

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, July 17, 2017
6:00 PM**

**AGENDA OF REGULAR MEETING
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
MONDAY, JULY 17, 2017 – 6:00 PM
Marble Falls ISD Central Office Community Room**

Notice is hereby given that on July 17, 2017, the Board of Trustees of the Marble Falls Independent School District will hold a Regular meeting at 6:00 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: Kevin Naumann, President
2. Roll Call
Presenter: Kevin Naumann, President
3. Invocation
Presenter: Kevin Virdell
4. Pledge to the Flags
Presenter: Lee Ann Johnson
5. Vision Statement
Presenter: Gary Boshears
6. Administration of the Oath of Office to Mr. Alex Payson
Presenter: Krystal Dunk
7. Special Recognition
 - A. Registered Texas School Business Administrator- David Hemond 4
Presenter: Lisa LeMon
8. Citizen Comments
9. Information Items
 - A. General Fund Summary 5
 - B. Expenditure Report 6
 - C. Quarterly Investment Report 22
 - D. Annual Investment Report 23
10. Presentation/Discussion Items and Possible Action
 - A. Certified Appraisers and Appraisal Calendar for the 2017-2018 School Year 24
Presenter: Dr. Wes Cunningham
 - B. Professional Development Waivers- State Assessment Testing Days, Early Dismissal, Foreign Exchange Student, Staff Development 34
Presenter: Dr. Wes Cunningham
 - C. Authorization for Use of ESC Region 19 Allied States Cooperative 38
Presenter: Lisa LeMon
 - D. Skyward Contract 41
Presenter: Lisa LeMon
 - E. Texas Public Unemployment Compensation Program Contract Extension 42

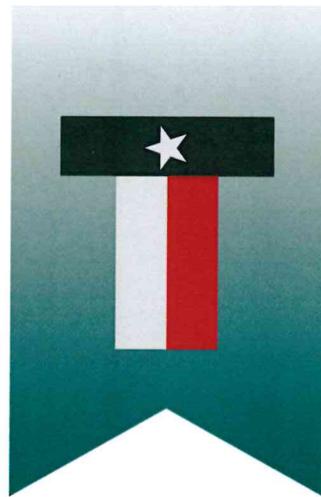
Presenter: Jeff Gasaway

11. Consider and Possible Approval of Action
 - A. Consent
 1. Minutes from Regular Board Meeting held on June 26, 2017 44
 2. Policy Update 108: affecting local policies EF, EFA, EFAA, EHDB, EIF, EL and GKB 48
 3. Elections Contract and Joint Election Agreement for May 2018 School Board Election 49
 4. VI Contract Expenditures for 2017-2018 62
 5. Public Workers Compensation Program Inter Local Agreement and 3-year Agreement 66
 - B. Proposed Policy Amendment: FNF (Local) 70
 - C. Student Handbook, Code of Conduct and Extracurricular Handbook 118
 - D. Bid Proposal for Student Drug-testing Service Provider 169
 - E. Agreement for the Purchase of Attendance Credits in Compliance with the Texas Education Code, Chapter 41 181
12. Upcoming Meetings and Board Training Opportunities
 - A. Wednesday, August 9, 2017 - Special Board Meeting
 - B. Monday, August 21, 2017 - Regular Board Meeting
 - C. Monday, September 18, 2017 - 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 Superintendent's Mid-Year Self Evaluation (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
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



This is to certify that

DAVID WARREN HEMOND

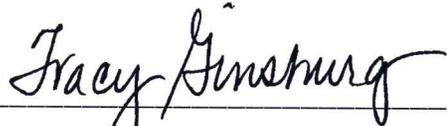
Having duly qualified under the standards as prescribed,
and having fulfilled all the personal, ethical, and professional requirements as
established by the Texas Association of School Business Officials

is hereby enrolled this 31st day of May 2017 as a

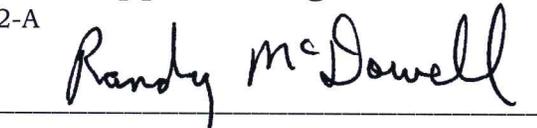
Registered Texas School Business Administrator

with all the rights, privileges, and obligations appertaining thereto.

Registration No. 18232-A



Executive Director, TASBO



President, Board of Directors

T | A | S | B | O
TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS

Marble Falls ISD
Statement of Revenues and Expenditures - General Fund
As of June 30, 2017

100%	Of Fiscal Year	CURRENT YEAR YTD				CURRENT MONTH			
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	MONTH ACTIVITY	% OF BUDGET	
REVENUES									
5710	LOCAL TAX REVENUES	\$ 35,009,082	\$ 34,811,656	\$ 197,426	99.44%	\$ 35,009,082	\$ 506,455	1.45%	
57XX	OTHER LOCAL REVENUES	\$ 499,282	\$ 614,359	\$ (115,077)	123.05%	\$ 499,282	\$ 63,883	12.79%	
58XX	STATE PROG. REVENUES	\$ 4,340,395	\$ 4,096,108	\$ 244,287	94.37%	\$ 4,340,395	\$ 320,779	7.39%	
5900	FEDERAL REVENUE	\$ 916,000	\$ 918,093	\$ (2,093)	100.23%	\$ 916,000	\$ 39,836	4.35%	
	TOTAL REVENUE	\$ 40,764,759	\$ 40,440,217	\$ 324,543	99.20%	\$ 40,764,759	\$ 930,953	2.28%	
EXPENDITURES									
11	INSTRUCTION	\$ 19,928,104	\$ 19,475,293	\$ 452,811	97.73%	\$ 19,928,104	\$ 4,236,905	21.26%	
12	LIBRARY	\$ 448,558	\$ 441,896	\$ 6,662	98.51%	\$ 448,558	\$ 72,352	16.13%	
13	STAFF DEVELOPMENT	\$ 597,206	\$ 503,257	\$ 93,948	84.27%	\$ 597,206	\$ 35,671	5.97%	
21	INST ADMINISTRATION	\$ 959,608	\$ 929,436	\$ 30,172	96.86%	\$ 959,608	\$ 89,633	9.34%	
23	SCHOOL ADMINISTRATION	\$ 2,208,620	\$ 2,200,211	\$ 8,409	99.62%	\$ 2,208,620	\$ 352,049	15.94%	
31	GUID AND COUNSELING	\$ 1,100,250	\$ 1,092,142	\$ 8,109	99.26%	\$ 1,100,250	\$ 190,100	17.28%	
32	SOCIAL WORK SERVICES	\$ 49,894	\$ 48,758	\$ 1,136	97.72%	\$ 49,894	\$ 4,057	8.13%	
33	HEALTH SERVICES	\$ 386,566	\$ 358,891	\$ 27,675	92.84%	\$ 386,566	\$ 72,894	18.86%	
34	PUPIL TRANS - REGULAR	\$ 1,963,723	\$ 1,749,841	\$ 213,881	89.11%	\$ 1,963,723	\$ 109,224	5.56%	
36	CO-CURRICULAR ACT	\$ 1,827,735	\$ 1,815,416	\$ 12,319	99.33%	\$ 1,827,735	\$ 222,177	12.16%	
41	GEN ADMINISTRATION	\$ 1,395,501	\$ 1,364,732	\$ 30,770	97.80%	\$ 1,395,501	\$ 138,141	9.90%	
51	PLANT MAINT & OPERATION	\$ 4,687,645	\$ 4,509,280	\$ 178,365	96.20%	\$ 4,687,645	\$ 368,321	7.86%	
52	SECURITY & MONITORING	\$ 118,894	\$ 116,272	\$ 2,622	97.79%	\$ 118,894	\$ 55,153	46.39%	
53	DATA PROCESSING	\$ 1,848,594	\$ 1,699,135	\$ 149,459	91.91%	\$ 1,848,594	\$ 184,079	9.96%	
61	COMMUNITY SERVICES	\$ 70,103	\$ 66,315	\$ 3,788	94.60%	\$ 70,103	\$ 25,551	36.45%	
81	FACILITIES ACQ & CONST	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
91	STUDENT ATTENDANCE CR	\$ 3,588,696	\$ 3,038,728	\$ 549,968	84.67%	\$ 3,588,696	\$ 544,111	15.16%	
99	PURCHASES & CONT SRVS	\$ 650,000	\$ 634,772	\$ 15,229	97.66%	\$ 650,000	\$ 158,761	24.42%	
	TOTAL EXPENDITURES	\$ 41,829,697	\$ 40,044,374	\$ 1,785,323	95.73%	\$ 41,829,697	\$ 6,859,177	16.40%	
7000	Other Sources		\$ 1,061			Other Sources			
8000	Other Uses		\$ 5,000			Other Uses			
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 391,904					\$ (5,928,224)		
3000	BEG FUND BAL 07/01/16	\$ 13,815,544	Audited						
3000	END FUND BAL 6/30/17	\$ 14,207,448	Unaudited						

Marble Falls ISD
Statement of Revenues and Expenditures - Food Service
As of June 30, 2017

100%	Of Fiscal Year	CURRENT YEAR YTD				CURRENT MONTH			
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	MONTH ACTIVITY	% OF BUDGET	
REVENUES									
57XX	LOCAL TAX REVENUES	\$ 608,656	\$ 626,594	\$ (17,938)	102.95%	\$ 608,656	\$ (585)	-0.10%	
58XX	STATE PROG. REVENUES	\$ 12,000	\$ 11,621	\$ 379	96.84%	\$ 12,000	\$ -	0.00%	
59xx	FEDERAL REVENUE	\$ 1,708,914	\$ 1,638,911	\$ 70,003	95.90%	\$ 1,708,914	\$ 168,838	9.88%	
	TOTAL REVENUE	\$ 2,329,570	\$ 2,277,126	\$ 52,444	97.75%	\$ 2,329,570	\$ 168,254	7.22%	
EXPENDITURES									
61	PAYROLL COST	\$ 887,770	\$ 866,249	\$ 21,521	97.58%	\$ 887,770	\$ 80,648	9.08%	
62	PURCHASE & CONTRACTED	\$ 83,355	\$ 61,717	\$ 21,638	74.04%	\$ 83,355	\$ 9,031	10.83%	
63	SUPPLIES AND MATERIALS	\$ 1,294,211	\$ 1,185,789	\$ 108,422	91.62%	\$ 1,294,211	\$ 4,592	0.35%	
64	OTHER OPERATING EXP	\$ 18,150	\$ 12,946	\$ 5,204	71.33%	\$ 18,150	\$ 834	4.59%	
66	CPTL OUTLAY	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%	
	TOTAL EXPENDITURES	\$ 2,283,486	\$ 2,126,701	\$ 156,785	93.13%	\$ 2,283,486	\$ 95,105	4.16%	
7000	Other Sources		\$ -			\$ -			
8000	Other Uses		\$ -			\$ -			
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 150,425					\$ 73,149		
3000	BEG FUND BAL 07/01/16	\$ 504,149	Audited						
3000	END FUND BAL 6/30/17	\$ 654,574	Unaudited						

Marble Falls Independent School District

Financial Report

July 17, 2017

*****Check Payment Fund Summary*****

*****Expenditure to Budget Report*****

Check Payment Fund Summary

For Bills Paid

June 1 – June 30, 2017

FUND SUMMARY

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
180	COMPUTER REPAIR FUND	0.00	0.00	1,165.13	1,165.13
199	GENERAL FUND	25,459.07	90.00	751,988.62	777,537.69
211	TITLE I PART A, BASIC PROGRAMS	0.00	0.00	1,970.60	1,970.60
224	IDEA PART B FORMULA	0.00	0.00	35,887.67	35,887.67
240	FOOD SERVICE	0.00	77.45	27,228.28	27,305.73
242	SUMMER FEEDING PROGRAM-DHS	0.00	0.00	13,949.60	13,949.60
244	VOC. ED.-BASIC GRANT	0.00	0.00	7,258.96	7,258.96
255	TITLE II PART A TCHR & PRINCPL	0.00	0.00	150.00	150.00
352	21st CENTURY COMM LEARNING CEN	0.00	0.00	115,072.82	115,072.82
622	CPF - CATE	0.00	0.00	18,095.42	18,095.42
651	CPF - MAINTENANCE	0.00	0.00	36,118.75	36,118.75
***	Fund Summary Totals ***	25,459.07	167.45	1,008,885.85	1,034,512.37

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

Expenditure to Budget Report

July 17, 2017

General Operating Fund

&

Child Nutrition Fund

199	Obj	Obj	2016-17		June 2016-17	2016-17	REVENUE	PERCENT	2016-17
			ESTIMATED REVENUE	MTHELY ACTIVITY					
5700		GENERAL FUND							
		REVENUE-LOCAL & INTERMED							
	571-	LOCAL REAL-PROPERTY TAXES	35,009,082.00	506,455.45	34,811,656.46	197,425.54	99.44	99.44	
	572-	REV FM SVCS 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	6,496.19	96,070.09	5,929.91	94.19	94.19	
	574-	TRANS FROM WITHIN STATE	297,067.38	56,671.51	376,006.94	-78,939.56	126.57	126.57	
	575-	ENTERPRISING ACTIVITIES	96,900.00	715.11	142,282.03	-45,382.03	146.83	146.83	
	57--	REVENUE-LOCAL & INTERMED	35,508,364.38	570,338.26	35,426,015.52	82,348.86	99.77	99.77	
5800		STATE PROGRAM REVENUES							
	581-	PER CAPITA-FOUNDATION REV	2,745,704.00	180,439.00	2,421,956.00	323,748.00	88.21	88.21	
	582-	STATE REVENUE DISTRTD BY TEA	13,254.00	0.00	8,254.00	5,000.00	62.28	62.28	
	583-	TRS ON BEHALF BENEFIT	1,581,437.00	140,339.70	1,665,898.18	-84,461.18	105.34	105.34	
	58--	STATE PROGRAM REVENUES	4,340,395.00	320,778.70	4,096,108.18	244,286.82	94.37	94.37	
5900		FEDERAL PROGRAM REVENUES							
	591-	FEDERALLY DIST REVENUES	40,000.00	0.00	30,052.28	9,947.72	75.13	75.13	
	592-		50,000.00	0.00	73,299.24	-23,299.24	146.60	146.60	
	593-	VOC ED NON FOUNDATION	826,000.00	39,835.93	814,741.32	11,258.68	98.64	98.64	
	59--	FEDERAL PROGRAM REVENUES	916,000.00	39,835.93	918,092.84	-2,092.84	100.23	100.23	
7900		OTHER RESOURCES							
	791-		0.00	0.00	1,061.25	-1,061.25	0.00	0.00	
	79--	OTHER RESOURCES	0.00	0.00	1,061.25	-1,061.25	0.00	0.00	
	----	GENERAL FUND	40,764,759.38	930,952.89	40,441,277.79	323,481.59	99.21	99.21	

Obj	Obj	2016-17 ESTIMATED REVENUE	June 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	191.71	1,405.37	794.63	63.88	63.88
	575- ENTERPRISING ACTIVITIES	606,456.00	-776.30	625,188.91	-18,732.91	103.09	103.09
	57-- REVENUE-LOCAL & INTERMED	608,656.00	-584.59	626,594.28	-17,938.28	102.95	102.95
5800	STATE PROGRAM REVENUES						
	582- STATE REVENUE DISTRETD BY TEA	12,000.00	0.00	11,621.16	378.84	96.84	96.84
	58-- STATE PROGRAM REVENUES	12,000.00	0.00	11,621.16	378.84	96.84	96.84
5900	FEDERAL PROGRAM REVENUES						
	592-	1,708,914.00	168,838.42	1,638,910.99	70,003.01	95.90	95.90
	59-- FEDERAL PROGRAM REVENUES	1,708,914.00	168,838.42	1,638,910.99	70,003.01	95.90	95.90
	---- FOOD SERVICE	2,329,570.00	168,253.83	2,277,126.43	52,443.57	97.75	97.75

Number of Accounts: 56

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

Obi	Obj	2016-17 ESTIMATED REVENUE	June 2016-17 Monthly Activity	2016-17 Activity	REVENUE BALANCE	2016-17 YTD \$
199	GENERAL FUND					
	5--- REVENUE	40,764,759.38	930,952.89	40,440,216.54	324,542.84	99.20
	7--- OTHER RESOURCES	0.00	0.00	1,061.25	-1,061.25	0.00
	---- GENERAL FUND	40,764,759.38	930,952.89	40,441,277.79	323,481.59	99.21
240	FOOD SERVICE					
	5--- REVENUE	2,329,570.00	168,253.83	2,277,126.43	52,443.57	97.75
	---- FOOD SERVICE	2,329,570.00	168,253.83	2,277,126.43	52,443.57	97.75

Number of Accounts: 56

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

199	Obj	Obj	GENERAL FUND	2016-17		2016-17		June 2016-17		2016-17	
				BUDGET	ENCUMBRANCE	EXPENDITURES	ACTIVITY	BALANCE	YTD &		
00											
	89--		OTHER USES	0.00	0.00	5,000.00	0.00	0.00	-5,000.00	0.00	0.00
	----			0.00	0.00	5,000.00	0.00	0.00	-5,000.00	0.00	0.00
11			INSTRUCTION								
	61--		PAYROLL COSTS	19,040,063.30	0.00	18,726,578.73	4,192,901.04	313,484.57	98.35	98.35	
	62--		PURCHASE & CONTRACTED SVS	288,468.81	1,026.00	245,250.35	13,659.01	42,192.46	85.02	85.02	
	63--		SUPPLIES AND MATERIALS	479,784.77	934.46	383,086.94	24,968.05	95,763.37	79.85	79.85	
	64--		OTHER OPERATING EXPENSES	85,284.25	0.00	81,406.69	5,376.95	3,877.56	95.45	95.45	
	66--		CPTL OUTLY LAND BLDG & EQ	34,503.00	0.00	38,970.00	0.00	-4,467.00	112.95	112.95	
	----		INSTRUCTION	19,928,104.13	1,960.46	19,475,292.71	4,236,905.05	450,850.96	97.73	97.73	
12			INST. RESOURCES & MEDIA SVCS								
	61--		PAYROLL COSTS	353,574.94	0.00	346,903.52	71,753.19	6,671.42	98.11	98.11	
	62--		PURCHASE & CONTRACTED SVS	35,044.76	0.00	39,065.26	0.00	-4,020.50	111.47	111.47	
	63--		SUPPLIES AND MATERIALS	54,778.06	200.00	51,022.28	598.94	3,555.78	93.14	93.14	
	64--		OTHER OPERATING EXPENSES	5,160.00	0.00	4,905.06	0.00	254.94	95.06	95.06	
	----		INST. RESOURCES & MEDIA S	448,557.76	200.00	441,896.12	72,352.13	6,461.64	98.51	98.51	
13			CURRICULUM DEV & INST STFF DEV								
	61--		PAYROLL COSTS	421,610.54	0.00	333,898.55	29,832.02	87,711.99	79.20	79.20	
	62--		PURCHASE & CONTRACTED SVS	64,087.00	0.00	64,086.52	138.86	0.48	100.00	100.00	
	63--		SUPPLIES AND MATERIALS	69,818.00	212.01	69,131.32	170.27	474.67	99.02	99.02	
	64--		OTHER OPERATING EXPENSES	41,690.24	1,913.00	36,141.04	5,529.71	3,636.20	86.69	86.69	
	----		CURRICULUM DEV & INST STF	597,205.78	2,125.01	503,257.43	35,670.86	91,823.34	84.27	84.27	
21			INSTRUCTIONAL LEADERSHIP								
	61--		PAYROLL COSTS	810,218.71	0.00	817,688.48	81,446.86	-7,469.77	100.92	100.92	
	62--		PURCHASE & CONTRACTED SVS	103,538.40	799.00	78,071.06	4,933.84	24,668.34	75.40	75.40	
	63--		SUPPLIES AND MATERIALS	28,720.88	5,738.23	20,998.18	2,930.39	1,984.47	73.11	73.11	

199 21	Obj	Obj	2016-17		2016-17		June 2016-17		2016-17	
			BUDGET	ENCUMBRANCE YTD	EXPENDITURES	ACTIVITY	BALANCE	YTD		
		GENERAL FUND								
		INSTRUCTIONAL LEADERSHIP								
	64--	OTHER OPERATING EXPENSES	17,130.15	741.93	12,678.31	321.44	3,709.91	74.01		
	----	INSTRUCTIONAL LEADERSHIP	959,608.14	7,279.16	929,436.03	89,632.53	22,892.95	96.86		
		SCHOOL LEADERSHIP								
	61--	PAYROLL COSTS	2,108,792.70	0.00	2,113,666.92	333,375.13	-4,874.22	100.23		
	62--	PURCHASE & CONTRACTED SVS	37,345.56	0.00	31,804.32	2,927.69	5,541.24	85.16		
	63--	SUPPLIES AND MATERIALS	48,290.67	0.00	43,259.33	13,920.45	5,031.34	89.58		
	64--	OTHER OPERATING EXPENSES	14,190.90	325.00	11,480.43	1,825.46	2,385.47	80.90		
	----	SCHOOL LEADERSHIP	2,208,619.83	325.00	2,200,211.00	352,048.73	8,083.83	99.62		
		GUIDANCE & COUNSELING								
	61--	PAYROLL COSTS	1,060,646.89	0.00	1,055,498.04	187,649.82	5,148.85	99.51		
	62--	PURCHASE & CONTRACTED SVS	12,400.00	0.00	14,819.36	1,800.00	-2,419.36	119.51		
	63--	SUPPLIES AND MATERIALS	14,389.14	0.00	11,982.90	551.45	2,406.24	83.28		
	64--	OTHER OPERATING EXPENSES	12,814.00	441.29	9,841.23	99.00	2,531.48	76.80		
	----	GUIDANCE & COUNSELING	1,100,250.03	441.29	1,092,141.53	190,100.27	7,667.21	99.26		
		SOCIAL WORK SERVICES								
	61--	PAYROLL COSTS	49,894.20	0.00	48,757.87	4,056.86	1,136.33	97.72		
	----	SOCIAL WORK SERVICES	49,894.20	0.00	48,757.87	4,056.86	1,136.33	97.72		
		HEALTH SERVICES								
	61--	PAYROLL COSTS	377,920.52	0.00	351,968.47	71,462.61	25,952.05	93.13		
	62--	PURCHASE & CONTRACTED SVS	540.00	0.00	1,035.00	495.00	-495.00	191.67		
	63--	SUPPLIES AND MATERIALS	6,940.30	0.00	5,037.79	336.58	1,902.51	72.59		
	64--	OTHER OPERATING EXPENSES	1,165.00	0.00	849.31	599.31	315.69	72.90		
	----	HEALTH SERVICES	386,565.82	0.00	358,890.57	72,893.50	27,675.25	92.84		

199 34	Obj	Obj	2016-17		2016-17		June 2016-17		2016-17	
			BUDGET	ENCUMBRANCE YTD	EXPENDITURES	ACTIVITY	BALANCE	YTD. \$		
		GENERAL FUND								
		PUPIL TRANSPORTATION								
	61--	PAYROLL COSTS	1,342,689.26	0.00	1,237,615.86	116,779.93	105,073.40	92.17		
	62--	PURCHASE & CONTRACTED SVS	35,341.55	0.00	27,426.96	4,556.52	7,914.59	77.61		
	63--	SUPPLIES AND MATERIALS	346,980.00	0.00	290,132.70	8,017.72	56,847.30	83.62		
	64--	OTHER OPERATING EXPENSES	-155,382.00	1,825.29	-199,156.12	-20,130.66	41,948.83	128.17		
	66--	CPTL OUTLY LAND BLDG & EQ	394,094.00	0.00	393,822.00	0.00	272.00	99.93		
	----	PUPIL TRANSPORTATION	1,963,722.81	1,825.29	1,749,841.40	109,223.51	212,056.12	89.11		
36		COCURR./EXTRACURR.ACTIVITIES								
	61--	PAYROLL COSTS	966,485.91	0.00	966,876.82	175,145.45	-390.91	100.04		
	62--	PURCHASE & CONTRACTED SVS	160,226.02	79.00	163,418.25	6,752.10	-3,271.23	101.99		
	63--	SUPPLIES AND MATERIALS	212,979.33	2,255.04	205,127.05	35,598.59	5,597.24	96.31		
	64--	OTHER OPERATING EXPENSES	349,743.81	325.98	340,584.01	4,680.96	8,833.82	97.38		
	66--	CPTL OUTLY LAND BLDG & EQ	138,300.00	0.00	139,409.73	0.00	-1,109.73	100.80		
	----	COCURR./EXTRACURR.ACTIVIT	1,827,735.07	2,660.02	1,815,415.86	222,177.10	9,659.19	99.33		
41		GENERAL ADMINISTRATION								
	61--	PAYROLL COSTS	1,053,340.42	0.00	1,010,194.56	88,301.87	43,145.86	95.90		
	62--	PURCHASE & CONTRACTED SVS	138,282.91	0.00	163,378.44	34,148.26	-25,095.53	118.15		
	63--	SUPPLIES AND MATERIALS	96,789.20	1,306.42	90,883.22	1,203.26	4,599.56	93.90		
	64--	OTHER OPERATING EXPENSES	107,088.93	3,732.79	100,275.65	14,487.82	3,080.49	93.64		
	----	GENERAL ADMINISTRATION	1,395,501.46	5,039.21	1,364,731.87	138,141.21	25,730.38	97.80		
51		PLANT MAINTENANCE & OPERATIONS								
	61--	PAYROLL COSTS	2,216,568.04	0.00	2,321,761.05	201,236.02	-105,193.01	104.75		
	62--	PURCHASE & CONTRACTED SVS	1,689,853.00	12,299.96	1,386,646.57	117,621.32	290,906.47	82.06		
	63--	SUPPLIES AND MATERIALS	471,509.83	27,212.81	487,854.78	49,869.85	-43,557.76	103.47		
	64--	OTHER OPERATING EXPENSES	181,200.00	0.00	180,011.03	-405.86	1,188.97	99.34		
	66--	CPTL OUTLY LAND BLDG & EQ	128,514.00	0.00	133,006.94	0.00	-4,492.94	103.50		
	----	PLANT MAINTENANCE & OPERA	4,687,644.87	39,512.77	4,509,280.37	368,321.33	138,851.73	96.20		

