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



Marble Falls ISD
Regular Meeting

Monday, July 15, 2019
6:00 PM

AGENDA OF REGULAR MEETING
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
MONDAY, JULY 15, 2019 – 6:00 PM
Marble Falls ISD Central Office Community Room

Notice is hereby given that on July 15, 2019, 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: Larry Berkman
5. Vision Statement
   Presenter: Rick Edwards
6. Public Hearings
   A. Optional Flexible School Day Program- 2018-2019 Progress 5
      Presenter: Leslie Baty
   B. Optional Flexible School Day Program- 2019-2020 Application 6
      Presenter: Leslie Baty
7. Citizen Comments
8. Information Items
   A. General Fund Summary 7
   B. Expenditure Report 11
   C. Quarterly Investment Report 27
   D. Annual Investment Report 28
   E. Special Services Guidelines 29
9. Presentation/Discussion Items and Possible Action
   A. Rank Proposals in Response to the Request for Competitive Sealed Proposals, Drives Improvement & Utility Reroute- Package 1B Project, Including Possible Action on Alternates 153
      Presenter: Dr. Chris Allen
   B. Proposed Construction Contract for CSP Package 1B 154
      Presenter: Dr. Jeff Gasaway
   C. Bond Projects Update 309
      Presenter: Dr. Chris Allen
   D. Policy Update- FNF (Legal) & FNF (Local) 316

Presenter: Dr. Jeff Gasaway

E. Policy Update 113, affecting local policies BBE, BDD, BJCD, CI, CO, COA, COB, CRB and EHBAF 331
Presenter: Dr. Chris Allen

F. Elections Contract & Joint Election Agreement 332
Presenter: Dr. Jeff Gasaway

G. Vehicle Purchase 345
Presenter: Dr. Jeff Gasaway

H. Certified T-TESS Appraiser List & Calendar for 2019-2020 School Year 371
Presenter: Betsy Russell

I. 2019 TASB Board Candidate Discussion

10. Consider and Possible Approval of Action

A. Consent

1. Minutes from Regular Board Meeting held on June 17, 2019 375
2. Minutes from Special Called Meeting held on June 24, 2019 379
3. Optional Flexible School Day Program 2019-2020 Application 381
4. Kaduceus Pharmacy Tech Curriculum and Lab equipment for Marble Falls High School 397

B. HVAC and LED Project Contract - Phase 2 402
Presenter: Dr. Jeff Gasaway

C. 2019-2020 Student Handbook and Extracurricular Handbook 448
Presenter: Dr. Jeff Gasaway

D. Resolution Extending Depository Contract 563
Presenter: Melissa Lafferty

11. Upcoming Meetings and Board Training Opportunities

A. Thursday, August 1, 2019 - Special Called Board Meeting

B. Tuesday, August 20, 2019 - Regular Board Meeting

C. Monday, September 16, 2019 - Regular Board Meeting

D. Monday, September 30, 2019 - Special Called Board Meeting

12. Executive Session

A. Discussion of Professional Personnel (TX Govt. Code 551.074)

B. Discussion of Superintendent's Evaluation: Self Evaluation Update (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)]

FOR THE BOARD OF TRUSTEES
MARBLE FALLS INDEPENDENT SCHOOL

_____

Dr. Chris Allen, Superintendent of Schools

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
7-15-19

Meeting Type:
- ○ Regular Meeting
- ○ Special Meeting/Workshop
- ◉ Hearing

Date Submitted: 7.26.19

Agenda Placement:
- ◉ Public Hearing
- ○ Information Items
- ○ Presentation/Discussion Items
- ○ Consideration Items
- ○ Consent Agenda

Subject:
Optional Flexible School Day Program- Public Hearing for 2018-2019 Progress

Executive Summary:

Marble Falls ISD has annually participated in the Optional Flexible School Day Program through the Texas Educator Agency. This presentation is a required public hearing to review the progress of the Optional Flexible School Day.

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:

For presentation only.

Submitted By:

Yarda Leflet

Board Approval Required: ○ Yes ◉ No

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
7-15-19

Meeting Type:
- ○ Regular Meeting
- ○ Special Meeting/Workshop
- ◉ Hearing

Date Submitted: 7.26.19

Agenda Placement:
- ◉ Public Hearing
- ○ Information Items
- ○ Presentation/Discussion Items
- ○ Consideration Items
- ○ Consent Agenda

Subject:
Optional Flexible School Day Program- Public Hearing for 2019-2020 Application

Executive Summary:

Marble Falls ISD has annually participated in the Optional Flexible School Day Program through the Texas Education Agency. This program allows high school students, as needed, to participate in a program that provides full educational opportunities while they are working to provide for their family during the traditional school day. They have to meet specific conditions and MFISD has to meet specific guidelines. This presentation is a required public hearing prior to the Board of Trustees consideration for approval of MFISD's participation in the program for the 2019-2020 school year.

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:

For presentation only.

Submitted By:

Yarda Leflet

Board Approval Required: ○ Yes ◉ No

Marble Falls ISD

Statement of Revenues and Expenditures - General Fund

As of June 30, 2019

100%	Of Fiscal Year	CURRENT YEAR YTD				June
REVENUES		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	ACTIVITY
5710	LOCAL TAX REVENUES	$ 41,443,823	$ 41,227,295	$ 216,528	99.48%	$ 449,852
57XX	OTHER LOCAL REVENUES	$ 730,174	$ 901,125	$ (170,951)	123.41%	$ 49,631
58XX	STATE PROG. REVENUES	$ 5,460,702	$ 4,292,364	$ 1,168,338	78.60%	$ -
5900	FEDERAL REVENUE	$ 1,010,000	$ 1,120,409	$ (110,409)	110.93%	$ 274,694
	TOTAL REVENUE	$ 48,644,699	$ 47,541,193	$ 1,103,506	97.73%	$ 774,177
EXPENDITURES						
11	INSTRUCTION	$ 21,416,902	$ 21,104,620	$ 312,282	98.54%	$ 4,684,434
12	LIBRARY	$ 476,178	$ 430,627	$ 45,551	90.43%	$ 106,838
13	STAFF DEVELOPMENT	$ 403,373	$ 354,160	$ 49,213	87.80%	$ 31,539
21	INST ADMINISTRATION	$ 932,866	$ 909,427	$ 23,439	97.49%	$ 90,052
23	SCHOOL ADMINISTRATION	$ 2,555,017	$ 2,510,273	$ 44,744	98.25%	$ 382,486
31	GUID AND COUNSELING	$ 1,314,851	$ 1,273,071	$ 41,780	96.82%	$ 250,173
32	SOCIAL WORK SERVICES	$ 82,120	$ 62,795	$ 19,325	76.47%	$ 15,929
33	HEALTH SERVICES	$ 400,666	$ 378,641	$ 22,025	94.50%	$ 85,608
34	PUPIL TRANSP - REGULAR	$ 1,717,842	$ 1,650,414	$ 67,428	96.07%	$ 149,089
36	CO-CURRICULAR ACT	$ 1,731,930	$ 1,683,803	$ 48,127	97.22%	$ 223,761
41	GEN ADMINISTRATION	$ 1,637,149	$ 1,577,470	$ 59,679	96.35%	$ 146,715
51	PLANT MAINT & OPERATION	$ 4,847,611	$ 4,707,749	$ 139,862	97.11%	$ 421,266
52	SECURITY & MONITORING	$ 213,426	$ 183,970	$ 29,456	86.20%	$ 111,663
53	DATA PROCESSING	$ 2,120,273	$ 2,056,455	$ 63,818	96.99%	$ 100,813
61	COMMUNITY SERVICES	$ 66,337	$ 47,346	$ 18,991	71.37%	$ 5,271
71	DEBT SERVICE	$ 483,520	$ 469,913	$ 13,607	97.19%	$ -
81	FACILITIES ACQ & CONST	$ -	$ -	$ -	0.00%	$ -
91	STUDENT ATTENDANCE CR	$ 7,473,263	$ 7,618,837	$ (145,574)	101.95%	$ 1,089,434
99	PURCHASES & CONT SRVS	$ 755,500	$ 735,880	$ 19,620	97.40%	$ 187,445
	TOTAL EXPENDITURES	$ 48,628,824	$ 47,755,451	$ 873,373	98.20%	$ 8,082,516
7000	Other Sources	$ 740,700	$ 746,400			$ 5,700
8000	Other Uses	$ 1,810,000	$ 1,534,666			$ 269,960
		Budget	**Actual**			**Month Actual**
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	**$ (1,053,425)**	$ (1,002,524)	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ (7,572,599)
3000	BEG FUND BAL 07/01/18	$ 13,121,458				
	BUDGETED FUND BALANCE	**$ (1,053,425)**				
3000	END FUND BAL 06/30/19	$ 12,068,033	Unaudited			

Marble Falls ISD

Statement of Revenues and Expenditures - Food Service

As of June 30, 2019

100%	Of Fiscal Year	CURRENT YEAR YTD				June
REVENUES		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	ACTIVITY
57XX	LOCAL REVENUES	$ 643,834	$ 660,529	$ (16,695)	102.59%	$ 10,337
58XX	STATE PROG. REVENUES	$ 12,000	$ 12,006	$ (6)	100.05%	$ -
59xx	FEDERAL REVENUE	$ 1,792,748	$ 1,448,515	$ 344,233	80.80%	$ -
	TOTAL REVENUE	$ 2,448,582	$ 2,121,050	$ 327,532	86.62%	$ 10,337
EXPENDITURES						
61	PAYROLL COST	$ 1,034,751	$ 1,038,173	$ (3,422)	100.33%	$ 87,171
62	PURCHASE & CONTRACTED	$ 82,555	$ 68,647	$ 13,908	83.15%	$ 6,245
63	SUPPLIES AND MATERIALS	$ 1,335,076	$ 1,075,260	$ 259,816	80.54%	$ 26,853
64	OTHER OPERATING EXP	$ 16,200	$ 12,637	$ 3,563	78.01%	$ 1,586
66	CPTL OUTLAY	$ -	$ -	$ -	0.00%	$ -
	TOTAL EXPENDITURES	$ 2,468,582	$ 2,194,717	$ 273,865	88.91%	$ 121,855
7000	Other Sources	$ 26,604	$ 26,604			$ 26,604
8000	Other Uses		$ -			$ -
		Budget	**Actual**			**Month Actual**
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ 6,604	$ (47,063)	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		$ (84,914)
3000	BEG FUND BAL 07/01/18	$ 524,289				
	BUDGETED FUND BALANCE					
3000	END FUND BAL 06/30/19	$ 530,893	Unaudited			

Marble Falls ISD
Statement of Revenues and Expenditures - Debt Service
As of June 30, 2019

100%	Of Fiscal Year	CURRENT YEAR YTD				June
REVENUES		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	ACTIVITY
57XX	LOCAL TAX REVENUES	$ 8,613,071	$ 8,601,403	$ 11,668	99.86%	$ 92,229
58XX	STATE PROG. REVENUES	$ 109,800	$ 109,800	$ -	100.00%	$ -
59xx	FEDERAL REVENUE	$ -	$ -	$ -	0.00%	$ -
	TOTAL REVENUE	$ 8,722,871	$ 8,711,203	$ 11,668	99.87%	$ 92,229
EXPENDITURES						
65	DEBT SERVICE	$ 7,083,300	$ 7,077,050	$ 6,250	99.91%	$ -
	TOTAL EXPENDITURES	$ 7,083,300	$ 7,077,050	$ 6,250	99.91%	$ -
7000	Other Sources		$ -			$ -
8000	Other Uses		$ -			$ -

		Budget	**Actual**		**Month Actual**
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$ 1,639,571	$ 1,634,153	EXCESS (DEFICIENCY) OF REVENUES OVER 0	$ 92,229
3000	BEG FUND BAL 07/01/18	$ 9,348,245	0		
	BUDGETED FUND BALANCE				
3000	END FUND BAL 06/30/19	$ 10,987,816	Unaudited		

Marble Falls ISD
Statement of Revenues and Expenditures - General Fund
As of June 30, 2019
(Expenditures include estimated payroll accruals)

100%	Of Fiscal Year		CURRENT YEAR YTD			
REVENUES		**BUDGET**	**YTD ACTIVITY**	**BALANCE**	**% OF BUDGET**
5710	LOCAL TAX REVENUES	$ 41,443,823	$ 41,227,295	$ 216,528	99.48%
57XX	OTHER LOCAL REVENUES	$ 730,174	$ 901,125	$ (170,951)	123.41%
58XX	STATE PROG. REVENUES	$ 5,460,702	$ 4,292,364	$ 1,168,338	78.60%
5900	FEDERAL REVENUE	$ 1,010,000	$ 1,120,409	$ (110,409)	110.93%
	TOTAL REVENUE	**$ 48,644,699**	**$ 47,541,193**	**$ 1,103,506**	**97.73%**
EXPENDITURES					
11,12	CAMPUS INSTRUCTION				
	Payroll	$ 20,872,111	$ 20,681,532	$ 190,579	99.09%
	Supply Budget	$ 1,020,967	$ 853,714	$ 167,253	83.62%
13	STAFF DEVELOPMENT				
	Payroll	$ 168,234	$ 157,788	$ 10,446	93.79%
	Supply Budget	$ 235,139	$ 196,372	$ 38,767	83.51%
21,23	CAMPUS INSTRUCTION ADMINISTRATION				
	Payroll	$ 3,243,493	$ 3,205,929	$ 37,564	98.84%
	Supply Budget	$ 244,390	$ 213,772	$ 30,618	87.47%
31,32,33,	COUNSELING & HEALTH SVCS				
	Payroll	$ 1,674,962	$ 1,603,897	$ 71,065	95.76%
	Supply Budget	$ 122,676	$ 110,610	$ 12,066	90.16%
34	TRANSPORTATION				
	Payroll	$ 1,395,212	$ 1,394,224	$ 988	99.93%
	Supply Budget	$ 322,630	$ 256,190	$ 66,440	79.41%
36	EXTRA CURRICULAR				
	Payroll	$ 1,033,458	$ 1,081,842	$ (48,384)	104.68%
	Supply Budget	$ 698,473	$ 601,961	$ 96,512	86.18%
41	CENTRAL OFFICE				
	Payroll	$ 1,259,294	$ 1,233,705	$ 25,589	97.97%
	Supply Budget	$ 377,855	$ 343,765	$ 34,090	90.98%
51	MAINTENANCE				
	Payroll	$ 2,622,351	$ 2,751,758	$ (129,407)	104.93%
	Supply Budget	$ 2,225,260	$ 1,955,991	$ 269,269	87.90%
52,53,61	TECHNOLOGY & SECURITY				
	Payroll	$ 861,614	$ 737,104	$ 124,510	85.55%
	Supply Budget	$ 1,538,422	$ 1,550,667	$ (12,245)	100.80%
71	DEBT SERVICE - LEASES	$ 483,520	$ 469,913	$ 13,607	97.19%
81	CAPITAL OUTLAY	$ -	$ -	$ -	#DIV/0!
91	RECAPTURE	$ 7,473,263	$ 7,618,837	$ (145,574)	101.95%
99	APPRAISAL DISTRICT FEES	$ 755,500	$ 735,880	$ 19,620	97.40%
	TOTAL EXPENDITURES	**$ 48,628,824**	**$ 47,755,451**	**$ 873,373**	**98.20%**
7000	OTHER SOURCES	$ 740,700	$ 746,400	$ (5,700)	
8000	OTHER USES	$ 1,810,000	$ 1,534,666	$ 275,334	
1200	EXCESS (DEFICIENCY) OF REVENUES TO EXPENDITURES	**$ (1,053,425)**	**$ (1,002,524)**		
3000	**BEG FUND BAL 07/01/18**	**$ 13,121,458**			
	BUDGETED FUND BALANCE	**$ (1,053,425)**			
3000	**END FUND BAL 06/30/19**	**$ 12,068,033**	Unaudited		
	3 months Operating	**$ 12,157,206**			

Marble Falls Independent School District

Financial Report

June 17, 2019

Check Payment Fund Summary

Expenditure to Budget Report

Check Payment Fund Summary

For Bills Paid

June 1- June 30, 2019

F U N D S U M M A R Y

FUND	DESCRIPTION	BALANCE SHEET	REVENUE	EXPENSE	TOTAL
180	COMPUTER REPAIR	0.00	0.00	206.40	206.40
199	GENERAL FUND	28,726.92	0.00	872,161.22	900,888.14
211	TITLE I PART A, BASIC PROGRAMS	0.00	0.00	25,285.25	25,285.25
224	IDEA PART B FORMULA	0.00	0.00	21,121.25	21,121.25
240	FOOD SERVICE	0.00	195.20	30,368.41	30,563.61
242	SUMMER FEEDING PROGRAM-DHS	0.00	0.00	9,322.64	9,322.64
244	VOC. ED.-BASIC GRANT	0.00	0.00	9,812.67	9,812.67
255	TITLE II PART A TCHR & PRINCPL	0.00	0.00	6,000.74	6,000.74
263	TITLE III - BILINGUAL	0.00	0.00	1,455.00	1,455.00
270	TITLE VI, PART B	0.00	0.00	4,643.47	4,643.47
287	STOP SCHOOL VIOLENCE	0.00	0.00	20,716.94	20,716.94
459	GROW YOUR OWN	0.00	0.00	605.85	605.85
499	FOUNDATION GRANTS	0.00	0.00	69.73	69.73
*** Fund Summary Totals ***		28,726.92	195.20	1,001,769.57	1,030,691.69

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

Expenditure to Budget Report

July 15, 2019

General Operating Fund

Food Service Fund

Capital Projects

	Obj	Obj	2018-19 ESTIMATED REVENUE	June 2018-19 MTHLY ACTIVITY	2018-19 Activity	REVENUE BALANCE	PERCENT REALIZED	2018-19 YTD %
199		GENERAL FUND						
5700		REVENUE-LOCAL & INTERMED						
	571-	LOCAL REAL-PROPERTY TAXES	41,443,823.00	451,105.49	41,228,548.42	215,274.58	99.48	99.48
	573-	TUITION & FEES FROM PATRONS	75,000.00	4,003.32	110,922.55	-35,922.55	147.90	147.90
	574-	TRANS FROM WITHIN STATE	545,174.05	88,090.84	725,423.89	-180,249.84	133.06	133.06
	575-	ENTERPRISING ACTIVITIES	110,000.00	662.25	107,904.53	2,095.47	98.10	98.10
	57--	REVENUE-LOCAL & INTERMED	42,173,997.05	543,861.90	42,172,799.39	1,197.66	100.00	100.00
5800		STATE PROGRAM REVENUES						
	581-	PER CAPITA-FOUNDATION REV	3,583,263.00	359,559.00	2,977,713.00	605,550.00	83.10	83.10
	582-	STATE REVENUE DISTRBTD BY TEA	5,000.00	0.00	0.00	5,000.00	0.00	0.00
	583-	TRS ON BEHALF BENEFIT	1,872,439.00	157,459.87	1,831,669.62	40,769.38	97.82	97.82
	58--	STATE PROGRAM REVENUES	5,460,702.00	517,018.87	4,809,382.62	651,319.38	88.07	88.07
5900		FEDERAL PROGRAM REVENUES						
	591-	FEDERALLY DIST REVENUES	40,000.00	0.00	111,181.26	-71,181.26	277.95	277.95
	592-		50,000.00	0.00	87,467.41	-37,467.41	174.93	174.93
	593-	VOC ED NON FOUNDATION	920,000.00	276,386.69	923,452.59	-3,452.59	100.38	100.38
	59--	FEDERAL PROGRAM REVENUES	1,010,000.00	276,386.69	1,122,101.26	-112,101.26	111.10	111.10
7900		OTHER RESOURCES						
	791-		740,700.00	11,950.00	752,650.00	-11,950.00	101.61	101.61
	79--	OTHER RESOURCES	740,700.00	11,950.00	752,650.00	-11,950.00	101.61	101.61
	----	GENERAL FUND	49,385,399.05	1,349,217.46	48,856,933.27	528,465.78	98.93	98.93

	Obj	Obj	2018-19 ESTIMATED REVENUE	June 2018-19 MTHLY ACTIVITY	2018-19 Activity	REVENUE BALANCE	PERCENT REALIZED	2018-19 YTD %
240		FOOD SERVICE						
5700		REVENUE-LOCAL & INTERMED						
	574-	TRANS FROM WITHIN STATE	1,850.00	61.25	788.36	1,061.64	42.61	42.61
	575-	ENTERPRISING ACTIVITIES	641,984.00	13,637.34	663,102.01	-21,118.01	103.29	103.29
	57--	REVENUE-LOCAL & INTERMED	643,834.00	13,698.59	663,890.37	-20,056.37	103.12	103.12
5800		STATE PROGRAM REVENUES						
	582-	STATE REVENUE DISTRBTD BY TEA	12,000.00	0.00	12,005.68	-5.68	100.05	100.05
	58--	STATE PROGRAM REVENUES	12,000.00	0.00	12,005.68	-5.68	100.05	100.05
5900		FEDERAL PROGRAM REVENUES						
	592-		1,792,748.00	197,020.99	1,645,536.71	147,211.29	91.79	91.79
	59--	FEDERAL PROGRAM REVENUES	1,792,748.00	197,020.99	1,645,536.71	147,211.29	91.79	91.79
7900		OTHER RESOURCES						
	791-		26,604.00	26,604.20	26,604.20	-0.20	100.00	100.00
	79--	OTHER RESOURCES	26,604.00	26,604.20	26,604.20	-0.20	100.00	100.00
	----	FOOD SERVICE	2,475,186.00	237,323.78	2,348,036.96	127,149.04	94.86	94.86

Number of Accounts: 58

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

	Obj	Obj	2018-19 ESTIMATED REVENUE	June 2018-19 Monthly Activity	2018-19 Activity	REVENUE BALANCE	2018-19 YTD %
199		GENERAL FUND					
	5---	REVENUE	48,644,699.05	1,337,267.46	48,104,283.27	540,415.78	98.89
	7---	OTHER RESOURCES	740,700.00	11,950.00	752,650.00	-11,950.00	101.61
	----	GENERAL FUND	49,385,399.05	1,349,217.46	48,856,933.27	528,465.78	98.93
240		FOOD SERVICE					
	5---	REVENUE	2,448,582.00	210,719.58	2,321,432.76	127,149.24	94.81
	7---	OTHER RESOURCES	26,604.00	26,604.20	26,604.20	-0.20	100.00
	----	FOOD SERVICE	2,475,186.00	237,323.78	2,348,036.96	127,149.04	94.86

Number of Accounts: 58

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

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	June 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
00								
	89--	OTHER USES	1,810,000.00	0.00	1,534,665.97	269,960.38	275,334.03	84.79
	----		1,810,000.00	0.00	1,534,665.97	269,960.38	275,334.03	84.79
11		INSTRUCTION						
	61--	PAYROLL COSTS	20,474,439.00	0.00	20,455,371.29	4,690,313.13	19,067.71	99.91
	62--	PURCHASE & CONTRACTED SVS	276,924.88	12,689.93	222,659.03	10,139.74	41,575.92	80.40
	63--	SUPPLIES AND MATERIALS	598,278.68	18,511.59	514,205.39	121,843.21	65,561.70	85.95
	64--	OTHER OPERATING EXPENSES	67,259.07	919.29	55,673.65	5,429.59	10,666.13	82.77
	----	INSTRUCTION	21,416,901.63	32,120.81	21,247,909.36	4,827,725.67	136,871.46	99.21
12		INST. RESOURCES & MEDIA SVCS						
	61--	PAYROLL COSTS	397,673.00	0.00	357,254.03	83,272.39	40,418.97	89.84
	62--	PURCHASE & CONTRACTED SVS	34,766.00	0.00	33,549.24	25,368.90	1,216.76	96.50
	63--	SUPPLIES AND MATERIALS	40,547.52	25.11	39,007.97	504.69	1,514.44	96.20
	64--	OTHER OPERATING EXPENSES	3,191.37	0.00	3,124.37	0.00	67.00	97.90
	----	INST. RESOURCES & MEDIA S	476,177.89	25.11	432,935.61	109,145.98	43,217.17	90.92
13		CURRICULUM DEV & INST STFF DEV						
	61--	PAYROLL COSTS	168,234.00	0.00	159,025.60	15,477.39	9,208.40	94.53
	62--	PURCHASE & CONTRACTED SVS	65,868.00	0.00	59,269.55	1,250.00	6,598.45	89.98
	63--	SUPPLIES AND MATERIALS	75,216.84	1,138.50	67,980.89	7,643.84	6,097.45	90.38
	64--	OTHER OPERATING EXPENSES	94,053.76	2,137.15	73,533.73	12,817.49	18,382.88	78.18
	----	CURRICULUM DEV & INST STF	403,372.60	3,275.65	359,809.77	37,188.72	40,287.18	89.20
21		INSTRUCTIONAL LEADERSHIP						
	61--	PAYROLL COSTS	766,570.00	0.00	767,845.06	67,285.29	-1,275.06	100.17
	62--	PURCHASE & CONTRACTED SVS	116,709.52	3,390.12	107,951.88	26,791.38	5,367.52	92.50
	63--	SUPPLIES AND MATERIALS	30,027.86	109.81	24,934.73	768.23	4,983.32	83.04
	64--	OTHER OPERATING EXPENSES	19,558.43	840.27	14,276.14	787.91	4,442.02	72.99

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	June 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
21		INSTRUCTIONAL LEADERSHIP						
	----	INSTRUCTIONAL LEADERSHIP	932,865.81	4,340.20	915,007.81	95,632.81	13,517.80	98.09
23		SCHOOL LEADERSHIP						
	61--	PAYROLL COSTS	2,476,923.00	0.00	2,459,858.13	393,796.19	17,064.87	99.31
	62--	PURCHASE & CONTRACTED SVS	38,846.85	2,051.41	34,684.64	2,992.40	2,110.80	89.29
	63--	SUPPLIES AND MATERIALS	24,442.02	239.25	24,498.75	4,129.12	-295.98	100.23
	64--	OTHER OPERATING EXPENSES	14,805.77	45.00	10,482.49	819.43	4,278.28	70.80
	----	SCHOOL LEADERSHIP	2,555,017.64	2,335.66	2,529,524.01	401,737.14	23,157.97	99.00
31		GUIDANCE & COUNSELING						
	61--	PAYROLL COSTS	1,214,010.00	0.00	1,189,167.76	220,030.05	24,842.24	97.95
	62--	PURCHASE & CONTRACTED SVS	81,640.00	0.00	76,594.00	37,500.00	5,046.00	93.82
	63--	SUPPLIES AND MATERIALS	9,249.00	0.00	6,007.14	0.00	3,241.86	64.95
	64--	OTHER OPERATING EXPENSES	9,952.40	156.00	9,191.90	532.08	604.50	92.36
	----	GUIDANCE & COUNSELING	1,314,851.40	156.00	1,280,960.80	258,062.13	33,734.60	97.42
32		SOCIAL WORK SERVICES						
	61--	PAYROLL COSTS	70,120.00	0.00	51,128.86	4,262.71	18,991.14	72.92
	62--	PURCHASE & CONTRACTED SVS	12,000.00	0.00	12,000.00	12,000.00	0.00	100.00
	----	SOCIAL WORK SERVICES	82,120.00	0.00	63,128.86	16,262.71	18,991.14	76.87
33		HEALTH SERVICES						
	61--	PAYROLL COSTS	390,832.00	0.00	374,297.78	87,618.60	16,534.22	95.77
	62--	PURCHASE & CONTRACTED SVS	675.00	0.00	0.00	0.00	675.00	0.00
	63--	SUPPLIES AND MATERIALS	8,129.20	0.00	5,936.93	362.67	2,192.27	73.03
	64--	OTHER OPERATING EXPENSES	1,030.00	0.00	880.00	100.00	150.00	85.44
	----	HEALTH SERVICES	400,666.20	0.00	381,114.71	88,081.27	19,551.49	95.12

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	June 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
34		PUPIL TRANSPORTATION						
	61--	PAYROLL COSTS	1,395,212.00	0.00	1,404,340.30	131,699.99	-9,128.30	100.65
	62--	PURCHASE & CONTRACTED SVS	39,640.55	1,582.81	26,063.55	1,187.30	11,994.19	65.75
	63--	SUPPLIES AND MATERIALS	376,357.37	13,319.16	338,852.87	26,657.51	24,185.34	90.03
	64--	OTHER OPERATING EXPENSES	-93,367.92	200.00	-108,419.12	-32.33	14,851.20	116.12
	----	PUPIL TRANSPORTATION	1,717,842.00	15,101.97	1,660,837.60	159,512.47	41,902.43	96.68
36		COCURR./EXTRACURR.ACTIVITIES						
	61--	PAYROLL COSTS	1,033,458.00	0.00	1,088,633.39	193,334.79	-55,175.39	105.34
	62--	PURCHASE & CONTRACTED SVS	144,241.41	3,989.70	125,383.09	8,953.23	14,868.62	86.93
	63--	SUPPLIES AND MATERIALS	173,381.21	3,124.68	163,780.05	22,958.28	6,476.48	94.46
	64--	OTHER OPERATING EXPENSES	374,849.89	1,461.31	309,349.06	2,932.77	64,039.52	82.53
	66--	CPTL OUTLY LAND BLDG & EQ	6,000.00	449.25	5,496.11	4,420.45	54.64	91.60
	----	COCURR./EXTRACURR.ACTIVIT	1,731,930.51	9,024.94	1,692,641.70	232,599.52	30,263.87	97.73
41		GENERAL ADMINISTRATION						
	61--	PAYROLL COSTS	1,259,294.00	0.00	1,243,530.70	125,295.05	15,763.30	98.75
	62--	PURCHASE & CONTRACTED SVS	144,107.98	4,023.99	134,374.79	9,717.67	5,709.20	93.25
	63--	SUPPLIES AND MATERIALS	96,876.13	2,587.16	82,938.86	3,707.97	11,350.11	85.61
	64--	OTHER OPERATING EXPENSES	136,871.26	3,723.59	129,888.16	22,273.08	3,259.51	94.90
	66--	CPTL OUTLY LAND BLDG & EQ	0.00	0.00	0.00	-1,016.50	0.00	0.00
	----	GENERAL ADMINISTRATION	1,637,149.37	10,334.74	1,590,732.51	159,977.27	36,082.12	97.16
51		PLANT MAINTENANCE & OPERATIONS						
	61--	PAYROLL COSTS	2,622,351.00	0.00	2,749,612.27	249,855.97	-127,261.27	104.85
	62--	PURCHASE & CONTRACTED SVS	1,507,202.55	14,115.31	1,297,292.45	127,419.60	195,794.79	86.07
	63--	SUPPLIES AND MATERIALS	447,557.38	20,165.05	397,507.13	25,670.33	29,885.20	88.82
	64--	OTHER OPERATING EXPENSES	186,999.12	503.00	180,999.38	1,242.66	5,496.74	96.79
	66--	CPTL OUTLY LAND BLDG & EQ	83,500.95	0.00	83,560.95	18,300.08	-60.00	100.07
	----	PLANT MAINTENANCE & OPERA	4,847,611.00	34,783.36	4,708,972.18	422,488.64	103,855.46	97.14

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	June 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
52		SECURITY & MONITORING SERVICES						
	61--	PAYROLL COSTS	132,177.00	0.00	73,170.26	9,464.12	59,006.74	55.36
	62--	PURCHASE & CONTRACTED SVS	78,749.00	6,123.47	108,916.48	102,000.00	-36,290.95	138.31
	63--	SUPPLIES AND MATERIALS	2,500.00	0.00	2,373.80	689.04	126.20	94.95
	----	SECURITY & MONITORING SER	213,426.00	6,123.47	184,460.54	112,153.16	22,841.99	86.43
53		DATA PROCESSING SERVICES						
	61--	PAYROLL COSTS	663,700.00	0.00	621,593.01	51,358.46	42,106.99	93.66
	62--	PURCHASE & CONTRACTED SVS	226,785.20	1,190.65	225,008.27	5,624.79	586.28	99.22
	63--	SUPPLIES AND MATERIALS	453,748.46	15,812.94	439,511.47	47,718.58	-1,575.95	96.86
	64--	OTHER OPERATING EXPENSES	35,339.20	295.00	34,085.04	554.42	959.16	96.45
	66--	CPTL OUTLY LAND BLDG & EQ	740,700.00	0.00	740,700.00	0.00	0.00	100.00
	----	DATA PROCESSING SERVICES	2,120,272.86	17,298.59	2,060,897.79	105,256.25	42,076.48	97.20
61		COMMUNITY SERVICES						
	61--	PAYROLL COSTS	65,737.00	0.00	47,360.30	5,707.90	18,376.70	72.05
	64--	OTHER OPERATING EXPENSES	600.00	0.00	470.10	47.46	129.90	78.35
	----	COMMUNITY SERVICES	66,337.00	0.00	47,830.40	5,755.36	18,506.60	72.10
71		DEBT SERVICES						
	65--	DEBT SERVICE	483,519.70	0.00	469,913.31	0.00	13,606.39	97.19
	----	DEBT SERVICES	483,519.70	0.00	469,913.31	0.00	13,606.39	97.19
91		INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	7,473,263.00	0.00	5,439,969.00	1,089,434.00	2,033,294.00	72.79
	----	INTERGOVERNMENTAL CHARGES	7,473,263.00	0.00	5,439,969.00	1,089,434.00	2,033,294.00	72.79

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	June 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
99		OTHR INTERGOVERNMENTAL CHARGES						
	62--	PURCHASE & CONTRACTED SVS	755,500.00	0.00	735,879.80	187,445.37	19,620.20	97.40
	----	OTHR INTERGOVERNMENTAL CH	755,500.00	0.00	735,879.80	187,445.37	19,620.20	97.40
	----	GENERAL FUND	50,438,824.61	134,920.50	47,337,191.73	8,578,418.85	2,966,712.38	93.85

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	June 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
240		FOOD SERVICE						
35		FOOD SERVICES						
	61--	PAYROLL COSTS	1,034,751.00	0.00	1,044,474.07	93,471.94	-9,723.07	100.94
	62--	PURCHASE & CONTRACTED SVS	82,555.00	1,409.71	73,462.70	11,061.54	7,682.59	88.99
	63--	SUPPLIES AND MATERIALS	1,335,076.00	70,947.45	1,075,670.74	27,263.54	188,457.81	80.57
	64--	OTHER OPERATING EXPENSES	16,200.00	1,209.65	12,970.92	1,919.86	2,019.43	80.07
	----	FOOD SERVICES	2,468,582.00	73,566.81	2,206,578.43	133,716.88	188,436.76	89.39
	----	FOOD SERVICE	2,468,582.00	73,566.81	2,206,578.43	133,716.88	188,436.76	89.39

Number of Accounts: 2352

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

	Obj	Obj	2018-19 BUDGET	ENCUMBRANCE YTD	2018-19 EXPENDITURES	June 2018-19 ACTIVITY	BALANCE	2018-19 YTD %
199		GENERAL FUND						
	6---	EXPENDITURES	48,628,824.61	134,920.50	45,802,525.76	8,308,458.47	2,691,378.35	94.19
	8---	OTHER USES	1,810,000.00	0.00	1,534,665.97	269,960.38	275,334.03	84.79
	----	GENERAL FUND	50,438,824.61	134,920.50	47,337,191.73	8,578,418.85	2,966,712.38	93.85
240		FOOD SERVICE						
	6---	EXPENDITURES	2,468,582.00	73,566.81	2,206,578.43	133,716.88	188,436.76	89.39
	----	FOOD SERVICE	2,468,582.00	73,566.81	2,206,578.43	133,716.88	188,436.76	89.39

Number of Accounts: 2352

24

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

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

Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount
651 R 00 7915 00 000 0 00 0 00				CPF - MAINTENANCE		OPERATING TRANSFERS IN					
06/06/19	JE		18-00730		2	TRANSPORTATION FACILITY TRANSFER		06/06/19			-1,374.30
06/13/19	JE		18-00750		2	TRANSPORTATION FACILITY TRANSFER		06/13/19			-267,086.08
06/26/19	JE		18-00773		2	TRANSPORTATION FACILITY TRANSFER		06/26/19			-1,500.00
						June					-269,960.38
						*651 R 00 7915 00 000 0 00 0 00					-269,960.38
						*Journal Entries					-269,960.38
651 R 00 79-- -- --- - -- - --				CPF - MAINTENANCE							
651 R 00 ---- -- --- - -- - --				CPF - MAINTENANCE							

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651 E 81 6629 42 934 0 99 0 00				CPF - MAINTENANCE		BUILDING PURCHASE/CONST/IMPRVM					
06/06/19	AP		JS	CITY OF MARBLE FALLS	6001900071	MT - TD SITE CITY PERMITS	2019346	05/29/19	1801	06/06/19	209.80
06/06/19	AP		JS	MOBILE MODULAR MANAGEMENT CORPORATION	6001900016	MT - TD SITE RELOCATION RESTROOMS	1948275	05/20/19	1802	06/06/19	1,164.50
06/12/19	AP		JS	AMERICAN FENCE CO	6001900067	W.O. #9129 - TD ENTRY GATE	000364411	05/24/19	1803	06/13/19	1,097.00
06/12/19	AP		JS	NELSON LEWIS INC	6001900072	MT - TD SITE PRK AREAS PAVING	11	05/31/19	1804	06/13/19	265,989.08
06/19/19	JE		18-00756		1			06/19/19			835.38
06/26/19	AP		JS	GLOBAL EQUIPMENT COMPANY INC	6001900070	TD-PALLET RACKS	114404551	05/31/19	1809	06/27/19	967.75
06/26/19	AP		JS	GLOBAL EQUIPMENT COMPANY INC	6001900070	TD-PALLET RACKS	114433911	06/07/19	1809	06/27/19	364.26
						June					270,627.77

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
6001900010	2018	W.O. #9129 - TD SITE RELOCATIO	ELLIOTT ELECTRIC SUP	08/29/2018	1,000.00	1,000.00	874.39	0.00	125.61	O
6001900016	2018	MT - TD SITE RELOCATION RESTRO	MOBILE MODULAR MANAG	10/31/2018	31,622.00	31,622.00	23,266.50	0.00	8,355.50	O
6001900021	2018	W.O. #9129 - TD SITE RELOCATIO	ELLIOTT ELECTRIC SUP	11/30/2018	1,000.00	1,000.00	895.11	0.00	104.89	O
6001900022	2018	WO#9129-NEW TD-CONST/ELECT	FERGUSON ENTERPRISES	12/03/2018	1,000.00	1,000.00	510.56	0.00	489.44	O
6001900069	2018	W.O. #15000 - TD SITE PRK LOT	ELLIOTT ELECTRIC SUP	05/24/2019	29,000.00	29,000.00	0.00	0.00	29,000.00	O
				*Total	63,622.00	63,622.00	25,546.56	0.00	38,075.44	
				*651 E 81 6629 42 934 0 99 0 00						270,627.77
				*Accounts Payable						269,792.39
				*Journal Entries						835.38

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651 E 81 6629 46 103 0 99 0 00 CPF - MAINTENANCE — BUILDING PURCHASE/CONST/IMPRVM

P.O. #	*Year	Description	Vendor	P.O. Date	PO Amount	PO Enc Amount	Liquidated	Adj Enc Amount	Amount Open	Sts
6001900021	2018	W.O. #9129 - TD SITE RELOCATIO	ELLIOTT ELECTRIC SUP	11/30/2018	0.00	0.00	0.00	0.00	0.00	O

* The Year column displays the first year of the fiscal year pair (2019 for 2019-2020).

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

651 E 81 6629 46 103 0 99 0 00 (continued)

Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount
P.O. #	***Year**	**Description**		**Vendor**	**P.O. Date**	**PO Amount**	**PO Enc Amount**	**Liquidated**	**Adj Enc Amount**	**Amount Open**	**Sts**
					*Total	0.00	0.00	0.00	0.00	0.00	
					*651 E 81 6629 46 103 0 99 0 00						0.00

651 E 81 66-- -- --- - -- - -- CPF - MAINTENANCE

651 E 81 ---- -- --- - -- - -- CPF - MAINTENANCE

651 - -- ---- -- --- - -- - -- CPF - MAINTENANCE

Total for Accounts Payable	269,792.39
Total for Journal Entries	-269,125.00
Grand Total	667.39

Number of Accounts: 3

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

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

Marble Falls Independent School District
Investment Report
For The Quarter Ended June 30, 2019

Investment Description	Average Yield	Maturity Date	Beginning Book / Market Value	Paid Interest	Deposits & Withdrawals	Ending Book / Market Value
General Fund:						
BXS - Finance	1.41%	Liquid	$ 272,190.02	$ 859.05	$ 133,526.51	$ 406,575.58
BXS - Money Market	1.41%	Liquid	$ 682,960.56	$ 1,671.09	$ 670,176.75	$ 1,354,808.40
BXS - Payroll	1.41%	Liquid	$ 867,535.78	$ 3,334.08	$ 126,223.39	$ 997,093.25
Lone Star	2.53%	Liquid	$ 27,745,328.68	$ 144,300.37	$ (11,416,810.68)	$ 16,472,818.37
Total General Fund			**$ 29,568,015.04**	**$ 150,164.59**	**$ (10,486,884.03)**	**$ 19,231,295.60**
Debt Service Fund:						
BXS - Debt Service	1.41%	Liquid	$ 3,771.83	$ 13.53	$ -	$ 3,785.36
Lone Star	2.53%	Liquid	$ 10,744,227.08	$ 69,833.38	$ 286,578.23	$ 11,100,638.69
Total Debt Service Fund			**$ 10,747,998.91**	**$ 69,846.91**	**$ 286,578.23**	**$ 11,104,424.05**
Capital Projects Fund:						
BXS - Capital Projects	1.41%	Liquid	$ 152,119.06	$ 420.92	$ 401,832.47	$ 554,372.45
Lone Star	2.53%	Liquid	$ 27,253,709.88	$ 169,545.31	$ (1,739,381.59)	$ 25,683,873.60
Texas CLASS Government	2.41%	Liquid	$ 13,527,840.05	$ 81,857.40	$ -	$ 13,609,697.45
TXCLASS	2.48%	Liquid	$ 14,031,082.25	$ 89,420.99	$ -	$ 14,120,503.24
Total Capital Projects Fund			**$ 54,964,751.24**	**$ 341,244.62**	**$ (1,337,549.12)**	**$ 53,968,446.74**
Total Investments			**$ 95,280,765.19**	**$ 561,256.12**	**$ (11,537,854.92)**	**$ 84,304,166.39**

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

David Hemond
Accounting Supervisor

Melissa Lafferty
Executive Director of Finance

Marble Falls Independent School District
Annual Investment Report
June 30, 2019

Investment Description	Average Yield	Maturity Date	Beginning Book / Market Value	Paid Interest	Deposits & Withdrawals	Ending Book / Market Value
General Fund:						
BXS - Finance	1.41%	Liquid	$ 241,733.78	$ 3,326.31	$ 161,515.49	$ 406,575.58
BXS - Money Market	1.41%	Liquid	$ 908,148.40	$ 7,883.40	$ 438,776.60	$ 1,354,808.40
BXS - Payroll	1.41%	Liquid	$ 931,004.39	$ 10,713.94	$ 55,374.92	$ 997,093.25
Lone Star	2.53%	Liquid	$ 15,687,099.88	$ 422,904.43	$ 362,814.06	$ 16,472,818.37
Total General Fund			**$ 17,767,986.45**	**$ 444,828.08**	**$ 1,018,481.07**	**$ 19,231,295.60**
Debt Service Fund:						
BXS - Debt Service	1.41%	Liquid	$ 3,518.72	$ 266.64	$ -	$ 3,785.36
Lone Star	2.53%	Liquid	$ 9,288,222.83	$ 190,118.44	$ 1,622,297.42	$ 11,100,638.69
Total Debt Service Fund			**$ 9,291,741.55**	**$ 190,385.08**	**$ 1,622,297.42**	**$ 11,104,424.05**
Capital Projects Fund:						
BXS - Capital Projects	1.41%	Liquid	$ 301,068.67	$ 1,102.74	$ 252,201.04	$ 554,372.45
Lone Star	2.53%	Liquid	$ -	$ 270,076.88	$ 25,413,796.72	$ 25,683,873.60
Texas CLASS Government	2.41%	Liquid	$ -	$ 109,697.45	$ 13,500,000.00	$ 13,609,697.45
TXCLASS	2.48%	Liquid	$ -	$ 120,503.24	$ 14,000,000.00	$ 14,120,503.24
Total Capital Projects Fund			**$ 301,068.67**	**$ 501,380.31**	**$ 53,165,997.76**	**$ 53,968,446.74**
Total Investments			**$ 27,360,796.67**	**$ 1,136,593.47**	**$ 55,806,776.25**	**$ 84,304,166.39**

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

David Hemond
Accounting Supervisor

Melissa Lafferty
Executive Director of Finance

Accessible Instructional Materials/Accessible Educational Materials

FRAMEWORK (WHAT'S REQUIRED):

Section 504 of The Rehabilitation Act ([504]1973), the Americans with Disabilities Act ([ADA]1990), and the 2004 reauthorization of the Individuals with Disabilities Education Act (IDEA) all require schools to provide all students with disabilities equitable access to all instructional materials required in the K/12 classroom. These include materials that may be required by the state (e.g. textbooks), district (e.g. additional required readings), or classroom teacher (e.g. syllabus). Understanding this requirement and how to provide these materials in specialized formats (Braille, large print, or digital) in a timely manner is the responsibility of all classroom teachers.

PERSONS RESPONSIBLE:

Administration, Case Managers, Occupational Therapy, Physical Therapy, and Assistive Technology Services

TIMELINES:

Instructional/Educational materials are expected to be made available to students in accessible formats within a reasonable timeline. Most materials are expected to be created in an accessible format thereby requiring no delay in providing an accessible format for the students who require an accessible format.

METHODS (WHAT WE DO):

Instructional/educational materials typically are provided for students in one of five formats: physical objects (manipulatives), print/ (textbooks), audio (video, audiobooks), digitized (software or web-based content). The method of providing AIM/AEM will vary depending on the individual need of the learner to access the material and the type of material.

For students with a disability identified under the ADA, 504 or the IDEA, schools provide AIM/AEM following one or more of the following processes depending on the type of material:

- Physical objects (manipulatives): To identify strategies for providing students with disabilities AIM/AEM involving physical objects,
- Print/text-based (textbooks): The Marble Falls ISD requires that all print/text-based instructional/educational materials purchased as of the 2019-2020 school year be made available in digital formats and meet the Marble Falls ISD accessibility standards.

Eligible students may have print/text-based materials provided in a digital or audio format.

Students with visual impairments are provided assistive technology devices providing them access to instructional/educational materials specifically identified to meet their individual learning needs through the recommendations of a certified teacher for students with visual impairment. These access needs are documented in the student's individualized educational program (IEP). Audio (video, audiobooks):

The Marble Falls ISD recommends all video/audio based instructional/educational materials purchased as of the 2019-2020 school year be made available with closed captioning. Teachers accessing video/audio materials through the Internet are encouraged to select materials with closed captioning.

Students with auditory impairments are supported with accommodations and/or assistive technology devices providing them access to instructional/educational materials specifically identified to meet their individual learning needs through the recommendations of a certified teacher for students with auditory impairment. These access needs are documented in the student's individualized educational program (IEP). Digital (computer, web-based):

Students with physical disabilities limiting their ability to independently access school computers and web-based content are supported with accommodations and/or assistive technology devices providing them access to instructional/educational materials. These supports are specifically identified to meet their individual learning needs of the student through the ARD/IEP process.

AIM/AEM Decision Making Tools

- The National Center for Accessible Educational Materials provides two resources to support school teams in making AIM/AEM decisions aligned to individual student strengths and needs.
- The AEM Navigator® facilitates a decision-making team (ARDC) to identify the instructional materials the student may have difficulty accessing and the supports to consider for the student.
- The AEM Explorer® is a simulation tool allowing individuals to experience the support provided by various computer-based tools and determine which tools may be beneficial for the student.

ACCOMMODATIONS, MODIFICATIONS, SUPPLEMENTARY AIDS AND SERVICES

FRAMEWORK (WHAT'S REQUIRED):

Supplementary aids and services, special education, and related services must be based on peer-reviewed research to the extent practicable. The admission, review, and dismissal (ARD) committee must determine needed supplementary aids and services to be provided to the child, or on behalf of the child (34 CFR 300.320(a)(4), 20 USC 1414(d)(1)(A)(i)(IV)19,TAC 89.1050(a)(1)).

The term "supplementary aids and services " means aids, services, and other supports that are provided in general education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable the child with a disability to be educated with nondisabled children to the maximum extent appropriate (34 CFR300.42 and 20 USC 1401(33)).

The ARD committee must determine needed program modifications or supports for school personnel that will be provided to the child to enable the child to: advance appropriately toward attaining the annual goals; be involved in and make progress in the general education curriculum, and be afforded an equal opportunity to participate in extracurricular and other nonacademic activities including meals, recess periods, counseling services, athletics, transportation, health services, recreational activities; special interest groups or clubs sponsored by the local educational agency (LEA), referrals to other agencies that provide assistance to individuals with disabilities, and employment of children, including both employment by the LEA and assistance in making outside employment available (34 CFR300.117, 34 CFR 300.107, 20 USC 1414(d)(1)(A)(i)(IV).

The LEA is required to provide training to an educator who works primarily outside the area of special education only if the educator does not possess the knowledge and skills necessary to implement the IEP developed for the child receiving instruction from the educator (TEC 21.451(e) and TEC 21.451(d)(2)).

TIMELINES:

Considered at each annual ARD and can be discussed at any ARD.

PERSONS RESPONSIBLE:

ARD Committee, ARD Facilitator, Case Manager, All teachers or related service specialists

METHODS (WHAT WE DO):

Accommodations

An accommodation is a change in the teaching or testing procedures in order to provide students access to information and to create an equal opportunity to demonstrate content knowledge and skills.

An instructional accommodation does not change what the student is expected to master; therefore, curriculum content remains intact.

In Texas, an accommodation is defined as practices and procedures that are "intended to reduce or even eliminate the effects of student's disability, but do not reduce learning expectations".

MFISD general education teachers are provided the ‘accommodations data collection form’ through eSped portal for each student receiving accommodations at the start of a new school year, new semester, and upon changes in the IEP. The expectation is teachers and/or paraprofessionals will document the implementation of accommodations and provide feedback and data to guide IEP progress reporting and ARD decision making.

Modifications

A modification is a change in what the student is expected to learn and/or demonstrate.

An instructional modification indicates what is being taught the - curriculum content - is altered.

As an example, students may not be required to learn all of the course objectives but only targeted objectives.

A curriculum modification reduces content and skills the student is required to learn.

In Texas, a modification is defined as "practices and procedures that change the nature of the task or target skill".

MFISD Special education teachers are responsible for ensuring modifications are made according to IEP. Samples of modified content assignments and/or tests will be maintained to support documentation of implementation.

Accommodations and modifications should be individualized and routinely used during classroom instruction and testing. Data regarding the use of accommodations and modifications, such as observational reports and/or assignment/test scores with/without the use of accommodations should be collected and analyzed on a regular basis to determine (a) if the accommodations are being implemented as specified by the student's ARD Committee and (b) if the student is benefitting from the use of the accommodations and modifications.

Supplementary Aids and Services:

Supplementary aids and services are provided in general education classes, other education-related settings, and in extracurricular and nonacademic settings, to enable children with disabilities to be educated with nondisabled children to the maximum extent appropriate.

Frequency, Duration, and Location of Services**:**

The student's IEP must include information about the amount of services that will be provided so that the level of MFISD's commitment of resources will be clear to parents and other ARD Committee members. The ARD Committee is responsible for documenting in the student's IEP the projected date for the beginning of services and the anticipated frequency, location, and duration of those services. Requirements for documenting the provision of related services include:

- Frequency: Describes how often the child will receive the service(s), e.g., number of times per day or week. If the services is provided less than daily then the conditions for the provision of services must be clearly specified within the ARD documents using a weekly reference (ex: 1 hour per week, 30 minutes every two weeks)
- Duration: Describes how long each "session" will last (number of minutes) and when the services will begin and end (starting and ending dates)

- Location: Describes where the services will be provided (in the general education classroom or another setting such as a special education resource room

Additional information regarding frequency, duration and location is available at:

TEA Frequency, Duration, and Location

Students with disabilities must have available an instructional day commensurate with that of students without disabilities. The ARD Committee will determine the appropriate instructional setting and length of day for each student.

Consideration of Special Factors:

The IEP should document consideration of special factors including:

- The communication needs of the student,
- In the case of a student with limited English proficiency, the language needs of the student as those needs relate to the student's IEP, and
- In the case of a student whose behavior impedes his/her learning or that of others, consideration of positive behavioral interventions, strategies, and supports to address that behavior.

Adaptive Equipment

FRAMEWORK (WHAT'S REQUIRED):

Students with disabilities, whether identified under the Individuals with Disabilities Education Act (IDEA, [2004]), Section 504 of the Rehabilitation Act (504, [1973]), or the Americans with Disabilities Act (ADA,[1990]), occasionally require adaptive equipment to enable them to achieve their highest level of independence with an activity or in the context of a setting. This adaptive equipment may be required across school and home settings and therefore be described as a personal use item or may be required specifically for a student to access, participate in, and thus benefit from the instructional program provided at school.

PERSONS RESPONSIBLE:

Occupational Therapy, Physical Therapy, and Assistive Technology Services.

TIMELINES:

Marble Falls ISD will make every effort to meet the adaptive equipment needs of a student with a disability within a reasonable timeline. The actual timeline required may vary depending on the availability of the equipment and the process needed to acquire equipment if not already available within the district.

METHODS (WHAT WE DO):

The Marble Falls ISD Office of Special Services (OSS) supports campus administrators to consider appropriate options to support students with disabilities to access, participate in, and benefit from instruction on the campus. There are three channels in which a student's need for adaptive equipment is typically identified: medical prescription; campus concern for the student's safety; or related service evaluation.

Medical Prescription:
When a child's need for adaptive equipment is identified by a medical practitioner, a physician typically prescribes the equipment to meet the personal use needs of the student. The medical practitioner assists the family to identify the avenues for obtaining the equipment through private insurance, Medicaid, or a social service agency. This equipment is typically custom fitted to the student's specific needs related to the level of impairment the student experiences due to disability and the functional outcomes to be achieved by the equipment.

If a family needs support in obtaining the personal use adaptive equipment a student may require, assistance should be requested from the Marble Falls ISD OSS or counselor supporting the campus. This assistance will typically support the family in connecting with community resources and social agencies.

Related Service Evaluation:

When durable adaptive equipment is identified through occupational therapy, physical therapy, or assistive technology evaluation, the adaptive equipment is provided through the OSS. This equipment is typically identified as assistive technology in the student's individualized educational program (IEP) and is recommended specifically to assist the student to access/participate in and thus benefit from the instructional program. This equipment is durable and is designated for use only by the student for which it is assigned by the evaluator. While consumable instructional materials may also be included as suggested interventions from these evaluation processes, consumable instructional materials are the

responsibility of the campus to provide for all students when necessary including students with disabilities.

If a need for considering a student with disability's need for adaptive equipment to access, participate in and thus benefit from the instructional program, the campus team should follow the procedures for requesting a screening by Occupational Therapy services, Physical Therapy services, or submit a request for Assistive Technology.

Alternate Curriculum and Assessment

FRAMEWORK (WHAT'S REQUIRED):

300.114 LRE requirements. (a) General. (2) Each public agency must ensure that—(i) To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and (ii) Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. (34 CFR 300.115 (b)).

(c) Alternate assessments. (1) A State (or, in the case of a district-wide assessment, an LEA) must develop and implement alternate assessments and guidelines for the participation of children with disabilities in alternate assessments for those children who cannot participate in regular assessments, even with accommodations, as indicated in their respective IEPs, as provided in paragraph (a) of this section. (2) For assessing the academic progress of students with disabilities under Title I of the ESEA, the alternate assessments and guidelines in paragraph (c)(1) of this section must provide for alternate assessments that—(i) Are aligned with the State's challenging academic content standards and challenging student academic achievement standards; (ii) If the State has adopted alternate academic achievement standards permitted in 34 CFR 200.1(d), measure the achievement of children with the most significant cognitive disabilities against those standards, and

(iii) Except as provided in paragraph (c)(2)(ii) of this section, a State's alternate assessments, if any, must measure the achievement of children with disabilities against the State's grade-level academic achievement standards, consistent with 34 CFR 200.6(a)(2)(ii)(A). (3) Consistent with 34 CFR 200.1(e), a State may not adopt modified academic achievement standards for any students with disabilities under section 602(3) of the Act. (34 CFR 300.160(c)).

PERSONS RESPONSIBLE:

Special Education Teachers, ARD Committee

TIMELINES:

Will be addressed at every annual ARD.

METHODS (WHAT WE DO):

Alternate Curriculum:

Students with significant cognitive disabilities participate in an alternate curriculum using ***Unique Learning System®*** as an instructional resource. Unique Learning System® is an online, standards-based set of interactive tools specifically designed for students with special needs to access the general curriculum. It provides elementary through transition students with rigorous, standards-based materials specifically designed to meet their instructional needs. Unique provides instructional targets to link academic content standards to curriculum content for students with special needs. Instructional targets are aligned to state educational and transition standards. The alternate curriculum is aligned to the TEKS and STAAR Alternate assessment and is also based upon grade level content. Monthly lesson plans and

materials address these critical skills in reading, writing, math, science and social studies with embedded transitional outcomes.

Alternate Curriculum Participation Requirements:

Prior to determining if the alternate curriculum is appropriate for a student with a disability, the admission, review, and dismissal (ARD)/ Individualized Education Program (IEP) committee must understand the characteristics of the student's disability that warrants participation in the alternate curriculum and the potential future implications of this decision.

STAAR Alternate 2 Participation Requirements see State Assessment Operational Guideline

ARD - IEP Process

FRAMEWORK:

Each local educational agency (LEA) must establish an admission, review and dismissal (ARD) committee for each eligible child with a disability and for each child for whom an initial Full and Individual Evaluation is conducted, 19 TAC §89.1050(a). The ARD committee is the: (1) Eligibility team defined in 34 CFR §300.306 Individualized education program (IEP) team defined in 34 CFR §300.321 . Placement team defined in 34 CFR §300.116. The term IEP means a written statement for each child with a disability that is developed, reviewed and revised in accordance with the ARD committee framework. The ARD committee must review the child's IEP periodically, but not less frequently than annually, to determine whether the annual goals are being achieved. The ARD committee must determine the child's placement at least annually, 34 CFR §300.116 (b)(1).
The ARD committee may meet more often than annually to revise the student's IEP, as appropriate, to address: (a) any lack of expected progress toward the annual goals, (b) the results of any reevaluation, (c) information about the student provided to, or by the parents, (d) anticipated needs of the student or (e) other concerns, 34 CFR §300.324(b)(1)(ii).

Translation IEP: 89.1050(i)(1)
Translation ARD Notice: 89.1050(f)
Translation Prior Written Notice: 300.503(c)(2)

PERSONS RESPONSIBLE:

The ARD committee must include:

- The parent/guardian of a child with a disability
- The student if age appropriate
- A regular education teacher of the child
- A special education teacher
- A representative of the local education agency (usually a campus administrator)
- A person qualified to interpret evaluation (can be a teacher if it is not an initial evaluation or re-evaluation)

Other staff that may be included are:

- A member of the language proficiency assessment committee (LPAC) must determine language needs that might impact a student's IEP
- A representative from Career and Technical Education (CTE)
- Outside agencies (which parents must sign in agreement for them to attend)

TIMELINES:

The IEP must be in effect at the beginning of each school year for every student with a disability and addressed at least annually.

METHODS (WHAT WE DO)

The Admission Review Dismissal (ARD) committee must meet at least annually to review a student's placement.

Translation of ARDC:

The ARD Facilitator should consider the parent/guardian native language and the need for translation services prior to scheduling the ARDC meeting. If a parent/guardian requires translation services for the ARDC the ARD facilitator will utilize the trained bilingual translators designated on their campus. If the parent/guardians require translation for a language other than Spanish the ARD Facilitator will contact the Office of Special Services to arrange translation services. All ARDCs requiring translation services will be audiotaped and a copy of the recording will be provided for the parent/guardian. The audio recording is also uploaded to the eSTAR archive for the student.

Scheduling of ARDC:

ARD Facilitator:

- Maintains campus calendar of annual ARD due dates
- Works with parents and campus staff to identify a mutually agreeable time to convene ARDC meeting with a minimum of 5 school days for written notice (preferably minimum of 2 weeks prior)
- Sends notice to parents/guardians/adult students with RSVP. Notifies campus/district staff as appropriate. Provides notice in native language as needed.
- Provide email or phone reminders to parents/guardians/adult students prior to the meeting date.

Note: If the parent responds to the notice advising representation from an outside agency or legal representative, the ARD Facilitator will provide the parent with a Request for Release of Confidential Information to be signed and will arrange for appropriate district personnel to be present. This may result in a rescheduling of the meeting if necessary. An updated Notice of ARD including additional persons invited to the ARD will be provided.

Duties of the ARD/IEP Committee:

- The ARD/IEP Committee makes decisions concerning the educational program for students who are eligible to receive special education services.
- Reviews data from the student's assessment
- Establishes eligibility for special education services
- Develops and reviews the IEP
- Provides an audio-taped copy of the student's ARD/IEP committee meeting in the parent's native language if the parent does not speak and understand English. Provides an interpreter in the parent's native language.
- Provide for educational placement in the least restrictive environment appropriate to meet the
- needs of the student
- Makes decisions regarding the promotion or retention of students with disabilities receiving special
- education services
- Makes decisions about student participation in local and state assessments.
- All participants are expected to exhibit professional conduct during the meeting. Rudeness and abusive language will not be tolerated and such behavior can be cause for discontinuing the meeting.

Mutual Agreement Procedure

All members of the ARD committee have the responsibility of acting as a team to work collaboratively to develop the appropriate individualized education program for the special education student.

Required ARD members constitute the decision-making team that must make decisions concerning the student's eligibility, IEP, and placement. Mutual agreement is between the parent/guardian/adult student and the LEA representative. If any required member disagrees with one or more of these required elements a statement of the disagreement and reasons for it should be attached to the ARD document. The procedure for assisting the ARD committee members to come to a mutual agreement is described below.

If a parent disagrees with one or more required elements of the ARD, the following procedure should be followed:

1. Identify areas of agreement and disagreement.
2. Offer the parent a recess of no more than 10 school days.
3. Determine a mutually agreeable date, time and place for the ARD meeting to be held following the recess.
4. Complete the ARD notification form and give to the parent.
5. During the recess period, the parents and the other members of the ARD committee are expected to gather data, review information, consider other choices and secure any documentation that will assist the committee in coming to a mutual agreement concerning the student's eligibility, IEP, and/or placement.

The ten-day recess is offered one time. If the parent is still not in agreement following the second ARD meeting, the district implements the district proposed IEP. The parent may add a second statement concerning the disagreement into the ARD.

Executive Director of Special Services is to be notified within 48 hours if an ARDC meeting ends in disagreement by the ARD facilitator.

<u>Upon close of ARDC meeting:</u>

- Parents/guardians are provided a copy of the ARD/IEP through eSTAR document share portal unless a hard copy is requested
- A hard copy of the ARD/IEP is taken to the central office by the ARD Facilitator to be placed in the student's audit file.
- ARD facilitator notifies all appropriate staff of completion of ARD/IEP and of access through eSTAR document share portal. Staff is required to sign for the documents in the document share portal stating they have received and reviewed the documents. The ARD facilitator then prints the verification and file it in the student’s audit folder at the central office.
- A copy of the ARDC/IEP documentation will be provided in the parent/guardian home language. If the home language is something other than English or Spanish the ARD Facilitator will contact the Office of Special Services to request a translation of the document into the parent/guardians home language.

Assistive Technology:

FRAMEWORK (WHAT'S REQUIRED):

The first step in considering a student's need for AT is to understand that "assistive technology" is defined under federal and state legislation as both a device and a service. "Assistive Technology device means any item, piece of high and low technology equipment or product system, whether acquired commercially off the shelf, modified, or customized that is used to increase, maintain, or improve the functional capabilities or increase the independence of a student with a disability. The term assistive technology does not include a surgically implanted device or the replacement of such device." CFR 300.324(a)(2)(v)

PERSONS RESPONSIBLE:

Occupational Therapy, Physical Therapy, and Assistive Technology Services.

METHODS (WHAT WE DO):

Determining if a student needs AT begins with a referral from a parent, ARD committee member, teacher, or other qualified support staff (OT, PT, SLP, Audiologist, VI Teacher, Classroom teacher, SPED teacher).

Upon referral, the qualified professional will request consent to proceed with a **formal AT evaluation**. The formal AT report shall be prepared and reviewed at the ARD/IEP meeting.

Recommendations for AT Supports to include in the evaluation:

1. Student history/background information (RTI data, previous supports, etc.)
2. Instructional modifications or accommodations
3. Classroom instructional strategies
4. Assistive technology devices and supports recommended enhancing student's IEP

Other information to consider includes:

- Student moves into the district with documentation indicating he or she received AT supports/device as part of their previous IEP
- AT device currently utilized is approaching 3 years old

Assistive Technology considered in the IEP:

- Functional and/or instructional goals and objectives addressing any areas of need that are identified to support and access the student's academic progression
- Current special education services a child receives implemented by classroom personnel
- Related services or specific supports (Ex: Communication, Written Production, OT, PT, Computer Skill access) to benefit from instruction and special education
- Supplementary aids and services used as an accommodation to access the curriculum implemented by the classroom teacher with the support of the related service provider for the student to receive FAPE

*The device/service shall be implemented by the classroom personnel with the support of the related service provider based on formal evaluation recommendations. Training or technical assistance should be provided as needed by qualified professionals once implemented.

