

Marble Falls ISD
has an unyielding commitment
to love every child and inspire
them to achieve their fullest
potential.



**Marble Falls ISD
Regular Meeting**

**Monday, August 29, 2016
4:30 PM**

**AGENDA OF REGULAR MEETING
 MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
 BOARD OF TRUSTEES
 MONDAY, AUGUST 29, 2016 – 4:30 PM
 Marble Falls ISD Central Office Community Room**

Notice is hereby given that on August 29, 2016, the Board of Trustees of the Marble Falls Independent School District will hold a Regular meeting at 4:30 PM, at the Marble Falls ISD Central Office Community Room, 1800 Colt Circle, Marble Falls, TX 78654.

The subjects to be discussed or considered, or upon which any formal action may be taken are listed below. Items do not have to be taken in the order shown on this meeting notice.

1. Call to Order
 Presenter: Rick Edwards, President
2. Roll Call
 Presenter: Rick Edwards, President
3. Executive Session
 - A. Deliberation Regarding the Appointment of a Trustee to Serve in Place 7 of the Marble Falls ISD Board (TX Govt. Code 551.074)
4. Reconvene from Executive Session
5. Invocation
 Presenter: Gary Boshears
6. Pledge to the Flags
 Presenter: Lee Ann Johnson
7. Special Recognitions
 - A. 2016 Media Honor Roll 5
 Presenter: Dr. Chris Allen
8. Citizen Comments
9. Information Items
 - A. General Fund Summary 6
 - B. Expenditure Report 7
 - C. Purchasing Cooperative Report 23
 - D. Annual Investment Report 24
 - E. Data Used to Analyze Staffing Needs
10. Presentation/Discussion Items
 - A. Spring Band Trip 25
 Presenter: Brad Beherns
 - B. FFA Nationals Competition and Convention for State Championship Nursery Landscape Team 32
 Presenter: Grant Cole
 - C. Policy Update 105 affecting Local Policies: BJCF, BQ, CLB, CLE, CPC, DBA, DFBB, DFFA, DFFB, EHBD, and FDC 36
 Presenter: Dr. Chris Allen
 - D. Policy GF (Local) Update 84

Presenter: Dr. Chris Allen	
E. Policy Update 106 affecting EHBAF(LOCAL) Presenter: Dr. Susan Maughan	91
F. Purchase of District Suburbans Presenter: Lisa LeMon	98
G. Resolution Regarding Extracurricular Status of the 4-H Organization and Adjunct Faculty Agreement Presenter: Dr. Wes Cunningham	104
11. Consider and Possible Approval of Action	
A. Consent	
1. Minutes from Special Board Meeting held on July 6, 2016	107
2. Minutes from Special Board Meeting held on July 19, 2016	108
3. Minutes from Regular Board Meeting held on July 19, 2016	109
4. Minutes from Regular Board Meeting held August 4, 2016	113
5. Certified Appraisers for the 2016-2017 School Year	115
6. Appraisal Calendar for the 2016-2017 School Year	117
7. Election Service Contract with Burnet County for the 2016-2017 School Year	119
8. Memorandum of Agreement with the City of Granite Shoals	132
9. Approval of Appointed Member Representative for Property Casualty Alliance of Texas	138
B. 2016-2017 Budget Amendments Presenter: Lisa LeMon	140
C. 2016-2017 Marble Falls ISD Tax Rate Adoption Presenter: Lisa LeMon	151
D. Replacement CTE Truck for Marble Falls High School Presenter: Lisa LeMon	154
E. Occupational Therapy Contract Presenter: Dr. Susan Maughan	157
F. Visually Impaired Contract Presenter: Dr. Susan Maughan	161
G. Policy Revision for DNA (Local) and DNB (Local) Presenter: Dr. Wes Cunningham	165
H. District Digital Storage Expansion Presenter: Robert Keith	174
12. Upcoming Meetings and Board Training Opportunities	
A. Monday, September 19, 2016 - Regular Board Meeting	
B. Friday, September 23-25, 2016 - TASA/TASB Convention	
C. Monday, October 17, 2016 - Regular Board Meeting	
13. Executive Session	
A. Discussion of Professional Personnel (TX Govt. Code 551.074)	
B. Discussion of Real Property (TX Govt. Code 551.072)	
C. Discussion of Personally Identifiable Student Information (TX. Govt. Code 551.0821)	

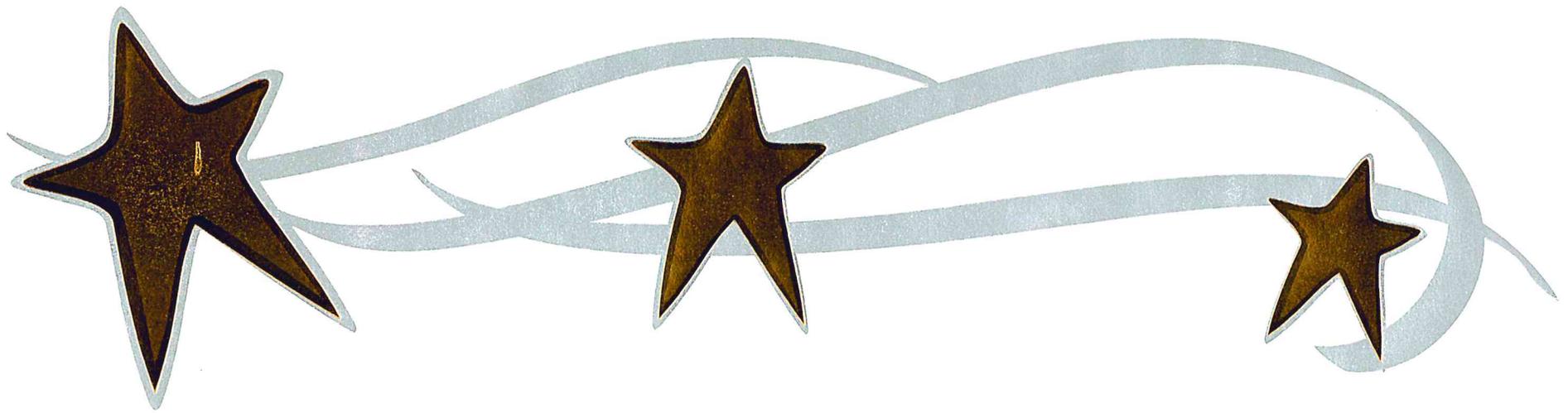
D. Deliberation Regarding the Appointment of a Trustee to Serve in Place 7 of the Marble Falls ISD Board (TX Govt. Code 551.074)

14. Reconvene from Executive Session
15. Discussion and Possible Approval of Action Arising from Executive Session
 - A. Possible Approval of Professional Personnel
 - B. Appointment of a Trustee to Serve in Place 7 of the Marble Falls ISD Board
16. Adjourn

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See BEC(LEGAL)]

FOR THE BOARD OF TRUSTEES
MARBLE FALLS INDEPENDENT SCHOOL

Dr. Chris Allen, Superintendent of Schools



Jennifer Fierro
Marble Falls Picayune

has been recognized for fair and balanced reporting, providing valuable information to the community about public schools, their students, parents, and patrons by

Marble Falls ISD

and is acknowledged and honored
as a member in good standing of the statewide

2016 Media Honor Roll



Marble Falls ISD
Statement of Revenues and Expenditures - General Fund
As of July 30, 2016

8%	Of Fiscal Year	CURRENT YEAR YTD				% OF BUDGET	CURRENT MONTH		
		BUDGET	YTD ACTIVITY	BALANCE			BUDGET	MONTH ACTIVITY	% OF BUDGET
REVENUES									
5710	LOCAL TAX REVENUES	\$ 34,065,310	\$ 114,989	\$ 33,950,321	0.34%	\$ 34,065,310	\$ 114,989	0.34%	
57XX	OTHER LOCAL REVENUES	\$ 403,715	\$ 30,327	\$ 373,388	7.51%	\$ 403,715	\$ 30,327	7.51%	
58XX	STATE PROG. REVENUES	\$ 4,168,075	\$ 212,579	\$ 3,955,496	5.10%	\$ 4,168,075	\$ 212,579	5.10%	
5900	FEDERAL REVENUE	\$ 890,000	\$ 689	\$ 889,311	0.08%	\$ 890,000	\$ 689	0.08%	
	TOTAL REVENUE	\$ 39,527,100	\$ 358,585	\$ 39,168,515	0.91%	\$ 39,527,100	\$ 358,585	0.91%	
EXPENDITURES									
11	INSTRUCTION	\$ 19,685,955	\$ 203,485	\$ 19,482,470	1.03%	\$ 19,685,955	\$ 203,484	1.03%	
12	LIBRARY	\$ 433,153	\$ 1,320	\$ 431,833	0.30%	\$ 433,153	\$ 1,320	0.30%	
13	STAFF DEVELOPMENT	\$ 577,792	\$ 43,351	\$ 534,441	7.50%	\$ 577,792	\$ 43,351	7.50%	
21	INST ADMINISTRATION	\$ 946,944	\$ 66,161	\$ 880,783	6.99%	\$ 946,944	\$ 66,161	6.99%	
23	SCHOOL ADMINISTRATION	\$ 2,074,692	\$ 81,605	\$ 1,993,087	3.93%	\$ 2,074,692	\$ 81,605	3.93%	
31	GUID AND COUNSELING	\$ 1,057,310	\$ 22,455	\$ 1,034,855	2.12%	\$ 1,057,310	\$ 22,455	2.12%	
32	SOCIAL WORK SERVICES	\$ 48,817	\$ 4,057	\$ 44,760	8.31%	\$ 48,817	\$ 4,057	8.31%	
33	HEALTH SERVICES	\$ 388,803	\$ 3,554	\$ 385,249	0.91%	\$ 388,803	\$ 3,554	0.91%	
34	PUPIL TRANSP - REGULAR	\$ 1,704,437	\$ (53,771)	\$ 1,758,208	-3.15%	\$ 1,704,437	\$ (53,771)	-3.15%	
36	CO-CURRICULAR ACT	\$ 1,729,004	\$ 50,186	\$ 1,678,818	2.90%	\$ 1,729,004	\$ 50,186	2.90%	
41	GEN ADMINISTRATION	\$ 1,209,943	\$ 93,281	\$ 1,116,662	7.71%	\$ 1,209,943	\$ 93,281	7.71%	
51	PLANT MAINT & OPERATION	\$ 4,564,525	\$ 200,267	\$ 4,364,258	4.39%	\$ 4,564,525	\$ 200,267	4.39%	
52	SECURITY & MONITORING	\$ 122,717	\$ 4,057	\$ 118,660	3.31%	\$ 122,717	\$ 4,057	3.31%	
53	DATA PROCESSING	\$ 1,194,652	\$ 72,427	\$ 1,122,225	6.06%	\$ 1,194,652	\$ 72,427	6.06%	
61	COMMUNITY SERVICES	\$ 59,691	\$ 2,916	\$ 56,775	4.89%	\$ 59,691	\$ 2,916	4.89%	
81	FACILITIES ACQ & CONST	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
91	STUDENT ATTENDANCE CR	\$ 3,499,700	\$ 147,258	\$ 3,352,442	4.21%	\$ 3,499,700	\$ 147,258	4.21%	
99	PURCHASES & CONT SRVS	\$ 650,000	\$ -	\$ 650,000	0.00%	\$ 650,000	\$ -	0.00%	
	TOTAL EXPENDITURES	\$ 39,948,135	\$ 942,611	\$ 39,005,524	2.36%	\$ 39,948,135	\$ 942,610	2.36%	
7000	Other Sources		\$ -			Other Sources	\$ -		
8000	Other Uses		\$ -			Other Uses			
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (584,026)				EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (584,025)		
3000	BEG FUND BAL 07/01/16	\$ 13,709,528	Unaudited						
3000	END FUND BAL 7/31/16	\$ 13,125,502	Unaudited						

Marble Falls ISD
Statement of Revenues and Expenditures - Food Service
As of July 30, 2016

8%	Of Fiscal Year	CURRENT YEAR YTD				% OF BUDGET	CURRENT MONTH		
		BUDGET	YTD ACTIVITY	BALANCE			BUDGET	MONTH ACTIVITY	% OF BUDGET
REVENUES									
57XX	Local & Intermed Revenues	\$ 608,656	\$ 616	\$ 608,040	0.10%	\$ 608,656	\$ 616	0.10%	
58XX	State Program Revenues	\$ 12,000	\$ -	\$ 12,000	0.00%	\$ 12,000	\$ -	0.00%	
59xx	Federal Program Revenues	\$ 1,708,914	\$ -	\$ 1,708,914	0.00%	\$ 1,708,914	\$ -	0.00%	
	TOTAL REVENUE	\$ 2,329,570	\$ 616	\$ 2,328,954	0.03%	\$ 2,329,570	\$ 616	0.03%	
EXPENDITURES									
61	PAYROLL COST	\$ 887,770	\$ 44,998	\$ 842,772	5.07%	\$ 887,770	\$ 44,998	5.07%	
62	PURCHASE & CONTRACTED	\$ 89,355	\$ 2,280	\$ 87,075	2.55%	\$ 89,355	\$ 2,280	2.55%	
63	SUPPLIES AND MATERIALS	\$ 1,289,211	\$ 2,474	\$ 1,286,737	0.19%	\$ 1,289,211	\$ 2,474	0.19%	
64	OTHER OPERATING EXP	\$ 17,150	\$ -	\$ 17,150	0.00%	\$ 17,150	\$ -	0.00%	
66	CPTL OUTLAY	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
	TOTAL EXPENDITURES	\$ 2,283,486	\$ 49,752	\$ 2,233,734	2.18%	\$ 2,283,486	\$ 49,752	2.18%	
7000	Other Sources		\$ -			\$ -			
8000	Other Uses		\$ -			\$ -			
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (49,136)				EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (49,136)		
3000	BEG FUND BAL 07/01/16	\$ 420,093	Unaudited						
3000	END FUND BAL 7/31/16	\$ 370,957	Unaudited						

Marble Falls Independent School District

Financial Report

July 29th, 2016

Check Payment Fund Summary

Expenditure to Budget Report

Check Payment Fund Summary

For Bills Paid

July 1 – July 31st, 2016

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
199	GENERAL FUND	13,600.00	0.00	199,978.68	213,578.68
211	TITLE I PART A, BASIC PROGRAMS	0.00	0.00	2,355.88	2,355.88
224	IDEA PART B FORMULA	0.00	0.00	1,026.10	1,026.10
240	FOOD SERVICE	0.00	0.00	5,019.57	5,019.57
242	SUMMER FEEDING PROGRAM-DHS	0.00	0.00	1,128.08	1,128.08
244	VOC. ED.-BASIC GRANT	0.00	0.00	3,193.27	3,193.27
352	21st CENTURY COMM LEARNING CEN	0.00	0.00	15,339.41	15,339.41
397	ADVANCED PLACEMENT INCENTIVES	0.00	0.00	549.00	549.00
410	INSTRUCTIONAL MATERIALS ALLOTM	0.00	0.00	213,770.00	213,770.00
***	Fund Summary Totals ***	13,600.00	0.00	442,359.99	455,959.99

***** End of report *****

Expenditure to Budget Report

July 29th, 2016

General Operating Fund

&

Food Service Fund

Obj	Obj	2016-17 ESTIMATED REVENUE	July 2016-17 MTHLY ACTIVITY	2016-17 Activity	REVENUE BALANCE	PERCENT REALIZED	2016-17 YTD %
199	GENERAL FUND						
5700	REVENUE-LOCAL & INTERMED						
	571- LOCAL REAL-PROPERTY TAXES	34,065,310.00	114,989.00	114,989.00	33,950,321.00	0.69	0.34
	572- REV FM SRVCS TO LOCAL ED AG	3,315.00	0.00	0.00	3,315.00	0.00	0.00
	573- TUITION & FEES FROM PATRONS	102,000.00	5,000.00	5,000.00	97,000.00	4.90	4.90
	574- TRANS FROM WITHIN STATE	201,500.00	6,887.35	6,887.35	194,612.65	21.04	3.42
	575- ENTERPRISING ACTIVITIES	96,900.00	18,440.00	18,440.00	78,460.00	24.66	19.03
	57-- REVENUE-LOCAL & INTERMED	34,469,025.00	145,316.35	145,316.35	34,323,708.65	0.88	0.42
5800	STATE PROGRAM REVENUES						
	581- PER CAPITA-FOUNDATION REV	2,581,638.00	77,644.00	77,644.00	2,503,994.00	3.01	3.01
	582- STATE REVENUE DISTRBD BY TEA	5,000.00	0.00	0.00	5,000.00	0.00	0.00
	583- TRS ON BEHALF BENEFIT	1,581,437.00	134,935.11	134,935.11	1,446,501.89	8.53	8.53
	58-- STATE PROGRAM REVENUES	4,168,075.00	212,579.11	212,579.11	3,955,495.89	5.10	5.10
5900	FEDERAL PROGRAM REVENUES						
	591- FEDERALLY DIST REVENUES	40,000.00	0.00	0.00	40,000.00	0.00	0.00
	592-	50,000.00	0.00	0.00	50,000.00	0.00	0.00
	593- VOC ED NON FOUNDATION	800,000.00	689.19	689.19	799,310.81	0.25	0.09
	59-- FEDERAL PROGRAM REVENUES	890,000.00	689.19	689.19	889,310.81	0.23	0.08
	---- GENERAL FUND	39,527,100.00	358,584.65	358,584.65	39,168,515.35	1.31	0.91

Obj	Obj	2016-17 ESTIMATED REVENUE	July 2016-17 MTHLY ACTIVITY	2016-17 Activity	REVENUE BALANCE	PERCENT REALIZED	2016-17 YTD %
240	FOOD SERVICE						
5700	REVENUE-LOCAL & INTERMED						
	574- TRANS FROM WITHIN STATE	2,200.00	259.92	259.92	1,940.08	11.81	11.81
	575- ENTERPRISING ACTIVITIES	606,456.00	356.40	356.40	606,099.60	0.06	0.06
	57-- REVENUE-LOCAL & INTERMED	608,656.00	616.32	616.32	608,039.68	0.10	0.10
5800	STATE PROGRAM REVENUES						
	582- STATE REVENUE DISTRBTD BY TEA	12,000.00	0.00	0.00	12,000.00	0.00	0.00
	58-- STATE PROGRAM REVENUES	12,000.00	0.00	0.00	12,000.00	0.00	0.00
5900	FEDERAL PROGRAM REVENUES						
	592-	1,708,914.00	0.00	0.00	1,708,914.00	0.00	0.00
	59-- FEDERAL PROGRAM REVENUES	1,708,914.00	0.00	0.00	1,708,914.00	0.00	0.00
	---- FOOD SERVICE	2,329,570.00	616.32	616.32	2,328,953.68	0.03	0.03

Number of Accounts: 46

***** End of report *****

	Obj	Obj	2016-17 ESTIMATED REVENUE	July 2016-17 MTHLY ACTIVITY	2016-17 Activity	REVENUE BALANCE	2016-17 YTD %
199		GENERAL FUND					
	5---	REVENUE	39,527,100.00	358,584.65	358,584.65	39,168,515.35	0.91
	----	GENERAL FUND	39,527,100.00	358,584.65	358,584.65	39,168,515.35	0.91
240		FOOD SERVICE					
	5---	REVENUE	2,329,570.00	616.32	616.32	2,328,953.68	0.03
	----	FOOD SERVICE	2,329,570.00	616.32	616.32	2,328,953.68	0.03

Number of Accounts: 46

***** End of report *****

Obj	Obj	2016-17 BUDGET	ENCUMBRANCE YTD	2016-17 EXPENDITURES	July 2016-17 ACTIVITY	2016-17 BALANCE	2016-17 YTD %
199	GENERAL FUND						
11	INSTRUCTION						
61--	PAYROLL COSTS	18,913,419.00	0.00	193,788.26	193,788.26	18,719,630.74	1.02
62--	PURCHASE & CONTRACTED SVS	293,053.00	44,150.94	2,870.54	2,870.54	246,031.52	0.98
63--	SUPPLIES AND MATERIALS	441,128.00	49,598.05	5,828.60	5,828.60	385,701.35	1.32
64--	OTHER OPERATING EXPENSES	38,355.00	0.00	998.00	998.00	37,357.00	2.60
----	INSTRUCTION	19,685,955.00	93,748.99	203,485.40	203,485.40	19,388,720.61	1.03
12	INST. RESOURCES & MEDIA SVCS						
61--	PAYROLL COSTS	334,344.00	0.00	1,320.03	1,320.03	333,023.97	0.39
62--	PURCHASE & CONTRACTED SVS	37,236.00	0.00	0.00	0.00	37,236.00	0.00
63--	SUPPLIES AND MATERIALS	56,125.00	0.00	0.00	0.00	56,125.00	0.00
64--	OTHER OPERATING EXPENSES	5,448.00	0.00	0.00	0.00	5,448.00	0.00
----	INST. RESOURCES & MEDIA S	433,153.00	0.00	1,320.03	1,320.03	431,832.97	0.30
13	CURRICULUM DEV & INST STFF DEV						
61--	PAYROLL COSTS	393,020.00	0.00	35,086.20	35,086.20	357,933.80	8.93
62--	PURCHASE & CONTRACTED SVS	69,120.00	5,238.80	0.00	0.00	63,881.20	0.00
63--	SUPPLIES AND MATERIALS	67,500.00	13,225.95	7,361.09	7,361.09	46,912.96	10.91
64--	OTHER OPERATING EXPENSES	48,152.00	2,852.79	903.40	903.40	44,395.81	1.88
----	CURRICULUM DEV & INST STF	577,792.00	21,317.54	43,350.69	43,350.69	513,123.77	7.50
21	INSTRUCTIONAL LEADERSHIP						
61--	PAYROLL COSTS	807,807.00	0.00	65,426.40	65,426.40	742,380.60	8.10
62--	PURCHASE & CONTRACTED SVS	100,956.00	3,636.12	803.42	803.42	96,516.46	0.80
63--	SUPPLIES AND MATERIALS	19,291.00	875.00	-407.45	-407.45	18,823.45	-2.11
64--	OTHER OPERATING EXPENSES	18,890.00	1,361.00	339.00	339.00	17,190.00	1.79
----	INSTRUCTIONAL LEADERSHIP	946,944.00	5,872.12	66,161.37	66,161.37	874,910.51	6.99

Obj	Obj	2016-17 BUDGET	ENCUMBRANCE YTD	2016-17 EXPENDITURES	July 2016-17 ACTIVITY	2016-17 BALANCE	2016-17 YTD %
99	GENERAL FUND						
03	SCHOOL LEADERSHIP						
	61-- PAYROLL COSTS	1,983,388.00	0.00	78,878.77	78,878.77	1,904,509.23	3.98
	62-- PURCHASE & CONTRACTED SVS	29,259.00	16,276.92	1,479.72	1,479.72	11,502.36	5.06
	63-- SUPPLIES AND MATERIALS	44,643.00	3,606.64	1,246.21	1,246.21	39,790.15	2.79
	64-- OTHER OPERATING EXPENSES	17,402.00	0.00	0.00	0.00	17,402.00	0.00
	---- SCHOOL LEADERSHIP	2,074,692.00	19,883.56	81,604.70	81,604.70	1,973,203.74	3.93
11	GUIDANCE & COUNSELING						
	61-- PAYROLL COSTS	1,011,878.00	0.00	22,454.91	22,454.91	989,423.09	2.22
	62-- PURCHASE & CONTRACTED SVS	8,820.00	0.00	0.00	0.00	8,820.00	0.00
	63-- SUPPLIES AND MATERIALS	24,567.00	223.56	0.00	0.00	24,343.44	0.00
	64-- OTHER OPERATING EXPENSES	12,045.00	1,650.00	0.00	0.00	10,395.00	0.00
	---- GUIDANCE & COUNSELING	1,057,310.00	1,873.56	22,454.91	22,454.91	1,032,981.53	2.12
12	SOCIAL WORK SERVICES						
	61-- PAYROLL COSTS	48,817.00	0.00	4,057.37	4,057.37	44,759.63	8.31
	---- SOCIAL WORK SERVICES	48,817.00	0.00	4,057.37	4,057.37	44,759.63	8.31
13	HEALTH SERVICES						
	61-- PAYROLL COSTS	376,994.00	0.00	3,554.15	3,554.15	373,439.85	0.94
	62-- PURCHASE & CONTRACTED SVS	1,160.00	0.00	0.00	0.00	1,160.00	0.00
	63-- SUPPLIES AND MATERIALS	9,614.00	0.00	0.00	0.00	9,614.00	0.00
	64-- OTHER OPERATING EXPENSES	1,035.00	0.00	0.00	0.00	1,035.00	0.00
	---- HEALTH SERVICES	388,803.00	0.00	3,554.15	3,554.15	385,248.85	0.91
14	PUPIL TRANSPORTATION						
	61-- PAYROLL COSTS	1,334,505.00	0.00	-53,672.04	-53,672.04	1,388,177.04	-4.02
	62-- PURCHASE & CONTRACTED SVS	32,560.00	6,960.72	5,175.84	5,175.84	20,423.44	15.90
	63-- SUPPLIES AND MATERIALS	360,650.00	64,667.95	3,429.79	3,429.79	292,552.26	0.95
	64-- OTHER OPERATING EXPENSES	-96,732.00	905.81	-8,704.25	-8,704.25	-88,933.56	9.00

Obj	Obj	2016-17 BUDGET	ENCUMBRANCE YTD	2016-17 EXPENDITURES	July 2016-17 ACTIVITY	2016-17 BALANCE	2016-17 YTD %
199	GENERAL FUND						
34	PUPIL TRANSPORTATION						
	66-- CPTL OUTLY LAND BLDG & EQ	73,454.00	0.00	0.00	0.00	73,454.00	0.00
	---- PUPIL TRANSPORTATION	1,704,437.00	72,534.48	-53,770.66	-53,770.66	1,685,673.18	-3.15
36	COCURR./EXTRACURR.ACTIVITIES						
	61-- PAYROLL COSTS	895,780.00	0.00	29,963.44	29,963.44	865,816.56	3.34
	62-- PURCHASE & CONTRACTED SVS	153,865.00	6,785.27	2,904.57	2,904.57	144,175.16	1.89
	63-- SUPPLIES AND MATERIALS	174,095.00	6,287.54	7.22	7.22	167,800.24	0.00
	64-- OTHER OPERATING EXPENSES	352,514.00	3,742.00	17,310.95	17,310.95	331,461.05	4.91
	66-- CPTL OUTLY LAND BLDG & EQ	152,750.00	0.00	0.00	0.00	152,750.00	0.00
	---- COCURR./EXTRACURR.ACTIVIT	1,729,004.00	16,814.81	50,186.18	50,186.18	1,662,003.01	2.90
11	GENERAL ADMINISTRATION						
	61-- PAYROLL COSTS	918,218.00	0.00	84,228.74	84,228.74	833,989.26	9.17
	62-- PURCHASE & CONTRACTED SVS	121,850.00	14,843.20	6,850.09	6,850.09	100,156.71	5.62
	63-- SUPPLIES AND MATERIALS	57,155.00	10,324.05	668.48	668.48	46,162.47	1.17
	64-- OTHER OPERATING EXPENSES	112,720.00	12,126.99	1,533.79	1,533.79	99,059.22	1.36
	---- GENERAL ADMINISTRATION	1,209,943.00	37,294.24	93,281.10	93,281.10	1,079,367.66	7.71
11	PLANT MAINTENANCE & OPERATIONS						
	61-- PAYROLL COSTS	2,191,994.00	0.00	182,598.97	182,598.97	2,009,395.03	8.33
	62-- PURCHASE & CONTRACTED SVS	1,685,717.00	117,284.56	15,474.12	15,474.12	1,552,958.32	0.92
	63-- SUPPLIES AND MATERIALS	417,900.00	105,625.52	2,193.67	2,193.67	310,080.81	0.52
	64-- OTHER OPERATING EXPENSES	181,100.00	3,660.00	0.00	0.00	177,440.00	0.00
	66-- CPTL OUTLY LAND BLDG & EQ	87,814.00	0.00	0.00	0.00	87,814.00	0.00
	---- PLANT MAINTENANCE & OPERA	4,564,525.00	226,570.08	200,266.76	200,266.76	4,137,688.16	4.39