199	Obj	Obj	2016-17		2016-17		June 2016-17		2016-17	
			BUDGET	ENCUMBRANCE YTD	EXPENDITURES	ACTIVITY	BALANCE	YTD \$		
		GENERAL FUND								
52		SECURITY & MONITORING SERVICES								
	61--	PAYROLL COSTS	52,894.22	0.00	48,758.41	4,056.89	4,135.81	92.18		
	62--	PURCHASE & CONTRACTED SVS	58,400.00	0.00	58,532.00	51,096.00	-132.00	100.23		
	63--	SUPPLIES AND MATERIALS	7,600.00	0.00	8,981.74	0.00	-1,381.74	118.18		
	----	SECURITY & MONITORING SER	118,894.22	0.00	116,272.15	55,152.89	2,622.07	97.79		
53		DATA PROCESSING SERVICES								
	61--	PAYROLL COSTS	578,276.78	0.00	554,116.63	47,117.76	24,160.15	95.82		
	62--	PURCHASE & CONTRACTED SVS	913,447.69	267.90	739,793.11	135,386.68	173,386.68	80.99		
	63--	SUPPLIES AND MATERIALS	276,895.83	428.78	325,251.24	1,516.50	-48,784.19	117.46		
	64--	OTHER OPERATING EXPENSES	7,991.12	0.00	7,991.12	157.10	0.00	100.00		
	66--	CPTL OUTLY LAND BLDG & EQ	71,982.58	0.00	71,982.58	0.00	0.00	100.00		
	----	DATA PROCESSING SERVICES	1,848,594.00	696.68	1,699,134.68	184,079.13	148,762.64	91.91		
61		COMMUNITY SERVICES								
	61--	PAYROLL COSTS	49,691.00	0.00	45,614.78	5,262.41	4,076.22	91.80		
	62--	PURCHASE & CONTRACTED SVS	20,000.00	0.00	20,000.00	20,000.00	0.00	100.00		
	64--	OTHER OPERATING EXPENSES	412.04	0.00	700.24	288.20	-288.20	169.94		
	----	COMMUNITY SERVICES	70,103.04	0.00	66,315.02	25,550.61	3,788.02	94.60		
91		INTERGOVERNMENTAL CHARGES								
	62--	PURCHASE & CONTRACTED SVS	3,588,696.00	0.00	3,038,728.00	544,111.00	549,968.00	84.67		
	----	INTERGOVERNMENTAL CHARGES	3,588,696.00	0.00	3,038,728.00	544,111.00	549,968.00	84.67		
99		OTHR INTERGOVERNMENTAL CHARGES								
	62--	PURCHASE & CONTRACTED SVS	650,000.00	0.00	634,771.50	158,760.63	15,228.50	97.66		
	----	OTHR INTERGOVERNMENTAL CH	650,000.00	0.00	634,771.50	158,760.63	15,228.50	97.66		
	----	GENERAL FUND	41,829,697.16	62,064.89	40,049,374.11	6,859,177.34	1,718,258.16	95.74		

Obj	Obj	2016-17 BUDGET	ENCUMBRANCE YTD	2016-17 EXPENDITURES	June 2016-17 ACTIVITY	BALANCE	2016-17 YTD &
240	FOOD SERVICE						
35	FOOD SERVICES						
	61-- PAYROLL COSTS	887,770.00	0.00	866,248.88	80,648.10	21,521.12	97.58
	62-- PURCHASE & CONTRACTED SVS	83,355.00	0.00	61,717.44	9,030.89	21,637.56	74.04
	63-- SUPPLIES AND MATERIALS	1,294,211.00	4,488.49	1,185,788.73	4,592.40	103,933.78	91.62
	64-- OTHER OPERATING EXPENSES	18,150.00	0.00	12,946.20	833.86	5,203.80	71.33
	---- FOOD SERVICES	2,283,486.00	4,488.49	2,126,701.25	95,105.25	152,296.26	93.13
	---- FOOD SERVICE	2,283,486.00	4,488.49	2,126,701.25	95,105.25	152,296.26	93.13

Number of Accounts: 2226

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

199	Obj	Obj	2016-17 BUDGET	ENCUMBRANCE YTD	2016-17 EXPENDITURES	June 2016-17 ACTIVITY	BALANCE	2016-17 YTD \$
		GENERAL FUND						
	6---	EXPENDITURES	41,829,697.16	62,064.89	40,044,374.11	6,859,177.34	1,723,258.16	95.73
	8---	OTHER USES	0.00	0.00	5,000.00	0.00	-5,000.00	0.00
	----	GENERAL FUND	41,829,697.16	62,064.89	40,049,374.11	6,859,177.34	1,718,258.16	95.74

240		FOOD SERVICE						
	6---	EXPENDITURES	2,283,486.00	4,488.49	2,126,701.25	95,105.25	152,296.26	93.13
	----	FOOD SERVICE	2,283,486.00	4,488.49	2,126,701.25	95,105.25	152,296.26	93.13

Number of Accounts: 2226

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

<u>End T. Fn. Obj</u>	<u>Sb. Orq. F. Pr. L. L2</u>	<u>Fn</u>	<u>Obj</u>	<u>Date</u>	<u>Src</u>	<u>Sub</u>	<u>Batch</u>	<u>Vendor Name/Ref</u>	<u>PO#/Line#</u>	<u>Description</u>	<u>Inv# / Desc2</u>	<u>Inv Date</u>	<u>Chk# / Rec#</u>	<u>Check Date</u>	<u>Amount</u>
622 E 11	6398 04	001 0 22 0 00	CPF - CATE	06/20/17	JE	16-00728		COMPUTER RELATED SUPPLIES	1	MOVE EXCESS EXP PO		06/20/17			637.93
								#0221700127							
								June							
								*622 E 11 6398 04 001 0 22 0 00							
								*Journal Entries							
622 E 11	6399 03	001 0 22 0 00	CPF - CATE	06/21/17	AP			GENERAL SUPPLIES							
								221700141	ACCOUNTING TEXTBOOKS AND DIGITAL RESOURCES		60740491	06/20/17	1566	06/21/17	5,550.00
								221700140	BIM TEXT BOOKS AND DIGITAL RESOURCES		7025665401	06/19/17	1569	06/21/17	1,669.40
								221700140	BIM TEXT BOOKS AND DIGITAL RESOURCES		4025073585	06/19/17	1569	06/21/17	3,329.10
								221700142	MONEY MATTERS TEXTBOOKS		01576223	06/21/17	1567	06/21/17	3,555.00
								221700140	BIM TEXT BOOKS AND DIGITAL RESOURCES		4025073585	06/19/17	1569	06/21/17	-3,329.10
								221700140	BIM TEXT BOOKS AND DIGITAL RESOURCES		7025665401	06/19/17	1569	06/21/17	-1,669.40
								221700140	BIM TEXT BOOKS AND DIGITAL RESOURCES		4025073585	06/19/17	1571	06/21/17	3,329.10
								221700140	BIM TEXT BOOKS AND DIGITAL RESOURCES		7025665401	06/19/17	1571	06/21/17	1,669.40
								June							
								*622 E 11 6399 03 001 0 22 0 00							
								*Accounts Payable							
622 E 11	6399 05	001 0 22 0 00	CPF - CATE	06/01/17	AP			GENERAL SUPPLIES							
								221700050	CONSTRUCTION TRADES OPEN PO FOR TINY HOUSE CONSTRUCTION MATERIALS		1125229	06/01/17	1562	06/01/17	478.26
								221700049	CONSTRUCTION TRADES OPEN PO FOR TINY HOUSE BUILDING MATERIALS.		18444749	06/13/17	1565	06/15/17	171.28
								221700050	CONSTRUCTION TRADES OPEN PO FOR TINY HOUSE CONSTRUCTION MATERIALS		9591877	06/15/17	1568	06/21/17	120.13
								221700050	CONSTRUCTION TRADES OPEN PO		9591877	06/15/17	1568	06/21/17	-120.13

End T	Fn	Obj	Sb	Org	F	Pr	L	L2	End	Obj	PO#	Line#	Description	Inv#	Desc2	Inv Date	Chk#	Rec#	Check Date	Amount		
622	E 11	6399	05	001	0	22	0	00	(continued)													
													FOR TINY HOUSE CONSTRUCTION									
													MATERIALS									
													CONSTRUCTION TRADES OPEN PO	9591877		06/15/17	1570		06/21/17	120.13		
													FOR TINY HOUSE CONSTRUCTION									
													MATERIALS									
													June								769.67	
													*622 E 11 6399 05 001 0 22 0 00								769.67	
													*Accounts Payable									769.67
<hr/>																						
													GENERAL SUPPLIES									
													WELDING SAFETY JACKETS AND	74185		06/06/17	1564		06/08/17	3,222.25		
													HELMETS									
													June									3,222.25
													*622 E 11 6399 10 001 0 22 0 00								3,222.25	
													*Accounts Payable									3,222.25
<hr/>																						
													MISC. CONTRACTED SERVICES									
													6001700028 MT-TRANS SITE	3414		06/27/17	1572		06/27/17	1,418.75		
													ENGINEERING INC									
													6001700028 MT-TRANS SITE	3414		06/27/17	1572		06/27/17	-1,418.75		
													ENGINEERING INC									
													6001700028 MT-TRANS SITE	3414		06/27/17	1573		06/29/17	1,418.75		
													ENGINEERING INC									
													June									1,418.75
													*651 E 51 6299 42 934 0 99 0 00								1,418.75	
													*Accounts Payable									1,418.75
<hr/>																						
													BUILDING PURCHASE/CONST/IMPRVM									
													7401700079 TRANSPORTATION SERVICES	05/04/2017		06/07/17	1563		06/08/17	34,700.00		
													CLAYCOMB ASSOCIATES									
													June									34,700.00
													*651 E 81 6629 42 934 0 99 0 00								34,700.00	
													*Accounts Payable									34,700.00

<u>End T</u>	<u>Fn</u>	<u>Obj</u>	<u>Sb</u>	<u>Orq</u>	<u>F</u>	<u>Pr</u>	<u>L</u>	<u>L2</u>	<u>End</u>	<u>Obj</u>	<u>PO#/Line#</u>	<u>Description</u>	<u>Inv#/Desc2</u>	<u>Inv Date</u>	<u>Chk#/Rec#</u>	<u>Check Date</u>	<u>Amount</u>
651	E	81	----	----	----	----	----	----	----	----	----	CPF - MAINTENANCE					
651	-	----	----	----	----	----	----	----	----	----	----	CPF - MAINTENANCE					

Total for Accounts Payable 54,214.17
 Total for Journal Entries 637.93
 Grand Total 54,852.10

Number of Accounts: 6

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

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

**Marble Falls Independent School District
Investment Report
For The Quarter Ended June 30, 2017**

Investment Description	Average Yield	Maturity Date	Beginning Market Value	Accrued / Paid Interest	Deposits & Withdrawals	Ending Market Value
General Fund:						
FSB - Finance	0.30%	Liquid	\$ 338,372.56	\$ 218.49	\$ (101,229.79)	\$ 237,361.26
FSB - Money Market	0.30%	Liquid	\$ 937,018.14	\$ 1,384.98	\$ 538,938.58	\$ 1,477,341.70
FSB - Payroll	0.30%	Liquid	\$ 746,066.84	\$ 669.95	\$ (66,734.66)	\$ 680,002.13
Lone Star	1.08%	Liquid	\$ 24,154,790.20	\$ 48,139.92	\$ (8,901,517.01)	\$ 15,301,413.11
Total General Fund			\$ 26,176,247.74	\$ 50,413.34	\$ (8,530,542.88)	\$ 17,696,118.20
Debt Service Fund:						
FSB - Debt Service	0.30%	Liquid	\$ 5,312.41	\$ 4.20	\$ (254.91)	\$ 5,061.70
Lone Star	1.08%	Liquid	\$ 6,492,212.95	\$ 17,076.38	\$ 271,912.81	\$ 6,781,202.14
*CD - 1 Year	1.08%	06/30/17	\$ 249,000.00	\$ 740.94	\$ (249,000.00)	-
*CD - 1 Year	1.10%	10/12/17	\$ 249,000.00	\$ 753.15	-	\$ 249,000.00
Total Debt Service Fund			\$ 6,995,525.36	\$ 18,574.67	\$ 22,657.90	\$ 7,035,263.84
Capital Projects Fund:						
FSB - Capital Projects	0.30%	Liquid	\$ 652,223.98	\$ 473.78	\$ (71,949.41)	\$ 580,748.35
Total Capital Projects Fund			\$ 652,223.98	\$ 473.78	\$ (71,949.41)	\$ 580,748.35
Total Investments			\$ 33,823,997.08	\$ 69,461.79	\$ (8,579,834.39)	\$ 25,312,130.39

*Interest accrued / paid, not added to principal

This quarterly 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

**Marble Falls Independent School District
Annual Investment Report
June 30, 2017**

Investment Description	Average Yield	Maturity Date	Beginning Market Value	Accrued / Paid Interest	Deposits & Withdrawals	Ending Market Value
General Fund:						
FSB - Finance	0.30%	Liquid	\$ 348,110.90	\$ 905.40	\$ (111,655.04)	\$ 237,361.26
FSB - Money Market	0.30%	Liquid	\$ 1,283,319.05	\$ 4,443.35	\$ 189,579.30	\$ 1,477,341.70
FSB - Payroll	0.30%	Liquid	\$ 752,986.85	\$ 2,623.81	\$ (75,608.53)	\$ 680,002.13
Lone Star	1.08%	Liquid	\$ 14,708,248.83	\$ 128,631.61	\$ 464,532.67	\$ 15,301,413.11
7 Month CD*	0.60%	09/19/16	\$ 249,000.00	\$ 880.03	\$ (249,000.00)	-
9 Month CD*	0.60%	11/29/16	\$ 248,000.00	\$ 1,989.44	\$ (248,000.00)	-
1 Year CD*	0.75%	03/03/17	\$ 248,000.00	\$ 4,500.23	\$ (248,000.00)	-
Total General Fund			\$ 17,837,665.63	\$ 143,973.87	\$ (278,151.60)	\$ 17,696,118.20
Debt Service Fund:						
FSB - Debt Service	0.30%	Liquid	\$ 78,562.27	\$ 132.37	\$ (73,632.94)	\$ 5,061.70
Lone Star	1.08%	Liquid	\$ 6,361,071.92	\$ 39,605.96	\$ 380,524.26	\$ 6,781,202.14
9 Month CD*	0.75%	09/23/16	\$ 248,000.00	\$ 1,401.37	\$ (248,000.00)	-
1 Year CD*	1.08%	06/30/17	\$ 249,000.00	\$ 2,895.46	\$ (249,000.00)	-
1 Year CD*	1.10%	10/12/17	\$ -	\$ 2,236.93	\$ 249,000.00	\$ 249,000.00
Total Debt Service Fund			\$ 6,936,634.19	\$ 46,272.09	\$ 58,891.32	\$ 7,035,263.84
Capital Projects Fund:						
FSB - Capital Projects	0.30%	Liquid	\$ 895,920.96	\$ 2,135.71	\$ (317,308.32)	\$ 580,748.35
Total Capital Projects Fund			\$ 895,920.96	\$ 2,135.71	\$ (317,308.32)	\$ 580,748.35
Total Investments			\$ 25,670,220.78	\$ 192,381.67	\$ (536,568.60)	\$ 25,312,130.39

*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		

Certified T-TESS Appraisers
Marble Falls ISD
2017-2018

Adams, Damon
Barr, Roger
Baty, Leslie
Birdwell, Bethany
Canup, Deborah
Cox, Susan
Cunningham, Wesley
Fields, Clark
Fields, Melissa
Fletcher, Melissa
Gasaway, Jeff
Haley, Michael
Hampton, Allie
Harkins, Leeann
Hughes, Mickey
Koenig, Amy
Lashbrook, Stacy
Little, Peggy
Lockner, Jennifer
Maughan, Susan
Metzgar, Heather
Moore, Brenda
O'Connor, Erika
Peckover, Bruce



**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 Independent School District

2017-2018

Appraisal Calendar

July 17						
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 17						
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 17						
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

October 17						
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				

November 17						
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		

December 17						
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						

January 18						
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			

February 18						
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			

March 18						
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

April 18						
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					

May 18						
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		

June 18						
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

July 18						
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 18						
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	

Appraisal Timeline

New Employee Inservice

Inservice - (First Day - August 17)

T-TESS orientation completed by August 25

August 28 - First day of school
June 1- Last day of school

No formal observations

Holiday

October 3 - Goal Setting & PD Plan due to appraiser.

September 12 - Formal observations may begin.

April 16 - Window opens for Goal Reflections to be sent to appraiser.

April 16 - Window opens for End of Year Conferences. Written report due to teacher within 10 working days following conference.

April 16 - May 9 - 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.

2017–2018 STUDENT ASSESSMENT TESTING CALENDAR

Detailed information regarding the scheduling and administration of specific STAAR assessments can be found on the Coordinator Manual Resources webpage at <http://tea.texas.gov/student.assessment/manuals/dccm/>.

2017–2018 Training

Jan 10 (Wed)	ESC training for the 2018 state assessment program
Jan 26 (Fri)	Completion date for training of district testing coordinators by ESCs

2017 Assessments

Test Date(s)		TAKS	Report Date(s)
Oct 16 (Mon)		<i>Exit Level ELA</i>	Reports Posted Online by November 14, 2017 Reports Due in District by December 1, 2017
Oct 17 (Tues)		<i>Exit Level Mathematics</i>	
Oct 18 (Wed)		<i>Exit Level Science</i>	
Oct 19 (Thur)		<i>Exit Level Social Studies</i>	
STAAR			
Dec 4 (Mon)	English I		By January 12, 2018
Dec 6 (Wed)	English II		
Dec 8 (Fri)	All make-up sessions for STAAR English assessments scheduled to be administered on Dec 4 and Dec 6, 2017, must be completed by the end of this day.		
STAAR			
Assessment Window Dec 4–Dec 8	Algebra I Biology U.S. History		By January 12, 2018

28

2018 Assessments

NAEP Assessments (selected sample)			
Assessment Window Jan 29–Mar 9	U.S. History (grade 8) Civics (grade 8) Geography (grade 8) Technology and Engineering Literacy (grade 8)		

2017–2018 STUDENT ASSESSMENT TESTING CALENDAR

Detailed information regarding the scheduling and administration of specific STAAR assessments can be found on the Coordinator Manual Resources webpage at <http://tea.texas.gov/student.assessment/manuals/dccm/>.

Test Date(s)	TELPAS	Report Date(s)
Assessment Window Feb 26–Apr 6	Grades K–12 TELPAS Listening, Speaking, Reading, and Writing	TBD
	TAKS	
Mar 5 (Mon)	<i>Exit Level ELA</i>	Reports Posted Online by April 3, 2018 Reports Due in District by April 13, 2018
Mar 6 (Tues)	<i>Exit Level Mathematics</i>	
Mar 7 (Wed)	<i>Exit Level Science</i>	
Mar 8 (Thur)	<i>Exit Level Social Studies</i>	
	STAAR	
Apr 10 (Tues)	Grade 4 Writing Grade 7 Writing Grade 5 Mathematics Grade 8 Mathematics English I	Grades 4 and 7 Writing by June 13, 2018 Grades 5 and 8 Mathematics by April 30, 2018 English I by June 1, 2018
Apr 11 (Wed)	Grade 5 Reading Grade 8 Reading	By April 30, 2018
Apr 12 (Thur)	English II	By June 1, 2018
Apr 13 (Fri)	All make-up sessions for STAAR assessments scheduled to be administered from Apr 10–12, 2018, must be completed by the end of this day.	
	STAAR Alternate 2	
Assessment Window Apr 2–Apr 20	STAAR Alternate 2 (grades 3–8 and EOC)	By May 11, 2018

2017–2018 STUDENT ASSESSMENT TESTING CALENDAR

Detailed information regarding the scheduling and administration of specific STAAR assessments can be found on the Coordinator Manual Resources webpage at <http://tea.texas.gov/student.assessment/manuals/dccm/>.

Test Date(s)	STAAR	Report Date(s)
Assessment Window May 7–May 11	Algebra I Biology U.S. History	By June 1, 2018
	STAAR	
May 14 (Mon)	Grades 3–4 Mathematics Grades 6–7 Mathematics	By June 13, 2018
	<i>Grade 5 Mathematics (retest)</i> <i>Grade 8 Mathematics (retest)</i>	By June 5, 2018
May 15 (Tue)	Grades 3–4 Reading Grades 6–7 Reading	Grades 3, 4, 6, and 7 Reading by June 13, 2018
	English III <i>Grade 5 Reading (retest)</i> <i>Grade 8 Reading (retest)</i>	English III by August 10, 2018 By June 5, 2018
May 16 (Wed)	Grade 5 Science Grade 8 Science	Grades 5 and 8 Science by June 13, 2018
	Algebra II	Algebra II by August 10, 2018
May 17 (Thurs)	Grade 8 Social Studies	By June 13, 2018
May 18 (Fri)	All make-up sessions for STAAR assessments scheduled to be administered from May 14–17, 2018, must be completed by the end of this day.	

2017–2018 STUDENT ASSESSMENT TESTING CALENDAR

Detailed information regarding the scheduling and administration of specific STAAR assessments can be found on the Coordinator Manual Resources webpage at <http://tea.texas.gov/student.assessment/manuals/dccm/>.

Test Date(s)	STAAR	TAKS	Report Date(s)
June 25 (Mon)	English I		By July 27, 2018
		<i>Exit Level ELA</i>	By July 27, 2018
June 26 (Tues)	<i>Grade 5 Mathematics (retest)</i> <i>Grade 8 Mathematics (retest)</i>		By July 17, 2018
		<i>Exit Level Mathematics</i>	By July 27, 2018
June 27 (Wed)	English II		By July 27, 2018
	<i>Grade 5 Reading (retest)</i> <i>Grade 8 Reading (retest)</i>		By July 17, 2018
		<i>Exit Level Science</i>	By July 27, 2018
June 28 (Thurs)		<i>Exit Level Social Studies</i>	By July 27, 2018
June 29 (Fri)	All make-up sessions for STAAR assessments scheduled to be administered from June 25–27, 2018, must be completed by the end of this day.		
	STAAR		
Assessment Window June 25–June 29	Algebra I Biology U.S. History		By July 27, 2018

Marble Falls Independent School District

2017-2018

Instructional Calendar

Elementary Start and End Times: 7:45 AM - 3:15 PM
 Middle School Start and End Times: 8:10 AM - 3:45 PM
 High School Start and End Times: 8:25 AM - 3:50 PM

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

August 17						
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 17						
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

October 17						
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				

November 17						
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		

December 17						
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
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31						

January 18						
Su	M	Tu	W	Th	F	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

February 18						
Su	M	Tu	W	Th	F	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

March 18						
Su	M	Tu	W	Th	F	Sa
				1	2	3
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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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April 18						
Su	M	Tu	W	Th	F	Sa
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29	30					

May 18						
Su	M	Tu	W	Th	F	Sa
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20	21	22	23	24	25	26
27	28	29	30	31		

June 18						
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

July 18						
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				

State Assessment Dates		
Winter EOC Retest Window	12/4-12/8	
Grade 4 & 7 Writing	4/3	
Grade 5 & 8 Math	4/3	
Eng. 1 EOC	4/3	
Grade 5 & 8 Reading	4/4	
Eng. 2 EOC	4/5	
EOC Window	5/7-5/11	
Grade 3,4,6,7 Math	5/7	
Grade 5 & 8 Math Retest	5/7	
Grade 3,4,6,7 Reading	5/8	
Grade 5 & 8 Reading Retest	5/8	
Grade 5 & 8 Science	5/9	
Grade 8 Social Studies	5/10	
AP Exam Window	4/30-5/11	
STAAR Retest Window	6/26-6/27	
EOC Retest Window	6/25-6/29	

New Employee Inservice Prior to School Inservice

August 28 - First Day of School
 June 1 - Last Day of School

End of 9 Weeks Grading Period

8 wks: 8 wks (77) / 9 wks: 11 wks (95)
 10/20; 12/21; 3/9; 6/1

Holidays

Sept. 4: Labor Day
 Nov. 23 - 24: Thanksgiving
 Dec. 22 - Jan. 5: Christmas Break
 March 12-16: Spring Break
 March 30: Good Friday
 May 28: Memorial Day

Student Holiday / Staff Inservice

October 16: Instructional Planning
 January 8: Instructional Planning
 January 15: Martin Luther King Jr. Day
 February 19: Instructional Planning

Early Release Days

December 21: Early Release
 June 1: Early Release

Bad Weather Day / Staff Inservice

June 2: Bad Weather / Staff Inservice

Student Holiday / "Comp Days"

November 20-22: "Comp Days" for Staff



Marble Falls Independent School District

Colt Elementary

2200 Manzano Mile, Marble Falls
(830) 693-3474 office / (830) 693-7092 (fax)
Erika O'Connor, Principal
eoconnor@mfsid.txed.net
Pre-K through 5th Grade

Highland Lakes Elementary

8200 Hwy 1431 W, Granite Shoals
(830) 798-3650 office / (830) 598-9349 fax
Bethany Birdwell, Principal
bbirdwell@mfsid.txed.net
Pre-K through 5th Grade

Marble Falls Elementary

901 Avenue U, Marble Falls
(830) 693-2385 office / (830) 693-5421 fax
Mike Haley, Principal
mhaley@mfsid.txed.net
Pre-K through 5th Grade

Spicewood Elementary

1005 Spur 191, Spicewood
(830) 798-3675 office / (830) 798-3676 fax
Susan Cox, Principal
secox@mfsid.txed.net
Pre-K through 5th Grade

Marble Falls Middle School

1511 Pony Circle, Marble Falls
(830) 693-4439 office / (830) 693-7788 fax
Roger Barr, Principal
rbarr@mfsid.txed.net
6th Grade through 8th Grade

Falls Career High School

1800 Colt Circle, Marble Falls
(830) 798-3621 office / (830) 798-3636 fax
Peggy Little, Principal
plittle@mfsid.txed.net
10th Grade through 12th Grade

Marble Falls High School

2101 Mustang Drive, Marble Falls
(830) 693-4375 office / (830) 693-6079 fax
Damon Adams, Principal
dadams@mfsid.txed.net
9th Grade through 12th Grade

After School Programs (ACE)

Highland Lakes Elementary School (830) 798-3688
Marble Falls Middle School (830) 798-3689
Marble Falls High School (830) 798-3690

www.marblefallsisd.org

Athletics Dept.