Attendance

FRAMEWORK (WHAT'S REQUIRED):

Students who are at least six years of age, or who have been previously enrolled in first grade, and who have not yet reached their 19th birthday shall attend school for the entire period the program is offered, unless exempted as indicated below. On enrollment in prekindergarten or kindergarten, a student shall attend school. Education Code 25.085(a)–(c)

A person who voluntarily enrolls in school or voluntarily attends school after the person's 19th birthday shall attend school each school day for the entire period the program of instruction is offered. A board may adopt a policy requiring the student who is under 21 years of age to attend school until the end of the school year. Education Code 25.085(e)–(h).

Temporary absence resulting from an appointment with a health-care professional for the student or the student's child if the student commences classes or returns to school on the same day of the appointment. The appointment must be supported by a document such as a note from the health-care professional. "Temporary absence" includes the temporary absence of a student diagnosed with autism spectrum disorder on the day of the student's appointment with a health-care practitioner to receive a generally recognized service for persons with an autism spectrum disorder, including applied behavioral analysis, speech therapy, and occupational therapy.

PERSONS RESPONSIBLE:

Campus Personnel

METHODS (WHAT WE DO):

Attendance should be considered and addressed in a student's IEP

- Students with disabilities must have available an instructional day commensurate with that of students without disabilities
- The student's ARD/IEP committee must determine the appropriate instructional setting and length of day for the student and include in the student's IEP.

Determining need for additional support:

- Excessive absences must be addressed in a student's ARD/IEP.
- IEP schedule of services may need to be reviewed and revised as necessary.
- The IEP must document absence intervention measures provided, such as:
  - Student/parent conferences
  - Home visits
  - Notices
  - Counseling/caseworker
  - Behavior improvement plan
  - Additional evaluations

Autism:

TEC §25.087(b-3) provides that a temporary absence includes the temporary absence of a student diagnosed with autism spectrum disorder resulting from an appointment with a health care practitioner to receive a generally recognized service for persons with the disorder. This type of appointment includes applied behavior analysis, speech therapy, and occupational therapy. The intent of this amendment was to clarify that these types of absences must be excused as temporary absences under TEC §25.087(b)(2). Thus, a school must excuse any absences that fall within TEC §25.087(b-3).

Note that the provisions in TEC §25.087 do not alter a school's obligation under federal law to provide a student with a disability a FAPE. If a student has recurring absences, the student's admission, review, and dismissal (ARD) committee should address the issue when developing the student's individualized education program (IEP). Furthermore, the ARD committee must be mindful that 19 TAC §89.1075 requires the following:

- students with disabilities must have available an instructional day commensurate with that of students without disabilities; and
- the student's ARD committee must determine the appropriate instructional setting and length of day for the student and include them in the student's IEP.

The ARD committee, therefore, has the authority to decide whether to shorten a student's instructional day, and, if so, how to shorten it. The ARD committee's deliberation of this issue should include meaningful input from the student's parents. The ARDC must clearly document MFISD is ready, willing and able to provide FAPE.

- When developing an IEP for a student with autism who has recurring absences resulting from receiving treatment from a healthcare professional, the ARD committee's considerations may include the following:
    - how the ongoing treatment for which the student will be absent is related to the student's disability;
    - how the recurring absences may impact the student's educational program needs and progress on IEP
    - how the student will make-up missed assignments
    - what the student's daily class schedule will be with care to avoid core academic courses during times student will be off campus.

Behavior and Discipline of Students with Disabilities

FRAMEWORK (WHAT'S REQUIRED):

The Texas Behavior Support Initiative (TBSI) is the Texas Education Agency's (TEA) response to federal regulations such as the Individual with Disabilities Improvement Act and No Child Left Behind and state regulations, including Senate Bill 1196, TAC 89.1053 and the TEC Chapter 37, regarding research-based practices and standards school districts may employ when addressing challenging student behaviors, as well as procedures and policies which must be addressed by Local Education Agencies (LEAs).

PERSONS RESPONSIBLE:

Administrators, case managers, teachers, related service providers, staff

TIMELINES:

An ARD will be held if the student is changed from his educational placement for more than 10 school days.

METHODS (WHAT WE DO):

Traditional methods of addressing inappropriate student behavior include: parent conferences, a variety of consequences based on the school district's student code of conduct, peer-buddy supports and suspension of privileges; however, the Texas Behavior Support Initiative (TBSI) requires the use of positive behavior supports which are:

- •systemic and individualized strategies based on research-based practices
- •focused on teaching social and behavioral expectations
- •culturally appropriate and
- •designed to prevent recurring inappropriate behaviors of students with disabilities

To meet the requirements of the IDEA, when necessary, the IEP must address students' unique behavioral needs as well as their learning issues. When students with disabilities are experiencing behavioral difficulties beyond what is appropriate for typical peers and/or behaviors are impacting progress in the general curriculum and/or progress toward IEP goals, the student's case-manager, campus administrator, or general education teacher will coordinate with the ARD Facilitator to schedule an ARDC to:

- Review student progress
- Revise IEP services, supports, goals as needed
- Consider additional assessment
- Consider the development of a behavior intervention plan (BIP)
- Consider conducting a functional behavior assessment (FBA) - An FBA and BIP may be considered for a student who demonstrates a pattern of behavior that interferes with the student's learning or the learning of others or for a student who demonstrated serious maladaptive behaviors.

Functional Behavioral Assessment:

A Functional Behavior Assessment (FBA) is a data gathering process that identifies specific target behavior, the purpose of the behavior, and what factors maintain the behavior that is interfering with the student's educational progress.

- Evaluation specialist will provide notice and obtain consent for the FBA.
- Once FBA is complete, ARD Facilitator will schedule an ARDC to review FBA and develop a BIP as appropriate.

A FBA is required if in a manifestation determination, the behavior is determined to be a manifestation of the disability. See Manifestation Determination Operational Guideline.

MFISD requires a FBA if removal to the DAEP is being considered due to a pattern of behavior. See Manifestation Determination Operational Guideline.

Behavior Intervention Plan

The ARDC reviews the behavioral concerns and FBA, and uses the data to develop a BIP which will include specific strategies for accommodating/modifying the curriculum, environment, activities, or interactions with the child to prevent the occurrence of challenging behavior.

OVERVIEW OF DISCIPLINE OF STUDENTS WITH DISABILITIES

A student in special education is subject to the school's student code of conduct unless otherwise stated in the IEP. Discipline is part of the educational process. It prepares a student to work with other people in a socially accepted manner. Parents receive a copy of the school's code of conduct annually as part of the registration process. All parents are asked to sign a statement indicating they understand the student code of conduct and agree to the responsibilities outlined in it.

A student's IEP may include an individual discipline plan which outlines disciplinary options to be used in addition to, or instead of, certain parts of the district code. The Behavior Intervention Plan is used for this purpose at an ARD committee meeting. In addition, IEP behavioral goals should be developed.

CHANGE OF PLACEMENT

In the educational setting, a change of placement occurs for a child with a disability if:

- The removal is for more than ten (10) consecutive school days: or
- The child is subjected to a series of removals that constitute a pattern because they accumulate to more than ten (10) school days in a school year, and because of factors such as the length of each removal, the total amount of time the child is removed, and the proximity of the removals to one another.

At the point when a change of placement due to disciplinary actions is determined, refer to MFISD **Manifestation Determination of Disability** operating guidelines.

SHORT TERM REMOVAL

School personnel may assign a change in the placement of a child with a disability to an appropriate alternative educational setting, another setting, or suspension, for not more than ten (10) school days (to the extent such alternatives would be applied to children without disabilities).

Preventive steps on short-term removal

1. School personnel should carefully keep track of disciplinary removal days.
2. As soon as a pattern of behavior leading to removals is identified the IEP team should meet to consider development/revision of Functional Behavioral Assessment and Behavioral Intervention Plan.
3. Extreme caution should be exercised in removing students beyond the ten-day per school year limit. Schools must provide educational services during removals that go beyond the ten-day limit and refocus efforts on revising and improving the IEP, services, and placement. Short-term removals beyond ten total days per school year are subject to finding that a "pattern of exclusion" change in placement has taken place, depending on the length of the individual removals, their proximity to each other, and the total number of removal days in the school year.
4. Staff should be judicious in determining the number of removal days a student should receive for an infraction.

ACCUMULATION OF SHORT-TERM REMOVALS

To the extent removal would be applied to children without disabilities, school personnel may order the removal of a child with a disability from the child's current placement for not more than ten (10) consecutive school days for any violation of school rules, and additional removals of not more than ten (10) consecutive school days in that same school year for separate incidents of misconduct (as long as those removals do not constitute a change of placement).

School personnel should count days in which the student is "removed from the current placement." This requires that days of out-of-school suspension, regardless of what they are called (e.g., "cooling off period" or "emergency removal" or "asked his parents to pick him up") be counted. Portions of a school day that a child had been suspended would be included in determining whether the child had been removed for more than ten (10) cumulative days or subjected to a change of placement. As far as short-term assignments to Alternative Educational Placement (AEP) or In-School Suspension (ISS), the discussion of the regulations says this:

An in-school suspension would not be considered a part of the days of suspension as long as the child is afforded the opportunity to continue to appropriately progress in the general curriculum, to continue to receive the services specified on his or her IEP and continue to participate with non-disabled children to the extent that they would have in their current placement.

If bus transportation is a part of the child's IEP, a bus suspension would be treated as a day of suspension unless the district provides the bus service in some other way. If bus transportation is not a part of the child's IEP, a bus suspension day would not be a suspension day. In those cases, the child and his or her parents would have the same obligations to get to and from school as a non-disabled child who had been suspended from the bus.

NOTE: *IEP services, supports, and accommodations are to be provided based on the schedule as determined by ARDC. In the event student is assigned to the MFISD DAEP, services will continue as specified unless otherwise addressed by an ARDC meeting. It is the responsibility of the service providers to ensure the delivery of services. The principal for the DAEP should document delivery of services provided on the campus.*

CAMERA- VIDEO RECORDING

FRAMEWORK (WHAT'S REQUIRED):

Upon written request, MFISD is required to place, operate, and maintain cameras in self-contained classrooms. Requests may be made by and to whom:

- parent of a child in self-contained classroom at least 50% of the day to principal
- Staff member assigned to a self-contained classroom to principal
- Board of Trustees/Governing body for a campus with self-contained classroom to district administrative designee
- Assistant principal of a campus with a self-contained classroom to principal
- Principal of a campus with a self-contained classroom to district administrative designee

A self-contained classroom is on a regular school campus in which the majority of students receive special education and related services in one or more self-contained special education settings for at least 50% of the instructional day. It is NOT a resource room.

Surveillance includes all areas of the classroom by video and audio with the exception of no visual monitoring of bathrooms or changing areas.

TIMELINES:

Refer to timelines listed below in Methods.

PERSONS RESPONSIBLE:

MFISD staff receiving request, MFISD campus administrators and MFISD district designee

METHODS (WHAT WE DO):

District Administrative Designee: Executive Director of Special Services

- Receives all requests for cameras, requests for reviewing, and appeals
- Holds responsibility for coordinating camera details: purchase, installation, maintenance

Timelines:

- Response to requestor accepting or denying the request will be made by the 7th school business day after receipt of the request.
- Operation of the camera will begin within 45 school business days or the first day of school after the 45th school business day if that day is not a school day unless TEA grants an extension of time.
- If ARD determines self-contained placement for the upcoming school year and the request is made by the last day of the school year, operation will begin by the 10th day of the new school year.
- if ARD determines self-contained placement during the school year and the request is made within 10 days of the ARD, operation will begin within 45 days.

- At least 5 days prior to discontinuing use of the camera, all parents in the setting will be notified of discontinuance.
- At least 10 days before the end of the school year, all parents of students in the setting will be notified of discontinuation for the next school year unless a new request is made.
- Request for review of recording must be made in writing as soon as possible or within 48 hours of a suspected incident.

Operation:

- Prior to activation, MFISD staff will provide written notice to all school staff and to parents of each student attending the class or engaging in activities in the setting (ie: peer mentors)
- Prior to activation, notice will be posted at the entrance to the self-contained classroom or setting of the camera operation.
- Camera will be in operation when 1 or more students are present in the classroom. Camera is NOT in operation when students are not in the classroom.
- Cameras will be in operation for the remainder of the school year or as long as the classroom meets the definition of a self-contained classroom or request is withdrawn.
- Cameras may be discontinued for the next school year unless new request is made.

Use, Viewing, and Maintenance of Recordings:

- Recordings will be maintained for 3 months unless part of an unresolved appeal.
- Recordings may not be continuously monitored.
- Recordings may not be used for staff evaluations.
- Recordings may only be used for promotion of safety of students.
- Viewing if an incident is reported:
    - on request of the employee involved in the alleged incident documented by the recording, may view.
    - on request of the parent of a student involved in the alleged incident documented by the recording, may view.
- If an investigation:
    - DFPS personnel, peace officer, school nurse, district/school administrator trained in de-escalation and restraint, HR staff, and TEA or SBEC staff may view.
    - Incidental viewing by contractor or MFISD staff related to the operation of the equipment is not a violation.

PROCEDURES FOR REPORTING ALLEGED INCIDENT TO THE DISTRICT

(1) A written complaint notifying the school of an alleged incident that occurred in a self-contained classroom or other special education setting where video surveillance is conducted under Texas Education Code § 29.022 must be submitted to the school principal or designee using an Incident Report Form.

(2) A complainant should report an alleged incident as soon as possible, and if possible, within 48 hours of the facts giving rise to the allegation.

(3) The district will conduct an investigation and review the relevant video recordings to determine whether an incident occurred and will notify the complainant within 10 school business days of receiving the Incident Report Form whether the district designee determines an incident occurred.

Appeal:

- Denial of requests to place, to view, or to release video recording must be exhausted through the MFISD grievance process.

- MFISD, parent, staff member, or administrator may request an expedited review by TEA for denial of request to install camera, for an extension of time to begin operation of camera, and for decision not to release video recording.
- TEA will notify all parties and may issue a preliminary judgement.
- Commissioner will consider if the requestor is statutorily authorized, if the request is proper, and all relevant factors.

Links to Forms:

REQUEST FOR THE INSTALLATION OF VIDEO AND AUDIO RECORDING EQUIPMENT

NOTICE OF INSTALLATION OF VIDEO AND AUDIO RECORDING EQUIPMENT

NOTICE OF CESSATION OF VIDEO AND AUDIO RECORDING

INCIDENT REPORT FORM

Child Find

FRAMEWORK (WHAT'S REQUIRED):

Each public agency must conduct a full and individual initial evaluation before the initial provision of special education and related services to a child with a disability under this part 34 CFR 300.301(a).The initial evaluation must consist of procedures to determine if the child is a child with a disability and to determine the educational needs of the child 34 CFR 300.301(c)(2). The initial evaluation must be conducted within 45 school days of receiving parental consent for the evaluation 34 CFR 300.301(c)(1).

All children with disabilities residing in the state, regardless of the severity of their disabilities, and who are in need of special education and related services, must be identified, located, and evaluated. 34 CFR 300.111.(a)(1)(i).

TIMELINES:

The evaluation will be completed within 45 school days of initial parent consent
The ARD/IEP meeting will be held within 30 calendar days of completion of the Full Individual Evaluation.

METHODS (WHAT WE DO):

1. Marble Falls ISD is required to implement a comprehensive Child Find system in which district personnel actively search for all individuals' birth through 21 years of age with disabilities.

2. All children with disabilities residing in the district including children with disabilities attending private schools, regardless of the severity of their disability, and who are in need of special education and related services, are identified, located, and evaluated.
    a. The LEA in which the private school is located must comply with Child Find For Parentally-Placed Private School Children.

3. The term "special education" means special-designed instruction, at no cost to the parents, to meet the unique needs of the child with a disability, including instruction conducted in the classroom, in home, in hospitals and institutions, and in other settings; and instruction in physical education.

4. The term "specially-designed instruction" means adapting, as appropriate to the needs of an eligible child under the Individuals with Disabilities Education Act, the content, methodology, or delivery of instruction.
    a. To address the unique needs of the child that result from the child's disability; and
    b. To ensure access of the child to the general curriculum, so that the child can meet the educational standards within the jurisdiction of the local educational agency (LEA) that apply to all children.

5. The term "related services" means transportation, and such developmental, corrective, and other supportive services as may be required to assist the child with a disability to benefit from special education.

6. The term "child with a disability" means the child was evaluated according to the Full and Individual Evaluation frameworks and determined by an Admission, Review, and Dismissal (ARD) Committee to have an intellectual disability, a hearing impairment(including deafness), a speech or language impairment, a visual impairment(including blindness), a serious emotional

disturbance (referred to as “emotional disturbance”), an orthopedic impairment, autism, traumatic brain injury, other health impairment, a specific learning disability, deaf-blindness, or multiple disabilities, and who, by reason thereof, needs special education and related services.

7. A practical method is developed and implemented to determine which children are currently receiving needed special education and related services.

8. The requirements of this section apply to highly mobile children with disabilities (such as migrant and homeless children), and children who are suspected of being a child with a disability and in need of special education, even though they are advancing from grade to grade.

9. Prior to Referral for Possible Special Education Services, the child should be considered for all support services available to all children such as:
    a. Tutorials
    b. Remedial
    c. Compensatory
    d. Response to scientific, research-based intervention; and
    e. Other academic or behavior support services.

Infants and Toddlers

See Early Childhood Section

Community Based Referral Process

Contact the Office of Special Services at 830-693-4357 OR complete the online form to initiate a special education referral for an evaluation of the child's needs. (https://www.marblefallsisd.org/Page/10625) to refer a child for special education evaluation

An evaluation representative from the district will meet with the parents or guardian to complete the referral packet or to provide Prior Written Notice (English, Spanish) of the school's refusal to evaluate.

Child Find Procedures for Private Schools

- Students who attend private schools located within Marble ISD are eligible for referral, evaluation and determination of eligibility for special education regardless of the child's district of residence.
- In Texas, home schools are considered private schools.
- For students presently attending a private school, the referral source should request an evaluation by completing the online form to initiate a special education evaluation of the child's needs (https://www.marblefallsisd.org/Page/10625) or call the Office of Special Services at 830-693-4357.

The district will maintain a system of public awareness to inform citizens of educational opportunities available to disabled students. The system will utilize a variety of media to inform the local citizens of the needs, available programs, and related services for disabled students in the district. Activities may include, but are not limited to:

- Newspaper items/articles/pictures regarding programs, activities, and achievements of students
- Advisory committee meetings
- Planning meetings with community leaders
- Contact with state and local agencies/organizations that have an interest in the welfare of children
- Radio and television public service announcements
- Newsletters and/or brochures

Private, Religious, and Home School services

MFISD is required to locate, identify and evaluate all students with disabilities enrolled in private schools located within MFISD boundaries 34 CFR 300.131(a) and USC 1412(a)(10)(A)(i). In addition, MFISD must consult with parents and private schools 34 CFR 300.134 and USC1412(a)(10)(A)(iii) and determine how much funding is available 34 CFR 300.130 and USC1412(a)(10)(A)(i)(I), who will be served and what services will be provided 34 CFR 300.134(c) and USC 1412(a)(10)(A)(iii)(III).

The term "parentally-placed private school children with disabilities" means children with disabilities enrolled by their parents in private, including religious, schools or facilities 34 CFR 300.131(a)

- TEA Timeline: Within 15 school days upon written referral by parent to special education director or district administrative employee, the Notice and Consent or Response to Parent Request for an Evaluation will be issued.
- TEA Timeline: Within 45 school days of receipt of written, signed consent, the Full and Individual Evaluation (FIE) will be completed.
- TEA Timeline: Within 30 calendar days from FIE date, the admission, review, and dismissal (ARD) committee must make its decisions regarding a student's eligibility determination.

The Consultation Process
The district is required to "timely and meaningfully" consult with representatives of private schools during the design and development of special education and related services for parentally-placed private school children. The district's consultation meeting will be held in the spring. At this meeting, the required consultation topics will be discussed, procedures and timelines to request private school services will be reviewed, and input will be solicited for determination of the special education services to be provided to private school students with disabilities.

Private School Services for Eligible Students Ages 3 or 4 Whose Parents Decline Dual Enrollment
Parents of an eligible student ages 3 or 4 who decline dual enrollment for their child may request a services plan using the same process as described above for students residing within and outside of the district. The school district where the private school is located is responsible for the development of a services plan if the student is designated to receive services. For further information regarding services to students with disabilities enrolled in private schools located within the district's jurisdiction contact: Special Services office at 830-693-4357.

DUAL ENROLLMENT
The parent of an eligible child ages three or four has the right to dual enroll their child in both the public and private school:

- Beginning on the child's third birthday; and
- Continuing until whichever comes first:
- The end of the school year in which the child turns five; or
- The child is eligible to attend the LEA's kindergarten program.

The LEA where the child resides is responsible for providing special education and related services to the child whose parent choose dual enrollment (89.1096(c)).

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT – PUBLIC NOTICE

Do you suspect an infant, child, or adolescent of having a developmental delay or disability? There is a way to make a difference for these children and adolescents. The individual may be eligible for services under the Individuals with Disabilities Education Act (IDEA) if identified with one or more disabilities according to federal and state criteria.

If a student is experiencing learning difficulties, his or her parent may contact the individual(s) listed below to learn about the school'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 or for a Section 504 evaluation to determine if the student needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

If a parent makes a written request for an initial evaluation for special education services to the director of special education services or an administrative employee of the school district or open enrollment charter school, the district or charter school must respond no later than 15 school days after receiving the request. A request for a special education evaluation may be made verbally; a verbal request does not require the district or charter school to respond within the 15-school-day timeline.

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

Contact Person for Special Education Referrals:

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education is: Contact Person: Amy Hoffmans at 830-693-4357.

Commensurate School Day

FRAMEWORK (WHAT'S REQUIRED):

Students with disabilities shall have available an instructional day commensurate with that of students without disabilities. The ARD committee shall determine the appropriate instructional setting and length of day for each student, and these shall be specified in the student's IEP. 89.1075. General Program Requirements and Local District Procedures. [Excerpt] (d) Education Code 25.087(b)(2), (b-3); 19 TAC 129.21(j)(3)

PERSONS RESPONSIBLE:

Campus Administrators, ARD committee

TIMELINES:

Will be addressed annually at ARD.

METHODS (WHAT WE DO):

Students with disabilities must have access to a **commensurate school day**. This means students PK-Graduate with disabilities and their non-disabled peers:

(a) have a school day with the same beginning and end time, and
(b) attend school for the same number of hours.

The school day for students with disabilities cannot be shortened due to administrative conveniences such as the schedule of bus routes, or parents' convenience such as their work location or schedule.

An Admission, Review, and Dismissal/Individualized Education Program (ARD/IEP) committee may consider, review, and document data related to the necessity of a shorter school day based on the individual needs of the student (i.e. student attending the 18+ program).

This requirement applies to all students with disabilities ages 3-21 regardless of their disability, type of class, or program.

Any deviation from the standard day of the campus of homeschool should be addressed in the ARD.

See Attendance Operational Guideline for guidance for when students with autism have extended school absences due to appointments with health care providers.

Continuum of Services

FRAMEWORK (WHAT'S REQUIRED):

34 Code of Federal Regulations § 300.114 LRE requirements.

(a) *General.*

(2) Each public agency must ensure that—

(i) To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and

(ii) Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

PERSONS RESPONSIBLE:

Campus administrator, case manager, ARD committee, special education teachers

TIMELINES:

Will be addressed at annual ARD and as needed at any other ARD.

METHODS (WHAT WE DO):

MFISD ARD committees make the determination of placement based on the students PLAAFP, goals/objectives, and accommodations and/or modifications. The MFISD continuum of services includes but is not limited to the following:

Accommodations:

An accommodation is a change in the teaching or testing procedures in order to provide students access to information and to create an equal opportunity to demonstrate content knowledge and skills. An instructional accommodation does not change what the student is expected to master; therefore, curriculum content remains intact. In Texas, an accommodation is defined as practices and procedures that are "intended to reduce or even eliminate the effects of student's disability, but do not reduce learning expectations".

Inclusion:

- Inclusion is a broad belief system or philosophy based on Least Restrictive Environment.
- Inclusion is a belief that all students have a right to a rigorous education in their home school with non-disabled peers.
- Inclusion is less about where students are placed, and more about how they are taught.

What are Inclusive Services?

- Instructional support services provided for diverse learners with their non-disabled peers in the least restrictive environment.
- Required supports that enable students with disabilities to receive educational services in the schools they would attend if they did not have a disability.
- Supplemental aids and services include instructional accommodations, modifications, adaptations, assistive technology, and co-teaching/in-class support facilitation services.
- Placement in the general education classroom with careful planning, preparation and identified supports.

Inclusive Service Delivery Models:

- Inclusive Service Delivery Models can vary by campus and are tailored to ensure students' IEPs are implemented to improve student achievement.
- Inclusive Service Delivery Models include supplementary aids and services, instructional accommodations/ modifications/adaptations and assistive technology, and co-teaching/in-class support facilitation services
- Inclusive Service Delivery Models must be explicitly identified in the student's IEP.

Modified Instruction:

A modification is a change in what the student is expected to learn and/or demonstrate. An instructional modification indicates what is being taught curriculum content is altered. As an example, students may not be required to learn all of the course objectives but only targeted objectives. A curriculum modification reduces content and skills the student is required to learn. In Texas, a modification is defined as "practices and procedures that change the nature of the task or target skill".

Accommodations and modifications should be individualized and routinely used during classroom instruction and testing. Data regarding the use of accommodations and modifications, such as observational reports and/or assignment/test scores with/without the use of accommodations should be collected and analyzed on a regular basis to determine (a) if the accommodations are being implemented as specified by the student's ARD Committee and (b) if the student is benefiting from the use of the accommodations and modifications.

LIFE Skills:

LIFE Skills programs span the instructional ages from Kindergarten to age 22. These classrooms serve learners with significant cognitive disabilities whose needs are best met through an instructional focus on prerequisite skills that are often learned through real-life application of the grade-level TEKS.

The LIFE Skills class is designed to meet the educational needs of students with significant cognitive disabilities who require direct, intensive, individualized instruction to acquire, maintain and generalize skills. Instruction is focused on functional skills that are considered critical to the quality of life. Areas addressed include:

- functional academics
- self-help, domestic
- vocational
- communication
- social
- behavior

The LIFE Skills classrooms are organized around the principles of structured teaching to maximize student independence and to allow teachers to deliver direct instruction of student IEPs on an individual and small group basis. Attention is given to appropriate and purposeful inclusion of students in the general education setting as well.

The LIFE Skills program uses a team approach to address the unique needs of each student. Depending on student need, service providers from a variety of disciplines plan and implement the overall educational program. Support from district staff is available to assist teachers in behavior management, structured teaching, autism and other areas.

Behavioral Continuum of Services

FRAMEWORK (WHAT'S REQUIRED):

34 Code of Federal Regulations § 300.114 LRE requirements.

(a) *General.*

(2) Each public agency must ensure that—

(i) To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and

(ii) Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

PERSONS RESPONSIBLE:

Campus administrator, Counselors, Case manager, ARD committee, 504 Committee, special education teachers

TIMELINES:

Will be addressed at annual ARD/504 and as needed at any other ARDC/504 Meeting.

METHODS (WHAT WE DO):

MFISD ARD committees make the determination of placement based on the students PLAAFP, goals/objectives, and accommodations and/or modifications. The MFISD continuum of services includes but is not limited to the following:

Behavior:

Traditional methods of addressing inappropriate student behavior include: parent conferences, a variety of consequences based on the MFISD's student code of conduct, peer-buddy supports and suspension of privileges; however, the Texas Behavior Support Initiative (TBSI) requires the use of positive behavior supports which are:

- systemic and individualized strategies based on research-based practices
- focused on teaching social and behavioral expectations
- culturally appropriate
- designed to prevent recurring inappropriate behaviors of students with and without disabilities

The use of positive behavior supports required by the TBSI are incorporated in MFISD's Code of Conduct.

When a special education eligible student is struggling with behavior, the district has the Social Emotional Learning Lab (SEL) Program to ensure student behaviors are addressed and campuses receive support and guidance.

The SEL Lab Program

The SEL Lab program is designed to serve special education students who have been identified as having serious emotional and/or behavior issues, typically associated with an Emotional Disturbance, Autism, or Other Health Impairment, that interfere with their ability to be successful in the general education setting. The purpose of the program is to provide support, as well as in-depth, intensive, and individualized instruction in the areas of academics, challenging behavior, and social and emotional development. Doing so allows students to succeed academically, become more self-sufficient, and function appropriately in the Least Restrictive Environment (LRE).

Placement in the Program should ensure that students:

- Develop academic/social/emotional/behavioral competencies
- Develop skills necessary for regulating behavior within appropriate expectations, as stated in the student's Behavior Intervention Plan (BIP)
- Develop skills to improve academic performance as stated in the Individual Education Plan (IEP)
- Develop skills in critical thinking and problem solving
- Develop skills for building and maintaining satisfactory relationships with peers and adults
- Develop skills in decision making and self-management
- Prepare students to transition back into the general education environment

A special education student who continues to struggle with behavior while in the Social Emotional Learning Lab program may qualify for more prescriptive behavior intervention with guidance from the District Behavior Specialist. Special education students who may require additional support that cannot readily be provide within a typical general education setting may qualify to be placed in the Positive Behavior Support Classroom (PBSc).

The student may NOT be appropriate for SEL Program placement if he/she:

- Has not had consistent general education classroom behavior intervention over 8 weeks or longer (Tier 1, Tier 2, and Tier 3)
- Has not had documented teacher-parent conferences regarding behaviors and parent is not aware of behavior concerns; and/or a behavioral plan has not been discussed for the general education classroom
- Is not 504/SPED
- Does not meet prerequisite criteria to benefit from SEL Program curriculum and/or support
- Has an academic need that is not related to the students' behaviors and/or may require additional testing
- Has accommodations/modifications to academic curriculum listed within the student's IEP that has not been consistently implemented
- Has demonstrated improvement in maladaptive behavior as a result of classroom behavioral interventions
- Has not exhibited behaviors over an extended period of time, and the frequency, duration, or intensity of the behavior in comparison to peers is similar and/or age appropriate

The Positive Behavior Support Classroom (PBSc)

A Positive Behavior Support Classroom (PBSc) is a classroom for special education students who have severe behavior challenges that have not been able to be met in other instructional settings. Placement in the PBS classroom may be for all or for part of the day, with other classes in any other setting (general education, resource, co-teach, classroom support, etc.). The goal of the behavior program for every

student should be to improve acceptable and appropriate behaviors, to develop self-awareness, self-monitoring and self-control, to make progress in academic achievement, and to participate in general education whenever possible. When a student is placed into PBSC, the primary goal of the program is to move him/her out into less restrictive placements as the behavior improves.

A Behavior Academic Classes has:

- a positive, organized, orderly climate;
- consistently high quality academic instruction with access to the general curriculum;
- flexible instructional arrangements for individual, small group and large group learning opportunities;
- daily social skills instruction;
- a classroom management system based on positive behavioral supports;
- attention to the implementation of each students Behavior Intervention Plan (BIP);
- accurate and consistent data collection and record keeping on all student objectives;
- visible evidence of rules, procedures, routines, schedules, reinforcement menus and other positive behavioral supports;
- regular contact with parents to keep them involved in their child's education;
- a crisis management plan.

Placement in a PBSC must be determined through ARD action, using the following guidelines.

The student may NOT be appropriate for PBSC placement if he/she:

- is eligible for special education services as a student with an emotional disturbance, but is not displaying behaviors that would require such a restrictive setting;
- displays problems that occur in only 2 out of 6 classes;
- is currently in all general education classes;
- is returning from a hospital setting;
- is so low functioning academically or intellectually that he/she is not receiving any functional skills instruction;
- has behaviors that are exacerbated by frequent absences, truancies or tardies

Counseling and Psychological Services

FRAMEWORK (WHAT'S REQUIRED):

Counseling as a related service and psychological services may be provided to students with disabilities who have chronic severe behavioral, emotional, or social difficulties and additional school supports are required to help the student achieve annual goals.

Counseling services, according to IDEA, means services provided by qualified social workers, psychologists, guidance counselors, or other qualified personnel. In Marble Falls ISD, these services may be provided by qualified Licensed Specialists in School Psychology (LSSPs), or other qualified personnel such as interns supervised by licensed or certified professionals. Related services counseling is assisting students to benefit from specialized instruction provided in special education.

Parent counseling and training emphasize the importance of parents as active participants in their child's education. According to IDEA, parent counseling and training means: (a) assisting parents in understanding the special needs of the student, (b) providing parents with information about child development, and (c) helping parents to acquire the necessary skills that will allow them to support the implementation of their child's IEP or Individual Family Service Plan (IFSP). Parent counseling and training is identified by the Texas Education Agency (TEA) as one of the eleven strategies or options an ARD/IEP Committee may choose for a student with autism in order to facilitate carry-over of communication skills or behavior strategies in the home.

Psychological services as a related service, according to IDEA, includes:

- administering psychological and educational tests, and other assessment procedures
- interpreting assessment results
- obtaining, integrating, and interpreting information about student behavior and conditions relating to learning
- consulting with other staff members in planning school programs to meet the special educational needs of students as indicated by psychological tests, interviews, direct observation, and behavioral evaluations
- planning and managing a program of psychological services, including psychological counseling for student and parents
- assisting in developing positive behavioral intervention strategies

Psychological services as defined by IDEA include some services not defined strictly as psychological in nature and therefore can be appropriately provided by other trained personnel including behavior specialists, school social workers, diagnostic specialists, interns and counselors. These would include gathering information about student behavior, behavioral program planning, educational testing, and developing behavioral intervention strategies.

In Texas, certain services are defined by the Texas State Board of Examiners of Psychologists (TSBEP) as 'psychological services' in the schools and therefore can only be provided by those individuals licensed as an LSSP by the TSBEP. Specialist in School Psychology Interns supervised by an LSSP may also provide psychological services.

An ARD/IEP committee is responsible for determining the appropriateness of psychological services as a related service based on the individual educational needs of a student, regardless of the disability categories, and with the recommendations and expertise provided by the professionals involved in assessing these services. Parents are invited to participate in the ARD/IEP committee decision-making

process. Related services are provided to an eligible student with a disability at no cost to the parent or guardian.

PERSONS RESPONSIBLE

LSSP, ARD committee

TIMELINES

Counseling evaluation will be completed in school days.

METHODS (WHAT WE DO

- The referral for counseling or psychological services evaluation is initiated by the ARD/IEP Committee.
- The need for counseling or psychological services is determined in an evaluation. While this is often addressed in psychological evaluation once a student is already receiving special education services, an evaluation for counseling may be necessary to determine needs as they arise.
- If eligible for services, an IEP is developed to specify the goals/objectives, projected begin and end date, amount, frequency, duration, and location of the services.
- Progress reports explaining the student's progress toward the annual IEP goals will be provided to parents, teachers, and relevant school personnel for each grading period.
- Any changes in the amount of services listed in the IEP must be made at an ARD/IEP meeting.
- Counseling or psychological services providers should be present at an ARD/IEP meeting when the need for the services is discussed or when the progress of the services is reviewed. Service providers may submit their findings in writing if the IEP Committee agrees to excuse them from the meeting.
- A reevaluation or REED is required to dismiss a student from counseling or psychological services as a related service.
- Dismissal from counseling or psychological services should be based on data from a variety of sources, including teacher observations, parent input, mastery of IEP goals and objectives, performance on statewide assessments, disciplinary referrals, and any other relevant data.
- The decision to dismiss from a related service is determined by the ARD Committee and supporting documentation is included in the student's IEP document.

Counseling and Psychological Services as a Related Service in the IEP

When an ARD/IEP Committee determines the need for counseling or psychological services to support the student's special education program, a specially designed counseling or psychological services program is included as part of the student's IEP. The supports and services provided are documented on IEPs and indicated as part of the progress reporting system to parents and adult students. The goals for services are aligned to student needs as identified in the evaluation to be able to benefit from special education services.

In the event students are assigned to the MFISD DAEP, all counseling and psychological services specified are to be provided as scheduled.

Determination of FAPE and Compensatory Services

FRAMEWORK (WHAT'S REQUIRED):

34 CFR § 300.101 Free Appropriate Public Education (FAPE).

(a) General. A free appropriate public education must be available to all children residing in the State between the ages of 3 and 21, inclusive, including children with disabilities who have been suspended or expelled from school, as provided for in 34 CFR §300.530(d).

(b) FAPE for children beginning at age 3.

(1) Each State must ensure that—

(i) The obligation to make FAPE available to each eligible child residing in the State begins no later than the child's third birthday; and

(ii) An IEP or an IFSP is in effect for the child by that date, in accordance with 34 CFR § 300.323(b).

(2) If a child's third birthday occurs during the summer, the child's IEP Team shall determine the date when services under the IEP or IFSP will begin.

(c) Children advancing from grade to grade.

(1) Each State must ensure that FAPE is available to any individual child with a disability who needs special education and related services, even though the child has not failed or been retained in a course or grade and is advancing from grade to grade.

(2) The determination that a child described in paragraph (a) of this section is eligible under this part, must be made on an individual basis by the group responsible within the child's LEA for making eligibility determinations. (Authority: 20 U.S.C. 1412(a)(1)(A))

PERSONS RESPONSIBLE:

Administrators and Special Education Staff

TIMELINES:

Will be discussed at annual ARD or subsequent ARD.

METHODS (WHAT WE DO):

MFISD ensures ARDC meetings are held for students with disabilities at least annually. ARDCs determine services, supports, accommodations necessary for students to receive a Free Appropriate Public Education (FAPE).

IEP services, supports, and accommodations are to be provided based on the schedule as determined by ARDC. In the event student is assigned to the MFISD DAEP, services will continue as specified unless otherwise addressed by an ARDC meeting.

- When IEP services have not been provided, an ARDC must consider FAPE and the need for compensatory services. Compensatory services must be addressed in the students' s IEP.

When MFISD becomes aware that a student has not received appropriate services, school administrators immediately investigate the concern.

- The administrator will notify the Executive Director of Special Services
- An ARDC meeting will be held to consider the need for compensatory services to the student.
- If the ARDC determines a need for compensatory services, the IEP will document the frequency, duration, and schedule of the services.
- If an agreement cannot be reached, ARDC will follow the ARD disagreement process (See ARD IEP Process in Operational Guidelines)
- ARD facilitator confirms the school's proposed services in the Prior Written Notice

The ARDC will consider the following requirements of FAPE:

1: Was the program individualized based on student's assessment and performance?

2: Was the program administered in the least restrictive environment?

3: Were the services provided in a coordinated and collaborative manner by key stakeholders?

4: Were positive academic and non-academic benefits demonstrated?

See Region 13 Director's Survival Guide Livebinder for FAPE Failure Deliberations guidance resource.

Disability Categories

FRAMEWORK (WHAT'S REQUIRED):

To assess children in all areas related to the suspected disability, including if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities. For a child to be eligible for services under IDEA, the child must qualify in one or more of the thirteen areas of disability as listed below 34 CFR 300.304(c)(4) and 20 USC 1414(b)(3)(B).

Definitions

(1) **Autism** 300.8(c)(1)(i), 89.1040(c)(1), 1401(3)(A) means a developmental disability significantly affecting verbal and nonverbal communication and social interaction, generally evident before age three that adversely affects a child's educational performance. The characteristics of autism are generally evident before age three, but, could after age three. Characteristics often associated with autism are:

- engagement in repetitive activities and stereotypical movements
- resistance to environmental change or change in daily routines
- unusual responses to sensory experiences

The child may be considered to be a child with autism if the child has a developmental disability significantly affecting verbal communication, nonverbal communication; and social interaction. Children with pervasive developmental disorders are included in the disability category of autism. The child may not be considered to be a child with autism if the child's educational performance is adversely affected primarily because the child has an emotional disturbance.

(2) **Deaf-Blindness** 300.8(c)(2), 89.1040(c)(2)(A), 1401(3)(A) means concomitant hearing and visual impairments, the combination of which causes such severe communication and other developmental and educational needs that they cannot be accommodated in special education programs solely for children with deafness or children with blindness.

(3) **Deafness or Auditory Impairment** TEC 29.310(c), 300.8(c)(3), 300.8(c)(5), 89.104(c)(3), 1401((3)(A)means a hearing impairment that is so severe that the child is impaired in processing linguistic information through hearing, with or without amplification that adversely affects a child's educational performance.

(4) **Emotional Disturbance** 300.8(c)(4), 89.1040(c)(4), 1401(3)(A) means a condition exhibiting one or more of the following characteristics over a long period of time and to a marked degree that adversely affects a child's educational performance:

- An inability to learn that cannot be explained by intellectual, sensory, or health factors.
- An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.
- Inappropriate types of behavior or feelings under normal circumstances.
- A general pervasive mood of unhappiness or depression.

A tendency to develop physical symptoms or fears associated with personal or school problems.

Note: The term includes schizophrenia. The term does not apply to children who are socially maladjusted unless it is determined that they have an emotional disturbance.

(5) **Intellectual Disability** 300.8(c)(5), 89.1040(c)(6), 1401(3)(A) means significantly subaverage general intellectual functioning, existing concurrently with deficits in adaptive behavior and manifested during the developmental period that adversely affects a child's educational performance.

(6) **Multiple Disabilities** 300.8(c)(7), 89.104(c)(6)(A), 1401(3)(A) means concomitant impairments (such as intellectual disability-blindness, intellectual disability-orthopedic impairment, etc.), the combination of which causes such severe educational needs that they cannot be accommodated in special education programs solely for one of the impairments. Multiple disabilities do not include deaf-blindness.

(7) **Orthopedic Impairment** 300.8(c)(8), 89.1040(c)(7), 1401(3)(A) means a severe orthopedic impairment that adversely affects a child's educational performance. The term includes impairments caused by congenital anomaly, impairments caused by disease (e.g., poliomyelitis, bone tuberculosis, etc.), and impairments from other causes (e.g., cerebral palsy, amputations, and fractures or burns that cause contractures).

(8) **Other Health Impairment** 300.8(c)(9), 89.1040(c)(8), 1401(3)(A) means having limited strength, vitality, or alertness, including a heightened alertness to environmental stimuli, that results in limited alertness with respect to the educational environment, that is due to chronic or acute health problems such as asthma, attention deficit disorder or attention deficit hyperactivity disorder, diabetes, epilepsy, a heart condition, hemophilia, lead poisoning, leukemia, nephritis, rheumatic fever, and sickle cell anemia, and Tourette syndrome and adversely affects a child's educational performance.

(9) **Specific Learning Disability** 300.309(a)(1), 89.1040(c)(9)(B)(ii) means a disorder in one or more of the basic psychological process involved in understanding or in using language, spoken or written, that may manifest itself in the imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia.

Note: Specific learning disability does not include learning problems that are primarily the result of a visual, hearing, or motor disabilities, intellectual disability, emotional disturbance, environmental, cultural factors, or environmental or economic disadvantage; or limited English proficiency on the child's achievement level.

(10) **Speech or Language Impairment** 300.8(c)(11), 89.1040(c)(10), 1401(3)(A) means a communication disorder, such as stuttering, impaired articulation, a language impairment, or a voice impairment, that adversely affects a child's educational performance.

(11) **Traumatic Brain Injury** 300.8(c)(12), 89.1040(c)(11), 1401(3)(A) means an acquired injury to the brain caused by an external physical force, resulting in total or partial functional disability or psychosocial impairment, or both, that adversely affects a child's educational performance. Traumatic brain injury applies to open or closed head injuries resulting in impairments in one or more areas, such as cognition; language; memory; attention; reasoning; abstract thinking; judgment; problem-solving; sensory, perceptual, and motor abilities; psychosocial behavior; physical functions; information processing; and speech.

Note: Traumatic Brain Injury does not apply to brain injuries that are congenital or degenerative, or to brain injuries induced by birth trauma.

(12) **Visual Impairment (including blindness)** 300.8(c)(13), 89.1040(c)(12), 1401(3)(A) means an impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness.

(13) **Noncategorical** 89.1040(c)(13) refers to a student between the ages of three through five who are evaluated as having an intellectual disability, emotional disturbance, or autism impairments may be eligible for services as non-categorical early childhood (NCEC).

Note: If a student is a child with a disability, who is determined by an ARD/IEP Committee to meet eligibility criteria for one or more disabilities but has no need for special education and related services, he/she is not considered disabled under IDEA 2004. Eligibility for services under Section 504 may be considered in these cases.

PERSONS RESPONSIBLE:

Special Education Evaluators and ARD Committee

TIMELINES:

Evaluation follows timelines listed in the Child Find section.

METHODS (WHAT WE DO):

When determining eligibility under IDEA, there are two steps to the eligibility decision. The parents/guardians and other qualified professionals review the results of the initial evaluation to determine:

Prong 1: whether the child is a child with a disability as defined in federal and state laws and regulations and

Prong 2: the educational needs of the child (34 CFR § 300.306(a)

The evaluation will be presented at Admission/Review/Dismissal Committee (ARDC) meeting and the committee will decide if they will accept eligibility.

Note: If a student is a child with a disability, who is determined by an ARD/IEP Committee to meet eligibility criteria for one or more disabilities but has no need for special education and related services, he/she is not considered disabled under IDEA 2004. Eligibility for services under Section 504 may be considered in these cases.

Considerations:

- It is important to consider cultural, English language development, environmental, and economic factors when determining eligibility for Special Education services.
- A variety of assessment tools and strategies are used to gather relevant functional and developmental information about the student, including information provided by the parent and information related to enabling the student to be involved in and progress in the general curriculum. *No single tool is used as the sole criterion for determining eligibility.*
- Assessment or measures are administered by trained knowledgeable personnel in accordance to the instructions provided by the producer of the assessments to ensure validity and reliability.
- Assessment tools should be selected and administered to a student in a manner in which the assessment results accurately reflect the student's aptitude or achievement.
- When standardized tests are considered to be invalid for the specific student an alternative assessment must be utilized and reasoning specified on the assessment plan.
- The student will be assessed in all areas related to the suspected disability.
- As a necessary condition to determining special education eligibility for a student with an emotional disability, the examiner must determine that educational performance is adversely affected as a result of dysfunctional school-related behaviors and/or affective reactions. Evidence must exist that supports a relationship between the student's school-related behaviors and/or affective relations and decreased educational performance. While adverse effect on educational performance may imply a marked difference between the student's academic performance and reasonable (not optimal) expectations of performance, the definition of education performance cannot be limited to academics. Examiners must consider all aspects of the child's functioning at school, including academic, social/emotional, cognitive, communication, vocational and independent living skills.

Discontinuing Special Education Services:

FRAMEWORK (WHAT'S REQUIRED):

The ARD/IEP committee determines whether a child has a disability and by reasons of the disability needs special education and related services (see Region 18 ESC Framework). Some of the things that must be considered when making the determination include the following:

- The full and individual evaluation (FIE) that determines if the student has a disability condition recognized under IDEA
- The age ranges that are served through special education are 3-21 years (19 TAC 89.1035)
- Parental consent for services.

Parental consent 34 Code of Federal Regulations § 300.300

Graduation: 19 TAC §89.1070(a) Graduation with a regular high school diploma under subsections (b)(1), (b)(2)(D), (g)(1), (g)(2), (g)(3), or (g)(4)(D) of this section terminates a student's eligibility for special education services under this subchapter and Part B of the Individuals with Disabilities Education Act and entitlement to the benefits of the Foundation School Program, as provided in Texas Education Code (TEC), §42.003(a).

PERSONS RESPONSIBLE:

Administrators, evaluators, ARD committee

TIMELINES:

METHODS (WHAT WE DO):

Marble Falls ISD Special education services shall be discontinued when one of the following occurs:

No Longer Eligible for Services

If the ARD/IEP Committee determines a student does not have a disability condition under IDEA based upon an evaluation, or if the committee finds that the student does not need specially designed instruction provided through special education as a result of the disability, the ARDC will determine that the student is not eligible for special education services.

Before discontinuing services, however, the school must give the parent(s) and/or adult student prior written notice (Home Language).

Graduation Requirements Met

Graduation with a regular high school diploma terminates a student's eligibility for special education services.

Parent/Guardian/Adult Student Revocation of Consent for Evaluation or for All Special Education Services

- If, at any time after the school begins providing special education and related services to the student, or is in the process of evaluating the student for special education services, the parent(s) and/or adult student choose to revoke consent for services, the school must discontinue the evaluation, or providing special education and related services to the student.
- Before discontinuing the evaluation or services the ARD Facilitator or Evaluation Specialist or SLP will give the parent(s) and/or adult student prior written notice.
- The campus ARD Facilitator, Evaluation Specialist or SLP will meet with the parent to obtain a signed Prior Written Notice: Revocation of Consent for Marble Falls Independent School District Special Education Services from the parent(s) and/or adult student. The form will be filed in the student's special education folder and in the archive in eSTAR.
    Note: Prior Written Notice: Revocation of Consent for Marble Falls Independent School District Special Education Services (Home Language) is available in the special education management system (eSTAR).
- The campus ARD Facilitator, Evaluation Specialist, or SLP will provide the parent/guardian/adult student with a "ready, willing, and able" letter.

The ARD Facilitator and/or the Evaluation Specialist or SLP may:

- Offer to meet with the parent/guardian/adult student to discuss concerns and options
- Offer to convene and ARD to discuss discontinuing services and how that may impact the student.

TEA Guidance on Revocation of Parental Consent for Special Education Services

Dyslexia

FRAMEWORK

"Dyslexia" means a disorder of constitutional origin manifested by a difficulty in learning to read, write, or spell, despite conventional instruction, adequate intelligence, and sociocultural opportunity TEC 38.003(d)(1). Because early intervention is critical, a program for early identification, intervention, and support for students with dyslexia and related disorders must be available in each district as outlined in the Dyslexia Handbook Procedures Concerning Dyslexia and Related Disorders, 19 TAC 74.28(g),TEC 38.003(b) and TEC 38.003(c).

The board of trustees of a school district must ensure that procedures for identifying a student with dyslexia or a related disorder are implemented in the district 19 TAC 74.28(a) and TEC 38.003(c). A school district's strategies for screening dyslexia and related disorders must be implemented in accordance with the Dyslexia Handbook Procedures Concerning Dyslexia and Related Disorders. A school district's techniques for treating dyslexia and related disorders must be implemented in accordance with the Dyslexia Handbook Procedures Concerning Dyslexia and Related Disorders. Screening should only be done by individuals/professionals who are trained to assess students for dyslexia and related disorders 19 TAC 74.28(b).

PERSONS RESPONSIBLE

Parents, Special Education Evaluators, Dyslexia Teachers, Executive Director of Special Services

TIMELINES

See timelines throughout

METHODS (WHAT WE DO Dyslexia is characterized by difficulty:

- Reading words in isolation,
- Accurately decoding unfamiliar words,
- Oral reading difficulties (slow, inaccurate, or labored), spelling difficulties.

Support for students demonstrating these types of reading difficulties is provided through Response to Intervention (RTI), Section 504, and special education.

- RTI is the first step to address the needs of students demonstrating characteristics of dyslexia, dyslexia related disorders, or any academic need. (refer to the Texas Handbook on Dyslexia in the resources section below).
- Students do not have to be identified as receiving Section 504 or special education services in order to receive support through a campus RTI process.
- If a student fails to respond to intervention, the RTI team may consider the following options:
    - Modify the RTI plan

- Consider a referral for evaluation through Section 504
- Consider a referral for evaluation through Special Education
- Although no formal evaluation is required to participate in the RTI process, evaluation is required for any students considered for Section 504 or special education.
- There is a process through general education for evaluation for Section 504
- The campus Diagnostic Specialist maintains the responsibility for the Dyslexia and related disorder identification for students referred to special education

Resources

- Dyslexia Handbook
- TEA English Language Arts and Reading

The following resources provide information to support educators providing dyslexia services:

Accessible Instructional Materials

Accommodation Resources – Classroom/Campus (outside source)

Accommodation Resources – State of Texas Assessment Program

International Dyslexia Association (IDA) (outside source)

Technology Integration for Students with Dyslexia (outside source)

Texas Center for Learning Disabilities (outside source)

Emotional Disturbance

FRAMEWORK (WHAT'S REQUIRED):

To assess children in all areas related to the suspected disability, including if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities. For a child to be eligible for services under IDEA, the child must qualify in one or more of the thirteen areas of disability 34 CFR 300.304(c)(4) and 20 USC 1414(b)(3)(B).

Emotional Disturbance 300.8(c)(4), 89.1040(c)(4), 1401(3)(A) Definition of Emotional Disturbance:

IDEA in 34 CFR, §300.8(c)(4) defines Emotional Disturbance as a condition exhibiting one or more of the following:

(A) An inability to learn that cannot be explained by intellectual, sensory, or health factors.

(B) An inability to build or maintain satisfactory interpersonal relationships with peers and teachers.

(C) Inappropriate types of behavior or feelings under normal circumstances.

(D) A general pervasive mood of unhappiness or depression.

(E) A tendency to develop physical symptoms or fears associated with personal or school problems.

*As defined by IDEA, emotional disturbance includes schizophrenia but does NOT apply to children who are socially maladjusted, unless it is determined that they have an emotional disturbance.

And must exist over a long period of time (generally 3-6 months), to a marked degree, and adversely affects a child's educational performance.

PERSONS RESPONSIBLE:

Special Education Evaluators and ARD Committee

TIMELINES:

Evaluation follows timelines listed in the Child Find section.

METHODS (WHAT WE DO):

Determining the Presence of an Emotional Disturbance:

Many individuals at one time or other display behaviors similar to, or the same as, those displayed by individuals referred to here as having "emotional disturbance". The primary differences between the individual with "emotional disturbance" and other individuals, however, are as follows:

- The duration of the behavior. The behavior does not occur as an isolated instance, but rather is long-standing.

- The intensity or magnitude of the behavior. The behavior is grossly inappropriate for the time and place in which it occurs.
- The rate of behavior. The behavior happens with a much higher frequency than is expected to occur during a given length of time under normal circumstances. For a student to be eligible under this category, the evaluation data must be analyzed to determine if the behaviors exhibited by the student are of a marked degree, are displayed over an extended period of time and result in an adverse effect on educational performance.

ED evaluations must include:

- Standardized Parent and Teacher Rating Scales
- Standardized Self-Reports
- Student Interview
- Teacher(s) Interview
- Parent Interview
- Direct Observation
- Cognitive evaluation
- Achievement/Educational Performance Measures
- Health Information
- Sociological Information

A Note on Preschool-age Children:

While a referral to consider eligibility for the receipt of special education services can be initiated at any time before or during the provision of targeted interventions, children who receive behavioral supports at an increased level of intensity and individualization, are exposed to a structured environment, and do not respond to targeted supports over a reasonable period of time, and continue to manifest behavioral challenges should be evaluated to determine if they are a child with a disability. The comprehensive evaluation and assessment of young preschool-age students to determine if they have a disability that will require special education and related services should include multiple components. Parent/guardian participation is essential in the evaluation process, as they hold key information related to their child's early development as well as information related to their child's early learning experiences and opportunities.

English Learners (EL) and Special Education

FRAMEWORK (WHAT'S REQUIRED):

If the child is identified as an English language learner, the ARD committee must comply with the ADMISSION, REVIEW, AND DISMISSAL COMMITTEE MEMBERSHIP framework by including a professional member of the language proficiency assessment committee (LPAC) to serve on the ARD committee.

The decision for entry into a bilingual education or English as a second language (ESL) program must be determined by the ARD committee in conjunction with the LPAC and must comply with the STATE AND DISTRICTWIDE ASSESSMENTS framework.

If the tests approved by the commissioner of education for indicating limited English proficiency would be inappropriate as part of the child's IEP, the ARD committee in conjunction with the LPAC must: Determine an appropriate assessment instrument; and designate the level of performance for indicating limited English proficiency.

The decision to exit the child who receives both special education and special language services from the bilingual education or ESL program is determined by the ARD committee in conjunction with the LPAC. If the standard tests used to exit children from the bilingual or ESL program would be inappropriate as part of the child's IEP, the ARD committee in conjunction with the LPAC must determine an appropriate assessment instrument and performance standard requirement.

TIMELINES:

Annually

PERSONS RESPONSIBLE:

ARDC and LPAC

METHODS (WHAT WE DO):

Students Receiving Special Education Services Who Are English Learners

All students pre-K through 12th grade with a home language other than English are administered a TEA approved English Language Proficiency Test to determine status as an English Learner. Students eligible for 3 years old and 4 year old pre-K receiving special education services must be administered the English Language Proficiency Test upon meeting pre-K eligibility criteria. The Bilingual representative for MFISD campuses is responsible for ensuring appropriate identification of English Learners.

MFISD PPCD teachers serving 4-year-old students eligible for PreK receiving special education services not yet identified as English Learners refer students to the campus bilingual representative for testing.

ARDC/LPAC

When a student served through special education is an English Learner, the student's ARD Committee must work in conjunction with the Language Proficiency Assessment (LPAC) Committee to ensure that issues related to both the student's disability and language proficiency are carefully considered. The ARD/LPAC addresses:

- The student's cognitive and linguistic abilities, and affective needs;
- Linguistic accommodations that will help the student access the general curriculum;
- Whether the student will benefit from second language acquisition services,
- Assessment

ARD administrator may not serve dual role as LPAC representative in ARDC. Regular education and special education teachers may serve dual roles as LPAC representatives in ARDC. (Legal Framework: 89.1050(c)(1)(J)).

Note: For students receiving PPCD services whose home language is other than English and who have not yet been formally identified as English Learners (preK eligible and administered English Language Proficiency Test), the ARDC will include a district bilingual representative.

Reclassification as English Proficient

English Learners may be reclassified as English Proficient with documentation of having academic English language proficiency and other TEA approved assessments (TEA EL Reclassification Criteria Chart). This reclassification criterion applies to the majority of students identified for special education. A student with significant cognitive disabilities may qualify to be reclassified using alternate criteria which gives special consideration to an English Learner for whom the TEA approved assessments are not appropriate because of the nature of the student's disability. See TEA Process for Considering Reclassification of English Learners who also have Identified Special Needs document.

State Assessment

The majority of English Learner students are required to participate in state assessment. Exemptions apply to certain English Learner asylees and refugees who:

- qualify as an unschooled asylee or refugee,
- are in the first year of enrollment in US schools, and
- are in grades 3-8.

STAAR Spanish is available in grades 3-5 in reading, writing, mathematics, and science. STAAR Spanish tests are grade-level assessments and test the same grades and subjects as the general STAAR. STAAR Spanish is administered to eligible students for whom a Spanish version of STAAR is the most appropriate measure of their academic progress as determined by the ARDC.

English Learners for whom ARDC are considering **STAAR Alternate 2** will use the STAAR Alternate 2 Participation Companion flowchart to guide decision making. There is not a Spanish version of STAAR Alternate 2. (It is translated into any other language routinely used with the student in instruction as part of test administration.)

Additional information for English Learners and state assessment is available on the TEA website.

Extended School Year

FRAMEWORK (WHAT'S REQUIRED):

"Extended school year services (ESY)" means special education and related services that (34 CFR300.106(b))are provided to a child with a disability (34 CFR300.106(b)(1))beyond the normal school year of the public agency (CFR300.106(b)(1)(i)in accordance with the child's individualized education program (IEP) (CFR300.106(b)(1)(ii)) at no cost to the child (CFR300.106(b)(1)(iii)).

The provision of ESY services is limited to the educational needs of the child and must not supplant or limit the responsibility of other public agencies to continue to provide care and treatment services pursuant to policy or practice, even when those services are similar to, or the same as, the services addressed in the child's IEP (19 TAC89.1065(8)).

No child will be denied ESY services because the child receives care and treatment services under the auspices of other agencies (19 TAC89.1065(8)).

In determining the need for and in providing ESY services, the local educational agency (LEA) may not (CFR 34300.106(a)(3)) and (19 TAC89.1065(1)) limit ESY services to particular categories of disability (CFR300.106(a)(3)(i) and 19 TAC 89.1065(1)(A)) or unilaterally limit the type, amount, or duration of ESY services (CFR300.106(a)(3)(ii) and TAC89.1065(1)(B)).

The need for ESY services must be determined on an individual basis by the admission, review and dismissal (ARD) committee (19 TAC89.1065(1). Each LEA must ensure that ESY services are available as necessary to provide free appropriate public education (FAPE) (CFR300.106(a)(1))and ESY services must be provided only if a child's ARD committee determines, on an individual basis, that the services are necessary for the provision of FAPE (34 CFR300.106(a)(2)).If the LEA does not propose ESY services for discussion at the annual review of a child's IEP, the parent may request that the ARD committee discuss services (19 TAC89.1065(5)).

The ARD committee must determine the need for ESY from formal and/or informal evaluations provided by the district or the parents (19 TAC89.1065(2)).For a child enrolling in the LEA during the school year, information obtained from the prior LEA as well as information collected during the current year may be used to determine the need for ESY services (19 TAC89.1065(7)).

The ARD committee must identify the critical areas addressed in the current IEP objectives, if any, in which the child has exhibited, or reasonably may be expected to exhibit, severe or substantial regression that cannot be recouped within a reasonable period of time (19 TAC89.1065(2)).

- A skill is critical when the loss of that skill results, or is reasonably expected to result, in any of the following occurrences during the first eight weeks of the next regular school year (19 TAC 89.1065(4)): Placement in a more restrictive instructional arrangement (19 TAC89.1065(4)(A)); Significant loss of acquired skills necessary for the child to appropriately progress in the general curriculum (19 TAC89.1065(4)(A)); Significant loss of self-sufficiency in self-help skill areas as evidenced by an increase in the number of direct service staff and/or amount of time required to provide special education or related services (19 TAC89.1065(4)(A)); Loss of access to community-based independent living skills instruction or an independent living environment provided by non-educational sources as a result of regression in skills (19 TAC89.1065(4)(D)); or Loss of access to on-the-job training or productive employment as a result of regression in skills (19 TAC89.1065(4)(E)); and
- "Severe or substantial regression" means that the child has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services (19 TAC89.1065(2)).

PERSONS RESPONSIBLE:

Campus Administrator, ARD Committee, Case Manager

TIMELINES:

ESY will be considered at annual ARD and as needed.

METHODS (WHAT WE DO):

Extended School Year (ESY) services are considered for all students with disabilities. The need for ESY must be determined on an individual student basis by the ARD Committee.

Components of ESY Services:

- The student qualifies for ESY services if, in one or more critical areas addressed in the student's current IEP, that he or she has exhibited, or reasonably may be expected to exhibit, **severe or substantial regression** that cannot be regained within a reasonable period of time.
- The term "severe or substantial regression" means that the student has been, or will be, unable to maintain one or more acquired critical skills in the absence of ESY services.
- A skill is critical when the loss of that skill results, or is reasonably expected to result, in any of the following occurrences to the student during the eight weeks of the next regular school year:

    1. placement in a more restrictive instructional arrangement,

    2. a significant loss of skills needed to progress in the general curriculum,

    3. a significant loss of self-help skills, and therefore requires more direct services and support,

    4. loss of access to non-educational community-based independent living skill instruction or an independent living environment as a result of losing skills, or

    5. loss of access to on-the-job training or productive employment due to losing skills.

- If the loss of acquired critical skills would be particularly severe or substantial, or if such loss results may be expected to result in immediate physical harm to the student or to others, ESY services may be justified without consideration of the period of time for regaining such skills.
- In any case, the period of time for regaining a critical skill shall not exceed six weeks. If the ARD/IEP Committee determines that the student is in need of ESY services, then the IEP must include goals and objectives for ESY services from the student's current IEP in the ARD/IEP Extended School Year Supplement.
- For students who qualify under Autism Spectrum Disorders, ESY is included as one of the possible services offered through the Autism Supplement that is reviewed by the ARD committee.

NOTE: If an ARD Committee believes that a situation warrants an exception to these guidelines, guidance should be sought from the OSS.

Glossary of Terms (English and Spanish)

The vocabulary used in special education is full of acronyms and can be very confusing. Texas Project First has a complete glossary of terms.

http://www.texasprojectfirst.org/node/54

Graduation

FRAMEWORK (WHAT'S REQUIRED):

19 TAC §89.1070. Graduation Requirements

(b) A student entering Grade 9 in the 2014-2015 school year and thereafter who receives special education services may graduate and be awarded a regular high school diploma if the student meets one of the following conditions.

(1) The student has demonstrated mastery of the required state standards (or district standards if greater) in Chapters 110-118, 126-128, and 130 of this title and satisfactorily completed credit requirements for graduation under the Foundation High School Program specified in §74.12 of this title (relating to Foundation High School Program) applicable to students in general education as well as satisfactory performance as established in the TEC, Chapter 39, on the required state assessments, unless the student's admission, review, and dismissal (ARD) committee has determined that satisfactory performance on the required state assessments is not necessary for graduation.

(b) A student entering Grade 9 in the 2014-2015 school year and thereafter who receives special education services may graduate and be awarded a regular high school diploma if the student meets one of the following conditions.