	Obj	Obj	2016-17 BUDGET	ENCUMBRANCE YTD	2016-17 EXPENDITURES	July 2016-17 ACTIVITY	2016-17 BALANCE	2016-17 YTD %
199		GENERAL FUND						
52		SECURITY & MONITORING SERVICES						
	61--	PAYROLL COSTS	48,817.00	0.00	4,057.43	4,057.43	44,759.57	8.31
	62--	PURCHASE & CONTRACTED SVS	68,400.00	0.00	0.00	0.00	68,400.00	0.00
	63--	SUPPLIES AND MATERIALS	5,500.00	0.00	0.00	0.00	5,500.00	0.00
	----	SECURITY & MONITORING SER	122,717.00	0.00	4,057.43	4,057.43	118,659.57	3.31
53		DATA PROCESSING SERVICES						
	61--	PAYROLL COSTS	605,887.00	0.00	52,945.99	52,945.99	552,941.01	8.74
	62--	PURCHASE & CONTRACTED SVS	206,845.00	108,180.88	5,253.03	5,253.03	93,411.09	2.54
	63--	SUPPLIES AND MATERIALS	281,683.00	8,983.49	14,118.15	14,118.15	258,581.36	5.01
	64--	OTHER OPERATING EXPENSES	30,000.00	0.00	110.16	110.16	29,889.84	0.37
	66--	CPTL OUTLY LAND BLDG & EQ	70,237.00	0.00	0.00	0.00	70,237.00	0.00
	----	DATA PROCESSING SERVICES	1,194,652.00	117,164.37	72,427.33	72,427.33	1,005,060.30	6.06
51		COMMUNITY SERVICES						
	61--	PAYROLL COSTS	39,691.00	0.00	2,916.37	2,916.37	36,774.63	7.35
	62--	PURCHASE & CONTRACTED SVS	20,000.00	0.00	0.00	0.00	20,000.00	0.00
	----	COMMUNITY SERVICES	59,691.00	0.00	2,916.37	2,916.37	56,774.63	4.89
31		INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	3,499,700.00	0.00	147,258.00	147,258.00	3,352,442.00	4.21
	----	INTERGOVERNMENTAL CHARGES	3,499,700.00	0.00	147,258.00	147,258.00	3,352,442.00	4.21
39		OTHR INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	650,000.00	0.00	0.00	0.00	650,000.00	0.00
	----	OTHR INTERGOVERNMENTAL CH	650,000.00	0.00	0.00	0.00	650,000.00	0.00
	----	GENERAL FUND	39,948,135.00	613,073.75	942,611.13	942,611.13	38,392,450.12	2.36

COMPARISON OF EXPENDITURES & ENCUMBRANCE TO BUDGET (Date: 7/2016)

Obj	Obj	2016-17 BUDGET	ENCUMBRANCE YTD	2016-17 EXPENDITURES	July 2016-17 ACTIVITY	2016-17 BALANCE	2016-17 YTD %
140	FOOD SERVICE						
15	FOOD SERVICES						
	61-- PAYROLL COSTS	887,770.00	0.00	44,997.82	44,997.82	842,772.18	5.07
	62-- PURCHASE & CONTRACTED SVS	89,355.00	1,977.80	2,279.80	2,279.80	85,097.40	2.55
	63-- SUPPLIES AND MATERIALS	1,289,211.00	30,474.73	2,474.29	2,474.29	1,256,261.98	0.19
	64-- OTHER OPERATING EXPENSES	17,150.00	0.00	0.00	0.00	17,150.00	0.00
	---- FOOD SERVICES	2,283,486.00	32,452.53	49,751.91	49,751.91	2,201,281.56	2.18
	---- FOOD SERVICE	2,283,486.00	32,452.53	49,751.91	49,751.91	2,201,281.56	2.18

Number of Accounts: 1924

***** End of report *****

Obj	Obj	2016-17 BUDGET	ENCUMBRANCE YTD	2016-17 EXPENDITURES	July 2016-17 ACTIVITY	2016-17 BALANCE	2016-17 YTD %
199	GENERAL FUND						
6---	EXPENDITURES	39,948,135.00	613,073.75	942,611.13	942,611.13	38,392,450.12	2.36
----	GENERAL FUND	39,948,135.00	613,073.75	942,611.13	942,611.13	38,392,450.12	2.36
240	FOOD SERVICE						
6---	EXPENDITURES	2,283,486.00	32,452.53	49,751.91	49,751.91	2,201,281.56	2.18
----	FOOD SERVICE	2,283,486.00	32,452.53	49,751.91	49,751.91	2,201,281.56	2.18

Number of Accounts: 1924

***** End of report *****

Fnd T	Fn	Obj	Sb	Org	F	Pr	L	L2	Fnd	Obj															
Date	Src	Sub	Batch	Vendor Name/Ref			PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount												
622 E 11 6399 05 001 0 22 0 00	CPF - CATE	GENERAL SUPPLIES																							
<u>P.O. #</u>	<u>*Year</u>	<u>Description</u>			<u>Vendor</u>	<u>P.O. Date</u>	<u>PO Amount</u>	<u>PO Enc Amount</u>	<u>Liquidated</u>	<u>Adj Enc Amount</u>	<u>Amount Open</u>	<u>Sts</u>													
6001600067	2015	MT - HS LIGHTING PROJECT			E3 ENTEGRAL SOLUTION	05/27/2016	5,635.00	5,635.00	0.00	0.00	5,635.00	O													
		*Total					5,635.00	5,635.00	0.00	0.00	5,635.00														
		*622 E 11 6399 05 001 0 22 0 00																					0.00		
622 E 11 6399 10 001 0 22 0 00	CPF - CATE	GENERAL SUPPLIES																							
<u>P.O. #</u>	<u>*Year</u>	<u>Description</u>			<u>Vendor</u>	<u>P.O. Date</u>	<u>PO Amount</u>	<u>PO Enc Amount</u>	<u>Liquidated</u>	<u>Adj Enc Amount</u>	<u>Amount Open</u>	<u>Sts</u>													
6001600067	2015	MT - HS LIGHTING PROJECT			E3 ENTEGRAL SOLUTION	05/27/2016	7,044.00	7,044.00	0.00	0.00	7,044.00	O													
		*Total					7,044.00	7,044.00	0.00	0.00	7,044.00														
		*622 E 11 6399 10 001 0 22 0 00																					0.00		
622 E 11 63-- -- -- -- -- --	CPF - CATE																								
622 E 11 ---- -- -- -- -- --	CPF - CATE																								
622 E 81 6629 07 001 0 22 0 00	CPF - CATE	BUILDING PURCHASE/CONST/IMPRVM																							
07/28/16	AP	JB	INTERNATIONAL GREENHOUSE COMPANY			221700000	REPLACEMENT PO FOR '15-'16 PO	489643		07/28/16	1495	07/28/16	3,618.00												
			APPROVED FOR HORTICULTURE GROWING TABLES																						
			July										3,618.00												
			*622 E 81 6629 07 001 0 22 0 00																				3,618.00		
			*Accounts Payable																					3,618.00	
622 E 81 6629 10 001 0 22 0 00	CPF - CATE	BUILDING PURCHASE/CONST/IMPRVM																							
			*622 E 81 6629 10 001 0 22 0 00																						0.00
622 E 81 66-- -- -- -- -- --	CPF - CATE																								
622 E 81 ---- -- -- -- -- --	CPF - CATE																								
622 - -- ---- -- -- -- -- --	CPF - CATE																								
651 E 51 6249 35 103 0 99 0 00	CPF - MAINTENANCE	CONTRACTED MAINTENANCE & REPAIR																							
<u>P.O. #</u>	<u>*Year</u>	<u>Description</u>			<u>Vendor</u>	<u>P.O. Date</u>	<u>PO Amount</u>	<u>PO Enc Amount</u>	<u>Liquidated</u>	<u>Adj Enc Amount</u>	<u>Amount Open</u>	<u>Sts</u>													
6001700009	2016	W.O. #1404 - HS RR RNVTN			DECKER EQUIPMENT	07/19/2016	82.12	82.12	0.00	0.00	82.12	O													
		*Total					82.12	82.12	0.00	0.00	82.12														
		*651 E 51 6249 35 103 0 99 0 00																					0.00		
651 E 51 62-- -- -- -- -- --	CPF - MAINTENANCE																								
651 E 51 6399 49 001 0 99 0 00	CPF - MAINTENANCE	GENERAL SUPPLIES																							
<u>P.O. #</u>	<u>*Year</u>	<u>Description</u>			<u>Vendor</u>	<u>P.O. Date</u>	<u>PO Amount</u>	<u>PO Enc Amount</u>	<u>Liquidated</u>	<u>Adj Enc Amount</u>	<u>Amount Open</u>	<u>Sts</u>													
6001600067	2015	MT - HS LIGHTING PROJECT			E3 ENTEGRAL SOLUTION	05/27/2016	45,435.00	45,435.00	0.00	0.00	45,435.00	O													
6001600067	2015	MT - HS LIGHTING PROJECT			E3 ENTEGRAL SOLUTION	05/27/2016	16,906.00	16,906.00	0.00	0.00	16,906.00	O													

* The Year column displays the first year of the fiscal year pair (2016 for 2016-2017).

Fnd T Fn Obj Sb Org F Pr L L2 Fnd Obj

651 E 51 6399 49 001 0 99 0 00 (continued)

Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount
P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts	
					*Total	62,341.00	62,341.00	0.00	0.00	62,341.00	
					*651 E 51 6399 49 001 0 99 0 00						0.00

651 E 51 63-- -- -- -- -- CPF - MAINTENANCE

651 E 51 ----- -- -- -- -- CPF - MAINTENANCE

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
651 E 81 6629 41 041 0 99 0 00 CPF - MAINTENANCE BUILDING PURCHASE/CONST/IMPRVM										
6001600075	2015	MT - MS & HS TILE PROJECTS	MIKE'S FLOORCOVERING	06/16/2016	13,284.50	13,284.50	0.00	0.00	13,284.50	O
6001700002	2016	W.O. #1327 - MS 6TH GR RR REMO	LOWE'S OF MARBLE FAL	07/14/2016	150.00	150.00	0.00	0.00	150.00	O
6001700008	2016	W.O. #1327 - MS 6TH GR RR RNV	DECKER EQUIPMENT	07/19/2016	656.87	656.87	0.00	0.00	656.87	O
6001700011	2016	W.O. #1327 - MS 6TH GR RR RNV	FERGUSON ENTERPRISES	07/20/2016	3,500.00	3,500.00	0.00	0.00	3,500.00	O
6001700012	2016	W.O. #1327 - MS 6TH GR RR RNV	FORD & CREW HOME AND	07/20/2016	150.00	150.00	0.00	0.00	150.00	O
				*Total	17,741.37	17,741.37	0.00	0.00	17,741.37	
				*651 E 81 6629 41 041 0 99 0 00						0.00

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
651 E 81 6629 48 001 0 99 0 00 CPF - MAINTENANCE BUILDING PURCHASE/CONST/IMPRVM										
6001600075	2015	MT - MS & HS TILE PROJECTS	MIKE'S FLOORCOVERING	06/16/2016	36,638.21	36,638.21	0.00	0.00	36,638.21	O
6001700000	2016	MT - HS/MS TAK BOARDS	SCHOOL SPECIALTY INC	07/11/2016	4,320.12	4,320.12	0.00	0.00	4,320.12	O
6001700003	2016	W.O. #1426 - HS TILE HALLWAY	THE HOME DEPOT	07/14/2016	200.00	200.00	0.00	0.00	200.00	O
6001700006	2016	W.O. #1426 - HS HALLWAY RNV	SHIFFLER EQUIPMENT S	07/19/2016	317.00	317.00	0.00	0.00	317.00	H
				*Total	41,475.33	41,475.33	0.00	0.00	41,475.33	
				*651 E 81 6629 48 001 0 99 0 00						0.00

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
651 E 81 6629 50 041 0 99 0 00 CPF - MAINTENANCE BUILDING PURCHASE/CONST/IMPRVM										
6001600075	2015	MT - MS & HS TILE PROJECTS	MIKE'S FLOORCOVERING	06/16/2016	32,520.96	32,520.96	35,000.00	2,479.04	0.00	O
6001700001	2016	MT - MS 6TH GR INSTALL CORK BO	SCHOOL SPECIALTY INC	07/11/2016	1,927.84	1,927.84	0.00	0.00	1,927.84	O
				*Total	34,448.80	34,448.80	35,000.00	2,479.04	1,927.84	
				*651 E 81 6629 50 041 0 99 0 00						0.00

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
651 E 81 6629 61 041 0 99 0 00 CPF - MAINTENANCE BUILDING PURCHASE/CONST/IMPRVM										
				07/31/16	JE	16-00066	2	VOID CHECK 1493		
								July		
									-1,997.66	
									-1,997.66	
6001700004	2016	W.O. #845 - MS WT RM RNV	FORD & CREW HOME AND	07/19/2016	250.00	250.00	0.00	0.00	250.00	O
6001700005	2016	W.O. #845 - MS WT RM RNV	FOXWORTH-GALBRAITH L	07/19/2016	1,000.00	1,000.00	0.00	0.00	1,000.00	O

* The Year column displays the first year of the fiscal year pair (2016 for 2016-2017).

Fnd T Fn Obj Sb Org F Pr L L2 Fnd Obj

651 E 81 6629 61 041 0 99 0 00 (continued)

Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount
P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount	Open	Sts
6001700010	2016	W.O. #845 - MS WEIGHT RM RNVTN	SHERWIN-WILLIAMS CO	07/19/2016	300.00	300.00	0.00	0.00	300.00	0	
		*Total			1,550.00	1,550.00	0.00	0.00	1,550.00		
		*651 E 81 6629 61 041 0 99 0 00									-1,997.66
		*Journal Entries									-1,997.66
651 E 81 66--	--	---	---	---	---	---	---	---	---	---	CPF - MAINTENANCE
651 E 81 ----	---	---	---	---	---	---	---	---	---	---	CPF - MAINTENANCE
651 - - - - -	---	---	---	---	---	---	---	---	---	---	CPF - MAINTENANCE

Total for Accounts Payable 3,618.00
 Total for Journal Entries -1,997.66
 Grand Total 1,620.34

Number of Accounts: 10

** The report displays only accounts with activity in the date range selected.

***** End of report *****

Marble Falls Independent School District

INTEROFFICE MEMORANDUM

Date: August 24, 2016

To: Board of Trustees and Dr. Allen

From: Lisa LeMon, Executive Director of Finance

Subject: List of Purchasing Cooperatives for Fiscal Year 2016-17 – For Information Only

In order to be in compliance with HB 273, the following information is presented for information only.

The following cooperatives will be used by Marble Falls ISD for the 2016-17 fiscal year:

Name of Cooperative	Annual Fee
Region 20-13 Purchasing Cooperative	\$875
Buy Board	\$0
The Interlocal Purchasing System (TIPS)	\$0
The Cooperative Purchasing Network (TCPN)	\$0
State Comptroller (DIR)	\$0
Harris County Department of Education	\$0
1 Governmental Procurement Alliance	\$0
Central Texas Purchasing Alliance	\$50

The coops provide the following services to the district: facilitate the bid process with vendors, communicate with the vendors, evaluate vendor performance, and provide technical assistance to coop members.

**Marble Falls ISD has an unyielding commitment to love every child
and inspire them to achieve their fullest potential.**

**Marble Falls Independent School District
Annual Investment Report
June 30, 2016**

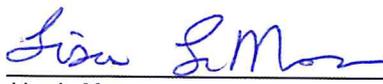
Investment Description	Average Yield	Maturity Date	Beginning Market Value	Accrued / Paid Interest	Deposits & Withdrawals	Ending Market Value
General Fund:						
FSB - Finance	0.30%	Liquid	\$ 311,463.58	\$ 699.18	\$ 35,948.14	\$ 348,110.90
FSB - Money Market	0.30%	Liquid	\$ 14,497,220.63	\$ 12,546.36	\$ (13,226,447.94)	\$ 1,283,319.05
FSB - Payroll	0.30%	Liquid	\$ 1,712,758.37	\$ 5,369.45	\$ (965,140.97)	\$ 752,986.85
Lone Star	0.56%	Liquid	\$ 10,638.32	\$ 50,226.92	\$ 14,647,383.59	\$ 14,708,248.83
1 Month CD*	0.50%	01/27/16	-	\$ 98.92	-	-
3 Month CD*	0.50%	03/23/16	-	\$ 1,512.09	-	-
7 Month CD*	0.60%	09/19/16	-	\$ 1,498.10	\$ 249,000.00	\$ 249,000.00
9 Month CD*	0.60%	11/29/16	-	\$ 1,247.48	\$ 248,000.00	\$ 248,000.00
1 Year CD*	0.75%	03/03/17	-	\$ 1,498.34	\$ 248,000.00	\$ 248,000.00
Total General Fund			\$ 16,532,080.90	\$ 74,696.84	\$ 1,236,742.82	\$ 17,837,665.63
Debt Service Fund:						
FSB - Debt Service	0.30%	Liquid	\$ 8,151,120.42	\$ 9,082.27	\$ (8,081,640.42)	\$ 78,562.27
Lone Star	0.56%	Liquid	\$ 10,867.64	\$ 6,992.04	\$ 6,343,212.24	\$ 6,361,071.92
6 Month CD*	0.65%	06/30/16	-	\$ 807.03	-	-
9 Month CD*	0.75%	09/23/16	-	\$ 3,531.45	\$ 248,000.00	\$ 248,000.00
1 Year CD*	1.08%	06/30/17	-	-	\$ 249,000.00	\$ 249,000.00
Total Debt Service Fund			\$ 8,161,988.06	\$ 20,412.79	\$ (1,241,428.18)	\$ 6,936,634.19
Capital Projects Fund:						
FSB - Capital Projects	0.30%	Liquid	\$ 2,691,773.27	\$ 5,035.49	\$ (1,800,887.80)	\$ 895,920.96
Total Capital Projects Fund			\$ 2,691,773.27	\$ 5,035.49	\$ (1,800,887.80)	\$ 895,920.96
Total Investments			\$ 27,385,842.23	\$ 100,145.12	\$ (1,805,573.16)	\$ 25,670,220.78

*Interest paid, not added to principal

This annual report is in compliance with the Board approved investment policy and the Public Funds Investment Act
Texas Government Code (Chapter 2256)



David Hemond
Accounting Supervisor



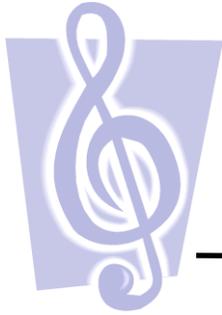
Lisa LeMon
Executive Director of Finance



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		



Marble Falls High School Band



2101 Mustang Drive Brad Behrens, Director of Bands, ext. 7120
Marble Falls, Texas 78654 Brandon Sinde, Assistant Director, ext. 7163
(830)693-4375

Marble Falls High School Band Spring Trip

Dates of Trip: May 28-June 1, 2017

Destination: Washington, D.C.

Educational Activity: The Marble Falls High School will participate in the National Memorial Day Parade

Cost per person: approximately \$1400.00 per person.

Transportation: School Bus, Airline, and Charter Bus

Fundraising Opportunities: Poinsettia sales, Golf Tournament, HEB gift card sales, Fish Fry, Walkway of Lights Santa Pictures and Concessions, Easter Pictures.

Other pending fundraising opportunities: Fun Run, catalogue sales,

There will be No MFISD funds used for this Spring Trip. The Marble Falls High School Band Boosters will be assisting the High School Band students in financial preparation for this trip.

**Marble Falls High School Band
Washington D.C.
May 28 - June 1 2017**

Tentative Pre -Trip Plans

Friday May 26

_____UHaul departs for D.C. with uniforms, instruments, luggage

Saturday May 27th

_____Band performs for Graduation

Post Graduation, Seniors participate in Project Graduation

Tentative Trip Itinerary

Sunday, May 28th

Depart from **Marble Falls High School** on School Bus for departure airport
Fly to Washington D.C.
Arrive Washing ton D.C.
Visit Air and Space Museum
Visit National Archives
Dinner
Hotel Check in Fairfield Inn (Maryland)

Monday, May 29 Performance Day

Breakfast at Hotel
National Memorial Day Parade (televised)

Tuesday, May 30

Breakfast at the Hotel
Visit American History Museum
Box Lunch
City Tour
Dinner
City Lights and Monument Tour

Wednesday May 31

Breakfast at the Hotel
American History Museum
Box Lunch
Arlington National Cemetery
Dinner Cruise

Thursday, June 1, 2017

Breakfast at the Hotel
Travel Day Back to Marble Falls

MFHS Band Spring Trip 2016
Trip cost breakdown

Trip cost per person \$1400.00 based on 80 people attending

Air line Ticket estimated \$500.00* per person

Hotel \$208.00 (4 nights) (3 breakfasts)

Meals: 3 dinners, 1 dinner cruise, 1 lunch, 1 box lunch and
city tour. \$250.00

Bus transportation in D.C. \$205.00

Parade fee \$118.75

Bus Tips \$9.00

Restaurant Tips if not included in meal cost \$5.25

Security Costs \$14.00

U-Haul rental, Gas, etc. \$50.00

Estimated double and single room occupancy overages
\$30.00

Estimated miscellaneous, unexpected expenses \$10.00

Student Fundraising Opportunities

Band Booster Fish Fry Aug. 14, 2016

Band Poinsettia Fundraiser October 2016

Walkway of light Concessions and Santa Photos Dec. 2016

Easter Bunny Pictures MARble Falls April 2016

Band Booster Golf Tournament 2016-2017

Other Possibilities Band Booster Fun Run 2017



NATIONAL MEMORIAL DAY PARADE

PRIDE ★ SACRIFICE ★ SERVICE

1440 South Priest Drive, Suite 102, Tempe, Arizona 85281-6954
phone 480.894.3330 fax 480.894.5137

July 8, 2016

Bradley Behrens
Director of Bands
Marble Falls High School
213 Meadowlakes
Marble Falls TX 78654

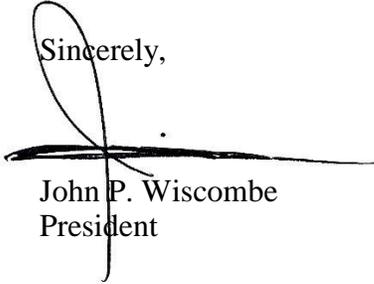
Dear Mr. Behrens,

We have received your parade application materials and deposit. Upon review of your submission, the National Memorial Day Parade Selection Committee is very pleased to inform you that the **Marble Falls High School Mustang Band** has been accepted as an official representative of the State of Texas in the 2017 National Memorial Day Parade.

This acceptance is a result of the very high accomplishments of your band program. You are to be congratulated. The committee was impressed with your background and credentials. We welcome your band as an important unit in this national event.

Again — congratulations! We look forward to seeing your band perform in our nation's capital.

Sincerely,



John P. Wiscombe
President



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		



National FFA Convention & Expo Educational Standards

Created: 11/2015 by the National FFA Organization

This document serves as a guideline to assist advisors in planning, attending, and implementing pre- and post-trip processing and work. Standards for the National FFA Convention and Expo are suggested standards based on the projected central theme, objectives, content and activities of main events. While every standard listed may not be covered during each individual portion of the National FFA Convention and Expo, these lists should serve as a guideline to validate and actualize educational relevancy for attending the National FFA Convention and Expo.

OVERALL STUDENT LEARNING OBJECTIVES

After completing these activities students will...

1. Discover and experience premier leadership, personal growth, and career success.
2. Demonstrate and explore leadership and career skills.

MAJOR ACTIVITIES CONSIDERED

This is not a complete list of all National FFA Convention & Expo activities. Rather a listing of major events throughout the duration of the week.

1. Agriscience Fair
2. Award Interviews
3. Career Development Events
4. Career Success Tours
5. Exposition Hall (Agricultural Companies and Colleges)
6. General Sessions
7. Leadership Workshops
8. National Days of Service
9. Talent/Band/Chorus

THESE ACTIVITIES ARE ALIGNED TO THE FOLLOWING STANDARDS:

AFNR Performance Element

- CS.01. Analyze how issues, trends, technologies and public policies impact systems in the Agriculture, Food & Natural Resources Career Cluster
- CS.02. Evaluate the nature and scope of the Agriculture, Food & Natural Resources Career Cluster and the role of agriculture, food and natural resources (AFNR) in society and the economy.
- CS.03. Examine and summarize the importance of health, safety and environmental management systems in AFNR workplaces.
- CS.04. Demonstrate stewardship of natural resources in AFNR activities.
- CS.05. Describe career opportunities and means to achieve those opportunities in each of the Agriculture, Food & Natural Resources career pathways.
- CS.06. Analyze the interaction among AFNR systems in the production, processing and management of food, fiber and fuel and the sustainable use of natural resources.

FFA Precept

- FFA.PL-A.Action: Assume responsibility and take the necessary steps to achieve the desired results, no matter what the goal or task at hand.
- FFA.PL-C.Vision: Visualize the future and how to get there.
- FFA.PL-E.Awareness: Understand personal vision, mission and goals.
- FFA.PL-F.Continuous Improvement: Accept responsibility for learning and personal growth.
- FFA.PG-I.Professional Growth: Assume responsibility for attaining and improving upon the skills needed for career

success.

- FFA.PG-J.Mental Growth: Embrace cognitive and intellectual development relative to reasoning, thinking and coping
- FFA.CS-M.Communication: Effectively interact with others in personal and professional settings.
- FFA.CS-N.Decision Making: Analyze a situation and execute an appropriate course of action.

Common Career Technical Core

- AG1 Analyze how issues, trends, technologies and public policies impact systems in the Agriculture, Food & Natural Resources Career Cluster.
- AG2 Evaluate the nature and scope of the Agriculture, Food & Natural Resources Career Cluster and the role of agriculture, food, and natural resources (AFNR) in society and the economy.
- AG3 Examine and summarize the importance of health, safety, and environmental management systems in AFNR businesses.
- AG5 Describe career opportunities and means to achieve those opportunities in each of the Agriculture, Food & Natural Resources Career Pathways.
- AG6 Analyze the interaction among AFNR systems in the production, processing, and management of food, fiber, and fuel and the sustainable use of natural resources.

NASDCTEC

- AGC02.02 Employ the use of technical information effectively to maintain and communicate records and reporting procedures commonly used in the AFNR cluster.
- AGC05.02 Identify how key organizational systems affect organizational performance and the quality of products and services to demonstrate an understanding of how AFNR systems are managed and improved.
- AGC08.01 Demonstrate workplace ethics specific to AFNR occupations in order to reflect effective stewardship of resources.
- AGC09.02 Select, research and examine critical aspects of career opportunities in one or more AFNR career pathways in order to gain an understanding of the breadth of occupations within this cluster.
- AGC10.03 Compare and contrast issues affecting the AFNR industry including biotechnology, employment, safety, environmental and animal welfare to demonstrate an understanding of the trends and issues important to careers in this industry.
- AGC10.04 Envision emerging technology and globalization and project its influence on widespread markets to demonstrate an understanding of technologies and trends that will impact the AFNR industry.

Common Core- Reading: Informational Text

- CCSS.ELA-Literacy.RI.9-10.3 Analyze how the author unfolds an analysis or series of ideas or events, including the order in which the points are made, how they are introduced and developed, and the connections that are drawn between them.

Common Core- Speaking and Listening

- CCSS.ELA-Literacy.SL.9-10.1 Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 9-10 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.
- CCSS.ELA-Literacy.SL.9-10.2 Integrate multiple sources of information presented in diverse media or formats (e.g., visually, quantitatively, orally) evaluating the credibility and accuracy of each source.
- CCSS.ELA-Literacy.SL.9-10.4 Present information, findings, and supporting evidence clearly, concisely, and logically such that listeners can follow the line of reasoning and the organization, development, substance, and style are appropriate to purpose, audience, and task.
- CCSS.ELA-Literacy.SL.11-12.1 Initiate and participate effectively in a range of collaborative discussions (one-on-one, in groups, and teacher-led) with diverse partners on grades 11-12 topics, texts, and issues, building on others' ideas and expressing their own clearly and persuasively.

Common Core- Language

- CCSS-ELA-Literacy.L.9-10.3 Apply knowledge of language to understand how language functions in different contexts, to make effective choices for meaning or styles, and to comprehend more fully when reading or listening.

Common Core- Literacy in Science & Technical Subjects: Writing

- CCSS.ELA-Literacy.WHST.9.10.6 Use technology, including the Internet, to produce, publish, and update individual or shared writing products, taking advantage of technology's capacity to link to other information and to display information flexibly and dynamically.

Common Core- Math Practices

- MP6 Attend to precision.

Next Generation Science

- HS-ETS1-3 Evaluate a solution to a complex real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics as well as possible social, cultural, and environmental impacts.

Green/Sustainability Knowledge and Skill Statements

- AFNR Career Cluster, Statement 7 Demonstrate an understanding of green and sustainability trends that are impacting processes and markets in AFNR.

AFNR Career Ready Practices

- CRP.04. Communicate clearly, effectively, and with reason. Career-ready individuals communicate thoughts, ideas and action plans with clarity, whether using written, verbal and/or visual methods.

- CRP.05. Consider the environmental, social and economic impact of decisions. Career-ready individuals understand the interrelated nature of their actions and regularly make decisions that positively impact and/or mitigate negative impact on other people, organizations and the environment.
- CRP.08. Utilize critical thinking to make sense of problems and persevere in solving them. Career-ready individuals readily recognize problems in the workplace, understand the nature of the problem, and devise effective plans to solve the problem.

Partnership for 21st Century Skills

- Communication
- Critical Thinking and Problem Solving
- Financial, Economic, Business, and Entrepreneurial Literacy
- Flexibility and Adaptability
- Information, Communications, and Technology Literacy
- Initiative and Self-Direction
- Leadership and Responsibility
- Global Awareness
- Technology Literacy
- Think Creatively



Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Open Session Executive Session Recognition	
Date Submitted:	Administrative Report Consent Agenda Regular Agenda Information/Discussion	
Subject:		
Executive Summary:		
Fiscal Impact:	Funding Source:	Fiscal Year:
Cost: Recurring One-Time No Fiscal Impact	General Fund Grant Funds Other Funds (Specify)	Amendment Required? Yes No
Superintendent's Recommendation:		
Department Submitting:		Requested By:
Cabinet Member's Approval:		
Board Approval Required: Yes No		

Explanatory Notes

TASB Localized Policy Manual Update 105

District: Marble Falls ISD

ATTN (NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

Please note: Update 105 includes revisions throughout the policy manual based on the passage of the Every Student Succeeds Act (ESSA), signed into law December 10, 2015, which replaces the previous version of the law—the No Child Left Behind Act (NCLBA)—and reauthorizes the Elementary and Secondary Education Act (ESEA).

