, Sec. 17; Atty. Gen. Ops. JM-636 (1987), DM-2 (1991), O-6259 (1945)*

Note: For restrictions regarding Political Advertising, see EE.

Rod Townsend – Mr. Townsend was born and raised in Rochester, Texas. After graduating high school he attended Texas Tech University and earned a degree in Agriculture Science. He then earned a Master's Degree from Sul Ross State University. He began his career in Rochester where he taught Ag. Science for 10 years. He was also principal there for 5 years and superintendent for 2 years. Rod went to Hico ISD in 1999 as Superintendent where he spent the next 11 years. In 2010 he went to Decatur ISD where he spent 7 years as superintendent. He retired from Decatur after 35 years in education.

Rod was elected to the TASA Executive Committee in 2006 and then elected to office in 2009 and served as President of TASA in 2011-2012.

He has been married to Velvet Townsend for the past 38 years. Velvet retired from education after 32 years. She was a Special Ed. Director upon retirement. They have two daughters, Laci West who is a special Ed. Teacher in Seymour ISD and Tandi Stewart who lives in Haskell, Texas.

Rod began doing Interim Superintendent work in 2018. He has served five different districts in that role; those being Spring Hill, Peaster, Weatherford, Paradise, and Stamford. When he is not working he spends time at Rochester working with his cattle, team roping, and spending time with his four grandchildren.

Dr. Elaine Edmonds – Dr. Edmonds graduated with a Bachelor of Fine Arts, Master of Education (Special Education), Doctor of Philosophy (Curriculum and Instruction) degrees and Post Doctorate in Education Administration from The University of Texas in Austin. She has been both a teacher and administrator in Texas education for over forty years, holds ten Texas certifications with twenty-eight years in administrative positions in Austin ISD and Fort Worth ISD. While working in the Governor's Office she wrote educational policy that became law. She taught Educational Leadership at Texas Woman's University and Concordia University Texas to graduate students.

Her community work includes Advisory Board and speaker for a non-profit Hospice medical provider, Board of Directors Sickle Cell Disease Association, Member of Leadership Fort Worth, Advisory Member of State Committee to Study Financing Special Education Programs, Board Member of Tarrant County Gang Task Force, Fort Worth Citizens on Patrol, Search Team, and Community Emergency Response Team.

Dr. Edmonds has resided at her current residence in Tarrant County for thirty-three years.

Dr. Jay Thompson – Dr. Thompson was appointed in July of 2016 to fulfill Bill Anderson's term on the ESC Region 11 Board of Directors. He graduated from Texas Wesleyan University with a Bachelor of Science Degree and obtained a provisional teaching certificate in mathematics and business education. He completed graduate school at the University of North Texas where he obtained both his Masters (Texas Professional Teaching Certificate in business and math) and Ph. D. (administrative leadership and business management with Texas Professional Certificates for Administrator and Superintendent).

His assignments in the Birdville Schools were as a secondary math and business teacher, coach, assistant high school principal in junior high and middle school, a director, associate superintendent, and interim superintendent. Dr. Thompson also served at the state level with the TEA/Texas School Improvement Initiative (TEA-TSII) and as a member of the ULL State Waiver Review Board. He is a life member in the Texas Association of School Administrators (TASA), Phi Delta Kappa, and Texas HS Coaches Association.

He has served on boards with the American Heart, American Cancer, Northeast Tarrant Chamber of Commerce, and Mission Central. He was a founding member of the Northeast Leadership Forum. Dr. Thompson was named a Hometown Hero by the Northeast Tarrant Chamber of Commerce and Outstanding Alumni of the University of North Texas College of Education.

He and his wife have resided at their current residence in Tarrant County for 28 years where they have raised their sons.

Dr. Thompson pledges to continue his support for the students, teachers and administrators who are working to improve our public schools and student performance.

**OFFICIAL BALLOT FOR ELECTION TO THE BOARD OF DIRECTORS
FOR EDUCATION SERVICE CENTER REGION 11
APRIL 5, 2023**

Vote for the candidate of your choice in each race by placing an **X** in the square beside the candidate's name.

Place 2 – Parker and Palo Pinto Counties

Rod Townsend

Place 5 -- Tarrant County

Elaine Edmonds

Jay Thompson

RETURN BALLOTS BY APRIL 5TH.

**OFFICIAL BALLOT FOR ELECTION TO THE BOARD OF DIRECTORS
FOR EDUCATION SERVICE CENTER REGION 11
APRIL 5, 2023**

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Place 2 – Parker and Palo Pinto Counties

Rod Townsend

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Elaine Edmonds

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**OFFICIAL BALLOT FOR ELECTION TO THE BOARD OF DIRECTORS
FOR EDUCATION SERVICE CENTER REGION 11
APRIL 5, 2023**

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Place 2 – Parker and Palo Pinto Counties

Rod Townsend

Place 5 – Tarrant County

Elaine Edmonds

Jay Thompson

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**OFFICIAL BALLOT FOR ELECTION TO THE BOARD OF DIRECTORS
FOR EDUCATION SERVICE CENTER REGION 11
APRIL 5, 2023**

Vote for the candidate of your choice in each race by placing an **X** in the square beside the candidate's name.

Place 2 – Parker and Palo Pinto Counties

Rod Townsend

Place 5 – Tarrant County

Elaine Edmonds

Jay Thompson

RETURN BALLOTS BY APRIL 5TH.

**OFFICIAL BALLOT FOR ELECTION TO THE BOARD OF DIRECTORS
FOR EDUCATION SERVICE CENTER REGION 11
APRIL 5, 2023**

5

Vote for the candidate of your choice in each race by placing an **X** in the square beside the candidate's name.

Place 2 -- Parker and Palo Pinto Counties

Rcd Townsend

Place 5 -- Tarrant County

Elaine Edmonds

Jay Thompson

RETURN BALLOTS BY APRIL 5TH.

**OFFICIAL BALLOT FOR ELECTION TO THE BOARD OF DIRECTORS
FOR EDUCATION SERVICE CENTER REGION 11
APRIL 5, 2023**

Vote for the candidate of your choice in each race by placing an **X** in the square beside the candidate's name.

Place 2 – Parker and Palo Pinto Counties

Rod Townsend

Place 5 – Tarrant County

Elaine Edmonds

Jay Thompson

RETURN BALLOTS BY APRIL 5TH.

**OFFICIAL BALLOT FOR ELECTION TO THE BOARD OF DIRECTORS
FOR EDUCATION SERVICE CENTER REGION 11
APRIL 5, 2023**

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Place 2 – Parker and Palo Pinto Counties

Rod Townsend

Place 5 – Tarrant County

Elaine Edmonds

Jay Thompson

RETURN BALLOTS BY APRIL 5TH.

Board Agenda Item

Little Elm Independent School District

400 Lobo Lane

Little Elm, Texas 75068

	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
Board Mtg. Date 03-27-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	RESOLUTION TO AUTHORIZE ADMINISTRATIVE RESPONSE TO WINTER WEATHER EMERGENCY				
Presenter or Contact Person:	Shay Adams, Assistant Superintendent for Business & Finance				
Policy/Code:	DEA (LOCAL)				
Strategic Plan Goal:	To Ensure Fiscal Health and Responsibility				
Summary:	As stated in policy DEA (LOCAL), and included in the District of Innovation Plan for LEISD, the District has the authority to waive days for employees as needed in the best interest of the District. As students will have enough instructional minutes without making up the two bad weather days on our calendar, the attached resolution formalizes that waiver, and allows all District employees to waive the other three bad weather days without an impact or reduction to their payroll earnings.				
Financial Implications:	N/A - Expenditures are included in budget				
Attachments:	Resolution Authorizing Response to Winter Weather Emergency				

Recommendation: | **The Administration recommends approval of the attached resolution.**

Motion: | **I move that the Board approve the resolution as submitted.**

**RESOLUTION OF THE LITTLE ELM ISD
AUTHORIZING ADMINISTRATIVE RESPONSE TO WINTER WEATHER EMERGENCY**

WHEREAS, the Little Elm Independent School District (“District”) seeks to maintain a corps of dedicated and caring employees; and

WHEREAS, the District wishes to provide the greatest amount of stability for students and staff while continuing to ensure their safety; and

WHEREAS, Texas Education Code (TEC) Section 25.081 authorizes the Commissioner of Education to approve requests for a variance in total instructional minutes if the District is closed for disasters, floods, or extreme weather conditions or other emergencies that force the closing of schools; and

WHEREAS, TEC Section 42.005 authorizes the Commissioner of Education to adjust the average daily attendance of a district if the district is closed for disasters, floods, extreme weather conditions or other emergencies that have a significant effect on the district’s attendance; and

WHEREAS, the Commissioner of Education has stated that TEC Section 21.401(c) represents a legislative determination that a public purpose exists to continue educators’ salaries during times of emergencies; and

WHEREAS, TEC Section 21.401(c-1) provides that, if a district provides 75,600 minutes of instruction for students during a school year, as indicated by the district's academic calendar, the district may reduce the number of days of service required by this section proportionately; and

WHEREAS, all district employees—contractual and at-will—contribute to the achievement of the educational mission of Little Elm ISD; and

WHEREAS, paying at-will employees for emergency school closure days will enhance morale, reduce employee turnover, and reduce District exposure to unemployment claims; now therefore

BE IT RESOLVED:

That the District’s staff service calendars are amended to match 75,600 (or more) minutes of instruction, and the minimum number of days of educator service is reduced to no less than that number that is proportionate to the amount of days of instruction, pursuant to TEC Section 21.401(c-1); and]

That at-will employees not on unpaid leave be paid at their prevailing daily wage for any day(s) school was closed for the winter weather emergency which are not required make-up days.

Passed by a vote of _____ to _____ on ___March 27, 2023.

President, Board of Trustees

Secretary, Board of Trustees

Board Agenda Item

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

Board Mtg. Date	Reports of the Superintendent	Action Item	Consent Agenda	Reports, Routine Monthly	Other
03-27-2023	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	Transportation Contract				
Presenter or Contact Person:	Alfred Gaches, Executive Director for Operational Services				
Policy/Code:	N/A				
Summary:	Extension of Transportation Contract with Goldstar Transit				
Financial Implications:	Contract forthcoming				
Attachments:	Under separate cover				
Recommendation	The Administration recommends approval of the Contract for Transportation services with Goldstar Transit as submitted.				
Motion:	I move that the Board approve the Contract for Transportation Services with Goldstar Transit as submitted.				

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____ 2023, by and between **Student Transportation of America, Inc. dba GoldStar Transit, Inc.** ("**CONTRACTOR**") and the **Little Elm Independent School District** ("**DISTRICT**").

WITNESSETH:

WHEREAS, the DISTRICT is required to provide transportation service for certain enrolled and eligible students who attend various classes or programs as designated by the Little Elm ISD ("Students"); and

WHEREAS, CONTRACTOR has agreed to furnish such transportation service for the consideration and on the terms and conditions herein stated:

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, CONTRACTOR and DISTRICT hereby agree as follows:

1. Definitions

- a) "Student Transportation" is defined as the provision of all student transportation services for the DISTRICT. Provision of student transportation service includes the provision of the described number of buses and related equipment, supplies, maintenance, drivers, supervision and record keeping further described in this Agreement.
- b) "DISTRICT" refers to the Little Elm Independent School District or Little Elm ISD, a political subdivision of the State of Texas.
- c) "CONTRACTOR" refers to Student Transportation of America, Inc. dba GoldStar Transit, Inc., a Delaware corporation, its e m p l o y e e s a n d agents.
- d) "Students" are defined as those persons eligible for transportation under DISTRICT policy and Texas law.
- e) "Daily Service" is defined as all home-to-school and school-to-home transportation of Students that takes place at the beginning or end of the school day for such Students.
- f) "Other Transportation" is defined as any transportation of Students and DISTRICT personnel other than Daily Service, including but not limited to transportation to and from extracurricular events.

2. Service

CONTRACTOR shall furnish bus transportation service for Students in accordance with all applicable rules and regulations set forth by the Texas Education Agency and Texas law, as may be in effect from time to time (hereinafter the "Service"). The Service shall be provided throughout the term of this Agreement: CONTRACTOR will require all its employees assigned to provide services under this Agreement to follow DISTRICT policies pertaining to student transportation, field trips, athletic contests and extracurricular trips, in addition to the DISTRICT's administrative guidelines pertaining to the reporting and handling of student discipline incidents. No persons other than Students, supervisors, DISTRICT employees,

CONTRACTOR approved employees, approved chaperones or drivers-in-training are to ride the buses without the advance approval of the Superintendent or his/her designee.

