

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



**Marble Falls ISD  
Regular Meeting**

**Monday, August 21, 2017  
6:00 PM**

**AGENDA OF REGULAR MEETING  
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MONDAY, AUGUST 21, 2017 – 6:00 PM  
Marble Falls ISD Central Office Community Room**

Notice is hereby given that on August 21, 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: Gary Boshears
4. Pledge to the Flags  
Presenter: Kevin Naumann
5. Vision Statement  
Presenter: Larry Berkman
6. Special Recognition
  - A. Living The Vision- Child Nutrition  
Presenter: Jeff Gasaway
7. Citizen Comments
8. Information Items
  - A. General Fund Summary 5
  - B. Expenditure Report 6
  - C. Purchasing Cooperative Report 20
9. Presentation/Discussion Items and Possible Action
  - A. Endorse a Candidate for TASB Board of Directors 21  
Presenter: Dr. Chris Allen
  - B. TASB Delegate Assembly 25  
Presenter: Dr. Chris Allen
  - C. 2017-2018 Marble Falls ISD Tax Rate Adoption 26  
Presenter: Lisa LeMon
  - D. Purchase of Custodial Supplies 29  
Presenter: Lisa LeMon
  - E. EduServ Consultant Agreement for ACE 31  
Presenter: Cindy Walker
  - F. MindWorks Purchase for ACE 42  
Presenter: Cindy Walker
  - G. School Bus Purchase 67

Presenter: Jeff Gasaway	
H. MFHS Baseball Field Improvement and Repair	95
Presenter: Jeff Gasaway	
I. Maintenance Project- MFISD Transportation Fueling Station	96
Presenter: Jeff Gasaway	
10. Consider and Possible Approval of Action	
A. Consent	
1. Minutes from Special Board Meeting held on July 12, 2017	97
2. Minutes from Regular Board Meeting held on July 17, 2017	98
3. Minutes from Special Board Meeting held August, 9, 2017	102
4. Budget Amendments	104
5. Resolution Regarding Extracurricular Status of the 4-H Organization and Adjunct Faculty Agreement	108
6. Purchase of Instructional Materials- Odysseyware	111
7. Purchase of Instructional Materials- American Reading Company	113
B. Student Handbook and Code of Conduct	142
C. Certified Appraisers and Appraisal Calendar for the 2017-2018 School Year	321
D. Professional Development Waivers- State Assessment Testing Days, Early Dismissal, Foreign Exchange Student, Staff Development	331
E. Skyward Contract	335
F. Texas Public Unemployment Compensation Program Contract Extension	354
11. Upcoming Meetings and Board Training Opportunities	
A. Monday, September 18, 2017 - Regular Board Meeting	
B. Thursday, October 12, 2017 - Team of Eight Training	
C. Monday, October 16, 2017 - Regular Board Meeting	
12. 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)	
13. Reconvene from Executive Session	
14. Discussion and Possible Approval of Action Arising from Executive Session	
A. Possible Approval of Professional Personnel	
15. 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)]*

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Dr. Chris Allen, Superintendent of Schools

**Marble Falls ISD**  
**Statement of Revenues and Expenditures - General Fund**  
**As of July 31, 2017**

8%	Of Fiscal Year	CURRENT YEAR YTD				CURRENT MONTH		
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	MONTH ACTIVITY	% OF BUDGET
<b>REVENUES</b>								
5710	LOCAL TAX REVENUES	\$ 37,443,139	\$ 75,046	\$ 37,368,093	0.20%	\$ 37,443,139	\$ 75,046	0.20%
57XX	OTHER LOCAL REVENUES	\$ 463,215	\$ 36,528	\$ 426,687	7.89%	\$ 463,215	\$ 36,528	7.89%
58XX	STATE PROG. REVENUES	\$ 4,326,012	\$ 277,209	\$ 4,048,803	6.41%	\$ 4,326,012	\$ 277,209	6.41%
5900	FEDERAL REVENUE	\$ 890,000	\$ 3,713	\$ 886,287	0.42%	\$ 890,000	\$ 3,713	0.42%
	<b>TOTAL REVENUE</b>	<b>\$ 43,122,366</b>	<b>\$ 392,496</b>	<b>\$ 42,729,870</b>	<b>0.91%</b>	<b>\$ 43,122,366</b>	<b>\$ 392,496</b>	<b>0.91%</b>
<b>EXPENDITURES</b>								
11	INSTRUCTION	\$ 21,187,857	\$ 189,268	\$ 20,998,589	0.89%	\$ 21,187,857	\$ 189,268	0.89%
12	LIBRARY	\$ 451,602	\$ 4,034	\$ 447,568	0.89%	\$ 451,602	\$ 4,034	0.89%
13	STAFF DEVELOPMENT	\$ 297,916	\$ 65,708	\$ 232,208	22.06%	\$ 297,916	\$ 65,708	22.06%
21	INST ADMINISTRATION	\$ 1,015,981	\$ 56,338	\$ 959,643	5.55%	\$ 1,015,981	\$ 56,338	5.55%
23	SCHOOL ADMINISTRATION	\$ 2,119,092	\$ 47,173	\$ 2,071,919	2.23%	\$ 2,119,092	\$ 47,173	2.23%
31	GUID AND COUNSELING	\$ 1,152,141	\$ 7,127	\$ 1,145,014	0.62%	\$ 1,152,141	\$ 7,127	0.62%
32	SOCIAL WORK SERVICES	\$ 50,412	\$ 4,199	\$ 46,213	8.33%	\$ 50,412	\$ 4,199	8.33%
33	HEALTH SERVICES	\$ 384,749	\$ 2,637	\$ 382,112	0.69%	\$ 384,749	\$ 2,637	0.69%
34	PUPIL TRANS - REGULAR	\$ 2,001,696	\$ 101,498	\$ 1,900,198	5.07%	\$ 2,001,696	\$ 101,498	5.07%
36	CO-CURRICULAR ACT	\$ 1,598,779	\$ 21,162	\$ 1,577,617	1.32%	\$ 1,598,779	\$ 21,162	1.32%
41	GEN ADMINISTRATION	\$ 1,398,127	\$ 96,466	\$ 1,301,661	6.90%	\$ 1,398,127	\$ 96,466	6.90%
51	PLANT MAINT & OPERATION	\$ 4,736,303	\$ 229,514	\$ 4,506,788	4.85%	\$ 4,736,303	\$ 229,514	4.85%
52	SECURITY & MONITORING	\$ 130,112	\$ 4,199	\$ 125,913	3.23%	\$ 130,112	\$ 4,199	3.23%
53	DATA PROCESSING	\$ 1,196,774	\$ 66,316	\$ 1,130,458	5.54%	\$ 1,196,774	\$ 66,316	5.54%
61	COMMUNITY SERVICES	\$ 57,114	\$ 51	\$ 57,063	0.09%	\$ 57,114	\$ 51	0.09%
81	FACILITIES ACQ & CONST	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
91	STUDENT ATTENDANCE CR	\$ 4,683,711	\$ 544,111	\$ 4,139,600	11.62%	\$ 4,683,711	\$ 544,111	11.62%
99	PURCHASES & CONT SRVS	\$ 660,000	\$ -	\$ 660,000	0.00%	\$ 660,000	\$ -	0.00%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 43,122,366</b>	<b>\$ 1,439,802</b>	<b>\$ 41,682,564</b>	<b>3.34%</b>	<b>\$ 43,122,366</b>	<b>\$ 1,439,802</b>	<b>3.34%</b>
7000	Other Sources		\$ -			Other Sources		
8000	Other Uses		\$ -			Other Uses		
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (1,047,306)		EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ (1,047,306)		
3000	BEG FUND BAL 07/01/16	\$ 13,815,544	Audited					
3000	END FUND BAL 7/31/17	\$ 12,768,238	Unaudited					

**Marble Falls ISD**  
**Statement of Revenues and Expenditures - Food Service**  
**As of July 31, 2017**

8%	Of Fiscal Year	CURRENT YEAR YTD				CURRENT MONTH		
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	MONTH ACTIVITY	% OF BUDGET
<b>REVENUES</b>								
57XX	LOCAL TAX REVENUES	\$ 695,140	\$ 687	\$ 694,453	0.10%	\$ 695,140	\$ 687	0.10%
58XX	STATE PROG. REVENUES	\$ 11,621	\$ -	\$ 11,621	0.00%	\$ 11,621	\$ -	0.00%
59xx	FEDERAL REVENUE	\$ 1,815,468	\$ 26,434	\$ 1,789,034	1.46%	\$ 1,815,468	\$ 26,434	1.46%
	<b>TOTAL REVENUE</b>	<b>\$ 2,522,229</b>	<b>\$ 27,121</b>	<b>\$ 2,495,108</b>	<b>1.08%</b>	<b>\$ 2,522,229</b>	<b>\$ 27,121</b>	<b>1.08%</b>
<b>EXPENDITURES</b>								
61	PAYROLL COST	\$ 942,819	\$ 72,562	\$ 870,257	7.70%	\$ 942,819	\$ 72,562	7.70%
62	PURCHASE & CONTRACTED	\$ 88,519	\$ 571	\$ 87,948	0.64%	\$ 88,519	\$ 571	0.64%
63	SUPPLIES AND MATERIALS	\$ 1,404,260	\$ 2,651	\$ 1,401,609	0.19%	\$ 1,404,260	\$ 2,651	0.19%
64	OTHER OPERATING EXP	\$ 16,438	\$ -	\$ 16,438	0.00%	\$ 16,438	\$ -	0.00%
66	CPTL OUTLAY	\$ -	\$ -	\$ -	0.00%	\$ -	\$ -	0.00%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 2,452,036</b>	<b>\$ 75,784</b>	<b>\$ 2,376,252</b>	<b>3.09%</b>	<b>\$ 2,452,036</b>	<b>\$ 75,784</b>	<b>3.09%</b>
7000	Other Sources		\$ -			\$ -		
8000	Other Uses		\$ -			\$ -		
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (48,663)		EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ (48,663)		
3000	BEG FUND BAL 07/01/16	\$ 504,149	Audited					
3000	END FUND BAL 7/31/17	\$ 455,486	Unaudited					

*Marble Falls Independent School District*

*Financial Report*

*August 21, 2017*

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

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

*Check Payment Fund Summary*

*For Bills Paid*

*July 1, 2017 – July 31, 2017*

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
180	COMPUTER REPAIR FUND	0.00	0.00	1,223.63	1,223.63
199	GENERAL FUND	9,400.00	0.00	209,600.35	219,000.35
211	TITLE I PART A, BASIC PROGRAMS	0.00	0.00	2,668.56	2,668.56
240	FOOD SERVICE	0.00	0.00	2,860.29	2,860.29
242	SUMMER FEEDING PROGRAM-DHS	0.00	0.00	550.49	550.49
244	VOC. ED.-BASIC GRANT	0.00	0.00	4,709.59	4,709.59
270	TITLE VI, PART B	0.00	0.00	6,219.85	6,219.85
352	21st CENTURY COMM LEARNING CEN	0.00	0.00	18,973.37	18,973.37
651	CPF - MAINTENANCE	0.00	0.00	9,170.00	9,170.00
***	Fund Summary Totals ***	9,400.00	0.00	255,976.13	265,376.13

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

*Expenditure to Budget Report*

*August 21, 2017*

*General Operating Fund*

*Food Service Fund*

*Capital Projects*

MARBLE FALLS ISD  
COMPARISON OF REVENUE TO BUDGET (Date: 7/2017)

Obj	Obj	2017-18 ESTIMATED REVENUE	July 2017-18 MTHLY ACTIVITY	2017-18 Activity	REVENUE BALANCE	PERCENT REALIZED	2017-18 YTD %
199	GENERAL FUND						
5700	REVENUE-LOCAL & INTERMED						
	571- LOCAL REAL-PROPERTY TAXES	37,443,139.00	75,046.18	75,046.18	37,368,092.82	0.60	0.20
	572- REV FM SRVCS TO LOCAL ED AG	3,315.00	0.00	0.00	3,315.00	0.00	0.00
	573- TUITION & FEES FROM PATRONS	102,000.00	0.00	0.00	102,000.00	0.00	0.00
	574- TRANS FROM WITHIN STATE	243,000.00	32,322.82	32,322.82	210,677.18	13.83	13.30
	575- ENTERPRISING ACTIVITIES	114,900.00	4,205.00	4,205.00	110,695.00	7.17	3.66
	57-- REVENUE-LOCAL & INTERMED	37,906,354.00	111,574.00	111,574.00	37,794,780.00	0.70	0.29
5800	STATE PROGRAM REVENUES						
	581- PER CAPITA-FOUNDATION REV	2,659,569.00	138,685.00	138,685.00	2,520,884.00	5.21	5.21
	582- STATE REVENUE DISTRBD BY TEA	5,000.00	0.00	0.00	5,000.00	0.00	0.00
	583- TRS ON BEHALF BENEFIT	1,661,443.00	138,523.72	138,523.72	1,522,919.28	8.34	8.34
	58-- STATE PROGRAM REVENUES	4,326,012.00	277,208.72	277,208.72	4,048,803.28	6.41	6.41
5900	FEDERAL PROGRAM REVENUES						
	591- FEDERALLY DIST REVENUES	40,000.00	0.00	0.00	40,000.00	0.00	0.00
	592-	50,000.00	0.00	0.00	50,000.00	0.00	0.00
	593- VOC ED NON FOUNDATION	800,000.00	3,713.17	3,713.17	796,286.83	0.65	0.46
	59-- FEDERAL PROGRAM REVENUES	890,000.00	3,713.17	3,713.17	886,286.83	0.58	0.42
	---- GENERAL FUND	43,122,366.00	392,495.89	392,495.89	42,729,870.11	1.27	0.91

MARBLE FALLS ISD  
COMPARISON OF REVENUE TO BUDGET (Date: 7/2017)

Obj	Obj	2017-18 ESTIMATED REVENUE	July 2017-18 MTHLY ACTIVITY	2017-18 Activity	REVENUE BALANCE	PERCENT REALIZED	2017-18 YTD %
240	FOOD SERVICE						
5700	REVENUE-LOCAL & INTERMED						
	574- TRANS FROM WITHIN STATE	1,500.00	133.71	133.71	1,366.29	8.91	8.91
	575- ENTERPRISING ACTIVITIES	693,640.00	553.69	553.69	693,086.31	0.08	0.08
	57-- REVENUE-LOCAL & INTERMED	695,140.00	687.40	687.40	694,452.60	0.10	0.10
5800	STATE PROGRAM REVENUES						
	582- STATE REVENUE DISTRBD BY TEA	11,621.00	0.00	0.00	11,621.00	0.00	0.00
	58-- STATE PROGRAM REVENUES	11,621.00	0.00	0.00	11,621.00	0.00	0.00
5900	FEDERAL PROGRAM REVENUES						
	592-	1,815,468.00	26,433.72	26,433.72	1,789,034.28	1.46	1.46
	59-- FEDERAL PROGRAM REVENUES	1,815,468.00	26,433.72	26,433.72	1,789,034.28	1.46	1.46
	---- FOOD SERVICE	2,522,229.00	27,121.12	27,121.12	2,495,107.88	1.08	1.08

Number of Accounts: 48

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

	Obj	Obj	2017-18 ESTIMATED REVENUE	July 2017-18 Monthly Activity	2017-18 Activity	REVENUE BALANCE	2017-18 YTD %
199		GENERAL FUND					
	5---	REVENUE	43,122,366.00	392,495.89	392,495.89	42,729,870.11	0.91
	----	GENERAL FUND	43,122,366.00	392,495.89	392,495.89	42,729,870.11	0.91
240		FOOD SERVICE					
	5---	REVENUE	2,522,229.00	27,121.12	27,121.12	2,495,107.88	1.08
	----	FOOD SERVICE	2,522,229.00	27,121.12	27,121.12	2,495,107.88	1.08

Number of Accounts: 48

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

		2017-18	ENCUMBRANCE	2017-18	July 2017-18		2017-18
	Obj Obj	BUDGET	YTD	EXPENDITURES	ACTIVITY	BALANCE	YTD %
199	GENERAL FUND						
11	INSTRUCTION						
	61-- PAYROLL COSTS	20,366,300.33	0.00	180,501.45	180,501.45	20,185,798.88	0.89
	62-- PURCHASE & CONTRACTED SVS	260,261.00	67,675.94	7,929.29	7,929.29	184,655.77	3.05
	63-- SUPPLIES AND MATERIALS	524,892.00	31,373.60	837.63	837.63	492,680.77	0.16
	64-- OTHER OPERATING EXPENSES	36,404.00	0.00	0.00	0.00	36,404.00	0.00
	---- INSTRUCTION	21,187,857.33	99,049.54	189,268.37	189,268.37	20,899,539.42	0.89
12	INST. RESOURCES & MEDIA SVCS						
	61-- PAYROLL COSTS	357,651.00	0.00	4,033.54	4,033.54	353,617.46	1.13
	62-- PURCHASE & CONTRACTED SVS	37,083.00	0.00	0.00	0.00	37,083.00	0.00
	63-- SUPPLIES AND MATERIALS	51,620.00	0.00	0.00	0.00	51,620.00	0.00
	64-- OTHER OPERATING EXPENSES	5,248.00	0.00	0.00	0.00	5,248.00	0.00
	---- INST. RESOURCES & MEDIA S	451,602.00	0.00	4,033.54	4,033.54	447,568.46	0.89
13	CURRICULUM DEV & INST STFF DEV						
	61-- PAYROLL COSTS	105,690.00	0.00	50,812.09	50,812.09	54,877.91	48.08
	62-- PURCHASE & CONTRACTED SVS	75,750.00	67,094.00	0.00	0.00	8,656.00	0.00
	63-- SUPPLIES AND MATERIALS	62,688.00	9,367.86	13,890.00	13,890.00	39,430.14	22.16
	64-- OTHER OPERATING EXPENSES	53,788.00	7,361.47	1,006.05	1,006.05	45,420.48	1.87
	---- CURRICULUM DEV & INST STF	297,916.00	83,823.33	65,708.14	65,708.14	148,384.53	22.06
21	INSTRUCTIONAL LEADERSHIP						
	61-- PAYROLL COSTS	872,861.82	0.00	55,761.39	55,761.39	817,100.43	6.39
	62-- PURCHASE & CONTRACTED SVS	103,748.00	6,201.12	571.38	571.38	96,975.50	0.55
	63-- SUPPLIES AND MATERIALS	25,146.00	2,596.36	5.06	5.06	22,544.58	0.02
	64-- OTHER OPERATING EXPENSES	14,225.00	310.50	0.00	0.00	13,914.50	0.00
	---- INSTRUCTIONAL LEADERSHIP	1,015,980.82	9,107.98	56,337.83	56,337.83	950,535.01	5.55

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	July 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199		GENERAL FUND						
23		SCHOOL LEADERSHIP						
	61--	PAYROLL COSTS	2,036,293.21	0.00	44,986.02	44,986.02	1,991,307.19	2.21
	62--	PURCHASE & CONTRACTED SVS	31,975.00	17,176.92	1,479.72	1,479.72	13,318.36	4.63
	63--	SUPPLIES AND MATERIALS	35,202.00	145.35	707.30	707.30	34,349.35	2.01
	64--	OTHER OPERATING EXPENSES	15,622.00	668.00	0.00	0.00	14,954.00	0.00
	----	SCHOOL LEADERSHIP	2,119,092.21	17,990.27	47,173.04	47,173.04	2,053,928.90	2.23
31		GUIDANCE & COUNSELING						
	61--	PAYROLL COSTS	1,113,336.54	0.00	7,126.64	7,126.64	1,106,209.90	0.64
	62--	PURCHASE & CONTRACTED SVS	8,030.00	0.00	0.00	0.00	8,030.00	0.00
	63--	SUPPLIES AND MATERIALS	19,309.00	3,756.11	0.00	0.00	15,552.89	0.00
	64--	OTHER OPERATING EXPENSES	11,465.00	1,100.00	0.00	0.00	10,365.00	0.00
	----	GUIDANCE & COUNSELING	1,152,140.54	4,856.11	7,126.64	7,126.64	1,140,157.79	0.62
32		SOCIAL WORK SERVICES						
	61--	PAYROLL COSTS	50,412.00	0.00	4,199.18	4,199.18	46,212.82	8.33
	----	SOCIAL WORK SERVICES	50,412.00	0.00	4,199.18	4,199.18	46,212.82	8.33
33		HEALTH SERVICES						
	61--	PAYROLL COSTS	374,840.00	0.00	2,636.97	2,636.97	372,203.03	0.70
	62--	PURCHASE & CONTRACTED SVS	540.00	0.00	0.00	0.00	540.00	0.00
	63--	SUPPLIES AND MATERIALS	8,334.00	0.00	0.00	0.00	8,334.00	0.00
	64--	OTHER OPERATING EXPENSES	1,035.00	0.00	0.00	0.00	1,035.00	0.00
	----	HEALTH SERVICES	384,749.00	0.00	2,636.97	2,636.97	382,112.03	0.69
34		PUPIL TRANSPORTATION						
	61--	PAYROLL COSTS	1,286,992.00	0.00	95,166.66	95,166.66	1,191,825.34	7.39
	62--	PURCHASE & CONTRACTED SVS	33,625.00	10,000.69	5,200.87	5,200.87	18,423.44	15.47
	63--	SUPPLIES AND MATERIALS	346,279.00	47,707.96	5,957.34	5,957.34	292,613.70	1.72
	64--	OTHER OPERATING EXPENSES	-95,200.00	1,110.00	-4,827.10	-4,827.10	-91,482.90	5.07

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	July 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199		GENERAL FUND						
34		PUPIL TRANSPORTATION						
	66--	CPTL OUTLY LAND BLDG & EQ	430,000.00	0.00	0.00	0.00	430,000.00	0.00
	----	PUPIL TRANSPORTATION	2,001,696.00	58,818.65	101,497.77	101,497.77	1,841,379.58	5.07
36		COCURR./EXTRACURR.ACTIVITIES						
	61--	PAYROLL COSTS	971,930.00	0.00	17,452.23	17,452.23	954,477.77	1.80
	62--	PURCHASE & CONTRACTED SVS	149,795.00	7,247.77	2,264.44	2,264.44	140,282.79	1.51
	63--	SUPPLIES AND MATERIALS	135,597.00	13,384.81	211.67	211.67	122,000.52	0.16
	64--	OTHER OPERATING EXPENSES	341,457.00	6,666.34	1,234.10	1,234.10	333,556.56	0.36
	----	COCURR./EXTRACURR.ACTIVIT	1,598,779.00	27,298.92	21,162.44	21,162.44	1,550,317.64	1.32
41		GENERAL ADMINISTRATION						
	61--	PAYROLL COSTS	1,108,857.28	0.00	91,117.81	91,117.81	1,017,739.47	8.22
	62--	PURCHASE & CONTRACTED SVS	92,438.00	16,965.36	3,371.98	3,371.98	72,100.66	3.65
	63--	SUPPLIES AND MATERIALS	93,812.00	24,643.96	548.57	548.57	68,619.47	0.58
	64--	OTHER OPERATING EXPENSES	103,020.00	13,634.60	1,428.00	1,428.00	87,957.40	1.39
	----	GENERAL ADMINISTRATION	1,398,127.28	55,243.92	96,466.36	96,466.36	1,246,417.00	6.90
51		PLANT MAINTENANCE & OPERATIONS						
	61--	PAYROLL COSTS	2,354,802.63	0.00	193,084.81	193,084.81	2,161,717.82	8.20
	62--	PURCHASE & CONTRACTED SVS	1,422,200.00	93,753.44	17,131.02	17,131.02	1,311,315.54	1.20
	63--	SUPPLIES AND MATERIALS	489,200.00	51,815.41	18,998.33	18,998.33	418,386.26	3.88
	64--	OTHER OPERATING EXPENSES	165,100.00	4,660.00	300.00	300.00	160,140.00	0.18
	66--	CPTL OUTLY LAND BLDG & EQ	305,000.00	8,940.00	0.00	0.00	296,060.00	0.00
	----	PLANT MAINTENANCE & OPERA	4,736,302.63	159,168.85	229,514.16	229,514.16	4,347,619.62	4.85
52		SECURITY & MONITORING SERVICES						
	61--	PAYROLL COSTS	69,112.00	0.00	4,199.19	4,199.19	64,912.81	6.08
	62--	PURCHASE & CONTRACTED SVS	56,500.00	0.00	0.00	0.00	56,500.00	0.00
	63--	SUPPLIES AND MATERIALS	4,500.00	0.00	0.00	0.00	4,500.00	0.00

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	July 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199		GENERAL FUND						
52		SECURITY & MONITORING SERVICES						
	----	SECURITY & MONITORING SER	130,112.00	0.00	4,199.19	4,199.19	125,912.81	3.23
53		DATA PROCESSING SERVICES						
	61--	PAYROLL COSTS	674,084.00	0.00	53,073.42	53,073.42	621,010.58	7.87
	62--	PURCHASE & CONTRACTED SVS	62,900.00	26,513.84	8,096.87	8,096.87	28,289.29	12.87
	63--	SUPPLIES AND MATERIALS	455,790.00	83,120.21	5,145.89	5,145.89	367,523.90	1.13
	64--	OTHER OPERATING EXPENSES	4,000.00	0.00	0.00	0.00	4,000.00	0.00
	66--	CPTL OUTLY LAND BLDG & EQ	0.00	139,719.90	0.00	0.00	-139,719.90	0.00
	----	DATA PROCESSING SERVICES	1,196,774.00	249,353.95	66,316.18	66,316.18	881,103.87	5.54
61		COMMUNITY SERVICES						
	61--	PAYROLL COSTS	36,702.00	0.00	50.77	50.77	36,651.23	0.14
	62--	PURCHASE & CONTRACTED SVS	20,000.00	0.00	0.00	0.00	20,000.00	0.00
	64--	OTHER OPERATING EXPENSES	412.00	125.00	0.00	0.00	287.00	0.00
	----	COMMUNITY SERVICES	57,114.00	125.00	50.77	50.77	56,938.23	0.09
91		INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	4,683,711.00	0.00	544,111.00	544,111.00	4,139,600.00	11.62
	----	INTERGOVERNMENTAL CHARGES	4,683,711.00	0.00	544,111.00	544,111.00	4,139,600.00	11.62
99		OTHR INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	660,000.00	0.00	0.00	0.00	660,000.00	0.00
	----	OTHR INTERGOVERNMENTAL CH	660,000.00	0.00	0.00	0.00	660,000.00	0.00
	----	GENERAL FUND	43,122,365.81	764,836.52	1,439,801.58	1,439,801.58	40,917,727.71	3.34

COMPARISON OF EXPENDITURES & ENCUMBRANCE TO BUDGET (Date: 7/2017)

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	July 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
240		FOOD SERVICE						
35		FOOD SERVICES						
	61--	PAYROLL COSTS	942,819.00	0.00	72,562.11	72,562.11	870,256.89	7.70
	62--	PURCHASE & CONTRACTED SVS	88,519.05	3,086.80	570.80	570.80	84,861.45	0.64
	63--	SUPPLIES AND MATERIALS	1,404,259.95	951,930.60	2,651.40	2,651.40	449,677.95	0.19
	64--	OTHER OPERATING EXPENSES	16,438.00	0.00	0.00	0.00	16,438.00	0.00
	----	FOOD SERVICES	2,452,036.00	955,017.40	75,784.31	75,784.31	1,421,234.29	3.09
	----	FOOD SERVICE	2,452,036.00	955,017.40	75,784.31	75,784.31	1,421,234.29	3.09

Number of Accounts: 1868

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

MARBLE FALLS ISD  
RECAP OF EXPENDITURES BY FUND (Date: 7/2017)

	Obj	Obj	2017-18 BUDGET	ENCUMBRANCE YTD	2017-18 EXPENDITURES	July 2017-18 ACTIVITY	2017-18 BALANCE	2017-18 YTD %
199		GENERAL FUND						
	6---	EXPENDITURES	43,122,365.81	764,836.52	1,439,801.58	1,439,801.58	40,917,727.71	3.34
	----	GENERAL FUND	43,122,365.81	764,836.52	1,439,801.58	1,439,801.58	40,917,727.71	3.34
240		FOOD SERVICE						
	6---	EXPENDITURES	2,452,036.00	955,017.40	75,784.31	75,784.31	1,421,234.29	3.09
	----	FOOD SERVICE	2,452,036.00	955,017.40	75,784.31	75,784.31	1,421,234.29	3.09

Number of Accounts: 1868

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



# Marble Falls Independent School District

## INTEROFFICE MEMORANDUM

Date: August 15, 2017

To: Board of Trustees and Dr. Allen

From: Lisa LeMon, Executive Director of Finance

Subject: List of Purchasing Cooperatives for Fiscal Year 2017-18 – For Information Only

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

The following cooperatives will be used by Marble Falls ISD for the 2017-18 fiscal year:

Name of Cooperative	Annual Fee
Region 20-13 Purchasing Cooperative	\$875
Buy Board	\$0
The Interlocal Purchasing System (TIPS)	\$0
The Cooperative Purchasing Network (TCPN)	\$0
State Comptroller (DIR)	\$0
Harris County Department of Education	\$0
1 Governmental Procurement Alliance	\$0
Central Texas Purchasing Alliance	\$50
Region 19 Allied States Cooperative	\$0
Region VII Regional Purchasing Cooperative	\$2,500

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

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



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: 6/28/2017

NAME: Edward Navarette

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE [REDACTED]

CELL PHONE: [REDACTED] FAX NUMBER (if applicable): [REDACTED]

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active email address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Florence

LOCAL TERM EXPIRES: 5/2018 YEARS ON BOARD: 5  
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes  No

BOARD POSITIONS HELD/DATES: Secretary 5/12 - 5/16. Board President 5/16 - current

OCCUPATION: Director of Fulfillment

CURRENT EMPLOYER: Observint Technologies Dates: 7/2004 - current

EDUCATION-HIGH SCHOOL: Diploma / 12th Grade COLLEGE: Siena College

OTHER EDUCATION: \_\_\_\_\_ DEGREES: \_\_\_\_\_

HOBBIES/SPECIAL INTERESTS: Billiards, Firearms

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): \_\_\_\_\_

American Legion Post 317 2nd Vice Commander 5/16 5/17. 1st Vice Commander 5/17-current

Board Member Georgetown Youth Baseball 05-08

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): \_\_\_\_\_

Graduate of LTASB, class of 2017.

Please attach a short bio and include a current picture in jpeg format.

Additional Comments: (Use reverse side if additional space is required.)



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: 6/13/2017

NAME:: JOSIE SMITH-WRIGHT

ADDRESS: [REDACTED] CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: None

CELL PHONE: [REDACTED] \_FAX NUMBER [REDACTED]:

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active e-mail address. E-MAIL: [REDACTED]

SCHOOL DISTRICT: GONZALES IS

LOCAL TERM EXPIRES: 05-18 YEARS ON BOARD: 14 yrs (Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes X No     

BOARD POSITIONS HELD/DATES: PRESIDENT 2004-2006 SECRETARY 2008-2017

OCCUPATION: SALES MANAGER, \_\_\_\_\_

CURRENT EMPLOYER: THE VENUE AT GGS DATES: 01-1998 TILL CURRENT \_\_\_\_\_

EDUCATION-HIGH SCHOOL: \_\_\_\_\_ COLLEGE: OTHER EDUCATION: \_\_\_\_\_

DEGREES: HIGH SCHOOL DIPLOMA, TEXAS A & I KINGSVILLE 1979-1981

HOBBIES/SPECIAL INTERESTS: SINGING, READING, WALKING

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates): \_\_\_\_\_

GONZALES SCHOOL BOARD 2002-2016, GONZALES COUNTY APPRAISAL DISTRICT 2003-CURRENT, TEXAS CAUCUS OF BLACK SCHOOL BOARD MEMBERS 2007- CURRENT, TCBSBM PRESIDENT 2014-2016, GONZALES ISD FOUNDATION 2012- CURRENT

ADDITIONAL COMMENTS (Use reverse side if additional space is required.): \_\_\_\_\_

**Please attach a short bio and include a current picture in JPEG format.**



# TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH

TODAY'S DATE: June 20, 2017

NAME: William Streit

ADDRESS: [REDACTED]

CITY: [REDACTED] ZIP: [REDACTED]

BUSINESS PHONE: [REDACTED] RESIDENCE PHONE: [REDACTED]

CELL PHONE: [REDACTED] FAX NUMBER (if applicable): [REDACTED]

We communicate with our Board members primarily via e-mail and the Internet. Please list your preferred active e-mail address.

E-MAIL: [REDACTED]

SCHOOL DISTRICT: Leander ISD

LOCAL TERM EXPIRES: Nov 2018 YEARS ON BOARD: 9 years  
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

Yes

BOARD POSITIONS HELD/DATES: Board President: 2009-2012, 2015-2017. Board VP: 2017-Present

OCCUPATION: Director, Business Development

CURRENT EMPLOYER: IBM DATES: 2006-Present

EDUCATION-HIGH SCHOOL: Servite HS COLLEGE: University of California, San Diego

OTHER EDUCATION: MA History, Sam Houston State University (2014). MBA, Duke University (2004).

HOBBIES/SPECIAL INTERESTS: Active triathlete.

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (Offices held and dates):

Lone Star Investment Pool (2013-Present).

Cedar Park Comprehensive Plan Advisory Committee (2013-2014)

ADDITIONAL COMMENTS (Use reverse side if additional space is required.):

I have been married for twenty years. My wife serves on the Board of the local YMCA. We have three children – one in elementary school, one in middle school, and one in high school. Additionally, last year we had two foster children throughout the school year – one of whom was in kindergarten and the other in middle school.

Please attach a short bio and include a current picture in JPEG format.



# TASB ENDORSEMENT FORM

DATE: \_\_\_\_\_

Our school board endorses the candidacy of the following individual nominated to fill a position on the TASB Board of Directors.

### CANDIDATE INFORMATION

NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

This endorsement was approved by our school district's board of trustees at a duly called meeting on \_\_\_\_\_.  
(Date)

Best regards,

\_\_\_\_\_  
(Signature of board president or officer)

NAME: \_\_\_\_\_

SCHOOL DISTRICT: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ ZIP: \_\_\_\_\_

This form is to be used to endorse a nominated individual from a board of trustees within your TASB Region who is a timely candidate for a position on the TASB Board of Directors.

**Must be received in the TASB Austin Headquarters on or before AUGUST 29, 2017.**

**RETURN TO:** TASB, Inc.  
Attn: Board and Management Services  
P.O. Box 400  
Austin, Texas 78767-0400  
**E-mail: [lysa.hoelscher@tasb.org](mailto:lysa.hoelscher@tasb.org)**  
FAX: 512.467.3554

# Official Delegate Designation Form

**Please note:**

- Only board members of TASB Active Members (public schools and ESCs) may serve as delegates or alternates.
- TASB Directors and the four Legislative Advisory Council (LAC) members serving on the TASB Legislative Committee are delegates by virtue of their positions. If one of your board members is also a TASB Director or one of the four LAC representatives, do not designate this member; he or she will already be participating as a voting delegate in the Assembly.
- If you are designating an individual newly elected to your board, please update your district's membership information in myTASB. The update form is available under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>). If you have any questions about updating your membership information, contact Anisa Pope (contact information located at bottom of page).
- You also may submit your designation online. The online form is available in myTASB under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>).

**Delegate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Alternate:** \_\_\_\_\_

Board position: \_\_\_\_\_ E-mail: \_\_\_\_\_

Mailing address (if NOT the district address) for Delegate Assembly materials:

\_\_\_\_\_

**Name of school district:** \_\_\_\_\_

**County-district number:** \_\_\_\_\_ **TASB (ESC) region number:** \_\_\_\_\_

I hereby certify that the above persons were chosen by our board as our official voting delegate and alternate to the 2017 TASB Delegate Assembly in Dallas, Texas, on October 7, 2017 (as provided by the TASB Bylaws).

Board president's signature: \_\_\_\_\_ Date: \_\_\_\_\_

*Please return your board's designations online or to the address below by Sept. 8, 2017, to receive Delegate Assembly packets by mail. Delegates submitted after Sept. 8 will need to be registered on site by the Credentials Committee and receive their packets at that time.*

Texas Association of School Boards  
Attn: Anisa Pope  
P.O. Box 400  
Austin, Texas 78767-0400



Fax: 512.467.3554

Questions? Contact Anisa Pope at 800.580.8272 or [anisa.pope@tasb.org](mailto:anisa.pope@tasb.org).



**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		



ORDINANCE TO SET TAX RATE

Date 8-21-17

On this date, we, the Board of Trustees of the Marble Falls Independent School District, hereby levy or set the tax rate on \$100 valuation for the District for the tax year 2016 at a total tax rate of \$1.2786, to be assessed and collected by the duly specified assessor and collector as follows:

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

\$0.2253 for the purpose of payment of principal and interest on debts.

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

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

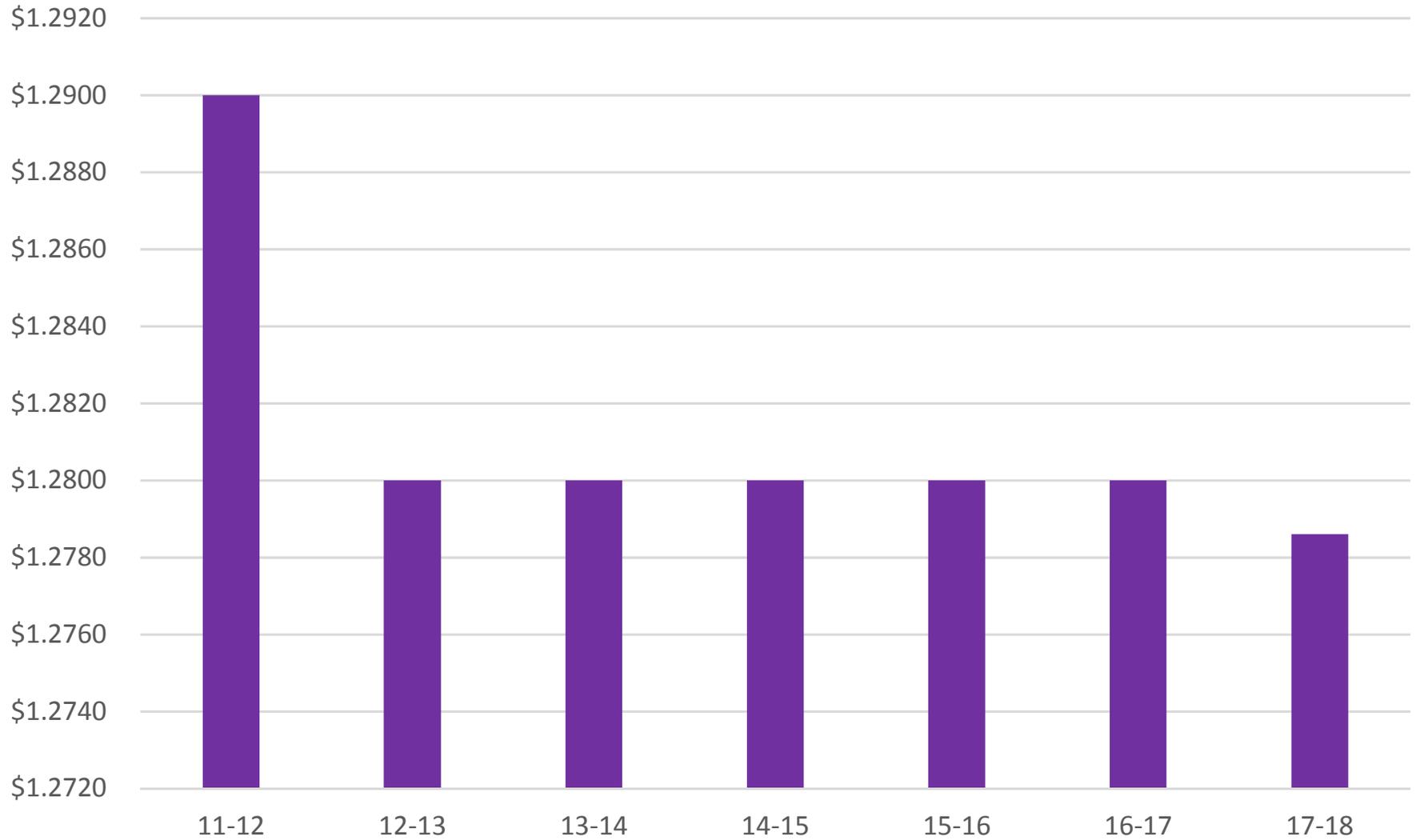
IN CERTIFICATION THEREOF:

Signed: \_\_\_\_\_  
President

Attest: \_\_\_\_\_  
Secretary

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

## Total Tax Rate by Year





**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		

<b>PO DATE</b>
<b>08/08/2017</b>



INVOICE TO:  
 MARBLE FALLS ISD  
 ATTN: ACCOUNTS PAYABLE  
 1800 COLT CIRCLE  
 MARBLE FALLS, TX 78654  
 PHONE: 830-693-4357  
 FAX: 830-693-5685

<b>PURCHASE ORDER NUMBER</b>
<b>9511800099</b>

VENDOR KEY : BUCKEYE 001  
 SHIP DATE : 07/20/2017  
 FISCAL YEAR : 2017-2018  
 ENTERED BY : LEYVAYAD000

PRINTED 08/14/2017

VENDOR:  
 BUCKEYE CLEANING CENTER - AUSTIN  
 720 BASTROP HWY STE 203  
 AUSTIN, TX 78741-3652

SHIP TO:  
 MARBLE FALLS ISD/MAINTENANCE DEPT  
 306 INDUSTRIAL BLVD  
 MARBLE FALLS, TX 78654-4732

PHONE: (512) 386-7888 FAX: (512) 386-7885

ATTN: STEPHEN BRINKLEY

QUANTITY	UNIT	DESCRIPTION OF ITEMS OR MATERIALS	UNIT PRICE	AMOUNT				
1	EA	BUYBOARD CONTRACT# 490-15 MT-CUST. SUPPL. OPEN P.O NO SHIPPING  <p style="text-align: center;"><b>ACCOUNT SUMMARY (FOR INTERNAL USE)</b></p> <table border="0" style="width: 100%;"> <tr> <td style="width: 60%;"><b>ACCOUNT NUMBER</b></td> <td style="text-align: right;"><b>ACCOUNT AMOUNT</b></td> </tr> <tr> <td>199 E 51 6319 10 951 0 99 0 00</td> <td style="text-align: right;">30,000.00</td> </tr> </table> Please use Purchase Order Number on all Correspondence Changes or substitutions will not be permitted without prior approval. The District is not responsible for goods delivered or work done without a written order. COD shipments will not be accepted.  *****2013 PURCHASING COOP BID #7022 ***** ***** BUYBOARD CONTRACT #498-15*****	<b>ACCOUNT NUMBER</b>	<b>ACCOUNT AMOUNT</b>	199 E 51 6319 10 951 0 99 0 00	30,000.00	30000.00000	30,000.00
<b>ACCOUNT NUMBER</b>	<b>ACCOUNT AMOUNT</b>							
199 E 51 6319 10 951 0 99 0 00	30,000.00							
			<b>PAGE TOTAL</b>	30,000.00				
			<b>TOTAL</b>	30,000.00				

EXEMPT FROM LIMITED SALES, EXCISE, AND  
 USE TAX UNDER PROVISIONS OF ARTICLE  
 10.04, PARA. F, SUB-PARA. 4 OF HB 20.

PURCHASE APPROVED BY:

\_\_\_\_\_  
 BUSINESS MANAGER



**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		

## XI. Evaluator Information

### Part A: Qualifications of Independent Evaluator

Founded in 1994 as Educational Consulting Services (ECS) and incorporated in 2004 as S Corporation, [EduServ, Inc.](#) (EIN 68-0581900) has a state-wide cadre of expert professionals providing high quality consulting services including technical assistance and program evaluation to public schools, universities and non-profit organizations across the state.

Dr. David Gerabagi, a Texas LEARNS Approved Even Start Program external evaluator and a member of American Evaluation Association (UID 42438), has over 28 years of experience in program development and grant evaluation. He served as the Research Associate with IDRA and worked as Director in the division of Accountability and Assessment at Round Rock ISD. He is knowledgeable in conducting program evaluations.

EduServ has a 23-year track record of providing high quality evaluation services. Particular to the 21st Century Community Learning Centers grants EduServ has provided 21st CCLC services to the following school districts state wide:

- Marble Falls ISD,
- Lewisville ISD,
- Bastrop ISD, Mason ISD,
- Manor ISD, Birdville ISD,
- Round Rock ISD,
- Temple ISD – Federal 21st Century Program Evaluation,
- Manor ISD,
- Lubbock-Cooper ISD,
- Region 13 ESC and
- NYOS Charter School

EduServ provides process and outcome evaluations to determine the fidelity between the program in theory and the program in action, e.g., “To what degree is the 21st CCLC program being delivered as planned?” and to assess the program’s progress towards expected outcomes.

EduServ supports the sustainability of 21<sup>st</sup> Century grant. We believe 21<sup>st</sup> CCLC OST programs make a significant difference in the lives of students and works with program grantees to ensure that they are implemented successfully.

EduServ, Inc. has also been the primary evaluator for a variety of federal and state grants including, Safe Schools Healthy Students, Small Learning Communities, Comprehensive Reform, Science and Math Education, Mentoring and Professional Development Partnerships.

- Marble Falls ISD, Technical Assistance and Program Evaluation Service
- Lewisville ISD- Technology Program Evaluation
- Mason ISD, Technical Assistance on Grant Development
- Leander ISD – Safe Schools/Healthy Students
- Texas A&M University Kingsville- ESL and Adult Education Instructional Strategies Modules
- Round Rock ISD – Smaller Learning Communities Program Evaluation
- Round Rock ISD – Comprehensive School Reform Program Evaluation
- City of Cleburne -Community Center Grant Development

- Steck-Vaugh Publishing Company - Correlating ACES assessment battery to appropriate textbooks
- McGraw Hill Publishing Company - Grant Development
- Plato Learning Systems - Grant Development and Training
- Lubbock Cooper ISD – Comprehensive School Reform Program Evaluation
- Pflugerville ISD-Smaller Learning Communities Grant
- Rockdale ISD- TTIPS Grant Development Technical Assistance
- NYOS Charter School

### **Scope of Work**

Since 2013, EduServ, Inc. have been actively involved in all phases of the district's evaluation process. Dr. Gerabagi has participated in the development and modifications done to the Logic Model, site visit, online survey design and preparation, and the completion of the current evaluation report. Through monitoring and participation in each phase of the evaluation process and on-site visits to the centers, EduServ has developed a thorough knowledge of the ACE program as it exists in its current state.

The scope of work involved a variety of activities including:

1. the development of an evaluation management plan;
2. the development, administration, and collection of stakeholder surveys of teachers, students, and parents;
3. the conducting of on-site center visits for purpose of observing program activities and reporting findings to administrative program personnel;
4. providing data analysis and reports from stakeholder surveys collected;
5. providing data analysis of student demographic, performance and achievement data;
6. the assistance provided in designing the template for completion of grantee's Year Three final evaluation report and,
7. composition of the grantee final evaluation report.

## CONSULTANT AGREEMENT

This Agreement is made between EduServ, Inc, having offices at 4308 Tiffany Park Lane, Colleyville, TX 76034 ("Contractor") and Marble Falls Independent School District having its principal place of business at 1800 Colt Circle, Marble Falls, TX 78654 ("School District").

### **RECITALS**

WHEREAS, Contractor desires to provide Independent Evaluation Services for the Marble Falls Independent School District's 21<sup>st</sup> Century Learning Centers (21<sup>st</sup> CCLC) Cycle 8 Program.

WHEREAS, Marble Falls Independent School District desires to have these services provided by the Contractor.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties hereto agree as follows:

#### **I. Definitions**

"Agreement Period" means the time period of this contract (August 1, 2017 through July 31, 2018 pending funding availability).

"Program" shall mean Cycle 8 21<sup>st</sup> Century Learning Centers Program funded by the Texas Education Agency (TEA).

"Service(s)" shall mean the provision of evaluation, assessments and programmatic/ administrative technical and consultative services.

#### **II. Consideration**

The total consideration for the School District is \$28,800.00 to be paid to the Contractor in 3 installments during the period beginning August 1, 2017 and ending July 31, 2018. The contractor shall provide the School District the following services in consideration of the payments to be made under this agreement:

- Conduct process and outcome evaluation as outlined in the grant proposal
- Monitor grant performance as outline in the grant proposal
- Observe site activities and report progress to on-site and district office staff
- Provide technical assistance that is mutually agreeable between school district and consultant

#### **III. Representations, Warranties and Covenants**

Each of the parties hereto agrees that they have the authority to enter into this Agreement and to convey the rights set forth herein. Such representations, warranties and covenants contained herein shall survive the execution and delivery of the Agreement, and except as expressly set forth herein, neither party has made, and neither party is relying on, any representation or warranty, express or implied, with respect to the subject matter hereof.

#### **IV. Term of Contract, Breach of Contract and Termination**

Contractor shall have completed all services covered by this Agreement during the agreement period as required by the District and TEA. This Agreement shall terminate on July 31, 2018 unless extended by mutual agreement of the School District and Contractor.

This agreement may be terminated by the School District, if the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement and the Contractor fails to cure such default within thirty (30) days after written notice by the School District. During this period, no monetary payments will be made by the School District.

In the event of termination prior to completion of this Agreement, the Contractor shall be entitled to receive compensation for any work satisfactory to the School District completed prior to the date of termination. The School District may also terminate this Agreement at any time without cause; however, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed to the total Services of this Agreement, less any compensation previously paid.

Without prejudice to any other right or remedy available to either party at law or in equity pursuant to any event described below, this Agreement may be terminated by the School District if the Contractor or any corporate parent of the contractor shall:

- (a) have an order for relief entered with respect to it, commence a voluntary case or have an involuntary case filed against it under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect (and such order or case is not stayed, withdrawn or settled within sixty (60) days thereafter). It is the intent of the parties hereto that the provisions of Section 365(e)(2)(A) of Title 11 of the United States Code, as amended, or any successor statute thereto, be applicable to this Agreement;
- (b) file for reorganization, become insolvent or have a receiver or other officer having similar powers over it appointed for its affairs in any court of competent jurisdiction, whether or not with its consent (unless dismissed, bonded or discharged within 60 days thereafter); or
- (c) admit in writing its inability to pay its debts as such debts become due.

#### **V. Relationship of Parties**

The School District and Contractor are acting herein as independent contractors. Nothing herein shall create or be construed as creating a partnership, joint venture or agency relationship between either of the parties and no party shall have the authority to bind the other in any respect. Contractor and any person employed by or conducting business on behalf of Contractor with the School District shall not be an employee, officer or agent of the School District.

No goods or equipment shall be purchased in the name of the School District by Contractor or any person employed by or conducting business with Contractor. No debts, liabilities, obligations or contracts of whatever kind made or incurred by either of the parties hereto or any person employed by or conducting business with said party shall be in the name or upon the credit of the other party, and the other party shall not be liable or responsible therefor.

#### **VI. Retention of Rights**

The Contractor expressly warrants and represents, that it owns all materials contracted to be furnished or used by the School District and that it has the right to license the materials to the School District for use during the term of this Agreement. In the event that any of the existing materials are owned by some or other person or entity, the Contractor agrees that it will obtain the necessary written consents from said person or entity to use any such property in relation to the Services and Program.

Contractor's intellectual property, curricula, materials and works of authorship; provided however, all materials, conceptions and products arising from the Services produced or conceived by Contractor, its employees, agents,

consultants, or Subcontractors shall be the sole property of TEA. TEA shall have the exclusive rights to copyright and patent these materials, conceptions and products, subject to applicable law.

Materials developed during the course of the agreement period by District employees shall remain the property of the District and available for use within the District programs during and after the agreement period.

**VII. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of laws or principles. Any legal proceeding of any nature whatsoever brought by either party against the other to enforce any right or obligation under this Agreement, or arising out of any matter pertaining to this Agreement, shall be submitted for trial in Burnet County, Texas. The parties consent and submit to the jurisdiction of such court.

**VIII. Record Keeping**

The Contractor shall maintain in good working order and shall keep such full and detailed records as may be necessary for proper program and financial management under this Agreement and the system shall be satisfactory to the School District. Such records shall be made available for review upon request within five business days by the School District.

**IX. Commencement and Terms**

Notwithstanding the term set out in this Agreement, the Agreement will only be valid and shall cover services during the period August 1, 2017 through July 31, 2018. The School District will use its best efforts to obtain and appropriate funds for this Agreement. However, the District retains the continued right to terminate this Agreement if the Texas Education Agency fails to reimburse the School District for payment at any point during the term of this Agreement for any services covered by grant funds.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed effective on the 1st day of August, 2017.

Marble Falls Independent School District

CONTRACTOR: EduServ, Inc

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
Signature

Dr. Chris Allen

David Gerabagi, Ph.D.

Name Authorized Representative (please print)

Name Authorized Representative (please print)

\_\_\_\_\_  
Superintendent

Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Address for Contacts and Notices:**

**Address for Contacts and Notices:**

Marble Falls Independent School District  
Attn: **Dr. Chris Allen**  
1800 Colt Circle  
Marble Falls, TX 78654  
Phone: (830) 693-4357 Fax: (830) 693-5685  
E-Mail: [callen@mfisd.txed.net](mailto:callen@mfisd.txed.net)

**Eduserv, Inc.**  
Attn: **David Gerabagi**  
4308 Tiffany Park Lane  
Colleyville, TX 76034  
Phone: 817-999-9919  
E-Mail: [david\\_gerabagi@hotmail.com](mailto:david_gerabagi@hotmail.com)

**Attachments:**

Exhibit A:  
Statement of Work and Project Schedule

Exhibit B:  
Compensation Amount and Payment Schedule

EXHIBIT A  
STATEMENT OF WORK and PROJECT SCHEDULE

1. **Title of Project:** 21st Century Community Learning Centers

2. **Scope of Work:**

Using proven and effective methods of program evaluation, the contractor will provide an independent analysis of the activities and actions undertaken by participating 21<sup>st</sup> CCLC sites in their efforts to establish or expand community learning centers that provide students with academic enhancement activities, along with activities designed to complement the student's regular academic program. Included in the contractor's program evaluation will be a complete independent analysis of program results with accompanying contractor conclusions and recommendations.

3. **Project Dates:**

Project start date: August 1, 2017

Project completion date: July 31, 2018

4. **Deliverables: Services/Activities, Cost and Due Dates:**

The table below summarizes the deliverables (services/activities) the Contractor is responsible for, the cost and the date each is due.

Responsible Party: EduServ, Inc

	<b>Deliverables: Services / Activities To Be Performed</b>	<b>Due Date</b>
A	Document and validate the current status regarding the implementation of the after school program.	September 2017
B	Update the 4nd year evaluation plan that incorporates the 2016-2017 school year results.	November 2017
C	Modify if appropriate the data tracking instruments used by all participating sites.	November 2017
D	Meet and interview with sites personnel and focus groups to determine effectiveness of on-going implementation.	On-Going
E	Assist in the completion of periodic and annual reports to the state agency.	On-going
F	Provide technical and consultative services as needed.	On-going
G	Compile survey and summary data needed for annual evaluation report.	April 2018
H	Provide a written evaluation report including a thorough program performance analysis	July 2018

All Deliverables must be completed in the time frame specified above in order to maintain the herein mutually agreed upon schedule and budget. Any delay in submitting a Deliverable may result in all subsequent dates shifting by the same number of days as the delay. The Parties will make all reasonable efforts to adhere to all scheduled dates regardless of delays.

## 5. Approvals & Feedback.

All Contractor Deliverables associated with the Project will be subject to approval and acceptance by MFISD ("Approvals"). Approvals are based on MFISD and Funding Agency standards. In the event that MFISD denies an Approval, MFISD will submit to Contractor a written description of why an Approval was withheld and recommend a course of action and required fixes ("Feedback"), all of which Contractor will be responsible for implementing as a prerequisite for receiving Approvals. Deliverables that do not receive Approvals will be modified by Contractor to comply with Feedback and resubmitted to MFISD for Approvals. This process will repeat itself until all Deliverables comply with Feedback. Project shall not be deemed complete until Contractor receives all the scheduled MFISD Approvals.

Due Dates for MFISD Approval or Feedback: 30 days from receipt of service/activity results report assuming that Contractor's Deliverables:

- (i) Are submitted to MFISD on schedule
- (ii) Meet MFISD's implementation standards

Exhibit B

COMPENSATION AMOUNT AND PAYMENT SCHEDULE

Contractor will submit invoices payable upon Contractor reaching the Specific Project Milestones set forth in the table below:

Specific Project Milestones	Target Dates	Payment
1. Written evaluation plan developed by contractor and approved by program staff. Survey instruments developed by contractor including determination of data tracking instruments to be used.	November 30, 2017	
2. Fall interviews conducted with center SC's and corresponding reports submitted to program staff.	December 15, 2017	\$9600.00
Spring site visits to each center conducted and corresponding reports submitted to program staff. Fifty percent of identified data needed for written evaluation is received by contractor.	April 30, 2018	\$9600.00
3. 100% of identified data needed for written evaluation is received by contractor and final written program evaluation is submitted to TEA and to program staff...to include all data needed for TX 21 <sup>st</sup> CCLC Final Yearly Report submitted to TEASE system.	July 31, 2018	\$9600.00
		FOR A TOTAL OF \$28,800.00

MFISD reserves the right to withhold payment until Contractor reaches the payment's associated milestone and the related Deliverables are approved and accepted by MFISD.