AIA (LEGAL) ACCOUNTABILITY
ACCREDITATION AND PERFORMANCE INDICATORS

Existing detail from the Administrative Code has been added regarding the requirement for a district that has received an accreditation status of accredited-warned, accredited-probation, or not accredited-revoked to post notice of the status in various locations and otherwise communicate the notice. See NOTICE OF STATUS beginning on page 3.

Other changes are to better reflect statute and to add existing statutory detail regarding PERFORMANCE RATINGS.

AIB (LEGAL) ACCOUNTABILITY
PERFORMANCE REPORTING

Beginning on page 5, new requirements from ESSA regarding the FEDERAL REPORT CARD replace outdated provisions from the NCLBA. ESSA requires a district that receives Title I funding to prepare and disseminate an annual report card—for the district and each school served by the district—that includes information on student state assessment performance and any other information that the district determines is appropriate.

AIC (LEGAL) ACCOUNTABILITY
INVESTIGATIONS AND SANCTIONS

Amendments to the Administrative Code effective February 29, 2016, address the procedures a BOARD OF MANAGERS will follow when ordering the election of members of the board of trustees and explain the transition to the elected board after the period of appointment for the board of managers. See pages 9–10.

Other changes are to better reflect statute.

AID (LEGAL) ACCOUNTABILITY
FEDERAL ACCOUNTABILITY STANDARDS

As a result of the new accountability system outlined in ESSA effective with the 2017–18 school year, TASB Policy Service has deleted the outdated NCLBA provisions and noted that during the transition year, districts shall be evaluated in accordance with standards established by TEA and the U.S. Department of Education.

As of the publication of this update, no additional guidance was available for inclusion in this legally referenced policy.

Explanatory Notes

TASB Localized Policy Manual Update 105

BBE (LEGAL) BOARD MEMBERS
AUTHORITY

Citations in the text have been updated at FEDERAL LAW IMMUNITIES, on page 3, based on changes from ESSA.

BDAE (LEGAL) OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF DEPOSITORY

As established during the last legislative session, the TEXAS BULLION DEPOSITORY may receive deposits of bullion or specie from or on behalf of a district, and the district may use the bullion depository instead of a depository bank. See pages 3–4.

BJCD (EXHIBIT) SUPERINTENDENT
EVALUATION

The commissioner rules on administrator appraisals that were cited in this exhibit have been repealed. The new commissioner rules, effective July 1, 2016, are applicable to principal and campus administrator appraisals only; therefore, this exhibit is recommended for deletion.

BJCF (LOCAL) SUPERINTENDENT
NONRENEWAL

The first paragraph of this policy on superintendent nonrenewal affirms that decisions will not be based on protected employee characteristics. Recommended changes better align the list of protected characteristics with those in legal precedent regarding freedom from discrimination, harassment, and retaliation.

The following changes are recommended to the list of REASONS for nonrenewal to make the list parallel with the nonrenewal reasons in DFBB(LOCAL) (Term Contracts):

- A new item 18, listing behavior that presents a danger of physical harm to a student or other individuals.
- Revisions at item 24 to include the failure to maintain, in addition to failure to fulfill, superintendent certification, unless granted a waiver by the commissioner.
- A new item 26, listing any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
- Deletion of an item that referred to fulfilling the requirements of a deficiency plan under an emergency or special assignment permit.

In addition, the NOTICE OF PROPOSED NONRENEWAL provision was simplified to refer to the requirements in law, and a provision was added to explain the board procedures if a superintendent does not request a hearing (see NO HEARING).

References to school property have been changed to "district" property throughout.

Explanatory Notes

TASB Localized Policy Manual Update 105

BQ (LOCAL) PLANNING AND DECISION-MAKING PROCESS

ESSA expands on the previous NCLBA requirement regarding parental involvement to require districts to conduct outreach to "family members" of district students as well as to parents. Recommended changes at PARENT AND FAMILY ENGAGEMENT PLAN incorporate this terminology. See also EHBD, below.

The first paragraph of this policy has been recommended for revision to refer to board approval and review of the district's "vision" in addition to the mission and goals, as all three items are considered critical areas of development in the Framework for School Board Development found in the district's policy manual at BBD(EXHIBIT).

Other recommended changes at ADMINISTRATIVE PROCEDURES AND REPORTS are to better align the text with the state law requirement for the board to ensure development of administrative procedures in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organization. A sentence has been added to the policy to affirm that the district will involve site-based decision making in development of the procedures, as required by law.

CH (LEGAL) PURCHASING AND ACQUISITION

New Administrative Code rules from the Texas Ethics Commission effective December 24, 2015, and June 22, 2016, have been added at DISCLOSURE OF INTERESTED PARTIES, beginning on page 3, and include detail on the requirement for a district to obtain a disclosure of interested parties form from a business entity if the contract with the entity requires board action or has a value of at least \$1 million. The rules explain that if the board has delegated to staff the authority to execute the contract and the board does not participate in the selection of the entity, the contract is not considered to require board action. In addition, the rules include definitions of "contract," "controlling interest," "signed," and "value" and clarify the definition of "business entity."

CLB (LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT MAINTENANCE

Revisions to INTEGRATED PEST MANAGEMENT (IPM) PROGRAM, beginning on page 1, are based on amendments to the Administrative Code effective December 21, 2015. The rules revised the TRAINING requirements for IPM coordinators, deleted from the DUTIES of an IPM coordinator the requirement to conduct facility inspections, and clarified the activities required of a LICENSED APPLICATOR.

Other changes are to better reflect statute and to add existing statutory provisions regarding required NOTICE, on page 4, and provisions on incidental pesticide use application, at INCIDENTAL USE, on page 5.

CLB (LOCAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT MAINTENANCE

As mentioned above at CLB(LEGAL), state rules on INTEGRATED PEST MANAGEMENT (IPM) PROGRAMS were revised effective December 21, 2015. As a result of the rule changes, there are several recommended changes to this local policy.

- References to the relevant laws were updated and moved to the beginning of the policy where the IPM guidelines are first mentioned.
- A statement has been added that requires the IPM COORDINATOR to provide training to district employees, as necessary, to ensure other staff members understand IPM guidelines.

Explanatory Notes

TASB Localized Policy Manual Update 105

- At NO UNAUTHORIZED APPLICATION, a statement has been added to clarify that if the IPM coordinator is a licensed applicator, the coordinator may apply pesticides in accordance with law.

CLE (LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
FLAG DISPLAYS

Policy Service has added an existing statutory provision effective with the 2016–17 school year stating that the board shall require the prominent display of the U.S. and Texas flags in classrooms during the pledges of allegiance to the flags. A district is not required to spend federal, state, or local funds to acquire the flags, but may raise money or accept gifts, grants, and donations.

See CLE(LOCAL), below, for policy text to address the board's obligation.

CLE (LOCAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT
FLAG DISPLAYS

This local policy is recommended for inclusion in the district's policy manual to provide evidence that the board requires the prominent display of the U.S. and Texas flags in classrooms during the pledges of allegiance to the flags, as required by state law. See CLE(LEGAL), above.

CNA (LEGAL) TRANSPORTATION MANAGEMENT
STUDENT TRANSPORTATION

New ESSA provisions on TRANSPORTATION OF STUDENTS IN FOSTER CARE have been added on page 4. A district receiving Title I, Part A funds must collaborate with the state or local child welfare agency to develop and implement clear written procedures on transportation solutions to allow children in foster care to remain in their school of origin when in the child's best interest. **Please note that these procedures must be developed by December 10, 2016.**

ESSA also made minor revisions to the statutory wording at TRANSPORTATION OF HOMELESS STUDENTS, on pages 3 and 4.

Provisions from the NCLBA on transporting students to a higher performing school were deleted. Other revisions throughout are to better track existing statutory language.

CPC (LEGAL) OFFICE MANAGEMENT
RECORDS MANAGEMENT

To provide further guidance to districts, considerable detail has been added from existing statute to this legally referenced policy on records management, including:

- DEFINITIONS for "custodian," "essential record," "permanent record," "records control schedule," "records management," "records management officer," "records retention schedule," and "retention period";
- The board's duty to establish a RECORDS MANAGEMENT PROGRAM that enables the board, custodians, and the records management officer (RMO) to fulfill statutory responsibilities for records management and preservation;
- The RMO's duty to prepare and file with the Texas State Library and Archives Commission (TSLAC) a RECORDS CONTROL SCHEDULE that includes a retention period for each record;
- TSLAC's acceptance or rejection of the schedule and other required documents at TSLAC REVIEW;

Explanatory Notes

TASB Localized Policy Manual Update 105

CQ (LEGAL) TECHNOLOGY RESOURCES

Material from the recently passed CYBERSECURITY INFORMATION SHARING ACT has been added, beginning on page 10. Effective December 18, 2015, the Act is intended to improve cybersecurity in the United States through enhanced sharing of information about cybersecurity threats. Under the Act, a district may, for a cybersecurity purpose, share with or receive from a non-federal entity or the federal government a cyber threat indicator or defensive measure. The Act does not create a duty to share information.

In addition, we have:

- Based on ESSA, updated citations at CHILDREN'S INTERNET PROTECTION ACT (page 1) and ESEA FUNDING (page 3);
- Added existing statutory definitions related to the Stored Wire and Electronic Communications and Transactional Records Access Act (pages 8–10) and updated the cited case law to provide further guidance on the term "electronic storage" (page 9); and
- Revised provisions throughout to better track existing statutory language.

CQA (LEGAL) TECHNOLOGY RESOURCES DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

Several REQUIRED INTERNET POSTINGS have been added to this legally referenced policy.

- Item 1 references the requirement for a district that has received an accreditation status of accredited-warned, accredited-probation, or not accredited-revoked to post notice of the status on the district's home page with a link to the notification.
- Item 2 references the board's duty to post the district's Texas Academic Performance Report on the district's website.
- Item 4 references a district's obligation to post, by August 8 of each year, the community engagement ratings and compliance statuses for the district and each campus.
- Item 5 references the ESSA requirement for a district to post its annual federal report card.
- Item 22 references the requirement for a district to post information from TEA explaining the advantages of the distinguished level of achievement and each endorsement.
- Item 24 references the new ESSA requirement for a district that receives Title I, Part A funds to post on the district and each campus website information on state assessments and district-wide assessments.

D (LEGAL) PERSONNEL

To align with new commissioner rules on appraisal of principals and campus administrators, Policy Service has revised the subtitle of DNB to Evaluation of Campus Administrators.

Explanatory Notes

TASB Localized Policy Manual Update 105

DBA (LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CREDENTIALS AND RECORDS

ESSA deleted the federal requirement for teachers and paraprofessionals to be "highly qualified," prompting Policy Service to remove those provisions and make other conforming adjustments to this legally referenced policy on credentials and records. ESSA requires a school that receives Title I funds to provide a parent notice when the parent's child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet state certification or licensure requirements for the grade level and subject area in which the teacher has been assigned. See **FEDERALLY REQUIRED NOTICE WHEN TEACHER LACKS CREDENTIALS** on page 1.

State parental notice provisions regarding inappropriately certified or uncertified teachers have been moved here without revision from **DK(LEGAL)**. See **STATE-REQUIRED NOTICE WHEN TEACHER LACKS CREDENTIALS**, beginning on page 1.

New provisions from ESSA at **FEDERAL REQUIREMENTS FOR TEACHERS AND PARAPROFES- SIONALS**, on page 4, include the requirement for teachers and paraprofessionals working in Title I, Part A programs to meet applicable state certification and licensure requirements. The **FEDERAL REQUIRE- MENTS FOR SPECIAL EDUCATION TEACHERS** under ESSA require state certification as a special ed- ucation teacher, with no waiver of requirements, and a bachelor's degree.

At **FORMER EMPLOYEES**, on page 7, a revision from amended Administrative Code rules effective Jan- uary 7, 2016, allows a scanned version of an original service record to be considered official if one em- ploying district sends it directly to another employing district.

DBA (LOCAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CREDENTIALS AND RECORDS

As mentioned above at **DBA(LEGAL)**, ESSA deleted the federal requirement for teachers and paraprofessionals to be "highly qualified." As a result, we recommend deletion of the text on parent noti- fication where a regular teacher is not "highly qualified." Provisions excepting notification when a highly qualified home campus teacher of a secondary student assigned to DAEP was the teacher of record have also been deleted from the policy, as these provisions were based on TEA's interpretation of the former federal "highly qualified" requirements.

Please note: State law requires a district to notify a parent if his or her child is in a classroom for which the district has assigned an inappropriately certified or uncertified teacher for more than 30 consecutive instructional days during the school year. See **DBA(LEGAL)** for this and federally required notice provi- sions.

DBAA (LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CRIMINAL HISTORY AND CREDIT REPORTS

Existing statutory provisions on the criminal penalties for **UNAUTHORIZED DISCLOSURE OF CHRI** (criminal history record information) have been added on page 5.

Explanatory Notes

TASB Localized Policy Manual Update 105

DFBB (LOCAL) TERM CONTRACTS
NONRENEWAL

The first paragraph of this policy on nonrenewal affirms that decisions will not be based on protected employee characteristics. Recommended changes better align the list of protected characteristics with legal precedent regarding freedom from discrimination, harassment, and retaliation.

Several of the nonrenewal REASONS are recommended for revision.

- Based on the deletion by ESSA of federal "highly qualified" requirements, item 30 has been revised to refer to the failure to maintain licensing and certification requirements for the employee's assignment, including completion of continuing education requirements.
- Item 29 was adjusted to refer to the failure to fulfill requirements for state licensure or certification, including passing certification or licensing exams.
- HB 1842 from the 84th Legislative Session deleted state law that permitted a campus intervention team to make decisions about staff retention at a reconstituted campus and that prohibited, in most instances, the retention of the principal and educators at a repurposed campus. Following the changes in law, TEA instructed campuses that were previously identified for improvement to develop turnaround plans in accordance with HB 1842. As a result, we recommend deletion of references to the previous laws and have updated item 11 to address when an employee is not retained at a campus in accordance with the provisions of a campus turnaround plan.
- Item 31 has been updated to delete the reference to special assignment permits, which are no longer issued, and to refer more broadly to the failure to complete certification or permit renewal requirements.

A clarification at HEARING PROCEDURES explains that a record of the hearing shall be made so that a certified transcript can be prepared, if required.

DFFA (LOCAL) REDUCTION IN FORCE
FINANCIAL EXIGENCY

Based on the deletion by ESSA of federal "highly qualified" requirements, we recommend deletion of this term as an item to be considered under Qualifications for Current or Projected Assignment at CRITERIA FOR DECISION.

DFFB (LOCAL) REDUCTION IN FORCE
PROGRAM CHANGE

Based on the deletion by ESSA of federal "highly qualified" requirements, we recommend deletion of this term as an item to be considered under Qualifications for Current or Projected Assignment at CRITERIA FOR DECISION.

DGC (LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES
IMMUNITY

Citations in the text have been updated at TEACHERS (COVERDELL ACT) based on changes from ESSA.

Explanatory Notes

TASB Localized Policy Manual Update 105

DI (LEGAL) EMPLOYEE WELFARE

Changes to this legally referenced policy are to add detail regarding labeling and relabeling of hazardous chemical containers and to better reflect statute.

DK (LEGAL) ASSIGNMENT AND SCHEDULES

As mentioned above at DBA(LLEGAL), ESSA deleted the federal requirement for teachers and paraprofessionals to be "highly qualified." As a result of that change, Policy Service has deleted the Note referencing highly qualified notice.

In addition, the details on state parental notice requirements regarding inappropriately certified or uncertified teachers have been moved without revision to DBA(LLEGAL). [See STATE-REQUIRED NOTICE WHEN TEACHER LACKS CREDENTIALS at that code.]

DMA (LEGAL) PROFESSIONAL DEVELOPMENT REQUIRED STAFF DEVELOPMENT

Details on the required SUICIDE PREVENTION staff development training have been added based on new Administrative Code rules effective April 17, 2016. Districts must provide the training to new educators during new employee orientation and to currently employed educators by September 30, 2016. Certain training provided to educators after September 1, 2013, may satisfy the requirements for current educators.

The requirement for a district that receives Title I funds to have a strategy to address professional development was deleted by ESSA and has been deleted from this legally referenced policy.

Amendments to the Administrative Code effective December 27, 2015, are reflected at TEXAS ADOLESCENT LITERACY ACADEMIES, beginning on page 4. A teacher who is required to attend an adolescent literacy academy based on campus performance ratings must complete the training by December 31 of the calendar year in which the campus received the unacceptable performance rating. The district must maintain records of attendance in accordance with the district's record retention policy.

DNA (LEGAL) PERFORMANCE APPRAISAL EVALUATION OF TEACHERS

New commissioner rules on teacher appraisal, effective July 1, 2016, have been added to this legally referenced policy. The rules include implementation details on the Texas Teacher Evaluation and Support System (T-TESS), including requirements for teacher ORIENTATION AND ANNUAL REVIEW and certification of APPRAISERS, and a description of the specific elements of the APPRAISAL PROCESS. A teacher may submit a written response or rebuttal within ten working days of receiving a written observation summary, a written summative annual appraisal report, or any other written documentation regarding an appraisal. See TEACHER RESPONSE AND REBUTTAL on page 11. A teacher may make a REQUEST FOR A SECOND APPRAISAL at specific points in the process. Additional information on T-TESS may be found on TEA's website at: <https://teachfortexas.org>.

As with the former state-recommended appraisal system, the Professional Development and Appraisal System (PDAS), and prior law on locally developed appraisal systems, teachers who meet certain eligibility criteria and who agree in writing may be appraised less than annually. See LESS-THAN-ANNUAL, beginning on page 5.

Explanatory Notes

TASB Localized Policy Manual Update 105

Please note: TASB Policy Service released a survey in April 2016 to help districts update their local policy on teacher appraisal. If your district has not yet completed the survey, please contact your policy consultant.

DNB (LEGAL) PERFORMANCE APPRAISAL
EVALUATION OF CAMPUS ADMINISTRATORS

New commissioner rules on appraisal of principals and other campus administrators, effective July 1, 2016, have been added to this legally referenced policy. The rules include implementation details on the TEXAS PRINCIPAL EVALUATION AND SUPPORT SYSTEM (T-PESS), including specific APPRAISAL PROCEDURES such as development of a CALENDAR, creation of an APPRAISAL REPORT, consideration of ADDITIONAL DOCUMENTATION, APPRAISER QUALIFICATIONS, and ORIENTATION.

Additional information on T-PESS may be found on TEA's website at:

http://tea.texas.gov/Texas_Educators/Educator_Evaluation_and_Support_System/Texas_Principal_Evaluation_and_Support_System/.

Districts still have the option of developing a local principal appraisal process in accordance with law. See ALTERNATIVES TO T-PESS on page 5.

For the APPRAISAL OF CAMPUS ADMINISTRATORS OTHER THAN PRINCIPALS, the rules permit use of a modified version of the T-PESS or a locally developed system in accordance with law.

Please note: TASB Policy Service released a survey in April 2016 to help districts update their local policy on appraisal of principals and other campus administrators. If your district has not yet completed the survey, please contact your policy consultant.

DPB (LEGAL) PERSONNEL POSITIONS
SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

ESSA deleted the federal requirement for teachers and paraprofessionals to be "highly qualified," prompting Policy Service to remove from this legally referenced policy the text that referred to parental notice regarding highly qualified status previously required by law.

EEB (LEGAL) INSTRUCTIONAL ARRANGEMENTS
CLASS SIZE

The state class-size limits for kindergarten through grade 4 do not apply in any 12-week period during which the district's ADA has been adjusted due to a significant percentage of migratory children. New and revised definitions from ESSA provide guidance on whether a student is considered a "migratory child" based on a "qualifying move" and whether the student or student's parent is a "migratory agricultural worker" or a "migratory fisher."

EHAB (LEGAL) BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (ELEMENTARY)

As reflected at GRADE 6 FINE ARTS, SBOE rules were amended effective August 24, 2015, to clarify expectations for fine arts requirements for grade 6 classrooms on elementary campuses. A district that has a self-contained grade 6 class at an elementary school must provide instruction to the sixth-grade students in all of the Middle School 1 TEKS for art, dance, music, and theatre.

Explanatory Notes

TASB Localized Policy Manual Update 105

EHAC (LEGAL) BASIC INSTRUCTIONAL PROGRAM
REQUIRED INSTRUCTION (SECONDARY)

SBOE rules were amended effective August 24, 2015, to align the secondary instruction requirements for middle school students with changes to the TEKS for fine arts and to comply with state law requiring students enrolled in GRADES 6–8 to complete at least one fine arts course during those grade levels. Reflected on page 2, the FINE ARTS REQUIREMENT as clarified by the rules requires a district to offer and maintain evidence that students have the opportunity to take courses in at least three of the four fine arts disciplines. Upon approval of the commissioner, a district is only required to offer an opportunity for a student to take courses in two of the fine arts disciplines.

EHBA (LEGAL) SPECIAL PROGRAMS
SPECIAL EDUCATION

An existing provision on district TRANSPORTATION obligations when a parent enrolls a student receiving special education services in a private school has been moved to EHBAC(LEGAL).

EHBAB (LEGAL) SPECIAL EDUCATION
ARD COMMITTEE AND INDIVIDUALIZED EDUCATION
PROGRAM

Amended commissioner rules effective December 2, 2015, have been added to this legally referenced policy on admission, review, and dismissal (ARD) committees and individualized education programs (IEPs). If a parent is unable to speak English, WRITTEN NOTICE of any ARD committee meetings or the district's refusal to schedule an ARD committee meeting requested by a parent must be provided in the parent's native language, unless it is clearly not feasible to do so, or must be provided orally if the parent's native language is not written. See page 4.

Likewise, the rules explain the requirement for a district to provide a student's IEP in the parent's native language. See TRANSLATION OF IEP INTO NATIVE LANGUAGE, beginning on page 7. A written translation must accurately translate all the text and be a complete and comparable rendition. A translated audio recording must also be a complete translation, and a district may provide a recording of the meeting at which the parent was assisted by an interpreter to satisfy this requirement. Oral translations are required if the parent's native language is not written.

A district must give a parent a written copy of the student's IEP, translated as required by law, at no cost to the parent.

EHBAC (LEGAL) SPECIAL EDUCATION
STUDENTS IN NONDISTRICT PLACEMENT

An existing provision on district TRANSPORTATION obligations when a parent enrolls a student receiving special education services in a private school has been moved to this code from EHBA(LEGAL).

EHBAD (LEGAL) SPECIAL EDUCATION
TRANSITION SERVICES

Citations in the text at GRADUATION, on page 2, have been updated based on changes to the Administrative Code effective September 16, 2015.

Explanatory Notes

TASB Localized Policy Manual Update 105

EHBAE (LEGAL) SPECIAL EDUCATION PROCEDURAL REQUIREMENTS

As clarified by amended commissioner rules effective December 2, 2015, when a district provides prior written notice to a parent of a proposal to initiate or change or a refusal to initiate or change the identification, evaluation, or educational placement of a child or the provision of a free and appropriate public education (FAPE), the notice must be in the parent's native language or other mode of communication. See PRIOR NOTICE AND CONSENT on page 3.

EHBD (LEGAL) SPECIAL PROGRAMS FEDERAL TITLE I

At PARENT AND FAMILY ENGAGEMENT PLAN, ESSA expands on the previous NCLBA requirement regarding parental involvement to require districts to conduct outreach to "family members" of district students as well as parents. Districts must implement programs, activities, and procedures for the involvement of parents and family members in order to receive funds under Title I, Part A. ESSA adds new provisions regarding engaging families, including involving parents in the activities of the schools served under Title I, Part A, which may include establishing a parent advisory board to adequately represent served families for the purpose of developing, revising, and reviewing the parent and family engagement policy, which will be incorporated into the district plan. [See BQ(LOCAL) for additional guidance regarding parent and family engagement plans.]

ESSA maintains the NCLBA requirement that educational services and other benefits for students in PRIVATE SCHOOLS be equitable in comparison to services and other benefits for public school children participating under Part A, but adds several new required services: instructional services, counseling, mentoring, and one-on-one tutoring.

EHBD (LOCAL) SPECIAL PROGRAMS FEDERAL TITLE I

ESSA maintains the previous NCLBA comparability of services requirement under which a district that receives Title I, Part A funds must ensure that each campus receives comparable state and local resources, regardless of whether any specific campus receives Title I, Part A funds. TEA's *Title I, Part A Comparability of Services Guidance Handbook* requires all districts that receive Title I, Part A funds to have a district salary schedule and written policy ensuring comparable services among campuses. New text is recommended for inclusion in this policy to satisfy the policy requirement, and it requires the district to provide written assurance to TEA regarding the listed areas of service.

For ease of reference, the language at COMPARABILITY OF SERVICES describing the different methods available to the district for documenting compliance has been updated to align with terminology in TEA's *Handbook*.

The *Handbook* may be accessed on TEA's website under [Title I, Part A Comparability of Services Guidance Handbook](#).

The text addressed at PARENTAL INVOLVEMENT PLAN from 2005 is recommended for deletion. Parent involvement is addressed at BQ(LOCAL) outlining district and campus level committees.

Explanatory Notes

TASB Localized Policy Manual Update 105

EHBE (LEGAL) SPECIAL PROGRAMS
BILINGUAL EDUCATION/ESL

ESSA has replaced the term "Limited English Proficient" with "English Learner," as reflected at TITLE III REQUIREMENTS on page 1. Please note that state law continues to use a variety of terms, including "student of limited English proficiency" and "English language learner."

EHBG (LEGAL) SPECIAL PROGRAMS
PREKINDERGARTEN

New commissioner rules effective April 6, 2016, have been added at HIGH-QUALITY PREKINDERGARTEN GRANT PROGRAM, beginning on page 3. The rules explain ELIGIBILITY FOR FUNDING, define which students are QUALIFYING STUDENTS, include details on CURRICULUM REQUIREMENTS and TEACHER REQUIREMENTS, and describe the required FAMILY ENGAGEMENT PLAN.

EHDD (LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT
COLLEGE COURSE WORK/DUAL CREDIT

Revised Higher Education Coordinating Board rules on dual credit, effective August 7, 2015, have been added beginning on page 3. At STUDENT ELIGIBILITY, we have added a reference to the relevant Administrative Code provision that includes the detailed requirements.

EHDE (LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT
DISTANCE LEARNING

A citation in the text at OLS ELIGIBILITY has been updated based on the renumbering of the referenced statutory provision effective August 6, 2015.

EIF (LEGAL) ACADEMIC ACHIEVEMENT
GRADUATION

New commissioner rules effective April 19, 2016, provide additional details regarding the INDIVIDUAL GRADUATION COMMITTEE (IGC) process. An IGC must convene on or before June 10 and must make a decision to award a diploma no later than August 31 for the student to be considered as a graduate for that school year. If the IGC makes a decision after August 31, the student will be reported in the subsequent year. The rules also establish a procedure for a principal to identify alternate members of the IGC when a required teacher or parent is unavailable to serve. On page 4, PEIMS REPORTING and DOCUMENTATION requirements are also addressed. The IGC process does not apply to a student receiving SPECIAL EDUCATION services.

Existing statutory provisions regarding publication of TEA information on the distinguished level of achievement and endorsements have been added at HIGH SCHOOL PGP on pages 6 and 7.

Explanatory Notes

TASB Localized Policy Manual Update 105

EKB (LEGAL) TESTING PROGRAMS STATE ASSESSMENT

An existing statutory provision requiring a district that receives Title I, Part A funds to provide parents information on their child's performance on state assessments has been moved without revision from DBA(LEGAL) to this legally referenced policy. See PARENTS RIGHT-TO-KNOW UNDER ESEA on page 12.

In addition, citations have been updated based on ESSA and a table of contents added for ease of reference.

FB (LEGAL) EQUAL EDUCATIONAL OPPORTUNITY

ESSA made minor changes to the existing requirement for districts to designate a LIAISON for homeless children. ESSA specifies that the liaison must be able to carry out the required duties of the position. ESSA also requires a district to provide additional notification regarding the duties of the liaison. A district must now inform homeless children and parents and guardians of homeless children of the liaison's duties in addition to informing school personnel, service providers, and advocates. See page 6.

FD (LEGAL) ADMISSIONS

Revisions to this legally referenced policy are to address wording changes from ESSA to the definition of HOMELESS STUDENTS and to include other relevant federal provisions defining homeless persons referred to in state law.

Other changes are to better reflect statute.

FDB (LEGAL) ADMISSIONS INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

ESSA revised the transfer provisions applicable to STUDENTS IN SCHOOLS IDENTIFIED FOR SUPPORT AND IMPROVEMENT. See pages 4–5. Previously a district was required to provide a student in an identified school an opportunity to transfer to another public school served by the district; under ESSA, a district may provide these students an opportunity to transfer. A district may pay for transportation of these students with Title I basic program allocations.

Other changes are to better reflect statute.