(2) The student has demonstrated mastery of the required state standards (or district standards if greater) in Chapters 110-118, 126-128, and 130 of this title and satisfactorily completed credit requirements for graduation under the Foundation High School Program specified in §74.12 of this title through courses, one or more of which contain modified curriculum that is aligned to the standards applicable to students in general education, as well as satisfactory performance as established in the TEC, Chapter 39, on the required state assessments, unless the student's ARD committee has determined that satisfactory performance on the required state assessments is not necessary for graduation. The student must also successfully complete the student's individualized education program (IEP) and meet one of the following conditions.

(A) Consistent with the IEP, the student has obtained full-time employment, based on the student's abilities and local employment opportunities, in addition to mastering sufficient self-help skills to enable the student to maintain the employment without direct and ongoing educational support of the local school district.

(B) Consistent with the IEP, the student has demonstrated mastery of specific employability skills and self-help skills that do not require direct ongoing educational support of the local school district.

(C) The student has access to services that are not within the legal responsibility of public education or employment or educational options for which the student has been prepared by the academic program.

(D) The student no longer meets age eligibility requirements.

TIMELINES:

Graduation criteria and credits earned will be addressed at each annual ARD in grades 9 - 12.

PERSONS RESPONSIBLE:

ARD Committee, Counselors

METHODS (WHAT WE DO):

A child who receives special education services may graduate and be awarded a regular high school diploma if the child meets the following criteria:

- Satisfactorily completes the credit requirements for graduation under the Foundation High School Program through courses
- Achieves satisfactory performance on the required state assessments (EOC exams), unless the child's ARD committee has determined that satisfactory performance on the required state assessments is not necessary for graduation; and
- Successfully completes the individualized education program (IEP)

A student who has received modified instruction will be awarded a regular high school diploma and graduate under the following conditions:

- Consistent with the IEP, has obtained full-time employment, in addition to mastering sufficient self-help skills to enable the child to maintain employment without direct and ongoing educational support.
- Consistent with the IEP has demonstrated mastery of specific employability skills and self-help skills that do not require direct ongoing educational support of the school.
- Has access to outside services.
- No longer meets age eligibility requirements.

A child receiving special education services may earn an endorsement if the child:

- Satisfactorily completes the requirements for graduation under the Foundation High School Program as well as the additional credit requirements in mathematics, science
- Satisfactorily completes the courses required for the endorsement with or without any modified curriculum; and
- Performs satisfactorily on the required state assessments per ARD committee.

A child receiving special education services who is unable to complete two credits in the same foreign language may be allowed to substitute credits if the ARD committee determines the student is unable to complete the foreign language credit requirement.

A student with modified instruction may be eligible for the 18+ Transition Program which focuses on Vocational, Community, Adaptive Living Skills, and Leisure activities.

Health and Medical Services:

FRAMEWORK (WHAT'S REQUIRED):

MFISD will provide health and medical services as determined necessary for students receiving special education services to receive FAPE. A child needing school health services must be provided as specified in the IEP.

PERSONS RESPONSIBLE:

Administration, Case Managers, School Nurse

TIMELINES:

If a student has an individual health plan, it will be addressed at every annual ARD.

METHODS (WHAT WE DO):

- The nurse assists in coordinating communication between the school, home and medical provider.
- The nurse gathers the necessary medical/health information to facilitate the student's safe inclusion in the school program.
- The nurse attends and/or provides input regarding a student's medical needs for staffing and ARD meetings. An Individual Health Plan may be written.
- The nurse obtains written permission from the parent in order to contact the medical provider to discuss the student's health care needs and initiate an individualized health care plan if appropriate.
- The nurse obtains physician order for any medication, medical treatments or procedures to be performed at school.
- The extent of information gathered by the nurse will be determined by the student's health care needs.
- Based on this information, the nurse identifies those health issues that are relevant to the student's educational progress and coordinates the delivery of school health services.
- The nurse plans and coordinates training and education of staff including campus personnel, transportation staff, and district staff to ensure that the student's health needs are being met throughout the school day.

Nursing Services Delivery Models

- Campus nurse
- Trained paraprofessional staff including clinic aides and special education aides in Life Skills units who are trained to perform daily medical procedures and are monitored and supervised by the campus nurse.

LICENSED PRIVATE DUTY NURSES (LPDN)

Parent requests for a child's licensed private duty nurse to provide services to the child at school will be considered on a case-by-case basis. Special education staff will notify the Executive Director of Special Services of parental request.

LPDN are subject to all established Campus, District, State, and Federal laws, policies and procedures. The Special Education and Health Services Departments share joint responsibility for establishing requirements for LPDNs.

LPDNs must consent to a criminal record check and provide a copy of their current Texas Registered Nurse (RN) or Licensed Vocational Nurse (LVN) licensure, current CPR Health Care Provider Certificate, and other pertinent information as required by the District.

The MFISD Coordinator of Health Services may meet with LPDNs and/or their agency representatives to review the following information:

1. An organizational review of MFISD and the Health Services Protocols.
2. Procedures for LPDNs to report/communicate with the campus school nurse.
3. Medical and Legal Issues
    a. The LPDN (or agency if providing the LPDN) has sole responsibility for the LPDN, including training, evaluation, and liability.
    b. Confidentiality:
        i. A release of information form must be completed by the parent for the LPDN to review the student's education records, including special education records.
        ii. LPDN must sign a confidentiality form and abide by confidentiality guidelines. Privacy for all students is required.
        iii. Concerns of an LPDN must be discussed with the school nurse, teacher, or principal. The Health Services Coordinator or Director of Special Education shall be contacted if needed.
4. Delegation: LPDNs do not delegate to MFISD employees.
5. LPDNs are not responsible for the health care of other students.
6. Student Health Care/Health Services Requirements:
    a. A current physician's order for one-to-one nursing care in the school setting.
    b. A current Health Care Plan with physician's order for medications and treatments submitted to the Health Services Coordinator.
    c. Current immunizations or exclusions as required by law.
    d. Plan for absences by LPDN (e.g., substitute RN/LVN – may require orientation by District or private agency).
    e. (5) Requirements for student's health care/to be supplied by the student's parent, the LPDN, or private agency, if applicable:
    f. Emergency planning.
    g. Medications.
    h. Special procedure protocol.
    i. Physicians orders – special equipment/supplies to be used for the student.
    j. General regulations for LPDNs:
        i. Only authorized persons are allowed on school grounds. Like all visitors, LPDNs are required to check in at the principal's office or a designated place upon arrival at school.
        ii. LPDNs must seek the aid of school personnel in case of student discipline issues or suspected mental health or drug/alcohol problems.

iii. LPDNs may not promote any specific business, commercial product or brand name in the school.

7. LPDNs must demonstrate an understanding of the channels for communication within the school setting.
8. Status report on student submitted to Health Services.
9. Health Services Coordinator may contact physicians and parents as needed.

Homebound Services:

FRAMEWORK (WHAT'S REQUIRED):

This instructional arrangement/setting is for providing special education and related services to students who are served at home or hospital bedside.

(A) Students served on a homebound or hospital bedside basis are expected to be confined for a minimum of four weeks (need not be consecutive) as documented by a physician licensed to practice in the United States. The student's ARD committee shall determine the amount of services to be provided to the student in this instructional arrangement/setting in accordance with federal and state laws, rules, and regulations, including the provisions specified in subsection (b) of this section.

(B) Home instruction may also be used for services to infants and toddlers (birth through age 2) and young children (ages 3-5) when determined appropriate by the child's individualized family services plan (IFSP) committee or ARD committee. This arrangement/setting also applies to school districts described in Texas Education Code, §29.014.

PERSONS RESPONSIBLE:

Administration, Case Managers, Licensed Specialist in School Psychology, ARD Committee

TIMELINES:

Homebound services will be established at ARD if a need is for 4 weeks or longer.

METHODS (WHAT WE DO):

If a special education student has a medical condition and will need to be absent from school for a period of 4 weeks or longer, the parent will need to notify the student's case manager. Homebound is often considered a temporary placement and the student is expected to return to the school setting as soon as his/her physician deems appropriate.

The LSSP will provide the parent with the OHI/homebound form for the doctor to fill out or have the parent sign a release to the doctor and fax the form to the doctor to complete. LSSP will request parent consent for release of confidential information from the physician to document and verify medical needs.

Once the completed form is received, the case manager will schedule an ARD committee meeting. The evaluation team member (LSSP) will attend the ARD meeting to present the doctor's information. The ARD committee will determine eligibility for homebound services. Because homebound is a highly restrictive placement, the ARD committee is required to consider LRE when making homebound decisions.

The ARD committee will determine the amount of time (4 hours a week is the minimum requirement) the student will receive services.

The ARD committee will determine what services the student will receive when placed on homebound. These services are generally provided in the student's home with an adult present during the entire instructional period. Homebound services to be provided at sites other than the home must be approved by the ARD committee.

Campus administrators determine providers for homebound services. Providers work with the family to schedule days and times for services to be provided based on the time requirement specified in the IEP.

When the student is ready to return to school, the parent must present a doctor's note giving permission to return to school.

If the ARD committee determined that the student would be out a specific period of time, they would indicate in the deliberations that, following homebound, the student will return to their campus and follow their normal schedule. An additional ARD meeting would not need to be held.

In Home Training

FRAMEWORK (WHAT'S REQUIRED):

The autism supplement requires that the ARD committee consider the need for in-home training, however, the ARD committee can review the need for in-home training for any student served under IDEA.

For a Texas student with autism eligible for special education and related services, the ARD/IEP Committee must consider all eleven peer-reviewed, research-based educational programming practice strategies under § 89.1055(e) of the Texas Administrative Code (TAC). In-home/community-based training or viable alternatives is one of the eleven strategies an ARD/IEP Committee may consider for a student with autism, for example, to facilitate maintenance and generalization of social/behavioral skills from home to school, school to home, home to community, and school to the community. In-home and community-based training (IH/CBT) is a related service that must be considered as one of eleven strategies on the Autism Supplement for a student with autism eligibility, and when needed, addressed in the IEP.

Parent/family training and support is a strategy defined as training and support provided by qualified personnel that, for example-

- Provides a family with skills necessary for a child to succeed in the home/community setting
- Includes information regarding resources- for example, parent support groups, workshops, videos, conferences, and materials designed to increase parent knowledge of specific teaching/management techniques related to the child's curriculum
- Facilitates parental carryover of in-home training, for example, strategies for behavior management and developing structured home environments and/or communication training so that parents are active participants in promoting the continuity of interventions across all settings

Consideration of any strategies included in the autism supplement in no way implies a requirement to implement a particular strategy. It is the responsibility of the Admission, Review, and Dismissal (ARD)/ IEP committee to determine which of the strategies if any should be included in a student's IEP.

PERSONS RESPONSIBLE:

Administration, ARD Committee, Occupational Therapist, Physical Therapist, ABA Therapist

TIMELINES:

Will be reviewed at each annual ARD as part of the Autism Supplement; for other disabilities as requested.

METHODS (WHAT WE DO):

The ARD committee must determine the need for in-home training.

- For students that may have difficulty generalizing skills from one environment to another, In-home/community-based training is an option an ARD committee may choose for the student to learn or reinforce social skills in a variety of settings.

- Training focus is on the student.
- In-home training should be based on assessment, related to existing goals and objectives, and reflect the amount of time for the training.
- The ARD committee members would determine if additional evaluation is needed to determine appropriate goals and objectives for the in-home training.
- Goals and objectives would be established.
- The ARD committee would determine how much time is needed for the student to benefit from the in-home training. There is no district specification on time and should reflect the amount of time needed for each individual student. This time and need for service should be recorded under supplemental services and supports on the student's IEP.
- Depending on the needs of the student and the plan established, the ARD committee would determine whether the campus ABA therapist, LSSP, OT, PT, speech therapist, teacher, or a paraprofessional could provide the in-home training.
- The in-home trainer would contact the parent and establish a schedule to provide services. Any missed/declined sessions would be documented.
- The in-home trainer will maintain progress notes on the sessions provided.
- The in-home trainer would provide a recommendation to the ARD committee at the annual ARD to determine whether services have been effective and whether they need to be continued.
- ARD committees will use the Autism supplement in addition to the IEP schedule of services or supplementary services section of IEP to document in-home training for the student that is identified with Autism.

IEE (Independent Educational Evaluation)

FRAMEWORK (WHAT'S REQUIRED):

If he or she disagrees with an evaluation obtained by MFISD, a parent or legal guardian has the right to an IEE of his or her child from a qualified examiner at public expense unless MFISD demonstrates in a due process hearing that its own evaluation of the child was appropriate. If a parent or legal guardian requests an IEE at public expense, MFISD, without unnecessary delay, shall either file a request for a due-process hearing to establish that the assessment with which a parent or legal guardian disagrees is appropriate or agree to fund the IEE. If MFISD files a due-process complaint and the hearing officer finds the school district's evaluation was appropriate, the district is alleviated of responsibility to fund an IEE. 300.502(a)(1)

If the parent obtains an IEE at private expense, the results may be presented as evidence at a hearing regarding the student.

If a hearing officer requests an IEE as part of a hearing, the cost of the IEE must be at public expense. Public expense means that MFISD either pays for the full cost of the IEE, or ensures that the evaluation is otherwise provided at no cost to the parent.

If a parent requests an IEE, the district may ask for the parent's reason why he or she objects to the public evaluation. However, the explanation may NOT be required, and MFISD will not unreasonably delay either providing an IEE at public expense or initiating a due process hearing to defend the district's evaluation.

PERSONS RESPONSIBLE:

Administration, Evaluation personnel, Executive Director of Special Services

TIMELINES:

Refer to timelines below.

METHODS (WHAT WE DO):

All parent or legal guardian requests for an IEE should be made in writing and forwarded to the MFISD Executive Director of Special Services.

When MFISD receives a written request for an IEE, the campus ARD Facilitator will do the following:

- Document the date and time the request was received.
- Immediately notify the Director of Special Services.
- After coordination with Executive Director of Special Services, provide a response to the request for an IEE within 15 school days.
- Responses will include approval for an IEE or notice of filing for a due process hearing with TEA.

Granting a Request for an IEE:

1. Provide Prior Written Notice (PWN) that indicates the school district's decision to grant the request for the IEE.

2. In addition to the basic requirements for PWN, include the following:
    a. Indicate the evaluation with which the parent or legal guardian disagreed and type of IEE granted.
    b. If unknown, ask the parent or legal guardian to identify the specific area of disagreement. (The parent or legal guardian is not obligated to provide this information, and failure to respond to the school district's inquiry does not alleviate the school district from its obligation to provide an IEE or timely file for due process.)
    c. MFISD criteria for IEE

Denying a Request for an IEE:

In the event MFISD denies a request for an IEE, MFISD will file for a due process hearing with TEA to defend the appropriateness of its own evaluation unless MFISD receives written notice from the parent/guardian withdrawing the request.

MFISD CRITERIA FOR PUBLICLY FUNDED IEES

Information for Parents

- If MFISD has not conducted an evaluation, the parent does not have a right to an independent evaluation at public expense.
- Only one IEE for each evaluation completed by MFISD is available at public expense.
- The IEE will evaluate the same areas assessed by the MFISD evaluation unless MFISD evaluation did not address all areas of suspected disability.
- The results of a parent initiated IEE will be considered by MFISD, but such consideration does not make the district liable for reimbursement for the IEE.

A. Parents Notify District

Parents provide written request for an IEE. Request an IEE as soon as possible, but preferably within six months, but in any case, no later than one year following the MFISD evaluation in question. If willing, provide information regarding areas of disagreement with the MFISD evaluation. MFISD may offer to resolve the parent's disagreement by providing additional evaluation, but the parents are not required to accept the offer.

B. Where an IEE may be obtained

Information on where the IEE may be obtained will be provided to parents upon request for an IEE. A non-exhaustive list of qualified evaluators who can provide an IEE is available from the MFISD Special Services Office. Parents may choose an evaluator not on the list who meet the minimum criteria. The district criteria (State/Federal requirements) applicable for all evaluations must also be followed for the IEE. See Evaluator requirements below.

C. Next Steps

Parent or guardian will provide the name of the proposed evaluator(s) to allow MFISD to:

a. Check certification/licensure of evaluator
b. Determine compliance with MFISD IEE criteria; and
c. Contact the evaluator(s) to establish status as a MFISD approved vendor
d. Develop a contract for services with the evaluator.
e. Obtain parent/guardian consent to release confidential information.

D. Reimbursement of Payment

1. Reimbursement/payment will be made directly to evaluator(s) upon receipt of IEE, which meets all of MFISD's IEE criteria.
2. Parents obtaining an IEE without following these procedures will risk non-payment.

3. Whenever an IEE is at public expense, the criteria under which the IEE is obtained must be the same as the criteria the school uses when it initiates an evaluation, to the extent those criteria are consistent with the parent's right to an IEE.

E. Evaluator Requirements

1. The independent examiner will have the same qualifications as the MFISD assessment personnel would have if performing the same evaluations (e.g. LSSP, educational diagnostician, speech therapist, etc.) as described in the SBOE Rules and MFISD procedures. If the independent examiner wishes to use additional persons to conduct the IEE, each person must meet the district's criteria for performing his or her part of the IEE.
2. The evaluator may conduct the evaluation in the school building to which the student is assigned, or other mutually agreeable location for completing the evaluation.
3. The independent examiner will be provided appropriate information from the student's cumulative folder and special education audit folder. In order to exchange information, including the release of student information and the receipt of the IEE report, protocols, and assessment data, "Consent for Disclosure of Confidential Information" must be obtained from the parent.
4. The independent examiner may meet with appropriate school personnel to gather information about a student prior to the assessment and share information following the assessment with the ARD committee.
5. The independent examiner shall follow federal and state assessment regulations and rules, reporting requirements and established eligibility criteria for the identification of students with disabilities.
6. The IEE may be restricted to one, or as many assessment areas as needed, upon mutual agreement by MFISD and the parent.
7. The evaluator must be located within a 75-mile radius of the school district. This will allow the evaluator access to the public school for observation of the student and attendance at the ARD meeting.
8. The evaluator must provide information in the same timely manner as required by district personnel, including an original typed and signed report to MFISD within 30 calendar days from the agreed upon date that the IEE is due and 5 school days prior to the ARD meeting at which the IEE will be considered.
9. The report must include an original signature and title of all assessment personnel involved in the evaluation.

F. IEE Assessment Criteria

1. The independent evaluator shall only use the most current version of each instrument utilized for the IEE.
2. The independent examiner must be trained and qualified to administer, score, and interpret the evaluation instrument(s) used in the IEE as specified by the test publisher.
3. The independent evaluator shall use assessment instruments that are age, gender, and native language appropriate for the student.
4. The independent evaluator shall use assessment instruments that are chosen on the basis of their relevance to determine the disability and/or educational needs of the student and any other educational questions to be addressed by the IEE. The independent examiner will only assess in areas (i.e. AU, ED, LD, etc.) that have been previously assessed by the school district, and only in areas that have been requested by the parent and the district.
5. The independent evaluator shall review the student record, including the results of evaluations conducted by the district.
6. The independent evaluator shall not knowingly utilize sooner than recommended in the test publisher's guidelines, the same version of an instrument or measure that was used in a previous assessment of the student.

7. The independent evaluator should not use any single measure as the sole criterion for determining whether a student has a disability or for determining an appropriate education program for a student.
8. The independent evaluator shall select and administer assessment instruments so as not to be discriminatory on a racial or cultural basis.
9. The independent evaluator shall provide and administer assessment instruments in the student's native language or other mode of communication and in the form most likely to yield accurate information on what the student knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to do so.
10. The independent evaluator shall select and administer evaluations tailored to assess specific areas of educational need, and not merely those designed to provide a single intelligence quotient.
11. The independent evaluator shall select and administer assessment instruments that accurately reflect the student's aptitude, achievement level, or other factors the test purports to measure, rather than reflecting the student's impaired sensory, manual, or speaking skills unless those skills are the factors the test purports to measure.
12. The independent evaluator shall include an observation(s) of the student in an educational setting, and interviews of the school staff, if student observations and staff interviews would be included in an MFISD district evaluation. The independent evaluator shall include parent information.
13. The independent evaluator shall provide an original signed report of findings to MFISD within 30 calendar days from the date that MFISD has agreed for the IEE to be completed. That report should include the following:
    a. Date(s) when evaluation activities were conducted
    b. A list of all information/date reviewed
    c. A complete summary of all test scores, along with subtest scores of the tests administered
    d. A complete summary of all information obtained or reviewed from observations, interviews, and other non-standardized assessment instruments
    e. A discussion and interpretation of test results
    f. Full and complete information that addresses the presence or absence of those symptoms or conditions included in the specific eligibility criteria, according to state and federal regulations. The report shall include the type and severity of the impairment, and the functional implications for the educational process. The report must provide the ARD committee with sufficient information to determine whether the student has a disability that requires the provision of special education services to the student, and if so, information that is sufficiently comprehensive to identify all of the student's special education and related service needs, whether or not commonly linked to the student's disability category
14. All personnel involved in the evaluation shall sign the report.
15. The independent evaluator must meet all state law and district policy requirements concerning criminal history.

G. Criteria for Fee Setting

1. MFISD will pay a fee for the IEE which allows a parent to choose from among the qualified professionals in the area. The estimated rates for IEEs and required credentials are below:
    a. Functional Behavioral Assessments-not to exceed $1500. (Required credential: Licensed Specialist in School Psychology (LSSP) or Board Certified Behavior Analyst (BCBA))
    b. Psycho-educational evaluations (including bilingual)-not to exceed $1500. (Required credential: LSSP or Diagnostician)

c. Psychological evaluations (including bilingual)-not to exceed $1500. (Required credential: LSSP)
d. Speech and Language evaluations (including bilingual)—not to exceed $1200. (Required credential: Speech Language Pathologist with Certificate of Clinical Competence (CCC))
e. Vocational Assessments—not to exceed $1000. (Required credential: LSSP, Diagnostician, or other education related certificate)
f. Occupational and Physical Therapy evaluations—not to exceed $750. (Required credential—Occupational therapy license, Physical therapy license)
g. Functional Vision/Learning Media Assessment—not to exceed $650. (Required credential: Certified Teacher of Vision Impairments)
h. Communication Assessment – not to exceed $650.00 (Required credential: Certified Auditory Impairment Teacher)

2. MFISD will not pay unreasonably excessive fees. An unreasonably excessive fee is one which is 10% above the prevailing fees in the area (or 20% above the Medicaid rate) for the specific test being considered.
3. Parents will have the opportunity to provide evidence of any unique circumstances that would justify an IEE that does not fall within MFISD's criteria.
4. When service providers have a sliding scale fee based on parent income, MFISD will pay the amount charged to the parent as long as it is within the district's cost guidelines.
5. In the event that a parent pursues an IEE independently, an original billing form must be submitted to MFISD prior to payment. Before reimbursement or direct payment to evaluator is authorized, district evaluation criteria must be met and the written report must be received.

H. Parents Seeking Reimbursement for a Unilaterally Obtained IEE

1. MFISD will not consider a parent request for payment for a unilaterally, parent initiated IEE unless the request is made within a reasonable time after the parent's receipt of the results of the IEE. A reasonable time is defined as 90 calendar days.
2. The request will be presented to MFISD for action.
3. The results of a unilaterally obtained IEE at private (parent) expense will be considered by the ARD committee in any decision made with respect to the provision of a free appropriate public education to the student if the IEE meets the district's criteria. Such consideration does not mean the district must accept the recommendations in the IEE, nor does it make MFISD liable for payment of the evaluation.

<u>REVIEWING THE IEE</u>

ARD facilitator will schedule an ARDC meeting to consider the results of the IEE within a reasonable timeframe. Consideration by the ARD committee of an IEE or a parent- or legal-guardian-initiated evaluation that meets school district criteria is mandated by law.

- The ARD committee is required to consider the evaluation in any decision made with respect to the provision of a free, appropriate public education.
- If the complete and final IEE report is provided to the school district for the first time at an ARD committee meeting, the ARD committee will table the meeting and reconvene at a later time to allow MFISD staff adequate time to review the report and determine compliance with school district criteria for an IEE.
- The ARD Committee is not mandated to accept the evaluation findings, implement the recommendations, or modify the IEP unless ARDC determines necessary to provide the child with a free, appropriate public education.

Individualized Education Program

FRAMEWORK (WHAT'S REQUIRED):

The Local Education Agency/district must ensure that an IEP be in effect for all eligible children with disabilities on their third birthday. If a child's third birthday occurs during the summer, the child's ARD committee must determine the date when services will begin. Home instruction may be used for young children (ages three through five) when determined appropriate by the ARD/IEP committee (19 TAC 89.63(c)(2)(B)//).

The Individualized Education Plan (IEP) is a written plan for each child with a disability that is developed, reviewed, and revised annually in an ARD/IEP committee meeting. The IEP includes the following information:

- a statement of the child's present levels of academic achievement and functional performance (34 CFR 300.320(a));
- how the child's disability affects involvement and progress in the general education curriculum (34 CFR 300.320(b));
- measurable annual goals, including academic and functional goals designed to meet the child's needs and address skill deficits;
- a description of how the child's progress will be measured and when the progress will be provided;
- a statement of the special education and related services and supplementary aids and services, program modifications or supports that will be provided to the child (34 CFR 300.320 (a));
- an explanation of the extent, if any, to which the child will not participate with nondisabled children in the regular class;
- a statement of accommodations that are necessary to measure the academic achievement and functional performance of the child on State and districtwide assessments;
- if the child must take an alternate assessment instead of a regular State or districtwide assessment of student achievement, a statement of why the child cannot participate in the regular assessment and why the particular alternate assessment selected is appropriate;
- the projected date for the beginning of the services and the anticipated frequency, location, and duration of the services;
- for students age 14 and older, appropriate measurable postsecondary goals based upon age appropriate transition assessments related to training, education, employment, and, where appropriate, independent living skills; and the transition services needed to assist the child in reaching those goals;

When developing the IEP, the ARD committee must consider (34 CFR 300.324):

- The strengths of the child;
- The concerns of the parents for enhancing the education of their child;
- The results of the initial or most recent evaluation of the child;
- The academic, developmental, and functional needs of the child.

PERSONS RESPONSIBLE:

Special education staff, case manager, ARDC committee, ARDC Facilitator

TIMELINES:

IEP will be reviewed at least annually, and as requested.

METHODS (WHAT WE DO):

The Individualized Education Program (IEP) is developed by the ARDC/IEP Committee. The IEP must include certain information about the student and the educational program designed to meet his or her unique needs:

- **Current performance:** The IEP must state how the student is currently doing in school (known as the Present Level of Academic Achievement and Functional Performance (PLAAFP)). This information usually comes from the evaluation results, state assessment and benchmark testing, classroom tests and assignments, observations made by parents, teachers, and other school staff. The statement about "current performance" includes how the student's disability affects his or her involvement and progress in the general curriculum.
- **Annual goals:** These are goals that the student can reasonably accomplish in a year. The goals are broken down into short-term objectives or benchmarks as necessary. Goals may be academic or functional and must be measurable
- **Special education and related services (see *Related Services*)**
- **Participation with non-disabled students:** The IEP must explain the extent to which the student will participate with non-disabled students in the general education class and extracurricular activities.
- **Participation in state and district-wide assessments (see *State Assessment*)**
- **Frequency, location, and duration:** The IEP must state when services will begin, how often they will be provided, where they will be provided, and how long they will last.
- **Transition services (see *Transition*)**
- **Age of majority:** Beginning at least one year before the student reaches the age of majority, the IEP must include a statement that the student has been told of their rights at the age of majority.
- **Progress monitoring:** The IEP must state how the student progress will be measured, by what method, and when the parents will be informed of that progress.

Least Restrictive Environment (LRE)

FRAMEWORK (WHAT'S REQUIRED):

Each local educational agency (LEA) must ensure that:

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability of the child is such that education in regular classes with the use of SUPPLEMENTARY AIDS AND SERVICES cannot be achieved satisfactorily.

Reference 34 CFR §300.114(a)(2)(i)(ii).

PERSONS RESPONSIBLE:

ARD/IEP Committee Meeting Members

TIMELINES:

Must be addressed at each annual ARD.

METHODS (WHAT WE DO):

In the provision of free appropriate education in the least restrictive environment, the admission, review, and dismissal (ARD) committee will recommend placement for students with disabilities in an educational setting, which allows the individual to develop according to their abilities and needs as documented in the individualized educational plan (IEP). The ARD committee, in its deliberations and recommendations, is required to complete the following steps:

1. Consider a variety of instructional options and educational settings and recommend the most appropriate option and setting based on the individual student's needs.
2. Recommend placement as close as possible to the student's home.
3. Consider any potentially harmful effects of the recommended placement on the students or on the quality of services which he or she needs.
4. Show evidence that special classes, separate schooling, or other removals of the student from the regular education environment occurring only when education with the use of supplementary aids and services cannot be achieved satisfactorily.
5. Describe the instructional method(s) or curriculum which the student needs and reason(s) why it/they cannot be implemented in a regular classroom.
6. Provide opportunities for the student to participate with nondisabled students in nonacademic and extracurricular activities.

MFISD provides a continuum of services for students with disabilities including mainstream, inclusion support, resource, self-contained programs, RDSPD, and residential and day school placements.

Centralized placements for self-contained programs for students requiring specialized services to meet their needs are at the following campuses:

- Highland Lakes Elem: life skills, bilingual
- Marble Falls Elem: life skills, behavior
- Colt Elem: PPCD, bilingual
- Spicewood Elem: no special programs
- MS: life skills, behavior
- HS: life skills, behavior

Campus determination of self-contained programs is a centralized process. The following criteria is reviewed in making campus assignments:

- services and supports needed
- location of campus to student home
- program capacity

Students with auditory impairments:

- ARD determines if IEP services and supports can be provided at an MFISD campus
- If services and supports cannot be provided at an MFISD campus, placement will be at the Regional Day School Program for the Deaf

Residential and Day School Placements

Should the campus and providers determine based on student need and data that FAPE in the LRE can no longer be provided at an MFISD campus, ARD Facilitator should contact the Executive Director of Special Services for consideration of options.

INSTRUCTIONAL SETTING CODES

The following chart illustrates an example of the instructional arrangement/setting codes for departmentalized secondary and elementary classrooms:

Number of Periods of Special Education Instructional per Day	High School Schedule 360 minutes Instructional	Middle School Schedule 400 minutes Instructional	Elementary Schedule 390 minutes Instructional

One Special Ed Period	Resource (41)	Resource (41)	1 Min to 77 Mins 41 (less than 20%)
Two Special Ed Periods	Resource (42)	Resource (42)	78 Mins to 194 Mins 42 (At least 21% and less than 50%)
Three Special Ed Periods	Resource (42)	Resource (42)	78 Mins to 194 Mins 42 (At least 21% and less than 50%)
Four Special Ed Periods	Mild/Mod/Sev (43)	Mild/Mod/Sev (43)	195 Min to 234 Mins 3 (At least 50% and no more than 60%)
Five- Eight Special Ed Periods	Mild/Mod/Sev (44)	Mild/Mod/Sev (44)	235 Mins to 390 Mins 44 (More than 60%)

LIFE SKILLS/APPLIED ACADEMICS

FRAMEWORK (WHAT'S REQUIRED):

Each school district shall provide services to students with disabilities in order to meet the needs of those students in accordance with 34 CFR §300.39. Instructional arrangements/settings shall be based on the individual needs and IEPs of eligible students receiving special education services.

TIMELINES:

Academic needs of the student will be reviewed at each annual ARD.

PERSONS RESPONSIBLE:

Special Education Teachers, ARD committee

METHODS (WHAT WE DO):

LIFE/Applied Academics

The Marble Falls Independent School District LIFE Skills programs span the instructional ages from Kindergarten up to age 22 for eligible students. These classrooms serve learners with significant cognitive disabilities whose needs are best met through an instructional focus on prerequisite skills that are often learned through real-life application of the grade-level TEKS.

The LIFE Skills/Applied Academics class is designed to meet the educational needs of students with significant cognitive disabilities who require direct, intensive, individualized instruction to acquire, maintain and generalize skills. Instruction is focused on functional skills that are considered critical to the quality of life. Areas addressed include:

- functional academics
- self-help, domestic
- vocational
- communication
- social
- behavior

The LIFE Skills/Applied Academics classrooms are organized around the principles of structured teaching to maximize student independence and to allow teachers to deliver direct instruction of student IEPs on an individual and small group basis. Attention is given to appropriate and purposeful inclusion of students in the general education setting as well.

The LIFE Skills/Applied Academics program uses a team approach to address the unique needs of each student. Depending on student need, service providers from a variety of disciplines plan and implement the overall educational program. Support from district staff is available to assist teachers in behavior management, structured teaching, autism and other areas.

Manifestation Determination Review

FRAMEWORK (WHAT'S REQUIRED):

A Manifestation Determination ARD (MDR) meeting must be held when disciplinary action may result in a "change of placement". Specifically, an MDR must be held:

- When student's removal is for more than 10 days at a time; or
- When a series of removals (for more than 10 days in a school year) constitutes a pattern of exclusion from the student's current placement; or
- When a student has committed a special circumstance offense (weapons, drugs/controlled substance, or serious bodily injury).300.530(e)(1), TEC 37.004(b)(4), TEC 37.0022

The manifestation determination must be made by the ADMISSION, REVIEW, AND DISMISSAL COMMITTEE. 300.530(e)(1) TEC 37.004(b)(4) The MRD committee must make a manifestation determination by looking for a direct and substantial relationship between the student's disability (all disabilities) and the behavior(s) subject to disciplinary action. The campus administrator is responsible for ensuring the disciplinary hearing is held prior to the ARD Committee meeting. The MDR purpose is not to determine guilt/innocence or make removal recommendations. The ARD Committee must consider whether the student's behavior indicates the need for a new or an additional formal or informal evaluation.

The conduct is a manifestation of the child's disability if the ARD committee determines that:

- The conduct was caused by, or had a direct and substantial relationship to, the child's disability 300.530(e)(1); ***or***
- The conduct in question was the direct result of the LEA's failure to implement the IEP. 300.530(e)(2)

If the committee determines that the conduct is a manifestation of the child's disability, the LEA must comply with the WHEN BEHAVIOR IS A MANIFESTATION framework.

If the committee determines that the conduct is not a manifestation of the child's disability, the LEA must comply with the WHEN BEHAVIOR IS NOT A MANIFESTATION framework.

PERSONS RESPONSIBLE:

Administration, Case Managers, LSSP, ARD Facilitator

TIMELINES:

For ISS/OSS: Prior to the tenth day of cumulative alternate placement.

For DAEP: The MDR will be held after the disciplinary review but ***prior to*** the DAEP intake meeting unless an imminent threat to student safety exists.

METHODS (WHAT WE DO):

The following information should be reviewed in making manifestation determination:

- Evaluation/Diagnostic information
- Current {within 3 years} Functional Behavioral Assessment (FBA)

- IEP (to include any current Behavior Intervention Plan)
- Discipline Records
- Teacher Documentation/Reports
- Attendance Records
- Parent Information
- Health Records
- State Assessments and/or Benchmark Data

The following two standards must be considered to determine if the behavior is a manifestation of the student's disability (or any suspected disability).

Standard 1: is the behavior subject to disciplinary action a direct result of failure of the school to implement the IEP. (i.e.: Did the student engage in the behavior because the Special Education services and behavior intervention strategies identified in the student's IEP or his/her placement were NOT being followed?)

Standard 2: Based on the information presented to this committee, does there appear to be a direct and substantial relationship between the incidents in question and the student's disability? (If the committee is having difficulty answering this question, ask them to consider the behavior in question across settings and over time. If the answer is yes that the same or similar behavior occurs both across settings and over time, then there very likely is a relationship between the incident in question and the disability.)

If either of these standards is met, the behavior is considered to be a manifestation of the student's disability. Regular disciplinary procedures do not apply and the student must be returned to the placement he/she was removed.

If the standards are NOT met, the behavior is not a manifestation of the disability and the same discipline procedures applied to non-disabled student may be used. The district must continue to provide the student FAPE services in accordance with the student's IEP.

If the behavior infractions falls into a special circumstance category (weapons, drugs, serious bodily injury), the student can be removed to an alternative educational setting for not more than 45 days without regard to the behavior being a manifestation of the disability. Does the behavioral infraction fall into a special circumstance category? (If so, which one?)

- Student carried or possessed a weapon?
- Student knowingly possessed or used illegal drugs on school premises, or at a school function?
- Student sold or solicited the sale of a controlled substance at school, on school premises, or at a school function?
- Student inflicted serious bodily injury upon another person at school, on school premises, or at a school function. Note: definition of serious bodily injury is an injury which involves substantial risk of death; extreme physical pain; protracted and obvious disfigurement; or protracted loss or impairment of the function of a bodily member, organ, or mental faculty)

If the parent disagrees with the MDR, it does not trigger a 10-day stay put. The student will begin DAEP placement and the committee will reconvene within 10 days. Provide parent/guardian copy of Procedural Safeguards and they may request a hearing through TEA.

FBA/BIP

If the campus administrator is considering removal to DAEP based on a pattern of behavior and there is no current FBA and BIP, the administrator conducting the disciplinary hearing:

(1) Will delay alternate placement of the student until an ARDC can conviene.
(2) Will request the ARD Facilitator to conviene an ARDC meeting to consider the need to develop a Functional Behavior Analysis plan and/or a Behavior Intervention Plan based upon current information.

If the campus administrator is considering removal to DAEP based on an isolated incident, the administrator conducting the disciplinary hearing will:

(1) Consider the need to develop a FBA and BIP
(2) If so, the administrator will request the ARD Facilitator to conviene an ARDC. The ARDC may elect to develop a FBA plan to review any potential behavior patterns and emerging needs, and to develop a supporting BIP if needed. Date to review FBA and develop BIP should be scheduled.

Outside Evaluations

FRAMEWORK (WHAT'S REQUIRED):

When presented with outside evaluations provided by parents, MFISD must consider as part of child find, eligibility, and/or provision of special education services. 300.111(a)(1)(i)

TIMELINES:

Will be discussed at ARD in a timely fashion.

PERSONS RESPONSIBLE:

Counselors, 504 Committee, ARD committee, Evaluation personnel

METHODS (WHAT WE DO):

Parents may provide private evaluations to the school for consideration. Parents are encouraged to provide the report in full so that staff can best assist the student in programming.

A. If the student is not currently in special education or receiving 504 accommodations, the evaluation is given to the counselor who:
    a. Shares information with staff.
    b. Offers parent option to request a formal evaluation for 504 program services or special education services.
B. If the student is currently enrolled in either 504 or special education services, the evaluation is provided to campus 504 or special education lead. If given to staff in an ARDC or 504 meetings, staff may choose to delay review of evaluation and reconvene at a later date to discuss possible implications/changes in programming.
C. For receiving special education services, Marble Falls ISD assessment representative will request Consent to Release Records to allow MFISD to follow up with private evaluator (s) should additional information related to the private evaluation report be needed.
D. An ARDC meeting will be scheduled to consider outside evaluation(s).

Parent Concerns

FRAMEWORK (WHAT'S REQUIRED):

From time to time, disputes may arise between the parent(s) and the school district relating to the identification, evaluation, or educational placement or the provision of a Free Appropriate Public Education (FAPE), for a student with a disability. The Texas EducationAgency (TEA) encourages and supports the resolution of any dispute at the lowest level possible and in a prompt, efficient, and effective manner. The possible options for resolving disputes include, but are not limited to:

- meetings of the student's admission, review, and dismissal committee;
- meetings or conferences with the student's teachers;
- meetings or conferences, subject to local school district policies, with campus administrator(s), the executive director of special services, the superintendent of the district, or the board of trustees of the district;
- requesting an independent IEP facilitator from TEA to facilitate an ARD committee meeting with parties who are in dispute. TEA sets conditions that must be met which are found in the Notice of Procedural Safeguards;
- requesting mediation through the TEA in accordance with the Individuals with Disabilities Education Act (IDEA),and 34 CFR 300.506(b);
- filing a complaint with the TEA in accordance with 34 CFR 300.153(b); or
- requesting a due process hearing through theTEA in accordance with IDEA and 34 CFR 300.507.
- upon the filing of a request for a due process hearing, the parent(s) and the school district shall also be provided with an opportunity to resolve the dispute through the mediation process established by 34 CFR 300.510(a).

PERSONS RESPONSIBLE:

Campus administrators, campus special education department leads, executive director of special services

TIMELINES:

Within 24 hours of notification of parent concern, the parent will be contacted by a district representative.

METHODS (WHAT WE DO):

Local resolution is a voluntary process that should be the first option, giving parents and the district the chance to resolve any concerns.

- When a parent has a concern, the parent(s) should contact their child's school to speak to the case-manager, ARD facilitator, or campus special education campus coordinator. (Parent may contact Principal or Assistant Principal regarding concern.)
- If concerns are not resolved with initial contact:
    - The parent(s) may contact the Principal or Assistant Principal for assistance.
    - In all cases of unresolved parental concerns, campus personnel involved **will** contact the executive director of special services and document attempts to reach a resolution in the Parent Contact Log in eSPED

- If the campus administrator is not able to assist with a solution, the parent(s) should contact the Executive Director of Special Services. The Executive Director of Special Services can be reached at (830) 693-4357.
- If a parent still has not reached a resolution provide parents with procedural safeguards
- If all efforts to reach a solution with the district are unsuccessful, the parent(s) or another interested party may access dispute resolution options through the Texas Education Agency.

Contact Information

If you have any questions about the information in this document or need someone to explain it to you, please contact:

Local Contact Information		
School Marble Falls ISD	Education Service Center ESC Region 13	Other Resource http://www.partnerstx.org
Name: Dr. Shana Fancher, Executive Director of Special Services	Name: Lindy Frazer, Ed.S., LSSP Region 13 Evaluation Specialist	Name: Veronica Alvarez
Telephone Number: (830)-693-4357	Telephone Number: (512)-919-5313 or (512)-919-5177	Telephone Number: 1-800-866-4726
E-mail: SBunch-Fancher@mfisd.txed.net	E-mail: lindy.frazer@esc13.txed.net	E-mail: partnersresource@sbcglobal.net or valvarezpath@gmail.com

Preschool Program for Children with Disabilities (PPCD)

FRAMEWORK (WHAT'S REQUIRED):

Each public agency must conduct a full and individual evaluation (FIE) before providing special education and related services to a child with a disability (34 CFR 300.301(a)). To participate in the Preschool Program for Children with Disabilities (PPCD), the child may be three, four or five years old, and not yet old enough to be enrolled in kindergarten. The child must be evaluated and meet eligibility criteria for at least one of the IDEA disability categories. Subsequently, an ARD Committee determines if the child needs special education and/or related services (34 CFR 300.8(a)(1)). The Texas Education Agency (TEA) recognizes the following disability categories:

- Auditory Impairment
- Autism
- Deaf-Blindness
- Emotional Disturbance
- Learning Disability
- Intellectual Disability
- Multiple Impairment
- Non-Categorical Early Childhood
- Other Health Impairment
- Orthopedic Impairment
- Speech Impairment
- Traumatic Brain Injury
- Visual Impairment

Special education means specially designed instruction, at no cost to the parents, to meet the unique needs of a child with a disability. Specially designed instruction means adapting, as appropriate to the needs of an eligible child under this part, the content, methodology, or delivery of instruction - to address the unique needs of the child that result from the child's disability; and to ensure access of the child to the general curriculum, so that the child can meet the educational standards within the jurisdiction of the public agency that apply to all children (34 CFR 300.39(a)).

Each public agency must ensure that to the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are educated with children who are nondisabled; and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only if the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (34 CFR 300.114(a)).

Each public agency must ensure that a continuum of alternative placements is available to meet the needs of children with disabilities for special education and related services. The continuum must include instruction in regular classes, special classes, special schools, home instruction, and instruction in hospitals and institutions; and make provision for supplementary services (such as resource room or itinerant instruction) to be provided in conjunction with regular class placement (34 CFR 300.115(b)).

ECI

For Infant and Toddlers with vision or auditory impairments, services may be provided through Early Childhood Intervention (ECI) from birth until three years old. Marble Falls ISD collaborates with BlueBonnet Parent/Child Inc. (PCI) Headstart Center. Eligible students receive services under an Individual Family Service Plan (IFSP).

TIMELINES:

See timelines within Methods.

PERSONS RESPONSIBLE:

Evaluation staff, ARD committee, ECI staff

METHODS (WHAT WE DO):

- For children referred prior to age three as a referral through an early intervention program while receiving services through ECI, special education services must be made available to the child on his or her third birthday if the child is found eligible.
- A child who is four years old on or before September 1st and meets district pre-kindergarten requirements may enroll in the district's pre-kindergarten program. Certain guidelines must be met for pre-kindergarten attendance.
- A student must be five years of age on or before September 1st to participate in the district's kindergarten program.
- If the child is to be evaluated by our Play-based Assessment Team for Preschool Children, the parent completes appropriate referral paperwork, notice, and consent. Based on the referral information, the assessment will be assigned to the play-based assessment team or a speech-language pathologist. The evaluation team and/or the SLP completes the evaluation.

For the referral of a child who is approaching his/her third birthday and has been served by an Early Childhood Intervention (ECI) Agency, the procedure below has been established to refer the child for special education services in the Marble Falls Independent School District. If the child is determined to have a disability he/she is eligible for special education services on his/her third birthday.

Private, Religious, and Home School services

FRAMEWORK (WHAT'S REQUIRED):

MFISD is required to locate, identify and evaluate all students with disabilities enrolled in private schools located within MFISD boundaries 34 CFR 300.131(a) and USC 1412(a)(10)(A)(i). In addition, MFISD must consult with parents and private schools 34 CFR 300.134 and USC1412(a)(10)(A)(iii)and determine how much funding is available 34 CFR 300.130 and USC1412(a)(10)(A)(i)(I), who will be served and what services will be provided 34 CFR 300.134(c) and USC 1412(a)(10)(A)(iii)(III).

The term "parentally-placed private school children with disabilities" means children with disabilities enrolled by their parents in private, including religious, schools or facilities 34 CFR 300.131(a)

The term "private school" is defined as private elementary or secondary school, including any pre-school, religious school, and an institutional day or residential school that: 19 TAC 89.1096 (a)(1)

- Is a nonprofit entity: 19 TAC 89.1096(a)(1)(A)
  - The term "nonprofit," as applied to an agency, organization, or institution, means that it is owned or operated by one or more corporations or associations whose net earnings do not benefit, and cannot lawfully benefit, any private shareholder or entity; and 34 CFR 77.1(c)
- Provides elementary or secondary education that incorporates an adopted curriculum designed to meet basic educational goals, including scope and sequence of courses, and formal review and documentation of children's progress: TAC 89.1096(a)(1)(B) The term "elementary school" means a nonprofit institutional day or residential school including a public elementary charter school, that provides elementary education, as determined under State law; and 34 CFR 300.130
  - The term "secondary school" means a nonprofit institutional day or residential school, including a public secondary charter school that provides secondary education, as determined under State law, except that it does not include any education beyond grade 12. 34 CFR 300.36

In order to be considered a private school, a home school must provide elementary or secondary education that incorporates an adopted curriculum designed to meet basic educational goals, including scope and sequence of courses, and formal review and documentation of children's progress, but is not required to be a nonprofit entity TAC 89.1096(a)(2), TAC 89.1096(a)(1)(B) , and TEA Private School Guidance

Each school district must locate, identify, and evaluate all students with disabilities who are enrolled by their parents in private, including religious, elementary and secondary schools located in the school district. The child find process must be designed to ensure— (1) the equitable participation of parentally-placed private school children and (2) an accurate count of those children 34 CFR 300.131(a)

The cost of carrying out the child find requirements in this section, including individual evaluations, may not be considered in determining if the school district has met its obligation under 34 CFR 300.133.

TIMELINES:

- TEA Timeline: Within 15 school days upon written referral by the parent/guardian to special education director or district administrative employee, the Notice and Consent or Response to Parent Request for an Evaluation will be issued.
- TEA Timeline: Within 45 school days of receipt of written, signed consent, the Full and Individual Evaluation (FIE) will be completed.
- TEA Timeline: Within 30 calendar days from FIE date, the admission, review, and dismissal (ARD) committee must make its decisions regarding a student's eligibility determination.

PERSONS RESPONSIBLE:

Campus Evaluators, Counselors

METHODS (WHAT WE DO):

Request for Evaluation

1. Discuss your concerns and ask questions about your child's overall development in comparison to others in the classroom.
2. Submit a request for evaluation form (Request for a Disability Evaluation for a Student Parentally Placed in a Private School) to the Marble Falls ISD Office of Special Education Services-Private School Liaison, if you and the teacher feel a formal evaluation is needed to identify a disability.
3. If the district proposes to conduct an initial evaluation, the district will provide to you: 1)prior written notice of its proposal to conduct an evaluation, a copy of the Notice of Procedural Safeguards, and the opportunity to give consent for the evaluation.
4. The private school liaison will begin data collection for the evaluation process and notify you of the assigned evaluation case manager.
5. The private school liaison and assigned evaluation case manager are your contacts throughout this process.
6. If the district refuses the request for an initial evaluation, you will receive an explanation of why the district refused to conduct an initial evaluation, information that was used as the basis of the decision, as well as a copy of the Notice of Procedural Safeguards and Prior Written Notice of Refusal to Evaluate.
7. The private school liaison will contact you for further discussion of your request.

The Consultation Process

The district is required to "timely and meaningfully" consult with representatives of private schools during the design and development of special education and related services for parentally-placed private school children. The district's consultation meeting will be held in the spring. At this meeting, the required consultation topics will be discussed, procedures and timelines to request private school services will be reviewed, and input will be solicited for determination of the special education services to be provided to private school students with disabilities.

Private School Services for Eligible Students Ages 3 or 4 Whose Parents Decline Dual Enrollment

Parents of an eligible student ages 3 or 4 who decline dual enrollment for their child may request a services plan using the same process as described above for students residing within and outside of the district. The school district where the private school is located is responsible for the development of a services plan if the student is designated to receive services. For further information regarding services to students with disabilities enrolled in private schools located within the district's jurisdiction contact: Special Services office at 830-693-4357.

DUAL ENROLLMENT

The parent of an eligible child ages three or four has the right to dual enroll their child in both the public and private school: 89.1096(c)
Beginning on the child's third birthday; and
Continuing until whichever comes first:
The end of the school year in which the child turns five; or
The child is eligible to attend the LEA's kindergarten program.

Private school is defined as a private elementary or secondary school, including any preschool, religious school, and an institutional day or residential school that:

- Is a nonprofit entity; ***and***
- Provides elementary or secondary education that incorporates an adopted curriculum designed to meet basic educational goals, including scope and sequence of courses, and formal review and documentation of children's progress.

In order to be considered a private school, a home school must provide elementary or secondary education that incorporates an adopted curriculum designed to meet basic educational goals, including scope and sequence of courses, and formal review and documentation of children's progress, but is not required to be a nonprofit entity. 89.1096(a)(1) , 89.1096(a)(2)

The LEA where the child resides is responsible for providing special education and related services to the child whose parent choose dual enrollment. 89.1096(c)

Provision of Services

No parentally-placed private school child with a disability has an individual right to receive some or all of the special education and related services that the child would receive if enrolled in a public school 34 CFR 300.137(a) and 19 TAC 89.1096(a). Parentally-placed private school children with disabilities may receive a different amount of services than children with disabilities in public schools 34 CFR 300.138(a)(2).

Parents of parentally-placed private school students are not entitled to receive a due process hearing to challenge the contents of a Services Plan. Due Process is available to challenge the Child Find process (see Concern Process for additional information on due process procedures).

Parents may file a complaint with the TEA regarding the district's failure to meet private school consultation requirements. The complaint must be filed with the school district in which the private school is located and a copy must be forwarded to TEA (see Concern Process for additional information complaint procedures).

An initial ARD offering FAPE will be completed. If parent declines FAPE, a Service Plan will be completed. The Service Plan meeting will be reviewed annually to review progress and plan.

Procedure

The LEA in which a private school is located has the responsibility for Child Find activities including evaluation.

The parent of the student in a private school has the responsibility for contacting the LEA in which the private school is located for referral data.

Parent meets with the administrator or designee of the special education department. The following information is then completed:

- Notice of Full and Individual Assessment
- Receipt for Explanation of Procedural Safeguards
- Consent for Full and Individual Evaluation
- Referral for Special Education Services, Information from Parent
- Release of Information if needed
- Home Language Survey Information – if LEP, LPAC must convene to complete Student Report Form
- If behavioral/emotional problems are suspected, the Behavior Evaluation Scale for Children, a behavior rating scale should be filled out by parent and teacher

School nurse from the public school completes: Health Information which includes hearing and vision assessment. Do not proceed further unless both hearing and vision are adequate or the student's physician addresses deficits in writing. Then the standard referral process follows.

Designated school personnel from the private school obtain the following:

- Referral for Special Education Services, Information from Educational Records
- Work Samples
- Referral for Special Education Services, Information from Classroom Teacher completed by at least two teachers who teach the student in areas of suspected disability
- Home Language Survey Information – if LEP, attach a copy of LPAC Student Report Form
- Copy of Attendance Record
- Copy of Permanent Report Card
- Copy of Achievement Test Texas Assessment Score

If referral is for suspected behavioral/emotional problems, the following must be completed by individuals from the private school:

- Behavior Evaluation Rating Scales
- Behavior Log
- Discipline referrals

The following must be completed by a staff member other than the teacher from the student's private school:

- Classroom Observation

A written full and individual evaluation report is completed within 45 instructional days of the initiation of referral data.

The standard ARD committee process is followed after the completion of the written report at the student's public school home campus if the child resides within the district.

Membership of the ARD committee includes the IEP team from the child's home campus if the child resides within the LEA.

Re-evaluations

FRAMEWORK (WHAT'S REQUIRED):

The LEA must ensure that a reevaluation of each child with a disability is conducted (34 CFR 300.303(a) and 20 USC 1414(a)(2)(A).

- If the LEA determines the educational or related service's needs, including improved academic achievement and functional performance, of the child warrant a reevaluation (34 CFR 300.303(a)(1) and 20 USC 1414(a)(2)(A));
- If a re-evaluation is requested by the child's parents or teacher (34 CFR 300.303(a)(2)); or
- Before determining that the child is no longer a child with a disability (CFR 34.300.305(e) and 20 USC 1414(c)(5)(A)).

A re-evaluation is not required (but a SUMMARY OF PERFORMANCE is required) before the termination of a child's eligibility due to (34 CFR 300.303(a)(2) and 20 USC 1414(c)(5)(B)(i)):

- Graduation from secondary school with a regular diploma (34 CFR 300.305(e)(2) and 20 USC 1414(c)(5)(B)(i)): or
- Exceeding the age eligibility for a free appropriate public education under state law (34 CFR 300.305(e)(2)and 20 USC 1414(c)(5)(B)(i).

A re-evaluation must occur:

- Not more frequently than once a year, unless the parent and the LEA agree otherwise (34 CFR 300.303(b)(1) and 20 USC 1414(a)(2)(B)); and
- At least once every three years, unless the parent and the LEA agree that a re-evaluation is unnecessary (34 CFR 300.303(b)(2) and 20 USC 1414(a)(2)(B)).

PERSONS RESPONSIBLE

Evaluation/Assessment Staff, ARD Facilitator

TIMELINES

- Not more frequently than once a year, unless the parent and the LEA agree otherwise (34 CFR 300.303(b)(1) and 20 USC 1414(a)(2)(B)); and
- At least once every three years, unless the parent and the LEA agree that a reevaluation is unnecessary (34 CFR 300.303(b)(2) and 20 USC 1414(a)(2)(B)).

METHODS (WHAT WE DO

DATA COLLECTION

- The Evaluation/Assessment specialist is responsible for collecting previous evaluations and information provided by the parents (English, Spanish), current classroom-based, local, and/or state assessments, classroom-based observations and related service providers, and health information provided by the school nurse.
    - Any personnel (including nurse when appropriate), with relevant information concerning the student should address those competencies about which they have direct knowledge and/or observation in the eSTAR system.
    - Following written and/or verbal guidance by the assessment representative, parents will be provided a questionnaire for completion.

REED Process

Review of data may take place in an ARDC meeting or a REED (Review of Existing Evaluation Data) meeting;

- The REED must be conducted by the members of the student's admission, review and dismissal committee (ARDC) and other qualified professionals.
- For VI students, a representative of the Programs for the Visually Impaired must be present.
- For AI, a representative from the Program for the Deaf and Hard of Hearing must be a part of the ARDC.
- Parents/Guardian

In determining whether or not additional data is needed, the committee should consider the following:

- Individual needs and progress of the student.
- The specific disability: Certain disabilities may change over time and require formal evaluation to substantiate developmental changes.
- Age of the student: Each case should be considered on an individual basis.
- Emotional/behavioral factors: Behavioral considerations should be documented in various settings for all students. Specific documentation and appropriate and current evaluations will impact future decisions if a Manifestation Determination Review (MDR) is needed.
- Special education services and supports provided: Special education services and supports that are in place and the effect of eliminating, reducing, or changing those services should be considered.
- Instructional demands of grade level standards: A major consideration should be the degree to which the student is able to meet the instructional demands of grade-level standards without special education and related services.

Based on the available data, the determination of the need for a formal evaluation is made.

If the decision is to conduct additional evaluation:

- The parents will be asked to complete the information forms, and to sign the Notice and Consent for Evaluation.
- The FIE must be completed no later than 3 years from the most recent FIE date.
- The Evaluation/Assessment staff Specialist will schedule an ARD/IEP committee meeting, at which time the Evaluation/Assessment staff Specialist will review the re-evaluation data.

If the decision is to continue the current disability identification without any additional formal evaluation information:

- The Evaluation/Assessment staff Specialist will complete the REED document and it will stand as the Full and Individual Evaluation Report.

- The appropriate Documentation of Disability forms will be completed and attached. This information is placed in the student's special education eligibility folder.
- Parents/Guardians will be notified of:
- the determination and the reasons for the determination; and
- the right to request an assessment to determine whether the child continues to be a child with a disability, and to determine the child’s educational needs.

See **TEA Re-evaluation FAQ**

Related Services

FRAMEWORK (WHAT'S REQUIRED):

The ARD committee must determine needed related services. (300.320(a)(4), 89.1050(a)(1))The term related services means transportation, and such developmental, corrective, and other supportive services as may be required to assist the child with a disability to benefit from special education. (300.34(a), 300.34(b))

TIMELINES:

The evaluation will be completed within 45 school days of initial parent consent
The ARD/IEP meeting will be held within 30 calendar days of completion of the Full Individual Evaluation.

PERSONS RESPONSIBLE:

Occupational Therapist, Speech Therapists, LSSPs, Physical Therapist, ARD Committee

METHODS (WHAT WE DO):

The term related services means transportation, and such developmental, corrective, and other supportive services as may be required to assist the child with a disability to benefit from special education.

Differences between the educational model and clinical model:

	EDUCATIONAL MODEL	CLINICAL MODEL
HOW DOES IT START?	Teacher, parent or other involved person can ask the IEP team to consider the need for evaluation	Referral is initiated by physician based on observed delay or diagnosis

WHO DECIDES NEED FOR SERVICE?	• IEP team consensus with recommendation from licensed service provider based on testing and classroom/campus observation •Assessment takes into consideration *only* needs associated with special education program	• Testing and clinical observation by licensed professional in specific area • Assessment takes all settings into consideration • Frequently driven by doctor's orders
WHAT IS THE PURPOSE OF EVALUATION?	• To contribute knowledge and data to the IEP team for discussion and decisions • Helps to identify areas of strengths and needs • Helps to guide goals	• To determine need for services • Helps to identify areas of strengths and needs • Helps to guide goals
WHO DECIDES SCOPE OF SERVICE?	• IEP team—including parents, student (if appropriate), educators, administrators and school based therapists—determine the focus, frequency and duration of therapy • A doctor's order does not drive decisions about school therapy services	• Medical team determines location, focus, frequency and duration of therapy. • Insurance coverage, doctor's orders and transportation may be determining factors
HOW CAN SERVICES BE CHANGED?	Changes to related services require an IEP meeting with parents, educators, administrators and the school based therapist present to discuss and come to consensus	Doctors can alter orders or therapist can change therapy plan, generally discussed with doctor and parents

WHAT IS THE FOCUS OF THERAPY?	•Therapy addresses access to special education and school environment • Works toward independence and participation • Intervention usually for more chronic problems that interfere with educational process	• Therapy addresses medical conditions and impairments • Works to get full potential realized • Intervention usually for acute problems
WHERE DOES THERAPY OCCUR?	• On school grounds, bus, halls, playground, classroom, lunchroom; total school environment • Also work sites and for preschool students some daycare settings	In the clinic, hospital or home
HOW IS THERAPY DELIVERED?	Integrated/inclusive therapy, staff training, program development, collaboration with staff, group intervention, direct one-on-one treatments, consultation	Direct one-on-one treatment to accomplish set goals
WHO PAYS?	No cost to student or family = free and appropriate public education (FAPE)	Fee-for-service payment by family, insurance or governmental assistance.
HOW ARE SERVICES DOCUMENTED?	Related to IEP with accessible, readable language guided by state and local policy reflecting best practice	Dictated by insurance requirements and guidelines of the setting; emphasis on medical terminology and billing codes

Occupational Therapy

Occupational Therapy

(i) Means services provided by a qualified occupational therapist; and (ii) Includes - (A)Improving, developing, or restoring functions impaired or lost through illness, injury, or deprivation; (B) Improving ability to perform tasks for independent functioning if functions are impaired or lost; and (C) Preventing, through early intervention, initial or further impairment or loss of function (§ 300.34, Federal Regulations). Occupational Therapy(OT) is a related service under Part B of the Individuals with Disabilities Education Act (IDEA), and is provided to help a student with a disability to benefit from special education. OTs are healthcare professionals who help individuals, injuries, and illnesses improve or recover their ability to perform everyday activities.

“Occupational Therapy” is the therapeutic use of everyday life activities(occupations) with individuals or groups, for the purpose of enhancing or enabling participating in roles, habits, and routines in-home, school, workplace, community and other settings. Occupational therapy practitioners are concerned with the end result of participation and thus enable engagement through adaptations and modifications to the environment or objects within the environment when needed." (Occupational therapy practice framework: domain & process, 3rd Edition (2014). American Journal of Occupational Therapy (AJOT). 68 (Supplement 1). S44.

School Occupational Therapists promote students’ success and independent participation across school based routines and settings. They support student’s ability to participate in desired daily school activities or “occupations”. Through ongoing team collaborations, including those with students, occupational therapists foster student’s access and progress throughout curricular and extracurricular activities. They offer evidence-based interventions that diminish or eliminate barriers to participate and build competencies required for learning, positive behavior and social participation. Occupational Therapists work collaboratively with student’s IEP team, evaluation, program planning and providing interventions. They also have a critical role in education parent, educators, administrators and other campus staff to promote student success. (American Occupational Therapy Association Fact Sheet).

Occupational Therapy as a related service uses activity and adapted surroundings to facilitate the student's independent functioning and that decrease the effects of the handicapping condition on the student's ability to participate in the educational process. This service endeavors to assist in the development of underlying skills needed for a student's success in his/her individual educational program. Occupational Therapy as a related service may be indicated when a student has a significant degree of dysfunction in fine motor, perceptual, sensory motor and/or self-help skills that interferes with his/her educational performance.

Objectives

1. To collaborate with the ARDC in the IEP development.

2. To demonstrate or recommend activities, techniques, and devices that can be used in the implementation of the IEP by working directly with students or consulting/collaborating with staff.

3. To assist with obtaining and using specialized equipment and technology, such as that needed for positioning,mobility, feeding, writing, and communication.

OCCUPATIONAL THERAPY AND PHYSICAL THERAPY AS RELATED SERVICES
Therapy services may be integrated into a student’s instructional setting when necessary. Therapy interventions may follow a consultation and/or direct therapy service model. Therapy services may be

provided on an individual basis, in a group setting and/or in consultation with the instructional staff. Services will be in collaboration with the teacher, student and parents. Therapy services are provided according to IDEA guidelines for those students who need such intervention to benefit from their educational programming.

NOTE: If a problem is not interfering with the student's ability to participate in the educational program, then the problem is not educationally relevant and would not constitute a need for OT and/or PT services in the educational setting. If a child utilizes a wheelchair for mobility or has some other physical disability that could be problematic in a two-story building, consideration is given when scheduling the student for classes.

Orientation and Mobility

Orientation and Mobility (O&M) is a very important component in the spectrum of services provided to students with visual impairments. In addition to the general education that all students receive, students with visual impairments, starting at birth, also need the Expanded Core Curriculum to meet needs directly related to their vision disability (NASDSE, 1999, p. 70). O&M is one of the related services within the Expanded Core Curriculum for students with visual impairments. Movement, independent or supported, is critical for learning.

Orientation & mobility (O&M) is recognized in IDEA 2004 as a related service, which may be required to assist a student with a visual impairment to benefit from special education. Orientation and mobility specialists provide instruction to students whose visual impairment has adversely affected their ability to travel. It is a necessary skill in the achievement of independence. "Orientation" is the ability to know where one is and how to get to a desired location. It includes body awareness concepts, spatial concepts, and environmental concepts. "Mobility" is the ability to safely navigate from one's present location in the environment to one's desired location in another part of the environment. It includes skills such as guide technique, self-protective techniques and cane skills 34 CFR §300.304(c)(4) requires that "the student is assessed in all areas related to the suspected disability" and 34 CFR 300.304(c)(6) requires that "the evaluation is sufficiently comprehensive to identify all of the student's special education and related service's needs".