If this agreement is terminated prior to the completion of the Project: Contractor will be paid for work performed as approved by MFISD but not yet paid by MFISD.





**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		

## Pricing

The following pricing for quote number 26072 has been prepared exclusively for Marble Falls Independent School District on July 27, 2017.

Products			
Name/Description	Price	Qty	Subtotal
What On Earth? (Elementary School) - 4 units	\$9,580.00	1	<b>\$9,580.00</b>
Shady Grove Elementary What On Earth? C17-ESITS - It's Phenomenal C17-ESOFF - Off the Beaten Path C17-ESCAN - Can You Dig It? C17-ESITA - It All Adds Up  Retails for \$10,380.00, you save \$800 for bundle and loyalty discount			
2017-2018 Summer Spectacular (Elementary School)	\$2,995.00	1	<b>\$2,995.00</b>
Shady Grove Elementary C17-ESSUM  C16-ESGLO - GLOBAL TREASURES: Academic Enrichment (36 hours programming) IK-EXPLORATORIUM: Imagine Kit (50 hands-on activities) IK-DREAM TEAMS!: Imagine Kit (50 hands-on activities)  Retails for \$3995.00, you save \$1000 for bundle and loyalty discount			
Freight	\$550.00	1	<b>\$550.00</b>
\$100 per academic unit \$150 for Summer spectacular			
Subtotal:			<b>\$13,125.00</b>

**Total cost: \$13,125.00**

## Getting Started

This quote number 26072 has been prepared exclusively for Marble Falls Independent School District on July 27, 2017 and is valid for 30 days.

To get started, simply click the "**Place Your Order**" button at the lower right of this screen. You will be invoiced after each product shipment to the billing address on your Purchase Order or the address you specify in the Billing and Shipping Information. No payment is required at the time you accept this quote.

If you are not using a purchase order, please download and complete the [Billing & Shipping Information PDF](#). You may either print and fax or save and email the information, along with your purchase order and sales tax information, to 214-206-1758 or sales@mindworksresources.com so we can complete your order.

Curriculum products specified in this quote are licensed for the named sites and for the period starting July 28, 2017 and ending July 31 of the following calendar year.

If you have any questions, please call us or click the "Discuss" link at the top of your online quote. And thank you again for choosing MindWorks Resources as your trusted afterschool partner!

Signed by:

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Marble Falls Independent School  
District

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Date

RJ Richey

## Pricing

The following pricing for quote number 26087 has been prepared exclusively for Marble Falls Independent School District on Aug. 10, 2017.

Products			
Name/Description	Price	Qty	Subtotal
What On Earth? (Elementary School) - 4 units	\$9,580.00	1	<b>\$9,580.00</b>
RJ Richey Elementary What On Earth? C17-ESITS - It's Phenomenal C17-ESOFF - Off the Beaten Path C17-ESCAN - Can You Dig It? C17-ESITA - It All Adds Up  Retails for \$10,380.00, you save \$800 for loyalty and bundle pricing			
2017-2018 Summer Spectacular (Elementary School)	\$2,995.00	1	<b>\$2,995.00</b>
RJ Richey Elementary C17-ESSUM C16-ESGLO - GLOBAL TREASURES: Academic Enrichment (36 hours programming) IK-EXPLORATORIUM: Imagine Kit (50 hands-on activities) IK-DREAM TEAMS!: Imagine Kit (50 hands-on activities)  Retails for \$3995.00, you save \$1000 for loyalty and bundle pricing			
Freight	\$550.00	1	<b>\$550.00</b>
\$100 for each academic unit \$150 for summer spectacular			
Subtotal:			<b>\$13,125.00</b>

**Total cost: \$13,125.00**

## Getting Started

This quote number 26087 has been prepared exclusively for Marble Falls Independent School District on Aug. 10, 2017 and is valid for 30 days.

To get started, simply click the "**Place Your Order**" button at the lower right of this screen. You will be invoiced after each product shipment to the billing address on your Purchase Order or the address you specify in the Billing and Shipping Information. No payment is required at the time you accept this quote.

If you are not using a purchase order, please download and complete the [Billing & Shipping Information PDF](#). You may either print and fax or save and email the information, along with your purchase order and sales tax information, to 214-206-1758 or [sales@mindworksresources.com](mailto:sales@mindworksresources.com) so we can complete your order.

Curriculum products specified in this quote are licensed for the named sites and for the period starting Aug. 10, 2017 and ending July 31 of the following calendar year.

If you have any questions, please call us or click the "Discuss" link at the top of your online quote. And thank you again for choosing MindWorks Resources as your trusted afterschool partner!

Signed by:

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Marble Falls Independent School  
District

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Date

## Pricing

The following pricing for quote number 26086 has been prepared exclusively for Marble Falls Independent School District on Aug. 9, 2017.

Products			
Name/Description	Price	Qty	Subtotal
What On Earth? (Elementary School) - 2 units	\$4,940.00	1	<b>\$4,940.00</b>
Bertram Elementary What On Earth? C17-ESITS - It's Phenomenal C17-ESCAN - Can You Dig It? Retails for \$5190.00, you save \$250.00 for loyalty and bundle pricing			
Freight	\$100.00	2	<b>\$200.00</b>
Subtotal:			<b>\$5,140.00</b>

**Total cost: \$5,140.00**

## Getting Started

This quote number 26086 has been prepared exclusively for Marble Falls Independent School District on Aug. 9, 2017 and is valid for 30 days.

To get started, simply click the "**Place Your Order**" button at the lower right of this screen. You will be invoiced after each product shipment to the billing address on your Purchase Order or the address you specify in the Billing and Shipping Information. No payment is required at the time you accept this quote.

If you are not using a purchase order, please download and complete the [Billing & Shipping Information PDF](#). You may either print and fax or save and email the information, along with your purchase order and sales tax information, to 214-206-1758 or sales@mindworksresources.com so we can complete your order.

Curriculum products specified in this quote are licensed for the named sites and for the period starting Aug. 10, 2017 and ending July 31 of the following calendar year.

If you have any questions, please call us or click the "Discuss" link at the top of your online quote. And thank you again for choosing MindWorks Resources as your trusted afterschool partner!

Signed by:

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Marble Falls Independent School  
District

---

Date

<b>Products</b>			
<b>Name/Description</b>	<b>Price</b>	<b>Qty</b>	<b>Subtotal</b>
What On Earth? (Elementary School) - 2 units	\$4,940.00	1	<b>\$4,940.00</b>
Highland Lakes Elementary What On Earth? C17-ESITS - It's Phenomenal C17-ESCAN - Can You Dig It? Retails for \$5190.00, you save \$250.00 for loyalty and bundle pricing			
2017-2018 Summer Spectacular (Elementary School)	\$3,495.00	1	<b>\$3,495.00</b>
Highland Lakes Elementary C17-ESSUM C16-ESGLO - GLOBAL TREASURES: Academic Enrichment (36 hours programming) IK-EXPLORATORIUM: Imagine Kit (50 hands-on activities) IK-DREAM TEAMS!: Imagine Kit (50 hands-on activities) Retails for \$3995.00, you save \$500 for loyalty and bundle pricing			
Elementary STEM K-2nd	\$1,295.00	1	<b>\$1,295.00</b>
Highland Lakes Elementary EK-ESSTEM-K-2nd			
Elementary STEM 3rd-5th	\$1,295.00	1	<b>\$1,295.00</b>
Highland Lakes Elementary EK-ESSTEM-3rd-5th			
Freight	\$450.00	1	<b>\$450.00</b>
\$100 for each academic unit \$50 for each stem kit \$150 for Summer Spectacular			
Subtotal:			<b>\$11,475.00</b>

**Total cost: \$11,475.00**

## Pricing

The following pricing for quote number 26088 has been prepared exclusively for Marble Falls Independent School District on Aug. 10, 2017.



## What on Earth! - Melanie

**Prepared For**

Melanie Schilling

Marble Falls Independent School  
District

**Created By**

Tiffany Stillwell

MindWorks Resources

888-440-MIND (6463)

[tstillwell@mindworksresources.com](mailto:tstillwell@mindworksresources.com)

<http://www.AfterSchoolCurriculum.com>

## Welcome

Thanks for the opportunity to serve you again!

We know you have a choice when it comes to your afterschool needs, and we're grateful for the opportunity to partner with your program.

Please let me know if there's any other way I can be of assistance to you.

Educationally yours,

Tiffany Stillwell  
214-206-1512 ext 1005  
[www.afterschoolcurriculum.com](http://www.afterschoolcurriculum.com)

## About Tiffany



**Tiffany Stillwell**  
Education Consultant

Your students are going to love their experience and we look forward to hearing about the great things that are happening during "MindWorks time"!

MindWorks Resources is proud to be a woman-owned, historically underutilized business.

Purchase orders can be faxed to:  
214.206.1758

Purchase orders and payment can be sent to:  
P.O. Box 2771  
Coppell, Tx 75019

## Order FAQs

### Product Licensing

**How are products licensed?** MindWorks grants a non-exclusive, royalty-free license to use the products specified on the quote for use on the sites and for the number of students specified.

**How long is my license good for?** Curriculum may only be used for the term specified on your quote. Imagine Kits do not have a limit on the term of use and may be used year after year.

**I have multiple sites or campuses. Can I share your products between them?** MindWorks Curriculum is only licensed for the sites named on this quote and may not be used on any other sites. Imagine Kits may not be used by more than one site at a time. Product licenses may not be transferred or reassigned to any other person or entity, and products may not be copied, published, reproduced, or resold, except for physical copies of select pages (e.g. -pre and post-tests) as necessary to implement the activities on the sites for which they are licensed.

### Billing and Payment

**Do I have to provide a purchase order?** No. However, an approved purchase order is required to extend net terms for an order, otherwise payment is required in advance. Any past due invoices may result in future shipment delays.

**Do I need to provide a credit card when I place my order?** No. We will invoice you after you have placed your order and provided your billing and shipping information. If you are not using an approved purchase order, you will need to pay your invoice in full with an accepted form of payment prior to your items being shipped.

**How will I be invoiced?** Invoices will be mailed to the billing address specified on your purchase order. If your organization doesn't utilize purchase orders, invoices will be mailed to the billing address provided at the time you place your order.

**What forms of payment do you accept?** Payment may be provided via bank check or electronic funds transfer (EFT) according to the payment terms specified on your invoice.

**Will I be charged sales tax on my order?** Sales tax of 8.25% will be applied to all orders shipped within the state of Texas unless a current Texas Sales and Use Tax Exemption Certificate is presented at the time of purchase.

**My organization is tax exempt in another state. Do you still need my sales tax certificate?** Yes, please. While we don't currently collect sales tax outside of Texas, we request that all tax-exempt customers provide a sales and use tax exemption certificate for our files, regardless of state. Non-exempt customers may be liable for reporting and paying use tax on purchases made from MindWorks in accordance with your specific state laws.

### Product Availability and Shipping

**When will my products ship?** Currently available curriculum units and other products that are in-stock will generally ship within one business day from the time your purchase order or payment is received. In-stock products are subject to availability on a first-come, first-serve basis. Future curriculum units will have an availability date specified on the quote.

**Where will my products ship?** Your products will ship to the address specified on your purchase order. If you require shipments to multiple addresses, please submit a purchase order for each address, or use the [Billing & Shipping Information PDF](#) to communicate the addresses to your account manager. Please make sure your account manager is aware of any shipping address changes you wish to make.

**What shipping methods do you use?** We ship most orders using FedEx Ground. However, some orders may be shipped via USPS, LTL freight, or other similar method depending on the volume and destination address. International orders and orders outside the lower 48 states will be shipped with the most appropriate and cost-effective carrier.

**What addresses can you ship to?** We can ship anywhere in the world. For orders within the lower 48 states, a physical address is required. P.O. boxes may be used for shipping to Alaska, Hawaii, the U.S. Territories, and APO/FPO addresses. When you place your order, please ensure that the address information you provide is complete and accurate so that you won't be responsible for any additional carrier surcharges resulting from inaccurate shipping information.

## Activities and Materials

**Are the activities and materials right for my program?** We certainly hope so! However, we serve a wide range of customers and students with differing backgrounds and ability levels. Therefore, we recommend that you review all activities and materials prior to use and implement them under careful adult supervision at all times to ensure proper use and a safe, beneficial learning experience. MindWorks is not responsible for any damages, injuries, offense, or any other claims as a result of the use of the activities or materials provided.

**Will the materials we receive be age appropriate?** We make every effort to ensure materials are age appropriate, including providing different activities and materials for elementary K-1st, 2nd-5th, and middle school students. And, when shopping for materials, we select books, DVDs, and games that are specifically rated for the age appropriateness of the activities we are providing whenever possible.

**Can I make materials generally available to my students?** Yes. The materials are yours to use however you want. However, please be aware that MindWorks cannot review and endorse all portions of books, DVDs, and other materials that aren't specifically used within the MindWorks activities. Materials should only be made available to your students at your discretion, and always used under direct adult supervision. If MindWorks is aware of any content that might warrant special consideration, we'll do our best to let you know.

**Can I modify an activity to better meet the needs of my students?** Yes. If you feel that an activity can be modified to better meet the needs of your students, you may do so at your discretion for your own personal use. However, no derivative works may be produced, published, sold, or distributed based on our activities.

## Replacements and Returns

**What if receive a missing or damaged part?** Let us know and we'll fix it right away. Please inspect all products and materials immediately for missing or damaged parts and report any issues to MindWorks within five (5) business days so we can send you a replacement as quickly as possible.

**Can I exchange my product for something different?** Sure. Simply contact us for a return authorization within five (5) business days of delivery. Authorized returns and exchanges must be received in new, unused condition, and shipped at your expense. All returns and exchanges will be charged a 20% restocking fee. Shipping charges are not refundable.

## Other Questions?

We want to make sure we've answered all of your questions. So please, feel free to ask if there's anything we've missed. You can contact your account representative or simply click the "Discuss" link at the top of your online quote.

## What on Earth?

The 2017-2018 theme, *What on Earth?*, connects core academics with fun, hands-on, student-centered learning. Each of the nine weeks units provide step-by-step teacher guides and supply kits packed with unique and interactive materials for math, science, reading, art, language and social studies. Below are the unit descriptions:



The world we live in... it's phenomenal! Explore some of the craziest natural phenomena on the planet! From frogs that rain from the sky to crawling ice that takes over homes, students will travel the world to catch glimpses of some of the most bizarre occurrences on the planet and will explore the scientific explanations for their existence. It's a phenomenal investigation of nature.

**AVAILABLE AUGUST 2017**



Amazing. Extraordinary. Unbelievable. Take a journey off the beaten path to explore some of the most unique and unforgettable cultures on Earth. Revel in the geography, foods, traditions, languages, and diversity of cities, towns, and villages both near and far. This trek to unknown lands will take students on a cultural journey of epic proportions. Encounter the unexpected... Off the Beaten Path!

**AVAILABLE OCTOBER 2017**



Unearthed neanderthal caves, the city of Pompeii, the Aztec empire, and more. Students will dig into the past as they delve into some of the greatest mysteries of all time, and explore the connections between the past and present. Archaeology, paleontology, and anthropology, blend to create an excavation of human history.

**AVAILABLE DECEMBER 2017**



It all adds up to create the world around us! The fusion of past and present, the blending of sciences, and the uniting of math and our natural world... students will see how things combine to create masterpieces, wonders, works of art, music, and life-changing scientific discoveries. Count on figuring out how mathematics manifest itself in all aspects of life to add up to one incredible planet.

**AVAILABLE MARCH 2018**

## How Our Academic Enrichment Works

**Theme = Year**

**Unit = 9 Weeks**

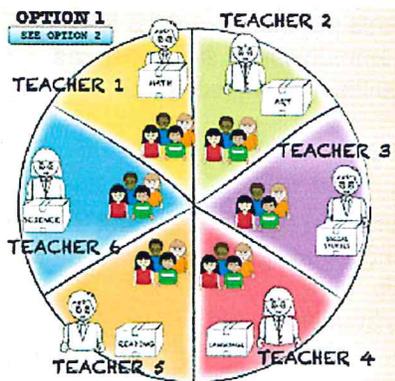
Every nine weeks you will receive 6 all-inclusive materials kits for the current unit. Each materials kit includes an Facilitator's Guide with easy, step-by-step instructions, pre- and post- tests, discussion questions, and extension activities plus all the supplies\* needed to implement each lesson.

### Your kits will include:

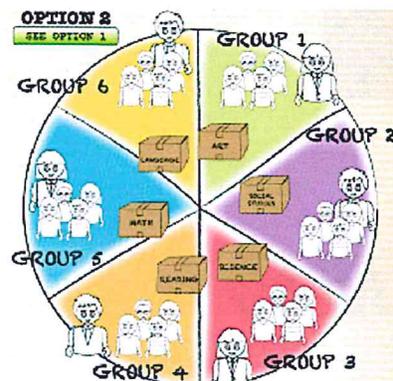
Instructor's Guides	Material Kits
Each Facilitator's Guide includes:	Materials include:
<ul style="list-style-type: none"> <li>• Step-by-Step Instructions</li> <li>• Pre- and Post- Tests</li> <li>• Discussion Questions</li> <li>• Extensions Activities</li> <li>• Entry Events</li> <li>• Career Connections</li> <li>• Project Based Learning</li> </ul>	<ul style="list-style-type: none"> <li>• Creative Games</li> <li>• Unique Craft Materials</li> <li>• Quality Literature</li> <li>• Fun Manipulatives</li> <li>• Interactive Educational Resources</li> </ul>

\*Basic materials, such as scissors, pencils, etc. are not provided by MindWorks.

1. Choose your rotation schedule.



**Option 1** – Teachers will teach the same subject for 9 weeks to a different group of students.



**Option 2** – Teachers will teach a different subject to the same group of students.

2. Divide students between the 6 subjects, up to 20 students per subject.

3. Students rotate through the subjects. Each subject will cover six days of lessons lasting 45 to 60 minutes or longer if extension activities and/or PBL are used. Students will complete all six subjects during a 9-week period.

## Imagine Kits

Imagine Kits are designed to not only meet the large and diverse amount of needs that programs face, but to do so in a way that inspires creation. Imagine Kits supply all the materials and activities your program wants and needs, and they also will inspire your kids, and facilitators, to build and express themselves, whether through teamwork, construction, or fitness kits.



Calling all budding actors and actresses! Casting Call is filled with activities to make performing arts come to life. From body language and costume design to creating sets and performing with puppets, Casting Call has you covered.



Critical thinking, problem solving, and reasoning... who knew they could be so much fun! Students have the opportunity to design, create, and build while finding ways to solve a variety of unusual and challenging problems. The stage is set for each lesson with a creative scenario in which students must find a solution. There is no right or wrong, just creativity and imagination.



MindWorks believes in the positive impact of Teamwork, Leadership, and Cooperation! Through a blend of ingenuity, collaboration, and problem-solving, students will be inspired to lead. From Getting to Know You activities designed to reveal individual student strengths to Cooperation Rocks where students put their strengths to work, TLC encourages communication skills, inspires cooperation, and builds a strong sense of community.



From the ecosystems that define our planet to the habitats of the animals that call Earth home, be a part of unforgettable explorations of this bountiful world.



Explore jobs that combine ingenuity, imagination, and a bit of elbow grease to make a difference in the world in which we live.

*Path Finders is a premium Imagine Kit.*



Let the journey begin! From Armenia to Zulu, take a whirlwind trip around the world discovering cultures, traditions, and customs of lands near and far. This fun-filled adventure goes to the far-reaching ends of the Earth in search of the most unique, bizarre, mesmerizing and fascinating parts of the planet. Passport is the trip of a lifetime!

*Coming May 2017*



From the liquids, solids, and gasses of the human body to skin-crawling truths about nasty things all around... get ready to be totally grossed out in Grossology! This kit is packed with all things sticky, smelly, slimy, and totally disgusting. It's students exploring grossness at its finest!

*Coming May 2017*





Mighty Math provides a plethora of opportunities for preschool-aged children to naturally develop mathematical skills through games and activities that stimulate curiosity and encourage an interest in math through fun. After all, math is FUN-damental!

COMING SOON: **Simply Science** is coming in 2017!



## STEM K-2

The STEM K-2 Enrichment Kit is packed with over 150 unique experiments that perfectly blend hands-on exploration with project-based learning. Students will discover the invisible world of magnetic forces, the science of bubbles, the physics of engineering, the amazing human body, the science behind magic, and so much more. The robust nature of each topic is easily delved into using the information from the Facilitator's Guide. The guide includes the STEM objectives, experiments and project details, talking points, and a slew of expanded extension activities. This original kit will engage even the youngest of learners in the world of STEM.

## STEM 3-5

The STEM 3-5 Enrichment Kit has over 160 unique experiments and activities for engaging students in hands-on exploration and project-based learning. Students will discover the physics of air-and-water powered systems, engineering through simple and complex machines, how bubbles and science are connected, the basics of electrical engineering and solar power, and much, much more! STEM topics are easily explored using the information from the Facilitator's Guide. The guide includes the STEM objectives, experiments and project details, talking points, and expanded extension activities. This original kit will have upper elementary students investigating the world of STEM.

## STEM MIDDLE

The STEM Middle School Enrichment Kit is filled with over 250 unique experiments that will immerse middle school students in inquiry-based and real-world problem-based learning that interconnects STEM subjects with everyday life. Students will explore the power of gyroscopes, tap into the world of electronics, engineer motorized vehicles controlled by wireless remote and smartphones, delve into physics through engineering marvelous models, build a 22-foot glow-in-the-dark roller coaster, just to name a few! This kit includes a Facilitator's Guide with STEM objectives, experiment details, talking points to expand learning, and creative extension activities.

[Get More Information](#)  
CONTACT US TODAY!

P.O. Box 2771  
Coppell, TX 75019

Phone: 1.888.440.MIND (6463)

Fax: 214.206.1758





**MindWorks Resources**  
P.O. Box 2771 • Coppell, TX 75019

January 18, 2017

MindWorks Resources is the sole source provider for the following titles:

MindWorks Resources After School Curriculum

Far Out

Eureka: Moments of Discovery

What on Earth?

MindWorks Resources Summer Spectacular

MindWorks Resources Imagine Kits

Artsy

Casting Call

Build It

Busy Bodies

Zany Moves

Kit Fit

Pathfinders

Project Wild

Grossology

Passport

MindWorks Resources Imagine Jr. Kits

Word Wise

Simply Science

Mighty Math

A large, stylized handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Lynly A. Stephen

CEO, MindWorks Resources





**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		



# **INTEGRATED CE S BUS**

Sales Proposal For:  
**Marble Falls ISD**

Presented By:  
**LONGHORN BUS SALES**

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**Prepared For:**

Marble Falls ISD  
DIRECTOR OF TRANSPORTATION  
2001 Broadway St.  
Marble Falls, TX 78654-4803  
(830)693 - 4357  
Reference ID: 77cmns250

**Presented By:**

LONGHORN BUS SALES  
Jeanette Javellaneda  
6921 HOMESTEAD ROAD  
HOUSTON TX 77028 -  
(713)631-9306

Thank you for the opportunity to provide you with the following quotation on a new IC Corporation vehicle. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2019 INTEGRATED CE S BUS (PB105)**

<b>APPLICATION:</b>	School Transportation
<b>MISSION:</b>	Requested GVWR: 29800. Calc. GVWR: 29800 Calc. Geared Speed: 76.0 MPH
<b>DIMENSION:</b>	Wheelbase: 276.00, CA: N/A, Axle to Frame: 157.00
<b>ENGINE, DIESEL:</b>	{Cummins B6.7 250} EPA 2017, 250 HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max) School Bus Only
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 2500_PTS} 5th Generation Controls; Wide Ratio, 5-Speed, with Overdrive; Less PTO Provision, Less Retarder, with 33,000-lb GVW & GCW Max. School Bus
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer 19060S} Single Reduction, 19,800-lb Capacity, 190 Wheel Ends Gear Ratio: 5.57
<b>TIRE, FRONT:</b>	(2) 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
<b>TIRE, REAR:</b>	(4) 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
<b>SUSPENSION, REAR, AIR, SINGLE:</b>	{International} Ride Optimized Suspension (IROS); 21,000-lb Capacity, 9.25" Ride Height, with Shock Absorbers
<b>PAINT:</b>	Cab schematic 100NB Location 1: 4421, School Bus Yellow (Std) Chassis schematic N/A

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
PB10500	Base Chassis, Model INTEGRATED CE S BUS with 276.00 Wheelbase, N/A CA, and 157.00 Axle to Frame.
1CAC	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm); 480.1" (12195mm) Maximum OAL
1LLE	BUMPER, FRONT Full Width, Aerodynamic, Heavy Duty, Steel
1LNT	CROSSING GATE, FRONT Omit Item
1SAM	CROSSMEMBER, REAR, AF (2)
1WJE	WHEELBASE RANGE 276" (700cm) Only
2ASH	AXLE, FRONT NON-DRIVING {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity
3ADB	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq. In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VCY	AIR TANK LOCATION (1) Mounted Left Side to Provide Clearance for Larger Body Builder Supplied Battery Box
4WZT	GVWR LIMITATION FOR BUS with Air Brakes, Limited to 33,000-lbs Maximum to meet FMVSS 105 Requirements, for Conventional Bus
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black
5PRR	STEERING GEAR {TRW (Ross) TAS66} Power
7BLA	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail, for Long Horizontal Tail Pipe
7WBL	TAIL PIPE Long Horizontal, Exits Left Side Through Bumper
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8GXK	ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt 325 Amp. Capacity, Pad Mount, with Remote Sense
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total
8TTK	BATTERY BOX Steel, with Sliding Tray, 25.25" Wide, for Standard Batteries, Mounted Left Side Behind Front Axle Perpendicular to Frame Rail
8VAZ	HORN, ELECTRIC (2) Trumpet Style, Mounted on Top of Mega-Bracket
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
9WAB	HOOD TILT ASSIST {EASY TILT} Mechanical
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
10020	CHASSIS PAINT Full Chassis
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10788	PAINT TYPE Urethane, One or Two Colors, Other than Imron or International.
10AA Y	OVER THE AIR PROGRAMMING for Cummins Engines
10XAK	PROMOTIONAL PACKAGE 7 Year Unlimited Miles/km Warranty, Limited Time Program for Allison 2000 Series Transmission on School and Commercial Buses (Supplied directly through Allison)
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EJT	ENGINE, DIESEL {Cummins B6.7 250} EPA 2017, 250 HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 250 Peak HP (Max) School Bus Only
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On
12UGN	THROTTLE, HAND CONTROL Electronic
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler. with In-Tank Transmission Cooler
12VBR	AIR CLEANER with Service Protection Element
12VVN	CRUISE CONTROL Electronic
12VWH	GOVERNOR Electronic Road Speed Type; for Electronic Engines and Bus Models; with 55 MPH Default
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XZE	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2017
13ART	TRANSMISSION, AUTOMATIC {Allison 2500_PTS} 5th Generation Controls; Wide Ratio, 5-Speed, with Overdrive; Less PTO Provision, Less Retarder, with 33,000-lb GVW & GCW Max. School Bus
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints
13WYV	SHIFT CONTROL PARAMETERS Allison 1000 or 2000 Series Transmissions, 5th Generation Controls, with EcoCal and Dynamic Shift Sensing (FuelSense Basic)
14AGM	AXLE, REAR, SINGLE {Dana Spicer 19060S} Single Reduction, 19,800-lb Capacity, 190 Wheel Ends . Gear Ratio: 5.57
14TBS	SUSPENSION, REAR, AIR, SINGLE {International} Ride Optimized Suspension (IROS); 21,000-lb Capacity, 9.25" Ride Height, with Shock Absorbers
15SHU	FUEL TANK Top Draw; Rectangular, Steel; 100 U.S. Gal., 397 L Capacity, Mounted Between Frame Sidemembers and Behind Rear Axle, Includes Protective Cage and with Fuel Filler Assembly and Vent Hosing
15WDT	DEF TANK 12 U.S. Gal. 45.4L Capacity, Frame Mounted Outside Right Rail, Behind 0 Bow
16010	COWL Flat Back
16HBA	GAUGE CLUSTER English with English Electronic Speedometer

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b>Code</b>	<b>Description</b>
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29580	WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings
47AGK	BODY, BUS Conventional; 78" Headroom, 34'2" Body Length, 77 Passenger, 276" WB
47AJA	BODY CERTIFICATION TAG Metal
47AJC	BODY TAG, METAL Capacity to Include the Total Number of Passengers
47AJW	STEP, FRONT ENTRANCE DOOR 27 1/4" Depth; 14ga Steel
47AMA	FASTENERS, EXTERIOR MOUNTED Stainless Steel Screws; for Fender and Body Exterior Rear View Mirrors, Bumper Mounted Crossing Gate and Body Mounted Stop Arm
47APJ	BODY RATING TAG Metal; for State of Texas, Includes Design Capacity and Seat Capacity
47APR	HEADLINER, BODY Conventional; 25'11"-34'11" Body Length, Perforated Full Length with Sound Insulation Full Length
47APX	FASTENERS, HEADLINER Screws
47ARH	BOWS, ROOF 14 ga., One Piece Construction
47ARP	LIGHT BARS Plastic
47ASG	SKIRT, BODY for Conventional, 14 1/2", 16ga
47AUR	TIE DOWNS, BODY Grade 8 Bolts, Every Body Section
47AXT	RUB RAILS, BODY (4) Conventional; Steel, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", Body Length, Includes Snow Rail
47AYB	BODY, REAR Includes Emergency Door
47AZE	SIDE SHEET, BODY, EXTERIOR Conventional, 16ga., Smooth, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", Body Length
47AZL	FLOOR, BODY with Wheel Wells
47BAR	SUPPORTS, REAR BUMPER Bolted to Frame
47BAU	BUMPER, REAR Painted; 12" High, 3/16" Thick, with 7" Hole for Exhaust
47BBH	LINING, SIDE INTERIOR, LOWER Embossed Steel, Clear Coated
47BEX	SEALER Water-proof Sealer on all Floor Covering Seams
47BKK	LETTERS, SCHOOL BUS FRONT/REAR Decal; "SCHOOL BUS"; with 8" Black Reflective Letters, 3M Fluorescent Diamond Grade, Yellow On Front and Rear Cap
47DAJ	COVER, REAR DOOR INSIDE HANDLE Partial Coverage
47DAK	FASTENERS, REAR DOOR Bolts and Nutserts, Rear Door To Body
47DBP	DOOR, ENTRANCE, FRONT Air, Outward Opening, with Split Pane Glass
47DDE	HANDLE, ASSIST, ENTRANCE DOOR Outside Entrance

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
47DDH	HOLD BACK, REAR DOOR Stationary, No Cables, with Plastic Cover
47DDU	LATCH, REAR DOOR One Point Slide Bar, Cam Operated, with One Inch Stroke
47DEH	LOCK, VANDAL, ENTRANCE DOOR for Air, Electric Control, with Key Switch
47DEK	LOCK, VANDAL, REAR DOOR with Ignition Starter Interlock
47DEY	HANDLE, EXTERIOR, REAR Emergency Door; Yellow
47DNK	SWITCH, LOCATION Steering Wheel; Includes Master Flasher, Flasher On/Off, Red Override, and Door Control
47DXG	FASTENERS, HANDRAIL Plusnuts & Screws
47EBM	HOLD DOWN, BATTERY For (2) Standard Size Batteries
47ECS	COMPARTMENT, TOOL, FWD LEFT Aft of Standard Battery Box, Key Lock, 13"x 15"x 25 1/2"
47KDC	MONITOR, POST TRIP INSPECTION {Leave No Student Behind} Accessory Controlled, with Push Button Alarm Disable at Rear of Bus Prompts Driver to Walk to Back of Bus and Push Button in Light Bar to Deactivate System
47LAB	NOISE REDUCTION, DRIVER FLOOR Insulation Covering Complete Driver Floor Area
47LAT	NOISE REDUCTION, ROOF BOW Conventional; Insulation, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", Body Lengths
47LAU	INSULATION, ROOF AND SIDES 1.50", All Models
47MAV	LETTERS, SCHOOL BUS SIDE Decal; "SCHOOL BUS"; in 8" Reflective Black Letters, Each Side
47MBA	UNDERCOAT, BODY Fire Resistant, Water Based, TT-C-730 Spec
47MBC	INSULATION, STEPWELL
47MJR	LETTERS, DOOR, REAR Decals; "EMERGENCY DOOR", 2" Black Letters Inside and Outside
47MNT	ARROW, RR DOOR, INSIDE Decal; Red, .75" Stroke, Indicating Handle Direction
47MRU	LETTERS, E/E WINDOW, LEFT (2) Decal Sets, "EMERGENCY EXIT", Black Inside and Outside
47MTY	WIRING DIAGRAM Schematic, Electrical
47MVA	LETTERS, HEADER Decal; "WATCH YOUR STEP", 1" Black, Above Windshield
47MVC	LETTERS, STEPWELL Decal, "WATCH YOUR STEP", 2.5" Black, Behind Door on Step Riser
47NAB	PAINT COLOR, RUB RAILS 0001 Canyon Black
47NGP	LETTERS, FUEL I.D. Paint; "DIESEL FUEL", 2" Black, Adjacent to Fuel Filler Door
47NGW	SEAL, RUB RAILS Top Edge, All Rails
47NHB	PLATE INSTR, LT. E/E WINDOW (2) Mounted Under Window
47NHL	LETTERS, E/E WINDOW, RIGHT (2) Decal Sets, "EMERGENCY EXIT", Black, Inside and Outside
47NHW	PLATE INSTR, RT. E/E WINDOW (2) Mounted Under Window
47NJA	PAINT COLOR, BODY EXTERIOR 4421 Yellow, SBNS
47NJM	PAINT FLASHER BACKGRD 0001 Canyon Black
47NJS	PAINT COLOR, BUMPER Rear; 0001 Canyon Black
47NKD	PAINT COLOR, ROOF 9219 Winter White, Beginning 5" Above Drip
47NKL	PAINT, RUB RAIL Flange to Flange

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
47NKR	PAINT COLOR, BODY INTERIOR Light Gray
47NMG	OPERATING INSTR, REAR Decal, Inside Rear Emergency Door
47NTE	LOGO, ROOF LINE Decal; Wing and Shield, First Body Section, Above Driver Window and Entrance Door Over Driver Window and Entrance Door
47NTY	PAINT HOOD AND FENDER To Match Body Exterior
47NWH	STRIPING, ROOF HATCH, REAR Decal, Perimeter, 1", Yellow, 3M Fluorescent Diamond Grade
47NWJ	STRIPING, SEATLINE {3M} 2" Yellow, Fluorescent Diamond Grade
47NWR	STRIPING, REAR END {3M} 2" Yellow Fluorescent Diamond Grade
47NWT	STRIPING, ROOF HATCH, FRONT {3M} Decal, Perimeter, 1", Yellow Fluorescent Diamond Grade
47NWU	STRIPING, E/E WINDOW, RIGHT (02) Perimeter, 1" 3M Yellow Fluorescent Diamond Grade
47NXH	STRIPING, E/E WINDOW, LEFT {3M} (02) Perimeter, 1" Yellow Fluorescent Diamond Grade
47NXN	STRIPING, PERIMETER, REAR Emergency Door; 1" Wide, 3M Fluorescent Diamond Grade, Yellow
47PBZ	HANDLE, ASSIST Windshield Side Mounted, Left and Right, Body Color
47PLX	LETTERS, DEF, I.D. Decal; "DEF ONLY", 1" Black, on DEF Filler Door
47SBB	SUB FLOOR, PLYWOOD Conventional; B-B Marine Grade, Less Sealed Edges, 5/8", 5 Ply, for 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", Body Length
47SPC	ALPHA/NUMERIC DECAL GUIDE Quantity 031-40
48ACN	SEAT BELT, DRIVER, COLOR with Blaze Orange Seat Belt Webbing
48ANE	WINDOW, ENTRANCE DOOR, TOP Laminated, Clear
48ANM	WINDOW, ENTRANCE DOOR, BOTTOM Laminated, Clear
48ANT	WINDOW, DRIVER Laminated, Clear
48APL	WINDOW, STOPS 12" Opening, Only with 78" Headroom
48ARW	WINDOW, SASH (22) 27" Sections, 9"x 23" Opening
48AUN	WINDOW, PASSENGER, TINT Conventional; 28% Light, Laminated Glass, 78" Headroom, with 31'2", 31'11", 32'8", 33'5", 34'2", 34'11" Body Length
48BAH	WINDOW, E/E, LEFT (2) Vertical Hinge
48BJA	COLOR, WINDOW FRAME, PASS Passenger Window, Natural Aluminum Finish
48BKP	WINDOW, E/E, RIGHT (2) Vertical Hinge
48GHC	HEATER, DRIVER 90,000 BTU, with Defroster and without Rear Heat Duct
48GYV	HEATER, DEFLECTOR Kit, for Driver Heater
48NAT	FITTINGS, AIR SEAT for Driver Seat
48PAM	WINDSHIELD 3 Flat Pieces, 73% Light, with Band
48PAV	WHEEL POCKET COVER Plastic, ABS
48PAY	AISLE POSITION Center, for balanced seating
48PEW	FLOOR COVERING, COLOR Gray #766
48PHR	UPHOLSTERY, PASS SEATS, TYPE Prevaill, 42 oz.; for (25-26) Seats

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

August 08, 2017

<b><u>Code</u></b>	<b><u>Description</u></b>
48PJR	FLOOR COVERING, TRIM Aluminum
48PJZ	FLOOR COVERING, TYPE {Koroseal} All Body Lengths
48PKC	HOSE CLAMPS, HEATER HOSE Constant Torque for Heater System
48PMJ	HEATER, PASS, LT REAR 84,500 BTU
48PNW	HEATER, WATER PUMP {2 MPU 12} Self Priming, with Plastic Housing
48PPC	SWITCH, HTR FAN, REAR, LT with 84,500 BTU Rear Heater Only
48PPM	HEATER CUT OFF, VALVE Ball, with Butterfly Handle
48PPP	HEATER CUT OFF, VALVE INSIDE Brass Ball, Inside Forward of Driver Heater
48PPS	ROOF VENT, FRONT Static
48PUT	NUTS, BELT MOUNTING Standard Nuts For Seat Belt Mounting
48PVA	UPHOLSTERY, DRIVER SEAT, STYLE Plain, with Cloth Insert
48PVN	UPHOLSTERY, DRIVER SEAT, COLOR Drivers Seat, Gray
48PWD	UPHOLSTERY, PASS SEATS, COLOR Gray, for Seats, Barriers and Head Bumpers
48PWR	UPHOLSTERY, DRIVER SEAT, TYPE Prevail, 42 oz.
48PXP	UPHOLSTERY, BARRIER, TYPE (1-2) Prevaill, 42 oz.
48PZP	ROOF HATCH, FRONT {Specialty 9245-0200} Emergency Exit with Alarm
48PZR	ROOF HATCH, REAR {Specialty 9245-0200} Emergency Exit with Alarm
48RAE	BARRIER, CRASH, AFT ENTRY DOOR 39", 1 Leg
48RAL	BARRIER, CRASH, AFT DRIVER 39", 1 Leg
48RDL	FAN, DEFOG LEFT OF DRIVER 6.50" Diam., Black, Mounted Left of Driver Above Windshield, 2 Speed Switch in Panel
48RGE	HAND RAIL, ENTRANCE DOOR, FWD Stainless Steel; Curved
48RGR	HAND RAIL, ENTRANCE DOOR, AFT Stainless Steel, 4", Above Step
48RLX	CUSHION, SEAT 15" Depth
48RRA	UPHOLSTERY, SEAT, STITCHING Single
48RYW	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Isolated, with 2 Position Front Cushion Adjustment, 6 to 17 Degree Seat Back Adjustment, Mechanical Lumbar Support, Includes Additional Back Padding For School Bus Use
48RZJ	STEP TREADS {Koroseal} Pebble Top with White Nosing, with Non-Metal Backing
48USV	SEAT BACK, PASSENGER High Back
48YAH	SEAT,PASS,3PT,LT,39",2 LEG {BTI Seating System} (12) High Back, with 3 Point Seat Belts
48YAW	SEAT,PASS,3PT,RT,39",2 LEG {BTI Seating System} (12) High Back, with 3 Point Seat Belts
48YDL	SEAT,PASS,3PT,RT,30",2 LEG {BTI Seating System} (01) High Back, with 3 Point Seat Belts
48YDX	SEAT,PASS,3PT,LT,30",2 LEG {BTI Seating System} (01) High Back, with 3 Point Seat Belts
49001	BODY PLAN, APPROVED VARIATION Number 001
49AGE	STOP ARM, FRONT {Specialty 2900} Air, 18" Octagon, Flashing Red Lights, 1/2" White Border, High Intensity Scotchlite, Double Sided

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
49AJH	CONNECTION, LIGHTS Cluster, Clearance and Side Marker To Tail Lights
49AKM	STOP ARM, LEFT REAR {Specialty 2901} Air, 18" Octagon, Flashing Red Lights, 1/2" White Border, High Intensity Scotchlite, Single Side
49AMD	SWITCH, DRIVER PANEL, TYPE Rocker
49AMJ	ALARM, BACKING {Ecco #575} 107 db
49AML	SWITCH, REAR DOOR BUZZER Rear Door with Knob, for State of Texas
49AMT	CIRCUIT, PROTECTION Breakers, Manual Reset in Lieu of Fuses
49ANH	SWITCH, MAGNETIC, DISCONNECT Master, Ignition Operated, All Body Circuits
49ANU	SOURCE, POWER 12 Volt DC, Mounted On Dash
49APA	LIGHT, DRIVER, CEILING Deluxe, with Separate Switch, Mounted in Light Bar
49APZ	LIGHTS, DOME Conventional; Two Full Rows Rectangular Recessed Dome Lights, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", Body Length
49ARN	LIGHT, STEP Wired to Clearance Lights
49AWU	SPEAKERS AND WIRING (6) Flush Mounted in Light Bar
49BCN	FLASHER SYSTEM (8) Warning Lights, 8-Lamp System, Electronic Relay Flasher, Non-Sequential Operation, Red Lights Activate with Door Open
49BCR	LIGHT, EXTERIOR, CHECK Automatically Activates Lights for Pre Trip Inspection
49BVE	MIRROR, CROSS VIEW, EXTERIOR {Mirror Lite High Definition Busboy} for Left & Right Side; Black
49BXN	SWITCH, RED, OVERRIDE WARNING Wired Hot, with ESC, Mounted Left of Driver
49BYC	RADIO, ENTERTAINMENT {Panasonic} AM/FM/CD Stereo, Includes Antenna and Cable, with Public Address System
49BYT	LIGHTS, STOP (2) {Sound Off} and Tail; 7" Round LED, Red
49BYV	LIGHTS, MARKER, FRONT, REAR {Sound Off} Rectangular LED, Armored, (8) Four Amber Front and Four Red Rear
49BYZ	LIGHTS, DIRECTIONAL, REAR (2) {Sound Off} LED, 7" Round Amber LED
49DAG	LIGHT, INDIC, WARNING LIGHTS LED Type; Red and Amber
49DBR	HOOD, WARNING LAMP (4) Black, 8-Lamp System, One Hood Above Two Lights
49DMU	MIRROR, REAR VIEW, EXTERIOR {Rosco} Open View, Black, Motorized, Non-Detent
49EAW	LIGHTS, MARKER, SIDE {Sound Off} Rectangular LED, Armored Type, Intermediate, Centered; Required for Units 30 Foot or Longer
49EBA	KIT, FIRST AID Plastic; 24 Unit, Spec State
49EGB	MIRROR, INSIDE 10" x 30", Clear
49ENK	VISOR, INTERIOR, LEFT FRONT 6" x 30", Transparent, For Left Windshield
49EVL	SWITCH, NOISE SUPPRESSION Actuator Legend States, "NOISE SUPP ", for Separate Solenoid, with Red Switch in Panel
49EWM	LIGHT, STROBE ECCO 6550C, low profile, double flash, 4.9" high
49GAY	KIT, BODY FLUID Texas
49GBV	WINDSHIELD WIPERS (2) Cowl Mounted

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b>Code</b>	<b>Description</b>
49GDG	PADDING COMPART ABOVE DRIVER Window; Safety Equipment, Vandal Equip Compartment with Cutout for dome light
49GDS	COMPARTMENT ABOVE DRIVER Left of the Driver
49GEH	SAFETY TRIANGLES Warning Reflectors, Mounted on Drivers Barrier Level with Top of a Modesty Shield
49GGE	FIRE EXTINGUISHER, DRIVER AREA 5 lb 2A-40BC Minimum with Flexible Hose and Metal Nozzle
49GKZ	FUEL FILLER DOOR with Non-Locking Latch
49GLA	REFLECTORS, SIDE, INTERMEDIATE (2) 3" Amber, 1 Each Side, Mounted with Screws, Below The Third Rub Rail From the Top
49GLG	REFLECTORS, SIDE, REAR (2) 3", Red, Mounted with Screws
49GLM	REFLECTORS, SIDE, FRONT (2) 3", Amber; 1 Aft Drivers Window Left, 1 Aft Entrance Door Right, Mounted with Screws
49GLP	REFLECTORS, REAR (2) 3", Red, Mounted with Screws
49GUB	CUTTER, SEAT BELT {TIE TECH Safecut} for Cutting Seat Belts
49GUM	INSPECTION PLATE Fuel Sending Unit 8" x 8" Steel
49GVC	MUD FLAPS, REAR WHEELS (2) Rubber; Behind Rear Wheels
49GWW	WINDSHIELD WASHER Kit; 6 Quart Capacity, Bottle
49GZT	FUEL FILLER PIPE Neck Cap and Vent Hosing for Use with Right Side Fill 100 Gal. Between the Rails Fuel Tanks
49JAC	DEF FILLER DOOR with Non-Locking Latch
49JBS	LIGHTS, CLUSTER {Sound Off} Oval, 1 Internal LED per Light; Amber Front and Red Rear
49JBU	LIGHT, ENTRY DOOR {Sound Off} LED; 4" Oval; Light Mounted in Skirt Behind Entrance Door, Wired To Step Light
49JBV	LIGHT, LICENSE PLATE {Sound Off} LED, with Mounting Gasket
49MZV	LATCH, COMPARTMENT Locking, for Overhead Storage Compartment
49NGJ	LIGHTS, WARNING (8) {Sound Off} (4) 7" Round Red Strobing LED and (4) 7" Round Amber Strobing LED, 2 Front, 2 Rear Each Color
49PTB	LIGHTS, DIRECTIONAL, SIDE {Sound Off} Rectangular LED Armor Type, Amber, 1 Each Side, Second Bow Section Aft of Entrance Door Between 2nd & 3rd Rub Rail
49UBZ	STATE OF OPERATION Texas
49ZNC	LIGHTS, BACK UP (2) {Sound Off} 4" Round, White, LED, with Flange
49ZNG	LIGHTS, STOP & TAIL ADDITIONAL (2) {Sound Off} 4" Round LED, Red, with Flange
50RZM	BODY PLAN, NON-SPECIAL NEEDS Conventional; 34' 02" Body Length, 76 Passenger, 276" WB, DX8430A000
7382135415	(2) TIRE, FRONT 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position
7382135415	(4) TIRE, REAR 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position

**Services Section:**

40126	WARRANTY Standard for CE, RE, BE School Bus Models, Effective with Vehicles Built March 1, 2017 or Later, CTS-3304H
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**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
40KMA	SERVICES, TOWING {Navistar} Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident
40PKZ	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 24-Month/50,000 Miles (80,000 km), Covers 100% Parts and Labor; Includes Body; Excludes Extending Warranty for Engine, Transmission, Perforation or Corrosion of Cab/Cowl Structure and Paint
49GVN	WARRANTY 5-Year, Limited PRE DELIVERY INSPECTION DOT INSPECTION WEIGHT SLIP GOVERN SPEED @ 65MPH ACT 136,000 BTU AIR CONDITIONER 10" X 30" BACK UP CAMERA IN REAR VIEW MIRROR (Andy Install) ANGELTRAX 7 HD CAMERA SYSTEM (Andy Install) CUMMINS SOFTWARE (LHB) (3 POINT SEAT BELT INCENTIVE) ***PRICE PER UNIT: 104,764.00***

**Financial Summary**  
**2019 INTEGRATED CE S BUS (PB105)**

August 08, 2017

<u>Description</u>	<u>(US DOLLAR)</u>	<u>Price</u>
Net Sales Price:		\$209,528.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an IC Corporation vehicle.

\*\*\*THIS IS BUYBOARD PRICING. BUYBOARD FEE \$800 NOT INCLUDED. PLEASE ADD\*\*\*

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

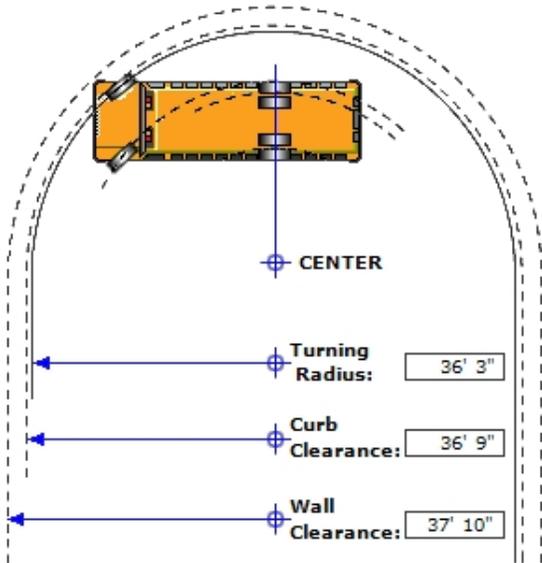
**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

**Turning Radius Summary**  
**2019 INTEGRATED CE S BUS (PB105)**

August 08, 2017



Series: INGB  
 Model: PB105  
 Description: INTEGRATED CE S BUS  
 Model Year: 2019

**Calculation Factors**

Wheelbase: 276  
 Front Axle: 0002ASH  
 Description: AXLE, FRONT NON-DRIVING, {Meritor MFS-10-122A} I-Beam Type, 10,000-lb Capacity  
 Front Wheel: 0027DUW  
 Description: WHEELS, FRONT, {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs  
 Front Tire: 07382135415  
 Description: TIRES, 11R22.5 Load Range H HSR2 (CONTINENTAL), 498 rev/mile, 75 MPH, All-Position  
 Steering Gear: 0005PRR  
 Description: STEERING GEAR, {TRW (Ross) TAS66} Power

**Turning Radius Statistics**

General Information

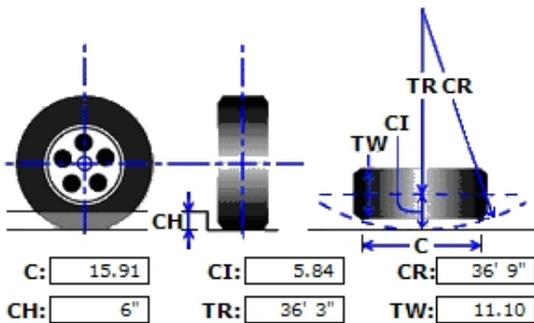
Inside Turn Angle: 50 Degrees  
 Radial Overhang: 19

Axle Information

KingPin Inclination: 6.25 Degrees  
 KingPin Center: 69

**Turning Radius - Curb View**

C - Curb Contact Length: 15.91  
 CI - Curb Clearance Increment: 5.84  
 CR - Curb Clearance Radius: 36'9"  
 CH - Curb Height: 6"  
 TR - Turning Radius: 36'3"  
 TW - Tire Width: 11.10



\* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



# **INTEGRATED CE S BUS**

Sales Proposal For:  
**Marble Falls ISD**

Presented By:  
**LONGHORN BUS SALES**

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**Prepared For:**

Marble Falls ISD  
DIRECTOR OF TRANSPORTATION  
2001 Broadway St.  
Marble Falls, TX 78654-4803  
(830)693 - 4357  
Reference ID: 54cmns240 3wc

**Presented By:**

LONGHORN BUS SALES  
Jeanette Javellaneda  
6921 HOMESTEAD ROAD  
HOUSTON TX 77028 -  
(713)631-9306

Thank you for the opportunity to provide you with the following quotation on a new IC Corporation vehicle. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2019 INTEGRATED CE S BUS (PB105)**

**APPLICATION:** School Transportation, Special Needs

**MISSION:** Requested GVWR: 29800. Calc. GVWR: 27800  
Calc. Geared Speed: 76.3 MPH

**DIMENSION:** Wheelbase: 217.00, CA: N/A, Axle to Frame: 126.00

**ENGINE, DIESEL:** {Cummins B6.7 240} EPA 2017, 240 HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max) School Bus Only

**TRANSMISSION, AUTOMATIC:** {Allison 2500\_PTS} 5th Generation Controls; Wide Ratio, 5-Speed, with Overdrive; Less PTO Provision, Less Retarder, with 33,000-lb GVW & GCW Max. School Bus

**CLUTCH:** Omit Item (Clutch & Control)

**AXLE, FRONT NON-DRIVING:** {Dana Spicer D800-F} I-Beam Type, 8,000-lb Capacity

**AXLE, REAR, SINGLE:** {Dana Spicer 19060S} Single Reduction, 19,800-lb Capacity, 190 Wheel Ends Gear Ratio: 4.88

**TIRE, FRONT:** (2) 255/70R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 566 rev/mile, 81 MPH, All-Position

**TIRE, REAR:** (4) 255/70R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 566 rev/mile, 81 MPH, All-Position

**SUSPENSION, REAR, AIR, SINGLE:** {International} Ride Optimized Suspension (IROS); 21,000-lb Capacity, 9.25" Ride Height, with Shock Absorbers

**PAINT:** Cab schematic 100NB  
Location 1: 4421, School Bus Yellow (Std)  
Chassis schematic N/A

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
PB10500	Base Chassis, Model INTEGRATED CE S BUS with 217.00 Wheelbase, N/A CA, and 126.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1CAC	FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm); 480.1" (12195mm) Maximum OAL
1LLE	BUMPER, FRONT Full Width, Aerodynamic, Heavy Duty, Steel
1LNT	CROSSING GATE, FRONT Omit Item
1SAM	CROSSMEMBER, REAR, AF (2)
1WHT	WHEELBASE RANGE 193" (490cm) Through and Including 217" (550cm)
2AEM	AXLE, FRONT NON-DRIVING {Dana Spicer D800-F} I-Beam Type, 8,000-lb Capacity
3ADA	SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 8,000-lb Capacity; with Shock Absorbers
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)
4EBS	AIR DRYER {Bendix AD-9} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXU	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Spring Brake
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NDB	BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 30/30 Sq.In. Long Stroke Brake Chamber and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM Capacity
4VCY	AIR TANK LOCATION (1) Mounted Left Side to Provide Clearance for Larger Body Builder Supplied Battery Box
4WEA	PARKING BRAKE INTERLOCK Parking Brake Cannot be Released until Ignition Switch is in the "ON" Position and the Service Brake Pedal is Applied, Use with air brake chassis only.
4WZT	GVWR LIMITATION FOR BUS with Air Brakes, Limited to 33,000-lbs Maximum to meet FMVSS 105 Requirements, for Conventional Bus
5708	STEERING COLUMN Tilting
5CAL	STEERING WHEEL 2-Spoke, 18" Dia., Black
5PRG	STEERING GEAR {TRW (Ross) TAS40} Power
7BLA	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail, for Long Horizontal Tail Pipe
7SCP	ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger
7WBL	TAIL PIPE Long Horizontal, Exits Left Side Through Bumper
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment
8GXK	ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt 325 Amp. Capacity, Pad Mount, with Remote Sense
8MKL	BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
8TTK	BATTERY BOX Steel, with Sliding Tray, 25.25" Wide, for Standard Batteries, Mounted Left Side Behind Front Axle Perpendicular to Frame Rail
8VAZ	HORN, ELECTRIC (2) Trumpet Style, Mounted on Top of Mega-Bracket
8WPB	HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8WXB	HEADLIGHT WARNING BUZZER Sounds When Head Light Switch is on and Ignition Switch is in "Off" Position
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
9WAB	HOOD TILT ASSIST {EASY TILT} Mechanical
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
10020	CHASSIS PAINT Full Chassis
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
10788	PAINT TYPE Urethane, One or Two Colors, Other than Imron or International.
10AAAY	OVER THE AIR PROGRAMMING for Cummins Engines
10XAK	PROMOTIONAL PACKAGE 7 Year Unlimited Miles/km Warranty, Limited Time Program for Allison 2000 Series Transmission on School and Commercial Buses (Supplied directly through Allison)
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12EJP	ENGINE, DIESEL {Cummins B6.7 240} EPA 2017, 240 HP @ 2400 RPM, 560 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 240 Peak HP (Max) School Bus Only
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On
12UGN	THROTTLE, HAND CONTROL Electronic
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler. with In-Tank Transmission Cooler
12VBR	AIR CLEANER with Service Protection Element
12VVN	CRUISE CONTROL Electronic
12VWH	GOVERNOR Electronic Road Speed Type; for Electronic Engines and Bus Models; with 55 MPH Default
12WAK	ENGINE SOUND ABATEMENT PACKAGE Exterior, for International Engines with Underhood Blanket and Foam Covered Splash Shields
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XZE	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2017
13ART	TRANSMISSION, AUTOMATIC {Allison 2500_PTS} 5th Generation Controls; Wide Ratio, 5-Speed, with Overdrive; Less PTO Provision, Less Retarder, with 33,000-lb GVW & GCW Max. School Bus
13WLN	TRANSMISSION OIL Synthetic; 20 thru 28 Pints
13WYV	SHIFT CONTROL PARAMETERS Allison 1000 or 2000 Series Transmissions, 5th Generation Controls, with EcoCal and Dynamic Shift Sensing (FuelSense Basic)
14AGM	AXLE, REAR, SINGLE {Dana Spicer 19060S} Single Reduction, 19,800-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.88