3. Equipment

- a) The DISTRICT is supplying Sixty-Two (62) DISTRICT-owned buses to meet the service needs for the 2023-2024 regular school year. As future growth happens bus purchases will be the DISTRICT'S responsibility and CONTRACTOR agrees the new buses will be covered under the guidelines of the Agreement.
- b) The DISTRICT shall provide two-way radios, digital camera recording devices, and GPS systems on all 62 DISTRICT-owned buses.
- c) All associated annual expenses and replacement costs for two-way radios, digital camera recording devices and GPS systems will be paid by the DISTRICT.
- d) The CONTRACTOR shall provide, at CONTRACTOR's expense, vehicle insurance pursuant to Section 14. CONTRACTOR shall use any such insurance proceeds to replace or repair the vehicle damage or replace the loss. CONTRACTOR and DISTRICT agree that in the event that there is a loss requiring the replacement of a DISTRICT vehicle, CONTRACTOR will replace the damaged vehicle with either a new vehicle, or a vehicle equal to the value of the DISTRICT vehicle prior to the damage requiring replacement. Upon transfer of the title and delivery of the new vehicle, or vehicle equal to the value of the DISTRICT vehicle, from CONTRACTOR to DISTRICT, DISTRICT will transfer to CONTRACTOR lien free and clean title of the vehicle being replaced.

4. Permits and Licenses

CONTRACTOR, its employees, and its agents shall secure and maintain valid permits and licenses and certifications as required by law for the term of this Agreement.

5. Contract Proposal Incorporated

The complete Agreement consists of this Agreement, the Proposal of CONTRACTOR (the "Response") and the DISTRICT'S Request for Proposal RFP #18-03-011-1, including all Addendums thereto (the "RFP"), which are hereby incorporated herein by reference. In the event of any conflict between the terms of this Agreement, the order of precedence shall be this (1) Agreement, (2) the RFP, and then (3) the Response.

6. Maintenance

- a) CONTRACTOR shall maintain all buses and equipment in accordance with law and industry accepted maintenance standards. CONTRACTOR will inspect the buses however; DISTRICT will be responsible to purchase the registrations for each bus. DISTRICT shall have the right at any and all times to inspect any bus or equipment for purposes of assuring CONTRACTOR's compliance with the terms of this Section 6. Buses shall be cleaned inside and out as necessary, and repairs to body damage, inside or out, shall be made immediately after such damage occurs. CONTRACTOR shall upon request of the DISTRICT, provide periodic reports summarizing the repairs made to all buses and equipment.
- b) In the event of a mechanical failure or breakdown that prohibits further operation of any bus,

CONTRACTOR agrees that a spare bus and driver shall respond to the site of the breakdown for transportation of Students to their planned destination in accordance with this Agreement. DISTRICT shall maintain a 10% ratio (based on the total of DISTRICT-owned buses) of substitute buses for use during the times that regular fleet vehicles are removed from services due to repairs, breakdowns, and regular service inspections. These buses may also be used to accommodate extreme weather events, early school dismissals, emergency school closings and other unforeseen events.

- c) CONTRACTOR agrees to service other DISTRICT-owned vehicles including, but not limited to, maintenance vehicles, staff cars and vans. It is understood that these will be services at an additional charge for parts and labor based on the CONTRACTOR's rates in effect at the time.
- d) The rates set out in this Agreement are based upon a budgeted amount of \$141,909 per year to maintain the DISTRICT's school bus fleet. DISTRICT agrees to reimburse CONTRACTOR for any maintenance-related costs associated with DISTRICT's bus fleet beyond an annual expenditure of \$141,909 for maintenance-related expenditures excluding mechanic salaries, wages, benefits and payroll taxes. This amount will increase each year of this Agreement based on the agreed upon rate adjustment that applies to all rates contained within this Agreement.

7. Routing and Pick-up

- a) CONTRACTOR shall pick up Students identified by the DISTRICT at any location, and at times designated by the CONTRACTOR and approved by the DISTRICT for transport to DISTRICT programs. CONTRACTOR shall transport designated Students to such locations, arriving at times designated by the DISTRICT, and return them to their homes, over routes set up by CONTRACTOR and approved by DISTRICT. All bus routes shall conform to the building schedule and school calendar of the school serviced and shall be established in such a fashion that no Student shall be required to ride a bus to or from the Student's assigned school for a period longer than forty-five (45) minutes. Subsequent to approval by the DISTRICT of CONTRACTOR's routing plan, CONTRACTOR shall make no material changes thereto without prior notice to and approval of the Superintendent or his/her designee.
- b) In the usual and customary manner, CONTRACTOR shall notify each Student (including their parent or guardian) of the applicable pick-up times and shall notify each Student (including their parent or guardian) as to any subsequent change in time of pick-up or route that will affect any Student.
- c) CONTRACTOR agrees to work in cooperation with the DISTRICT to establish the most advantageous routing plan for the safety and convenience of Students within the guidelines provided for in this Agreement. CONTRACTOR agrees to promptly, courteously and continuously address any and all complaints or concerns brought to its attention by parents, guardians, family members, DISTRICT staff or other parties representing the interests of any Student.

8. Contractor's Personnel

- a) All personnel assigned to perform services under this Agreement shall be subject to continuous approval by the DISTRICT and by the CONTRACTOR.

- b) CONTRACTOR shall designate one (1) person as its local representative to act as the supervisor for the transportation operations for the DISTRICT. This person shall be available during all regular working hours of school days for the purpose of handling routing, assignments, and discipline problems in accordance with Little Elm ISD policy. The supervisor shall have the authority to act in all matters covered by established policies. CONTRACTOR shall provide sufficient support staff during the hours of 5:30 am and 6:00 pm or beyond on school days to assist the DISTRICT. CONTRACTOR shall provide support staff on weekends and holidays, if requested to do so by the DISTRICT.
- c) The local representative shall incorporate the daily management and success of the transportation needs of the DISTRICT. In addition, a pleasant and cooperative work environment must be maintained by the local representative with all DISTRICT personnel and community members.
- d) The DISTRICT may request a new local representative be placed by the CONTRACTOR should the local representative fail to cooperate with the DISTRICT, display a lack of professionalism, or fail to satisfy the DISTRICT'S reasonable requests or needs. This determination that a new local representative is needed shall be at the mutual determination of the DISTRICT and CONTRACTOR. In this event, CONTRACTOR will be required to replace the local representative within thirty (30) days (or supply a temporary representative to fill the responsibilities of the local representative until such time as the local representative is placed on site) at no cost to the DISTRICT. Should the CONTRACTOR choose to voluntarily replace the local representative, thirty (30) days advance notice shall be given to the DISTRICT and a new local representative approved by DISTRICT and CONTRACTOR shall replace the existing local representative within said thirty (30) day period (or supply a temporary representative to fill the responsibilities of the local representative until such time as the local representative is placed on site). Should the local representative or CONTRACTOR terminate employment of the local representative, a temporary local representative shall be assigned to the DISTRICT until a permanent replacement local representative approved by the DISTRICT and CONTRACTOR can be found, which replacement will be found as soon as reasonably practical. In any event, CONTRACTOR shall bear all expenses associated with the replacement of the local representative.

9. Discipline and Confidentiality

- a) The ultimate responsibility and authority to suspend or expel any Student from transportation services hereunder shall rest with DISTRICT. CONTRACTOR'S drivers are responsible only for such discipline as is required to safely and properly operate DISTRICT'S buses. Each driver shall handle all disciplinary matters in strict accordance with DISTRICT policy, including but not limited to, the requirements of Texas Education Code Section 34.004 and any other applicable law. CONTRACTOR is responsible for providing training regarding the DISTRICT rules and policies for all transportation employees providing services under the Agreement. All discipline problems shall be reported in writing following completion of the route. Further procedures and regulations for the administration of discipline shall be established cooperatively between DISTRICT and CONTRACTOR. If a Student misbehaves and creates an unsafe situation which CONTRACTOR or its employees believe requires the

removal of a Student from the vehicle, CONTRACTOR or its employees shall contact a representative of the DISTRICT immediately by radio. Upon such notification from CONTRACTOR, DISTRICT agrees to immediately send a representative of DISTRICT to such vehicle to remove the Student. The DISTRICT will have the final decision regarding a Student's eligibility for student transportation.

- b) CONTRACTOR acknowledges that DISTRICT has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("FERPA"). CONTRACTOR may receive student information in compliance with the requirements and exceptions outlined in FERPA and its implementing regulations. CONTRACTOR acknowledges that it must comply with said law and regulations and safeguard student information. CONTRACTOR may not re-disclose student information to any third party without prior written consent from the parent (or eligible student if 18 or older). CONTRACTOR must destroy any student information received from DISTRICT when such information is no longer needed for the purposes listed in this Agreement or upon termination or expiration of this Agreement upon the request of the DISTRICT.

10. Drivers

- a) CONTRACTOR shall provide drivers who are qualified and competent both in the operation of the buses that they drive and in managing Students with whom they will interact. All drivers shall be employees of the CONTRACTOR and the CONTRACTOR retains the right to control the manner in which the drivers perform their duties under this Agreement. CONTRACTOR shall provide and maintain a 10% reserve driver pool (calculated on the CONTRACTOR's total regular route drivers) to ensure adequate coverage for drivers who may be absent due to illness, family emergency or illness or vacancy (i.e. 50 route drivers = 5 reserve drivers). All reserve drivers will be held to the same certification standards as regular route drivers and must meet all hiring qualifications as well as Department of Education and Department of Transportation requirements.
- b) CONTRACTOR agrees to assure all drivers will be CDL (commercial driver's license) qualified as required by Texas law. Each driver shall have a certified safe driving record. Additionally, all CONTRACTOR employees providing services to the DISTRICT under this Agreement shall be fingerprinted in accordance with Texas law. All new drivers shall attend the CONTRACTOR basic CDL training that includes training in both defensive driving and student management. This pre-service training shall also meet all Texas law requirements for driver training. All drivers shall receive at least ten (10) hours of in-service training per year from CONTRACTOR. All drivers shall have met the requirements listed in CONTRACTOR's Response to the RFP.
- c) CONTRACTOR shall not provide any drivers under this Agreement who have more than six points currently on his/her record pursuant to the State of Texas points system maintained by the Texas Department of Public Safety. The CONTRACTOR shall ensure that all drivers meet all Texas state requirements for driving a school bus.
- d) CONTRACTOR agrees that in recruiting drivers for positions in the operation of the Agreement, it will emphasize its efforts to recruit from the Little Elm ISD communities. In the event that qualified and acceptable applicants are not forthcoming from these

- communities, then the CONTRACTOR may look elsewhere to fill vacant positions.
- e) CONTRACTOR shall conduct pre-employment physical exams and drug & alcohol testing as well as probable cause, post-accident and random drug and alcohol testing of all safety-sensitive employees as required by law and in compliance with U.S. Department of Transportation standards and other applicable federal laws. Drivers must possess and have passed a current physical fitness exam and negative drug and alcohol test.
 - f) Upon request, the DISTRICT shall have the option to have DISTRICT athletic coaches drive specified athletic field trips as long as such individuals have successfully completed all legal requirements for school bus drivers.
 - g) CONTRACTOR shall investigate all complaints of improper conduct on the part of any driver and will report the complaint and the results of the investigation to the DISTRICT. No person will be permitted to drive a bus if there is reason to believe that such person has engaged in any improper conduct with any Student or minor. CONTRACTOR shall take reasonable steps to prevent its employees from exposing any Student to impropriety of word or conduct. CONTRACTOR shall not permit its drivers to smoke or use tobacco (including smokeless) on the bus, to drink any intoxicating beverage, or be under the influence of any illegal drugs or alcohol while operating any bus or prior to operating any bus. CONTRACTOR shall not allow any person to drive a school bus who is, to CONTRACTOR'S actual knowledge, unstable or presents a danger to students.

11. Monitors

CONTRACTOR shall provide bus monitors, as determined by the DISTRICT, who shall ride the buses used in providing the services under this Agreement. Such monitors shall be carefully selected as to character and ability and shall be subject to approval of DISTRICT. All bus monitors must complete a minimum of six (6) hours of training prior to working on any bus operated for DISTRICT. Monitors will be used on buses and mutually agreed between DISTRICT and CONTRACTOR, and CONTRACTOR shall be compensation for such Monitors in accordance with the rate schedule attached to this Agreement, as such rate scheduled is amended from time to time.