The components of services for students with Visual Impairment:

- are determined by the ARD/IEP Committee
- are based upon individual needs of student
- can include infants/toddlers as determined by the IFSP
- can include services from a certified orientation and mobility specialist as determined by ARD/IEP Committee
- can include technology support related to visual impairments

District personnel have knowledge and competencies in the following areas:

- extent to which significant vision loss impacts access to the general education curriculum;
- extent to which significant vision loss impacts communication and social skills;
- alternative methods of communication;
- specially designed instruction;

- accommodations and modifications
- technology supports related to visual impairments.

Physical Therapy

When a campus or parent concern arises for a student in special education that involves a student's positioning, mobility or gross motor performance *as it relates to the student's educational needs*, the campus will consider whether a referral to physical therapy is warranted. There are several circumstances under which a referral to physical therapy may be generated.

1. Students may be currently receiving special education services and demonstrate a lack of progress on a goal in an area that may require the addition of physical therapy in order to allow the student to make satisfactory progress on that goal.
2. Students may move in to the district with physical therapy as part of their individual education plan.
3. Students may be undergoing an initial full and individual evaluation to determine eligibility for special education and the assessment team identifies the need for information from physical therapy to assist in making the eligibility determination.
4. It is determined at the Review of Existing Evaluation Data meeting that updated assessment from physical therapy is needed.

School-based PTs may evaluate students with disabilities to determine the need for services in the educational setting. As a related service to special education, physical therapy services may be recommended to the individualized education program (IEP) team if the expertise of a PT is required for students to access the general education curriculum, to participate in their educational environment, and to benefit from their specially designed educational program.

Related Psychological Services

Counseling services, according to IDEA, means services provided by qualified social workers, psychologists, guidance counselors, or other qualified personnel. Psychological services are generally provided by a LSSP or psychologist, but some services are also appropriately provided by other trained personnel, including school social workers and counselors. An ARD committee is responsible for determining the appropriateness of psychological services as a related service based on the individual educational needs of a student, regardless of the disability categories. Parents are invited to participate in the ARD committee decision-making process.

Related services are provided to an eligible student with a disability at no cost to the parent or guardian. The need for psychological services is examined in an evaluation, conducted by the campus LSSP. Psychological services as a related service may be provided to students with disabilities who have chronic severe behavioral, emotional, or social difficulties and additional school supports are required to help the student achieve annual goals. If the student is eligible for services, an IEP is developed to specify the goals/objectives, projected begin and end date, amount, frequency, duration, and location of

the services. Progress reports explaining the student's progress toward annual IEP goals will be provided to parents on a regular basis. Any changes in the amount of services listed in the IEP must be made at an ARD committee meeting.

Psychological service providers should be present at the ARD committee meeting when the need for the service is discussed or when the progress of the service is being reviewed. While a formal evaluation can be performed, it is not required to dismiss a student from psychological services as a related service. Dismissal should be based on a variety of sources, including teacher observations, parent input, mastery of IEP goals and objectives, performance on statewide assessments, disciplinary referrals, and any other relevant data. The decision to dismiss from related services is determined by the ARD committee and supporting documentation is included in the student's IEP documentation.

These services are educationally based and are not intended as a substitute for family therapy, emergency psychological intervention, or long-term comprehensive psychological counseling, therapy, or medication. These services focus on the skills that the student needs to develop in order to be successful in the school environment.

Psychological services as a Related Service in the IEP:

- Focuses on school-related issues
- Is behavior and/or learning based
- Minimally intrusive
- Emphasizes practical and immediate application
- Is necessary in order to make educational and/or behavioral progress
- Follow the IEP goal and receives progress monitoring
- Can be provided as direct or indirect (consultation) services

Special Transportation:

According to TEA, transportation includes:

- Travel to and from school and between schools
- Travel in and around school buildings
- Specialized equipment (such as special or adapted buses, lifts and ramps), if required to provide special transportation for a student with a disability

Transportation as a related service provides eligible students with disabilities access to their academic programs and certain other related services. Some students with disabilities may require a variety of supports and services that are separate from transportation available to all students, such as:

- Specialized or adaptive equipment for persons who require specialized positioning or seating;
- Bus attendant to help curtail behavioral challenges;
- Air conditioned vehicles for persons who are sensitive to heat or prone to seizures;
- Wheelchair or other mobility device accessibility.

There is no specific evaluation for the provision of transportation as a related service. However, the ARD Committee must document why the student requires special transportation, which is generally based upon disability or program access.

NOTE:

If a parent requests the consideration of other related services, the ARD Committee must discuss these services. The ARD Committee should consider any available assessment that indicates a need for other related services or should consider recommending additional assessment(s) to verify the need for the service(s). In addition, the student must demonstrate an educational need for the service. Each related service request must be supported by valid research demonstrating its educational benefit for students whose demographic characteristics (age, disability, grade level, etc.) are similar to those of the child.

Restraint and Time Out

FRAMEWORK (WHAT'S REQUIRED):

Texas Education Agency rules (19 TAC, Sec. 89.1053) limit the use of physical force (restraint) or a mechanical device that would significantly restrict the free movement of all or a portion of a student's body.

The use of restraint must:

- be limited to such force as is reasonable to address an emergency,
- be discontinued when an emergency no longer exists,
- be implemented to protect the health and safety of the student and others, and
- not deprive the student of basic human necessities.

Time-outs and seclusion

Texas Education Agency rules also include limitations on the use of time-out and seclusion. Time-out occurs when a student is separated from other students for a limited period in a setting that is not locked and in which the exit is not physically blocked by furniture, a closed door held shut from the outside, or another inanimate object. (89.1053(b)(3), TEC 37.0021(b)(3))

TIMELINES:

Attempt to notify parent verbally on the day of the restraint.
Written notice to parent within 24 hours of restraint.
Notice to principal or designee on the day of restraint.

PERSONS RESPONSIBLE:

The employee conducting the restraint, Principal, Case Manager

METHODS (WHAT WE DO):

Training requirements:

Restraint

Training for MFISD school employees, volunteers, or independent contractors on the use of restraint must be provided according to the following requirements. Campus principal contacts Executive Director of Special Services to arrange training.

1. A core team of personnel on each campus must be trained in the use of restraint, and the team must include a campus administrator or designee and any general or special education personnel likely to use restraint.
2. Personnel called upon to use restraint in an emergency and who have not received prior training must receive training within 30 school days following the use of restraint.
3. Training on the use of restraint must include prevention and de-escalation techniques and provide alternatives to the use of restraint.

4. All trained personnel must receive instruction in current professionally accepted practices and standards regarding behavior management and the use of restraint.

If an employee restrains a student:

- a principal or designee must receive notice of the restraint that day,
- a good faith effort must be made that day to notify the student's parent(s),
- written notice to the parent must be placed in the mail or given to the parent within one business day, and
- the student's eligibility folder must contain documentation of the use of restraint.

The documentation of the restraint and the parent notice must include the "who, what, when, where and how" of the restraint, a description of the conduct requiring the restraint, and the alternatives and de-escalation attempted.

Exceptions to Restraint

Actions that are not considered restraint include limited physical contact with a student to promote safety (e.g., holding a student's hand), prevent a potentially harmful action (e.g., running into the street), teach a skill, redirect attention, provide guidance to a location, or provide comfort.

Time Out:

Use of time-out. A MFISD school employee, volunteer, or independent contractor may use time-out with the following limitations.

1. Physical force or threat of physical force must not be used to place a student in time-out.
2. Time-out may only be used in conjunction with an array of positive behavior intervention strategies and techniques and must be included in the student's IEP and/or BIP if it is utilized on a recurrent basis to increase or decrease a targeted behavior.
3. Use of time-out must not be implemented in a fashion that precludes the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.

Training on use of time-out. Training for MFISD school employees, volunteers, or independent contractors will be provided by district designated trainers according to the following requirements. Campus principal contacts Executive Director of Special Services to arrange training.

1. General or special education personnel who implement time-out based on requirements established in a student's IEP and/or BIP must be trained in the use of time-out.
2. Newly-identified personnel called upon to implement time-out based on requirements established in a student's IEP and/or BIP must receive training in the use of time-out within 30 school days of being assigned the responsibility for implementing time-out.
3. Training on the use of time-out must be provided as part of a program which addresses a full continuum of positive behavioral intervention strategies, and must address the impact of time-out on the ability of the student to be involved in and progress in the general curriculum and advance appropriately toward attaining the annual goals specified in the student's IEP.
4. All trained personnel must receive instruction in current professionally accepted practices and standards regarding behavior management and the use of time-out.

ARD must address documentation or data collection regarding the use of time-out in the IEP or BIP. The ARD committee must use any collected data to judge the effectiveness of the intervention and provide a basis for making determinations regarding its continued use.

Section 504 and the ADA

FRAMEWORK (WHAT'S REQUIRED):

Section 504 of the Rehabilitation Act of 1973 provides that —No otherwise qualified individual with a disability in the United States…shall, solely by reason of her or his disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance... Authority: 20 U.S.C. 794

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. The current text of the ADA includes changes made by the ADA Amendments Act of 2008 (P.L. 110-325), which became effective on January 1, 2009.

PERSONS RESPONSIBLE:

Campus Counselors, 504 Committee, Administration

TIMELINES:

- 15 school days from request to parent response to the request (consent or letter of decision not to test)
- 45 school days from signed consent to finalized evaluation
- 30 calendar days from finalized evaluation to Section 504 meeting

METHODS (WHAT WE DO):

A student can be referred for a Section 504/ADA evaluation by the parent or school personnel. All parent requests and school referrals for Section 504/ADA support are facilitated by the Campus Support Team (CST). To be eligible under Section 504/ADA, a student must meet the following criteria:

1. Have a physical or mental impairment which substantially limits one or more major life activities;
2. Have a record of such an impairment; or
3. Is regarded as having such an impairment.

As used in paragraph (1) of this section, the phrase:

(a) Physical or mental impairment means

(A) any physiological disorder or condition, cosmetic disfigurement, or anatomical loss affecting one or more of the following body systems: neurological; musculoskeletal; special sense organs; respiratory, including speech organs; cardiovascular; reproductive, digestive, genito-urinary; hemic and lymphatic; skin; and endocrine; or

(B) any mental or psychological disorder, such as mental retardation, organic brain syndrome, emotional or mental illness, and specific learning disabilities.

(b) *Major life activities* mean functions such as caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.

(c) *Has a record of such an impairment* means has a history of, or has been misclassified as having, a mental or physical impairment that substantially limits one or more major life activities.

(d) *Is regarded as having an impairment* means

(A) has a physical or mental impairment that does not substantially limit major life activities but that is treated by a recipient as constituting such a limitation;

(B) has a physical or mental impairment that substantially limits major life activities only as a result of the attitudes of others toward such impairment; or

(C) has none of the impairments defined in paragraph (j)(2)(i) of this section but is treated by a recipient as having such an impairment.

In determining the need to develop a 504 service plan, a student must have a "record of" or is "regarded as" disabled AND must have an impairment that substantially limits a major life activity.

Once a student is determined eligible for Section 504/ADA, accommodations may be provided, if needed, to mitigate the student's impairment so that the student can participate in academic and extra-curricular activities.

Extra-Curricular Activities

MFISD is committed to providing reasonable accommodations that may be needed by students with disabilities in all its programs and activities in order to ensure that students with disabilities have an equal opportunity to participate. Those additional programs and activities include non-academic activities such as recess, extra-curricular clubs, teams, and sports.

When an accommodation for a student with a disability is requested, district staff must make an individualized determination about whether the provision of a reasonable accommodation to the student is necessary to ensure that the student receives an equal opportunity to participate in the program or activity. This individualized determination may, but does not require a determination by the 504 Committee. The determination does require a reasonable, timely, good-faith effort by a person or persons with the appropriate knowledge or expertise to determine whether there are reasonable modifications, aids and/or services that would provide that student with equal access to the particular activity.

In making the determination of accommodations for a student with a disability, an accommodation that would result in a fundamental alteration in the program or activity does not need to be provided. If certain accommodations would result in a fundamental alteration to the program or activity, district staff should consider alternative accommodations, but only to the extent that the alternative accommodations do not result in a fundamental alteration to the program or activity.

How much is enough information to document that a student has a disability?

The amount of information required is determined by the multi-disciplinary committee gathered to evaluate the student. The committee should include persons knowledgeable about the student, the

meaning of the evaluation data, and the placement options. The committee members must determine if they have enough information to make a knowledgeable decision as to whether or not the student has a disability. The Section 504 regulatory provision at 34 C.F.R. 104.35(c) requires that school districts draw from a variety of sources in the evaluation process so that the possibility of error is minimized.

Nothing in Section 504 requires a medical assessment as a precondition to eligibility. However, if the district believes a medical assessment is necessary and the parent volunteers to pay for a private assessment, the district must make it clear that the parent has a choice and can choose to accept a school-furnished assessment.

As of January 1, 2009, school districts, in determining whether a student has a physical or mental impairment that substantially limits that student in a major life activity, must ***not*** consider the ameliorating effects of any mitigating measures that student is using. (ie: medication)

An impairment in and of itself is not a disability. The impairment must substantially limit one or more major life activities in order to be considered a disability under Section 504.

The Section 504 regulatory provision at 34 C.F.R.104.35 (c) (3) requires that school districts ensure that the determination that a student is eligible for special education and/or related aids and services be made by a group of persons, including persons knowledgeable about the meaning of the evaluation data and knowledgeable about the placement options. If a parent disagrees with the determination, he or she may request a due process hearing.

For more information, please refer to the U.S. Department of Education Office of Civil Rights at:

Free Appropriate Public Education *for Students With Disabilities: Requirements Under Section 504 of The Rehabilitation Act of 1973*

Sensory Impairments (Deaf and Hard of Hearing, Deaf Blind, Blind, and/or Visual Impairment)

FRAMEWORK (WHAT'S REQUIRED):

Visual Impairments TEC 30.002(c)(4)

Deaf and Hard of Hearing 300.324(a)(2)(iv)

Deafblind 34 CFR §300.8(c)(2)

Orientation and Mobility TEC 30.002(c)(4)(B)(ii)

PERSONS RESPONSIBLE:

Teacher of the Visually Impaired, Certified Orientation and Mobility Specialist

Teachers of the Deaf and Hard of Hearing, Educational Audiologist

Evaluation Specialist

TIMELINES:

Evaluation timelines appropriate to initial referral as infants and subsequent reevaluations

Annual ARD timelines

METHODS (WHAT WE DO):

For Infant and Toddlers with vision or auditory impairments, services may be provided through Early Childhood Intervention (ECI) from birth until three years old. Marble Falls ISD collaborates with Blue Bonnet Parent/Child Inc. (PCI) Headstart Center. Eligible students receive services under an Individual Family Service Plan (IFSP).

For school-age students suspected of an Auditory Impairment MFISD auditory impairment and assistive technology coordinator will coordinate assessment through outside evaluators.

Auditory Impairment Eligibility Criteria:

A child with a hearing impairment is one who has been determined to meet the criteria for deafness or for hearing impairment.

- Deafness: a hearing impairment that is so severe that the child is impaired with processing linguistic information through hearing, with or without amplification, that adversely affects the child's educational performance.
- Hearing Impairment: an impairment in hearing, whether permanent or fluctuating, that adversely affects the child's educational performance but that is not included under the definition of deafness.

Audiological Services:

The child, age 0-21, must meet criteria for special education services as a student with an auditory impairment to include the following outside reports:

a.) ENT reports from an Ear, Nose and Throat Physician

b.) Comprehensive Audiogram by a certified Audiologist

Methods of referral for Students with a suspected deaf or hard of hearing impairment to include Parent-Infant Direct Services for Newborn to age 3 may include:

1. Outside heath and/or nurse reports with one or more failed hearing screenings, audiogram report or family history of hearing impairment.
2. Teacher, parent of other staff report hearing concerns to MFISD Department of Special Services.
3. Contact made from Early Childhood Intervention team members to MFISD (where the child with suspected deaf and/or hard of hearing resides.
4. Formal evaluation is made by a licensed audiologist and an Ear, Nose and Throat Physician to confirm hearing loss.

ARDC will consider services needed for students with auditory impairments to receive FAPE:

1. Evaluation and instruction of listening and language skills
2. An assessment of the child's potential for communication through a variety of means, including: Oral (spoken) and aural (hearing) means; fingerspelling; or sign language
3. Listening and spoken language development strategies and basic skills
4. Sign language resources
5. Auditory verbal resources
6. Coordination of early childhood intervention (ECI) community services, supports to provide family with information about auditory development regardless of the mode of communication used
7. Developmental scales to target areas of need, assess progress, make recommendations to provide family, daycare providers, SLP, OT, PT and other support staff
8. Loaner hearing aids (determined by certified audiologist)
9. Collaboration with a certified teacher of the deaf to determine how the child's hearing loss impacts listening skills, language development and speech production
10. Other information related to the child's hearing loss as requested by parent/caregiver

ARDC determines if IEP services and supports can be provided at an MFISD campus.

If services and supports identified by the ARDC **cannot** be provided at an MFISD campus, placement will be at the Regional Day School Program for the Deaf.

*****For students receiving support for Parent-Infant Services, a transition meeting must be held before the child turns 3 to determine possible placement to a campus-based inclusive experience in MFISD or a centralized service such as an RDSPD (Residential Day School Program for the Deaf).

Interpreting Services for the Deaf/Hard of Hearing

If the ARD/IEP Committee, which includes a member of the Regional Day School Program for the Deaf (RDSPD), indicates a student needs interpreting services to benefit from instruction, a referral to the RDSPD Office will be initiated.

Referral for Texas School for the Deaf:

A student will be admitted to TSD if the student meets the eligibility criteria according to Education Code 30.051 and needs comprehensive educational services on a day or residential basis; short-term services to allow a student to better achieve educational results from services available in the community; and, for students with additional disabilities, a specialized program.

Parents/Guardians may refer directly to TSD without working with MFISD for placement.
(TSD Admissions Office: 512-462-5412)

The following eligibility criteria is considered for Texas School for the Deaf admissions:

- Has a residence in Texas
- Is between the ages of 3 and 22 years old
- Has an updated immunization record
- Has a documented hearing loss

Visual Impairment:

Visual Impairment means an impairment in vision that, even with correction, adversely affects a child's educational performance. The term includes both partial sight and blindness. Physician reports will be used to determine eligibility. Additionally, a teacher of the visually impaired will conduct functional evaluations. Three pronged approach: medical, functional vision, learning media assessment conducted by the certified VI teacher and O & M service provider.

MFISD provides services for students with visual impairments from birth through 22 years old.

For Infant and Toddlers with vision impairments, services may be provided through Early Childhood Intervention (ECI) from birth until three years old. Marble Falls ISD collaborates with Blue Bonnet Parent/Child Inc. (PCI) Headstart Center. Eligible students receive services under an Individual Family Service Plan (IFSP).

For school-age students suspected of a Visual Impairment MFISD, the Visual Impairment Teacher will coordinate assessment through outside evaluators as needed.

Components of services for students with Visual Impairment:

- determined by the ARD/IEP Committee
- based upon individual needs of student
- may Orientation and Mobility (O&M) as determined by the ARD/IEP Committee
- may include services from a Braille specialist
- may include technology support
- expanded core curriculum

Personnel has knowledge and competencies in the following areas:

- extent to which significant visual loss impacts access to the general curriculum, social skills and skills for daily living
- specially designed instruction
- accommodations and modifications
- technology supports including use of Braille, magnification and travel training.

MFISD offers a continuum of services for students with visual impairments who require orientation and mobility as a related service. They include:

- general education classroom with consultative and/or direct instructional services from a teacher of the visually impaired
- general education classroom with consultative and/or direct instructional services from a certified orientation and mobility specialist
- a combination of general education and special education classes with consultative and/or direct instructional services from a teacher of the visually impaired

- a combination of general education and special education classes with consultative and/or direct instructional services from a certified orientation and mobility specialist

The components of services for students with Visual Impairments who require Orientation and Mobility as a related service:

- are determined by the ARD/IEP Committee
- are based upon individual needs of a student
- can include infants/toddlers as determined by the IFSP
- can include services from a certified orientation and mobility specialist as determined by the ARD/IEP Committee
- can include technological support related to visual impairments

Deaf-Blind

For students who are deaf-blind, the ARDC must include teachers of students with VI and auditory impairments (AI). MFISD students needing deaf-blind services will be referred to the RDSPD or TSBVI.

Special Education Rules and Regulations:

For information on the Individuals with Disabilities Education Act, State Board of Education Rules, Commissioner's Rules, and Texas State Laws:

http://framework.esc18.net/Documents/Side-by-Side%20MAR%202012.pdf

Specific Learning Disability

FRAMEWORK (WHAT'S REQUIRED):

To assess children in all areas related to the suspected disability, including if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities. For a child to be eligible for services under IDEA, the child must qualify in one or more of the thirteen areas of disability as listed below 34 CFR 300.304(c)(4) and 20 USC 1414(b)(3)(B).

Specific Learning Disability 300.309(a)(1), 89.1040(c)(9)(B)(ii)

PERSONS RESPONSIBLE:

Special Education Evaluators and ARD Committee

TIMELINES:

Evaluation follows timelines listed in the Child Find section.

METHODS (WHAT WE DO):

State Definition of SLD:

A specific learning disability means a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, that may manifest itself in an imperfect ability to listen, think, speak, read, write, spell, or to do mathematical calculations, including conditions such as perceptual disabilities, brain injury, minimal brain dysfunction, dyslexia, and developmental aphasia. Specific learning disability does not include learning problems that are primarily the result of visual, hearing, or motor disabilities, of mental retardation, of emotional disturbance, or of environmental, cultural, or economic disadvantage. (34 CRF Sec. 300.8 (c) (10)).

A student with a learning disability is one who:

- has been determined through a variety of assessment tools and strategies to meet the criteria for a specific learning disability and
- does not achieve adequately for the child's age or meet state-approved grade-level standards in oral expression, listening comprehension, written expression, basic reading skill, reading fluency skills, reading comprehension, mathematical calculation, or mathematics problem solving when provided appropriate instruction; and o does not make sufficient progress when provided a process based on the child's response to scientific, research-based intervention; or
- exhibits a pattern of strengths and weaknesses in performance, achievement, or both relative to age, grade-level standards, or intellectual ability.

Speech or Language Impairment

FRAMEWORK (WHAT'S REQUIRED):

To assess children in all areas related to the suspected disability, including if appropriate, health, vision, hearing, social and emotional status, general intelligence, academic performance, communicative status, and motor abilities. For a child to be eligible for services under IDEA, the child must qualify in one or more of the thirteen areas of disability 34 CFR 300.304(c)(4) and 20 USC 1414(b)(3)(B).

Definition: Speech or Language Impairment 300.8(c)(11), 89.1040(c)(10), 1401(3)(A)

PERSONS RESPONSIBLE:

Special Education Evaluators and ARD Committee

TIMELINES:

Evaluation follows timelines listed in the Child Find section.

METHODS (WHAT WE DO):

In Texas, speech-language therapy is considered an instructional service. This means it can be a stand-alone service as well as a support in order to receive benefit from other special education services. However, in considering the delivery of speech services, all the same factors associated with the individual determination of related services, such as frequency, location, and duration of services, must be considered. A child may be determined to be a child with speech or language impairment if;

- The child has a communication disorder such as stuttering, impaired articulation, a language impairment, or a voice impairment; (CFR 34 300.8(c)(11) and
- The speech or language impairment adversely affects the child's educational performance; 19 TAC89.1040(c)(10) and
- By reason of the speech or language impairment, the child needs special education and/or related services (20 USC 1401(3)(A)).

The Speech/Language Therapy program is designed to provide speech and language therapy services to children, ages 3 through 21 who have identified *communication disorders* which adversely affect their performance in the classroom.

The term *communication disorder* includes: stuttering, impaired articulation, a language impairment, and a voice impairment.

- Articulation – Abnormal production of speech sounds.
- Stuttering – Abnormal flow of verbal expression characterized by impaired rate/rhythm.
- Language – Impairment or delayed development of comprehension and/or use of a spoken/written or other symbol system.
- Voice – Absence or abnormal production of vocal quality, pitch, loudness, and/or resonance.

Feeding and Swallowing

A fundamental educational need for students is adequate nutrition and hydration during their school day. If there is a concern the SLP and school nurse will work with the family to obtain medical documentation and recommendations for student.

State Assessment (STAAR, SSI, Accommodations, and Accelerated Instruction)

FRAMEWORK (WHAT'S REQUIRED):

Federal law requires that schools be held accountable for educational results so that each student can meet his/her academic potential. State assessments are to be given to determine whether schools have been successful in teaching students the knowledge and skills for their enrolled grade as defined by the state content standards (the Texas Essential Knowledge and Skills or TEKS). In determining which assessment is appropriate the ARD committee should refer to the State and District wide Assessment Framework.

TIMELINES:

Annually

PERSONS RESPONSIBLE:

ARD committees

METHODS (WHAT WE DO):

Participation in State/District Assessments

Decisions regarding assessments should be made by the ARD Committee and should be based on the instruction the student is receiving and the accommodations/modifications the student requires in order to be successful. Assessment decisions should not be made solely on the disability category or placement.

The IEP must include a statement of any individual appropriate and allowable accommodations in the administration of state-wide assessment instruments or district-wide assessments of student achievement (if the district administers such optional assessments) that are necessary to measure academic achievement and functional performance of the child on the assessments.

MFISD will propose accommodations that are appropriate to the needs of each student and that accurately reflect student achievement.

If the ARD Committee determines that the student will not participate in a general state-wide assessment (STAAR) or district-wide assessment of student achievement (or part of an assessment), the IEP must include a statement of

- Why the child cannot participate in STAAR and/or the district assessment and
- Why STAAR Alternate 2 and/or the particular alternate for the district assessment selected is appropriate for the child

In making decisions regarding assessments, the ARD Committee should annually:

- Review the student's current information to determine the student's present level of functioning
- Performance on previous state assessments
- Determine how the student receives TEKS instruction and the student's level of performance on the grade-level curriculum for his/her enrolled grade level
- Determine the appropriate assessment for the student

Document the appropriate assessment and all allowable or approved accommodations the student will need during testing.

STAAR (paper and online)

The student is accessing the grade-level TEKS curriculum with or without allowable accommodations. Information regarding allowable accommodations:
http://tea.texas.gov/student.assessment/accommodations/

STAAR Alternate 2

If STAAR Alternate 2 is being considered, the student's ARD Committee must review the criteria and provide evidence that the student meets each criterion using the TEA STAAR Alternate 2 form in eSTAR.

MFISD ARDC use the STAAR Alternate 2 Participation Companion flowchart to guide decision making.

STAAR Alternate 2 Participation Requirements - English

STAAR Alternate 2 Participation Requirements - Spanish

STAAR Alternate 2 TEA Resources

Accommodations for STAAR Alternate 2

No Authentic Academic Response Eligibility Requirements

If the ARD Committee has previously determined a student meets the eligibility requirements for STAAR Alternate 2 and the student is being considered for a No Authentic Academic Response (NAAR) designation, the ARD Committee must determine that the student meets at least one of the two eligibility criteria below.

- Because of multiple impairments, the student is unable to receive information during instruction and assessment. For example, the student may have a combination of visual, auditory and/or tactile impairments or
- The student is consistently unable to provide an authentic academic response during instruction. The student exhibits one or more of the following characteristics.
    - Is unable to demonstrate any observable reaction to a specific stimulus
    - Exhibits only startle responses
    - Tracks or fixates on objects at random and not for a purpose
    - Moves or responds only to internal stimuli
    - Vocalizes intermittently regardless of changes in the environment around him/her

The student's ARD Committee must ensure that the NAAR designation is documented in his/her IEP. using the TEA NAAR form - English or TEA NAAR form - Spanish.

Medical Exception Eligibility Requirements

Students qualifying for a medical exception will not be required to participate in the administration of STAAR Alternate 2 for any course or subject for which they are enrolled in the current year. A score code of 'M' must be recorded for all tests the student would have taken. The ARD Committee must ensure the medical exception of documented in the student's IEP.

If the ARD Committee has previously determined that a student meets the eligibility requirements for STAAR Alternate 2 and the student is being considered for a medical exception designation, the ARD Committee must determine that the student meets at least one of the two eligibility criteria below.

- The student is unable to respond to test questions due to a chronic illness.
- The student is receiving extensive short-term medical treatment due to a medical emergency or serious injury in an accident.
- The student is unable to interact with peers or educators without risk of infection or contamination to himself/herself or others.
- The student is unable to receive sufficient or consistent homebound services due to medical issues.
- If the student's ARD Committee agrees that the student meets at least one of the criteria described above, each of the following assurances must be initialed by district personnel.
- The information used to make the medical exception determination reflects the student's situation just prior to and throughout the testing window.
- The medical incident or condition has been identified and verified in writing by a licensed physician.

The student's ARD Committee must ensure that the Medical designation is documented in his/her IEP. using the TEA STAAR Alternate 2 Medical Exception form - English or TEA STAAR Alternate 2 Medical Exception form - Spanish.

Accelerated Instruction/Intensive Program of Instruction

Students who do not perform satisfactorily on any STAAR or STAAR Alternate 2 assessment must receive accelerated instruction specific to areas of need to enable the student to perform satisfactorily on the next administration of STAAR or STAAR Alternate 2. Student's ARD Committees or IEP amendments determine and document the manner in which the student will participate in an accelerated instruction program.

When determining the type of accelerated instruction needed, the ARD Committee must compare a student's test results with his or her IEP to make sure areas of weakness identified on the test align with the goals and objectives in the IEP. A continuation of the student's current IEP goals and areas of need may be an appropriate type of accelerated instruction or additional services may be needed.

NOTE: The Accelerated Instruction Plan is developed through the ARD process. An ARD Committee meeting must be convened if the accelerated instruction plan involves a change in placement or decisions regarding retention.

Student Success Initiative (SSI) Grade Advancement Requirements (5th and 8th graders)

The Student Success Initiative (SSI) consists of several components, including grade advancement requirements for reading and mathematics for students in grades 5 and 8.

Students who are assessed using STAAR are subject to SSI grade advancement requirements. Students assessed through STAAR - Alternate 2 are not subject to SSI grade advancement requirements as there are not multiple testing opportunities in the STAAR-Alt process. LEP. Students exempt through NAAR or Medical Exemptions are not subject to SSI requirements. However, non-exempt English Language Learners taking STAAR, in English or Spanish are subject to SSI requirements.

Under the SSI grade advancement requirements, a student who takes STAAR is allowed three testing opportunities to meet the passing standard. The student's ARD Committee serves as the Grade Placement Committee (GPC) for special education students in grades 5 and 8 who are not successful on the first, second or third administration of the STAAR. The ARD committee MUST MEET prior to the 2nd administration of STAAR to:

- how the student will participate in accelerated instruction
- whether the student will be promoted or retained based on sufficient progress on measurable academic goals in the students IEP
- ARDC may determine student will participate in 2nd and/or 3rd administrations of STAAR, and defer promotion/retention decision.

If the student retests in a subsequent administration of STAAR and was not successful, then the ARD committee or IEP amendment must determine:

- additional accelerated instruction and
- whether the student will retest (if applicable)
- whether student will be promoted or retained (NOTE: MFISD requires an ARD Committee to make retention decisions)

See Accelerated Instruction Guidance for ARD Committee resource document.

For English Learners receiving special education see: English Learners and Special Education section of Operational Guidelines

For accommodations see Texas Education Agency's Accommodations Resource page.

State Performance Plan

FRAMEWORK (WHAT'S REQUIRED):

Each state is required to develop a six-year performance plan that evaluates the state's efforts to implement the requirements and purposes of the Individuals with Disabilities Education Act of 2004 (IDEA 2004), Section 616(b). This State Performance Plan (SPP) illustrates how the state will continuously improve upon this implementation, and includes updates through the Annual Performance Report (APR) submitted annually each February.

To assist the state with data collection, each district must submit data on 14 indicators. Data submission occurs one of two ways depending on the indicator 1) automatic submission using TSDS PEIMS data and systems or 2) district manual entry in TEAL.

The Data Source and Collection Schedule provides a list of each indicator as well as how the indicator's data is submitted.

SPP Livebinder

TIMELINES:

Refer to TEA's Data Source & Collection Schedule

PERSONS RESPONSIBLE:

Providers, Executive Director of Special Services, PEIMS Coordinator

METHODS (WHAT WE DO):

For indicators 1, 2,3,4,5,6,8,9,and 10 MFISD will ensure data submitted in PEIMS is accurate.

If the information in PEIMS is inaccurate, the special education PEIMS representative will work with the MFISD PEIMS coordinator to correct the errors.

Indicator 7: ***Early Childhood Outcomes:*** Every child ages 3-5 receiving specialized services and supports must have a Childhood Outcomes Summary Form (COSF) completed upon Entry into services and again upon Exit from services. This includes students ages 3-5 who only receive speech therapy services. This does not include students receiving services on a service plan through proportionate share. Service providers serving children ages 3-5 must complete the Childhood Outcomes Summary training by ESC Region 4.

Indicator 11: ***Child Find (Timely Initial Evaluation)*** State Performance Plan (SPP) Indicator 11 measures the percentage of children who were evaluated within the state established timeline after receiving informed, written parental consent to evaluate.

MFISD Evaluators will comply with the mandated timelines for evaluation which are typically:

- Evaluations are to be completed no later than the 45th school day following the date on which MFISD receives written consent for the evaluation from the child's parent.
- ARD Meetings must occur within 30 calendar days from the date of the Full and Individual Evaluation (FIE)
- For timeline exceptions please contact your campus evaluation team.

Indicator 12: ***Early Childhood Transition:*** State Performance Plan (SPP) Indicator 12 The percentage of children referred by Part C/Early Childhood Intervention (ECI) prior to age 3, who are found eligible for Part B and who have an IEP developed and implemented by their third birthday.

MFISD will ensure children served through ECI agencies participate in a timely transition conference. MFISD will complete the evaluation and ARD meeting prior to the child's 3rd birthday to ensure compliance.

Indicator 13: MFISD is required to complete an audit of a sampling of IEPs for students who are age 16 or older. Data is submitted online to the state. The areas of focus include:

- Appropriate, measurable postsecondary goals in the areas of training, education, employment and, where appropriate, independent living skills
- Annually updated goals
- Measurable postsecondary goals based on age-appropriate transition assessments
- Courses of study that will reasonably enable the student to meet their postsecondary goals
- Transition services in the IEP that will reasonably enable the student to meet their postsecondary goals
- Annual IEP goals related to the student's transition service needs
- Evidence the student was invited to their ARD meeting
- Evidence that a representative from an agency was invited, as appropriate

Indicator 14: Indicator 14 collects data on "the percent of youth who are no longer in secondary school, had IEPs in effect at the time they left school, and were: enrolled in higher education within one year of leaving high school, enrolled in higher education or competitively employed within one year of leaving high school or enrolled in higher education or in some other postsecondary education or training program; or competitively employed or in some other employment within one year of leaving high school."

SPP Indicator 14 - Definitions

- Enrolled in higher education - the student has been enrolled on a full-time or part-time basis in a community college (2-year) or college/university (4 or more years) for at least one complete term, at any time in the year since leaving high school.
- Competitive employment - the student has worked for pay at or above the minimum wage in a setting with others who are nondisabled for a period of 20 hours a week for at least 90 days at any time in the year since leaving high school. This includes military employment.
- Enrolled in other postsecondary education or training - the student has been enrolled on a full-time or part-time basis for at least one complete term at any time in the year since leaving high school in an education or training program (e.g., Job Corps, adult education, workforce development program, school which is less than a 2-year program).
- Some other employment - the student has worked for pay or been self-employed for a period of at least 90 days at any time in the year since leaving high school. This includes working in a family.

Student Records

FRAMEWORK (WHAT'S REQUIRED):

Parents of a student with a disability must be afforded an opportunity to examine all records relating to their child 34 CFR 300.501(a) and USC 1415(b)(1). An educational agency or institution must maintain a record of each request for access to and each disclosure of personally identifiable information from the education records of each student 34 CFR 300.614 and 34 CFR 99.32(a)(1) In addition, all records must be kept confidential as per the Family Educational Rights and Privacy Act (FERPA) and 34 CFR 99.3. A parent or eligible student may request the educational agency or institution to amend the student's education record if the parent or eligible student believes the education records relating to the student contain information that is: inaccurate, misleading, or in violation of the student's rights of privacy 34 CFR 99.20(a) and 34 CFR 300.618(a).

PERSONS RESPONSIBLE:

Campus Administrators, Special Education Coordinator, Evaluation Staff, Case Managers

TIMELINES:

Within a reasonable timeline upon request.

METHODS (WHAT WE DO):

The parent has the right to review his or her child's entire education record. The school may presume that the parent has authority to inspect and review records relating to his or her child unless advised that he or she does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

- The district office must keep a log of everyone (except for the parent and authorized school officials) who reviews the student's special education records.
  - the log must include the name of the person
  - the date access was given
  - and the purpose for which the person is authorized to use the records.
- A school official must assume responsibility for ensuring the confidentiality of any personally identifiable information.
  - All persons collecting or using personally identifiable information must receive training or instruction regarding the state's policies and procedures regarding confidentiality under the IDEA and the FERPA.
- Clarification, Copies, and Fees
  - If the parent requests, the school must explain and interpret the records, within reason.
  - If the parent requests, the school must provide a list of the types and locations of all of the student's records.
  - The school must make the parent copies if that is the only way the parent would be able to inspect and review the records.

Confidentiality

FERPA permits certain individuals, including school officials, to see the student's records without the parent's consent. Otherwise, must be obtained before personally identifiable information is disclosed to other individuals. Personally identifiable information includes:

- the student's name
- the name of the parent
- the name of another family member
- the parent's address
- a personal identifier (like social security number)
- or a list of characteristics that would make it possible to identify the student with reasonable certainty.

Before personally identifiable information is released to officials of participating agencies providing or paying for transition services, parent's consent, or the consent of an eligible child who has reached the age of majority under state law, must be obtained.

If the student attends a private school, the parent's consent must be obtained before any personally identifiable information about the student is released between officials in the school district where the private school is located and officials in the school district where the parent resides. No parental consent is required to request records if the private school and student are located within MFISD boundaries.

Amending Records

If the parent believes that his or her child's education records are inaccurate, misleading, or violate his or her child's rights, the parent may ask the school to amend the information. **IDEA 300.618**

- Within a reasonable time the school must decide whether to amend the information.
- If the school refuses to amend the information as requested, it must inform the parent of the refusal and of his or her right to a hearing to challenge the information in the records.
- This type of hearing is a local hearing under FERPA and is not an IDEA due process hearing held before an impartial hearing officer.
- If, as a result of the hearing, the school decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it must change the information and inform the parent in writing.
- If, as a result of the hearing, the school decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, the parent must be informed of his or her right to place a statement commenting on the information in the student's records for as long as the record or contested portion is maintained by the school.
- If the parent revokes consent in writing for the student's receipt of special education and related services after the school initially provided services to the student, the school is not required to amend the student's education records to remove any references to the student's previous receipt of special education services.
- However, the parent still has the right to ask the school to amend the student's records if the parent believes the records are inaccurate, misleading, or violate the student's rights.

Texas Public Information Act

The Texas Public Information Act also gives the parent the right to inspect and obtain copies of the student's education records. The school may charge a reasonable fee for copies. The Attorney General enforces the Texas Public Information Act. The toll free number the parent can call if he or she has questions is 1-877-673-6839.

Surrogate Parent

FRAMEWORK (WHAT'S REQUIRED):

A surrogate parent must be appointed when MFISD cannot identify a parent. Parent means: a biological or adoptive parent, a foster parent who meets requirements, a guardian but not the state if the child is a ward of the state, an individual acting in the place of a biological or adoptive parent, including a grandparent, stepparent, or another relative, with whom the child lives, or an individual who is legally responsible for the child's welfare; or a surrogate parent. 300.519(h) TX Family Code 263.0025

PERSONS RESPONSIBLE:

ARD Facilitators, Case managers, Executive Director of Special Services

TIMELINES:

Within a reasonable timeframe.

METHODS (WHAT WE DO):

At the Time of Enrollment

- Verify the parental status of the individual(s) enrolling the student. The following meets the definition of a parent:
  - Biological, adoptive, or foster parent (unless a foster parent is prohibited by state law from acting as a parent)
  - Guardians (but not the state if the child is a ward of the state)
  - Individuals acting in place of a biological or adoptive parent
- Identify students in the conservatorship of the TDFPS residing in
  - Residential group-care facility(including emergency shelters)
  - Foster group home or foster care home
  - Relatives and other kinship caregivers
- Notify the Special Education department chairperson and provide a copy of Child Protective Services (CPS) Form 2085 to be placed in the student's eligibility folder.

Who Needs a Surrogate Parent

- No parent can be identified
- The public agency, even after reasonable efforts, cannot locate a parent
- The child is a ward of the State; or
- The child is an unaccompanied homeless youth

MFISD uses the Surrogate Parent Training modules developed by the Parent Coordination Network to meet the training requirements of surrogate parents.

Assignment of a Surrogate Parent:

If a parent is not able to be identified, campus administrator will contact Office of Special Services for assignment of a surrogate for the student.

Transfer and New Students

FRAMEWORK (WHAT'S REQUIRED):

If the child transfers to a new LEA in the same state within the same school year and the parents or the previous LEA verify that the child was receiving special education services in the previous LEA. The new LEA must, in consultation with the parents, provide the child with a free appropriate public education (FAPE) including services comparable to those described in the IEP from the previous LEA until the new LEA either 1) accepts the IEP from the previous LEA or develops/adopts a new IEP.

If LEA is aware a student receiving special education services in another LEA in Texas will be enrolling for the new school year, an IEP must be in place by the first day of school. Notification of student's pending enrollment may be by contact from the parent or previous LEA.

If the child transfers to a new LEA from out of state within the same school year and the parents or the previous LEA verify that the child was receiving special education services in the previous LEA, the new LEA must, in consultation with the parents, provide the child with FAPE including services comparable to those described in the IEP from the previous LEA and the new LEA must determine eligibility:

- If a student meets eligibility requirements in Texas, develop an IEP within 30 school days of verification of services
- If a student does not meet eligibility requirements in Texas, conduct a FIIE following 45 school day timeline for initial evaluations.

If LEA is aware a student receiving special education services out of state will be enrolling for the new school year, the new LEA must determine eligibility and:

- If a student meets eligibility requirements in Texas, develop an IEP by the first day of school.
- If a student does not meet eligibility requirements in Texas, conduct a FIIE following 45 school day timeline for initial evaluations and provide comparable services pending completion of the FIIE, determination of eligibility, and development of an IEP.

TIMELINES:

Within 10 school days upon verification of special education services, a transfer meeting to offer comparable services OR an ARD will be held. If there is a transfer meeting held within the first 10 school days an Annual ARD meeting must be held within 30 school days of verification of services.

PERSONS RESPONSIBLE:

ARD facilitator, Evaluation/Assessment staff, Case manager

METHODS (WHAT WE DO):

Use links for a checklist for:

Transfer Student Out-of-State

Transfer Student Instate

New Student out of state

New Student in State

Transition:

FRAMEWORK (WHAT'S REQUIRED):

Planning for the future begins at an early age (by Texas state law, age 14 and federal law, age 16, but may begin earlier) and includes the student, parents and the team of educators who invest every day in the student's educational development. Creating a transition plan ensures the focus is followed throughout their secondary years to post-graduation success. Transition planning helps students develop their interests, skills, career goals to create a clear path to graduation and into adulthood.

Transition Services

a) *Transition service* means a coordinated set of activities for a child with a disability that—

(1) Is designed to be within a results-oriented process, that is focused on improving the academic and functional achievement of the child with a disability to facilitate the child's movement from school to post-school activities, including postsecondary education, vocational education, integrated employment (including supported employment), continuing and adult education, adult services, independent living, or community participation;

(2) Is based on the individual child's needs, taking into account the child's strengths, preferences, and interests; and includes—

(i) Instruction;

(ii) Related services;

(iii) Community experiences;

(iv) The development of employment and other post-school adult living objectives; and

(v) If appropriate, acquisition of daily living skills and provision of functional vocational evaluation.

(b) *Transition services* for children with disabilities may be special education if provided as specially designed instruction, or a related service if required to assist a child with a disability to benefit from special education. (34 CFR 300.43(a), 20 U.S.C. 1401(34))

Transition services must:

1. Be designed within a results-oriented process, which is focused on improving the functional achievement of the child with a disability, to facilitate the child's movement from school to post-school activities.
2. Be based on the individual child's needs, taking into account the child's strengths, preferences and interests; and
3. Include instruction, related services, community experiences, the development of employment and other post-school adult living objective, and when appropriate, acquisition of daily living skills and functional vocational evaluation.

All of these activities will be considered for each student, however, specific activities will be determined by the needs of each student. Transition is a results-oriented process that is focused on improving the academic and functional achievement of a child with disabilities to facilitate the movement from school to post-school activities.

TIMELINES:

Timeline for transition planning (19 TAC § 89.1055):

- *Before age 14*:
  - Develop self-determination skills
  - Discuss and address transition issues (as appropriate)
- *By age 14*:
  - ARD committee considers transition and addresses each issue (as appropriate)
  - Student receives notice of ARD and participates in a discussion about transition planning
- *By age 16*:
  - IEP must include all required transition planning elements
  - IEPS are eligible for SPP 13 audit
- *One year before 18th birthday*:
  - School provides a statement that the child has been informed of the child's rights under the Individuals with Disabilities Education Act if any, that will transfer to the child on reaching the age of 18 (CFR 300.520)
  - Student and family pursue alternatives to guardianship, such as supported decision-making and power of attorney, or guardianship, as desired
- *At age 18*:
  - Legal rights transfer to the student
  - School sends notice of the transfer of rights.

PERSONS RESPONSIBLE:

Transition Coordinator, ARD Committee, Case Manager

METHODS (WHAT WE DO):

Adult Student and Transfer of Rights:

At the time the child reaches the age of 18, MFISD provides written notice to the adult student and the parents that:

- All rights granted to the parent under IDEA, other than the right to receive the notice required under IDEA, have transferred to the adult student unless the parent or other individual has been granted guardianship of the child under the Probate Code. A copy of the guardianship must be provided to the school district for documentation.
- The adult student has the same right to make educational decisions as a child without a disability; and
- Includes information and resources regarding guardianship, alternatives to guardianship, including a supported decision-making agreement, and other supports and services that may enable the adult student to live independently.

Following a transfer of rights, MFISD provides any notice required by IDEA to both the adult student and the parents. However, this notice does not create a right for the parent to attend the meeting.

A **supported decision-making agreement** is to support and accommodate an individual with a disability to make life decisions, including decisions related to where and with whom the individual wants to live, the services, supports, and medical care the individual wants to receive, and where the individual wants to work, without impeding the self-determination of the individual with a disability. Under a supported decision-making agreement, the supporter CAN help a person with a disability:

- Understand the options, responsibilities, and consequences of their decisions.
- Obtain and understand information relevant to their decisions.
- Communicate their decisions to the appropriate people.

The supporter CANNOT make a decision FOR the person with a disability. A supported decision-making agreement is not comparable to legal guardianship.

Graduation from Services

Students may graduate under the foundation plan with or without modification. Graduation meeting all requirements without modification ends eligibility for special education services and is considered dismissal.

Students meeting graduation requirements with modifications may graduate in the following ways. (Texas Administrative Code TAC 89.1070)

1. A full-time job and self-help skills
2. Job skills and self-help skills
3. Access to an agency outside of public education
4. Reached the age of 22

Once students have completed graduation course and EOC participation requirements with modified content, students may receive special education services to address transition until their 22nd birthday. These services are referenced as 18+ services. ARD committees determine needs and services to support transition goals. A student may continue 18+ services to address IEP goals of developing job skills, self-help/independent living skills or skills needed to access outside services. 18+ is to be thought of in phases based on an assessment of where students are on their transition goals. Reference “18+ Programs and Services for Students with Disabilities” (ESC 13)

18+ services do not necessarily align to a typical high school schedule but are designed to support the transition to adult life. Generally, these services are offered in a community setting with a focus on transition needs for post-secondary success.

There are several types of 18+ service models including community/district-based programs, campus-based programs, and home-based programs. All students and families involved in an MFISD 18+ services are provided opportunities to develop skills needed for success. This includes fading of school supports through phases, which begin at the high school level and continue until the student’s dismissal ARD.

Summary of Performance

The Summary of Performance (SOP) is a required document for any graduating student with an IEP. The SOP is a cumulative document that is completed during a student’s final year of eligibility and available to the student upon graduation or exiting public education. This document assists students with transitioning from high school to service beyond such as adult agencies and postsecondary educational environments.

The SOP is a resource to the student, which outlines the student’s past performance to help meet the future needs in adulthood. The areas covered in the SOP include a student’s postsecondary goals, academic achievement, functional performance, recommendations on how to assist the student in

achieving his or her postsecondary goals, written recommendations of services available through other agencies, and parents and students statements pertaining to current and future supports.

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

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
7.15.2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 7.11.2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Consideration and possible action to rank proposals in response to the Request for Competitive Sealed Proposals, Parking and Drives – Package 1B Project, including action on Alternates 1-3

Executive Summary:

The 2018 Bond Programs includes improvements/additions to certain drives and paved areas including work at Marble Falls High School. The initial scope of this work is described in a project called CSP Package 1B. The District used the CSP delivery method to determine which offerer would provide the best value in accomplishing the needed work at these three campuses. District leadership evaluated proposals and recommends Satterfield & Pontikes Construction, Inc. to accomplish the work of CSP Package 1B as they offer the best value to the District.

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:

Move to rank the Proposals, which includes Satterfield & Pontikes Construction, Inc. as the highest ranking offerer, as recommended by the Administration and accept all three alternates included with this proposal.

Submitted By:

Chris Allen

Board Approval Required: (•) Yes ( ) No

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Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
7.15.2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 7.11.2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Consideration and possible action on the proposed construction contract for the Parking and Drives – Package 1B Project

Executive Summary:

Satterfield & Pontikes Construction, Inc. has been selected to accomplish the drives and pavement work associated with Bond Program work described as CSP Package 1B. District representation reviewed and assisted with negations of a contract with Satterfield & Pontikes Construction, Inc. to complete the scope of work in CSP Package 1B and District administration recommends the contact's approval (which includes all three alternates) for $2,364,000.

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:

Move to approve the contract with Satterfield & Pontikes Construction, Inc. for $2,364,000 as recommended by the Administration.

Submitted By:

Chris Allen

Board Approval Required: (•) Yes ( ) No

AIA® Document A101™ – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 15th day of JULY in the year TWO THOUSAND NINETEEN
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685

and the Contractor:
(Name, legal status, address and other information)

Satterfield and Pontikes Construction, Inc.
11750 Katy Freeway, Suite 500
Houston, Texas 77079
Phone: 512.879.5200
Fax: 512.879.5209

for the following Project:
(Name, location and detailed description)

2018 Bond Drives & Pavement – Package 1B

The Architect:
(Name, legal status, address and other information)

Huckabee & Associates, Inc.
11501 Alterra Parkway
Building 7, Suite 120
Austin, Texas 78758

The Owner and Contractor agree as follows:

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

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9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

Note: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Russo & Kyle P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of this Agreement.

[ ] A date set forth in a notice to proceed issued by the Owner.

[X] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

July 16, 2019

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

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§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[X] By the following date: October 17, 2019

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Not Applicable.	

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be TWO MILLION THREE HUNDRED SIXTY FOURT THOUSAND AND NO/100 DOLLARS ($2,364,000.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
Alternate No. 1	$64,000.00
Alternate No. 2	$505,000.00
Alternate No. 3	$97,000.00

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
None.		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
Owner's Contingency Allowance	$50,000.00

§ 4.4 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)
Rock excavation using non-blasting methods, material removed from site	CY	$25.00
Replace asphalt pavement	SY	$25.00
Replace concrete sidewalk	SF	$7.50

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Water Line Replacement – Complete removal and replacement as required for rerouting existing lines		
1" irrigation PVC waterline	LF	$45.00
2.5" PVC waterline	LF	$50.00
3" PVC waterline	LF	$50.00
6" Ductile Iron waterline	LF	$80.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

Not Applicable.

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

.1 That portion of the Contract Sum properly allocable to completed Work;

.2 If approved in advance by the Owner, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or suitably stored off the site at a location agreed upon in writing; and

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

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§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and

.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%).

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

N/A

§ 5.1.7.3
(Paragraphs deleted)
Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10 of AIA Document A201-2017. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 5.1.8 [Paragraph Deleted.]

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 Contractor has submitted Consent of Surety to Final Payment, and

.3 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 31 days after the issuance of the Architect's final Certificate for Payment, or as follows:

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§ 5.3 Interest

Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code Chapter 2251.

(Paragraph deleted)

(

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1

(Paragraphs deleted)

[Paragraph Deleted.]

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

Dr. Chris Allen
Superintendent of Schools
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654

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Phone: 830.693.4357
Fax: 830.693.5685

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

Mr. John S. Marshall
Vice President
Satterfield and Pontikes Construction, Inc.
11750 Katy Freeway, Suite 500
Houston, Texas 77079
Phone: 512.879.5200
Fax: 512.879.5209

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Contractor shall purchase and maintain insurance as set forth in AIA Document A201™–2017, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A201™–2017 and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 Pursuant to Texas Government Code Chapter 2270, if this contract is valued at $100,000 or more **and** if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this contract. This section does not apply to a sole proprietorship.
On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of this clause until further order of this or higher court having jurisdiction over the issue.

§ 8.7.2 By signing this Agreement, the undersigned Contractor certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
.2 Paragraph Delteed.
.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

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.4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
Drawings are included as Exhibit 1		June 14, 2019 (38 pages)

.6 Specifications

Section	Title	Date	Pages
The Table of Contents of the Project Manual are included as Exhibit 2, and the entirety of the Project Manual is incorporated by reference	Marble Falls Independent School District Parking and Drives – Package 1B	June 14, 2019	422

.7 Addenda, if any:

Number	Date	Pages
Addendum No. 1	June 28, 2019	135
Addendum No. 2	July 2, 2019	16

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

[ ] The Sustainability Plan:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

None.

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User Notes:

This Agreement entered into as of the day and year first written above.

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	SATTERFIELD AND PONTIKES CONSTRUCTION, INC.
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Chris Allen, Superintendent of Schools *(Printed name and title)*	~~Mr. John S. Marshall, Vice President~~ *(Printed name and title)* Jim Muska General Counsel

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AIA® Document A101™ – 2017

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PAGE 1

AGREEMENT made as of the 15th day of JULY in the year TWO THOUSAND NINETEEN

...

(Name, legal status, address and other information)

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685

...

Satterfield and Pontikes Construction, Inc.
11750 Katy Freeway, Suite 500
Houston, Texas 77079
Phone: 512.879.5200
Fax: 512.879.5209

...

2018 Bond Drives & Pavement – Package 1B

...

(Name, legal status, address and other information)

Huckabee & Associates, Inc.
11501 Alterra Parkway
Building 7, Suite 120
Austin, Texas 78758

...

The Owner and Contractor agree as ~~follows.~~follows:

PAGE 2

~~**EXHIBIT A INSURANCE AND BONDS**~~

...

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User Notes:

Note: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American Institute of Architects and use and amendment of such forms is permitted under license granted to Walsh Gallegos Trevino Russo & Kyle P.C. for this Project. No use may be made of this AIA document other than as Contract Documents for this Project.

...

[X] Established as follows:

...

July 16, 2019

PAGE 3

[X] By the following date: October 17, 2019

...

Not Applicable.

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be ~~($)~~, TWO MILLION THREE HUNDRED SIXTY FOURT THOUSAND AND NO/100 DOLLARS ($2,364,000.00), subject to additions and deductions as provided in the Contract Documents.

...

Alternate No. 1	$64,000.00
Alternate No. 2	$505,000.00
Alternate No. 3	$97,000.00

...

None.

...

Owner's Contingency Allowance	$50,000.00

...

Rock excavation using non-blasting methods, material removed from site	CY	$25.00
Replace asphalt pavement	SY	$25.00
Replace concrete sidewalk	SF	$7.50
Water Line Replacement – Complete removal and replacement as required for rerouting existing lines		
1" irrigation PVC waterline	LF	$45.00
2.5" PVC waterline	LF	$50.00

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3" PVC waterline	LF	$50.00
6" Ductile Iron waterline	LF	$80.00

PAGE 4

Not Applicable.

...

None.

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the last day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(___)~~ forty-five (45) days after the Architect receives the Application for Payment.

...

.2 ~~That~~ If approved in advance by the Owner, that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, ~~or, if approved in advance by the Owner,~~ or suitably stored off the site at a location agreed upon in writing; and

PAGE 5

Five Percent (5%).

...

N/A

...

N/A

§ 5.1.7.3 ~~Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~
~~*(Insert any other conditions for release of retainage upon Substantial Completion.)*~~

Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10 of AIA Document A201-2017. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 5.1.8 ~~If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~[Paragraph Deleted.]

...

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment;

.2 Contractor has submitted Consent of Surety to Final Payment, and

~~**.2**~~ **.3** a final Certificate for Payment has been issued by the Architect.

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§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than ~~30~~ 31 days after the issuance of the Architect's final Certificate for Payment, or as follows:
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~~Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~Delinquent payments are subject to the Texas Prompt Pay Act, Texas Government Code Chapter 2251.
~~*(Insert rate of interest agreed upon, if any.)*~~

~~% (~~

...

For any Claim ~~subject to,~~ but not resolved ~~by,~~ by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

...

[**X**] Litigation in a court of competent jurisdiction

...

§ 7.1.1 ~~If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:~~
~~*(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)*~~

[Paragraph Deleted.]

...

Dr. Chris Allen
Superintendent of Schools
Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685
PAGE 7

Mr. John S. Marshall
Vice President
Satterfield and Pontikes Construction, Inc.
11750 Katy Freeway, Suite 500
Houston, Texas 77079
Phone: 512.879.5200
Fax: 512.879.5209

...

§ 8.5.1 The ~~Owner and the~~ Contractor shall purchase and maintain insurance as set forth in AIA Document ~~A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A,~~ A201™–2017, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document ~~A101™–2017 Exhibit A,~~ A201™–2017 and elsewhere in the Contract Documents.

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...

§ 8.7.1 Pursuant to Texas Government Code Chapter 2270, if this contract is valued at $100,000 or more **and** if Contractor has at least ten (10) full time employees, then Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this contract. This section does not apply to a sole proprietorship.
On April 25, 2019, the U.S. District Court for the Western District of Texas entered a preliminary injunction enjoining the enforcement of the above clause in any state contract. In compliance with the Court's order, the Owner will not seek enforcement of this clause until further order of this or higher court having jurisdiction over the issue.

§ 8.7.2 By signing this Agreement, the undersigned Contractor certifies as follows: Under Section 231.009 of the Texas Family Code, the Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified payments and acknowledges that this Contract may be terminated and payment withheld in this certification is inaccurate.

...

.2 ~~AIA Document A101™–2017, Exhibit A, Insurance and Bonds~~ Paragraph Delteed.

PAGE 8

Drawings are included as Exhibit 1		June 14, 2019 (38 pages)	

...

The Table of Contents of the Project Manual are included as Exhibit 2, and the entirety of the Project Manual is incorporated by reference	Marble Falls Independent School District Parking and Drives – Package 1B	June 14, 2019	422

...

Addendum No. 1	June 28, 2019	135
Addendum No. 2	July 2, 2019	16

...

None.

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MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	**SATTERFIELD AND PONTIKES CONSTRUCTION, INC.**

...

Dr. Chris Allen, Superintendent of Schools	~~Mr. John S. Marshall, Vice President~~ Jim Muska General Counsel

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 16:02:12 ET on 07/15/2019 under Order No. 1439571919 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A201™ – 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

2018 Bond Drives & Pavement – Package 1B

THE OWNER:
(Name, legal status and address)

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685

THE ARCHITECT:
(Name, legal status and address)

Huckabee & Associates, Inc.
11501 Alterra Parkway
Building 7, Suite 120
Austin, Texas 78758

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™, Guide for Supplementary Conditions.

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3 CONTRACTOR

4 ARCHITECT

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/

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

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§ 1.1.10 MISCELLANEOUS OTHER WORDS

§ 1.1.10.1 BUSINESS DAY

The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 CALENDAR DAY

A calendar day is a day on the Gregorian calendar. The Contact Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 HOLIDAYS

Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 WORK DAY

Work days include all calendar days except Holidays, Saturdays and Sundays.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 PRECEDENCE OF THE CONTRACT DOCUMENTS

The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

- **.1** Contract Modifications signed by Contractor and Owner.
- **.2** Addenda, with those of later date having precedence over those of earlier date.
- **.3** General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.
- **.4** Specifications and Drawings.
- **.5** Agreement – AIA Document A101-2017, as modified by the Owner for the Project.

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§ 1.2.5 RELATION OF SPECIFICATIONS AND DRAWINGS

Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.6 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.7 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.8 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

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§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the Board of Trustees of the Marble Falls Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant.

§ 2.1.3 The Contractor acknowledges that no lien rights exist with respect to public property.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work .

§ 2.2.2 [Paragraph Deleted.]

§ 2.2.3 [Paragraph Deleted.]

§ 2.2.4 [Paragraph Deleted.]

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 Paragraph Deleted.

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§ 2.3.5 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner within a reasonable time following actual receipt of a written request.

§ 2.3.6 The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work nonconforming or defective Work as required by Section 12.2, or fails to complete the Work on time as required by Article 3 of the Agreement or is in default of any of its material obligations hereunder, the Owner, by a written order signed by an agent specifically so empowered by the Owner, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a three-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. The Architect or Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in a good and workmanlike manner except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or Owner's consultants, if applicable, conducted in accordance with the Contract Documents or activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or

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safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner.

.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

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§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.1.1 The Contractor shall assign a superintendent who shall make decisions in behalf of the Contractor and its Subcontractors. The superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, *et seq.*

§ 3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.6 The Contractor shall review contractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective

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coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.3.10 In the event Contractor shall fall behind schedule at any time, for any reason, Owner shall be entitled to direct acceleration or resequencing of the Work to bring the Work back on scheduled. Contractor shall be entitled to compensation from the Construction Contingency, or if such contingency funds are exhausted, pursuant to Change Order, for such acceleration only (a) to the extent necessitated by excusable and compensable delays, and (b) to the extent of premium pay and additional equipment cost actually incurred by Contractor. In the event Contractor determines that he Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site. The Contractor shall secure and arrange for all necessary utility connections.

(Paragraph deleted)

§ 3.4.1.1 PREVAILING WAGES

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.1.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.1.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.1.1 or 3.4.1.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

[§ 3.4.2

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§ 3.4.2.1 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; and (iii) when in the judgment of the Owner or the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.2.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating the (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than twenty-one (21) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

§ 3.4.2.3 Whether or not any proposed substitution is accepted by the Owner or the Architect, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public-school campus, and will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

§ 3.4.5 CRIMINAL HISTORY RECORDS CHECKS

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections) the following definitions shall be applicable:

.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

.3 "Disqualifying Criminal History" means: a conviction within the last 30 years, related to one or more of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state. Contractor shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Contractor's responsibilities as set out herein.

.4 "Opportunity For Direct Contact With Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional district employee. An employee is not considered to have an

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Opportunity For Direct Contact With Students if: (1) the employee's work does not involve the construction alteration or repair of an Instructional Facility; (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contacted services will be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee's work involves an existing Instructional Facility and:

a. the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and
b. the Contractor has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Contract will be conducted.
c. the Contractor has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Contractor's its means of informing the relevant parties of the existence of the policy.
d. Contractor certifies that, if it has taken the above precautions or imposed conditions to ensure that the Contractor's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Contractor will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

.5 "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

§ 3.4.5.2 Pursuant to Texas Education Code §22.08341, Contractor shall obtain criminal history record information through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse"), for all of Contractor's Covered Employees. To the extent, Contractor does not have a direct contractual connection with a lower-tier subcontractor, Contractor shall require its subcontractor, independent contractors, and consultants, by the terms of their respective contract with Contractor, to obtain the required criminal history record information through the FACT Clearinghouse, for their Covered Employees, and that such subcontractors, independent contractors, and consultants of Contractors subcontractors, require their subcontractors, independent contractors, and consultants of every tier, to timely make the same certifications to the Contractor as those required by the Owner from the Contractor herein, in order to allow Contractor to timely provide the certifications to the Owner required by the following paragraph, pursuant to Texas Education Code §22.08341. If Contractor is required by this subsection to obtain criminal history record information through the FACT Clearinghouse, then Contractor will subscribe the FACT Clearinghouse for purposes of receiving updates to the criminal history record information it obtained and shall require the same of its lower-tier subcontractors, independent contractors and consultants, by contract.