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b>Code</b>	<b>Description</b>
14TBS	SUSPENSION, REAR, AIR, SINGLE (International) Ride Optimized Suspension (IROS); 21,000-lb Capacity, 9.25" Ride Height, with Shock Absorbers
14WAW	FLAT FLOOR EFFECTS for Air Suspension; with Conventional Bus Models
15SBZ	FUEL TANK Top Draw; Rectangular, Steel; 65 U.S. Gal., 246 L Capacity, Includes Protective Cage and with Fuel Filler Assembly and Vent Hosing, Mounted Between Frame Sidemembers and Behind Rear Axle
15WDT	DEF TANK 12 U.S. Gal. 45.4L Capacity, Frame Mounted Outside Right Rail, Behind 0 Bow
16010	COWL Flat Back
16HBA	GAUGE CLUSTER English with English Electronic Speedometer
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16HLJ	GAUGE, DEF FLUID LEVEL
27DUW	WHEELS, FRONT {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DUW	WHEELS, REAR {Accuride 51408} DUAL DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29580	WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings
47AEU	BODY, BUS Conventional; 78" Headroom, 26'8" Body Length, +9 Section Front and Rear, 54 Passenger, 217/218 WB
47AJA	BODY CERTIFICATION TAG Metal
47AJC	BODY TAG, METAL Capacity to Include the Total Number of Passengers
47AKK	STEP, FRONT ENTRANCE DOOR 25 3/4" Depth; 14ga Steel
47AKZ	DECAL, HANDICAP (4) 6" x 6", 1 Mounted on Electrical Access Door, 1 Mounted on Lift Door Below Window Line, 1 on Left Bumper, 1 on Rear Door Between Top and Bottom Glass
47AMA	FASTENERS, EXTERIOR MOUNTED Stainless Steel Screws; for Fender and Body Exterior Rear View Mirrors, Bumper Mounted Crossing Gate and Body Mounted Stop Arm
47APJ	BODY RATING TAG Metal; for State of Texas, Includes Design Capacity and Seat Capacity
47APR	HEADLINER, BODY Conventional; 25'11"-34'11" Body Length, Perforated Full Length with Sound Insulation Full Length
47APX	FASTENERS, HEADLINER Screws
47ARH	BOWS, ROOF 14 ga., One Piece Construction
47ARP	LIGHT BARS Plastic
47ASZ	SKIRT, BODY Conventional, 20", 16ga., 25'2", 25'11", 26'8", 27'5" Body Length
47AUR	TIE DOWNS, BODY Grade 8 Bolts, Every Body Section
47AXR	RUB RAILS, BODY (4) Conventional; Steel, 25'2", 25'11", 26'8", 27'5" Body Length, Includes Snow Rail
47AYB	BODY, REAR Includes Emergency Door
47AZC	SIDE SHEET, BODY, EXTERIOR Conventional, 16ga., Smooth, 25'2", 25'11", 26'8", 27'5", Body Length
47AZK	FLOOR, BODY Flat
47BAR	SUPPORTS, REAR BUMPER Bolted to Frame

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
47BAU	BUMPER, REAR Painted; 12" High, 3/16" Thick, with 7" Hole for Exhaust
47BBH	LINING, SIDE INTERIOR, LOWER Embossed Steel, Clear Coated
47BEX	SEALER Water-proof Sealer on all Floor Covering Seams
47BKK	LETTERS, SCHOOL BUS FRONT/REAR Decal; "SCHOOL BUS"; with 8" Black Reflective Letters, 3M Fluorescent Diamond Grade, Yellow On Front and Rear Cap
47DAJ	COVER, REAR DOOR INSIDE HANDLE Partial Coverage
47DAK	FASTENERS, REAR DOOR Bolts and Nutserts, Rear Door To Body
47DBP	DOOR, ENTRANCE, FRONT Air, Outward Opening, with Split Pane Glass
47DCW	HANDLE, EXTERIOR, LIFT DOOR Single Door, Yellow
47DDE	HANDLE, ASSIST, ENTRANCE DOOR Outside Entrance
47DDH	HOLD BACK, REAR DOOR Stationary, No Cables, with Plastic Cover
47DDR	LATCH, LIFT DOOR Single, Three Point Slide Bar
47DDU	LATCH, REAR DOOR One Point Slide Bar, Cam Operated, with One Inch Stroke
47DEH	LOCK, VANDAL, ENTRANCE DOOR for Air, Electric Control, with Key Switch
47DEK	LOCK, VANDAL, REAR DOOR with Ignition Starter Interlock
47DEV	LOCK, VANDAL, SINGLE LIFT DOOR with Ignition Starter Interlock
47DEY	HANDLE, EXTERIOR, REAR Emergency Door; Yellow
47DNK	SWITCH, LOCATION Steering Wheel; Includes Master Flasher, Flasher On/Off, Red Override, and Door Control
47DWP	DOOR, LIFT Single, 43" x 69.79", Mounted Aft of Rear Wheel Pocket, with 78" Headroom
47EBM	HOLD DOWN, BATTERY For (2) Standard Size Batteries
47ECS	COMPARTMENT, TOOL, FWD LEFT Aft of Standard Battery Box, Key Lock, 13"x 15"x 25 1/2"
47KDC	MONITOR, POST TRIP INSPECTION {Leave No Student Behind} Accessory Controlled, with Push Button Alarm Disable at Rear of Bus Prompts Driver to Walk to Back of Bus and Push Button in Light Bar to Deactivate System
47LAB	NOISE REDUCTION, DRIVER FLOOR Insulation Covering Complete Driver Floor Area
47LAR	NOISE REDUCTION, ROOF BOW Conventional; Insulation, 25'2", 25'11", 26'8", 27'5" Body Lengths
47LAU	INSULATION, ROOF AND SIDES 1.50", All Models
47MAV	LETTERS, SCHOOL BUS SIDE Decal; "SCHOOL BUS"; in 8" Reflective Black Letters, Each Side
47MBA	UNDERCOAT, BODY Fire Resistant, Water Based, TT-C-730 Spec
47MBC	INSULATION, STEPWELL
47MJR	LETTERS, DOOR, REAR Decals; "EMERGENCY DOOR", 2" Black Letters Inside and Outside
47MNT	ARROW, RR DOOR, INSIDE Decal; Red, .75" Stroke, Indicating Handle Direction
47MRU	LETTERS, E/E WINDOW, LEFT (2) Decal Sets, "EMERGENCY EXIT", Black Inside and Outside
47MTY	WIRING DIAGRAM Schematic, Electrical
47MVA	LETTERS, HEADER Decal; "WATCH YOUR STEP", 1" Black, Above Windshield
47MVC	LETTERS, STEPWELL Decal, "WATCH YOUR STEP", 2.5" Black, Behind Door on Step Riser

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
47NAB	PAINT COLOR, RUB RAILS 0001 Canyon Black
47NGP	LETTERS, FUEL I.D. Paint; "DIESEL FUEL", 2" Black, Adjacent to Fuel Filler Door
47NGW	SEAL, RUB RAILS Top Edge, All Rails
47NHB	PLATE INSTR, LT. E/E WINDOW (2) Mounted Under Window
47NHL	LETTERS, E/E WINDOW, RIGHT (2) Decal Sets, "EMERGENCY EXIT", Black, Inside and Outside
47NHW	PLATE INSTR, RT. E/E WINDOW (2) Mounted Under Window
47NJA	PAINT COLOR, BODY EXTERIOR 4421 Yellow, SBNS
47NJM	PAINT FLASHER BACKGRD 0001 Canyon Black
47NJS	PAINT COLOR, BUMPER Rear; 0001 Canyon Black
47NKD	PAINT COLOR, ROOF 9219 Winter White, Beginning 5" Above Drip
47NKL	PAINT, RUB RAIL Flange to Flange
47NKR	PAINT COLOR, BODY INTERIOR Light Gray
47NMG	OPERATING INSTR, REAR Decal, Inside Rear Emergency Door
47NTE	LOGO, ROOF LINE Decal; Wing and Shield, First Body Section, Above Driver Window and Entrance Door Over Driver Window and Entrance Door
47NTY	PAINT HOOD AND FENDER To Match Body Exterior
47NWH	STRIPING, ROOF HATCH, REAR Decal, Perimeter, 1", Yellow, 3M Fluorescent Diamond Grade
47NWJ	STRIPING, SEATLINE {3M} 2" Yellow, Fluorescent Diamond Grade
47NWR	STRIPING, REAR END {3M} 2" Yellow Fluorescent Diamond Grade
47NWT	STRIPING, ROOF HATCH, FRONT {3M} Decal, Perimeter, 1", Yellow Fluorescent Diamond Grade
47NWU	STRIPING, E/E WINDOW, RIGHT (02) Perimeter, 1" 3M Yellow Fluorescent Diamond Grade
47NXH	STRIPING, E/E WINDOW, LEFT {3M} (02) Perimeter, 1" Yellow Fluorescent Diamond Grade
47NXN	STRIPING, PERIMETER, REAR Emergency Door; 1" Wide, 3M Fluorescent Diamond Grade, Yellow
47PBZ	HANDLE, ASSIST Windshield Side Mounted, Left and Right, Body Color
47PLX	LETTERS, DEF, I.D. Decal; "DEF ONLY", 1" Black, on DEF Filler Door
47SAZ	SUB FLOOR, PLYWOOD Conventional; B-B Marine Grade, Less Sealed Edges, 5/8", 5 Ply, for 25'2", 25'11", 26'8" or 27'5" Body Lengths
47SPC	ALPHA/NUMERIC DECAL GUIDE Quantity 031-40
48ACN	SEAT BELT, DRIVER, COLOR with Blaze Orange Seat Belt Webbing
48ANE	WINDOW, ENTRANCE DOOR, TOP Laminated, Clear
48ANM	WINDOW, ENTRANCE DOOR, BOTTOM Laminated, Clear
48ANT	WINDOW, DRIVER Laminated, Clear
48APL	WINDOW, STOPS 12" Opening, Only with 78" Headroom
48ARD	WINDOW, SASH (9) 27" Sections, 9"x 23" Opening
48ASR	WINDOW, SASH +9 SECTIONS (3) 9" x 32 1/4" Opening

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
48AUL	WINDOW, PASSENGER, TINT Conventional; 28% Light, Laminated Glass, 78" Headroom, with 25'2", 25'11", 26'8", 27'5" Body Lengths
48BAH	WINDOW, E/E, LEFT (2) Vertical Hinge
48BJA	COLOR, WINDOW FRAME, PASS Passenger Window, Natural Aluminum Finish
48BKP	WINDOW, E/E, RIGHT (2) Vertical Hinge
48GHC	HEATER, DRIVER 90,000 BTU, with Defroster and without Rear Heat Duct
48GYV	HEATER, DEFLECTOR Kit, for Driver Heater
48NAT	FITTINGS, AIR SEAT for Driver Seat
48PAM	WINDSHIELD 3 Flat Pieces, 73% Light, with Band
48PAY	AISLE POSITION Center, for balanced seating
48PEW	FLOOR COVERING, COLOR Gray #766
48PHE	UPHOLSTERY, PASS SEATS, TYPE Prevaill, 42 oz.; for (09-10) Seats
48PJR	FLOOR COVERING, TRIM Aluminum
48PJZ	FLOOR COVERING, TYPE {Koroseal} All Body Lengths
48PKC	HOSE CLAMPS, HEATER HOSE Constant Torque for Heater System
48PNW	HEATER, WATER PUMP {2 MPU 12} Self Priming, with Plastic Housing
48PPM	HEATER CUT OFF, VALVE Ball, with Butterfly Handle
48PPP	HEATER CUT OFF, VALVE INSIDE Brass Ball, Inside Forward of Driver Heater
48PPS	ROOF VENT, FRONT Static
48PTT	ARM REST, DRIVER, RIGHT {National}
48PUT	NUTS, BELT MOUNTING Standard Nuts For Seat Belt Mounting
48PVA	UPHOLSTERY, DRIVER SEAT, STYLE Plain, with Cloth Insert
48PVN	UPHOLSTERY, DRIVER SEAT, COLOR Drivers Seat, Gray
48PWD	UPHOLSTERY, PASS SEATS, COLOR Gray, for Seats, Barriers and Head Bumpers
48PWR	UPHOLSTERY, DRIVER SEAT, TYPE Prevail, 42 oz.
48PXP	UPHOLSTERY, BARRIER, TYPE (1-2) Prevaill, 42 oz.
48PZP	ROOF HATCH, FRONT {Specialty 9245-0200} Emergency Exit with Alarm
48PZR	ROOF HATCH, REAR {Specialty 9245-0200} Emergency Exit with Alarm
48RAE	BARRIER, CRASH, AFT ENTRY DOOR 39", 1 Leg
48RAL	BARRIER, CRASH, AFT DRIVER 39", 1 Leg
48RDL	FAN, DEFOG LEFT OF DRIVER 6.50" Diam., Black, Mounted Left of Driver Above Windshield, 2 Speed Switch in Panel
48RGE	HAND RAIL, ENTRANCE DOOR, FWD Stainless Steel; Curved
48RGR	HAND RAIL, ENTRANCE DOOR, AFT Stainless Steel, 4", Above Step
48RLX	CUSHION, SEAT 15" Depth
48RRA	UPHOLSTERY, SEAT, STITCHING Single

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b>Code</b>	<b>Description</b>
48RYW	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Isolated, with 2 Position Front Cushion Adjustment, 6 to 17 Degree Seat Back Adjustment, Mechanical Lumbar Support, Includes Additional Back Padding For School Bus Use
48RZJ	STEP TREADS {KoroSeal} Pebble Top with White Nosing, with Non-Metal Backing
48USV	SEAT BACK, PASSENGER High Back
48UYC	HEATER, REAR WALL, RT SIDE 80,000 BTU, Bergstrom
48WZW	SEAT,CHILD,LT,36",2 LEG {BTI Seating System} (03) High Back, with 3 Point Seat Belts, with Child Restraints
48XAG	SEAT,CHILD,RT,36",2 LEG {BTI Seating System} (03) High Back, with 3 Point Seat Belts and Child Restraint
48XZW	SEAT,PASS,3PT,LT,39",2 LEG {BTI Seating System} (2) High Back, with 3 Point Seat Belts
48YAK	SEAT,PASS,3PT,RT,39",2 LEG {BTI Seating System} (2) High Back, with 3 Point Seat Belts
49AHV	LIGHT, STROBE, STOP SIGN, FRT In Lieu Of Flashing Lights Furnished with Stop Sign, Speciality
49AHY	LIGHT, STROBE, STOP SIGN, REAR In Lieu of the two Flashing Lights Furnished with Stop Sign, Speciality
49AJH	CONNECTION, LIGHTS Cluster, Clearance and Side Marker To Tail Lights
49AMD	SWITCH, DRIVER PANEL, TYPE Rocker
49AMJ	ALARM, BACKING {Ecco #575} 107 db
49AML	SWITCH, REAR DOOR BUZZER Rear Door with Knob, for State of Texas
49AMT	CIRCUIT, PROTECTION Breakers, Manual Reset in Lieu of Fuses
49ANH	SWITCH, MAGNETIC, DISCONNECT Master, Ignition Operated, All Body Circuits
49ANU	SOURCE, POWER 12 Volt DC, Mounted On Dash
49APA	LIGHT, DRIVER, CEILING Deluxe, with Separate Switch, Mounted in Light Bar
49APV	LIGHT, LIFT DOOR, INTERIOR Above Lift Door, with Door Operated Switch
49APX	LIGHTS, DOME Conventional; Two Full Rows Rectangular Recessed Dome Lights, 25'2", 25'11", 26'8", 27'5" Body Length
49ARN	LIGHT, STEP Wired to Clearance Lights
49ATJ	LIGHT, INDIC, LIFT DOOR Amber; Flashing, Located in Driver Area
49BCN	FLASHER SYSTEM (8) Warning Lights, 8-Lamp System, Electronic Relay Flasher, Non-Sequential Operation, Red Lights Activate with Door Open
49BCR	LIGHT, EXTERIOR, CHECK Automatically Activates Lights for Pre Trip Inspection
49BHV	WIRING, WARNING LIGHTS (8) for 7" Red Warning Lights, Alternately Flashing, 2 Front, 2 Rear, Red Warning Lights to Operate When Lift Door is Open
49BMA	STOP ARM, FRONT {Specialty 2980} Air, Hi Intensity, LED Strobe Lights
49BVE	MIRROR, CROSS VIEW, EXTERIOR {Mirror Lite High Definition Busboy} for Left & Right Side; Black
49BWG	STOP ARM, LEFT REAR {Specialty 2981} Air, Hi Intensity, LED Strobe Lights, with Letters on Back
49BWL	LIFT, WHEELCHAIR {Braun Model NL919FIB} Gen-2, Power Pack Mounted Forward of Lift, 800-lb Capacity
49BXN	SWITCH, RED, OVERRIDE WARNING Wired Hot, with ESC, Mounted Left of Driver
49BYT	LIGHTS, STOP (2) {Sound Off} and Tail; 7" Round LED, Red
49BYV	LIGHTS, MARKER, FRONT, REAR {Sound Off} Rectangular LED, Armored, (8) Four Amber Front and Four Red Rear

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b><u>Code</u></b>	<b><u>Description</u></b>
49BYZ	LIGHTS, DIRECTIONAL, REAR (2) {Sound Off} LED, 7" Round Amber LED
49DAG	LIGHT, INDIC, WARNING LIGHTS LED Type; Red and Amber
49DBR	HOOD, WARNING LAMP (4) Black, 8-Lamp System, One Hood Above Two Lights
49DMU	MIRROR, REAR VIEW, EXTERIOR {Rosco} Open View, Black, Motorized, Non-Detent
49EAW	LIGHTS, MARKER, SIDE {Sound Off} Rectangular LED, Armored Type, Intermediate, Centered; Required for Units 30 Foot or Longer
49EBA	KIT, FIRST AID Plastic; 24 Unit, Spec State
49EGC	MIRROR, INSIDE 6" x 30", Clear Safety Glass, Metal Back, Round Corners
49ENK	VISOR, INTERIOR, LEFT FRONT 6" x 30", Transparent, For Left Windshield
49EPY	CUTTER, SEAT BELT (2) {TIE TECH Safecut} for Cutting Seat Belts
49EVL	SWITCH, NOISE SUPPRESSION Actuator Legend States, "NOISE SUPP ", for Separate Solenoid, with Red Switch in Panel
49EWM	LIGHT, STROBE ECCO 6550C, low profile, double flash, 4.9" high
49EZC	CUTTER, SEAT BELT, LOCATION (2) Centered on Inside of Driver Compartment Lid
49GAY	KIT, BODY FLUID Texas
49GBV	WINDSHIELD WIPERS (2) Cowl Mounted
49GDG	PADDING COMPART ABOVE DRIVER Window; Safety Equipment, Vandal Equip Compartment with Cutout for dome light
49GDS	COMPARTMENT ABOVE DRIVER Left of the Driver
49GEH	SAFETY TRIANGLES Warning Reflectors, Mounted on Drivers Barrier Level with Top of a Modesty Shield
49GGE	FIRE EXTINGUISHER, DRIVER AREA 5 lb 2A-40BC Minimum with Flexible Hose and Metal Nozzle
49GGW	FIRE BLANKET Deist, in Storage Container, 1st Bow Section From Rear
49GKZ	FUEL FILLER DOOR with Non-Locking Latch
49GLA	REFLECTORS, SIDE, INTERMEDIATE (2) 3" Amber, 1 Each Side, Mounted with Screws, Below The Third Rub Rail From the Top
49GLG	REFLECTORS, SIDE, REAR (2) 3", Red, Mounted with Screws
49GLM	REFLECTORS, SIDE, FRONT (2) 3", Amber; 1 Aft Drivers Window Left, 1 Aft Entrance Door Right, Mounted with Screws
49GLP	REFLECTORS, REAR (2) 3", Red, Mounted with Screws
49GMM	INTERLOCK, LIFT for FMVSS Wheel Chair Interlock Requirements; Key Off, Lift Door Must be Open before Lift can be Activated, w/ Key in "On or Accessory" Position, Park Brake Must be Applied, Transmission in Neutral, Lift Door Must be Open Before Lift Can be Activated, w/ Automatic or Precision Transmissions
49GPH	STORAGE COMPARTMENT, BELTS (3) for Sure Lok Wheelchair Belts, Mounted to Wall
49GUM	INSPECTION PLATE Fuel Sending Unit 8" x 8" Steel
49GUY	MUD FLAPS, REAR WHEELS (2) Anti-Spray and Anti-Sail; Behind Rear Wheels
49GWW	WINDSHIELD WASHER Kit; 6 Quart Capacity, Bottle
49GZX	FUEL FILLER PIPE Neck Cap and Vent Hosing for Use with Right Side Fill 65 Gal. Between the Rails Fuel Tanks

**Vehicle Specifications**  
**2019 INTEGRATED CE S BUS (PB105)**

**August 08, 2017**

<b>Code</b>	<b>Description</b>
49HEZ	TRACK, FLOOR LENGTHS 101"-150", with Full Shoulder Track
49HHB	TIE DOWN, TRACK (03) Retractable
49HJU	TIE DOWN, TRACK TYPE {Sure-Lok FF612S-4C-7} Retractable
49JAC	DEF FILLER DOOR with Non-Locking Latch
49JBG	TRACK, TYPE (BRAND) {OMNI L Track}
49JBS	LIGHTS, CLUSTER {Sound Off} Oval, 1 Internal LED per Light; Amber Front and Red Rear
49JBU	LIGHT, ENTRY DOOR {Sound Off} LED; 4" Oval; Light Mounted in Skirt Behind Entrance Door, Wired To Step Light
49JBV	LIGHT, LICENSE PLATE {Sound Off} LED, with Mounting Gasket
49MZV	LATCH, COMPARTMENT Locking, for Overhead Storage Compartment
49NGJ	LIGHTS, WARNING (8) {Sound Off} (4) 7" Round Red Strobing LED and (4) 7" Round Amber Strobing LED, 2 Front, 2 Rear Each Color
49PTB	LIGHTS, DIRECTIONAL, SIDE {Sound Off} Rectangular LED Armor Type, Amber, 1 Each Side, Second Bow Section Aft of Entrance Door Between 2nd & 3rd Rub Rail
49UBZ	STATE OF OPERATION Texas
49ZNC	LIGHTS, BACK UP (2) {Sound Off} 4" Round, White, LED, with Flange
49ZNG	LIGHTS, STOP & TAIL ADDITIONAL (2) {Sound Off} 4" Round LED, Red, with Flange
7752528132	(2) TIRE, FRONT 255/70R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 566 rev/mile, 81 MPH, All-Position
7752528132	(4) TIRE, REAR 255/70R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 566 rev/mile, 81 MPH, All-Position
OBD001	BODY PLAN, SPECIAL NEEDS BODY PLAN PENDING

**Services Section:**

40126	WARRANTY Standard for CE, RE, BE School Bus Models, Effective with Vehicles Built March 1, 2017 or Later, CTS-3304H
40KMA	SERVICES, TOWING {Navistar} Service Call to 24-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident
40PKZ	SRV CONTRACT, EXT VEH COVERAGE {Navistar} To 24-Month/50,000 Miles (80,000 km), Covers 100% Parts and Labor; Includes Body; Excludes Extending Warranty for Engine, Transmission, Perforation or Corrosion of Cab/Cowl Structure and Paint
49GVN	WARRANTY 5-Year, Limited
	PRE DELIVERY INSPECTION
	DOT INSPECTION
	WEIGHT SLIP
	10" X 30" BACK UP CAMERA IN REAR VIEW MIRROR(Andy Install)
	GOVERN SPEED @65MPH
	ACT 136,000 BTU AIR CONDITIONER

Vehicle Specifications  
**2019 INTEGRATED CE S BUS (PB105)**

August 08, 2017

**Code**

**Description**

ANGEL TRAX 5HD CAMERA SYSTEM (Andy Install)

(3PT SEAT BELT INCENTIVE)

\*\*\*PRICE PER UNIT: 99,991.00\*\*\*

**Financial Summary**  
**2019 INTEGRATED CE S BUS (PB105)**

August 08, 2017

<u>Description</u>	(US DOLLAR)	<u>Price</u>
Net Sales Price:		\$199,982.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an IC Corporation vehicle.

\*\*\*THIS IS BUYBOARD PRICING. BUYBOARD FEE \$800 NOT INCLUDED. PLEASE ADD\*\*\*

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

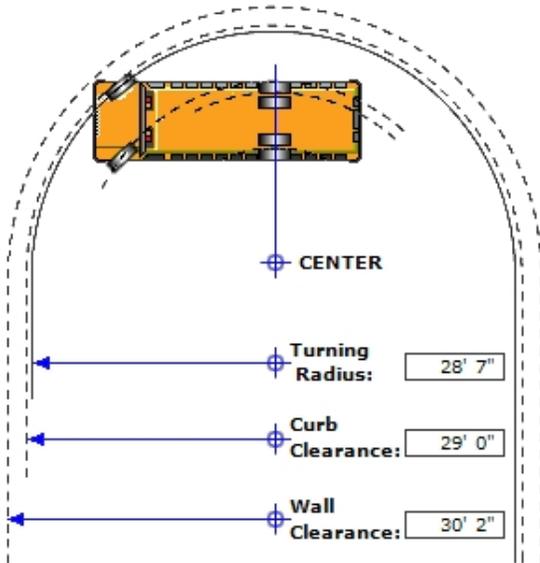
**This proposal is not binding upon the seller without Seller's Authorized Signature**

\_\_\_\_\_  
Official Title and Date

**The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.**

**Turning Radius Summary**  
**2019 INTEGRATED CE S BUS (PB105)**

August 08, 2017



Series: INGB  
 Model: PB105  
 Description: INTEGRATED CE S BUS  
 Model Year: 2019

**Calculation Factors**

Wheelbase: 217  
 Front Axle: 0002AEM  
 Description: AXLE, FRONT NON-DRIVING, {Dana Spicer D800-F} I-Beam Type, 8,000-lb Capacity  
 Front Wheel: 0027DUW  
 Description: WHEELS, FRONT, {Accuride 51408} DISC; 22.5x8.25 Rims, Powder Coat Steel, 2-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs  
 Front Tire: 07752528132  
 Description: TIRES, 255/70R22.5 Load Range H ENDURANCE RSA (GOODYEAR), 566 rev/mile, 81 MPH, All-Position  
 Steering Gear: 0005PRG  
 Description: STEERING GEAR, {TRW (Ross) TAS40} Power

**Turning Radius Statistics**

General Information

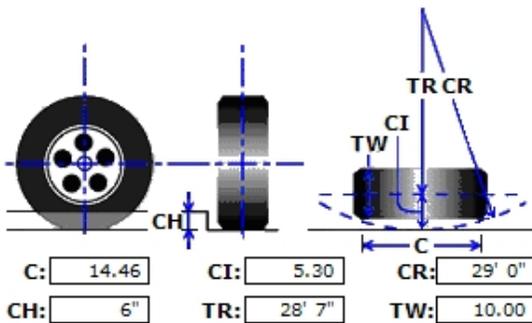
Inside Turn Angle: 50 Degrees  
 Radial Overhang: 19

Axle Information

KingPin Inclination: 9 Degrees  
 KingPin Center: 71

**Turning Radius - Curb View**

C - Curb Contact Length: 14.46  
 CI - Curb Clearance Increment: 5.30  
 CR - Curb Clearance Radius: 29'0"  
 CH - Curb Height: 6"  
 TR - Turning Radius: 28'7"  
 TW - Tire Width: 10.00



\* All Measurements are in inches, unless otherwise specified.

This information is based on engineering information available at this time. Actual figures may vary. Navistar, Inc. cannot accept liability for consequences due to this variance.



**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		



**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  
Board Meeting Minutes  
July 12, 2017

---

Kevin Naumann, President, called the special meeting to order at 2:02 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**Board Members Present:** Kevin Naumann, Gary Boshears, Larry Berkman and Kevin Virdell

**Board Members Absent:** Karl Westerman & Lee Ann Johnson

**Administrators Present:** Dr. Chris Allen, Lisa LeMon and Jeff Gasaway

**Members of the Press:** None

**Presentation/Discussion Items and Possible Action**

**Chapter 41 Agreement**

Lisa LeMon, Executive Director of Finance, presented the TEA Chapter 41 Agreement to the Board of Trustees and will seek approval at the July 17, 2017 Regular School Board meeting.

**Executive Session**

At 2:04 p.m., the Board adjourned into executive session to discuss professional personnel (TX Govt. Code 551.074).

The Board reconvened from executive session at 2:37 p.m.

**Discussion and Possible Approval of Action Arising from Executive Session**

**Professional Personnel**

Upon a motion by Gary Boshears, second by Kevin Virdell, the Board approved the recommendation from Dr. Chris Allen to approve all professional personnel as presented.

For: 4                      Against: 0                      Absent: 2

**Adjournment**

Hearing no objection, the Board adjourned at 2:38 p.m.

**Approved:**

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Kevin Naumann, President

---

Lee Ann Johnson, Secretary

Kevin Naumann, President, called the regular meeting to order at 6:02 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, Lee Ann Johnson, Larry Berkman and Gary Boshears

**Board Members Absent:** None

**Administrators Present:** Dr. Chris Allen, Dr. Wes Cunningham, Jeff Gasaway, Lisa LeMon, Roger Barr, Dr. Susan Maughan, Leslie Baty, Shana Hale, Nathan Fink, Bruce Peckover and Damon Adams.

**Members of the Press:** Richard Zowie, The Highlander News

**Administration of the Oath of Office**

Krystal Dunk administered the Oath of Office to Alex Payson.

**Special Recognitions**

**Registered Texas School Business Administrator**

Lisa LeMon, Executive Director of Finance, recognized David Hemond for his hard work and time to receive this designation from the Texas Association of School Business Officials.

**Citizens Comments**

No one asked to speak.

**Information Items**

**Financial Report**

-General Fund Summary

-Expenditure Report

**Quarterly Investment Report**

**Annual Investment Report**

**Presentation/Discussion Items and Possible Action**

**Certified Appraisers and Appraisal Calendar for the 2017-2018 School Year**

Dr. Wes Cunningham, Assistant Superintendent, presented the list of certified appraisers and appraisal calendar for the 2017-2018 school year. The list of certified appraisers will be updated before next month's board meeting.

**Professional Development Waivers- State Assessment Testing Days, Early Dismissal, Foreign Exchange Student, Staff Development**

Dr. Wes Cunningham, Assistant Superintendent, briefly described each waiver that will need approval at the August Board Meeting.

**Authorization for Use of ESC Region 19 Allied States Cooperative**

Lisa LeMon, Executive Director of Finance, reported to the Board that MFISD requests to join the ESC 19 Purchasing Cooperative at no cost to the district.

Upon a motion by Karl Westerman, second by Gary Boshears, the Board approved the inter-local agreement and resolution as presented.

For: 7 Against: 0 Absent: 0

**Skyward Contract**

Lisa LeMon, Executive Director of Finance, reported to the Board that MFISD requests to continue using the Skyward software and wish to renew the contract. The District will seek approval at the August board meeting.

**Texas Public Unemployment Compensation Program Contract Extension**

Jeff Gasaway, Assistant Superintendent, informed the Board that the District will seek approval for a 3- year addendum to the inter-local agreement to lock in a guaranteed rate through September 1, 2020 in the August board meeting.

**Consider and Possible Approval of Action**

**Consent Agenda**

Upon a motion by Gary Boshears, second by Karl Westerman, the Board approved the following:

- Policy Update 108: affecting local policies EF, EFA, EFAA, EHDB, EIF, EL and GKB
- Elections Contract and Joint Election Agreement for May 2018 School Board Election
- VI Contract Expenditures for 2017-2018
- Public Workers Compensation Program Inter Local Agreement and 3-year Agreement

For: 7 Against: 0 Absent: 0

Upon a motion by Karl Westerman, second by Kevin Virdell the Board approved the minutes from the Regular Board Meeting held June 26, 2017.

For: Kevin Virdell, Gary Boshears, Larry Berkman, Karl Westerman, Alex Payson and Kevin Naumann

Against: None

Absent: None

Abstained: Lee Ann Johnson

**Proposed Policy Amendment: FNF (Local)**

Upon a motion by Karl Westerman, second by Lee Ann Johnson, the Board approved the FNF (local) version B as presented.

For: 7 Against: 0 Absent: 0

**Student Handbook, Code of Conduct and Extracurricular Handbook**

No action was taken on Student Handbook and Code of Conduct.

Upon a motion by Lee Ann Johnson, second by Gary Boshears, the Board approved the Extracurricular Handbook aligned to the newly adopted FNF (local) policy.

For: 7                      Against: 0                      Absent: 0

**Bid Proposal for Student Drug-testing Service Provider**

Upon a motion by Karl Westerman, second by Gary Boshears, the Board approved Southwest Consortium as the MFISD Drug Testing Provider for the 2017-18 and 2018-19 school years as presented.

For: 7                      Against: 0                      Absent: 0

**Agreement for the Purchase of Attendance Credits in Compliance with the Texas Education Code, Chapter 41**

Upon a motion by Gary Boshears, second by Kevin Virdell, the Board approved the Chapter 41 Agreement- Option 3 as presented.

For: 7                      Against: 0                      Absent: 0

**Upcoming Meetings**

- Wednesday, August 9, 2017 – Special Board Meeting
- Monday, August 21, 2017 – Regular Board Meeting
- Monday, September 18, 2017 – Regular Board Meeting

**Executive Session**

At 6:49 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 discuss Superintendent’s mid-year self-evaluation (TX Govt. Code 551.074).

The Board reconvened from executive session at 9:37 p.m.

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

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

For: 7                      Against: 0                      Absent: 0

**Adjournment**

Hearing no objection, the Board adjourned at 9:38 p.m.

**Approved:**

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Kevin Naumann, President

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Lee Ann Johnson, Secretary

Kevin Naumann, President, called the special meeting to order at 7:33 a.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, Lee Ann Johnson, Larry Berkman, Alex Payson and Kevin Virdell

**Board Members Absent:** Karl Westerman & Gary Boshears

**Administrators Present:** Dr. Chris Allen, Lisa LeMon, Dr. Wes Cunningham and Jeff Gasaway

**Members of the Press:** None

**Presentation/Discussion Items and Possible Action**

**Purchase of Odysseyware**

Dr. Wes Cunningham, Assistant Superintendent, presented to the Board regarding the possible approval to use budgeted local funds to purchase Odysseyware for our programming at Falls Career High School and at Marble Falls High School. This request will allow the District to continue our acceleration and remediation programming for the high school students.

**Purchase of Instructional Materials- American Reading Company**

Dr. Wes Cunningham, Assistant Superintendent, informed the Board that the District will be requesting approval to use funds from the instructional materials allotment, federal grant funds, and local funds in the total amount of \$38,485.90 to purchase instructional materials for the English Language Learners in Kindergarten through 12th grade as well as curricular resources for the Districts teachers of English Language Learners.

**2017-2018 Budget Amendment**

Lisa LeMon, Executive Director of Finance, presented the amendment and informed the Board that it will increase the overall Maintenance & Operations budget and the overall Interest & Sinking budget.

Upon a motion by Kevin Virdell, second by Alex Payson, the Board approved the budget amendment as presented.

For: 5                      Against: 0                      Absent: 2

**Authorization for Use of ESC Region 7 Regional Purchasing Cooperative**

Lisa LeMon, Executive Director of Finance, informed the Board that the District wishes to join the ESC 7 Purchasing Cooperative. Membership in this cooperative will expand the District's purchasing choices at a small fee to the District of \$2,500.

Upon a motion by Lee Ann Johnson, second by Kevin Virdell, the Board approved the regional purchasing cooperative resolution as presented.

For: 5                      Against: 0                      Absent: 2

**Executive Session**

At 7:56 a.m., the Board adjourned into executive session to discuss professional personnel (TX Govt. Code 551.074).

The Board reconvened from executive session at 8:08 a.m.

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

Upon a motion by Kevin Virdell, second by Larry Berkman, the Board approved the recommendation from Dr. Chris Allen to approve all professional personnel as presented.

For: 5                      Against: 0                      Absent: 2

**Adjournment**

Hearing no objection, the Board adjourned at 8:09 a.m.

**Approved:**

\_\_\_\_\_  
Kevin Naumann, President

\_\_\_\_\_  
Lee Ann Johnson, Secretary



Marble Falls  
Independent  
School District

INTEROFFICE MEMORANDUM

Date: August 15, 2017

To: Board of Trustees and Dr. Allen

From: David Hemond, Accounting Supervisor

Subject: Consider Approval of Budget Amendments

---

Budget amendments included for approval (copies follow):

- 17-00001      Increase budget for College Board AP exams & CTE exams - \$15,139
- 17-00004      Allocate budget for payroll, contracted services, supplies and travel - \$87,146
- 17-00005      Increase budget for device leases - \$786,772
- 17-00006      To be provided at the Board of Trustees meeting

**MARBLE FALLS ISD  
BUDGET AMENDMENT**

**RECEIVED**  
JUL 26 2017

<b>Batch #:</b>	17-00001	<b>Reason for amendment:</b>	INCREASE BUDGET FOR COLLEGE BOARD AP & CTE EXAMS		<b>BY:</b> _____
<b>Fiscal Year:</b>	2017-18				
<b>Account Number</b>	<b>Account Description</b>			<b>Debit</b>	<b>Credit</b>
<b>EXPENDITURES</b>				<b>Increase</b>	<b>Decrease</b>
1	199-11-6299-06-001-0-11-0-00	MISC CONTRACTED SERVICES	8,500.00		
2	199-11-6499-06-001-0-22-0-00	MISC OPERATING COSTS	6,639.00		
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
<b>REVENUE</b>				<b>Decrease</b>	<b>Increase</b>
21	199-00-5744-00-000-000-000	GIFTS & BEQUESTS			15,139.00
22					
23					
24					
<b>Totals</b>			15,139.00		15,139.00
<b>Board Approval Required</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Prepared by:</b> David Hemond <b>Date:</b> 07/20/17	<b>Approved by:</b> David Hemond <b>Date:</b> 07/20/17	<b>Reviewed by:</b> <i>Lisa L. Moore</i> <b>Date:</b> 7-20-17	<b>Entered by:</b> <i>[Signature]</i> <b>Date:</b> 7/27/17

**MARBLE FALLS ISD  
BUDGET AMENDMENT**

<b>Batch #:</b>	17-00004	<b>Reason for amendment:</b> Funds for additional programs and needs			
<b>Fiscal Year:</b>	2017-18				
<b>Account Number</b>	<b>Account Description</b>		<b>Debit</b>	<b>Credit</b>	
<b>EXPENDITURES</b>			<b>Increase</b>	<b>Decrease</b>	
1	199-11-6399.00-999-011-X00	General Supplies		75,145.70	
2	199-13-6291.00-913-099-000	Consultants	15,000.00		
3	199-13-6399.00-913-099-000	General Supplies	30,000.00		
4	199-53-6398.02-953-099-000	Technology Supplies	1,803.00		
5	199-11-6639.00-041-011-A00	Capital Outlay - Equipment	5,217.00		
6	199-36-6412.21-001-099-000	Student Travel	1,000.00		
7	199-36-6119.04-001-091-000	Professional Salaries	4,125.00		
8	199-11-6399.00-041-011-000	General Supplies	1,800.70		
9	199-11-6119.15-001-011-000	Professional Salaries	5,100.00		
10	199-11-6119.15-041-011-000	Professional Salaries	2,300.00		
11	199-11-6119.15-101-011-000	Professional Salaries	1,900.00		
12	199-11-6119.15-002-026-000	Professional Salaries	200.00		
13	199-11-6119.15-103-011-000	Professional Salaries	3,900.00		
14	199-11-6119.15-102-011-000	Professional Salaries	1,700.00		
15	199-11-6119.15-104-011-000	Professional Salaries	1,100.00		
16	199-32-6299.00-731-099-000	Professional Services	12,000.00		
17	199-11-6119.00-001-011-000	Professional Salaries		12,000.00	
18					
19					
20					
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25					
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27					
28					
29					
30					
<b>REVENUE</b>			<b>Decrease</b>	<b>Increase</b>	
31					
32					
33					
34					
<b>Totals</b>			87,145.70	87,145.70	
<b>Board Approval Required</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Prepared by: Lisa LeMon Date: 08/14/17	Approved by: Lisa LeMon Date: 08/14/17	Reviewed by: <i>[Signature]</i> Date: 8/15/17	Entered by: <i>[Signature]</i> Date: 8-15-17

**MARBLE FALLS ISD  
BUDGET AMENDMENT**

<b>Batch #:</b>	17-00005	<b>Reason for amendment:</b> Funds for device leases		
<b>Fiscal Year:</b>	2017-18			
<b>Account Number</b>	<b>Account Description</b>		<b>Debit</b>	<b>Credit</b>
<b>EXPENDITURES</b>			<b>Increase</b>	<b>Decrease</b>
1	199-53-6268.13-953-099-000	Rentals - Operating Leases	155,322.51	
2	199-53-6269.12-953-099-X00	Rentals - Operating Leases	212,289.71	
3	199-00-7913.00-000-000-000	Proceeds from Capital Lease		419,159.70
4	199-53-6659.00-953-099-000	Capital Lease of Equipment	419,159.70	
5				
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27				
28				
29				
30				
<b>REVENUE</b>			<b>Decrease</b>	<b>Increase</b>
31				
32				
33				
34				
<b>Totals</b>			367,612.22	786,771.92
<b>Board Approval Required</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<b>Prepared by:</b> Lisa LeMon Date: 07/28/17	<b>Approved by:</b> Lisa LeMon Date: 07/28/17	<b>Reviewed by:</b> <i>[Signature]</i> Date: 8/15/17
				<b>Entered by:</b> <i>[Signature]</i> Date: 8-15-17

Revised 7-25-17



**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		

# ADJUNCT FACULTY REQUEST

The State of Texas: County of Burnet

## THE STATE OF TEXAS COUNTY OF BURNET

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

Upon consideration and vote of \_\_\_\_\_ in favor, the individuals listed below are hereby named as adjunct faculty members of the Marble Falls Independent School District subject to the following considerations and provisions of such appointment to wit:

1. This appointment shall commence on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and remain in effect until the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.
2. This appointment will include the Texas A&M AgriLife Extension Service employees listed below:

NAME	TITLE	DEGREE	INSTITUTION	DATE
Kelly N. Tarla	CEA-AgNR	Master of Science	Tarleton state University	5/10/03
Linda S. Wells	CEA-FCS	Master of Arts	New Mexico State University	5/15/01

3. Adjunct faculty member(s) will receive no compensation, salary, or remuneration from Marble Falls Independent School District.
4. Adjunct faculty member(s) is and shall remain an employee, in good standing, of the Texas A&M AgriLife Extension Service.
5. Adjunct faculty member(s) is and shall remain under the direct supervision of the District Extension Administrator of District 7.
6. Adjunct faculty member(s) shall receive all group insurance benefits, workman's compensation insurance benefits, unemployment insurance, and any and all other plans for the benefit of Texas A&M AgriLife Extension Service employees. District shall have no responsibility for any of such benefits or plans.

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

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

# RESOLUTION

## EXTRACURRICULAR STATUS OF BURNET COUNTY 4-H

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

Marble Falls Independent School District

meeting in public with a quorum present and certified,  
did adopt this resolution that recognizes the

**Burnet**

County Texas 4-H Organization as approved for recognition and eligible  
for extracurricular status consideration under 19 Texas Administrative Code,  
Chapter 76.1, pertaining to extracurricular activities.

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Board of Trustee

\_\_\_\_\_  
Superintendent



**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		



300 N. McKemy Avenue, Chandler, AZ 85226

Date: 6/15/2017  
Customer #: 0

Education Consultant	Email	Phone	Fax
David Sanders	dsanders@odysseyware.com	512-590-0614	866-465-1954

**Contract and Billing Info:**

School:	Marble Falls ISD	Contact:	Peggy Little
Address:	1800 Colt Circle	Phone:	830.693.4357
Address:	Marble Falls, TX 78654	Email:	PLittle@mfisd.txed.net

Training Contact: \_\_\_\_\_ Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Qty	PRODUCT & SERVICES	DESCRIPTION	TERM START DATE	TERM END DATE	UNIT PRICE	LINE TOTAL
3	Odysseyware Complete Courseware - Site	Concurrent Site License with access to all Odysseyware Courseware			\$ 15,000.00	\$ 45,000.00
3	Odysseyware Complete Courseware - Site	Concurrent Site License with access to all Odysseyware Courseware			\$ 15,000.00	\$ 45,000.00
-						
-						

**GRAND TOTAL**

	\$ 90,000.00
Please add to your purchase order or payment any applicable sales tax. If you are exempt from sales tax for your state, please provide us with a tax exempt form to avoid being invoiced for sales tax.	<b>Sales Tax</b> 0.00%
	\$ -

**\$ 90,000.00**

**NOTES**

This quote is for a three (3) year deal. MFISD will pay half or \$45,000 for the first (1) year and then can pay the 2nd half year two (2) and receive a 3rd year free or may split the remaining amount between years two (2) and three (3).

**(TERMS AND CONDITIONS)**

This License Agreement ("Agreement") is entered into between the Customer named above and Glynlyon, Inc. for the provision of the Service described above and is effective as of the date first stated above. This Agreement is subject to and governed by the Standard Terms and Conditions available at <https://www.odysseyware.com/terms-and-conditions> ("Terms"). The Terms are hereby incorporated and made a part of this Agreement by reference. By its signature below the Customer accepts all terms and conditions of this Agreement and all contents of the Terms and intends to be bound thereby. This agreement may be signed in digital format which shall be considered an original.

By signing and returning the document, you authorize and acknowledge that Odysseyware will invoice your account the amount identified on the quote, plus any applicable sales tax, in lieu of a purchase order. This Agreement may be signed in digital format which shall be considered an original.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_



**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		



**Colt Elementary School**

**Marble Falls Ind School District**

**Colt Bilingual Reorder**

**06/12/2017**

Proposal Number: 78266

*Submitted To*  
Deborah Canup  
Bilingual/ESL Coordinator  
Marble Falls Ind School District  
1800 Colt Circle  
Marble Falls, TX 78654  
P: 830.693.4357 F: 830.693.5685



**Program Proposal Summary**

Colt Elementary School  
 Marble Falls Ind School District  
 Colt Bilingual Reorder  
 06/12/2017

**Submitted To**

Deborah Canup  
 Bilingual/ESL Coordinator  
 Marble Falls Ind School District  
 1800 Colt Circle  
 Marble Falls, TX 78654  
 P: 830.693.4357 F: 830.693.5685

**Classes / Groups of Students**

	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	Special Education			Total
															Primary	Inter	Middle	
Total Classes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Participating Classes																		
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Implementation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

**Program Summary (See Detail Attached)**

	Total	Shipping	Grand Total
Books for Elementary Program K-12	\$1,440.00	\$0.00	\$1,440.00
Program Materials	\$2,126.30	\$0.00	\$2,126.30
Books for Spanish Program	\$480.00	\$0.00	\$480.00
Spanish Program Materials	\$1,100.00	\$0.00	\$1,100.00
Software Subscriptions	\$5,000.00	\$0.00	\$5,000.00
<b>TOTAL</b>	<b>\$10,146.30</b>	<b>\$0.00</b>	<b>\$10,146.30</b>

**Please note: Prices are valid 60 days from date of proposal.**

**Approval**

Execution of this contract becomes effective upon our receipt of this proposal, and/or your company purchase order, bearing the signature of an authorized purchasing agent. Thank you for selecting American Reading Company.

**Returns**

You may return new, unopened items (except custom products) sold and fulfilled by American Reading Company within 30 days of delivery for an exchange. We'll also pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item, etc.).

If you need to exchange an item, please contact our Customer Concerns Department at customerconcerns@americanreading.com or (866) 810-2665.

**Professional Development**

American Reading Company limits all workshops to a maximum of 25 participants (20 teachers and 5 support staff). If more than 25 people attend the workshop, your signature below indicates your agreement to pay \$350 for each additional participant. Professional development training cannot be cancelled or changed within 15 days of the event date. Customers that cancel professional development events within that timeframe will be billed for the cancelled event.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved Amount: \$ \_\_\_\_\_



**Qty      Price      Total**  
(Free Shipping)

**Books for Elementary Program K-12**

**Individual Benchmark Baskets By Color Level: Elementary**

Each color-coded reading level basket contains a mix of paperback and hardback, fiction and nonfiction, classics and pop culture, and include almost every multicultural title in print today. Elementary titles are appropriate for children in grades PreK-12, with reading levels K-10. 30 books per basket Y-Pu. 25 books per basket Br-Gl.

TEKS	1	\$0.00	\$0.00
2R	2	\$240.00	\$480.00
Wt	2	\$240.00	\$480.00
Bk	2	\$240.00	\$480.00
Subtotal	7		\$1,440.00
<b>Total: Books for Elementary Program K-12</b>	<b>7</b>		<b>\$1,440.00</b>

**Program Materials**

**500-Book Kid Logbook**

Any child who enters school not ready to learn to read faces an emergency. Mobilize your home/school community around immersing these children in literary experiences so they catch up to their peers in their first year. The 500-Book Kid Logbook is intended to track titles read aloud to pre-readers, both in home and at school. Its new artwork, with a beautifully illustrated full-color cover, makes it something young children will be proud to carry around. The B&W interior features the theme of cozy reading places to inspire students to snuggle up with good books.

500-Book Kid Logbook	10	\$63.00	\$630.00
Subtotal	10		\$630.00

**Classroom Poster**

This poster is for teachers to post on their door or in their classroom to keep track of students' reading milestones. This 39" x 27" colorful, glossy poster has spaces for the teacher to write in students' names and the dates they reached reading milestones - from 100 to 1000 Steps.

Reading Honor Roll Classroom Poster (each)	7	\$2.90	\$20.30
Subtotal	7		\$20.30



**Qty      Price      Total**  
(Free Shipping)

**IRLA Toolkit**

The IRLA Toolkit provides specific small-group strategy lessons to match the IRLAs developmental reading taxonomy. Materials include flip-stand handbooks with student-facing and teacher-facing pages, 6-packs of high-quality texts, with which to teach and practice each specific skill/strategy, and independent texts for students to practice skills/strategies and gain mastery.

-----TEKS-----	1	\$0.00	\$0.00
IRLA Toolkit - Wt	1	\$450.00	\$450.00
IRLA Toolkit - Bk	1	\$450.00	\$450.00
IRLA Toolkit - Or	1	\$450.00	\$450.00
<b>Subtotal</b>	<b>4</b>		<b>\$1,350.00</b>

**Take Home Book Bags**

Students can use these durable, blue book bags to transport all of their 100 Book Challenge materials to and from school. With the 100 Book Challenge logo emblazoned on the front, this bag announces to all that a student is participating in the program. Sold in packs of 15. The Varsity Take Home Bag offers older students a more sophisticated take on the traditional 100 BC Take Home Bag.

Take Home Book Bag - Elementary	2	\$63.00	\$126.00
<b>Subtotal</b>	<b>2</b>		<b>\$126.00</b>
<b>Total: Program Materials</b>	<b>23</b>		<b>\$2,126.30</b>

**Books for Spanish Program**

**Individual Benchmark Baskets By Color Level: Spanish**

Our Spanish language books are a comprehensive collection of more than 3,000 titles reflecting the richness and diversity of the Spanish language and Latin American cultures. These collections include authentic literature by authors from Latin America and Spain, as well as others from all over the world. Chosen from more than 100 publishers, our collections address a broad range of interests. 25 books per basket.

Wt (Bl)	1	\$240.00	\$240.00
Bk (Ne)	1	\$240.00	\$240.00
<b>Subtotal</b>	<b>2</b>		<b>\$480.00</b>
<b>Total: Books for Spanish Program</b>	<b>2</b>		<b>\$480.00</b>



**Qty      Price      Total**  
(Free Shipping)

**Spanish Program Materials**

**ENIL Toolkit**

Help teachers make the shift to delivering Foundational Skills instruction in flexible, strategic small-groups. The ENIL Toolkits enable teachers to provide differentiated, targeted, and efficient Spanish language skills instruction embedded into one-on-one conferences and strategy plans.

-----TEKS-----	1	\$0.00	\$0.00
ENIL Toolkit - A-2V	1	\$1,100.00	\$1,100.00
<b>Subtotal</b>	<b>2</b>		<b>\$1,100.00</b>
<b>Total: Spanish Program Materials</b>	<b>2</b>		<b>\$1,100.00</b>

**Software Subscriptions**

**SchoolPace/eIRLA**

SchoolPace is an online performance management system that provides student performance data for all stakeholders. Teachers, school administrators, and district administrators can access dashboards, reports, and graphs that show detailed information about reading progress. SchoolPace gives real-time, actionable insight into the volume of reading being completed, the amount of growth being made, and which reading standards are being mastered. Most of these analytics are driven by data from the eIRLA, a powerful formative assessment conferencing tool. With the eIRLA, teachers can track which standards each student has mastered, and use embedded assessments to provide evidence of that mastery. This SchoolPace/eIRLA subscription is valid for one school for one school year, starting July 1 and ending June 30.

10 IRLAS	1	\$0.00	\$0.00
2017/2018 SchoolPace/eIRLA (1-10 schools)	1	\$5,000.00	\$5,000.00
<b>Subtotal</b>	<b>2</b>		<b>\$5,000.00</b>
<b>Total: Software Subscriptions</b>	<b>2</b>		<b>\$5,000.00</b>



**Colt Elementary School**

**Marble Falls Ind School District**

**BIL Colt ES Reorder Add-On**

**05/25/2017**

Proposal Number: 79526

*Submitted To*  
Deborah Canup  
Bilingual/ESL Coordinator  
Marble Falls Ind School District  
1800 Colt Circle  
Marble Falls, TX 78654  
P: 830.693.4357 F: 830.693.5685



**Program Proposal Summary**

Colt Elementary School  
 Marble Falls Ind School District  
 BIL Colt ES Reorder Add-On  
 05/25/2017

**Submitted To**

Deborah Canup  
 Bilingual/ESL Coordinator  
 Marble Falls Ind School District  
 1800 Colt Circle  
 Marble Falls, TX 78654  
 P: 830.693.4357 F: 830.693.5685

**Classes / Groups of Students**

	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	Special Education			Total	
															Primary	Inter	Middle		
Total Classes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Participating Classes																			
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Implementation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

**Program Summary (See Detail Attached)**

	Total	Shipping	Grand Total
Program Materials	\$315.00	\$0.00	\$315.00
TOTAL	\$315.00	\$0.00	\$315.00

**Please note: Prices are valid 60 days from date of proposal.**

**Approval**

Execution of this contract becomes effective upon our receipt of this proposal, and/or your company purchase order, bearing the signature of an authorized purchasing agent. Thank you for selecting American Reading Company.

**Returns**

You may return new, unopened items (except custom products) sold and fulfilled by American Reading Company within 30 days of delivery for an exchange. We'll also pay the return shipping costs if the return is a result of our error (you received an incorrect or defective item, etc.).

If you need to exchange an item, please contact our Customer Concerns Department at [customerconcerns@americanreading.com](mailto:customerconcerns@americanreading.com) or (866) 810-2665.

**Professional Development**

American Reading Company limits all workshops to a maximum of 25 participants (20 teachers and 5 support staff). If more than 25 people attend the workshop, your signature below indicates your agreement to pay \$350 for each additional participant. Professional development training cannot be cancelled or changed within 15 days of the event date. Customers that cancel professional development events within that timeframe will be billed for the cancelled event.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved Amount: \$ \_\_\_\_\_



**Qty      Price      Total**  
(Free Shipping)

**Program Materials**

**Take Home Book Bags**

Students can use these durable, blue book bags to transport all of their 100 Book Challenge materials to and from school. With the 100 Book Challenge logo emblazoned on the front, this bag announces to all that a student is participating in the program. Sold in packs of 15. The Varsity Take Home Bag offers older students a more sophisticated take on the traditional 100 BC Take Home Bag.