(830) 798-8345 office / (830) 798-3619 fax
Mike Birdwell, Interim Director of Athletics

Child Nutrition

(830) 693-5423
Mary Davidson, Director

Maintenance Dept.

(830) 693-2046 / (830) 693-1111 fax
Michael Phillips, Director

Special Services

(830) 798-3516
Dr. Susan Maughan, Exec. Director

Technology Dept.

(830) 693-6497
Nathan Fink, Director

Transportation Dept.

(830) 798-2300 Bus Barn
George Hamilton, Director

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@MarbleFallsISD

Follow us on Facebook

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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		



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Submitted By:		
Board Approval Required: Yes No		



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Submitted By:		
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Submitted By:		
Board Approval Required: Yes No		



Education Service Center 6611 Boeing Drive
Region 19 El Paso, Texas 79925-1010 (915) 780-5019
El Paso & Hudspeth Counties www.esc19.net FAX: (915) 780-5061

**(SS-PUR-F032.1)
RESOLUTION**

AUTHORIZATION FOR USE OF ESC REGION 19 ALLIED STATES COOPERATIVE

WHEREAS, the Marble Falls ISD (Agency Name) of Marble Falls (City), Texas, pursuant to the authority granted under Section 271.101 to 271.102 of the Local Government Code, desires to participate in the ESC-Region 19 Allied States Cooperative, in the best interest of the taxpayers through cooperative savings to be realized.

NOW, THEREFORE, BE IT RESOLVED BY Marble Falls ISD Board of Trustees (Agency Name) OF THE Marble Falls (City), TEXAS AS FOLLOWS:

The terms and conditions of the agreement have been reviewed by the Governing Body of the Marble Falls ISD (Agency Name) and found to be acceptable and in the best interests of the Marble Falls ISD (Agency Name) and its citizens are hereby in all things approved.

The Marble Falls ISD (Agency Name) is authorized to enroll and participate in the ESC Region 19 Allied States Cooperative and purchases through this program shall be deemed to meet competitive purchasing requirements.

DULY PASSED AND APPROVED THIS THE 17th DAY OF July 2017.

ATTEST: (Authorized Signature)

Board President
(Title)

Board Secretary
(Title)

Upon agreement and authorized approval by the governing body of each of the parties, this agreement will be in effect between the referenced parties, in which Education Service Center- Region 19 Allied States Cooperative will cooperatively bid out goods and services. This agreement shall automatically renew on the anniversary date. Either party may terminate this agreement with or without cause given a 30-day notice.

Authority for cooperative contracting is granted under Government Code Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B General Interlocal Contracting Authority and Subchapter C Specific Interlocal Contracting Authority and Local Government Code, Chapter 271, Subchapter F, Section 271.101. and Section 271.102.

Region 19 Education Service Center through Allied States Cooperative will:

- Provide organizational and administrative support to facilitate member requirements
- Provide staff necessary for efficient operation of the purchasing cooperatives
- Provide administrative support for contract compliance with awarded bidders
- Comply with competitive bidding requirements
- Disseminate information in an expedient manner regarding awards and information related to specified contracts
- Maintain the ESC-Region 19 Allied States Cooperative website
- Provide specific contract requirement bid processing services during the contract period on a case by case basis.

Purchasing Co-op Members will:

- Designate a contact person for communications
- To the extent permitted by law indemnify and save harmless Education Service Center - Region 19 Allied States Cooperative,
- the Region 19 Board of Directors, and Region 19 employees from all suits and actions resulting from any breach of this
- Agreement. This Interlocal Agreement does not constitute a waiver of the sovereign immunity of any of the parties hereto.
- Submit copies of all purchase orders utilizing ESC-Region 19 ASC contracts to ESC Region 19 ASC
- Pay awarded vendors in compliance with the payment terms set forth in the contracts
- Notify ESC-Region 19 Allied States Cooperative in writing of any non-compliance issues with awarded vendors
- Mutually agree with ESC-R19 (ASC) on specific contracts to be utilized due to market coverage by vendors.
- Each party paying for the performance of governmental function or services must make those payments from current revenues
- available to the paying party.

Please return approved agreement to:
 Procurement Director
 ESC-Region 19 Allied States Cooperative
 6611 Boeing Drive, El Paso, TX 79925

Purchasing Cooperative Member

Marble Falls ISD

Name of District/Agency

Kevin Naumann

Name of Authorized Person

Signature of Authorized Person

Board President 7-17-17

Title

Date

Region 19 Education Service Center

Armando Aguirre, Ed.D.

Authorized Signature

Date

AUTHORIZATION OF THE INTERLOCAL AGREEMENT

DISTRICT/AGENCY CONTACT

Judy Linderman

Name

1800 Colt Circle Marble Falls Texas 78654

Address: City State Zip

purchasing@mfisd.txed.net

Email

830-693-4357

Telephone

830-798-3569

Fax





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



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

**Texas Public Unemployment Compensation Program
Marble Falls ISD
Addendum to the Interlocal Agreement**

**3 Year Rate Guarantee – TEXAS PUBLIC UNEMPLOYMENT COMPENSATION PROGRAM
Rate Multiplier .000807**

1. The Texas Public Unemployment Compensation Program hereby agrees to provide Marble Falls ISD the Rate Multiplier for 2017-18, 2018-19, and 2019-20.
2. If Marble Falls ISD provides notice of cancellation prior to the end of this three-year agreement, it shall be responsible for its annual maximum liability (annual contribution) less any contribution already paid.
3. If Marble Falls ISD provides notice of cancellation prior to the end of this three-year agreement, a short-term cancellation contribution of 10% of the annual contribution for all years will be charged and payable within 30 days after notice is received.
4. This Addendum is subject to annual appropriations by Marble Falls ISD. This Addendum may be terminated by Marble Falls ISD on any successive renewal date by giving written notice no later than sixty (60) days prior to the renewal date. If Marble Falls ISD terminates for any reason prior to the end of this Addendum, a short-term cancellation contribution as stated in #3 will apply.
5. This Addendum to the Interlocal Agreement, and the Interlocal Agreement signed on August 31, 1996, shall represent the entire agreement and may not be amended or altered without the written consent of both parties.

IN WITNESS WHEREOF, the undersigned agrees to the Addendum to the Interlocal.

EXECUTED, _____, 20__ and effective as of September 1, 2017.

Marble Falls ISD

Signature of Participant Representative _____

Printed Name of Participant Representative _____

Texas Public Unemployment Compensation Program (TPUCP)

Signature of TPUCP Chairman _____

Printed Name of TPUCP Chairman _____

Date: _____

Kevin Naumann, President, called the regular 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: Kevin Naumann, Karl Westerman, Kevin Virdell, Larry Berkman and Gary Boshears

Board Members Absent: Lee Ann Johnson

Administrators Present: Dr. Chris Allen, Dr. Wes Cunningham, Jeff Gasaway, Lisa LeMon, Roger Barr, Dr. Susan Maughan, Erika O'Connor, Susan Cox, Leslie Baty, Michael Haley, Damon Adams, Sharon Oldham, and Bethany Birdwell.

Members of the Press: Lew Cohn, The Highlander News

Special Recognitions

Living the Vision

Roger Barr, Principal, recognized Susan Beck for loving and inspiring students, staff and parents every day with her positive attitude and hard work. Mr. Barr gave Mrs. Beck a gift from the middle school campus.

Retirement for Sharon Oldham

Jeff Gasaway, Assistant Superintendent, recognized Mrs. Oldham's year of service in Marble Falls ISD and total years in teaching. Dr. Wes Cunningham handed her a retirement bell.

Public Hearing

Kevin Naumann opened the public hearing regarding the MFISD 2017-2018 budget at 6:13 p.m. Lisa LeMon, Executive Director of Finance, presented a PowerPoint presentation and explained the proposed budget to the school board. There were no questions or comments from the public. Mr. Naumann closed the public hearing at 6:23 p.m.

Citizens Comments

No one asked to speak.

Information Items

Financial Report

- General Fund Summary
- Expenditure Report

Presentation/Discussion Items and Possible Action

Choir Out-of-State Trip Request

Bryce Gage, High School Choir Director, requested permission to travel to New York City, New York in March of 2018 with the high school choir students.

Upon a motion by Gary Boshears, second by Karl Westerman, the Board approved the Marble Falls High School Choir out-of-state travel request as presented.

For: 5 Against: 0 Absent: 1

Proposed Policy Amendments: FNF (Local) and CE (Local)

Jeff Gasaway, Assistant Superintendent, presented to the Board an updated FNF (Local) with the changes that align the policy with the current practices around the program. With the newly developed partnership with Bluebonnet Trails, FNF (Local) reflects best practice in regards to drug counseling/education and graduated sanctions that that enables our district to address concerns regarding a positive drug test with a student. CE (Local) policy update is to reflect the fiscal year dates beginning July 1 and ending June 30.

The board took a recess at 6:48 p.m. and reconvened at 6:50 p.m.

The board took no action on FNF (Local).

Upon a motion by Karl Westerman, second by Gary Boshears, the Board approved the changes to CE (Local) as presented.

For: 5 Against: 0 Absent: 1

Bid Proposal for Student Drug-testing Service Provider

Jeff Gasaway, Assistant Superintendent, reported to the Board that Marble Falls ISD administration has actively worked with drug testing companies to submit bids for our business for the 2017-18 and 2018-19 school years. Two companies submitted bids that put those two in competition for the top spot. After reviewing the submitted bids, administration will be prepared to make a recommendation to the Board at the July Board Meeting.

Student Handbook, Code of Conduct and Extracurricular Handbook

Jeff Gasaway, Assistant Superintendent, presented to the Board that this year we have consolidated the handbooks for the HS, MS and Elementary campuses into 1 MFISD Student Handbook. Revisions to date are outlined on the cover page attached to the handbook. Administration does anticipate some additional changes from TASB in July. The Handbook for the Falls Career High School campus will still be a separate student handbook. No changes to Falls Handbook were recommended. There are no District revisions to the student code of conduct at this time; however administration is waiting for TASB to post their revised 17-18 Model Student Code of Conduct in July. Once the hTASB model has been released, administration will make revisions as necessary.

TASB Survey Results

Jeff Gasaway, Assistant Superintendent, reviewed the results from the TASB Employee Survey with the Board. The survey was completed in May 2017.

Elections Contract and Joint Election Agreement for May 2018 School Board Election

Jeff Gasaway, Assistant Superintendent, presented a first reading of the Elections Contract and the Joint Election Agreement for the May 2018 School Board Election as sent to us by Doug Ferguson, Burnet County Elections Administrator. The election cost on average is \$6500.00. If we have no contested seats the election is canceled at a cost of \$75.00. Approval will be requested in July.

Policy Update 108: affecting local policies EF, EFA, EFAA, EHDB, EIF, EL and GKB

Dr. Chris Allen, Superintendent, described the changes initiated by state and federal legislation, case law, and Commissioner Rulings. Dr. Allen will seek approval at the July board meeting.

VI Contract Expenditures for 2017-2018

Dr. Susan Maughan, Executive Director of Special Services, requested approval of the expenditures for the VI contract. The teacher works with students throughout the District with visual impairments. His caseload varies due to the number of students and their needs. Currently he is working enough hours that his pay continues to reach the level which needs approved by the Board. Dr. Maughan will seek approval at the July board meeting.

PWCP Inter Local Agreement and 3-year Agreement

Jeff Gasaway, Assistant Superintendent, presented the Public Workers' Compensation Program (PWCP) is a program made up other Texas school district to have a self-insurance funded workers' compensation program. The only change from the prior inter local agreement is that the agreement may be terminated by MFISD or PWCP as long as written notice is give no later than sixty (60) days prior to the renewal date. The Addendum will lock in our rates for the next three school years. Mr. Gasaway will seek approval at the July board meeting.

Consider and Possible Approval of Action

Consent Agenda

Upon a motion by Gary Boshears, second by Kevin Virdell, the Board approved the following:

- Minutes from Regular Board Meeting held May 15, 2017
- Budget Amendments
- Engagement Letter with West, Davis & Company, Auditors

For:	5	Against:	0	Absent:	1
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Upon a motion by Gary Boshears, second by Kevin Virdell the Board approved the minutes from the Special Board Meeting held June 5, 2017.

For:	Kevin Virdell, Gary Boshears, Larry Berkman and Kevin Naumann
Against:	None
Absent:	Lee Ann Johnson
Abstained:	Karl Westerman

Refresh of Student and Teacher Devices

Upon a motion by Karl Westerman, second by Kevin Virdell, the Board approved the refresh of student and teacher devices as presented.

For: 5 Against: 0 Absent: 1

2017-2018 School Year Budget

Upon a motion by Gary Boshears, second by Karl Westerman, the Board approved the 2017-2018 Budget Adoption as presented.

For: 5 Against: 0 Absent: 1

Upcoming Meetings

- Monday, July 17, 2017 – Regular Board Meeting
- Wednesday, August 9, 2017 – Special Board Meeting
- Monday, August 21, 2017 – Regular Board Meeting

Executive Session

At 7:50 p.m., the Board adjourned into executive session to discuss professional personnel (TX Govt. Code 551.074), real property (TX Govt. Code 551.072) and to deliberate and consider regarding the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of a Public Officer or Employee — Board Officer positions and Board Vacancy (TX Govt. Code 551.074).

The Board reconvened from executive session at 8:43 p.m.

Discussion and Possible Approval of Action Arising from Executive Session

Professional Personnel

Upon a motion by Karl Westerman, second by Kevin Virdell, the Board approved Dr. Chris Allen’s recommendation to approve the professional personnel as presented.

For: 5 Against: 0 Absent: 1

Appoint Candidate to fill Board Vacancy

Upon a motion by Karl Westerman, second by Gary Boshears, the Board approved the appointment of Alex Payson to fill Place 5 until the term ends.

For: 5 Against: 0 Absent: 1

Adjournment

Hearing no objection, the Board adjourned at 8:45 p.m.

Approved:

Kevin Naumann, President

Lee Ann Johnson, Secretary



**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		



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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		

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 _____ DAY OF _____, 20____.

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity: _____

By: _____

Printed Name: _____

Official Capacity: _____

ATTEST: _____

JOINT ELECTION AGREEMENT 2017-2018

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 2017 to July 2018; 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 2017 to July 2018; 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 2017 through July 2018.
- 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 2017 through July 2018.
- 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 _____ in its meeting held the
_____ day of _____, 201_, and executed by its authorized representative.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED BY:

Doug Ferguson
Elections Administrator, Burnet County, Texas

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		

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 August 31 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.



**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		

Public Workers' Compensation Program Interlocal Agreement

This Interlocal Agreement is entered into by and between the Public Workers' Compensation Program (Program) and among any Local Governments as that term is defined by the Interlocal Cooperation Act – Chapter 791, Texas Government Code that become parties hereto in accordance with the terms hereof.

WITNESSETH:

The undersigned Local Government (collectively and respectively the "Participant") in consideration of the adoption of a plan of self-insurance as authorized in Chapter 504, Texas Labor Code, to provide workers' compensation benefits, and in further consideration of other Local Governments executing this Interlocal Agreement, does hereby agree to become a Participant in the Program.

The parties recognize that the Program is a Workers' Compensation self-insurance fund authorized by statute and the coverage provided is not considered and does not constitute insurance under any Texas law, including the Texas Insurance Code nor under the common law.

The Participant agrees to the following conditions:

1. The duration of the Interlocal Agreement shall continue in existence and renew annually as long as two or more Participants remain in the Program. This agreement may be terminated by the Participant or Program on any successive renewal date by giving written notice no later than sixty (60) days prior to the renewal date by certified mail.

2. The Participant, by joining into this Interlocal Agreement satisfies the requirement of the local government to seek competitive bids for the purchase of goods and services as authorized in Chapter 791, Texas Government Code and Chapter 44, Texas Education Code.

3. The Participant will furnish annually to the Program the estimated payroll by classifications by the date specified by the Program. At the end of the Participant's fiscal year, the Participant shall submit to the Program the actual payroll amounts by classifications. Any amounts due the Program or the Participant shall be paid. The Program reserves the right to audit the payroll records of the Participant.

4. The Participant agrees to pay the annual net contributions as provided by the Program, and if required its pro-rata share of additional contributions necessary to pay the total claims and expenses incurred annually by the Program in excess of contributions and fund balance. (Pro-rata share shall mean the ratio of each Participant's net contribution.) Should the Participant leave the Program at any time, they shall be liable to pay an amount equal to an estimate of their maximum Liability in the Program less their contribution already paid.

5. The Participant agrees to forfeit all rights to any equity in the Program for current or prior participation periods if this agreement is terminated. The Board of Directors reserves the right to distribute equity to fund claims, services and/or provide participant refunds.

6. The Program shall invest Program funds in accordance with guidelines approved by the

Board of Directors.

7. The Program shall provide stop loss coverage for the Participant.

8. The Participant shall have a loss control plan. The Program will coordinate with the Participant to make all reasonable efforts to eliminate and minimize hazards that would contribute to workers' compensation losses.

9. The Program agrees to handle any and all claims after notice of injury has been given. The Participant agrees to appoint the Program to act in all matters pertaining to the processing and handling of workers' compensation claims and shall cooperate fully in supplying any information needed. All decisions on individual cases shall be made by the Program.

10. The Participant agrees that any suit brought by one of its employees, pursuant to the provisions of Chapter 504, shall be defended in the name of the Participant. The expenses of suit shall be borne by the Program.

11. The Participant shall agree to abide by the Program Bylaws.

12. The Program shall provide for an annual audit of the financial statements.

13. In the event an employee of a Participant is injured by a third party and any recovery from the third party is made, the Participant agrees that the amount recovered shall be used to reimburse the Program for its compensation, medical payments, and expenses.

14. If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.

15. This Interlocal Agreement represents the complete understanding of the Program and the Participant and may not be amended or altered without the written consent of both parties.

IN WITNESS WHEREOF, the undersigned, shall become Participants to the Interlocal Agreement.

School Entity Name _____

Signature of Participant Representative _____

Printed Name of Participant Representative _____

Date: _____

Public Workers' Compensation Program (PWCP)

Signature of PWCP Chairman _____

Printed Name of PWCP Chairman _____

Date: _____

**Public Workers' Compensation Program
Marble Falls ISD
Addendum to the Interlocal Agreement**

3 Year Rate Guarantee – PWCP Program Factor .361

1. The Public Workers' Compensation Program hereby agrees to provide Marble Falls ISD the rates per class code, experience modifier and applicable program factor for 2017-18, 2018-19, and 2019-20.
2. If Marble Falls ISD provides notice of cancellation prior to the end of this three-year agreement, it shall be responsible for its annual maximum liability (annual contribution) less any contribution already paid.
3. If Marble Falls ISD provides notice of cancellation prior to the end of this three-year agreement, a short-term cancellation contribution of 10% of the annual contribution for all years will be charged and payable within 30 days after notice is received.
4. This Addendum is subject to annual appropriations by Marble Falls ISD. This Addendum may be terminated by Marble Falls ISD on any successive renewal date by giving written notice no later than sixty (60) days prior to the renewal date. If Marble Falls ISD terminates for any reason prior to the end of this Addendum, a short-term cancellation contribution as stated in #3 will apply.
5. This Addendum to the Interlocal Agreement, and the Interlocal Agreement signed on _____, 20____ shall represent the entire agreement and may not be amended or altered without the written consent of both parties.

IN WITNESS WHEREOF, the undersigned agrees to the Addendum to the Interlocal.

EXECUTED, _____, 20____ and effective as of September 1, 2017.

Marble Falls ISD

Signature of Participant Representative _____

Printed Name of Participant Representative _____

Public Workers' Compensation Program (PWCP)

Signature of PWCP Chairman _____

Printed Name of PWCP Chairman _____

Date: _____



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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		

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

INTERROGATIONS

BY SCHOOL
OFFICIALS

Administrators, teachers, and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

BY POLICE OR
OTHER
AUTHORITIES

For provisions pertaining to student questioning by law enforcement officials or other lawful authorities, see GRA(LOCAL).

LOCKERS AND
VEHICLES

Students have full responsibility for the security of their lockers and for vehicles parked on school property. It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations are not given to others. Students shall not place, keep, or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property.

School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by District policy. Students shall be responsible for any prohibited items found in their lockers or in vehicles parked on school property.

If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.

USE OF TRAINED
DOGS

The District shall use specially trained nonaggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances defined in FNCF(LEGAL), and alcohol. This program is implemented in response to drug- and alcohol-related problems in District schools, with the objective of maintaining a safe school environment conducive to education.

Such visits to schools shall be unannounced. The dogs shall be used to sniff vacant classrooms, vacant common areas, the areas around student lockers, and the areas around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials. Searches of vehicles shall be conducted as described above.

NOTICE

At the beginning of the school year, the District shall inform students of the District's policy on searches, as outlined above, and shall specifically notify students that:

1. Lockers may be sniffed by trained dogs at any time.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

2. Vehicles parked on school property may be sniffed by trained dogs at any time.
3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.
4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.

PARENT
NOTIFICATION

The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, in a student's vehicle parked on school property, or on the student's person, as a result of a search conducted in accordance with this policy.

DRUG-TESTING
PROGRAM
OBJECTIVES

The objectives of the District's drug-testing program are as follows:

1. To provide a deterrent to drug use for any District student (hereinafter referred to as extracurricular participant or "ECP") who participates in extracurricular activities (hereinafter referred to as "ECA") in grades 7–12.
2. To provide a drug education program for those ECPs who test positive for drug use and for those ECPs who are at risk for drug use.
3. To ensure the health and safety of ECPs.

PLAN

Guidelines for the District's drug-testing program are as follows:

1. All ECPs from grades 7–12 (male and female) involved in District ECAs shall be subject to this testing program.
2. All H.S. ECPs shall and M.S. ECPs may be initially tested a minimum of one time per semester (fall and spring) each school year and randomly tested throughout the school year.
3. ECPs selected for random testing shall be chosen from a pool of all ECPs [see item 2 at TESTING PROCEDURES AND PROTOCOLS, below].
4. The method of screening shall be by an independent laboratory immunological screening procedure. All drugs detected by the screen shall be confirmed by gas chromatography/mass spectroscopy (hereinafter referred to as GC/MS) before being reported as being detected. An ECP's admission of guilt shall constitute a positive screening. Failure to produce a sample in the allotted time period shall be considered a positive screening.
5. Certified lab personnel and professional staff shall administer testing.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

6. Each ECP who is selected shall be required to provide a urine sample to the designee during the time constraints described at TESTING PROCEDURES AND PROTOCOLS, below. At the discretion of the DPA, a student may be selected to submit a hair or oral sample.