§ 3.4.5.3 If Covered Employees will be working on the Project, before beginning any Work on the Project, Contractor will provide written certification to the Owner that Contractor that the criminal history review requirements for all Covered Employees working on the Owner's Project have been satisfied, and specifically that Contractor:

.1 has obtained the required criminal history record information through the FACT Clearinghouse for its Covered Employees;

.2 has obtained written certification from its subcontractors independent contractors, and consultants (of any tier) that they have obtained the required criminal histories documentation through the FACT Clearinghouse for the subcontractor's, independent contractors', and consultants' Covered Employees; that the criminal history review requirements for all Covered Employees working on the Owner's Project have been satisfied; that either none of their respective Covered Employees had a Disqualifying Criminal History, or if a Covered Employee had a Disqualifying Criminal History they have been excluded from assignment to the Project; and that if the subcontractor, independent contractor, or consultant receives information during the performance of this Contract that one of its Covered Employees associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the Contractor in writing within three (3) business days;

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.3 will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on Owner's project or on Owner's property where the Work of this Contract will be conducted;

.4 if Contractor receives information during the performance of this Contract that a Covered Employee associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the Owner in writing within three (3) business days; and

5. if any employee associated with the work under this Contract is not a Covered Employee will make a reasonable effort to ensure that the reasons the employee is determined not to be a Covered Employee will continue to exist throughout the time the contracted services are provided.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.5.3 The Contractor agrees to assign to the Owner at the Time of Final Completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from contractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents.

§ 3.5.4 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

§ 3.5.5 The warranties provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner.

§ 3.5.6 The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 3.5.2 and 3.5.3 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

§ 3.5.7 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least one (1) month prior to the expiration of the one (1) year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one (1) year warranty period, Contractor shall accompany the Owner and Architect on reinspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by

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the use of the building which are observed or reported during the reinspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) days of initial notification from Owner. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one (1) month prior to the expiration date, Contractor's warranty obligations described in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

§ 3.5.8 Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for Work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on the later of the date the Work is completed or corrected and accepted by the Owner and Architect or the date of final payment.

§ 3.6 Taxes

The Contractor not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 In performing its obligations hereunder, the Contractor shall fully comply with all applicable laws, ordinances, rules, regulations, lawful orders and decrees of all applicable authorities, and when requested shall furnish evidence satisfactory to the owner of such compliance.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The Contractor agrees to indemnify, defend and hold harmless the Owner, its trustees, officers, representatives, agents and employees from and against all claims, fines, penalties, or liabilities from or arising out of such Work, or based upon the actual or asserted violation of any laws, ordinances, rules, regulations, orders or decrees applicable to such Work.

(Paragraphs deleted)

§ 3.7.4 Concealed or Unknown Conditions. Claims for Concealed or Unknown Conditions.

Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract sum, or both. The Contract Time and the Contract Sum bid by Contractor shall be deemed to include all costs of and time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if conditions are encountered at the site which are concealed physical conditions which were not known to the Contractor and which differ substantially from those indicated in the Contract Documents, then the Contractor

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shall notify the Owner and the Architect of such conditions promptly before conditions are disturbed, and in no event more than three (3) days after first observation of the conditions. The Architect will promptly investigate such conditions and report its findings to the Owner. If the Owner and the Contractor cannot agree on an adjustment to the Contract Sum or Contract Time, the adjustment shall be subject to mediation pursuant to Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three (3) written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value for the Owner.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From

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Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion.

§ 3.9.2 Contractor shall furnish a list to the Architect of all engineers, consultants, job-site superintendents, Subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner.

.1 The Owner may reject or require removal of any engineer, consultant, job superintendent, or employee of the Contractor, Subcontractor or Sub-subcontractor involved in the Project.

.2 Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

.3 The Owner reserves the right to utilize one or more of its employees to function in the capacity of the Owner's inspector, whose primary function will be daily inspections, checking pay requests, construction timelines, and storage of supplies and materials.

§ 3.9.3 The Owner shall be notified not less than twenty-four (24) hours before any time that superintendent will not be present at the site for any reason except illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, the Contractor is subject to being back charged in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) for each day.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a contractor's initial constructions schedule for the Work utilizing critical path method scheduling techniques. The initial schedule shall not exceed the time limits set forth in the Contract Documents. The initial schedule shall thereafter be updated on a monthly basis and submitted with each application for payment. The receipt of an updated schedule with each application for payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6.

.1 Each schedule shall break the Work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect. Each schedule activity shall be assigned a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project case flow for the Project.

.2 Each schedule shall include activities representing manufacturing, fabrication, or ordering lead time for materials, equipment, or other items for which the Architect is required to review submittals, shop drawings, product data, or samples.

.3 Each schedule, other than the initial schedule, shall indicate the activities, or portions thereof, which have been completed; shall reflect the actual time for completion of such activities; and shall reflect any changes to the sequence or planned duration of all activities.

.4 If any updated schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated schedule a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect.

.5 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

.6 Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

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§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5.

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5 If reasonably required by Owner, Contractor shall also prepare and furnish project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.

§ 3.10.6 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.11.1 Contractor shall make available, at the Project site, job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project.

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Contractor shall make such reports and records available to inspection by the Owner, Architect, or their respective agents.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall not be responsible for

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the adequacy of the performance and design criteria specified in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract and shall, not less than two times each week, clean up by removing rubbish, including old and surplus materials. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials, and shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction. Contractor shall clean exterior gutters, drainage, walkways, driveways and roofs of debris.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.15.3 The Contractor shall be responsible for damaged or broken glass, and at completion of the Work, shall replace such damaged or broken glass.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

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§ 3.16.1 Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WAIVES AND RELEASES ALL CLAIMS AGAINST AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, OWNER'S CONSULTANTS, THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE:(1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF OWNER, OWNER'S CONSULTANTS, THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER, OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 3.18.2 IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 3.18 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACT OR INSURANCE , DISABILITY ACTS OR INSURANCE OR OTHER EMPLOYEE BENEFIT ACTS OR RELATED INSURANCE.

§ 3.18.3 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO

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CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND OWNER, THAT THE INDEMNITY IS PROVIDED FOR IN THIS SECTION AS TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S TOOLS AND EQUIPMENT AND RENTAL ITEMS, IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF OWNER'S OWN NEGLIGENCE, AND THAT OF OWNER'S CONSULTANTS, THE ARCHITECT AND ARCHITECT'S CONSULTANTS WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE LOSS OR DAMAGE. PROVIDED HOWEVER, THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 3.18.4 Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives or the Architect pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

§ 3.18.5 THE PROVISIONS OF ARTICLE 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 3.19 REPRESENTATIONS AND WARRANTIES

§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 BUSINESS STANDARDS

§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 ANTITRUST VIOLATION

To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

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ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 [Paragraph Deleted.]

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work will be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall govern if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and

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completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect and the Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 Upon written request of the Owner or Contractor, the Architect will issue its interpretation of the requirements of the plans and specifications. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

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§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.2 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract by the Owner and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation may, in the Owner's sole discretion, be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.1.4 On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost (0% for change orders to be paid out of any contingency allowance).

.2 For the Contractor, for the Work performed by the Contractor's Subcontractors, four percent (4%) of the amount due the Subcontractors (0% for the change orders to be paid out of any contingency allowance).

.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.

.4 The costs to which the above percentages shall be applied will be determined in accordance with Section 7.3.7.

.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including quantities and unit costs of labor and materials extended and totaled.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

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§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in Section 7.1.4. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change only if the adjustment causes an extension of the Contract Time.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost plus overhead and profit as set forth in Section 7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

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§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work shall be the first business day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

(Paragraph deleted)

§ 8.1.3.1 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.2.4 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor any or all liquidated damages due Owner in accordance with the Contract Documents.

§ 8.2.5 Paragraph Deleted.

§ 8.2.6 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.7 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

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§ 8.3 Delays and Extensions of Time

§ 8.3.1 The Owner, except as provided for in this Section 8.3.1, shall not be liable to the Contractor for delay to the Contractor's Work by the act, neglect or default of the Owner or the Architect, or by reason of fire, act of God, riot, strike, action of workmen or others, or any cause beyond the Owner's control. Should the Owner or Architect delay the Contractor in the Work, Contractor shall receive an extension of time for completion equal to the delay if a written claim is made within forty-eight (48) hours, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for such Owner-caused delays.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Agreement does not permit recovery of damages for delay by the Contractor for delay, disruption or acceleration. Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect or the Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 In accordance with the requirements of Section 5.1.3 of the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

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§ 9.3.2 Except as otherwise agreed in writing, executed by the Owner and Contractor prior to delivery of material and equipment, the Contractor is not entitled to payment for material and equipment delivered and stored on site or off site. The Owner may, in the Owner's sole discretion, agree to make payment for materials stored on site or off site and may, as a condition precedent to the grant of such consent, establish reasonable procedures and requirements (including provision of additional insurance at Contractor's sole expense) with which Contractor must comply.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Request for Payment, Contractor shall certify that there are no known mechanics' or materialmens' liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filling of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect or the Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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.1 defective Work not remedied;
.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
.7 repeated failure to carry out the Work in accordance with the Contract Documents;
.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;
.9 evidence of financial inability to perform the Contract fully;
.10 failure to submit record documents required by the Contract; or
.11 failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 If the Contractor disputes the Architect's or the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within twenty-one (21) days if Owner disputes the Architect's Certificate for Payment, pursuant to Texas Government Code section 2251.042 *et. seq*., listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 The Contractor shall, within ten (10) days following receipt of payment from the Owner, pay all undisputed bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

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§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect and approved by the Owner or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

.1 If, in Architect's opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The

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Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate.

§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

§ 9.10.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that the payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner or the Owner's property might be responsible have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the

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Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability

§ 9.10.3 The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. The Final Payment shall not constitute a waiver of any claims by the Owner.

§ 9.10.4
(Paragraphs deleted)
[Paragraph Deleted.]

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 9.11 AUDIT
Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY
§ 10.1 Safety Precautions and Programs
The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

.1 Contractor's employees, agents, and Subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol-free work place while performing the Work.

.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988).

.5 Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

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§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

.1 employees on the Work, school personnel, students and other persons on the Owner's premises and other persons who may be affected thereby, which protection shall include the installation of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;

.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

§ 10.2.5 CONTRACTOR SHALL HOLD OWNER HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS ON OR OFF THE SITE AND/OR IN TRANSIT AS REFERRED TO IN CLAUSE 10.2.1.2 EVEN IF SUCH LOSS OR DAMAGE RESULTS FROM OWNER, OWNER'S CONSULTANT'S, OR ARCHITECT'S NEGLIGENCE. AS TO PROPERTY REFERRED TO IN CLAUSE 10.2.1.3, CONTRACTOR SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGE IS CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER, OWNER'S CONSULTANTS OR ARCHITECT. THE FOREGOING OBLIGATIONS OF THE CONTRACTOR ARE IN ADDITION TO HIS OBLIGATIONS UNDER SECTION 3.18; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

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§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 3 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 [Paragraph Deleted.]

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§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall carry and maintain in force insurance described below. Prior to execution of the Contract, the Contractor shall procure insurance coverage in the types and amounts as follows:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	$1,000,000.00
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	$1,000,000.00 each person
Products and Completed Operations	$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage	$1,000,000.00 each occurrence $2,000,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
Automobile Liability:	
Bodily Injury/Property Damage	$1,000,000.00 combined single limit
Property Damage	$1,000,000.00 each occurrence
Umbrella or Excess Liability	$2,000,000.00 each occurrence/aggregate

All Risk Builders Risk against the perils of fire, lightening, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.

§ 11.1.2 The required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

§ 11.1.3 The General Liability and Automobile so issued in the name of Contractor shall also name the Owner as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

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§ 11.1.4 If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1. If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 **Definitions**:

.1.1 **Certificate of coverage ("Certificate")**. A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 **Duration of the Project.** Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 **Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096)**. Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

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.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC Rule §(a)(7)]

§ 11.1.10 The Owner and Contractor shall waive all rights against (1) each other and the Contractors, Subcontractors, agents and employees each of the other, and (2) the Architect and separate Contractors, if any, and their contractors, Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property

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insurance applicable to the Work. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Section 3.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, contractors and Subcontractors by appropriate agreements, written where legally required for validity, similar waivers, each in favor of all other parties enumerated in this Section 11.1.10.

§ 11.2 Owner's Insurance [Paragraph Deleted.]

(Paragraphs deleted)
§ 11.3 Waivers of Subrogation [Paragraph Deleted.]

(Paragraphs deleted)
§ 11.4 PERFORMANCE BOND AND PAYMENT
§ 11.4.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project.

Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code or, in the case of a Construction Manager, as required by Article 8 of the AIA Document A133-2009.

§ 11.4.4 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.5 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.6 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.7 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

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§ 11.4.8 By inclusion of this Section 11.4.8 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

§11.5 Adjustment and Settlement of Insured Loss [Paragraph Deleted.]

(Paragraphs deleted)

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work has been covered and the Architect has specifically requested to see such Work, or if any known deficiencies exist, or the Contract Documents specifically request inspection prior to its being covered, the Architect may request to see that Work and it shall be uncovered by the Contractor. If the Work is not in accordance with the Contract Documents, it must be corrected and covered at the expense of the Contractor. If the Work is according to the Contract Documents, the cost to restore cover on the Work is at the sole expense of the Contractor.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fail to conform with the requirements of this Agreement that appear in the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Clause 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.2.9 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Except for tests, inspections and approvals required to be provided by the Contractor in the Contract Documents, the Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

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§ 13.7 CONTRACTORS RECORDS

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.7.3 Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner.

§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this agreement.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 If the Work is stopped for a period of thirty (30) consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Owner has not made a payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 [Subsection Deleted.]

§ 14.1.2 If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to

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terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment in an amount which would have been recoverable had the termination been for the Owner's convenience.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- **.1** repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- **.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- **.3** repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- **.4** or any Subcontractor becomes insolvent, enters bankruptcy, receivership or other like proceeding; voluntary or involuntarily, or makes an assignment for the benefit of creditors; and the Contractor, within fifteen (15) days after receipt of notice from the Owner, fails to provide satisfactory evidence that the Contractor will either (i) perform the Work of such Subcontractor with the Contractor's own forces, in a timely manner, or (ii) replace the Subcontractor with another similarly qualified Subcontractor who is ready, willing and able to do such Subcontractor's Work in a timely manner
- **.5** fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents; or
- **.6** otherwise is guilty of substantial breach of a provision of the Contract Documents

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- **.1** Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- **.2** Accept assignment of subcontracts pursuant to Section 5.4; and
- **.3** Finish the Work by whatever reasonable method the Owner may deem expedient.

In any such event, title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the contract Documents.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

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§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed, for profit only on that portion of the Work executed, and reasonable costs of demobilization.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims [Paragraph Deleted.]

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by the Contractor, must be initiated within 21 days after occurrence of the event giving rise to such Claim. Claims must be initiated by written notice to the Architect and the Owner.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Owner's decision, subject to the right of the Contractor to proceed in accordance with this Article 15.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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§ 15.1.6.2 The Contractor shall be entitled to an extension of the Contract Time for delays or disruptions due to unusually inclement weather in excess of that normally experienced at the job site. Such extension of time will be granted only if such unusual inclement weather prevented the execution of Work on normal working days. Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the records of the U.S. Weather Bureau Station at the location of the Work. If unusually inclement weather conditions are the basis for a claim for additional time, such Claim shall be documented by data substantiating such conditions, the fact that the same could not have been reasonably anticipated, and the fact that they had an adverse effect on the scheduled construction. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth day of the month following the month during which the delays or disruptions occurred.

(Paragraphs deleted)

§ 15.1.7 CALCULATING CLAIMS FOR DAMAGES

Except as otherwise provided in this Agreement, in calculating the amount of any Claim recoverable by the Contractor, the following standards will apply:

.1 No indirect or consequential damages will be allowed.

.2 No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.

.3 Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

.4 No damages will be allowed for home office overhead or other home office changes or any Eichlay formula calculation.

§ 15.2 Initial Decision

§ 15.2.1 Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless thirty days have passed after the Claim has been referred to the Architect with no recommendation having been rendered by the Architect.

§ 15.2.2 The Architect will review Claims and within ten (10) days of receipt of the Claim take one or more of the following actions: (1) request additional supporting data from the Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished.

§ 15.2.5 [Paragraph Deleted.]

§ 15.2.6 [Paragraph Deleted.]

§ 15.2.6.1 [Paragraph Deleted.]

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

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§ 15.2.8 WAIVER OF LIEN
It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

§ 15.3 Mediation
§ 15.3.1 In the event that the Owner or the Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

§ 15.3.2 Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

§ 15.3.3 In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

§ 15.3.4 Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts..

§ 15.3.5 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

§ 15.4 Immunity
§ 15.4.1 Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

§ 15.4.1.1 [Paragraph Deleted.]

§ 15.4.2 [Paragraph Deleted.]

§ 15.4.3 [Paragraph Deleted.]

§ 15.4.4 [Paragraph Deleted.]

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	SATTERFIELD AND PONTIKES CONSTRUCTION, INC.
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Chris Allen, Superintendent of Schools	~~Mr. John S. Marshall, Vice President~~
(Printed name and title)	*(Printed name and title)*

Jim Muska
General Counsel

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2018 Bond Drives & Pavement – Package 1B

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(Name, legal status and address)

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1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830.693.4357
Fax: 830.693.5685

...

(Name, legal status and address)

Huckabee & Associates, Inc.
11501 Alterra Parkway
Building 7, Suite 120
Austin, Texas 78758

PAGE 10

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements. The Contract Documents identified in this Section shall prevail in case of an inconsistency with subsequent versions made through manipulatable electronic operations. In the absence of individual signatures by Owner and Contractor, the Contract Documents identified in the signed contract prevail.

...

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. ~~The Contract may~~ After execution of the Original Contract Documents, the Contract may thereafter be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2)

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between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

...

§ 1.1.9 The terms "bids" or "bidding" shall include any kind of competitive purchasing under the Texas Education Code Chapter 44 and Texas Government Code Chapter 2269.

§ 1.1.10 MISCELLANEOUS OTHER WORDS

§ 1.1.10.1 BUSINESS DAY

The term "business day" is a day the Owner's Administration Building is scheduled to be open for normal business purposes, unless closed by the Owner's Superintendent of Schools for inclement weather or other reason. Days on which the Administration Building is normally closed are Thanksgiving Break, Winter Break, Spring Break, and Summer Break, as well as other federal, state or local days specified in the calendar approved by the Owner's Board of Trustees on an annual basis. A business day does not include a day on which the Owner's Administration Building is open only for the purposes of conducting candidate filing, early voting, elections, or special events.

§ 1.1.10.2 CALENDAR DAY

A calendar day is a day on the Gregorian calendar. The Contact Time is established in calendar days. Extensions of time granted, if any, will be converted to calendar days.

§ 1.1.10.3 HOLIDAYS

Owner approved holidays for Contractor's Work are limited to New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

§ 1.1.10.4 WORK DAY

Work days include all calendar days except Holidays, Saturdays and Sundays.

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§ 1.2.1.2 During the course of the Work, should any conflict be found in or between the Contract Documents, the Contractor shall be deemed to have included in the cost of the Work the greater quantity or better quality, or the most stringent requirements, unless Contractor shall have obtained, before the submission of Contractor's Proposal, an interpretation in writing from the Architect as to what shall govern. The Architect, in case of such conflict, may interpret or construe the document so as to obtain the most substantial and complete performance of the Work consistent with the Contract Documents and reasonably inferable therefrom, in the best interests of Owner, and the Architect's interpretation shall be final. The terms and conditions of this clause shall not relieve any party of any other obligation under the Contract Documents.

...

§ 1.2.4 PRECEDENCE OF THE CONTRACT DOCUMENTS

The most recently issued Document takes precedence over previous issues of the same Document. The order of precedence is as follows with the highest authority listed as "1".

.1 Contract Modifications signed by Contractor and Owner.
.2 Addenda, with those of later date having precedence over those of earlier date.
.3 General Conditions - AIA Document A201-2017, as modified by the Owner for the Project.
.4 Specifications and Drawings.
.5 Agreement – AIA Document A101-2017, as modified by the Owner for the Project.

Note: Any reference hereinafter this one, to an AIA™ Document or any AIA Documents included in the Contract Documents shall refer to such document "as modified for this Project". In addition, any reference to AIA Documents shall all be considered to have included the Trademark "™" after the AIA reference, whether or not included in the text. The AIA Documents are registered intellectual property of the American

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§ 1.2.5 RELATION OF SPECIFICATIONS AND DRAWINGS

Specifications and Drawings are to be equivalent in authority and priority. Should they disagree in themselves, or with each other, prices shall be based on the better quality and greater quantity of Work indicated. In the event of the above-mentioned disagreements, the resolution shall be determined by the Architect.

§ 1.2.6 Where, in the Drawings and Specifications, certain products, manufacturer's trade names, or catalog numbers are given, it is done for the express purpose of establishing a standard of function, dimension, appearance, and quality of design, in harmony with the Work, and is not intended for the purpose of limiting competition. Materials or equipment shall not be substituted unless such substitution has been specifically accepted for use on this Project by the Architect.

§ 1.2.7 When the Work is governed by reference to standards, building codes, manufacturer's instructions, or other documents, unless otherwise specified, the current edition as of the Agreement date shall apply.

§ 1.2.8 Requirements of public authorities apply as minimum requirements only and do not supersede more stringent specified requirements.

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§ 2.1.1 The Owner is the ~~person or entity identified as such in the Agreement~~ Board of Trustees of the Marble Falls Independent School District and is referred to throughout the Contract Documents as if singular in number. The Owner ~~shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization.~~ may designate in writing one or more persons to represent the Owner; however, such representatives shall have the authority to bind the Owner only to the extent expressly authorized by the Owner and shall have no implied authority. Except as otherwise provided in Section 4.2.1, the Architect does not have ~~such authority.~~ the authority to bind the Owner. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner ~~shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.~~ may engage a third-party consultant to represent the Owner. The Owner will notify the Contractor of the identity of such consultant.

§ 2.1.3 The Contractor acknowledges that no lien rights exist with respect to public property.

...

§ 2.2.1 ~~Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.~~ Pursuant to the requirements of Texas Business and Commerce Code section 56.054(e)(3), the Owner represents that funds are available and have been authorized for the full contract amount of the Work .

§ 2.2.2 ~~Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the~~

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~~Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.~~[Paragraph Deleted.]

§ 2.2.3 ~~After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.~~[Paragraph Deleted.]

§ 2.2.4 ~~Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.~~[Paragraph Deleted.]

...

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor ~~to whom the Contractor has no reasonable objection and~~ whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 ~~The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.~~Paragraph Deleted.

§ 2.3.5 ~~The Owner shall furnish information~~ Information or services required of the Owner by the Contract Documents ~~with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.~~shall be furnished by the Owner within a reasonable time following actual receipt of a written request.

§ 2.3.6 ~~Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.~~The Contractor, Owner and Architect shall agree on an appropriate quantity of drawings and specifications to be printed and distributed for bidding purposes. The drawings shall be provided by the Architect and paid for by the Owner.

§ 2.3.7 Owner's personnel may, but are not required to be present at the construction site during progress of the Work to assist the Architect in the performance of his duties, and to verify the Contractor's record of the number of workmen employed on the Work, their occupational classification, the time each is engaged in the Work, and the equipment used in the performance of the Work for purpose of verification of Contractor's Applications for Payment.

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If the Contractor fails to correct Work ~~that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to~~ nonconforming or defective Work as required by Section 12.2, or fails to complete the Work on time as required by Article 3 of the Agreement or is in default of any of its material obligations hereunder, the Owner, by a written order signed by an agent specifically so empowered by the Owner, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to ~~a~~ any duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or ~~entity, except to the extent required by Section 6.1.3.~~entity. This right shall be in addition to, and not in restriction of, the Owner's right under Section 12.2.

...

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If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ~~ten-day~~ three-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. ~~Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect~~ The Architect or Owner may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

...

§ 3.1.2 The Contractor shall perform the Work in ~~accordance with the Contract Documents.~~a good and workmanlike manner except to the extent the Contract Documents expressly specify a higher degree of finish or workmanship.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Owner or Owner's consultants, if applicable, conducted in accordance with the Contract Documents or activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

...

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. The Contractor and each Subcontractor shall evaluate and satisfy themselves as to the conditions and limitations under which the Work is to be performed, including without limitation: (1) the location, condition, layout and nature of the Project site and surrounding areas, (2) generally prevailing climatic conditions, (3) anticipated labor supply and costs, (4) availability and cost of materials, tools and equipment, and (5) other similar issues. The Owner assumes no responsibility or liability for the physical condition or safety of the Project site or any improvements located on the Project site, or for price escalations in the marketplace. The Contractor shall be solely responsible for providing a safe place for the performance of the Work. The Owner shall not be required to make any adjustment in either the Contract Sum or Contract Time in connection with any failure by the Contractor or any Subcontractor to comply with the requirements of this Section.

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.1 The exactness of grades, elevations, dimensions, or locations given on any Drawings issued by the Architect, or the Work installed by other contractors, is not guaranteed by the Architect or the Owner.

.2 The Contractor shall, therefore, satisfy itself as to the accuracy of all grades, elevations, dimensions, and locations. In all cases of interconnection of its Work with existing or other Work, it shall verify at the site all dimensions relating to such existing or other Work. Any errors due to the Contractor's failure to so verify all such grades, elevations, dimensions, or locations shall be promptly rectified by the Contractor without any additional cost to the Owner.

...

§ 3.2.5 Notwithstanding the delivery of a survey or other documents by the Owner, Contractor shall use reasonable efforts to perform all Work in such a manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the property. Contractor shall be responsible for, and shall repair at Contractor's own expense, any damage done to lines, cables, pipes, and pipelines identified to Contractor.

§ 3.2.6 The Owner and Contractor agree that the Contract Documents may not be free from errors, inconsistencies, or omissions, and further agree that the Owner makes no warranty as to the completeness or accuracy of the Contract documents, either express or implied. Execution of the Contract by the Contractor is a representation that the Contractor has thoroughly reviewed and become familiar with the Contract Documents and that the Contractor is not aware of any errors, inconsistencies or omissions in the Contract Documents which would delay the Contractor in the

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performance of the Contract Work. The Contractor shall not be entitled to any damages or increase in the Contract Amount due to delays or disruptions to the Work. This limitation on damages is further subject to the limitations set forth in Section 15.1.7.

§ 3.2.7 The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for the Architect to evaluate and respond to the Contractor's request for information, where such information was available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner provided information, Contractor prepared coordination drawings, or prior Project correspondence or documentation.

§ 3.2.8 The Contractor shall use the AIA Document G716-2004 "REQUEST FOR INFORMATION" (RFI) form unless otherwise provided in the Contract Documents. The Contractor shall keep a log of all RFI's submitted and number the RFI's consecutively beginning with the number 1.

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§ 3.3.1.1 The Contractor shall assign a superintendent who shall make decisions in behalf of the Contractor and its Subcontractors. The superintendent shall be on the Project, in this capacity, at all times while Work on the Project is in progress.

...

§ 3.3.4 Contractor shall bear responsibility for design and execution of acceptable trenching and shoring procedures, in accordance with Texas Government Code, Section 2166.303 and Texas Health and Safety Code, chapter C, Sections 756.021, *et seq.*

§ 3.3.5 It is understood and agreed that the relationship of Contractor to Owner shall be that of an independent Contractor. Nothing contained herein or inferable herefrom shall be deemed or construed to (1) make Contractor the agent, servant, or employee of the Owner, or (2) create any partnership, joint venture, or other association between Owner and Contractor. Any direction or instruction by Owner in respect of the Work shall relate to the results the Owner desires to obtain from the Work, and shall in no way affect Contractor's independent contractor status as described herein.

§ 3.3.6 The Contractor shall review contractor safety programs, procedures, and precautions in connection with performance of the Work. However, the Contractor's duties shall not relieve any Subcontractor(s) or any other person or entity (e.g. a supplier) including any person or entity with whom the Contractor does not have a contractual relationship, of their responsibility or liability relative to compliance with all applicable federal, state and local laws, rules, regulations, and ordinances which shall include the obligation to provide for the safety of their employees, persons, and property and their requirements to maintain a work environment free of recognized hazards. The foregoing notwithstanding, the requirements of this Section are not intended to impose upon the Contractor any additional obligations that the Contractor would not have under any applicable state or federal laws including, but not limited to, any rules, regulations, or statutes pertaining to the Occupational Safety and Health Administration.

§ 3.3.7 Contractor acknowledges that the Work may be performed in connection with an educational facility which is currently occupied and in use. It is imperative that Contractor's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt Owner's normal operations or facilities. Contractor agrees to and shall comply with all rules, regulations and requirements of the Owner and the school campus on which the Work is to be performed, and shall take all steps necessary to protect and guard the safety of the employees, students and invitees of Owner. Contractor shall exercise the utmost skill and judgment to ensure that continuing construction activity will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Contractor recognizes that the ongoing activities in proximity with its construction activities shall result in the need for prompt and effective coordination of its services with those involved in the ongoing utilization of the premises. Such coordination and adequate site access shall be the responsibility of Contractor. Contractor understands and accepts the difficulties and costs associated with working in an existing facility and the potential delays and disruptions in its Work and has included such items in the Contract Time and the Contract Sum. The Contractor shall perform all the Work in such a manner as to cause minimum interference with the operations of the Owner and other contractors and Subcontractors on the site, and shall take, and cause the Contractor's and its Subcontractor's employees, agents, licensees and

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permittees to take all necessary precautions to protect the Work and the site and all persons and property thereon from damage or injury.

§ 3.3.8 Representatives of the Owner, Contractor, and Architect shall meet periodically at mutually agreed upon intervals, for the purpose of establishing procedures to facilitate cooperation, communication, and timely responses among the participants. By participating in this arrangement, the parties do not intend to create additional contractual obligations or modify the legal relationships which may otherwise exist.

§ 3.3.9 The Owner may require that the Contractor use and/or respond to certain Owner-furnished forms or inquiries during the course of the Project. From time to time, there may be future revisions, changes, additions or deletions to these forms. The fact that the Owner modifies and increases reasonable reporting requirements shall not serve as the basis for a claim for additional time or compensation by the Contractor.

§ 3.3.10 In the event Contractor shall fall behind schedule at any time, for any reason, Owner shall be entitled to direct acceleration or resequencing of the Work to bring the Work back on scheduled. Contractor shall be entitled to compensation from the Construction Contingency, or if such contingency funds are exhausted, pursuant to Change Order, for such acceleration only (a) to the extent necessitated by excusable and compensable delays, and (b) to the extent of premium pay and additional equipment cost actually incurred by Contractor. In the event Contractor determines that he Scheduled Completion Date cannot be met by resequencing the Work, then Contractor shall immediately provide to the Owner, and in any event within seven (7) days after the date of receipt of any request by Owner for resequencing or acceleration, a plan to complete the Work in the shortest possible time. No approval by the Owner of any plan for resequencing or acceleration of the Work submitted by Contractor pursuant to this paragraph shall constitute a waiver by Owner of any damages or losses which Owner may suffer by reason of such resequencing or the failure of Contractor to meet the Scheduled Completion Date.

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall pay fees for public or private water, gas, electrical and other utility service at the site. The Contractor shall secure and arrange for all necessary utility connections.

~~**§ 3.4.2** Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.~~

§ 3.4.1.1 PREVAILING WAGES

The Project is subject to the Texas Government Code, Chapter 2258, Prevailing Wage Rates. This statute requires the Contractor and any Subcontractor to pay not less than the prevailing rates of per diem wages in the locality at the time of construction to all laborers, workmen, and mechanics employed by them in the execution of the contract.

§ 3.4.1.2 In accordance therewith, the Owner has established a scale of prevailing wages which is incorporated in the Project specifications, and not less than this established scale must be paid on the Project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the Work at the time of construction.

§ 3.4.1.3 A Contractor or Subcontractor who violates the provisions of Sections 3.4.1.1 or 3.4.1.2 shall pay to Owner the sum of Sixty Dollars and No/100 ($60.00) for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rate stipulated in the scale of prevailing wages applicable to this Project, as required by Texas Government Code Section 2258.023(b).

[§ 3.4.2

§ 3.4.2.1 Substitutions and alternates may be rejected without explanation and will be considered only under one or more of the following conditions: (i) the proposal is required for compliance with interpretation of code requirements or insurance regulations then existing; (ii) specified products are unavailable through no fault of the Contractor; and

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(iii) when in the judgment of the Owner or the Architect, a substitution would be substantially in the Owner's best interests, in terms of cost, time, or other considerations.

§ 3.4.2.2 The Contractor must submit to the Architect and the Owner (i) a full explanation of the proposed substitution and submittal of all supporting data, including technical information, catalog cuts, warranties, test results, installation instructions, operating procedures, and other information necessary for a complete evaluation of the substitution; (ii) a written explanation of the reasons the substitution is necessary, including the benefits to the Owner and the Work in the event the substitution is acceptable; (iii) the adjustment, if any, in the Contract Sum; (iv) the adjustment, if any, in the time of completion of the Contract and the construction schedule; and (v) an affidavit stating the (a) the proposed substitution confirms to and meets all the requirements of the pertinent Specifications and the requirements shown on the Drawings, and (b) the Contractor accepts the warranty and correction obligations in connection with the proposed substitution as if originally specified by the Architect. Proposals for substitutions shall be submitted in triplicate to the Architect in sufficient time to allow the Architect no less than twenty-one (21) working days for review. No substitutions will be considered or allowed without the Contractor's submittal of complete substantiating data and information as stated hereinbefore.

§ 3.4.2.3 Whether or not any proposed substitution is accepted by the Owner or the Architect, the Contractor shall reimburse the Owner for any fees charged by the Architect or other consultants for evaluating each proposed substitute.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. The Contractor shall be responsible for the actions of Contractor's forces, Subcontractor's forces and all tiers of Sub-subcontractor's forces. The Contractor recognizes that the Project Site is a public-school campus, and will prohibit the possession or use of alcohol, controlled stances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Contractor's forces consistent with the nature of the Work being performed, including wearing shirts at all times. Sexual harassment of employees of the Contractor or employees or students of the Owner by employees of the Contractor is strictly forbidden. Any employee of the Contractor who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Contractor, including removal from the job site.

§ 3.4.4 The Contractor shall only employ or use labor in connection with the Work capable of working harmoniously with all trades, crafts, and any other individuals associated with the Project.

§ 3.4.5 CRIMINAL HISTORY RECORDS CHECKS

§ 3.4.5.1 For purposes of this Section 3.4.5 (and all subsections) the following definitions shall be applicable:

.1 "Continuing Duties" shall mean work duties that are performed pursuant to a contract on a regular, repeated basis rather than infrequently or one-time only.

.2 "Covered Employees", shall mean, all employees of Contractor, as well as employees of Contractor's subcontractors, consultants or independent contractors (of every tier), who will have Continuing Duties related to the services contracted for herein and the Opportunity For Direct Contact With Students in connection with the subject employee's Continuing Duties.

.3 "Disqualifying Criminal History" means: a conviction within the last 30 years, related to one or more of the following offenses, if at the time of the offense, the victim was under 18 years of age or enrolled in a public school: (1) a felony offense under Texas Penal Code Title 5 Offenses Against Persons (homicide; kidnapping, unlawful restraint, smuggling of persons, trafficking of persons, sexual offenses; and assault offenses); (2) an offense for which a defendant is required to register as a sex offender under Texas Code of Criminal Procedure Chapter 62; or (3) an equivalent offense under federal law or the laws of another state. Contractor shall assume all expenses associated with obtaining criminal history record information, providing the certification, and performing Contractor's responsibilities as set out herein.

.4 "Opportunity For Direct Contact With Students" is contact that results from activities that provide a substantial opportunity for verbal or physical interaction with students, and that is not supervised by a certified educator or other professional district employee. An employee is not considered to have an Opportunity For Direct Contact With Students if: (1) the employee's work does not involve the construction alteration or repair of an Instructional Facility; (2) the employee's work involves construction of a new Instructional Facility and the person's duties related to the contacted services will

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be completed not later than the seventh day before the first date the facility will be used for instructional purposes; or (3) if the employee's work involves an existing Instructional Facility and:

a. the project site area contains sanitary facilities and is separated from all areas used by students, by a secure barrier fence that is not less than six feet in height; and

b. the Contractor has adopted a written policy applicable to its employees, as well as employees of its subcontractors (of any tier) and its independent contractors and consultants, which prohibits these parties from interacting with students or entering areas used by students, informs these parties of the policy, and enforces the policy on the Project site and at any other areas where the Work of this Contract will be conducted.

c. the Contractor has sought and received written approval by the District of the adopted policy (including its enforcement provisions) and Contractor's its means of informing the relevant parties of the existence of the policy.

d. Contractor certifies that, if it has taken the above precautions or imposed conditions to ensure that the Contractor's employees and employees of any of its subcontractors, independent contractors, or consultants, will not become Covered Employees, then Contractor will make reasonable efforts to ensure that these precautions or conditions continue throughout the time the contracted services are provided.

.5 "Instructional Facility" is defined as real property or improvements to real property, or a necessary fixture of an improvement to real property that is used predominantly for teaching the curriculum required under Texas Education Code § 28.002; Texas Education Code § 22.08341(a)(2); and Texas Education Code § 46.01.

§ 3.4.5.2 Pursuant to Texas Education Code §22.08341, Contractor shall obtain criminal history record information through the Fingerprint-Based Applicant Clearinghouse of Texas ("FACT Clearinghouse"), for all of Contractor's Covered Employees. To the extent, Contractor does not have a direct contractual connection with a lower-tier subcontractor, Contractor shall require its subcontractor, independent contractors, and consultants, by the terms of their respective contract with Contractor, to obtain the required criminal history record information through the FACT Clearinghouse, for their Covered Employees, and that such subcontractors, independent contractors, and consultants of Contractors subcontractors, require their subcontractors, independent contractors, and consultants of every tier, to timely make the same certifications to the Contractor as those required by the Owner from the Contractor herein, in order to allow Contractor to timely provide the certifications to the Owner required by the following paragraph, pursuant to Texas Education Code §22.08341. If Contractor is required by this subsection to obtain criminal history record information through the FACT Clearinghouse, then Contractor will subscribe the FACT Clearinghouse for purposes of receiving updates to the criminal history record information it obtained and shall require the same of its lower-tier subcontractors, independent contractors and consultants, by contract.

§ 3.4.5.3 If Covered Employees will be working on the Project, before beginning any Work on the Project, Contractor will provide written certification to the Owner that Contractor that the criminal history review requirements for all Covered Employees working on the Owner's Project have been satisfied, and specifically that Contractor:

.1 has obtained the required criminal history record information through the FACT Clearinghouse for its Covered Employees;

.2 has obtained written certification from its subcontractors independent contractors, and consultants (of any tier) that they have obtained the required criminal histories documentation through the FACT Clearinghouse for the subcontractor's, independent contractors', and consultants' Covered Employees; that the criminal history review requirements for all Covered Employees working on the Owner's Project have been satisfied; that either none of their respective Covered Employees had a Disqualifying Criminal History, or if a Covered Employee had a Disqualifying Criminal History they have been excluded from assignment to the Project; and that if the subcontractor, independent contractor, or consultant receives information during the performance of this Contract that one of its Covered Employees associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the Contractor in writing within three (3) business days;

.3 will not assign or permit Covered Employees (of either Contractor or any of its subcontractors, independent contractors, or consultants) with a Disqualifying Criminal History to performing any work on Owner's project or on Owner's property where the Work of this Contract will be conducted;

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.4 if Contractor receives information during the performance of this Contract that a Covered Employee associated with the Work of this Contract, is subsequently reported to have a Disqualifying Criminal History or offense, it will immediately remove the Covered Employee from the project site or any other District Property where the Work of this Contract will be conducted and notify the Owner in writing within three (3) business days; and

5. if any employee associated with the work under this Contract is not a Covered Employee will make a reasonable effort to ensure that the reasons the employee is determined not to be a Covered Employee will continue to exist throughout the time the contracted services are provided.]

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§ 3.5.3 The Contractor agrees to assign to the Owner at the Time of Final Completion of the Work any and all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties. As a condition precedent to final payment, the Contractor shall submit to Owner a complete set of warranties from contractors, manufacturers, or suppliers as appropriate, and executed by Contractor as required, with a warranty commencement date as required by the Contract Documents.

§ 3.5.4 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under this Agreement, at law, or in equity for defective Work.

§ 3.5.5 The warranties provided in Section 3.5 shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Contract Documents, and such warranty shall be interpreted to require Contractor to replace defective materials and equipment and re-execute defective Work which is disclosed to the Contractor by the Owner within a period of one (1) year after Substantial Completion of the entire Work or if latent defect, within one (1) year after discovery thereof by Owner.

§ 3.5.6 The Contractor shall issue in writing to the Owner as a condition precedent to final payment a "General Warranty" reflecting the terms and conditions of Sections 3.5.2 and 3.5.3 for all Work under the Contract Documents. This General Warranty shall be assignable. Submittal of all warranties and guarantees are required as a prerequisite to the final payment.

§ 3.5.7 Except when a longer warranty time is specifically called for in the Specification Sections or is otherwise provided by law, the General Warranty shall be for twelve (12) months and shall be in form and content otherwise satisfactory to the Owner. Contractor acknowledges that the Project may involve construction work on more than one (1) building for the Owner. Each building, or approved phase of each building, may have its own, separate, and independent date of Substantial Completion or Final Completion. Contractor shall maintain a complete and accurate schedule of the dates of Substantial Completion, dates upon which the one (1) year warranty on each phase or building which is substantially complete will expire, and dates of Final Completion. Contractor agrees to provide notice of the warranty expiration date to Owner and Architect at least one (1) month prior to the expiration of the one (1) year warranty period on each building or each phase of the building which has been substantially completed. Prior to termination of the one (1) year warranty period, Contractor shall accompany the Owner and Architect on reinspection of the building and be responsible for correcting any reasonable additional deficiencies not caused by the Owner or by the use of the building which are observed or reported during the reinspection. For extended warranties required by various sections, i.e. roofing, compressors, mechanical equipment, Owner will notify the Contractor of deficiencies and Contractor shall start remedying these defects within three (3) days of initial notification from Owner. Contractor shall prosecute the Work without interruption until accepted by the Owner and the Architect, even though such prosecution should extend beyond the limit of the warranty period. If Contractor fails to provide notice of the expiration of the one (1) year warranty period at least one (1) month prior to the expiration date, Contractor's warranty obligations described in this Section shall continue until such inspection is conducted and any deficiencies found in the inspection corrected.

§ 3.5.8 Warranties shall become effective on a date established by the Owner and Architect in accordance with the Contract Documents. This date shall be the date of Substantial Completion of the entire Work, unless otherwise provided in any Certificate of Partial Substantial Completion approved by the parties, except for Work to be completed or corrected after the date of Substantial Completion and prior to final payment. Warranties for Work to be completed or corrected after the date of Substantial Completion and prior to final payment shall become effective on

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the later of the date the Work is completed or corrected and accepted by the Owner and Architect or the date of final payment.

The Contractor ~~shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.~~not include in the Contract Price or any Modification any amount for sales, use, or similar taxes for which (1) a Texas independent school district is exempt, and (2) the Owner has provided the Contractor with a tax exemption certificate or other documentation necessary to establish the Owner's exemption from such taxes.
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§ 3.7.2 ~~The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.~~In performing its obligations hereunder, the Contractor shall fully comply with all applicable laws, ordinances, rules, regulations, lawful orders and decrees of all applicable authorities, and when requested shall furnish evidence satisfactory to the owner of such compliance.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction. The Contractor agrees to indemnify, defend and hold harmless the Owner, its trustees, officers, representatives, agents and employees from and against all claims, fines, penalties, or liabilities from or arising out of such Work, or based upon the actual or asserted violation of any laws, ordinances, rules, regulations, orders or decrees applicable to such Work.

~~§ 3.7.4 Concealed or Unknown Conditions~~
~~If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.~~

§ 3.7.4 Concealed or Unknown Conditions. Claims for Concealed or Unknown Conditions.
Contractor acknowledges that there may exist at the Project site certain soil and geological conditions and/or surface physical conditions which are not disclosed in the Contract Documents, and which have been known to or may be reasonably anticipated to occur in the area or be related to any past use of the Project site, including, without limitation, the presence of rock and its hardness, geologic formations, differing soils, and surface structures, equipment or other impediments, either natural or man-made (collectively, "Subsurface Conditions"). Owner makes no representations or warranties regarding Subsurface Conditions at the Project site, or of the accuracy or continuity of conditions which may be noted in any reports furnished or made available to Contractor. Contractor covenants and agrees that any such reports are furnished or made available by Owner to Contractor for information purposes only, and Contractor acknowledges that Owner is not responsible for the content thereof. Contractor shall be responsible for inspecting the site and determining the existence or likelihood of any Subsurface Conditions which may affect the Contract Time or the Contract sum, or both. The Contract Time and the Contract Sum bid by Contractor shall be deemed to include all costs of and time to complete all Work associated with or attributable to Subsurface Conditions, and Contractor shall not be entitled to submit a claim for or to obtain an extension of the Contract Time or increase in the Contract Sum due to the existence of Subsurface Conditions. Except as provided above with respect to Subsurface Conditions, if conditions are encountered at the site which are concealed physical conditions which were not known to the Contractor and which differ substantially from those indicated in the Contract Documents, then the Contractor shall notify the Owner and the Architect of such conditions promptly before conditions are disturbed, and in no event more than three (3) days after first observation of the conditions. The Architect will promptly investigate such

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conditions and report its findings to the Owner. If the Owner and the Contractor cannot agree on an adjustment to the Contract Sum or Contract Time, the adjustment shall be subject to mediation pursuant to Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract ~~Sum and Contract~~ Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.7.6 The Contractor shall also obtain all permits and approvals, and pay all fees and expenses, if any, associated with National Pollutant Discharge Elimination System (NPDES) regulations administered by the Environmental Protection Agency (EPA) and local authorities, if applicable, that require completion of documentation and/or acquisition of a "Land Disturbing Activities Permit" for the Project. Contractor's obligations under this Section do not require it to perform engineering services during the pre-construction phase to prepare proper drainage for the construction sites. However, any drainage alterations made by Contractor during the construction process which require the issuance of a permit shall be at Contractor's sole cost.

§ 3.7.7 The Contractor shall certify in writing that no materials used in the Work contain lead or asbestos materials in them in excess of amounts allowed by Local/State standards, laws, codes, rules and regulations; the Federal Environmental Protection Agency (EPA) standards and/or the Federal Occupational Safety and Health Administration (OSHA) standards, whichever is most restrictive. The Contractor shall provide this written certification as part of submittals under the Section in the Instruments of Service related to Contract Closeout.

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§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner ~~with reasonable promptness.~~within such time as is reasonably specified by the Contractor as necessary to avoid delay in the Work.

§ 3.8.4 When performing Work under allowances, where reasonably possible, Contractor shall solicit and receive no fewer than three (3) written proposals and shall provide the Work as directed by the Architect, upon Owner's written approval, on the basis of the best value for the Owner.

...

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall not replace the Superintendent prior to Final Completion of the Work unless (1) the Superintendent shall cease to be employed by the Contractor or its subsidiaries or affiliated companies, or (2) the Owner agrees to such replacement. The Superintendent may not be employed on any other project prior to Final Completion of the Work. From Substantial Completion to Final Completion, the Superintendent shall be on-site as necessary to ensure that Final Completion occurs within thirty (30) days of Substantial Completion.

§ 3.9.2 ~~The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.~~Contractor shall furnish a list to the Architect of all engineers, consultants, job-site superintendents, Subcontractors and suppliers involved in construction. The Architect shall provide such information to the Owner.

.1 The Owner may reject or require removal of any engineer, consultant, job superintendent, or employee of the Contractor, Subcontractor or Sub-subcontractor involved in the Project.

.2 Contractor shall provide an adequate staff for the proper coordination and expedition of the Work. Owner reserves the right to require Contractor to dismiss from the Work any employee or employees that Owner may deem incompetent, careless, insubordinate, or in violation of any provision in these

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Contract Documents. This provision is applicable to Subcontractors, Sub-subcontractors and their employees.

.3 The Owner reserves the right to utilize one or more of its employees to function in the capacity of the Owner's inspector, whose primary function will be daily inspections, checking pay requests, construction timelines, and storage of supplies and materials.

§ 3.9.3 The ~~Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.~~Owner shall be notified not less than twenty-four (24) hours before any time that superintendent will not be present at the site for any reason except illness. If the reason is due to illness, then Owner shall be notified at the beginning of that day. Owner shall be notified of the identity of the acting superintendent. In the event the superintendent is absent from the site and notice has not been provided nor has an acting superintendent been assigned to the Work, the Contractor is subject to being back charged in the amount of TWO HUNDRED FIFTY AND NO/100 DOLLARS ($250.00) for each day.

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§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a ~~Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.~~contractor's initial constructions schedule for the Work utilizing critical path method scheduling techniques. The initial schedule shall not exceed the time limits set forth in the Contract Documents. The initial schedule shall thereafter be updated on a monthly basis and submitted with each application for payment. The receipt of an updated schedule with each application for payment shall be a condition precedent to the Owner's duty to make any payment pursuant to Article 9.6.

.1 Each schedule shall break the Work into a sufficient number of activities to facilitate the efficient use of critical path method scheduling by the Contractor, Owner, and Architect. Each schedule activity shall be assigned a cost value consistent with the Schedule of Values so as to allow the Owner and Contractor to project case flow for the Project.

.2 Each schedule shall include activities representing manufacturing, fabrication, or ordering lead time for materials, equipment, or other items for which the Architect is required to review submittals, shop drawings, product data, or samples.

.3 Each schedule, other than the initial schedule, shall indicate the activities, or portions thereof, which have been completed; shall reflect the actual time for completion of such activities; and shall reflect any changes to the sequence or planned duration of all activities.

.4 If any updated schedule exceeds the time limits set forth in the Contract Documents for completion of the Work, the Contractor shall include with the updated schedule a statement of the reasons for the anticipated delay in completion of the Work and the Contractor's planned course of action for completing the Work within the time limits set forth in the Contract Documents. If the Contractor asserts that the failure of the Owner or the Architect to provide information to the Contractor is the reason for anticipated delay in completion, the Contractor shall also specify what information is required from the Owner or Architect.

.5 Neither the Owner or the Contractor shall have exclusive ownership of float time in the schedule, and all float time shall inure to the benefit of the Project. The Contractor agrees to use its best efforts not to sequence the Work or assign activity durations so as to produce a schedule in which more than one-fourth of the remaining activities have no float time.

.6 Submission of any schedule under this Contract constitutes a representation by the Contractor that: (1) the schedule represents the sequence in which the Contractor intends to prosecute the remaining Work; (2) the schedule represents the actual sequence and durations used to prosecute the completed Work; (3) that to the best of its knowledge and belief the Contractor is able to complete the remaining Work in the sequence and time indicated; and, (4) that the Contractor intends to complete the remaining Work in the sequence and time indicated.

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§ 3.10.3 ~~The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.~~Upon review and acceptance by the Owner and the Architect of the Milestone Dates, the construction schedule shall be deemed part of the Contract Documents. If not accepted, the construction schedule shall be promptly revised by the Contractor in accordance with the recommendations of the Owner and the Architect and resubmitted for acceptance. The Contractor shall monitor the progress of the Work for conformance with the requirements of the construction schedule and shall promptly advise the Owner of any delays or potential delays. The accepted construction schedule shall be updated to reflect actual conditions. In the event any progress report indicates any delays, the Contractor shall propose an affirmative plan to correct the delay, including overtime and/or additional labor, if necessary. In no event shall any progress report constitute an adjustment in the Contract Time, any Milestone Date, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized pursuant to Change Order.

§ 3.10.4 In the event the Owner determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitations, (i) working additional shifts of overtime, (ii) supplying additional manpower, equipment and facilities, and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the construction schedule.

.1 The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the Owner under or pursuant to this Subparagraph 3.10.5.

.2 The Owner may exercise the rights furnished the Owner under or pursuant to this Subparagraph 3.10.5 as frequently as the Owner deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

§ 3.10.5 If reasonably required by Owner, Contractor shall also prepare and furnish project cash flow projections, manning data for critical activities, and schedules for the purchase and delivery of all critical equipment and material, together with periodic updating thereof.

§ 3.10.6 The Contractor shall recommend to the Owner and to the Architect a schedule for procurement of long-lead time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead time items are procured by the Owner, they shall be procured on terms and conditions as recommended by the Contractor. Upon the Owner's acceptance of the Contractor's Stipulated Sum proposal, all contracts previously entered into by Owner shall be assigned by Owner to the Contractor who shall accept responsibility for such contracts as if it had initially entered into such contracts. Contractor shall expedite the delivery of long-lead time items. The Contractor shall receive and protect all Owner supplied material.

...

§ 3.11.1 Contractor shall make available, at the Project site, job records, including, but not limited to, invoices, payment records, payroll records, daily reports, logs, diaries, and job meeting minutes, applicable to the Project. Contractor shall make such reports and records available to inspection by the Owner, Architect, or their respective agents.

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§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall ~~be entitled to rely upon the adequacy and accuracy~~ not be responsible for the adequacy of the performance and design criteria ~~provided~~ specified in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design

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professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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§ 3.12.10.3 The Architect's review of Contractor's submittals will be limited to one examination of an initial submittal and one (1) examination of a resubmittal. The Architect's review of additional submittals will be made only with the consent of the Owner after notification by the Architect. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for evaluation of such additional resubmittals.

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment. The Contractor shall so conduct its operations as not to unreasonably interfere with traffic on public thoroughfares adjacent or near to the Project site.

...

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the ~~Contract.~~ Contract and shall, not less than two times each week, clean up by removing rubbish, including old and surplus materials. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus ~~materials from and about the Project.~~materials, and shall clean, sweep, mop, brush and polish, as appropriate, the interior of the improvements or renovated areas, including but not limited to, any floors, carpeting, ducts, fixtures, and ventilation units operated during construction. Contractor shall clean exterior gutters, drainage, walkways, driveways and roofs of debris.

...

§ 3.15.3 The Contractor shall be responsible for damaged or broken glass, and at completion of the Work, shall replace such damaged or broken glass.

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§ 3.16.1 Upon request of the Architect or Owner, the Contractor shall accompany the Architect or Owner on an inspection of the Work.

...

§ 3.18.1 ~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.~~**TO THE FULLEST EXTENT PERMITTED BY LAW, CONTRACTOR WAIVES AND RELEASES ALL CLAIMS AGAINST AND SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE OWNER, OWNER'S CONSULTANTS, THE ARCHITECT, THE ARCHITECT'S CONSULTANTS, AND THEIR RESPECTIVE AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEY'S FEES, ARISING OUT OF, OR RESULTING FROM THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, DAMAGE, LOSS OR EXPENSE:(1) IS ATTRIBUTABLE TO BODILY OR PERSONAL INJURY, SICKNESS, DISEASE OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF) INCLUDING THE LOSS OF USE RESULTING THEREFROM, AND (2) IS CAUSED IN**

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WHOLE OR IN PART BY ANY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF OWNER, OWNER'S CONSULTANTS, THE ARCHITECT AND THE ARCHITECT'S CONSULTANTS, WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE OF THE INJURY, DEATH, OR DAMAGE. HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS SECTION SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH, OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER, OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 3.18.2 ~~In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.~~**IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS SECTION 3.18 BY AN EMPLOYEE OF THE CONTRACTOR, A SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THEM OR ANYONE FOR WHOSE ACTS THEY MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER THIS SECTION 3.18 SHALL NOT BE LIMITED BY A LIMITATION ON AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE BY OR FOR THE CONTRACTOR OR A SUBCONTRACTOR UNDER INSURANCE POLICIES, WORKERS' COMPENSATION ACT OR INSURANCE , DISABILITY ACTS OR INSURANCE OR OTHER EMPLOYEE BENEFIT ACTS OR RELATED INSURANCE**.

§ 3.18.3 CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL HOLD OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO CONTRACTOR'S OR ITS SUBCONTRACTORS' CONSTRUCTION TOOLS AND EQUIPMENT AND RENTED ITEMS WHICH ARE USED OR INTENDED FOR USE IN PERFORMING THE WORK, REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF OWNER, OWNER'S CONSULTANTS, ARCHITECT OR ARCHITECT'S CONSULTANTS. THIS PROVISION SHALL APPLY, WITHOUT LIMITATION, TO LOSS OR DAMAGE OCCURRING AT THE WORK SITE OR WHILE SUCH ITEMS ARE IN TRANSIT TO OR FROM THE WORK SITE AND IS IN ADDITION TO CONTRACTOR'S OBLIGATIONS UNDER SECTION 3.18.1. IT IS THE EXPRESS INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND OWNER, THAT THE INDEMNITY IS PROVIDED FOR IN THIS SECTION AS TO CONTRACTOR'S OR ITS SUBCONTRACTOR'S TOOLS AND EQUIPMENT AND RENTAL ITEMS, IS AN AGREEMENT BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF OWNER'S OWN NEGLIGENCE, AND THAT OF OWNER'S CONSULTANTS, THE ARCHITECT AND ARCHITECT'S CONSULTANTS WHETHER THAT NEGLIGENCE IS THE SOLE OR CONCURRING CAUSE OF THE LOSS OR DAMAGE. PROVIDED HOWEVER, THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.

§ 3.18.4 Indemnification hereunder shall include, without limiting the generality of the foregoing, liability which could arise to the Owner, its agents, consultants, and representatives or the Architect pursuant to State statutes for the safety of workmen and in addition, all Federal statutes and rules existing thereunder for protection, occupational safety and

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health to workmen. It being agreed that the primary obligation of the Contractor is to comply with said statutes in performance of the Work by Contractor and that the obligations of the Owner, its agents, consultants, and representatives under said statutes are secondary to that of the Contractor.

§ 3.18.5 THE PROVISIONS OF ARTICLE 3.18 IN ITS ENTIRETY SHALL SURVIVE THE COMPLETION, TERMINATION OR EXPIRATION OF THIS CONTRACT.

§ 3.19 REPRESENTATIONS AND WARRANTIES

§ 3.19.1 The Contractor represents and warrants the following to the Owner (in addition to the other representations and warranties contained in the Contract Documents), as an inducement to the Owner to execute this Contract, which representations and warranties shall survive the execution and delivery of the Contract and the Final Completion of the Work:

.1 that it is financially solvent, able to pay its debts as they mature and possessed of sufficient working capital to complete the Work and perform its obligations under the Contract Documents;

.2 that it is able to furnish the plant, tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder and has sufficient experience and competence to do so;

.3 that it is authorized to do business in the State where the Project is located and properly licensed by all necessary governmental and public quasi-public authorities having jurisdiction over it and over the Work and the site of the Project;

.4 that the execution of the Contract and its performance thereof is within its duly authorized powers; and

.5 that its duly authorized representative has visited the site of the Work, familiarized itself with the local conditions under which the Work is to be performed and correlated its observations with the requirements of the Contract Documents.

§ 3.20 BUSINESS STANDARDS

§ 3.20.1 Contractor, in performing its obligations under Contract, shall establish and maintain appropriate business standards, procedures, and controls, including those necessary to avoid any real or apparent impropriety or adverse impact on the interest of Owner or affiliates. Contractor shall review, with Owner, at a reasonable frequency during the performance of the Work hereunder, such business standards and procedures including, without limitation, those related to the activities of Contractor's employees and agents in their relations with Owner's employees, agents, and representatives, vendors, Subcontractors, and other third parties, and those relating to the placement and administration of purchase orders and contracts.

§ 3.21 ANTITRUST VIOLATION

To permit the Owner to recover damages suffered in antitrust violations, Contractor hereby assigns to Owner any and all claims for overcharges associated with this Contract which violate the antitrust laws of the United States, 15 U.S.C.A. Section 1 et seq. The Contractor shall include this provision in its agreements with each subcontractor and supplier. Each subcontractor shall include such provisions in agreements with sub-subcontractors and suppliers.

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§ 4.1.2 ~~Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.~~[Paragraph Deleted.]

...

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the ~~Architect issues the final Certificate for Payment.~~ Owner's contract with the Architect terminates. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

...

§ 4.2.6 The Architect or the Owner has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect or the Owner considers it necessary or advisable, the Architect or the Owner will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect or the Owner nor a

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decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Owner to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work. Certain portions of the Work will be tested and/or observed at various stages, sometimes off the Project site, between initial observation or review and final positioning of the completed Work. Nothing in any initial or prior approval or test result shall govern if at any subsequent time the Work or any portion thereof is found not to conform to the requirements of the Contract Documents.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component. If any submittal does not comply with the requirements of the Contract Documents, the Architect shall require Contractor to come into compliance. The Architect shall promptly report in writing to the Contractor and Owner any errors, inconsistencies and omissions discovered by the Architect in the Shop Drawings, Product Data and Samples, so as to keep from delaying the Work or the activities of the Owner, Contractor or other Contractors.
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§ 4.2.9 The Architect and the Owner will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

...

§ 4.2.11 ~~The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor.~~ Upon written request of the Owner or Contractor, the Architect will issue its interpretation of the requirements of the plans and specifications. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings.~~When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.~~

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract ~~Documents.~~Documents and not expressly overruled in writing by the Owner.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for ~~information.~~information at no additional expense to the Owner.

§ 4.2.15 The Architect may appoint an employee or other person to assist the Architect during the construction. These representatives will be instructed to assist the Contractor in interpreting the Contract Documents; however, such assistance shall not relieve the Contractor from any responsibility as set forth by the Contract Documents. The fact that the Architect's Representative may have allowed Work not in accordance with the Contract Documents shall not

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prevent the Architect from insisting that the faulty Work be corrected to conform to the Contract Documents and the Contractor shall correct same.

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§ 5.3.1 Neither the Owner nor the Architect shall be obligated to pay or to insure the payment of any monies to Subcontractors or vendors by the Contractor.

§ 5.3.2 The Contractor shall require any potential Subcontractor to disclose to the Contractor any ownership interest or familial relationship between the Contractor, the Architect or the Owner and the potential Subcontractor prior to entering into a contract. Contractor shall report to Owner all such disclosures and the Owner shall have the right, in its sole discretion, to reject any such affiliated Subcontractor.

...

.1 assignment is effective only after termination of the Contract by the Owner ~~for cause pursuant to Section 14.2~~ and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation ~~shall~~ may, in the Owner's sole discretion, be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. ~~If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.~~

...

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this ~~Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.~~Contract.

...

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. ~~The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.~~

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§ 7.1.4 On Change Orders and Construction Change Directives, the total Contractor mark-up for overhead and profit included in the total cost to the Owner shall be based upon the following schedule:

.1 For the Contractor, for Work performed by the Contractor's own forces, ten percent (10%) of the cost (0% for change orders to be paid out of any contingency allowance).

.2 For the Contractor, for the Work performed by the Contractor's Subcontractors, four percent (4%) of the amount due the Subcontractors (0% for the change orders to be paid out of any contingency allowance).

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.3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.

.4 The costs to which the above percentages shall be applied will be determined in accordance with Section 7.3.7.

.5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including quantities and unit costs of labor and materials extended and totaled.

...

§ 7.2.2 Acceptance of a disbursement from any allowance fund, contingency fund or acceptance of a Change Order by the Contractor shall constitute full accord and satisfaction for any and all claims, whether direct or indirect, including but not limited to impact, delay or acceleration damages, arising from the subject matter of the disbursement or Change Order.

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§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in ~~the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount.~~ Section 7.1.4. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect and the Owner may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

...

.4 Costs of premiums for all bonds and insurance, permit fees, and applicable sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the ~~change.~~change only if the adjustment causes an extension of the Contract Time.

...

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost ~~as confirmed by the Architect.~~ plus overhead and profit as set forth in Section 7.1.4. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

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§ 8.1.2 The date of commencement of the Work ~~is the date established in the Agreement.~~shall be the first business day following the Contractor's written notice to proceed. The notice to proceed shall not be issued until the Agreement has been signed by the Contractor and the Owner, the Owner and Architect have received and approved as to form all required payment and performance bonds and insurance as required by Article 11.

~~**§ 8.1.3** The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.~~

§ 8.1.3.1 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.3.2 The date of Final Completion is the date certified by the Architect in accordance with Section 9.10. Unless otherwise agreed in writing by Owner, Contractor agrees that Final Completion shall occur not more than thirty (30) days after the date of Substantial Completion.

...

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§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor ~~confirms~~ stipulates that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the ~~Contractor and Owner.~~Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

...

§ 8.2.4 In the event Substantial Completion is not achieved by the designated date, or as it may be extended, Owner may withhold payment of any further sums due until Substantial Completion is achieved. Owner shall also be entitled to deduct out of any sums due to Contractor any or all liquidated damages due Owner in accordance with the Contract Documents.

§ 8.2.5 Paragraph Deleted.

§ 8.2.6 If one or more of the Liquidated Damages provisions set out in the Agreement are held to be legally unenforceable as a penalty (except when the holding is the result of a challenge by the Owner), the Owner shall be allowed to recover actual damages caused by the Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.2.7 In addition to Liquidated Damages, if any, the Contractor shall reimburse the Owner for any Supplemental or Additional Services of the Architect for additional site visits made necessary by the fault, neglect or request of the Contractor or caused by Contractor's failure to achieve the applicable Contract Time requirements.

§ 8.3.1 ~~If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.~~The Owner, except as provided for in this Section 8.3.1, shall not be liable to the Contractor for delay to the Contractor's Work by the act, neglect or default of the Owner or the Architect, or by reason of fire, act of God, riot, strike, action of workmen or others, or any cause beyond the Owner's control. Should the Owner or Architect delay the Contractor in the Work, Contractor shall receive an extension of time for completion equal to the delay if a written claim is made within forty-eight (48) hours, and under no circumstances shall the Owner be liable to pay the Contractor any compensation for such Owner-caused delays.

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§ 8.3.3 This ~~Section 8.3~~ Agreement does not ~~preclude~~ permit recovery of damages for delay by ~~either party under other provisions of the Contract Documents.~~the Contractor for delay, disruption or acceleration. Contractor agrees that Contractor shall be fully compensated for all delays solely by an extension of time.