FDC (LEGAL) ADMISSIONS HOMELESS STUDENTS

This legally referenced policy on homeless students has been revised significantly based on changes from ESSA.

We have moved to the beginning of the policy the existing requirement for a district to make school placement and enrollment decisions for HOMELESS CHILDREN in accordance with the child's best interest, added an existing definition of "UNACCOMPANIED YOUTH," and incorporated a change from ESSA to explain that the "SCHOOL OF ORIGIN" includes the receiving school at the next grade level for a feeder school.

Explanatory Notes

TASB Localized Policy Manual Update 105

Other revisions from ESSA at SCHOOL STABILITY provide guidance on how a district determines a child's "best interest" for placement and enrollment decisions. A district must presume that keeping the student in his or her school of origin is in the student's best interest, except when doing so is contrary to the request of the parent, guardian, or unaccompanied youth. A district shall also consider the impact of moving schools on achievement, education, health, and safety. If the district determines that it is not in the child's best interest to attend the school of origin or the requested school, the district must provide a written explanation in a form that is understandable to the parent or student, including information regarding the dispute resolution process.

Existing provisions at SCHOOL PLACEMENT, on page 3, have been updated to better match statutory wording and reflect that TEA must affirm that districts will adopt policies and practices to ensure that homeless children are not stigmatized or segregated. See FDC(LOCAL) below for text to satisfy this policy requirement.

Existing provisions regarding RECORDS, updated with minor changes from ESSA, have been added to the policy, also on page 3.

Two new ESSA provisions have been added. At PRIVACY, the text clarifies that a district must treat information about the living situation of a homeless child as a student education record; a district cannot designate the information as directory information under FERPA. Regarding HOMELESS CHILDREN WITH DISABILITIES, on page 4, a district must coordinate homeless services with other special education services provided by the district or other districts.

Please note: The TASB *Regulations Resource Manual*, available on myTASB, includes an FAQ for district staff with information regarding dispute resolution procedures, including state timeline expectations for processing a dispute, and a sample dispute resolution form for use by a parent, guardian, or unaccompanied youth who disagrees with the district's eligibility, school selection, or enrollment decision. TASB developed these materials in collaboration with TEA, Education Service Center (ESC) Region 10, and the Texas Homeless Education Office (THEO). See FDC(EXHIBIT).

FDC (LOCAL) ADMISSIONS HOMELESS STUDENTS

As described at FDC and FFC(LEGAL), ESSA made several changes to the McKinney-Vento Homeless Assistance Act. Recommended revisions to this local policy incorporate those changes.

Text at LIAISON FOR HOMELESS STUDENTS addresses the new requirement for a district to adopt policies and practices to ensure that the liaison participates in professional development activities. In addition to requiring the liaison to receive professional development, the local policy text requires the liaison to provide appropriate staff members with relevant professional development and to review with campus admissions personnel the laws and procedures applicable to homeless students. These statements address new duties for the liaison added by ESSA. See FFC(LEGAL), below.

To satisfy the requirement to adopt policies and practices to ensure that homeless children and youths are not stigmatized or segregated, a statement has been added to that effect at ADMISSIONS. See FDC(LEGAL), above. Recommended text also clarifies that campus admissions staff must notify the liaison regarding the admission of a homeless student.

Text at ENROLLMENT IN SCHOOL OF ORIGIN has been updated to reflect the presumption that keeping the student in his or her school of origin is in the student's best interest, except when doing so is contrary to the request of the parent, guardian, or unaccompanied youth, and to update the factors that the district considers in making this decision.

Explanatory Notes

TASB Localized Policy Manual Update 105

Revisions at DISPUTE RESOLUTION PROCESS include the requirement for the district to provide notices regarding enrollment in writing and in a form that is understandable to the parent or student. These notices must include information on the right to appeal. A new sentence reflecting recommended best practice from TEA requires the district to expedite local timelines in the district's complaint process, when possible, for prompt dispute resolution.

Please note: Further details on the dispute resolution procedures are included in FDC(EXHIBIT) in the *TASB Regulations Resource Manual*, available on myTASB. The materials include an FAQ for district staff with information regarding dispute resolution procedures, including state timeline expectations for processing a dispute, and a sample dispute resolution form for use by a parent, guardian, or unaccompanied youth who disagrees with the district's eligibility, school selection, or enrollment decision. TASB developed these materials in collaboration with TEA, ESC Region 10, and THEO.

FDE (LEGAL) ADMISSIONS
SCHOOL SAFETY TRANSFERS

Citations to the NCLBA have been deleted and provisions have been revised throughout to better track existing statutory language.

FFC (LEGAL) STUDENT WELFARE
STUDENT SUPPORT SERVICES

ESSA imposes additional responsibilities regarding the LIAISON FOR HOMELESS STUDENTS. In appointing a liaison, the district must designate someone who can carry out the duties required by law. A district must also adopt policies and practices to ensure that the liaison participates in professional development and other activities. See FDC(LOCAL), above, for local policy text to satisfy this policy requirement.

New DUTIES require the liaison to ensure that:

- The notice of educational rights of homeless children is disseminated in locations frequented by parents and guardians of homeless children and unaccompanied youths and is in a form understandable to them;
- Other district staff who provide services under the McKinney-Vento Act receive professional development and other support; and
- Unaccompanied youth are enrolled in school, have the same academic opportunities as other students, and are informed of assistance they can receive regarding application for federal student financial aid.

A liaison may affirm that a homeless child or the child's family meets the U.S. Department of Housing and Urban Development homeless eligibility standard for purposes of qualifying for the department's programs. See DETERMINATION OF HOMELESS STATUS on page 2.

Changes at NOTICE require districts to inform homeless children and parents and guardians of homeless children of the duties of the homeless liaison.

Regarding children in the conservatorship of the state, ESSA requires a district receiving Title I, Part A funds to designate a district contact to collaborate with the local child welfare agency if the agency designates a contact to work with the district. See CHILD WELFARE CONTACT on page 3.

Explanatory Notes

TASB Localized Policy Manual Update 105

Please note: The TASB *Regulations Resource Manual*, available on myTASB, includes an FAQ for district staff with information regarding dispute resolution procedures, including state timeline expectations for processing a dispute, and a sample dispute resolution form for use by a parent, guardian, or unaccompanied youth who disagrees with the district's eligibility, school selection, or enrollment decision. TASB developed these materials in collaboration with TEA, ESC Region 10, and THEO. See FDC(EXHIBIT).

FL (LEGAL) STUDENT RECORDS

A new provision from ESSA has been added on page 18 and clarifies that a district must treat information about the living situation of a HOMELESS STUDENT as a student education record; a district cannot designate the information as directory information.

Another change from ESSA appears at CONSENT TO RELEASE, beginning on page 20. The change explains that an 18-year-old student or the student's parent may submit a written request that the district not release the student's name, address, and telephone listing to military recruiters or institutions of higher education without prior written consent. A district may withhold access to the contact information based on the written consent request process, but may not implement an opt-in procedure.

FNA (LEGAL) STUDENT RIGHTS AND RESPONSIBILITIES STUDENT EXPRESSION

At FEDERAL FUNDS, a citation to the NCLBA has been deleted and the text revised to better track existing statutory language.

FNCF (LEGAL) STUDENT CONDUCT ALCOHOL AND DRUG USE

An outdated provision from the NCLBA addressing programs and activities funded under the federal Safe and Drug-Free Schools and Communities Act has been deleted. Other changes are to better track existing statutory language.

FNCG (LEGAL) STUDENT CONDUCT WEAPONS

At FEDERAL FIREARMS PROVISION, we have added two existing statutory provisions from the Gun-Free Schools Act:

- A definition of "SCHOOL," which includes any setting that is under the control and supervision of a district for the purpose of district student activities; and
- The EXCEPTION for a firearm that is lawfully stored inside a locked vehicle on school property or used as part of a district activity for which the district has adopted appropriate safeguards to ensure student safety.

Citations have been updated based on ESSA.

Explanatory Notes

TASB Localized Policy Manual Update 105

FOC (LEGAL) STUDENT DISCIPLINE
PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCA-
TION SETTING

A student younger than six years of age who has been expelled to a DAEP under the Gun-Free Schools Act must be provided educational services in the DAEP. This has been clarified at STUDENTS YOUNGER THAN SIX on page 4.

A revision at TERM OF REMOVAL, on page 5, explains that a period of DAEP placement may not exceed one year unless the district determines that the student is a threat to the safety of other students or to district employees. Previously the law also allowed an extended placement if it was in the best interest of the student, but that criterion was removed from statute.

Other changes are to better reflect statute.

FOD (LEGAL) STUDENT DISCIPLINE
EXPULSION

At FEDERAL FIREARMS OFFENSE, beginning on page 2, we have made the following revisions to the provisions on the Gun-Free Schools Act:

- Revisions to the text to better match statutory wording;
- Updated citations based on ESSA; and
- The addition of a definition of "SCHOOL," which includes any setting that is under the control and supervision of a district for the purpose of district student activities.

GBA (LEGAL) PUBLIC INFORMATION PROGRAM
ACCESS TO PUBLIC INFORMATION

Material from the recently passed Cybersecurity Information Sharing Act has been added on page 11. Effective December 18, 2015, the Act is intended to improve cybersecurity in the United States through enhanced sharing of information about cybersecurity threats. If for purposes of cybersecurity a district shares or receives a cyber threat indicator or defensive measure, the information is exempt from disclosure.

See also CQ(LEGAL), above.

GKC (LEGAL) COMMUNITY RELATIONS
VISITORS TO THE SCHOOLS

Minor, nonsubstantive revisions at MILITARY RECRUITERS' ACCESS TO STUDENTS are based on ESSA.

(LOCAL) Policy Comparison Packet

Each marked-up (LOCAL) policy in this collection reflects an automated comparison of the updated policy with its precursor, as found in the TASB Policy Service records.

The comparison is generated by an automated process that shows changes as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, Policy Service's recent migration to Word 2013 causes some margin notes to appear as a tracked change where no change has taken place.

For further assistance in understanding changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Policy.Service@tasb.org

800-580-7529

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REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of **Constitutional** rights ~~guaranteed by the Constitution~~, or based unlawfully on race, color, religion, sex, **gender**, national origin, **age**, disability, or **any other basis prohibited by law**.~~age~~. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress ~~to-~~**ward**~~towards~~ the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on ~~District~~**school** property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]

13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or **the** community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
- 18. Behavior that presents a danger of physical harm to a student or other individuals.**
- ~~18-19.~~ Assault on a person on **District**~~school~~ property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- ~~19-20.~~ Use of profanity in the course of performing any duties of employment, whether on or off **District**~~school~~ premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- ~~20-21.~~ Falsification of records or other documents related to the District's activities.
- ~~21-22.~~ Falsification or omission of required information on an employment application.
- ~~22-23.~~ Misrepresentation of facts to the Board or other District officials in the conduct of District business.
- ~~23.~~ Failure to fulfill **or maintain** requirements for Superintendent certification, **unless granted a waiver by**.
24. ~~Failure to fulfill the commissioner requirements of educationa deficiency plan under an Emergency Permit or a Special Assignment Permit.~~
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

~~26-27.~~ Any reason constituting good cause for terminating the contract during its term.

NOTICE OF
PROPOSED
NONRENEWAL

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent ~~by hand or certified mail, return receipt requested,~~ written notice of the proposed nonrenewal **in accordance with law.** ~~This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.~~

REQUEST FOR
HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

Unless the Superintendent requests that the hearing be open, ~~The~~ hearing shall be conducted in closed meeting ~~unless the Superintendent requests that it be open,~~ with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until **called** ~~it is their turn~~ to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the **presiding officer's** ~~Board President's~~ control and ~~in general~~ shall **generally** follow the steps listed below:

1. After consultation with the parties, the **presiding officer** ~~Board President~~ shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.

4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.
5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NO HEARING

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

PLANNING AND DECISION-MAKING PROCESS

BQ
(LOCAL)

~~DISTRICT MISSION,
GOALS, AND
OBJECTIVES AND
CAMPUS OBJECTIVES~~

The Board shall approve and periodically review the District's **vi-
sion**, mission, and goals to improve student performance. The **vi-
sion**, mission, goals, and the approved District and campus objec-
tives shall be mutually supportive and shall support the state goals
and objectives under Education Code, Chapter 4. [See
AE(EXHIBIT)]

DISTRICT
IMPROVEMENT
PLANNING PROCESS

The District's planning process to improve student performance
includes the development of the District's educational goals, the
legal requirements for the District and campus improvement plans,
all pertinent federal planning requirements, and administrative pro-
cedures. The Board shall approve the process under which the
educational goals are developed and shall ensure that input is
gathered from the District-level committee. [See BQA]

**PARENT AND
FAMILY
ENGAGEMENT**~~PARE
NTAL
INVOLVEMENT
PLAN~~

The Board shall ensure that the District and campus improvement
plans, as applicable, address all elements required by federal law
for receipt of Title I, Part A funds, including elements pertaining to
parent and family engagement,~~parental involvement~~. The Dis-
trict-level and campus-level committees shall involve parents **and
family members of District students** in the development of such
plans and in the process for campus review and improvement of
student academic achievement and campus performance. [See
EHBD]

ADMINISTRATIVE
PROCEDURES AND
REPORTS

The Board shall ensure that administrative procedures **are devel-
oped**~~meet legal requirements~~ in the areas of planning, budgeting,
curriculum, staffing patterns, staff development, and school organi-
zation; adequately reflect the District's planning process; and in-
clude implementation guidelines, time frames, and necessary re-
sources. **The District-level and campus-level committees shall
be involved in the development of these procedures.** [See
BQA and BQB]

The Superintendent shall report periodically to the Board on the
status of the planning process, including a review of the related
administrative procedures, any revisions to improve the process,
and progress on implementation of identified strategies.

EVALUATION

The Board shall ensure that data are gathered and criteria are de-
veloped to undertake the required biennial evaluation to ensure
that policies, procedures, and staff development activities related to
planning and decision-making are effectively structured to positive-
ly impact student performance.

INTEGRATED PEST
MANAGEMENT
PROGRAM

The District is committed to following integrated pest management **(IPM) guidelines as required by Chapter 1951 of the Occupations Code and Title 4, Chapter 7 of the Administrative Code guidelines** in all pest control activities that take place on District property.

DEFINITION

IPM DEFINITION

~~As provided in the Texas Administrative Code, integrated pest management (IPM)~~ is a pest management strategy that relies on accurate identification and scientific knowledge of target pests, reliable monitoring methods to assess pest presence, preventative measures to limit pest problems, and thresholds to determine when corrective control measures are needed. Under IPM, whenever economical and practical, multiple control tactics shall be used to achieve best control of pests. These tactics shall possibly include, but are not limited to, the judicious use of pesticides.

STANDARDS

~~The~~ ~~In accordance with Part 4, Title 7 of the Administrative Code and Chapter 1951 of the Occupations Code, the~~ District's IPM program shall govern the District's use of pesticides, herbicides, and other chemical agents for the purpose of controlling pests, rodents, insects, and weeds in and around District facilities.

IPM COORDINATOR

~~IPM COORDINATOR~~

The Superintendent shall designate the IPM coordinator(s), who shall be registered with the Texas Department of Agriculture. The IPM coordinator(s) shall receive training in accordance with law **and shall provide training to District employees, as necessary.**

APPLICATION TIME
FRAME

The IPM coordinator(s), in addition to the responsibilities set out in CLB(LEGAL), shall coordinate with appropriate District administrators or other designated and trained employees regarding pesticide or herbicide applications in accordance with law. The IPM coordinator(s) shall determine when an emergency situation exists and an exception to the 48-hour notice requirement may be made.

NO UNAUTHORIZED
APPLICATION

If the IPM coordinator is a licensed applicator, the IPM coordinator may apply pesticides in accordance with law. No other employee or other person or entity shall be permitted to apply a pesticide or herbicide at a ~~District school~~ facility without the prior approval of the IPM coordinator and other than in the manner prescribed by law and the District's IPM program.

The U.S. and Texas flags shall be prominently displayed in each classroom to which a student is assigned during the time that the pledges of allegiance to those flags are recited.

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- ~~Records Management Officer, as prescribed by Local Government Code 203.023~~
- Records Administrator, as prescribed by Local Government Code 176.001 and 176.007 [See BBFA and CHE]
- Officer for Public Information, as prescribed by Government Code 552.201–.205 [See GBAA]
- Public Information Coordinator, as prescribed by Government Code 552.012 [See BBD]

**LOCAL GOVERNMENT
RECORDS ACT
“LOCAL
GOVERNMENT
RECORD”**

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

**RECORDS
MANAGEMENT
OFFICER**

The Superintendent shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023, and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

NOTIFICATION

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

**RECORDS
CONTROL
SCHEDULES**

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

WEBSITE POSTINGS

The District’s records management program shall address the length of time records will be posted on the District’s website when the law does not specify a posting period.

**RECORDS
DESTRUCTION
PRACTICES**

**ALL LOCAL
GOVERNMENT
RECORDS SHALL BE
CONSIDERED
DISTRICT PROPERTY
AND ANY
UNAUTHORIZED
DESTRUCTION OR
REMOVAL SHALL BE
PROHIBITED.
DOCUMENT
DESTRUCTION
PRACTICES**

The District shall follow its records **control schedules, records management program, and all applicable laws** regarding ~~records document~~ destruction. However, the District shall preserve ~~records documents~~, including electronically stored information, and suspend routine record destruction practices **where appropriate and in accordance with** ~~as applicable according to~~ procedures developed by the records management officer. **Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. ÷**

- ~~1. In the event of pending or reasonably anticipated litigation;~~
- ~~2. In the event of an investigation by a federal agency or department or any bankruptcy case; or~~
- ~~3. In the event of a public information request.~~

Notification shall be given to appropriate staff **when** ~~of any applicable obligations to suspend~~ routine record destruction practices **must be suspended and when they may be resumed.**

**TRAINING
THE RECORDS
MANAGEMENT
OFFICER SHALL
RECEIVE
APPROPRIATE
TRAINING
REGARDING THE
LOCAL GOVERNMENT
RECORDS ACT AND
SHALL ENSURE THAT
CUSTODIANS OF
RECORDS, AS
DEFINED BY LAW,
AND OTHER
APPLICABLE
DISTRICT STAFF ARE
TRAINED ON THE
DISTRICT'S RECORDS
MANAGEMENT
PROGRAM,
INCLUDING THIS
POLICY AND
CORRESPONDING
PROCEDURES.
~~WEBSITE POSTINGS~~**

~~The District's records management program shall address the length of time documents will be posted on the District's website when the law does not specify a posting period.~~

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CREDENTIALS AND RECORDS

DBA
(LOCAL)

~~PARENT
NOTIFICATION~~

~~The District shall notify parents of students in classrooms in which the regular teacher is not “highly qualified,” as required by law.~~

~~However, notification shall not be required when:~~

- ~~1. The home campus teacher of a secondary school student assigned to a disciplinary alternative education program (DAEP) is considered the teacher of record;~~
- ~~2. The home campus teacher:
 - ~~— Is highly qualified,~~
 - ~~a. Assigns and evaluates the student’s coursework,~~
 - ~~a. Provides substantially the same coursework and uses the same grading standards as in the regular classroom,~~
 - ~~a. Has final authority on the coursework grades and the final grade for the course, and~~
 - ~~a. Is regularly available for face-to-face consultation with the student and the DAEP teacher; and~~~~
- ~~2. The DAEP teacher meets all applicable SBEC certification requirements.~~

UPDATING
CREDENTIALS

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the **District Superintendent**:

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

CONTRACT
PERSONNEL

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

**SOCIAL SECURITY
NUMBER**

~~SOCIAL SECURITY
NUMBER~~

The District shall not use an employee’s social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee’s social security number confidential.

REASONS

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, **gender**, national origin, **age**, disability, or **any other basis prohibited by law**~~age~~. Reasons for proposed nonrenewal of an employee's term contract shall be:

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
- ~~11.~~ ~~A decision by a campus intervention team that the employee not be retained at a reconstituted campus. [See AIC]~~
- ~~12.~~11. The employee is not retained at a campus ~~that has been repurposed~~ in accordance with **the provisions of a campus turnaround plan**.~~law~~. [See AIC]
- ~~13.~~12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on **District**~~school~~ property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
- ~~14.~~13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

- ~~15-14~~. Failure to meet the District's standards of professional conduct.
- ~~16-15~~. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
- ~~17-16~~. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
- ~~18-17~~. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
- ~~19-18~~. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
- ~~20-19~~. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, ~~or the~~and community, impairs or diminishes the employee's effectiveness in the District.
- ~~21-20~~. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
- ~~22-21~~. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
- ~~23-22~~. A significant lack of student progress attributable to the educator.
- ~~24-23~~. Behavior that presents a danger of physical harm to a student or to other individuals.
- ~~25-24~~. Assault on a person on ~~District~~school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
- ~~26-25~~. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
- ~~27-26~~. Falsification of records or other documents related to the District's activities.

- ~~28-27.~~ Falsification or omission of required information on an employment application.
- ~~29-28.~~ Misrepresentation of facts to a supervisor or other District official in the conduct of District business.
- ~~30-29.~~ Failure to fulfill requirements for **state licensure or certification**, including passing certification **or licensing** examinations required by state **or federal law or by the District**, for the employee's assignment.
- ~~31-30.~~ Failure to ~~achieve or~~ maintain **licensing and certification requirements, including the completion of "highly qualified" status as** required **continuing education hours**, for the employee's assignment.
- ~~32-31.~~ Failure to **complete certification or permit renewal requirements, or failure to** fulfill the requirements of a deficiency plan, under an Emergency Permit, ~~a Special Assignment Permit~~, or a Temporary Classroom Assignment Permit.
- ~~33-32.~~ Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
- ~~34-33.~~ Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
- ~~35-34.~~ Any reason constituting good cause for terminating the contract during its term.

RECOMMENDATIONS
FROM
ADMINISTRATION

Administrative recommendations for renewal or proposed nonrenewal of ~~term professional employee~~ contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

SUPERINTENDENT'S
RECOMMENDATION

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

~~The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations.~~

NOTICE OF
PROPOSED
NONRENEWAL

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all ~~of~~ the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee notice of all reasons for the proposed nonrenewal ~~at~~ a reasonable time before the hearing. The initial notice or any subsequent notice shall contain the hearing procedures.

REQUEST FOR
HEARING

If the employee desires a hearing after receiving the notice of proposed nonrenewal, the employee shall notify the Board in writing not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURES
~~PROCEDURES~~

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made **so that a certified transcript can be prepared, if required.**

BOARD DECISION

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

NO HEARING

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

**PLAN TO REDUCE
PERSONNEL COSTS**

~~PLAN TO REDUCE
PERSONNEL COSTS~~

If the Superintendent determines that there is a need to reduce personnel costs, the Superintendent shall develop, in consultation with the Board as necessary, a plan for reducing costs that may include one or more of the following:

- Salary reductions [see DEA];
- Furloughs, if the District has received **from the commissioner of education** certification ~~from the Commissioner~~ of a reduction in funding under Education Code 42.009 [see CBA and DEA];
- Reductions in force of contract personnel due to financial exigency, if the District meets the standard for declaring a financial exigency as defined by the **commissioner** ~~Commissioner~~ [see CEA and provisions at REDUCTION IN FORCE DUE TO FINANCIAL EXIGENCY, below];
- Reductions in force of contract personnel due to program change [see DFFB]; or
- Other means of reducing personnel costs.

A plan to reduce personnel costs may include the reduction of personnel employed pursuant to employment arrangements not covered at APPLICABILITY, below.

- See DCD for the termination at any time of at-will employment.
- See DFAB for the termination of a probationary contract at the end of the contract period.
- See DFCA for the termination of a continuing contract, **if applicable**.
- See DCE for the termination at the end of the contract period of a contract not governed by Chapter 21 of the Education Code.

**REDUCTION IN FORCE
DUE TO FINANCIAL
EXIGENCY**

APPLICABILITY

~~REDUCTION IN FORCE
DUE TO FINANCIAL
EXIGENCY~~

~~APPLICABILITY~~

The following provisions shall apply when a reduction in force due to financial exigency requires:

1. The nonrenewal or termination of a term contract;
2. The termination of a probationary contract during the contract period; or
3. The termination of a contract not governed by Chapter 21 of the Education Code during the contract period.

DEFINITIONS

Definitions used in this policy are as follows:

DATE ISSUED: ~~7/8/2016~~ 5/11/2015
UPDATE ~~105~~ 102
DFFA(LOCAL)-A

ADOPTED:

1 of 5

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

1. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.
2. "Discharge" shall mean termination of a contract during the contract period.

GENERAL GROUNDS

~~GENERAL GROUNDS~~

A reduction in force may take place when the Superintendent recommends and the Board adopts a resolution declaring a financial exigency. [See CEA] A determination of financial exigency constitutes sufficient reason for nonrenewal or sufficient cause for discharge.

EMPLOYMENT AREAS

~~EMPLOYMENT AREAS~~

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.
9. Other District-wide programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

REDUCTION IN FORCE
FINANCIAL EXIGENCY

DFFA
(LOCAL)

1. Combined or adjusted (e.g., “elementary programs” and “compensatory education programs” can be combined to identify an employment area of “elementary compensatory education programs”); and/or
2. Applied on a District-wide or campus-wide basis (e.g., “the counseling program at [named elementary campus]”).

The Board shall determine the employment areas to be affected.

CRITERIA FOR
DECISION

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a reduction in force will not result in the nonrenewal or discharge of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, ~~highly qualified status~~, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee’s most recent date of hire.

~~SUPERINTENDENT
RECOMMENDATION~~

~~SUPERINTENDENT
RECOMMENDATION
BOARD VOTE
BOARD VOTE~~

The Superintendent shall recommend to the Board the nonrenewal or discharge of the identified employees within the affected employment areas.

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal or discharge, as appropriate.

If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

If the Board votes to propose discharge of one or more employees, the Board shall determine whether the hearing will be conducted by a TEA-appointed hearing examiner [see DFD] or will be a local hearing under Education Code 21.207 [see DFBB].

~~NOTICE
NOTICE~~

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal or discharge, as applicable. The notice shall include:

1. The proposed action, as applicable;
2. A statement of the reason for the proposed action; and
3. Notice that the employee is entitled to a hearing of the type determined by the Board.

~~CONSIDERATION FOR
AVAILABLE
POSITIONS~~

~~CONSIDERATION FOR
AVAILABLE POSITIONS~~

An employee who has received notice of proposed nonrenewal or discharge may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST

**NONRENEWAL:
TERM CONTRACT**

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

~~HEARING REQUEST
DISCHARGE:
NONRENEWAL
CHAPTER 21
TERM CONTRACT
CONTRACT~~

An employee receiving notice of proposed discharge from a contract governed by Chapter 21 of the Education Code may request a hearing. The hearing shall be conducted in accordance with DFD or the nonrenewal hearing process in DFBB, as determined by the Board and specified in the notice of proposed discharge.

~~DISCHARGE:
NON-
CHAPTER 21
CONTRACT~~

An employee receiving notice of proposed discharge during the period of an employment contract not governed by Chapter 21 of the Education Code may request a hearing before the Board or its designee in accordance with DCE.

FINAL ACTION

**HEARING
REQUESTED**

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

~~FINAL ACTION
REQUESTED
HEARING
REQUESTED
REQUESTED~~

If the employee does not request a hearing, the Board shall take final action in accordance with DCE, DFBB, or DFD, as applicable, and shall notify the employee in writing.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

APPLICABILITY

~~APPLICABILITY~~

This policy shall apply when a reduction in force due to a program change requires the nonrenewal of a term contract. A program change may be due to, for example, a redirection of resources; efforts to improve efficiency; a change in enrollment; a lack of student response to particular course offerings; legislative revisions to programs; or a reorganization or consolidation of two or more individual schools, departments, or school districts.

DEFINITIONS

Definitions used in this policy are as follows:

1. "Program change" shall mean any elimination, curtailment, or reorganization of a program, department, school operation, or curriculum offering, including, for example, a change in curriculum objectives; a modification of the master schedule; the restructuring of an instructional delivery method; or a modification or reorganization of staffing patterns in a department, on a particular campus, or **District-wide**~~Districtwide~~.
2. "Nonrenewal" shall mean the termination of a term contract at the end of the contract period.

~~GENERAL GROUNDS~~

A reduction in force may take place when the Superintendent recommends and the Board approves a program change. A determination of a program change constitutes sufficient reason for nonrenewal.

EMPLOYMENT AREAS

~~EMPLOYMENT AREAS~~

When a reduction in force is to be implemented, the Superintendent shall recommend the employment areas to be affected.

Employment areas may include, for example:

1. Elementary grades, levels, subjects, departments, or programs.
2. Secondary grades, levels, subjects, departments, or programs, including career and technical education subjects.
3. Special programs, such as gifted and talented, bilingual/ESL programs, special education and related services, compensatory education, or migrant education.
4. Disciplinary alternative education programs (DAEPs) and other discipline management programs.
5. Counseling programs.
6. Library programs.
7. Nursing and other health services programs.
8. An educational support program that does not provide direct instruction to students.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

9. Other ~~District-wide~~~~Districtwide~~ programs.
10. An individual campus.
11. Any administrative position, unit, or department.
12. Programs funded by state or federal grants or other dedicated funding.
13. Other contractual positions.