DRUGS ELIGIBLE FOR
TESTING

The following are substances which are eligible to be tested for:

- Alcohol;
- Amphetamines;
- Barbituates;
- Benzodiazepine;
- Cocaine;
- Ecstasy;
- Methaqualone;
- Opiates: Codeine, heroin, morphine, papaverine phencyclidine;
- Tetrahydrocannabinoids (THC): marijuana; and
- Steroids.
- Synthetic Drugs

TESTING
PROCEDURES AND
PROTOCOLS

Testing procedures and protocols are as follows:

1. Mandatory Testing: Every male and female ECP, grades 9 – 12, shall be tested a minimum of once per semester and MS students may be tested once per semester. The student shall be required to submit a sample immediately upon request. All specimens shall be collected adhering to a strict chain of custody.
2. Random Testing: Every male and female ECP, grades 7 –12, shall be eligible to be tested during the entire school year. The final number of random tests shall be determined by the drug program administrator (hereafter referred to as DPA) and the District vendor. ECPs shall be required to submit a sample immediately upon request. All specimens shall be collected, adhering to a strict chain of custody.
3. All positive screenings shall be confirmed by either the ECP's admission or an additional test from the same sample that will include GC/MS testing by the District vendor. A positive test

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

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(LOCAL)

result shall not constitute an offense if the ECP's parent/guardian provides the DPA with a valid legal prescription for the drug identified as positive by the test.

4. The District vendor shall take the specimens to an independent lab for processing. The District vendor shall send the results to the DPA. The ECP's identification number shall identify all specimens.
5. Noncompliance by any ECP with the above-testing procedures shall be considered a violation of this policy and grounds for removal from ECAs within the District.
6. Each ECP in an ECA for grades 7–12 shall give consent to the extracurricular drug testing program. The consent should be agreed to on the school registration form each year. Should online registration be incomplete at the time of student testing, the DPA will request parent signature on a hard copy of the extracurricular drug testing consent form. If the ECP or parent/guardian refuses to consent, the ECP shall be denied participation in extracurricular activities until said consent form is signed and, at the parent's/guardian's expense, undergoes drug testing with a negative result.
7. Any ECP refusing to be tested shall be subject to sanctions as if the ECP had tested positive. Failure to provide a specimen within two hours shall constitute a refusal to test. Readmission to an ECA shall be contingent upon agreement to participate in the drug-testing program and a negative test result.
8. Any ECP caught cheating or tampering with a specimen taken by the DPA, testing monitors, or the vendor shall be subject to sanctions as if the ECP had tested positive.
9. The administering and/or interpretation of the policy and testing procedures shall be left to the discretion of the District administrator of drug testing.

RETESTING PROCESS An adult student or a parent, at his or her expense, may request a retest of the same sample by another certified laboratory. The sample must be transferred following a strict, documented, chain of custody. A certified copy of the result must be mailed by that laboratory to the DPA. If the second result differs from the first, the second shall be the determining result. The ECP may not participate while the appeal is pending.

CONFIDENTIALITY The collection and coding of specimen samples shall be executed in a manner ensuring total confidentiality and property identification.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

Only the ECP, the parent/guardian, the extracurricular sponsor, the athletic director, the campus principal, and the DPA shall know the test results.

All test results shall be destroyed when the ECP no longer has extracurricular eligibility.

SANCTIONS FOR
POSITIVE TESTING

Sanctions for testing positive shall be as follows:

1. All offenses shall be cumulative throughout the ECP's eligibility (grades 7 through 12).
2. The following disciplinary measures shall be taken for any ECP testing positive for a drug test, and/or any ECP having written documentation reported by law enforcement officers as having been involved with alcohol or drug activity, such as selling, buying, using, or possessing drug paraphernalia.
3. Suspension shall take place immediately from the activity in which the ECP is involved. If the student is not actively involved in an extracurricular activity at that time, the suspension shall begin with the next event in which the ECP is involved.
4. The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.

FIRST OFFENSE

Sanctions for the first offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 20 percent of all scheduled events with a minimum of one activity for those with four or fewer events in the season but shall not include suspension from play-off practice games, scrimmages, practices, or program participation.
3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education/counseling delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
4. The ECP shall be tested during each of the next four testing sessions, which may carry over into the next school year.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

The testing shall be at the ECP's and/or parent's/guardian's expense.

SECOND OFFENSE

Sanctions for the second offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 50 percent of scheduled events with a minimum of one activity for those ECAs with two events or less and until the student has a negative drug test with the District vendor.
3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education counseling from an LPC, or other acceptable professional at the discretion of the DPA, at the ECP's or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
4. The parent of the ECP shall complete 3 sessions (equivalent of 4.5 hours) of parental education course work, at the ECP's parent's/guardian's expense.
5. The ECP shall be tested during each of the next six testing sessions, which may and can carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

THIRD OFFENSE

Sanctions for the third offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. Any ECP, grades 7-12 shall be suspended from extracurricular programs, contests, and events, for one calendar year. This may include removal from certain extracurricular classes as well.
3. An ECP may be reinstated to an ECA after one calendar year at the completion of a minimum of 12 documented hours of drug counseling and a negative drug test.
4. The parent/guardian shall be responsible for all counseling upon the third offense.
5. The parent/guardian of the ECP shall complete 6 sessions (equivalent of 9 hours) of parental education course work, at the ECP's parent's/guardian's expense.
6. An ECP will be required to complete community service hours that are determined by a school district 3-person committee comprised of DPA, campus principal, and sponsor/coach.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

7. An ECP's suspension from ECAs under the third offense shall begin the day the DPA confirms the third test as positive.

FOURTH OFFENSE

Sanctions for the fourth offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. A fourth positive test shall result in removal of the ECP, whether in high school or middle school, from participation in ECAs for the remainder of his or her middle school and high school eligibility.

A parent or guardian, at his or her own expense, may request another test of the same sample by another certified laboratory.

The District shall not be responsible for any cost incurred by the parent/guardian or ECP for drug education, counseling, or residential treatment.

STUDENT DRIVERS

Students who drive to and from school and who park on District property shall be subject to the same drug testing requirements as ECPs.

In addition to any other sanctions that may be imposed based on a student driver's participation in an ECA, a student who has a positive test result shall be subject to the following restrictions related to parking on school property:

1. For the first positive test, ten school-day suspension from parking;
2. For the second positive test, 30 school-day suspension from parking;
3. For the third positive test, one school year suspension from parking; and
4. For the fourth positive test, parking privileges removed for the remainder of enrollment in the District.

Parking privileges shall be reinstated at the end of a suspension period based on a negative test result.

COUNSELING

The ECP shall have documented completion the prescribed minimum amount of hours of drug education/counseling, based on the number of the offense. This must be delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

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(LOCAL)

Counseling for an offense should be completed before resuming the ECP's activity. Once suspension is completed, an ECP can become eligible for participation after the ECP has completed 8 hours of documented counseling. The ECP will have 2 weeks to complete the final 4 hours of counselor or the ECP's participation will be suspended until the counseling is completed.

MFISD has entered a partnership with Bluebonnet Trails Community Services and the substance abuse program they offer is recommended; however, the ECP may use any LPC they choose.

DEFINITIONS OF
TERMS

The following definitions are for the purpose of the drug-testing program in this policy:

1. Extracurricular Activity (ECA): Any membership or participation in any of the clubs, organizations, or activities on the attached list.
2. Extracurricular Participant (ECP): Any participating student in grades 7–12.
3. ECA: Extracurricular activities in grades 7–12.
4. DPA: Drug program administrator.
5. GC/MS: Gas Chromatography/Mass Spectroscopy; a scientific process to identify specific chemical compounds. A molecular fingerprint is obtained that identifies a chemical compound with 100 percent accuracy.

APPEAL PROCESS

An appeal of a positive drug test finding must follow the prescribed process outlined in FNG(LOCAL).

LIST OF ACTIVITIES

Middle School (Including, but not limited to)

Band	Cheerleaders
Competition Choir	Junior FFA
Creative Problem Solving	UIL Theater
M.S. High Athletic Department	Volleyball
Student Council	Theater Arts
UIL Academics	

High School (Including, but not limited to)

Band	Football	Student Council
Baseball	Girls Basketball	UIL Academics
Boys Basketball	Girls Cross Country	UIL Journalism
Boys Cross Country	Girls Golf	4-H
Boys Soccer	Girls Tennis	Boys Tennis
Girls Track	Boys Track.	NHS

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

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(LOCAL)

Chess Club	PALS	HOSA
Cheerleaders	Parking on District Property	
Competition Choir	Powerlifting	
FBLA	Skills USA	
FFA	Softball	
FCCLA	Starlettes	
Fishing Club	Lovely Ladies	
Key Club	Thespians	

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

INTERROGATIONS

BY SCHOOL
OFFICIALS

Administrators, teachers, and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

BY POLICE OR
OTHER
AUTHORITIES

For provisions pertaining to student questioning by law enforcement officials or other lawful authorities, see GRA(LOCAL).

LOCKERS AND
VEHICLES

Students have full responsibility for the security of their lockers and for vehicles parked on school property. It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations are not given to others. Students shall not place, keep, or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property.

School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by District policy. Students shall be responsible for any prohibited items found in their lockers or in vehicles parked on school property.

If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.

USE OF TRAINED
DOGS

The District shall use specially trained nonaggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances defined in FNCF(LEGAL), and alcohol. This program is implemented in response to drug- and alcohol-related problems in District schools, with the objective of maintaining a safe school environment conducive to education.

Such visits to schools shall be unannounced. The dogs shall be used to sniff vacant classrooms, vacant common areas, the areas around student lockers, and the areas around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials. Searches of vehicles shall be conducted as described above.

NOTICE

At the beginning of the school year, the District shall inform students of the District's policy on searches, as outlined above, and shall specifically notify students that:

1. Lockers may be sniffed by trained dogs at any time.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

FNF
(LOCAL)

2. Vehicles parked on school property may be sniffed by trained dogs at any time.
3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.
4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.

PARENT
NOTIFICATION

The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, in a student's vehicle parked on school property, or on the student's person, as a result of a search conducted in accordance with this policy.

DRUG-TESTING
PROGRAM
OBJECTIVES

The objectives of the District's drug-testing program are as follows:

1. To provide a deterrent to drug use for any District student (hereinafter referred to as extracurricular participant or "ECP") who participates in extracurricular activities (hereinafter referred to as "ECA") in grades 7–12.
2. To provide a drug education program for those ECPs who test positive for drug use and for those ECPs who are at risk for drug use.
3. To ensure the health and safety of ECPs.

PLAN

Guidelines for the District's drug-testing program are as follows:

1. All ECPs from grades 7–12 (male and female) involved in District ECAs shall be subject to this testing program.
2. All [HS ECPs](#) shall [and MS ECPS may](#) be initially tested a minimum of one time per semester (fall and spring) each school year and randomly tested throughout the school year (~~twice per semester, each school year~~).
3. ECPs selected for random testing shall be chosen from a pool of all ECPs [see item 2 at TESTING PROCEDURES AND PROTOCOLS, below].
4. The method of screening shall be by an independent laboratory immunological screening procedure. All drugs detected by the screen shall be confirmed by gas chromatography/mass spectroscopy (hereinafter referred to as GC/MS) before being reported as being detected. An ECP's admission of guilt shall constitute a positive screening. Failure to produce a sample in the allotted time period shall be considered a positive screening.

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

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DRUGS ELIGIBLE FOR TESTING	<p>5. Certified lab personnel and professional staff shall administer testing.</p> <p>6. Each ECP who is selected shall be required to provide a urine sample, hair, or oral sample to the designee during the time constraints described at TESTING PROCEDURES AND PROTOCOLS, below. <u>At the discretion of the DPA, a student may be selected to submit a hair or oral sample.</u></p> <p>The following are substances for which <u>are eligible to be tests for</u> shall be conducted:</p> <ul style="list-style-type: none">• Alcohol;• <u>Amphetamines</u>;• <u>Barbituates</u>;• Benzodiazepine;• Cocaine;• Ecstasy;• Methaqualone;• Opiates: Codeine, heroin, morphine, papaverine phencyclidine;• Tetrahydrocannabinoids (THC): marijuana; and• <u>Steriods</u>;• <u>Synthetic Drugs</u>.-
TESTING PROCEDURES AND PROTOCOLS	<p>Testing procedures and protocols are as follows:</p> <ol style="list-style-type: none">1. Mandatory Testing: Every male and female ECP, grades 79–12, shall be tested <u>a minimum of once per semester and MS students may be tested once per semester, twice a year.</u> The student shall be required to submit a sample immediately upon request. All specimens shall be collected adhering to a strict chain of custody.2. Random Testing: Every male and female ECP, grades 7–12, shall be eligible to be tested during the entire school year. <u>The final number of random tests shall be determined by the drug program administrator (hereafter referred to the DPA) and the district vendor. A predetermined percentage not to exceed approximately ten percent of high school and not to exceed ten percent of the grade 7 and 8 ECPs shall be randomly selected by the District vendor from a computer pro-</u>

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~~gram four times per school year. The final random percent-
age number shall be determined by the drug program admin-
istrator (hereafter referred to as DPA) and the District vendor.~~
ECPs shall be required to submit a sample immediately upon
request. All specimens shall be collected, adhering to a strict
chain of custody.

3. All positive screenings shall be confirmed by either the ECP's admission or an additional test from the same sample that will include GC/MS testing by the District vendor. A positive test result shall not constitute an offense if the ECP's parent/guardian provides the DPA with a valid legal prescription for the drug identified as positive by the test.
4. The District vendor shall take the specimens to an independent lab for processing. The District vendor shall send the results to the DPA. The ECP's identification number shall identify all specimens.
5. Noncompliance by any ECP with the above-testing procedures shall be considered a violation of this policy and grounds for removal from ECAs within the District.
6. Each ECP in an ECA for grades 7–12 shall give consent to the extracurricular drug testing program. and, if the student is under 18 years of age, his or her parent/guardian shall sign a consent form agreeing to the student's participation in the drug testing program. One signed consent form shall be required and kept on file for grades 7–8. When the ECP enters high school, an additional consent form shall be signed and kept on file for grades 9–12. The consent should be agreed to on the school registration form each year. Should online registration be incomplete at the time of student testing, the DPA will request parent signature on a hard copy of the extra-curricular drug testing consent form. If the ECP or parent/guardian refuses to consent, the ECP shall be denied participation in extracurricular activities until said consent form is signed and, at the parent's/guardian's expense, undergoes drug testing with a negative result.
7. Any ECP refusing to be tested shall be subject to sanctions as if the ECP had tested positive. Failure to provide a specimen within two hours shall constitute a refusal to test. Readmission to an ECA shall be contingent upon agreement to participate in the drug-testing program and a negative test result.

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8. Any ECP caught cheating or tampering with a specimen taken by the DPA, testing monitors, or the vendor shall be subject to sanctions as if the ECP had tested positive.
9. The administering and/or interpretation of the policy and testing procedures shall be left to the discretion of the District administrator of drug testing.

RETESTING PROCESS An adult student or a parent, at his or her expense, may request a retest of the same sample by another certified laboratory. The sample must be transferred following a strict, documented, chain of custody. A certified copy of the result must be mailed by that laboratory to the DPA. If the second result differs from the first, the second shall be the determining result. The ECP may not participate while the appeal is pending.

CONFIDENTIALITY The collection and coding of specimen samples shall be executed in a manner ensuring total confidentiality and property identification.

Only the ECP, the parent/guardian, the extracurricular sponsor, the athletic director, the campus principal, and the DPA shall know the test results.

All test results shall be destroyed when the ECP no longer has extracurricular eligibility.

SANCTIONS FOR
POSITIVE TESTING

Sanctions for testing positive shall be as follows:

1. All offenses shall be cumulative throughout the ECP's eligibility (grades 7 through 12).
2. The following disciplinary measures shall be taken for any ECP testing positive for a drug test, and/or any ECP having written documentation reported by law enforcement officers as having been involved with [alcohol or](#) drug activity, such as selling, buying, using, or possessing drug paraphernalia.
3. Suspension shall take place immediately from the activity in which the ECP is involved. If the student is not actively involved in an extracurricular activity at that time, the suspension shall begin with the next event in which the ECP is involved.
4. The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.

Sanctions for the first offense include:

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- FIRST OFFENSE
1. The parent/guardian shall be notified to discuss the ECP's sanctions.
 2. The ECP shall be suspended from the ECA for 20 percent of all scheduled events with a minimum of one activity for those with four or fewer events in the season but shall not include suspension from play-off practice games, scrimmages, practices, or program participation.
 3. The ECP shall complete and have documented completion of a minimum of ~~five~~ twelve hours of drug education/counseling delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
 4. The ECP shall be tested during each of the next four testing sessions, which may carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

- SECOND OFFENSE
- Sanctions for the second offense include:
1. The parent/guardian shall be notified to discuss the ECP's sanctions.
 2. The ECP shall be suspended from the ECA for 50 percent of scheduled events with a minimum of one activity for those ECAs with two events or less and until the student has a negative drug test with the District vendor.
 3. The ECP shall complete and have documented completion of a minimum of ~~ten~~ twelve hours of drug education counseling from an LPC, or other acceptable professional at the discretion of the DPA, at the ECP's or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
 4. The parent of the ECP shall complete 3 sessions (equivalent of 4.5 hours) of parental education course work, at the ECP's parent's/guardian's expense.
 - ~~3.~~
 - 4.5. The ECP shall be tested during each of the next six testing sessions, which may and can carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

- THIRD OFFENSE
- Sanctions for the third offense include:

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1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. ~~A high school~~ Any ECP, grades 7-12, shall be suspended from ~~ECAs extracurricular programs, contests and events~~ for one calendar year, ~~including classes, practices, rehearsals, and contests.~~ This may include removal from certain extracurricular classes as well.
- ~~3. A grade 7 or grade 8 ECP shall be suspended from ECAs for one calendar year, including classes, practices, rehearsals, and contests.~~
- ~~4.3.~~ An ECP may be reinstated to an ECA after one calendar year at the completion of a minimum of ~~15~~ twelve documented hours of drug counseling and a negative drug test.
4. The parent/guardian shall be responsible for all counseling upon the third offense.
5. The parent/guardian of the ECP shall complete 6 sessions (equivalent of 9 hours) of parental education course work, at the ECP's parent's/guardian's expense.
6. An ECP will be required to complete community service hours that are determined by a school district 3-person committee comprised of DPA, campus principal, and sponsor/coach.
- ~~5.~~
- ~~6.7.~~ An ECP's suspension from ECAs under the third offense shall begin the day the DPA confirms the third test as positive.

FOURTH OFFENSE

Sanctions for the fourth offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. A fourth positive test shall result in removal of the ECP, whether in high school or middle school, from participation in ECAs for the remainder of his or her middle school and high school eligibility.

A parent or guardian, at his or her own expense, may request another test of the same sample by another certified laboratory.

The District shall not be responsible for any cost incurred by the parent/guardian or ECP for drug education, counseling, or residential treatment.

STUDENT DRIVERS

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Students who drive to and from school and who park on District property shall be subject to the same drug testing requirements as ECPs.

In addition to any other sanctions that may be imposed based on a student driver's participation in an ECA, a student who has a positive test result shall be subject to the following restrictions related to parking on school property:

1. For the first positive test, ten school-day suspension from parking;
2. For the second positive test, 30 school-day suspension from parking;
3. For the third positive test, one school year suspension from parking; and
4. For the fourth positive test, parking privileges removed for the remainder of enrollment in the District.

Parking privileges shall be reinstated at the end of a suspension period based on a negative test result.

COUNSELING

The ECP shall have documented completion the prescribed minimum amount of hours of drug education/counseling, based on the number of the offense. This must be delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense.

Counseling for an offense should be completed before resuming the ECP's activity. Once suspension is completed, an ECP can become eligible for participation after the ECP has completed 8 hours of documented counseling. The ECP will have 2 weeks to complete the final 4 hours of counselor or the ECP's participation will be suspended until the counseling is completed.

MFISD has entered a partnership with Bluebonnet Trails Community Services and the substance abuse program they offer is recommended; however, the ECP may use any LPC they choose.

DEFINITIONS OF
TERMS

The following definitions are for the purpose of the drug-testing program in this policy:

1. Extracurricular Activity (ECA): Any membership or participation in any of the clubs, organizations, or activities on the attached list.

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2. Extracurricular Participant (ECP): Any participating student in grades 7–12.
3. ECA: Extracurricular activities in grades 7–12.
4. DPA: Drug program administrator.
5. GC/MS: Gas Chromatography/Mass Spectroscopy; a scientific process to identify specific chemical compounds. A molecular fingerprint is obtained that identifies a chemical compound with 100 percent accuracy.

APPEAL PROCESS

An appeal of a positive drug test finding must follow the prescribed process outlined in FNG(LOCAL).

LIST OF ACTIVITIES\$

Middle School (Including, but not limited to)

Band	Cheerleaders
Competition Choir	Junior FFA
Creative Problem Solving	UIL Theater
Jr. High MS Athletic Department	Volleyball
Student Council	Theater Arts
UIL Academics	

High School (Including, but not limited to)

Band	Football	Student Council
Baseball	Girls Basketball	UIL Academics
Boys Basketball	Girls Cross Country	UIL Journalism
Boys Cross Country	Girls Golf	4-H
Boys Soccer	Girls Tennis	
Boys Tennis	Girls Track	
Boys Track	H.O.S.A.	
Chess Club	PALS	
Cheerleaders	Parking on District Property	
Competition Choir	Powerlifting	
FBLA	Skills USA	
FFA	Softball	
FCCLA	Starlettes	
Fishing Club	Lovely Ladies	
Key Club	Thespians	
NHS		

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INTERROGATIONS BY SCHOOL OFFICIALS	Administrators, teachers, and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.
BY POLICE OR OTHER AUTHORITIES	For provisions pertaining to student questioning by law enforcement officials or other lawful authorities, see GRA(LOCAL).
LOCKERS AND VEHICLES	<p>Students have full responsibility for the security of their lockers and for vehicles parked on school property. It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations are not given to others. Students shall not place, keep, or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property.</p> <p>School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by District policy. Students shall be responsible for any prohibited items found in their lockers or in vehicles parked on school property.</p> <p>If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.</p>
USE OF TRAINED DOGS	<p>The District shall use specially trained nonaggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances defined in FNCF(LEGAL), and alcohol. This program is implemented in response to drug- and alcohol-related problems in District schools, with the objective of maintaining a safe school environment conducive to education.</p> <p>Such visits to schools shall be unannounced. The dogs shall be used to sniff vacant classrooms, vacant common areas, the areas around student lockers, and the areas around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials. Searches of vehicles shall be conducted as described above.</p>
NOTICE	<p>At the beginning of the school year, the District shall inform students of the District's policy on searches, as outlined above, and shall specifically notify students that:</p> <ol style="list-style-type: none">1. Lockers may be sniffed by trained dogs at any time.

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2. Vehicles parked on school property may be sniffed by trained dogs at any time.
3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.
4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.

PARENT
NOTIFICATION

The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, in a student's vehicle parked on school property, or on the student's person, as a result of a search conducted in accordance with this policy.

DRUG-TESTING
PROGRAM
OBJECTIVES

The objectives of the District's drug-testing program are as follows:

1. To provide a deterrent to drug use for any District student (hereinafter referred to as extracurricular participant or "ECP") who participates in extracurricular activities (hereinafter referred to as "ECA") in grades 7–12.
2. To provide a drug education program for those ECPs who test positive for drug use and for those ECPs who are at risk for drug use.
3. To ensure the health and safety of ECPs.

PLAN

Guidelines for the District's drug-testing program are as follows:

1. All ECPs from grades 7–12 (male and female) involved in District ECAs shall be subject to this testing program.
2. All H.S. ECPs shall and M.S. ECPs may be initially tested a minimum of one time per semester (fall and spring) each school year and randomly tested throughout the school year.
3. ECPs selected for random testing shall be chosen from a pool of all ECPs [see item 2 at TESTING PROCEDURES AND PROTOCOLS, below].
4. The method of screening shall be by an independent laboratory immunological screening procedure. All drugs detected by the screen shall be confirmed by gas chromatography/mass spectroscopy (hereinafter referred to as GC/MS) before being reported as being detected. An ECP's admission of guilt shall constitute a positive screening. Failure to produce a sample in the allotted time period shall be considered a positive screening.
5. Certified lab personnel and professional staff shall administer testing.

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6. Each ECP who is selected shall be required to provide a urine sample to the designee during the time constraints described at TESTING PROCEDURES AND PROTOCOLS, below. At the discretion of the DPA, a student may be selected to submit a hair or oral sample.