...

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. All costs of overtime Work required by the Contract Time and the nature of the Work, as set forth in or inferable from the Contract Documents, except costs of emergencies covered in Section 10.4, shall be and are included in the Contract.

...

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the ~~Architect,~~ Architect or the

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Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

...

§ 9.3.1 ~~At least ten days before the date established for each progress payment,~~ In accordance with the requirements of Section 5.1.3 of the Agreement, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and ~~shall reflect retainage if provided for in the Contract Documents.~~shall reflect. The form of Application for Payment, duly notarized, shall be a current authorized edition of AIA Document G702-1992, Application and Certificate for Payment, supported by a current authorized edition of AIA Document G703-1992, Continuation Sheet.

...

§ 9.3.1.3 Contractor agrees that, for purposes of Texas Government Code section 2251.042, receipt of the Application for Payment by the Architect shall not be construed as receipt of an invoice by the Owner. Contractor further agrees that Owner's receipt of the Architect's Certificate for Payment shall be construed as a receipt of an invoice by the Owner, for purposes of Texas Government Code section 2251.042.

§ 9.3.2 ~~Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.~~Except as otherwise agreed in writing, executed by the Owner and Contractor prior to delivery of material and equipment, the Contractor is not entitled to payment for material and equipment delivered and stored on site or off site. The Owner may, in the Owner's sole discretion, agree to make payment for materials stored on site or off site and may, as a condition precedent to the grant of such consent, establish reasonable procedures and requirements (including provision of additional insurance at Contractor's sole expense) with which Contractor must comply.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work. **CONTRACTOR SHALL INDEMNIFY AND HOLD OWNER HARMLESS FROM ANY LIENS, CLAIMS, SECURITY INTERESTS OR ENCUMBRANCES FILED BY THE CONTRACTOR, SUBCONTRACTORS, OR ANYONE CLAIMING BY, THROUGH OR UNDER THE CONTRACTOR OR SUBCONTRACTOR FOR ITEMS COVERED BY PAYMENTS MADE BY THE OWNER TO CONTRACTOR.**

§ 9.3.4 In each Request for Payment, Contractor shall certify that there are no known mechanics' or materialmens' liens outstanding at the date of this requisition, that all due and payable bills with respect to the Work have been paid to date or are included in the amount requested in the current application and that except for such bills not paid but so included, there is no known basis for the filling of any mechanics' or materialmens' liens on the Work, and that releases from all contractors and materialmen have been obtained in such form as to constitute an effective release of lien under the laws of the State of Texas covering all Work theretofore performed and for which payment has been made by Owner to Contractor.

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§ 9.5.1 The Architect or the Owner may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

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.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; ~~or~~

.7 repeated failure to carry out the Work in accordance with the Contract ~~Documents.~~ Documents;

.8 delay beyond the times set forth elsewhere in the Contract Documents including but not limited to the submission for approval of the schedule of values, cost breakdowns on proposal requests, progress schedule, list of Subcontractors and insurance requirements;

.9 evidence of financial inability to perform the Contract fully;

.10 failure to submit record documents required by the Contract; or

.11 failure of the Contractor to perform any other obligations of the Contract.

§ 9.5.2 ~~When either party disputes the Architect's~~ If the Contractor disputes the Architect's or the Owner's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, ~~that party~~ the Contractor may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld. The Owner shall not be deemed in default by reason of withholding payment as provided for in Section 9.5.1.

...

§ 9.6.1 After the Architect has issued and the Owner has approved a Certificate for Payment, the Owner shall make payment of disputed amounts in the manner and within the time provided in the Contract Documents, and shall so notify the Architect. Owner shall notify Contractor within twenty-one (21) days if Owner disputes the Architect's Certificate for Payment, pursuant to Texas Government Code section 2251.042 *et. seq*., listing the specific reasons for nonpayment. Payments to the Contractor shall not be construed as releasing the Contractor or his Surety from any obligations under the Contract Documents.

§ 9.6.2 The Contractor ~~shall pay each Subcontractor, no later than seven days after~~ shall, within ten (10) days following receipt of payment from the Owner, ~~the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.~~pay all undisputed bills for labor and materials performed and furnished by others in connection with the construction, furnished and equipping of the improvements and the performance of the Work, and shall, if requested, provide the Owner with evidence of such payment. Contractor's failure to make payments within such time shall constitute a material breach of this contract. Contractor shall include a provision in each of its contracts imposing the same payment obligations on its Subcontractors as are applicable to the Contractor hereunder. If the Contractor has failed to make payment promptly to the Contractor's Subcontractors or for materials or labor used in the Work for which the Owner has made payment to the Contractor, the Owner shall be entitled to withhold payment to the Contractor in part or in whole to the extent necessary to protect the Owner.

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§ 9.6.7 ~~Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary~~

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~~liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.~~The Contractor shall, as a condition precedent to any obligation of the Owner under the Contract Documents, provide to the Owner payment and performance bonds in the full penal amount of the Contract in accordance with Texas Government Code Chapter 2253.

...

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect and approved by the Owner or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

...

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended ~~use.~~use; provided, however, as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Project (or if the same cannot be delivered for reasons not the fault or responsibility of the Contractor, nevertheless all Contractor's obligations necessary to the issuance of such certificates, permits, approvals, or licenses will have been performed.) Without limiting the foregoing, in general, the only remaining Work following Substantial Completion shall be minor in nature, so that the Owner could occupy the Project on that date and the completion of the Work by the Contractor would not materially interfere or hamper the Owner's normal business operations.

...

§ 9.8.3 Upon receipt of the Contractor's list, the Architect and the Owner will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

.1 If, in Architect's opinion during the inspection, the Project, or the designated portion thereof which Owner has agreed to accept separately, is not sufficiently complete to warrant inspection, or if the list of items to be completed or corrected is not sufficiently complete to warrant inspection, then Architect may terminate the inspection and notify the Contractor that the Project is not ready for inspection. If for such reasons, Architect is required to make additional inspections, the Owner may deduct the cost of Architect's additional services made necessary thereby from any payments due the Contractor. The Architect's compensation shall be determined in accordance with the applicable provisions of the Agreement between the Owner and Architect.

.2 Except with the consent of the Owner, the Architect will perform no more than ONE (1) inspection to determine whether the Work has attained Substantial Completion in accordance with the Contract Documents. The Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect, Engineer, Consultant or service provider for any additional inspections.

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§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. ~~Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.~~

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§ 9.8.6 Retainage is not due to the Contractor until thirty-one (31) days after Final Completion of the Work as set out in Section 9.10. After the Certificate of Substantial Completion is accepted by the Owner, the Owner may, in its sole discretion and upon acceptance and consent of surety, make payment of retainage on all or a part of the Work accepted.

...

§ 9.9.3 Unless ~~otherwise agreed upon,~~ expressly agreed upon in writing, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

...

§ 9.10.1 ~~Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract~~ When all of the Work is finally completed and the Contractor is ready for a final inspection it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect and Owner will make final inspection of the Work and, if the Work is complete in full accordance with the Contract Documents and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment ~~stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.~~certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. Except with the consent of the Owner, the Architect will perform no more than one (1) inspection to determine whether the Work has attained Final Completion in accordance with the Contract Documents. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

§ 9.10.2 ~~Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills~~ The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that the payrolls, invoices for materials and equipment, and other ~~indebtedness~~ liabilities connected with the Work for which the Owner or the Owner's property might be responsible ~~or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may~~ have been fully paid or otherwise satisfied; releases and waivers of liens from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; such other provisions as Owner may request; and consent of Surety to final payment. If any third party fails or refuses to provide a release of claims or waiver of lien as required by Owner, the Contractor shall furnish a bond satisfactory to the Owner to ~~indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.~~discharge any such lien or indemnify the Owner from liability

§ 9.10.3 ~~If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract~~

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~~Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it~~ The Owner shall make final payment of all sums due the Contractor not more than thirty-one (31) days after the Architect's execution of a final Certificate for Payment. The Final Payment shall not constitute a waiver of ~~Claims.~~any claims by the Owner.

§ 9.10.4 ~~The making of final payment shall constitute a waiver of Claims by the Owner except those arising from~~

~~**.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;~~

~~**.2** failure of the Work to comply with the requirements of the Contract Documents;~~

~~**.3** terms of special warranties required by the Contract Documents; or~~

~~**.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.~~[Paragraph Deleted.]

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§ 9.11 AUDIT

Contractor agrees to maintain adequate books, payrolls and records satisfactory to the Owner in connection with any and all Work performed hereunder. Contractor agrees to retain all such books, payrolls and records (including data stored in computer) for a period of not less than three (3) years after completion of the Work. At all reasonable times, Owner and its duly authorized representatives shall have access to all personnel of Contractor and all such books, payrolls and records, and shall have the right to audit same.

§ 9.12 In addition to any liquidated damages payable to the Owner by the Contractor, if: (1) the Architect is required to make more than one (1) inspection for Substantial Completion; (2) the Architect is required to make more than 1 inspection for Final Completion; or (3) the Work is not substantially complete within thirty (30) days after the date established for Substantial Completion in the Contract Documents; the Owner shall be entitled to deduct from the Contract Sum amounts paid to the Architect for any additional inspections or services.

...

.1 Contractor's employees, agents, and Subcontractors shall not perform any service for Owner while under the influence of alcohol or any controlled substance. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell illicit or unprescribed controlled drugs or drug paraphernalia, or misuse legitimate prescription drugs while performing the Work. Contractor, its employees, agents, and Subcontractors shall not use, possess, distribute, or sell alcoholic beverages while performing the Work.

.2 Contractor has adopted or will adopt its own policy to assure a drug and alcohol-free work place while performing the Work.

.3 Contractor will remove any of its employees from performing the Work any time there is suspicion of alcohol and/or drug use, possession, or impairment involving such employee, and at any time an incident occurs where drug or alcohol use could have been a contributing factor. Owner has the right to require Contractor to remove employees from performing the Work any time cause exists to suspect alcohol or drug use. In such cases, Contractor's employees may only be considered for return to work after the Contractor certifies as a result of a for-cause test, conducted immediately following removal that said employee was in compliance with this contract. Contractor will not use an employee to perform the Work who either refuses to take, or tests positive in, any alcohol or drug test.

.4 Contractor will comply with all applicable federal, state, and local drug and alcohol related laws and regulations (e.g., Department of Transportation regulations, Department of Defense Drug-Free Workforce Policy, Drug-Free Workplace Act of 1988).

.5 Owner has also banned the presence of all weapons on the Project site, whether the owner thereof has a permit for a concealed weapon or not.

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.1 employees on the ~~Work~~ Work, school personnel, students and other persons on the Owner's premises and other persons who may be affected ~~thereby;~~thereby, which protection shall include the installation

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of fencing between the Work site and the occupied portion of a connecting or adjacent educational facility;

...

.3 other property at the site or adjacent thereto, such as fences, trees, shrubs, lawns, walks, athletic fields and tracks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

...

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's sole cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor. Contractor shall provide reasonable fall protection safeguards and provide approved fall protection safety equipment for use by all exposed Contractor employees.

§ 10.2.4 When use or storage of ~~explosives or~~ other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified ~~personnel.~~personnel, and shall only conduct such activities after giving reasonable advance written notice of the presence or use of such materials, equipment or methods to Owner and Architect. The storage of explosives on Owner's property is prohibited. The use of explosive materials on Owner's property is prohibited unless expressly approved in advance in writing by Owner and Architect.

§ 10.2.5 ~~The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.~~**CONTRACTOR SHALL HOLD OWNER HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS ON OR OFF THE SITE AND/OR IN TRANSIT AS REFERRED TO IN CLAUSE 10.2.1.2 EVEN IF SUCH LOSS OR DAMAGE RESULTS FROM OWNER, OWNER'S CONSULTANT'S, OR ARCHITECT'S NEGLIGENCE. AS TO PROPERTY REFERRED TO IN CLAUSE 10.2.1.3, CONTRACTOR SHALL HOLD OWNER FREE AND HARMLESS FROM LIABILITY RESULTING FROM LOSS OF OR DAMAGE CAUSED IN WHOLE OR IN PART BY THE CONTRACTOR, ANY SUBCONTRACTOR, ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE, REGARDLESS OF WHETHER OR NOT SUCH DAMAGE IS CAUSED IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF THE OWNER, OWNER'S CONSULTANTS OR ARCHITECT. THE FOREGOING OBLIGATIONS OF THE CONTRACTOR ARE IN ADDITION TO HIS OBLIGATIONS UNDER SECTION 3.18; PROVIDED THAT WHERE THE NEGLIGENCE OF OWNER OR ARCHITECT IS A CONCURRING CAUSE, CONTRACTOR'S OBLIGATION TO INDEMNIFY IS LIMITED TO THE AMOUNT NECESSARY TO CAUSE THE RELATIVE LIABILITY OF OWNER, ARCHITECT AND CONTRACTOR TO REFLECT THE COMPARATIVE NEGLIGENCE FINDINGS OF THE TRIER OF FACT (JUDGE OR JURY) OR AS AGREED IN A SETTLEMENT AGREEMENT TO WHICH OWNER, ARCHITECT AND CONTRACTOR ARE ALL PARTIES.**
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If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ~~21~~ 3 days after discovery. The notice shall provide

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sufficient detail to enable the other party to investigate the matter. No provision of the Contract Documents shall waive Owner's immunity under the Texas Tort Claims Act, Texas Civil Practice and Remedies Code, Chapter 101.

...

§ 10.3.3 To the ~~fullest extent permitted by law,~~ extent permitted by the laws and Constitution of the State of Texas, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity. Notwithstanding anything to the contrary contained in this Section 10.3.3, the agreement of the Owner to indemnify, defend and hold harmless the parties described in this Section shall not extend or apply to claims, damages, losses, expenses or liabilities related to, created or caused in whole or in part by a party indemnified hereunder; it being agreed and understood that the Owner and any party so indemnified shall each bear liability for its own negligent acts or omissions, and that such indemnity shall extend only to liability for the negligent acts and omissions of the Owner.

...

§ 10.3.6 ~~If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.~~[Paragraph Deleted.]

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§ 11.1.1 The Contractor shall ~~purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in~~ carry and maintain in force insurance described below. Prior to execution of the Contract, the Contractor shall procure insurance coverage in the types and amounts as follows:

Workmen's Compensation: (Including Waiver of Subrogation Endorsement)	All liability arising out of Contractor's employment of workers and anyone for whom Contractor shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
Employer's Liability:	$1,000,000.00
Commercial General Liability:	
Each Occurrence	$1,000,000.00
General Aggregate	$2,000,000.00 (A Designated Construction Project General Aggregate Limit shall be provided)
Personal & Advertising Injury	$1,000,000.00 each person
Products and Completed Operations	$1,000,000.00 (for one (1) year, commencing with issuance of final Certificate for Payment)
Property Damage	$1,000,000.00 each occurrence $2,000,000.00 aggregate
Independent Contractors	(Same limits as above)
Contractual Liability	(Same limits as above)
Automobile Liability:	
Bodily Injury/Property Damage	$1,000,000.00 combined single limit

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Property Damage	$1,000,000.00 each occurrence
Umbrella or Excess Liability	$2,000,000.00 each occurrence/aggregate

~~the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.~~

All Risk Builders Risk against the perils of fire, lightening, wind storm, hurricane, hail, explosion, riot, civil commotion, smoke, aircraft, land vehicles, vandalism, malicious mischief, and all other perils in the amount one hundred percent (100%) of the value of the improvements including transit and materials stored off site. Additionally, this coverage shall provide protection to the full replacement value for boiler and machinery equipment up to installation, during testing, and until acceptance by Owner.

§ 11.1.2 The ~~Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.~~required insurance must be written by a company licensed to do business in Texas at the time the policy is issued. In addition, the company must be acceptable to the Owner. The Owner's Representative will contact the State Board of Insurance to confirm that the issuing companies are admitted and authorized to issue such policies in the State of Texas.

§ 11.1.3 ~~Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.~~The General Liability and Automobile so issued in the name of Contractor shall also name the Owner as additional insured. The coverage afforded to the additional insured under the policy or policies shall be primary insurance. It is the intent of the parties to this Agreement that the General Liability coverage required herein shall be primary to and shall seek no contribution from all insurance available to Owner, with Owner's insurance being excess, secondary and non-contributing. The Commercial General Liability coverage provided by Contractor shall be endorsed to provide such primary and non-contributing liability. If the additional insured has other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis.

§ 11.1.4 ~~**Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.~~If the insurance is written with stipulated amounts deductible under the terms of the policy, the Contractor shall pay the difference attributable to deductions in any payment made by the insurance carrier on claims paid by this insurance. If the Owner is damaged by the failure of the Contractor to maintain such insurance and to so notify the Owner then the Contractor shall bear all reasonable costs properly attributable thereto.

§ 11.1.5 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents. Nothing contained herein shall limit or waive Contractor's legal or contractual responsibilities to Owner or others.

§ 11.1.6 Contractor shall have its insurance carrier(s) furnish to Owner insurance certificates in form satisfactory to Owner specifying the types and amounts of coverage in effect, the expiration dates of each policy, and a statement that no insurance will be canceled or materially changed while the Work is in progress without thirty (30) calendar day's prior written notice to Owner. Contractor shall permit Owner to examine the insurance policies, or at Owner's option, Contractor shall furnish Owner with copies, certified by the carrier(s), of insurance policies required in Section 11.1.1.

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If Contractor neglects or refuses to provide any insurance required herein, or if any insurance is canceled, Owner may, but shall not be obligated to, procure such insurance and the provisions of Section 11.1.8 hereof shall apply.

§ 11.1.7 Contractor and its Subcontractors shall not commence the shipment of equipment or materials or commence the Work at the site until all of the insurance coverage required of Contractor and its Subcontractors are in force and the necessary certificates and statements pursuant to Section 11.1.6 hereof have been received by Owner and the Architect has issued a written notice to proceed.

§ 11.1.8 As an alternative and at Owner's option and expense, Owner may elect to furnish or to arrange for any part or all of the insurance required by Section 11.1 hereof. If Owner so elects, it shall notify, in writing, Contractor and issue a Change Order therefor, but no adjustment to the scheduled completion date or the Contract Sum shall be allowed.

§ 11.1.9 Workers' Compensation Insurance Coverage.

.1 Definitions:

.1.1 Certificate of coverage ("Certificate"). A copy of a certificate of insurance, a certificate of authority to self-insure issued by the division, or a coverage agreement (DWC Form-81, DWC Form-82, DWC Form-83, or DWC Form-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on the Project, for the duration of the Project.

.1.2 Duration of the Project. Includes the time from the beginning of the work on the Project until the Contractor's work on the Project has been completed and accepted by the Owner.

.1.3 Persons providing services on the Project ("subcontractor" in Texas Labor Code §406.096). Includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the Project, regardless of whether that person contracts directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the Project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a Project. "Services" does not include activities unrelated to the Project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

.2 The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the Project, for the duration of the Project.

.3 The Contractor must provide a certificate of coverage to the Owner prior to being awarded the contract.

.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the Project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the Owner showing that coverage has been extended.

.5 The Contractor shall obtain from each person providing Services on a Project, and provide to the Owner:

.5.1 a certificate of coverage, prior to that person beginning work on the Project, so the Owner will have on file certificates of coverage showing coverage for all persons providing services on the Project; and

.5.2 no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project.

.6 The Contractor shall retain all required certificates of coverage for the duration of the Project and for one (1) year thereafter.

.7 The Contractor shall notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project.

.8 The Contractor shall post on each Project site a notice, in the text, form and manner prescribed by the Texas Department of Insurance, Division of Workers' Compensation, informing all persons providing services on the Project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

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.9 The Contractor shall contractually require each person with whom it contracts to provide services on a Project, to:

.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the Project, for the duration of the Project;

.9.2 provide to the Contractor, prior to that person beginning work on the Project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the Project, for the duration of the Project;

.9.3 provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.4 obtain from each other person with whom it contracts, and provide to the Contractor:

(a) a certificate of coverage, prior to the other person beginning work on the Project; and

(b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the Project;

.9.5 retain all required certificates of coverage on file for the duration of the Project and for one (1) year thereafter;

.9.6 notify the Owner in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the Project; and

.9.7 contractually require each person with whom it contracts, to perform as required by Subparagraphs .9.1 - .9.7 with the certificates of coverage to be provided to the person for whom they are providing services.

.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the Owner that all employees of the Contractor who will provide services on the Project will be covered by workers' compensation coverage for the duration of the Project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Texas Department of Insurance, Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the Owner to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the Owner. [28 TAC Rule §(a)(7)]

§ 11.1.10 The Owner and Contractor shall waive all rights against (1) each other and the Contractors, Subcontractors, agents and employees each of the other, and (2) the Architect and separate Contractors, if any, and their contractors, Subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance applicable to the Work. The foregoing waiver afforded the Architect, his agents and employees shall not extend to the liability imposed by Section 3.18.3. The Owner or the Contractor, as appropriate, shall require of the Architect, separate contractors, contractors and Subcontractors by appropriate agreements, written where legally required for validity, similar waivers, each in favor of all other parties enumerated in this Section 11.1.10.

§ 11.2 Owner's Insurance [Paragraph Deleted.]

~~**§ 11.2.1** The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.~~

~~**§ 11.2.2 Failure to Purchase Required Property Insurance.** If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In~~

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~~the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.~~

~~§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance.~~ ~~Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.~~

§ 11.3 Waivers of Subrogation [Paragraph Deleted.]

~~§ 11.3.1~~ ~~The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.~~

~~§ 11.3.2~~ ~~If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.~~

~~§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance~~

~~The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.~~

§ 11.4 PERFORMANCE BOND AND PAYMENT

§ 11.4.1 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PERFORMANCE BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum.

§ 11.4.2 The Contractor is required, as a condition precedent to the execution of the Contract, to execute a PAYMENT BOND in the form required by TEXAS STATUTES, in an amount equal to ONE HUNDRED PERCENT (100%) of the Contract Sum as security for payment of all persons performing labor and furnishing materials in connection with this Contract. (Bonding Company is to furnish such forms). All bonds shall name the Owner as additional obligee.

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§ 11.4.3 The Payment and Performance Bond shall meet requirements of Chapter 2253 of the Texas Governmental Code. All bonds shall be issued by a surety company licensed, listed and authorized to issue bonds in the State of Texas by the Texas Department of Insurance. The surety company may be required by the Owner to have a rating of not less than "B" in the latest edition of Best's Insurance Reports, Property-Casualty. The surety company shall provide, if requested, information on bonding capacity, other projects under coverage and shall provide proof to establish adequate financial capacity for this Project.

Should the bond amount be in excess of ten percent (10%) of the surety company's capital and surplus, the surety company issuing the bond shall certify that the surety company has acquired reinsurance, in a form and amount acceptable to the Owner, to reinsure the portion of the risk that exceeds ten percent (10%) of the surety company's capital and surplus with one or more reinsurers who are duly authorized and admitted to do business in Texas and that amount reinsured by an reinsurer does not exceed ten percent (10%) of the reinsurer's capital and surplus.

The Sureties shall promptly file a signed copy of the Contract, Performance, and Payment Bonds with the Owner in full compliance with Chapter 2253 of the Texas Governmental Code or, in the case of a Construction Manager, as required by Article 8 of the AIA Document A133-2009.

§ 11.4.4 All bonds will be reviewed by the Architect for compliance with the Contract Documents prior to execution of the contract. In the event that the Architect has any questions concerning the sufficiency of the bonds, the bonds will be referred to the Owner or the Owner's representative for review and decision.

§ 11.4.5 All bonds shall be originals. The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power-of-Attorney. The name, address, and telephone number of a contact person for the bonding company shall be provided.

§ 11.4.6 Upon the request in writing of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made.

§ 11.4.7 Bonds shall be signed by an agent resident in the State of Texas and the date of the bond shall be the date of execution of the contract. If at any time during the continuance of the contract, the surety of the Contractor's bonds becomes insufficient, Owner shall have the right to require additional and sufficient sureties which the Contractor shall furnish to the satisfaction of the Owner within ten (10) business days after notice to do so. In default thereof, the Contractor may be suspended, and all payment or money due to the Contractor withheld.

§ 11.4.8 By inclusion of this Section 11.4.8 in the Contract Documents, the surety which issues the bonds is hereby notified that the Owner, the Architect, and their agents and employees do not represent and will not be responsible for the surety's interests during the course of the Work. To protect its interests, the surety shall have the right to attend pay estimate meetings, review Applications for Payment when requested in writing by them, comment upon and make recommendations regarding payments, and inspect the Work in the presence of the Contractor and the Architect. By providing the bonds for the Work, the surety shall and hereby waives any cause of action against the Owner, the Architect, their agents and employees, for any loss suffered by the surety by reason of overpayment of any amounts to the Contractor, unless such is a direct result of a fraudulent or grossly negligent act committed by such party.

§11.5 Adjustment and Settlement of Insured Loss [Paragraph Deleted.]

~~**§ 11.5.1** A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.~~

~~**§ 11.5.2** Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor~~

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~~shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.~~

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§ 12.1.1 If a portion of the Work ~~is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.~~has been covered and the Architect has specifically requested to see such Work, or if any known deficiencies exist, or the Contract Documents specifically request inspection prior to its being covered, the Architect may request to see that Work and it shall be uncovered by the Contractor. If the Work is not in accordance with the Contract Documents, it must be corrected and covered at the expense of the Contractor. If the Work is according to the Contract Documents, the cost to restore cover on the Work is at the sole expense of the Contractor.

...

§ 12.2.2.3 The one-year period for correction of Work shall ~~not~~ be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.2.4 Upon request by the Owner and prior to the expiration of one (1) year from the date of Substantial Completion, the Architect will conduct and the Contractor shall attend a meeting with the Owner to review the facility operations and performance.

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§ 12.2.6 Contractor shall (i) re-execute any parts of the Work that fail to conform with the requirements of this Agreement that appear in the progress of the Work; (ii) remedy any defects in the Work due to faulty materials or workmanship which appear within a period of one (1) year from Substantial Completion of the Work hereunder, or within such longer period of time as may be set forth in the Drawings and Specifications or other Contract Documents; and (iii) replace, repair, or restore any parts of the Project or furniture, fixtures, equipment, or other items placed therein (whether by Owner or any other party) that are injured or damaged by any such parts of the Work that do not conform to the requirements of the Contract Documents or defects in the Work.

§ 12.2.7 The provisions of this Section 12.2 apply to Work done by Subcontractors of the Contractor as well as Work done directly by employees of the Contractor. The provisions of this Section 12.2.7 shall not apply to corrective Work attributable solely to the acts or omissions of any separate Contractor of Owner (unless Contractor is acting in such capacities). The cost to Contractor of performing any of its obligations under this Clause 12.2.7 to the extent not covered by insurance shall be borne by Contractor.

§ 12.2.8 If, however, Owner and Contractor deem it inexpedient to require the correction of Work damaged or not done in accordance with the Contract Documents, an equitable deduction from the Contract Sum shall be made by agreement between Contractor and Owner. Until such settlement, Owner may withhold such sums as Owner deems just and reasonable from moneys, if any, due Contractor. The settlement shall not be unreasonably delayed by the Owner and the amount of money withheld shall be based on estimated actual cost of the correction to Owner.

§ 12.2.9 Contractor's express warranty herein shall be in addition to, and not in lieu of, any other remedies Owner may have under the Contract Documents, at law, or in equity for defective Work.

...

The Contract shall be governed by the ~~law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal~~

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~~Arbitration Act shall govern Section 15.4.~~laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The Contract is deemed performable entirely in the County in which the Project is located. Any litigation to enforce or interpret any terms of the Contract, or any other litigation arising out of or as a result of the Contract, shall be brought in the State courts of said County. No provision of this Agreement shall waive any immunity or defense.
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§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. ~~Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals.~~ Except for tests, inspections and approvals required to be provided by the Contractor in the Contract Documents, the Owner will contract for, independently of the Contractor, the inspection services, the testing of construction materials engineering, and the verification testing services necessary for the acceptance of the Work by the Owner. The Contractor shall give timely notice to the persons or entities selected by the Owner of the need for such services. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

...

Payments due and unpaid under the Contract Documents shall bear interest ~~from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.~~in accordance with the Texas Prompt Payment Act, Texas Gov't Code Chapter 2251. Any such payment shall be deemed overdue on the thirty-first (31st) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets more than once per month. Any such payment shall be deemed overdue on the forty-sixth (46th) day after Owner receives the Contractor's Certificate for Payment from the Architect, if Owner's Board of Trustees meets once a month or less frequently. No interest shall be due on sums properly retained by Owner, except as provided by law, or on disputed sums unpaid by Owner.

§ 13.6 The invalidity of any part or provision of the Contract Documents shall not impair or affect in any manner whatsoever the validity, enforceability or effect of the remainder of the Contract Documents.

§ 13.7 CONTRACTORS RECORDS

§ 13.7.1 Contractor agrees to furnish Owner such information as may be available in Contractor's files and records for the Project for the purpose of aiding Owner in establishing a depreciation schedule for the Project or such portions thereof as Owner may determine.

§ 13.7.2 Contractor shall at all times through the date of Final Completion, maintain Job Records, including, but not limited to, invoices, payment records, payroll record, daily reports, diaries, logs, instructions, drawings, receipts, contracts, purchase orders, vouchers, memoranda, other financial data and job meeting minutes applicable to the Project, in a manner which maintains the integrity of the documents. Job Records must be retained by Contractor for at least twelve (12) years after the date of Final Completion of the Project. Within ten (10) days of Owner's request, Contractor shall make such Job Records available for inspection, copying and auditing by the Owner, Architect or their respective representatives, at Owner's central office.

§ 13.7.3 Contractor shall also maintain, in accordance with the provisions of Section 13.9.1, the following: contract files, including proposals of successful and unsuccessful bidders, bid recaps and contractor payments; original estimates; estimating Work sheets; general ledger entries detail cash and trade discounts received; insurance rebates and dividends; and any other supporting evidence deemed necessary by the Owner to substantiate charges related to the Contract.

§ 13.7.4 Contractor shall keep a full and detailed financial accounting system and shall exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control system shall be satisfactory to the Owner.

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§ 13.7.5 Contractor shall keep all Construction Documents related to the Project, provided, however, Contractor shall not destroy said documents until Contractor has confirmed with Owner in writing that Owner has obtained a copy of all as-built drawings.

§ 13.7.6 In the event that an audit by the Owner reveals any errors/overpayments by the Owner, then the Contractor shall refund to the Owner the full amount of such overpayment within thirty (30) days of such audit findings, or the Owner, as its option, reserves the right to deduct such amounts owed to the Owner from any payments due to the Contractor.

§ 13.8 NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this agreement.

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§ 14.1.1 ~~The Contractor may terminate the Contract if~~ If the Work is stopped for a period of ~~30~~ thirty (30) consecutive days through no act or fault of the ~~Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees,~~ Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the ~~Work, for any of the following reasons:~~Work under direct or indirect contract with the Contractor, for any of the reasons set forth below, the Contractor may terminate the Contract upon twenty (20) days written notice to Owner and Architect if the Work is not allowed to commence within such period. The sole grounds for termination under this Subsection 14.1.1 are as follows:

...

.3 Because ~~the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made~~ the Owner has not made a payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 ~~The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.~~[Subsection Deleted.]

§ 14.1.2 ~~The Contractor may terminate the Contract if,~~ If through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is ~~less.~~less, the Contractor may terminate the Contract so long as Contractor has provided Owner and Architect with written notice of its intent to terminate in the event of additional delays of not less than twenty (20) days and has furnished written notice of termination to Owner and Architect no less than seven (7) days prior to the effective date of termination.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment ~~for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.~~ in an amount which would have been recoverable had the termination been for the Owner's convenience.

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.2 fails to make payment to Subcontractors ~~or suppliers~~ for materials or labor in accordance with the respective agreements between the Contractor and the ~~Subcontractors or suppliers;~~Subcontractors;

...

.4 or any Subcontractor becomes insolvent, enters bankruptcy, receivership or other like proceeding; voluntary or involuntarily, or makes an assignment for the benefit of creditors; and the Contractor, within fifteen (15) days after receipt of notice from the Owner, fails to provide satisfactory evidence that the Contractor will either (i) perform the Work of such Subcontractor with the Contractor's own forces, in a timely manner, or (ii) replace the Subcontractor with another similarly qualified Subcontractor who is ready, willing and able to do such Subcontractor's Work in a timely manner

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.5 fails to proceed continuously and diligently with the construction and completion of the Work; except as permitted under the Contract Documents; or

.6 otherwise is guilty of substantial breach of a provision of the Contract ~~Documents.~~Documents

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, ~~and upon certification by the Architect that sufficient cause exists to justify such action,~~ the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

...

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. ~~Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.~~

In any such event, title to the Work and any products thereof, whether completed or partially completed, as well as all materials prepared, procured or set aside by the Contractor for use in the Work, shall vest in the Owner at the Owner's option, and the Owner may enter the Contractor's premises and remove the same therefrom. No election hereunder shall be construed as a waiver of any rights or remedies of the Owner with regard to any breach of the contract Documents.

...

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. ~~The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.~~

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly ~~executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.~~executed, for profit only on that portion of the Work executed, and reasonable costs of demobilization.

...

§ 15.1.2 Time Limits on Claims

~~The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.~~[Paragraph Deleted.]

...

§ 15.1.3.1 Claims by ~~either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall~~ the Contractor, must be initiated within 21 days after occurrence of the event giving rise to such ~~Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.~~Claim. Claims must be initiated by written notice to the Architect and the Owner.

...

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§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the ~~Initial Decision Maker's~~ Owner's decision, subject to the right of ~~either party~~ the Contractor to proceed in accordance with this Article 15.~~The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.~~

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§ 15.1.6.2 ~~If adverse~~ The Contractor shall be entitled to an extension of the Contract Time for delays or disruptions due to unusually inclement weather in excess of that normally experienced at the job site. Such extension of time will be granted only if such unusual inclement weather prevented the execution of Work on normal working days. Unusual inclement weather as used herein means unusually severe weather which is beyond the normal weather recorded and expected for the locality of the Work and/or the season or seasons of the year. Normal weather conditions shall be determined based upon information compiled from the records of the U.S. Weather Bureau Station at the location of the Work. If unusually inclement weather conditions are the basis for a ~~Claim~~ claim for additional time, such Claim shall be documented by data substantiating ~~that weather conditions were abnormal for the period of time,~~ such conditions, the fact that the same could not have been reasonably anticipated, and the fact that they had an adverse effect on the scheduled construction. The Contractor shall bear the entire economic risk of all weather delays and disruptions, and shall not be entitled to any increase in the Contract Price by reason of such delays or disruptions. Requests for an extension of time pursuant to this Subparagraph shall be submitted to the Architect not later than the fifteenth day of the month following the month during which the delays or disruptions occurred.

~~§ 15.1.7 Waiver of Claims for Consequential Damages~~

~~The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes~~

- ~~**.1** damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and~~
- ~~**.2** damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.~~

~~This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.~~

§ 15.1.7 CALCULATING CLAIMS FOR DAMAGES

Except as otherwise provided in this Agreement, in calculating the amount of any Claim recoverable by the Contractor, the following standards will apply:

- **.1** No indirect or consequential damages will be allowed.
- **.2** No recovery shall be based on a comparison of planned expenditures to total actual expenditures, or on estimated loss of labor efficiency, or on a comparison of planned manloading to actual manloading, or any other analysis that is used to show damages indirectly.
- **.3** Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.
- **.4** No damages will be allowed for home office overhead or other home office changes or any Eichlay formula calculation.

§ 15.2.1 ~~Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision~~ Claims by the Contractor against the Owner, including those alleging an error or omission by the Architect but excluding those arising under Section 10.3, shall be referred initially to the Architect for consideration and recommendation to the Owner. An initial recommendation by the Architect shall be required as a condition precedent to mediation of any ~~Claim. If an initial decision has not been rendered within 30 days~~ Claim arising prior to the date final payment is due, unless thirty days have passed after the Claim has been referred to the ~~Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.~~Architect with no recommendation having been rendered by the Architect.

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§ 15.2.2 The ~~Initial Decision Maker~~ Architect will review Claims and within ten (10) days of ~~the~~ receipt of ~~a~~ the Claim take one or more of the following actions: (1) request additional supporting data from the ~~claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.~~Contractor; (2) issue an initial recommendation; (3) suggest a compromise; or (4) advise the parties that the Architect is unable to issue an initial recommendation due to a lack of sufficient information or conflict of interest.

§ 15.2.3 ~~In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.~~Following receipt of the Architect's initial recommendation regarding a claim, the Owner and Contractor shall attempt to reach agreement as to any adjustment to the Contract Price and/or Contract Time. If no agreement can be reached either party may request mediation of the dispute pursuant to Article 15.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. ~~Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.~~

§ 15.2.5 ~~The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.~~[Paragraph Deleted.]

§ 15.2.6 ~~Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.~~[Paragraph Deleted.]

§ 15.2.6.1 ~~Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.~~[Paragraph Deleted.]

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§ 15.2.8 ~~If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.~~**WAIVER OF LIEN**

It is distinctly understood that by virtue of this Contract, no mechanic, contractor, materialman, artisan, or laborer, whether skilled or unskilled, shall ever in any manner have, claim, or acquire any lien upon the building, or any of the improvements of whatever nature or kind so erected or to be erected by virtue of this Contract nor upon any of the land upon which said building or any of the improvements are so erected, built, or situated.

...

§ 15.3.1 ~~Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.~~In the event that the Owner or the Contractor shall contend that the other has committed a material breach of this Agreement, the party alleging such breach shall, as a condition precedent to filing any lawsuit, request mediation of the dispute.

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§ 15.3.2 ~~The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~Request for mediation shall be in writing, and shall request that the mediation commence not less than thirty (30) or more than ninety (90) days following the date of the request, except upon agreement of both parties.

§ 15.3.3 ~~Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.~~In the event the Owner and the Contractor are unable to agree to a date for the mediation or to the identity of the mediator or mediators within thirty days following the date of the request for mediation, all conditions precedent in this article shall be deemed to have occurred.

§ 15.3.4 ~~The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~Nothing herein shall preclude the Owner or the Contractor from requesting that the Architect or one or more subcontractors be joined as parties to the mediation, to the extent allowed by their respective contracts..

§ 15.3.5 Unless otherwise agreed in writing by the Owner in the Owner's sole discretion, the Contractor may not bring a legal action against the Owner unless:

.1 the Contractor has given written notice to the Owner of the Claim, dispute, or other matter giving rise to the legal action within ninety-one (91) days after the date of the start of the event giving rise to the Contractor's Claim, dispute or other matter, and

.2 the legal action is brought within two (2) years and one (1) day after the date of the start of the event giving rise to Contractor's Claim, dispute or other matter.

§ 15.4 ~~Arbitration~~Immunity

§ 15.4.1 ~~If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.~~Contractor stipulates that Owner is a political subdivision of the State of Texas and, as such, may enjoy immunities from suit and liability under the Constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein and as specifically provided by law.

§ 15.4.1.1 ~~A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.~~[Paragraph Deleted.]

§ 15.4.2 ~~The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~[Paragraph Deleted.]

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§ 15.4.3 ~~The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.~~[Paragraph Deleted.]

§ 15.4.4 ~~Consolidation or Joinder~~ [Paragraph Deleted.]

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	**SATTERFIELD AND PONTIKES CONSTRUCTION, INC.**
	Jim Muska, General Counsel
OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Dr. Chris Allen, Superintendent of Schools	~~Mr. John S. Marshall, Vice President~~
(Printed name and title)	*(Printed name and title)*

§ 15.4.4.2 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

§ 15.4.4.1 ~~Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 15.4.4.3 ~~The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.~~

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_____

(Signed)

_____

(Title)

_____

(Dated)

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EXHIBIT 1

MARBLE FALLS HIGH SCHOOL
PARKING & DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

PACKAGE 1B

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Huckabee

COVER SHEET

PACKAGE 1B

Job No. 1706.01.01

Sheet No. G1.1

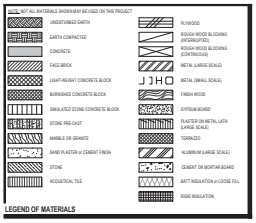
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Date: 05/16/2016

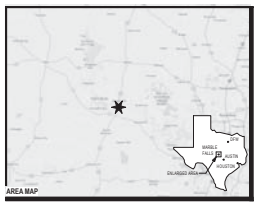
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NOT ALL MATERIALS SHOWN MAY BE USED ON THIS PROJECT

LEGEND OF MATERIALS



AREA MAP



SITE LOCATION MAP



LIST OF ABBREVIATIONS

AB	ANCHOR BOLT
AC	AIR CONDITIONER
ADDNL	ADDITIONAL
ADJ	ADJACENTABLE
ADPT	ADAPTER
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AHU	AIR HANDLING UNIT
ALT	ALTERNATE
ALUM	ALUMINUM
AP	ACOUSTICAL PANELS
APPROX	APPROXIMATE
ARCH	ARCHITECTURAL
@	BEYOND
B/B	BACK TO BACK
BL	BUILDING LINE
BLDG	BUILDING
BLKG	BLOCKING
BM	BEAM
BOD	BOTTOM OF METAL DECK
BOG	BOTTOM OF GUTTER
BOM	BOTTOM OF MASONRY
BOS	BOTTOM OF STEEL
BOT	BOTTOM
BP	BASE, PORCELAIN TILE
BQ	BASE, QUARRY TILE
BR	BASE, RUBBER
BRKG	BASE, RUBBERIZED
BRG	BEARING
BRK	BRICK
BRV	BASE, RUBBER VENTED
BT	BASE, CERAMIC TILE
BTWN	BETWEEN
BTZP	BASE, PRECAST TERRAZZO
BTZ	BASE, TERRAZZO
BW	BOTH WAYS
C	CHANNEL
C/C	CENTER TO CENTER
CAB	CABINET
CAD	CADMIUM
CI	CAST IRON
CJ	CONTROL JOINT
CL	CENTERLINE
CLG	CEILING
CLR	CLEAR
CMU	CONCRETE MASONRY UNIT
CNTRD	CENTERED
CO	CLEAN OUT
COL	COLUMN
CONC	CONCRETE
CONN(S)	CONNECTION(S)
CONT	CONTINUOUS
COORD	COORDINATE
COP	POLISHED CONCRETE
CORR	CORRIDOR
CPT	CARPET (SEALED)
CPT	ROLLED CARPET
CPTW	WALL CARPET
CPY	CANOPY
CS	CAST STONE
CSMU	CAST STONE MASONRY
CU	CONDENSING UNIT
CUST	CUSTODIAN
CT	CARPET TILE
DBL	DOUBLE
DF	DRINK
DH	DOOR HARDWARE
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DN	DOWN
DS	DOWNSPOUT
DRWG	DRAWING
DWR	DRAWER
EA	EACH
EB	EXPANSION BOLT
EF	EACH FACE
EJ	EXPANSION JOINT
EL	ELEVATION
ELEC'L	ELECTRICAL
ELEV	ELEVATOR
ENGR	ENGINEER
EQ	EQUAL
EQ	EQUAL (EQUALITY)
EW	EACH WAY
EWC	ELECTRIC WATER COOLER
EXIST	EXISTING
EXP	EXPANSION
EXT	EXTERIOR
FC	FACE OF TILE FACE
FD	FLOOR DRAIN
FDN	FOUNDATION
FEC	FIRE EXTINGUISHER CABINET
FFE	FINISHED FLOOR ELEVATION
FH	FIRE HOSE
FHC	FIRE HOSE CABINET
FIN	FINISH(ED)
FIN FLR	FINISHED FLOOR
FLG	FLANGE
FLR	FLOOR
FO	FAR SIDE
FSAP	FIXED SOUND ABSORPTIVE PNLS
FTG	FOOTING
FV	FIELD VERIFY
GA	GAGE OR GAUGE
GALV	GALVANIZED
GB	GRADE BEAM
GEN	GENERAL
GMU	GLAZED MASONRY UNIT
GPL	PLASTER/GYPSUM PLASTER
GR BM	GRADE BEAM
GWB	GYPSUM WALLBOARD/SHEETROCK GWB
GUT	GUTTER
GYP	GYPSUM BOARD
HB	HOSE BIB
HC	HANDICAP
HDWE	HARDWARE
HDWD	HARD WOOD
HFB	HOLLOW FACE BRICK
HM	HOLLOW METAL
HORIZ	HORIZONTAL
HP	HIGH POINT
HT	HEIGHT
HVAC	HEATING, VENTILATION, & AIC
ICF	INSULATED CONCRETE FORMS
ID	INSIDE DIAMETER
IF	INSIDE FACE
IND SD	INDUSTRIAL SHOWER
INSUL	INSULATION
INSUL	INSULATION
INT	INTERIOR
JT	JOINT
JST(S)	JOIST(S)
KIT	KITCHEN
LAV	LAVATORY
LLH	LONG LEG HORIZONTAL
LLV	LONG LEG VERTICAL
LONG	LONGITUDINAL
LOP	LOW POINT
MAS	MASONRY
MATL	MATERIAL
MAX	MAXIMUM
MB	MARKERBOARD
MDF	MEDIUM DENSITY FIBERCORE
MECH	MECHANICAL
MEZZ	MEZZANINE
MFR	MANUFACTURER
MIN	MINIMUM
MISC	MISCELLANEOUS
MO	MASONRY OPENING
MP	METAL WALL PANELS
MS	MOP SINK
MTL	METAL
N	NORTH
NF	NO FINISH
NIC	NOT IN CONTRACT
NO	NUMBER
NS	NATURAL STONE
NTS	NOT TO SCALE
OC	ON CENTER
OCEW	ON CENTERS EACH WAY
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
OH	OPPOSITE HAND
OHD	OVERHEAD
OPP	OPPOSITE
OS	OVERFLOW SCUPPER
PC	PRECAST CONCRETE
PB	PAPER BRACE
PEN	PENETRATION
PERF	PERFORATED
PERIM	PERIPHERY/CIRCULAR
PL	PLATE
PLC	PLASTIC LAMINATE CASEWORK
PLP	PLASTIC LAMINATE-FACED WOOD PANEL
PLY	PLYWOOD
PPL	PLASTER (POINTS AND CORNER)
PROJ	PROJECTION
PT	POINT
PW	PLYWOOD
QTZ	QUARTZ
R	RISER
RAD	RADIUS
RAFC	RESILIENT FLUID APPLIED FLOORING
RAFG	RESILIENT ROLLED RUBBER FLOORING
RAFT	RESILIENT ATHLETIC FLOORING TILE
RAFV	RESILIENT ATHLETIC FLOORING VINYL
RB	RUBBER BASE
REF	REFERENCE
REINF	REINFORCING
REMR	REMAINDER
RES	RESINOUS FLOORING
RM	ROOM
RF	ROOF FRAME
RO	ROUGH OPENING
RTU	ROOFTOP UNIT
SB	SPLASH BLOCK
SCHED	SCHEDULE
SEC	SECURITY
SF	SQUARE FOOT
SHT	SHEET
SIM	SIMILAR
SJ	SAWN JOINT
SMO	SCHEDULED MASONRY OPENING
SOG	SLAB ON GRADE
SPEC	SPECIFICATIONS
SPF	SPLIT-FACE CONCRETE MASONRY UNIT
SPS	SOLID POLYMER SURFACE MATERIAL
SS	STAINLESS STEEL
STA	STATIONARY
STAR	STAIRCASE
STR	STRINGER
STL	STEEL
STN	STAIN
STOR	STORAGE
STRUCT	STRUCTURAL
SUSP	SUSPEND
SUPT	SUPPORT
SVT	SOLID VINYL TILE
SYMM	SYMMETRICAL
T&B	TOP & BOTTOM
T&G	TONGUE & GROOVE
TC	CERAMIC TILE
TH	THRESHOLD
TLT	TOILET
TMD	TOP OF METAL DECK
TOB	TOP OF BEAM
TOBM	TOP OF GIRLBEAM/ BEAM
TOBR	TOP OF BRICK
TOC	TOP OF CURB
TOCP	TOP OF CONCRETE PANEL
TOF	TOP OF FOOTING
TOJ	TOP OF JOIST
TOM	TOP OF MASONRY
TOP	TOP OF PIER
TOPC	TOP OF PIER CAP
TOS	TOP OF STEEL
TOSC	TOP OF STRUCTURAL CONCRETE
TOSD	TOP OF STRUCTURAL DECKING
TOSM	TOP OF STRUCTURAL STEEL
TOT	TOP OF STEEL TRUSS
TOW	TOP OF WALL
TOWD	TOP OF WOOD BLOCKING/ NAILER
TP	TOILET PAPER
TS	CERAMIC TILE
TRMS	TRANSVERSE
TRIM	METAL FLASHINGS AND COPINGS
TS	TUBE STEEL
TTP	TOILET TISSUE
TV	TELEVISION
TZE	TERRAZZO EPOXY
TZT	TERRAZZO TILE
U	URINAL
UNO	UNLESS NOTED OTHERWISE
VCT	VINYL COMPOSITION TILE
VIF	VERIFY IN FIELD
W	WIDE
WD	WITHOUT
WASH	WASHINGTON
WC	WATERCLOSET
WD	WOOD
WH	WATERHEATER
WMP	MARLE WOOD ATHLETIC FLOORING
WMS	MAGNETIC WOOD BLOCKING
WP	WORKPOINT
WS	WATERSTOP
WCT	WALK-OFF CARPET TILE
WT	WEIGHT
WVG	WOOD VENEER CASEWORK
WWF	WELDED WIRE MESH (FABRIC)
SE	S BENDING
>=	LARGER THAN OR EQUAL TO
<=	LESS THAN OR EQUAL TO

(NOT ALL ABBREVIATIONS USED IN THIS PROJECT)

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

REGISTERED ARCHITECT
STATE OF TEXAS

Huckabee

GENERAL DATA

PACKAGE 1B

Job No. 1706.01.01
Sheet No. G1.2
Drawn By: PS
Date: 05/30/2016

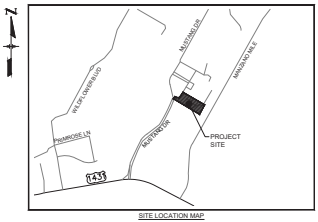
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CIVIL PLANS
FOR
MARBLE FALLS HIGH SCHOOL PARKING & DRIVES
FOR MARBLE FALLS I.S.D.
2101 MUSTANG DRIVE
MARBLE FALLS, TX 78654





SITE LOCATION MAP
1" = 1mile

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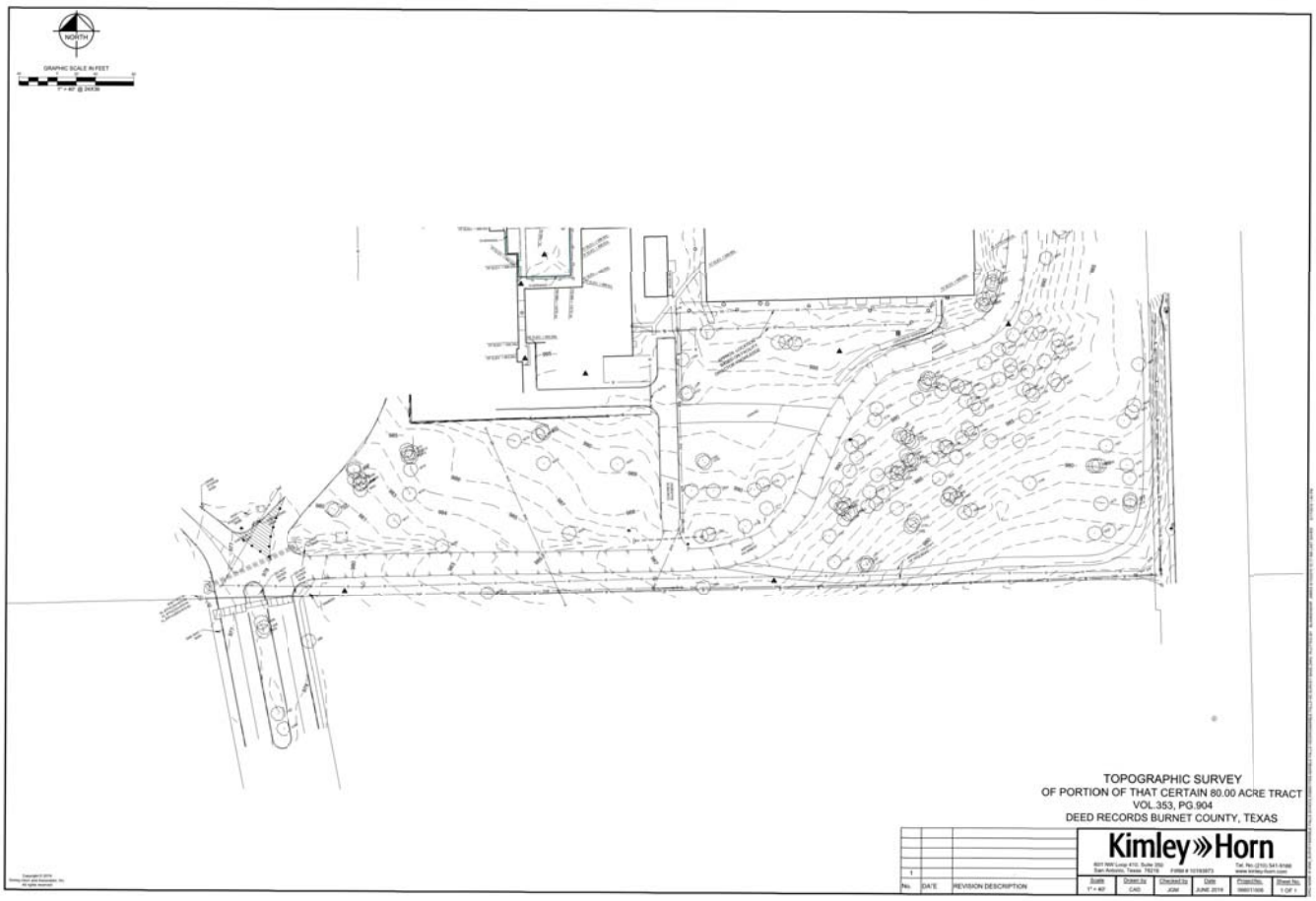
Revision / Date

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS
Project:

Kimley»Horn

Huckabee

COVER SHEET
PACKAGE 1B
Job No. 017042-01
Sheet No.
Drawn By: SCM
Date: 06/15/2018
C1.0



TOPOGRAPHIC SURVEY
OF PORTION OF THAT CERTAIN 80.00 ACRE TRACT
VOL.353, PG.904
DEED RECORDS BURNET COUNTY, TEXAS

Kimley»Horn

No.	DATE	REVISION DESCRIPTION
1		

Scale: 1" = 40' | Ordered by: CAD | Checked by: JDM | Date: JUNE 2019 | Project No. | Sheet No. 1 OF 1

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

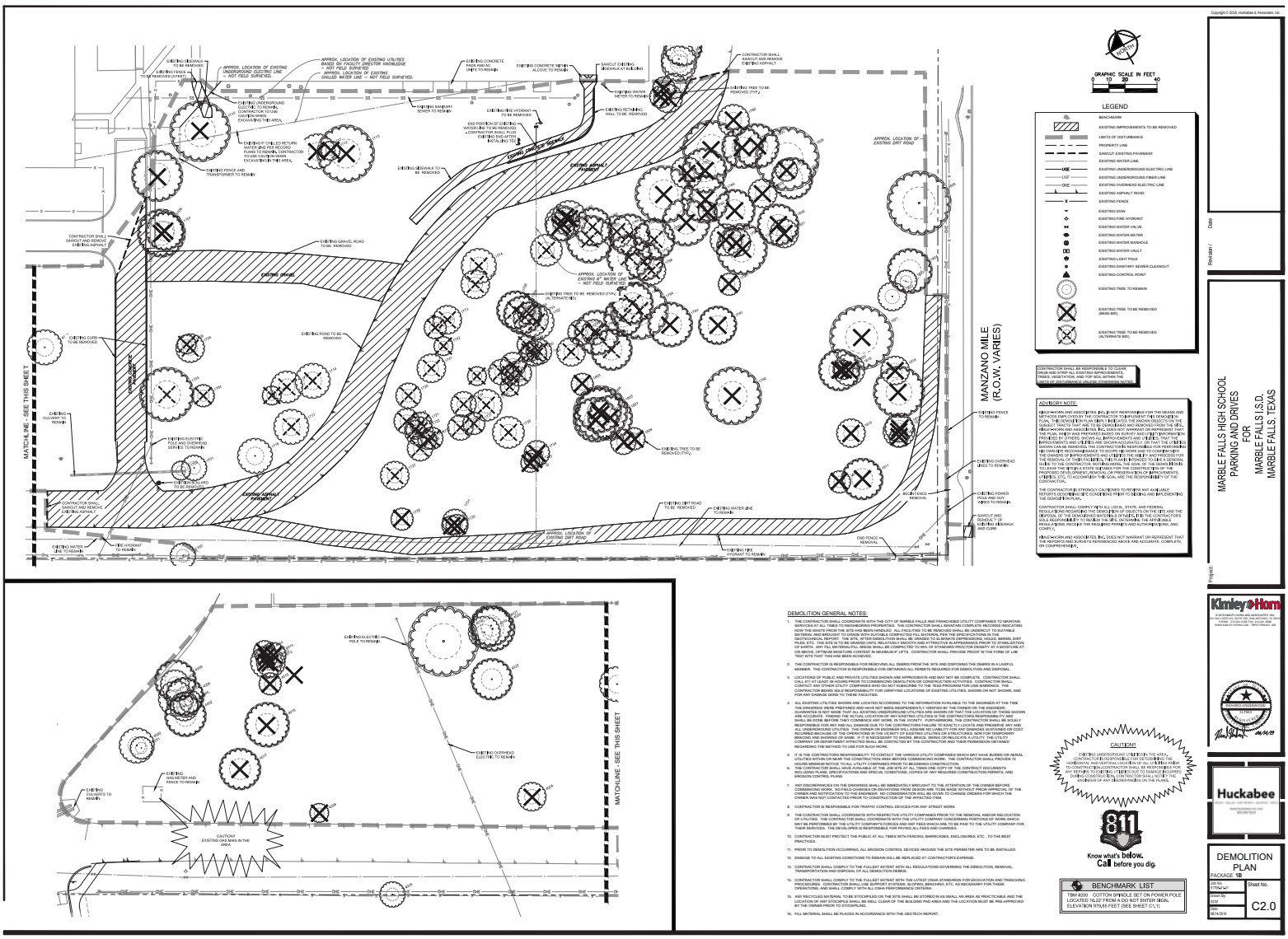
Kimley»Horn

Huckabee

TOPOGRAPHIC SURVEY
PACKAGE 1B

Job No. 017042-01	Sheet No.
Drawn By: DCM	C1.1
Date: 06/18/2019	

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CONTRACTOR SHALL BE RESPONSIBLE TO CLEAR, GRUB AND STRIP ALL EXISTING IMPROVEMENTS, TREES, VEGETATION, AND TOP SOIL WITHIN THE LIMITS OF DISTURBANCE UNLESS OTHERWISE NOTED.

ADVISORY NOTE:

KNOX-HORN AND ASSOCIATES, INC. IS NOT RESPONSIBLE FOR THE MEANS AND METHODS EMPLOYED BY THE CONTRACTOR DURING THE DEMOLITION PLAN. THE DEMOLITION PLAN SHALL INDICATES THE KNOWN OBJECTS ON THE SITE AND IN THE RIGHT-OF-WAY AT THE TIME OF SURVEY. HOWEVER, KNOX-HORN AND ASSOCIATES, INC. DOES NOT WARRANT OR REPRESENT THAT THE PLAN, WHICH WAS PREPARED BASED ON SURVEY AND UTILITY INFORMATION AS NOTED, SHOWS ALL EXISTING OBJECTS ON THE SITE AND IN THE RIGHT-OF-WAY. BEFORE DEMOLITION AND CONSTRUCTION ACTIVITIES BEGIN, THE UTILITIES SHOWN ON HERE REMOVED, THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ANY AND ALL NECESSARY RECONNAISSANCE TO SCOPE HIS WORK AND TO CONFIRM WITH THE OWNERS OF IMPROVEMENTS AND UTILITIES THE ABILITY AND PROCESS FOR REMOVAL OF ALL OBJECTS ON THE SITE AND IN THE RIGHT-OF-WAY. IT IS THE GOAL OF THE CONTRACTOR, KNOX-HORN, THE GOAL OF THE OWNER, TO LEAVE THE SITE IN A STATE SUITABLE FOR THE CONSTRUCTION OF THE PROPOSED SITE DEVELOPMENT, REMOVAL OR PRESERVATION OF EXISTING OBJECTS, ETC. TO ACCOMPLISH THIS GOAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.

THE CONTRACTOR IS STRONGLY CAUTIONED TO REVIEW ANY AVAILABLE UTILITY INFORMATION AND TO COORDINATE PRIOR TO BIDDING AND IMPLEMENTING THE DEMOLITION PLAN.

CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS REGARDING THE DEMOLITION OF OBJECTS ON THE SITE AND THE DISPOSAL OF THE DEMOLISHED MATERIALS OF SAID SITE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO OBTAIN THE SITE DEMOLITION, THE APPROVALS, REGULATIONS, RECEIPT, THE REQUIRED PERMITS AND AUTHORIZATIONS, AND COMPLY.

KNOX-HORN AND ASSOCIATES, INC. DOES NOT WARRANT OR REPRESENT THAT THE REPORTS AND SURVEYS REFERENCED ABOVE ARE ACCURATE, COMPLETE, OR COMPREHENSIVE.

DEMOLITION GENERAL NOTES:

1. THE CONTRACTOR SHALL COORDINATE WITH THE CITY OF MARBLE FALLS AND FRANCHISED UTILITY COMPANIES TO MAINTAIN SERVICES AT ALL TIMES TO NEIGHBORING PROPERTIES. THE CONTRACTOR SHALL MAINTAIN COMPLETE RECORDS INDICATING HOW THE WASTE FROM THE SITE HAS BEEN HANDLED. ALL FACILITIES TO BE REMOVED SHALL BE UNDERCUT TO SUITABLE MATERIAL AND BROUGHT TO GRADE WITH SUITABLE COMPACTED FILL MATERIAL PER THE SPECIFICATIONS IN THE GEOTECHNICAL REPORT. THE SITE, AFTER DEMOLITION SHALL BE GRADED TO ELIMINATE DEPRESSIONS, HOLES, MOUNDS, SOFT SPOTS, ETC. THAT MAY CAUSE PONDING OF WATER OR OTHERWISE INTERFERE WITH THE PROPER COMPACTION OF EARTH. ANY FILL MATERIAL/FILL AREAS SHALL BE COMPACTED TO 95% OF STANDARD PROCTOR DENSITY AT A MOISTURE AT OR ABOVE, OPTIMUM MOISTURE CONTENT IN MAXIMUM 8" LIFTS. CONTRACTOR SHALL PROVIDE PROOF IN THE FORM OF LAB TEST SITE THAT THIS HAS BEEN ACHIEVED.
2. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL DEBRIS FROM THE SITE AND DISPOSING THE DEBRIS IN A LAWFUL MANNER. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS REQUIRED FOR DEMOLITION AND DISPOSAL.
3. LOCATIONS OF PUBLIC AND PRIVATE UTILITIES SHOWN ARE APPROXIMATE AND MAY NOT BE COMPLETE. CONTRACTOR SHALL CALL ATT AT LEAST 48 HOURS PRIOR TO COMMENCING DEMOLITION OR CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL CONTACT ANY OTHER UTILITY COMPANIES WHO DO NOT SUBSCRIBE TO THE TESS PROGRAM FOR LINE MARKINGS. THIS CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING LOCATIONS OF EXISTING UTILITIES, SHOWN OR NOT SHOWN, AND FOR ANY DAMAGE DONE TO THESE FACILITIES.
4. ALL EXISTING UTILITIES SHOWN ARE LOCATED ACCORDING TO THE INFORMATION AVAILABLE TO THE ENGINEER AT THE TIME THE DRAWINGS WERE PREPARED AND HAVE NOT BEEN INDEPENDENTLY VERIFIED BY THE OWNER OR THE ENGINEER. GUARANTEE IS NOT MADE THAT ALL EXISTING UNDERGROUND UTILITIES ARE SHOWN OR THAT THE LOCATION OF THOSE SHOWN ARE ACCURATE. FINDING THE ACTUAL LOCATION OF ANY EXISTING UTILITIES IS THE CONTRACTOR'S RESPONSIBILITY AND SHALL BE DONE BEFORE THEY COMMENCE ANY WORK, IN THE VICINITY. FURTHERMORE, THIS CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE SAFETY OF ALL UTILITIES AND SHALL PROTECT THEM FROM DAMAGE DURING THE COURSE OF ALL UNDERGROUND UTILITIES. THE OWNER OR ENGINEER WILL ASSUME NO LIABILITY FOR ANY DAMAGE SUSTAINED OR COST INCURRED BECAUSE OF THE OPERATIONS IN THIS VICINITY OF EXISTING UTILITIES OR STRUCTURES, NOR FOR TEMPORARY CONNECTIONS OR SHORING WHICH SHALL BE REQUIRED TO SHORE, BRACE, SWING OR RELOCATE A UTILITY. THE UTILITY COMPANIES OR DEPARTMENT AFFECTED SHALL BE CONTACTED BY THE CONTRACTOR AND THEIR PERMISSION OBTAINED REGARDING THE METHOD TO USE FOR SUCH WORK.
5. IT IS THE CONTRACTORS RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL LINES IN THE AREA BEFORE EXCAVATION BEGINS. IN ACCORDANCE WITH STATE LAW, THE CONTRACTOR SHALL PROVIDE 72 HOURS MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.
6. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES ONE COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS AND SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, AND ENGINEERING CONTROL PLANS.
7. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS FROM DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER AND ENGINEER. NO EXTRA COMPENSATION WILL BE ALLOWED FOR ANY WORK DONE TO CHANGE ORDERS FOR WHICH THE OWNER WAS NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
8. CONTRACTOR IS RESPONSIBLE FOR TRAFFIC CONTROL DEVICES FOR ANY STREET WORK.
9. THE CONTRACTOR SHALL COORDINATE WITH RESPECTIVE UTILITY COMPANIES PRIOR TO THE REMOVAL AND/OR RELOCATION OF UTILITIES. THE CONTRACTOR SHALL COORDINATE WITH THE UTILITY COMPANY CONCERNING PORTIONS OF WORK WHICH MAY BE PERFORMED BY THE UTILITY COMPANY'S FORCES AND ANY FEES WHICH ARE TO BE PAID TO THE UTILITY COMPANY FOR THEIR SERVICES. THIS DEVELOPER IS RESPONSIBLE FOR PAYING ALL FEES AND CHARGES.
10. CONTRACTOR MUST PROTECT THE PUBLIC AT ALL TIMES WITH FENCING, BARRICADES, ENCLOSURES, ETC., TO THE BEST PRACTICES.
11. PRIOR TO DEMOLITION OCCURRING, ALL EROSION CONTROL DEVICES AROUND THE SITE PERIMETER ARE TO BE INSTALLED.
12. DAMAGE TO ALL EXISTING CONDITIONS TO REMAIN WILL BE REPLACED AT CONTRACTOR'S EXPENSE.
13. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH ALL REGULATIONS GOVERNING THE DEMOLITION, REMOVAL, TRANSPORTATION AND DISPOSAL OF ALL DEMOLITION DEBRIS.
14. CONTRACTOR SHALL COMPLY TO THE FULLEST EXTENT WITH THE LATEST OSHA STANDARDS FOR EXCAVATION AND TRENCHING PROCEDURES. CONTRACTOR SHALL USE SUPPORT SYSTEMS, SLOPING, BENCHING, ETC. AS NECESSARY FOR THESE OPERATIONS, AND SHALL COMPLY WITH ALL OSHA PERFORMANCE CRITERIA.
15. ANY RECYCLED MATERIAL TO BE STOCKPILED ON THE SITE SHALL BE STORED IN AN SMALL AN AREA AS PRACTICABLE AND THE LOCATION OF ANY STOCKPILE SHALL BE WELL CLEAR OF THE BUILDING PAD AREA AND THE LOCATION MUST BE PRE-APPROVED BY THE OWNER PRIOR TO STOCKPILING.
16. FILL MATERIAL SHALL BE PLACED IN ACCORDANCE WITH THE GEOTECH REPORT.