Take Home Book Bag - Elementary	5	\$63.00	\$315.00
Subtotal	5		\$315.00
<b>Total: Program Materials</b>	<b>5</b>		<b>\$315.00</b>



**Highland Lakes Elementary School**

**Marble Falls Ind School District**

**Reorder HL Bilingual**

**06/12/2017**

Proposal Number: 78264

*Submitted To*  
Deborah Canup  
Bilingual/ESL Coordinator  
Marble Falls Ind School District  
1800 Colt Circle  
Marble Falls, TX 78654  
P: 830.693.4357 F: 830.693.5685



**Program Proposal Summary**

Highland Lakes Elementary School  
 Marble Falls Ind School District  
 Reorder HL Bilingual  
 06/12/2017

**Submitted To**

Deborah Canup  
 Bilingual/ESL Coordinator  
 Marble Falls Ind School District  
 1800 Colt Circle  
 Marble Falls, TX 78654  
 P: 830.693.4357 F: 830.693.5685

**Classes / Groups of Students**

	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	Special Education			Total	
															Primary	Inter	Middle		
Total Classes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Participating Classes																			
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Implementation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

**Program Summary (See Detail Attached)**

	<u>Total</u>	<u>Shipping</u>	<u>Grand Total</u>
Books for Elementary Program K-12	\$2,160.00	\$0.00	\$2,160.00
Program Materials	\$2,461.60	\$0.00	\$2,461.60
Books for Spanish Program	\$960.00	\$0.00	\$960.00
Spanish Program Materials	\$1,100.00	\$0.00	\$1,100.00
Software Subscriptions	\$5,000.00	\$0.00	\$5,000.00
<b>TOTAL</b>	<b>\$11,681.60</b>	<b>\$0.00</b>	<b>\$11,681.60</b>

**Please note: Prices are valid 60 days from date of proposal.**

**Approval**

Execution of this contract becomes effective upon our receipt of this proposal, and/or your company purchase order, bearing the signature of an authorized purchasing agent. Thank you for selecting American Reading Company.

**Returns**

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If you need to exchange an item, please contact our Customer Concerns Department at customerconcerns@americanreading.com or (866) 810-2665.

**Professional Development**

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved Amount: \$ \_\_\_\_\_



**Qty      Price      Total**  
(Free Shipping)

**Books for Elementary Program K-12**

**Individual Benchmark Baskets By Color Level: Elementary**

Each color-coded reading level basket contains a mix of paperback and hardback, fiction and nonfiction, classics and pop culture, and include almost every multicultural title in print today. Elementary titles are appropriate for children in grades PreK-12, with reading levels K-10. 30 books per basket Y-Pu. 25 books per basket Br-Gl.

TEKS	1	\$0.00	\$0.00
2R	3	\$240.00	\$720.00
Wt	3	\$240.00	\$720.00
Bk	3	\$240.00	\$720.00
Subtotal	10		\$2,160.00
<b>Total: Books for Elementary Program K-12</b>	<b>10</b>		<b>\$2,160.00</b>

**Program Materials**

**500-Book Kid Logbook**

Any child who enters school not ready to learn to read faces an emergency. Mobilize your home/school community around immersing these children in literary experiences so they catch up to their peers in their first year. The 500-Book Kid Logbook is intended to track titles read aloud to pre-readers, both in home and at school. Its new artwork, with a beautifully illustrated full-color cover, makes it something young children will be proud to carry around. The B&W interior features the theme of cozy reading places to inspire students to snuggle up with good books.

500-Book Kid Logbook	13	\$63.00	\$819.00
Subtotal	13		\$819.00

**Classroom Poster**

This poster is for teachers to post on their door or in their classroom to keep track of students' reading milestones. This 39" x 27" colorful, glossy poster has spaces for the teacher to write in students' names and the dates they reached reading milestones - from 100 to 1000 Steps.

Reading Honor Roll Classroom Poster (each)	14	\$2.90	\$40.60
Subtotal	14		\$40.60



**Qty      Price      Total**  
(Free Shipping)

**IRLA Toolkit**

The IRLA Toolkit provides specific small-group strategy lessons to match the IRLAs developmental reading taxonomy. Materials include flip-stand handbooks with student-facing and teacher-facing pages, 6-packs of high-quality texts, with which to teach and practice each specific skill/strategy, and independent texts for students to practice skills/strategies and gain mastery.

-----TEKS-----	1	\$0.00	\$0.00
IRLA Toolkit - Wt	1	\$450.00	\$450.00
IRLA Toolkit - Bk	1	\$450.00	\$450.00
IRLA Toolkit - Or	1	\$450.00	\$450.00
<b>Subtotal</b>	<b>4</b>		<b>\$1,350.00</b>

**Take Home Book Bags**

Students can use these durable, blue book bags to transport all of their 100 Book Challenge materials to and from school. With the 100 Book Challenge logo emblazoned on the front, this bag announces to all that a student is participating in the program. Sold in packs of 15. The Varsity Take Home Bag offers older students a more sophisticated take on the traditional 100 BC Take Home Bag.

Take Home Book Bag - Elementary	4	\$63.00	\$252.00
<b>Subtotal</b>	<b>4</b>		<b>\$252.00</b>
<b>Total: Program Materials</b>	<b>35</b>		<b>\$2,461.60</b>

**Books for Spanish Program**

**Individual Benchmark Baskets By Color Level: Spanish**

Our Spanish language books are a comprehensive collection of more than 3,000 titles reflecting the richness and diversity of the Spanish language and Latin American cultures. These collections include authentic literature by authors from Latin America and Spain, as well as others from all over the world. Chosen from more than 100 publishers, our collections address a broad range of interests. 25 books per basket.

Wt (Bl)	2	\$240.00	\$480.00
Bk (Ne)	2	\$240.00	\$480.00
<b>Subtotal</b>	<b>4</b>		<b>\$960.00</b>
<b>Total: Books for Spanish Program</b>	<b>4</b>		<b>\$960.00</b>



**Qty      Price      Total**  
(Free Shipping)

**Spanish Program Materials**

**ENIL Toolkit**

Help teachers make the shift to delivering Foundational Skills instruction in flexible, strategic small-groups. The ENIL Toolkits enable teachers to provide differentiated, targeted, and efficient Spanish language skills instruction embedded into one-on-one conferences and strategy plans.

-----TEKS-----	1	\$0.00	\$0.00
ENIL Toolkit - A-2V	1	\$1,100.00	\$1,100.00
Subtotal	2		\$1,100.00
<b>Total: Spanish Program Materials</b>	<b>2</b>		<b>\$1,100.00</b>

**Software Subscriptions**

**SchoolPace/eIRLA**

SchoolPace is an online performance management system that provides student performance data for all stakeholders. Teachers, school administrators, and district administrators can access dashboards, reports, and graphs that show detailed information about reading progress. SchoolPace gives real-time, actionable insight into the volume of reading being completed, the amount of growth being made, and which reading standards are being mastered. Most of these analytics are driven by data from the eIRLA, a powerful formative assessment conferencing tool. With the eIRLA, teachers can track which standards each student has mastered, and use embedded assessments to provide evidence of that mastery. This SchoolPace/eIRLA subscription is valid for one school for one school year, starting July 1 and ending June 30.

15 IRLAS	1	\$0.00	\$0.00
2017/2018 SchoolPace/eIRLA (1-10 schools)	1	\$5,000.00	\$5,000.00
Subtotal	2		\$5,000.00
<b>Total: Software Subscriptions</b>	<b>2</b>		<b>\$5,000.00</b>



**Highland Lakes Elementary School**

**Marble Falls Ind School District**

**BIL Highland Lakes Reorder Add-on**

**05/25/2017**

Proposal Number: 79525

*Submitted To*  
Deborah Canup  
Bilingual/ESL Coordinator  
Marble Falls Ind School District  
1800 Colt Circle  
Marble Falls, TX 78654  
P: 830.693.4357 F: 830.693.5685



**Program Proposal Summary**

Highland Lakes Elementary School  
 Marble Falls Ind School District  
 BIL Highland Lakes Reorder Add-on  
 05/25/2017

**Submitted To**

Deborah Canup  
 Bilingual/ESL Coordinator  
 Marble Falls Ind School District  
 1800 Colt Circle  
 Marble Falls, TX 78654  
 P: 830.693.4357 F: 830.693.5685

**Classes / Groups of Students**

	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	Special Education			Total	
															Primary	Inter	Middle		
Total Classes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Participating Classes																			
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Implementation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

**Program Summary (See Detail Attached)**

	<u>Total</u>	<u>Shipping</u>	<u>Grand Total</u>
Program Materials	\$315.00	\$0.00	\$315.00
TOTAL	\$315.00	\$0.00	\$315.00

Please note: Prices are valid 60 days from date of proposal.

**Approval**

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**Returns**

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**Professional Development**

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved Amount: \$ \_\_\_\_\_



**Qty**      **Price**      **Total**  
(Free Shipping)

**Program Materials**

**Take Home Book Bags**

Students can use these durable, blue book bags to transport all of their 100 Book Challenge materials to and from school. With the 100 Book Challenge logo emblazoned on the front, this bag announces to all that a student is participating in the program. Sold in packs of 15. The Varsity Take Home Bag offers older students a more sophisticated take on the traditional 100 BC Take Home Bag.

Take Home Book Bag - Elementary	5	\$63.00	\$315.00
Subtotal	5		\$315.00
Total: Program Materials	5		\$315.00



**Marble Falls Middle School**

**Marble Falls Ind School District**

**MFMS Bilingual Reorder**

**05/25/2017**

Proposal Number: 78267

*Submitted To*  
Deborah Canup  
Bilingual/ESL Coordinator  
Marble Falls Ind School District  
1800 Colt Circle  
Marble Falls, TX 78654  
P: 830.693.4357 F: 830.693.5685



**Program Proposal Summary**

Marble Falls Middle School  
 Marble Falls Ind School District  
 MFMS Bilingual Reorder  
 05/25/2017

**Submitted To**

Deborah Canup  
 Bilingual/ESL Coordinator  
 Marble Falls Ind School District  
 1800 Colt Circle  
 Marble Falls, TX 78654  
 P: 830.693.4357 F: 830.693.5685

**Classes / Groups of Students**

	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	Special Education			Total	
															Primary	Inter	Middle		
Total Classes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Participating Classes																			
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Implementation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

**Program Summary (See Detail Attached)**

	<u>Total</u>	<u>Shipping</u>	<u>Grand Total</u>
Books for Elementary Program K-12	\$4,800.00	\$0.00	\$4,800.00
Skills Cards	\$380.00	\$0.00	\$380.00
Program Materials	\$2,399.00	\$0.00	\$2,399.00
Custom Products	\$1,750.00	\$0.00	\$1,750.00
<b>TOTAL</b>	<b>\$9,329.00</b>	<b>\$0.00</b>	<b>\$9,329.00</b>

**Please note: Prices are valid 60 days from date of proposal.**

**Approval**

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved Amount: \$ \_\_\_\_\_



**Qty      Price      Total**  
(Free Shipping)

**Books for Elementary Program K-12**

**Individual Benchmark Baskets By Color Level: Elementary**

Each color-coded reading level basket contains a mix of paperback and hardback, fiction and nonfiction, classics and pop culture, and include almost every multicultural title in print today. Elementary titles are appropriate for children in grades PreK-12, with reading levels K-10. 30 books per basket Y-Pu. 25 books per basket Br-Gl.

1R	5	\$240.00	\$1,200.00
2R	5	\$240.00	\$1,200.00
Wt	5	\$240.00	\$1,200.00
Bk	5	\$240.00	\$1,200.00
Subtotal	20		\$4,800.00
<b>Total: Books for Elementary Program K-12</b>	<b>20</b>		<b>\$4,800.00</b>

**Skills Cards**

**Skills Cards By Grade Level**

Skills Cards make explicit what each student must practice in order to move to the next reading level. Comprehension questions are keyed to the higher order thinking skills required by high-stakes tests. These Grade Level sets include approximately 250-380 cards per set (based on grade level selected). NOTE: Only schools that have participated in 100 Book Challenge professional development may order Skills Cards.

TEKS	1	\$0.00	\$0.00
7th Grade	5	\$69.00	\$345.00
Subtotal	6		\$345.00

**Laminated Skills Card Set**

The 2010 CCS English Laminated Skills Card Set provides teachers with a powerful quick-reference tool for conferencing with readers. The Skill Cards highlight the critical learning at each color level, guiding teachers on the sight words, word attack skills and comprehension skills their students need to master to move to the next level in reading proficiency. These skills cards are reflective of the Common Core Standards for Reading, Literature, Informational Text, and Language.

TEKS	1	\$0.00	\$0.00
English Laminated Skills Card Set	1	\$35.00	\$35.00
Subtotal	2		\$35.00
<b>Total: Skills Cards</b>	<b>8</b>		<b>\$380.00</b>



**Qty      Price      Total**  
(Free Shipping)

**Program Materials**

**100 Book Challenge Field Guide**

The Instructional Framework is a vital and comprehensive resource for any teacher using 100 BOOK CHALLENGE. The handbook provides instructions for implementation of every aspect of the program, including lessons to launch the first weeks of Reader’s Workshop, blackline masters, tips for addressing common concerns, detailed descriptions of the book leveling system, and materials to encourage parent participation. Spanish translations of many of the materials for students and parents are also included.

Gr 6-8 - 100 Book Challenge Field Guide	1	\$100.00	\$100.00
-----TEKS-----	1	\$0.00	\$0.00
<b>Subtotal</b>	<b>2</b>		<b>\$100.00</b>

**IRLA Toolkit**

The IRLA Toolkit provides specific small-group strategy lessons to match the IRLAs developmental reading taxonomy. Materials include flip-stand handbooks with student-facing and teacher-facing pages, 6-packs of high-quality texts, with which to teach and practice each specific skill/strategy, and independent texts for students to practice skills/strategies and gain mastery.

-----TEKS-----	1	\$0.00	\$0.00
IRLA Toolkit - Full Kit	1	\$1,800.00	\$1,800.00
<b>Subtotal</b>	<b>2</b>		<b>\$1,800.00</b>

**Varsity Logbooks A, B, and W**

Varsity Logbooks keep track of your students' 400 steps of independent reading and their advancement through the reading levels in one place while they organize vocabulary, figurative language, and parts of speech practice. Sold in packs of 15.

Varsity Logbook A	10	\$47.00	\$470.00
<b>Subtotal</b>	<b>10</b>		<b>\$470.00</b>

**Leveling Poster**

Leveling Poster (each)	10	\$2.90	\$29.00
<b>Subtotal</b>	<b>10</b>		<b>\$29.00</b>
<b>Total: Program Materials</b>	<b>24</b>		<b>\$2,399.00</b>



**Qty**      **Price**      **Total**  
(Free Shipping)

**Custom Products**

**Custom Products**

This area is used to add customized products to a proposal or order.

Schoolpace Per Teacher Pricing for 2 teachers	1	\$1,750.00	\$1,750.00
Subtotal	1		\$1,750.00
Total: Custom Products	1		\$1,750.00



**Marble Falls High School**

**Marble Falls Ind School District**

**MFHS Bilingual Reorder**

**05/02/2017**

Proposal Number: 78268

*Submitted To*  
Deborah Canup  
Bilingual/ESL Coordinator  
Marble Falls Ind School District  
1800 Colt Circle  
Marble Falls, TX 78654  
P: 830.693.4357 F: 830.693.5685



**Program Proposal Summary**

Marble Falls High School  
 Marble Falls Ind School District  
 MFHS Bilingual Reorder  
 05/02/2017

**Submitted To**

Deborah Canup  
 Bilingual/ESL Coordinator  
 Marble Falls Ind School District  
 1800 Colt Circle  
 Marble Falls, TX 78654  
 P: 830.693.4357 F: 830.693.5685

**Classes / Groups of Students**

	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	Special Education			Total	
															Primary	Inter	Middle		
Total Classes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Participating Classes																			
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Implementation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

**Program Summary (See Detail Attached)**

	<u>Total</u>	<u>Shipping</u>	<u>Grand Total</u>
Books for Elementary Program K-12	\$4,800.00	\$0.00	\$4,800.00
Skills Cards	\$104.00	\$0.00	\$104.00
Program Materials	\$100.00	\$0.00	\$100.00
Custom Products	\$1,750.00	\$0.00	\$1,750.00
<b>TOTAL</b>	<b>\$6,754.00</b>	<b>\$0.00</b>	<b>\$6,754.00</b>

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**Approval**

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved Amount: \$ \_\_\_\_\_



**Qty      Price      Total**  
(Free Shipping)

**Books for Elementary Program K-12**

**Individual Benchmark Baskets By Color Level: Elementary**

Each color-coded reading level basket contains a mix of paperback and hardback, fiction and nonfiction, classics and pop culture, and include almost every multicultural title in print today. Elementary titles are appropriate for children in grades PreK-12, with reading levels K-10. 30 books per basket Y-Pu. 25 books per basket Br-GI.

TEKS	1	\$0.00	\$0.00
1R	5	\$240.00	\$1,200.00
2R	5	\$240.00	\$1,200.00
Wt	5	\$240.00	\$1,200.00
Bk	5	\$240.00	\$1,200.00
<b>Subtotal</b>	<b>21</b>		<b>\$4,800.00</b>
<b>Total: Books for Elementary Program K-12</b>	<b>21</b>		<b>\$4,800.00</b>

**Skills Cards**

**Skills Cards By Grade Level**

Skills Cards make explicit what each student must practice in order to move to the next reading level. Comprehension questions are keyed to the higher order thinking skills required by high-stakes tests. These Grade Level sets include approximately 250-380 cards per set (based on grade level selected). NOTE: Only schools that have participated in 100 Book Challenge professional development may order Skills Cards.

TEKS	1	\$0.00	\$0.00
High School	1	\$69.00	\$69.00
<b>Subtotal</b>	<b>2</b>		<b>\$69.00</b>

**Laminated Skills Card Set**

The 2010 CCS English Laminated Skills Card Set provides teachers with a powerful quick-reference tool for conferencing with readers. The Skill Cards highlight the critical learning at each color level, guiding teachers on the sight words, word attack skills and comprehension skills their students need to master to move to the next level in reading proficiency. These skills cards are reflective of the Common Core Standards for Reading, Literature, Informational Text, and Language.

TEKS	1	\$0.00	\$0.00
English Laminated Skills Card Set	1	\$35.00	\$35.00
<b>Subtotal</b>	<b>2</b>		<b>\$35.00</b>
<b>Total: Skills Cards</b>	<b>4</b>		<b>\$104.00</b>



**Qty      Price      Total**  
(Free Shipping)

**Program Materials**

**100 Book Challenge Field Guide**

The Instructional Framework is a vital and comprehensive resource for any teacher using 100 BOOK CHALLENGE. The handbook provides instructions for implementation of every aspect of the program, including lessons to launch the first weeks of Readerâ€™s Workshop, blackline masters, tips for addressing common concerns, detailed descriptions of the book leveling system, and materials to encourage parent participation. Spanish translations of many of the materials for students and parents are also included.

Gr 9-10 - 100 Book Challenge Field Guide	1	\$100.00	\$100.00
-----TEKS-----	1	\$0.00	\$0.00
<b>Subtotal</b>	<b>2</b>		<b>\$100.00</b>
<b>Total: Program Materials</b>	<b>2</b>		<b>\$100.00</b>

**Custom Products**

**Custom Products**

This area is used to add customized products to a proposal or order.

Schoolpace Special Pricing For 2 Teacher	1	\$1,750.00	\$1,750.00
<b>Subtotal</b>	<b>1</b>		<b>\$1,750.00</b>
<b>Total: Custom Products</b>	<b>1</b>		<b>\$1,750.00</b>



**Marble Falls High School**

**Marble Falls Ind School District**

**BIL HS Reorder Add-on**

**05/25/2017**

Proposal Number: 79527

*Submitted To*  
Deborah Canup  
Bilingual/ESL Coordinator  
Marble Falls Ind School District  
1800 Colt Circle  
Marble Falls, TX 78654  
P: 830.693.4357 F: 830.693.5685



**Program Proposal Summary**

Marble Falls High School  
 Marble Falls Ind School District  
 BIL HS Reorder Add-on  
 05/25/2017

**Submitted To**

Deborah Canup  
 Bilingual/ESL Coordinator  
 Marble Falls Ind School District  
 1800 Colt Circle  
 Marble Falls, TX 78654  
 P: 830.693.4357 F: 830.693.5685

**Classes / Groups of Students**

	PreK	K	1	2	3	4	5	6	7	8	9	10	11	12	Special Education			Total	
															Primary	Inter	Middle		
Total Classes	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Participating Classes																			
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
% Implementation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0%

**Program Summary (See Detail Attached)**

	<u>Total</u>	<u>Shipping</u>	<u>Grand Total</u>
Skills Cards	\$35.00	\$0.00	\$35.00
<b>TOTAL</b>	<b>\$35.00</b>	<b>\$0.00</b>	<b>\$35.00</b>

Please note: Prices are valid 60 days from date of proposal.

**Approval**

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Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Title: \_\_\_\_\_

Approved Amount: \$ \_\_\_\_\_



**Qty      Price      Total**  
(Free Shipping)

**Skills Cards**

**Laminated Skills Card Set**

The 2010 CCS English Laminated Skills Card Set provides teachers with a powerful quick-reference tool for conferencing with readers. The Skill Cards highlight the critical learning at each color level, guiding teachers on the sight words, word attack skills and comprehension skills their students need to master to move to the next level in reading proficiency. These skills cards are reflective of the Common Core Standards for Reading, Literature, Informational Text, and Language.

TEKS	1	\$0.00	\$0.00
English Laminated Skills Card Set	1	\$35.00	\$35.00
<b>Subtotal</b>	<b>2</b>		<b>\$35.00</b>
<b>Total: Skills Cards</b>	<b>2</b>		<b>\$35.00</b>



**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		

# 17-18 Student Handbook Revisions

As of 8-14-17

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.
14	Electronic Communications	TASB	SB 7 revises the definition of electronic communication and includes other provisions designed to prevent improper communication between employees and students
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.
20	Student Records	TASB	SB 1153 clarifies that a parent is entitled to access records related to intervention strategies used with the parent's child. These strategies are supports above interventions used with all children.
24	Safety Transfers	TASB	added "which includes cyberbullying.
25	Students..(Foster Care)	TASB	In regard to student in the conservatorship of the state-added section per HB 928, HB 2537, SB490, SB1153
27	Students -Learning Difficulties	TASB	RE: Added District will notify parent...per SB1153
30	Absences-Secondary	TASB	RE: Added exemption for pursuing enlistment per SB1152

35	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.
34	Accountability	TASB	Repealed Ed. Code per HB22
35	Armed Services Vocational...	TASB	SB 1843 RE: Armed Services Vocational Aptitude Battery Test or alternate test requirement
35	Bullying	TASB	Revised definition and text on bullying per SB 179
37	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."
57	Electronic Devices	MFISD	Added: The use of telecommunication and electronic devices at school is a privilege. Repeated disruptions caused by use of a telecommunication or electronic device will be treated as insubordination and consequences assigned accordingly.
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.
73	Head Lice	TASB	Added "Notice will also be provided....per SB1566
83	Working Together	TASB	Removed bullet per HB22 Repealed Section
85	Promotion/Retention	TASB	Added text per HB657 RE: ARD Committees

86	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.
88	Accident Insurance	TASB	Added Insurance for Career and Technical Ed. Text. Per HB639
95	STAAR	TASB	Revised text to reflect HB657 RE: Students receiving special services
97	Suicide Awareness	TASB	added "Mental Health Support" to heading
97	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."
103	Video Cameras	TASB	changed verbage to reflect SB1398
104	Unauthorized Persons	TASB	added section per SB1553
104	Business, Civic and Youth Groups	TASB	added section per SB1566

# **Marble Falls Independent School District**

## **Student Handbook**

2017–2018 School Year



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

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## Preface

To Students and Parents:

Welcome to the 2017–18 school year! Education is a team effort, and we know that students, parents, teachers, and other staff members all working together can make this a wonderfully successful year for our students.

The Marble Falls ISD Student Handbook is designed to provide basic information that you and your child will need during the school year. The handbook is divided into two sections:

**Section I—Parental Rights**—with information to assist you in responding to school-related issues. We encourage you to take some time to closely review this section of the handbook.

**Section II—Other Important Information for Students and Parents**—organized alphabetically by topic, and, where possible, further divided by applicability to ages and/or grade levels, for quick access when searching for information on a specific issue.

Please be aware that the term “parent,” unless otherwise noted, is used to refer to the parent, legal guardian, any person granted some other type of lawful control of the student, or any other person who has agreed to assume school-related responsibility for a student.

Both students and parents should become familiar with the Marble Falls ISD Student Code of Conduct, which is a document adopted by the board and intended to promote school safety and an atmosphere for learning. That document may be found on the district’s website at [www.marblefallsisd.org](http://www.marblefallsisd.org) and is available in hard copy upon request.

The Student Handbook is a general reference guide only and is designed to be in harmony with board policy and the Student Code of Conduct. Please be aware that it is not a complete statement of all policies, procedures, or rules that may be applicable in a given circumstance.

In case of conflict between board policy (including the Student Code of Conduct) and any provisions of the Student Handbook, the provisions of board policy and the Student Code of Conduct are to be followed.

Please be aware that the Student Handbook is updated yearly, while policy adoption and revision may occur throughout the year. The district encourages parents to stay informed of proposed board policy changes by attending board meetings. Changes in policy or other rules that affect Student Handbook provisions will be made available to students and parents through newsletters or other communications. The district reserves the right to modify provisions of the Student Handbook at any time, whenever it is deemed necessary. Notice of any revision or modification will be given as is reasonably practical under the circumstances.

Although the Student Handbook may refer to rights established through law or district policy, the Student Handbook does not create any additional rights for students and parents. It does

not, nor is it intended to, create contractual or legal rights between any student or parent and the district.

If you or your child has questions about any of the material in this handbook, please contact a campus counselor or administrator.

Also, please review your selections in regard to the following items that were part of your student online registration process:

1. Acknowledgment of Electronic Distribution of Student Handbook.
2. Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information.
3. Parent's Objection to the Release of Student Information to Military Recruiters and Institutions of Higher Education, if you choose to restrict the release of information to these entities; and
4. Consent/Opt-Out Form.

[See **Objecting to the Release of Directory Information** on page 14 and **Consent Required Before Student Participation in a Federally Funded Survey, Analysis, or Evaluation** on page 16 for more information.]

**Note:** References to policy codes are included so that parents can refer to board policy. The district's official policy manual is available for review in the Superintendent's office, and an unofficial electronic copy is available at [www.marblefallsisd.org](http://www.marblefallsisd.org).

## **Section I: Parental Rights**

This section of the Marble Falls ISD Student Handbook includes information related to certain rights of parents as specified in state or federal law.

### **Consent, Opt-Out, and Refusal Rights**

#### ***Consent to Conduct a Psychological Evaluation***

A district employee will not conduct a psychological examination, test, or treatment without obtaining prior written parental consent unless the examination, test, or treatment is required under state or federal law regarding requirements for special education or by the Texas Education Agency (TEA) for child abuse investigations and reports.

#### ***Consent to Display a Student's Original Works and Personal Information***

Teachers may display students' work, which may include personally identifiable student information, in classrooms or elsewhere on campus as recognition of student achievement.

However, the district will seek parental consent before displaying students' artwork, special projects, photographs taken by students, original videos or voice recordings, and other original works on the district's website, a website affiliated or sponsored by the district, such as a campus or classroom website, and in district publications, which may include printed materials, videos, or other methods of mass communication.

#### ***Consent to Receive Parenting and Paternity Awareness Instruction if Student is Under Age 14***

A child under the age of 14 must have parental permission to receive instruction in the district's parenting and paternity awareness program; otherwise, the child will not be allowed to participate in the instruction. This program, developed by the Office of the Texas Attorney General and the State Board of Education (SBOE), is incorporated into the district's health education classes.

#### ***Consent to Video or Audio Record a Student When Not Otherwise Permitted by Law***

State law permits the school to make a video or voice recording without parental permission for the following circumstances:

- When it is to be used for school safety;
- When it relates to classroom instruction or a cocurricular or extracurricular activity;
- When it relates to media coverage of the school; or

- When it relates to the promotion of student safety as provided by law for a student receiving special education services in certain settings.

The district will seek parental consent through a written request before making any other video or voice recording of your child not otherwise allowed by law.

[See **Video Cameras** on page 103 for more information, including a parent’s right to request video and audio equipment be placed in certain special education settings.]

### ***Prohibiting the Use of Corporal Punishment***

Corporal punishment—spanking or paddling the student—may be used as a discipline management technique in accordance with the Student Code of Conduct and policy FO(LOCAL) in the district’s policy manual.

Included in the Student Online Registration process is a section where you will indicate whether you wish to allow or not allow corporal punishment to be administered to your child as a method of student discipline. At any time during the school year should you decide to revoke the prohibition of corporal punishment as a means of discipline for your student you may do so by providing a signed statement to the campus principal. However, district personnel may choose to use discipline methods other than corporal punishment even if the parent requests that this method be used on the student.

**Note:** If the district is made aware that a student is in temporary or permanent conservatorship (custody) of the state, through foster care, kinship care, or other arrangements, corporal punishment will not be administered, even when the student’s caregiver or caseworker has opted to allow it as a discipline measure.

### ***Limiting Electronic Communications with Students by District Employees***

Teachers and other approved employees are permitted by the district to use electronic communication with students within the scope of the individual’s professional responsibilities. For example, a teacher may set up a social networking page for his or her class that has information related to class work, homework, and tests. As a parent, you are welcome to join or become a member of such a page.

If you prefer that your child not receive any one-to-one electronic communications from a district employee or if you have questions related to the use of electronic media by district employees, please contact the campus principal.

### ***Objecting to the Release of Directory Information***

The Family Educational Rights and Privacy Act, or FERPA, permits the district to disclose appropriately designated “directory information” from a child’s education records without written consent. “Directory information” is information that is generally not considered harmful

or an invasion of privacy if released. Examples include a student's photograph for publication in the school yearbook; a student's name and grade level for purposes of communicating class and teacher assignment; the name, weight, and height of an athlete for publication in a school athletic program; a list of student birthdays for generating schoolwide or classroom recognition; a student's name and photograph posted on a district-approved and -managed social media platform; and the names and grade levels of students submitted by the district to a local newspaper or other community publication to recognize the A/B honor roll for a specific grading period. Directory information will be released to anyone who follows procedures for requesting it.

However, a parent or eligible student may object to the release of a student's directory information. **This objection must be made in the student online registration process where you will be given the option to allow or not allow the district to release this information in regard to your student.** [See the "Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information" in the MIFSD online enrollment process.]

As allowed by state law, the district has identified two directory information lists—one for school-sponsored purposes and the second for all other requests. For all district publications and announcements, the district has designated the following as directory information: student name, address, telephone listing, photograph, grade level, participation in officially recognized activities and sports, degrees, honors, and awards received at school, and weight and height of members of athletic teams. If you do not object to the use of your child's information for these limited school-sponsored purposes, the school will not need to ask your permission each time the district wishes to use the information for the school-sponsored purposes listed above.

For all other purposes, the district has identified the following as directory information: student name, address, telephone listing, and grade level. If you do not object to the use of your child's information for these purposes, the school must release this information when the school receives a request from an outside entity or individual. Also review the information at **Authorized Inspection and Use of Student Records** on page 20.

### ***Objecting to the Release of Student Information to Military Recruiters and Institutions of Higher Education (Secondary Grade Levels Only)***

The district is required by federal law to comply with a request by a military recruiter or an institution of higher education for students' names, addresses, and telephone listings, unless parents have advised the district not to release their child's information without prior written consent. During the student online registration process you will have the opportunity to indicate if you consent or do not consent to the district to providing this information to military recruiters or institutions of higher education.

## ***Participation in Third-Party Surveys***

### **Consent Required Before Student Participation in a Federally Funded Survey, Analysis, or Evaluation**

Your child will not be required to participate without parental consent in any survey, analysis, or evaluation—funded in whole or in part by the U.S. Department of Education—that concerns:

- Political affiliations or beliefs of the student or the student’s parent.
- Mental or psychological problems of the student or the student’s family.
- Sexual behavior or attitudes.
- Illegal, antisocial, self-incriminating, or demeaning behavior.
- Critical appraisals of individuals with whom the student has a close family relationship.
- Relationships privileged under law, such as relationships with lawyers, physicians, and ministers.
- Religious practices, affiliations, or beliefs of the student or parents.
- Income, except when the information is required by law and will be used to determine the student’s eligibility to participate in a special program or to receive financial assistance under such a program.

You will be able to inspect the survey or other instrument and any instructional materials used in connection with such a survey, analysis, or evaluation. [For further information, see policy EF(LEGAL).]

### **“Opting Out” of Participation in Other Types of Surveys or Screenings and the Disclosure of Personal Information**

As a parent, you have a right to receive notice of and deny permission for your child’s participation in:

- Any survey concerning the private information listed above, regardless of funding.
- School activities involving the collection, disclosure, or use of personal information gathered from your child for the purpose of marketing, selling, or otherwise disclosing that information. **Note:** This does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions.
- Any nonemergency, invasive physical examination or screening required as a condition of attendance, administered and scheduled by the school in advance and not necessary to protect the immediate health and safety of the student. Exceptions are hearing,

vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law. [See policies EF and FFAA.]

As a parent, you may inspect a survey created by a third party before the survey is administered or distributed to your child.

## **Removing a Student from Instruction or Excusing a Student from a Required Component of Instruction**

### ***Human Sexuality Instruction***

As a part of the district's curriculum, students receive instruction related to human sexuality. The School Health Advisory Council (SHAC) is involved with the selection of course materials for such instruction.

State law requires that any instruction related to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) must:

- Present abstinence from sexual activity as the preferred choice of behavior in relationship to all sexual activity for unmarried persons of school age;
- Devote more attention to abstinence from sexual activity than to any other behavior;
- Emphasize that abstinence is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted diseases, and the emotional trauma associated with adolescent sexual activity;
- Direct adolescents to a standard of behavior in which abstinence from sexual activity before marriage is the most effective way to prevent pregnancy and sexually transmitted diseases; and
- If included in the content of the curriculum, teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates.

In accordance with state law, below is a summary of the district's curriculum regarding human sexuality instruction:

Scott & White's Worth the Wait curricula are one of the most up-to-date, teacher, parent and student friendly sex education curricula available today. Designed and written by a team of certified teachers, healthcare professional, and attorneys, a variety of topics are covered to help student realize the social, psychological, and physical health gains they will achieve by abstaining from sexual activity. It also provides students with the skills that will lead them to self-sufficiency and a strong resolve to remain abstinent.

As a parent, you are entitled to review the curriculum materials. In addition, you may remove your child from any part of the human sexuality instruction with no academic, disciplinary, or

other penalties. You may also choose to become more involved with the development of curriculum used for this purpose by becoming a member of the district's SHAC. Please see the campus principal for additional information.

### ***Reciting a Portion of the Declaration of Independence in Grades 3–12***

You may request that your child be excused from recitation of a portion of the Declaration of Independence. State law requires students in social studies classes in grades 3–12 to recite a portion of the text of the Declaration of Independence during Celebrate Freedom Week unless (1) you provide a written statement requesting that your child be excused, (2) the district determines that your child has a conscientious objection to the recitation, or (3) you are a representative of a foreign government to whom the U.S. government extends diplomatic immunity. [See policy EHBK(LEGAL).]

### ***Reciting the Pledges to the U.S. and Texas Flags***

As a parent, you may request that your child be excused from participation in the daily recitation of the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. The request must be in writing. State law does not allow your child to be excused from participation in the required minute of silence or silent activity that follows. [See **Pledges of Allegiance and a Minute of Silence** on page 84 and policy EC(LEGAL).]

### ***Religious or Moral Beliefs***

You may remove your child temporarily from the classroom if an instructional activity in which your child is scheduled to participate conflicts with your religious or moral beliefs. The removal cannot be for the purpose of avoiding a test and may not extend for an entire semester. Further, your child must satisfy grade-level and graduation requirements as determined by the school and by state law.

### ***Tutoring or Test Preparation***

Based on informal observations, evaluative data such as grades earned on assignments or tests, or results from diagnostic assessments, a teacher may determine that a student is in need of additional targeted assistance in order for the student to achieve mastery in state-developed essential knowledge and skills. The school will always attempt to provide tutoring and strategies for test-taking in ways that prevent removal from other instruction as much as possible. In accordance with state law and policy EC, the school will not remove a student from a regularly scheduled class for remedial tutoring or test preparation for more than ten percent of the school days on which the class is offered, unless the student's parent consents to this removal.

The school may also offer tutorial services, which students whose grades are below 70 will be required to attend.

[Also refer to policies EC and EHBC, and contact your student’s teacher with questions about any tutoring programs provided by the school.]

## **Right of Access to Student Records, Curriculum Materials, and District Records/Policies**

### ***Instructional Materials***

As a parent, you have a right to review teaching materials, textbooks, and other teaching aids and instructional materials used in the curriculum, and to examine tests that have been administered to your child.

You are also entitled to request that the school allow your child to take home any instructional materials used by the student. If the school determines that sufficient availability exists to grant the request, the student must return the materials at the beginning of the next school day if requested to do so by the child’s teacher.

### ***Notices of Certain Student Misconduct to Noncustodial Parent***

A noncustodial parent may request in writing that he or she be provided, for the remainder of the school year, a copy of any written notice usually provided to a parent related to his or her child’s misconduct that may involve placement in a disciplinary alternative education program (DAEP) or expulsion. [See policy FO(LEGAL) and the Student Code of Conduct.]

### ***Participation in Federally Required, State-Mandated, and District Assessments***

You may request information regarding any state or district policy related to your child’s participation in assessments required by federal law, state law, or the district.

### ***Student Records***

#### **Accessing Student Records**

You may review your child’s student records. These records include:

- Attendance records,
- Test scores,
- Grades,
- Disciplinary records,
- Counseling records,
- Psychological records,
- Applications for admission,
- Health and immunization information,

- Other medical records,
- Teacher and school counselor evaluations,
- Reports of behavioral patterns
- Records relating to assistance provided for learning difficulties, including information collected regarding any intervention strategies used with your child, as the term intervention strategy is defined by law
- State assessment instruments that have been administered to your child, and
- Teaching materials and tests used in your child’s classroom.

### **Authorized Inspection and Use of Student Records**

A federal law, known as the Family Educational Rights and Privacy Act, or FERPA, affords parents and eligible students certain rights with respect to student education records. For purposes of student records, an “eligible” student is one who is age 18 or older or who is attending an institution of postsecondary education. These rights, as discussed in this section as well as at **Objecting to the Release of Directory Information** on page 14, are:

- The right to inspect and review student records within 45 days after the day the school receives a request for access.
- The right to request an amendment to a student record the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of FERPA.
- The right to provide written consent before the school discloses personally identifiable information from the student’s records, except to the extent that FERPA authorizes disclosure without consent.
- The right to file a complaint with the U.S. Department of Education concerning failures by the school to comply with FERPA requirements. The name and address of the office that administers FERPA are:  
Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, SW  
Washington, DC 20202-5901

Both FERPA and state laws safeguard student records from unauthorized inspection or use and provide parents and eligible students certain rights of privacy. Before disclosing any personally identifiable information from a student’s records, the district must verify the identity of the person, including a parent or the student, requesting the information.

Virtually all information pertaining to student performance, including grades, test results, and disciplinary records, is considered confidential educational records.

Inspection and release of student records is primarily restricted to an eligible student or a student's parents—whether married, separated, or divorced—unless the school is given a copy of a court order terminating parental rights or the right to access a student's education records.

Federal law requires that, as soon as a student reaches the age of 18, is emancipated by a court, or enrolls in a postsecondary institution, control of the records goes to the student. The parents may continue to have access to the records, however, if the student is a dependent for tax purposes and under limited circumstances when there is a threat to the health and safety of the student or other individuals.

FERPA permits the disclosure of personally identifiable information from a student's education records, without written consent of the parent or eligible student, in the following circumstances:

- When district school officials have what federal law refers to as a “legitimate educational interest” in a student's records. School officials would include board members and employees, such as the superintendent, administrators, and principals; teachers, school counselors, diagnosticians, and support staff (including district health or district medical staff); a person or company with whom the district has contracted or allowed to provide a particular institutional service or function (such as an attorney, consultant, third-party vendor that offers online programs or software, auditor, medical consultant, therapist, school resource officer, or volunteer); a parent or student serving on a school committee; or a parent or student assisting a school official in the performance of his or her duties. “Legitimate educational interest” in a student's records includes working with the student; considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities; compiling statistical data; reviewing an educational record to fulfill the official's professional responsibility to the school and the student; or investigating or evaluating programs.
- To authorized representatives of various governmental agencies, including juvenile service providers, the U.S. Comptroller General's office, the U.S. Attorney General's office, the U.S. Secretary of Education, TEA, the U.S. Secretary of Agriculture's office, and Child Protective Services (CPS) caseworkers or other child welfare representatives, in certain cases.
- To individuals or entities granted access in response to a subpoena or court order.
- To another school, school district/system, or institution of postsecondary education to which a student seeks or intends to enroll or in which he or she is already enrolled.
- In connection with financial aid for which a student has applied or which the student has received.

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- To accrediting organizations to carry out accrediting functions.
- To organizations conducting studies for, or on behalf of, the school, in order to develop, validate, or administer predictive tests; administer student aid programs; or improve instruction.
- To appropriate officials in connection with a health or safety emergency.
- When the district discloses information it has designated as directory information [see **Objecting to the Release of Directory Information** on page 14 for opportunities to prohibit this disclosure].

Release of personally identifiable information to any other person or agency—such as a prospective employer or for a scholarship application—will occur only with parental or student permission as appropriate.

The Principal is custodian of all records for currently enrolled students at the assigned school. The Superintendent is the custodian of all records for students who have withdrawn or graduated.

A parent or eligible student who wishes to inspect the student's records should submit a written request to the records custodian identifying the records he or she wishes to inspect. Records may be inspected by a parent or eligible student during regular school hours. The records custodian or designee will respond to reasonable requests for explanation and interpretation of the records.

A parent or eligible student who provides a written request and pays copying costs of ten cents per page may obtain copies. If circumstances prevent inspection during regular school hours and the student qualifies for free or reduced-price meals, the district will either provide a copy of the records requested or make other arrangements for the parent or student to review these records. The address of the superintendent's office is 1800 Colt Circle, Marble Falls, TX 78654.

The addresses and phone numbers for the campus principal's offices are as follows:

- Marble Falls High School- 2101 Mustang Drive, Marble Falls, TX 78654 830-693-4375
- Falls Career High School-1800 Colt Circle, Marble Falls, TX 78654 830-693-4357
- Marble Falls Middle School- 1511 Pony Circle, Marble Falls, TX 78654 830-693-4439
- Colt Elementary School- 2200 Manzano Mile, Marble Falls, TX 78654 830-693-3474
- Marble Falls Elementary School- 901 Avenue U, Marble Falls, TX 78654 830-693-2385
- Highland Lakes Elementary School- 8200 Hwy 1431 W, Marble Falls, TX 78654 830-798-3650
- Spicewood Elementary School- 1005 Spur 191, Spicewood, TX 78669 830-798-3675

A parent (or eligible student) may inspect the student's records and request a correction or amendment if the records are considered inaccurate, misleading, or otherwise in violation of the student's privacy rights. A request to correct a student's record should be submitted to the appropriate records custodian. The request must clearly identify the part of the record that should be corrected and include an explanation of how the information in the record is inaccurate. If the district denies the request to amend the records, the parent or eligible student has the right to request a hearing. If the records are not amended as a result of the hearing, the parent or eligible student has 30 school days to exercise the right to place a statement commenting on the information in the student's record.

Although improperly recorded grades may be challenged, contesting a student's grade in a course or on an examination is handled through the general complaint process found in policy FNG(LOCAL). A grade issued by a classroom teacher can be changed only if, as determined by the board of trustees, the grade is arbitrary, erroneous, or inconsistent with the district's grading policy. [See FINALITY OF GRADES at FNG(LEGAL), **Report Cards/Progress Reports and Conferences** on page 86, and **Complaints and Concerns** on page 44 for an overview of the process.]

The district's policy regarding student records found at policy FL is available from the principal's or superintendent's office [www.marblefallsisd.org](http://www.marblefallsisd.org).

The parent's or eligible student's right of access to and copies of student records do not extend to all records. Materials that are not considered educational records—such as a teacher's personal notes about a student that are shared only with a substitute teacher—do not have to be made available to the parents or student.

### ***Teacher and Staff Professional Qualifications***

You may request information regarding the professional qualifications of your child's teachers, including whether a teacher has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction; whether the teacher has an emergency permit or other provisional status for which state requirements have been waived; and whether the teacher is currently teaching in the field of discipline of his or her certification. You also have the right to request information about the qualifications of any paraprofessional who may provide services to your child.

## **Students with Exceptionalities or Special Circumstances**

### ***Children of Military Families***

Children of military families will be provided flexibility regarding certain district requirements, including:

- Immunization requirements.
- Grade level, course, or educational program placement.

- Eligibility requirements for participation in extracurricular activities.
- Graduation requirements.

In addition, absences related to a student visiting with his or her parent, including a stepparent or legal guardian, who has been called to active duty for, is on leave from, or is returning from a deployment of at least four months will be excused by the district. The district will permit no more than five excused absences per year for this purpose. For the absence to be excused, the absence must occur no earlier than the 60th day before deployment or no later than the 30th day after the parent's return from deployment.

Additional information may be found at [Military Family Resources at the Texas Education Agency](#).

### ***Parental Role in Certain Classroom and School Assignments***

#### **Multiple Birth Siblings**

As a parent, if your children are multiple birth siblings (e.g., twins, triplets, etc.) assigned to the same grade and campus, you may request that they be placed either in the same classroom or in separate classrooms. Your written request must be submitted no later than the 14th day after the enrollment of your children. [See policy FDB(LEGAL).]

#### **Safety Transfers/Assignments**

As a parent, you may:

- Request the transfer of your child to another classroom or campus if your child has been determined by the district to have been a victim of bullying, **which includes cyberbullying**, defined by Education Code 37.0832. Transportation is not provided for a transfer to another campus. See the campus principal for information.
- Consult with district administrators if your child has been determined by the district to have engaged in bullying and the board decides to transfer your child to another classroom or campus. Transportation is not provided for a transfer to another campus.

[See **Bullying** on page 35, policy FDB, and policy FFI.]

- Request the transfer of your child to attend a safe public school in the district if your child attends school at a campus identified by TEA as persistently dangerous or if your child has been a victim of a violent criminal offense while at school or on school grounds. [See policy FDE.]
- Request the transfer of your child to another district campus if your child has been the victim of a sexual assault by another student assigned to the same campus, whether the assault occurred on or off campus, and that student has been convicted of or placed on

deferred adjudication for that assault. If the victim does not wish to transfer, the district will transfer the assailant in accordance with policy FDE.

### ***Service/Assistance Animal Use by Students***

A parent of a student who uses a service/assistance animal because of the student's disability must submit a request in writing to the principal at least ten district business days before bringing the service/assistance animal on campus.

### ***Students in the Conservatorship of the State (Foster Care)***

A student who is currently in the conservatorship (custody) of the state and who enrolls in the district after the beginning of the school year will be allowed credit-by-examination opportunities outside the district's established testing windows, and the district will grant proportionate course credit by semester (partial credit) when a student only passes one semester of a two-semester course.

A student who is currently in the conservatorship of the state and who is moved outside of the district's or school's attendance boundaries, or who is initially placed in the conservatorship of the state and who is moved outside the district's or school's boundaries, is entitled to continue in enrollment at the school he or she was attending prior to the placement or move until the student reaches the highest grade level at the particular school. In addition, if a student in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, the student can request to receive a diploma from the previous district if he or she meets the criteria to graduate from the previous district.

In addition, for a student in the conservatorship of the state who is eligible for a tuition and fee exemption under state law and likely to be in care on the day preceding the student's 18th birthday, the district will:

- Assist the student with the completion of any applications for admission or for financial aid;
- Arrange and accompany the student on campus visits;
- Assist in researching and applying for private or institution-sponsored scholarships;
- Identify whether the student is a candidate for appointment to a military academy;
- Assist the student in registering and preparing for college entrance examinations, including, subject to the availability of funds, arranging for the payment of any examination fees by the Texas Department of Family and Protective Services (DFPS); and
- Coordinate contact between the student and a liaison officer for students who were formerly in the conservatorship of the state.

[See also **Credit by Examination for Advancement/Acceleration** on page 47, **Course Credit** on page 46, and **Students in Foster Care** on page 96 for more information.]

### ***Students Who Are Homeless***

Children who are homeless will be provided flexibility regarding certain district provisions, including:

- Proof of residency requirements;
- Immunization requirements;
- Educational program placement, if the student is unable to provide previous academic records, or misses an application deadline during a period of homelessness;
- Credit-by-examination opportunities;
- The award of partial credit (awarding credit proportionately when a student passes only one semester of a two-semester course);
- Eligibility requirements for participation in extracurricular activities; and
- Graduation requirements.

If a student in grade 11 or 12 is homeless and transfers to another school district but does not meet the graduation requirements of the receiving district, the student can request to receive a diploma from the previous district if he or she meets the criteria to graduate from the previous district.

Federal law also allows a homeless student to remain enrolled in what is called the “school of origin” or to enroll in a new school in the attendance area where the student is currently residing.

A student or parent who is dissatisfied by the district’s eligibility, school selection, or enrollment decision may appeal through policy FNG(LOCAL). The district will expedite local timelines, when possible, for prompt dispute resolution.

[See also **Credit by Examination for Advancement/Acceleration** on page 47, **Course Credit** on page 46, and **Homeless Students** on page 75 for more information.]

### ***Students Who Have Learning Difficulties or Who Need Special Education Services***

If a student is experiencing learning difficulties, his or her parent may contact the person listed below to learn about the district’s overall general education referral or screening system for support services. This system links students to a variety of support options, including making a referral for a special education evaluation. For those students who are having difficulty in the regular classroom, schools must consider tutorial, compensatory, and other academic or

behavior support services that are available to all students, including a process based on Response to Intervention (RtI). The implementation of RtI has the potential to have a positive impact on the ability of districts to meet the needs of all struggling students.

A parent may request an evaluation for special education services at any time. If a parent makes a written request to a school district's director of special education services or to a district administrative employee for an initial evaluation for special education services, the school must, not later than the 15th school day after the date the school receives the request, either give the parent prior written notice of its proposal to evaluate the student, a copy of the Notice of Procedural Safeguards, and the opportunity for the parent to give written consent for the evaluation or must give the parent prior written notice of its refusal to evaluate the student and a copy of the Notice of Procedural Safeguards.

If the school decides to evaluate the student, the school must complete the initial evaluation and the resulting report no later than 45 school days from the day the school receives a parent's written consent to evaluate the student. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period must be extended by the number of school days equal to the number of school days that the student is absent.

There is an exception to the 45 school day timeline. If the school receives a parent's consent for the initial evaluation at least 35 but less than 45 school days before the last instructional day of the school year, the school must complete the written report and provide a copy of the report to the parent by June 30 of that year. However, if the student is absent from school for three or more days during the evaluation period, the June 30th due date no longer applies. Instead, the general timeline of 45 school days plus extensions for absences of three or more days will apply.

Upon completion, the school must give you a copy of the evaluation report at no cost.

Additional information regarding special education is available from the school district in a companion document titled "Parent's Guide to the Admission, Review, and Dismissal Process."

The following websites provide information to those who are seeking information and resources specific to students with disabilities and their families:

- [Texas Project FIRST](#)
- [Partners Resource Network](#)

The designated person to contact regarding options for a child experiencing learning difficulties or a referral for evaluation for special education services is Dr. Susan Maughan at 830-693-4357. **The district will notify the parent of a student, other than a student enrolled in a special education program, who receives assistance from the district for learning difficulties, including intervention strategies, that the district provides assistance to the student.**

***Students Who Receive Special Education Services with Other School-Aged Children in the Home***

If a student is receiving special education services at a campus outside his or her attendance zone, the parent or guardian may request that any other student residing in the household be transferred to the same campus, if the appropriate grade level for the transferring student is offered on that campus. However, the district is not required to provide transportation to the other children in the household. The parent or guardian should speak with the principal of the school regarding transportation needs prior to requesting a transfer for any other children in the home. [See policy FDB(LOCAL).]

***Students Who Speak a Primary Language Other than English***

A student may be eligible to receive specialized support if his or her primary language is not English, and the student has difficulty performing ordinary class work in English. If the student qualifies for these extra services, the Language Proficiency Assessment Committee (LPAC) will determine the types of services the student needs, including accommodations or modifications related to classroom instruction, local assessments, and state-mandated assessments.

***Students with Physical or Mental Impairments Protected Under Section 504***

A child determined to have a physical or mental impairment that substantially limits a major life activity, as defined by law, and who does not otherwise qualify for special education services, may qualify for protections under Section 504 of the Rehabilitation Act. Section 504 is a federal law designed to prohibit discrimination against individuals with disabilities. When an evaluation is requested, a committee will be formed to determine if the child is in need of services and supports under Section 504 to receive a free appropriate public education (FAPE), as this is defined in federal law.

The designated person to contact regarding a referral for evaluation applicable to Section 504 is Dr. Susan Maughan at 830-693-4357.

[See policy FB.]

## **Section II: Other Important Information for Students and Parents**

Topics in this section of the Student Handbook contain important information on academics, school activities, and school operations and requirements. Take a moment with your child to become familiar with the various issues addressed in this section. It is organized in alphabetical order to serve as a quick-reference when you or your child has a question about a specific school-related issue. Where possible, the topics are also organized to alert you to the applicability of each topic based on a student's age or grade level. Should you be unable to find the information on a particular topic, please contact your campus Principal.

### **Absences/Attendance**

Regular school attendance is essential for a student to make the most of his or her education—to benefit from teacher-led and school activities, to build each day's learning on the previous day's, and to grow as an individual. Absences from class may result in serious disruption of a student's mastery of the instructional materials; therefore, the student and parent should make every effort to avoid unnecessary absences. Two state laws—one dealing with the required presence of school-aged children in school, e.g., compulsory attendance, the other with how a child's attendance affects the award of a student's final grade or course credit—are of special interest to students and parents. They are discussed below.

#### ***Compulsory Attendance***

##### **Age 19 and Older**

A student who voluntarily attends or enrolls after his or her 19th birthday is required to attend each school day until the end of the school year. If a student age 19 or older has more than five unexcused absences in a semester, the district may revoke the student's enrollment. The student's presence on school property thereafter would be unauthorized and may be considered trespassing. [See policy FEA.]

##### **Between Ages 6 and 19**

State law requires that a student between the ages of 6 and 19 attend school, as well as any applicable accelerated instruction program, extended year program, or tutorial session, unless the student is otherwise excused from attendance or legally exempt.

State law requires attendance in an accelerated reading instruction program when kindergarten, first grade, or second grade students are assigned to such a program. Parents will be notified in writing if their child is assigned to an accelerated reading instruction program as a result of a diagnostic reading instrument.

A student will be required to attend any assigned accelerated instruction program, which may occur before or after school or during the summer, if the student does not meet the passing standards on the state assessment for his or her grade level and/or applicable subject area.

## **Prekindergarten and Kindergarten**

Students enrolled in prekindergarten or kindergarten are required to attend school and are subject to the compulsory attendance requirements as long as they remain enrolled.

### ***Exemptions to Compulsory Attendance***

#### **All Grade Levels**

State law allows exemptions to the compulsory attendance requirements for several types of absences if the student makes up all work. These include the following activities and events:

- Religious holy days;
- Required court appearances;
- Activities related to obtaining U.S. citizenship;
- Documented health-care appointments for the student or a child of the student, including absences for recognized services for students diagnosed with autism spectrum disorders, if the student comes to school or returns to school on the same day as the appointment. A note from the health-care provider must be submitted upon the student's arrival or return to campus; and
- For students in the conservatorship (custody) of the state,
  - An activity required under a court-ordered service plan; or
  - Any other court-ordered activity, provided it is not practicable to schedule the student's participation in the activity outside of school hours.

As listed in Section I at **Children of Military Families**, absences of up to five days will be excused for a student to visit with a parent, stepparent, or legal guardian who has been called to duty for, is on leave from, or immediately returned from certain deployments. [See on page 23 for that section.]

#### **Secondary Grade Levels**

In addition, a junior or senior student's absence of up to two days related to visiting a college or university will be considered an exemption, provided this has been authorized by the board under policy FEA(LOCAL), the student receives approval from the campus principal, follows the campus procedures to verify such a visit, and makes up any work missed.

**An absence will also be considered an exemption if a student 17 years of age or older is pursuing enlistment in a branch of the U.S. armed services or Texas National Guard, provided the absence does not exceed four days and the student provides verification to the district of these activities.**

Absences of up to two days in a school year will also be considered an exemption for:

- A student serving as an early voting clerk, provided the district’s board has authorized this in policy FEA(LOCAL), the student notifies his or her teachers, and the student receives approval from the principal prior to the absences; and
- A student serving as an election clerk, if the student makes up any work missed.

An absence of a student in grades 6–12 for the purpose of sounding “Taps” at a military honors funeral for a deceased veteran will also be excused by the district.

### ***Failure to Comply with Compulsory Attendance***

#### **All Grade Levels**

School employees must investigate and report violations of the state compulsory attendance law. A student absent without permission from school; from any class; from required special programs, such as additional special instruction, termed “accelerated instruction” by the state; or from required tutorials will be considered in violation of the compulsory attendance law and subject to disciplinary action.

#### **Students with Disabilities**

If a student with a disability is experiencing attendance issues, the student’s ARD committee or Section 504 committee will be notified, and the committee will determine whether the attendance issues warrant an evaluation, a re-evaluation, and/or modifications to the student’s individualized education program or Section 504 plan, as appropriate.