The Superintendent's recommendation may address whether any employment areas should be:

1. Combined or adjusted (e.g., "elementary programs" and "compensatory education programs" can be combined to identify an employment area of "elementary compensatory education programs"); and/or
2. Applied on a ~~District-wide~~~~Districtwide~~ or campus-wide basis (e.g., "the counseling program at [named elementary campus]").

The Board shall determine the employment areas to be affected.

**CRITERIA FOR
DECISION**

~~CRITERIA FOR
DECISION~~

The Superintendent or designee shall apply the following criteria to the employees within an affected employment area when a program change will not result in the nonrenewal of all staff in the employment area. The criteria are listed in the order of importance and shall be applied sequentially to the extent necessary to identify the employees who least satisfy the criteria and therefore are subject to the reduction in force. For example, if all necessary reductions can be accomplished by applying the first criterion, it is not necessary to apply the second criterion, and so forth.

1. Qualifications for Current or Projected Assignment: Certification, multiple or composite certifications, bilingual certification, licensure, endorsement, ~~highly qualified status~~, and/or specialized or advanced content-specific training or skills for the current or projected assignment.
2. Performance: Effectiveness, as reflected by:
 - a. The most recent formal appraisal and, if available, consecutive formal appraisals from more than one year [see DNA]; and
 - b. Any other written evaluative information, including disciplinary information, from the last 36 months.

If the Superintendent or designee at his or her discretion decides that the documented performance differences between

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

two or more employees are too insubstantial to rely upon, he or she may proceed to apply the remaining criteria in the order listed below.

3. Extra Duties: Currently performing an extra-duty assignment, such as department or grade-level chair, band director, athletic coach, or activity sponsor.
4. Professional Background: Professional education and work experience related to the current or projected assignment.
5. Seniority: Length of service in the District, as measured from the employee's most recent date of hire.

**SUPERINTENDENT
RECOMMENDATION**

The Superintendent shall recommend to the Board the nonrenewal of the identified employees within the affected employment areas.

~~SUPERINTENDENT
RECOMMENDATION
BOARD VOTE~~

After considering the Superintendent's recommendations, the Board shall determine the employees to be proposed for nonrenewal, as appropriate. If the Board votes to propose nonrenewal of one or more employees, the Board shall specify the manner of hearing in accordance with DFBB(LOCAL).

NOTICE
~~NOTICE~~

The Superintendent or designee shall provide each employee written notice of the proposed nonrenewal. The notice shall include a statement of the reason for the proposed action and notice that the employee is entitled to a hearing of the type determined by the Board.

**CONSIDERATION FOR
AVAILABLE
POSITIONS**

An employee who has received notice of proposed nonrenewal may apply for available positions for which he or she wishes to be considered. The employee is responsible for reviewing posted vacancies, submitting an application, and otherwise complying with District procedures.

~~CONSIDERATION FOR
AVAILABLE POSITIONS~~

If the employee meets the District's objective criteria for the position and is the most qualified internal applicant, the District shall offer the employee the position until:

1. Final action by the Board to end the employee's contract, if the employee does not request a hearing.
2. The evidentiary hearing by the independent hearing examiner, the Board, or other person designated in DFBB(LOCAL), if the employee requests a hearing.

HEARING REQUEST
~~HEARING REQUEST~~

An employee receiving notice of proposed nonrenewal of a term contract may request a hearing in accordance with DFBB.

REDUCTION IN FORCE
PROGRAM CHANGE

DFFB
(LOCAL)

FINAL ACTION

**HEARING
REQUESTED**

If the employee requests a hearing, the Board shall take final action after the hearing in accordance with DFBB and shall notify the employee in writing.

~~FINAL ACTION
REQUESTED
HEARING
REQUESTED
REQUESTED
REQUESTED~~

If the employee does not request a hearing, the Board shall take final action in accordance with DFBB and shall notify the employee in writing.

As required by law in order to receive Title I, Part A funds, the District shall provide to TEA written assurance regarding comparability of services across the District in teachers, administrators, and other staff, as well as in the provision of curriculum materials and instructional supplies.

For information on the District salary schedule, see DEA(LOCAL).

COMPARABILITY
OF SERVICES

~~The Board shall ensure equity in services among campus programs and shall maintain appropriate records reflecting equity.~~

As reflected in District records and as submitted to TEA, the District shall document compliance by using ~~, equity shall be maintained Districtwide in~~ one of the following ~~methods:~~ areas:

1. ~~Comparison of Expenditures of money per student from state and local expenditures per student funds;~~ **Comparison of Expenditures of money per student from state and local expenditures per student funds;**
2. ~~Comparison of Instructional salaries per student expenditures for from state and local base salaries funds;~~ **Comparison of Instructional salaries per student expenditures for from state and local base salaries funds;** or
3. ~~Ratio of students to full-time equivalent instructional staff whose salaries are not federally funded.~~ **Ratio of students to full-time equivalent instructional staff whose salaries are not federally funded.**

~~3.—Instructional staff/student ratios.~~

In special programs, such as special education, ~~and~~ bilingual education, **or English as a second language**, a lower ratio may be maintained and more money may be spent **per individual campus** as necessary to fulfill other legal requirements. **These costs shall be excluded from the comparability of services calculations.** ~~[See DEA]~~

~~PARENTAL
INVOLVEMENT PLAN~~

~~Annually, parents of Title I students and District personnel work jointly to develop a written parental involvement policy, setting forth the expectation for parent involvement. The policy shall be reviewed annually by parents and staff jointly in a meeting and appropriate revisions will be made.~~

~~COORDINATION
OF TECHNICAL
ASSISTANCE~~

~~The Title I District office shall coordinate and provide technical assistance to participating schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance.~~

~~BUILDING SCHOOLS
AND PARENTS'
CAPACITY FOR
INVOLVEMENT~~

~~Parents of students who attend Title I schools are annually encouraged to contact their child's campus for information on parental involvement activities. Title I campuses are encouraged to send home newsletters that will include scheduled parental involvement activities on the campus.~~

~~COORDINATION
OF PARENTAL
INVOLVEMENT
STRATEGIES WITH
ESEA PROGRAMS~~

~~Parents shall be informed of educational opportunities offered through the District.~~

~~PARENTAL
INVOLVEMENT
EVALUATION~~

~~Each year the Title I parental involvement evaluation is presented to the Title I advisory council. The council consists of administrators, teachers, and at least one parent from each Title I school. Members of the council shall have an opportunity to provide input.~~

~~PARENT
INVOLVEMENT IN
SCHOOL ACTIVITIES~~

~~Opportunities shall be provided to parents to become actively involved in their child's education. Parents are encouraged to serve as members of the District's Title I advisory council, volunteer at their school, and participate in other activities provided by the campus.~~

LIAISON FOR
HOMELESS
STUDENTS

The Superintendent shall ~~designate~~~~appoint~~ an appropriate staff person as the District liaison for ~~homeless~~ students **who are homeless.** [See FFC]

The liaison shall receive and provide to appropriate staff members professional development regarding services required by law to identify and meet the needs of students who are homeless. In addition, the liaison shall regularly review with campus admissions personnel the laws and administrative procedures applicable to students who are homeless.

ADMISSIONS

The District shall not stigmatize or segregate a student who is homeless.

The principal **and campus admissions staff** shall notify the ~~homeless~~ liaison **for homeless students** within one school day of admission of a **student who is homeless** ~~student~~.

ENROLLMENT IN
SCHOOL OF ORIGIN

In determining **the best interest** ~~feasibility~~ of **the student for the purpose of continuing the student's education in the school of origin, as defined by law, the District shall presume that keeping the** ~~educating a homeless~~ student in his or her school of origin **is in the student's best interest, except when doing so is contrary to the request of the parent, guardian, or unaccompanied youth. The District shall also** ~~, the District shall~~ consider the best interests of the student with regard to **the impact of moving schools on the student's achievement, education, health, and safety, including** such relevant factors as **:**

1. Continuity of instruction;
2. Age and grade placement of the student;
3. Distance of the commute and its impact on the student's education or special needs;
4. Personal safety of the student;
5. **The student's eligibility and** ~~Student's~~ need for **any specialized services and supports** ~~special instruction~~, such as Section 504, ~~or~~ special education and related services, **or bilingual or English as a second language services;**
6. Length of anticipated stay in a temporary shelter or other temporary location, **if applicable;**
7. Likely area of the family's or youth's future housing;
8. Time remaining in the school year; **and**
9. School placement of siblings.

	<p>Services, including transportation, that the District is required to provide shall not be considered in determining the student's school of attendance feasibility.</p>
CONTINUATION OF TRANSPORTATION	<p>The District shall provide transportation to a student who is homeless student assigned to and from attend the school of origin, as provided by law. If such a student ceases to be homeless and if requested by the parent, guardian, or unaccompanied youth, the District shall continue to provide transportation to and from the school of origin through the end of the school year. upon request from the parent or guardian. [See CNA]</p>
DISPUTE RESOLUTION PROCESS	<p>If in the District determines event that it is not in the student's best interest to attend the school of origin or the requested school, the District shall provide a written explanation, in a manner and form that is understandable to the parent, guardian, or unaccompanied youth, of the reasons for the decision, including the right to appeal.</p> <p>If the homeless student, or his or her parent, or guardian, has a complaint about eligibility, school selection admission, placement, or enrollment decisions made services provided by the District, that person shall use the complaint resolution procedures set out in FNG(LOCAL), beginning at Level Two. The District shall expedite local timelines in the District's complaint process, when possible, for prompt dispute resolution.</p> <p>Pending final resolution of the dispute, the District shall immediately enroll the homeless student in the school in which enrollment is sought and permit the student to attend classes, receive the requested services, and participate fully in school activities.</p> <p>When the principal becomes aware of a complaint, he or she shall notify the liaison for homeless students within one school day. At all times during the dispute resolution process, the liaison for homeless students or designee shall accompany and assist the student, parent, or guardian.</p> <p>[See FNG(LOCAL) for all other complaints.] in the dispute resolution process. Throughout the dispute resolution process, the homeless student shall be permitted to attend classes, receive the requested services, and participate fully in school activities.</p>



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Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Open Session Executive Session Recognition	
Date Submitted:	Administrative Report Consent Agenda Regular Agenda Information/Discussion	
Subject:		
Executive Summary:		
Fiscal Impact:	Funding Source:	Fiscal Year:
Cost: Recurring One-Time No Fiscal Impact	General Fund Grant Funds Other Funds (Specify)	Amendment Required? Yes No
Superintendent's Recommendation:		
Department Submitting:	Requested By:	
Cabinet Member's Approval:		
Board Approval Required: Yes No		

PUBLIC COMPLAINTS

GF
(LOCAL)

COMPLAINTS	In this policy, the terms “complaint” and “grievance” shall have the same meaning.
OTHER COMPLAINT PROCESSES	Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process: <ol style="list-style-type: none">1. Complaints concerning instructional materials shall be filed in accordance with EFA.2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.
GUIDING PRINCIPLES INFORMAL PROCESS	<p>The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.</p> <p>Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.</p>
FORMAL PROCESS	<p>An individual may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
FREEDOM FROM RETALIATION	Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.
GENERAL PROVISIONS FILING	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including e-mail and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

PUBLIC COMPLAINTS

GF
(LOCAL)

SCHEDULING CONFERENCES	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.
RESPONSE	At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's e-mail address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
DAYS	"Days" shall mean District business days. In calculating time lines under this policy, the day a document is filed is "day zero." The following business day is "day one."
REPRESENTATIVE	<p>"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.</p> <p>The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
CONSOLIDATING COMPLAINTS	Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.
UNTIMELY FILINGS	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
COSTS INCURRED	Each party shall pay its own costs incurred in the course of the complaint.

PUBLIC COMPLAINTS

GF
(LOCAL)

COMPLAINT AND
APPEAL FORMS

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

LEVEL ONE

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

LEVEL TWO

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

LEVEL THREE

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The Board may, at its discretion, hear the complaint on an oral presentation or upon written submission. If the complaint is heard on oral presentation, the presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

If the complaint is heard on oral presentation, the Board shall then consider the complaint. It may give notice of its decision orally or

in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

If the complaint is presented on written submission, the Board shall consider the complaint based on written submission at a scheduled Board meeting. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting after the Board considers the complaint. The written submission shall serve as the record of the Level Three proceeding before the Board, except that the Board is not required to consider documentation not previously submitted or issues not previously addressed.



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Marble Falls ISD
Board of Trustees
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Superintendent's Recommendation:		
Department Submitting:		Requested By:
Cabinet Member's Approval:		
Board Approval Required: Yes No		

Explanatory Notes

TASB Localized Policy Manual Update 106

District: Marble Falls ISD
EHBAF (LEGAL) SPECIAL EDUCATION
VIDEO/AUDIO MONITORING

This legally referenced policy addressing video and audio monitoring of certain special education classrooms or other special education settings has been revised to incorporate newly adopted commissioner of education rules, effective August 15, 2016.

In addition to a local policy requirement [see the note for EHBAF(LOCAL), below], the newly adopted subchapter of the Texas Administrative Code provides the following clarifications:

- Defines parent, staff member, and trustee, as these individuals are authorized by Education Code 29.022 to request the installation and operation of video and audio equipment in these settings;
- Identifies the self-contained classrooms and other special education settings subject to video surveillance by referencing instructional arrangements/settings defined in TEA's *Student Attendance Accounting Handbook*;
- Prohibits a district from using federal or state special education funds to implement Education Code 29.022;
- Requires the equipment, once installed, to be operational during the regular school year and extended school year services;
- Defines the term "incident," for purposes of filing a complaint with the district and requesting access to view certain video recordings; and
- For allegations of noncompliance with Education Code 29.022 or the commissioner rules, requires the use of the district's local grievance procedures or dispute resolution channels other than the federal procedures for resolving special education disputes.

EHBAF (LOCAL) SPECIAL EDUCATION
VIDEO/AUDIO MONITORING

As described above at EHBAF(LEGAL), new commissioner rules effective August 15, 2016, provide guidance on implementation of Education Code 29.022, which addresses video surveillance of certain special education settings. The rules require each school board to adopt written policies that include 13 items, as addressed in this recommended policy.

Many of the required policy statements are restatements of the statutory requirements. The following list highlights where the policy makes additional clarification of legal provisions or addresses choices available to the district.

- The rules require the policy to include the procedures for requesting video surveillance and for responding to a request. As a result, the recommended text requires a parent, trustee, or staff member to submit requests to the campus principal using a form provided by the district. After a request has been made and before installation of the cameras, the principal must provide a response to the requestor within ten business days and provide advance written notice to campus staff and to parents of students in the classroom or setting about the surveillance. Further details can be included in administrative regulations.
- The rules require operation of the cameras at all times during the instructional day when students are in the classroom or setting. The local policy text defines "instructional day" to be the portion of the school day during which instruction is taking place in the classroom or setting.

Explanatory Notes

TASB Localized Policy Manual Update 106

- A district may choose whether to post notice of surveillance at the entrance of any classroom or setting in which cameras are placed. As a best practice recommendation, the local policy text includes a requirement to post such notice.
- The policy clarifies that contractors or district personnel do not violate confidentiality restrictions by incidentally viewing a recording when carrying out job duties related to installation, operation, or maintenance of video equipment, or retention of video recordings. In addition, because the rules require the board to designate the human resource staff members who may view a recording in response to a complaint or an investigation of an incident, the recommended policy text designates these individuals as the superintendent, a principal, assistant principal or other campus administrator, and any supervisory positions in the human resource offices.
- The rules require the policy to include the procedures for reporting alleged incidents and filing complaints. The recommended text requires a person alleging that an incident occurred to complete a form provided by the district within 48 hours, if possible. Authorized district staff shall promptly view the recording and notify the person within ten business days whether the alleged incident was on the surveillance footage. Complaints are handled under the district's existing grievance policies.

Please contact the district's policy consultant if any adjustments need to be made to the enclosed local policy, including the time to respond to a request or incident report.

Please note: In late August, Policy Service will publish additional sample forms in Update 52 to the *Regulations Resource Manual*, available in the myTASB Policy Service Resource Library, to help district administrators implement this law. Until then, superintendents and policy contacts can access the forms through the Video Cameras in Special Education Classrooms [Policy Alert](#), also on myTASB.

(LOCAL) Policy Comparison Packet

Each marked-up (LOCAL) policy in this collection reflects an automated comparison of the updated policy with its precursor, as found in the TASB Policy Service records.

The comparison is generated by an automated process that shows changes as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, Policy Service's recent migration to Word 2013 causes some margin notes to appear as a tracked change where no change has taken place.

For further assistance in understanding changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Policy.Service@tasb.org

800-580-7529

512-467-0222

Note: Unless otherwise noted, the terms “video recording,” “video surveillance,” and “video monitoring” shall also include any associated audio recordings.

The District shall comply with requests for video and audio monitoring of certain self-contained special education classrooms and settings as required by law to promote student safety in those settings. Regular or continual monitoring of video recordings shall be prohibited. Video recordings shall not be used for teacher evaluation or monitoring or for any purpose other than the promotion of student safety.

REQUESTS AND
NOTICE

A parent, Trustee, or staff member making a request for video surveillance under this policy shall submit the request to the campus principal on a form provided by the District, and the principal shall provide a response to the requestor within ten District business days. The principal shall provide advance written notice to staff on the campus and to parents of the students assigned to the classroom or setting that video and audio surveillance will be conducted in the classroom or setting. The Superintendent shall develop administrative regulations as necessary to implement these request, response, and notice provisions.

INSTALLATION AND
OPERATION

When the District has installed video cameras in a classroom or other setting as required by law, the District shall operate the cameras during the instructional day at all times when students are in the classroom or other setting. For purposes of this policy, the instructional day shall be defined as the portion of a school day during which instruction is taking place in the classroom or other setting.

A campus shall continue to operate and maintain any video cameras placed in the classroom or other setting for as long as the classroom or other setting continues to satisfy the requirements in Education Code 29.022(a).

Video cameras must be capable of recording video and audio of all areas of the classroom or setting, except that no video surveillance shall be conducted of the inside of a bathroom or other area used for toileting or diapering a student or removing or changing a student’s clothes.

The District shall post notice at the entrance to a classroom or other setting in which video cameras are placed stating that video and audio surveillance is conducted in that classroom or setting.

RETENTION OF
RECORDINGS

Video recordings shall be retained for at least six months after the date of the recording but may be retained for a longer period in accordance with the District's records management program or as required by law. [See CPC]

CONFIDENTIALITY OF
RECORDINGS

Video recordings made in accordance with this policy shall be confidential and shall only be accessed or viewed by the individuals and in the limited circumstances permitted by law. Contractors and District personnel with job duties related to the installation, operation, or maintenance of video equipment, or the retention of video recordings, who incidentally view recordings when performing regular job duties such as ensuring the proper functioning of the equipment or pulling specific footage shall not be considered in violation of the confidentiality provisions.

The following individuals shall have authority to view video recordings to the extent permitted by the Family Educational Rights and Privacy Act (FERPA):

1. A District employee or a parent of a student who is involved in an incident documented by a recording for which a complaint has been reported to the District;
2. Appropriate Department of Family and Protective Services (DFPS) personnel as part of an investigation of alleged abuse or neglect of a child;
3. A peace officer, school nurse, District administrator trained in de-escalation and restraint techniques, or human resource staff member in response to a complaint or an investigation of an incident; and
4. Appropriate TEA or State Board for Educator Certification personnel or their agents as part of an investigation.

For purposes of this policy, the term "human resource staff member" shall include the Superintendent, a principal, an assistant principal or other campus administrator, and any supervisory position within the District's human resources office. If an individual listed in items 2 through 4 above believes that a recording shows a violation of District policy or campus procedures, the individual may allow access to the recording by appropriate legal and human resources personnel designated by the District for the purpose of determining whether a policy or procedure has been violated.

Any person who suspects that child abuse or neglect has occurred shall report this suspicion as required by law and District policy. [See FFG]

SPECIAL EDUCATION
VIDEO/AUDIO MONITORING

EHBAF
(LOCAL)

REPORTING AN
INCIDENT

A person alleging that an incident, as defined by law, has occurred in a classroom or other setting in which video surveillance is conducted shall file a report on the form provided by the District with the principal as soon as possible after the person suspects the alleged incident. If possible, an incident report form shall be filed within 48 hours of the facts giving rise to the allegation. The principal shall promptly view, or direct an authorized individual to view, the video surveillance footage to identify the relevant portion of the recording. No later than ten District business days after the report is filed, the principal or designee shall respond by notifying the person whether the alleged incident was recorded in the District's video surveillance footage and shall initiate other steps as required by law, District policy, or local procedures.

COMPLAINTS

Complaints related to video and audio recordings under this policy shall be filed in accordance with DGBA, FNG, or GF, as applicable.



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

Johnson-Sewell

CNGP530

VEHICLE ORDER CONFIRMATION

04/11/16 14:21:56

==>

Dealer: F52144

2017 EXPEDITION

Page: 1 of 1

Order No: 9999 Priority: E4 Ord FIN: QM164 Order Type: 5B Price Level: 725

Ord Code: 101A Cust/Flt Name: MARBLE FALLS PO Number:

	RETAIL		RETAIL
K1F	4X2 XL EL	\$44975	SP FLT ACCT CR
	.131" WHEELBASE		FUEL CHARGE
Z1	OXFORD WHITE		B4A NET INV FLT OPT NC
C	CLOTH BUCKET		DEST AND DELIV 1195
D	DUNE		TOTAL BASE AND OPTIONS 46790
101A	EQUIP GRP	575	TOTAL 46790
58B	.AM/FM SINGLE CD	NC	*THIS IS NOT AN INVOICE*
	.FLD FLAT 3RD RW		*TOTAL PRICE EXCLUDES COMP PR
99T	.3.5L ECO V6	NC	
446	.6-SPD AUTO O/D	NC	
43D	DAYTIME RNG LMP	45	
794	PRICE CONCESSN		
	REMARKS TRAILER		
153	FRT LICENSE BKT	NC	
	SP DLR ACCT ADJ		

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

F9=View Trailers

S099 - PRESS F4 TO SUBMIT

QC04540

fmcdealr@BTS-BXOQ9R1-PC

Apr 11, 2016 1:16:49 PM

Sale price \$37,375⁰⁰



Configure a New Vehicle: Choose Options

Choose Model Choose Options Customer/Other Info View Summary

Choose the options that are available for the selected PEG, and then click "Next: Configuration Summary". Click "Cancel" to cancel the entire configuration. You can see what changes you have made to the original PEG by expanding the "Options Added and Removed" section and view the "As Configured" pricing in the "My Configuration" box.

Options Added and Removed

* Indicates a required field

MY CONFIGURATION

2016 CHEVROLET TRUCK
SUBURB - CC15906 - Suburban:
2WD

PEG: 1FL

Distrib. Entity: FLT Fleet

Order Type: FNR-Fleet
Commercial

Select Vehicle Options

→ View Weekly Constraints Report (Retail)

Expand / Collapse All Options

Select	Option Code	Description	MSRP	None
Primary Color* [GAZ]				
<input type="checkbox"/>	G1C	Slate Grey Metallic	\$0.00	
<input type="checkbox"/>	G1E	Siren Red Tintcoat	\$495.00	
<input type="checkbox"/>	G1W	Iridescent Pearl Tricoat	\$995.00	
<input type="checkbox"/>	G7U	Sable Metallic	\$395.00	
<input type="checkbox"/>	GAN	Silver Ice Metallic	\$0.00	
<input checked="" type="checkbox"/>	GAZ	Summit White	\$0.00	
<input type="checkbox"/>	GBA	Black	\$0.00	
<input type="checkbox"/>	GC8	Green Envy Metallic	\$395.00	
<input type="checkbox"/>	GWT	Champagne Silver Metallic	\$0.00	
<input type="checkbox"/>	GWX	Brownstone Metallic	\$0.00	
<input type="checkbox"/>	GXG	Tungsten Metallic	\$0.00	
Trim* [H0U]				
<input type="checkbox"/>	H0K	Cocoa/Dune, Leather-appointed seat trim	\$0.00	
<input checked="" type="checkbox"/>	H0U	Jet Black, Premium cloth seat trim	\$0.00	
<input type="checkbox"/>	H2G	Jet Black, Vinyl seat trim	\$0.00	
<input type="checkbox"/>	H2T	Cocoa/Dune, Premium cloth seat trim	\$0.00	
<input type="checkbox"/>	H2U	Jet Black, Leather-appointed seat trim	\$0.00	
<input type="checkbox"/>	H2V	Jet Black/Dark Ash, Leather-appointed seat trim	\$0.00	
<input type="checkbox"/>	H2X	Jet Black, Perforated leather-appointed seat trim	\$0.00	
<input type="checkbox"/>	H2Y	Cocoa/Dune, Perforated leather-appointed seat trim	\$0.00	
<input type="checkbox"/>	H4X	Cocoa/Mahogany, Perforated leather-appointed seat trim	\$295.00	
Body Code [TB4]				
<input checked="" type="checkbox"/>	TB4	Liftgate, rear manual	\$0.00	
<input type="checkbox"/>	TB5	Liftgate, power	\$0.00	
<input type="checkbox"/>	TC2	Liftgate, power, hands free	\$0.00	
GVWR [C6A]				
<input checked="" type="checkbox"/>	C6A	GVWR, 7300 lbs. (3311 kg)	\$0.00	
Engine* [L83]				
<input checked="" type="checkbox"/>	L83	Engine, 5.3L V8 EcoTec3 with Active Fuel Management, Direct Injection and Variable Valve Timing	\$0.00	
Transmission* [MYC]				
<input checked="" type="checkbox"/>	MYC	Transmission, 6-speed automatic, electronically controlled	\$0.00	
Emissions				
<input type="checkbox"/>	FE9	Emissions, Federal requirements	\$0.00	
<input type="checkbox"/>	NE1	Emissions, Connecticut, Delaware, Maine, Maryland, Massachusetts, New Jersey, New York, Oregon, Pennsylvania, Rhode Island, Vermont and Washington state requirements	\$0.00	
<input type="checkbox"/>	YF5	Emissions, California state requirements	\$0.00	
Rear Axle [GU4]				

RELATED LINKS

- ↑ View List of All Options and Their Detailed Descriptions
- ↑ US On-Line Order/Reference Guide

40,200.⁰⁰
+ T.T.L

2-3 months + 1
Delivery

LPO WHEELS

<input type="checkbox"/>	RX1	LPO, 22" (55.9 cm) 7-spoke Silver wheels with Black inserts	\$2,995.00
<input type="checkbox"/>	SEU	LPO, 22" (55.9 cm) 6-spoke split chrome wheels	\$2,995.00
<input type="checkbox"/>	SEV	LPO, 22" (55.9 cm) 8-spoke Black wheels	\$2,995.00
<input type="checkbox"/>	SEW	LPO, 22" (55.9 cm) 5-spoke ultra-bright machined wheels	\$2,995.00
<input type="checkbox"/>	SF0	LPO, 22" (55.9 cm) 8-spoke premium Silver ultra-bright machined wheels	\$2,995.00
<input type="checkbox"/>	SF1	LPO, 22" (55.9 cm) 7-spoke Silver wheels	\$2,995.00

MIRROR O/S

<input type="checkbox"/>	DL3	Mirrors, outside heated power-adjustable, power-folding and driver-side auto-dimming	\$0.00
<input checked="" type="checkbox"/>	DL8	Mirrors, outside heated power-adjustable, manual-folding and color keyed	\$0.00

SEAT RR

<input checked="" type="checkbox"/>	AT6	Seats, second row 60/40 split-folding bench, manual	\$0.00
<input type="checkbox"/>	ATN	Seats, second row bucket, power release	W/A
<input type="checkbox"/>	ATT	Seats, second row 60/40 split-folding bench, power release	\$0.00
<input type="checkbox"/>	ATV	Seats, second row bucket, manual	\$795.00

SEAT THIRD ROW

<input checked="" type="checkbox"/>	ARN	Seat, third row manual 60/40 split-folding bench, fold flat	\$0.00
<input type="checkbox"/>	AS8	Seats, third row 60/40 split-bench, power fold	\$0.00

SPEAKER SYSTEM

<input checked="" type="checkbox"/>	UQ3	Audio system feature, 6-speaker system	\$0.00
<input type="checkbox"/>	UQA	Audio system feature, Bose premium 9-speaker system	\$0.00
<input type="checkbox"/>	UQS	Audio system feature, Bose Centerpoint Surround Sound premium 10-speaker system	\$0.00

STEPS, RUNNINGBOARD

<input type="checkbox"/>	BRS	Assist steps, power-retractable	\$1,745.00
<input checked="" type="checkbox"/>	BVE	Assist steps, Black	\$0.00

TIRE SPARE

<input checked="" type="checkbox"/>	RC4	Tire, spare P265/70R17 all-season, blackwall	\$0.00
<input type="checkbox"/>	ZBZ	Tire, spare P255/70R17 all-season, blackwall	\$0.00

WINDOW TYPE

<input type="checkbox"/>	AKP	Glass, solar absorbing	-\$295.00
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Other