CAUTION!
EXISTING UNDERGROUND UTILITIES MAY EXIST IN THE AREA OF THIS PROJECT. PRIOR TO BEGINNING THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES IN CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION. DURING CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

811
Know what's below.
Call before you dig.

BENCHMARK LIST

TBM #200 - COTTON SPINDLE SET ON POWER POLE LOCATED 19.2'E FROM A DO NOT ENTER SIGN, ELEVATION 976.65 FEET (SEE SHEET C1.1)

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

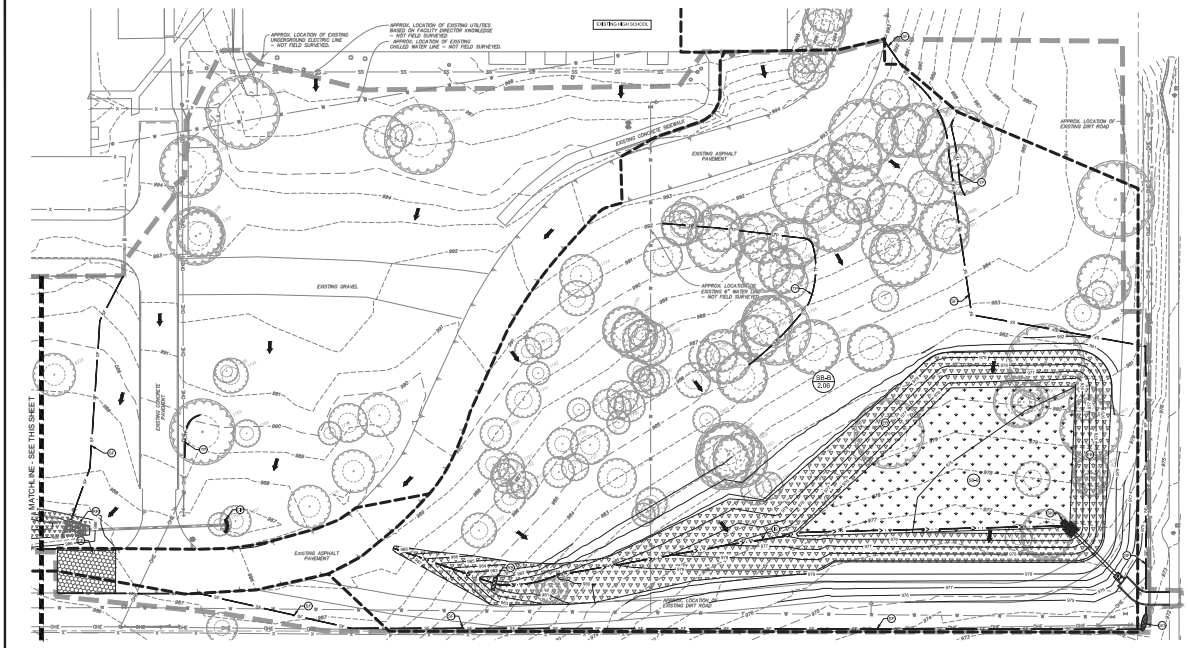
Kimley»Horn
© 2018 KIMLEY-HORN AND ASSOCIATES, INC.
601 NW LOOP 410, SUITE 350, SAN ANTONIO, TX 78216
PHONE: 210-541-9166 WWW.KIMLEY-HORN.COM TBPE FIRM #928

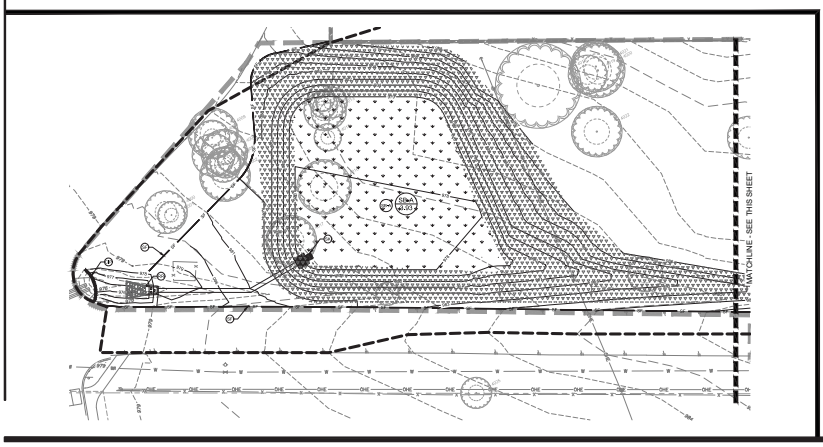
Huckabee
www.huckabee.com
817-332-0124

DEMOLITION PLAN
PACKAGE 1B

Job No. 017042-401	Sheet No. C2.0
Drawn By: SDM	
Date: 06/15/2018	

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LEGEND

- CONSTRUCTION ENTRANCE (REF. DETAIL, SHEET C3.2)
- EROSION CONTROL BLANKET (REF. DETAIL, SHEET C3.2)
- PROPOSED LANDSCAPED AREA
- PROPOSED RIP-RAP
- LIMITS OF DISTURBED AREA
- EXISTING CONTOURS
- PROPOSED CONTOURS
- SILT FENCE (REF. DETAIL, SHEET C3.2)
- TREE PROTECTION (REF. DETAIL, SHEET C3.2)
- SEDIMENT LOG (REF. DETAIL, SHEET C3.3)
- INTERCEPTOR SWALE (REF. DETAIL, SHEET C3.3)
- ROCK BERM (REF. DETAIL, SHEET C3.3)
- INLET PROTECTION (REF. DETAIL, SHEET C3.2)
- RSWB SKIMMER STRUCTURE (REF. DETAIL, SHEET C3.3)
- STONE OVERFLOW (REF. DETAIL, SHEET C3.3)
- CULVERT INLET PROTECTION (REF. DETAIL, SHEET C3.2)
- SEDIMENT BASIN (REF. DETAIL, SHEET C3.3)
- FLOW DIRECTION

GENERAL NOTES:

1. AREAS CONTAINED WITHIN THE PROPERTY BOUNDARIES WILL BE AREAS OF DISTURBANCE AND RE- STABILIZATION. ALL RISE WITHIN THESE LIMITS SHALL BE STABILIZED BY VEGETATION OR STRUCTURES.
2. ALL CONSTRUCTION-RELATED VEHICLES MUST PARK INSIDE THE LIMITS OF CONSTRUCTION AND ARRIVED BY APPROPRIATE TEMPORARY OR PERMANENT ROADS. CITY-APPROVED SURFACES OUTSIDE THE LIMITS OF CONSTRUCTION.

SITE DATA

EXISTING IMPERVIOUS AREA	729 AC (16,310 SF)
PROPOSED IMPERVIOUS AREA	7.48 AC (312,301 SF)
TOTAL DISTURBED	7.83 AC (197,451 SF)

1. EXCESS FILL WILL BE USED WITHIN LIMITS OF CONSTRUCTION AS NECESSARY DURING CONSTRUCTION.

EROSION CONTROL SCHEDULE AND SEQUENCING

1. CALL THE TEXAS ONE CALL CENTER AT 1800NOW811 FOR UTILITY LOCATIONS AND OBTAIN PERMIT FOR ANY WORK WITHIN THE ROW.
2. INSTALL ROCK BERMS, SEDIMENT LOGS CONTROLS AND TREE PROTECTION FENCING PRIOR TO ANY CLEARING AND GRUBBING.
3. SCHEDULE PRECON MEETING WITH CITY OF MARBLE FALLS 830-798-3600.
4. INSTALL STABILIZED CONSTRUCTION EXIT AND SEDIMENT BASINS. CONTRACTOR SHALL INSTALL THE PROPOSED STORM SEWER PRIOR PROPOSED PONDS TO OUTFALL PRIOR TO ANY GRADING. ALL PONDS SHALL BE GRADED AND SEEDED TO FINAL GRADE WITH PERMANENT SEEDS AND TEMPORARY MULCH, EXPECT AREAS AND WORK WITH EXCEPTION OF THE TOP OF BANKS.
5. STRIP AND STOCKPILE ON-SITE TOPSOIL. STOCKPILE TOPSOIL FOR LATER USE.
6. ROUGH GRADE SITE AND INCORPORATE PER GRADING PLANS.
7. INSTALL WATER LINES AND APPURTENANCES.
8. INSTALL STORM SEWER LINES AND APPURTENANCES.
9. INSTALL TEMPORARY EROSION/SEDIMENTATION CONTROLS ON NEW STORM SEWER INLETS.
10. ENSURE THAT ALL UNDERGROUND UTILITY CROSSINGS ARE COMPLETED.
11. PAVE MANHOLE RISERS AND COVERS TO TOP OF PROPOSED PAVEMENT OR PROPOSED GRADE AS NEEDED.
12. SEDIMENT BASIN CAN BE REDUCED TO THE PHASE 1 CONFIGURE AFTER ALL CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED OR HAS BEEN DIVERTED TO ANOTHER PROPERLY SIZED BMP. IN ORDER TO TRANSITION FROM SEDIMENTATION BASIN TO CONSTRUCTION-CONTRACTOR SHALL BE RESPONSIBLE FOR ANY SEDIMENT REMOVAL NECESSARY TO RESTORE THE BASIN TO ITS ORIGINAL CONFIGURATION. CONTRACTOR SHALL NOT BE THE ENGINEER OF ANY DESIGN/REVISION ON THE PLANS.
13. COMPLETE RESTORATION OF SITE VEGETATION.
14. CONSTRUCT PERMANENT POND OUTLET(S).
15. CUT-UP HEAVY EQUIPMENT.
16. REMOVE AND DISPOSE OF TEMPORARY EROSION CONTROLS WHEN RESTORATION HAS BEEN ACCEPTED.
17. COMPLETE ANY NECESSARY FINAL DRESS UP OF AREAS DISTURBED.
18. OBTAIN CERTIFICATE OF ACCEPTANCE OF OCCUPANCY.

CAUTION!!

EXISTING UNDERGROUND UTILITIES IN THE AREA OF CONSTRUCTION HAVE BEEN SHOWN ACCORDING TO THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION. DURING CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

811 Know what's below. Call before you dig.

BENCHMARK LIST

TBM #200 - COTTON SPINDLE SET ON POWER POLE LOCATED 16.2'E FROM A DO NOT ENTER SIGN, ELEVATION 975.65 FEET (SEE SHEET C1.1)

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Revision / Date

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Project:

Kimley»Horn

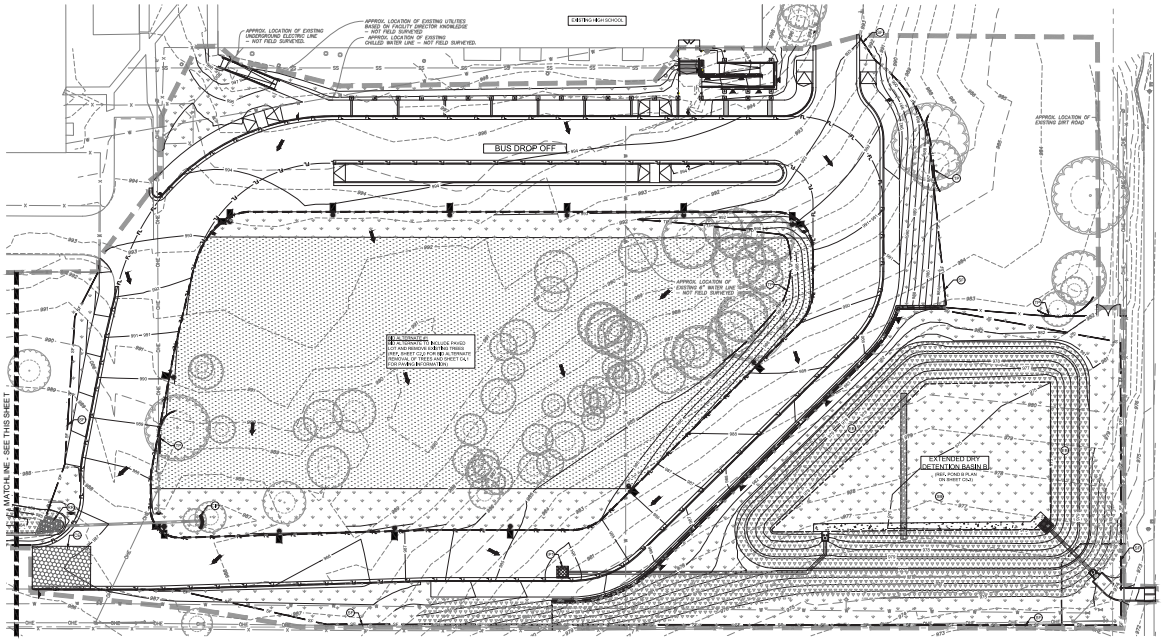
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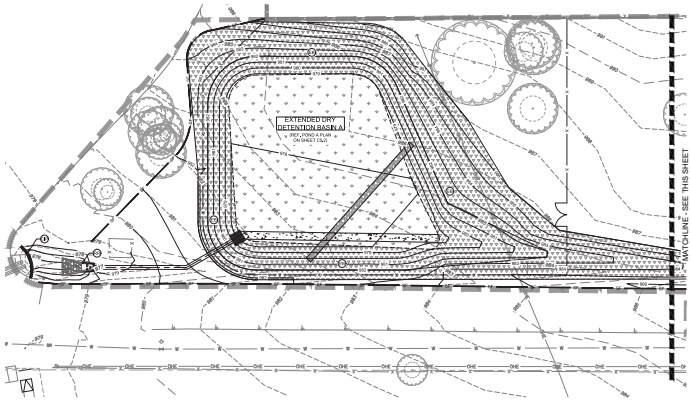
EROSION CONTROL PLAN - PHASE 1

PACKAGE 1B

Job No.	Sheet No.
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DCM	
Date:	
06/15/2018	

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GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

	CE	CONSTRUCTION ENTRANCE (REF. DETAIL, SHEET C3.2)
	EC	EROSION CONTROL BLANKET (REF. DETAIL, SHEET C3.2)
		PROPOSED LANDSCAPED AREA
	RR	PROPOSED RIP-RAP
		LIMITS OF DISTURBED AREA
505		EXISTING CONTOURS
505		PROPOSED CONTOURS
SF	SF	SILT FENCE (REF. DETAIL, SHEET C3.2)
TP	TP	TREE PROTECTION (REF. DETAIL, SHEET C3.2)
SL	SL	SEDIMENT LOG (REF. DETAIL, SHEET C3.3)
	IP	INLET PROTECTION (REF. DETAIL, SHEET C3.2)
	RS	RISER SKIMMER STRUCTURE (REF. DETAIL, SHEET C3.3)
	SO	STONE OVERFLOW (REF. DETAIL, SHEET C3.2)
	CP	CULVERT INLET PROTECTION (REF. DETAIL, SHEET C3.2)
	SB	SEDIMENT BASIN (REF. DETAIL, SHEET C3.3)
		FLOW DIRECTION

GENERAL NOTES:

1. AREAS CONFINED WITHIN THE PROPERTY BOUNDARIES WILL BE AREAS OF CONSTRUCTION DISTURBANCE. ALL SITE EXITS FROM THESE LIMITS SHALL BE STABILIZED BY VEGETATION OR STRUCTURE.
2. ALL CONSTRUCTION-RELATED VEHICLES MUST PARK INSIDE THE LIMITS OF CONSTRUCTION AND SERVED BY APPROPRIATE TEMPORARY CONTROLS, OR ON CITY-APPROVED SURFACES OUTSIDE THE LIMITS OF CONSTRUCTION.

SITE DATA

EXISTING IMPERVIOUS AREA	0.00 AC (16,410 SF)
PROPOSED IMPERVIOUS AREA	7.87 AC (341,931 SF)
TOTAL DISTURBED	12.42 AC (537,451 SF)

EXISTING ON-SITE SPORTS FIELDS TO REMAIN. CONTRACTOR TO UPDATE AS NECESSARY DURING CONSTRUCTION.

EROSION CONTROL SCHEDULE AND SEQUENCING

1. CALL THE TEXAS ONE CALL CENTER AT 1(800)344(8377) FOR UTILITY LOCATIONS AND OBTAIN PERMIT FOR ANY WORK WITHIN THE ROW(S).
2. INSTALL CONSTRUCTION ENTRANCE CONTROLS AND TREE PROTECTION FENCING PRIOR TO ANY CLEARING AND GRUBBING.
3. SCHEDULE PRECON MEETING WITH CITY OF MARBLE FALLS 830-798-7500.
4. INSTALL STABILIZED CONSTRUCTION EXIT AND SEDIMENT BASINS. CONTRACTOR SHALL INSTALL THE PROPOSED STORM SEWER FROM PROPOSED PONDS TO OUTFALLS PRIOR TO ANY OTHER SITE WORK. THE SEDIMENT BASINS SHALL BE CONVERTED TO THEIR PERMANENT DESIGN AND TEMPORARY BLOCKS REMOVED AND WORK WITH EXCEPTION OF THE TOP OF RISER.
5. CLEAR, GRUB AND STRIP TOPSOIL, STOCKPILE TOPSOIL FOR LATER USE.
6. ROUGH GRADE SITE AND INCIDENTALS PER GRADING PLAN.
7. INSTALL WATER LINES AND APPURTENANCES.
8. INSTALL STORM SEWER LINES AND APPURTENANCES.
9. INSTALL TEMPORARY EROSION/SEDIMENTATION CONTROLS ON NEW STORM SEWER INLETS.
10. UNLESS THAT ALL UNDERGROUND UTILITY CROSSINGS ARE COMPLETED.
11. SWEEP MANHOLE FRAMES AND COVERS TO TOP OF PROPOSED PAVEMENT OR PROPOSED GRADE AS NEEDED.
12. TEMPORARY BASIN CAN BE REDUCED TO THE PHASE 1 CONFIGURE AFTER ALL CONTRIBUTING DRAINAGE AREA HAS BEEN STABILIZED OR HAS BEEN DIVERTED TO ANOTHER PROPERLY SIZED BMP. IN ORDER TO TRANSITION FROM SEDIMENT BASIN TO PERMANENT DETENTION POND, CONTRACTOR SHALL REMOVE RISER AND DEWATER/EXCAVATE TO A DEPTH OF 6" BELOW FINAL POND GRADE AND MAKE TO FINAL GRADE WITH SATISFACTORY MATERIAL PER THE GEOTECH REPORT. WHEN TEMPORARY SKIMMER IS REMOVED FROM BASIN STRUCTURE, CONTRACTOR SHALL PERMANENTLY BLOCK THE OPENING WITH CONCRETE OR MASONRY BLOCK AND MORTAR TO PREVENT LEAKAGE.
13. CONSTRUCT PAVED AREAS, CURBS, BLANKS AND INSTALL INLET EROSION PROTECTION.
14. COMPLETE RESTORATION OF SITE VEGETATION.
15. CONTRACTOR PREPARES PROPOSED SWPPP PLANS.
16. CITY OF MARBLE FALLS REVIEWS SWPPP PLANS.
17. REMOVE AND DISPOSE OF TEMPORARY EROSION CONTROLS WHEN RESTORATION HAS BEEN ACCEPTED.
18. COMPLETE ANY NECESSARY FINAL DRESS UP OF AREAS DISTURBED.
19. OBTAIN CONTRACTOR'S NOTICE OF ACCEPTANCE OR DISCONTINUITY.

CAUTION!!

EXISTING UNDERGROUND UTILITIES IN THE AREA OF CONSTRUCTION HAVE BEEN SHOWN ACCORDING TO THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION. PRIOR TO ANY CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

811
Know what's below.
Call before you dig.

BENCHMARK LIST

TBM #200 - COTTON SPINDLE SET ON POWER POLE LOCATED 16.2E FROM A DO NOT ENTER SIGN, ELEVATION 975.55 FEET (SEE SHEET C1.1)

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Revision / Date

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Project:

Kimley»Horn

Huckabee

EROSION CONTROL PLAN - PHASE 2

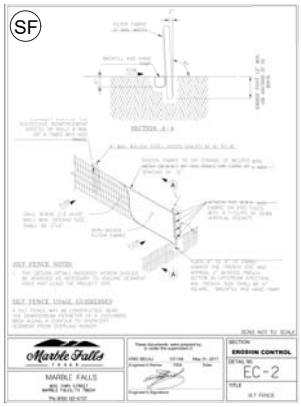
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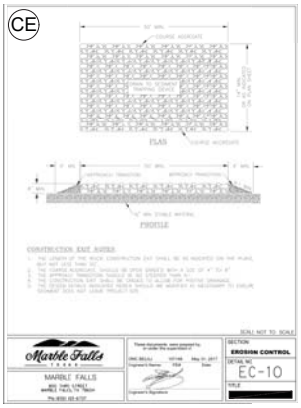
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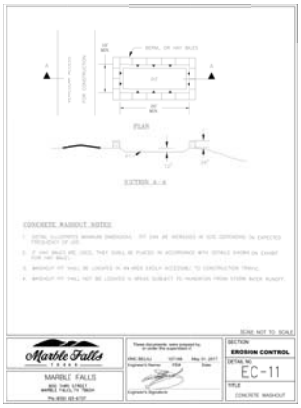
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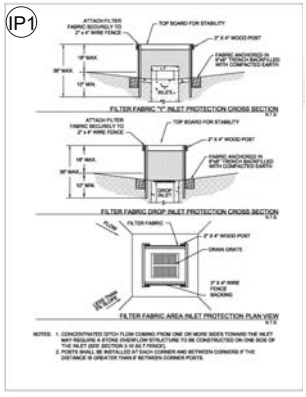
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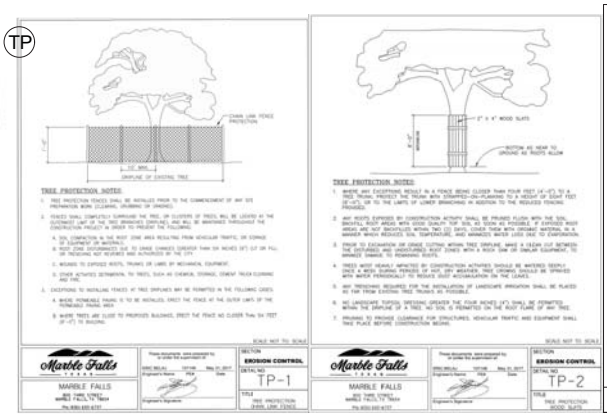


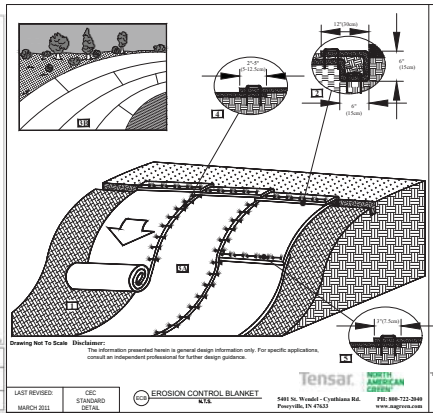


IP1



TP





SLOPE INSTALLATION DETAIL.

1. Prepare soil before installing rolled erosion control products (RECPs), including any necessary application of lime, fertilizer, and seed.
2. Begin at the top of the slope by anchoring the RECPs in a 6"(15cm) deep X 6"(15cm) wide trench with approximately 12" (30cm) of RECPs extended beyond the up-slope portion of the trench. Anchor the RECPs with a row of staples/stakes approximately 12" (30cm) apart in the bottom of the trench. Backfill and compact the trench after stapling. Apply seed to the compacted soil and fold the remaining 12"(30cm) portion of RECPs back over the seed and compacted soil. Secure RECPs over compacted soil with a row of staples/stakes spaced approximately 12"(30cm) apart across the width of the RECPs.
3. Roll the RECPs (A) down or (B) horizontally across the slope. RECPs will unroll with appropriate side against the soil surface. All RECPs must be securely fastened to soil surface by placing staples/stakes in appropriate locations as shown in the staple pattern guide.
4. The edges of parallel RECPs must be stapled with approximately 2" - 3" (5-12.5cm) overlap depending on the RECP's type.
5. Consecutive RECPs spliced down the slope must be end over end (Shingle style) with an approximate 3"(7.5cm) overlap. Staple through overlapped area, approximately 12"(30cm) apart across entire RECP's width.

*NOTE:
In loose soil conditions, the use of staple or stake lengths greater than 8"(15cm) may be necessary to properly secure the RECP's.

Drawing Not To Scale Disclaimer:
The information presented herein is general design information only. For specific applications, consult an independent professional for further design guidance.

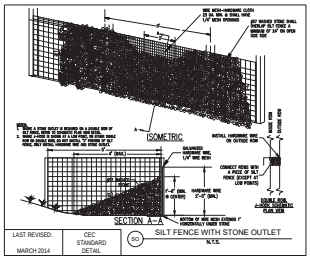
EROSION CONTROL BLANKET
N.T.S.

5401 St. Wendel - Cynthiana Rd.
Poseyville, IN 47633

PH: 800-722-2040
www.nagreen.com

LAST REVISED: MARCH 2011

CEC STANDARD DETAIL



SILT FENCE WITH STONE OUTLET
N.T.S.

LAST REVISED: MARCH 2014

CEC STANDARD DETAIL

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
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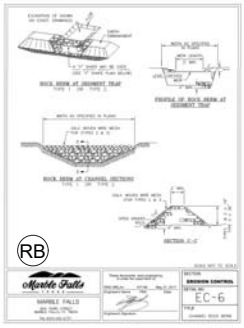
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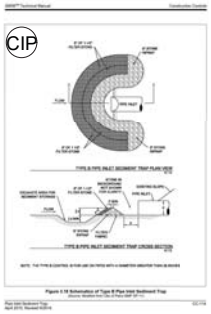
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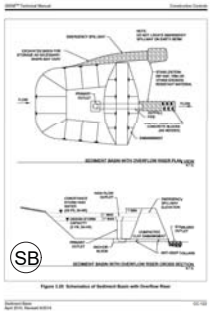
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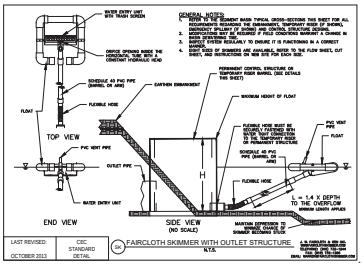
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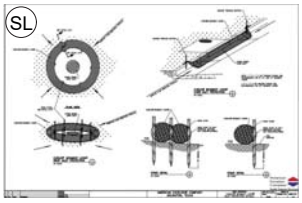


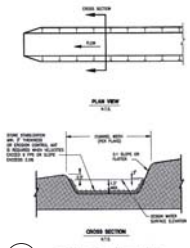












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MARBLE FALLS HIGH SCHOOL
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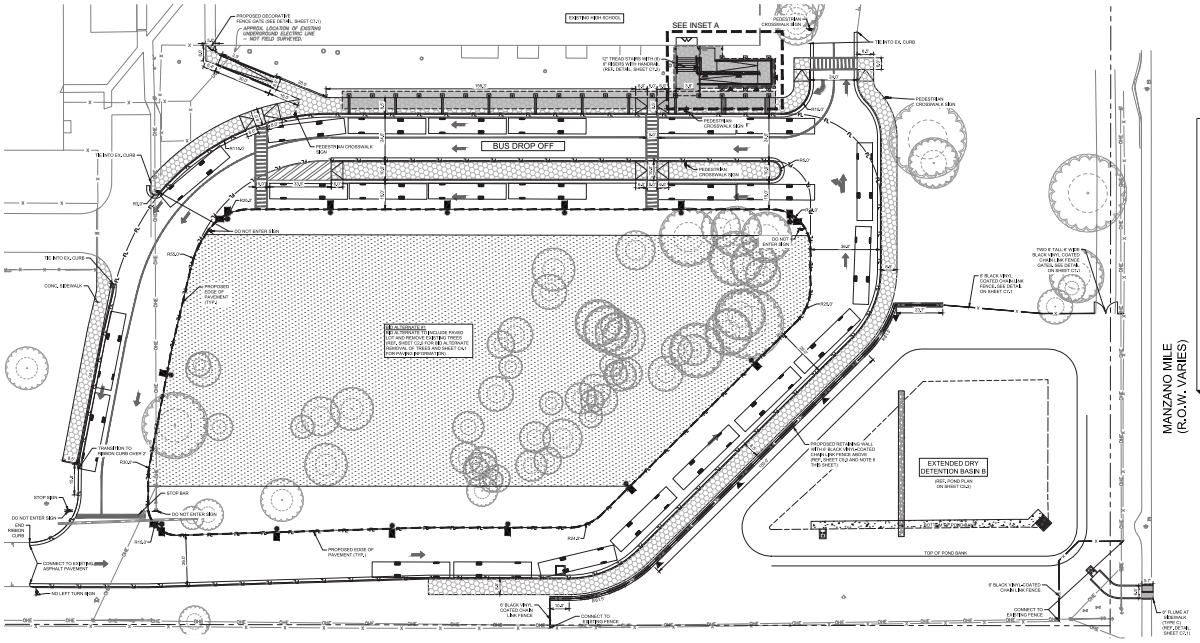
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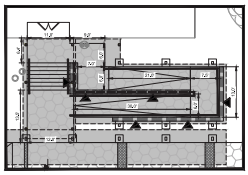
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EROSION CONTROL DETAILS - (SHEET 2 OF 2)
PACKAGE 1B

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Date: 06/15/2016	

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INSET A
SCALE: 1" = 10'

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

- PROPERTY LINE
- PROPOSED FIRE LANE
- PROPOSED CHAIN LINK FENCE
- PROPOSED PRIVATE SIDEWALK
- PROPOSED CANOPY (REFER TO ARCH STRUCTURAL PLANS)
- BENCHMARK
- PROPOSED BARRIER FREE RAMP
- PROPOSED LIGHT POLE
- PROPOSED SIGN
- PROPOSED FIRE HYDRANT
- EXISTING OVERHEAD ELECTRIC LINE
- EXISTING ASPHALT ROAD
- EXISTING SIDEWALK
- EXISTING TREE (DASHED LINE DENOTES ROOT PROTECTION ZONE)
- EXISTING SIGN
- EXISTING FIRE HYDRANT
- EXISTING WATER VALVE
- EXISTING WATER METER
- EXISTING IRRIGATION VALVE
- EXISTING POWER POLE
- EXISTING LIGHT POLE
- EXISTING ELECTRIC PEDESTAL
- EXISTING ELECTRIC METER
- EXISTING ELECTRIC GUY ANCHOR

GENERAL NOTES

1. PAVEMENT DIMENSIONS AND RADII ARE TO FACE OF CURB, UNLESS OTHERWISE NOTED.
2. RADII SHOWN ARE 3' OR 10' UNLESS OTHERWISE NOTED.
3. REFER TO MEP PLANS FOR SITE LIGHTING ELECTRICAL PLAN.
4. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.
5. BOUNDARY AND TOPOGRAPHY INFORMATION WAS PROVIDED BY KIMLEY-HORN AND ASSOCIATES, A PROFESSIONAL REGISTERED LAND SURVEYOR, ON 09/7/2018.
6. RETAINING WALL DESIGN BY OTHERS SHALL TAKE INTO CONSIDERATION THE SURCHARGE LOADING FROM ADJACENT ROADWAY, PARKING, SIDEWALKS, FENCING AND PARKING. CONTRACTOR SHALL PROVIDE CONSTRUCTION PLANS, INCLUDING STRUCTURAL DESIGN AND HANDRAIL, FOR THE RETAINING WALL IN CONFORMANCE WITH CITY STANDARDS. CONTRACTOR SHALL SUBMIT THE PLANS FOR OWNER, ARCHITECT, AND ENGINEER REVIEW AND CONTRACTOR SHALL ADDRESS COMMENTS. THE FOLLOWING USED IN RETAINING WALLS SHOULD ADHERE TO THE FOLLOWING CRITERIA:
   - 6.1 CHOP STONE TO PRODUCE CLEAN, SOUND FACES. EXCLUDE STONE CONTAINING SEAMS OR OTHER DEFECTIVE FACES.
   - 6.2 CLEAN STONE PRIOR TO ERECTION. DO NOT USE WIRE BRUSHES OR IMPLEMENTS THAT MARK OR DAMAGE EXPOSED SURFACES.
   - 6.3 CLEAN MARK SURFACES OF RUST STAINS AND IRON PARTICLES.
   - 6.4 CONTRACTOR TO SELECT SOUND FACES AND REMOVE SLUSHY REGRUD FROM BACK OF WALL. WASHING OF WALL WITH WATER IS NOT TO SLUSHY REGRUD OR WEAK VENEER WILL NOT BE ACCEPTABLE

BENCHMARK LIST

TBM #200 COTTON SPINDLE SET ON POWER POLE LOCATED 16±22' FROM A DO NOT ENTER SIGN, ELEVATION 3715.55 FEET (SEE SHEET C1.1)

Know what's below. Call before you dig.

CAUTION!
EXISTING UNDERGROUND UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE AND EXTENT OF ALL UTILITIES AND FOR PROTECTING ANY EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

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Revision / Date

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Project:

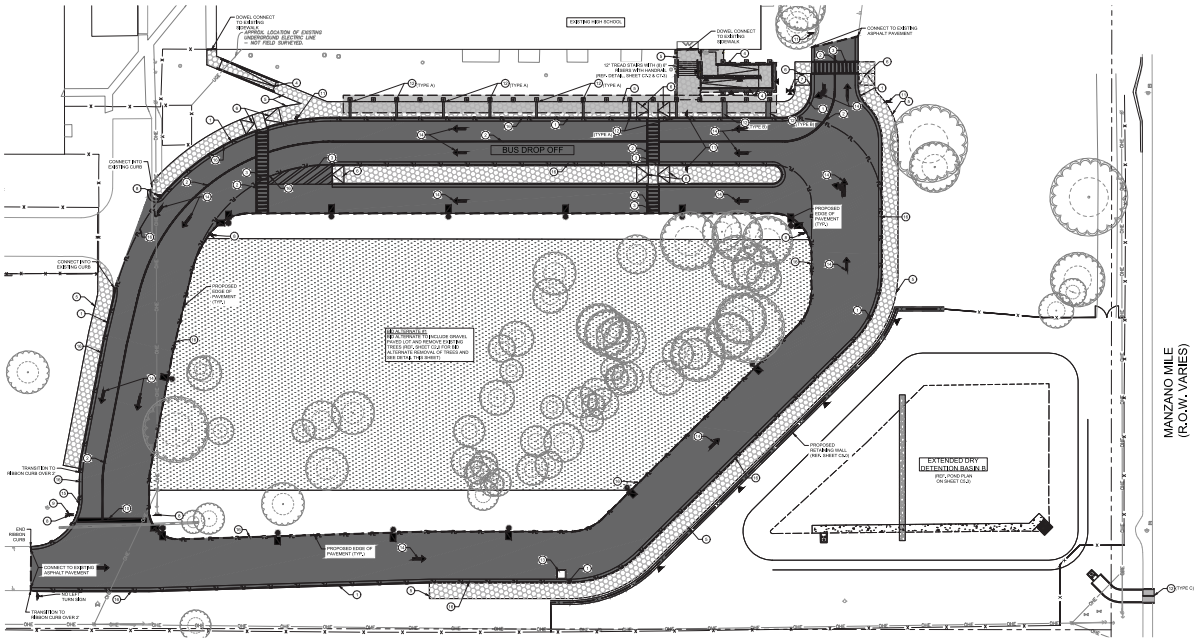
Kimley»Horn

Huckabee

DIMENSION CONTROL PLAN
PACKAGE 1B

Job No.	Sheet No.
017042-01	C4.0
Drawn By: SDM	
Date: 09/16/2019	

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GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

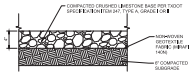
1	PROPOSED 6" CONCRETE CURB (REF. DETAIL, SHEET C7.1)
2	4" PAINTED STRIPE (TYP.)
3	PEDESTRIAN CROSSWALK MARKING (REF. DETAIL, SHEET C7.1)
4	PROPOSED RAMP WITH HANDRAILS (REF. DETAIL, SHEET C7.3)
5	CONSTRUCT CONCRETE SIDEWALK (REF. DETAIL, SHEET C7.1)
6	PROPOSED BARRIER FREE RAMP (REF. DETAIL, SHEET C7.1)
7	CONSTRUCT FIRE HYDRANT (REF. DETAIL, SHEET C7.3)
8	"DO NOT ENTER" SIGN (REF. DETAIL, SHEET C7.1)
9	"STOP" SIGN (REF. DETAIL, SHEET C7.1)
10	STOP BAR (REF. DETAIL, SHEET C7.1)
11	PEDESTRIAN CROSSING SIGN (REF. DETAIL, SHEET C7.1)
12	PROPOSED CONCRETE FILLING AT SIDEWALK (REF. DETAIL, SHEET C7.1)
13	GRATE INLET (REF. DETAIL, SHEET C7.4)
14	PROPOSED DIRECTIONAL ARROW STRIPING. CONTRACTOR TO PROVIDE SHOP DRAWING OF PAVEMENT MARKINGS FOR APPROVAL PRIOR TO INSTALLATION
15	PROPOSED RIBBON CURB (REF. DETAIL, SHEET C7.1)
16	FIRE LANE STRIPING (REF. DETAIL, SHEET C7.2)
	PROPOSED CANOPY (REF. ARCH STRUCTURAL PLANS)
	HEAVY DUTY ASPHALT PAVEMENT
	PROPOSED CONCRETE SIDEWALK
	PROPOSED GRAVEL (BID ALTERNATE #1)
	PROPOSED RETAINING WALL (TRIANGLE INDICATES FACE OF WALL)

NOTES:

1. REFERENCE GEOTECHNICAL REPORT FOR ADDITIONAL PAVING AND SOIL PREPARATION NOTES.
2. REFERENCE MEP PLANS FOR CONDUIT SIZES AND LOCATIONS UNLESS OTHERWISE NOTED ON THIS SHEET.
3. EXISTING MANHOLE TOPS, VALVE BOXES, ETC. ARE TO BE ADJUSTED AS REQUIRED TO MEET PROPOSED GRADES. ALL ADJUSTMENTS TO BE COMPLETED AND PERFORMED UPON COMPLETION OF PAVING AND FINE GRADING TO ENSURE A SMOOTH TRANSITION.
4. REFERENCE DIMENSION CONTROL PLAN FOR CURB RADII AND LAYOUT INFORMATION.
5. ALL SIDEWALK IS REQUIRED TO BE DOWELED INTO ADJACENT CURB AND ENTRIES.



HEAVY DUTY ASPHALT SECTION
N.T.S.



GRAVEL PAVING SECTION
N.T.S.

GEOTECHNICAL ENGINEERING STUDY
KIRBA SOUTHER
PROJECT NO. 064T8-017-00
DATED
MAY 20, 2016

BENCHMARK LIST
TBM #200 COTTON SPINDLE SET ON POWER POLE LOCATED 16'±22' FROM A DO NOT ENTER SIGN, ELEVATION 1911.55 FEET (SEE SHEET C1.1)

Know what's below. Call before you dig.

CAUTION!
EXISTING UNDERGROUND UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE AND EXTENT LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

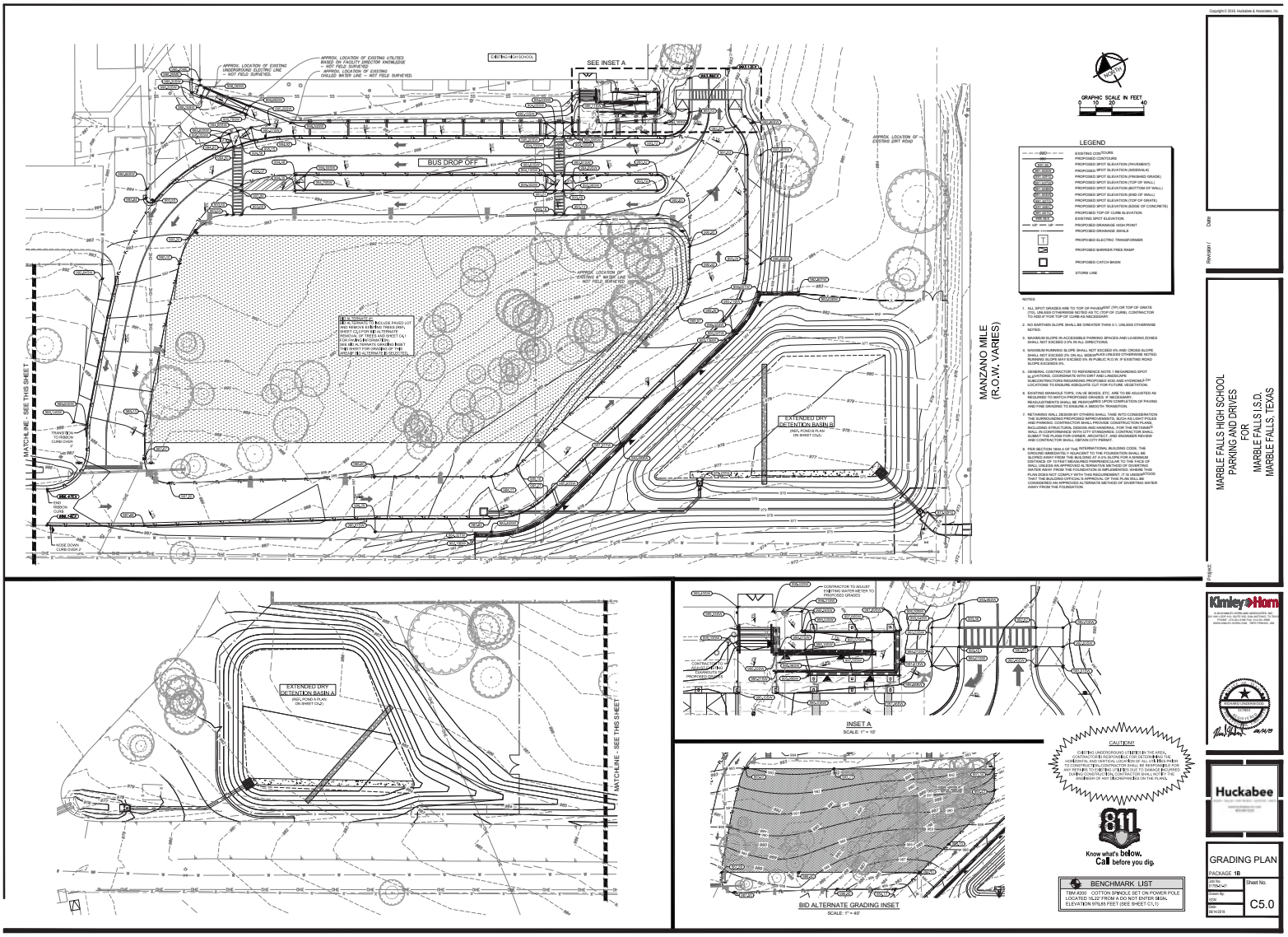
Kimley»Horn

Huckabee

PAVING PLAN
PACKAGE 1B

Job No. 015042-01	Sheet No. C4.1
Drawn By: SCM	
Date: 05/16/2016	

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NOTES:

1. ALL SPOT GRADES ARE TO TOP OF PAVEMENT (TP) OR TOP OF GRATE (TG), UNLESS OTHERWISE NOTED AS TC (TOP OF CURB). CONTRACTOR TO ADD 6" FOR TOP OF CURB AS NECESSARY.
2. NO EARTHEN SLOPE SHALL BE GREATER THEN 3:1, UNLESS OTHERWISE NOTED.
3. MAXIMUM SLOPE IN ACCESSIBLE PARKING SPACES AND LOADING ZONES SHALL NOT EXCEED 2.0% IN ALL DIRECTIONS.
4. MAXIMUM RUNNING SLOPE SHALL NOT EXCEED 5% AND CROSS SLOPE SHALL NOT EXCEED 2% ON ALL SIDEWALKS UNLESS OTHERWISE NOTED. RUNNING SLOPE SHALL NOT EXCEED 5% IN PUBLIC R.O.W. IF EXISTING ROAD SLOPE EXCEEDS 5%.
5. GENERAL CONTRACTOR TO REFERENCE NOTE 1 REGARDING SPOT ELEVATIONS, COORDINATE WITH DRY AND LANDSCAPE SUBCONTRACTORS REGARDING PROPOSED ECD AND HYDROMULCH LOCATIONS TO ENSURE ADEQUATE CUT FOR FUTURE VEGETATION.
6. EXISTING MANHOLE TOPS, VALVE BOXES, ETC. ARE TO BE ADJUSTED AS REQUIRED TO MATCH PROPOSED GRADES. IF NECESSARY, READJUSTMENTS SHALL BE PERFORMED UPON COMPLETION OF PAVING AND FINE GRADING TO ENSURE A SMOOTH TRANSITION.
7. RETAINING WALL DESIGN BY OTHERS SHALL TAKE INTO CONSIDERATION THE SURROUNDING PROPOSED IMPROVEMENTS, SUCH AS LIGHT POLES AND TRAFFIC SIGNAL POLES. RETAINING WALL DESIGN SHALL INCLUDE ALL ASSOCIATED STRUCTURAL DESIGN AND HANDRAIL FOR THE RETAINING WALL IN CONFORMANCE WITH CITY STANDARDS. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO CITY AND ENGINEER FOR ENGINEER REVIEW AND CONTRACTOR SHALL OBTAIN CITY PERMIT.
8. PER SECTION 1804.4 OF THE INTERNATIONAL BUILDING CODE, THE GROUND IMMEDIATELY ADJACENT TO THE FOUNDATION SHALL BE SLOPED AWAY FROM THE BUILDING AT A SLOPE OF NOT LESS THAN ONE UNIT IN A DISTANCE OF 10 FEET MEASURED PERPENDICULAR TO THE FACE OF WALL UNLESS AN APPROVED ALTERNATIVE METHOD OF DIVERTING WATER AWAY FROM THE FOUNDATION IS PROVIDED. IF THIS GRADING PLAN DOES NOT COMPLY WITH THIS REQUIREMENT, IT IS UNDERSTOOD THAT THE BUILDING OFFICIAL'S APPROVAL OF THIS PLAN WILL BE CONSIDERED AN APPROVED ALTERNATE METHOD OF DIVERTING WATER AWAY FROM THE FOUNDATION

INSET A
SCALE: 1" = 10'

BID ALTERNATE GRADING INSET
SCALE: 1" = 40'

CAUTION!
CROSS UNDERGROUND UTILITIES MAY EXIST WITHIN THE PROJECT AREA. CONTRACTOR SHALL VERIFY THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION. ANY DAMAGE DURING CONSTRUCTION SHALL NOT BE THE ENGINEER OF RECORD'S RESPONSIBILITY.

811
Know what's below.
Call before you dig.

BENCHMARK LIST
TBM #200 - COTTON SPINDLE SET ON POWER POLE LOCATED 19.2'E FROM A DO NOT ENTER SIGN, ELEVATION 976.65 FEET (SEE SHEET C1.1)

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Revision / Date

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Project

Kimley»Horn

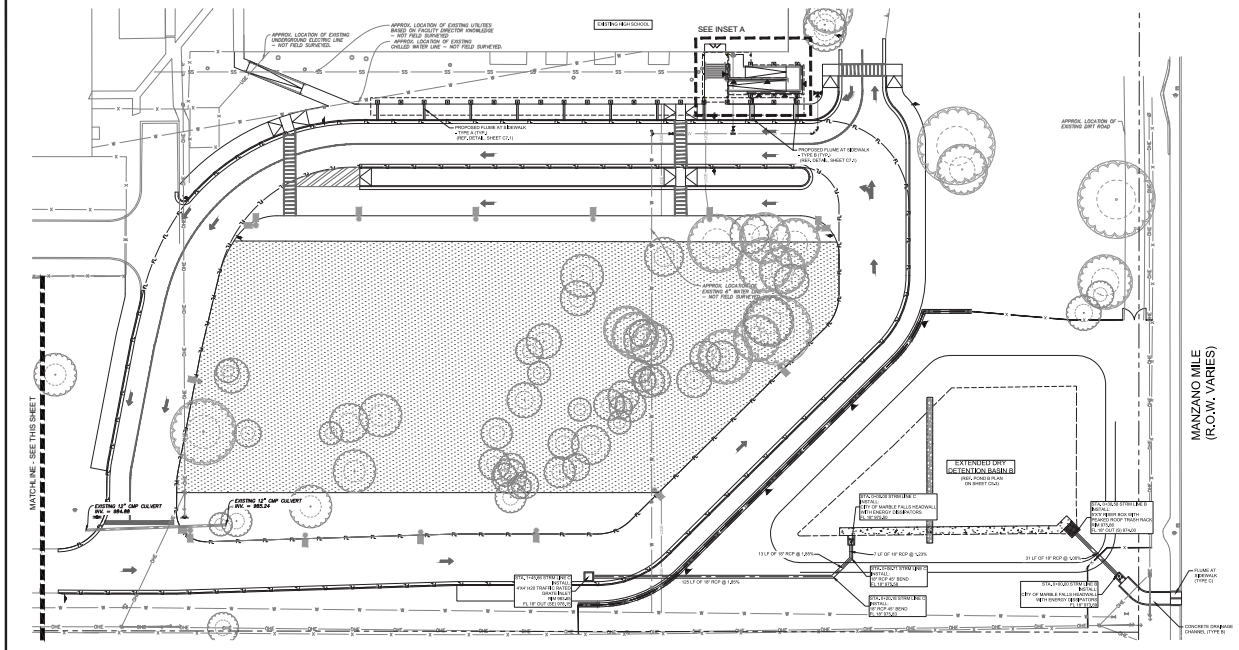
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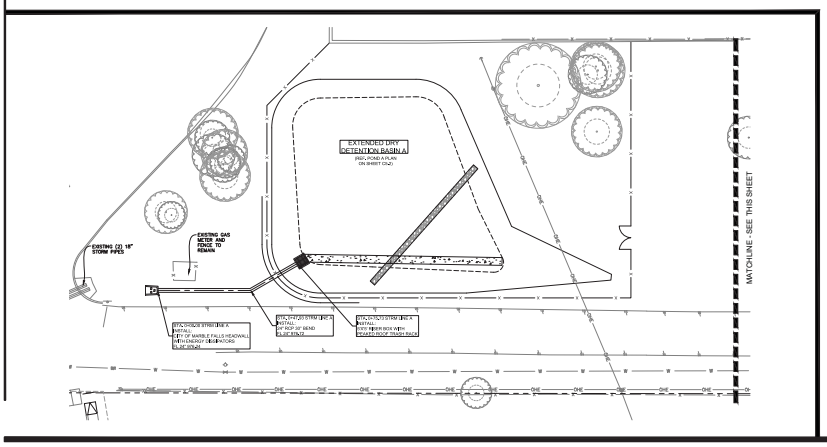
GRADING PLAN

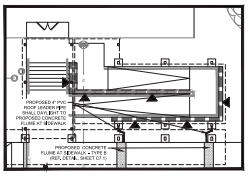
PACKAGE 1B

Job No.	Sheet No.
015042401	C5.0
Drawn By:	
DCM	
Date:	
06/15/2018	

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INSET A
SCALE: 1" = 10'

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

888	EXISTING CONTOURS
888	PROPOSED CONTOURS
	EXISTING WATER VALVE
	EXISTING POWER/UTILITY POLE
	EXISTING FIRE HYDRANT
OHE	EXISTING OVERHEAD ELECTRIC LINE
W	EXISTING WATER LINE
SS	EXISTING SANITARY SEWER LINE
UGE	EXISTING UNDERGROUND UTILITY LINE
	DIRECTION OF INTENDED FLOW
	PROPOSED BARRIER FREE RAMP
	PROPOSED STORM CURB INLET
	PROPOSED CATCH BASIN
	PROPOSED STORM LINE 12" OR LARGER
	PROPOSED STORM LINE LESS THAN 12"
	EXISTING STORM LINE 12" OR LARGER

NOTES:
1. EXISTING MANHOLE TOPS, VALVE BOXES, ETC. ARE TO BE ADJUSTED AS REQUIRED TO MATCH PROPOSED GRADES. IF NECESSARY, READJUSTMENTS SHALL BE PERFORMED UPON CONSTRUCTION OF PAVING AND FINE GRADING TO ENSURE A SMOOTH TRANSITION.
2. REFERENCE SHEET C7.3 AND C7.4 FOR DETAILS.

CAUTION!
EXISTING UNDERGROUND UTILITIES IN THE AREA OF CONSTRUCTION HAVE BEEN SHOWN ACCORDING TO THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DURING CONSTRUCTION. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

811
Know what's below.
Call before you dig.

BENCHMARK LIST
TBM #200 - COTTON SPINDLE SET ON POWER POLE LOCATED 16.2'SE FROM A DO NOT ENTER SIGN, ELEVATION 976.66 FEET (SEE SHEET C1.1)

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

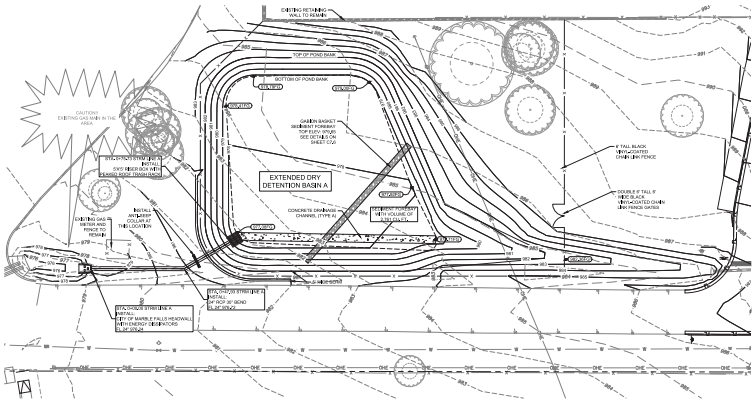
Kimley»Horn
Huckabee

STORM DRAINAGE PLAN
PACKAGE 1B

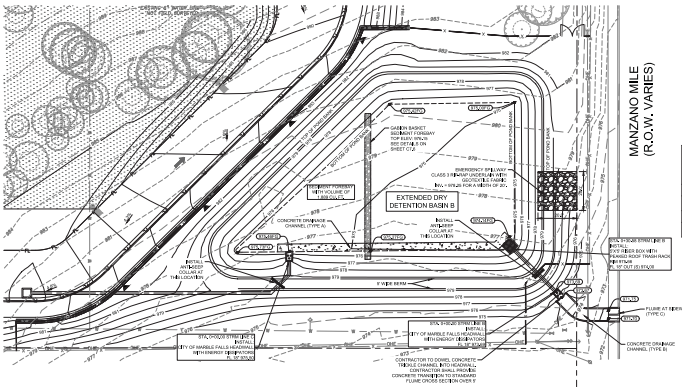
Job No. 015042-20	Sheet No. C5.1
Drawn By: SDM	
Date: 06/16/2016	

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EXISTING RETAINING WALL TO REMAIN
TOP OF POND BANK
BOTTOM OF POND BANK
EL 979.00
EL 979.00
ROCK RIP-RAP
GABION BASKET SEDIMENT FOREBAY TOP ELEV= 979.00 SEE DETAILS ON SHEET C5.2
EXTENDED DRY DETENTION BASIN A
6' TALL BLACK VINYL-COATED CHAIN LINK FENCE
DOUBLE 6' TALL 9' WIDE BLACK VINYL-COATED CHAIN LINK FENCE GATES
CONCRETE DRAINAGE CHANNEL (TYPE A)
EL 981.00
EL 980.00
EL 980.00
EL 980

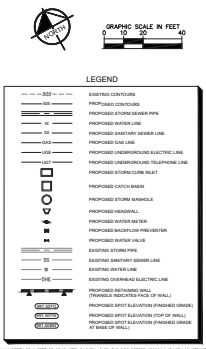
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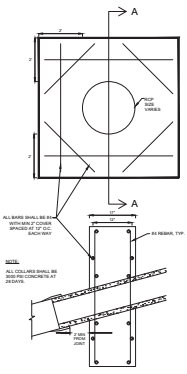


STAGE-STORAGE		
STAGE (FT)	STORAGE (CF)	DISCHARGE (CFS)
974.00	0	0.00
975.00	2032	0.10
976.00	8554	0.14
977.00	18337	3.54
978.00	29718	11.25
979.00	42659	51.25

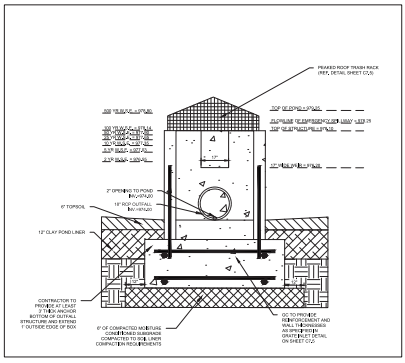
DETENTION / OUTFALL STRUCTURE SUMMARY

STORM EVENT	2-YEAR	5-YEAR	10-YEAR	25-YEAR	50-YEAR	100-YEAR	500-YEAR
WATER SURFACE ELEVATION (FT)	976.55	977.03	977.35	977.65	977.90	978.14	978.80
STORAGE (CF)	13,927	18,678	22,335	25,698	28,574	31,578	40,184
POND DISCHARGE (CFS)	1.13	3.73	5.99	8.37	10.52	12.50	38.05

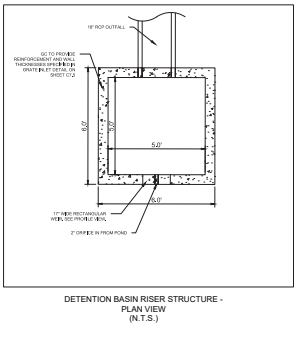




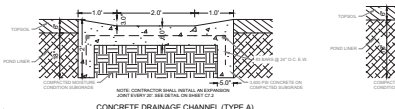
ANTI-SEEP COLLAR
N.T.S.



DETENTION BASIN RISER STRUCTURE -
SECTION VIEW FRONT
(N.T.S.)

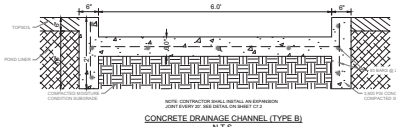


DETENTION BASIN RISER STRUCTURE -
PLAN VIEW
(N.T.S.)



NOTE: CONTRACTOR SHALL INSTALL AN EXPANSION JOINT EVERY 20' SEE DETAIL ON SHEET C7.2

CONCRETE DRAINAGE CHANNEL (TYPE A)
N.T.S.



NOTE: CONTRACTOR SHALL INSTALL AN EXPANSION JOINT EVERY 20' SEE DETAIL ON SHEET C7.2

CONCRETE DRAINAGE CHANNEL (TYPE B)
N.T.S.

CAUTION!
EXISTING UNDERGROUND UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE AND EXTENT OF ALL UTILITIES PRIOR TO EXCAVATING AND SHALL NOTIFY ALL UTILITY COMPANIES OF ANY PENDING EXCAVATION. IF ANY UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

POND, EMBANKMENT AND CLAY LINER REQUIREMENTS

THE FOLLOWING EMBANKMENT AND CLAY LINER SPECIFICATIONS APPLY TO ALL BMPS, TEMPORARY OR PERMANENT, WITH EMBANKMENTS THAT ARE DESIGNED TO HOLD WATER, EVEN IF THE EMBANKMENT IS DESIGNED TO HOLD WATER ONLY DURING A STORM EVENT.

PERMANENT PONDS AND TEMPORARY SEDIMENT BASINS MAY ATTRACT CHILDREN AND CAN BE DANGEROUS. AVOID STEEP SIDE SLOPES, INSTALL PROTECTION FENCE AND MARK BASINS WITH WARNING SIGNS IF TRESPASSING IS LIKELY. FOLLOW ALL STATE AND LOCAL REQUIREMENTS.

EMBANKMENT FILL AND CUT/FOUNDATION MATERIALS

THE FOLLOWING PARAMETERS APPLY TO MATERIALS USED TO CONSTRUCT EMBANKMENTS:

1. BORROW MATERIAL SHALL BE CLASSIFIED AS SC, MH, CL OR CH SOILS ACCORDING TO THE UNIFIED SOIL CLASSIFICATION SYSTEM (ASTM D2487) OR ANY MIXTURE OF THESE SOILS.
2. BORROW MATERIALS SHALL HAVE A LIQUID LIMIT (LL) BETWEEN 40 AND 60 AND A PLASTICITY INDEX (PI) BETWEEN 15 AND 35 (ASTM D4318).
3. MATERIALS SHALL BE FREE OF TOPSOIL, ORGANIC MATERIAL, ROOTS, STUMPS, BRUSH, WOODY VEGETATION, ROCKS LARGER THAN 3 INCHES, SUBSOIL, DEBRIS, VEGETATION, AND OTHER FOREIGN MATTER.
4. ALL MATERIAL CLODS WILL BE BROKEN DOWN WITH TILLERS AND/OR DISCS TO PROVIDE A HOMOGENEOUS SOIL THAT IS FREE OF CLAY CLODS GREATER THAN 3 INCHES IN DIAMETER.
5. OWNER'S CONSTRUCTION TESTING LABORATORY (CTL) SHALL TAKE SAMPLES FOR TESTING PRIOR TO CONSTRUCTION OF THE EMBANKMENTS.