DRUGS ELIGIBLE FOR
TESTING

The following are substances which are eligible to be tested for:

- Alcohol;
- Amphetamines;
- Barbituates;
- Benzodiazepine;
- Cocaine;
- Ecstasy;
- Methaqualone;
- Opiates: Codeine, heroin, morphine, papaverine phencyclidine;
- Tetrahydrocannabinoids (THC): marijuana; and
- Steroids.
- Synthetic Drugs

TESTING
PROCEDURES AND
PROTOCOLS

Testing procedures and protocols are as follows:

1. Mandatory Testing: Every male and female ECP, grades 9 – 12, shall be tested a minimum of once per semester and MS students may be tested once per semester. The student shall be required to submit a sample immediately upon request. All specimens shall be collected adhering to a strict chain of custody.
2. Random Testing: Every male and female ECP, grades 7 –12, shall be eligible to be tested during the entire school year. The final number of random tests shall be determined by the drug program administrator (hereafter referred to as DPA) and the District vendor. ECPs shall be required to submit a sample immediately upon request. All specimens shall be collected, adhering to a strict chain of custody.
3. All positive screenings shall be confirmed by either the ECP's admission or an additional test from the same sample that will include GC/MS testing by the District vendor. A positive test

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result shall not constitute an offense if the ECP's parent/guardian provides the DPA with a valid legal prescription for the drug identified as positive by the test.

4. The District vendor shall take the specimens to an independent lab for processing. The District vendor shall send the results to the DPA. The ECP's identification number shall identify all specimens.
5. Noncompliance by any ECP with the above-testing procedures shall be considered a violation of this policy and grounds for removal from ECAs within the District.
6. Each ECP in an ECA for grades 7–12 shall give consent to the extracurricular drug testing program. The consent should be agreed to on the school registration form each year. Should online registration be incomplete at the time of student testing, the DPA will request parent signature on a hard copy of the extracurricular drug testing consent form. If the ECP or parent/guardian refuses to consent, the ECP shall be denied participation in extracurricular activities until said consent form is signed and, at the parent's/guardian's expense, undergoes drug testing with a negative result.
7. Any ECP refusing to be tested shall be subject to sanctions as if the ECP had tested positive. Failure to provide a specimen within two hours shall constitute a refusal to test. Readmission to an ECA shall be contingent upon agreement to participate in the drug-testing program and a negative test result.
8. Any ECP caught cheating or tampering with a specimen taken by the DPA, testing monitors, or the vendor shall be subject to sanctions as if the ECP had tested positive.
9. The administering and/or interpretation of the policy and testing procedures shall be left to the discretion of the District administrator of drug testing.

RETESTING PROCESS An adult student or a parent, at his or her expense, may request a retest of the same sample by another certified laboratory. The sample must be transferred following a strict, documented, chain of custody. A certified copy of the result must be mailed by that laboratory to the DPA. If the second result differs from the first, the second shall be the determining result. The ECP may not participate while the appeal is pending.

CONFIDENTIALITY The collection and coding of specimen samples shall be executed in a manner ensuring total confidentiality and property identification.

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Only the ECP, the parent/guardian, the extracurricular sponsor, the athletic director, the campus principal, and the DPA shall know the test results.

All test results shall be destroyed when the ECP no longer has extracurricular eligibility.

SANCTIONS FOR
POSITIVE TESTING

Sanctions for testing positive shall be as follows:

1. All offenses shall be cumulative throughout the ECP's eligibility (grades 7 through 12).
2. The following disciplinary measures shall be taken for any ECP testing positive for a drug test, and/or any ECP having written documentation reported by law enforcement officers as having been involved with alcohol or drug activity, such as selling, buying, using, or possessing drug paraphernalia.
3. Suspension shall take place immediately from the activity in which the ECP is involved. If the student is not actively involved in an extracurricular activity at that time, the suspension shall begin with the next event in which the ECP is involved.
4. The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.

FIRST OFFENSE

Sanctions for the first offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 20 percent of all scheduled events with a minimum of one activity for those with four or fewer events in the season but shall not include suspension from play-off practice games, scrimmages, practices, or program participation.
3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education/counseling delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
4. The ECP shall be tested during each of the next four testing sessions, which may carry over into the next school year.

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The testing shall be at the ECP's and/or parent's/guardian's expense.

SECOND OFFENSE

Sanctions for the second offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 50 percent of scheduled events with a minimum of one activity for those ECAs with two events or less and until the student has a negative drug test with the District vendor.
3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education counseling from an LPC, or other acceptable professional at the discretion of the DPA, at the ECP's or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
4. The parent of the ECP shall complete 3 sessions (equivalent of 4.5 hours) of parental education course work, at the ECP's parent's/guardian's expense. In extraordinary circumstances, a student could become eligible to participate without parental completion of counseling. Reference Policy FNF (Exhibit) for application of exception.
5. The ECP shall be tested during each of the next six testing sessions, which may and can carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

THIRD OFFENSE

Sanctions for the third offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. Any ECP, grades 7-12 shall be suspended from extracurricular programs, contests, and events, for one calendar year. This may include removal from certain extracurricular classes as well.
3. An ECP may be reinstated to an ECA after one calendar year at the completion of a minimum of 12 documented hours of drug counseling and a negative drug test.
4. The parent/guardian shall be responsible for all counseling upon the third offense. In extraordinary circumstances, a student could become eligible to participate without parental completion of counseling. Reference Policy FNF (Exhibit) for application of exception.

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5. The parent/guardian of the ECP shall complete 6 sessions (equivalent of 9 hours) of parental education course work, at the ECP's parent's/guardian's expense.
6. An ECP will be required to complete community service hours that are determined by a school district 3-person committee comprised of DPA, campus principal, and sponsor/coach.
7. An ECP's suspension from ECAs under the third offense shall begin the day the DPA confirms the third test as positive.

FOURTH OFFENSE

Sanctions for the fourth offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. A fourth positive test shall result in removal of the ECP, whether in high school or middle school, from participation in ECAs for the remainder of his or her middle school and high school eligibility.

A parent or guardian, at his or her own expense, may request another test of the same sample by another certified laboratory.

The District shall not be responsible for any cost incurred by the parent/guardian or ECP for drug education, counseling, or residential treatment.

STUDENT DRIVERS

Students who drive to and from school and who park on District property shall be subject to the same drug testing requirements as ECPs.

In addition to any other sanctions that may be imposed based on a student driver's participation in an ECA, a student who has a positive test result shall be subject to the following restrictions related to parking on school property:

1. For the first positive test, ten school-day suspension from parking;
2. For the second positive test, 30 school-day suspension from parking;
3. For the third positive test, one school year suspension from parking; and
4. For the fourth positive test, parking privileges removed for the remainder of enrollment in the District.

Parking privileges shall be reinstated at the end of a suspension period based on a negative test result.

COUNSELING

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The ECP shall have documented completion the prescribed minimum amount of hours of drug education/counseling, based on the number of the offense. This must be delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense.

Counseling for an offense should be completed before resuming the ECP's activity. Once suspension is completed, an ECP can become eligible for participation after the ECP has completed 8 hours of documented counseling. The ECP will have 2 weeks to complete the final 4 hours of counselor or the ECP's participation will be suspended until the counseling is completed.

MFISD has entered a partnership with Bluebonnet Trails Community Services and the substance abuse program they offer is recommended; however, the ECP may use any LPC they choose.

DEFINITIONS OF
TERMS

The following definitions are for the purpose of the drug-testing program in this policy:

1. Extracurricular Activity (ECA): Any membership or participation in any of the clubs, organizations, or activities on the attached list.
2. Extracurricular Participant (ECP): Any participating student in grades 7–12.
3. ECA: Extracurricular activities in grades 7–12.
4. DPA: Drug program administrator.
5. GC/MS: Gas Chromatography/Mass Spectroscopy; a scientific process to identify specific chemical compounds. A molecular fingerprint is obtained that identifies a chemical compound with 100 percent accuracy.

APPEAL PROCESS

An appeal of a positive drug test finding must follow the prescribed process outlined in FNG(LOCAL).

LIST OF ACTIVITIES

Middle School (Including, but not limited to)

Band	Cheerleaders
Competition Choir	Junior FFA
Creative Problem Solving	UIL Theater
M.S. High Athletic Department	Volleyball
Student Council	Theater Arts
UIL Academics	

High School (Including, but not limited to)

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Band	Football	Student Council
Baseball	Girls Basketball	UIL Academics
Boys Basketball	Girls Cross Country	UIL Journalism
Boys Cross Country	Girls Golf	4-H
Boys Soccer	Girls Tennis	Boys Tennis
Girls Track	Boys Track.	NHS
Chess Club	PALS	HOSA
Cheerleaders	Parking on District Property	
Competition Choir	Powerlifting	
FBLA	Skills USA	
FFA	Softball	
FCCLA	Starlettes	
Fishing Club	Lovely Ladies	
Key Club	Thespians	

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INTERROGATIONS

BY SCHOOL
OFFICIALS

Administrators, teachers, and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

BY POLICE OR
OTHER
AUTHORITIES

For provisions pertaining to student questioning by law enforcement officials or other lawful authorities, see GRA(LOCAL).

LOCKERS AND
VEHICLES

Students have full responsibility for the security of their lockers and for vehicles parked on school property. It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations are not given to others. Students shall not place, keep, or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property.

School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by District policy. Students shall be responsible for any prohibited items found in their lockers or in vehicles parked on school property.

If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.

USE OF TRAINED
DOGS

The District shall use specially trained nonaggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances defined in FNCF(LEGAL), and alcohol. This program is implemented in response to drug- and alcohol-related problems in District schools, with the objective of maintaining a safe school environment conducive to education.

Such visits to schools shall be unannounced. The dogs shall be used to sniff vacant classrooms, vacant common areas, the areas around student lockers, and the areas around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials. Searches of vehicles shall be conducted as described above.

NOTICE

At the beginning of the school year, the District shall inform students of the District's policy on searches, as outlined above, and shall specifically notify students that:

1. Lockers may be sniffed by trained dogs at any time.

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2. Vehicles parked on school property may be sniffed by trained dogs at any time.
3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.
4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.

PARENT
NOTIFICATION

The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, in a student's vehicle parked on school property, or on the student's person, as a result of a search conducted in accordance with this policy.

DRUG-TESTING
PROGRAM
OBJECTIVES

The objectives of the District's drug-testing program are as follows:

1. To provide a deterrent to drug use for any District student (hereinafter referred to as extracurricular participant or "ECP") who participates in extracurricular activities (hereinafter referred to as "ECA") in grades 7–12.
2. To provide a drug education program for those ECPs who test positive for drug use and for those ECPs who are at risk for drug use.
3. To ensure the health and safety of ECPs.

PLAN

Guidelines for the District's drug-testing program are as follows:

1. All ECPs from grades 7–12 (male and female) involved in District ECAs shall be subject to this testing program.
2. All [HS ECPs](#) shall [and MS ECPS may](#) be initially tested a minimum of one time per semester (fall and spring) each school year and randomly tested throughout the school year (~~twice per semester, each school year~~).
3. ECPs selected for random testing shall be chosen from a pool of all ECPs [see item 2 at TESTING PROCEDURES AND PROTOCOLS, below].
4. The method of screening shall be by an independent laboratory immunological screening procedure. All drugs detected by the screen shall be confirmed by gas chromatography/mass spectroscopy (hereinafter referred to as GC/MS) before being reported as being detected. An ECP's admission of guilt shall constitute a positive screening. Failure to produce a sample in the allotted time period shall be considered a positive screening.

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DRUGS ELIGIBLE FOR TESTING	<p>5. Certified lab personnel and professional staff shall administer testing.</p> <p>6. Each ECP who is selected shall be required to provide a urine sample, hair, or oral sample to the designee during the time constraints described at TESTING PROCEDURES AND PROTOCOLS, below. <u>At the discretion of the DPA, a student may be selected to submit a hair or oral sample.</u></p> <p>The following are substances for which <u>are eligible to be tests for</u> shall be conducted:</p> <ul style="list-style-type: none">• Alcohol;• <u>Amphetamines</u>;• <u>Barbituates</u>;• Benzodiazepine;• Cocaine;• Ecstasy;• Methaqualone;• Opiates: Codeine, heroin, morphine, papaverine phencyclidine;• Tetrahydrocannabinoids (THC): marijuana; and• <u>Steriods</u>;• <u>Synthetic Drugs</u>.-
TESTING PROCEDURES AND PROTOCOLS	<p>Testing procedures and protocols are as follows:</p> <ol style="list-style-type: none">1. Mandatory Testing: Every male and female ECP, grades 79–12, shall be tested <u>a minimum of once per semester and MS students may be tested once per semester twice a year.</u> The student shall be required to submit a sample immediately upon request. All specimens shall be collected adhering to a strict chain of custody.2. Random Testing: Every male and female ECP, grades 7–12, shall be eligible to be tested during the entire school year. <u>The final number of random tests shall be determined by the drug program administrator (hereafter referred to the DPA) and the district vendor. A predetermined percentage not to exceed approximately ten percent of high school and not to exceed ten percent of the grade 7 and 8 ECPs shall be randomly selected by the District vendor from a computer pro-</u>

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~~gram four times per school year. The final random percent-
age number shall be determined by the drug program admin-
istrator (hereafter referred to as DPA) and the District vendor.~~

ECPs shall be required to submit a sample immediately upon request. All specimens shall be collected, adhering to a strict chain of custody.

3. All positive screenings shall be confirmed by either the ECP's admission or an additional test from the same sample that will include GC/MS testing by the District vendor. A positive test result shall not constitute an offense if the ECP's parent/guardian provides the DPA with a valid legal prescription for the drug identified as positive by the test.
4. The District vendor shall take the specimens to an independent lab for processing. The District vendor shall send the results to the DPA. The ECP's identification number shall identify all specimens.
5. Noncompliance by any ECP with the above-testing procedures shall be considered a violation of this policy and grounds for removal from ECAs within the District.
6. Each ECP in an ECA for grades 7–12 shall give consent to the extracurricular drug testing program. and, if the student is under 18 years of age, his or her parent/guardian shall sign a consent form agreeing to the student's participation in the drug testing program. One signed consent form shall be required and kept on file for grades 7–8. When the ECP enters high school, an additional consent form shall be signed and kept on file for grades 9–12. The consent should be agreed to on the school registration form each year. Should online registration be incomplete at the time of student testing, the DPA will request parent signature on a hard copy of the extracurricular drug testing consent form. If the ECP or parent/guardian refuses to consent, the ECP shall be denied participation in extracurricular activities until said consent form is signed and, at the parent's/guardian's expense, undergoes drug testing with a negative result.
7. Any ECP refusing to be tested shall be subject to sanctions as if the ECP had tested positive. Failure to provide a specimen within two hours shall constitute a refusal to test. Readmission to an ECA shall be contingent upon agreement to participate in the drug-testing program and a negative test result.

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8. Any ECP caught cheating or tampering with a specimen taken by the DPA, testing monitors, or the vendor shall be subject to sanctions as if the ECP had tested positive.
9. The administering and/or interpretation of the policy and testing procedures shall be left to the discretion of the District administrator of drug testing.

RETESTING PROCESS

An adult student or a parent, at his or her expense, may request a retest of the same sample by another certified laboratory. The sample must be transferred following a strict, documented, chain of custody. A certified copy of the result must be mailed by that laboratory to the DPA. If the second result differs from the first, the second shall be the determining result. The ECP may not participate while the appeal is pending.

CONFIDENTIALITY

The collection and coding of specimen samples shall be executed in a manner ensuring total confidentiality and property identification.

Only the ECP, the parent/guardian, the extracurricular sponsor, the athletic director, the campus principal, and the DPA shall know the test results.

All test results shall be destroyed when the ECP no longer has extracurricular eligibility.

SANCTIONS FOR
POSITIVE TESTING

Sanctions for testing positive shall be as follows:

1. All offenses shall be cumulative throughout the ECP's eligibility (grades 7 through 12).
2. The following disciplinary measures shall be taken for any ECP testing positive for a drug test, and/or any ECP having written documentation reported by law enforcement officers as having been involved with [alcohol or](#) drug activity, such as selling, buying, using, or possessing drug paraphernalia.
3. Suspension shall take place immediately from the activity in which the ECP is involved. If the student is not actively involved in an extracurricular activity at that time, the suspension shall begin with the next event in which the ECP is involved.
4. The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.

Sanctions for the first offense include:

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- FIRST OFFENSE
1. The parent/guardian shall be notified to discuss the ECP's sanctions.
 2. The ECP shall be suspended from the ECA for 20 percent of all scheduled events with a minimum of one activity for those with four or fewer events in the season but shall not include suspension from play-off practice games, scrimmages, practices, or program participation.
 3. The ECP shall complete and have documented completion of a minimum of ~~five~~ twelve hours of drug education/counseling delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
 4. The ECP shall be tested during each of the next four testing sessions, which may carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

SECOND OFFENSE Sanctions for the second offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 50 percent of scheduled events with a minimum of one activity for those ECAs with two events or less and until the student has a negative drug test with the District vendor.
3. The ECP shall complete and have documented completion of a minimum of ~~ten~~ twelve hours of drug education counseling from an LPC, or other acceptable professional at the discretion of the DPA, at the ECP's or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
4. The parent of the ECP shall complete 3 sessions (equivalent of 4.5 hours) of parental education course work, at the ECP's parent's/guardian's expense. In extraordinary circumstances, a student could become eligible to participate without parental completion of counseling. Reference Policy FNF (Exhibit) for application of exception.
3. —
- 4.5. The ECP shall be tested during each of the next six testing sessions, which may and can carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

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THIRD OFFENSE

Sanctions for the third offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. ~~A high school~~ Any ECP, grades 7-12, shall be suspended from ~~ECAs extracurricular programs, contests and events~~ for one calendar year, ~~including classes, practices, rehearsals, and contests. This may include removal from certain extracurricular classes as well.~~
3. ~~A grade 7 or grade 8 ECP shall be suspended from ECAs for one calendar year, including classes, practices, rehearsals, and contests.~~
- 4.3. An ECP may be reinstated to an ECA after one calendar year at the completion of a minimum of ~~45~~ twelve documented hours of drug counseling and a negative drug test.
4. The parent/guardian shall be responsible for all counseling upon the third offense.
5. The parent/guardian of the ECP shall complete 6 sessions (equivalent of 9 hours) of parental education course work, at the ECP's parent's/guardian's expense. In extraordinary circumstances, a student could become eligible to participate without parental completion of counseling. Reference Policy FNF (Exhibit) for application of exception.
6. An ECP will be required to complete community service hours that are determined by a school district 3-person committee comprised of DPA, campus principal, and sponsor/coach.
5. —
- 6.7. An ECP's suspension from ECAs under the third offense shall begin the day the DPA confirms the third test as positive.

FOURTH OFFENSE

Sanctions for the fourth offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. A fourth positive test shall result in removal of the ECP, whether in high school or middle school, from participation in ECAs for the remainder of his or her middle school and high school eligibility.

A parent or guardian, at his or her own expense, may request another test of the same sample by another certified laboratory.

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The District shall not be responsible for any cost incurred by the parent/guardian or ECP for drug education, counseling, or residential treatment.

STUDENT DRIVERS

Students who drive to and from school and who park on District property shall be subject to the same drug testing requirements as ECPs.

In addition to any other sanctions that may be imposed based on a student driver's participation in an ECA, a student who has a positive test result shall be subject to the following restrictions related to parking on school property:

1. For the first positive test, ten school-day suspension from parking;
2. For the second positive test, 30 school-day suspension from parking;
3. For the third positive test, one school year suspension from parking; and
4. For the fourth positive test, parking privileges removed for the remainder of enrollment in the District.

Parking privileges shall be reinstated at the end of a suspension period based on a negative test result.

COUNSELING

The ECP shall have documented completion the prescribed minimum amount of hours of drug education/counseling, based on the number of the offense. This must be delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense.

Counseling for an offense should be completed before resuming the ECP's activity. Once suspension is completed, an ECP can become eligible for participation after the ECP has completed 8 hours of documented counseling. The ECP will have 2 weeks to complete the final 4 hours of counselor or the ECP's participation will be suspended until the counseling is completed.

MFISD has entered a partnership with Bluebonnet Trails Community Services and the substance abuse program they offer is recommended; however, the ECP may use any LPC they choose.

DEFINITIONS OF
TERMS

The following definitions are for the purpose of the drug-testing program in this policy:

STUDENT RIGHTS AND RESPONSIBILITIES
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1. Extracurricular Activity (ECA): Any membership or participation in any of the clubs, organizations, or activities on the attached list.
2. Extracurricular Participant (ECP): Any participating student in grades 7–12.
3. ECA: Extracurricular activities in grades 7–12.
4. DPA: Drug program administrator.
5. GC/MS: Gas Chromatography/Mass Spectroscopy; a scientific process to identify specific chemical compounds. A molecular fingerprint is obtained that identifies a chemical compound with 100 percent accuracy.

APPEAL PROCESS

An appeal of a positive drug test finding must follow the prescribed process outlined in FNG(LOCAL).

LIST OF ACTIVITIES\$

Middle School (Including, but not limited to)

Band	Cheerleaders
Competition Choir	Junior FFA
Creative Problem Solving	UIL Theater
Jr. High MS Athletic Department	Volleyball
Student Council	Theater Arts
UIL Academics	

High School (Including, but not limited to)

Band	Football	Student Council
Baseball	Girls Basketball	UIL Academics
Boys Basketball	Girls Cross Country	UIL Journalism
Boys Cross Country	Girls Golf	4-H
Boys Soccer	Girls Tennis	
Boys Tennis	Girls Track	
Boys Track	H.O.S.A.	
Chess Club	PALS	
Cheerleaders	Parking on District Property	
Competition Choir	Powerlifting	
FBLA	Skills USA	
FFA	Softball	
FCCLA	Starlettes	
Fishing Club	Lovely Ladies	
Key Club	Thespians	
NHS		

Marble Falls ISD
027904

STUDENT RIGHTS AND RESPONSIBILITIES
INTERROGATIONS AND SEARCHES

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(EXHIBIT)

The following exhibits are used by the District:

Exhibit A: Student Sanction for Positive Test – Extraordinary Circumstance Waiver

EXHIBIT A

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
EXTRAORDINARY CIRCUMSTANCE WAIVER

A sanction for positive test has occurred for a student. A sanction on the second and third offense requires parental education course to be completed prior to the student being allowed to participate in extracurricular activities. In extraordinary circumstances, a student could become eligible to participate without parental completion of counseling. The student must complete this form in its entirety and submit it by hand delivery, fax, or U.S. mail to the appropriate administrator. All waivers will be heard in by a committee comprised of the assistant superintendent for administration, the director of special programs, and the student's extracurricular sponsor.

Name _____

Address _____

Telephone number (_____) _____

Campus _____

Please describe the circumstances resulting in this waiver for participation in extracurricular activities without parental completion of education course work. (Give specific details.)

What was the date of the sanction resulting in this waiver request?

Please explain the nature of the violation that resulted in the sanction.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNF
(EXHIBIT)

Please describe the outcome you seek from this waiver.

Student's or parent's signature

Date of filing

Marble Falls ISD

Policy FNF (Local)

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Changes focus on:

- Alignment of policy to practice
- Adjustment of drugs eligible for testing
- Sanctions for Positive Testing
- Counseling



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Alignment of policy to practice

- High School ECPs (extracurricular participant) shall be tested a minimum of once per semester; Middle School ECPs may be tested once per semester.
- Primary testing method addressed
- Total number of tests count determined by the Drug Program Administrator
- Inclusion of alcohol within sanctions
- Flexibility for sponsors/coaches to work with students after a violation
- List of activities include but are not limited



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Adjustment of drugs eligible for testing

- Addition of the following substances for drug testing:
 - Barbituates
 - Synthetic Drugs



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Sanctions for Positive Testing:

- 1st offense change:
 - 5 hours of drug education/counseling to 12 hours
- 2nd offense change:
 - 10 hours of drug education/counseling to 12 hours
 - Parental education of 3 sessions (equivalent to 4 ½ hours)
- 3rd offense change:
 - 15 hours of drug education/counseling to 12 hours
 - Parental education of 6 sessions (equivalent to 9 hours)
 - Community Service hours – determined by committee



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Counseling:

- Documentation of counseling hours
- When suspension is completed, ECP can become eligible with 8 of 12 hours completed. ECP must finish final 4 hours within 2 weeks
- Partnership with Bluebonnet Trails Community Services is recommended; ECP can use any licensed professional counselor



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Questions?



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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		



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

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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		

17-18 Student Handbook Revisions

As of
6/19/2017

Page #	Subject	Revision Made By	Revision
12	Parent Acknowledgement	MFISD	Changed the acknowledgment wording to reflect online student registrations. Previous wording referred to parents signing a hard copy acknowledgement form which we no longer do.
14	Corporal Punishment	MFISD	Changed the wording to reflect the current process to consent or not consent during online registration. Previous wording referred to parents submitting their wishes in writing which we no longer do.
15	Release of Directory Information	MFISD	Changed the wording to reflect the current process to consent or not consent during online registration. Previous wording referred to parents submitting their wishes in writing which we no longer do.
34	Awards and Honors	MFISD	Reworded to encompass all campuses and entertain the possibility of adding recognitions. Previous wording was specific and did not leave room for additional awards or honors to be celebrated if desired.
36	Celebrations	MFISD	Added: When school-designated functions or birthdays are being celebrated, please refrain from bringing decorations, party favors or gifts.
42	Communications-Automated	TASB	New Entry- Was previously included within the Preface section of the handbook.
53	Dress Code	MFISD	Took out " Skeleton, skulls or skull and crossbones are prohibited in any form."