12. Criminal History Record Information

CONTRACTOR shall obtain criminal history record information that relates to all persons employed by the CONTRACTOR as a bus driver, bus monitor, or bus aide, or a person the CONTRACTOR intends to employ in one of these positions. If the CONTRACTOR obtains criminal history record information indicating that a person it employs or intends to employ has been convicted of a felony or misdemeanor involving moral turpitude, the CONTRACTOR may not, without the express written permission of the Superintendent or his/her designee or Director of Human Resources, employ that person to drive or serve as a bus monitor or bus aide on a bus on which students are transported. The CONTRACTOR must meet all conditions set out in the DISTRICT'S Felony Conviction form, Human Resource Department's standards and procedures, state and federal background checks, including fingerprinting and notifications for arrests and convictions. This expense is the sole responsibility of the CONTRACTOR. Criminal history clearance must be obtained by the CONTRACTOR prior to the start of work by any employee. The DISTRICT may request evidence of criminal history

checks at any time during the Agreement Term, such evidence shall be provided by the CONTRACTOR to the DISTRICT within 48 hours. Should the CONTRACTOR fail to comply with these provisions, the CONTRACTOR shall be deemed by the DISTRICT to be in default of the Agreement and a claim may be made by the DISTRICT on any performance bond.

13. Ridership

a) The CONTRACTOR shall enforce all DISTRICT regulations governing the conduct of school bus operations and the behavior and discipline of Students transported on school buses. The CONTRACTOR shall provide a program for the training of Students in accordance with the provisions of Texas law.

14. CONTRACTOR shall notify the Superintendent or his/her designee by 5:00 AM of any adverse weather or road conditions that would have a bearing on the decision to close, or delay school. The decision to close or delay the opening of school is within the sole discretion of the Superintendent or his/her designee. The CONTRACTOR shall adjust the transportation schedule to provide transportation within a reasonable time after being notified of the Superintendent's decision to close or delay the opening of any school building at any time whether before or during the school day as a result of inclement weather or other circumstances.

15. Insurance and Indemnification

a) CONTRACTOR shall maintain insurance as set forth in the RFP during the Agreement Term and shall furnish certificates of insurance for each policy for liability coverage and for Workers' Compensation coverage. CONTRACTOR shall furnish new Certificates of Insurance for each policy for liability coverage and for Workers' Compensation coverage within fifteen (15) days following the placement of new or renewed coverage. Certificates shall provide that a thirty (30) day prior notice of cancellation will be given to the DISTRICT. The CONTRACTOR will provide proof of current coverage no later than the first day of May each year. In the event it is not possible to furnish such certificates of insurance on or before the policy expiration date(s), CONTRACTOR shall furnish other written notification by mail or email, from CONTRACTOR'S insurance carriers or brokers, evidencing such coverages are in place.

b) CONTRACTOR SHALL INDEMNIFY AND HOLD THE DISTRICT HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS FOR DAMAGES OR INJURIES TO PERSONS OR PROPERTY ARISING FROM THE OPERATION OF THE BUSES AND THE PROVISION OF SERVICE BY CONTRACTOR UNDER THE TERMS OF THIS AGREEMENT. CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDING THAT MAY BE BROUGHT AGAINST THE DISTRICT, THE GOVERNING BOARD, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES ON ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE DISTRICT OR THE GOVERNING BOARD THEREIN. IN THE EVENT THAT SUCH PROCEEDING IS BROUGHT AGAINST THE DISTRICT, THE GOVERNING BOARD, ITS OFFICERS,

ITS AGENTS, OR ITS EMPLOYEES ON ANY SUCH CLAIM OR DEMAND, CONTRACTOR SHALL HAVE THE RIGHT TO SELECT AND EMPLOY COUNSEL TO DEFEND SUCH PERSONS OR ENTITIES. ANY SETTLEMENT OF CLAIMS INVOLVING THE DISTRICT SHALL BE SUBJECT TO APPROVAL BY THE DISTRICT. DISTRICT, ITS GOVERNING BOARD, ITS OFFICERS, ITS AGENTS, AND ITS EMPLOYEES SHALL COOPERATE IN ALL REASONABLE MANNERS IN THE DEFENSE OF SUCH CLAIMS.

16. Compensation

- a) CONTRACTOR shall receive, for providing the Service as described herein, compensation as described under the rate schedule of this Agreement hereto and made a part hereof, as such rates of compensation may be amended from time to time, operating a minimum of 169 regular school year days per year. CONTRACTOR'S daily fixed charge amount for the first year of this Agreement term shall be \$18,835.56.
- b) On the third business day following the end of the previous month, CONTRACTOR shall submit invoices in the form and number required by the DISTRICT for all services under this Agreement. Not later than the twentieth business day of the month DISTRICT shall pay CONTRACTOR the full amount of the invoice unless a portion of the invoice is disputed by DISTRICT, in which case DISTRICT agrees to pay to CONTRACTOR all undisputed amounts on the invoice(s). DISTRICT and CONTRACTOR further agree that any disputed amounts will be resolved and paid or adjusted as mutually agreed within thirty (30) days.
- c) If the operating expenses for CONTRACTOR will increase, over and above the contractual increase based on CPI, CONTRACTOR shall notify DISTRICT in writing by November 1st. CONTRACTOR shall provide adequate documentation to DISTRICT reflecting the increase in operating expenses. CONTRACTOR and DISTRICT will try to negotiate an agreement based on said increased expenses. If no agreement is reached, CONTRACTOR may at its option terminate this agreement by providing notice to the DISTRICT no later than January 1st to be effective on the subsequent July 1st without penalty or further obligation to the DISTRICT.
- d) DISTRICT reserves the right to require that the CONTRACTOR add and delete buses to or from service at the rates specified so long as DISTRICT supplies the buses needed. DISTRICT and CONTRACTOR agree to negotiate rates of compensation payable by DISTRICT to CONTRACTOR should the level of home-to-school transportation services or other ancillary services result in an increase or decrease in services required in recognition of CONTRACTOR's fixed cost burdens. The number of buses required is subject to change by the DISTRICT at any time during the agreement term due to several factors (i.e., opening or closing of schools, reorganization of schools and attendance zones, etc.), as determined by the DISTRICT.
- e) DISTRICT shall purchase at its own cost, inclusive of all fuel taxes, all fuel required for the operation of buses hereunder.
- f) Separate and apart from the provisions of Section 15(c) above, all rates in the Agreement shall be adjusted annually by an amount equal to the rates in effect for the Agreement year

ending on July 31st of each year multiplied by the percentage increase, if any, in the Dallas Fort Worth Consumer Price Index for all Urban Consumers ("CPI-U"), for the twelve (12) month period ending March 31st of that year. Notwithstanding the preceding sentence, in no event will the adjusted rates be less than three percent (3%) above the rates for the immediately preceding year. If the CPI-U calculation described above results in an increase of less than three percent (3%), then the three percent (3%) minimum rate increase shall apply. Irrespective, in no event shall the daily and hourly school bus rates be increased greater than Six percent (6%) for each year of this Agreement. The new rates will become effective with each anniversary date of this Agreement.

- g) DISTRICT agrees to provide the facility in which to operate all transportation services and DISTRICT agrees to provide all routine maintenance on the facility and pay all utility expenses at the facility.
- h) The five-year estimated projected cost laid out in Appendix B is based on the District's current level of service needs.

17. Term

This Agreement is effective for a five (5) year term beginning August 1, 2023. This Agreement is an extension of the original Agreement dated August 1, 2018. If, at any time during the Agreement Term, the CONTRACTOR wishes to terminate this Agreement, then written notification of such intent to terminate shall be given to the DISTRICT no later than January 1 of the then current school year. If, at any time during the Agreement term, the DISTRICT wishes to terminate this Agreement, then written notification of such intent to terminate shall be given to the CONTRACTOR no later than January 1 of the then current school year. Such termination by DISTRICT or CONTRACTOR shall become effective on August 1 of the year in which the said written notification of termination is given.

18. CONTRACTOR's Representations

- a) CONTRACTOR agrees that its failure to comply with any of the terms and conditions of this Agreement shall be grounds for termination of this Agreement by the DISTRICT. Notwithstanding the foregoing, DISTRICT agrees that riots, strikes, or acts of God, civil disturbance, picketing, labor dispute, epidemics, pandemics, government action or any condition or cause beyond the CONTRACTOR's control which render it impossible on the part of the CONTRACTOR to perform under the terms of this Agreement, shall relieve CONTRACTOR from its obligation of transporting Students hereunder, and shall likewise relieve the DISTRICT from any obligation to pay CONTRACTOR under the terms of this Agreement for the days in which the CONTRACTOR does not provide Service hereunder. Should a Force Majeure event occur, District and Contractor shall immediately amend the Agreement to ensure that Contractor's cost to maintain its readiness at the conclusion of any Force Majeure Event are paid by the District. If District and Contractor are unable to agree on the costs, then District shall continue to pay Contractor the verified, unavoidable direct cost portion of the daily charges until the end of the Force Majeure Event, at which time payment will return to 100%.

b) CONTRACTOR shall be committed to a policy of providing equal job opportunities and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, disability, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

c) **Non-Appropriation of Funds**

The DISTRICT represents (1) that it has adequate funds to meet its obligations under this Agreement during the current fiscal year; (2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of such funds during the term of this Agreement. However, it is understood that the availability of funds is contingent upon varied sources including tax levies. If the DISTRICT fails, at any time, to have adequate funds to provide or budget for this Agreement, then the DISTRICT may terminate this Agreement in part or entirely upon thirty (30) days prior written notice to CONTRACTOR, such termination to be effective at the end of the current DISTRICT fiscal year or earlier if mutually approved by both parties.

d) **Termination**

In the event that the CONTRACTOR breaches this Agreement or fails to provide Service in accordance with the terms of this Agreement, the DISTRICT shall notify the CONTRACTOR of the deficiencies in writing. The CONTRACTOR shall have thirty (30) days to correct the stated deficiencies to the satisfaction of the DISTRICT. In the event that the CONTRACTOR fails to either correct the deficiencies or make meaningful progress towards correction of the deficiencies to the satisfaction of the DISTRICT within the stated thirty (30) day period, the DISTRICT is entitled to terminate this Agreement by thirty (30) days' written notice upon the expiration of the cure period.

e) **Records and Reports**

a. CONTRACTOR shall provide those reports and records which may be required or reasonably requested by the DISTRICT and necessary for proper payment, evaluation of CONTRACTOR performance, or any reports required to be submitted by the DISTRICT to any governmental agency. CONTRACTOR shall assist DISTRICT in completing all forms and documentation required by Federal, State and local municipalities. All such records shall be open to inspection by DISTRICT or its representative during regular business hours in CONTRACTOR's office.

b. All reportable accidents (as defined by law) involving the CONTRACTOR'S equipment or personnel while operating for the DISTRICT shall be immediately verbally reported to the DISTRICT with a written report submitted to the DISTRICT within twenty-four (24) hours of the accident. Student injuries not involving acceleration, deceleration, or movement of the bus shall be reported on form provided by the DISTRICT.

f) **Place of Contract**

This Agreement shall be deemed to be made in and shall be construed in accordance with the

laws of the State of Texas. All reference in this Agreement to the "State" shall mean the State of Texas.

The CONTRACTOR and DISTRICT hereby agree that any and all disputes under this Agreement shall be first subject to mediation prior to any formal court action. Furthermore, the CONTRACTOR and the DISTRICT hereby agree that the venue for any disputes arising under this Agreement shall be the State District Courts in Denton County, Texas. The CONTRACTOR and the DISTRICT hereby acknowledge and agree that the prevailing party in any disputes under this Agreement shall be entitled to recovery of reasonable attorney's fees, as specifically allowed under the Texas Local Government Code Section 271.159.

g) **Extension and Modification**

CONTRACTOR and DISTRICT may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

h) **Notices to Parties**

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail.

a. Notices to DISTRICT shall be addressed:

Mr. Alfred Gaches
Little Elm Independent School
District 300 Lobo Lane
Little Elm, Texas 75068

b. Notices to CONTRACTOR shall be addressed:

GoldStar Transit, Inc.
Attn: Kelly Johnson, Vice President of
Operations
13642 N. Highway 183, Suite 110
Austin, TX 78750

i) **Entire Agreement**

This Agreement sets forth the entire agreement between the DISTRICT and the CONTRACTOR concerning the subject matter thereof. There are no representations, either oral or written, between DISTRICT and CONTRACTOR other than those contained or incorporated by reference in this Agreement. Should any portion of this Agreement be declared void or otherwise held unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

j) **Rate Schedule**

In consideration of the performance on the part of the CONTRACTOR of the terms of this Agreement, the DISTRICT agrees to pay the CONTRACTOR the following sums for Student transportation services rendered.