<input type="checkbox"/>	A45	Memory settings	\$0.00
<input checked="" type="checkbox"/>	AG1	Seat adjuster, driver power, multidirectional	\$0.00
<input checked="" type="checkbox"/>	AG2	Seat adjuster, front passenger 6-way power	\$0.00
<input checked="" type="checkbox"/>	AU3	Door locks, power programmable with lockout protection	\$0.00
<input checked="" type="checkbox"/>	AY0	Air bags, frontal and side-impact for driver and front passenger and head curtain side-impact for all rows in outboard seating positions	\$0.00
<input type="checkbox"/>	B58	Floor mats, color-keyed carpeted first and second row, removable	\$0.00
<input type="checkbox"/>	B85	Moldings, bright bodyside	\$150.00
<input type="checkbox"/>	B86	Moldings, body-color body-side	\$100.00
<input type="checkbox"/>	BTM	Keyless start, push button	\$0.00
<input type="checkbox"/>	BTV	Remote vehicle start	\$300.00
<input checked="" type="checkbox"/>	C49	Defogger, rear-window electric	\$0.00
<input checked="" type="checkbox"/>	CE1	Wipers, front intermittent, Rainsense	\$0.00
<input type="checkbox"/>	CF5	Sunroof, power, tilt-sliding	W/A
<input type="checkbox"/>	DD8	Mirror, inside rearview auto-dimming	\$0.00
<input type="checkbox"/>	DNU	DVD screen, third row	\$0.00
<input checked="" type="checkbox"/>	FHS	E85 FlexFuel capable	\$0.00
<input type="checkbox"/>	FVX	National fleet incentive	\$0.00
<input checked="" type="checkbox"/>	G80	Differential, heavy-duty locking rear	\$0.00
<input type="checkbox"/>	JF4	Pedals, power-adjustable for accelerator and brake	\$150.00
<input type="checkbox"/>	JL1	Trailer brake controller, integrated	\$0.00
<input type="checkbox"/>	K05	Engine block heater	\$75.00
<input checked="" type="checkbox"/>	K34	Cruise control, electronic with set and resume speed	\$0.00
<input checked="" type="checkbox"/>	K47	Air cleaner, high-capacity	\$0.00
<input type="checkbox"/>	K4B	Battery, auxiliary, isolated, 730 CCA	\$190.00

<input type="checkbox"/>			
<input type="checkbox"/>	TRW	Provision for cab roof-mounted lamp/beacon	\$30.00
<input type="checkbox"/>	TUF	Texas Edition	\$0.00
<hr/>			
<input type="checkbox"/>	U2L	Radio, HD	\$0.00
<input type="checkbox"/>	U42	Entertainment system, rear seat, Blu-Ray/DVD	W/A
<input type="checkbox"/>	UD5	Front and rear parking assist	\$0.00
<input checked="" type="checkbox"/>	UD7	Rear Park Assist	\$0.00
<input type="checkbox"/>	UDD	Display, driver instrument information enhanced, multi-color	\$0.00
<input type="checkbox"/>	UFG	Rear Cross-Traffic Alert, sensor indicator	\$0.00
<input type="checkbox"/>	UG1	Universal Home Remote	\$0.00
<input type="checkbox"/>	UHS	Driver Information Center, enhanced, 8" diagonal multi-color configurable display	W/A
<input type="checkbox"/>	UHX	Lane Keep Assist	\$0.00
<input type="checkbox"/>	UJ5	LPO, Rear seat DVD entertainment system	\$2,095.00
<input type="checkbox"/>	UK3	Steering wheel controls, mounted audio and cruise controls	\$0.00
<input type="checkbox"/>	UKC	Side Blind Zone Alert with Lane Change Alert	\$0.00
<input checked="" type="checkbox"/>	UPF	Bluetooth for Phone	\$0.00
<input checked="" type="checkbox"/>	UTJ	Theft deterrent, electrical, unauthorized entry	\$0.00
<input type="checkbox"/>	UTR	Theft-deterrent alarm system, content theft alarm, self-powered horn	\$0.00
<input type="checkbox"/>	UTT	Theft Protection Package, body security content	\$410.00
<input type="checkbox"/>	UTU	Sensor, vehicle inclination, will detect vehicle being towed or jacked up	\$0.00
<input type="checkbox"/>	UTV	Sensor, vehicle interior movement, will detect movement within the cabin of the vehicle	\$0.00
<input type="checkbox"/>	UV6	Head-Up Display, Includes digital multi-function readouts	\$0.00
<input checked="" type="checkbox"/>	UVC	Rear Vision Camera	\$0.00
<input type="checkbox"/>	UVD	Steering wheel, heated, leather-wrapped and color-keyed	\$0.00
<input checked="" type="checkbox"/>	V54	Luggage rack side rails, roof-mounted	\$0.00
<input type="checkbox"/>	V76	Recovery hooks, 2 front, frame-mounted, Black	\$50.00
<input type="checkbox"/>	VAV	LPO, All-weather floor mats	\$225.00
<input checked="" type="checkbox"/>	VK3	License plate front mounting package	\$0.00
<input type="checkbox"/>	VKW	LPO, Front console organizer	\$45.00
<input type="checkbox"/>	VLG	LPO, Rear-fascia closeout	\$130.00
<input type="checkbox"/>	VLI	LPO, Rear cargo mat, all-weather	\$85.00
<input type="checkbox"/>	VNL	Fleet Program	\$0.00
<input type="checkbox"/>	VQ1	Fleet processing option	\$0.00
<input type="checkbox"/>	VQ2	Fleet processing option	\$0.00
<input type="checkbox"/>	VQ3	Fleet processing option	\$0.00
<input type="checkbox"/>	VQK	LPO, Molded splash guards	\$170.00
<input type="checkbox"/>	VQQ	LPO, Black roof rack cross bars	\$250.00
<input type="checkbox"/>	VQY	LPO, Chrome recovery hooks	\$200.00
<input type="checkbox"/>	VQZ	LPO, Polished exhaust tip	\$135.00
<input type="checkbox"/>	VRS	LPO, Cargo shade	\$195.00
<input type="checkbox"/>	VRV	LPO, Splash guards, custom molded, body-color	\$320.00
<input checked="" type="checkbox"/>	VV4	OnStar with 4G LTE	\$0.00
<input type="checkbox"/>	VXH	LPO, Assist step kit, Chrome	\$600.00
<input type="checkbox"/>	Y66	Adaptive Cruise Control	\$995.00
<input type="checkbox"/>	Y86	Enhanced Driver Alert Package	\$0.00
<input type="checkbox"/>	Y91	Trim Level: Luxury Decor	\$0.00
<input type="checkbox"/>	YK6	SEO Processing Option	\$0.00
<input type="checkbox"/>	YM8	LPO Processing Option	\$0.00
<input checked="" type="checkbox"/>	Z82	Trailer equipment	\$0.00
<input type="checkbox"/>	Z95	Suspension Package, Magnetic Ride Control	\$0.00

Special Equipment Options

<input type="checkbox"/>	01U	Special Paint	\$0.00
<input type="checkbox"/>	5HP	Key, 6 additional keys	\$40.00
<input type="checkbox"/>	5T4	Exterior body colored parts, Victory Red	\$200.00
<input type="checkbox"/>	5T5	Seats, 2nd and 3rd row vinyl with front cloth seats	\$0.00
<input type="checkbox"/>	9S1	Seats, driver and passenger front, individual seats in vinyl trim	\$0.00
<input type="checkbox"/>	9U3		\$0.00



**LEARNERS TODAY,
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MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

ADJUNCT FACULTY AGREEMENT
THE STATE OF TEXAS: COUNTY OF BURNET

On this date, at a regularly scheduled and posted meeting, came the Board of Trustees of the Marble Falls Independent School District, hereinafter referred to as "School District." A quorum having been established, the Board proceeded to consider the appointment of the herein named individual as an adjunct faculty member of the School District.

The following faculty members are eligible for participation in the Teacher Retirement System of Texas and have a minimum of a bachelor's degree.

Name: Kelly N. Tarla Title: CEA-AgNR Degree: Master of Science Date: 5/10/03 Institution: Tarleton State University

Name: Linda S. Wells Title: CEA-FCS Degree: Master of Arts Date: 5/15/01 Institution: New Mexico State University

Upon consideration and vote of _____ in favor, the above listed individual(s) is/are hereby named as an adjunct faculty member of the School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the _____ day of _____, 20____ and end on the _____ day of _____, 20____, being the end of the current academic year.
2. Adjunct faculty member will receive no compensation, salary, or remuneration from the School District.
3. Adjunct faculty member is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
4. Adjunct faculty member shall be under the direct supervision of the District Extension Administrator of District 7.
5. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. The School District shall have no responsibility for any of such benefits or plans.

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

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

This appointment of the herein named County Extension Agent(s) Linda S. Wells and Kelly N. Tarla is/are not intended nor shall be construed as a waiver of any claim or defense of sovereign or governmental immunity from liability now possessed by the School District or any of its employees, agents, officers, and/or board members in the performance of governmental functions.

Adjunct Faculty Appointment Accepted By:

Member of the School District Board

Signed this _____ day of _____, 20____.

Superintendent

Signed this _____ day of _____, 20____.

RESOLUTION
Regarding
EXTRACURRICULAR STATUS OF 4-H ORGANIZATION

Be it hereby resolved that upon this date, the duly elected Board of Trustees of the Marble Falls Independent School District meeting in public with a quorum present and certified, did adopt this resolution that recognizes the Burnet County Texas 4-H Organization as approved for recognition and eligible for extracurricular status consideration under 19 Texas Administrative Code, Chapter 76.1, pertaining to extracurricular activities.

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

Approved this _____ day of _____, 20_____.

(For Board of Trustees) Print and Sign Name

(Superintendent) Print and Sign Name

Marble Falls Independent School District
Board Meeting Minutes
July 6, 2016

Kevin Naumann, Vice- President, called the special meeting to order at 6:00 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Board Members Present: Kevin Naumann, Gary Boshears, Lee Ann Johnson and Mike Savage

Board Members Absent: Karl Westerman and Rick Edwards

Administrators Present: Dr. Chris Allen, Wade Stanford, Dr. Wes Cunningham and Lisa LeMon

Members of the Press: None

Presentation/ Discussion Items

Contract to Equalize Wealth by Purchasing Attendance Credits, Option 3

Lisa LeMon, Executive Director of Finance, reported to the Board that the District is required to submit to TEA a Chapter 41 Agreement and Option letter. There were no changes made from previous agreements.

Executive Session

At 6:03 p.m. the Board adjourned into executive session to discuss professional personnel (TX Govt. Code 551.074).

The Board reconvened from executive session at 6:35 p.m.

Discussion and Possible Approval of Action Arising from Executive Session

Professional Personnel

Upon a motion by Gary Boshears, second by Lee Ann Johnson, the Board approved Dr. Chris Allen's recommendation to approve the Professional contracts as presented.

For: 4 Against: 0 Absent: 2

Adjournment

Hearing no objection, the Board adjourned at 6:36 p.m.

Approved:

Rick Edwards, President

Lee Ann Johnson, Secretary

Marble Falls Independent School District
Board Meeting Minutes
July 19, 2016

Rick Edwards, President, called the special meeting to order at 5:00 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Board Members Present: Karl Westerman, Rick Edwards, Kevin Naumann, Gary Boshears, Lee Ann Johnson and Mike Savage

Board Members Absent: None

Administrators Present: Dr. Chris Allen, Wade Stanford and Dr. Wes Cunningham

Members of the Press: None

Executive Session

At 5:01 p.m. the Board adjourned into executive session to hear a public complaint pursuant to MFISD Policy GF (Local) Regarding a Public Officer or Employee (TX Govt. Code 551.074), Consultation with the Board's attorney regarding pending or contemplated litigation or on a matter to which the duty of the attorney to the district under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of the government code (TX Govt. Code 551.071) and Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee (TX Govt. Code 551.074).

The Board reconvened from executive session at 5:42 p.m.

Discussion and Possible Approval of Action Arising from Executive Session

Mr. Karl Westerman, moved to deny the Level III complaint but may take personnel action at a future date that the board may determine is warranted, the motion was seconded by Mr. Mike Savage. The motion carried.

For: 6 Against: 0 Absent: 0

Adjournment

Hearing no objection, the Board adjourned at 5:42 p.m.

Approved:

Rick Edwards, President

Lee Ann Johnson, Secretary

Marble Falls Independent School District
Board Meeting Minutes
July 19, 2016

Rick Edwards, President, called the regular meeting to order at 6:05 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Board Members Present: Rick Edwards, Kevin Naumann, Karl Westerman, Gary Boshears, Lee Ann Johnson and Mike Savage

Board Members Absent: None

Administrators Present: Dr. Chris Allen, Dr. Wes Cunningham, Wade Stanford, Lisa LeMon, Bruce Peckover, Manny Lunoff, Dr. Susan Maughan, Robert Keith, Michael Phillips, Dr. Melissa Fields, Susan Cox and Vicki Crouse.

Members of the Press: None

Citizen Comments

No one asked to speak.

Information Items

Financial Report

-General Fund Summary

-Expenditure Report

Quarterly Investment Report

Updated Bond Spreadsheet

Presentation/ Discussion Items

PASA Demographic Update

Dr. Pat Guzman and Dr. Stacey Tepera with PASA presented their summary findings in a brief presentation and provided copies of the complete study to the Board.

Executive Session

At 6:52 p.m. the Board adjourned into executive session to deliberate regarding the process for appointment of a trustee to serve in place 7 of the Marble Falls ISD Board (TX Govt. Code 551.074) discussion of professional personnel (TX Govt. Code 551.074) and real property (TX Govt. Code 551.072).

The Board reconvened from executive session at 8:06 p.m.

Discussion and Possible Approval of Action Arising from Executive Session

Professional Personnel

Upon a motion by Karl Westerman, second by Kevin Naumann, the Board approved the personnel contracts as presented.

For: 6 Against: 0 Absent: 0

Announcement Related to Process of Appointment of a Trustee to Serve in Place 7 of the Marble Falls ISD Board

Upon a motion by Lee Ann Johnson, second by Gary Boshears, the Board approved the Form of Interest and dates to be used as the process to appoint a trustee to fill the vacancy of MFISD Place 7.

For: 6 Against: 0 Absent: 0

Presentation/ Discussion Items

Bond Projects Update

Lisa LeMon, Executive Director of Finance, and Michael Phillips, Director of Maintenance, provided information regarding the progress of the summer renovation projects. They presented before, during and after pictures as well as budget information.

Prioritized List of Projects Funded by Designated Fund Balance

Lisa LeMon, Executive Director of Finance, reviewed the list of analyzed and prioritized requests for special projects submitted by directors and principals.

Policy Revision for DNA (Local) and DNB (Local)

Dr. Wes Cunningham, Assistant Superintendent, provided proposed policy language which would accurately reflect changes to align with the new teacher and principal evaluation system, T-TESS & T-PESS.

Certified Appraisers and Appraisal Calendar for 2016-2017 School Year

Dr. Wes Cunningham, Assistant Superintendent, presented a list of proposed certified teacher appraisers to the Board. Dr. Cunningham also presented the 2016-2017 T-TESS appraisal calendar

Election Service Contract with Burnet County for the 2016-2017 School Year

Wade Stanford, Assistant Superintendent, presented the elections contract and the joint election agreement for the May 2017 School Board Election.

District Digital Storage Expansion

Robert Keith, Executive Director of Technology, reviewed the documents to purchase a (SAN) storage array network, storage rack as well as cameras which would be needed in anticipation of compliance with HB 507 and to allow for additional security measures.

Memorandum of Agreement with the City of Granite Shoals

Dr. Chris Allen, Superintendent, presented a Memorandum of Agreement which would allow the City of Granite Shoals to develop a soccer field on District property adjacent to Highland Lakes Elementary School. This agreement would maintain the District's ability to use the land to meet future needs.

Marble Falls Accountability Community Project

Dr. Chris Allen, Superintendent, explained that the City of Marble Falls EDC has been facilitating some discussion around the Accountable Community Project. The goal of the project is to develop common understandings of values, goals, and beliefs of those who work, live, and

serve in Marble Falls. The next step of the project requires dialogue to be facilitated by Sam Silverstein, Inc. This aspect comes at a cost of approximately \$8,000 to MFISD and other "large" entities. Administration sees the value of this project to the District and others, but wants to receive input and support from the Board.

Occupational Therapy Contract

Dr. Susan Maughan, Executive Director of Special Services, explained to the Board that the district must provide occupational therapy to students with disabilities as determined by an ARD or 504 committee. Attempts to hire an OT directly on staff have not been successful. In order to meet the need for provision of occupational therapy services, Dr. Maughan would like approval of the contract developed with OT Connections at next month's board meeting.

Consider and Possible Approval of Action

Consent Agenda

Upon a motion by Lee Ann Johnson, second by Karl Westerman, the Board approved minutes from the Regular Board meeting held June 20, 2016 and the budget amendments.

For: 6 Against: 0 Absent: 0

Student Code of Conduct

Upon a motion by Lee Ann Johnson, second by Gary Boshears, the Board approved the Student Code of Conduct with specified amendments on pages seven and twenty of the proposed document.

For: 6 Against: 0 Absent: 0

Contract to Equalize Wealth by Purchasing Attendance Credits, Option 3

Upon a motion by Lee Ann Johnson, second by Karl Westerman, the Board approved the contract to equalize wealth by purchase of attendance credits and the associated option letter.

For: 6 Against: 0 Absent: 0

ALPHA Facilities Study

Upon a motion by Kevin Naumann, second by Gary Boshears, the Board approved the complete facilities condition assessment by ALPHA.

For: 6 Against: 0 Absent: 0

Executive Session

At 9:33 p.m. the Board adjourned into executive session to discuss Superintendents evaluation and contract (TX Govt. Code 551.074).

The Board reconvened from executive session at 9:44 p.m.

Discussion and Possible Approval of Action Arising from Executive Session

No Action Taken

Adjournment

Hearing no objection, the Board adjourned at 9:44 p.m.

Approved:

Rick Edwards, President

Lee Ann Johnson, Secretary

Marble Falls Independent School District
Board Meeting Minutes
August 4, 2016

Rick Edwards, President, called the special meeting to order at 6:04 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Board Members Present: Karl Westerman, Rick Edwards, Kevin Naumann, Gary Boshears, Lee Ann Johnson and Mike Savage

Board Members Absent: None

Administrators Present: Dr. Chris Allen, Dr. Wes Cunningham, Robert Keith, Vicki Crouse and Lisa LeMon

Members of the Press: Lew Kohn

Consider and Possible Approval of Action

Interlocal Agreement with Central Texas Purchasing Alliance

Lisa LeMon, Executive Director of Finance, requested that the Board approve joining the Central Texas Purchasing Alliance at a fee of \$50 per year.

Upon a motion by Lee Ann Johnson, second by Karl Westerman, the Board approved the interlocal agreement with Central Texas Purchasing Alliance as presented.

For: 6 Against: 0 Absent: 0

Budget Amendment

Upon a motion by Karl Westerman, second by Kevin Naumann, the Board approved the budget amendment as presented.

For: 6 Against: 0 Absent: 0

Purchase and Installation of Projection System in the Marble Falls High School Auditorium

Lisa LeMon, Executive Director of Finance, introduced Jon Clark. Mr. Clark requested the purchase a new projection system from BATTIS for \$53,827.00 for the high school auditorium.

Upon a motion by Kevin Naumann, second by Gary Boshears, the Board approved the purchase as presented.

For: 6 Against: 0 Absent: 0

Executive Session

At 6:20 p.m. the Board adjourned into executive session to deliberate regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or

employee (TX Govt. Code 551.074) and to discuss Professional Personnel including the Assistant Superintendent of Administration (TX. Govt. Code 551.074).

The Board reconvened from executive session at 7:16 p.m.

Discussion and Possible Approval of Action Arising from Executive Session Professional Personnel

Upon a motion by Karl Westerman, second by Gary Boshears, the Board approved the professional personnel as presented including Jeff Gasaway as the Assistant Superintendent of Administration.

For: 6 Against: 0 Absent: 0

Deliberation regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee

The Board took no action.

The board took a recess at 7:19 p.m. and reconvened at 7:27 p.m.

Executive Session

At 7:28 p.m. the Board adjourned into executive session to discuss the Superintendent's evaluation and contract (TX. Govt. Code 551.074).

The board reconvened from executive session at 9:38 p.m.

Discussion and Possible Approval of Action Arising from Executive Session Superintendent's Evaluation

Upon a motion by Lee Ann Johnson, second by Karl Westerman, the Board approved the Superintendent's evaluation.

For: 6 Against: 0 Absent: 0

Superintendent's Contract

Upon a motion by Lee Ann Johnson, second by Karl Westerman, the Board approved the Superintendent's contract be extended to a 5 year contract for Dr. Chris Allen with a 2% pay increase to his salary. Amended by Lee Ann Johnson, second by Karl Westerman, the Board approved the contract effective July 1, 2016.

For: 6 Against: 0 Absent: 0

Adjournment

Hearing no objection, the Board adjourned at 9:45 p.m.

Approved:

_____ Rick Edwards, President

_____ Lee Ann Johnson, Secretary



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MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

Certified T-TESS Appraisers
Marble Falls ISD
2016-2017

Barr, Roger
Baty, Leslie
Birdwell, Bethany
Campbell, Phyllis
Cox, Susan
Cunningham, Wesley
Fields, Clark
Gasaway, Jeff
Haley, Michael
Hampton, Allie
Harkins, Leeann
Hughes, Mickey
Koenig, Amy
Lashbrook, Stacy
Little, Peggy
Lockner, Jennifer
Lunoff, Manny
Moore, Brenda
Maughan, Susan
O'Connor, Erika
Peckover, Bruce
Oldham, Sharon



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MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

Marble Falls Independent School District

2016-2017

Appraisal Calendar

July 16						
Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August 16						
Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 16						
Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
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Appraisal Timeline

New Employee Inservice

Inservice - (First Day - August 11)

T-TESS orientation completed by August 19

August 22 - First day of school
May 25 - Last day of school

No formal observations

Holiday

September 28 - Goal Setting & PD Plan due to appraiser.

September 7 - Formal observations may begin.

April 7 - Window opens for Goal Reflections to be sent to appraiser.

April 10 - Window opens for End of Year Conferences. Written report due to teacher within 10 working days following conference.

April 10 - May 3 - End of Year Conferences
May do observations during this window.
Written summative report due to teacher within ten working days after conference.
Teacher may rebut in writing or request second appraiser within ten working days.



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

JOINT ELECTION AGREEMENT 2016-2017

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

Whereas, the undersigned local political subdivisions, collectively referred to hereafter as the "LPSs", each anticipate holding election(s) from August 2016 to July 2017; and

Whereas, each of the LPSs is located partially or entirely within Burnet County, Texas (the "County"); and

Whereas, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS's election(s) from August 2016 to July 2017; and

Whereas, the LPSs all desire to enter into a joint election agreement for the purpose of sharing election equipment, costs, services of election officials, and sharing precinct polling locations and election ballots where appropriate.

NOW THEREFORE, the LPSs agree as follows:

- I. **Scope of Joint Election Agreement.** The LPSs enter this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from August 2016 through July 2017.
- II. **Appoint Election Officer.** The LPSs appoint the Burnet County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2016 through July 2017.
- III. **Early Voting Polling Locations.** The Early Voting locations for the elections will be at the main Burnet Courthouse, 220 S. Pierce, Burnet, TX 78611 and the Courthouse South Annex in Marble Falls, 810 Steve Hawkins Pkwy., Marble Falls, TX 78654. The costs incurred in connection with the Burnet Courthouse Early Voting location will be shared only by the Burnet Consolidated Independent School District, the City of Burnet, the City of Bertram, the Central Texas Groundwater Conservation District (CTGCD) and Burnet County. The costs incurred in connection with the Courthouse South Annex Early Voting location will be shared only by the Marble Falls Independent School District, the City of Marble Falls, the City of Granite Shoals, the City of Cottonwood Shores, the City of Meadowlakes, the City of Highland Haven, the City of Horseshoe Bay, the CTGCD and Burnet County.
- IV. **Election Day Polling Locations.** Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.
- V. **Cost Sharing.** The LPSs agree to the cost sharing provisions below. This includes Burnet County, the school districts of the county, the cities of the county, and the Central Texas Groundwater Conservation District. Other entities pay a lump sum of \$1,000 for their election.
- VI. **Effective Date.** This Agreement becomes effective upon execution by the participating LPSs.
- VII. **Amendments.** This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. The county will bear at least 70% of these election costs at each voting location. The remaining 30% will be shared so that 20% is paid by the Independent School District (ISD) or CTGCD associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs. If both the ISD and CTGCD are holding elections, they each pay 10%, with any/all cities equally sharing the remaining 10%.
 - b. If there is no city election, the ISD or CTGCD associated with the polling place pays 20% or 10% each and the county the remaining 80%. Subsequently, if there is no ISD or CTGCD election, any/all cities pay 10% of the costs associated with the polling place and the county pays 90%.
 - c. If there is no city, no ISD and no CTGCD election, the county pays 100% of the costs.
- III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations and poll workers required as General Elections, held on even-numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

COST SHARING – MAY UNIFORM ELECTION DATE

- I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.
- II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:
 - a. For polling locations conducting elections of the county: the county will bear 50% of the election costs at each voting location. The remaining 50% will be shared so that 40% is paid by the Independent School District (ISD) associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs.
 - b. If there is no city election, the ISD associated with the polling place pays 50%. Subsequently, if there is no ISD election, any/all cities pay 50% of the costs equally.
 - c. If there is no city or ISD election the county pays 100%.
 - d. For polling locations NOT conducting elections of the county: the ISD pays 80% and any/all cities pay 20% equally.
 - e. If there is no city election, the ISD pays 100%.
 - f. If there is no ISD election, any/all cities pay 100% equally.

A cost estimate for the LPS election will be submitted separately.

APPROVED BY THE GOVERNING BODY OF MFISD Board of Trustees in its meeting held the 19 day of July, 2016 and executed by its authorized representative.

By: *Rick Edwards*
Name: Rick Edwards
Title: Board President

ACKNOWLEDGED BY:

Doug Ferguson
Elections Administrator, Burnet County, Texas

Date

CONTRACT FOR ELECTION SERVICES

THIS CONTRACT FOR ELECTION SERVICES (this "Contract") is made and entered into by and between the ELECTIONS ADMINISTRATOR OF BURNET COUNTY, TEXAS ("Contracting Officer") and the Local Political Subdivision set forth on the signature page of this Contract (the "LPS") pursuant to the authority under Section 31.092(a) of the Texas Election Code.

RECITALS

WHEREAS, the LPS expects to order an election during the term of this Contract and during any renewal term of this Contract (the "Election");

WHEREAS, the LPS desires that certain election services for the Election be provided by the Contracting Officer pursuant to Chapter 31, Subchapter D of the Texas Election Code and;

WHEREAS, the Contracting Officer and the LPS desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, the parties to this Contract agree as follows with respect to the coordination, supervision, and conduct of the Election.

I. GENERAL PROVISIONS.

- A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.
- B. The Contracting Officer is hereby appointed to serve as the LPS's Election Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Burnet County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.
- C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.
- D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Burnet County.

II. **RESPONSIBILITIES OF CONTRACTING OFFICER.** The Contracting Officer shall be responsible for performing the following services and furnishing the following materials and equipment in connection with the election:

- A. ***Nomination of Presiding Judges and Alternate Judges.*** The Contracting Officer shall recruit and appoint Election Day presiding and alternate judges, central accumulation station

judges, and the Early Voting Ballot Board (EVBB) presiding judge, all of which shall meet the eligibility requirements in Subchapter C of Chapter 32 of the Texas Election Code.

B. *Notification to LPS.* The Contracting Officer shall provide the LPS with the most up-to-date list of presiding and alternate judges three weeks before the statutory deadline to order the election and again three weeks before Election Day. LPS acknowledges that the information provided may not be final or complete.

C. *Notification to Presiding and Alternate Judges; Appointment of Clerks.*

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.
2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

D. *Election Training.* The Contracting Officer shall be responsible for conducting election training for the presiding judges, alternate judges, clerks, and Early Voting deputies in the operation and troubleshooting of the direct record electronic (DRE) voting system and the conduct of elections, including qualifying voters, issuing ballot style codes, maintaining order at the polling location, conducting provisional voting and counting votes.

E. *Logic and Accuracy Testing.* In advance of Early Voting (including the sending out of any mail ballots), the Contracting Officer, the tabulation supervisor, and other members the Contracting Officer designates for the testing board shall conduct all logic and accuracy testing in accordance with the procedures set forth by the Texas Election Code and under guidelines provided by the Secretary of State's office. The Contracting Officer shall also be responsible for the publication of the required notice of such testing.

F. *Election Supplies.* The Contracting Officer shall procure, prepare, and distribute to the presiding judges for use at the polling locations on Election Day (and to the Early Voting clerks during Early Voting) the following election supplies: election and early voting kits (including the appropriate envelopes, lists, forms, name tags, posters, and signage described in Chapters 51, 61, and 62, and Subchapter B of Chapter 66 of the Texas Election Code) seals, sample ballots, thermal paper rolls for use in the Judge's Booth Controllers (JBCs), batteries for use in the JBCs and eSlates, labels for the electronic poll books, and all consumable-type office supplies necessary to hold an election.

G. *Registered Voter List.* The Contracting Officer shall provide lists of registered voters required by law for use on Election Day and for the Early Voting period.

H. Notice at Previous Polling Place. The Contracting Officer shall post notices of a change in a polling place at the entrance to the previous polling location. Section 43.062 of the Texas Election Code provides that the notice shall state the location has changed and give the location of the new polling place.