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64	Graduation Programs	TASB/MFISD	Removed the section for Minimum, Recommended & Advanced/Distinguished Achievement Graduation Programs because the class of 2017 were the last to graduate under those plans.
85	Report Cards-Secondary Campuses	MFISD	Updated to outline the paper distribution of report cards each 9 weeks and the electronic version of progress reports at the 3rd and 6th week mark. Previous version stated written copies of progress reports would be issued.
96	Summer School	MFISD	Added information regarding Summer School opportunities with MFISD. Previously was not included in the handbooks.
103	General Visitors	MFISD	Revised the rule of HS & MS students being allowed on elementary campuses. Previously read "High School and Middle School students are not permitted on the elementary campus during the school day and are not allowed to attend Elementary Field Trips/Parties etc."

MARBLE FALLS I.S.D.

2017 - 2018



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EXTRACURRICULAR HANDBOOK AND DRUG POLICY

*1800 Colt Circle
MARBLE FALLS, TEXAS 78654
PHONE: (830) 693-4357
FAX: (830) 693-5685*

PARENT INVOLVEMENT IN EXTRACURRICULAR ACTIVITIES

- Remember: The classroom comes first!
- Help conduct fair and equitable competition: adhere to the rules; uphold the law and respect authority.
- Remember that officials are human. Respect their decisions.
- Delegate authority to the school and support its decisions.
- Set standards by which you expect children to conduct themselves and live by those standards yourself.
- Be involved in areas in which your own child is not involved, thus contributing to school unity and spirit.
- Show respect to the opponents of your children.
- Praise. Don't criticize. Urge others to do the same.

MARBLE FALLS I.S.D. EXTRACURRICULAR CODE OF STUDENT CONDUCT

I. Extracurricular Activities

The term “extracurricular activities” means any membership or participation in groups, clubs, and organizations recognized and approved by the Board of Trustees and the school district and sponsored by the district or a campus. All University Interscholastic League (UIL) and non-UIL activities and student organizations, such as Student Council and National Honor Society are extracurricular. All extracurricular activity participants, including elected and appointed officers of all campus organizations, are subject to the provisions of this *Extracurricular Code of Conduct*.

II. Conduct Expectations

1. The conduct of the Extracurricular Participant (ECP) is closely observed, in many areas of life. No student is obligated to take part in Extracurricular Activities (ECA), nor is it required for graduation. It is stressed that this is a PRIVILEGE, and the coaches and administrators have the authority to revoke this privilege when requirements are not met by the student. It is recognized that some of the following rules are stricter than for the general student body. However, the ECP is expected to accept and to follow the established rules.
2. Our ECP's and sponsors must understand that others do not always act appropriately, but we must insist that our sponsors and participants act in a sportsmanlike manner.
3. All of our students must be on time and prepared for all phases of the activity in which they are involved. If they are not able to be on time or perform all of their responsibilities, they must communicate with their coach or sponsor as soon as possible.
4. In order to promote a positive educational and extracurricular environment for all students, all employees of MFISD are committed to upholding the "no hazing" policy as stated in the student code of conduct.
5. While a student is injured or ill but is still able to attend all activities they must report to the coach to determine what their responsibilities will be while they are not actively competing.
6. All students and sponsors should have and must show respect for each other.
7. Fighting and profanity are not suitable methods for resolving conflict.
8. Inappropriate touching, making out, sexual gestures or exposing parts of the body that are ordinarily covered up in public places are not acceptable actions in public for ECPs and will be addressed appropriately.
9. Any (possession/use) of tobacco and electronic cigarettes (e-cigarettes) are not acceptable actions for ECP's at any time and will be addressed appropriately by AD and/or Principal along with sponsor or coach.

Each individual sponsor/coach will have policies that deal with the discipline for these expectations. These policies with appropriate discipline methods will be explained before practice for the season begins. The appropriate administrator will be involved when these policies are applied.

III. Jurisdiction

Because participation in extracurricular activities is a privilege and not a right, Marble Falls ISD is authorized to set higher standards for participants of extracurricular activities than it would for those students who choose not to participate in these activities. Therefore, this *Extracurricular Code of Conduct* extends beyond the *Marble Falls ISD Student Code of Conduct* not only in types of behavior prohibited, but also in corresponding consequences and jurisdiction for imposing discipline. This *Extracurricular Code of Conduct* will be enforced with all students grades 7 - 12 participating in extracurricular activities:

- Regardless of whether school is in session.
- regardless of whether the offense occurs on or off school property or at a school-related event;
- regardless of whether the student is directly involved with the extracurricular activity at the time the prohibited conduct occurs;
- regardless of whether the extracurricular activity is in-season

It is possible that a student who violates the *Marble Falls ISD Student Code of Conduct* will incur consequences from both the appropriate school administrator and from his or her coach or sponsor for the same particular violation. It is also possible that a student participating in extracurricular activities could violate the *Extracurricular Code of Conduct* and be subject to discipline by a coach or sponsor without having violated the *Marble Falls ISD Student Code of Conduct*.

The MFISD Board of Trustees has authorized the creation and distribution of this Code in MFISD Board Policy FO (LOCAL), which states:

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property. No provision of an extracurricular behavioral standard shall have the effect of discriminating on the basis of sex, race, disability, religion, or ethnicity.

Organizational standards of behavior of an extracurricular activity are independent of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of organizational standards of behavior of an extracurricular activity or for violation of the Student Code of Conduct.

IV. District Prohibited Conduct

Marble Falls ISD students participating in extracurricular activities are prohibited from any violation(s) listed in the MFISD Student Code of Conduct.

V. Procedures

The coach, sponsor, administrator or DPA will determine whether an *Extracurricular Code of Conduct* violation has occurred.

Upon determination of an *Extracurricular Code of Conduct* violation, the following individuals will be notified:

- The student and the student's parent(s) or guardian(s)
- The Athletic Director, Sponsor, Grade-Level Principal, and/or DPA

Nothing in this *Extracurricular Code of Conduct* limits the authority of a coach or sponsor to impose reasonable sanctions, including extra workouts, for students who breach team or organization conduct expectations.

VI. Disciplinary Action

Coaches and sponsors will review all the facts and circumstances surrounding a particular violation and impose appropriate disciplinary action. Coaches and sponsors will strive for consistency in doling out punishment for *Extracurricular Code of Conduct* violations, but will also exercise sound professional discretion.

- Any ECP suspended or academically ineligible will be removed from all participation in all extracurricular activities. This includes travel, contest, being in the team area, and any other activities except for practices until their suspension is complete or they gain academic eligibility. (Note: A scrimmage is considered a practice. Participation in awards ceremonies and Parent night is permissible.)
- In School Suspension will be addressed appropriately by AD and/or Principal along with sponsor or coach
- Suspension/Removal from office in the case of a student office holder who commits an offense.
- Students in AEP will not be allowed to participate in extracurricular activities in any capacity or to attend extracurricular activities.
- Any student holding a Final Title 5 Felony conviction or an offense deemed severe enough by the appropriate administrator and superintendent shall be excluded permanently from holding any student office, practicing or participation in any extracurricular activity.

Coaches/sponsors will be required to hold a conference with the parent or guardian and the student to confirm the violation, discuss the consequence and notify about re-instatement

VII. Alcohol/Drug Violations

Any violation of substances eligible for testing in the MFISD Drug Testing Policy will follow the sanctions listed in the Drug Testing Policy.

An ECP who voluntarily admits a violation within the first 48 hours of the time at which the violation occurred, will receive a reduction in the length of the suspension. All other sanctions will remain in place. **It will be up to the ECP in violation to contact their sponsor, coach, or school administrator.**

1st violation with voluntary admission : suspension would be reduced from 20% of regularly scheduled events to 10 %

2nd violation with voluntary admission : suspension would be reduced from 50% of regularly scheduled events to 30%

3rd violation with voluntary admission : suspension would be reduced from one calendar year to 70% of regularly scheduled events

4th violation **receives no reduction** and will result in the sanctions listed under FOURTH OFFENSE in section VI of the drug testing policy

If the violation is alcohol/drug related, the parent conference will be held by the DPA.

Note: Percentage suspensions will be based on the number of scheduled events the ECP is involved in. Satisfactory completion of that activity is necessary for the suspension to be complete. Tournaments for team sports such as BKB/BSB/SFB/Soccer, will be counted as 3 events regardless of the actual number of games played. Golf, Tennis, and other activities, in which all events are tournaments, will be counted as one event. Any cancellations that are **not** rescheduled or replaced will be counted as events. Any percentage of **.4** or less will be rounded down. Any percentage of **.5** or more will be rounded up.

*** The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.**

VIII. Request for Conference

A student who is removed from the extracurricular program(s) because of failure to comply with the Extracurricular Code of Conduct may request a conference before the appropriate administrator. ***The request must be in writing.***

Conferences will be held as needed on an individual basis. The conference between the administrator, student and his/her parent or guardian is to provide the student the opportunity to present a request for reinstatement. The administrator will consider only one appeal from each student requesting reinstatement. Note: a conference to request reinstatement is not needed unless the student wishes to make the request before the normal date of reinstatement.

Students who desire to participate in tryouts or elections for extracurricular activities for the following year must request a conference at least two weeks prior to the official tryout or Election Day.

If a parent or guardian and student would choose to take further action, they should request a conference with the appropriate administrator. If unresolved, the District provides for the complaint to be presented to the Superintendent. If the complaint still remains unresolved it will be presented to the Board of Trustees.

X. Acknowledgement

In order to participate in any extracurricular activity, the student and parent or guardian must sign the acknowledgement form. The acknowledgement form states that the signing parties understand the consequences for engaging in prohibited conduct.

LETTERING POLICIES

Athletic Awards: A student may qualify for a major award only in a varsity sport and only if he/she completes the season. Coaches will determine who letters according to individual sport policy and subject to approval of the Athletic Director.

Theater Arts: A student will qualify if he/she participates in the District One Act Play.

Cheerleaders: A Cheerleader has to have been a High School Cheerleader for 2 years, one of which is on the Varsity Squad.

Band: A student must be a member in good standing. A student entering the high school band program for the first time must have completed two full years of band at Marble Falls High School in addition the other requirements listed in the Band Grading and Lettering Guidelines

ADDITIONAL POLICIES

TRAVEL

All extracurricular participants represent the community, school, sponsors and coaches. Therefore, it is expected that all will dress in an acceptable manner on trips and demonstrate appropriate conduct. All Varsity athletes/UIIL participants making the trip on the bus will return on the bus unless in an emergency situation or when parents are present and there is good reason for returning with parents. This must be cleared with the head coach/sponsor prior to the trip. Athletes/participants are never to return with anyone other than on the bus or their own parents.

Exception: An athlete/participant may receive permission to ride with someone else's parents with prior written consent granted by the Athletic Director or Principal.

QUITTING A SPORT

Anyone quitting a sport beyond the trial period, seven practice or contest days from when the participant first began, will not be allowed to participate in another sport until the season of the sport quit is completed. The Athletic Director or Principal may, at their discretion, make an exception to this rule when an event outside the control of the athlete or his/her family causes the athlete to drop out of a sport. A clear understanding is to be reached by the Principal, Athletic Director, head coach, parents and the athlete at the time the sport is dropped.

MULTIPLE SPORTS/ EXTRACURRICULAR ACTIVITIES

Athletes are encouraged to participate in more than one sport/activity. Eligibility to participate in a particular sport/activity will not be based upon participation in a second sport/activity unless the athlete quits a previous sport. Athletes may choose to participate in other extracurricular activities as long as they are aware of the inherent conflicts that can occur. In case of a conflict, a district competition/event should take precedent over nondistrict competitions/events. Arrangements

will be made by the coaches/sponsors to allow the students in multiple events to travel back and forth. In the event the conflict occurs at the same time and arrangements cannot be made to participate in both the district event should take precedent.

DISCIPLINE

Several different means of discipline will be used depending on each situation. Whatever type of discipline is required, the purpose is to help athletes and participants improve themselves and to become better people. Failure to accept this, on the part of the ECP, may result in dismissal from the ECA.

ELIGIBILITY POLICIES

All extracurricular participants must maintain a passing grade (70) in all classes to be eligible to participate in extracurricular activities. Please check the enclosed Eligibility Dates. The UIL does not consider advanced courses (Pre-Cal & AP) for eligibility purposes. However, Marble Falls ISD does. Students may be granted a one-time waiver of eligibility if they are failing one advanced course during the year. The waiver request form may be picked up in the front office.

ELIGIBILITY TUTORIAL POLICIES

Any extracurricular participant receiving a grade lower than the equivalent of 70 in any academic class will continue at least a three week suspension from events/contests until the ECP is passing all classes and has attended a minimum of 5 mandatory tutorial hours for each class that minimum passing standards have not been met.

ALL-DISTRICT ACADEMIC

The All District Academic Policy will be set by the High School Principal, Athletic Director, Band and Academic UIL Directors and the District Executive Committee of the UIL District Marble Falls ISD is assigned.

ATTENDANCE

Students must attend school all day to be eligible to participate in ECA with the following exceptions:

1. Attending a school or UIL event
2. Receiving a waiver from the Superintendent or designee for a medical appointment, family emergency, extenuating circumstances or funeral.

NOTE:

These rules apply to all sports and UIL events but head coaches and sponsors may have additional rules that their athletes and participants must follow

EXTRACURRICULAR INSURANCE

The following facts should be fully understood by, the parents and or guardians of all Marble Falls I. S. D. ECP's, who are involved in U.I.L. activities in grades 7 through 12.

1. The Marble Falls I. S. D. provides for athletic and extracurricular insurance for students in grades 7 thru 12. This coverage is for U.I.L. sponsored activities, including all U.I.L. athletic events. Your child will be covered while participating in, practicing for, and traveling to and from such an activity.
2. The insurance provided by the school is for activities that are sanctioned by U.I.L. rules and regulations. Any competition in which the student participates that is not under U.I.L. sanction will NOT be covered by the insurance.
3. Marble Falls I. S. D. assumes no responsibility as a result of injuries that occur during an athletic or U.I.L. event: however, this insurance is provided at school expense. This is **SECONDARY INSURANCE** to whatever health insurance the parent(s) or guardian(s) have for their children, and all claims **must** be filed with the primary health insurance company **first** and with the school insurance company **second**. You will need to indicate on the school insurance claim form the name and address of your regular insurance carrier.
4. Decisions about coverage are up to the insurance company. All questions about coverage and the procedures for accessing the insurance must be made to the insurance company. District employees cannot interpret the policy or provide any assistance other than limited assistance in completing claim forms.

5. If the student has no other insurance coverage, the school insurance will become the primary carrier and will pay accordingly. The parent or guardian should indicate on the claim form if they have no other health insurance.
6. **All policies have limitations.** The school insurance will pay up to the amounts that are listed in the coverage documents, subject to policy exclusions and other limitations. ***Parents will be responsible for any amount remaining after both the primary health insurance and limitations have been reached. Parents should verify that the doctor/hospital is in the network.***
7. The Marble Falls I. S. D. and its employees are NOT responsible for any costs for treatment to your child by any doctor.
8. In case of an injury, **it is the responsibility of the parent to file a claim form.** These forms are available in the principal's office, from the trainer or coach, or the Administration Office. The coaches, trainer, sponsors or administrative personnel will be happy to help complete the form; however, no Marble Falls I.S. D. employee is responsible for filing your claim.
9. As with any policy, there are policy exclusions and rules for filing claims. Please review the Policy Limitations that are listed in the brochure; you are responsible for taking all steps necessary to access the extracurricular activity insurance. Most policies have a time limitation for filing a claim.
10. Since the insurance is for U.I.L. sponsored events only, you may wish to purchase the additional insurance that is available to your child. This should be purchased at the beginning of the school year and is the same basic coverage. The AT School Coverage provides coverage for injuries that occur at school or during school-sponsored activities during the regular school year. The 24-Hour coverage provides coverage 24 hours a day until the first day of the following school year.

Marble Falls ISD Eligibility Calendar 2017 - 2018

GRADING PERIOD	GRADING PERIOD ENDS	ELIGIBILITY STAGE	DATE EFFECTIVE
Progress Report	Sept. 15	Nothing	N/A
1 st Six Weeks Check	Oct. 6	Gain/Lose	Oct. 13
1 st Nine Weeks	Oct. 20	Gain/Lose	Oct. 27
Progress Report	Nov. 10	Gain Only	Nov. 17
Progress Report	Dec. 8	Gain Only	Dec. 15
2 nd Nine Weeks*	Dec. 21	Gain/Lose	Jan. 16
Progress Report	Jan. 26	Gain Only	Feb. 2
Progress Report	Feb. 16	Gain Only	Feb. 23
3 rd Nine Weeks	Mar. 9	Gain /Lose	Mar. 23
Progress Report	Apr. 6	Gain Only	Apr. 13
Progress Report	Apr. 27	Gain Only	May 4
4 th Nine Weeks	June 1	Credit-Based	Fall 2018

**This eligibility check is based on the nine weeks average, NOT the semester grade.*

GAIN/LOSE – Students will gain eligibility if they are passing **ALL** classes or lose eligibility if they fail **ANY** class (excluding those identified as honors or advanced classes**).

GAIN ONLY - Ineligible students have the opportunity to regain eligibility if they are passing **ALL** classes - not just the ones they were failing (excluding those identified as honors or advanced classes**).

GRACE PERIOD (DATE EFFECTIVE) - Students regain or lose eligibility at the end of the school day, 7 days after the eligibility check.

***Honors/Advanced Class Waiver: Students may be granted a one-time waiver for one six weeks period of eligibility if they fail an advanced course with a grade of 60-70 percent. Students shall be eligible for one waiver per year.*

*** All students are academically eligible during a school holiday period consisting of at least seven consecutive calendar days.*

Regarding eligibility, all incompletes must be corrected **before the student with the incomplete will be eligible.

Eligibility

Eligibility for participation in many extracurricular activities is governed by state law as well as rules of the University Interscholastic League (UIL)—a statewide association overseeing interdistrict competition. The following requirements apply to all extracurricular activities:

- A student shall be suspended from participation in any extracurricular activity sponsored or sanctioned by the District or the UIL after a grade evaluation period in which the student received a grade lower than the equivalent of 70 on a scale of 100 in any academic class other than an identified honors or advanced class.** A suspension continues for at least three school weeks and is not removed during the school year until the student is passing all classes.
- A student with disabilities who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.
- An ineligible student may practice or rehearse.
- In order for an ineligible student to become eligible the student must be passing all classes with a grade of 70 or higher after the next grade evaluation period and attend documented completion of a minimum of 5 hours of tutorials approved by the coach/sponsor.
- A student is allowed in a school year up to ten absences not related to post-district competition, a maximum of five absences for post-district competition prior to state, and a maximum of two absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the Board, are subject to these restrictions.
- A student who misses a class because of participation in an activity that has not been approved will receive an unexcused absence.

Please note: Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior—including consequences for misbehavior—that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by local policy will apply in addition to any consequences specified by the organization. [For further information, see policies FM and FO.]

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT DRUG TESTING POLICY

INTERROGATIONS

BY SCHOOL OFFICIALS

Administrators, teachers, and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

BY POLICE OR OTHER AUTHORITIES

For provisions pertaining to student questioning by law enforcement officials or other lawful authorities, see GRA(LOCAL).

LOCKERS AND VEHICLES

Students have full responsibility for the security of their lockers and for vehicles parked on school property. It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations are not given to others. Students shall not place, keep, or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property.

School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by District policy. Students shall be responsible for any prohibited items found in their lockers or in vehicles parked on school property.

If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.

USE OF TRAINED DOGS

The District shall use specially trained nonaggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances defined in FNCF(LEGAL), and alcohol. This program is implemented in response to drug and alcohol related problems in District schools, with the objective of maintaining a safe school environment conducive to education.

Such visits to schools shall be unannounced. The dogs shall be used to sniff vacant classrooms, vacant common areas, the areas around student lockers, and the areas around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials. Searches of vehicles shall be conducted as described above.

NOTICE

At the beginning of the school year, the District shall inform students of the District's policy on searches, as outlined above, and shall specifically notify students that:

1. Lockers may be sniffed by trained dogs at any time.
2. Vehicles parked on school property may be sniffed by trained dogs at any time.
3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.
4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.

PARENT NOTIFICATION

The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, in a student's vehicle parked on school property, or on the student's person, as a result of a search conducted in accordance with this policy.

DRUG-TESTING PROGRAM OBJECTIVES

The objectives of the District's drug-testing program are as follows:

1. To provide a deterrent to drug use for any District student (hereinafter referred to as extracurricular participant or "ECP") who participates in extracurricular activities (hereinafter referred to as "ECA") in grades 7–12.
2. To provide a drug education program for those ECPs who test positive for drug use and for those ECPs who are at risk for drug use.
3. To ensure the health and safety of ECPs.

PLAN

Guidelines for the District's drug-testing program are as follows:

1. All ECPs from grades 7–12 (male and female) involved in District ECAs shall be subject to this testing program.
2. All H.S. ECPs shall be initially tested a minimum of one time per semester (fall and spring) each school year and randomly tested throughout the school year. M.S. ECP's will be tested randomly.
3. ECPs selected for random testing shall be chosen from a pool of all ECPs [see item 2 at TESTING PROCEDURES AND PROTOCOLS, below].
4. The method of screening shall be by an independent laboratory immunological screening procedure. All drugs detected by the screen shall be confirmed by gas chromatography/mass spectroscopy (hereinafter referred to as GC/MS) before being reported as being detected. An ECP's admission of guilt shall constitute a positive screening. Failure to produce a sample in the allotted time period shall be considered a positive screening.
5. Certified lab personnel and professional staff shall administer testing.

6. Each ECP who is selected shall be required to provide a urine, hair, or oral sample to the designee during the time constraints described at TESTING PROCEDURES AND PROTOCOLS, below.

DRUGS ELIGIBLE FOR TESTING

The following are substances which are eligible to be tested for:

- Alcohol
- Amphetamines
- Barbituates
- Benzodiazepine
- Cocaine
- Ecstasy
- Methaqualone
- Opiates: Codeine, heroin, morphine, papaverine phencyclidine
- Tetrahydrocannabinoids (THC): marijuana
- Steroids
- Synthetic Drugs

TESTING PROCEDURES AND PROTOCOLS

Testing procedures and protocols are as follows:

1. **Mandatory Testing:** Every male and female ECP, grades 9 –12, shall be tested a minimum of twice a year. MS students are subject to random testing. The student shall be required to submit a sample immediately upon request. All specimens shall be collected adhering to a strict chain of custody.
2. **Random Testing:** Every male and female ECP, grades 7 –12, shall be eligible to be tested during the entire school year. The final number of random tests shall be determined by the drug program administrator (hereafter referred to as DPA) and the District vendor. ECPs shall be required to submit a sample immediately upon request. All specimens shall be collected, adhering to a strict chain of custody.
3. All positive screenings shall be confirmed by either the ECP's admission or an additional test from the same sample that will include GC/MS testing by the District vendor. A positive test result shall not constitute an offense if the ECP's parent/guardian provides the DPA with a valid legal prescription for the drug identified as positive by the test.
4. The District vendor shall take the specimens to an independent lab for processing. The District vendor shall send the results to the DPA. The ECP's identification number shall identify all specimens.
5. Noncompliance by any ECP with the above testing procedures shall be considered a violation of this policy and grounds for removal from ECAs within the District.
6. Each ECP in an ECA for grades 7–12 shall give consent to the extracurricular drug testing program. The consent should be agreed to on the school registration form each year; however, a hard copy form may be signed and kept on file. If the ECP or parent/guardian refuses to consent, the ECP shall

be denied participation in extracurricular activities until said consent form is signed and, at the parent's/guardian's expense, undergoes drug testing with a negative result.

7. Any ECP refusing to be tested shall be subject to sanctions as if the ECP had tested positive. Failure to provide a specimen within two hours shall constitute a refusal to test. Read mission to an ECA shall be contingent upon agreement to participate in the drug-testing program and a negative test result.
8. Any ECP caught cheating or tampering with a specimen taken by the DPA, testing monitors, or the vendor shall be subject to sanctions as if the ECP had tested positive.
9. The administering and/or interpretation of the policy and testing procedures shall be left to the discretion of the District administrator of drug testing.

RETESTING PROCESS

An adult student or a parent, at his or her expense, may request a retest of the same sample by another certified laboratory. The sample must be transferred following a strict, documented, chain of custody. A certified copy of the result must be mailed by that laboratory to the DPA. If the second result differs from the first, the second shall be the determining result. The ECP may not participate while the appeal is pending.

CONFIDENTIALITY

The collection and coding of specimen samples shall be executed in a manner ensuring total confidentiality and property identification.

Only the ECP, the parent/guardian, the extracurricular sponsor, the athletic director, the campus principal, and the DPA shall know the test results.

All test results shall be destroyed when the ECP no longer has extracurricular eligibility.