For Daily Home-to-School Regular and Special Education and Other Transportation Services:

**Regular and Special Needs Education
Home-to-School Transportation –
Regular School Year Using
DISTRICT Owned Buses Based on 6
Hour Daily Rate**

Bus Capacity.	Daily Rate	Hourly Rate
Regular	\$359.72	\$48.96
Special Needs	\$397.40	\$48.96

**Regular and Special Needs
Education Home-to-School
Transportation – Summer School
Using DISTRICT Owned Buses
Based on 4 Hour Daily Rate**

Bus Capacity.	Daily Rate	Hourly Rate
Regular	\$359.72	\$48.96
Special Needs	\$397.40	\$48.96

**Other Transportation including Field Trips, Athletic Trips,
Shuttles and Mid-Day Runs
CONTRACTOR Employee Drivers**

Bus Capacity	Vehicle Cost/Mile	Driver Cost/Hour
All Bus Sizes	0.00	\$30.01

LEISD After School Program

Bus Capacity	Driver Cost/Hour	Minimum Call Out Charge
All Bus Sizes	\$48.96	\$97.92

Athletic Trips Driven by DISTRICT Coache

Bus Capacity	Cost trip	Vehicle Cost/Mile
All Bus Sizes	\$28.13 per hr./ \$55.06/Trip	\$0.00

Cost For Bus Monitors: \$23.43/hour

Non-School Bus Maintenance

Rate Per Hour	Service Charge for Road Repairs	Additional Charges For Parts Above Actual Cost (%)
\$52.78	\$52.78	5%

CONTRACTOR's pricing is based on all transportation trips beginning and ending at the DISTRICT'S transportation facility located at 4415 W. Dickson Lane, Little Elm, TX 75068 and shall include drivers' time, including time for pre-trip, post-trip, cleanup, fueling and layover time.

For drivers and monitors in excess of forty (40) hours per week, the charge will be one-and-a-half times the hourly rate.

DISTRICT will compensate CONTRACTOR for all toll road charges incurred by vehicles used in the service of DISTRICT's transportation program.

CONTRACTOR verifies, represents, and warrants to the DISTRICT that CONTRACTOR does not boycott Israel and will not boycott Israel during the term of this Agreement.

IN WITNESS WHEREOF, DISTRICT and CONTRACTOR have hereunto set their hands this _____ day of _____, 2023.

Little Elm Independent School District

Student Transportation of America, Inc. dba
GoldStar Transit, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Board Agenda Item

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

Board Mtg. Date 3-27-2023	Reports of the Superintendent <input type="checkbox"/>	Action Item <input checked="" type="checkbox"/>	Consent Agenda <input type="checkbox"/>	Reports, Routine Monthly <input type="checkbox"/>	Other <input type="checkbox"/>
Subject:	SAFETY & SECURITY UPGRADES				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Strategic Plan Goal:	To ensure fiscal health & sustainability.				
Summary:	Requesting approval for security upgrades at Brent & Chavez.				
Financial Implications:	Total cost proposed is \$151,065.48, paid from the 2017 Bond.				
Attachments:	Technology Department estimate & vendor proposals.				
Recommendation:	The Administration recommends the approval of this scope of work and costs as presented, and to authorize the Superintendent or his designee to execute the required purchase documents.				
Motion:	I move the Board approve this scope of work and costs as presented, and authorize the Superintendent or his designee to execute the required purchase documents.				

Campus Function	Vendor	Quote #	Costs	Proposed Contingency	Subtotal Cost	Funding Source
Brent Network Recabling	Superior Fiber & Data	Job # 2023-SFD0049	\$146,311.97	3%	\$150,701.33	2022 Bond
Chavez Network Recabling	Superior Fiber & Data	Job # 2023-SFD0050	\$142,839.63	3%	\$147,124.82	2022 Bond
				Network Recabling Subtotal:	\$297,826.15	2022 Bond
Brent Public Address Wiring	Superior Fiber & Data	Job #2023-SFD0053	\$28,877.22	3%	\$29,743.54	2022 Bond
Brent Public Address Equipment	Graybar	0242837581 Rev-3	\$15,623.81	5%	\$16,405.00	2022 Bond
Chavez Public Address Wiring	Superior Fiber & Data	Job# 2023-SFD0054	\$28,843.27	3%	\$29,708.57	2022 Bond
Chavez Public Address Equipment	Graybar	0242838231 Rev-3	\$15,645.30	5%	\$16,427.57	2022 Bond
				PA Subtotal:	\$46,136.13	2022 Bond
Brent Phone Replacements	CDWG	NGQC654	\$9,750.00	0%	\$9,750.00	2022 Bond
Chavez Phone Replacements	CDWG	NGQC654	\$9,750.00	0%	\$9,750.00	2022 Bond
				Phones Subtotal	\$19,500.00	2022 Bond
Brent Camera Upgrades	C&R Services	Estimate #3436	\$59,147.16	2%	\$60,330.10	2017 Bond
Brent Access Control Upgrades	C&R Services	Estimate #3473	\$10,461.97	20%	\$12,554.36	2017 Bond
Chavez Camera Upgrades	C&R Services	Estimate #3437	\$61,244.43	2%	\$62,469.32	2017 Bond
Chavez Access Control Upgrades	C&R Services	Estimate #3472	\$13,093.08	20%	\$15,711.70	2017 Bond
				Security Upgrades Subtotal:	\$151,065.48	2017 Bond
					\$363,462.28	2022 Bond Total
					\$151,065.48	2017 Bond Total
					\$514,527.76	Projects Total

C & R Services

2324 Seaborne Rd, Suite 300
Ponder, TX 76259
(877)934-4824
ron@candrservices.biz



200203 Security System
Products and Services
4/30/2023

210205 Trades, Labor, and
materials

Estimate

ADDRESS

Little Elm ISD
300 Lobo Lane
Little Elm, Tx 75068

SHIP TO

Little Elm ISD
300 Lobo Lane
Little Elm, Tx 75068

ESTIMATE # 3436

DATE 02/16/2023

PURCHASE ORDER

LEISD Brent ES

Item	Quantity	Unit Price	Total Price
LEISD Brent ES			
9816470	17	1,638.90	27,861.30
01500-001 P3719-PLE NETWAORK CAMERA 15MP IP IR ILLUMINA 4 x			
WV-S3131L	31	322.15	9,986.65
1080P H.265 Indoor Dome IR			
WV-S25500-F3L	4	460.06	1,840.24
5MP VANDAL RESISTANT OUTDOOR DOME NETWORK CAMERA 5MP, INTELLIGENT AUTO (WITH AI ENGINE) COLOR NIGHT VISION SMART CODING BUILT-IN IR LED			
WV-QWL500-W	4	71.21	284.84
INTEGRATED WALL MOUNT BRACKET (WHITE)			
T91H61	14	217.32	3,042.48
Wall mount			
T91A64	14	79.46	1,112.44
Axis Corner Mount			
01273-001	1	1,537.34	1,537.34
2N Outdoor Unit IP Intercom Main Unit, 1- Button, Nickel, With Camera			
01289-001	1	108.25	108.25
2N IP Intercom Frame, 2-Module, Surface Mount, Nickel			
01294-001	1	65.00	65.00
2N IP Verso Backplate Surface Mount			

TEXAS DEPARTMENT OF PRIVATE SECURITY LICENSE # B16989

TIPS 200203 Security Systems Products and Services
TIPS 210205 Trade, Labor and Materials JOC
TIPS 200306 Vaping Sensors
DIR-TSO-4025

IP SVC-UL	18	161.59	2,908.62
VMS Camera License per Camera Including Unlimited SUP for Internal use			
Installation Labor	120	65.00	7,800.00
Installation Labor			
Sales	40	65.00	2,600.00
Demo old equipment man hours			
All data cabling for all devices provided by others.			

SUBTOTAL	59,147.16
TAX	0.00
TOTAL	\$59,147.16

Accepted By

Accepted Date

TEXAS DEPARTMENT OF PRIVATE SECURITY LICENSE # B16989

TIPS 200203 Security Systems Products and Services
TIPS 210205 Trade, Labor and Materials JOC
TIPS 200306 Vaping Sensors
DIR-TSO-4025

C & R Services

2324 Seaborne Rd, Suite 300
Ponder, TX 76259
(877)934-4824
ron@candrservices.biz



200203 Security System
Products and Services
4/30/2023

210205 Trades, Labor, and
materials

Estimate

ADDRESS

Little Elm ISD
300 Lobo Lane
Little Elm, Tx 75068

SHIP TO

Little Elm ISD
300 Lobo Lane
Little Elm, Tx 75068

ESTIMATE # 3473

DATE 03/06/2023

PURCHASE ORDER

Brent

DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
Brent			
Access Control Cable Composite Plenum rated, composite with 22/6, 22/4, 18/4, 22/2awg cables combined cost per 1000'	2	698.82	1,397.64
Service Call:Installation Labor Installation of man hours C and R Services will rewire existing card reader doors to the MDF	65	95.00	6,175.00
AC-HID-READ-ICLASS-SE-RP40-AVG RP40 Standard wall switch reader; Wiegand; HID Prox, AWID and SE-RP40-AVG EM4102 (32 bits); iCLASS Seos, SE, SR, Standard; MIFARE Classic (SIO), MIFARE DESFire EV1 (SIO); Mobile IDs via NFC; ISO 14443 (HID Part #: 920PTNNEK00000-A001)	9	238.35	2,145.15
qel kit EL kit for Vom Duprin crash bar Add one entry point at gymnasium	1	744.18	744.18

SUBTOTAL	10,461.97
TAX	0.00
TOTAL	\$10,461.97

TEXAS DEPARTMENT OF PRIVATE SECURITY LICENSE # B16989

TIPS 200203 Security Systems Products and Services
TIPS 210205 Trade, Labor and Materials JOC
TIPS 200306 Vaping Sensors
DIR-TSO-4025

Accepted By

Accepted Date

TEXAS DEPARTMENT OF PRIVATE SECURITY LICENSE # B16989

TIPS 200203 Security Systems Products and Services
TIPS 210205 Trade, Labor and Materials JOC
TIPS 200306 Vaping Sensors
DIR-TSO-4025

C & R Services

2324 Seaborne Rd, Suite 300
Ponder, TX 76259
(877)934-4824
ron@candrservices.biz



200203 Security System
Products and Services
4/30/2023

210205 Trades, Labor, and
materials

Estimate

ADDRESS

Little Elm ISD
300 Lobo Lane
Little Elm, Tx 75068

SHIP TO

Little Elm ISD
300 Lobo Lane
Little Elm, Tx 75068

ESTIMATE # 3437

DATE 02/16/2023

PURCHASE ORDER

LEISD Chavez ES

Item Description	Quantity	Unit Price	Total Price
LEISD Chavez ES			
9816470	18	1,638.90	29,500.20
01500-001 P3719-PLE NETWAORK CAMERA 15MP IP IR ILLUMINA 4 x			
WV-S3131L	31	322.15	9,986.65
1080P H.265 Indoor Dome IR			
WV-S25500-F3L	4	460.06	1,840.24
5MP VANDAL RESISTANT OUTDOOR DOME NETWORK CAMERA 5MP, INTELLIGENT AUTO (WITH AI ENGINE) COLOR NIGHT VISION SMART CODING BUILT-IN IR LED			
WV-QWL500-W	4	71.21	284.84
INTEGRATED WALL MOUNT BRACKET (WHITE)			
T91H61	15	217.32	3,259.80
Wall mount			
T91A64	15	79.46	1,191.90
Axis Corner Mount			
01273-001	1	1,537.34	1,537.34
2N Outdoor Unit IP Intercom Main Unit, 1- Button, Nickel, With Camera			
01289-001	1	108.25	108.25
2N IP Intercom Frame, 2-Module, Surface Mount, Nickel			
01294-001	1	65.00	65.00
2N IP Verso Backplate Surface Mount			

TEXAS DEPARTMENT OF PRIVATE SECURITY LICENSE # B16989

TIPS 200203 Security Systems Products and Services
TIPS 210205 Trade, Labor and Materials JOC
TIPS 200306 Vaping Sensors
DIR-TSO-4025

IPSVC-UL VMS Camera License per Camera Including Unlimited SUP for Internal use	19	161.59	3,070.21
Installation Labor Installation Labor	120	65.00	7,800.00
Sales Demo old equipment man hours All data cabling for all devices provided by others.	40	65.00	2,600.00

SUBTOTAL	61,244.43
TAX	0.00
TOTAL	\$61,244.43

Accepted By

Accepted Date

TEXAS DEPARTMENT OF PRIVATE SECURITY LICENSE # B16989

TIPS 200203 Security Systems Products and Services
TIPS 210205 Trade, Labor and Materials JOC
TIPS 200306 Vaping Sensors
DIR-TSO-4025

C & R Services

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200203 Security System
Products and Services
4/30/2023