#### **Age 19 and Older**

After a student age 19 or older incurs a third unexcused absence, the district will send the student a letter as required by law explaining that the district may revoke the student’s enrollment for the remainder of the school year if the student has more than five unexcused absences in a semester. As an alternative to revoking a student’s enrollment, the district may implement a behavior improvement plan.

#### **Between Ages 6 and 19**

When a student between ages 6 and 19 incurs unexcused absences for three or more days or parts of days within a four-week period, the school will send a notice to the student’s parent, as required by law, to remind the parent that it is the parent’s duty to monitor his or her child’s attendance and to require the student to come to school. The notice will also inform the parent that the district will initiate truancy prevention measures and request a conference between school administrators and the parent. These measures will include a behavior improvement plan, school-based community service, or referrals to either in-school or out-of-school counseling or other social services. Any other measures considered appropriate by the district will also be initiated.

The truancy prevention facilitator for the district is Cord Woerner at 830-693-4357. If you have questions about your student and the effect of his or her absences from school, please contact the facilitator or any other campus administrator.

A court of law may also impose penalties against a student's parent if a school-aged student is deliberately not attending school. A complaint against the parent may be filed in court if the student is absent without excuse from school on ten or more days or parts of days within a six-month period in the same school year.

If a student ages 12–18 incurs unexcused absences on ten or more days or parts of days within a six-month period in the same school year, the district, in most circumstances, will refer the student to truancy court.

[See policy FEA(LEGAL).]

### ***Attendance for Credit or Final Grade (Kindergarten–Grade 12)***

To receive credit or a final grade in a class, a student must attend at least 90 percent of the days the class is offered. A student who attends fewer than 90 percent of the days the class is offered will be referred to the attendance review committee to determine whether there are extenuating circumstances for the absences and how the student can regain credit or a final grade lost because of absences. [See policy FEC.]

All absences, whether excused or unexcused, must be considered in determining whether a student has attended the required percentage of days. In determining whether there were extenuating circumstances for the absences, the attendance committee will use the following guidelines:

- If makeup work is completed, absences for the reasons listed above at **Exemptions to Compulsory Attendance** will be considered extenuating circumstances for purposes of attendance for credit or the award of a final grade.
- A transfer or migrant student begins to accumulate absences only after he or she has enrolled in the district.
- In reaching a decision about a student's absences, the committee will attempt to ensure that it is in the best interest of the student.
- The committee will review absences incurred based on the student's participation in board-approved extracurricular activities. These absences will be considered by the attendance committee as extenuating circumstances in accordance with the absences allowed under FM(LOCAL) if the student made up the work missed in each class.
- The committee will consider the acceptability and authenticity of documented reasons for the student's absences.

- The committee will consider whether the absences were for reasons over which the student or the student’s parent could exercise any control.
- The committee will consider the extent to which the student has completed all assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.
- The student or parent will be given an opportunity to present any information to the committee about the absences and to talk about ways to earn or regain credit or a final grade.

The student or parent may appeal the committee’s decision to the board by following policy FNG(LOCAL).

The actual number of days a student must be in attendance in order to receive credit or a final grade will depend on whether the class is for a full semester or for a full year.

### ***Official Attendance-Taking Time (All Grade Levels)***

The district must submit attendance of its students to the TEA reflecting attendance at a specific time each day.

Official attendance is taken every day during the second instructional hour as required by state rule.

A student absent for any portion of the day, including at the official attendance-taking time, should follow the procedures below to provide documentation of the absence.

### ***Documentation after an Absence (All Grade Levels)***

When a student is absent from school, the student—upon arrival or return to school—must bring a note signed by the parent that describes the reason for the absence. A note signed by the student, even with the parent’s permission, will not be accepted unless the student is age 18 or older or is an emancipated minor under state law. A phone call from the parent may be accepted, but the district reserves the right to require a written note.

The campus will document in its attendance records for the student whether the absence is considered by the district to be excused or unexcused. **Note:** Unless the absence is for a statutorily allowed reason under compulsory attendance laws, the district is not required to excuse any absence, even if the parent provides a note explaining the absence.

### ***Doctor’s Note after an Absence for Illness (All Grade Levels)***

Upon returning to school, a student absent for more than 3 consecutive days because of a personal illness must bring a statement from a doctor or health clinic verifying the illness or condition that caused the student’s extended absence from school. Otherwise, the student’s

absence may be considered unexcused and, if so, would be considered to be in violation of compulsory attendance laws.

Should the student develop a questionable pattern of absences, the principal or attendance committee may require a statement from a doctor or health clinic verifying the illness or condition that caused the student's absence from school in order to determine whether the absence or absences will be excused or unexcused.

[See policy FEC(LOCAL).]

### ***Driver License Attendance Verification (Secondary Grade Levels Only)***

For a student between the ages of 16 and 18 to obtain a driver license, written parental permission must be provided for the Texas Department of Public Safety (DPS) to access the student's attendance records and, in certain circumstances, for a school administrator to provide the student's attendance information to DPS. A verification of enrollment (VOE) and attendance form may be obtained from the office, which the student will need to submit to DPS upon application for a driver license.

### **Accountability under State and Federal Law (All Grade Levels)**

Marble Falls ISD and each of its campuses are held to certain standards of accountability under state and federal law. A key component of the accountability requirements is the dissemination and publication of certain reports and information, which include:

- The Texas Academic Performance Report (TAPR) for the district, compiled by TEA, the state agency that oversees public education, based on academic factors and ratings;
- A School Report Card (SRC) for each campus in the district compiled by TEA based on academic factors and ratings;
- The district's financial management report, which will include the financial accountability rating assigned to the district by TEA;
- ~~The performance ratings of the district's evaluation of community and student engagement using the indicators required by law; and~~
- Information compiled by TEA for the submission of a federal report card that is required by federal law.

This information can be found on the district's website at [www.marblefallsisd.org](http://www.marblefallsisd.org). Hard copies of any reports are available upon request to the district's administration office.

TEA also maintains additional accountability and accreditation information at [TEA Performance Reporting Division](#) and the [TEA homepage](#).

## **Armed Services Vocational Aptitude Battery Test**

A student in grades 10–12 will be offered an opportunity to take the Armed Services Vocational Aptitude Battery test and consult with a military recruiter. Please contact the school counselor for information about this opportunity.

## **Awards and Honors (All Grade Levels)**

Awards and honors vary for each campus in Marble Falls ISD. Student excellence in many different endeavors is awarded and honored. For specific information, contact the campus office.

## **Bullying (All Grade Levels)**

Bullying is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, or damaging the a student’s property; or
- Placing a student in reasonable fear of physical harm to the student’s person or of damage to the student’s property; or
- Is so sufficiently severe, persistent, and or pervasive enough that it the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.

Bullying includes cyberbullying. Cyberbullying is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

The district is required to adopt policies and procedures regarding:

Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;

Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and

Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Bullying is prohibited by the district and could include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name-calling, rumor-spreading, or ostracism.

If a student believes that he or she has experienced bullying or has witnessed bullying of another student, it is important for the student or parent to notify a teacher, school counselor, principal, or another district employee as soon as possible to obtain assistance and intervention. The administration will investigate any allegations of bullying or other related misconduct.

If the results of an investigation indicate that bullying has occurred, the administration will take appropriate disciplinary action and may notify law enforcement in certain circumstances. Disciplinary or other action may be taken even if the conduct did not rise to the level of bullying. Available counseling options will be provided to these individuals, as well as to any students who have been identified as witnesses to the bullying.

Any retaliation against a student who reports an incident of bullying is prohibited.

Upon the recommendation of the administration, the board may, in response to an identified case of bullying, decide to transfer a student found to have engaged in bullying to another classroom at the campus. In consultation with the student's parent, the student may also be transferred to another campus in the district. The parent of a student who has been determined by the district to be a victim of bullying may request that his or her child be transferred to another classroom or campus within the district. [See **Safety Transfers/Assignments** on page 24.]

A copy of the district's policy is available in the principal's office, superintendent's office, and on the district's website, and is included at the end of this handbook in the form of an appendix. Procedures related to reporting allegations of bullying may also be found on the district's website.

A student or parent who is dissatisfied with the outcome of an investigation may appeal through policy FNG(LOCAL).

[See **Safety Transfers/Assignments** on page 24, **Dating Violence, Discrimination, Harassment, and Retaliation** on page 48, **Hazing** on page 69, policy FFI, and the district improvement plan, a copy of which can be viewed in the campus office.]

## **Career and Technical Education (CTE) Programs (Secondary Grade Levels Only)**

The district offers career and technical education programs in the following areas: Arts and Humanities, Business and Industry, Public Services, STEM (Science, Technology, Engineering, and Math), and Multidisciplinary Studies. Please see the counselor for additional information concerning admission into these programs and requirements for graduation.

These programs will be offered without regard to race, color, national origin, sex, or disability. Marble Falls ISD will take steps to ensure that lack of English language skills will not be a barrier to admission and participation in all educational and CTE programs. [See **Nondiscrimination Statement** on page 81 for the name and contact information for the Title IX coordinator and Section 504 coordinator, who will address certain allegations of discrimination.]

## **Celebrations (All Grade Levels)**

Although a parent or grandparent is not prohibited from providing food for a school-designated function or for children in the child's or grandchild's classroom for his or her birthday, please be aware that children in the school may have severe allergies to certain food products. Therefore, it is imperative to have the teacher approve any food being brought into the classroom for any purpose. Occasionally, the school or a class may host certain functions or celebrations tied to the curriculum that will involve food. The school or teacher will notify students and parents of any known food allergies when soliciting potential volunteers for bringing food products. It is strongly encouraged that birthday treat items and items brought for school-designated functions be store-bought with ingredient labels brought to the campus for allergen review. If bringing "Home Made" items to school, please provide a list of ingredients to the teacher/campus for allergen review. **When school-designated functions or birthdays are being celebrated, please refrain from bringing decorations, party favors or gifts.**

[See **Food Allergies** on page 72.]

## **Child Sexual Abuse and Other Maltreatment of Children (All Grade Levels)**

The district has established a plan for addressing child sexual abuse and other maltreatment of children. As a parent, it is important for you to be aware of warning signs that could indicate a child may have been or is being sexually abused. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child's mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. A person who compels or encourages a child to engage in sexual conduct commits abuse. It is illegal to make or possess child pornography or to display such material to a child. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility, under state law, for reporting the suspected abuse or neglect to law enforcement or to Child Protective Services (CPS).

Possible physical warning signs of sexual abuse could be difficulty sitting or walking, pain in the genital areas, and claims of stomachaches and headaches. Behavioral indicators may include verbal references or pretend games of sexual activity between adults and children, fear of being alone with adults of a particular gender, or sexually suggestive behavior. Emotional warning signs to be aware of include withdrawal, depression, sleeping and eating disorders, and problems in school.

A child who has experienced sexual abuse or any other type of abuse or neglect should be encouraged to seek out a trusted adult. Be aware as a parent or other trusted adult that disclosures of sexual abuse may be more indirect than disclosures of physical abuse and neglect, and it is important to be calm and comforting if your child, or another child, confides in you. Reassure the child that he or she did the right thing by telling you.

As a parent, if your child is a victim of sexual abuse or other maltreatment, the school counselor or principal will provide information regarding counseling options for you and your child available in your area. The Texas Department of Family and Protective Services (DFPS) also manages early intervention counseling programs. [To find out what services may be available in your county, see [Texas Department of Family and Protective Services, Programs Available in Your County](#).]

The following websites might help you become more aware of child abuse and neglect:

- [Child Welfare Information Gateway Factsheet](#)
- [KidsHealth, For Parents, Child Abuse](#)
- [Texas Association Against Sexual Assault, Resources](#)
- [Texas Attorney General, What We Can Do About Child Abuse Part 1](#)
- [Texas Attorney General, What We Can Do About Child Abuse Part 2](#)

Reports of abuse or neglect may be made to:

The CPS division of the DFPS (1-800-252-5400 or on the web at [Texas Abuse Hotline Website](#)).

## **Class Rank/Highest-Ranking Student (Secondary Grade Levels Only)**

### **Weighted Rank Point Chart**

The Marble Falls ISD weighted rank point chart is detailed in the Marble Falls High School Course Description Guide. The chart is used to calculate a student's weighted cumulative rank average and is not reflected in the actual numerical grade recorded for each course on the academic achievement record (transcript) or the report card. Actual numerical semester grades are reported on transcripts and reports cards, but are converted to the weighted rank points according to the chart (course description guide) for purposes of denoting ranking. Students will receive higher "weighted" rank points for the more rigorous level courses. For example: A

student who takes English I Pre AP with a semester grade of 85 would earn rank points of 5.5 for that course.

The average used to calculate class rank is the sum of the total weighted rank points divided by the total number of ranked semester courses taken in high school. Under this rank point system, a student who takes English I (regular) with a semester actual grade of 85 would earn a rank point of 4.5 as compared to an English I Pre AP rank point of 5.5. This is to reflect the level of challenge in a given course.

Grades earned through correspondence courses, credit by exam for acceleration, credit by exam for credit restoration, summer school, middle school/junior high credits not taken on the high school campus, or other coursework not offered through the internal validation/moderation of the high school campus will not be used in the calculation of class rank. Weighted grade points will only be assigned upon full completion of each semester of applicable courses. If a student does not complete the course, the appropriate correlating course regular grade weight will be used. (Example: A student who drops English III AP and shifts to the English III regular course will receive the regular course weight for English III.) In addition, Level V advanced grade weight will be assigned only upon full completion of those specified courses. (Note: Grades below 70 in Pre-AP, Dual Credit (class of 2018) or AP classes do not have the weighted points added to their grade.

[For further information, see policy EIC.]

## **Weighted Course Listings**

**Courses Receiving Level IV Weighted Ranking** – Courses designated as AP

**Courses Receiving Level III Weighted Ranking** – Courses designated as Pre-AP, DAP, and Humanities. Dual Credit (beginning with Freshman class of 2015)

**Courses Receiving Level II Weighted Ranking** – All regular English, Math, Science, Social Studies and Foreign Language courses not designated as pre-AP, AP, or dual credit with the exception of Psychology and Sociology

**Courses Receiving Level I Weighted Ranking** – all English, Math, Science and Social Studies courses [For further information, see policy EIC.]

## **CLASS RANK**

The purpose of class ranking is to accurately portray a student's academic standing in a class. The primary intent is to provide information to post graduate institutions during admission and scholarship reviews as to the level of study attempted and mastered in common courses of study in a given graduating class. For this reason, it is important that the high school ranking procedure provide a fair comparison among students across a common standard of performance.

**Class rank is the academic position a student has in relation to other students in the grade level.** The student with the highest rank average is identified as “first in class” (Number 1), the second highest rank average as “second in class” (Number 2), and so on. For example: A graduating class of 250 will have the student with the highest rank average identified as “Number 1” (1 of 250). This would be the valedictorian. The lowest rank average would be “Number 250” (250 of 250). Quartile rankings are drawn from this. For example: Students ranked Number 1-125 would be in the “top 50%” or “top half” of the class.

**At the beginning of the senior year**, each student will receive a report showing his/her exact rank in the class. This rank will reflect course work completed in the 1<sup>st</sup> six semesters of high school (grades 9-11). Rankings will be updated at the end of the first semester of the senior year. Three year and December graduates (“Early Graduates”) will be dual ranked at this time (see “Dual Ranking” description). **Final rankings** (for college admissions and will be determined at the end of the 3<sup>rd</sup> quarter grade-reporting period and will be available after the Senior Scholarship Awards Ceremony held on campus in May. At this time, the Valedictorian and Salutatorian and Honor Graduates will be announced.

### **Top Ten Percent – Automatic Admission**

For two school years following their graduation, District graduates who ranked in the top ten percent of their graduating class are eligible for automatic admission into four-year public universities and colleges in Texas (except UT Austin which sets their automatic admission standard differently from year to year). Students and parents should contact the counselor for further information about how to apply and the deadline for application. Early graduates are not included in the top ten percent list. [For further information, see policies at EIC.]

### **Valedictorian & Salutatorian**

Only students enrolled in and completing high school in exactly four years and enrolled at Marble Falls High School during the complete junior/senior year (enrollment within the first six weeks of the junior year) will be eligible to be the valedictorian or salutatorian. Early graduates are not eligible.

### **Dual Ranking**

Early graduates will be dual ranked with the four-year graduates for purposes of issuing a class rank for college admission/scholarship considerations only. This will assist in maintaining a common standard of comparison across grade levels while providing an option for those students seeking to enter post-graduate study with recognition on an accelerated schedule. A dual rank listing will be created by placing early graduates at the level their rank would otherwise indicate. They will not be included in the listing of “top 10 percent” forwarded to the college coordinating board for automatic admission purposes.

**For example:**

<u>Class Rank</u>	<u>4 Year Graduates</u>	<u>Early Graduates</u>
1	7.53 (Valedictorian)	7.53
2	7.0 (Salutatorian)	7.00
3	6.971	6.88
4	6.72	6.70

In this example, the 4 year graduates listed are the numbers 1-4 in the class. Their names will be included in the top 10 percent number (25 of 250 students, for example) for automatic admission. The 4 year graduate with the 7.53 will be identified as the valedictorian.

### **Honor Graduates**

A Marble Falls High School Honor Graduate is defined as a student who meets both of the following criteria:

- completes high school in exactly four years
- is ranked in the top 10% of the graduating class

*Early graduates are not considered for Honor Graduate status but will be recognized at the Senior Scholarship Awards Night and Graduation if their GPA falls within the top 10% in the class.*

Marble Falls ISD is fortunate to have a continuum of services available to the interests, needs, and post-graduate pursuits of all students. Students or parents with questions regarding the class ranking procedure, its purposes, implementation, and/or impact on individual students should contact their school counselor for details.

[For further information, see policy EIC.]

Beginning with students who entered grade 9 in the 2014–15 school year, a new graduation program is in effect. Therefore, class ranking procedures may be adjusted by the district based on the new graduation plan. As these decisions are made, the district will make the information available to the students affected by these changes.

### **Class Schedules (Secondary Grade Levels Only)**

All students are expected to attend school for the entire school day and maintain a class/course schedule to fulfill each period of the day. Exceptions may be made occasionally by the campus principal for students in grades 9–12 who meet specific criteria and receive parental consent to enroll in less than a full-day's schedule.

[See **Schedule Changes** on page 89 for information related to student requests to revise their course schedule.]

### **College and University Admissions (Secondary Grade Levels Only)**

For two school years following his or her graduation, a district student who graduates in the top ten percent and, in some cases, the top 25 percent, of his or her class is eligible for automatic admission into four-year public universities and colleges in Texas if the student:

- Completes the distinguished level of achievement under the foundation graduation program (a student must graduate with at least one endorsement and must have taken Algebra II as one of the four required math courses); or
- Satisfies the ACT College Readiness Benchmarks or earns at least a 1500 out of 2400 on the SAT.

In addition, the student must submit a completed application for admission in accordance with the deadline established by the college or university. The student is ultimately responsible for ensuring that he or she meets the admission requirements of the university or college to which the student submits an application.

The University of Texas at Austin may limit the number of students automatically admitted to 75 percent of the University's enrollment capacity for incoming resident freshmen. For students who are eligible to enroll in the University during the summer or fall 2018 term, the University will be admitting the top seven percent of the high school's graduating class who meet the above requirements. Additional applicants will be considered by the University through a holistic review process.

Should a college or university adopt an admissions policy that automatically accepts the top 25 percent of a graduating class, the provisions above will also apply to a student ranked in the top 25 percent of his or her class.

Students and parents should contact the school counselor for further information about automatic admissions, the application process, and deadlines.

[See **Class Rank/Highest-Ranking Student** on page 38 for information specifically related to how the district calculates a student's rank in class, and requirements for **Graduation** on page 64 for information associated with the foundation graduation program].

### **College Credit Courses (Secondary Grade Levels Only)**

Students in grades 9–12 have opportunities to earn college credit through the following methods:

- Certain courses taught at the high school campus, which may include courses termed dual credit, Advanced Placement (AP), International Baccalaureate (IB), or college preparatory;

- Enrollment in an AP or dual credit course through the Texas Virtual School Network (TxVSN);
- Enrollment in courses taught in conjunction and in partnership with specific colleges which may be offered on or off campus;
- Enrollment in courses taught at other colleges or universities; and
- Certain CTE courses.

All of these methods have eligibility requirements and must be approved prior to enrollment in the course. Please see the school counselor for more information. Depending on the student's grade level and the course, a state-mandated end-of-course assessment may be required for graduation.

It is important to keep in mind that not all colleges and universities accept credit earned in all dual credit or AP courses taken in high school for college credit. Students and parents should check with the prospective college or university to determine if a particular course will count toward the student's desired degree plan.

## **Communications—Automated**

### ***Emergency***

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. An emergency purpose may include early dismissal or delayed opening because of severe weather or another emergency, or if the campus must restrict access due to a security threat. It is crucial to notify your child's school when a phone number previously provided to the district has changed.

[See **Safety** on page 87 for information regarding contact with parents during an emergency situation.]

### ***Nonemergency***

Your child's school will request that you provide contact information, such as your phone number and e-mail address, in order for the school to communicate items specific to your child, your child's school, or the district. If you consent to receive such information through a landline or wireless phone, please ensure that you notify the school's administration office immediately upon a change in your phone number. The district or school may generate automated or pre-recorded messages, text messages, or real-time phone or e-mail communications that are closely related the school's mission, so prompt notification of any change in contact information will be crucial to maintain timely communication with you. Standard messaging rates of your phone carrier may apply. If you have specific requests or needs related to how the

district contacts you, please contact your child's principal. [See **Safety** on page 87 for information regarding contact with parents during an emergency situation.]

## **Complaints and Concerns (All Grade Levels)**

Usually student or parent complaints or concerns can be addressed informally by a phone call or a conference with the teacher or principal. For those complaints and concerns that cannot be handled so easily, the board has adopted a standard complaint policy at FNG(LOCAL) in the district's policy manual. A copy of this policy may be obtained in the principal's or superintendent's office [www.marblefallsisd.org](http://www.marblefallsisd.org).

Should a parent or student feel a need to file a formal complaint, the parent or student should file a district complaint form within the timelines established in policy FNG(LOCAL). In general, the student or parent should submit the written complaint form to the campus principal. If the concern is not resolved, a request for a conference should be sent to the superintendent. If still unresolved, the district provides for the complaint to be presented to the board of trustees.

## **Conduct (All Grade Levels)**

### ***Applicability of School Rules***

As required by law, the board has adopted a Student Code of Conduct that prohibits certain behaviors and defines standards of acceptable behavior—both on and off campus as well as on district vehicles—and consequences for violation of these standards. The district has disciplinary authority over a student in accordance with the Student Code of Conduct. Students and parents should be familiar with the standards set out in the Student Code of Conduct, as well as campus and classroom rules. During any periods of instruction during the summer months, the Student Handbook and Student Code of Conduct in place for the year immediately preceding the summer period shall apply, unless the district amends either or both documents for the purposes of summer instruction.

### ***Campus Behavior Coordinator***

By law, each campus has a campus behavior coordinator to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The campus behavior coordinator at each district campus is listed below:

Marble Falls High School – Damon Adams, principal or administrator designee

Falls Career High School – Peggy Little, principal or administrator designee

Marble Falls Middle School – Roger Barr, principal or administrator designee

Colt Elementary School – Erika O'Connor, principal or administrator designee

Highland Lakes Elementary School – Bethany Birdwell, principal or administrator designee

Marble Falls Elementary School – Michael Haley, principal or administrator designee

Spicewood Elementary School – Susan Cox, principal

### ***Disruptions of School Operations***

Disruptions of school operations are not tolerated and may constitute a misdemeanor offense. As identified by law, disruptions include the following:

- Interference with the movement of people at an exit, entrance, or hallway of a district building without authorization from an administrator.
- Interference with an authorized activity by seizing control of all or part of a building.
- Use of force, violence, or threats in an attempt to prevent participation in an authorized assembly.
- Use of force, violence, or threats to cause disruption during an assembly.
- Interference with the movement of people at an exit or an entrance to district property.
- Use of force, violence, or threats in an attempt to prevent people from entering or leaving district property without authorization from an administrator.
- Disruption of classes or other school activities while on district property or on public property that is within 500 feet of district property. Class disruption includes making loud noises; trying to entice a student away from, or to prevent a student from attending, a required class or activity; and entering a classroom without authorization and disrupting the activity with loud or profane language or any misconduct.
- Interference with the transportation of students in vehicles owned or operated by the district.

### ***Social Events***

School rules apply to all school social events. Guests attending these events are expected to observe the same rules as students, and a student inviting a guest will share responsibility for the conduct of his or her guest.

A student attending a social event will be asked to sign out when leaving before the end of the event; anyone leaving before the official end of the event will not be readmitted.

Please contact the campus principal if you are interested in serving as a chaperone for any school social events.

## **Counseling**

### ***Academic Counseling***

#### **Elementary and Middle/Junior High School Grade Levels**

The school counselor is available to students and parents to talk about the importance of postsecondary education and how best to plan for postsecondary education, including appropriate courses to consider and financial aid availability and requirements.

In either grade 7 or 8, each student will receive instruction related to how the student can best prepare for high school, college, and a career.

#### **High School Grade Levels**

High school students and their parents are encouraged to talk with a school counselor, teacher, or principal to learn more about course offerings, graduation requirements, and early graduation procedures. Each year, high school students will be provided information on anticipated course offerings for the next school year and other information that will help them make the most of academic and CTE opportunities, as well as information on the importance of postsecondary education.

The school counselor can also provide information about entrance exams and application deadlines, as well as information about automatic admission, financial aid, housing, and scholarships as these relate to state colleges and universities. The school counselor can also provide information about workforce opportunities after graduation or technical and trade school opportunities, including opportunities to earn industry-recognized certificates and licenses.

#### ***Personal Counseling (All Grade Levels)***

The school counselor is available to assist students with a wide range of personal concerns, including such areas as social, family, emotional or mental health issues, or substance abuse. A student who wishes to meet with the school counselor should contact the counseling office at their campus. As a parent, if you are concerned about your child's mental or emotional health, please speak with the school counselor for a list of resources that may be of assistance.

[See **Substance Abuse Prevention and Intervention** on page 97 and **Suicide Awareness** on page 97.]

#### **Course Credit (Secondary Grade Levels Only)**

A student in grades 9–12, or in a lower grade when a student is enrolled in a high school credit-bearing course, will earn credit for a course only if the final grade is 70 or above. For a two-semester (1 credit) course, the student's grades from both semesters will be averaged and credit will be awarded if the combined average is 70 or above. Should the student's combined

average be less than 70, the student will be required to retake the semester in which he or she failed.

### **Credit by Examination—If a Student Has Taken the Course/Subject (All Grade Levels)**

A student who has previously taken a course or subject—but did not receive credit or a final grade for it—may, in circumstances determined by the principal or attendance committee, be permitted to earn credit by passing an exam approved by the district’s board of trustees on the essential knowledge and skills defined for that course or subject. Prior instruction may include, for example, incomplete coursework due to a failed course or excessive absences, homeschooling, or coursework by a student transferring from a nonaccredited school. The opportunity to take an examination to earn credit for a course or to be awarded a final grade in a subject after the student has had prior instruction is sometimes referred to as “credit recovery.”

The school counselor or principal would determine if the student could take an exam for this purpose. If approval is granted, the student must score at least 70 on the exam to receive credit for the course or subject.

The attendance review committee may also offer a student with excessive absences an opportunity to earn credit for a course by passing an exam.

[For further information, see the school counselor and policy EHDB(LOCAL).]

### **Credit by Examination for Advancement/Acceleration—If a Student Has Not Taken the Course/Subject**

A student will be permitted to take an exam to earn credit for an academic course or subject area for which the student has had no prior instruction, i.e., for advancement or to accelerate to the next grade level. The exams offered by the district are approved by the district’s board of trustees, and state law requires the use of certain exams, such as College Board Advanced Placement (AP) and College Level Examination Program (CLEP) tests, when applicable. The dates on which exams are scheduled during the 2017–18 school year will be published in appropriate district publications and on the district’s website. The only exceptions to the published dates will be for any exams administered by another entity besides the district or if a request is made outside of these time frames by a student experiencing homelessness or by a student involved in the foster care system. When another entity administers an exam, a student and the district must comply with the testing schedule of the other entity. During each testing window provided by the district, a student may attempt a specific exam only once.

If a student plans to take an exam, the student (or parent) must register with the school counselor no later than 30 days prior to the scheduled testing date. [For further information, see policy EHDC.]

### ***Kindergarten Acceleration***

In accordance with State Board rules, the Board shall approve procedures developed by the Superintendent or designee to allow a child who is five years old at the beginning of the school year to be assigned initially to grade 1 rather than kindergarten. Criteria for acceleration may include:

1. Scores on readiness tests or achievement tests that may be administered by appropriate District personnel.
2. Recommendation of the kindergarten or preschool the student has attended.
3. Chronological age and observed social and emotional development of the student.

Other criteria deemed appropriate by the principal and Superintendent.

### ***Students in Grades 1–5***

A student in elementary school will be eligible to accelerate to the next grade level if the student scores at least 80 on each exam in the subject areas of language arts, mathematics, science, and social studies, a district administrator recommends that the student be accelerated, and the student's parent gives written approval of the grade advancement.

### ***Students in Grades 6–12***

A student in grade 6 or above will earn course credit with a passing score of at least 80 on the exam, a scaled score of 50 or higher on an exam administered through the CLEP, or a score of 3 or higher on an AP exam, as applicable. A student may take an exam to earn high school course credit no more than twice. If a student fails to achieve the designated score on the applicable exam before the beginning of the school year in which the student would need to enroll in the course according to the school's high school course sequence, the student must complete the course.

### **Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels)**

The district believes that all students learn best in an environment free from dating violence, discrimination, harassment, and retaliation and that their welfare is best served when they are free from this prohibited conduct while attending school. Students are expected to treat other students and district employees with courtesy and respect, to avoid behaviors known to be offensive, and to stop those behaviors when asked or told to stop. District employees are expected to treat students with courtesy and respect.

The board has established policies and procedures to prohibit and promptly respond to inappropriate and offensive behaviors that are based on a person's race, color, religion, gender, national origin, disability, or any other basis prohibited by law. A copy of the district's policy is

available in the principal's office and in the superintendent's office or on the district's website at [www.marblefallsisd.org](http://www.marblefallsisd.org) [See policy FFH.]

### ***Dating Violence***

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense. This type of conduct is considered harassment if the conduct is so severe, persistent, or pervasive that it affects the student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of dating violence against a student may include, but are not limited to, physical or sexual assaults; name-calling; put-downs; threats to hurt the student, the student's family members, or members of the student's household; destroying property belonging to the student; threats to commit suicide or homicide if the student ends the relationship; threats to harm a student's current dating partner; attempts to isolate the student from friends and family; stalking; or encouraging others to engage in these behaviors.

### ***Discrimination***

Discrimination is defined as any conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, disability, age, or any other basis prohibited by law that negatively affects the student.

### ***Harassment***

Harassment, in general terms, is conduct so severe, persistent, or pervasive that it affects the student's ability to participate in or benefit from an educational program or activity; creates an intimidating, threatening, hostile, or offensive educational environment; or substantially interferes with the student's academic performance.

Examples of harassment may include, but are not limited to, offensive or derogatory language directed at a person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

In addition to dating violence as described above, two other types of prohibited harassment are described below.

### ***Sexual Harassment and Gender-Based Harassment***

Sexual harassment and gender-based harassment of a student by an employee, volunteer, or another student are prohibited.

Examples of sexual harassment may include, but not be limited to, touching private body parts or coercing physical contact that is sexual in nature; sexual advances; jokes or conversations of a sexual nature; and other sexually motivated conduct, communications, or contact.

Sexual harassment of a student by an employee or volunteer does not include necessary or permissible physical contact not reasonably construed as sexual in nature, such as comforting a child with a hug or taking the child's hand. However, romantic and other inappropriate social relationships, as well as all sexual relationships, between students and district employees are prohibited, even if consensual.

Gender-based harassment includes harassment based on a student's gender, expression by the student of stereotypical characteristics associated with the student's gender, or the student's failure to conform to stereotypical behavior related to gender.

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include, but not be limited to, offensive jokes, name-calling, slurs, or rumors; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

### ***Retaliation***

Retaliation against a person who makes a good faith report of discrimination or harassment, including dating violence, is prohibited. Retaliation against a person who is participating in an investigation of alleged discrimination or harassment is also prohibited. A person who makes a false claim or offers false statements or refuses to cooperate with a district investigation, however, may be subject to appropriate discipline.

Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

### ***Reporting Procedures***

Any student who believes that he or she has experienced dating violence, discrimination, harassment, or retaliation should immediately report the problem to a teacher, school counselor, principal, or other district employee. The report may be made by the student's parent. [See policy FFH(LOCAL) and (EXHIBIT) for other appropriate district officials to whom to make a report.]

Upon receiving a report of prohibited conduct as defined by policy FFH, the district will determine whether the allegations, if proven, would constitute prohibited conduct as defined

by that policy. If not, the district will refer to policy FFI to determine if the allegations, if proven, would constitute bullying, as defined by law and that policy. If the alleged prohibited conduct, if proven, would constitute prohibited conduct and would also be considered bullying as defined by law and policy FFI, an investigation of bullying will also be conducted.

The district will promptly notify the parents of any student alleged to have experienced prohibited conduct involving an adult associated with the district. In the event alleged prohibited conduct involves another student, the district will notify the parents of the student alleged to have experienced the prohibited conduct when the allegations, if proven, would constitute a violation as defined by policy FFH.

### ***Investigation of Report***

To the extent possible, the district will respect the privacy of the student; however, limited disclosures may be necessary to conduct a thorough investigation and to comply with law. Allegations of prohibited conduct, which includes dating violence, discrimination, harassment, and retaliation, will be promptly investigated.

If a law enforcement or other regulatory agency notifies the district that it is investigating the matter and requests that the district delay its investigation, the district will resume the investigation at the conclusion of the agency's investigation.

During the course of an investigation and when appropriate, the district will take interim action to address the alleged prohibited conduct.

If the district's investigation indicates that prohibited conduct occurred, appropriate disciplinary action, and, in some cases, corrective action, will be taken to address the conduct. The district may take disciplinary and corrective action even if the conduct that is the subject of the complaint was not unlawful.

All involved parties will be notified of the outcome of the district investigation within the parameters and limits allowed under the Family Educational Rights and Privacy Act (FERPA).

A student or parent who is dissatisfied with the outcome of the investigation may appeal in accordance with policy FNG(LOCAL).

### **Discrimination**

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 48.]

### **Distance Learning**

#### ***All Grade Levels***

Distance learning and correspondence courses include courses that encompass the state-required essential knowledge and skills but are taught through multiple technologies and

alternative methodologies such as mail, satellite, Internet, video-conferencing, and instructional television.

If a student wishes to enroll in a correspondence course or a distance learning course that is not provided through the Texas Virtual School Network (TxVSN), as described below, in order to earn credit in a course or subject, the student must receive permission from the principal prior to enrolling in the course or subject. If the student does not receive prior approval, the district may not recognize and apply the course or subject toward graduation requirements or subject mastery.

### ***Texas Virtual School Network (TxVSN) (Secondary Grade Levels)***

The Texas Virtual School Network (TxVSN) has been established by the state as one method of distance learning. A student has the option, with certain limitations, to enroll in a course offered through the TxVSN to earn course credit for graduation.

Depending on the TxVSN course in which a student enrolls, the course may be subject to the “no pass, no play” rules. [See **Extracurricular Activities, Clubs, and Organizations** on page 60.] In addition, for a student who enrolls in a TxVSN course for which an end-of-course (EOC) assessment is required, the student must still take the corresponding EOC assessment.

If you have questions or wish to make a request that your child be enrolled in a TxVSN course, please contact the school counselor. Unless an exception is made by the principal, a student will not be allowed to enroll in a TxVSN course if the school offers the same or a similar course. For more information regarding TxVSN, please see your campus counselor.

## **Distribution of Literature, Published Materials, or Other Documents (All Grade Levels)**

### ***School Materials***

Publications prepared by and for the school may be posted or distributed, with the prior approval of the principal, sponsor, or teacher. Such items may include school posters, brochures, flyers, etc.

The school yearbook is available to students.

All school publications are under the supervision of a teacher, sponsor, and the principal.

### ***Non-school Materials***

#### **From Students**

Students must obtain prior approval from the campus principal before selling, posting, circulating, or distributing more than 10 copies of written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials that were not developed under the oversight of the school. To be considered, any non-school material must

include the name of the sponsoring person or organization. The decision regarding approval will be made within two school days.

The campus principal will designate the location for approved non-school materials to be placed for voluntary viewing or collection by students. [See policy FNAA.]

A student may appeal a decision in accordance with policy FNG(LOCAL). Any student who sells, posts, circulates, or distributes non-school material without prior approval will be subject to disciplinary action in accordance with the Student Code of Conduct. Materials displayed without approval will be removed.

### **From Others**

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the district or by a district-affiliated school-support organization will not be sold, circulated, distributed, or posted on any district premises by any district employee or by persons or groups not associated with the district, except as permitted by policy GKDA. To be considered for distribution, any non-school material must meet the limitations on content established in the policy, include the name of the sponsoring person or organization, and be submitted to the campus principal for prior review. The principal will approve or reject the materials within two school days of the time the materials are received. The requestor may appeal a rejection in accordance with the appropriate district complaint policy. [See policies at DGBA or GF.]

The campus principal will designate the location for approved non-school materials to be placed for voluntary viewing or collection.

Prior review will not be required for:

- Distribution of materials by an attendee to other attendees of a school-sponsored meeting intended for adults and held after school hours.
- Distribution of materials by an attendee to other attendees of a community group meeting held after school hours in accordance with policy GKD(LOCAL) or a noncurriculum-related student group meeting held in accordance with FNAB(LOCAL).
- Distribution for electioneering purposes during the time a school facility is being used as a polling place, in accordance with state law.

All non-school materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

### **Dress and Grooming**

The district's dress code is established to teach grooming and hygiene, prevent disruption, and minimize safety hazards. Students should be dressed and groomed in a manner that is clean and neat and that will not be a health or safety hazard to themselves or others. The District

prohibits any clothing or grooming that in the principal's judgment may reasonably be expected to cause disruption of or interference with normal school operations. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

### **Secondary Grade Levels**

- Students will be expected to be in compliance with the dress code while standing or sitting.
- Shirts must be size appropriate with the midriff fully covered at all times (even when arms raised). Students shall not wear clothing items that contain messages that are vulgar, offensive, obscene, or libelous; that denigrate others on the basis of race, color, religion, creed, national origin, gender, gender identity, sexual orientation, or disability; Slogans, and graphics on clothing must be appropriate for school (ex. No profanity, alcohol, drug, tobacco, sex, inappropriate language, inappropriate pictures, gestures and/or depictions of violent images.) Sleeveless shirts are permissible for females - with at least a 3-inch width across the shoulders; tank tops, spaghetti straps or backless tops are not allowed. Shirts may not be revealing, low-cut, see-thru (lace inserts), or excessively tight. Shirts must lie flat with no exposed cleavage and must be worn no more than 3 inches below the collar bone.
- Shorts may be worn if the length is to the fingertips of the middle fingers with the arms extended down to the sides, they are hemmed, and are not "form fitting". (i.e., spandex and biker shorts are some but not all of the form fitting style shorts) "Wind" shorts will not be allowed.
- Skirts/Dresses may be worn if the length is to the fingertips of the middle fingers with the arms extended down to the sides, (including slits). Dresses may be sleeveless (see shirt guidelines above). (Female only).
- Pants should be worn at appropriate body size. (no sagging or clothing stretched skin tight). Skin and/or undergarments must not be exposed. Leggings/Yoga Pants may be worn only if shirts worn are at fingertip length of the middle fingers with arms extended down to the sides. Shoes should be visible (bell bottoms may not cover the shoes.) Rips or holes in pants must be below finger-tip length. Appropriateness/Inappropriateness of torn clothing (frays) will be determined by the school administration
- Sweatshirts/Sweaters/Hoodies are appropriate (see shirt guidelines). Hood must be removed in the building; Cardigan (open) sweater/vests may be worn over the approved dress code clothing.
- Coats should be worn as is seasonally appropriate.
- Undergarments must be worn but not visible.
- Shoes or sandals must be worn and should reflect typical work attire. (i.e. beach/water shoes, house/bedroom slippers, cleats, rollers, metal taps or steel toes are not typical work attire shoes).

- Caps/hats may be worn to school, but must be removed while in the building, except in gyms, athletic areas or shop areas. Students are not allowed to wear bandanas, doo-rags or wave caps.
- All clothing should be neat and clean.
- Jewelry is appropriate, if discreet and non-distracting. Any type that may be deemed as a hazard for the wearer or others would not be appropriate for school (this includes but is not limited to the following: wallet chain, heavy chains or necklaces, rings with jagged or sharp ornamentation, anything with spikes, etc.) Gauges are not permitted to be worn in any student's ears at any time.
- Piercings are acceptable for female students in ears only with a maximum of 2 per ear. Males with ear piercings will remove these for the duration of the day (none to be worn on campus). Body piercings (ex. nose, lip, belly button, tongue) must be removed on campus. Band-Aids, spacers and/or any other coverings may not be used to fill in or cover the piercings. Gauges are not permitted to be worn in any student's ears at any time.
- Tattoos must be covered at all times.
- Hair shall be clean, well groomed, and shall not cover the eyes. Distracting haircuts (i.e. Mohawks, etc.) or hair colors will not be allowed. Hair must be of natural color (i.e. green, blue, pink etc. are not acceptable) which also includes feathers, braids and inserts.
- Contacts must be of natural eye color.
- Make-up, finger nail polish, and other cosmetics are limited to females & must be applied appropriately. Masks, excessive markings on face or face paints are not allowed.
- Mustaches, goatees and beards are not acceptable. Side burns should be kept trimmed and should not extend below the earlobe. Students are expected to be clean shaven upon arrival on campus. Eyebrow markings are not allowed.
- Sunglasses and/or colored glasses must be removed while in the building during the instructional day and may only be in a student's possession and worn if prescribed by a physician.

### **Elementary Grade Levels**

The homeroom/classroom teacher is responsible for determining if the apparel worn to school adheres to the dress code requirements. Any school personnel may determine that clothing has been altered during the course of the school day after consulting with the homeroom teacher. If this occurs, the student is subject to disciplinary action. Specifically, the following rules governing dress and grooming shall be observed:

- Clothing and decorations (buttons, etc.) with obscene, offensive or vulgar messages and/or advertisements for prohibited materials such as tobacco products, alcoholic

beverages, drugs or any other substance prohibited under FNCF (LEGAL) shall not be permitted.

- Clothes are to be worn only as originally designed by the manufacturer.
- The midriff must be covered.
- Shoes must be worn at all times, laced if needed, and with the foot fully inserted into the shoe. No flip-flop sandals allowed. Shoes with metal taps or rollers are not allowed. Tennis shoes must be worn in PE in order to participate safely.
- Cleanliness shall be expected at all times.
- Hair shall be kept clean and well groomed.
- Students may wear shorts that are mid-thigh or longer in length.
- Hats, caps, bandanas or sweatbands may not be worn.
- Clothes should be worn at the appropriate body size – no very loose or “baggy” clothes or tight-fitting clothes.
- Shirts and blouses shall be buttoned except at the collar.
- Pants or shorts shall be worn on the waist without underwear exposed.
- Unusual hair styles, such as “rat tails,” mohawks, unnatural hair coloring (pink, green, etc.), and extremes in makeup will not be allowed.
- Tattoos are NOT permitted (permanent or temporary).
- Female Specific: 1) Sleeveless shirts are permissible with at least a 2-inch width across the shoulders; tank tops, spaghetti straps, or backless shirts are not permitted.
- Piercings for females are acceptable in ears only with a maximum of 2 per earlobe.
- Leggings may be worn if the length of the shirt is mid-thigh or longer, including slits.
- Male Specific: 1) Muscle shirts are not be permitted
- Males with ear piercings will remove jewelry for the duration of the school day (none to be worn on campus).

## **Dress Code Violations and Consequences**

When school personnel determines that a student is not following the dress code, the student will be sent to the office with a note specifying the problem. If the principal or designee determines that a student's grooming or clothing violates the school's dress code, the student will be given an opportunity to correct the problem at school. If not corrected, the student may be assigned to in-school suspension for the remainder of the day, until the problem is corrected, or until a parent or designee brings an acceptable change of clothing to the school. Repeated offenses may result in more serious disciplinary action in accordance with the Student Code of Conduct.

Determination as to what is neat, clean, decent, modest, appropriate, and in good taste shall always be open to question. The principal or designee shall make such determination in an objective, impartial, and consistent manner. The principal or designee's judgment in these matters shall be final.

## **Electronic Devices and Technology Resources (All Grade Levels)**

### ***Possession and Use of Personal Telecommunications Devices, Including Mobile Telephones***

For safety purposes, the district permits students to possess personal mobile telephones; however, these devices must remain turned off during the instructional day, including during all testing, unless they are being used for approved instructional purposes.

**The use of telecommunication and electronic devices at school is a privilege. Repeated disruptions caused by use of a telecommunication or electronic device will be treated as insubordination and consequences assigned accordingly.**

A student must have approval to possess other telecommunications devices such as netbooks, laptops, tablets, or other portable computers.

The use of mobile telephones or any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at a school-related or school-sponsored event.

If a student uses a telecommunications device without authorization during the school day, the device will be confiscated. The student or parent may pick up the confiscated telecommunications device from the principal's office for a fee of \$15.

Confiscated telecommunications devices that are not retrieved by the student or the student's parents will be disposed of after the notice required by law. [See policy FNCE.]

Secondary Students will have the opportunity to check out district issued technology (Chromebook laptop) for educational purposes in their academic coursework so cellular devices will not be necessary to complete their classwork. If a student chooses to bring their own

technology device, it must meet the performance specifications of the district issued device and be similar in style (i.e. no tablet devices).

In limited circumstances and in accordance with law, a student's personal telecommunications device may be searched by authorized personnel. [See **Searches** on page 92 and policy FNF.]

Any disciplinary action will be in accordance with the Student Code of Conduct. The district is not responsible for damaged, lost, or stolen telecommunications devices.

### ***Possession and Use of Other Personal Electronic Devices***

Except as described below, students are not permitted to possess or use personal electronic devices such as MP3 players, video or audio recorders, DVD players, cameras, games, e-readers, or other electronic devices at school, unless prior permission has been obtained. Without such permission, teachers will collect the items and turn them in to the principal's office. The principal will determine whether to return items to students at the end of the day or to contact parents to pick up the items.

In limited circumstances and in accordance with law, a student's personal electronic device may be searched by authorized personnel. [See **Searches** on page 92 and policy FNF.]

Any disciplinary action will be in accordance with the Student Code of Conduct. The district is not responsible for any damaged, lost, or stolen electronic device.

### ***Instructional Use of Personal Telecommunications and Other Electronic Devices***

In some cases, students may find it beneficial or might be encouraged to use personal telecommunications or other personal electronic devices for instructional purposes while on campus. If your child will use his/her own device, it must meet the following criteria in order to access the district's Guest wireless network and will be subject to all student policies. The device must:

Be Wi-Fi ready

Support Dual-Band N or AC

Have at least 4 gigabytes of memory

Have a battery life of 6 to 8 hours

Students must obtain prior approval before using personal telecommunications or other personal electronic devices for instructional use. Students must also sign a user agreement that contains applicable rules for use (separate from this handbook). When students are not using the devices for approved instructional purposes, all devices must be turned off during the instructional day. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

### ***Acceptable Use of District Technology Resources***

To prepare students for an increasingly technological society, the district has made an investment in the use of district-owned technology resources for instructional purposes; specific resources may be issued individually to students. Use of these technological resources, which include the district's network systems and use of district equipment, is restricted to approved purposes only. Students and parents will be asked to sign a user agreement (separate from this handbook) regarding use of these district resources. Violations of the user agreement may result in withdrawal of privileges and other disciplinary action.

### ***Unacceptable and Inappropriate Use of Technology Resources***

Students are prohibited from possessing, sending, forwarding, posting, accessing, or displaying electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal. This prohibition also applies to conduct off school property, whether the equipment used to send such messages is district-owned or personally owned, if it results in a substantial disruption to the educational environment.

Any person taking, disseminating, transferring, possessing, or sharing obscene, sexually oriented, lewd, or otherwise illegal images or other content, commonly referred to as "sexting," will be disciplined according to the Student Code of Conduct, may be required to complete an educational program related to the dangers of this type of behavior, and, in certain circumstances, may be reported to law enforcement. Because engaging in this type of behavior can lead to bullying or harassment, as well as possibly impede future endeavors of a student, we encourage you to review with your child ['Before You Text' Sexting Prevention Course](#), a state-developed program that addresses the consequences of engaging in inappropriate behavior using technology.

In addition, any student who engages in conduct that results in a breach of the district's computer security will be disciplined in accordance with the Student Code of Conduct, and, in some cases, the consequence may rise to the level of expulsion.

### **End-of-Course (EOC) Assessments**

[See **Graduation** on page 64 and **Standardized Testing** on page 94.]

### **English Language Learners (All Grade Levels)**

A student who is an English language learner is entitled to receive specialized services from the district. To determine whether the student qualifies for services, a Language Proficiency Assessment Committee (LPAC) will be formed, which will consist of both district personnel and at least one parent representative. The student's parent must consent to any services recommended by the LPAC for an English language learner. However, pending the receipt of parental consent or denial of services, an eligible student will receive the services to which the student is entitled and eligible.

In order to determine a student's level of proficiency in English, the LPAC will use information from a variety of assessments. If the student qualifies for services, and once a level of proficiency has been established, the LPAC will then designate instructional accommodations or additional special programs that the student will require to eventually become proficient at grade level work in English. Ongoing assessments will be conducted to determine a student's continued eligibility for the program.

The LPAC will also determine whether certain accommodations are necessary for any state-mandated assessments. The STAAR Spanish, as mentioned at **Standardized Testing** on page 94, may be administered to an English language learner for a student up to grade 5. In limited circumstances, a student's LPAC may exempt the student from an otherwise required state-mandated assessment or may waive certain graduation requirements related to the English I end-of-course (EOC) assessment. The Texas English Language Proficiency Assessment System (TELPAS) will also be administered to English language learners who qualify for services.

If a student is considered an English language learner and receives special education services because of a qualifying disability, the student's ARD committee will make instructional and assessment decisions in conjunction with the LPAC.

### **Extracurricular Activities, Clubs, and Organizations (All Grade Levels)**

Participation in school-sponsored activities is an excellent way for a student to develop talents, receive individual recognition, and build strong friendships with other students; participation, however, is a privilege, not a right.

Participation in some of these activities may result in events that occur off-campus. When the district arranges transportation for these events, students are required to use the transportation provided by the district to and from the events. Exceptions to this may only be made with the approval of the activity's coach or sponsor. [See **Transportation** on page 99.]

Eligibility for initial and continuing participation in many of these activities is governed by state law and the rules of the University Interscholastic League (UIL)—a statewide association overseeing interdistrict competition. If a student is involved in an academic, athletic, or music activity governed by UIL, the student and parent are expected to know and follow all rules of the UIL organization. Students involved in UIL athletic activities and their parents can access the [UIL Parent Information Manual](https://www.uil-texas.org) at <https://www.uil-texas.org>; a hard copy can be provided by the coach or sponsor of the activity on request. To report a complaint of alleged noncompliance with required safety training or an alleged violation of safety rules required by law and the UIL, please contact the curriculum division of TEA at (512) 463-9581 or [curriculum@tea.texas.gov](mailto:curriculum@tea.texas.gov).

[See [UIL Texas](#) for additional information on all UIL-governed activities.]

Student safety in extracurricular activities is a priority of the district. The equipment used in football is no exception. As a parent, you are entitled to review the district's records regarding the age of each football helmet used by the campus, including when a helmet has been reconditioned.

In addition, the following provisions apply to all extracurricular activities:

- A student who receives at the end of a grading period a grade below 70 in any academic class—other than an Advanced Placement (AP) or International Baccalaureate (IB) course; or an honors or dual credit course in English language arts, mathematics, science, social studies, economics, or language other than English—may not participate in extracurricular activities for at least three school weeks.
- A student who receives special education services and 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 but may not participate in any competitive activity.
- A student is allowed in a school year up to 10 absences not related to post-district competition, a maximum of 5 absences for post-district competition prior to state, and a maximum of 2 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.
- An absence for participation in an activity that has not been approved will receive an unexcused absence.

### ***Standards of Behavior***

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 board policy will apply in addition to any consequences specified by the organization's standards of behavior.

### ***Offices and Elections***

Certain clubs, organizations, and performing groups will hold elections for student officers. These groups will abide by and follow the rules of their individual constitution. Please make sure to read and be aware of the rules that govern any activity your student is involved in.

### ***Fees (All Grade Levels)***

Materials that are part of the basic educational program are provided with state and local funds at no charge to a student. A student, however, is expected to provide his or her own pencils,

paper, erasers, and notebooks and may be required to pay certain other fees or deposits, including:

- Costs for materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations and admission fees to extracurricular activities.
- Security deposits.
- Personal physical education and athletic equipment and apparel.
- Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, etc.
- Voluntarily purchased student accident insurance or district issued technology device insurance.
- Musical instrument rental and uniform maintenance, when uniforms are provided by the district.
- Personal apparel used in extracurricular activities that becomes the property of the student.
- Parking fees and student identification cards.
- Fees for lost, damaged, or overdue library books or district issued technology devices.
- Fees for driver training courses, if offered.
- Fees for optional courses offered for credit that require use of facilities not available on district premises.
- Summer school for courses that are offered tuition-free during the regular school year.
- A reasonable fee for providing transportation to a student who lives within two miles of the school. [See **Buses and Other School Vehicles** on page 100.]
- A fee not to exceed \$50 for costs of providing an educational program outside of regular school hours for a student who has lost credit or has not been awarded a final grade because of absences and whose parent chooses the program in order for the student to meet the 90 percent attendance requirement. The fee will be charged only if the parent or guardian signs a district-provided request form.
- In some cases, a fee for a course taken through the Texas Virtual School Network (TxVSN).

Any required fee or deposit may be waived if the student and parent are unable to pay. Application for such a waiver may be made to the campus principal. [For further information, see policy FP.]

### **Fundraising (All Grade Levels)**

Student groups or classes and/or parent groups may be permitted to conduct fundraising drives for approved school purposes in accordance with administrative regulations. [For further information, see policies FJ and GE.]

### **Gang-Free Zones (All Grade Levels)**

Certain criminal offenses, including those involving organized criminal activity such as gang-related crimes, will be enhanced to the next highest category of offense if they are committed in a gang-free zone. For purposes of the district, a gang-free zone includes a school bus and a location in, on, or within 1,000 feet of any district-owned or leased property or campus playground.

### **Gender-Based Harassment**

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 48.]

### **Grade-Level Classification (Grades 9–12 Only)**

After the ninth grade, students are classified according to the number of credits earned toward graduation.

<b>Credits Earned</b>	<b>Classification</b>
0 to 5.5	Grade 9 (Freshman)
6.0 to 12.5	Grade 10 (Sophomore)
13.0 to 19.5	Grade 11 (Junior)
20.0 & 4 <sup>th</sup> Year in HS	Grade 12 (Senior)

### **Grading Guidelines (All Grade Levels)**

Grading guidelines for each grade level or course will be communicated and distributed to students and their parents by the classroom teacher. These guidelines have been reviewed by each applicable curriculum department and have been approved by the campus principal. These guidelines establish the minimum number of assignments, projects, and examinations required for each grading period. In addition, these guidelines establish how the student's mastery of concepts and achievement will be communicated (i.e., letter grades, numerical averages, checklist of required skills, etc.). Grading guidelines also outline in what circumstances a student will be allowed to redo an assignment or retake an examination for

which the student originally made a failing grade. Procedures for a student to follow after an absence will also be addressed.

[See **Report Cards/Progress Reports and Conferences** on page 86 for additional information on grading guidelines.]

## **Graduation (Secondary Grade Levels Only)**

### ***Requirements for a Diploma Beginning with the 2014–15 School Year***

Beginning with students who entered grade 9 in the 2014–15 school year, a student must meet the following requirements to receive a high school diploma from the district:

- Complete the required number of credits established by the state and any additional credits required by the district;
- Complete any locally required courses in addition to the courses mandated by the state;
- Achieve passing scores on certain end-of-course (EOC) assessments or approved substitute assessments, unless specifically waived as permitted by state law; and
- Demonstrate proficiency, as determined by the district, in the specific communication skills required by the State Board of Education (SBOE).

### ***Testing Requirements for Graduation***

Students are required, with limited exceptions and regardless of graduation program, to perform satisfactorily on the following EOC assessments: English I, English II, Algebra I, Biology, and U.S. History. A student who has not achieved sufficient scores on the EOC assessments to graduate will have opportunities to retake the assessments. State law and state rules also provide for certain scores on norm-referenced national standardized assessments or on the state-developed assessment used for entrance into Texas public universities to substitute for the requirement to meet satisfactory performance on an applicable EOC assessment, should a student choose this option. [See the school counselor for more information on the state testing requirements for graduation.]

If a student fails to perform satisfactorily on an EOC assessment, the district will provide remediation to the student in the content area for which the performance standard was not met. This may require participation of the student before or after normal school hours or at times of the year outside normal school operations.

In limited circumstances, a student who fails to demonstrate proficiency on two or fewer of the required assessments may still be eligible to graduate if an individual graduation committee, formed in accordance with state law, unanimously determines that the student is eligible to graduate.