I. Election Equipment. The Contracting Officer shall prepare and distribute the Direct Record Electronic (DRE) voting system components from Hart InterCivic, Inc. ("Hart") for the election. This voting system includes the equipment referred to as "eSlates" and "Judge's Booth Controllers" (JBCs). Each polling location will have at least one voting machine that is accessible to disabled voters and provides a practical and effective means for voters with disabilities to cast a secret ballot.

J. Ballots. The Contracting Officer or designee shall be responsible for the preparation, printing, programming and distribution of English and Spanish ballots and sample ballots, including the mail ballots, based on the information provided by the LPS, including names of the candidates, names of the offices sought, order of names on the ballot, propositions on the ballot, and the Spanish translation of the offices and any propositions. The ballot will be prepared in these formats: DRE, paper and auditory.

K. Early Voting. In accordance with Sections 31.096 and 32.097(b) of the Texas Election Code, the Contracting Officer shall serve as Early Voting Clerk for the election.

1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.
2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.
3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Records Building, located behind the Burnet County Courthouse Annex at 1701 E. Polk St., Burnet, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.
4. Early voting ballots shall be secured and maintained at the Records Building at 1701 E. Polk St., Burnet, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

L. Election Day Polling Locations. The Election Day polling locations are determined by the Contracting Officer in consultation with the LPS and in accordance with the Texas Election Code. The Contracting Officer shall arrange for the use of all Election Day polling places and shall arrange for the setting up of the polling location including tables, chairs and voting booths.

M. Election Day Activities.

1. The Contracting Officer and staff shall be available from 6:00 am until the completion of vote counting on Election Day to render technical support and assistance to voters and

election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.
3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

N. *Election Night Reports.* The Contracting Officer shall prepare the unofficial and official tabulation of precinct results under Section 66.056(a) of the Texas Election Code. The unofficial tabulation of Early Voting precinct results and Election Day precinct results shall be made available to the LPS via e-mail as soon as they are prepared and may be released under law, but no earlier than 7:05 pm on Election Day. The tabulation reports may also be provided to other counties as necessary for the election.

O. *Provisional Votes/Determination of Mail Ballots Timely Received under Section 86.007(d) of the Texas Election Code.* The Contracting Officer, serving as voter registrar, shall retain the provisional voting affidavits and shall provide factual information on each of the provisional voters' status. The Contracting Officer shall reconvene the EVBB after the election within the time set forth in Section 65.051 of the Texas Election Code for the purpose of determining the disposition of the provisional votes. At the same time, the EVBB will review mail ballots timely received under Section 86.007(d) of the Texas Election Code to determine whether such will be counted and to resolve any issues with such ballots.

P. *Canvass Material Preparation.* Promptly after determination of the provisional votes and resolution of any mail ballots, the Contracting Officer shall work with the EVBB to tally the accepted provisional votes and resolved mail ballots, amend the unofficial tabulations, and submit new unofficial tabulations to the LPS. The reports will serve as the canvass materials for the LPS.

Q. *Custodian of Election Records.* The election records will be submitted to the LPS except for those records that must be maintained by the Contracting Officer as Voter Registrar in accordance with Section 66.051 of the Texas Election Code. The Contracting Officer is hereby appointed the custodian of voted ballots (which in the case of the ballots cast on the DRE voting system consists of the DVD backup) and shall preserve them in accordance with Chapter 66 of the Texas Election Code and other applicable law. The Contracting Officer shall also maintain custody of the records pertaining to the operation of the JBCs and eSlates.

R. *Recount.*

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.
2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is

to be conducted. The LPS shall reimburse the Contracting Officer for the cost of such count which is not included in the original invoice.

S. *Schedule for Performance of Services.* The Contracting Officer shall perform all election services in accordance and compliance with the time requirements set out in the Texas Election Code.

T. *Contracting with Third Parties.* In accordance with Section 31.098 of the Texas Election Code, the Contracting Officer is authorized to contract with third parties for election services and supplies. The cost of such third-party services and supplies will be paid by the Contracting Officer and reimbursed by the LPS.

U. *Department of Justice Preclearance for General Elections.* If required by law, any changes to the general conduct of voting in Burnet County will be pre-cleared through the United States Department of Justice by the Contracting Officer with copies of the submission and response e-mailed to the LPS.

III. RESPONSIBILITIES OF THE LPS. The LPS shall perform the following responsibilities:

A. *Applications for Mail Ballots.* The LPS shall date stamp and then as promptly as possible fax to the Contracting Officer all applications for mail ballots that it receives. Promptly thereafter, the LPS shall deliver or send by mail the original mail ballot applications to the Contracting Officer.

B. *Election Orders, Election Notices, and Canvass.* The LPS shall be responsible for preparing, adopting, publishing, and posting all required election orders, resolutions, notices and other documents, including bilingual materials, evidencing action by the governing authority of the LPS necessary to the conduct of the election. The LPS shall be responsible for conducting the official canvass of the election.

C. *Map/ Annexations.* The LPS shall provide the Contracting Officer with an updated map and street index of its jurisdiction in an electronic or printed format and shall advise the Contracting Officer of any annexations or de-annexations.

D. *Department of Justice Preclearance for Special Elections.* If required by law, the LPS shall be individually responsible for obtaining appropriate preclearance from the United States Department of Justice for any special elections.

E. *Ballot Information.* The LPS shall prepare the text for the LPS's official ballot in English and Spanish and provide to the Contracting Officer as soon as possible at the end of the period for ordering the election or filing for candidacy. The ballot information shall include a list of propositions showing the order and the exact manner in which the candidates' names and the propositions are to appear on the ballot. The LPS shall promptly review for correctness the ballot when requested by the Contracting Officer to do so prior to finalization and shall approve by e-mail or by signature in person.

F. *Precinct Reports to the Texas Secretary of State.* Based on information provided by the Contracting Officer, the LPS shall prepare and file all required precinct reports with the Texas Secretary of State.

G. Annual Voting Report. The LPS shall be responsible for filing its annual voting system report to the Texas Secretary of State as required under Chapter 123 *et seq.* of the Texas Election Code.

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

A. Number of Election Workers at Election Day Polling Locations. It is agreed by the Contracting Officer and the LPS that there will be at least three election workers at each Election Day polling location: the presiding judge, an alternate judge, and at least one election clerk appointed by the presiding judge. The number of necessary clerks is derived from the number of elections at the poll and the number of registered voters for that poll.

B. Compensation for Election Workers. The Contracting Officer shall compensate all election workers in accordance with the Contracting Officer's established compensation policies, in accordance with the Texas Election Code and using the rates set by Burnet County Commissioners Court for county elections. The Contracting Officer shall pay the workers and be reimbursed by the entities sharing the polling location unless a polling place is open for only one LPS holding an election. In this case, the LPS shall pay the election workers directly.

V. PAYMENT

A. Charges and Distribution of Costs. In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. The cost estimate is set forth in the Cost Estimate.

B. Administrative Fee. The Contracting Officer shall charge a fee equal to 10% of the LPS's share of the cost of the election or a minimum of \$75.00.

C. Equipment Rental Fee. Per Section 123.032(d) of the Texas Election Code, the Burnet County Commissioners Court has set the equipment rental fee at \$150 per JBC and per eSlate. There is no charge for Early Voting rental of equipment. If the County acquires additional equipment, different voting equipment, or upgrades existing equipment during the term of this Contract, the charge for the use of the equipment may be reset by the Burnet County Commissioners Court.

D. Fixed Lump Sum Price for Districts other than Cities, School Districts and Central Texas Groundwater Conservation District. A LPS that is not a city, school district or the Central Texas Groundwater Conservation District shall pay the Contracting Officer a fixed lump sum price to administer its election. The only item not included in the lump sum price is the cost of any recount.

E. Payment. The Contracting Officer's invoice shall be due and payable to the address set forth in the invoice within 30 days from the date of receipt by the LPS.

VI. TERM AND TERMINATION

A. Initial Term. The initial term of this Contract shall commence upon the last party's execution

hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

- B. **Renewal.** Subject to the termination rights set forth herein, this Contract shall automatically renew for a one-year term.
- C. **Termination.** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

- A. **Nontransferable Functions.** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:
 - 1. The authority with whom or the place at which any document or record relating to the election is to be filed;
 - 2. The officers who conduct the official canvass of the election returns;
 - 3. The authority to serve as custodian of voted ballots or other election records; or
 - 4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.
- B. **Cancellation of Election.** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of \$75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. PAYMENT** above.
- C. **Contract Copies to Treasurer and Auditor.** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Burnet County, Texas.
- D. **Election to Resolve a Tie.** In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:
 - 1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.
 - 2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.
 - 3. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.

4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

E. **Amendment/ Modification.** Except as otherwise provided, this Contract may not be amended, modified, or changed in any respect except in writing, duly executed by the parties hereto. Both the Contracting Officer and the LPS may propose necessary amendments or modifications to this Contract in writing in order to conduct the election smoothly and efficiently, except that any such proposals must be approved by the Contracting Officer and the governing body of the LPS or its authorized agent, respectively.

F. **Severability.** If any provision of this Contract is found to be invalid, illegal, or unenforceable a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provisions of this Contract and parties to this Contract shall perform their obligations under this Contract in accordance with the intent of the parties to this Contract as expressed in the terms and provisions.

G. **Representatives.** For purposes of implementing this Contract and coordinating activities, the Contracting Officer and the LPS designate the following individuals for submission of information, documents and notice:

For the Contracting Officer:

Doug Ferguson
Elections Administrator, Burnet County
220 S. Pierce
Burnet, TX 78611
Tel: (512) 715-5288
Fax: (512) 715-5287
Email: electadmin@burnetcountytexas.org

For the LPS:

* * *

WITNESS BY MY HAND THIS THE _____ DAY OF _____, 20____.

CONTRACTING OFFICER:

Doug Ferguson, Elections Administrator
Burnet County, Texas

WITNESS BY MY HAND THIS THE 19 DAY OF July, 2016.

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: MEISD School Board

By: Rick Edwards

Printed Name: Rick Edwards

Official Capacity: Board President

ATTEST: _____



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		



**MEMORANDUM OF AGREEMENT BETWEEN
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT,
THE CITY OF GRANITE SHOALS, TEXAS**

This Memorandum of Agreement is being executed and made between **MARBLE FALLS INDEPENDENT SCHOOL DISTRICT**, an independent school district and political subdivision of the State of Texas (the “District”), the **CITY OF GRANITE SHOALS, TEXAS**, a political subdivision of the State of Texas (the “City”), acting by and through their duly authorized representatives.

WHEREAS, the District owns what is currently unimproved land, the “Land” which is part of that certain property acquired by the District in deed dated [REDACTED], being generally located on the map attached hereto as Exhibit “A”; and

WHEREAS, the parties have discussed the need for recreational facilities to serve the students and residents of the Granite Shoals and Marble Falls community areas; and

WHEREAS, the City desires to build and construct upon the Land certain improvements for recreational facilities for such purposes (the “Improvements”), such improvements being generally described on Exhibit “B” attached hereto; and

WHEREAS, the City has requested that the District grant a temporary construction easement to such parties to accomplish the construction of the Improvements to the Land; and

WHEREAS, the District has determined that the construction of the Improvements on the Land by the City will provide long-term, valuable and continuing benefits to the District, its programs, students and patrons; and,

WHEREAS, the City has determined that the construction of the Improvements on the Land would provide long-term, valuable and continuing benefits to the residents of the Granite Shoals and Marble Falls communities;

NOW, THEREFORE, for and in consideration of the covenants, conditions and undertakings hereinafter described, and the benefits to accrue to the District and its students and the residents of the Marble Falls and Granite Shoals communities, the parties enter into this Memorandum of Agreement as follows:

1. The City agrees to construct the Improvements on the Land pursuant to and as provided in a Temporary Construction Easement to be granted by the District to the City. The completion of the construction of the Improvements shall be on or before September 1, 2019. The Improvements shall be constructed pursuant to and in accordance with the requirements of the District, and any plans for construction shall first be approved by the District prior to construction (“Construction Obligations”). The City shall work to restore any portion of the Land that is injured or damaged by such parties’ use of the easement area and activities thereon, as closely as possible to substantially the same condition or better than existed previous to Grantee’s entry upon the Property, taking into consideration the use and purposes to which the Land is to be put.

2. In consideration of the City constructing the Improvements on the Land, the City shall have priority in and the opportunity to schedule in advance each party's use of the improved facilities at this location at such times the District does not need, desire, and/or require use of the facilities for its educational purposes. The parties agree that priority in the opportunity for advance scheduling of such use of the facilities shall be provided to the City at the start of each semester. Additionally, such consideration shall include a waiver of any fees for such parties' use of the Land, if any, that would otherwise be assessed according to the District's then current Facility Use Policy GKD (LOCAL) and GKD (LEGAL).

3. The City will provide all of the funds necessary to construct the Improvements on the Land and to complete the Construction Obligations.

4. After the construction of the Improvements has been completed, the District will be responsible for the overall maintenance and upkeep of the Land and improvements other than water lines. The City shall be responsible for the maintenance and repair of the water utilities serving the Land.

5. The City will engage all necessary and appropriate licensed design professionals for the design and construction of the Improvements.

6. Access to the Land shall be provided as necessary and as set forth in the Temporary Construction Easement.

7. Except for the scheduling priority discussed in paragraph 2. above, use of the Land by such parties shall be in accordance with the District's then current Board Policy GKD (LOCAL) and GKD (LEGAL), including any applicable insurance requirements.

8. This Agreement shall not be assignable by any party without the prior written consent of the other parties.

9. No waiver or consent, express or implied, by any party to or of any breach or default by any party in the performance by such party of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such party of the same or any other obligations of such party hereunder. Failure on the part of a party to complain of any act of any party or to declare any party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder until the applicable statute of limitation period has run.

10. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, representatives, successors and assigns where permitted by this Agreement.

8. The City shall provide proof of insurance to the District in amounts and coverages acceptable to the District during the term of this Agreement and such parties' work for the Construction Obligations described herein. The City agrees to and shall require any contractors or subcontractors performing any work related to or in connection with the City's Construction Obligations to carry and maintain insurance coverage in the types and amounts as follows:

Workmen's Compensation: All liability arising out of the employment of workers and anyone for whom such employer shall be liable for Worker's Compensation claims.

Employer's Liability: \$1,000,000.00

Commercial General Liability:

Each Occurrence	\$1,000,000.00
General Aggregate	\$2,000,000.00
Products and Completed Operations	\$1,000,000.00
Property Damage	\$1,000,000.00 (each occurrence)
	\$2,000,000.00 (aggregate)
Independent Contractors	(same limits as above)
Contractual Liability	(same limits as above)

Coverage shall include:

Premises - Operations
Independent Contractors
Products - Completed Operations
Contractual Liability
Broad Form Property Damage

Comprehensive Automobile Liability:

Owned, Non-Owned, and Hired Combined Single Limit	\$300,000
--	-----------

9. All work shall be performed at times that minimize interruption to regular District activities and operation. The City shall protect the safety of pedestrian and vehicle traffic through and near the Improvement and shall immediately cordon off the construction site area with barriers, ropes, signs, etc. All necessary safety precautions shall be exercised by the City.

10. All work shall comply with any applicable, governing building codes, as revised and latest supplements thereto. All work shall comply with all laws, rules, and regulations of Burnet County, the State of Texas, and the United States of America. The City shall be responsible, at their sole cost and expense, to obtain all permits, licenses, inspections, etc., that may be required by any jurisdiction having authority over this project.

11. TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE MARBLE FALLS INDEPENDENT SCHOOL DISTRICT ("DISTRICT", ITS AGENTS, TRUSTEES AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF, OR RESULTING FROM ANY CLAIM OR ACTION BASED ON OR ARISING OUT OF INJURIES, INCLUDING DEATH, TO PERSONS OR DAMAGES TO OR DESTRUCTION OF PROPERTY, SUSTAINED OR ALLEGED TO HAVE BEEN SUSTAINED IN CONNECTION WITH OR TO HAVE ARISEN OUT OF OR INCIDENTAL TO THE PERFORMANCE OF ANY SERVICES OR WORK PROVIDED PURSUANT TO OR IN CONNECTION WITH THIS AGREEMENT BY THE CITY, ITS AGENTS AND EMPLOYEES, AND THEIR SUBCONTRACTORS, THEIR AGENTS AND EMPLOYEES, REGARDLESS OF

WHETHER SUCH CLAIMS OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF THE DISTRICT, DISTRICT'S REPRESENTATIVES, OR THE TRUSTEES, EMPLOYEES, AGENTS, INVITEES OR LICENSEES THEREOF.

IN WITNESS WHEREOF, the parties have executed and attested this Agreement by their officer's thereunto duly authorized as of the date first written above.

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

CITY OF GRANITE SHOALS, TEXAS

By: _____

Name: _____

Title: _____

Date: _____



**LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

Member Representative Form

I understand the Member is required to appoint a Member Representative that has express authority to represent and bind the Member in all property/casualty coverage matters, as outlined in the PCAT Interlocal Agreement (Agreement), in the section entitled "General Provisions".

I hereby appoint the following Member Representative:

<u>JEFF GASAWAY</u> Printed Name of Member Representative	<u>ASSISTANT SUPERINTENDENT</u> Member Representative Title <u>OF ADMINISTRATION</u>
<u>1800 COLT CIRCLE</u> Mailing Address	<u>MARBLE FALLS, TX 78654</u> City, State & Zip Code
<u>1800 COLT CIRCLE</u> Street Address	<u>MARBLE FALLS, TX 78654</u> City, State & Zip Code
<u>830-693-4357</u> Phone	<u>830-693-5685</u> Fax
	<u>JGASAWAY@MFISD.TXED.NET</u> E-mail Address

Through the execution of my signature below, I hereby warrant that I am duly authorized to sign this Member Representative Form and affirm the named Member's participation. Furthermore, I certify that I have read and understood the entire Agreement.

Member (School Entity):

Property Casualty Alliance of Texas (PCAT):

Signature of School District's Board Member

Printed Name

Title

School Entity Name (Member)

Date

Signature of PCAT Board Member

Printed Name of PCAT Board Member

Date



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MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
Agenda Item Information**

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Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		



Marble Falls
Independent
School District

INTEROFFICE MEMORANDUM

Date: August 24, 2016

To: Board of Trustees and Dr. Allen

From: Lisa LeMon, Executive Director of Finance

Subject: Consider Approval of Budget Amendments

Budget amendments included for approval (copies follow):

16-00002	Reallocate budget for contracted services - \$8,354
16-00003	Reallocate budget for Cisco Emergency Responder project - \$11,887
16-00004	Reallocate budget for Vision Statement shirts - \$6,592
16-00005	Reallocate budget for Skyward annual renewal fee - \$19,544
16-00007	Reallocate budget for new teacher breakfast - \$500
16-00008	Reallocate budget for public relations supplies - \$100
16-00009	Increase budget for M & O certified values - \$1,450,049
16-00010	Increase budget for I & S certified values - \$206,753

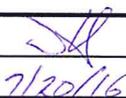
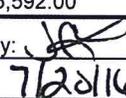
**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #:		16-00002		Reason for amendment:		BUDGET ADJUSTED TO COVER PROFESSIONAL SERVICES	
Fiscal Year:		2016-2017					
Account Number				Account Description		Debit	Credit
EXPENDITURES						Increase	Decrease
1	199E21621100923023000	LEGAL SERVICES					480.00
2	199E21624899923023000	COMPUTER CONTR. MAINT. & REPAIR					270.00
3	199E21639800923023000	COMPUTER RELATED SUPPLIES					80.00
4	199E21639901923023000	GENERAL SUPPLIES					1,081.00
5	199E21641100923023000	TRAVEL - EMPLOYEE ONLY					1,195.00
6	199E21649500923023000	DUES					95.00
7	199E31633900923023000	TESTING MATERIALS					4,017.00
8	199E33624900041099000	CONTRACTED MAINT. & REPAIR					150.00
9	199E33624900101099000	CONTRACTED MAINT. & REPAIR					150.00
10	199E33624900102099000	CONTRACTED MAINT. & REPAIR					200.00
11	199E33624900103099000	CONTRACTED MAINT. & REPAIR					150.00
12	199E33624900104099000	CONTRACTED MAINT. & REPAIR					160.00
13	199E13629900923023000	MISC. CONTRACTED SERVICES					200.00
14	199E13649900923023000	MISC. OPERATING COSTS					126.00
15	199E11621900923023000	PROFESSIONAL SERVICES				8,354.00	
16							
17							
18							
19							
20							
REVENUE						Decrease	Increase
21							
22							
23							
24							
Totals						8,354.00	8,354.00
Board Approval Required		Prepared by:	Approved by:	Reviewed by:	Entered by:		
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>		
		Date: 7-18-16	Date:	Date: 7/20/16	Date: 8/8/16		

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #: 16-00003		Reason for amendment: To move budget for Cisco Emergency Responder project	
Fiscal Year: 2016-17			
Account Number		Account Description	Debit
			Credit
EXPENDITURES			Increase
			Decrease
1	199-53-6299.00-953-099-095	Contracted Services	6,528.00
2	199-53-6398.00-953-099-095	Technology Supplies	5,359.00
3	199-52-6248.00-731-099-000	Contracted Maintenance	
4	199-11-6399.00-999-011-X00	General Supplies	
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
REVENUE			Decrease
			Increase
21			
22			
23			
24			
Totals		-	11,887.00
		-	11,887.00
Board Approval Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: Lisa LeMon Date: 07/19/16	Approved by: Lisa LeMon Date: 07/19/16
		Reviewed by: <i>DL</i> Date: 7/19/16	Entered by: <i>DL</i> Date: 7/20/16

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #: 16-00004		Reason for amendment: To move budget for Vision Statement Shirts	
Fiscal Year: 2016-17			
Account Number		Account Description	Debit
			Credit
EXPENDITURES		Increase	Decrease
1	199-41-6399.00-701-099-000	General Supplies	6,592.00
2	199-11-6399.00-999-011-X00	General Supplies	6,592.00
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
REVENUE		Decrease	Increase
21			
22			
23			
24			
Totals		6,592.00	6,592.00
Board Approval Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: Lisa LeMon Date: 07/19/16	Approved by: Lisa LeMon Date: 07/19/16
		Reviewed by:  Date: 7/20/16	Entered by:  Date: 7/20/16

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #:	<i>16-00005</i>	Reason for amendment: SKYWARD ANNUAL RENEWAL				
Fiscal Year:	2016-17					
Account Number	Account Description			Debit	Credit	
EXPENDITURES					Increase	Decrease
1	199-41-6398-01-740-099-000	COMPUTER RELATED SUPPLIES			19,544.00	
2	199-53-6398-01-953-099-000	COMPUTER RELATED SUPPLIES				19,544.00
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
REVENUE					Decrease	Increase
21						
22						
23						
24						
Totals					-	19,544.00
Board Approval Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: David Hemond Date: 08/09/16	Approved by: David Hemond Date: 08/09/16	Reviewed by: Date:	Entered by: <i>[Signature]</i> Date: <i>8/9/16</i>	

Revised 8/01/05

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #: 16-00007		Reason for amendment: INCREASE BUDGET FOR NEW TEACHER BREAKFAST			
Fiscal Year: 2016-17					
Account Number		Account Description		Debit	Credit
EXPENDITURES					
				Increase	Decrease
1	199-41-6499-00-701-099-000	MISC OPERATING COSTS		500.00	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
REVENUE					
				Decrease	Increase
21	199-00-5744-00-000-000-000	GIFTS & BEQUESTS			500.00
22					
23					
24					
Totals				500.00	500.00
Board Approval Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: David Hemond Date: 08/16/16	Approved by: David Hemond Date: 08/16/16	Reviewed by: Date:	Entered by:  Date: 8/17/16

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #:	16-00008	Reason for amendment:	INCREASE BUDGET FOR DONATION FROM STEWART INS & FIN SVCS		
Fiscal Year:	2016-2017				
Account Number	Account Description			Debit	Credit
EXPENDITURES				Increase	Decrease
1	199.E.41.6399.04.701.0.99.0.00	PUBLIC RELATIONS GEN SUPPLIES		100.00	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
REVENUE				Decrease	Increase
21	199.R.00.5744.00.000.0.00.0.00	GIFTS & BEQUESTS			100.00
22					
23					
24					
Totals				100.00	100.00
Board Approval Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: <i>[Signature]</i> Date: 8/16/16	Approved by: <i>[Signature]</i> Date: 8/17/16	Reviewed by: <i>[Signature]</i> Date: 8/17/16	Entered by: <i>[Signature]</i> Date: 8/17/16

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #:	16-00007	Reason for amendment:	Increase M & O budget due to increase in certified values		
Fiscal Year:	2016-17				
Account Number	Account Description		Debit	Credit	
EXPENDITURES			Increase	Decrease	
1	199-91-6224.00-999-099-000	Recapture	88,996.00		
2	199-11-6119.00-999-099-000	Professional Salaries	352,767.00		
3	199-11-6398.00-001-022-000	Technology Supplies	17,925.00		
4	199-53-6398.00-953-099-000	Technology Supplies	7,550.00		
5	199-11-6399.00-001-022-000	General Supplies	7,325.00		
6	199-36-6412.00-001-091-000	Student Travel	25,000.00		
7	199-34-6631.00-934-099-000	Capital Outlay - Vehicles	300,000.00		
8	199-51-6399.00-951-099-000	General Supplies	100,000.00		
9	199-11-6399.00-999-011-X00	General Supplies	89,275.00		
10	199-13-6291.00-913-099-000	Consulting Services	17,000.00		
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
REVENUE			Decrease	Increase	
21	199-00-5711.00-000-000-000	Current Property Taxes			943,772.00
22	199-00-5811.00-000-000-000	Available School Fund			506,277.00
23	199-00-5812.00-000-000-000	Foundation School Program	444,211.00		
24					
Totals			-	1,450,049.00	1,450,049.00
Board Approval Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: Lisa LeMon Date: 08/24/16	Approved by: Lisa LeMon Date: 08/24/16	Reviewed by:  Date: 8/24/16	Entered by:  Date: 8/24/16

**MARBLE FALLS ISD
BUDGET AMENDMENT**

Batch #:	16-00010	Reason for amendment:	Increase I & S budget due to increase in certified values		
Fiscal Year:	2016-17				
Account Number	Account Description			Debit	Credit
EXPENDITURES				Increase	Decrease
1	599-71-6511.00-998-099-000	Bond Principal		206,753.00	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
REVENUE				Decrease	Increase
21	599-00-5711.00-000-000-000	Current Property Taxes			206,753.00
22					
23					
24					
Totals				-	206,753.00
Board Approval Required <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: Lisa LeMon Date: 08/24/16	Approved by: Lisa LeMon Date: 08/24/16	Reviewed by: <i>[Signature]</i> Date: 8/24/16	Entered by: <i>[Signature]</i> Date: 8/24/16

Marble Falls ISD
Amendment to Budget - Certified Values
FYE 6-30-17

	Adopted Budget	Amendment	Change
Taxable Values	\$ 2,709,281,710	\$ 2,789,256,280	\$ 79,974,570
% increase over 2015-16	0.507%	3.474%	2.967%
Current Property Taxes:			
M & O	\$ 32,965,310	\$ 33,909,082	\$ 943,772
I & S	\$ 7,257,907	\$ 7,464,660	\$ 206,753
State Revenue:			
Available School Fund	\$ 1,011,858	\$ 1,518,135	\$ 506,277
Foundation	\$ 1,569,780	\$ 1,125,569	\$ (444,211)
Recapture	\$ 3,499,700	\$ 3,588,696	\$ (88,996)
Total Net Change in Revenue			<u>\$ 1,123,595</u>
Net Change in Revenue - M & O			\$ 916,842
Net Change in Revenue - I & S			<u>\$ 206,753</u>
			<u>\$ 1,123,595</u>



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**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		



ORDINANCE TO SET TAX RATE

Date 8-29-16

On this date, we, the Board of Trustees of the Marble Falls Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2016 at a total tax rate of \$1.28, to be assessed and collected by the duly specified assessor and collector as follows:

\$1.0533 for the purpose of maintenance and operation, and

\$0.2267 for the purpose of payment of principal and interest on debts.