210205 Trades, Labor, and
materials

Estimate

ADDRESS

Little Elm ISD
300 Lobo Lane
Little Elm, Tx 75068

SHIP TO

Little Elm ISD
300 Lobo Lane
Little Elm, Tx 75068

ESTIMATE # 3472

DATE 03/06/2023

PURCHASE ORDER

Chavez

QTY	DESCRIPTION	UNIT PRICE	AMOUNT	TOTAL AMOUNT
	Chavez			
2.50	Access Control Cable Composite Plenum rated, composite with 22/6, 22/4, 18/4, 22/2awg cables combined cost per 1000'	698.82	1,747.05	
84	Service Call:Installation Labor Installation of man hours C and R Services will rewire existing card reader doors to the MDF	95.00	7,980.00	
11	AC-HID-READ-ICLASS-SE-RP40-AVG RP40 Standard wall switch reader; Wiegand; HID Prox, AWID and SE-RP40-AVG EM4102 (32 bits); iCLASS Seos, SE, SR, Standard; MIFARE Classic (SIO), MIFARE DESFire EV1 (SIO); Mobile IDs via NFC; ISO 14443 UID; Pigtail; Avigilon logo (HID Part #: 920PTNNEK00000)	238.35	2,621.85	
1	qel kit QEL kit for Von Duprin crash bar Add one entry point at gymnasium	744.18	744.18	

SUBTOTAL	13,093.08
TAX	0.00
TOTAL	\$13,093.08

TEXAS DEPARTMENT OF PRIVATE SECURITY LICENSE # B16989

TIPS 200203 Security Systems Products and Services
TIPS 210205 Trade, Labor and Materials JOC
TIPS 200306 Vaping Sensors
DIR-TSO-4025

Accepted By

Accepted Date

TEXAS DEPARTMENT OF PRIVATE SECURITY LICENSE # B16989

TIPS 200203 Security Systems Products and Services

TIPS 210205 Trade, Labor and Materials JOC

TIPS 200306 Vaping Sensors

DIR-TSO-4025

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 3-27-2023	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Subject:	TECHNOLOGY UPGRADES				
Presenter or Contact Person:	Rick Martin, Executive Director of Construction				
Policy/Code:	CVD (LOCAL)				
Strategic Plan Goal:	To ensure fiscal health & sustainability.				
Summary:	Requesting approval for technology upgrades at Brent & Chavez.				
Financial Implications:	Total cost proposed is \$363,462.28, paid from the 2022 Bond.				
Attachments:	Technology Department estimate & vendor proposals.				
Recommendation:	The Administration recommends the approval of this scope of work and costs as presented, and to authorize the Superintendent or his designee to execute the required purchase documents.				
Motion:	I move the Board approve this scope of work and costs as presented, and authorize the Superintendent or his designee to execute the required purchase documents.				

Campus Function	Vendor	Quote #	Costs	Proposed Contingency	Subtotal Cost	Funding Source	
Brent	Network Recabling	Superior Fiber & Data	Job # 2023-SFD0049	\$146,311.97	3%	\$150,701.33	2022 Bond
Chavez	Network Recabling	Superior Fiber & Data	Job # 2023-SFD0050	\$142,839.63	3%	\$147,124.82	2022 Bond
			Network Recabling Subtotal			\$297,826.15	2022 Bond
Brent	Public Address Wiring	Superior Fiber & Data	Job #2023-SFD0053	\$28,877.22	3%	\$29,743.54	2022 Bond
Brent	Public Address Equipment	Graybar	0242837581 Rev-3	\$15,623.81	5%	\$16,405.00	2022 Bond
Chavez	Public Address Wiring	Superior Fiber & Data	Job# 2023-SFD0054	\$28,843.27	3%	\$29,708.57	2022 Bond
Chavez	Public Address Equipment	Graybar	0242838231 Rev-3	\$15,645.30	5%	\$16,427.57	2022 Bond
			PA Subtotal			\$46,136.13	2022 Bond
Brent	Phone Replacements	CDWG	NGQC654	\$9,750.00	0%	\$9,750.00	2022 Bond
Chavez	Phone Replacements	CDWG	NGQC654	\$9,750.00	0%	\$9,750.00	2022 Bond
			Phones Subtotal			\$19,500.00	2022 Bond
Brent	Camera Upgrades	C&R Services	Estimate #3436	\$59,147.16	2%	\$60,330.10	2017 Bond
Brent	Access Control Upgrades	C&R Services	Estimate #3473	\$10,461.97	20%	\$12,554.36	2017 Bond
Chavez	Camera Upgrades	C&R Services	Estimate #3437	\$61,244.43	2%	\$62,469.32	2017 Bond
Chavez	Access Control Upgrades	C&R Services	Estimate #3472	\$13,093.08	20%	\$15,711.70	2017 Bond
			Security Upgrades Subtotal			\$151,065.48	2017 Bond
						\$363,462.28	2022 Bond Total
						\$151,065.48	2017 Bond Total
						\$514,527.76	Projects Total



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

Date: March 1, 2023

Job Name: LEISD – Brent ES Recable

Client Name: Little Elm ISD

Attn: Gregg Burcham

Phone: 972-947-9340 ext 10802

Email: gburcham@littleelmsd.net

Site Address: 500 Witt Rd

City, State, Zip: Little Elm, TX 75068

Bid Due Date: 03/01/2023

Estimator: Ian Guier

Telephone: 972-245-6014

Cell: 817-832-3699

Fax: 972-245-6586

Email: iguier@sfdcabling.com

Starting Date: TBD

Completion Date: TBD

Duration: TBD

TIPS ID - 200105



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

JOB #: 2023-SFD0049

JOB NAME: LEISD – Brent ES Recable

JOB DESCRIPTION: Structured Cabling

SCOPE OF WORK

HORIZONTAL CABLING

1. Provide materials and labor to install, terminate, label, and test a total of (324) Cat6 cables for network connectivity to workstations and TVs, and forty-four (58) Cat6A cables for WAPS.
 - a. Cabling will terminate onto new 48 port modular patch panel frames.
 - b. Labels shall be installed on all cable ends, patch panels, faceplates and cable termination points.

BACKBONE CABLING

1. Provide labor and material to install (1) 12-strand, SM, plenum, armored fiber optic cable each from the MDF to N-IDF and 400B-IDF.
 - a. Each end of the fiber shall be terminated onto LC connectors and connected to LC fiber adapter panels.
 - b. Each fiber adapter panel shall be placed into a rack mount fiber enclosure.
 - c. Labels shall be installed on each cable end, and each fiber enclosure.

PATHWAYS

1. Provide and install j-hooks sized to support the horizontal cables as needed.
 - a. Each j-hook shall be mounted to the building structure using the appropriate mounting hardware.
2. Provide and install sleeves as needed for new cable pathway.

MDF ROOM

1. Provide labor and material to install (2) 2-post racks.
 - a. Racks shall be mounted to the floor using concrete anchors and bonded to the telecommunications ground bar.
 - b. 6" wire managers will be installed in between and at each end of the racks.
2. Provide labor and material to install 12" ladder rack over the new floor mount racks.
 - a. Ladder rack shall be installed using appropriate mounting hardware and bonded to the telecommunications ground bar.

400B-IDF ROOM

1. Provide labor and material to install (1) 2-post rack.
 - a. Racks shall be mounted to the floor using concrete anchors and bonded to the telecommunications ground bar.
 - b. 6" wire managers will be installed in between and at each end of the rack.
2. Provide labor and material to install 12" ladder rack over the new floor mount rack.
 - a. Ladder rack shall be installed using appropriate mounting hardware and bonded to the telecommunications ground bar.

N-IDF ROOM

1. Provide labor and material to install (1) wall mount cabinet.
 - a. The cabinet shall be mounted to the wall using the appropriate mounting hardware and bonded to the telecommunications ground bar.
2. Provide labor and material to install a new sheet of 4x4, fire-rated plywood to mount the cabinet.

PATCH CORDS

1. Superior shall provide (1) 1ft and (1) 14ft cat6 patch cord for each network cable installed.
2. Superior shall provide (1) 1ft and (1) 10ft cat6A patch cord for each wireless access point cable installed.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

EQUIPMENT

1. Superior is not providing or installing any active network equipment.

TESTING/DOCUMENTATION/CUTOVER SUPPORT

1. All cabling shall be tested after termination.
2. As-built's for workstation shall be provided at the completion of the project in PDF format with customer provided floor plans.

NETWORK CABLE DEMOLITION

1. Superior will provide labor to remove the existing network infrastructure cabling, faceplates, panels and racks.

CONSTRUCTION INTERVAL

The following activities must be completed prior to start of the work.

Notification of acceptance by the client with the signed contract and / or hard copy purchase order.

All conduit needed for the install shall be provided by others.

PROJECT PRICING

LABOR COST:	\$	57,188.40
MATERIALS COST:	\$	89,123.57
SUBTOTAL:	\$	146,311.97
TAX:	\$	-
TOTAL PRICE:	\$	146,311.97

*This price does not include Sales and Use taxes or payment and performance bonds.
Applicable Sales and Use taxes will be included and billed at the time of invoicing.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

ESTIMATED BILL OF MATERIALS

Part Description	Quantity	Manufacturer	Part Number
1 5/16" J-HOOK	200	PANDUIT	JP131DW-L20
2" J-HOOK	500	PANDUIT	JP2DW-L20
4" J-HOOK	240	PANDUIT	JP4W-X20
4" READY SLEEVE	4	STI	FS4200
Cat6, Plenum, Blue	57000	Commscope	UN874043014/10
Cat6, Plenum, Yellow	13000	Commscope	UN874029514/10
Cat6A, Plenum, Green	13000	Commscope	UN874035904/10
Cat6 Jack, Blue	264	Commscope	760237778
Cat6 Jack, Yellow	60	Commscope	760237783
Cat6A Jack, Green	58	Commscope	760149963
Surface Mount Box, 1-port, White	219	Commscope	M101SMB-B-262
Faceplate, 2-port, White	139	Commscope	M12L-262
Faceplate, 4-port, White	2	Commscope	M14L-262
24-Port Modular Patch Panel Frame	6	Commscope	760207274
48-Port Modular Patch Panel Frame	7	Commscope	760207282
Cat6 Jack, Blue	264	Commscope	760237778
Cat6 Jack, Yellow	60	Commscope	760237783
Cat6A Jack, Green	58	Commscope	760149963
2-Post Rack	4	CPI	55053-703
Vertical Wire Manager, Double Sided, 6"	6	CPI	30165-703
6" STAND-OFFS	4	CPI	10506-706
2-POST EQUIPMENT RACK TOP PLATE - 12"	4	CPI	10595-712
VERTICAL WALL BRACKET	6	CPI	11421-712
BUTT-SPLICE	1	CPI	11301-701
TGB	3	CPI	13622-012
12" LADDER RACK - BLACK	4	CPI	10250-712
ANCHOR KIT	4	CPI	40604-001
WALL MOUNT CABINET	1	HUBBELL	IDF42
1RU Fiber Enclosure	2	COMMSCOPE	760209940
2RU Fiber Enclosure	1	COMMSCOPE	760209957
Fiber Splice Cassette, 12-Strand, LC,	4	COMMSCOPE	760245495
Fiber Connector, SM, LC (package of 12)	4	COMMSCOPE	760243372
12-strand, SM, Armored, Plenum	560	COMMSCOPE	760127803
Cat6, RJ45-RJ45, 1ft, Blue	264	Commscope	CO166S2-0ZF001
Cat6, RJ45-RJ45, 1ft, Yellow	60	Commscope	CO166S2-09F001
Cat6A, RJ45-RJ45, 1ft, Green	58	Commscope	CO199K2-04F001
Cat6A, RJ45-RJ45, 10ft, Green (10/pkg)	6	Commscope	BC1AAA2-0MF010
Cat6, RJ45-RJ45, 14ft, Blue (10/pkg)	27	Commscope	BC1BBB2-0ZF014
Cat6, RJ45-RJ45, 14ft, Yellow (10/pkg)	6	Commscope	BC1BBB2-09F014
Single-Mode Fiber Optic Patch Cord, LC-to-LC duplex, 7ft	24	Commscope	UFGCLC42-JXF007
#6 2-HOLE LUG	22	PANDUIT	LCC6-14AW-L
#6 AWG GREEN INSULATED GROUNDING WIRE	100	SFD	THHN-6-STR-GRN-CUT REEL
4'X4' FIRE RETARDANT PLYWOOD	1	SFD	C712772
VELCRO 1/2"X600' ONE WRAP	2	SFD	174043



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

NOTES

1. Superior will provide all labor and miscellaneous consumables defined as necessary tape, tie wraps, Velcro, labels and string necessary to facilitate the installation of the cable distribution system.
2. This estimate is valid for 30 days from the date of the response. Upon expiration of this period, Superior must be contacted to ensure that labor and/or materials charges and construction intervals are still valid.
3. Superior will coordinate with Customer to obtain schedules and mutually supportive information, including, but not limited to building and facilities clearances.
4. This quote does not include any power poles, plywood backboards, molding, or other items implied to complete the installation not detailed in the scope of work.
5. Superior will cleanup work related debris and place into trash facility provided by the Customer.
6. This proposal is based on the installation commencing in a minimum of five working days after notification of sale with transmitted purchase order. In the event this installation requires shorter lead times, the Customer may be responsible for all expedited material charges.
7. Ceiling tiles shall be removed for the placement of cable and replaced in a careful manner. Any ceiling tiles damaged by Superior's technicians during this installation will be replaced at the seller's expense.
8. Charges incurred as a result in delays associated with conditions including, but not limited to, Customer supplied conduit sleeves, materials, construction of equipment rooms, telecommunications closets, construction of walls or lack of access to the Customer's premises may be borne by the Customer.
9. All work shall be completed on first shift, during normal business hours.
10. The client may authorize Superior to proceed with specific modification, addition, or deletion to the original Scope of Work by issuing authorization (Change Order) to proceed with the modification, addition, or deletion. Superior will accept such written change authorizations, but reminds the client such changes may affect the construction interval (project schedule) and Superior will be allowed to redefine the construction interval, if appropriate, due to the effects of the change order.
11. This proposal excludes the cost of any bonds, permits or survey's and if required, the cost will be borne by the Owner.
12. This proposal excludes any conduit work and it's assumed that any/all required conduits, back-boxes, ring/string, floor boxes, poke-through devices and/or core drill/sleeves will be handled by others and that all pathways of any form will be sized appropriately to accommodate the required cabling.