[See **Standardized Testing** on page 94 for more information.]

### ***Foundation Graduation Program***

Every student in a Texas public school who entered grade 9 in the 2014–15 school year and thereafter will graduate under the “foundation graduation program.” Within the foundation graduation program are “endorsements,” which are paths of interest that include Science, Technology, Engineering, and Mathematics (STEM); Business and Industry; Public Services; Arts and Humanities; and Multidisciplinary Studies. Endorsements earned by a student will be noted on the student’s transcript. The foundation graduation program also involves the term “distinguished level of achievement,” which reflects the completion of at least one endorsement and Algebra II as one of the required advanced mathematics credits. A personal graduation plan will be completed for each high school student, as described on page 67.

State law and rules prohibit a student from graduating solely under the foundation graduation program without an endorsement unless, after the student’s sophomore year, the student and student’s parent are advised of the specific benefits of graduating with an endorsement and submit written permission to the school counselor for the student to graduate without an endorsement. A student who anticipates graduating under the foundation graduation program without an endorsement and who wishes to attend a four-year university or college after graduation must carefully consider whether this will satisfy the admission requirements of the student’s desired college or university.

Graduating under the foundation graduation program will also provide opportunities to earn “performance acknowledgments” that will be acknowledged on a student’s transcript. Performance acknowledgments are available for outstanding performance in bilingualism and biliteracy, in a dual credit course, on an AP or IB exam, on certain national college preparatory and readiness or college entrance exams, or for earning a state recognized or nationally or internationally recognized license or certificate. The criteria for earning these performance acknowledgments are prescribed by state rules, and the school counselor can provide more information about these acknowledgments.

## Credits Required

The foundation graduation program requires completion of the following credits:

Course Area	Number of Credits: Foundation Graduation Program	Number of Credits: Foundation Graduation Program with an Endorsement
English/Language arts	4	4
Mathematics	3	4
Science	3	4
Social studies, including economics	3	3
Physical education	1	1
Language other than English	2	2
Fine arts	1	1
Speech	0.5	0.5
College & Career Choices	0.5	0.5
Electives	8	8
<b>Total</b>	<b>26 credits</b>	<b>28 credits</b>

Additional considerations apply in some course areas, including:

- Mathematics.** In order to obtain the distinguished level of achievement under the foundation graduation program, which will be included on a student's transcript and is a requirement to be considered for automatic admission purposes to a four-year Texas college or university, a student must complete an endorsement and take Algebra II as one of the 4 mathematics credits.
- Physical education.** A student who is unable to participate in physical activity due to a disability or illness may be able to substitute a course in English language arts, mathematics, science, social studies, or another locally determined credit-bearing course for the required credit of physical education. This determination will be made by the student's ARD committee, Section 504 committee, or other campus committee, as applicable.

- **Language other than English.** Students are required to earn 2 credits in the same language other than English to graduate. Any student may substitute computer programming languages for these credits. In limited circumstances, a student may be able to substitute this requirement with other courses, as determined by a district committee authorized by law to make these decisions for the student.

### **Available Endorsements**

A student must specify upon entering grade 9 the endorsement he or she wishes to pursue:

- Science, Technology, Engineering, and Mathematics;
- Business and Industry;
- Public Services;
- Arts and Humanities; or
- Multidisciplinary Studies.

### **Personal Graduation Plans**

A personal graduation plan will be developed for each high school student. The district encourages all students to pursue a personal graduation plan that includes the completion of at least one endorsement and to graduate with the distinguished level of achievement.

Attainment of the distinguished level of achievement entitles a student to be considered for automatic admission to a public four year college or university in Texas, depending on his or her rank in class. The school will review personal graduation plan options with each student entering grade 9 and his or her parent. Before the end of grade 9, a student and his or her parent will be required to sign off on a personal graduation plan that includes a course of study that promotes college and workforce readiness and career placement and advancement, as well as facilitates the transition from secondary to postsecondary education. The student's personal graduation plan will denote an appropriate course sequence based on the student's choice of endorsement.

Please also review TEA's Graduation Toolkit at <http://tea.texas.gov/communications/brochures.aspx>.

A student may, with parental permission, amend his or her personal graduation plan after the initial confirmation.

### ***Available Course Options for All Graduation Programs***

Information regarding specific courses required or offered in each curriculum area will be distributed to students each spring in order to enroll in courses for the upcoming school year.

**Note:** The district may require the completion of certain courses for graduation even if these courses are not required by the state for graduation.

Please be aware that not all courses are offered at every secondary campus in the district. A student who wants to take a course not offered at his or her regular campus should contact the school counselor about a transfer or other alternatives. If the parents of at least 22 students request a transfer for those students to take a course in the required curriculum other than fine arts or CTE, the district will offer the course for the following year either by teleconference or at the school from which the transfers were requested.

### ***Certificates of Coursework Completion***

A certificate of coursework completion will be issued to a student who has successfully completed state and local credit requirements for graduation but has not yet demonstrated satisfactory performance on the state-mandated tests required for graduation.

### ***Students with Disabilities***

Upon the recommendation of the admission, review, and dismissal (ARD) committee, a student with a disability who receives special education services may be permitted to graduate under the provisions of his or her IEP and in accordance with state rules.

A student who receives special education services and has completed four years of high school, but has not met the requirements of his or her IEP, may participate in graduation ceremonies and receive a certificate of attendance. Even if the student participates in graduation ceremonies to receive the certificate of attendance, he or she may remain enrolled to complete the IEP and earn his or her high school diploma; however, the student will only be allowed to participate in one graduation ceremony.

[See policy FMH(LEGAL).]

ARD committees for students with disabilities who receive special education services will make instructional and assessment decisions for these students in accordance with state law and rules. In order to earn an endorsement under the foundation program, a student must perform satisfactorily on the EOC assessments and receive no modified curriculum in the student's chosen endorsement area. A student may still be awarded an endorsement when the student fails to perform satisfactorily on no more than two EOC assessments but meets the other requirements for graduation under state law.

### ***Graduation Activities***

Graduation activities will include:

- Graduation Rehearsal
- Graduation Ceremony
- Project Graduation (Organized and Sponsored by Senior Class Parents)

Students who have met coursework requirements for graduation but have not yet demonstrated satisfactory performance on end-of-course assessments and have not been declared eligible to graduate by an individual graduation committee, if applicable, will be allowed to participate in graduation activities. However, please keep in mind that participating in the activities and ceremonies is not synonymous with graduating. Ultimately, the final awarding of a diploma will be contingent upon the student's completion of all applicable requirements for graduation.

### ***Graduation Speakers***

Certain graduating students will be given an opportunity to have speaking roles at graduation ceremonies. Besides the Valedictorian and Salutatorian addresses that will be given at the graduation ceremony, other student speaking roles in the ceremony will be determined by the campus principal. A student must meet local eligibility criteria, which may include requirements related to student conduct, to have a speaking role. Students eligible for speaking roles will be notified by the principal and given an opportunity to volunteer.

[See FNA(LOCAL) and the Student Code of Conduct. For student speakers at other school events, see **Student Speakers** on page 97.]

### ***Graduation Expenses***

Because students and parents will incur expenses in order to participate in the traditions of graduation—such as the purchase of invitations, senior ring, cap and gown, and senior picture—both the student and parent should monitor progress toward completion of all requirements for graduation. The expenses often are incurred in the junior year or first semester of the senior year. [See **Fees** on page 61.]

### ***Scholarships and Grants***

Students who have a financial need according to federal criteria and who complete the foundation graduation program, may be eligible under the TEXAS Grant Program for tuition and fees to Texas public universities, community colleges, and technical schools, as well as to private institutions.

Contact the school counselor for information about other scholarships and grants available to students.

### **Harassment**

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 48.]

### **Hazing (All Grade Levels)**

Hazing is defined as any intentional, knowing, or reckless act occurring on or off campus directed against a student that endangers the mental or physical health or the safety of a

student for the purpose of pledging, being initiated to, affiliating with, holding office in, or maintaining membership in any organization whose members are or include other students.

Hazing will not be tolerated by the district. If an incident of hazing occurs, disciplinary consequences will be handled in accordance with the Student Code of Conduct. It is a criminal offense if a person engages in hazing; solicits, encourages, directs, aids, or attempts to aid another in hazing; or has firsthand knowledge of an incident of hazing being planned or having occurred and fails to report this to the principal or superintendent.

[See **Bullying** on page 35 and policies FFI and FNCC.]

## **Health-Related Matters**

### ***Student Illness (All Grade Levels)***

When your child is ill, please contact the school to let us know he or she won't be attending that day. It is important to remember that schools are required to exclude students with certain illnesses from school for periods of time as identified in state rules. For example, if your child has a fever over 100 degrees, he or she must stay out of school until fever-free for 24 hours without fever-reducing medications. In addition, students with diarrheal illnesses must stay home until they are diarrhea free without diarrhea-suppressing medications for at least 24 hours. A full list of conditions for which the school must exclude children can be obtained from the school nurse.

If a student becomes ill during the school day, he or she must receive permission from the teacher before reporting to the school nurse. If the nurse determines that the child should go home, the nurse will contact the parent.

The district is also required to report certain contagious (communicable) diseases or illnesses to the Texas Department of State Health Services (DSHS) or our local/regional health authority. The school nurse can provide information from DSHS on these notifiable conditions.

Contact the school nurse if you have questions or if you are concerned about whether or not your child should stay home.

### ***Bacterial Meningitis (All Grade Levels)***

State law requires the district to provide information about bacterial meningitis:

#### **What is meningitis?**

Meningitis is an inflammation of the covering of the brain and spinal cord. It can be caused by viruses, parasites, fungi, and bacteria. Viral meningitis is common and most people recover fully. Parasitic and fungal meningitis are very rare. Bacterial meningitis is very serious and may involve complicated medical, surgical, pharmaceutical, and life support management.

### **What are the symptoms?**

Someone with meningitis will become very ill. The illness may develop over one or two days, but it can also rapidly progress in a matter of hours. Not everyone with meningitis will have the same symptoms.

Children (over 2 years old) and adults with bacterial meningitis commonly have a severe headache, high fever, and neck stiffness. Other symptoms might include nausea, vomiting, discomfort looking into bright lights, confusion, and sleepiness. In both children and adults, there may be a rash of tiny, red-purple spots. These can occur anywhere on the body.

The diagnosis of bacterial meningitis is based on a combination of symptoms and laboratory results.

### **How serious is bacterial meningitis?**

If it is diagnosed early and treated promptly, the majority of people make a complete recovery. In some cases it can be fatal or a person may be left with a permanent disability.

### **How is bacterial meningitis spread?**

Fortunately, none of the bacteria that cause meningitis are as contagious as diseases like the common cold or the flu, and they are not spread by casual contact or by simply breathing the air where a person with meningitis has been. They are spread when people exchange respiratory or throat secretions (such as by kissing, coughing, or sneezing).

The germ does not cause meningitis in most people. Instead, most people become carriers of the germ for days, weeks, or even months. The bacteria rarely overcome the body's immune system and cause meningitis or another serious illness.

### **How can bacterial meningitis be prevented?**

Maintaining healthy habits, like getting plenty of rest, can help prevent infection. Using good health practices such as covering your mouth and nose when coughing and sneezing and washing your hands frequently with soap and water can also help stop the spread of the bacteria. It's a good idea not to share food, drinks, utensils, toothbrushes, or cigarettes. Limit the number of persons you kiss.

There are vaccines available to offer protection from some of the bacteria that can cause bacterial meningitis. The vaccines are safe and effective (85–90 percent). They can cause mild side effects, such as redness and pain at the injection site lasting up to two days. Immunity develops within seven to ten days after the vaccine is given and lasts for up to five years.

### **What should you do if you think you or a friend might have bacterial meningitis?**

You should seek prompt medical attention.

### **Where can you get more information?**

Your school nurse, family doctor, and the staff at your local or regional health department office are excellent sources for information on all communicable diseases. You may also call your local health department or Regional Department of State Health Services office to ask about a meningococcal vaccine. Additional information may also be found at the websites for the [Centers for Disease Control and Prevention](#), and the [Department of State Health Services](#).

**Note:** DSHS requires at least one meningococcal vaccination on or after the student's 11th birthday, unless the student received the vaccine at age 10. Also note that entering college students must show, with limited exception, evidence of receiving a bacterial meningitis vaccination within the five-year period prior to enrolling in and taking courses at an institution of higher education. Please see the school nurse for more information, as this may affect a student who wishes to enroll in a dual credit course taken off campus.

[See **Immunization** on page 75 for more information.]

### ***Food Allergies (All Grade Levels)***

The district requests to be notified when a student has been diagnosed with a food allergy, especially those allergies that could result in dangerous or possibly life-threatening reactions either by inhalation, ingestion, or skin contact with the particular food. It is important to disclose the food to which the student is allergic, as well as the nature of the allergic reaction. Please contact the school nurse or campus principal if your child has a known food allergy or as soon as possible after any diagnosis of a food allergy.

The district has developed and annually reviews a food allergy management plan, which addresses employee training, dealing with common food allergens, and specific strategies for dealing with students diagnosed with severe food allergies. When the district receives information that a student has a food allergy that puts the student at risk for anaphylaxis, individual care plans will be developed to assist the student in safely accessing the school environment. The district's food allergy management plan can be accessed at [www.marblefallsisd.org](http://www.marblefallsisd.org)

[See policy FFAF and **Celebrations** on page 37.]

### ***Head Lice (All Grade Levels)***

Head lice, although not an illness or a disease, is very common among children and is spread very easily through head-to-head contact during play, sports, or nap time and when children share things like brushes, combs, hats, and headphones. If careful observation indicates that a student has head lice, the school nurse will contact the student's parent to determine whether the child will need to be picked up from school and to discuss a plan for treatment with an FDA-approved medicated shampoo or cream rinse that may be purchased from any drug or grocery store. After the student has undergone one treatment, the parent should check in with the school nurse to discuss the treatment used. The nurse can also offer additional

recommendations, including subsequent treatments and how best to get rid of lice and prevent their return.

**Notice will also be provided to parents of elementary school students in the affected classroom.**

More information on head lice can be obtained from the DSHS website [Managing Head Lice](#).

### ***Physical Activity Requirements***

#### **Elementary School**

In accordance with policies at EHAB, EHAC, EHBG, and FFA, the district will ensure that students in full-day prekindergarten–grade 5 engage in moderate or vigorous physical activity for at least 30 minutes per day or 135 minutes per week.

For additional information on the district’s requirements and programs regarding elementary school student physical activity requirements, please see the principal.

#### **Middle School**

In accordance with policies at EHAB, EHAC, EHBG, and FFA, the district will ensure that students in middle or junior high school will engage in [30 minutes of moderate or vigorous physical activity per day for at least four semesters. For additional information on the district’s requirements and programs regarding junior high and middle school student physical activity requirements, please see the principal.

### ***School Health Advisory Council (SHAC) (All Grade Levels)***

Information regarding the district’s School Health Advisory Council, including the number of meetings scheduled or held during the year, and information regarding vending machines in district facilities and student access to the machines is available from the principal.

The duties of the SHAC range from recommending curriculum to developing strategies for integrating curriculum into a coordinated school health program encompassing issues such as school health services, counseling services, a safe and healthy school environment, recess recommendations, improving student fitness, mental health concerns, and employee wellness.

[See policies at BDF and EHAA. See **Human Sexuality Instruction** on page 17 for additional information.]

### ***Student Wellness Policy/Wellness Plan (All Grade Levels)***

Marble Falls ISD is committed to encouraging healthy students and therefore has developed a board-adopted wellness policy at FFA(LOCAL) and corresponding plans and procedures to implement the policy. You are encouraged to contact the Executive Director of Support Services with questions about the content or implementation of the district’s wellness policy and plan.

## ***Other Health-Related Matters***

### **Physical Fitness Assessment (Grades 3–12)**

Annually, the district will conduct a physical fitness assessment of students in grades 3–12 who are enrolled in a physical education course or a course for which physical education credit is awarded. At the end of the school year, a parent may submit a written request to the campus principal to obtain the results of his or her child’s physical fitness assessment conducted during the school year.

### **Vending Machines (All Grade Levels)**

The district has adopted and implemented the state and federal policies and guidelines for food service, including the guidelines to restrict student access to vending machines. For more information regarding these policies and guidelines, see the Director of Food Services. [See policies at CO and FFA.]

### **Tobacco and E-Cigarettes Prohibited (All Grade Levels and All Others on School Property)**

Students are prohibited from possessing or using any type of tobacco product, electronic cigarettes (e-cigarettes), or any other electronic vaporizing device, while on school property at any time or while attending an off-campus school-related activity.

The district and its staff strictly enforce prohibitions against the use of all tobacco products, e-cigarettes, or any other electronic vaporizing device, by students and all others on school property and at school-sponsored and school-related activities. [See the Student Code of Conduct and policies at FNCD and GKA.]

### **Asbestos Management Plan (All Grade Levels)**

The district works diligently to maintain compliance with federal and state law governing asbestos in school buildings. A copy of the district’s Asbestos Management Plan is available in the superintendent’s office. If you have any questions or would like to examine the district’s plan in more detail, please contact Michael Phillips, the district’s designated asbestos coordinator, at 830-693-2046.

### **Pest Management Plan (All Grade Levels)**

The district is required to follow integrated pest management (IPM) procedures to control pests on school grounds. Although the district strives to use the safest and most effective methods to manage pests, including a variety of non-chemical control measures, pesticide use is sometimes necessary to maintain adequate pest control and ensure a safe, pest-free school environment.

All pesticides used are registered for their intended use by the U.S. Environmental Protection Agency and are applied only by certified pesticide applicators. Except in an emergency, signs will be posted 48 hours before indoor application. All outdoor applications will be posted at the time of treatment, and signs will remain until it is safe to enter the area. Parents who have

further questions or who want to be notified prior to pesticide application inside their child's school assignment area may contact Michael Phillips, the district's designated IPM coordinator, at 830-693-2046.

### **Homeless Students (All Grade Levels)**

You are encouraged to inform the district if you or your child are experiencing homelessness. District staff can share resources with you that may be able to assist you and your family.

For more information on services for homeless students, contact the district's homeless education liaison, Dr. Wesley Cunningham, Assistant Superintendent of Curriculum and Instruction at 830-693-4357.

[See **Students Who Are Homeless** on page 26.]

### **Homework (All Grade Levels)**

### **Illness**

[See **Student Illness** under **Health-Related Matters** on page 70.]

### **Immunization (All Grade Levels)**

A student must be fully immunized against certain diseases or must present a certificate or statement that, for medical reasons or reasons of conscience, including a religious belief, the student will not be immunized. For exemptions based on reasons of conscience, only official forms issued by the Texas Department of State Health Services (DSHS), Immunization Branch, can be honored by the district. This form may be obtained by writing the DSHS Immunization Branch (MC 1946), P.O. Box 149347, Austin, Texas 78714-9347; or online at [Affidavit Request for Exemption from Immunization](#). The form must be notarized and submitted to the principal or school nurse within 90 days of notarization. If the parent is seeking an exemption for more than one student in the family, a separate form must be provided for each student.

The immunizations required are: diphtheria, tetanus, and pertussis; rubeola (measles), mumps, and rubella; polio; hepatitis A; hepatitis B; varicella (chicken pox); and meningococcal. The school nurse can provide information on age-appropriate doses or on an acceptable physician-validated history of illness required by TDSHS. Proof of immunization may be established by personal records from a licensed physician or public health clinic with a signature or rubber-stamp validation.

If a student should not be immunized for medical reasons, the student or parent must present a certificate signed by a U.S. registered and licensed physician stating that, in the doctor's opinion, the immunization required is medically contraindicated or poses a significant risk to the health and well-being of the student or a member of the student's family or household. This certificate must be renewed yearly unless the physician specifies a lifelong condition.

As noted at **Bacterial Meningitis**, entering college students must also, with limited exception, furnish evidence of having received a bacterial meningitis vaccination within the five years prior to enrolling in and attending classes at an institution of higher education. A student wanting to enroll in a dual credit course taken off campus may be subject to this requirement.

[For further information, see policy FFAB(LEGAL) and the DSHS website at [Texas School & Child-Care Facility Immunization Requirements.](#)]

## **Law Enforcement Agencies (All Grade Levels)**

### ***Questioning of Students***

When law enforcement officers or other lawful authorities wish to question or interview a student at school, the principal will cooperate fully regarding the conditions of the interview, if the questioning or interview is part of a child abuse investigation. In other circumstances:

- The principal will verify and record the identity of the officer or other authority and ask for an explanation of the need to question or interview the student at school.
- The principal ordinarily will make reasonable efforts to notify the parents unless the interviewer raises what the principal considers to be a valid objection.
- The principal ordinarily will be present unless the interviewer raises what the principal considers to be a valid objection.

### ***Students Taken Into Custody***

State law requires the district to permit a student to be taken into legal custody:

- To comply with an order of the juvenile court.
- To comply with the laws of arrest.
- By a law enforcement officer if there is probable cause to believe the student has engaged in delinquent conduct or conduct in need of supervision.
- By a probation officer if there is probable cause to believe the student has violated a condition of probation imposed by the juvenile court.
- By an authorized representative of Child Protective Services, Texas Department of Family and Protective Services, a law enforcement officer, or a juvenile probation officer, without a court order, under the conditions set out in the Family Code relating to the student's physical health or safety.
- To comply with a properly issued directive to take a student into custody.

Before a student is released to a law enforcement officer or other legally authorized person, the principal will verify the officer's identity and, to the best of his or her ability, will verify the official's authority to take custody of the student.

The principal will immediately notify the superintendent and will ordinarily attempt to notify the parent unless the officer or other authorized person raises what the principal considers to be a valid objection to notifying the parents. Because the principal does not have the authority to prevent or delay a student's release to a law enforcement officer, any notification will most likely be after the fact.

### ***Notification of Law Violations***

The district is required by state law to notify:

- All instructional and support personnel who have responsibility for supervising a student who has been taken into custody, arrested, or referred to the juvenile court for any felony offense or for certain misdemeanors.
- All instructional and support personnel who have regular contact with a student who is thought to have committed certain offenses or who has been convicted, received deferred prosecution, received deferred adjudication, or was adjudicated for delinquent conduct for any felony offense or certain misdemeanors.
- All appropriate district personnel in regards to a student who is required to register as a sex offender.

[For further information, see policy FL(LEGAL).]

### **Leaving Campus (All Grade Levels)**

Please remember that student attendance is crucial to learning. We ask that appointments be scheduled outside of school hours as much as reasonably possible. Also note that picking up a child early on a regular basis results in missed opportunities for learning. Unless the principal has granted approval because of extenuating circumstances, a student will not regularly be released before the end of the school day.

State rules require that parental consent be obtained before any student is allowed to leave campus for any part of the school day. The district has put the following procedures in place in order to document parental consent:

- For students in elementary and middle school, a parent or otherwise authorized adult must come to the office and sign the student out. Please be prepared to show identification. Once an identity is verified, a campus representative will then call for the student or collect the student and bring him or her to the office. For safety purposes and stability of the learning environment, we cannot allow you to go to the classroom or other area unescorted to pick up the student. If the student returns to campus the same

day, the parent or authorized adult must sign the student back in through the main office upon the student's return. Documentation regarding the reason for the absence will also be required.

- For students in high school, the same process will be followed. If the student's parent will authorize the student to leave campus unaccompanied, a note provided by the parent must be submitted to the main office in advance of the absence, no later than two hours prior to the student's need to leave campus. A phone call received from the parent may be accepted, but the school may ultimately require a note to be submitted for documentation purposes. Once the office has received information that the student's parent consents to the student leaving campus, a pass will be issued to the student to hand to his or her teacher with the necessary information. The student must sign out through the main office and sign in upon his or her return, if the student returns the same day. If a student is 18 years of age or is an emancipated minor, the student may produce a note on his or her own behalf. Documentation regarding the reason for the absence will be required.
- If a student becomes ill during the school day and the school nurse or other district personnel determines that the student should go home, the nurse will contact the student's parent and document the parent's wishes regarding release from school. Unless directed by the parent to release the student unaccompanied, the parent or other authorized adult must follow the sign-out procedures as listed above. If a student is allowed to leave campus by himself or herself, as permitted by the student's parent, or if the student is age 18 or is an emancipated minor, the nurse will document the time of day the student was released. Under no circumstances will a child in elementary or middle school be released unaccompanied by a parent or adult authorized by the parent.

### ***During Lunch***

All students are to remain on campus during lunch. Violators will be considered truant.

### ***At Any Other Time During the School Day***

Students are not authorized to leave campus during regular school hours for any other reason, except with the permission of the principal.

Students who leave campus in violation of these rules will be subject to disciplinary action in accordance with the Student Code of Conduct.

### **Lost and Found (All Grade Levels)**

A "lost and found" collection box is located in the campus office. If your child has lost an item, please encourage him or her to check the lost and found box. The district discourages students from bringing to school personal items of high monetary value, as the district is not responsible

for lost or stolen items. The campus will dispose of lost and found items at the end of each semester.

## **Makeup Work**

### ***Makeup Work Because of Absence (All Grade Levels)***

For any class missed, the teacher may assign the student makeup work based on the instructional objectives for the subject or course and the needs of the individual student in mastering the essential knowledge and skills or in meeting subject or course requirements.

A student will be responsible for obtaining and completing the makeup work in a satisfactory manner and within the time specified by the teacher. A student who does not make up assigned work within the time allotted by the teacher will receive a grade of zero for the assignment.

A student is encouraged to speak with his or her teacher if the student knows of an absence ahead of time, including absences for extracurricular activities, so that the teacher and student may plan any work that can be completed before or shortly after the absence. Please remember the importance of student attendance at school and that, even though absences may be excused or unexcused, all absences account for the 90 percent threshold in regards to the state laws surrounding “attendance for credit or final grade.” [See **Attendance for Credit or Final Grade** on page 32.]

A student involved in an extracurricular activity must notify his or her teachers ahead of time about any absences.

A student will be permitted to make up tests and to turn in projects due in any class missed because of absence. Teachers may assign a late penalty to any long-term project in accordance with time lines approved by the principal and previously communicated to students.

### ***DAEP Makeup Work (Secondary Grade Levels)***

A secondary grade level student removed to a disciplinary alternative education program (DAEP) during the school year will have an opportunity to complete, before the beginning of the next school year, a foundation curriculum course in which the student was enrolled at the time of removal. The district may provide the opportunity to complete the course through an alternative method, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FOCA(LEGAL).]

### ***In-School Suspension (ISS) Makeup Work (All Grade Levels)***

A student removed from the regular classroom to in-school suspension or another setting, other than a DAEP, will have an opportunity to complete before the beginning of the next school year each course the student was enrolled in at the time of removal from the regular

classroom. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district. [See policy FO(LEGAL).]

### **Medicine at School (All Grade Levels)**

Medication that must be administered to a student during school hours must be provided by the student's parent. All medication, whether prescription or nonprescription, must be kept in the nurse's office and administered by the nurse or another authorized district employee, unless the student is authorized to possess his or her own medication because of asthma or a severe allergy as described below or as otherwise allowed by law.

The district will not purchase nonprescription medication to give to a student. District employees will not give a student prescription medication, nonprescription medication, herbal substances, anabolic steroids, or dietary supplements, with the following exceptions:

Only authorized employees, in accordance with policy FFAC, may administer:

- Prescription medication, in the original, properly labeled container, provided by the parent, along with a written request.
- Prescription medication from a properly labeled unit dosage container filled by a registered nurse or another qualified district employee from the original, properly labeled container.
- Nonprescription medication, in the original, properly labeled container, provided by the parent along with a written request.
- Herbal or dietary supplements provided by the parent only if required by the student's individualized education program (IEP) or Section 504 plan for a student with disabilities.

Students whose schedules provide for regular time spent outdoors, including for recess and physical education classes, should apply sunscreen before coming to school.

For students at the elementary level, the student's teacher or other district personnel will apply sunscreen to a student's exposed skin if the student brings the sunscreen to school and requests assistance with the application of the sunscreen. Nothing prohibits a student at this level from applying his or her own sunscreen if the student is capable of doing so.

For students at the secondary level, a student may possess and apply sunscreen when necessary. If the student will need assistance with this application, please address the need for assistance with the school nurse.

Whether a student is at the elementary or secondary level, if sunscreen needs to be administered to treat any type of medical condition, this should be handled through

communication with the school nurse so that the district is made aware of any safety and medical issues.

A student with asthma or severe allergic reaction (anaphylaxis) may be permitted to possess and use prescribed asthma or anaphylaxis medication at school or school-related events only if he or she has written authorization from his or her parent and a physician or other licensed health-care provider. The student must also demonstrate to his or her physician or health-care provider and to the school nurse the ability to use the prescribed medication, including any device required to administer the medication.

If the student has been prescribed asthma or anaphylaxis medication for use during the school day, the student and parents should discuss this with the school nurse or principal.

In accordance with a student's individual health plan for management of diabetes, a student with diabetes will be permitted to possess and use monitoring and treatment supplies and equipment while at school or at a school-related activity. See the school nurse or principal for information. [See policy FFAF(LEGAL).]

### ***Psychotropic Drugs***

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

Teachers and other district employees may discuss a student's academic progress or behavior with the student's parents or another employee as appropriate; however, they are not permitted to recommend use of psychotropic drugs. A district employee who is a registered nurse, an advanced nurse practitioner, a physician, or a certified or credentialed mental health professional can recommend that a student be evaluated by an appropriate medical practitioner, if appropriate. [For further information, see policy FFAC.]

### **Nondiscrimination Statement (All Grade Levels)**

In its efforts to promote nondiscrimination and as required by law, Marble Falls ISD does not discriminate on the basis of race, religion, color, national origin, gender, sex, disability, age, or any other basis prohibited by law, in providing education services, activities, and programs, including CTE programs, and provides equal access to the Boy Scouts and other designated youth groups. The following district representatives have been designated to coordinate compliance with these legal requirements:

- Title IX Coordinator, for concerns regarding discrimination on the basis of sex, including sexual harassment or gender-based harassment:

Dr. Susan Maughan, Executive Director of Special Services  
1800 Colt Circle

Marble Falls, TX 78654  
(830) 693-4357

- ADA/Section 504 Coordinator, for concerns regarding discrimination on the basis of disability:

Dr. Susan Maughan, Executive Director of Special Services  
1800 Colt Circle  
Marble Falls, TX 78654  
(830) 693-435

- All other concerns regarding discrimination: See the superintendent, Dr. Chris Allen at 830-693-4357.

[See policies FB, FFH, and GKD.]

## **Nontraditional Academic Programs (All Grade Levels)**

### **Parent and Family Engagement (All Grade Levels)**

#### ***Working Together***

Both experience and research tell us that a child's education succeeds best when there is good communication and a strong partnership between home and school. Your involvement and engagement in this partnership may include:

- Encouraging your child to put a high priority on education and working with your child on a daily basis to make the most of the educational opportunities the school provides.
- Ensuring that your child completes all homework assignments and special projects and comes to school each day prepared, rested, and ready to learn.
- Becoming familiar with all of your child's school activities and with the academic programs, including special programs, offered in the district.
- Discussing with the school counselor or principal any questions you may have about the options and opportunities available to your child.
- Reviewing the requirements and options for graduation with your child in middle school and again while your child is enrolled in high school.
- Monitoring your child's academic progress and contacting teachers as needed. [See **Academic Counseling** on page 46.]
- Attending scheduled conferences and requesting additional conferences as needed. To schedule a telephone or in-person conference with a teacher, school counselor, or

principal, please call the school office for an appointment. The teacher will usually return your call or meet with you during his or her conference period or before or after school. [See **Report Cards/Progress Reports and Conferences** on page 86.]

- Becoming a school volunteer. [For further information, see policy GKG and **Volunteers** on page 104.]
- Participating in campus parent organizations.
- Serving as a parent representative on the district-level or campus-level planning committees, assisting in the development of educational goals and plans to improve student achievement. [For further information, see policies at BQA and BQB, and contact the campus principal.]
- Serving on the School Health Advisory Council (SHAC), assisting the district in ensuring local community values are reflected in health education instruction and other wellness issues. [See policies at BDF, EHAA, FFA, and information in this handbook at **School Health Advisory Council (SHAC)** on page 73.]
- ~~• Serving on a committee to determine criteria to be used to evaluate the overall performance of the district and each campus in community and student engagement. For further information, please contact the campus principal.~~
- Being aware of the school's ongoing bullying and harassment prevention efforts.
- Contacting school officials if you are concerned with your child's emotional or mental well-being.
- Attending board meetings to learn more about district operations. [See policies at BE and BED for more information.]

## **Physical Examinations/Health Screenings**

### ***Athletics' Participation (Secondary Grade Levels Only)***

A student who wishes to participate in, or continue participation in, the district's athletics program governed by the UIL must submit certification from a health-care provider authorized under UIL rules that the student has been examined and is physically able to participate in the athletic program. This examination is required to be submitted annually to the district.

### ***Other Examinations and Screenings (All Grade Levels)***

Students are required to undergo a risk assessment for Type 2 diabetes at the same time the district screens students for hearing and vision issues, or for abnormal spinal curvatures.

[See policy FFAA.]

## **Pledges of Allegiance and a Minute of Silence (All Grade Levels)**

Each school day, students will recite the Pledge of Allegiance to the U.S. flag and the Pledge of Allegiance to the Texas flag. Parents may submit a written request to the principal to excuse their child from reciting a pledge. [See **Reciting the Pledges to the U.S. and Texas Flags** on page 18.]

State law requires that one minute of silence follow recitation of the pledges. Each student may choose to reflect, pray, meditate, or engage in any other silent activity during that minute so long as the silent activity does not interfere with or distract others. In addition, state law requires that each campus provide for the observance of one minute of silence at the beginning of the first class period when September 11 falls on a regular school day in remembrance of those who lost their lives on September 11, 2001.

[See policy EC for more information.]

## **Prayer (All Grade Levels)**

Each student has a right to individually, voluntarily, and silently pray or meditate in school in a manner that does not disrupt instructional or other activities of the school. The school will not encourage, require, or coerce a student to engage in or to refrain from such prayer or meditation during any school activity.

## **Promotion and Retention**

A student will be promoted only on the basis of academic achievement or demonstrated proficiency in the subject matter of the course or grade level, the recommendation of the student's teacher, the score received on any criterion-referenced or state-mandated assessment, and any other necessary academic information as determined by the district.

In addition, at certain grade levels a student—with limited exceptions—will be required to pass the State of Texas Assessments of Academic Readiness (STAAR), if the student is enrolled in a public Texas school on any day between January 1 and the date of the first administration of the STAAR.

### ***Elementary and Middle School Grade Levels***

In grades Kindergarten-2, promotion should be considered a developmental continuum of curriculum and student learning. Promotion to the next grade level shall be based on an overall satisfactory average on course-level, grade-level standards (essential knowledge and skills) for reading, language arts, and mathematics.

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

In order to be promoted to grade 6, students enrolled in grade 5 must perform satisfactorily on the mathematics and reading sections of the grade 5 assessment in English or Spanish.

In order to be promoted to grade 9, students enrolled in grade 8 must perform satisfactorily on the mathematics and reading sections of the grade 8 assessment in English.

If a student in grade 5 or 8 is enrolled in a course that earns high school credit and for which an end-of-course (EOC) assessment will be administered, the student will not be subject to the promotion requirements described above for the relevant grade 5 or 8 assessment. The student will instead take the corresponding EOC assessment.

If a student in grades 3–8 is enrolled in a class or course intended for students above his or her current grade level in which the student will be administered a state-mandated assessment, the student will be required to take an applicable state-mandated assessment only for the course in which he or she is enrolled, unless otherwise required to do so by federal law.

[See **Standardized Testing** on page 94.]

A student in grade 5 or 8 will have two additional opportunities to take a failed assessment. If a student fails a second time, a grade placement committee, consisting of the principal or designee, the teacher, and the student's parent, will determine the additional special instruction the student will receive. After a third failed attempt, the student will be retained; however, the parent can appeal this decision to the committee. In order for the student to be promoted, based on standards previously established by the district, the decision of the committee must be unanimous and the student must complete additional special instruction before beginning the next grade level. Whether the student is retained or promoted, an educational plan for the student will be designed to enable the student to perform at grade level by the end of the next school year. [See policy EIE.]

Certain students—some with disabilities and some classified as English language learners—may be eligible for exemptions, accommodations, or deferred testing. **An admission, review, and dismissal (ARD) committee meeting will be convened if a student receiving special education services in grade 5 or 8 fails to meet satisfactory performance after the first STAAR administrations in reading or math.** For more information, see the principal, school counselor, or special education director.

Parents of a student at or above grade level 3 who does not perform satisfactorily on his or her state-mandated exams will be notified that their child will participate in special instructional programs designed to improve performance. The student may be required to participate in this instruction before or after normal school hours or outside of the normal school year. Failure of a student to attend these programs may result in violations of required school attendance as well as the student not being promoted to the next grade level.

A Personal Graduation Plan (PGP) will be prepared for any student at the middle school or junior high level who did not perform satisfactorily on a state-mandated assessment or is

determined by the district as not likely to earn a high school diploma before the fifth school year following enrollment in grade 9. The PGP will be designed and implemented by a school counselor, teacher, or other staff member designated by the principal. The plan will, among other items, identify the student's educational goals, address the parent's educational expectations for the student, and outline an intensive instruction program for the student. [For additional information, see the the school counselor and policy EIF(LEGAL).] For a student receiving special education services, the student's IEP may serve as the student's PGP and would therefore be developed by the student's ARD committee.

[For information related to the development of personal graduation plans for high school students, see **Personal Graduation Plans** on page 67.]

### ***High School Grade Levels***

To earn credit in a course, a student must receive a grade of at least 70 based on course-level or grade-level standards.

A student in grades 9–12 will be advanced a grade level based on the number of course credits earned. [See **Grade Level Classification** on page 63.]

Students will also have multiple opportunities to retake EOC assessments. [See **Graduation** on page 64 and **Standardized Testing** on page 94 for more information about EOC assessments.]

## **Release of Students from School**

[See **Leaving Campus** on page 77.]

## **Report Cards/Progress Reports and Conferences (All Grade Levels)**

### ***Elementary Campuses***

Written Report Cards with each student's grades or performance and absences in each class or subject are issued every 9 weeks. In addition students will receive a written progress report at the half way mark of each grading period. If the student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent may be requested to schedule a conference with the teacher of that class or subject. [See **Working Together** on page 82 for how to schedule a conference.]

### ***Secondary Campuses***

Written Report Cards with student's grades or performance and absences in each class or subject are issued every 9 weeks. At the end of the 3<sup>rd</sup> and 6<sup>th</sup> week of the grading period parents will be alerted to view their student's progress reports through the Skyward Family and Student Access portal. In addition students and parents can monitor grades daily through the

**Skyward Family and Student Access portal.** If the student receives a grade lower than 70 in any class or subject at the end of a grading period, the parent may be requested to schedule a conference with the teacher of that class or subject. [See **Working Together** on page 82 for how to schedule a conference.]

Teachers follow grading guidelines that have been approved by the principal/superintendent pursuant to the board-adopted policy and are designed to reflect each student's relative mastery of each assignment for the grading period, semester, or course. State law provides that a test or course grade issued by a teacher cannot be changed unless the board determines that the grade was arbitrary or contains an error, or that the teacher did not follow the district's grading policy. [See policy EIA(LOCAL) and **Grading Guidelines** on page 63.]

Questions about grade calculation should first be discussed with the teacher; if the question is not resolved, the student or parent may request a conference with the principal in accordance with FNG(LOCAL).

The report card or unsatisfactory progress report will state whether tutorials are required for a student who receives a grade lower than 70 in a class or subject.

## **Retaliation**

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 48.]

## **Safety (All Grade Levels)**

Student safety on campus, at school-related events, and on district vehicles is a high priority of the district. Although the district has implemented safety procedures, the cooperation of students is essential to ensuring school safety. A student is expected to:

- Avoid conduct that is likely to put the student or others at risk.
- Follow the behavioral standards in this handbook and the Student Code of Conduct, as well as any additional rules for behavior and safety set by the principal, campus behavior coordinator, teachers, or bus drivers.
- Remain alert to and promptly report to a teacher or the principal any safety hazards, such as intruders on campus or threats made by any person toward a student or staff member.
- Know emergency evacuation routes and signals.
- Follow immediately the instructions of teachers, bus drivers, and other district employees who are overseeing the welfare of students.

## ***Accident Insurance***

Soon after the school year begins, parents will have the opportunity to purchase low-cost accident insurance that would help meet medical expenses in the event of injury to their child.

### ***Insurance for Career and Technical Education (CTE) Programs***

**If the board purchases accident, liability, or automobile insurance coverage for students or businesses involved in the district's CTE programs, the district will notify the affected students and parents.**

### ***Preparedness Drills: Evacuation, Severe Weather, and Other Emergencies***

From time to time, students, teachers, and other district employees will participate in preparedness drills of emergency procedures. When the command is given or alarm is sounded, students need to follow the direction of teachers or others in charge quickly, quietly, and in an orderly manner.

### ***Emergency Medical Treatment and Information***

If a student has a medical emergency at school or a school-related activity when the parent cannot be reached, the school may have to rely on previously provided written parental consent to obtain emergency medical treatment, and information about allergies to medications, foods, insect bites, etc. Therefore, parents are asked each year to complete an emergency care consent form. Parents should keep emergency care information up-to-date (name of doctor, emergency phone numbers, allergies, etc.). Please contact the school nurse to update any information that the nurse or the teacher needs to know.

### ***Emergency School-Closing Information***

Each year, parents are asked to complete an emergency release form to provide contact information in the event that school is dismissed early or opening is delayed because of severe weather or another emergency, or if the campus must restrict access due to a security threat.

The district will rely on contact information on file with the district to communicate with parents in an emergency situation, which may include real-time or automated messages. It is crucial to notify your child's school when a phone number previously provided to the district has changed.

If the campus must close, delay opening, or restrict access to the building because of an emergency, the district will also alert the community in the following ways:

- News media by 6:00 a.m. on the morning of the cancellation/delay.
- Local radio stations include KHLB (106.9) and KBAY (92.5).
- *SKYLERT* messaging system
- Information posted on the school district's website.
- MFISD Twitter Account @MarbleFallsISD
- MFISD Facebook Page

## **SAT, ACT, and Other Standardized Tests**

[See **Standardized Testing** on page 94.]

### **Schedule Changes (Middle/Junior High and High School Grade Levels)**

It is very important that students and parents give careful consideration to selecting appropriate courses. The choices students make on the course selection sheets determine the master schedule of course offerings available. The master schedule determines teacher assignments. Though never perfect, it is designed to maximize student opportunities and minimize scheduling conflicts. Master schedule changes may be affected by insufficient course enrollment or instructor availability. Students should pay particular attention to the alternate electives they select during the course selection process. To avoid schedule conflicts, a student may be placed in one or more of his or her alternate selections. In order to schedule efficiently and effectively, student schedules will not be changed to select different teachers, lunch periods, or any different elective or alternate elective. All requests to schedule changes must be made by June 10th.

Schedule corrections will be considered during the first five class meeting days for the following reasons only: the student is a senior and does not have a course required for graduation, the student does not have the prerequisites for a course, course credit was previously received (i.e. – through summer school, correspondence courses, examination for acceleration, etc.), a data entry error was made by the school (i.e.- two first period classes or a schedule that does not contain the full number of classes), student has been dismissed from a program where approval must be granted for placement, or student has previously failed this course with the same teacher.

Schedule change requests for reasons other than those listed will be considered only if a student is making a change to a program. A request to drop a Pre-AP or AP course will only be considered during the fifth week of school and at semester.

## ***School Facilities***

### ***Use by Students Before and After School (All Grade Levels)***

Certain areas of the school will be accessible to students before and after school for specific purposes. Students are required to remain in the area where their activity is scheduled to take place.

#### ***Elementary Campuses***

The following areas are open to students before school, beginning at 7:15a.m.

- Colt Elementary School: cafeteria, gym
- Spicewood Elementary School: cafeteria/gym
- Marble Falls Elementary School: cafeteria, gym
- Highland Lakes Elementary School: cafeteria, gym

#### ***Secondary Campuses***

- Cafeteria
- Library

Unless the teacher or sponsor overseeing an activity gives permission, a student will not be permitted to go to another area of the building or campus.

After dismissal of school in the afternoon, unless a student is involved in an activity under the supervision of a teacher or other authorized employee or adult, or unless students are granted permission to remain on campus in accordance with policy FNAB, students must leave campus immediately.

### ***Conduct Before and After School (All Grade Levels)***

Teachers and administrators have full authority over student conduct at before- or after-school activities on district premises and at school-sponsored events off district premises, such as play rehearsals, club meetings, athletic practices, and special study groups or tutorials. Students are subject to the same rules of conduct that apply during the instructional day and will be subject to consequences established by the Student Code of Conduct or any stricter standards of behavior established by the sponsor for extracurricular participants.

### ***Use of Hallways During Class Time (All Grade Levels)***

Loitering or standing in the halls during class is not permitted. During class time, a student must have a hall pass to be outside the classroom for any purpose. Failure to obtain a pass will result in disciplinary action in accordance with the Student Code of Conduct.

### ***Cafeteria Services (All Grade Levels)***

The district participates in the School Breakfast Program and National School Lunch Program and offers students nutritionally balanced meals daily in accordance with standards set forth in state and federal law.

Free and reduced-price meals are available based on financial need or household situation. Information about a student's participation is confidential; however, disclosure of a student's eligibility may be made without prior notice or consent to programs, activities, and individuals that are specifically authorized access under the National School Lunch Act (NSLA), which is the law that sets forth the disclosure limits for the district's child nutrition programs. A student's name, eligibility status, and other information may be disclosed to certain agencies as authorized under the NSLA to facilitate the enrollment of eligible children in Medicaid or the state children's health insurance program (CHIP) unless the student's parent notifies the district that a student's information should not be disclosed. A parent's decision will not affect the child's eligibility for free and reduced price meals or free milk. Contact the Child Nutrition office at 830-693-4357 or visit our website at [www.marblefallsisd.org](http://www.marblefallsisd.org) to apply for free or reduced price meal services.

Parents are strongly encouraged to continually monitor their child's meal account balance. When a student's meal account is depleted, the district will notify the parent. The student will be allowed to continue purchasing meals for up to \$15.00 and the district will present the parent with a schedule of repayment for any outstanding account balance. If the district is unable to work out an agreement with the student's parent on replenishment of the student's meal account and payment of any outstanding balance, the student will receive an alternate meal. Alternate meals are offered for both breakfast & Lunch when the child reaches their charge limit.

Students may buy their lunches or bring them from home. Lunches may be paid for in the cafeteria in the mornings. Meals may be purchased daily, weekly or monthly in the cafeteria or on-line from the Marble Falls website (click on MySchoolBucks.com). Sending cash with your child is not advised. Records are kept electronically. Prices will be as follows:

**Breakfast prices:**

**Students      \$1.10 (regular)**  
**Students      \$0.30 (reduced)**  
**Adults          \$2.00**

**Lunch Prices:**

**Students      \$2.10 (regular)**  
**Students      \$0.40 (reduced)**  
**Adults          \$3.50**

**Online Meal Accounts**

Pre-payments can be made in the cafeteria with cash, check, or you may go online to [www.myschoolbucks.com](http://www.myschoolbucks.com). MySchoolBucks.com is a family friendly system for online pre-payment and nutrition education. You can view student balances, set up low balance

notifications and view account transaction history. For more information please contact MFISD Child Nutrition to help you with any set up questions at 830-693-5423.

**NOTE:**

1. A convenience fee of \$1.95 will be added to the bill for each transaction.
2. Credit cards are next day and check cards, e-cards and Pay-pal could take up to 10 days.

***Library (All Grade Levels)***

The library is a learning laboratory with books, computers, magazines, and other materials available for classroom assignments, projects, and reading or listening pleasure. The library is open for independent student use with teacher and librarian permission.

***Meetings of Noncurriculum-Related Groups (Secondary Grade Levels Only)***

Student-organized, student-led noncurriculum-related groups are permitted to meet during the hours designated by the principal before and after school. These groups must comply with the requirements of policy FNAB(LOCAL).

A list of these groups is available in the principal's office.

**Searches**

In the interest of promoting student safety and attempting to ensure that schools are safe and drug free, district officials may from time to time conduct searches. Such searches are conducted without a warrant and as permitted by law.

***Students' Desks and Lockers (All Grade Levels)***

Students' desks and lockers are school property and remain under the control and jurisdiction of the school even when assigned to an individual student.

Students are fully responsible for the security and contents of their assigned desks and lockers. Students must be certain that their lockers are locked, and that the combinations are not available to others.

Searches of desks or lockers may be conducted at any time there is reasonable suspicion to believe that they contain articles or materials prohibited by policy, whether or not a student is present.

The parent will be notified if any prohibited items are found in the student's desk or locker.

### ***Telecommunications and Other Electronic Devices (All Grade Levels)***

Use of district-owned equipment and its network systems is not private and will be monitored by the district. [See policy CQ for more information.]

Any searches of personal telecommunications or other personal electronic devices as well as district issued technology will be conducted in accordance with law, and the device may be confiscated in order to perform a lawful search. A confiscated device may be turned over to law enforcement to determine whether a crime has been committed.

[See policy FNF(LEGAL) and **Electronic Devices and Technology Resources** on page 57 for more information.]

### ***Vehicles on Campus (Secondary Grade Levels Only)***

A student has full responsibility for the security and content of his or her vehicle parked on district property and must make certain that it is locked and that the keys are not given to others. [See the Student Code of Conduct.]

Vehicles parked on district property are under the jurisdiction of the district. School officials may search any vehicle any time there is reasonable suspicion to do so, with or without the permission of the student. If a vehicle subject to search is locked, the student will be asked to unlock the vehicle. If the student refuses, the student's parent will be contacted. If a search is also refused by the student's parent, the district will turn the matter over to law enforcement. The district may, in certain circumstances, contact law enforcement even if permission to search is granted.

#### **Students are not allowed in the parking lot without permission during the school day.**

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. [See FNF (LOCAL) for information on Drug Testing Policy]

### ***Trained Dogs (All Grade Levels)***

The district will use trained dogs to alert school officials to the presence of prohibited or illegal items, including drugs and alcohol. At any time, trained dogs may be used around lockers and the areas around vehicles parked on school property. Searches of classrooms, common areas, or student belongings may also be conducted by trained dogs when students are not present. An item in a classroom, a locker, or a vehicle to which a trained dog alerts may be searched by school officials.

### ***Metal Detectors (All Grade Levels)***

[For further information, see policy FNF(LOCAL).]

### ***Drug Testing (Secondary Grade Levels Only)***

[For further information, see policy FNF(LOCAL). Also see **Steroids** on page 96.]

### **Sexual Harassment**

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 48.]

### **Special Programs (All Grade Levels)**

The district provides special programs for gifted and talented students, homeless students, students in foster care, bilingual students, migrant students, English language learners, students diagnosed with dyslexia, and students with disabilities. The coordinator of each program can answer questions about eligibility requirements, as well as programs and services offered in the district or by other organizations. A student or parent with questions about these programs should contact the district's curriculum department at 830-693-4357.

### **Standardized Testing**

#### **Secondary Grade Levels**

#### **SAT/ACT (Scholastic Aptitude Test and American College Test)**

Many colleges require either the American College Test (ACT) or the Scholastic Aptitude Test (SAT) for admission. Students are encouraged to talk with the school counselor early during their junior year to determine the appropriate exam to take; these exams are usually taken at the end of the junior year. The Preliminary SAT (PSAT) and ACT-Aspire are the corresponding preparatory and readiness assessments for the SAT and ACT, and more information can be obtained on these assessments from the school counselor.

**Note:** Participation in these assessments may qualify a student to receive a performance acknowledgment on his or her transcript under the foundation graduation program and may qualify as a substitute for an end-of-course testing requirement in certain circumstances. A student's performance at a certain level on the SAT or ACT also makes the student eligible for automatic admission to a Texas public institution of higher education.

## **TSI (Texas Success Initiative) Assessment**

Prior to enrollment in a Texas public college or university, most students must take a standardized test called the Texas Success Initiative (TSI) assessment. The purpose of the TSI assessment is to assess the reading, mathematics, and writing skills that entering freshmen-level students should have if they are to perform effectively in undergraduate certificate or degree programs in Texas public colleges and universities. This assessment may be required before a student enrolls in a dual credit course offered through the district as well. Achieving certain benchmark scores on this assessment for college readiness may also waive certain end-of-course assessment requirements in limited circumstances.

## ***STAAR (State of Texas Assessments of Academic Readiness)***

### **Grades 3–8**

In addition to routine tests and other measures of achievement, students at certain grade levels are required to take the state assessment, called STAAR, in the following subjects:

- Mathematics, annually in grades 3–8
- Reading, annually in grades 3–8
- Writing, including spelling and grammar, in grades 4 and 7
- Science in grades 5 and 8
- Social Studies in grade 8

Successful performance on the reading and math assessments in grades 5 and 8 is required by law in order for the student to be promoted to the next grade level, unless the student is enrolled in a reading or math course intended for students above the student's current grade level. Exceptions may apply for students enrolled in a special education program if the ARD committee concludes the student has made sufficient progress in the student's individual education plan (IEP). [See Promotion and Retention on page 116 for additional information.]

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain state-established criteria as determined by the student's ARD committee.

STAAR Spanish is available for eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

## **High School Courses—End-of-Course (EOC) Assessments**

STAAR end-of-course (EOC) assessments are administered for the following courses:

- Algebra I
- English I and English II
- Biology
- U.S. History

Satisfactory performance on the applicable assessments will be required for graduation, unless otherwise waived or substituted as allowed by state law and rules.

There are three testing windows during the year in which a student may take an EOC assessment, which will occur during the fall, spring, and summer months. If a student does not meet satisfactory performance, the student will have additional opportunities to retake the assessment.

STAAR Alternate 2 is available for eligible students receiving special education services who meet certain criteria established by the state as determined by the student's ARD committee.

An ARD committee for a student receiving special education services will determine whether successful performance on the EOC assessments will be required for graduation within the parameters identified in state rules and the student's personal graduation plan.

[See **Graduation** on page 64 for additional information.]

### **Steroids (Secondary Grade Levels Only)**

State law prohibits students from possessing, dispensing, delivering, or administering an anabolic steroid. Anabolic steroids are for medical use only, and only a physician can prescribe use.

Body building, muscle enhancement, or the increase of muscle bulk or strength through the use of an anabolic steroid or human growth hormone by a healthy student is not a valid medical use and is a criminal offense.

### **Students in Foster Care (All Grade Levels)**

In an effort to provide educational stability, the district will assist any student who is currently placed or newly placed in foster care (temporary or permanent custody of the state, sometimes referred to as substitute care) with the enrollment and registration process, as well as other educational services throughout the student's enrollment in the district.

Please contact Dr. Wesley Cunningham, who has been designated as the district's foster care liaison, at 830-693-4357 with any questions.

[See **Students in the Conservatorship of the State** on page 25 for more information.]

## **Student Speakers (All Grade Levels)**

The district provides students the opportunity to introduce the following school events:

- Graduation Ceremony
- Senior Scholarship Awards Night
- Legacy Banquet
- Pep Rallies
- School Announcements
- Others as they occur during the school year

If a student meets the eligibility criteria and wishes to introduce one of the school events listed above, the student should submit his or her name in accordance with policy FNA(LOCAL).

[See policy FNA(LOCAL) regarding other speaking opportunities and **Graduation** on page 64 for information related to student speakers at graduation ceremonies.]

## **Substance Abuse Prevention and Intervention (All Grade Levels)**

If you are worried that your child may be using or is in danger of experimenting, using, or abusing illegal drugs or other prohibited substances, please contact the school counselor. The school counselor can provide you with a list of community resources that may be of assistance to you. The Texas Department of State Health Services (DSHS) maintains information regarding children's mental health and substance abuse intervention services on its website: [Services for Children and Adolescents](#).

## **Suicide Awareness and Mental Health Support (All Grade Levels)**

The district is committed to partnering with parents to support the healthy mental, emotional, and behavioral development of its students. If you are concerned about your child, please access [Texas Suicide Prevention](#) or contact the school counselor for more information related to suicide prevention services available in your area.

## **Summer School (All Grade Levels)**

### **HIGH SCHOOL**

Marble Falls High School offers a fee-based summer school program for students going into grades 9-12 who desire to take courses for acceleration. Please consult the school counselors for additional information.

Marble Falls High School offers a free summer school program for students going into grades 10-12 who need credit recovery. Please consult the school counselors for additional information.

Marble Falls ISD offers a free summer school program for middle school and high school students who took the STAAR - EOC exams and are in need of some remediation in order to be successful on the STAAR-EOC exams. The courses are remedial in nature. Please consult the school counselors for additional information.

### **MIDDLE SCHOOL**

Marble Falls ISD offers a free summer school program for students who took the 8<sup>th</sup> grade STAAR exams in Math and Reading/ELA and are in need of some remediation. The courses are remedial in nature. Please consult the school counselors for additional information.

### **ELEMENTARY SCHOOL**

Marble Falls ISD offers a free summer school program for students who took the 5<sup>th</sup> grade STAAR exams in Math and Reading/ELA and are in need of some remediation. The courses are remedial in nature. Please consult the school counselors for additional information.