Such taxes are to be assessed and collected by the tax officials designated by the District.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

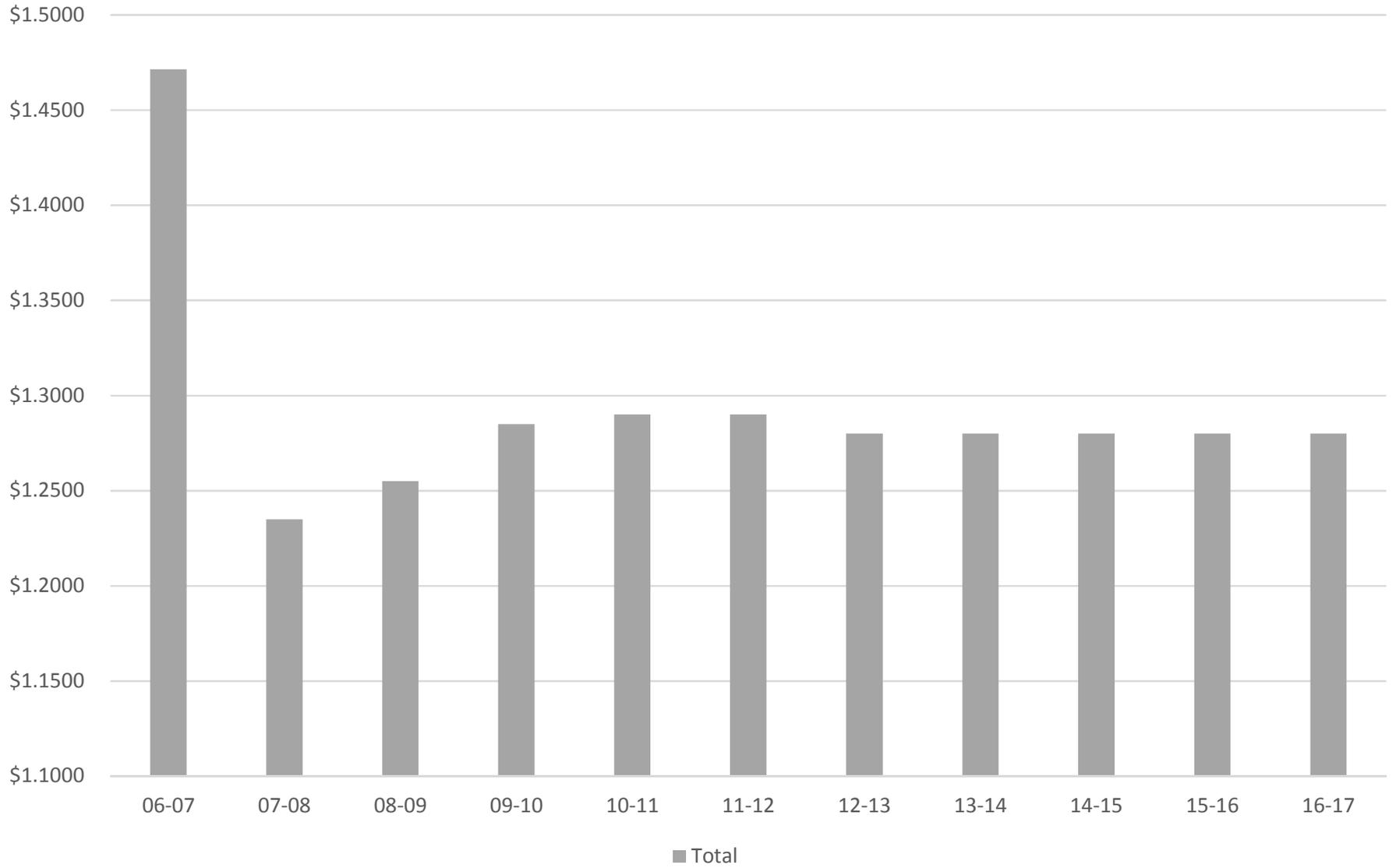
IN CERTIFICATION THEREOF:

Signed: _____
President

Attest: _____
Secretary

**Marble Falls ISD has an unyielding commitment to love every child
and inspire them to achieve their fullest potential.**

Total Tax Rate by Year



153



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MUSTANGS FOREVER!**

**Marble Falls ISD
Board of Trustees
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Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

Bid Project Evaluation Rubric

Project:

Replacement CTE Truck

Estimate: \$37,000

Vendors:

Weighting

Cost

60%

Proposal Meeting Bid Specs

20%

Proposed Services Including Work Plan

20%

Rating (1-4)

0

0

0

0

Cost Rating: 1-4

- 4 = Proposal falls within budget estimate and/or is lowest bid
- 3 = Proposal falls within budget estimate and/or is next lowest bid
- 2 = Proposal is higher than budget estimate
- 1 = Proposal is higher than budget estimate and/or is highest bid

Meeting Bid Specs

- 4 = Proposal meets all proposed bid specs
- 3 = Proposal meets bid specs with exceptions
- 2 = Proposal does not meet bid specs with exceptions
- 1 = Proposal includes specs unrelated to planned project and is above budget estimate

Proposed Services Include Work Plan

- 4 = Contractor has previous MFISD experience and is a local Marble Falls area Contractor
- 3 = Contractor is a local Marble Falls area Contractor
- 2 = Contractor has previous MFISD experience
- 1 = Contractor has no previous MFISD experience and is not a local Marble Falls area Contractor



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**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

Consultant Services Contract Marble Falls Independent School District

The contract is entered into by and between the Marble Falls Independent School District (“MFISD”) and OT Connection (“Contractor”).

During the 2016/2017 School year as determined by MFISD’s official school calendar, as may be amended or adjusted from time to time by MFISD, Contractor will provide services as described in this Agreement as an independent contractor. It is the Parties’ intention that Contractor will be an independent contractor and not MFISD employee for all purposes, including without limitation, the application of the Fair Labor Standards Act, minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, state revenue and taxation law, state workers’ compensation law, and state unemployment insurance laws. Contractor will retain discretion in the manner and means of carrying out the services and responsibilities described herein. Contractor agrees that he/she has a separate and independent enterprise from the MFISD that he/she has a full opportunity to find other business, that he/she has made his/her own investment in his/her business, and that he/she will utilize a high level of skill necessary to perform the work. Under no circumstances shall either Party construe this Agreement to create an employer-employee relationship between Contractor and MFISD, or as creating any joint employment relationship between Contractor and MFISD. MFISD will not be liable for any obligations incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, and Contractor agrees to waive any claims against MFISD for the same.

CONTRACTOR AGREES TO INDEMNIFY AND HOLD MFISD HARMLESS FROM ANY AND ALL LIABILITY THAT MFISD MAY INCUR, INCLUDING WITHOUT LIMITATION, DAMAGES OF EVERY KIND AND NATURE, OUT-OF-POCKET COSTS AND LEGAL EXPENSES, INCURRED BY REASON OF THE CONTRACTOR’S NEGLIGENCE OR BREACH OF THIS CONTRACT.

Contractor hereby affirms that no conflict of interest exists that would prohibit his/her provision of services under this contract.

Contractor shall provide MFISD the following services:

- a) Occupational Therapy services;
- b) Documentation for each service provided and each student seen;
- c) Other duties as requested by the Director of Special Education relating to evaluation; and
- d) Participation in ARD committee meetings, due process hearings, and investigations by the Texas Education Agency (TEA) and the Office for Civil Rights (OCR) as requested by the Director of Special Education.

Contractor agrees to maintain the confidentiality of information from student records to which he/she is granted access and to not reveal information from student records to any individual other than District employees with a legitimate educational interest or a student’s

parents or legal guardians without the express written consent of the District.

Contractor certifies that he/she has received national criminal history record information relating to any person who will be performing duties under this Agreement and who will have direct contact with students. In the alternative, Contractor agrees to submit necessary information for MFISD to obtain a criminal history record on Contractor and his/her agents. Contractor further represents that he/she has not been convicted of a felony or misdemeanor offense that would prevent a person from being employed by a school district pursuant to Texas Education Code §22.085.

Contractor agrees that all individuals providing services under this Agreement will comply with all applicable MFISD policies, including without limitation MFISD's policies regarding the health, safety, and welfare of MFISD students, staff, and guests. Contractor shall not utilize any person to perform services under this Agreement to whom MFISD has a reasonable objection, who has not had the requisite background check performed, or is found, in MFISD's sole discretion, to have violated MFISD policies.

No member of the MFISD school board has a direct or indirect financial interest in the transaction that is the subject of this agreement.

MFISD shall pay Contractor according to the Fee Schedule below. For full school weeks, the Contractor shall work and be paid for a minimum of 32 hours of Occupational Therapy services in addition to Contractor's travel time. Travel time will be based on the number of days therapists travel to MFISD to provide services under this Agreement. A full school week is a week during the MFISD academic school year in which students attend school Monday-Friday. For shorter school weeks, Contractor will be paid the hourly and travel rates below for services performed for MFISD. Contractor shall not be paid in advance of services rendered. Any taxes, FICA, or other deductions which MFISD is legally required to make from the pay of regular employees will not be withheld from payments under this contract. Contractor will not be entitled to any fringe benefits that would be offered to regular MFISD employees, including unemployment insurance, medical insurance, pension plans, and other benefits.

Contractor will, for the duration of this Agreement, purchase and maintain insurance coverage for the acts and omissions of Contractor, Contractor's agents, employees, officers, independent contractors, individuals under Contractor's control, and any others providing services to MFISD under this Agreement. Contractor will also maintain, for the duration of this agreement, worker's compensation coverage and all other legally required insurance policies at statutorily required levels or industry standard levels, whichever is greater.

Fee Schedule:

- Evaluation/Re-evaluation: \$350/hour
- Travel Rate: \$55/hour
- Treatment, Paperwork/Documentation/Parent/Teacher consult/ARD meetings: \$85/hour

Contractor must submit invoices in proper order to:

Susan Maughan
Executive Director of Special Services
1800 Colt Circle
Marble Falls, Texas 78654

or via email to:

smaughan@mfisd.txed.net

MFISD, TEA, the Comptroller General or any of their duly authorized representatives shall have access to any books, documents, or records of the Contractor that are directly related to this Agreement for the purpose of making audit examination excerpts and transcriptions. Additionally, the Contractor shall maintain all required records for a minimum of five (5) years after the School District has made final payments and all related pending matters are closed.

Contractor agrees to fully exhaust administrative remedies under the District's Policy GF (LOCAL) before seeking judicial relief of any type in connection with any matter related to this Agreement. MFISD's policy GF(LOCAL) is explicitly incorporated into this Agreement as Exhibit A. The timelines under Policy GF (LOCAL) are amended for purposes of this Agreement as follows: complaint must be reduced to writing and filed with the appropriate administrator of MFISD within ninety (90) calendar days of the event or action that is the subject of the complaint.

MFISD or the Contractor has the right to terminate this Agreement for convenience or any other reason upon sixty (60) days prior written notice by either party.

Katie Duke Shaffer
Clinical Director/Owner
OT Connection
2415 W Pecan Street, Ste. 100
Pflugerville, TX 78660

Chris Allen, Ed. D.
Superintendent of Schools
Marble Falls ISD
1800 Colt Circle
Marble Falls, TX 78654 512-251-3230

Date

Date



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LEADERS TOMORROW,
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**Marble Falls ISD
Board of Trustees
Agenda Item Information**

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
Subject:		
Executive Summary:		
Fiscal Impact: Cost: Recurring One-Time No Fiscal Impact	Funding Source: General Fund Grant Funds Bond Funds Other Funds (Specify)	Fiscal Year: Amendment Required? Yes No
Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		

Marble Falls Independent School District
Department of Special Services
1800 Colt Circle
Marble Falls, Texas 78654
830-798-3516 Fax 830-798-3522

MEMORANDUM OF AGREEMENT

Contracted Consultant: Ray Condon
Position: Teacher for the Visually Impaired
Mailing Address: 4508 Hyridge Dr.
Austin, Texas 78759
Telephone: 512-418-8478
Certification: Life

This agreement between Marble Falls ISD and Ray Condon provides for the delivery of educational services. The services of the contracted specialist are secured to provide services for designated eligible student(s) and/or teacher(s) and others working with student(s) for whom such services cannot be provided by an employee within the district. It is understood that no conflict of interest is presented to either party in the hiring of the specialist to provide such services.

This agreement to provide services for students identified as visually impaired is conditioned on the professional contractor's satisfactorily providing the certification, if any is required, service records, and other records required by law, the Texas Education Agency, the State Board of Educator Certification, any other licensing authority, or the District. Misrepresentation or fraud by the contractor in any of these records or the employment application shall be good cause for termination of the contract.

The professional contractor represents that he has made written disclosure to the District of any conviction, including a no-contest or guilty plea, for a felony or any offense involving moral turpitude. The contract professional agrees that Marble Falls ISD is authorized to obtain a state or national report of the contractor's criminal history at any time during employment.

Failure to submit valid certification for the assignment, if any is required, to the Superintendent by the first day of the assigned duties for the term covered by this agreement or to maintain valid certification throughout the term of the agreement voids the agreement, and the District may respond as it deems appropriate under the circumstances.

The professional contractor shall comply with and be subject to state and federal law and District policies, rules, regulations, and administrative directives. The professional contractor shall satisfactorily submit all reports or records as required by special education laws and requirements.

Ray Condon agrees to the following:

- Perform educational services as referred by the Executive Director of Special Services and the Campus Teams.
- Provide the school district with a copy of your current certification.
- Follow all professional guidelines in the administration of tests and educational guidelines in the schools.
- Develop a written report of the results of the Full and Individual Evaluations as required for students with visual impairments.
- Report and sign in and out with the secretary at the school office before the services are provided to the student.
- Report to the teacher at the time of the provision of services to students at the student's school.
- Submit an invoice monthly and a final bill by June 30th of each calendar year.
- Provide progress reports on a six-week basis and mail them home to parents.
- Attend A.R.D. committee meetings to share assessment results and determine eligibility and needed services.
- Notify Marble Falls I.S.D. Special Services Department if any conditions of this contract require revision.

Visual Impairment Services:

- Attend as needed low vision evaluations.
- Prepare the APH (American Printing House for the Blind) count.
- Train students and staff on equipment needed for the student's visual impairment.
- Meet with the teachers and administrators to consult on the student's needs.
- Monitor medical and educational issues related to the vision loss.

Marble Falls ISD agrees to the following:

- Charges will be reimbursed at the rate of \$75.00 an hour.
- Travel expenses will be reimbursed at \$.50 a mile for travel.
- Payment will be made on a monthly basis after service is performed and an invoice is received by the Special Services Department and processed by the business office.



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Submitted By:		
Board Approval Required: Yes No		

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LOCAL)

PDAS	The formal appraisal of District teachers shall be in accordance with the Professional Development and Appraisal System (PDAS).
GENERAL REQUIREMENTS	District teachers shall be appraised annually. Components of the appraisal process, such as classroom observations and walk-throughs, shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance. The District shall establish an appraisal calendar each year.
ALTERNATE APPRAISERS	The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board.
SECOND APPRAISAL	Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers.
SCORES	The Board shall ensure that the Superintendent or designee establishes procedures regarding how domain scores from first and second appraisals will be used.
GRIEVANCES	Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

PROPOSED POLICY- 05.05.16

T-TESS

The District shall appraise teachers annually using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.

The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher's supervisor.

PERFORMANCE APPRAISAL
EVALUATION OF OTHER PROFESSIONAL EMPLOYEES

DNB
(LOCAL)

EMPLOYMENT
DECISIONS

When relevant to the decision, written evaluations of a professional employee's performance, as documented to date, and any other information the administration determines to be appropriate shall be considered in decisions affecting contract status.

EXCEPTION

Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term.

PROPOSED POLICY- 05.05.16

PRINCIPALS	The District shall appraise principals using the Texas Principal Evaluation and Support System (T-PESS) in accordance with law and administrative regulations.
OTHER CAMPUS ADMINISTRATORS	The appraisal system used for campus administrators other than principals shall be determined by each administrator's position and job responsibilities and shall consist of either a local appraisal system developed in accordance with law and administrative regulations or a modified version of the T-PESS.
FREQUENCY	District principals and other campus administrators shall be appraised annually.

Note: This document aligns with the appraisal practices recommended by TEA for the Texas Teacher Evaluation and Support System (T-TESS) as described at the TEA site, <https://teachfortexas.org>.

TEACHER APPRAISAL
SYSTEM

T-TESS is a process that seeks to develop habits of continuous improvement with evidence-based feedback and professional development decisions based on that feedback through ongoing dialogue and collaboration.

Components of the appraisal process, such as classroom observations and walk-throughs, will be conducted as frequently as necessary to ensure that teachers receive appropriate guidance.

SELF-ASSESSMENT
AND GOAL SETTING

The teacher self-assessment, goal setting, and professional development processes are all interwoven and applied throughout the school year to positively impact each teacher's professional practices and ultimately increase student performance.

Each teacher will review data and reflect on his or her professional practice, including reviewing the domains, dimensions, and descriptors of the T-TESS rubric.

A teacher who is new to the District or who is in the first year of the appraisal process will receive an orientation and will be guided through the self-assessment and goal-setting process to establish a professional development plan. Within six weeks of completing the orientation, a teacher who is new to the District or who is in the first year of the appraisal process will formulate targeted goals on the Teacher Self-Assessment and Goal-Setting Form and schedule an in-person goal-setting conference with his or her appraiser. After the conference, the teacher will submit his or her approved Goal-Setting and Professional Development Plan to the appraiser.

A returning teacher will review the goal(s) and professional development plan established at the end-of-the year conference and student performance data to determine if changes are needed. The teacher will submit to the appraiser his or her approved Goal-Setting and Professional Development Plan within the first six weeks of the school year.

IMPLEMENTATION
OF GOALS

Each teacher will regularly monitor progress toward his or her goals. If the teacher feels the goals need to be modified, the teacher should make an appointment with his or her appraiser to discuss individual progress toward his or her goals and/or obtain additional supports.

PRE-CONFERENCE	<p>The purpose of a pre-conference is for the appraiser and teacher to mutually discuss the upcoming formative observation with a focus on the interrelationships between planning, instruction, the learning environment, and student outcomes. The pre-conference will be conducted within ten days of an announced observation.</p> <p>The pre-conference will provide the teacher an opportunity to demonstrate his or her knowledge and skills for the planning domain and its correlating dimensions. The conference is primarily focused on the upcoming observation and what the teacher has planned to ensure that the instructional objective(s) are met.</p>
FORMAL OBSERVATION	<p>The teacher will be formally observed in the classroom one time unless the appraiser deems additional observations to be necessary. A classroom observation will be an instructional period or a complete lesson within an instructional period that consists of a minimum of 45 minutes of instruction.</p> <p>By mutual, written consent between the appraiser and the teacher, the required minimum of 45 minutes of observation may be conducted in shorter time segments. The time segments must aggregate to at least 45 minutes.</p> <p>Each teacher may have additional observations or walk-throughs that provide actionable, timely feedback, which will allow the teacher to make efficient and contextual professional development choices to help refine practice. If data gathered during the additional observation or walk-through will impact the teacher's summative appraisal rating, a written summary will be shared with the teacher within ten working days after the completion of the additional observation or walk-through.</p>
NOTICE	<p>The formal observation for a teacher's appraisal will be announced within 10 days prior to the observation.</p> <p>The District will establish an appraisal calendar each year, and provide the calendar to teachers within the first three weeks of the school year.</p>
POST-CONFERENCE	<p>All observations will include an in-person post-conference within ten working days of the observation.</p> <p>The overall purpose of the post-conference is to provide a teacher an opportunity to self-reflect on the execution of his or her lesson, including the impact on student performance. The results will be used to inform and guide the teacher regarding future practices and growth.</p>
END-OF-YEAR CONFERENCE	

The end-of-year conference will be held at least 15 days prior to the last day of instruction to discuss overall performance for the year. End-of-year conferences are mandatory.

Each teacher will provide his or her appraiser with an update regarding the professional goals and development plan that were developed at the beginning of the year.

PRELIMINARY GOAL
SETTING AND
PLANNING FOR THE
FOLLOWING
SCHOOL YEAR

Following the end-of-year conference, the appraiser and teacher will discuss how the current year self-assessment and goal-setting process will continue into the next school year for continuous improvement, including professional development to support learning.

SUMMATIVE ANNUAL
APPRAISAL REPORT

A written summative annual appraisal report will be provided to the teacher within ten working days of the conclusion of the end-of-year conference. The report will be shared with the teacher no later than 15 working days before the last day of instruction for students. The written summative annual appraisal report will be placed in the teacher's personnel file by the end of the appraisal period.

APPRAISER

Each teacher will be appraised by a certified appraiser. If the certified appraiser is not the teacher's supervisor, the appraiser will be selected from the list of certified appraisers approved by the Board.

SECOND
APPRAISER

A teacher may request a second appraiser within ten working days of receiving a written observation summary or a written summative annual appraisal report. If a teacher requests a second appraisal by another certified District appraiser, the second appraiser will be determined in accordance with the following:

- Upon the teachers' request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of certified appraisers.
- The formal observation for a second appraisal shall be scheduled within ten days of receipt of the request for a second appraisal.
- The second appraisal shall be unannounced.

TEACHER RESPONSE
AND REBUTTAL

A teacher may submit a written response or rebuttal within ten working days of receiving a written observation summary, a written summative annual appraisal report, or any other written documentation associated with the teacher's appraisal.

GRIEVANCES

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



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**Marble Falls ISD
Board of Trustees
Agenda Item Information**

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Administration's Recommendation:		
Submitted By:		
Board Approval Required: Yes No		



Quote # 60872

HUB VID#: 75273

658 Alliance Parkway, Hewitt TX, 76643

Ph: 254.741.2462 Fax: 254.299.1396

Cassandra Counts, Sales Oracle

Cassandra.Counts@tfeconnect.com



To: Marble Falls ISD

Date: June 23, 2016

Attn: Robert Keith

RE: Salient Licenses and Axis Cameras

- Please Reference Quote Number on Correspondence -

Qty	Part #	Description	Price Each	Extended
50	CEI	Salient CompleteView ENTERPRISE	\$ 152.00	\$ 7,600.00
50	YE1	Salient (YUP) Yearly Upgrade Program, CV Enterprise	\$ 26.60	\$ 1,330.00
50	0399-001	AXIS M5014 Network Camera - Color - 1280 x 720 - CMOS - Cable - Fast Ethernet	\$ 479.20	\$ 23,960.00
1	5506-231	AXIS T8415 Wireless Installation Tool - IP Camera Testing - USB - PoE Ports	\$ 479.20	\$ 479.20
Total:			\$	33,369.20

Rough Order of Magnitude (ROM) Configuration for MARBLE FALLS IND SCH DISTRICT

Dell Marketing, L.P.
P.O. Box 149257
Austin, TX 78714

ROM Configuration #:

Prepared By:

SFDC Deal Id:

Type:

Bill To:

MARBLE FALLS IND SCH DISTRICT
2001 Broadway St
Marble Falls, TX 78654

Description	Model Number	Dell SKU
Hardware & Drives		
SC4020 10Gb iSCSI - 4ports (Single drives)	CT-SC4020-BASE-ISCSI	
SC280, 6TB SAS 12Gb, 7.2K, 3.5" HDD (42 pack)	DS-SAS12-35-6000X7K-42X-D	
Dell 1.92TB, SAS 12Gb, SSD, Mainstream RI, 2.5	DS-SAS-25-1920SSDRI-M-Y	
Enclosure Blank, SAS, Drive Bay Blanks, 2.5"	EN-BLNK-SAS6-25-Y	
Compellent SC280 Enclosure, 3.5", 84-bay	EN-SC280-8435	
SC280 6Gb Mini-SAS to Mini-SAS Cable, 2M, Qty 2	PA-CBL-SAS-2M-SC280-D	
SC280 Power Cord C19/C20, 2.5M, AMER Qty 2	PA-PC-2.5M-250V-AMER-D	
C13-C14, PDU, 12AMP, 6.5 FT (2m), Power cord, Qty2	PA-PC-2M-Y	
Software		
SW, Application Protection Manager Suite License	SW-APM-Y	
SW, Storage Center OS Core Base License	SW-CORE-BASE48	
SW, Storage Center OS Core, Expansion License	SW-CORE-EXP24	
SW, Storage Performance Bundle Base License	SW-PERF-BASE48	
SW, Storage Performance Bundle Expansion License	SW-PERF-EXP24	
Professional Services		
ProDeploy Dell Storage SC Disk Series 280 5U Exp Enclosure	PS-SC2XX5U-PD	
ProDeploy Dell Storage SC Series 4XXX SAN	PS-SC4XXX-PD	
Totals		Discount Comments
Power (Watts): 2,300.00		3 year support term includes a 25% discount
Heat (BTUs): 7,850.00		
Rack Units: 7		
Weight (Lbs): 365		
SSD (Raw TB): 23.04		
SAS (Raw TB): 252		

Total (Raw TB): 275.04

**

The PRICING provided herein is Rough Order Magnitude (ROM) pricing only and not intended to reference any Dell contract that you have with a quote that reflects the appropriate Contract Pricing and Terms and Conditions.

Dell's global customer pricing rates (GCP rates) are Dell's trade secrets and constitute confidential and proprietary information. This information is made available to customers on a confidential basis and requires such information to carry out the specific purpose of this disclosure.

GCP rates may be used by Dell to convert U.S. Dollar prices to local currency prices but do not necessarily represent an offer to make an exchange. Due to the dynamic nature of foreign exchange rates, South African Rand, are more likely to be adjusted due to their inherent volatile nature.

DLA120641

Brittany A. Parcell
12083650
System

Quantity	List Price	Subtotal
1		
1		
12		
12		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
1		
	Hardware Total	\$241,485.01
	Software Total	\$0.00
	VA Software Total	\$24,280.00
	Copilot Support Total	\$25,855.08
	VA Software Support Total	\$15,888.42
	Professional Services Total	\$5,198.00
	Subtotal	\$312,706.51

Discount	(\$244,529.00)
Freight	\$538.00
*Grand Total	\$68,715.51

24x7 Support Center w / Priority On-Site (4 hour)

*Plus applicable taxes

***Copilot Support Term: 3 year (36 months)

***The pricing is displayed in the US Dollar currency.

ou may wish to utilize for purchase. Once your final configuration is determined, your Dell Sales Representative will provide

confidential basis and may not be disclosed to any other party other than the party to which it is disclosed. Further, this information may not be disclosed to any person who does not

in exchange markets, Dell may at any time change the instruments, currencies or process for these rates. In particular emerging market currencies, such as the Mexican Peso and



Quote 1024418491220.1

MARBLE FALLS ISD

Salesperson	Quote Details	Billing Details
Salesperson Name Josh Brandenburg	Quote Date 06/23/2016	Company Name MARBLE FALLS ISD
Salesperson Email Josh_Brandenburg@Dell.com	Quote Validity 07/23/2016	Customer Number 2153233
Salesperson Phone 1(800) 999-3355	Solution ID -	Phone Number 1 (830) 6936497
Salesperson Extension 5131055		Address 1800 COLT CIR MARBLE FALLS TX 78654-4200 US

Price Summary

Description	Quantity	Unit Price	Subtotal Price
Tripp Lite 3000VA 2700W UPS Smart Online LCD Rackmount 208/240V USB DB9 2U - UPS - 2700-watt - 3000 VA	1	\$1,341.11	\$1,341.11
Tripp Lite - UPS battery - 2U	2	\$602.79	\$1,205.58
TrippLite PDUMV20HV Single-Phase Metered Power Distribution Unit	1	\$158.39	\$158.39
42U, 48U, and ES Racks	1	\$1,099.99	\$1,099.99
Subtotal			\$3,805.07
Tax			\$0.00
Shipping and Handling			\$0.00
Environmental Fee			\$0.00
Total			\$3,805.07

Note: All tax quoted above is an estimate; final taxes will be listed on the invoice.

Dear Customer,

Your quote is detailed below; please review the quote for product and information accuracy. If you find errors or desire changes, please contact me as soon as possible.

Regards,
Josh Brandenburg

Order this quote easily online through your [Premier page](#), or if you do not have Premier, using [Quote to Order](#)

Product Details by Shipment

Shipping Group 1

Shipping Contact:	A HOFFMANS TECH DEPT	Subtotal	\$3,805.07
Shipping Phone No:	1 (830) 6934357	Tax	\$0.00
Shipping via:	Standard Ground	Shipping and Handling	\$0.00
Shipping Address:	306 INDUSTRIAL BLVD	Environmental Fee	\$0.00
	TECHNOLOGY SERVICE	Total	\$3,805.07
	MARBLE FALLS		
	TX 78654		
	US		

Description	Quantity	Unit Price	Subtotal Price
Tripp Lite 3000VA 2700W UPS Smart Online LCD Rackmount 208/240V USB DB9 2U - UPS - 2700-watt - 3000 VA	1	\$1,341.11	\$1,341.11

Estimated Delivery Date: 06/28/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

A8823254	Tripp Lite 3000VA 2700W UPS Smart Online LCD Rackmount 208/240V USB DB9 2U - UPS - 2700-watt - 3000 VA	1	-	-
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Description	Quantity	Unit Price	Subtotal Price
Tripp Lite - UPS battery - 2U	2	\$602.79	\$1,205.58

Estimated Delivery Date: 07/12/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

A7599895	Tripp Lite - UPS battery - 2U	2	-	-
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Description	Quantity	Unit Price	Subtotal Price
TrippLite PDUMV20HV Single-Phase Metered Power Distribution Unit	1	\$158.39	\$158.39

Estimated Delivery Date: 06/28/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

A1488682	TrippLite PDUMV20HV Single-Phase Metered Power Distribution Unit	1	-	-
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Description	Quantity	Unit Price	Subtotal Price
42U, 48U, and ES Racks	1	\$1,099.99	\$1,099.99

Estimated Delivery Date: 06/28/2016
 Contract Code: 42AFU
 Customer Agreement No: DIR-SDD-1951

A7545497	Dell Netshelter SX 42U Rack - 600mm Wide x 1070mm Deep	1	-	-
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Important Notes

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hard copy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S Return Policy(www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's service contracts and related service terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - A Version. (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - S Version (www.dell.com/SEULA) (the "End User License Agreements").

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms:

A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software.

B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the correct Dell entity name: **Dell Marketing L.P.** Note: All tax quoted above is an estimate; final taxes will be listed on the invoice. If you have any questions regarding tax please send an e-mail to Tax_Department@dell.com.

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