THIS QUOTE CONTAINS PRODUCTS THAT ARE MADE WITH COPPER. IN THE EVENT THAT THE MANUFACTURER COSTS INCREASE WITH SUPERIOR FIBER & DATA SERVICES, SUPERIOR'S PRICES WILL BE ADJUSTED BY THE SAME PERCENTAGE.

TERMS AND CONDITIONS

Unless otherwise noted in this proposal the following terms and conditions shall apply.

CHANGES AND ALTERATIONS

Any deviation from the enclosed Scope of Work and/or specifications will become an extra charge, at Sellers' prevailing rates, over and above the estimate and/or contracted amount and will only be executed upon written request by the Buyer.

PERFORMANCE

Performance shall be set forth or referred to in this order. Seller shall not be liable if failure to perform arises out of cause beyond control and without fault or negligence (i.e. Acts of God, the public enemy, fires, floods, strikes, freight embargoes, regulated telephone company delays, etc.).

HAZARDOUS OR UNSAFE CONDITIONS

It is the Buyer's responsibility to notify Seller of any hazardous or unsafe conditions (i.e. asbestos, flammable materials, etc.) before work begins.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

WARRANTY

All Superior's workmanship is warranted for the life of the product. Defects in materials will be covered by the original equipment manufacturer's warranty.

INSURANCE

Seller carries the appropriate Worker's Compensation insurance and Public Liability and Property Damage insurance. All insurance complies with the Federal, State and Local Laws.

INVOICING

Superior will submit progress billings in monthly increments based upon percentage of work completed. Payment must be received within terms.

PAYMENT TERMS

Net 30 days from date of invoice.

EFFECT OF ORDER

The prices, performance, terms and conditions, etc. of this order are in effect for 30 days from the proposal date. This order may be terminated or amended by either party within 30 days of written notice.

ACCEPTANCE

Acceptance by signature of Buyer and Seller in the space provided constitutes agreement to this entire order including the terms, conditions, specifications, etc.

BUYER

By: _____

Date: _____

Printed Name _____

PO# _____



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

Date: March 1, 2023

Job Name: LEISD – Chavez ES Recable

Client Name: Little Elm ISD

Attn: Gregg Burcham

Phone: 972-947-9340 ext 10802

Email: gburcham@littleelmsd.net

Site Address: 2600 Hart Rd

City, State, Zip: Little Elm, TX 75068

Bid Due Date: 03/01/2023

Estimator: Ian Guier

Telephone: 972-245-6014

Cell: 817-832-3699

Fax: 972-245-6586

Email: iguier@sfdcabling.com

Starting Date: TBD

Completion Date: TBD

Duration: TBD

TIPS ID - 200105



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

JOB #: 2023-SFD0050

JOB NAME: LEISD – Chavez ES Recable

JOB DESCRIPTION: Structured Cabling

SCOPE OF WORK

HORIZONTAL CABLING

1. Provide materials and labor to install, terminate, label, and test a total of (337) Cat6 cables for network connectivity to workstations and TVs, and forty-four (59) Cat6A cables for WAPS.
 - a. Cabling will terminate onto new 48 port modular patch panel frames.
 - b. Labels shall be installed on all cable ends, patch panels, faceplates and cable termination points.

BACKBONE CABLING

1. Provide labor and material to install (1) 12-strand, SM, plenum, armored fiber optic cable each from the MDF to N-IDF and 400B-IDF.
 - a. Each end of the fiber shall be terminated onto LC connectors and connected to LC fiber adapter panels.
 - b. Each fiber adapter panel shall be placed into a rack mount fiber enclosure.
 - c. Labels shall be installed on each cable end, and each fiber enclosure.

PATHWAYS

1. Provide and install j-hooks sized to support the horizontal cables as needed.
 - a. Each j-hook shall be mounted to the building structure using the appropriate mounting hardware.
2. Provide and install sleeves as needed for new cable pathway.

MDF ROOM

1. Provide labor and material to install (2) 2-post racks.
 - a. Racks shall be mounted to the floor using concrete anchors and bonded to the telecommunications ground bar.
 - b. 6" wire managers will be installed in between and at each end of the racks.
2. Provide labor and material to install 12" ladder rack over the new floor mount racks.
 - a. Ladder rack shall be installed using appropriate mounting hardware and bonded to the telecommunications ground bar.

400B-IDF ROOM

1. Provide labor and material to install (1) 2-post rack.
 - a. Racks shall be mounted to the floor using concrete anchors and bonded to the telecommunications ground bar.
 - b. 6" wire managers will be installed in between and at each end of the rack.
2. Provide labor and material to install 12" ladder rack over the new floor mount rack.
 - a. Ladder rack shall be installed using appropriate mounting hardware and bonded to the telecommunications ground bar.

N-IDF ROOM

1. Provide labor and material to install (1) wall mount cabinet.
 - a. The cabinet shall be mounted to the wall using the appropriate mounting hardware and bonded to the telecommunications ground bar.
2. Provide labor and material to install a new sheet of 4x4, fire-rated plywood to mount the cabinet.

PATCH CORDS

1. Superior shall provide (1) 1ft and (1) 14ft cat6 patch cord for each network cable installed.
2. Superior shall provide (1) 1ft and (1) 10ft cat6A patch cord for each wireless access point cable installed.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

EQUIPMENT

1. Superior is not providing or installing any active network equipment.

TESTING/DOCUMENTATION/CUTOVER SUPPORT

1. All cabling shall be tested after termination.
2. As-built's for workstation shall be provided at the completion of the project in PDF format with customer provided floor plans.

NETWORK CABLE DEMOLITION

1. Superior will provide labor to remove the existing network infrastructure cabling, faceplates, panels and racks.

CONSTRUCTION INTERVAL

The following activities must be completed prior to start of the work.

Notification of acceptance by the client with the signed contract and / or hard copy purchase order.

All conduit needed for the install shall be provided by others.

PROJECT PRICING

LABOR COST:	\$	55,794.00
MATERIALS COST:	\$	87,045.63
SUBTOTAL:	\$	142,839.63
TAX:	\$	-
TOTAL PRICE:	\$	142,839.63

*This price does not include Sales and Use taxes or payment and performance bonds.
Applicable Sales and Use taxes will be included and billed at the time of invoicing.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

ESTIMATED BILL OF MATERIALS

Part Description	Quantity	Manufacturer	Part Number
1 5/16" J-HOOK	200	PANDUIT	JP131DW-L20
2" J-HOOK	500	PANDUIT	JP2DW-L20
4" J-HOOK	228	PANDUIT	JP4W-X20
4" READY SLEEVE	4	STI	FS4200
Cat6, Plenum, Blue	54000	Commscope	UN874043014/10
Cat6, Plenum, Yellow	12000	Commscope	UN874029514/10
Cat6A, Plenum, Green	12000	Commscope	UN874035904/10
Cat6 Jack, Blue	275	Commscope	760237778
Cat6 Jack, Yellow	62	Commscope	760237783
Cat6A Jack, Green	59	Commscope	760149963
Surface Mount Box, 1-port, White	233	Commscope	M1015MB-B-262
Faceplate, 2-port, White	142	Commscope	M12L-262
Faceplate, 4-port, White	2	Commscope	M14L-262
24-Port Modular Patch Panel Frame	6	Commscope	760207274
48-Port Modular Patch Panel Frame	7	Commscope	760207282
Cat6 Jack, Blue	275	Commscope	760237778
Cat6 Jack, Yellow	62	Commscope	760237783
Cat6A Jack, Green	59	Commscope	760149963
2-Post Rack	4	CPI	55053-703
Vertical Wire Manager, Double Sided, 6"	6	CPI	30165-703
6" STAND-OFFS	4	CPI	10506-706
2-POST EQUIPMENT RACK TOP PLATE - 12"	4	CPI	10595-712
VERTICAL WALL BRACKET	6	CPI	11421-712
BUTT-SPLICE	1	CPI	11301-701
TGB	3	CPI	13622-012
12" LADDER RACK - BLACK	4	CPI	10250-712
ANCHOR KIT	4	CPI	40604-001
WALL MOUNT CABINET	1	HUBBELL	IDF42
1RU Fiber Enclosure	2	COMMSCOPE	760209940
2RU Fiber Enclosure	1	COMMSCOPE	760209957
Fiber Splice Cassette, 12-Strand, LC,	4	COMMSCOPE	760245495
Fiber Connector, SM, LC (package of 12)	4	COMMSCOPE	760243372
12-strand, SM, Armored, Plenum	600	COMMSCOPE	760127803
Cat6, RJ45-RJ45, 1ft, Blue	275	Commscope	CO166S2-0ZF001
Cat6, RJ45-RJ45, 1ft, Yellow	62	Commscope	CO166S2-09F001
Cat6A, RJ45-RJ45, 1ft, Green	59	Commscope	CO199K2-04F001
Cat6A, RJ45-RJ45, 10ft, Green (10/pkg)	6	Commscope	BC1AAA2-0MF010
Cat6, RJ45-RJ45, 14ft, Blue (10/pkg)	28	Commscope	BC1BBB2-0ZF014
Cat6, RJ45-RJ45, 14ft, Yellow (10/pkg)	7	Commscope	BC1BBB2-09F014
Single-Mode Fiber Optic Patch Cord, LC-to-LC duplex, 7ft	24	Commscope	UFGCLC42-JXF007
#6 2-HOLE LUG	22	PANDUIT	LCC6-14AW-L
#6 AWG GREEN INSULATED GROUNDING WIRE	100	SFD	THHN-6-STR-GRN-CUT REEL
4'X4' FIRE RETARDANT PLYWOOD	1	SFD	C712772
VELCRO 1/2"X600' ONE WRAP	2	SFD	174043



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

NOTES

1. Superior will provide all labor and miscellaneous consumables defined as necessary tape, tie wraps, Velcro, labels and string necessary to facilitate the installation of the cable distribution system.
2. This estimate is valid for 30 days from the date of the response. Upon expiration of this period, Superior must be contacted to ensure that labor and/or materials charges and construction intervals are still valid.
3. Superior will coordinate with Customer to obtain schedules and mutually supportive information, including, but not limited to building and facilities clearances.
4. This quote does not include any power poles, plywood backboards, molding, or other items implied to complete the installation not detailed in the scope of work.
5. Superior will cleanup work related debris and place into trash facility provided by the Customer.
6. This proposal is based on the installation commencing in a minimum of five working days after notification of sale with transmitted purchase order. In the event this installation requires shorter lead times, the Customer may be responsible for all expedited material charges.
7. Ceiling tiles shall be removed for the placement of cable and replaced in a careful manner. Any ceiling tiles damaged by Superior's technicians during this installation will be replaced at the seller's expense.
8. Charges incurred as a result in delays associated with conditions including, but not limited to, Customer supplied conduit sleeves, materials, construction of equipment rooms, telecommunications closets, construction of walls or lack of access to the Customer's premises may be borne by the Customer.
9. All work shall be completed on first shift, during normal business hours.
10. The client may authorize Superior to proceed with specific modification, addition, or deletion to the original Scope of Work by issuing authorization (Change Order) to proceed with the modification, addition, or deletion. Superior will accept such written change authorizations, but reminds the client such changes may affect the construction interval (project schedule) and Superior will be allowed to redefine the construction interval, if appropriate, due to the effects of the change order.
11. This proposal excludes the cost of any bonds, permits or survey's and if required, the cost will be borne by the Owner.
12. This proposal excludes any conduit work and it's assumed that any/all required conduits, back-boxes, ring/string, floor boxes, poke-through devices and/or core drill/sleeves will be handled by others and that all pathways of any form will be sized appropriately to accommodate the required cabling.