Marble Falls ISD offers a free summer program for elementary students placed by an ARD Committee to receive Extended School Year Services.

## **Tardies (All Grade Levels)**

### ***Elementary Grade Levels***

Students arriving after the 7:45 am bell must go to the front office for a tardy slip. Students arriving late will not be admitted to class without this slip. Any student who arrives after the designated time for class to begin is required to bring a written note to the office and pick up a tardy slip.

1st and 2nd Tardies = Warning

3rd and 4th Tardies = Parent contacted by teacher

5th and 6th Tardies = Parent contacted by administrator

7th Tardy = Administrator conference with parent and student

8 or more Tardies = Parent must accompany student to office

\* Repeated instances of tardiness will result in more severe disciplinary action, in accordance with the Student Code of Conduct. For the purpose of filing a failure to attend complaint, three tardies will constitute one absence.

### ***Secondary Grade Levels***

Reporting late to class is considered an interruption of the instructional time and should be avoided. A tardy occurs when a student has not crossed the doorway threshold upon completion of the tardy bell ringing. A student who is tardy to class will be subject to disciplinary action. Repeated tardiness will result in more severe disciplinary action in accordance with the Student Code of Conduct.

**Note to Middle School Parents & Students:** All first period tardies are documented in the front office. All tardies after first period are handled through the Assistant Principal's office. If Lunch Detention is assigned due to tardies, the student has two days to serve the assigned detention. Students who fail to serve Lunch Detention will then be assigned an After School Detention from 3:45pm to 5:45pm (2 hours). Students who fail to serve their assigned After School Detention will then be assigned a day of ISS.

### **Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials (All Grade Levels)**

Textbooks and other district-approved instructional materials are provided to students free of charge for each subject or class. Any books must be covered by the student, as directed by the teacher, and treated with care. Electronic textbooks and technological equipment may also be provided to students, depending on the course and course objectives. A student who is issued a damaged item should report the damage to the teacher. Any student failing to return an item in acceptable condition loses the right to free textbooks and technological equipment until the item is returned or the damage paid for by the parent; however, the student will be provided the necessary instructional resources and equipment for use at school during the school day.

### **Transfers (All Grade Levels)**

The principal is authorized to transfer a student from one classroom to another.

[See **Safety Transfers/Assignments** on page 24, **Bullying** on page 35, and **Students Who Have Learning Difficulties or Who Need Special Education Services** on page 26, for other transfer options.]

### **Transportation (All Grade Levels)**

#### ***School-Sponsored Trips***

Students who participate in school-sponsored trips are required to use transportation provided by the school to and from the event. As approved by the principal, a coach or sponsor of an extracurricular activity may establish procedures related to making an exception to this requirement when a parent requests that the student be released to the parent or to another adult designated by the parent.

#### ***Elementary Field Trips***

Field trips are an extension of the classroom instruction. Students participating in a field trip must ride the MFISD-provided buses to and from the scheduled field trip unless they receive prior approval from the campus principal in accordance with MFISD policy. Children who are not students may not be included in field trips. Under extenuating circumstances, a parent may need to take his/her student directly from the field trip. A parent requesting alternate transportation for their child from a field trip must provide the request in writing to the principal at least 24 hours prior to the field trip for approval. The request must state the reason

the parent wishes to leave with the student directly from the field trip. There is a Field Trip Return Request Form available in your child's front office.

### ***Buses and Other School Vehicles***

The district makes school bus transportation available to all students living two or more miles from school. This service is provided at no cost to students.

Bus routes and stops will be designated annually, and any subsequent changes will be posted at the school and on the district's website. For the safety of the operator of the vehicle and all passengers, students must board buses or other vehicles only at authorized stops, and drivers must unload passengers only at authorized stops.

A parent may also designate a child-care facility or grandparent's residence as the regular pickup and drop-off location for his or her child. The designated facility or residence must be on an approved stop on an approved route. For information on bus routes and stops or to designate an alternate pickup or drop-off location, you may contact George Hamilton, Director of Transportation at 830-798-2300.

[See the Student Code of Conduct for provisions regarding transportation to the DAEP.]

Students are expected to assist district staff in ensuring that buses and other district vehicles remain in good condition and that transportation is provided safely. When riding in district vehicles, including buses, students are held to behavioral standards established in this handbook and the Student Code of Conduct. Students must:

- Follow the driver's directions at all times.
- Enter and leave the vehicle in an orderly manner at the designated stop.
- Keep feet, books, instrument cases, and other objects out of the aisle.
- Not deface the vehicle or its equipment.
- Not put head, hands, arms, or legs out of the window, hold any object out of the window, or throw objects within or out of the vehicle.
- Not possess or use any form of tobacco or e-cigarettes in any district vehicle.
- Observe all usual classroom rules.
- Be seated while the vehicle is moving.
- Fasten their seat belts, if available.
- Wait for the driver's signal upon leaving the vehicle and before crossing in front of the vehicle.
- Follow any other rules established by the operator of the vehicle.

**A Note to Parents:**

*We would like to take this opportunity to welcome your students aboard the Marble Falls I.S.D. school bus. We transport approximately 2000 students each day with 43 bus routes, and cover approximately 3,000 miles each day. We mention this only to impress upon you the importance of maintaining order, and having your cooperation in following the rules as listed below. Compliance with these rules and others that are in the Marble Falls I.S.D Code of Conduct is a “must” in order to safely transport your child.*

*The school bus is an extension of the classroom and the same conduct is expected.*

*When you, the parent, turn your child over to us, we want you to know that he or she is transported in a well-disciplined safe environment. The bus ride to and from school is a service. Violation of the following rules will result in disciplinary action up to and including a written referral to the campus principal. Anyone violating the bus rules, thereby endangering the safety of others may lose their bus riding privilege.*

1. Students are required to be at their assigned bus stop five minutes prior to the scheduled arrival of the school bus. Parents are responsible for their children’s action while waiting for the school bus.
2. Students are required to stand back 10 feet from where the bus stops and wait for the bus to come to a complete stop. Children crossing the highway are required to wait for the bus and all traffic to come to a stop and the driver to motion that it is safe to cross the roadway. Student should cross fifteen (15) feet in front of the bus so the driver can see the student at all times.
3. The bus driver has the right to and is required by MFISD to assign seats. Students will remain in their assigned seat until the bus arrives at their campus or home and comes to a complete stop.
4. Except for a plastic bottle of water, eating, drinking and chewing gum will not be allowed while on a regular bus route.
5. Animals, including school projects will not be allowed on the school bus at any time. Only band instruments that can be held in the lap or between the student’s legs will be allowed on the bus.
6. All personal items (makeup, cologne, perfume, hairspray, game boys, CD players, cell phones, any electronic devices) will be turned off and remain in back packs.
7. The use of tobacco, drugs, weapons and alcohol are prohibited on the school bus by state law and school board policy. Violation of any of these laws will result in immediate bus suspension.
8. Always keep head, hands and feet to yourself and inside the school bus at all times.
9. Profane language will not be allowed while riding the school bus.

10. Vandalism to any part of the school bus will result in immediate suspension of bus privileges and will require restitution before the student will be allowed back on the school bus.
11. Throwing, pitching or shooting articles on the bus or out the windows is prohibited.
12. Acts of affection such as hugging and kissing will not be allowed on the school bus.
13. Students are required to ride in their assigned seat at all times. Boys and Girls will be separated when seat assignments are determined by the Driver.
14. Tampering with any emergency device on the bus will not be tolerated.
15. Students denied bus riding privileges are not allowed on any District bus during the suspension period.
16. Parents/Legal Guardian/other adults are not permitted to board the school bus and discuss problems with students and /or bus drivers. Please call the Transportation Department at (830)798-2300 to set up an appointment to speak to the bus driver and his/her supervisor. Anyone boarding the bus without authorization, shouting obscenities, or threatening the bus driver or any student on the bus will be reported to local law enforcement. The only exception to board the bus is Emergency Personnel if the need arises.
17. Marble Falls I.S.D. Transportation Department will not allow students to be picked up or dropped off at any location other than their Campus or residence unless approved by the Transportation Department in advance.
18. The driver and monitor are the authority figures on the bus. Lack of cooperation and/or disrespect will result in disciplinary action.
19. These rules and others that are in the Marble Falls I.S.D. Code of Conduct must be followed while riding the bus.

**BUS DISCIPLINE CONSEQUENCES - STEPS:**

- Initial problem will result in the driver contacting parent for assistance and possibly making a seating change.
- Continued violation will result in a referral being sent to the Campus Principal.
- (Parent/Guardian will be contacted and made aware that this action is being taken)
- Referrals will lead to a bus suspension.
- Fighting, profanity, drug, alcohol, weapons, obscene gestures, disrespect toward the driver, insubordination will result in an automatic 10 day suspension.

***NO STUDENT WILL BE ALLOWED BACK ON ANY BUS UNTIL HE/SHE COMPLETES THE SUSPENSION.***

*Thank you and your students for your cooperation and assistance in making this a successful and safe school year. George Hamilton-Director of Transportation*

Misconduct will be punished in accordance with the Student Code of Conduct; the privilege to ride in a district vehicle, including a school bus, may be suspended or revoked.

### **Vandalism (All Grade Levels)**

The taxpayers of the community have made a sustained financial commitment for the construction and upkeep of school facilities. To ensure that school facilities can serve those for whom they are intended—both this year and for years to come—littering, defacing, or damaging school property is not tolerated. Students will be required to pay for damages they cause and will be subject to criminal proceedings as well as disciplinary consequences in accordance with the Student Code of Conduct.

### **Video Cameras (All Grade Levels)**

For safety purposes, video and audio recording equipment is used to monitor student behavior, including on buses and in common areas on campus. Students will not be told when the equipment is being used.

The principal will review the video and audio recordings routinely and document student misconduct. Discipline will be in accordance with the Student Code of Conduct.

Upon **written** request of a parent of a student who receives special education services, a staff member, **(as this term is defined by law) a principal or assistant principal or the board**, state law requires the district to place video and audio recording equipment in a classroom in which the student spends at least 50 percent of his or her instructional day, referred to in the law as a self-contained classroom. The majority of students in this type of classroom must also be students who receive special education services. Before the district places a video camera in a classroom or other setting in which your child receives special education services, the district will provide notice to you. Please speak directly with the principal for further information or to request the installation and operation of this equipment.

[See EHBAF(LOCAL).]

### **Visitors to the School (All Grade Levels)**

#### ***General Visitors***

Parents and others are welcome to visit district schools. For the safety of those within the school and to avoid disruption of instructional time, all visitors must first report to the main office and must comply with all applicable district policies and procedures. When arriving on campus, all parents and other visitors should be prepared to show a government approved photo identification that can be scanned through the district Raptor's system and obtain a

visitor's badge. This badge must be worn while on campus. Upon leaving, visitors must return badge to the office.

Visits to individual classrooms during instructional time are permitted only with approval of the principal and teacher and only so long as their duration or frequency does not interfere with the delivery of instruction or disrupt the normal school environment. Even if the visit is approved prior to the visitor's arrival, the individual must check in at the main office first.

All visitors are expected to demonstrate the highest standards of courtesy and conduct; disruptive behavior will not be permitted.

High School and Middle School students are not permitted on the elementary campus during the normal school day and are not allowed to attend Elementary Field Trips or Parties.

High School and Middle School students will be allowed to attend student awards assemblies **ONLY** if accompanied by their parent. A parent notifying the front office prior to the event will help to expedite the check in procedure when arriving for the assembly.

Should there be questions concerning exceptions to this policy, please see the campus principal.

### ***Unauthorized Persons***

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer has the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

• Appeals regarding refusal of entry or ejection from district property may be filed in accordance with FNG(LOCAL) or GF(LOCAL). [See also Student Code of Conduct.]

### ***Business, Civic, and Youth Groups***

The district may invite representatives from patriotic societies listed in Title 36 of the United States Code to present information to interested students about membership in the society.

### ***Visitors Participating in Special Programs for Students***

On Career Day and College Fair Day the district invites representatives from colleges and universities and other higher education institutions, prospective employers, and military recruiters to present information to interested students.

### ***Volunteers (All Grade Levels)***

We appreciate so much the efforts of parent and grandparent volunteers that are willing to serve our district and students. If you are interested in volunteering, please contact the

district's Human Resource Department at 830-693-4357 for more information and to complete an application.

### **Voter Registration (Secondary Grade Levels Only)**

A student who is eligible to vote in any local, state, or federal election may obtain a voter registration application at the main campus office.

### **Withdrawing from School (All Grade Levels)**

A student under age 18 may be withdrawn from school only by a parent. The school requests notice from the parent at least three days in advance so that records and documents may be prepared. The parent may obtain a withdrawal form from the principal's office.

On the student's last day, the withdrawal form must be presented to each teacher for current grade averages and book and equipment clearance; to the librarian to ensure a clear library record; to the clinic for health records; to the school counselor for the last report card and course clearance; and finally, to the principal. A copy of the withdrawal form will be given to the student, and a copy will be placed in the student's permanent record.

A student who is age 18 or older, who is married, or who has been declared by a court to be an emancipated minor may withdraw without parental signature.

## Glossary

**Accelerated instruction** is an intensive supplemental program designed to address the needs of an individual student in acquiring the knowledge and skills required at his or her grade level and/or as a result of a student not meeting the passing standard on a state-mandated assessment.

**ACT-Aspire** refers to an assessment that took the place of ACT-Plan and is designed as a preparatory and readiness assessment for the ACT. This is usually taken by students in grade 10.

**ACT** refers to one of the two most frequently used college or university admissions exams: the American College Test. The test may be a requirement for admission to certain colleges or universities.

**ARD** is the admission, review, and dismissal committee convened for each student who is identified as needing a full and individual evaluation for special education services. The eligible student and his or her parents are members of the committee.

**Attendance review committee** is responsible for reviewing a student's absences when the student's attendance drops below 90 percent, or in some cases 75 percent, of the days the class is offered. Under guidelines adopted by the board, the committee will determine whether there were extenuating circumstances for the absences and whether the student needs to complete certain conditions to master the course and regain credit or a final grade lost because of absences.

**DAEP** stands for disciplinary alternative education program, a placement for students who have violated certain provisions of the Student Code of Conduct.

**EOC assessments** are end-of-course tests, which are state-mandated, and are part of the STAAR program. Successful performance on EOC assessments are required for graduation. These exams will be given in English I, English II, Algebra I, Biology, and U.S. History.

**ESSA** is the Every Student Succeeds Act passed by the federal government in December 2015.

**FERPA** refers to the federal Family Educational Rights and Privacy Act that grants specific privacy protections to student records. The law contains certain exceptions, such as for directory information, unless a student's parent or a student 18 or older directs the school not to release directory information.

**IEP** is the written record of the individualized education program prepared by the ARD committee for a student with disabilities who is eligible for special education services. The IEP contains several parts, such as a statement of the student's present educational performance; a statement of measurable annual goals, with short-term objectives; the special education and related services and supplemental aids and services to be provided, and program modifications or support by school personnel; a statement regarding how the student's progress will be

measured and how the parents will be kept informed; accommodations for state or districtwide tests; whether successful completion of state-mandated assessments is required for graduation, etc.

**IGC** is the individual graduation committee, formed in accordance with state law, to determine a student's eligibility to graduate when the student has failed to demonstrate satisfactory performance on no more than two of the required state assessments.

**ISS** refers to in-school suspension, a disciplinary technique for misconduct found in the Student Code of Conduct. Although different from out-of-school suspension and placement in a DAEP, ISS removes the student from the regular classroom.

**PGP** stands for Personal Graduation Plan, which is required for high school students and for any student in middle school who fails a section on a state-mandated test or is identified by the district as not likely to earn a high school diploma before the fifth school year after he or she begins grade 9.

**PSAT** is the preparatory and readiness assessment for the SAT.

**SAT** refers to one of the two most frequently used college or university admissions exams: the Scholastic Aptitude Test. The test may be a requirement for admissions to certain colleges or universities.

**SHAC** stands for School Health Advisory Council, a group of at least five members, a majority of whom must be parents, appointed by the school board to assist the district in ensuring that local community values and health issues are reflected in the district's health education instruction, along with providing assistance with other student and employee wellness issues.

**Section 504** is the federal law that prohibits discrimination against a student with a disability, requiring schools to provide opportunities for equal services, programs, and participation in activities. Unless the student is determined to be eligible for special education services under the Individuals with Disabilities Education Act (IDEA), general education with appropriate instructional accommodations will be provided.

**STAAR** is the State of Texas Assessments of Academic Readiness, the state's system of standardized academic achievement assessments.

**STAAR Alternate 2** is an alternative state-mandated assessment designed for students with severe cognitive disabilities receiving special education services who meet the participation requirements, as determined by the student's ARD committee.

**STAAR Spanish** is an alternative state-mandated assessment administered to eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress.

**State-mandated assessments** are required of students at certain grade levels and in specified subjects. Successful performance sometimes is a condition of promotion, and passing the STAAR EOC assessments is a condition of graduation. Students have multiple opportunities to take the tests if necessary for promotion or graduation.

**Student Code of Conduct** is developed with the advice of the district-level committee and adopted by the board and identifies the circumstances, consistent with law, when a student may be removed from a classroom, campus, or district vehicle. It also sets out the conditions that authorize or require the principal or another administrator to place the student in a DAEP. It outlines conditions for out-of-school suspension and for expulsion. The Student Code of Conduct also addresses notice to the parent regarding a student's violation of one of its provisions.

**TELPAS** stands for the Texas English Language Proficiency Assessment System, which assesses the progress that English language learners make in learning the English language, and is administered for those who meet the participation requirements in kindergarten–grade 12.

**TSI assessment** is the Texas Success Initiative assessment designed to measure the reading, mathematics, and writing skills that entering college-level freshmen students should have if they are to be successful in undergraduate programs in Texas public colleges and universities.

**TxVSN** is the Texas Virtual School Network, which provides online courses for Texas students to supplement the instructional programs of public school districts. Courses are taught by qualified instructors, and courses are equivalent in rigor and scope to a course taught in a traditional classroom setting.

**UIL** refers to the University Interscholastic League, the statewide voluntary nonprofit organization that oversees educational extracurricular academic, athletic, and music contests.

## Appendix: Freedom from Bullying Policy

**Note to handbook developer:** Because state law requires that the district's policy on bullying be distributed in its Student Handbook(s), the following has been formatted for you to more easily insert the district's FFI(LOCAL) policy here rather than in the body of the handbook itself.

Note that school board policies may be revised at any time. For legal context and the most current copy of the local policy, visit [\[insert a link to policy code FFI\]](#). Below is the text of Marble Falls ISD's policy FFI(LOCAL) as of the date that this handbook was finalized for this school year.

### Student Welfare: Freedom from Bullying

Policy FFI(LOCAL) adopted on [\[board adoption date\]](#)

[\[Paste the text of your bullying policy FFI\(LOCAL\) here as plain text \("Keep text only"\) and then reformat it with the handbook styles.\]](#)

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# FALLS CAREER HIGH SCHOOL

## STUDENT HANDBOOK 2017-2018



**“LIGHTING THE WAY FOR A SUCCESSFUL TOMORROW”**

**MFISD**

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# Marble Falls Independent School District

The Vision for Marble Falls ISD is to:

- Guarantee that every student will be fully prepared to take risks and accept the challenges needed to succeed at any rigorous academic, technological, social or vocational endeavor.
- Maximize academic achievement for each learner using traditional and nontraditional instruction and technology to complement and broaden the learning experience.
- Develop staff and student partnerships that create an academically challenging educational environment, which promotes self-governance, personal accountability, responsible lifelong learning and positive global citizenship.
- Assure that every student and staff member sees the community as a classroom and each classroom as a community, creating unique and innovative partnerships for student success.

Mission Statement:

The mission of Marble Falls ISD is to inspire and empower all students to lead extraordinary lives and embrace the possibilities of the 21st century through relevant, engaging learning experiences led by inspirational and nurturing educators.

## **Falls Career High School Standards**

Our goal is to provide a positive, supportive, learning environment with high expectations for our students. We will assist all students in becoming life-long learners and productive citizens.

We, the faculty and staff, assume all students have a strong desire to obtain an education. Students will demonstrate responsible behavior and a positive attitude towards FCHS. When students fulfill these expectations, neither the student nor staff members will have to be concerned with disciplinary measures. Thus, everyone can concentrate on academic achievement.

# GENERAL INFORMATION

## ACADEMIC COUNSELING

Students are encouraged to work with student services and their mentor teachers concerning their educational, career, or vocational goals. Information is available on 2 & 4 year college programs, Technical Schools and Apprenticeship Programs.

## ACADEMIC SCHOOL DAY

**Falls Students should arrive by 8:00 a.m. for school breakfast.** Students are required to collect laptops from their mentor teachers no later than 8:15 a.m. and should be in their classroom **working by 8:25**. Students arriving after at 8:26 or later are considered tardy. The school day runs until **3:00 p.m.\***

One class period each week is devoted to career and/or personal development skill building. A second class period each week is devoted to a Mentor group/study hall time. Students will meet with mentor teachers who will individually monitor overall student progress.

Lunch is from 12:30 – 1:00 p.m.

\* Students whose work hours conflict with afternoon classes, may petition for 12:30 early release from school contingent on academic and behavioral progress.

## ATTENDANCE

Success at FCHS depends upon promptness and regular attendance

1. When a student must be absent from school, the student/parent/guardian/spouse should **call on the day of the absence at (830) 798-3621 before 9:00 am.**
2. In order to receive credit for coursework, absences cannot exceed 10% of the student's enrollment days Falls CHS has the discretion to withdraw students who are 18 years of age or older following their fifth absence in a single semester.
3. Students not making satisfactory academic progress or who have excessive absences will be put on a contract. Consequences for breach of contract may include but are not limited to: loss of privileges, loss of early release status, loss of course credit, or withdrawal from FCHS.

## CELL PHONES

Falls' students are **not allowed to have cell phones turned on during the instructional day.** Any cell phones used during the instructional day **will be confiscated and parents/guardians will be notified.** Students will receive only one warning concerning any confiscated device (see prohibited items on p. 10). Following a 2<sup>nd</sup> unauthorized use and confiscation; **students will be required to turn their phones in to their mentor teacher.**

Students may, with staff permission, use the office phone during the instructional day. **Please do NOT CALL OR TEXT YOUR CHILD ON THEIR CELL PHONES during the school day. Instead, route all necessary communications through our office (830-798-3621).**

Students who are not on academic probation, (see "Student Status on p. 12), may use their cell phone during morning break and lunch, but **NEVER DURING CLASS!**

## **CLASSROOM SUPPLIES**

Students will be asked to provide basic supplies including two spirals, two black/blue pens/ two pencils and two boxes of Kleenex.

## **CONCESSION MACHINES**

Concession machines are usually available to students **before 8:25 a.m.**, during break from **10:00-10:15**, and after school. **(3:00 pm)** Please note that: 1 – **Concession Machines cannot be used during lunch**; and 2 - **Snacks & drinks are not allowed in the classrooms during class time**. Concession machines will be turned off if students fail to keep the school clean by disposing properly of their trash in the appropriate bins. Students are expected to bring correct change & should not rely on office or staff to provide change.

## **CONFERENCE/CURRICULUM DEVELOPMENT**

All teachers by state law are provided a planning period. Teachers are available to meet with parents and students during their planning period. Please call the school to schedule a conference with any staff member.

## **COUNSELING**

Individual and group counseling are available at Falls Career High School upon either student request or staff referral. All matters not involving potential serious harm to a student or other identifiable 3<sup>rd</sup> party will be considered confidential. If the need arises, a student may be referred to a community resource.

## **CREDIT BY EXAMINATION (WITH PRIOR INSTRUCTION)**

With prior approval and consensus of a Falls' administrator and subject matter teacher, students may use credit by examination to demonstrate mastery in any academic course at the secondary level.

Students seeking to earn credit by exam must have had prior instruction in the subject or course as determined on the basis of a review of the student's educational records. Tests will be administrated at Falls Career High School.

## **DISCIPLINE**

The goal at Falls Career High School is to provide a safe, positive and caring atmosphere with high expectations for all of our students. Students are expected to abide by the Marble Falls I.S.D. Student Code of Conduct as well as specific Falls Career High School Standards contained in this Student Handbook.

The Marble Falls I.S. D. Student Code of Conduct can be found under Parent/Student Information. FCHS students are subject to all state laws and local discipline regulations as adopted by the Board of Trustees.

## **DRESS CODE**

We realize that a person is much more important than how they dress, but appearance will impact how both the individual and our school will be perceived in the community. Students are expected to take pride in their appearance and to *Dress for Success*. Good grooming, modesty, neatness and appropriate clothing help establish a learning atmosphere and demonstrate respect for self and others. Our school climate is affected by how students choose to present themselves. Therefore, our dress code guidelines include but are not limited to the following:

1. All students must wear Falls CHS T-shirts. Students will be given 2 shirts upon enrollment.
2. Additional Falls CHS T-shirts are available \$8 each.
3. Pants can be jeans or khaki but cannot sag and must stay at or above the hips.
4. Shorts may not be worn to school.
5. Extremes in hair coloring are prohibited.
6. Only one facial piercing will be permitted.
7. No leggings or sweat pants are allowed.

**PLEASE NOTE: The principal or the principal's designee is the final authority** on what will or will not qualify as acceptable appearance at FCHS.

## **EARLY RELEASE PETITIONS**

Students whose work schedule conflicts with school hours may petition for early (12:30) release from school. A staff member will contact each student's work supervisor to confirm the necessity of a shortened school day. Due to the necessity of staff review & verification, **early release petitions must be filled out and turned in one week in advance**. Early Release Privileges will be revoked if students stop working for any reason or if they fall behind in their coursework.

## **FIRE DRILLS**

Fire drills are conducted to train occupants to quickly leave the building in an orderly fashion in case of an emergency. We will conduct fire drills at Falls Career High School as required by law. When an alarm sounds, (one loud signal), students will leave everything in the room and exit in a quiet, orderly fashion. Students will exit from the building without delay as directed by the evacuation maps posted in each room. When the all-clear signal is given (another single loud signal), pupils should return to their classes in an orderly fashion.

## **FLEXIBLE SCHEDULING**

The school principal schedules students into classes. Each student's schedule will vary depending upon his/her current student status, academic graduation plan and test results.

As a student completes a course, the teacher will document the completed course then assign the student a new course.

Students are required to attend each class for a minimum of forty-five minutes each day. Students will attend a school wide social skills &/or career prep assembly and a mentor group meeting weekly.

## **GRADING POLICY and SCHOLASTIC DISHONESTY**

1. Students need to score 70% or more on each item listed on their course syllabus to earn class credit.
2. If a student fails a test, he must satisfactorily complete the required correctives before he retests.
3. Students must complete all assignments in the class syllabus.
4. Scholastic dishonesty is a violation of the student code of conduct and includes but is not limited to: 1. Cheating on an exam or quiz (either by providing answers to or taking answers from another student, unauthorized device or materials); 2. Plagiarism; or 3. Collusion. Plagiarism includes use of another author's words or arguments without attribution. Collusion is defined as the unauthorized collaboration with another person in preparing written work for fulfillment of any course requirement.

## **GRADUATION CEREMONIES**

When students meet all requirements for graduation, they will receive an official diploma from Falls Career High School. Graduation ceremony for Falls Career High School will occur each year in May. Students are encouraged to invite their parents and/or guardians, spouses, friends, and other guests.

## **GRADUATION PLANS**

Graduation requirements are based on the year a student enters 9<sup>th</sup> grade. Students are encouraged to pursue the at least one Endorsement under the Foundation Plan. A student may not graduate under the Foundation Plan without at least one Endorsement without a written parental agreement signed subsequent to the completion of their sophomore year.

Foreign Language course teachers are based on the MFHS campus and coursework is primarily computer &/or video based.

## **NETWORK AND INTERNET USE**

Students at FCHS have the opportunity to access technology to further enhance their education. To access and retain this privilege, students must agree to be a responsible user of both the school network and the Internet. Each student must abide by the rules and Code of Ethics for network and Internet use as developed by the district technology department. Inappropriate use of the network or the Internet will result in a cancellation of network & internet use privileges as well as possible disciplinary action. **Authorized computer use for Falls Students is limited to OdysseyWare coursework or Teacher Authorized Research only.**

## **NON-DISCRIMINATION STATEMENT (Title IX, Section 3)**

Falls Career High School and the Marble Falls Independent School District do not discriminate on the basis of race, color, national origin, gender, age, religion, handicapping condition or veteran status. Any complaint should be directed to Dr. Susan Maughan, Title IX Coordinator for the district at 830-693-4357.

## **NURSE SERVICES AND MEDICATION**

The school nurse at Marble Falls Middle School will also serve Falls Career High School students when needed. The Marble Falls High School Nurse is responsible for updating medical records .

Students who need to take prescription medicine during the school day must leave the medicine in the original prescription container with Ms. Tennison. She will be responsible for dispensing it to the student. **Students are strictly forbidden to possess any drug or medicine on campus.** A first aid kit is available in the office for minor emergencies.

Parents of a student with a communicable or contagious disease are asked to telephone the school principal so that other students who have been exposed to the disease may be alerted. Student with diseases listed in the District Health Guideline Book are not allowed to come to school while the disease is contagious.

## **PARENT NOTIFICATION PROCEDURES-Compliance with P.L. 107-110,**

### **Section 1111(h)(6)(A)**

Parents have a right to know the professional qualifications of the classroom teacher who instructs their child and Federal law requires the school district to provide this information in a timely manner if requested. Specifically, parents have a right to request the following information regarding their child's teacher:

- State licensing criteria for the grade and subjects they teach
- Emergency or provisional status because of special circumstances
- College major, advanced degrees and field of discipline of the certification or degree
- If paraprofessionals provide services to your child, and if so, their qualifications

If you would like to receive any of this information, please contact the school principal.

### **PERCEPTION OF TOBACCO, DRUG OR ALCOHOL INVOLVEMENT**

Falls students must pledge to remain tobacco (including electronic cigarettes), drug and alcohol free during their enrollment in Falls CHS. Furthermore, students agree to be **responsible and accountable for any perception they may create of involvement with tobacco, (including e-cigarettes), drugs or alcohol.**

A student creates the perception of drug or alcohol involvement when they exhibit any combination of behaviors including but not limited to: alcohol or marijuana odor; bloodshot eyes; excessive sleeping; repeated drug talk or mannerisms; severely disproportionate mood swings or fits of temper not otherwise explained by a documented mental or physical condition.

### **PEST CONTROL INFORMATION**

The District periodically applies pesticides inside the building. Application is performed by a state licensed, certified applicator. Information on the times and applications are available on request from the principal or the M.F.I.S.D. Maintenance Director.

### **PROGRESS REPORTS**

Student progress is monitored on a day-to-day basis. A progress report will be sent home each 9 weeks. If a student has poor attendance or is failing to meet achievement expectations, staff interventions will be documented and a performance contract will be negotiated. If the student continues to experience difficulty, a parent/teacher conference will be held and privileges will be restricted until the student's academic or behavioral performance improves. Remember, Falls Career High School is a school of choice & a school of need, but NOT a school of convenience.

### **PROHIBITED ITEMS**

Operating pagers, beepers, laser pointers or cell phones on campus during the instructional day is not permitted. These will be confiscated if operated during the instructional day. Parents/guardians will be notified of any confiscation due to inappropriate use of a telecommunication device. Students will receive only one warning concerning confiscated devices. Following a 2<sup>nd</sup> unauthorized use and confiscation; students will (may) be required to turn in their device each morning.

### **MARBLE FALLS HIGH SCHOOL CAMPUS RESTRICTION**

Students attending Falls Career High School are not allowed on the high school campus during the school day without prior approval from the FCHS office. **FCHS High School students must abide by all MFHS dress code restrictions when present on MFHS campus for any approved purpose.**

## **STUDENT PARKING**

Students who wish to park on campus must apply for a parking permit. Students applying for parking permits must show both their driver's license and proof of insurance and must agree to submit to random drug testing. Students must park only in designated Falls' parking spaces. When students arrive or depart from school they are not to loiter in either their vehicles or the parking lot. Reckless or careless driving will not be permitted.

Students are reminded that state law does not permit any **TOBACCO, ALCOHOL, DRUGS, and PARAPHERNALIA, (including e-cigarettes), OR WEAPONS** on or within 300 feet of any school property or parking lot. Vehicles parked on or within 300 feet of school property are under the jurisdiction of the school. The school reserves the right to search any such vehicle if reasonable cause exists. Students have full responsibility for the security of their vehicles. Students will be held responsible for any prohibited objects or substances found in their car. Vehicle searches may be conducted with or without the presence of the student any time reasonable cause exists.

## **STUDENT STATUS**

Teacher Mentors will monitor class attendance and academic progress for each mentor student on a weekly basis. **Students who fail to earn a minimum of 4 credits each semester are subject to academic probation &/or administrative withdrawal for lack of academic progress.**

All Students are entitled to enjoy the privileges of satisfactory academic and behavioral progress. Their school day is from 8:00 a.m. until 3:00 p.m.

**Working Students who are scheduled to work in the early afternoon and are making satisfactory academic & behavioral progress,** may petition for early release at 12:30pm.

**Academic Probation Students** who have been identified as not making satisfactory academic or behavioral progress will lose privileges including but not limited to: personal music during self-study time, service learning opportunities during the school day, and/or early release. The school day for students on Academic Probation is from 8:00 a.m. until 3:00 p.m.

## **TARDIES**

Enrollment in Falls Career High School is a privilege. Students are expected to attend school every day and be punctual. A student should call the school if he/she will be more than 30 minutes late. All students arriving after 8:25 a.m. must come to the office before reporting to class.

Upon the 3<sup>rd</sup> tardy a student will be required to stay after school for up to 45 minutes and may be required to turn in their phones for the day. Contracted consequences for continued tardies on an individual basis may include but are not limited to: Assigned essay(s), parent meetings, loss of early release for work, assigned afterschool work hours, re-start of coursework and ultimately un-enrollment from Falls.

## **TELEPHONE**

Students may ask to use the office telephone during break time. Students should make all transportation and other personal arrangements prior to coming to school. Students should show respect and appropriate behavior while in the office area. Students must have permission to use any phone in the building. Students are asked to limit the number of calls or messages received from parents, guardians or spouses.

## **TUTORIALS**

Tutorial times are built into the school day and students are encouraged to take advantage of this service. Students whose assessments reveal deficits in reading &/or math will be scheduled into GAP classes designed to teach missing fundamental concepts. Students taking state mandated TAKS or STAAR testing may receive tutoring &/or will be scheduled into a review class as needed.

## **VISITORS**

Parents and other visitors are welcome to visit district schools. All visitors must first secure a visitors pass by coming to the office and presenting their driver's license or photo ID to the school secretary. Visits to individual classrooms during instructional time are permitted only with office and teacher approval. Visits are not permitted if their duration or frequency interferes with the delivery of instruction or disrupts the normal school environment.

# 17-18 Code of Conduct Revisions

As of 8/11/17

<b>Page #</b>	<b>Subject</b>	<b>Revision Made By</b>	<b>Revision</b>
<b>3</b>	<b>Unauthorized Persons</b>	<b>TASB</b>	Section was not in last year's SCOC.
<b>6-7</b>	<b>Electronic Devices</b>	<b>MFISD</b>	ADDED: The use of telecommunication and electronic devices at school is a privilege. Repeated disruptions caused by use of a telecommunication or electronic device will be treated as insubordination and consequences assigned accordingly.
<b>14</b>	<b>Out of School Suspension</b>	<b>TASB</b>	Misconduct-added highlighted verbage to align with TASB
<b>16</b>	<b>Misconduct Identified...</b>	<b>TASB</b>	Added first 3 bullets re: bullying
<b>33</b>	<b>Glossary: BULLYING</b>	<b>TASB</b>	Redefined Bullying

Marble Falls  
INDEPENDENT SCHOOL DISTRICT  
2017-2018  
STUDENT CODE OF CONDUCT



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

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# **Marble Falls ISD Student Code of Conduct**

2017–18 School Year

If you have difficulty accessing the information in this document because of disability, please contact the district administration office at 1800 Colt Circle, Marble Falls, TX 78654 or at 830-693-4357.

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# Student Code of Conduct

## Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the district administration office at 1800 Colt Circle, Marble Falls, TX 78654 or at 830-693-4357.

## Purpose

The Student Code of Conduct (“Code”) is the district’s response to the requirements of Chapter 37 of the Texas Education Code.

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

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

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

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

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

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

## **School District Authority and Jurisdiction**

### **Campus Behavior Coordinator**

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator. The designated person may be the principal of the campus or any other campus administrator selected by the principal. The campus behavior coordinator is primarily responsible for maintaining student discipline. The district maintains a current list of the persons serving as a campus behavior coordinator in the Student Handbook or on the district's website at [www.marblefallsisd.org](http://www.marblefallsisd.org).

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

The district has disciplinary authority over a student:

1. During the regular school day and while the student is going to and from school or a school-sponsored or school-related activity on district transportation;
2. During lunch periods in which a student is allowed to leave campus;
3. While the student is in attendance at any school-related activity, regardless of time or location;
4. For any school-related misconduct, regardless of time or location;
5. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
6. When a student engages in cyberbullying, as provided by Education Code 37.0832;
7. When criminal mischief is committed on or off school property or at a school-related event;
8. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
9. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
10. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
11. When the student is required to register as a sex offender.

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

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

### **Reporting Crimes**

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

## **Revoking Transfers**

The district has the right to revoke the transfer of a nonresident student for violating the district's Code.

### **“Parent” Defined**

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

## **Participating in Graduation Activities**

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

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

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

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

## **Unauthorized Persons**

In accordance with Education Code 37.105, a school administrator, school resource officer (SRO), or district police officer shall have the authority to refuse entry or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting, and the person persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with FNG(LOCAL) or GF(LOCAL), as appropriate.

See **DAEP—Restrictions During Placement** on page 20, for information regarding a student assigned to DAEP at the time of graduation.

## **Standards for Student Conduct**

Each student is expected to:

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

## **General Conduct Violations**

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

### **Disregard for Authority**

Students shall not:

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

### **Mistreatment of Others**

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see DAEP Placement and Expulsion.)
- Threaten a district student, employee, or volunteer, including off school property, if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See glossary for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in conduct that constitutes sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct, directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See glossary.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See glossary.)
- Cause an individual to act through the use of or threat of force (coercion).
- Commit extortion or blackmail (obtaining money or an object of value from an unwilling person).
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

## Property Offenses

Students shall not:

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

## Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A location-restricted knife;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm;
- A stun gun;
- A pocketknife or any other small knife; regardless of blade length
- Mace or pepper spray;
- Pornographic material;
- Tobacco products; cigarettes; e-cigarettes; and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer for other than an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

**Note:** For weapons and firearms, see DAEP Placement and Expulsion. In most circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

## Possession of Telecommunications or Other Electronic Devices

**The use of telecommunication and electronic devices at school is a privilege.** Students are not permitted to use a telecommunications device, including a cellular telephone, or other electronic device on school property during the school day that is disruptive or distracting to the educational process.

Repeated disruptions caused by use of a telecommunication or electronic device will be treated as insubordination and consequences assigned accordingly.

### **Alcohol, Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

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

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the Internet or other electronic communications to threaten district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the Internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a

substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

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

### **Miscellaneous Offenses**

Students shall not:

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

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

## **Discipline Management Techniques**

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

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

### **Students with Disabilities**

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

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

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

### **Techniques**

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

- Verbal correction, oral or written.
- Cooling-off time or "time-out."
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.

## Removal from Bus

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

## Notification

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

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

## Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or campus behavior coordinator, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the campus behavior coordinator's office, or the central administration office

## Removal from Bus

or through *Policy On Line* at the following address: ([www.marblefallsisd.org](http://www.marblefallsisd.org)).Consequences shall not be deferred pending the outcome of a grievance.

## **Removal from the School Bus**

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

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

## Removal from the Regular Educational Setting

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

### Routine Referral

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

### Formal Removal

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

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

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

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

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

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

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

### Returning a Student to the Classroom

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

*Removal from the Regular Educational Setting*

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

## Out-of-School Suspension

### Misconduct

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

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student in grade 2 or below shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code Section 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students in grade 2 or below who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### Process

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

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

The number of days of a student's suspension shall be determined by the campus behavior coordinator, but shall not exceed three school days. All out-of-school suspension days will be recorded as unexcused absences for the student.

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

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

## Out-of-School Suspension

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

## Disciplinary Alternative Education Program (DAEP) Placement

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

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

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

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

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

### Discretionary Placement: Misconduct That May Result in DAEP Placement

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

#### Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See glossary.)
- Involvement in criminal street gang activity. (See glossary.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see glossary) that the student has engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see glossary) of the Texas Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

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

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

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

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

## **Sexual Assault and Campus Assignments**

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

## **Emergencies**

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

## **Process**

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

## **Conference**

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

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

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

## **Consideration of Mitigating Factors**

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

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

## **Placement Order**

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

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

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

### **Coursework Notice**

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

### **Length of Placement**

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

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

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

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

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

### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

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

### **Exceeds School Year**

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

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

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

### **Exceeds 60 Days**

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

### **Appeals**

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

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

Appeals regarding the decision to place a student in a DAEP shall begin with the Principal of the student's school for Level I, the Superintendent or designee for Level II, the School Board for Level III in accordance with policy FNG (LOCAL).

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

### **Restrictions During Placement**

State law prohibits a student placed in a DAEP for reasons specified in state law from attending or participating in school-sponsored or school-related extracurricular activities.

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

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

### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the Executive Director of Support Services, the Principal of EPIC, the Principal or designee of the student's school and the student's counselor at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. When a student has been removed by a teacher for any conduct other than a mandatory expulsion offense, the student may be returned to the teacher's class if the placement review committee determines that the teacher's class is the best or only alternative available. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

### **Additional Misconduct**

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

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

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

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

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

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

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

### **Withdrawal During Process**

When a student violates the district's Code in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the campus behavior coordinator may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the campus behavior coordinator or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall continue the DAEP placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district. The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district. The district may place the student in the district's DAEP or a regular classroom setting.

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

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

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

## **Placement and/or Expulsion for Certain Offenses**

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

### **Registered Sex Offenders**

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

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

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

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

### **Review Committee**

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

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

### **Newly Enrolled Student**

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

### **Appeal**

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

### **Certain Felonies**

Regardless of whether placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student **may** be expelled and placed in either DAEP or JJAEP if the board or campus behavior

coordinator makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see glossary) of the Texas Penal Code. The student must:

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

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

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

### ***Hearing and Required Findings***

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

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

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

### ***Length of Placement***

The student is subject to the placement until:

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

### ***Newly Enrolled Students***

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

## Expulsion

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

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

### **Discretionary Expulsion: Misconduct That May Result in Expulsion**

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See DAEP Placement)

#### ***Any Location***

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security. (See glossary)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

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

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

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, or a dangerous drug, if the conduct is not punishable as a felony. A student with a valid prescription for low-THC cannabis as

authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See glossary for “under the influence.”)

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol, if the conduct is not punishable as a felony.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Section 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See glossary.)

### ***Within 300 Feet of School***

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

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See glossary.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child, aggravated kidnapping, manslaughter, criminally negligent homicide, or aggravated robbery.
- Continuous sexual abuse of a young child or children.
- Felony drug- or alcohol-related offense.
- Carrying on or about the student’s person a handgun, a location-restricted knife, or a club, as these terms are defined by state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See glossary.)
- Possession of a firearm, as defined by federal law. (See glossary.)

### ***Property of Another District***

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

### ***While in DAEP***

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

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

- d. Personal hazing under Section 37.152; or
- e. Harassment under Section 42.07(a)(1), Penal Code, of a student or district employee.

### **Mandatory Expulsion: Misconduct That Requires Expulsion**

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

#### ***Under Federal Law***

Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See glossary.)

*Note:* Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle, or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

#### ***Under the Texas Penal Code***

- Carrying on or about the student's person the following, as defined by the Texas Penal Code:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See glossary.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus, while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department, or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
  - A location-restricted knife, as defined by state law. (See glossary.)
  - A club, as defined in state law. (See glossary.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See glossary.)
- Behaving in a manner that contains elements of the following offenses under the Texas Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See glossary.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or children.

- Behavior punishable as a felony that involves selling, giving, or delivering to another person, or possessing, using, or being under the influence of marijuana, a controlled substance, a dangerous drug, or alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

### **Under Age Ten**

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

### **Process**

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

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

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

### **Hearing**

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

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

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends. The board of trustees delegates to the Superintendent or his designee authority to conduct hearings and expel students.

### **Board Review of Expulsion**

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

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

The board shall hear statements made by the parties at the review and shall base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

### ***Expulsion Order***

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

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

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

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

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

### **Length of Expulsion**

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

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

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

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

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

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

### **Withdrawal During Process**

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

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

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

### **Additional Misconduct**

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

### **Restrictions During Expulsion**

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

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

### **Newly Enrolled Students**

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

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

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

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

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

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date

of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

**DAEP Placement of Expelled Students**

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

## Glossary

**Abuse** is improper or excessive use.

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

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

**Armor-piercing ammunition** is defined by Texas Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Texas Penal Code 28.02 as:

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

**Assault** is defined in part by Texas Penal Code §22.01(a)(1) as intentionally, knowingly, or recklessly causing bodily injury to another; §22.01(a)(2) as intentionally or knowingly threatening another with imminent bodily injury; and §22.01(a)(3) as intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of Computer Security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Texas Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district; and the student knowingly alters, damages,

or deletes school district property or information; or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined in Section 37.0832 of the Education Code as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or of damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

**Bullying includes cyberbullying.** (See below) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Texas Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Texas Penal Code 46.01 as an instrument specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death. A blackjack, nightstick, mace, and tomahawk are in the same category.

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

**Cyberbullying** is defined by Section 37.0832 of the Education Code as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an Internet website, or any other Internet-based communication tool.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating

relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

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

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

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

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

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

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

**Explosive weapon** is defined by Texas Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

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

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

**Firearm** is defined by federal law (18 U.S.C. § 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm weapon; or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

**Firearm silencer** is defined by Texas Penal Code 46.01 as any device designed, made, or adapted to muffle the report of a firearm.

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

**Handgun** is defined by Texas Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** is:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL); or
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Section 37.001(b)(2) of the Education Code.

**Hazing** is defined by Section 37.151 of the Education Code as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, that endangers the mental or physical health or safety of a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in an organization.

**Hit list** is defined in Section 37.001(b)(3) of the Education Code as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Texas Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Texas Penal Code 21.08 as an offense that occurs when a person exposes his or her anus or any part of his or her genitals with intent to arouse or gratify the sexual desire of any person, and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Texas Civil Practices and Remedies Code 98B.001 and Texas Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Texas Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** as defined by Texas Penal Code 46.01 are any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Texas Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

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

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

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

**Prohibited weapon** under Texas Penal Code 46.05(a) means:

1. The following items unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice:
  - a. An explosive weapon;
  - b. A machine gun;
  - c. A short-barrel firearm;
2. Knuckles;
3. Armor-piercing ammunition;
4. A chemical dispensing device;
5. A zip gun;
6. A tire deflation device;
7. An improvised explosive device; or
8. A firearm silencer, unless classified as a curio or relic by the U.S. Department of Justice or the actor otherwise possesses, manufactures, transports, repairs, or sells the firearm silencer in compliance with federal law.

**Public Lewdness** is defined by Texas Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, is reckless about whether another is present who will be offended or alarmed by the act.

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

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

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

**Serious misbehavior** means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;

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

**Serious or persistent misbehavior** includes, but is not limited to:

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

**Short-barrel firearm** is defined by Texas Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Texas Penal Code 22.07 as a threat of violence to any person or property with intent to:

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

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

**Title 5 felonies** are those crimes listed in Title 5 of the Texas Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02, – .05, Texas Penal Code;

- Kidnapping under Section 20.03, Texas Penal Code;
- Trafficking of persons under Section 20A.02, Texas Penal Code;
- Smuggling or continuous smuggling of persons under Sections 20.05 – .06, Texas Penal Code;
- Assault under Section 22.01, Texas Penal Code;
- Aggravated assault under Section 22.02, Texas Penal Code;
- Sexual assault under Section 22.011, Texas Penal Code;
- Aggravated sexual assault under Section 22.021, Texas Penal Code;
- Unlawful restraint under Section 20.02, Texas Penal Code;
- Continuous sexual abuse of a young child or children under Section 21.02, Texas Penal Code;
- Bestiality under Section 21.09, Texas Penal Code;
- Improper relationship between educator and student under Section 21.12, Texas Penal Code;
- Voyeurism under Section 21.17, Texas Penal Code;
- Indecency with a child under Section 21.11, Texas Penal Code;
- Invasive visual recording under Section 21.15, Texas Penal Code;
- Disclosure or promotion of intimate visual material under Section 21.16, Texas Penal Code;
- Sexual coercion under Section 21.18, Texas Penal Code;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04, Texas Penal Code;
- Abandoning or endangering a child under Section 22.041, Texas Penal Code;
- Deadly conduct under Section 22.05, Texas Penal Code;
- Terroristic threat under Section 22.07, Texas Penal Code;
- Aiding a person to commit suicide under Section 22.08, Texas Penal Code; and
- Tampering with a consumer product under Section 22.09, Texas Penal Code.

[See FOC(EXHIBIT).]

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

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

**Zip gun** is defined by Texas Penal Code 46.01 as a device or combination of devices, not originally a firearm, but adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.

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**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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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  
Cox, Susan  
Cunningham, Wesley  
Fields, Clark  
Fields, Melissa  
Fletcher, Melissa  
Gasaway, Jeff  
Gasaway, Kara  
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  
Puga, Soor-el

# Marble Falls Independent School District

2017-2018

## Appraisal Calendar

July 17						
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January 18						
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June 18						
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### 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.

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# 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

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

## 2017 Assessments

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

## 2018 Assessments

<b>NAEP Assessments (selected sample)</b>			
<b>Assessment Window Jan 29–Mar 9</b>	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)
<b>Assessment Window Feb 26–Apr 6</b>	Grades K–12 TELPAS Listening, Speaking, Reading, and Writing	TBD
	<b>TAKS</b>	
<b>Mar 5 (Mon)</b>	<i>Exit Level ELA</i>	Reports Posted Online by April 3, 2018 Reports Due in District by April 13, 2018
<b>Mar 6 (Tues)</b>	<i>Exit Level Mathematics</i>	
<b>Mar 7 (Wed)</b>	<i>Exit Level Science</i>	
<b>Mar 8 (Thur)</b>	<i>Exit Level Social Studies</i>	
	<b>STAAR</b>	
<b>Apr 10 (Tues)</b>	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
<b>Apr 11 (Wed)</b>	Grade 5 Reading Grade 8 Reading	By April 30, 2018
<b>Apr 12 (Thur)</b>	English II	By June 1, 2018
<b>Apr 13 (Fri)</b>	All make-up sessions for STAAR assessments scheduled to be administered from Apr 10–12, 2018, <b>must</b> be completed by the end of this day.	
	<b>STAAR Alternate 2</b>	
<b>Assessment Window Apr 2–Apr 20</b>	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)
<b>Assessment Window May 7–May 11</b>	Algebra I Biology U.S. History	By June 1, 2018
	<b>STAAR</b>	
<b>May 14 (Mon)</b>	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
<b>May 15 (Tue)</b>	Grades 3–4 Reading Grades 6–7 Reading	Grades 3, 4, 6, and 7 Reading by June 13, 2018 English III by August 10, 2018
	English III <i>Grade 5 Reading (retest)</i> <i>Grade 8 Reading (retest)</i>	By June 5, 2018
<b>May 16 (Wed)</b>	Grade 5 Science Grade 8 Science	Grades 5 and 8 Science by June 13, 2018
	Algebra II	Algebra II by August 10, 2018
<b>May 17 (Thurs)</b>	Grade 8 Social Studies	By June 13, 2018
<b>May 18 (Fri)</b>	All make-up sessions for STAAR assessments scheduled to be administered from May 14–17, 2018, <b>must</b> 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, <b>must</b> be completed by the end of this day.		
	<b>STAAR</b>		
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						
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September 17						
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October 17						
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State Assessment Dates		
Winter EOC Retest Window	12/4-12/8	
Grade 4 & 7 Writing	4/3	Grade 5 & 8 Math Retest 5/7
Grade 5 & 8 Math	4/3	Grade 3,4,6,7 Reading 5/8
Eng. 1 EOC	4/3	Grade 5 & 8 Reading Retest 5/8
Grade 5 & 8 Reading	4/4	Grade 5 & 8 Science 5/9
Eng. 2 EOC	4/5	Grade 8 Social Studies 5/10
EOC Window	5/7-5/11	AP Exam Window 4/30-5/11
Grade 3,4,6,7 Math	5/7	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](http://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

## Follow us on Twitter

@MarbleFallsISD

## Follow us on Facebook

MarbleFallsISD



**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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Board Approval Required:    Yes    No		



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

## SKYWARD® SOFTWARE AS A SERVICE AGREEMENT

This Skyward® Software as a Service Agreement (this “Agreement”) is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 (“Skyward”) and **Marble Falls ISD**, with offices at 1800 Colt Circle, Marble Falls, Texas 78654 (“Subscriber”). Skyward and Subscriber may be collectively referred to herein as the “parties” or individually as a “party.”

### RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the “Skyward Software”). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the “Skyward Products.”

B. Skyward (or its authorized service provider) further provides professional services in association with the Skyward Products consisting of: implementation services, training services, support and maintenance services, application hosting services, data conversion services, network and data management services; and other professional services agreed to by the parties (the “Skyward Services”).

C. Skyward and Subscriber desire to enter into this Agreement to establish the terms and conditions under which Skyward will provide Subscriber with access to the Skyward Products and certain Skyward Services, as more particularly described herein.

### TERMS AND CONDITIONS

#### 1.0 Access and Use of Skyward Products.

**1.1 Grant of Access.** Subject to the terms and conditions of this Agreement, Skyward hereby grants to Subscriber and Subscriber’s Authorized Users (as defined herein), a nonexclusive, non-transferable, non-licensable, non-perpetual limited right to access the Skyward Products identified in the proposal signed by Skyward and Subscriber, including any addenda thereto, attached hereto and incorporated herein by reference in Exhibit A (the “Proposal” or “Exhibit A”), together with all related instruction manuals and other materials associated therewith (the “Materials”). Subscriber and Subscriber’s Authorized Users may only access and use the Skyward Products through Skyward’s authorized third party host and pursuant to that certain Hosting Services Agreement executed by Subscriber simultaneously with the execution of this Agreement, or subsequently entered into by Subscriber and Skyward. Subscriber and Subscriber’s Authorized Users may access and use the Skyward Products and Materials solely for their own internal operational purposes and shall comply with the use restrictions contained herein. Any additional software, modules or other products purchased by Subscriber from Skyward during the term of this Agreement shall be deemed Skyward Products and shall be subject to the terms and conditions of this Agreement unless otherwise agreed to by the parties in writing.

**1.2 Use Restrictions.** By accepting the rights granted by Skyward hereunder, Subscriber agrees that it will not, without the prior express written consent of Skyward: (a) sell, license, sublicense, distribute, lease or otherwise transfer or allow the transfer of the Skyward Products or Materials, or any permitted backup copy, to third parties; (b) use the Skyward Products or Materials in any manner inconsistent with the rights granted above; (c) modify or create derivative works of the Skyward Products or Materials; (d) permit the Skyward Products to be downloaded, embedded, or otherwise transferred to a third party processor, host, or any other server or equipment not under the exclusive control of Subscriber or Skyward; or (e) attempt to decompile, disassemble or reverse engineer the Skyward Products, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Skyward Products, or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Skyward Products. Nothing in this Paragraph prohibits Subscriber from making paper or electronic copies (in portable document format (pdf) or similar format) of any information contained in Skyward as further set out in Section 3.3.1, below.

**1.3 Authorized Users.** Subscriber is solely responsible for providing and administering usernames for all of Subscriber’s authorized employees who have a need to access the Skyward Products or Materials (each an “Authorized User” and collectively the “Authorized Users”). Subscriber is further solely responsible for (a) maintaining the security of all user names and passwords granted to Subscriber or its Authorized Users; (b) the security of Subscriber’s information systems used to access the Skyward Products; and (c) Subscriber’s Authorized Users’ compliance with the terms of this Agreement. Subscriber will promptly notify Skyward if it becomes aware of any loss, theft, or unauthorized use of any of Subscriber’s passwords or user names, or any other breach of Subscriber’s security as it relates to the Skyward Products.

**1.4 Third Party Products and Services.** Any information or proposals for third party products or services provided by Skyward to Subscriber are for informational purposes only and it is the sole responsibility of Subscriber to independently verify any terms, conditions, fees and expenses associated with any such third party products or services. Subscriber further acknowledges that any such information or proposals provided by Skyward were based on information provided by Subscriber and that Skyward did not perform an independent technology analysis, unless requested by Subscriber to do so. In the event Skyward provides any third party products or services to Subscriber under the terms of this Agreement, Subscriber agrees that it

will be bound by and will comply with the terms and conditions of any end user license agreement or other restrictions of use required by such third parties and agreed upon by Subscriber in association with the use of their products or services.