SANCTIONS FOR POSITIVE TESTING

Sanctions for testing positive shall be as follows:

1. All offenses shall be cumulative throughout the ECP's eligibility (grades 7 through 12).
2. The following disciplinary measures shall be taken for any ECP testing positive for a drug test, and/or any ECP having written documentation reported by law enforcement officers as having been involved with alcohol or drug activity, such as selling, buying, using, or possessing drug paraphernalia.
3. Suspension shall take place immediately from the activity in which the ECP is involved. If the student is not actively involved in an extracurricular activity at that time, the suspension shall begin with the next event in which the ECP is involved.
4. The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the

time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.

FIRST OFFENSE

Sanctions for the first offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 20 percent of all scheduled events with a minimum of one activity for those with four or fewer events in the season but shall not include suspension from playoff practice games, scrimmages, practices, or program participation.
3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education/counseling delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
4. The ECP shall be tested during each of the next four testing sessions, which may carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

SECOND OFFENSE

Sanctions for the second offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 50 percent of scheduled events with a minimum of one activity for those ECAs with two events or less and until the student has a negative drug test with the District vendor.
3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education counseling from an LPC, or other acceptable professional at the discretion of the DPA, at the ECP's or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
4. The parent of the ECP shall complete 3 sessions (equivalent of 4.5 hours) of parental education course work, at the ECP's parent's/guardian's expense.
5. The ECP shall be tested during each of the next six testing sessions, which may and can carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

THIRD OFFENSE

Sanctions for the third offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. Any ECP, grades 7-12 shall be suspended from extracurricular programs, contests, and events, for one calendar year. This may include removal from

- certain extracurricular classes as well.
3. An ECP may be reinstated to an ECA after one calendar year at the completion of a minimum of 12 documented hours of drug counseling and a negative drug test.
 4. The parent/guardian shall be responsible for all counseling upon the third offense.
 5. The parent/guardian of the ECP shall complete 6 sessions (equivalent of 9 hours) of parental education course work, at the ECP's parent's/guardian's expense.
 6. An ECP's suspension from ECAs under the third offense shall begin the day the DPA confirms the third test as positive.

FOURTH OFFENSE

Sanctions for the fourth offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. A fourth positive test shall result in removal of the ECP, whether in high school or middle school, from participation in ECAs for the remainder of his or her middle school and high school eligibility.

A parent or guardian, at his or her own expense, may request another test of the same sample by another certified laboratory.

The District shall not be responsible for any cost incurred by the parent/guardian or ECP for drug education, counseling, or residential treatment.

STUDENT DRIVERS

Students who drive to and from school and who park on District property shall be subject to the same drug testing requirements as ECPs.

In addition to any other sanctions that may be imposed based on a student driver's participation in an ECA, a student who has a positive test result shall be subject to the following restrictions related to parking on school property:

1. For the first positive test, ten school day suspension from parking;
2. For the second positive test, 30 school day suspension from parking;
3. For the third positive test, one school year suspension from parking; and
4. For the fourth positive test, parking privileges removed for the remainder of enrollment in the District.

Parking privileges shall be reinstated at the end of a suspension period based on a negative test result.

The ECP shall have documented completion the prescribed minimum amount of hours of

drug education/counseling, based on the number of the offense. This must be delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense.

Counseling for an offense should be completed before resuming the ECA's activity. However; If the DPA feels that the ECP is enrolled and progressing at an acceptable pace, the student may be allowed to return to their activity while completing counseling. If at any point, the ECP is not progressing at an acceptable pace, activities may be suspended again.

MFISD has entered a partnership with Bluebonnet Trails Community Services and the substance abuse program they offer is recommended; however, the ECP may use any LPC they choose.

DEFINITIONS OF TERMS

The following definitions are for the purpose of the drug-testing program in this policy:

1. Extracurricular Activity (ECA): Any membership or participation in any of the clubs, organizations, or activities on the attached list.
2. Extracurricular Participant (ECP): Any participating student in grades 7–12.
3. ECA: Extracurricular activities in grades 7–12.
4. DPA: Drug program administrator.
5. GC/MS: Gas Chromatography/Mass Spectroscopy; a scientific process to identify specific chemical compounds. A molecular fingerprint is obtained that identifies a chemical compound with 100 percent accuracy.

APPEAL PROCESS

An appeal of a positive drug test finding must follow the prescribed process outlined in FNG(LOCAL).

LIST OF ACTIVITIES

Middle School (Including, but not limited to)

Band
Cheerleaders
Competition Choir
Junior FFA
Creative Problem Solving
UIL
Theater
Jr. High Athletic Department
Volleyball
Student Council
Theater Arts
UIL Academics

High School (Including, but not limited to)

Band
Football

Student Council
Baseball
Girls Basketball
UIL Academics
Boys Basketball
Girls Cross Country
UIL Journalism
Boys Cross Country
Girls Golf
4-H
Boys Soccer
Girls Tennis
Boys Tennis
Girls Track
Boys Track.
NHS
Chess Club
PALS
HOSA
Cheerleaders
Parking on District Property
Competition Choir
Powerlifting
FBLA
Skills USA
FFA
Softball
FCCLA
Starlettes
Fishing Club
Lovely Ladies
Key Club
Thespians

A copy of the Drug Testing Policy is available in Spanish upon request in the Central Office.

Una copia de la Política de la Prueba para las drogas esta disponible en español en las oficinas administrativas si se requiere.

**MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
PARENT AND STUDENT EXTRACURRICULAR HANDBOOK AND DRUG
POLICY
ACKNOWLEDGMENT FORM**

Please read, sign, date, and return this form. Students will not be allowed to participate in Extracurricular Activities until this form is completed, signed and returned.

We have received and read a copy of the MFISD's Extracurricular Handbook and Drug Testing Policy. We understand that this policy is part of the District's rules and that it applies to all high school and middle school students participating in Extracurricular Activities. We understand and consent to all the requirements of this code and understand the consequences that my child will face if he or she fails to adhere to these rules and agree to such terms.

Print Student's Name

Student Signature

Date

Grade

Parent Signature

Date

Please list all extracurricular activities in which your student is currently participating: _____

MARBLE FALLS I.S.D.

2016-2017 - 2017-2018



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

EXTRACURRICULAR HANDBOOK AND DRUG POLICY

*1800 Colt Circle
MARBLE FALLS, TEXAS 78654
PHONE: (830) 693-4357
FAX: (830) 693-5685*

PARENT INVOLVEMENT IN EXTRACURRICULAR ACTIVITIES

- Remember: The classroom comes first!
- Help conduct fair and equitable competition: adhere to the rules; uphold the law and respect authority.
- Remember that officials are human. Respect their decisions.
- Delegate authority to the school and support its decisions.
- Set standards by which you expect children to conduct themselves and live by those standards yourself.
- Be involved in areas in which your own child is not involved, thus contributing to school unity and spirit.
- Show respect to the opponents of your children.
- Praise. Don't criticize. Urge others to do the same.

MARBLE FALLS I.S.D. EXTRACURRICULAR CODE OF STUDENT CONDUCT

I. Extracurricular Activities

The term "extracurricular activities" means any membership or participation in groups, clubs, and organizations recognized and approved by the Board of Trustees and the school district and sponsored by the district or a campus. All University Interscholastic League (UIL) and non-UIL activities and student organizations, such as Student Council and National Honor Society are extracurricular. All extracurricular activity participants, including elected and appointed officers of all campus organizations, are subject to the provisions of this *Extracurricular Code of Conduct*.

II. Conduct Expectations

1. The conduct of the Extracurricular Participant (ECP) is closely observed, in many areas of life. No student is obligated to take part in Extracurricular Activities (ECA), nor is it required for graduation. It is stressed that this is a PRIVILEGE, and the coaches and administrators have the authority to revoke this privilege when requirements are not met by the student. It is recognized that some of the following rules are stricter than for the general student body. However, the ECP is expected to accept and to follow the established rules.
2. Our ECP's and sponsors must understand that others do not always act appropriately, but we must insist that our sponsors and participants act in a sportsmanlike manner.
3. All of our students must be on time and prepared for all phases of the activity in which they are involved. If they are not able to be on time or perform all of their responsibilities, they must communicate with their coach or sponsor as soon as possible.
4. In order to promote a positive educational and extracurricular environment for all students, all employees of MFISD are committed to upholding the "no hazing" policy as stated in the student code of conduct.
5. While a student is injured or ill but is still able to attend all activities they must report to the coach to determine what their responsibilities will be while they are not actively competing.
6. All students and sponsors should have and must show respect for each other.
7. Fighting and profanity are not suitable methods for resolving conflict.
8. Inappropriate touching, making out, sexual gestures or exposing parts of the body that are ordinarily covered up in public places are not acceptable actions in public for ECPs and will be addressed appropriately.
9. Any (possession/use) of tobacco and electronic cigarettes (e-cigarettes) are not acceptable actions for ECP's at any time and will be addressed appropriately by AD and/or Principal along with sponsor or coach.

Each individual sponsor/coach will have policies that deal with the discipline for these expectations. These policies with appropriate discipline methods will be explained before practice for the season begins. The appropriate administrator will be involved when these policies are applied.

III. Jurisdiction

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Because participation in extracurricular activities is a privilege and not a right, Marble Falls ISD is authorized to set higher standards for participants of extracurricular activities than it would for those students who choose not to participate in these activities. Therefore, this *Extracurricular Code of Conduct* extends beyond the *Marble Falls ISD Student Code of Conduct* not only in types of behavior prohibited, but also in corresponding consequences and jurisdiction for imposing discipline. This *Extracurricular Code of Conduct* will be enforced with all students grades 7 - 12 participating in extracurricular activities:

- Regardless of whether school is in session.
- regardless of whether the offense occurs on or off school property or at a school-related event;
- regardless of whether the student is directly involved with the extracurricular activity at the time the prohibited conduct occurs;
- regardless of whether the extracurricular activity is in-season

It is possible that a student who violates the *Marble Falls ISD Student Code of Conduct* will incur consequences from both the appropriate school administrator and from his or her coach or sponsor for the same particular violation. It is also possible that a student participating in extracurricular activities could violate the *Extracurricular Code of Conduct* and be subject to discipline by a coach or sponsor without having violated the *Marble Falls ISD Student Code of Conduct*.

The MFISD Board of Trustees has authorized the creation and distribution of this Code in MFISD Board Policy FO (LOCAL), which states:

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property. No provision of an extracurricular behavioral standard shall have the effect of discriminating on the basis of sex, race, disability, religion, or ethnicity.

Organizational standards of behavior of an extracurricular activity are independent of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of organizational standards of behavior of an extracurricular activity or for violation of the Student Code of Conduct.

IV. District Prohibited Conduct

Marble Falls ISD students participating in extracurricular activities are prohibited from any violation(s) listed in the MFISD Student Code of Conduct.

V. Procedures

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The coach, sponsor, administrator or DPA will determine whether an *Extracurricular Code of Conduct* violation has occurred.

Upon determination of an *Extracurricular Code of Conduct* violation, the following individuals will be notified:

- The student and the student's parent(s) or guardian(s)
- The Athletic Director, Sponsor, Grade-Level Principal, and/or DPA

Nothing in this *Extracurricular Code of Conduct* limits the authority of a coach or sponsor to impose reasonable sanctions, including extra workouts, for students who breach team or organization conduct expectations.

VI. Disciplinary Action

Coaches and sponsors will review all the facts and circumstances surrounding a particular violation and impose appropriate disciplinary action. Coaches and sponsors will strive for consistency in doling out punishment for *Extracurricular Code of Conduct* violations, but will also exercise sound professional discretion.

- Any ECP suspended or academically ineligible will be removed from all participation in all extracurricular activities. This includes travel, contest, being in the team area, and any other activities except for practices until their suspension is complete or they gain academic eligibility. (Note: A scrimmage is considered a practice. Participation in awards ceremonies and Parent night is permissible.)
- In School Suspension will be addressed appropriately by AD and/or Principal along with sponsor or coach
- Suspension/Removal from office in the case of a student office holder who commits an offense.
- Students in AEP will not be allowed to participate in extracurricular activities in any capacity or to attend extracurricular activities.
- Any student holding a Final Title 5 Felony conviction or an offense deemed severe enough by the appropriate administrator and superintendent shall be excluded permanently from holding any student office, practicing or participation in any extracurricular activity.

Coaches/sponsors will be required to hold a conference with the parent or guardian and the student to confirm the violation, discuss the consequence and notify about re-instatement

VII. Alcohol/Drug Violations

Any violation of substances eligible for testing in Section III of the MFISD Drug Testing Policy will follow the sanctions listed in [Section VI](#) of the Drug Testing Policy.

An ECP who voluntarily admits a violation within the first 48 hours of the time at which the violation occurred, will receive a reduction in the length of the suspension. All other sanctions will remain in place. It will be up to the ECP in violation to contact their sponsor, coach, or school administrator.

1st violation with voluntary admission-: suspension would be reduced from 20% of regularly scheduled events to 10 %

2nd violation with voluntary admission-: suspension would be reduced from 50% of regularly scheduled events to 30%

3rd violation with voluntary admission-: suspension would be reduced from one calendar year to 70% of regularly scheduled events

4th violation **receives no reduction** and will result in the sanctions listed under FOURTH OFFENSE in section VI of the drug testing policy

If the violation is alcohol/drug related, the parent conference will be held by the DPA.

Note: Percentage suspensions will be based on the number of scheduled events the ECP is involved in. Satisfactory completion of that activity is necessary for the suspension to be complete. Tournaments for team sports such as BKB/BSB/SFB/Soccer, will be counted as 3 events regardless of the actual number of games played. Golf, Tennis, and other activities, in which all events are tournaments, will be counted as one event. Any cancellations that are **not** rescheduled or replaced will be counted as events. Any percentage of .4 or less will be rounded down. Any percentage of .5 or more will be rounded up.

*** The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.**

VIII. Request for Conference

A student who is removed from the extracurricular program(s) because of failure to comply with the Extracurricular Code of Conduct may request a conference before the appropriate administrator. ***The request must be in writing.***

Conferences will be held as needed on an individual basis. The conference between the administrator, student and his/her parent or guardian is to provide the student the opportunity to present a request for reinstatement. The administrator will consider only one appeal from each student requesting reinstatement. Note: a conference to request reinstatement is not needed unless the student wishes to make the request before the normal date of reinstatement.

Students who desire to participate in tryouts or elections for extracurricular activities for the following year must request a conference at least two weeks prior to the official tryout or Election Day.

If a parent or guardian and student would choose to take further action, they should request a conference with the appropriate administrator. If unresolved, the District provides for the complaint to be presented to the Superintendent. If the complaint still remains unresolved it will be presented to the Board of Trustees.

X. Acknowledgement

In order to participate in any extracurricular activity, the student and parent or guardian must sign the acknowledgement form. The acknowledgement form states that the signing parties understand the consequences for engaging in prohibited conduct.

LETTERING POLICIES

Athletic Awards: A student may qualify for a major award only in a varsity sport and only if he/she completes the season. Coaches will determine who letters according to individual sport policy and subject to approval of the Athletic Director.

Theater Arts: A student will qualify if he/she participates in the District One Act Play.

Cheerleaders: A Cheerleader has to have been a High School Cheerleader for 2 years, one of which is on the Varsity Squad.

Band: A student must be a member in good standing. A student entering the high school band program for the first time must have completed two full years of band at Marble Falls High School in addition the other requirements listed in the Band Grading and Lettering Guidelines

ADDITIONAL POLICIES

TRAVEL

All extracurricular participants represent the community, school, sponsors and coaches. Therefore, it is expected that all will dress in an acceptable manner on trips and demonstrate appropriate conduct. All Varsity athletes/UII participants making the trip on the bus will return on the bus unless in an emergency situation or when parents are present and there is good reason for returning with parents. This must be cleared with the head coach/sponsor prior to the trip. Athletes/participants are never to return with anyone other than on the bus or their own parents.

Exception: An athlete/participant may receive permission to ride with someone else's parents with prior written consent granted by the Athletic Director or Principal.

QUITTING A SPORT

Anyone quitting a sport beyond the trial period, seven practice or contest days from when the participant first began, will not be allowed to participate in another sport until the season of the sport quit is completed. The Athletic Director or Principal may, at their discretion, make an exception to this rule when an event outside the control of the athlete or his/her family causes the athlete to drop out of a sport. A clear understanding is to be reached by the Principal, Athletic Director, head coach, parents and the athlete at the time the sport is dropped.

MULTIPLE SPORTS/ EXTRACURRICULAR ACTIVITIES

Athletes are encouraged to participate in more than one sport/activity. Eligibility to participate in a particular sport/activity will not be based upon participation in a second sport/activity unless the athlete quits a previous sport. Athletes may choose to participate in other extracurricular activities as long as they are aware of the inherent conflicts that can occur. In case of a conflict, a district competition/event should take precedent over nondistrict competitions/events. Arrangements

will be made by the coaches/sponsors to allow the students in multiple events to travel back and forth. In the event the conflict occurs at the same time and arrangements cannot be made to participate in both the district event should take precedent.

DISCIPLINE

Several different means of discipline will be used depending on each situation. Whatever type of discipline is required, the purpose is to help athletes and participants improve themselves and to become better people. Failure to accept this, on the part of the ECP, may result in dismissal from the ECA.

ELIGIBILITY POLICIES

All extracurricular participants must maintain a passing grade (70) in all classes to be eligible to participate in extracurricular activities. Please check the enclosed Eligibility Dates. The UIL does not consider advanced courses (Pre-Cal & AP) for eligibility purposes. However, Marble Falls ISD does. Students may be granted a one-time waiver of eligibility if they are failing one advanced course during the year. The waiver request form may be picked up in the front office.

ELIGIBILITY TUTORIAL POLICIES

Any extracurricular participant receiving a grade lower than the equivalent of 70 in any academic class will continue at least a three week suspension from events/contests until the ECP is passing all classes and has attended a minimum of 5 mandatory tutorial hours for each class that minimum passing standards have not been met.

ALL-DISTRICT ACADEMIC

The All District Academic Policy will be set by the High School Principal, Athletic Director, Band and Academic UIL Directors and the District Executive Committee of the UIL District Marble Falls ISD is assigned.

ATTENDANCE

Students must attend school all day to be eligible to participate in ECA with the following exceptions:

1. Attending a school or UIL event
2. Receiving a waiver from the Superintendent or designee for a medical appointment, family emergency, extenuating circumstances or funeral.

NOTE:

These rules apply to all sports and UIL events but head coaches and sponsors may have additional rules that their athletes and participants must follow

EXTRACURRICULAR INSURANCE

The following facts should be fully understood by, the parents and or guardians of all Marble Falls I. S. D. ECP's, who are involved in U.I.L. activities in grades 7 through 12.

1. The Marble Falls I. S. D. provides for athletic and extracurricular insurance for students in grades 7 thru 12. This coverage is for U.I.L. sponsored activities, including all U.I.L. athletic events. Your child will be covered while participating in, practicing for, and traveling to and from such an activity.
2. The insurance provided by the school is for activities that are sanctioned by U.I.L. rules and regulations. Any competition in which the student participates that is not under U.I.L. sanction will NOT be covered by the insurance.
3. Marble Falls I. S. D. assumes no responsibility as a result of injuries that occur during an athletic or U.I.L. event: however, this insurance is provided at school expense. This is **SECONDARY INSURANCE** to whatever health insurance the parent(s) or guardian(s) have for their children, and all claims **must** be filed with the primary health insurance company **first** and with the school insurance company **second**. You will need to indicate on the school insurance claim form the name and address of your regular insurance carrier.
4. Decisions about coverage are up to the insurance company. All questions about coverage and the procedures for accessing the insurance must be made to the insurance company. District employees cannot interpret the policy or provide any assistance other than limited assistance in completing claim forms.

5. If the student has no other insurance coverage, the school insurance will become the primary carrier and will pay accordingly. The parent or guardian should indicate on the claim form if they have no other health insurance.
6. **All policies have limitations.** The school insurance will pay up to the amounts that are listed in the coverage documents, subject to policy exclusions and other limitations. ***Parents will be responsible for any amount remaining after both the primary health insurance and limitations have been reached. Parents should verify that the doctor/hospital is in the network.***
7. The Marble Falls I. S. D. and its employees are NOT responsible for any costs for treatment to your child by any doctor.
8. In case of an injury, **it is the responsibility of the parent to file a claim form.** These forms are available in the principal's office, from the trainer or coach, or the Administration Office. The coaches, trainer, sponsors or administrative personnel will be happy to help complete the form; however, no Marble Falls I.S. D. employee is responsible for filing your claim.
9. As with any policy, there are policy exclusions and rules for filing claims. Please review the Policy Limitations that are listed in the brochure; you are responsible for taking all steps necessary to access the extracurricular activity insurance. Most policies have a time limitation for filing a claim.
10. Since the insurance is for U.I.L. sponsored events only, you may wish to purchase the additional insurance that is available to your child. This should be purchased at the beginning of the school year and is the same basic coverage. The AT School Coverage provides coverage for injuries that occur at school or during school-sponsored activities during the regular school year. The 24-Hour coverage provides coverage 24 hours a day until the first day of the following school year.

Marble Falls ISD Eligibility Calendar 2016-2017 - 2017-2018

GRADING PERIOD	GRADING PERIOD ENDS	ELIGIBILITY STAGE	DATE EFFECTIVE
Progress Report	Sept. 15 Sept. 9	Nothing	N/A
1 st Six Weeks Check	Oct. 6 Sept. 30	Gain/Lose	Oct. 13 Oct. 7
1 st Nine Weeks	Oct. 20 Oct. 14	Gain/Lose	Oct. 27 Oct. 21
Progress Report	Nov. 10 Nov. 4	Gain Only	Nov. 17 Nov. 11
Progress Report	Dec. 8 Dec. 2	Gain Only	Dec. 15 Dec. 9
2 nd Nine Weeks*	Dec. 21 Dec. 16	Gain/Lose	Jan. 16 Jan. 10
Progress Report	Jan. 26 Jan. 23	Gain Only	Feb. 2 Jan. 30
Progress Report	Feb. 16 Feb. 10	Gain Only	Feb. 23 Feb. 17
3 rd Nine Weeks	Mar. 9 Mar. 10	Gain /Lose	Mar. 23 Mar. 28
Progress Report	Apr. 6 Apr. 7	Gain Only	Apr. 13 Apr. 14
Progress Report	Apr. 27 Apr. 28	Gain Only	May 4 May 5
4 th Nine Weeks	June 1 May 25	Credit-Based	Fall 2018 Fall 2017

**This eligibility check is based on the nine weeks average, NOT the semester grade.*

GAIN/LOSE – Students will gain eligibility if they are passing **ALL** classes or lose eligibility if they fail **ANY** class (excluding those identified as honors or advanced classes**).

GAIN ONLY - Ineligible students have the opportunity to regain eligibility if they are passing **ALL** classes - not just the ones they were failing (excluding those identified as honors or advanced classes**).

GRACE PERIOD (DATE EFFECTIVE) - Students regain or lose eligibility at the end of the school day, 7 days after the eligibility check.

***Honors/Advanced Class Waiver: Students may be granted a one-time waiver for one six weeks period of eligibility if they fail an advanced course with a grade of 60-70 percent. Students shall be eligible for one waiver per year.*

*** All students are academically eligible during a school holiday period consisting of at least seven consecutive calendar days.*

***Regarding eligibility, all incompletes must be corrected **before** the student with the incomplete will be eligible.*

Eligibility

Eligibility for participation in many extracurricular activities is governed by state law as well as rules of the University Interscholastic League (UIL)—a statewide association overseeing interdistrict competition. The following requirements apply to all extracurricular activities:

- A student shall be suspended from participation in any extracurricular activity sponsored or sanctioned by the District or the UIL after a grade evaluation period in which the student received a grade lower than the equivalent of 70 on a scale of 100 in any academic class other than an identified honors or advanced class.** A suspension continues for at least three school weeks and is not removed during the school year until the student is passing all classes.
- A student with disabilities who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.
- An ineligible student may practice or rehearse.
- In order for an ineligible student to become eligible the student must be passing all classes with a grade of 70 or higher after the next grade evaluation period and attend documented completion of a minimum of 5 hours of tutorials approved by the coach/sponsor.
- A student is allowed in a school year up to ten absences not related to post-district competition, a maximum of five absences for post-district competition prior to state, and a maximum of two absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the Board, are subject to these restrictions.
- A student who misses a class because of participation in an activity that has not been approved will receive an unexcused absence.

Please note: Sponsors of student clubs and performing groups such as the band, choir, and drill and athletic teams may establish standards of behavior—including consequences for misbehavior—that are stricter than those for students in general. If a violation is also a violation of school rules, the consequences specified by the Student Code of Conduct or by local policy will apply in addition to any consequences specified by the organization. [For further information, see policies FM and FO.]

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT DRUG TESTING POLICY

INTERROGATIONS

BY SCHOOL OFFICIALS

Administrators, teachers, and other professional personnel may question a student regarding the student's own conduct or the conduct of other students. In the context of school discipline, students have no claim to the right not to incriminate themselves.

BY POLICE OR OTHER AUTHORITIES

For provisions pertaining to student questioning by law enforcement officials or other lawful authorities, see GRA(LOCAL).