THIS QUOTE CONTAINS PRODUCTS THAT ARE MADE WITH COPPER. IN THE EVENT THAT THE MANUFACTURER COSTS INCREASE WITH SUPERIOR FIBER & DATA SERVICES, SUPERIOR'S PRICES WILL BE ADJUSTED BY THE SAME PERCENTAGE.

TERMS AND CONDITIONS

Unless otherwise noted in this proposal the following terms and conditions shall apply.

CHANGES AND ALTERATIONS

Any deviation from the enclosed Scope of Work and/or specifications will become an extra charge, at Sellers' prevailing rates, over and above the estimate and/or contracted amount and will only be executed upon written request by the Buyer.

PERFORMANCE

Performance shall be set forth or referred to in this order. Seller shall not be liable if failure to perform arises out of cause beyond control and without fault or negligence (i.e. Acts of God, the public enemy, fires, floods, strikes, freight embargoes, regulated telephone company delays, etc.).

HAZARDOUS OR UNSAFE CONDITIONS

It is the Buyer's responsibility to notify Seller of any hazardous or unsafe conditions (i.e. asbestos, flammable materials, etc.) before work begins.

WARRANTY

All Superior's workmanship is warranted for the life of the product. Defects in materials will be covered by the original equipment manufacturer's warranty.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

INSURANCE

Seller carries the appropriate Worker's Compensation insurance and Public Liability and Property Damage insurance. All insurance complies with the Federal, State and Local Laws.

INVOICING

Superior will submit progress billings in monthly increments based upon percentage of work completed. Payment must be received within terms.

PAYMENT TERMS

Net 30 days from date of invoice.

EFFECT OF ORDER

The prices, performance, terms and conditions, etc. of this order are in effect for 30 days from the proposal date. This order may be terminated or amended by either party within 30 days of written notice.

ACCEPTANCE

Acceptance by signature of Buyer and Seller in the space provided constitutes agreement to this entire order including the terms, conditions, specifications, etc.

BUYER

By: _____

Date: _____

Printed Name _____

PO# _____



F I B E R & D A T A S E R V I C E S , I N C .

Date: March 1, 2022

Job Name: LEISD – Brent Elementary PA Wiring

Client Name: Little Elm ISD
Attn: Gregg Burcham
Phone: 972-947-9340 ext 10802
Email: gburcham@littleelmsd.net

Site Address: 500 Witt Road
City, State, Zip: Little Elm, TX 75068

Bid Due Date: 03/01/2023
Estimator: Ian Guier
Telephone: 972-245-6014
Cell: 817-832-3699
Fax: 972-245-6586
Email: iguier@sfdcabling.com

Starting Date: TBD
Completion Date: TBD
Duration: TBD

TIPS ID - 200105



JOB #: 2023-SFD0053

JOB NAME: LEISD – Brent ES PA Wiring

JOB DESCRIPTION: PA System Wiring

SCOPE OF WORK

PA SYSTEM INSTALLATION

1. Provide labor to install 18 AWG, 4-conductor, shielded wire for 138 PA speakers as noted on the provided project documentation.
 - a. Terminate each zone onto 66 blocks.
 - b. Terminate each speaker per owner specifications.
 - c. Label cable ends with zone designation for easy identification.
2. Install up to 130 OFCI speakers and 8 OFCI horns.

BACKBONE CABLING

1. No scope.

PATHWAYS

1. Superior shall provide and install j-hooks sized to support the PA cables as needed.
 - a. The j-hooks shall be mounted to the building structure using the appropriate mounting hardware.
2. Conduit pathways shall be provided by others.

EQUIPMENT

1. Superior is not providing or installing any head end equipment.

TESTING/DOCUMENTATION/CUTOVER SUPPORT

1. All cabling shall be tested with a toner to ensure all speakers are functional.

EXISTING PA DEMOLITION

1. Superior will provide labor to remove the existing PA cabling and speakers.

CONSTRUCTION INTERVAL

The following activities must be completed prior to start of the work.

Notification of acceptance by the client with the signed contract and / or hard copy purchase order.

Any conduit required has been excluded from this proposal.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

PROJECT PRICING

LABOR COST:	\$	21,610.00
MATERIALS COST:	\$	7,267.22
SUBTOTAL:	\$	28,877.22
TAX:	\$	-
TOTAL PRICE:	\$	28,877.22

*This price does not include Sales and Use taxes or payment and performance bonds.
Applicable Sales and Use taxes will be included and billed at the time of invoicing.

ESTIMATED BILL OF MATERIALS

Part Description	Quantity	Manufacturer	Part Number
1 5/16" J-HOOK	1000	PANDUIT	JP131W-L20
2" READY SLEEVE	6	STI	FS200
18 AWG, 4 CONDUCTOR W/SHIELD, PLENUM, WHITE	7000	WCW	1804SP-WHT
66 Block	1	Siemon	M1-50
Standoff Bracket for 66 Block	1	Siemon	S89B
VELCRO 1/2"X600' ONE WRAP	2	SFD	174043



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

NOTES

1. Superior will provide all labor and miscellaneous consumables defined as necessary tape, tie wraps, Velcro, labels and string necessary to facilitate the installation of the cable distribution system.
2. This estimate is valid for 30 days from the date of the response. Upon expiration of this period, Superior must be contacted to ensure that labor and/or materials charges and construction intervals are still valid.
3. Superior will coordinate with Customer to obtain schedules and mutually supportive information, including, but not limited to building and facilities clearances.
4. This quote does not include any power poles, plywood backboards, molding, or other items implied to complete the installation not detailed in the scope of work.
5. Superior will cleanup work related debris and place into trash facility provided by the Customer.
6. This proposal is based on the installation commencing in a minimum of five working days after notification of sale with transmitted purchase order. In the event this installation requires shorter lead times, the Customer may be responsible for all expedited material charges.
7. Ceiling tiles shall be removed for the placement of cable and replaced in a careful manner. Any ceiling tiles damaged by Superior's technicians during this installation will be replaced at the seller's expense.
8. Charges incurred as a result in delays associated with conditions including, but not limited to, Customer supplied conduit sleeves, materials, construction of equipment rooms, telecommunications closets, construction of walls or lack of access to the Customer's premises may be borne by the Customer.
9. All work shall be completed on first shift, during normal business hours.
10. The client may authorize Superior to proceed with specific modification, addition, or deletion to the original Scope of Work by issuing authorization (Change Order) to proceed with the modification, addition, or deletion. Superior will accept such written change authorizations, but reminds the client such changes may affect the construction interval (project schedule) and Superior will be allowed to redefine the construction interval, if appropriate, due to the effects of the change order.
11. This proposal excludes the cost of any bonds, permits or survey's and if required, the cost will be borne by the Owner.
12. This proposal excludes any conduit work and it's assumed that any/all required conduits, back-boxes, ring/string, floor boxes, poke-through devices and/or core drill/sleeves will be handled by others and that all pathways of any form will be sized appropriately to accommodate the required cabling.

THIS QUOTE CONTAINS PRODUCTS THAT ARE MADE WITH COPPER. IN THE EVENT THAT THE MANUFACTURER COSTS INCREASE WITH SUPERIOR FIBER & DATA SERVICES, SUPERIOR'S PRICES WILL BE ADJUSTED BY THE SAME PERCENTAGE.

TERMS AND CONDITIONS

Unless otherwise noted in this proposal the following terms and conditions shall apply.

CHANGES AND ALTERATIONS

Any deviation from the enclosed Scope of Work and/or specifications will become an extra charge, at Sellers' prevailing rates, over and above the estimate and/or contracted amount and will only be executed upon written request by the Buyer.

PERFORMANCE

Performance shall be set forth or referred to in this order. Seller shall not be liable if failure to perform arises out of cause beyond control and without fault or negligence (i.e. Acts of God, the public enemy, fires, floods, strikes, freight embargoes, regulated telephone company delays, etc.).

HAZARDOUS OR UNSAFE CONDITIONS

It is the Buyer's responsibility to notify Seller of any hazardous or unsafe conditions (i.e. asbestos, flammable materials, etc.) before work begins.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

WARRANTY

All Superior's workmanship is warranted for the life of the product. Defects in materials will be covered by the original equipment manufacturer's warranty.

INSURANCE

Seller carries the appropriate Worker's Compensation insurance and Public Liability and Property Damage insurance. All insurance complies with the Federal, State and Local Laws.

INVOICING

Superior will submit progress billings in monthly increments based upon percentage of work completed. Payment must be received within terms.

PAYMENT TERMS

Net 30 days from date of invoice.

EFFECT OF ORDER

The prices, performance, terms and conditions, etc. of this order are in effect for 30 days from the proposal date. This order may be terminated or amended by either party within 30 days of written notice.

ACCEPTANCE

Acceptance by signature of Buyer and Seller in the space provided constitutes agreement to this entire order including the terms, conditions, specifications, etc.

BUYER

By: _____

Date: _____

Printed Name _____

PO# _____



4601 CAMBRIDGE RD
 FORT WORTH TX 76155-2233
 Phone: 817-213-1300
 Fax: 817-213-1373

To: LITTLE ELM ISD (COMM/DATA)
 500 LOBO LN
 LITTLE ELM TX 75068-5220
 Attn: Rene Moreno
 Phone: 972-292-1908
 Fax:
 Email:

Date: 03/06/2023
Proj Name: CAMPUS - BRENT
GB Quote #: 0242837581 Rev-3
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 03/02/2023
 Valid To: 04/01/2023
 Contact: JAMES TWITCHELL
 Email: james.twitchell@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: Omnia Partners Contract # EV2370

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	110 EA	BOGEN		CSD2X2VRU	SPEAKER 2X2 W/VR BRIGHT WHITE	\$82.29	1	\$9,051.90
GB Part #: 25265482 UPC #: 76536848052 ***Item Note:***								
200	21 EA	BOGEN		S810T725PG8UV K	CEILING SPKR GRILL ASSM 50HZ B-WHT	\$33.65	1	\$706.65
GB Part #: 25638424 UPC #: 76536848066 ***Item Note:***								
300	7 EA	BOGEN		KFLDS30T	30W WIDE DISPERSIONAL HORN	\$105.34	1	\$737.38
GB Part #: 25072412 UPC #: 76536848027 ***Item Note:***								
400	1 EA	BOGEN		SPT5A	PAGING HORN W/XFMR 7.5 WATT	\$42.08	1	\$42.08
GB Part #: 88037271 UPC #: 76536836041 ***Item Note:***								

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

To learn more about Graybar, visit our website at www.graybar.com

24-Hour Emergency Phone#: 1-800-GRAYBAR

This Graybar quote is based on the terms of sale in the EV2370 Master Agreement which can be found by clicking the link found at https://www.omniapartners.com/hubfs/PUBLIC%20SECTOR/Supplier%20Information/Graybar/EV2370_Graybar_MAD_2017_12_20.pdf

To: LITTLE ELM ISD (COMM/DATA)
 500 LOBO LN
 LITTLE ELM TX 75068-5220
 Attn: Rene Moreno

Date: 03/06/2023
Proj Name: CAMPUS - BRENT
GB Quote #: 0242837581 Rev-3

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

500	5 EA BOGEN	MB8TSLVR	SLANT MTL ENCL 8IN4W TRANS W/VR	\$53.74	1	\$268.70
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GB Part #: 25108204 UPC #: 76536837047

Item Note:

600	6 EA VALCOM	VIP-D440ADS	4 DIGIT 4 INCH IP DIGITAL CLOCK	\$505.24	1	\$3,031.44
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GB Part #: 25759106 UPC #: 79911101909

Item Note: **3-4 week lead time**

1100	1 EA ALGO COMMUNICATI ON	8301	PAGING ADAPTER AND SCHEDULER	\$359.74	1	\$359.74
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GB Part #: 25962766 UPC #:

Item Note:

1200	2 EA ALGO COMMUNICATI ON	8373	IP ZONE PAGING ADAPTER	\$400.00	1	\$800.00
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Item Note:

1300	1 EA ALGO COMMUNICATI ON	1205	1205 AUDIO INTERFACE FOR MODEL 8301	\$471.43	1	\$471.43
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GB Part #: 26566852 UPC #:

Item Note:

1400	1 EA ALMO DISTRIBUTING	E835		\$111.25	1	\$111.25
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Item Note:

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To: LITTLE ELM ISD (COMM/DATA)
500 LOBO LN
LITTLE ELM TX 75068-5220
Attn: Rene Moreno

Date: 03/06/2023
Proj Name: **CAMPUS - BRENT**
GB Quote #: **0242837581 Rev-3**

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1500	1 EA	ALGO COMMUNICATI ON	2505	\$43.24	1	\$43.24
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Item Note: Mic cable

Total in USD (Tax not included): \$15,623.81

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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To: LITTLE ELM ISD (COMM/DATA)
500 LOBO LN
LITTLE ELM TX 75068-5220
Attn: Rene Moreno

Date: 03/06/2023
Proj Name: **CAMPUS - BRENT**
GB Quote #: **0242837581 Rev-3**

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

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SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

Date: March 1, 2022

Job Name: LEISD – Chavez Elementary PA Wiring

Client Name: Little Elm ISD

Attn: Gregg Burcham

Phone: 972-947-9340 ext 10802

Email: gburcham@littleelmisd.net

Site Address: 2600 Hart Road

City, State, Zip: Little Elm, TX 75068

Bid Due Date: 03/01/2023

Estimator: Ian Guier

Telephone: 972-245-6014

Cell: 817-832-3699

Fax: 972-245-6586

Email: iguier@sfdcabling.com

Starting Date: TBD

Completion Date: TBD

Duration: TBD

TIPS ID - 200105



JOB #: 2023-SFD0054

JOB NAME: LEISD – Chavez ECC PA Wiring

JOB DESCRIPTION: PA System Wiring

SCOPE OF WORK

PA SYSTEM INSTALLATION

1. Provide labor to install 18 AWG, 4-conductor, shielded wire for 131 PA speakers as noted on the provided project documentation.
 - a. Terminate each zone onto 66 blocks.
 - b. Terminate each speaker per owner specifications.
 - c. Label cable ends with zone designation for easy identification.
2. Install up to 123 OFCI speakers and 8 OFCI horns.