**1.5 Confidentiality; Data Storage.** Each of the parties hereto agrees to comply with all applicable federal, state, and local laws, rules and regulations in the performance of their respective responsibilities under the Agreement, including any mandated confidentiality requirements. Skyward will comply with all applicable federal and state laws and Subscriber policy, rules, and regulations related to the services provided. Skyward agrees and understands that it may receive information that is confidential by law, including the Family Education Rights and Privacy Act, the Individuals with Disabilities Act, and the Health Insurance Portability Act, personal and student or personnel identification numbers; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers, and state – or – federal identification numbers such as passport, visa, or state identity card numbers. Skyward agrees to comply with all applicable state and federal laws related to the use, retention, and release of such information. All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions. Skyward will timely notify Subscriber if it becomes aware of any loss, theft, or unauthorized use or access to any personally identifiable information, or any other breach of Skyward's security as it relates to Subscriber data. Subject to all applicable privacy requirements, records maintained by Skyward, which are reasonably necessary to the performance of the services, may be examined by Subscriber, governmental regulatory agencies, or any other person lawfully entitled to access them.

**1.6 Recordkeeping.** Skyward shall maintain accurate records relevant to this Agreement for a period of four (4) years after final payment under this Services Agreement. Skyward shall permit an authorized representative of Subscriber or its designee or both at any reasonable time to inspect or audit all data, in whatever form or format. Provided however, Subscriber or its designee or both shall, to the extent permitted and required by law, execute any confidentiality and nondisclosure agreement reasonably required by Skyward as a condition precedent to being granted access.

## **2.0 Fees and Payment.**

**2.1 Fees.** Subscriber shall pay the subscription and hosting fees associated with the Skyward Products and Skyward Services identified in Exhibit A (collectively the "Subscription Fees"). Skyward will invoice Subscriber on or around the effective date for the Subscription Fees.

**2.2 Payment.** Subscriber shall make payment of the Subscription Fees when due as provided in the Proposal. Subscriber shall make payment of any other amounts due within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

**2.3 Taxes.** All amounts payable by Subscriber to Skyward are exclusive of applicable sales, use, value-added and other taxes assessed on the provision of the products, services and/or offerings provided by Skyward under this Agreement, and Subscriber agrees to pay any applicable taxes. As per Section 151.309, Texas Tax Code, Subscriber is exempt from the assessment of the State sales, use and excise taxes. Further, Subscriber is exempt from Federal Excise Taxes, 26 United States Code Section 5253(i) and (j). Subscriber agrees to furnish Skyward with a valid tax exemption for each jurisdiction in which it is claiming an exemption.

## **3.0 Ownership and Protection of Intellectual Property.**

**3.1 Reservation of Title.** Subscriber acknowledges and agrees that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, and the Materials, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber further acknowledges and agrees that this Agreement does not affect any transfer of title in the Skyward Products or Materials and that the Skyward Products and Materials shall remain the sole and exclusive property of Skyward or Skyward's licensor.

**3.2 Subscriber's Responsibilities.** Subscriber shall implement reasonable security measures to protect such trade secrets, confidential and proprietary information, and copyrighted material. Subscriber shall devote reasonable efforts to ensure that all Subscriber's personnel protect the Skyward Products and Materials as confidential and proprietary information and the trade secrets of Skyward to any other person, firm, organization, or employee that does not need (consistent with Subscriber's right of use hereunder) to obtain access to the Skyward Products and Materials. The duties and obligations of Subscriber hereunder shall remain in full force and effect for so long as Subscriber continues to have access to or use the Skyward Products and Materials.

### **3.3 Reproductions, Filming and Back-Up Copies.**

**3.3.1 Reproduction of Materials.** Subscriber may reproduce the Materials for authorized use by personnel of Subscriber as required to operate the Skyward Products and as required and permitted by law, provided that Subscriber includes in those reproductions all Skyward notices of ownership and proprietary rights thereto. Said reproductions of the Materials shall

be subject to the same restrictions on use and disclosure as the original provided by Skyward hereunder. Skyward understands and agrees that Subscriber must comply with the Texas Public Information Act, Texas Government Code Chapter 552, and that nothing in this Agreement prevents Subscriber from complying therewith.

**3.3.2 Filming.** Subscriber may film or record one or more training or support sessions performed by Skyward personnel, with prior written notice to Skyward. Subscriber agrees that Subscriber, its members, officers, and employees will treat such recordings as confidential and proprietary information of Skyward and that Subscriber will comply with the requirements of Section 3.2 above with respect to any such recordings. In the event of any discrepancy between statements made by Skyward personnel and the Materials, the Materials shall control in all respects.

**3.4 Audit Rights.** During the term of this Agreement and for a period of two (2) years following the termination or expiration of this Agreement, upon written notice to Subscriber, Skyward may audit Subscriber's database and/or computing devices to determine Subscriber's compliance with this Agreement and payment of all applicable Subscription Fees due Skyward, if any, in association with the Skyward Products. If such audit reveals that Subscriber knowingly underpaid the Subscription Fees due Skyward under the terms of this Agreement, then Subscriber shall pay to Skyward any such unpaid amounts within thirty (30) days of receipt of written notice from Skyward.

#### **4.0 Indemnification and Source Code Escrow.**

**4.1 Ownership.** Skyward warrants and represents that it has full right, power and authority to provide Subscriber with access to the Skyward Products and Materials, subject to the terms and conditions of this Agreement. Skyward shall indemnify and hold Subscriber harmless from any and all claims, liabilities, or actions brought by any third party against Subscriber for infringement of Subscriber's right to use the Skyward Products and Materials in accordance with the terms of this Agreement.

**4.2 Infringement Claim.** Notwithstanding the express limitation of liability contained in Section 5.4 below, at Skyward sole expense, Skyward shall defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party alleging that the Skyward Products and/or Materials infringe upon a trade secret, or a registered patent or copyright in the United States and Skyward shall pay all costs and damages arising out of any such claim. To qualify for such defense and payment, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise, provided no such settlement adversely affects Subscriber's ability to exercise the rights granted in this Agreement, unless Subscriber provide written consent thereto.

**4.3 Remedy.** Subscriber agrees that if the Skyward Products and/or Materials become, or in the opinion of Skyward is likely to become, the subject of a trade secret, patent, or copyright infringement claim, Subscriber shall permit Skyward at Skyward's option and expense, to: (a) promptly procure for Subscriber the right to continue to use the Skyward Products and/or Materials; or (b) replace the Skyward Products and/or Materials with an alternative that functions substantially the same as the product which becomes or is likely to become the subject of such a claim; or (c) modify the Skyward Products and/or Materials in a manner which causes it to function substantially the same as it had prior to modification.

#### **5.0 Limited Warranty and Limitation of Liability.**

**5.1 Limited Warranty.** Skyward shall use commercially reasonable efforts consistent with prevailing industry standards to maintain the security of the Software Products and minimize errors and interruptions in Subscriber's access and use of the Skyward Products, provided that: (a) Subscriber uses the Skyward Products strictly in accordance with the user documentation furnished by Skyward; (b) Subscriber pays all amounts due under this Agreement and is not in default of any provisions of this Agreement; and (c) Subscriber makes no changes (nor permits any changes to be made other than by or with the express written approval of Skyward) to the Software Products. This limited warranty extends only to Subscriber.

**5.2 Limitations.** In no event does Skyward warrant that the Skyward Products will be error free or that Subscriber will be able to operate the Skyward Products without problems or interruptions. Subscriber acknowledges that the availability of the Skyward Products depends upon the availability of the Internet and any cloud computing service provider that Skyward uses and that Skyward has no control over such availability. Accordingly, Skyward makes no representations, warranties, or covenants regarding the availability of the Skyward Products to the extent that such availability depends upon the availability of the Internet or any cloud computing service provider that Skyward uses. Subscriber further acknowledges that the Skyward Products may be temporarily unavailable for scheduled maintenance, for unscheduled emergency maintenance, or due to other causes beyond Skyward's reasonable control and Skyward will not be liable to Subscriber as a result of these temporary interruptions. Skyward agrees to give Subscriber prompt notice of any disruption in service and/or availability of the Skyward Products as soon as Skyward is aware of any such issue. Skyward further agrees to diligently and promptly remedy any problems or interruptions to serve the Subscriber.

**5.3 Remedies and Exclusions.** Subscriber's sole and exclusive remedy and the entire liability of Skyward under the above referenced limited warranty will be for Skyward to make commercially reasonable efforts to provide the Skyward Products as warranted. If for any reason, Skyward is unable to provide the Skyward Products as warranted within thirty (30) days following Subscriber's report of a breach of this limited warranty, then upon Subscriber's written request, Skyward will refund the Subscription Fees paid by Subscriber to Skyward for the then current fiscal year, pro-rated as of the date of the report of the

breach, and Subscriber's right to access and use the Skyward Products will be terminated. Except for the limited warranty described herein, no other warranties, express or implied, are provided by Skyward. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**5.4 Limitation of Liability.** The liability of Skyward to Subscriber for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber to Skyward with respect to the Skyward Products (excluding the cost of any hardware purchased by Skyward and transferred to Licensee) during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward shall not be held liable for any claims or demands brought against Subscriber by any other party unless Subscriber has properly notified Skyward as to such damages, claims, or demands, and Subscriber has taken action to minimize such damages, claims, or demands. Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inputted by Subscriber.

## **6.0 Term and Termination.**

**6.1 Term.** The term of this Agreement shall commence on September 1, 2017 and shall continue for a period of three years thereafter (the "term"), unless terminated earlier as provided herein. This Agreement shall not be extended or renewed following the expiration of the above referenced term, unless agreed to by the parties in writing.

### **6.2 Termination by Subscriber.**

**6.2.1 Voluntary Termination.** Notwithstanding Section 6.1 above, Subscriber may terminate this Agreement at any time for convenience by providing Skyward with not less than sixty (60) days prior written notice.

**6.2.2 Termination Upon Skyward Default.** Subscriber may terminate this Agreement without penalty in the event Skyward fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such breach from Subscriber.

**6.2.3 Termination Upon Non-appropriation.** Skyward acknowledges that this Agreement is a commitment of Subscriber's current revenues and that payment obligations of Subscriber created by this Agreement are conditioned upon the availability of funds that are duly appropriated and allocated for the payment of goods and services under this Agreement. If such funds are not appropriated and allocated by Subscriber's governing board, then this Agreement may be terminated by Subscriber at the end of the fiscal period for which funds are appropriated and allocated. Subscriber shall provide Skyward with prompt written notice of any such non-appropriation event. Subscriber may terminate the Agreement at the end of the fiscal period for which funds are appropriated and allocated, if funds sufficient to pay its future obligations under the Agreement are not appropriated: (i) by the governing body on behalf of local governments; (ii) by the Texas Legislature on behalf of state agencies; or (iii) by budget execution authority provisioned to the Governor or the Legislative Budget Board as provided in Chapter 317, Texas Government Code. In the event of such termination, Subscriber will not be considered to be in default or breach under this Agreement as a result of such non-appropriation, nor shall it be liable for any further payments ordinarily due under this Agreement beyond the fiscal period for which funds were previously appropriated and allocated, nor shall it be liable for any damages or any other amounts which are caused or associated with such termination as a result of non-appropriation.

**6.3 Termination by Skyward.** The occurrence of any one or more of the following shall be deemed an "Subscriber Default": (a) any attempted sale, sublicense, transfer or assignment of all or any part of the Skyward Products and/or Materials without the prior written consent of Skyward; (b) any attempt to decompile, disassemble, or otherwise reverse engineer all or any part of the Skyward Products and/or Materials, or assist another in so doing; (c) any breach of Skyward's confidential and proprietary rights, trade secrets, or copyrights in the Skyward Products and/or Materials; or (d) Subscriber fails to perform any other material obligation under this Agreement, including but not limited to a failure to pay when due any amounts due Skyward under the terms of this Agreement and any Proposal and such failure continues for a period of thirty (30) days following receipt of written notice from Skyward. Upon the occurrence of a Subscriber Default, Skyward shall have the right to immediately terminate this Agreement.

**6.4 Effect of Termination.** In the event of the termination of this Agreement for any reason, all of Subscriber's rights and privileges under this Agreement, including but not limited to Subscriber's rights to access and use the Skyward Products and Materials shall be immediately terminated. Skyward will make available to Subscriber all of Subscriber's data in an industry standard readily accessible electronic format that may be converted into another program for a period of six (6) months following such termination or expiration,

**6.5 Injunctive Relief.** In the event of a Subscriber Default described in Section 6.3(a)-(c) above, in addition to the right to terminate in Section 6.3 above, Skyward will be entitled, without proof of damages, to immediate injunctive relief (including but

not limited to, a temporary restraining order, temporary injunction and permanent injunction, all without bond), restraining Subscriber from any further use of the Skyward Products and Materials and requiring that all copies (including any permitted back-up copies) be immediately returned to Skyward. Notwithstanding anything contained herein to the contrary, this Section will not be construed to limit Skyward's rights to pursue any other remedy or relief available under this Agreement or otherwise available. Subscriber further agrees that Skyward's pursuit of any remedy under this Agreement or otherwise available will not constitute an election of remedies by Skyward.

## **7.0 Professional Services.**

**7.1 Software Support.** So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support and software maintenance with respect to the Skyward Products, subject to the terms and conditions described on Schedule A, attached hereto and incorporated herein by reference.

**7.2 Professional Services.** In the event Subscriber requests implementation services, training services, data conversion services, network or data management services, or other project management and professional services from Skyward during the term of this Agreement and Skyward agrees in writing to provide such services, then the terms and conditions of Skyward's provision of such services to Subscriber shall be in accordance with the terms and conditions described on Schedule B, attached hereto and incorporated herein by reference.

**7.3 Collection of Technical Data.** Subscriber agrees that Skyward may collect and use technical data and related information, including but not limited to technical information about Subscriber's use of the Skyward Products, that is gathered periodically to monitor the health of Subscriber's database and to facilitate the provision of updates to the Skyward Products, product support, and other services to Subscriber related to the Skyward Products. Skyward may use this information to operate, provide, improve and develop Skyward's products, services and technologies, and for such other purposes described in this Agreement. Provided however, Skyward agrees that such data shall not include any personally identifiable information of any of Subscriber's students and/or employees and Skyward shall otherwise comply with all of the terms and conditions of this Agreement with respect to Subscriber's data. No other use is permitted.

**7.4 Insurance.** Skyward covenants that, during the Term, it will maintain insurance in full force and effect, in the following types and amounts: (i) statutory workers' compensation insurance covering all persons employed by Skyward engaged in furnishing services under this Agreement, including liability coverage, or the equivalent as required by applicable laws, with minimum limits of at least five hundred thousand dollars (\$500,000) per accident and five hundred thousand dollars (\$500,000) per disease or whatever limit is required by applicable laws, whichever is higher; (ii) commercial general liability (CGL) coverage with minimum limits of at least one million dollars (\$1,000,000) per occurrence, CGL for bodily injury, personal injury, property damage and products and completed operation liability; and (iii) technology errors and omissions coverage of at least ten million dollars (\$10,000,000) per occurrence. Skyward agrees that all insurance certificates and forms will be produced to Subscriber within thirty (30) days following Subscriber's written request, Skyward will provide to Subscriber a certificate of insurance for all insurance policies required in this section. Skyward will include Subscriber on the policies required in this section as an "Additional Insured" for any liability or damage for which Skyward is responsible under this Agreement. All such policies will contain a provision requiring thirty (30) days' advance notice of any cancellation or non-renewal of such policies.

**7.5 Independent Contractor.** It is understood and agreed that this Agreement does not create any relationship of association, partnership or joint venture between the parties, nor constitute either party as the agent or legal representative of the other for any purpose whatsoever; and the relationship of Skyward to Subscriber for all purposes shall be one of independent contractor. Skyward shall have the sole and exclusive control over its employees, consultants or independent contractors who provide services to Subscriber, and over the labor and employee relations policies and policies relating to wages, hours, working conditions or other conditions of its employees, consultants or independent contractors.

**7.6 Skyward Personnel.** In its sole discretion, Subscriber will provide access to its premises to Skyward's personnel to enable Skyward to perform on-site services pursuant to this Agreement. Skyward shall at all times comply with the following requirements in connection with such access: (i) Skyward's personnel shall observe all of Subscriber security and safety policies at all times; (ii) Skyward shall perform background checks on its personnel, whether employees or authorized subcontractors, who actually perform the on-site services. The background check shall comply with all applicable laws and shall include criminal history checks. Skyward personnel may not have any positive drug test or any felony convictions. If the background check shows a felony conviction or any other issue which may present a safety concern, Skyward may not have the worker perform services under this Agreement without disclosing the safety concerns and obtaining Subscriber's advance written approval. Subscriber may also, in its discretion, request removal of any personnel of Skyward for any reason satisfactory to Subscriber. If Subscriber requests the removal of any Skyward personnel, Subscriber will notify Skyward about the issue in writing. Skyward will work with Subscriber to understand and resolve the personnel issue. However, pending resolution of the issue, Skyward will have the personnel immediately cease any on-site and remote activities. Skyward will not have any worker perform services under this Agreement unless it has ensured that the worker understands and agrees to comply with Subscriber's policies, practices, and procedures.

## 8.0 Interpretation and Construction.

**8.1 Entire Agreement.** This Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

**8.2 Assignment.** Neither party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the other party's prior written consent. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns.

**8.3 Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

**8.4 Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

**8.5 Force Majeure.** Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt written notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

**8.6 Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the other party in accordance with this Section of a change of address.

**8.7 Survival.** The provisions contained in Sections 3, 4, 5, and 6, this Section, and any other provisions of this Agreement which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

**8.8 Counterparts and Signatures.** The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

**8.9 Jurisdiction; Venue.** Each party irrevocably submits to and consents to the exclusive jurisdiction of the United States District Courts for the Western District of Texas and the Texas State District Courts located in Burnet County, Texas, and hereby agrees that such courts will be the exclusive proper forum for the determination of any dispute arising out of or relating to the Agreement.

**8.10 Conflict of Interest.** Per Texas Local Government Code Chapter 176, the law requires a conflict of interest disclosure. Skyward agrees to complete a conflict of interest questionnaire regardless of whether or not a conflict of interest exists. Skyward agrees to file a complete Conflict of Interest Questionnaire within seven (7) business days after the company becomes aware that a conflict of interest exists.

**8.11 Legal Compliance.** Skyward shall comply with all applicable federal, state, and local laws, statutes, ordinances, standards, orders, rules, and regulations, including, as applicable, workers' compensation laws, minimum and maximum salary and wage

statutes and regulations, prompt payment and licensing laws and regulations, the DAVIS-BACON ACT (40 U.S.C. § 276a I 29 CFR Part 5), the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 I 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 I 41 CFR Chapter 60), Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-330 I 29 CFR Part 5), the McNamara-O'Hara Service Contract Act ( 41 U.S.C. 351 ), Section 306 of the Clean Air Act (42 U.S.C. § 1857h, Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations ( 40 CFR Part 15), Administrative Requirements for Grants and Cooperative Contracts to state, local, and federally recognized Indian tribal governments (24 CFR Part 85), mandatory standards and policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), Purchase Orders under this contract, AZ34-607 as revised will apply, and all applicable requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds to ASC and Subscriber. For the entire duration of this Agreement, Skyward and all subcontractors shall maintain all required licenses, certifications, permits, and any other documentation necessary to perform this Agreement.

**8.12 Requirements Met.** Skyward represents and warrants that this Contract meets the requirements of and Skyward will submit all required documents to Region 19 Educational Service Center RFP Number 14-6994, RFP Title: Technology Software, Services and Related Items – ESC Region 19 Allied States Cooperative.

*(Signature Page Attached)*

The undersigned, being duly authorized representatives of Skyward and Subscriber, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

SUBSCRIBER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Raymond Ackerlund

Name: \_\_\_\_\_

Title: Chief Marketing Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SCHEDULE A**  
**SKYWARD® TECHNICAL SUPPORT AND SOFTWARE MAINTENANCE**  
**STANDARD TERMS AND CONDITIONS**

These Skyward® Technical Support and Software Maintenance Standard Terms and Conditions shall apply to all Support Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined herein shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

**1. Support and Maintenance.** So long as Subscriber continues to pay the Subscription Fees, Skyward will provide Subscriber with technical support services with respect to the Skyward Products, subject to the terms and conditions described herein (the “Support Services”). Subscriber’s use of all updates and new releases shall be subject to the terms and conditions of the Skyward® Software as a Service Agreement between Skyward and Subscriber.

**2. Service Hours.** Skyward personnel shall be normally available either via phone or via email Monday through Friday, 8:00 a.m. to 5:00 p.m., central time. Subscriber’s offices are closed in observance of holidays observed by Skyward.

**3. Support and IT Contacts.** Subscriber shall identify certain individuals who shall be authorized to contact Skyward for technical and product questions (the “Support and IT Contacts”). Subscriber understands and acknowledges that no more than the number of authorized Support and IT Contacts identified below may be in communication with Skyward at any one time. If the Skyward Products licensed by Subscriber includes both the Skyward Student Suite and the Skyward Business Suite, Subscriber may provide the permitted number of Support and IT Contacts for each Skyward product suite. Additional permitted contact(s) for the Food Service or Special Education modules shall apply only if those modules are included in the Skyward Products licensed by Subscriber. Subscriber shall provide Skyward with a written list of its Support and IT Contacts within (30) days following the execution of this Agreement. Subscriber further agrees to provide Skyward written notice of any changes to Subscriber’s authorized contacts.

Subscriber Student Enrollment	Permitted Number of Support Contacts	Permitted Number of IT Contacts	Additional support contact(s) for Food Service or Special Education
0-5,000	2	1	1
5,001 – 10,000	3	2	1
10,001 – 20,000	4	3	2
20,001+	5	4	2

**4. Exclusions.** The Support Services to be provided by Skyward to Subscriber hereunder does not include technical support or services for issues not directly related to the Skyward Products, including but not limited to the following: crystal reports, open database connections, third party software or services, hardware, local area network connectivity, and LAN device configuration outside of the initial installation.

**5. Rights of Skyward.** Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Support Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward’s right to perform similar services for any other party or to assign any employees or subcontracts to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

**6. Limited Warranty.** Skyward warrants to Subscriber that the Support Services provided hereunder will be performed in a professional manner and in accordance with good usage and accepted practices as established in the community in which such Support Services are performed. If such Support Services prove to be not so performed and if Subscriber notifies Skyward within thirty (30) days from the date of completion of the Support Service, Skyward will, at its sole discretion, either correct any defects and deficiencies for which it is responsible or render a full or prorated refund or credit based on the original charge for the Support Service, if any. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**7. Limitation of Liability.** IN NO EVENT WILL SKYWARD BE LIABLE TO SUBSCRIBER OR ANY PERSON OR ENTITY USING ANY SUPPORT SERVICE SUPPLIED UNDER THIS AGREEMENT FOR ANY LOSS OF TIME, REVENUE, PROFITS, BUSINESS INTERRUPTION, INCONVENIENCE, LOSS OR DAMAGE OF DATA, LOSS OF USE OF ANY PRODUCT OR EQUIPMENT OR PROPERTY DAMAGE CAUSED BY ANY TECHNICIAN, PRODUCT OR EQUIPMENT OR THEIR FAILURE TO WORK, OR FOR ANY OTHER INDIRECT, SPECIAL, RELIANCE, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE ARISING OUT OF SUPPORT SERVICES. SKYWARD’S ENTIRE LIABILITY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY SUBSCRIBER TO SKYWARD FOR THE SUPPORT SERVICES, IF ANY.

**7. Confidentiality.** All personally identifiable information and data relating to Subscriber’s students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions. Skyward agrees and understands that it

may receive information that is confidential by law, including the Family Education Rights and Privacy Act, the Individuals with Disabilities Act, and the Health Insurance Portability Act, personal and student or personnel identification numbers; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers, and state – or – federal identification numbers such as passport, visa, or state identity card numbers. Skyward agrees to comply with all applicable state and federal laws related to the use, retention, and release of such information. Skyward will timely notify Subscriber if it becomes aware of any loss, theft, or unauthorized use or access to any personally identifiable information, or any other breach of Skyward's security as it relates to Subscriber data.

## **SCHEDULE B SKYWARD® PROFESSIONAL SERVICES STANDARD TERMS AND CONDITIONS**

These Skyward® Professional Services Standard Terms and Conditions (these “Standard Terms and Conditions”) shall apply to all Professional Services (as defined herein) provided by Skyward to Subscriber. All capitalized terms not otherwise defined in these Standard Terms and Conditions shall have the meaning assigned to them in the Skyward® Software as a Service Agreement between the parties.

### **1.0 Professional Services and Training.**

**1.1 Professional Services.** Subject to these Standard Terms and Conditions, Skyward will perform certain professional services in association with the Skyward Products separately purchased by Licensee as described on the Proposal, or any subsequent Proposal or statement of work agreed to by Skyward and Subscriber (the “Professional Services”). Skyward shall assign a project manager and Skyward and Subscriber shall agree on a training calendar and implementation schedule associated with Subscriber's purchase of the Skyward Products. In the event any Professional Services to be provided by Skyward to Subscriber contemplates the creation of object code, such object code shall be referred to herein as a “Deliverable.”

**1.2 On-Site Training.** The cost of all on-site training described in the Proposal is based on Subscriber having training facilities available. Each on-site training day described in the Proposal consists of a six (6) hour training day and a maximum of number of individuals that may attend is stated in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

**1.3 Web Enabled Training.** The cost of all web enabled training described in the Proposal is based on Subscriber having training facilities available to support the broadcast of the web enabled training. Web enabled training described in the Proposal consists of up to six (6) hour in a training day and the maximum number of individuals that may attend, as identified in the Proposal. In the event the number of attendees exceeds the permitted number, then Subscriber will be charged an additional \$200.00 for each additional attendee.

**1.4 Cancellation or Expiration.** Any scheduled training days may be cancelled by Subscriber up to forty-eight (48) hours in advance. If the scheduled training day is cancelled by Subscriber with less than forty-eight (48) hours advance notice to Skyward, then Subscriber will be responsible for the full amount of the scheduled training. All training days described in the Proposal may be utilized by Subscriber for a period of up to twelve (12) months following the implementation of each software module to which the training pertains. Any training days that are not utilized by Subscriber within the time provided will expire and are non-refundable.

### **2.0 Subscriber's Responsibilities.**

**2.1 Subscriber's Facilities.** Subscriber will make available in a timely manner for Skyward's use, at no charge to Skyward, all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel required by Skyward to perform the Professional Services. Subscriber will be responsible for, and assumes the risk of any issues or problems resulting from the content, accuracy, completeness, competence, or consistency of all Subscriber computer facilities, programs, files, documentation, test data, sample output, or other information, resources, and personnel supplied by Subscriber. The Skyward Products will be installed by an authorized Skyward customer service representative. In the event Subscriber is currently utilizing a network installed by a third party, Subscriber agrees to provide an authorized technical support representative on-site to provide any necessary assistance during the installation process.

**2.2 Subscriber's Obligations.** Subscriber acknowledges that meeting any dates agreed to by the parties are contingent upon timely completion of activities by Subscriber as contemplated by the parties under this Agreement including, without limitation, those activities designated to Subscriber in Section 2.1 above (a “Subscriber Obligation”). Subscriber will immediately advise Skyward as soon as it becomes aware of any developments that may delay completion of a scheduled Deliverable including, without limitation, Subscriber's failure or inability to perform a Subscriber Obligation. Any dates agreed to by the parties will be equitably adjusted by the parties (but in no event less than a day- for-day adjustment) in writing in the event of: (a) any delay caused by Subscriber's failure or inability to perform a Subscriber Obligation; (b) any delay due to Subscriber's request for changes; (c) any delay due to a third party's act, failure to act or delay in performing any obligation whatsoever; or (d) any other delay incurred as a result of Subscriber's action(s) or omission(s). No such delay will relieve or suspend Subscriber's obligation to pay Skyward under Section 3 below and, in addition to such payment obligations, Subscriber will pay for any and all costs and expenses incurred by Skyward relating to re-staffing as a result of any delay caused by Subscriber.

**3.0 Fees and Payment.** Subscriber shall pay all fees due Skyward in association with the Professional Services provided by Skyward to Subscriber hereunder. Provided however, if the Professional Services are not commenced within one hundred eighty (180) days, then the applicable fees shall be adjusted to Skyward's then current rates and fees for such services. Subscriber shall further reimburse Skyward for all reasonable costs and expenses incurred by Skyward in its performance of the Services under this Agreement in

accordance with Skyward's then current business expense policy. Unless otherwise stated, Subscriber shall make all payments under this Agreement within thirty (30) days after the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law.

#### 4.0 Subscriber Data.

**4.1 Confidentiality of All Data.** All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Skyward and will not be copied, used or disclosed by Skyward for any purpose. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions. Skyward recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Skyward agrees to comply with said restrictions. Skyward agrees and understands that it may receive information that is confidential by law, including the Family Education Rights and Privacy Act, the Individuals with Disabilities Act, and the Health Insurance Portability Act, personal and student or personnel identification numbers; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers, and state – or – federal identification numbers such as passport, visa, or state identity card numbers. Skyward agrees to comply with all applicable state and federal laws related to the use, retention, and release of such information. Skyward will timely notify Subscriber if it becomes aware of any loss, theft, or unauthorized use or access to any personally identifiable information, or any other breach of Skyward's security as it relates to Subscriber data

**4.2 Family Educational Rights and Privacy Act.** The parties expect and anticipate that Skyward may receive education records from Subscriber only as an incident of the Professional Services that Skyward provides to Subscriber. In the event Subscriber provides Personally Identifiable Information ("PII") (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Skyward, they shall be deemed a "school official determined to have a legitimate educational interest" under 34 CFR 99.31(a)(1), as provided by Subscriber's policies and procedures. Skyward acknowledges that PII is the confidential information of Subscriber and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Skyward agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under the terms of any Statement of Work, Skyward shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Skyward agrees to promptly return to Subscriber any and all PII in Skyward's possession.

**4.3 Health Insurance Portability and Accountability Act.** In the event that Subscriber is converting its data and information management systems, then the parties represent and acknowledge that such conversion process may necessarily involve the incidental receipt of data by Skyward that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). In addition to the terms and conditions contained herein, Skyward and Subscriber may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

**4.4 Indemnification.** Skyward shall, at its sole cost and expense, defend and hold harmless Subscriber from and against any and all claims, actions, and liabilities brought by any third party against Subscriber as a result of the release of PII or other confidential information of Subscriber to the extent directly caused by the negligence or willful misconduct of Skyward or its employees. Provided however, to qualify for such defense, Subscriber must give Skyward prompt written notice of such claim and allow Skyward to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

**4.5 Open Database Connection.** If requested by Subscriber and agreed to by Skyward, Skyward may establish an open database connection ("ODBC") between Skyward's database and the database of Subscriber. In the event such an ODBC is established by Skyward, Subscriber will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Subscriber will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber's insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Subscriber's data, (d) Subscriber agrees to log all data inserts by date, time, database, table and field and to create a backup of the database prior to inserting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the ODBC without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber's failure to properly save or back up all data and information inputted by Subscriber through the ODBC.

#### 5.0 Proprietary Rights.

**5.1 Rights of Skyward.** Subject to Subscriber's rights described below, Skyward shall own all rights, title and interest in and to any software programs or tools, utilities, technology, processes, inventions, devices, methodologies, specifications, documentation, techniques and materials of any kind used or generated by Skyward in connection with performing the Professional Services, including all intellectual property rights therein. Nothing contained herein will be construed so as to restrict or limit Skyward's right to perform similar services for any other party or to assign any employees or subcontracts to perform similar services for any other party, provided that Skyward complies with its confidentiality obligations hereunder. Skyward shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use, copy, modify, or distribute, including by incorporating into any product or service owned by Skyward, any suggestions, enhancement requests, recommendations or other feedback provided by Subscriber and any of its employees, agents or users, relating to any product or service owned or provided by Skyward.

**5.2 Rights of Subscriber.** Subject to these Standard Terms and Conditions, Skyward grants Subscriber a limited, non-transferable, non-sublicenseable, nonexclusive right (exclusive of any rights to use the Skyward Products) to use and reproduce the Deliverables solely for Subscriber's internal use in conjunction with Subscriber's use of the Skyward Products as authorized by Skyward in writing and solely for so long as Subscriber is authorized to use said Skyward Products.

**5.3 Use Restrictions.** Subscriber shall not itself, or through any affiliate, agent, or third party: (a) decompile, disassemble, reverse engineer, or otherwise attempt to (i) derive source code or underlying ideas, algorithms, structure or organization from the Deliverables or (ii) defeat, avoid, bypass, remove, deactivate or otherwise circumvent any software protection mechanisms in the Deliverables, including without limitation any such mechanism used to restrict or control the functionality of the Deliverables (except that the foregoing provision shall not apply to the extent that such activities may not be prohibited under applicable law); (b) sell, lease, license, sublicense, distribute or otherwise provide to any third party or any other person the Deliverables, in whole or in part; (c) modify or create derivative works of the Deliverables; (d) use or reproduce the Deliverables, except as specifically permitted under this Agreement; or (e) use the Deliverables to provide processing services to any third party or otherwise use the Deliverables on a service bureau basis. Subscriber shall promptly notify Skyward of any unauthorized use, disclosure, reproduction, or distribution of the Deliverables, which comes to Subscriber's attention, or which Subscriber reasonably suspects. Subscriber is solely responsible for obtaining all equipment, and the compatibility thereof with the Deliverables, and for paying all fees including, without limitation, all taxes and any related costs or fees, necessary to use the Deliverables.

**5.4 Subscriber Data.** Subject to the terms and conditions of this Agreement, Subscriber grants Skyward and its contractors and agents a limited, nontransferable, fully-paid, royalty-free, non-sublicenseable, nonexclusive right during the term of this Agreement to use, reproduce, modify, prepare derivative works of, perform, display, transmit, make, have made and import any data provided by Subscriber to Skyward or its contractors or agents in connection with the performance of the Professional Services under this Agreement as necessary or useful to perform the Professional Services. Except as expressly set forth herein, Subscriber retains all right, title and interest in and to its data.

## **6.0 Limited Warranty and Limitation of Liability.**

**6.1 Limited Warranty.** With respect to each Deliverable, Skyward warrants to Subscriber that, for a period of thirty (30) calendar days after the date of delivery of such Deliverable to Subscriber, such Deliverable will substantially conform to any applicable functional specifications for such Deliverable that are described in the applicable Statement of Work or any Change Order thereto. If any Deliverable does not perform as expressly warranted in this section, Subscriber will notify Skyward in writing and Skyward will, at its sole option and expense: (a) replace or modify such Deliverable with a Deliverable that performs as expressly warranted in this section; or (b) if Skyward determines that the foregoing is not commercially reasonable, accept return of such Deliverable (if applicable) and refund to Subscriber the fees paid by Subscriber associated with such Deliverable under this Agreement. The foregoing limited warranty does not cover repair or replacement of or refunds for any Deliverable if the nonconformity to such limited warranty is caused, in whole or in part, by: (i) alteration, modification or correction other than by Skyward; (ii) software, hardware or interfacing not provided or specified in the applicable Statement of Work by Skyward; (iii) abuse, misuse or improper installation; or (iv) a change to Subscriber's computing environment that would affect the specific Deliverable. EXCEPT AS SPECIFIED IN THIS LIMITED WARRANTY, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW.

**6.2 Limitation of Liability.** The liability of Skyward to Subscriber for any claim whatsoever related to any Professional Services and/or Deliverable, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made by Subscriber to Skyward with respect to such Professional Service and/or Deliverable. IN NO EVENT WILL SKYWARD BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE A DELIVERABLE EVEN IF SKYWARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## SaaS HOSTING SERVICES AGREEMENT

This SaaS Hosting Services Agreement (this “Agreement”) is made and entered into by and between **Skyward, Inc.**, a Wisconsin corporation with offices at 2601 Skyward Drive, Stevens Point, WI 54482 (“Skyward”), **Marble Falls ISD**, with offices at 1800 Colt Circle, Marble Falls, Texas 78654 (“Subscriber”), and **Integrated Systems Corporation**, a Wisconsin corporation, with offices at 10325 N. Port Washington Road, Mequon, WI 53902 (“Host”). Skyward, Subscriber and Host may be collectively referred to herein as the “parties” or individually as a “party.”

### RECITALS

A. Skyward has developed certain proprietary computer software, as updated and revised from time to time (the “Skyward Software”). The Skyward Software, together with any additional products provided by Skyward in association therewith, shall be collectively referred to as the “Skyward Products.”

B. Skyward and Subscriber have entered into that certain Skyward Software as a Service Agreement (the “SaaS Agreement”) whereby Skyward granted Subscriber the right to access and use certain Skyward Products more particularly described therein, subject to and conditioned upon Subscriber entering into this Agreement to provide for the terms and conditions of Subscriber’s access and use of the Skyward Products through Skyward’s authorized third party host.

C. Host is an application service provider who is in the business of providing services for server and application hosting, management, and operations and Skyward has granted Host a license to host the Skyward Products.

### TERMS AND CONDITIONS

#### 1.0 Hosting Services.

**1.1 Description of Hosting Services.** Host shall provide Subscriber with remote access to a digital information processing, transmission and storage system on one or more servers located at Host’s facilities that will enable Subscriber to access the Skyward Products over the Internet. Subject to Subscriber’s compliance with the SaaS Agreement and this Agreement, Host will support the Skyward Products through implementation of Skyward-provided or authorized modifications, patches, updates, upgrades and new releases or versions of the Skyward Products. Host will use commercially reasonable efforts to back up the information on its servers and to store the information in a reasonably secure environment and shall also use commercially reasonable efforts to provide redundant systems designed to decrease the risk or magnitude of a loss of data. The services to be provided by Host to Subscriber, as described in this Section 1.1, shall be collectively referred to as the “Hosting Services.”

**1.2 Use of Hosting Services.** Subscriber may access and use the Hosting Services only to the extent of authorizations acquired by Subscriber from Skyward or Host. Subscriber is responsible for use of the Hosting Services by any party who accesses the Hosting Services with Subscriber’s account credentials. Subscriber acknowledges and agrees that its use of the Hosting Services is subject to Subscriber’s compliance with the terms and conditions of the SaaS Agreement, this Agreement, and any prohibited use policies of Host. Subscriber may not use the Hosting Services to providing hosting or timesharing services to any third party or to provide any third party with access to the Skyward Products.

**1.3 Obligations of Subscriber.** Subscriber is solely responsible for information, data, and content of Subscriber placed on Host’s servers by Subscriber or Subscriber’s Authorized Users (as defined in the SaaS Agreement). Unless caused by their negligence or willful misconduct, Skyward and Host shall not be liable to Subscriber for loss of its information, data, and content placed on Host’s servers as a result of the Hosting Services, but Host shall, in the event of a loss, use its commercially reasonable efforts to attempt to recover or reconstruct any such information that has been lost. Subscriber will make reasonable efforts to ensure that information, data, and content placed on Host’s servers as a result of the Hosting Services: (a) is not offensive, defamatory, or obscene; (b) is not racially, ethnically or otherwise objectionable; (c) does not promote discrimination based on sex, race, religion, nationality, disability, sexual orientation or age; and (d) does not violate any other applicable law. Host reserves the right to delete any material installed or inputted on Host’s server or to disconnect a server which contains material which Host believes in good faith breaches any of these warranties, subject to prior written notice to Subscriber unless Subscriber objects to deletion of the materials at issue. A breach of any of the foregoing warranties by Subscriber shall constitute an event of default under the terms of this Agreement and may result in the termination of this Agreement pursuant to Section 6.0 below.

**1.4 Recordkeeping.** Host shall maintain accurate records relevant to this Agreement for a period of four (4) years after final payment under this Agreement. Host shall permit an authorized representative of Subscriber or its designee or both at any reasonable time to inspect or audit all data, in whatever form or format. Provided however, Subscriber or its designee or both shall, to the extent permitted and required by law, execute any confidentiality and nondisclosure agreement reasonably required by Host and/or Skyward as a condition precedent to being granted access.

**2.0 Fees and Payment.** Subscriber shall pay the Subscription Fees (as defined in the SaaS Agreement) described in the Proposal (as defined in the SaaS Agreement), and other reoccurring fees and amounts due in association with the Hosting Services (collectively the “Fees”), during the term of this Agreement. Subscriber shall make payment of the Fees when due as provided in the Proposal or within thirty (30) from the date of invoice. Interest on all past due amounts will be charged at the maximum rate permitted by law. If any authority imposes a duty, tax, levy or fee (excluding those based on Host’s net income) upon the Hosting Services, then Subscriber agrees to pay the amount specified. As per Section 151.309, Texas Tax Code,

Subscriber is exempt from the assessment of the State sales, use and excise taxes. Further, Subscriber is exempt from Federal Excise Taxes, 26 United States Code Section 5253(i) and (j). Subscriber agrees to furnish a valid tax exemption for each jurisdiction in which it is claiming an exemption.

**3.0 Independent Contractor.** It is understood and agreed that this Agreement does not create any relationship of association, partnership or joint venture between the parties, nor constitute either party as the agent or legal representative of the other for any purpose whatsoever; and the relationship of Host to Subscriber for all purposes shall be one of independent contractor. Host shall have the sole and exclusive control over its employees, consultants or independent contractors who provide services to Subscriber, and over the labor and employee relations policies and policies relating to wages, hours, working conditions or other conditions of its employees, consultants or independent contractors.

### **3.0 Reservation of Title.**

**3.1 Host Property.** All computer systems, operating software, network equipment, and any hardware, software, documentation, information, business practices, or operating methods provided by Host as part of the Hosting Services shall remain the property of Host. Host will retain title to all rights in all intellectual property provided by Host under the terms of this Agreement, including but not limited to, any know-how, customizations, practices, and other technologies related to the Hosting Services.

**3.2 Skyward Property.** Subscriber and Host each acknowledge and agree that the Skyward Products, including but not limited to, the specific design and structure of individual programs, input formats, object code and source code, algorithms, frameworks, all constitute trade secrets, confidential and proprietary information, and copyrighted material of Skyward. Subscriber and Host further acknowledge and agree that this Agreement does not affect any transfer of title in the Skyward Products and that the Skyward Products shall remain the sole and exclusive property of Skyward or Skyward's licensor.

### **4.0 Subscriber Data.**

**4.1 Confidentiality of All Data.** All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Host and will not be copied, used or disclosed by Host for any purpose. Host recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Host agrees to comply with said restrictions. Each of the parties hereto agrees to comply with all applicable federal, state, and local laws, rules and regulations in the performance of their respective responsibilities under the Agreement, including any mandated confidentiality requirements. Host will comply with all applicable federal and state laws and Subscriber's policy, rules, and regulations related to the services provided. Host agrees and understands that it may receive information that is confidential by law, including the Family Education Rights and Privacy Act, the Individuals with Disabilities Act, and the Health Insurance Portability Act, personal and student or personnel identification numbers; nonpublic personal information as that term is defined in the Gramm-Leach-Bliley Financial Modernization Act of 1999; credit and debit card numbers and/or access codes and other cardholder data and sensitive authentication data as those terms are defined in the Payment Card Industry Data Security Standards; other financial account numbers, access codes, driver's license numbers, and state – or – federal identification numbers such as passport, visa, or state identity card numbers. Host agrees to comply with all applicable state and federal laws related to the use, retention, and release of such information. All personally identifiable information and data relating to Subscriber's students and/or employees used by Subscriber in conjunction with the Skyward Products shall at all times be treated as confidential by Host and will not be copied, used or disclosed by Skyward for any purpose. Host recognizes that personally identifiable information is protected against disclosure by federal and state statutes and regulations and Host agrees to comply with said restrictions. Host will timely notify Subscriber if it becomes aware of any loss, theft, or unauthorized use or access to any personally identifiable information, or any other breach of Host's security as it relates to Subscriber data. Subject to all applicable privacy requirements, records maintained by Host, which are reasonably necessary to the performance of the services, may be examined by Subscriber, governmental regulatory agencies, or any other person lawfully entitled to access them.

**4.2 Family Educational Rights and Privacy Act.** The parties expect and anticipate that Host may receive education records from Subscriber only as an incident of the Hosting Services. In the event Subscriber provides Personally Identifiable Information (“**PII**”) (including but not limited to personally identifiable student information as defined by applicable state and federal law) to Host, they shall be deemed a “school official determined to have a legitimate educational interest” under 34 CFR 99.31(a)(1), as provided by Subscriber's policies and procedures. Host acknowledges that PII is the confidential information of Subscriber and shall not use it for any purpose, commercial or otherwise, except as expressly provided in this Agreement. Host agrees to abide by the requirements of applicable federal and state law pertaining to the disclosure of PII, and agrees to take all reasonable measures to protect against the unauthorized disclosure of any PII. Except for use and disclosure to their employees and personnel to the extent necessary to fulfill its obligations under this Agreement, Host shall not use or further disclose PII. Upon the expiration or termination of this Agreement, Host agrees to promptly return to Subscriber any and all PII in Host's possession.

**4.3 Health Insurance Portability and Accountability Act.** The parties acknowledge that Host may receive data that constitutes personal health information, as that term is defined by the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”). In addition to the terms and conditions contained herein, Host and Subscriber may enter into a HIPAA Business Associate Agreement providing for the protection of such personal health information as required by HIPAA.

**4.4 Indemnification.** Host shall, at its sole cost and expense, defend and hold harmless Subscriber and Skyward from and against any and all claims, actions, and liabilities brought by any third party against Subscriber or Skyward as a result of the release of PII or other confidential information of Subscriber or Skyward to the extent directly caused by the negligence or willful misconduct of Host or its employees. Provided however, to qualify for such defense, Subscriber must give Host written notice of such claim against Subscriber and allow Host to control or institute all defenses to a such claim, including settlement of all such claims, in litigation or otherwise.

**4.5 Open Database Connection.** If requested by Subscriber and agreed to by Skyward, Skyward may utilize the Hosting Services to establish an open database connection (“ODBC”) between Skyward’s database and the database of Subscriber. In the event such an ODBC is established by Skyward, Subscriber will be permitted to insert its data into the Skyward database subject to the following terms and conditions: (a) Subscriber will be the sole and exclusive owner of all data inserted into the Skyward database, (b) Subscriber agrees to hold Skyward harmless from any liability relating to Subscriber’s insertion of data into the Skyward database, including but not limited to the corruption of such database, (c) Subscriber shall compensate Skyward to repair any problems relating to the corruption of the Skyward database arising from or related to the insertion of the Subscriber’s data, (d) Subscriber agrees to log all data inserts by date, time, database, table and field and to create a backup of the database prior to inserting any data, and (e) Subscriber shall not allow any third party vendors, suppliers, or other individuals or entities associated with Subscriber access to the ODBC without the prior written consent of Skyward and Skyward may, in its sole discretion, require that any such third party execute a confidentiality and nondisclosure agreement in the form and substance required by Skyward. The Subscriber further agrees that Skyward will not be liable for any claim or action whatsoever or damages, regardless of type, resulting from the Subscriber’s failure to properly save or back up all data and information inputted by Subscriber through the ODBC.

## **5.0 Security and Limited Warranty.**

**5.1 Server Security.** Subscriber acknowledges that no security systems or procedures currently available are capable of providing complete protection from unauthorized individuals who may seek to gain access to Host’s servers. Host shall use commercially reasonable efforts and processes to secure its servers from access by unauthorized individuals, test its servers for viruses at reasonable intervals and maintain back-up copies of all content. Accordingly, so long as Host uses the commercially reasonable efforts set forth above, Host shall not be liable for any damage to the Subscriber arising from unauthorized access or the introduction of a bug or virus, unless caused by the negligence or willful misconduct of Host. Host shall maintain complete and accurate records of these security measures and produce such records to client within ten (10) business days for purposes of audit upon reasonable prior notice during normal business hours. Notwithstanding anything in this Agreement to the contrary, Host shall not be liable for any damage caused by Subscriber or any employee or agent of Subscriber. Subscriber agrees that its use of the Hosting Services will be in compliance with applicable law and will not otherwise violate the terms of any applicable license. Subscriber acknowledges that Skyward is not responsible for the security of Host’s servers and will not be responsible to maintain any back-up copies of the content on Host’s servers. Notwithstanding anything in this Agreement to the contrary, Skyward and Host shall not be liable for any damages to Subscriber caused by unauthorized individuals who gain access to the Host’s servers, unless caused by the negligence or willful misconduct of Skyward or Host. Subscriber assumes all risk related to the processing of transactions related to electronic commerce. Host will timely notify Subscriber and Skyward if it becomes aware of any loss, theft, or unauthorized use or access to any personally identifiable information, or any other breach of Host’s security as it relates to Subscriber data.

**5.2 Limited Warranty.** Host warrants that the Hosting Services will be available 99.5% of the time during Operational Hours (as defined herein), except for service interruptions for routine maintenance and backups. For the purposes of this Agreement, “Operational Hours” are 7 days per week, 24 hours per day and 365 days per year. Regular maintenance and service activities are scheduled outside of Normal User Hours (as defined herein). For the purposes of this Agreement, the “Normal User Hours” are Monday through Friday from 7 A.M. to 5 P.M. central standard time excluding the following ISCorp observed holidays: New Years’ Day, Martin Luther King, Jr. Birthday, President’s Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. In the event there is an interruption in the Hosting Services during Normal User Hours, Host will respond in 30 minutes or less of being notified of such an interruption in the Hosting Services. Host will use its best efforts to respond to any interruptions in the Hosting Services outside of Normal User Hours. Host agrees to give Subscriber and Skyward prompt notice of any disruption in service as soon as Host is aware of any such issue. Except as specifically set forth in this Agreement, Host makes no warranties of any kind with respect to the Hosting Services or products provided under this Agreement. Except as specifically set forth in this Agreement, Host **DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**5.3 Subscriber’s Remedies.** In any instance involving performance or nonperformance of the Hosting Services or products provided hereunder, Subscriber’s sole and exclusive remedy shall be: (a) in the case of Hosting Services, refund or credit, at Subscriber’s election, of a pro rata portion of the price paid for such Hosting Services which were not provided, or (b) in the case of products, repair, replacement or return of the defective product to Host for refund, at the option of Host. A credit for an interruption in the Hosting Services during the Normal User Hours will be issued only for periods, calculated in 15 minute increments, in excess of the 99.5% scheduled available up-time within a calendar month. A credit for an interruption in the Hosting Services during the Operational Hours, but outside of the Normal User Hours, will be issued only for periods, calculated in one hour increments, in excess of the 99.5% scheduled available up-time within a calendar month. An interruption in the Hosting Services is deemed to have occurred only if the Hosting Services have stopped or been severely impacted that they are unusable by Customer as a result of failure of Host facilities, equipment, or personnel used to provide the Hosting Services, and only where the interruption in the Hosting Services is not the result of: (i) negligence or other conduct of Subscriber, its employees or agents, including a failure or malfunction resulting from applications or services provided by Subscriber; (ii) failure or malfunction of any equipment or services not provided by Host; (iii) circumstances beyond the control of Host; or (iv) interruption due to scheduled maintenance, alteration, or implementation, provided that such scheduled event is provided in writing and in advance to Subscriber. All claims for a credit must be submitted to Host in writing within 60 days of the date of such interruption in the Hosting Services.

**5.4 Limitation of Liability.** The liability of Skyward and Host to Subscriber for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Subscriber to Host with respect to the Hosting Services during the 365 days preceding the cause of action. IN NO EVENT WILL SKYWARD OR HOST BE LIABLE FOR ANY LOST REVENUE, PROFIT, OR DATA, OR FOR SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY ARISING OUT OF THE USE OF OR INABILITY TO USE THE HOSTING SERVICES EVEN IF SKYWARD OR HOST HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Skyward and Host shall not be held liable for any claims or demands brought against Subscriber by any other party unless Subscriber has properly notified Skyward and Host as to such damages, claims, or demands, and Subscriber has taken action to minimize such damages, claims, or demands.

**6.0 Term and Termination.** The term of this Agreement shall run concurrent with the term of the SaaS Agreement. In the event the SaaS Agreement is terminated for any reason, this Agreement shall automatically terminate as of the date of such termination without further notice. In addition to the foregoing, any party may terminate this Agreement in the event another party fails to perform any material obligation under this Agreement and such failure continues for a period of thirty (30) days following receipt of written notice of such failure. In the event of the termination of this Agreement for any reason, all of Subscriber's rights and privileges under this Agreement, including but not limited to Subscriber's rights to access and use the Hosting Services shall be immediately terminated.

## **7.0 Interpretation and Construction.**

**7.1 Entire Agreement.** This Agreement shall be governed by the laws of the State of Texas, without regard to any conflict of laws provisions or rules of construction concerning the draftsmanship hereof. This Agreement contains the entire understanding and full and complete agreement of the parties, and supersedes and replaces any prior understandings and agreements among the parties, with respect to the subject matter hereof. This Agreement may be altered, amended or modified only in writing, signed by both of the parties hereto. Headings included in this Agreement are for convenience only and are not intended to limit or expand the rights of the parties hereto. References to Sections herein shall mean sections of the text of this Agreement, unless otherwise indicated.

**7.2 Assignment.** No party may, voluntarily or involuntarily, assign or otherwise transfer this Agreement without the prior written consent of the other parties. Any attempted assignment or delegation without prior written consent will be null and void. Notwithstanding the foregoing, the transfer of all or substantially all of Skyward or Host's capital stock or assets to a third party through a sale, merger or other transaction or proceeding shall not be deemed an assignment under the terms and conditions of this Agreement. Subject to the foregoing, this Agreement shall inure to the benefit of and be binding on the parties and their respective successors, affiliates, legal representatives and permitted assigns

**7.3 Severability.** If any court of competent jurisdiction determines that any provision of this Agreement is invalid or unenforceable, such invalidity or unenforceability shall have no effect on the other provisions hereof, which shall remain valid, binding and enforceable and in full force and effect, and such invalid or unenforceable provision shall be construed in a manner so as to give the maximum valid and enforceable effect of the intent of the parties expressed herein.

**7.4 Waiver.** No waiver of a breach of any term of this Agreement will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this Agreement. No failure on the part of a party to exercise, and no delay in exercising, any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this Agreement or the rights or obligations of any party hereunder.

**7.5 Force Majeure.** Except for the obligation to make payments, the parties will not be liable for any failure or delay in their performance under this Agreement due to any cause beyond its reasonable control, including but not limited to, acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act, provided that the delayed part: (a) gives the other party prompt notice of such cause, and (b) uses commercially reasonable efforts to promptly correct such failure or delay in performance.

**7.6 Notices.** Any notice required or permitted to be given pursuant to this Agreement shall be valid only if in writing and shall be deemed to have been duly given (a) when personally delivered, (b) when transmitted by fax if confirmation of receipt is printed out on the sending fax machine, or (c) three business days after being mailed by certified mail, postage prepaid, addressed to the party receiving notice at the address listed in the opening paragraph of this Agreement, unless that party otherwise notifies the parties in accordance with this Section of a change of address.

**7.7 Survival.** Any provisions of this Agreement, including but not limited to Section 3.0, 5.4, this Section 7.7, which by their very nature are intended to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement and will inure to the benefit of and be binding upon the parties hereto.

**7.8 Counterparts and Signatures.** The undersigned warrant and represent that they have the legal authority to execute and deliver this Agreement on behalf of the parties hereto. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement. The parties agree that original signatures of a party transmitted by facsimile or in portable document format (pdf) or electronic

signatures affixed to this Agreement shall be as valid as an original signature of such party to this Agreement. If this document is executed by electronic signature, both parties agree that their electronic signature is legally binding and shall have the same validity and meaning as a hand written signature and neither party will contest the validity of their respective electronic signature, or claim that it is not legally binding.

**7.9 Jurisdiction; Venue.** Each party irrevocably submits to and consents to the exclusive jurisdiction of the United States District Courts for the Western District of Texas and the Texas State District Courts located in Burnet County, Texas, and hereby agrees that such courts will be the exclusive proper forum for the determination of any dispute arising out of or relating to the Agreement.

**7.10 Conflict of Interest.** Per Texas Local Government Code Chapter 176, the law requires a conflict of interest disclosure. Host agrees to complete a conflict of interest questionnaire regardless of whether or not a conflict of interest exists. Host agrees to file a complete Conflict of Interest Questionnaire within seven (7) business days after the company becomes aware that a conflict of interest exists.

The undersigned, being duly authorized representatives of the parties to this Agreement, do hereby agree to the terms and conditions of this Agreement.

SKYWARD, INC.

SUBSCRIBER:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Raymond Ackerlund

Name: \_\_\_\_\_

Title: Chief Marketing Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

HOST:

By: \_\_\_\_\_

Name: Jeff Zillner

Title: VP of Operations

Date: \_\_\_\_\_



Selection Page

Marble Falls ISD

Product	FY 2018 – FY 2020 (September 1, 2017 – August 31, 2020)
Student Management Suite	\$4.59
Support – Student Management Suite	\$2.00
ISCorp ASP Fee	\$3.00
New Student Online Enrollment	\$1.00
PCS Import-Export (Food Service)	\$0.10

A new Software License Agreement (SLA) will need to be completed considering the TEA agreement has concluded. Please identify below who should receive the SLA for signature and return this document to [SalesDepartment@skyward.com](mailto:SalesDepartment@skyward.com).

Jeff Gasaway  
District Representative – Printed

jgasaway@mfsd.txed.net  
District Representative – Email Address

Asst. Supt. for Administration  
District Representative – Title

If you have additional questions, please contact Nick Brandenburg, your Skyward Account Manager, at 800-236-7274.



**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		

**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: \_\_\_\_\_