LOCKERS AND VEHICLES

Students have full responsibility for the security of their lockers and for vehicles parked on school property. It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations are not given to others. Students shall not place, keep, or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property. School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by District policy. Students shall be responsible for any prohibited items found in their lockers or in vehicles parked on school property. If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.

USE OF TRAINED DOGS

The District shall use specially trained nonaggressive dogs to sniff out and alert officials to the current presence of concealed prohibited items, illicit substances defined in FNCF(LEGAL), and alcohol. This program is implemented in response to drug and alcohol related problems in District schools, with the objective of maintaining a safe school environment conducive to education. Such visits to schools shall be unannounced. The dogs shall be used to sniff vacant classrooms, vacant common areas, the areas around student lockers, and the areas around vehicles parked on school property. The dogs shall not be used with students. If a dog alerts to a locker, a vehicle, or an item in a classroom, it may be searched by school officials. Searches of vehicles shall be conducted as described above.

NOTICE

At the beginning of the school year, the District shall inform students of the District's

policy on searches, as outlined above, and shall specifically notify students that:

1. Lockers may be sniffed by trained dogs at any time.
2. Vehicles parked on school property may be sniffed by trained dogs at any time.
3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.
4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.

PARENT NOTIFICATION

The student's parent or guardian shall be notified if any prohibited articles or materials are found in a student's locker, in a student's vehicle parked on school property, or on the student's person, as a result of a search conducted in accordance with this policy.

DRUG-TESTING PROGRAM OBJECTIVES

I. OBJECTIVES

1. To provide a deterrent to drug use for any ~~Marble Falls Independent School District (hereinafter referred to as MFISD) District~~ student (hereinafter referred to as ~~e~~Extra-~~c~~urricular ~~p~~Participant or "ECP") who participates in ~~e~~Extra-~~C~~urricular ~~A~~ctivities (hereinafter referred to as "ECA") in grades 7 through 12.
2. To provide a drug education program for those ECP's who test positive for drug use and for ECP's at risk for drug use.
3. To insure the health and safety of ECP's.

PLAN

Guidelines for the District's drug-testing program are as follows:

1. All ECP's from grades 7 through 12 (male and female) involved in MFISD ECA's will be subject to this testing program.
2. ~~All ECP's from grades 9 through 12 to be initially tested at a minimum of 1 time per semester (fall and spring) each school year. All ECP's from grades 9-12 will be subject to random testing throughout the year (twice per semester). All ECP's from grades 7-8 may be subject to random testing throughout the year. All H.S. ECPs shall be initially tested a minimum of one time per semester (fall and spring) each school year and randomly tested throughout the school year. M.S. ECP's will be tested randomly.~~
3. ECP's selected for random testing will be chosen from a pool of all ECP's[see item 2 at TESTING PROCEDURES AND PROTOCOLS, below]. ~~(reference section IV.B)~~

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4. The method of screening is by an independent laboratory immunological screening procedure. All drugs detected by the screen will be confirmed by Gas Chromatography/ Mass Spectroscopy (hereinafter referred to as GC/MS) before being reported as being detected. ECP's admission of guilt will also constitute a positive screening. Failure to produce a sample in the allotted time period will be considered a positive screening.
5. Certified lab personnel and professional staff will administer testing.
6. Each ECP who is selected will be required to provide a urine, hair or oral sample to the designee during the time constraints described [described at TESTING PROCEDURES AND PROTOCOLS, below in Part IV.](#)

DRUGS ELIGIBLE FOR TESTING:

The following are substances which are eligible to be tested for:

- [Alcohol](#)
- [Amphetamines](#)
- [Barbiturates](#)
- [Benzodiazepine](#)
- [Cocaine](#)
- [Ecstasy](#)
- [Methaqualone](#)
- [Opiates: Codeine, heroin, morphine, papaverine phencyclidine](#)
- [Tetrahydrocannabinoids \(THC\): marijuana](#)
- [Steroids](#)
- [Synthetic Drugs](#)

~~Alcohol~~
~~Amphetamines~~
~~Barbiturates~~
~~Benzodiazepine~~
~~Cocaine~~
~~Methaqualone~~
~~Opiates: codeine, heroin, morphine, papaverine~~
~~Phencyclidine~~
~~Tetrahydrocannabinoids (THC): marijuana~~
~~Steroids~~
~~Ecstasy~~
~~Synthetic~~

TESTING PROCEDURES AND PROTOCOL

[Testing procedures and protocols are as follows:](#)

1. [Mandatory Testing: Every male and female ECP, grades 9 –12, shall be tested a minimum of twice a year. MS students are subject to random testing. The student shall be required to submit a sample immediately upon request. All specimens shall be collected adhering to a strict chain of custody.](#)
2. [Random Testing: Every male and female ECP, grades 7 –12, shall be eligible to be tested during the entire school year. The final number of](#)

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- random tests shall be determined by the drug program administrator (hereafter referred to as DPA) and the District vendor. ECPs shall be required to submit a sample immediately upon request. All specimens shall be collected, adhering to a strict chain of custody.
3. All positive screenings shall be confirmed by either the ECP's admission or an additional test from the same sample that will include GC/MS testing by the District vendor. A positive test result shall not constitute an offense if the ECP's parent/guardian provides the DPA with a valid legal prescription for the drug identified as positive by the test.
 4. The District vendor shall take the specimens to an independent lab for processing. The District vendor shall send the results to the DPA. The ECP's identification number shall identify all specimens.
 5. Noncompliance by any ECP with the above testing procedures shall be considered a violation of this policy and grounds for removal from ECAs within the District.
 6. Each ECP in an ECA for grades 7–12 shall give consent to the extracurricular drug testing program. The consent should be agreed to on the school registration form each year; however, a hard copy form may be signed and kept on file. If the ECP or parent/guardian refuses to consent, the ECP shall be denied participation in extracurricular activities until said consent form is signed and, at the parent's/guardian's expense, undergoes drug testing with a negative result.
 7. Any ECP refusing to be tested shall be subject to sanctions as if the ECP had tested positive. Failure to provide a specimen within two hours shall constitute a refusal to test. Read mission to an ECA shall be contingent upon agreement to participate in the drug-testing program and a negative test result.
 8. Any ECP caught cheating or tampering with a specimen taken by the DPA, testing monitors, or the vendor shall be subject to sanctions as if the ECP had tested positive.
 9. The administering and/or interpretation of the policy and testing procedures shall be left to the discretion of the District administrator of drug testing.
- a. ~~Mandatory Testing: Every male and female ECP, grades 9 through 12, will be tested twice a year. When selected for testing the ECP will be required to submit a sample immediately upon request. All specimens will be collected adhering to a strict chain of custody.~~
 - b. ~~Random Testing: Every male and female ECP, grades 7 through 12, will be eligible to be tested during the entire school year. A predetermined percentage of approximately 10% of High School ECP's will be randomly selected by the MFISD vendor from a computer program 4 times per school year. The final random percentage number will be determined by the drug program administrator and the MFISD vendor. They will be required to submit a sample immediately upon request. All specimens will be collected, adhering to a strict chain of custody.~~
 - c. ~~All positive screenings will be confirmed by either ECP's admission or an additional test from the same sample that will include GC/MS testing by the MFISD vendor. A positive test result will not constitute an offense if the ECP's parent/guardian~~

~~provides the Drug Program Administrator (hereinafter referred to as DPA) with a valid, legal prescription for the drug identified as positive by the test.~~

- ~~d. The MFISD vendor will take the specimens to an independent lab for processing. The MFISD vendor will send the results to the DPA. The ECP's identification number will identify all specimens.~~
- ~~e. Non-compliance by any ECP with the above testing procedures will be considered a violation of this policy and grounds for removal from ECA's within the MFISD.~~
- ~~f. Each ECP in an ECA for grades 7 through 12 and, if the student is under 18 years of age, his or her parent/guardian shall sign a consent form agreeing to the student's participation in the drug testing program. One consent form will be required and kept on file when the ECP begins participation. If the ECP or parent/guardian refuses to consent, the ECP shall be denied participation in extra-curricular activities until said consent form is signed and at parent/guardians expense the participant undergoes drug testing with a negative result.~~

- ~~g. Any ECP refusing to be tested will be subject to sanctions as if testing positive. Failure to provide a specimen within 2 hours constitutes a refusal to test. Readmission to ECA will be contingent upon agreement to participate in the drug testing program and a negative test result.~~
- ~~h. Any ECP caught by DPA, testing monitors, or MFISD vendor, cheating or tampering with a specimen, will be subject to sanctions as if testing positive.~~
- ~~i. The administering of the Policy and Testing Procedures and/or interpretation thereof, is left to the discretion of the DPA.~~

RETESTING PROCESS

An adult student or a parent, at his or her expense, may request a retest of the same sample by another certified laboratory. The sample must be transferred following a strict, documented, chain of custody. A certified copy of the result must be mailed by that laboratory to the DPA. If the second result differs from the first, the second shall be the determining result. The ECP may not participate while the appeal is pending.

CONFIDENTIALITY

The collection and coding of specimen samples shall be executed in a manner ensuring total confidentiality and property identification. Only the ECP, the parent/guardian, the extracurricular sponsor, the athletic director, the campus principal, and the DPA shall know the test results. All test results shall be destroyed when the ECP no longer has extracurricular eligibility.

II. CONFIDENTIALITY

- ~~a. The collection and coding of specimen samples are executed in a manner insuring total confidentiality and property identification.~~
- ~~b. Only the ECP, parent/guardian, extracurricular sponsor, Athletic Director, campus principal, and the DPA will know the policy violation(s).~~
- ~~c. All test results shall be destroyed when the ECP no longer has extra-curricular eligibility.~~

SANCTIONS FOR POSITIVE TESTING

Sanctions for testing positive shall be as follows:

1. All offenses shall be cumulative throughout the ECP's eligibility (grades 7 through 12).
2. The following disciplinary measures shall be taken for any ECP testing positive for a drug test, and/or any ECP having written documentation reported by law enforcement officers as having been involved with alcohol or drug activity, such as selling, buying, using, or possessing drug paraphernalia.
3. Suspension shall take place immediately from the activity in which the ECP

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is involved. If the student is not actively involved in an extracurricular activity at that time, the suspension shall begin with the next event in which the ECP is involved.

4. The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.

FIRST OFFENSE

Sanctions for the first offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 20 percent of all scheduled events with a minimum of one activity for those with four or fewer events in the season but shall not include suspension from playoff practice games, scrimmages, practices, or program participation.
3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education/counseling delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
4. The ECP shall be tested during each of the next four testing sessions, which may carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

SECOND OFFENSE

Sanctions for the second offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 50 percent of scheduled events with a minimum of one activity for those ECAs with two events or less and until the student has a negative drug test with the District vendor.
3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education counseling from an LPC, or other acceptable professional at the discretion of the DPA, at the ECP's or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.
4. The ECP shall be tested during each of the next six testing sessions, which may and can carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

THIRD OFFENSE

Sanctions for the third offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. Any ECP, grades 7-12 shall be suspended from extracurricular programs, contests, and events, for one calendar year. This may include removal from certain extracurricular classes as well.
3. An ECP may be reinstated to an ECA after one calendar year at the completion of a minimum of 12 documented hours of drug counseling and a negative drug test.
4. The parent/guardian shall be responsible for all counseling upon the third offense.
5. An ECP's suspension from ECAs under the third offense shall begin the day the DPA confirms the third test as positive.

FOURTH OFFENSE

Sanctions for the fourth offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. A fourth positive test shall result in removal of the ECP, whether in high school or middle school, from participation in ECAs for the remainder of his or her middle school and high school eligibility.

A parent or guardian, at his or her own expense, may request another test of the same sample by another certified laboratory.

The District shall not be responsible for any cost incurred by the parent/guardian or ECP for drug education, counseling, or residential treatment.

STUDENT DRIVERS

Students who drive to and from school and who park on District property shall be subject to the same drug testing requirements as ECPs.

In addition to any other sanctions that may be imposed based on a student driver's participation in an ECA, a student who has a positive test result shall be subject to the following restrictions related to parking on school property:

1. For the first positive test, ten school day suspension from parking;
2. For the second positive test, 30 school day suspension from parking;
3. For the third positive test, one school year suspension from parking; and
4. For the fourth positive test, parking privileges removed for the remainder of enrollment in the District.

Parking privileges shall be reinstated at the end of a suspension period based on a negative test result.

The ECP shall have documented completion the prescribed minimum amount of hours of drug education/counseling, based on the number of the offense. This must be delivered by a licensed professional counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense.

Counseling for an offense should be completed before resuming the ECA's activity. However; If the DPA feels that the ECP is enrolled and progressing at an acceptable pace, the student may be allowed to return to their activity while completing counseling.

If at any point, the ECP is not progressing at an acceptable pace, activities may be suspended again.

MFISD has entered a partnership with Bluebonnet Trails Community Services and the substance abuse program they offer is recommended; however, the ECP may use any LPC they choose.

III.

- a. ~~All offenses are cumulative throughout the ECP's eligibility. (7th through 12th grade)~~
- b. ~~The following disciplinary measures will be taken for any ECP testing positive to a drug test, and/or any ECP having written documentation reported by law enforcement officers as having been involved with drug activity (i.e.: selling, buying, use of or possession of drug paraphernalia or drugs eligible to be tested.)~~
- c. ~~Any suspension shall take place in the immediate activity that the ECP is involved in. If the student is not actively involved in an extracurricular activity at that time, the suspension will start with the next event that the ECP in involved in.~~
- d. ~~The student must be academically eligible in order for the events missed to count toward the suspension. If a student is academically ineligible at the time of the violation, or becomes academically ineligible during the suspension, the events missed shall not count toward the required events.~~

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FIRST OFFENSE

Sanctions:

1. Notification of parent/guardian to discuss ECP's sanctions.
2. Suspension from the ECA for 20% of all scheduled events with a minimum of 1 activity for those with 4 or fewer events in the season but does not include suspension from play-off practice game, scrimmages, practices, or program participation.
3. Documented completion of a minimum of 5 hours of drug education/counseling delivered by a Licensed Professional Counselor (hereinafter referred to as LPC), or other acceptable professional at the discretion of the DPA, at the ECP's and/or parent/guardian's expense. A list of LPC's will be provided by the DPA.
4. ECP will be tested each of the next 4 testing sessions. This will carry over into the next school year.

SECOND OFFENSE

Sanctions:

1. Notification of parent/guardian to discuss the ECP's sanctions.
2. Suspension from the ECA for 50% of scheduled events with a minimum of one activity for those ECA's with 2 events or less and until he/she has a negative drug test with the MFISD vendor.
3. Documented completion of a minimum of 10 hours of drug education counseling from a LPC, or other acceptable professional at the discretion of the DPA, at ECP's or parent/guardian's expense. A list of LPC's will be provided by the DPA.
4. ECP will be tested each of the next 6 testing sessions. This will carry over into the next school year.

THIRD OFFENSE

Sanctions:

1. Notification of parent/guardian to discuss the ECP's sanctions.
2. A high school ECP shall be suspended from ECA's for 1 calendar year, including class, practices, rehearsals, and contests.
3. A 7th or 8th grade ECP shall be suspended from ECA's for 1 calendar year including class, practices, rehearsals, and contests.
4. ECP may be reinstated to an ECA after 1 calendar year at the completion of a minimum of 15 documented hours of drug counseling and a negative drug test.
5. Parent/guardian is responsible for all counseling.
6. An ECP's suspension from ECA's under the third offense shall begin the day the Drug Program Administrator confirms the third test as positive.

FOURTH OFFENSE

Sanctions:

1. Notification of parent/guardian to discuss the ECP's sanctions.
2. A fourth positive test shall result in removal of the ECP, whether in high school or middle school, from participation in ECA's for the remainder of his or her middle school and high school eligibility.

~~A PARENT OR GUARDIAN, AT HIS OR HER OWN EXPENSE, MAY REQUEST ANOTHER TEST OF THE SAME SAMPLE BY ANOTHER CERTIFIED LABORATORY.~~

~~THE MARBLE FALLS INDEPENDENT SCHOOL DISTRICT WILL NOT BE RESPONSIBLE FOR ANY COST INCURRED BY THE PARENT/GUARDIAN OR ECP FOR DRUG EDUCATION, COUNSELING, OR RESIDENTIAL TREATMENT.~~

IV. DEFINITION OF TERMS

The following definitions are for the purpose of the drug-testing program in this policy:

1. Extracurricular Activity (ECA): Any membership or participation in any of the clubs, organizations, or activities on the attached list.
2. Extracurricular Participant (ECP): Any participating student in grades 7–12.
3. ECA: Extracurricular activities in grades 7–12.
4. DPA: Drug program administrator.
5. GC/MS: Gas Chromatography/Mass Spectroscopy; a scientific process to identify specific chemical compounds. A molecular fingerprint is obtained that identifies a chemical compound with 100 percent accuracy.

APPEAL PROCESS

An appeal of a positive drug test finding must follow the prescribed process outlined in FNG(LOCAL).

The following definition is for the purpose of the drug-testing program in this policy.

1. The term "extracurricular activities" (ECA) means any membership or participation in any of the clubs, organizations or activities on the attached list.
2. Extra-Curricular Participant (ECP): ANY participating student in grades 7 through 12.
3. ECA: Extra-Curricular Activities in grades 7 through 12.
4. DPA: Drug Program Administrator
5. GC/MS: A Gas Chromatography/Mass Spectroscopy; a scientific process to identify specific chemical compounds. A molecular fingerprint is obtained that identifies a chemical compound with 100 percent accuracy.
6. LPC: Licensed Professional Counselor

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LIST OF ACTIVITIES

Middle School (Including, but not limited to)

Band
Cheerleaders
Competition Choir
Junior FFA
Creative Problem Solving
UIL
Theater
Jr. High Athletic Department
Volleyball
Student Council
Theater Arts
UIL Academics

High School (Including, but not limited to)

Band
Football
Student Council
Baseball
Girls Basketball
UIL Academics
Boys Basketball
Girls Cross Country
UIL Journalism
Boys Cross Country
Girls Golf
4-H
Boys Soccer
Girls Tennis
Boys Tennis
Girls Track
Boys Track
NHS
Chess Club
PALS
HOSA
Cheerleaders
Parking on District Property
Competition Choir
Powerlifting
FBLA
Skills USA
FFA
Softball
FCCLA
Starlettes
Fishing Club
Lovely Ladies
Key Club

Thespians

LIST OF ACTIVITIES

Middle School

Band	Middle School Athletic Department
Cheerleaders	Student Council
Competition Choir	UIL Theater
Creative Problem Solving	UIL Academics
Junior FFA	Junior NHS
Theater Arts	

High School

Band	Girls Basketball	Thespians
Baseball	Girls Cross Country	UIL Academics
Boys Basketball	Girls Golf	UIL Journalism
Boys Cross Country	Girls Soccer	UIL Theater
Boys Golf	Girls Tennis	Volleyball
Boys Soccer	Girls Track	Yearbook
Boys Tennis	H.O.S.A.	4-H
Boys Track	Key Club	
Chess Club	Lovely Ladies	
Cheerleaders	NHS	
Child Guidance	PALS	
Competition Choir	Parking Permits/Parking on District Property	
FBLA	Powerlifting	
FFA	Skills USA	
FCCLA	Softball	
Fishing Club	Starlettes	
Football	Student Council	

A copy of the Drug Testing Policy is available in Spanish upon request in the Central Office.

Una copia de la Política de la Prueba para las drogas esta disponible en español en las oficinas administrativas si se requiere.

COMPLAINTS BY STUDENT/PARENTS

Usually student or parent complaints or concerns can be addressed simply by a phone call or conference with the coach/sponsor. For those complaints and concerns that cannot be handled so easily, the parent or student should first discuss the complaint or concern with the Athletic Director/UIL Director. If unresolved, parents or student athletes should follow the standard complaint policy established by the district.

**MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
PARENT AND STUDENT EXTRACURRICULAR HANDBOOK AND DRUG
POLICY
ACKNOWLEDGMENT FORM**

Please read, sign, date, and return this form. Students will not be allowed to participate in Extracurricular Activities until this form is completed, signed and returned.

We have received and read a copy of the MFISD's Extracurricular Handbook and Drug Testing Policy. We understand that this policy is part of the District's rules and that it applies to all high school and middle school students participating in Extracurricular Activities. We understand and consent to all the requirements of this code and understand the consequences that my child will face if he or she fails to adhere to these rules and agree to such terms.

Print Student's Name

Student Signature _____ Date _____ Grade

Parent Signature _____ Date

Please list all extracurricular activities in which your student is currently participating: _____



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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		

Drug Testing Company Bids - Marble Falls ISD

				Forward Edge		SWC	
				Per Test Cost	Total	Per Test Cost	Total
HS	1600	Initial		\$17	\$27,200	\$16	\$25,600
HS/MS	480	Random		\$17	\$8,160	\$18	\$8,640
MS	400	Initial		\$17	\$6,800	\$16	\$6,400
HS/MS	300	ETG		\$8	\$2,400	\$4	\$1,200
Total					\$44,560		\$41,840
Swab Cost - if needed				Swab Test	\$40	Swab Test	\$24
Hair Test - if needed				Hair Test	\$60	Hair Test	\$75
Other factors				Used Long Time		New	
				Has been good to work with		Good References	
Worker numbers				3 Workers		Minimum of 3 workers to 5 or 6 workers	
Bilingual workers				N/A		Bilingual Worker	

Marble Falls ISD

Drug Testing Company Bids

171



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MUSTANGS FOREVER!**

Contacted companies for a bid...

- 2 companies that submitted competitive bids were:
 - Forward Edge
 - SWC



Testing Cost Factors

- Initial Tests at HS
- Random Tests
- Initial Tests at MS
- ETG (Alcohol) Tests
- Swab Test – if Needed
- Hair Test – if Needed



Other Considerations

Prior History

References

Number of Workers

Bilingual



Forward Edge

\$17 Initial Test

\$17 Random Test

\$8 ETG Test

\$40 Swab Test – if needed

\$60 Hair Test – if needed

Used Long Time

Good Service

3 Workers

None Bilingual



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SWC

\$16 Initial Test

\$18 Random Test

\$4 ETG Test

\$24 Swab Test – if needed

\$75 Hair Test – if needed

New

Good references

Minimum of 3 workers to 5 or 6 workers

Bilingual worker on hand for testing



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Total Cost Comparison

Forward Edge - \$44,560

SWC - \$41,840



Drug Testing Company Bids - Marble Falls ISD

				Forward Edge		SWC	
				Per Test Cost	Total		
				Per Test Cost	Total	Per Test Cost	Total
HS	1600	Initial		\$17	\$27,200	\$16	\$25,600
HS/MS	480	Random		\$17	\$8,160	\$18	\$8,640
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Hair Test - if needed				Hair Test	\$60	Hair Test	\$75
Other factors				Used Long Time		New	
				Has been good to work with		Good References	
Worker numbers				3 Workers		Minimum of 3 workers to 5 or 6 workers	
Bilingual workers				N/A		Bilingual Worker	



July Recommendation

That the Board approve the bid submitted by SWC to be the Marble Falls ISD Drug Testing Company for the 2017-18 and 2018-19 School year.



Questions?



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

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Subject:		
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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		

Agreement for the Purchase of Attendance Credits

This agreement is entered into pursuant to the Texas Education Code (TEC), Chapter 41, Subchapters A and D, and rules adopted by the commissioner of education as authorized by the TEC, §41.006. The purpose of this agreement is to enable the district to reduce its wealth per weighted student to a level that is not greater than the equalized wealth level as determined by the commissioner of education in accordance with the TEC, §41.002.

The school year to which this agreement applies is _____ (the "school year").

The agreement is for _____ School District ("the district"), with a county-district number of _____, to purchase attendance credits from the state for the school year.

This agreement is subject to the approval of the voters of the district as provided by the TEC, §41.096. The board of trustees of the district agrees to submit to the commissioner of education, on request, a certified copy of the board minutes showing the canvass of the election.

Initial payments will be based on the commissioner's estimate of the cost of each credit using the district's projected maintenance and operations tax revenue and the estimated number of students in weighted average daily attendance for the school year (TEC, §41.093). The district agrees to make the payments in accordance with the schedule specified in the TEC, §41.094.

The actual cost of each credit will be determined by the commissioner in accordance with the TEC, §41.093, when final data on the district's maintenance and operations tax revenue and the number of students in weighted average daily attendance for the school year are available. If that amount is less than the amount paid by the district through August 15 of the school year, the difference will be refunded. If that amount is greater than the amount paid, the district shall remit an amount equal to the difference for deposit in the state treasury to be used for the Foundation School Program.

The cost of purchased attendance credits will be reduced for county appraisal district costs. The reduction will be computed in accordance with the TEC, §41.097. If the reduction exceeds the cost for the school year, the difference will be carried forward and applied to each subsequent year's cost until the total amount of the reduction has been exhausted.

Signature of President, Board of Trustees

Date: _____

Signature of Secretary, Board of Trustees

Date: _____

Signature of Superintendent

Typed Name of Superintendent

Signature of Commissioner of Education or Designee

Date: _____

Date: _____