BACKBONE CABLING

1. No scope.

PATHWAYS

1. Superior shall provide and install j-hooks sized to support the PA cables as needed.
 - a. The j-hooks shall be mounted to the building structure using the appropriate mounting hardware.
2. Conduit pathways shall be provided by others.

EQUIPMENT

1. Superior is not providing or installing any head end equipment.

TESTING/DOCUMENTATION/CUTOVER SUPPORT

1. All cabling shall be tested with a toner to ensure all speakers are functional.

EXISTING PA DEMOLITION

1. Superior will provide labor to remove the existing PA cabling and speakers.

CONSTRUCTION INTERVAL

The following activities must be completed prior to start of the work.

Notification of acceptance by the client with the signed contract and / or hard copy purchase order.

Any conduit required has been excluded from this proposal.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

PROJECT PRICING

LABOR COST:	\$	21,450.00
MATERIALS COST:	\$	7,393.27
SUBTOTAL:	\$	28,843.27
TAX:	\$	-
TOTAL PRICE:	\$	28,843.27

*This price does not include Sales and Use taxes or payment and performance bonds.
Applicable Sales and Use taxes will be included and billed at the time of invoicing.

ESTIMATED BILL OF MATERIALS

Part Description	Quantity	Manufacturer	Part Number
1 5/16" J-HOOK	1000	PANDUIT	JP131W-L20
2" READY SLEEVE	8	STI	FS200
18 AWG, 4 CONDUCTOR W/SHIELD, PLENUM, WHITE	7000	WCW	1804SP-WHT
66 Block	1	Siemon	M1-50
Standoff Bracket for 66 Block	1	Siemon	S89B
VELCRO 1/2"X600' ONE WRAP	1	SFD	174043



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

NOTES

1. Superior will provide all labor and miscellaneous consumables defined as necessary tape, tie wraps, Velcro, labels and string necessary to facilitate the installation of the cable distribution system.
2. This estimate is valid for 30 days from the date of the response. Upon expiration of this period, Superior must be contacted to ensure that labor and/or materials charges and construction intervals are still valid.
3. Superior will coordinate with Customer to obtain schedules and mutually supportive information, including, but not limited to building and facilities clearances.
4. This quote does not include any power poles, plywood backboards, molding, or other items implied to complete the installation not detailed in the scope of work.
5. Superior will cleanup work related debris and place into trash facility provided by the Customer.
6. This proposal is based on the installation commencing in a minimum of five working days after notification of sale with transmitted purchase order. In the event this installation requires shorter lead times, the Customer may be responsible for all expedited material charges.
7. Ceiling tiles shall be removed for the placement of cable and replaced in a careful manner. Any ceiling tiles damaged by Superior's technicians during this installation will be replaced at the seller's expense.
8. Charges incurred as a result in delays associated with conditions including, but not limited to, Customer supplied conduit sleeves, materials, construction of equipment rooms, telecommunications closets, construction of walls or lack of access to the Customer's premises may be borne by the Customer.
9. All work shall be completed on first shift, during normal business hours.
10. The client may authorize Superior to proceed with specific modification, addition, or deletion to the original Scope of Work by issuing authorization (Change Order) to proceed with the modification, addition, or deletion. Superior will accept such written change authorizations, but reminds the client such changes may affect the construction interval (project schedule) and Superior will be allowed to redefine the construction interval, if appropriate, due to the effects of the change order.
11. This proposal excludes the cost of any bonds, permits or survey's and if required, the cost will be borne by the Owner.
12. This proposal excludes any conduit work and it's assumed that any/all required conduits, back-boxes, ring/string, floor boxes, poke-through devices and/or core drill/sleeves will be handled by others and that all pathways of any form will be sized appropriately to accommodate the required cabling.

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TERMS AND CONDITIONS

Unless otherwise noted in this proposal the following terms and conditions shall apply.

CHANGES AND ALTERATIONS

Any deviation from the enclosed Scope of Work and/or specifications will become an extra charge, at Sellers' prevailing rates, over and above the estimate and/or contracted amount and will only be executed upon written request by the Buyer.

PERFORMANCE

Performance shall be set forth or referred to in this order. Seller shall not be liable if failure to perform arises out of cause beyond control and without fault or negligence (i.e. Acts of God, the public enemy, fires, floods, strikes, freight embargoes, regulated telephone company delays, etc.).

HAZARDOUS OR UNSAFE CONDITIONS

It is the Buyer's responsibility to notify Seller of any hazardous or unsafe conditions (i.e. asbestos, flammable materials, etc.) before work begins.



SUPERIOR

F I B E R & D A T A S E R V I C E S , I N C .

WARRANTY

All Superior's workmanship is warranted for the life of the product. Defects in materials will be covered by the original equipment manufacturer's warranty.

INSURANCE

Seller carries the appropriate Worker's Compensation insurance and Public Liability and Property Damage insurance. All insurance complies with the Federal, State and Local Laws.

INVOICING

Superior will submit progress billings in monthly increments based upon percentage of work completed. Payment must be received within terms.

PAYMENT TERMS

Net 30 days from date of invoice.

EFFECT OF ORDER

The prices, performance, terms and conditions, etc. of this order are in effect for 30 days from the proposal date. This order may be terminated or amended by either party within 30 days of written notice.

ACCEPTANCE

Acceptance by signature of Buyer and Seller in the space provided constitutes agreement to this entire order including the terms, conditions, specifications, etc.

BUYER

By: _____

Date: _____

Printed Name _____

PO# _____



4601 CAMBRIDGE RD
 FORT WORTH TX 76155-2233
 Phone: 817-213-1300
 Fax: 817-213-1373

To: LITTLE ELM ISD (COMM/DATA)
 500 LOBO LN
 LITTLE ELM TX 75068-5220
 Attn: Rene Moreno
 Phone: 972-292-1908
 Fax:
 Email:

Date: 03/06/2023
Proj Name: CAMPUS - CHAVEZ
GB Quote #: 0242838231 Rev-3
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 03/02/2023
 Valid To: 04/01/2023
 Contact: JAMES TWITCHELL
 Email: james.twitchell@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Notes: Omnia Partners Contract # EV2370

Algo has a 2-3 week lead time on all items.

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	106 EA	BOGEN	CSD2X2VRU	SPEAKER 2X2 W/VR BRIGHT WHITE	\$82.29	1	\$8,722.74	
GB Part #: 25265482 UPC #: 76536848052 ***Item Note:***								
200	18 EA	BOGEN	S810T725PG8UV K	CEILING SPKR GRILL ASSM 50HZ B-WHT	\$33.65	1	\$605.70	
GB Part #: 25638424 UPC #: 76536848066 ***Item Note:***								
300	8 EA	BOGEN	KFLDS30T	30W WIDE DISPERSIONAL HORN	\$105.34	1	\$842.72	
GB Part #: 25072412 UPC #: 76536848027 ***Item Note:***								
400	1 EA	BOGEN	SPT5A	PAGING HORN W/XFMR 7.5 WATT	\$42.08	1	\$42.08	
GB Part #: 88037271 UPC #: 76536836041								

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To learn more about Graybar, visit our website at www.graybar.com 24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: LITTLE ELM ISD (COMM/DATA)
 500 LOBO LN
 LITTLE ELM TX 75068-5220
 Attn: Rene Moreno

Date: 03/06/2023
Proj Name: CAMPUS - CHAVEZ
GB Quote #: 0242838231 Rev-3

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item Note:

500	4 EA BOGEN	MB8TSLVR	SLANT MTL ENCL 8IN4W TRANS W/VR	\$53.74	1	\$214.96
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GB Part #: 25108204 UPC #: 76536837047

Item Note:

600	6 EA VALCOM	VIP-D440ADS	4 DIGIT 4 INCH IP DIGITAL CLOCK	\$505.24	1	\$3,031.44
-----	--------------------	--------------------	------------------------------------	-----------------	----------	-------------------

GB Part #: 25759106 UPC #: 79911101909

Item Note: **3-4 week lead time**

1100	1 EA ALGO COMMUNICATI ON	8301	PAGING ADAPTER AND SCHEDULER	\$359.74	1	\$359.74
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GB Part #: 25962766 UPC #:

Item Note:

1200	3 EA ALGO COMMUNICATI ON	8373	IP ZONE PAGING ADAPTER	\$400.00	1	\$1,200.00
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Item Note:

1300	1 EA ALGO COMMUNICATI ON	1205	1205 AUDIO INTERFACE FOR MODEL 8301	\$471.43	1	\$471.43
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GB Part #: 26566852 UPC #:

Item Note:

1400	1 EA ALMO DISTRIBUTING	E835		\$111.25	1	\$111.25
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Item Note:

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To: LITTLE ELM ISD (COMM/DATA)
500 LOBO LN
LITTLE ELM TX 75068-5220
Attn: Rene Moreno

Date: 03/06/2023
Proj Name: **CAMPUS - CHAVEZ**
GB Quote #: **0242838231 Rev-3**

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

1500	1 EA	ALGO COMMUNICATI ON	2505	\$43.24	1	\$43.24
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Item Note: MIC cable

Total in USD (Tax not included): \$15,645.30

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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24-Hour Emergency Phone#: 1-800-GRAYBAR

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To: LITTLE ELM ISD (COMM/DATA)
500 LOBO LN
LITTLE ELM TX 75068-5220
Attn: Rene Moreno

Date: 03/06/2023
Proj Name: **CAMPUS - CHAVEZ**
GB Quote #: **0242838231 Rev-3**

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Signed: _____

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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Thank you for choosing CDW. We have received your quote.

Hardware Software Services IT Solutions Brands Research Hub

Review and Complete Purchase

GREGG BURCHAM,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGQC654	3/7/2023	BRENT	3987366	\$9,750.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Yealink SIP-T53W - VoIP phone - with Bluetooth interface with caller ID - 3 Mfg. Part#: SIP-T53W UNSPSC: 43191511 Yealink Prime Business Phone with 3.7 Graphical LCD Screen with Built-In Bluetooth 4.2 (power supply not included) Contract: ESCR 7 Award CMPH2223 Computer Hardware & Supplies (CMPH2123)	75	5643678	\$130.00	\$9,750.00

SUBTOTAL	\$9,750.00
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$9,750.00

PURCHASER BILLING INFO	DELIVER TO
Billing Address: LITTLE ELM INDEP SCHOOL DIST PO BOX 6000 LITTLE ELM, TX 75068-9001 Phone: (972) 292-1847 Payment Terms: NET 30 Days-Govt/Ed	Shipping Address: LITTLE ELM ISD TECHNOLOGY 300 LOBO LN LITTLE ELM, TX 75068-5216 Shipping Method: UPS Ground
	Please remit payments to: CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



Sales Contact Info

CDW Account Team - Corey and Becky | (866) 222-9713 | coreyandbecky@cdw.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$9,750.00	\$273.88/Month	\$9,750.00	\$312.88/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

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For more information, contact a CDW account manager

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Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
NGQC654	3/7/2023	BRENT	3987366	\$9,750.00

QUOTE DETAILS

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