EMBANKMENT (TEMPORARY OR PERMANENT) AND CLAY LINER CONSTRUCTION

THE FOLLOWING SHALL APPLY TO CONSTRUCTION OF AN EMBANKMENT:

A. SUBGRADE PREPARATION.
1. AREA UNDER EMBANKMENTS AND PONDS SHALL BE UNDERCUT, CLEARED, GRUBBED AND STRIPPED OF ANY UNSATISFACTORY MATERIAL, VEGETATION, OR ROOT MAT TO A DEPTH OF AT LEAST 1 FOOT, UNLESS OTHERWISE DIRECTED BY OWNER'S CTL TO UNDERCUT FURTHER TO REACH REGIONAL MATERIAL. DELAY CLEARING THE POOL AREA UNTIL THE EMBANKMENT IS COMPLETE AND THEN REMOVE BRUSH, WEEDS, AND OTHER OBJECTIONABLE MATERIALS TO FACILITATE SEDIMENT CLEANOUT.
2. COMPACT SUBGRADE TO DENSITY REQUIREMENTS FOR SUBSEQUENT FILL MATERIALS.
3. CUT OUT SOFT AREAS OF SUBGRADE NOT CAPABLE OF COMPACTION IN PLACE.
4. SCARIFY SUBGRADE SURFACE TO DEPTH OF 6 INCHES.
5. PROOF ROLL SUBGRADE TO IDENTIFY SOFT SPOTS. FILL AND COMPACT TO DENSITY EQUAL TO OR GREATER THAN REQUIREMENTS FOR SUBSEQUENT FILL MATERIAL.
6. STOCKPILE ALL TOPSOIL OR SOIL CONTAINING ORGANIC MATTER FOR USE ON THE OVER SHELL OF THE EMBANKMENT TO FACILITATE VEGETATIVE ESTABLISHMENT.
7. HAUL OBJECTIONABLE MATERIAL TO A DESIGNATED DISPOSAL AREA.
8. AT A MINIMUM, PLACE TEMPORARY SEDIMENT CONTROL MEASURES BELOW THE BASIN AS SHOWN ON THE PLANS OR AS NEEDED BASED ON FIELD CONDITIONS.
9. DURING THE INITIAL CONSTRUCTION, CONSTRUCT EMBANKMENTS SO THAT THE DISTURBED AREA IS MINIMIZED. DIVERT SURFACE WATER AWAY FROM BARE AREAS. COMPLETE THE EMBANKMENT BEFORE THE UPSTREAM AREA IS CLEARED. STABILIZE THE EMERGENCY SPILLWAY EMBANKMENT AND ALL OTHER DISTURBED AREAS ABOVE AND/OR THE CREST OF THE PRINCIPAL SPILLWAY IMMEDIATELY AFTER CONSTRUCTION.

B. SEEPAGE KEY PLACEMENT (IN CUT-OFF TRENCH)
1. SEEPAGE KEY TRENCH WILL BE LOCATED BETWEEN EMBANKMENT ABUTMENTS AND EXTEND UP INTO BOTH ABUTMENTS TO AT LEAST THE ELEVATION OF THE TOP OF BANK FOR PERMANENT PONDS OR THE TOP OF THE RISER CREST FOR EROSION CONTROL SEDIMENT BASINS.
2. SEEPAGE KEY SHALL EXTEND TO A MINIMUM DEPTH OF 4 FEET OR AT LEAST 2 FEET INTO STABLE REGIONAL SOIL, WHICHEVER IS GREATER. A MINIMUM BOTTOM TRENCH WIDTH SHALL BE 10 FEET AND THE TRENCH SIDEWALLS SHALL BE SLOPED OR BENCHED TO PROMOTE STABILITY AND BONDING BETWEEN THE SIDEWALL SOILS AND SEEPAGE KEY FILL, BUT AT NO TIME GREATER THAN 1:1.
3. MATERIAL AND COMPACTION REQUIREMENTS SHALL BE THE SAME AS THOSE FOR THE EMBANKMENT. THE TRENCH SHALL BE MAINTAINED IN A DRY CONDITION DURING BACKFILL AND COMPACTION OPERATIONS.

C. EMBANKMENT FILL AND CLAY LINER PLACEMENT
1. EMBANKMENT FILL SHALL BE CONSTRUCTED AT 4(H):1(V) OR AS SHOWN ON THE DRAWINGS.
2. TAKE FILL MATERIAL FROM THE APPROVED AREAS SHOWN ON THE PLANS OR IMPORT FROM ANOTHER LOCATION TO OBTAIN SATISFACTORY MATERIAL AS OUTLINED ABOVE.
3. FILL SOILS SHALL BE PLACED IN LOOSE LIFTS NOT TO EXCEED 8 INCHES IN THICKNESS.
4. COMPACTED MOISTURE CONTENT SHALL BE BETWEEN 1 TO 2 PERCENT WET OF THE OPTIMUM MOISTURE CONTENT FOR ALL FILL PLACED.
5. MINIMUM COMPACTION SHALL BE A MIN PERCENT OF THE SOILS STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY OR AS SPECIFIED ON THE DRAWINGS.
6. AT COMPACTION, FILL SOILS SHALL HAVE A PERMEABILITY RATE OF NO MORE THAN 1x10-6 CM/S.
7. FILL SOILS SHOULD BE PLACED IN CONTINUOUS, HORIZONTAL LAYERS FROM ABUTMENT TO ABUTMENT. EXISTING SLOPES GREATER THAN 4(H):1(V) SHALL BE BENCHED TO PROMOTE BONDING OF NEWLY PLACED FILL WITH EXISTING SOILS. BENCHING SHALL BE PERFORMED AT MINIMUM OF 2 FEET VERTICAL INTERVALS AND SHALL EXTEND A MINIMUM OF 4 FEET HORIZONTALLY OR AS SPECIFIED ON DRAWINGS.
8. WITHIN THE UPPER 12 INCHES OF EMBANKMENT, FILL SOILS SHOULD BE COMPACTED TO 100% OF ITS STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY.
9. CONSTRUCT THE EMBANKMENT TO AN ELEVATION TO PERCENT HIGHER THAN THE DESIGN HEIGHT TO ALLOW FOR SETTLING.
10. IN ORDER TO ACHIEVE THE REQUIRED DEGREE OF COMPACTION NEAR THE FACES OF FILL SLOPES, THE FILL SLOPES SHALL BE OVERBUILT AND CUT BACK TO THE DESIGN SLOPES, WHICH TYPICAL DEPTH.
11. FILL AGAINST SUPPORTED STRUCTURES. DO NOT FILL AGAINST UNSUPPORTED STRUCTURES.
12. PLACE FILL SIMULTANEOUSLY ON EACH SIDE OF UNSUPPORTED STRUCTURES UNTIL SUPPORTS ARE IN PLACE.
13. PLACE A MINIMUM OF FOUR INCHES OF TOPSOIL ACROSS THE EMBANKMENT TO PROMOTE VEGETATIVE GROWTH.

D. OUTLET PIPE FILL PLACEMENT
1. FOR PERMANENT PONDS (OR TEMPORARY SEDIMENT BASINS TO BE CONVERTED TO PERMANENT PONDS), PIPES SHALL BE WATERTIGHT REINFORCED CONCRETE PIPE (RCP) AND SHALL BE JOINED PER THE SPECIFICATIONS OF THE CROSS-SECTIONS AND TRENCH BEDDING DETAILS. A DRAINAGE DIAPHRAGM OR ANTI-SEEP COLLARS SHALL BE INSTALLED AS SHOWN ON THE PLANS.
2. FOR TEMPORARY SEDIMENT BASINS, PIPES SHALL BE WATERTIGHT CORRUGATED METAL PIPE (CMP) AND AT LEAST ONE ANTI-SEEP COLLAR SHALL BE INSTALLED AND ADJACENT TO THE PIPE WITH A MINIMUM PROJECTION OF 1.5 FEET AROUND BARREL CONDUITS, 8-INCHES OR LARGER IN DIAMETER. LOCATE THE COLLAR SLIGHTLY DOWNSTREAM FROM THE DAM CENTERLINE. CONNECTION BETWEEN THE COLLAR AND THE PIPE SHALL BE WATERTIGHT.
3. FILL OF THE PIPE CULVERTS SHALL BE PLACED AND COMPACTED IN 6-INCH THICK LOOSE LIFTS UP TO 2 FEET ABOVE THE CULVERTS.
4. DO NOT USE PERVIOUS MATERIAL SUCH AS SAND, GRAVEL, OR CRUSHED STONE AS BACKFILL AROUND THE PIPE OR ANTI-SEEP COLLARS, UNLESS OTHERWISE DETAILED ON THE PLAN.
5. COMPACTION SHALL BE PERFORMED BY HAND TAMPERS OR SMALL HAND OPERATED COMPACTORS.
6. COMPACTION SHALL BE AT A MINIMUM 95% OF THE STANDARD PROCTOR (ASTM D698) MAXIMUM DRY DENSITY, AT NO LESS THAN THE SURROUNDING EMBANKMENT. COMPACTED MOISTURE CONTENT SHALL BE BETWEEN 1 PERCENT BELOW AND 3 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT FOR ALL FILL PLACED.
7. ADDITIONAL COMPACTION OF LIFTS 2 FEET OR GREATER ABOVE CULVERTS SHALL CONFORM TO THE EMBANKMENT FILL PLACEMENT SECTION OF THIS SPECIFICATION.
8. CARE SHALL BE TAKEN IN THE FIELD DURING OUTLET PIPE INSTALLATION TO PROTECT AGAINST FUTURE PIPING. ALSO, CARE SHALL BE TAKEN TO NOT RAISE THE PIPE FROM FIRM CONTACT WITH ITS FOUNDATION WHEN COMPACTING UNDER THE PIPE HAUNCHES.
9. PLACE A MINIMUM DEPTH OF 2 FEET OF COMPACTED BACKFILL OVER THE PIPE BEFORE CROSSING IT WITH CONSTRUCTION EQUIPMENT.
10. IN NO CASE SHOULD THE PIPE CONDUIT BE INSTALLED BY CUTTING A TRENCH THROUGH THE DAM AFTER THE EMBANKMENT IS COMPLETE.

E. OUTLET CONTROL STRUCTURE PLACEMENT
1. REFER TO THE POND CROSS-SECTIONS AND DETAILS FOR THE OUTLET CONTROL STRUCTURE REQUIREMENTS.
2. OUTLET CONTROL STRUCTURES WITHIN PERMANENT PONDS SHALL BE PRE-CAST CONCRETE UNLESS OTHERWISE APPROVED BY THE OWNER. TEMPORARY STRUCTURES ASSOCIATED WITH SEDIMENT BASINS SHALL BE CMP RISERS AND ATTACHED TO A PERMANENT CONTROL STRUCTURE AS SHOWN IN THE DETAILS.
3. PLACE THE STRUCTURE ON A SMOOTH FOUNDATION OF IMPROVISUS SOIL. SOIL BEARING PRESSURE SHALL BE AT LEAST 1,500 POUNDS PER SQUARE FOOT (PSF) UNDER AND WITHIN 5 FEET OF THE STRUCTURES.
4. ANTI-FLOTATION COLLARS SHALL BE CONSTRUCTED BY:
   4.1. EXTENDING THE PRE-CAST CONCRETE OR CMP STRUCTURE INTO THE BOTTOM OF THE POND AND FILLING WITH 150 POUND PER CUBIC FOOT (PCF) CONCRETE TO THE DEPTH SPECIFIED IN THE DETAILS.
   4.2. EXTENDING THE PRE-CAST CONCRETE OR CMP STRUCTURE INTO THE BOTTOM OF THE POND TO THE DEPTH OF THE CONCRETE BLOCK SHOWN IN THE DETAILS AND POUR A CONCRETE BLOCK (150 PCF) AROUND THE STRUCTURE AND EMBEDDING THE ANTI-FLOTATION COLLARS.
5. PIPE CONNECTIONS TO THE STRUCTURES, WHETHER TEMPORARY OR PERMANENT, SHALL BE SECURELY ATTACHED WATERTIGHT.
6. DO NOT USE PERVIOUS MATERIAL SUCH AS SAND, GRAVEL, OR CRUSHED STONE AS BACKFILL AROUND THE STRUCTURES.

F. SKIMMER AND BAFFLES (FOR SEDIMENT BASINS ONLY)
1. ASSEMBLE THE SKIMMER FOLLOWING THE MANUFACTURER'S INSTRUCTIONS AND PER THE DETAILS.
2. LAY THE ASSEMBLED SKIMMER ON THE BOTTOM OF THE BASIN WITH THE FLEXIBLE JOH AT THE INLET OF THE RISER.
3. CONNECT THE FLEXIBLE PIPE TO THE RISER ASSEMBLY WITH A WATERTIGHT STRUCTURAL CONNECTION AND POSITION THE SKIMMER OVER THE EXCAVATED PIT OR SUMPOUT.
4. PREVENT THE SKIMMING DEVICE FROM SETTLING INTO THE MUD.
5. ATTACH A ROPE TO THE SKIMMER AND ANCHOR IT TO THE SIDE OF THE BASIN. THIS WILL BE USED TO PULL THE SKIMMER TO THE SIDE FOR MAINTENANCE.
6. INSTALL BAFFLES PER THE DETAILS SHOWN.
7. DISCHARGE WATER INTO THE BASINS IN A MANNER TO PREVENT EROSION. TO THE MAXIMUM EXTENT PRACTICABLE, USE DIVERSIONS AND SLOPE DRAINS WITH OUTLET PROTECTION TO DIVERT SEDIMENT-LADEN WATER TO THE UPPER END OF THE POOL AREA (UP-STREAM OF THE FURTHEST MOST BAFFLE FROM THE OUTLET) TO IMPROVE BASIN TRAP EFFICIENCY.

G. EMERGENCY SPILLWAY (IF SHOWN ON THE PLAN)
1. INSTALL THE EMERGENCY SPILLWAY IN UNDISTURBED SOIL. THE ACHIEVEMENT OF PLANNED ELEVATIONS, GRADE, DESIGN WIDTH, AND ENTRANCE AND EXIT CHANNEL SLOPES ARE CRITICAL TO THE SUCCESSFUL OPERATION OF THE EMERGENCY SPILLWAY.
2. THE SPILLWAY SHALL BE LINED WITH LAMINATED PLASTIC OR IMPERMEABLE GEOTEXTILE FABRIC. THE FABRIC MUST BE WIDE AND LONG ENOUGH TO COVER THE BOTTOM AND SIDES AND EXTEND ONTO THE TOP OF THE DAM FOR ANCHORING IN A TRENCH. THE EDGES MAY BE SECURED WITH 8-INCH STAPLES OR PINS. THE FABRIC MUST BE LONG ENOUGH TO EXTEND EVENLY THE SLOPE AND OUT ONTO STABLE GROUND. THE WIDTH OF THE FABRIC MUST BE ONE PIECE, NOT JOINED OR SPLICED, OTHERWISE WATER CAN GET UNDER THE FABRIC. IF THE LENGTH OF THE FABRIC IS INSUFFICIENT FOR THE ENTIRE LENGTH OF THE SPILLWAY, MULTIPLE SECTIONS, SPANNING THE COMPLETE WIDTH, MAY BE USED, THE UPPER SECTION(S) SHOULD OVERLAP THE LOWER SECTION(S) TO THAT WATER CANNOT FLOW UNDER THE FABRIC. SECURE THE UPPER EDGES AND SIDES OF THE FABRIC IN A TRENCH WITH STAPLES OR PINS. (ADAPTED FROM "A MANUAL FOR DESIGNING, INSTALLING AND MAINTAINING SEDIMENT BARRIERS," FEBRUARY, 1999, J. H. FAIRCLOTH & SON.).
3. PLACE RIP-RAP PER THE PLAN AND DETAILS ON THE FABRIC. TOP OF RIP-RAP SHALL EQUAL TOP OF SPILLWAY ELEVATION.

H. POND EXCAVATION
1. EXCAVATE THE PERMANENT PONDS TO THE ELEVATIONS SHOWN ON THE PLAN AND CROSS-SECTIONS, TO THE VOLUMES INDICATED IN THE DESIGN TABLES.
2. EXCAVATE THE TEMPORARY SEDIMENT BASINS TO THE ELEVATIONS SHOWN ON THE PLAN AND TO THE VOLUMES INDICATED IN THE DESIGN TABLES.

I. TEMPORARY SEDIMENT BASIN BACKFILL AND REMOVAL
1. AFTER ALL THE SEDIMENT-PRODUCING AREAS WITHIN A DRAINAGE BASIN HAVE BEEN PERMANENTLY STABILIZED, REMOVE THE TEMPORARY SKIMMER AND TEMPORARY RISER STRUCTURE AND ALL THE ENTRAPPED SEDIMENT IN A LEGAL MANNER.
2. FOR TEMPORARY BASINS THAT ARE NOT PERMANENT PONDS, FILL THE TEMPORARY CMP BARREL PIPE WITH 150 PCF LEAN CONCRETE AND CAP OR LEAVE OPEN AS A CONDUIT FOR A FRENCH DRAIN IF DETAILED ON THE PLANS.
3. WHERE BASINS WILL BE CONVERTED TO A PERMANENT POND, DISCONNECT THE SKIMMER OR BARREL PIPE FROM THE PERMANENT CONTROL STRUCTURE AND REPAIR THE HOLE IN THE PERMANENT STRUCTURE WITH A WATER TIGHT REPAIR.
4. REMOVE ALL SEDIMENT FROM THE BOTTOM OF TEMPORARY SEDIMENTS PRIOR TO CONVERTING TO A PERMANENT POND.
5. FOR THE SPECIFICATIONS, BACKFILL AND COMPACT THE AREA TO THE ELEVATIONS SHOWN ON THE PLANS AND STABILIZE PROPERLY.

J. FIELD QUALITY CONTROL
1. LABORATORY TESTING
   - PERFORM LABORATORY MATERIAL TESTS IN ACCORDANCE WITH ASTM D422, ASTM D698, ASTM D2216, ASTM D2434, AND ASTM D4318.
   - TEST AT A FREQUENCY OF EVERY 500 CUBIC YARDS OF EMBANKMENT BY CLAY LINER FILL MATERIAL PLACED, WHEN MATERIALS USING FOR EMBANKMENT FILL CHANGE, AND/OR AS DIRECTED BY THE ENGINEER.
   - SAMPLE SIZE SHALL BE 50-LB.
2. IN PLACE COMPACTION AND NATURAL MOISTURE CONTENT TESTS
   - PERFORM IN PLACE COMPACTION TESTS IN ACCORDANCE WITH ASTM D1556, ASTM D2922, OR ASTM D2937 AND NATURAL MOISTURE CONTENT TEST IN ACCORDANCE WITH ASTM D2216.
   - FREQUENCY OF COMPACTION/NATURAL MOISTURE CONTENT TESTS:
   - EMBANKMENT FILL: EACH LIFT AT A MINIMUM FREQUENCY OF 1 PER 2,500 SQ. FT.
   - PIPE INSTALLATION: EACH LIFT AT A MINIMUM FREQUENCY OF 1 PER 30 LF OF PIPE.
3. WHEN TESTS INDICATE WORK DOES NOT MEET SPECIFIED REQUIREMENTS, REMOVE WORK, REPLACE AND RETEST AT NO ADDITIONAL COST TO THE OWNER.

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Revision / Date

Project:

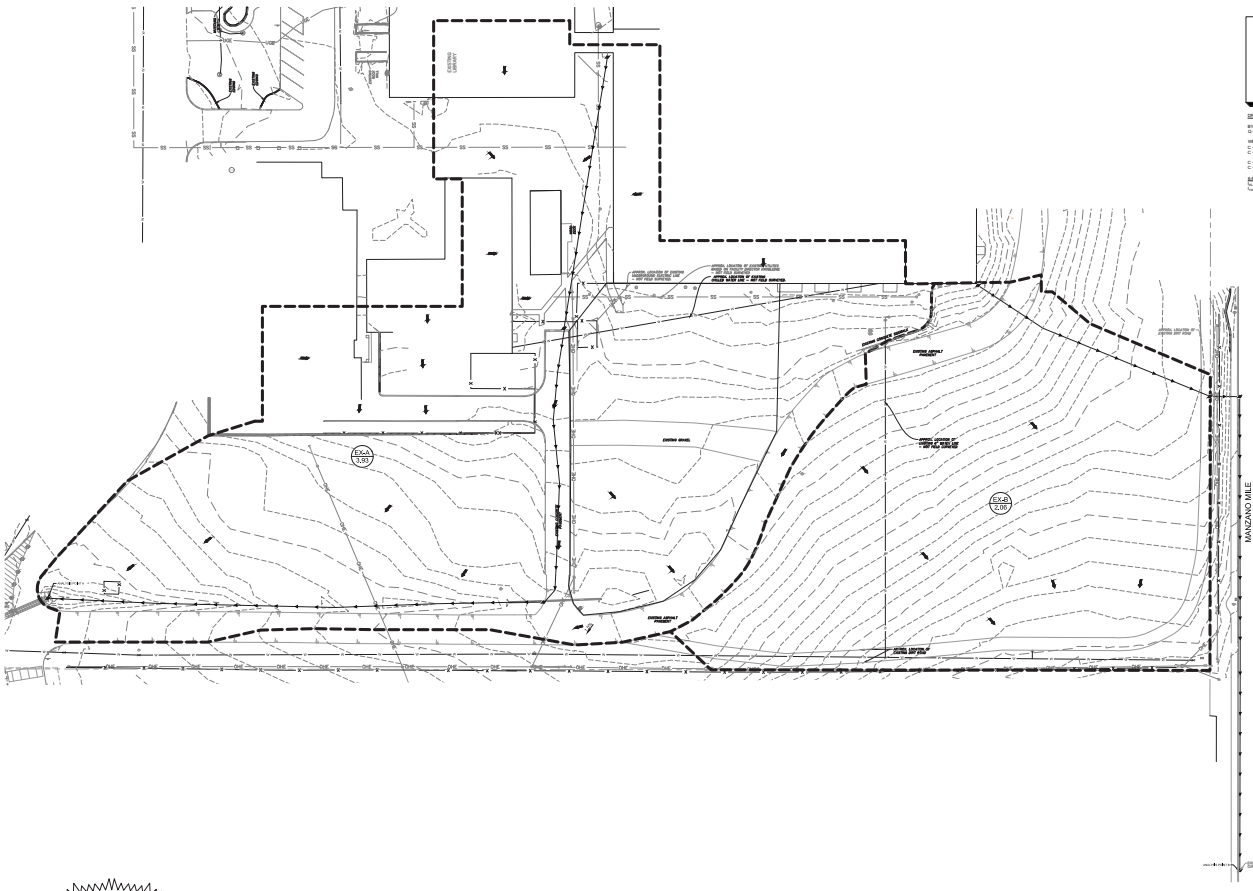
Kimley»Horn

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POND B PLAN

PACKAGE 1B

Job No. 017042-401	Sheet No. C5.3
Drawn By: SCM	
Date: 06/15/2018	



GRAPHIC SCALE IN FEET
0 15 30 60

LEGEND

500	EXISTING CONTOURS
500	PROPOSED CONTOURS
	DRAINAGE BOUNDARY
	DRAINAGE BOUNDARY
	FLOW DIRECTION
EX-A 12.95	DRAINAGE BASIN NAME DRAINAGE BASINS AREA

DRAINAGE CALCULATIONS

BY RATIONAL METHOD:
Q = CIA

WEIGHTED C VALUES CALCULATED WITH:
C =0.36 (25 YEAR GOOD CONDITION, FLAT, PERVIOUS SURFACE)
C =0.88 (25 YEAR COMMERCIAL AREA)

C =0.37 (100 YEAR GOOD CONDITION, FLAT, PERVIOUS SURFACE)
C =0.92 (100 YEAR COMMERCIAL AREA)

EARL STORM INTENSITIES
$I_{25yr/6.3}$ = 10.73 INHR
$I_{100yr/6.3}$ = 12.90 INHR

Know what's below. Call before you dig.

BENCHMARK LIST

TBM #200 COTTON SPINDLE SET ON POWER POLE LOCATED 16,22' FROM A DO NOT ENTER SIGN. ELEVATION 971.65 FEET (SEE SHEET C1.1)

CAUTION!
EXISTING UNDERGROUND UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE AND EXTENT OF ALL UTILITIES PRIOR TO EXCAVATION. CONTRACTOR SHALL BE LIABLE FOR ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Kimley»Horn

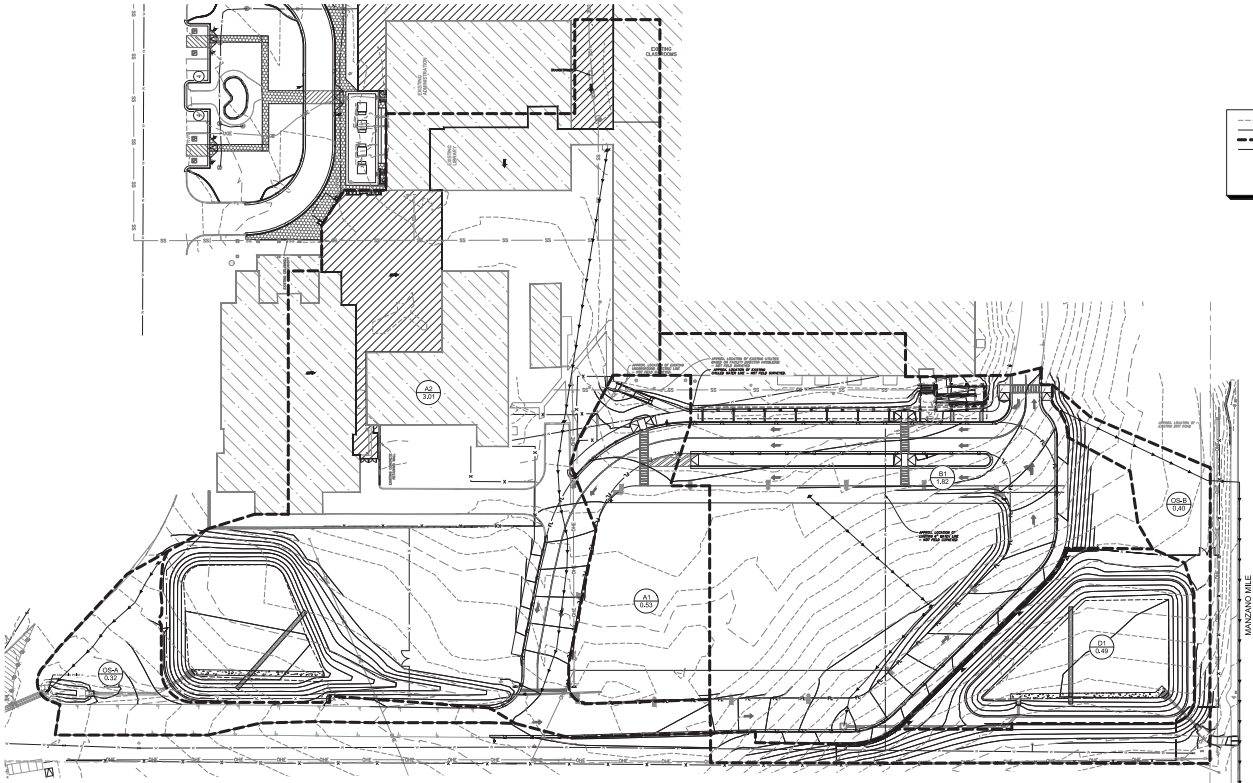
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EXISTING DRAINAGE AREA MAP

PACKAGE 1B

Job No. 015042-021	Sheet No. C5.4
Drawn By: DCM	
Date: 09/15/2015	

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GRAPHIC SCALE IN FEET
0 15 30 60

LEGEND

EXISTING CONTOURS
PROPOSED CONTOURS
DRAINAGE BOUNDARY
DRAINAGE BOUNDARY
FLOW DIRECTION
DRAINAGE BASIN NAME
DRAINAGE BASINS AREA

EXTENDED DETENTION BASIN CALCULATIONS:

ASSUME 1.50 INCHES FOR 1 YEAR, 3 HOUR RAINFALL

RUNOFF COEFFICIENT:
$R_V = 0.05 + 0.0085\ (IC)$

WHERE, IC = PERCENT IMPERVIOUS COVER

WATER QUALITY VOLUME:
$WQV = (R_V \times A \times 43,560 \times 1.50) / 12$

WHERE, WQV = WATER QUALITY VOLUME
R_V = RUNOFF COEFFICIENT
A = SITE AREA TO BMP

BMP CRITERIA SIZING FOR 10 TOTAL ACRES OR LESS:
EXTENDED DETENTION BASIN: WQV* 1.05

PROPOSED IMPERVIOUS COVER PERCENTAGE

BASIN	AREA (ACRES)	IMPERVIOUS (DRIVES, PARKING LOTS, SIDEWALKS) (ACRES)	PERVIOUS (GRASS, FAIR CONDITION 2-7%) (ACRES)	IMPERVIOUS COVER % (IC)
PR-A	3.54	2.12	1.42	59.8%
PR-B	2.35	1.45	0.90	62.8%
TOTAL	5.89	3.56	2.32	60.5%

NOTE: PR-A REFLECTS TOTAL FLOW TO POND A FOR THE COMBINATION OF MULTIPLE DRAINAGE AREAS INCLUDING A1 AND A2.
NOTE: PR-B REFLECTS TOTAL FLOW TO POND B FOR THE COMBINATION OF MULTIPLE DRAINAGE AREAS INCLUDING B1 AND D1.

EXTENDED DETENTION BASIN CALCS

BASIN	RAINFALL (INCHES)	RUNOFF COEFFICIENT (R_V)	REQUIRED WATER QUALITY VOLUME (WQV) (CUBIC FT)
POND A	1.50	0.58	13,805
POND B	1.50	0.58	9,966

EXTENDED DETENTION BASIN CALCS

BASIN	REQUIRED VOLUME (FT)	WQV POND ELEVATION (CUFT)	20% WQV FOR SEDIMENT BAY (CUFT)
POND A	14,495	979.65	2,761
POND B	9,964	976.23	1,889

PROPOSED DRAINAGE AREA MAP

Basin	T_C (min)	A (ac)	C-25	C-100	I-25 (in/hr)	I-100 (in/hr)	Q-25 (cfs)	Q-100 (cfs)	Collection Point
A1-A	7.4	0.53	0.76	0.85	6.79	10.88	4.03	6.89	CULVERT A1
B1-A	10.4	1.82	0.77	0.86	7.89	8.93	10.82	15.98	GRATE INLET B1

GRATE INLET CALCULATIONS

EQUATION: $Q = 0.61(A)^{0.5}(2.2H)^{0.5}$ PER "ASSUME CLOGGING FACTOR OF 50%"

GRATE INLET NAME	Q (CFS)	REQUIRED OPEN AREA (SQ FT)	REQUIRED OPEN AREA (SQ IN)	INLET DESIGN	PROPOSED OPEN AREA (SQ IN)
B1	15.98	9.13	1314.83	4'X4'	1,360.00

CAUTION!
EXISTING UNDERGROUND UTILITIES IN THE AREA. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EXISTENCE AND EXTENT LOCATION OF ALL UTILITIES POTENTIALLY AFFECTED BY HIS OPERATIONS. PRIOR TO ANY REPAIRS TO EXISTING UTILITIES DUE TO DAMAGE INCURRED DURING CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

Know what's below. Call before you dig.

BENCHMARK LIST
TBM #200 COTTON SPINDLE SET ON POWER POLE LOCATED 16,22' FROM A DO NOT ENTER SIGN, ELEVATION 979.65 FEET (SEE SHEET C1.1)

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Revision / Date

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Project

Kimley»Horn

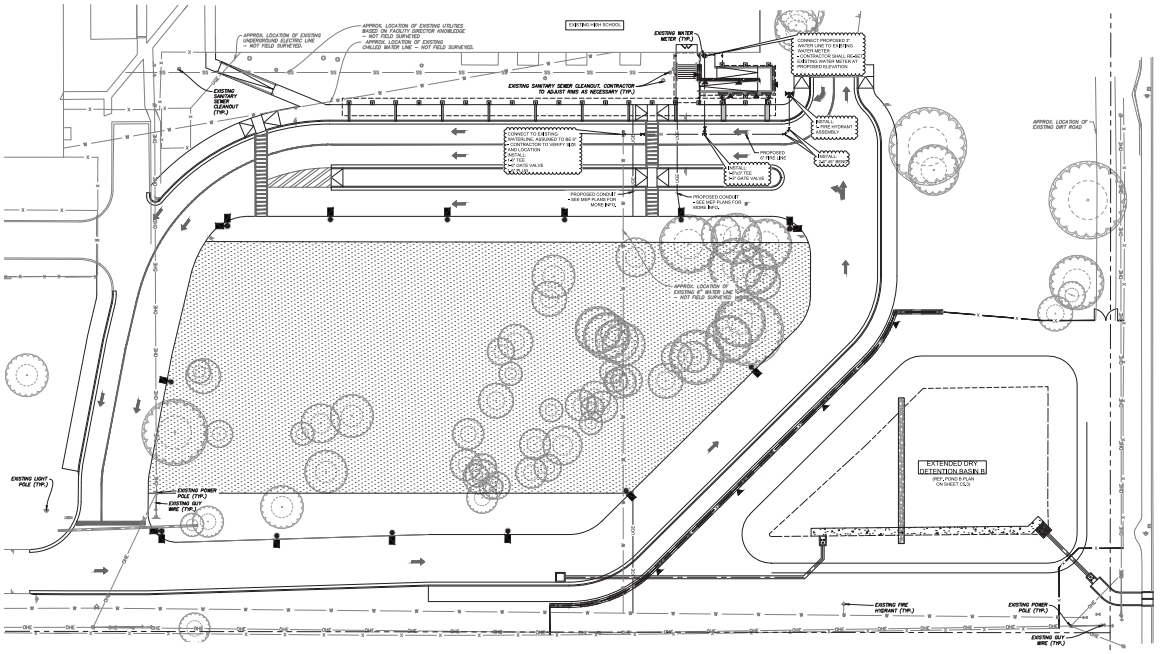
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PROPOSED DRAINAGE AREA MAP

PACKAGE 1B

Job No.	Sheet No.
015047-01	C5.5
Drawn By:	
DCM	
Date:	
06/16/2015	

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MANZANO MILE
(R.O.W. VARIES)

GRAPHIC SCALE IN FEET
0 10 20 40

LEGEND

W	EXISTING WATER LINE
SS	EXISTING SANITARY SEWER LINE
SD	EXISTING STORM LINE
GAS	EXISTING GAS LINE
GAS	PROPOSED GAS LINE
UGE	PROPOSED UNDERGROUND ELECTRIC LINE
UGT	PROPOSED UNDERGROUND PHONE LINE
OHE	PROPOSED OVERHEAD ELECTRIC LINE
OHT	PROPOSED OVERHEAD PHONE LINE
	PROPOSED BOUNDARY LINE
	EXISTING WATER VALVE
	EXISTING FIRE HYDRANT
	EXISTING TELEPHONE POLE
	PROPOSED ELECTRIC POLE
	PROPOSED LIGHT
	PROPOSED FIRE HYDRANT
	PROPOSED GATE VALVE
	PROPOSED CAP

NOTES:
1. ALL DIMENSIONS ARE TO CENTERLINE OF PIPE UNLESS NOTED OTHERWISE.
2. CONTRACTOR TO FIELD VERIFY LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. CONTACT ENGINEER IF FIELD CONDITION VARY.
3. ALL FRANCHISE UTILITIES TO HAVE A MINIMUM COVER OF 42".
4. IRRIGATION SYSTEMS AND UNDERGROUND UTILITY MUST BE INSTALLED BY A LICENSED CONTRACTOR. ALL INSPECTION REQUESTS MUST HAVE 2 WORKING DAY NOTICE.

CAUTION!
EXISTING UNDERGROUND UTILITIES IN THE AREA OF CONSTRUCTION HAVE BEEN SHOWN ACCORDING TO THE HORIZONTAL AND VERTICAL LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION, CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES. IF UTILITIES ARE FOUND TO CONFLICT WITH PROPOSED CONSTRUCTION, CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY DISCREPANCIES ON THE PLANS.

811 Know what's below. Call before you dig.

BENCHMARK LIST
TBM-8200 - COTTON SPINDLE SET ON POWER POLE LOCATED 19.2' FROM A DO NOT ENTER SIGN, ELEVATION 975.55 FEET (SEE SHEET C1.1)

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Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

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UTILITY PLAN
PACKAGE 1B
Sheet No.
C6.0

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404 GENERAL NOTES

OVERALL:

1. ALL CONSTRUCTION AND MATERIALS SHALL BE IN ACCORDANCE WITH THESE PLANS, CITY (OR TOWN) STANDARD DETAILS AND SPECIFICATIONS, AND THE LATEST EDITION OF THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) STANDARDS. THE CITY SPECIFICATIONS SHALL GOVERN WHERE OTHER SPECIFICATIONS DO NOT EXIST. IN CASE OF CONFLICTING SPECIFICATIONS OR DETAILS, THE MORE RESTRICTIVE SPECIFICATION AND DETAIL SHALL BE FOLLOWED.
2. THE CONTRACTOR SHALL COMPLY WITH CITY (OR TOWN) "GENERAL NOTES" FOR CONSTRUCTION, IF EXISTING AND REQUIRED BY THE CITY. FOR INSTANCES WHERE THEY CONFLICT WITH THESE 404 GENERAL NOTES, THEN THE MORE RESTRICTIVE SHALL APPLY.
3. THE CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL EXISTING UTILITIES AND OTHER FEATURES SHOWN ON THE CONSTRUCTION DOCUMENTS IN ACCORDANCE WITH THE APPROPRIATE AUTHORITIES' SPECIFICATIONS AND REQUIREMENTS.
4. THE CONTRACTOR SHALL VISIT THE SITE PRIOR TO BIDDING TO DETERMINE EXISTING CONDITIONS.
5. THE CONTRACTOR SHALL PERFORM WORK AS SHOWN ON THE CONSTRUCTION DOCUMENTS PREPARED BY THE PROJECT SURVEYOR, AND ARE BASED ON THE BENCHMARKS SHOWN. THE CONTRACTOR SHALL REFERENCE TO SAME BENCHMARKS.
6. THE CONTRACTOR SHALL REVIEW AND VERIFY THE EXISTING TOPOGRAPHIC SURVEY SHOWN ON THE PLANS REPRESENTS EXISTING FIELD CONDITIONS PRIOR TO CONSTRUCTION, AND SHALL REPORT ANY DISCREPANCIES FOUND TO THE OWNER AND ENGINEER IMMEDIATELY.
7. THE CONTRACTOR DOES NOT ACCEPT THE EXISTING TOPOGRAPHIC SURVEY AS SHOWN ON THE PLANS, WITHOUT EXCEPTION, THAT THE CONTRACTOR SHALL SUPPLY AT THEIR EXPENSE, A TOPOGRAPHIC SURVEY BY A REGISTERED PROFESSIONAL LAND SURVEYOR TO THE OWNER AND ENGINEER FOR REVIEW.
8. CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD BEFORE LAYING OUT AND STAKING.
9. CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL CONTROL, INCLUDING BENCHMARKS PRIOR TO COMMENCING CONSTRUCTION OR STAKING OF IMPROVEMENTS. PROPERTY LINES AND CORNERS SHALL BE HELD AS THE HORIZONTAL CONTROL.
10. THE CONTRACTOR SHALL REVIEW AND VERIFY ALL DIMENSIONS, ELEVATIONS, AND FIELD CONDITIONS THAT MAY AFFECT CONSTRUCTION. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE ARCHITECT AND ENGINEER PRIOR TO CONSTRUCTION. NO CHANGES OR DEVIATIONS FROM THE PLANS SHALL BE MADE WITHOUT THE APPROVAL OF THE ARCHITECT, ENGINEER, AND OF APPLICABLE THE CITY AND OWNER. NO CONSIDERATION WILL BE GIVEN TO CHANGE ORDERS FOR WHICH THE CITY, ENGINEER, AND OWNER WERE NOT CONTACTED PRIOR TO CONSTRUCTION OF THE AFFECTED ITEM.
11. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO THE START OF CONSTRUCTION AND PRIOR TO COMMENCING CONSTRUCTION, OWNER/ENGINEER SHALL BE NOTIFIED OF ANY DISCREPANCY PRIOR TO COMMENCING WITH CONSTRUCTION.
12. THE CONTRACTOR'S RESPONSIBILITY TO CONTACT THE VARIOUS UTILITY COMPANIES WHICH MAY HAVE BURIED OR AERIAL UTILITIES WITHIN OR NEAR THE CONSTRUCTION AREA AND DETERMINE WHERE THEY MAY HAVE THEIR LOCATE THEIR EXISTING UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE AN ADEQUATE MINIMUM NOTICE TO ALL UTILITY COMPANIES PRIOR TO BEGINNING CONSTRUCTION.
13. CONTRACTOR SHALL CALL TEXAS 811 AN ADEQUATE AMOUNT OF TIME PRIOR TO COMMENCING CONSTRUCTION OR ANY EXCAVATION.
14. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION OR EXCAVATION.
15. THE LOCATIONS, ELEVATIONS, DEPTHS, AND DIMENSIONS OF EXISTING UTILITIES SHOWN ON THE PLANS WERE OBTAINED FROM AVAILABLE UTILITY COMPANY MAPS AND PLANS, AND ARE CONSIDERED APPROXIMATE AND INCOMPLETE. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UTILITIES, BOTH SHOWN AND NOT SHOWN ON THE PLANS, AND TO PROTECT THEM SUFFICIENTLY IN ADVANCE OF CONSTRUCTION SO THAT ADJUSTMENTS CAN BE MADE TO PROVIDE ADEQUATE CLEARANCES. THE ENGINEER SHALL BE NOTIFIED WHEN A PROPOSED IMPROVEMENT CONFLICTS WITH AN EXISTING UTILITY.
16. THE CONTRACTOR IS RESPONSIBLE FOR COORDINATING ANY ADJUSTMENTS TO BE MADE TO EXISTING UTILITIES THAT CONFLICT WITH THE PROPOSED IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, ADJUSTING EXISTING MANHOLES TO MATCH PROPOSED GRADES, RELOCATING EXISTING UTILITIES, ETC. THE COST OF ANY SUCH ADJUSTMENTS SHALL BE INCIDENTAL TO THE HORIZONTAL OR VERTICAL ALIGNMENT OF EXISTING UNDERGROUND UTILITIES TO ACCOMMODATE PROPOSED GRADE OR CROSSING WITH A PROPOSED UTILITY, AND ANY OTHERS THAT MAY BE ENCOUNTERED THAT ARE UNKNOWN AT THIS TIME AND NOT SHOWN ON THE PLANS.
17. CONTRACTOR SHALL ARRANGE FOR OR PROVIDE, AT ITS EXPENSE, ALL GAS, TELECOMMUNICATIONS, CABLE, OVERHEAD AND UNDERGROUND POWER LINE, AND UTILITY POLE ADJUSTMENTS NEEDED.
18. CONTRACTOR IS RESPONSIBLE FOR COORDINATION AND INSTALLATION OF FRANCHISE UTILITIES THAT ARE NECESSARY FOR ON-SITE AND OFF-SITE CONSTRUCTION, AND SERVICE TO THE PROPOSED DEVELOPMENT.
19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO UTILITIES DUE TO CONTRACTORS' FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES. THE OWNER DOES NOT EXPRESSLY ASSUME NO LIABILITY FOR ANY DAMAGES OR COST INCURRED BECAUSE OF THE OPERATIONS IN THE VICINITY OF EXISTING UTILITIES OR STRUCTURES. IF IT IS NECESSARY TO SHORE, BRACE, SWING OR SUPPORT ANY SEWER, GAS MAIN, WATER MAIN, CONDUIT, POLE OR OTHER STRUCTURE, THE CONTRACTOR SHALL DO SO AT THE CONTRACTOR AND THEIR EXPENSE WITHOUT REGARDING THE METHOD TO BE USED FOR SUCH WORK.
20. BRACING OF UTILITY POLES MAY BE REQUIRED BY THE UTILITY COMPANIES WHEN TRENCHING OR EXCAVATING IN CLOSE PROXIMITY TO THE POLES. IF SUCH BRACING IS REQUIRED, IT WILL BE DONE BY THE CONTRACTOR, WITH NO SEPARATE PAY ITEM FOR THIS WORK. THE COST IS INCIDENTAL TO THE PAY ITEM.
21. CONTRACTOR SHALL USE ALL NECESSARY SAFETY PRECAUTIONS TO AVOID CONTACT WITH OVERHEAD AND UNDERGROUND POWER LINES. CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE LOCAL, STATE, FEDERAL, AND UTILITY OWNER REGULATIONS PERTAINING TO WORK WITHOUT PROPER POWER LINES.
22. THE CONTRACTOR SHALL BE RESPONSIBLE TO CONTACT AND COORDINATION PERMITS, APPROVALS, AND BONDS PRIOR TO CONSTRUCTION.
23. THE CONTRACTOR SHALL HAVE AVAILABLE AT THE JOB SITE AT ALL TIMES A COPY OF THE CONTRACT DOCUMENTS INCLUDING PLANS, SPECIFICATIONS, ADDENDA, CHANGE ORDERS, PERMITS, GEOTECHNICAL REPORT, SPECIAL CONDITIONS, COPIES OF ANY REQUIRED CONSTRUCTION PERMITS, EROSION CONTROL PLANS, SWPPP AND INSPECTION REPORTS.
24. ALL SHOP DRAWINGS AND OTHER DOCUMENTS THAT REQUIRE ENGINEER REVIEW SHALL BE SUBMITTED BY THE CONTRACTOR SUFFICIENTLY IN ADVANCE OF CONSTRUCTION OF THAT ITEM, SO THAT NO LESS THAN 10 BUSINESS DAYS FOR REVIEW AND RESPONSE IS AVAILABLE.
25. ALL NECESSARY INSPECTIONS AND/OR CERTIFICATIONS REQUIRED BY CODES, JURISDICTIONAL AGENCIES, AND/OR UTILITY SERVICE COMPANIES SHALL BE PERFORMED PRIOR TO USE OF THE FACILITY AND THE FINAL CONNECTION OF SERVICES.
26. CONTRACTOR SHALL ARRANGE FOR REQUIRED CITY INSPECTIONS.
27. CONTRACTOR SHALL NOTIFY THE CITY 48 HOURS PRIOR TO CONSTRUCTION.
28. ALL SYMBOLS SHOWN ON THESE PLANS (E.G. FIRE HYDRANT, METERS, VALVES, INLETS, ETC. ...) ARE FOR PRESENTATION PURPOSES ONLY AND ARE NOT TO SCALE. CONTRACTOR SHALL COORDINATE FINAL SIZES AND LOCATIONS WITH APPROPRIATE CITY INSPECTOR.
29. CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UTILITY SERVICES AND METERS WELL AHEAD OF CONSTRUCTION TO AVOID CONFLICTS BASED ON THE BUILDING PLANS (E.G. ARCHITECTURAL, STRUCTURAL, MEP) FOR AREAS WITHIN 5 FEET OF THE BUILDING AND WITHIN THE BUILDING FOOTPRINT.
30. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ALL FINAL BUILDING DIMENSIONS.
31. THE PROPOSED BUILDING FOOTPRINT(S) SHOWN IN THESE PLANS WAS PROVIDED TO KINSLEY HORN AND ASSOCIATES, INC. (KHA) BY THE ARCHITECT. KHA HAS NOT REVIEWED THE BUILDING PLANS AND IS NOT RESPONSIBLE FOR THE ACCURACY OF THE BUILDING DESIGN WAS ONGOING. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR COORDINATING THE FINAL CORRECT VERSION OF THE BUILDING FOOTPRINT WITH THE ARCHITECT AND STRUCTURAL ENGINEER PRIOR TO LAYOUT. DIMENSIONS AND/OR COORDINATES SHOWN ON THESE PLANS ARE TO THE EDGE OF BUILDING AND ARE NOT INTENDED FOR USE IN DETERMINING THE EXACT LOCATION OF THE BUILDING. THE CONTRACTOR IS SOLELY RESPONSIBLE TO VERIFY WHAT PART OF THE BUILDING THE ARCHITECT'S FOOTPRINT REPRESENTS (E.G. SLAB, OUTSIDE WALL, MASONRY LEDGE, ETC. ...) AND TO CONFIRM ITS FINAL POSITION ON THE SITE BASED ON THAT FINAL ARCHITECTURAL FOOTPRINT, CIVIL DIMENSION CONTROL PLAN, SURVEY BOUNDARY AND EASEMENTS. ANY DIFFERENCES FOUND SHALL BE REPORTED TO HK IMMEDIATELY.
32. CONTRACTOR SHALL COMPLY WITH THE PROJECT'S FINAL GEOTECHNICAL REPORT (OR LATEST EDITION), INCLUDING SUBSEQUENT ADDENDA.
33. CONTRACTOR IS RESPONSIBLE FOR ALL MATERIALS TESTING AND CERTIFICATION, UNLESS SPECIFIED OTHERWISE BY OWNER. ALL MATERIALS TESTING SHALL BE PERFORMED BY AN INDEPENDENT TESTING LABORATORY IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND GEOTECHNICAL REPORT. TESTING SHALL BE PERFORMED BY AN APPROVED INDEPENDENT AGENCY FOR TESTING MATERIALS. OWNER SHALL APPROVE THE AGENCY NOMINATED BY THE CONTRACTOR FOR MATERIALS TESTING.
34. ALL CERTIFICATES OF MATERIALS SHALL BE SENT TO THE OWNER, ENGINEER AND ARCHITECT PRIOR TO TESTING AGENCY.
35. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO SHOW, BY THE STANDARD TESTING PROCEDURES OF THE MATERIALS, THAT THE WORK CONSTRUCTED MEETS THE PROJECT REQUIREMENTS AND CITY SPECIFICATIONS.
36. DUE TO THE POTENTIAL FOR DIFFERENTIAL SOIL MOVEMENT ADJACENT TO THE BUILDING, THE CONTRACTOR SHALL ADHERE TO GEOTECHNICAL REPORT RECOMMENDATIONS FOR SUBGRADE PREPARATION AND FOUNDATION CONSTRUCTION. FOR AREAS WITHIN 5 FEET OF THE BUILDING, THE OWNER AND CONTRACTOR ARE ADVISED TO OBTAIN A GEOTECHNICAL ENGINEER RECOMMENDATION SPECIFIC TO FLATWORK ADJACENT TO THE BUILDING, IF NONE IS CURRENTLY EXISTING.
37. CONTRACTOR IS RESPONSIBLE FOR ALL UTILITY SERVICE AND ENCROACHMENTS OUTSIDE OF THE WORK AREA WILL BE ALLOWED. ANY DAMAGE RESULTING THEREFROM SHALL BE CONTRACTOR'S SOLE RESPONSIBILITY TO REPAIR.
38. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, UTILITIES, MANHOLES, POLES, GUY WIRES, VALVE COVERS, VAULT LIDS, SIGN POSTS, COMMUNICATION EQUIPMENT, ETC. THAT ARE NOT PROPOSED TO REMAIN AND SHALL REPAIR ANY DAMAGES AT NO COST TO THE OWNER.
39. CONTRACTOR SHALL IMMEDIATELY REPAIR OR REPLACE ANY PHYSICAL DAMAGE TO PRIVATE PROPERTY OR PUBLIC IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, FENCES, WALLS, SIGNS, PAVEMENT, CURBS, UTILITIES, SIDEWALKS, GRASS, TREES, LANDSCAPING, AND IRRIGATION SYSTEMS, ETC. ... TO ORIGINAL CONDITION OR BETTER AT NO COST TO THE OWNER.
40. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ADJACENT PROPERTY AND SHALL BE RESPONSIBLE FOR ANY CONDITION OR BETTER, INCLUDING AS NECESSARY GRADING, LANDSCAPING, CLEANUP, AND REPAIR.
41. THE CONTRACTOR SHALL SAW-CUT ALL EXISTING POWER POLES, SIGNS, WATER VALVES, FIRE HYDRANTS, METERS, ETC. , THAT ARE TO BE RELOCATED DURING CONSTRUCTION.
42. CONTRACTOR SHALL MAINTAIN ADEQUATE SITE DRAINAGE DURING ALL PHASES OF CONSTRUCTION, INCLUDING MAINTAINING EXISTING DRAINAGE PATTERNS AND PROTECTING ADJACENT PROPERTIES.
43. THE CONTRACTOR IS RESPONSIBLE FOR TRENCHING AND SUBMITTING A TRENCH SAFETY PLAN, PREPARED BY A PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, TO THE CITY PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING TRENCH SAFETY REQUIREMENTS IN ACCORDANCE WITH CITY, STATE, AND FEDERAL REQUIREMENTS, INCLUDING OSHA FOR ALL TRENCHES. NO OPEN TRENCHES SHALL BE ALLOWED OVERNIGHT WITHOUT PRIOR WRITTEN APPROVAL OF THE CITY.
44. THE CONTRACTOR SHALL KEEP TRENCHES FREE FROM WATER.
45. SITE SAFETY IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR.
46. THESE PLANS DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR ANY OTHER PERSONS ON THE SITE OF THE WORK. THE ENGINEER'S SEAL HEREON DOES NOT EXTEND TO ANY SUCH SAFETY SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR IMPLEMENTATION OF ALL REQUIRED SAFETY PROCEDURES AND PROGRAMS.
47. THE CONTRACTOR'S RESPONSIBILITY FOR SAFETY ARE NOT INCLUDED IN THESE PLANS.
48. CONTRACTOR OFFICE AND STAGING AREAS SHALL BE AGREED UPON BY THE OWNER AND CONTRACTOR PRIOR TO BEGINNING OF CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITTING REQUIREMENTS FOR THE CONSTRUCTION OFFICE, TRAILER, DELIVERY POLES, SIGNS, AND OTHER OBSTRUCTIONS SHALL NOT BE PLACED IN ACCESSIBLE ROUTES.
49. ALL SIGNS, PAVEMENT MARKINGS, AND OTHER TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE "TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
50. TOP SOIL EXCAVATIONS OF ALL EXISTING AND PROPOSED MANHOLES SHALL BE COORDINATED WITH TOP OF PAVEMENT OR FINISHED GRADE ELEVATIONS. TOP SOIL MATERIAL TO BE SPREAD ON SITE AS DIRECTED BY THE OWNER.
51. CONTRACTOR SHALL ADJUST ALL EXISTING AND PROPOSED VALVES, FIRE HYDRANTS, AND OTHER UTILITY APPURTENANCES TO MATCH ACTUAL FINISHED GRADES AT THE TIME OF PAVING.
52. CONTRACTOR SHALL COORDINATE WITH THE CONSTRUCTION SEQUENCING AND PHASING, AND SHALL CONTACT THE APPROPRIATE CITY OFFICIALS, INCLUDING BUILDING INSPECTIONS, ENGINEERING, AND FIRE MARSHALL TO ENSURE ALL OF ANY REQUIREMENTS.
53. CONTRACTOR IS RESPONSIBLE FOR PREPARATION, SUBMITTAL, AND APPROVAL BY THE CITY OF A TRAFFIC CONTROL PLAN PRIOR TO THE START OF CONSTRUCTION, AND THEN THE IMPLEMENTATION OF THE PLAN.
54. CONTRACTOR SHALL KEEP A NEAT AND ACCURATE RECORD OF CONSTRUCTION, INCLUDING ANY DEVIATIONS OR VARIANCES FROM THE PLANS.
55. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AS-BUILT PLANS TO THE ENGINEER AND CITY IDENTIFYING ALL DEVIATIONS AND VARIATIONS FROM THESE PLANS MADE DURING CONSTRUCTION.

EROSION CONTROL:

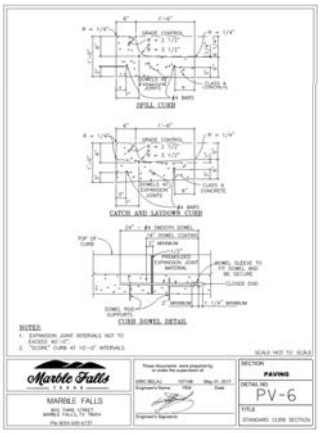
1. THE CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL EROSION CONTROL AND WATER QUALITY REQUIREMENTS, LAWS, AND ORDINANCES THAT APPLY TO THE CONSTRUCTION SITE LAND DISTURBANCE.
2. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE "TCEQ GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM" (TPDES).
3. EROSION CONTROL DEVICES SHOWN ON THE EROSION CONTROL PLAN FOR THE PROJECT SHALL BE INSTALLED PRIOR TO THE START OF LAND DISTURBANCE.
4. EROSION CONTROL DEVICES ARE TO BE INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS FOR THE PROJECT.
5. CONTRACTOR IS SOLELY RESPONSIBLE FOR INSTALLATION, IMPLEMENTATION, MAINTENANCE, AND EFFECTIVENESS OF ALL EROSION CONTROL DEVICES AND MEASURES, INCLUDING BEST MANAGEMENT PRACTICES (BMPS), AND FOR UPDATING THE EROSION CONTROL PLAN DURING CONSTRUCTION AS FIELD CONDITIONS CHANGE.
6. CONTRACTOR SHALL DOCUMENT THE DATES OF INSTALLATION, MAINTENANCE OR MODIFICATION, AND REMOVAL FOR EACH BMP EMPLOYED IN THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE.
7. AS STORM SEWER INLETS ARE INSTALLED ON SITE, TEMPORARY EROSION CONTROL DEVICES SHALL BE INSTALLED AT EACH INLET PER THE SWPPP PLANS.
8. THE EROSION CONTROL DEVICES SHALL REMAIN IN PLACE UNTIL THE AREA IT PROTECTS HAS BEEN PERMANENTLY STABILIZED.
9. CONTRACTOR SHALL PROVIDE ADEQUATE EROSION CONTROL DEVICES NEEDED DUE TO PROJECT PHASING.
10. CONTRACTOR SHALL OBSERVE THE EFFECTIVENESS OF THE EROSION CONTROL DEVICES AND MAKE FIELD ADJUSTMENTS AND MODIFICATIONS AS NEEDED TO PREVENT SEDIMENT FROM LEAVING THE SITE. IF THE EROSION CONTROL DEVICES DO NOT EFFECTIVELY CONTROL EROSION AND PREVENT SEDIMENTATION FROM WASHING OFF THE SITE, THEN THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL MEASURES.
11. OFF-SITE SOIL BORROW, SPOIL, AND STORAGE AREAS (IF APPLICABLE) ARE CONSIDERED AS PART OF THE PROJECT SITE AND MUST ALSO COMPLY WITH THE EROSION CONTROL REQUIREMENTS FOR THIS PROJECT. THIS INCLUDES THE INSTALLATION OF BMP'S TO PREVENT SEDIMENT FROM LEAVING THE BORROW, SPOIL, AND STORAGE AREAS AND MAINTAINING THEM UNTIL THE PROJECT IS GIVEN FINAL APPROVAL OF THE PROJECT. CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE SWPPP AND EROSION CONTROL PLAN TO INCLUDE BMPS FOR ANY OFF-SITE THAT ARE NOT ANTICIPATED OR SHOWN ON THE EROSION CONTROL PLAN.
12. ALL STAKING, STOCKPILES, SPOIL, AND STORAGE SHALL BE LOCATED SUCH THAT THEY WILL NOT ADVERSELY AFFECT STORM WATER QUALITY. PROTECTIVE MEASURES SHALL BE PROVIDED IF NEEDED TO ACCOMPLISH THIS REQUIREMENT, SUCH AS COVERING OR CONTAINMENT OF STOCKPILES AND STAKING MATERIALS.
13. CONTRACTOR SHALL INSPECT ALL EROSION CONTROL DEVICES, BMPS, DISTURBED AREAS, AND VEHICLE ENTRY AND EXIT AREAS WEEKLY AND WITHIN 24 HOURS OF ALL RAINFALL EVENTS OF 0.5 INCHES OR GREATER, AND KEEP A RECORD OF THIS INSPECTION IN ACCORDANCE WITH THE TCEQ GENERAL PERMIT. CONTRACTOR SHALL MAINTAIN ALL EROSION CONTROL DEVICES AS NEEDED.
14. CONTRACTOR SHALL CONSTRUCT A STABILIZED CONSTRUCTION ENTRANCE AT ALL PRIMARY POINTS OF ACCESS IN ACCORDANCE WITH CITY SPECIFICATIONS. CONTRACTOR SHALL ENSURE THAT ALL CONSTRUCTION TRAFFIC USES THIS STABILIZED ENTRANCE AT ALL TIMES FOR ALL ACCESS/EGRESS.
15. SITE ENTRY AND EXITS SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT THE TRACKING AND FLOWING OF SEDIMENT AND DEBRIS ONTO PUBLIC RIGHTS-OF-WAY. ALL SEDIMENT AND DEBRIS THAT IS TRACKED ONTO THE PUBLIC RIGHTS-OF-WAY SHALL BE REMOVED IMMEDIATELY.
16. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL SILT AND DEBRIS FROM THE AFFECTED OFF-SITE ROADWAYS THAT ARE CAUSED BY THE CONSTRUCTION ACTIVITIES, AS REQUESTED BY OWNER AND CITY, AT A MINIMUM, THIS SHOULD OCCUR ONCE PER DAY FOR THE OFF-SITE ROADWAYS.
17. WHEN WASHING OF VEHICLES IS REQUIRED TO REMOVE SEDIMENT PRIOR TO EXITING THE SITE, IT SHALL BE DONE IN AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP BMP.
18. CONTRACTOR SHALL INSTALL A TEMPORARY SEDIMENT BASIN FOR ANY ON SITE DRAINAGE AREAS THAT ARE GREATER THAN 10 ACRES DRAINING TO A SINGLE POINT. THE SEDIMENT BASIN SHALL BE INSTALLED PRIOR TO ANY SITE GRADING. THE SEDIMENTATION BASIN ON THESE PLANS, THEN THE CONTRACTOR SHALL ARRANGE FOR AN APPROPRIATE DESIGN TO BE PROVIDED.
19. ALL FINES IMPOSED FOR SEDIMENT ON DIRT DISCHARGED FROM THE SITE SHALL BE PAID BY THE RESPONSIBLE CONTRACTOR.
20. CONTRACTOR SHALL PROTECT ALL STORM SEWER INLETS FROM SEDIMENTATION WITH INLET PROTECTION BMPS AS SHOWN ON ATTACHED DETAILS.
21. PCC & ROADWAY: THE AGGREGATE PAD SHALL BE WASHED DOWN OR REPLACED, AS NEEDED FOR THE WASHDOWN OPERATION SHALL NOT BE ALLOWED TO DRAIN DIRECTLY OFF SITE WITHOUT FIRST FLOWING THROUGH ANOTHER BMP TO CONTROL SEDIMENTATION.
22. TEMPORARY SEEDING OR OTHER APPROVED STABILIZATION SHALL BE INSTALLED WITHIN 14 DAYS OF THE LAST DISTURBANCE OF ANY AREA, UNLESS ADDITIONAL CONSTRUCTION IN THE AREA IS EXPECTED WITHIN 21 DAYS OF THE LAST DISTURBANCE.
23. CONTRACTOR SHALL FOLLOW GOOD HOUSEKEEPING PRACTICES DURING CONSTRUCTION, SUCH AS CLEANING UP DIRT, LOOSE MATERIAL, AND TRASH AS CONSTRUCTION PROGRESSES.
24. ALL AREAS DISTURBED BY CONSTRUCTION ACTIVITIES, INCLUDING DISTURBED AREAS SHALL BE PERMANENTLY STABILIZED. STABILIZATION IS ACHIEVED WHEN THE AREA IS EITHER COVERED BY PERMANENT IMPERVIOUS STRUCTURES, SUCH AS BUILDINGS, SIDEWALK, PAVEMENT, OR A UNIFORM PERENNIAL VEGETATIVE COVER.
25. ALL PERMANENT DRAINAGE CHANNELS, INCLUDING DRY CREEK, CHANNELS, DRAINAGESWAYS AND BORROW DITCHES AFFECTED BY THE CONSTRUCTION SHALL BE REGRADED, AND THE REGRADED GRAINTARED BY THE PROJECT SHALL BE REMOVED AND DISPOSED IN ACCORDANCE WITH APPLICABLE REGULATIONS.

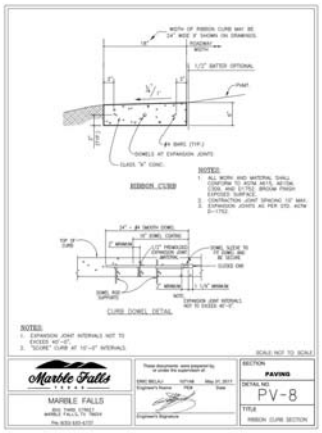
STORM WATER DISCHARGE AUTHORIZATION:

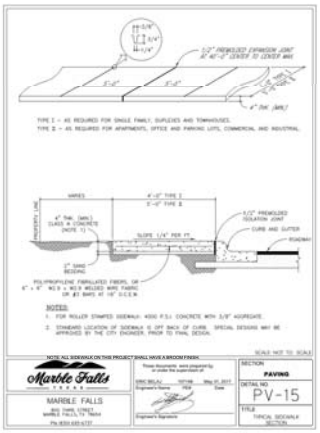
1. CONTRACTOR SHALL COMPLY WITH TCEQ AND EPA STORM WATER POLLUTION PREVENTION REQUIREMENTS.
2. CONTRACTOR SHALL COMPLY WITH THE REQUIREMENTS OF THE TCEQ GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM TXR150000.
3. FOR PROJECTS WITH 1 ACRE OR MORE OF DISTURBANCE, CONTRACTORS SUBMIT A NOI TO TCEQ AT LEAST SEVEN DAYS PRIOR TO COMMENCING CONSTRUCTION. IF APPLICABLE, A COPY OF UTILITIES ELECTRONIC SUBMITTAL, PRIOR TO COMMENCING CONSTRUCTION. ALL PRIMARY OPERATORS SHALL PROVIDE A COPY OF THE SIGNED NOI TO THE OPERATOR OF ANY MS4 (TYPICALLY THE CITY) BEFORE BEGINNING CONSTRUCTION FROM THE SITE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IF APPLICABLE, AND ANY REVISIONS. THE SWPPP SHALL BE AMENDED WHENEVER THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OR OPERATION OF ANY BMP REQUIRED BY THE SWPPP THAT MAY HAVE A SIGNIFICANT EFFECT ON THE POTENTIAL FOR DISCHARGE OF POLLUTANTS.
5. ALL CONTRACTORS AND SUBCONTRACTORS PROVIDING SERVICES RELATED TO THE SWPPP SHALL SIGN THE REQUIRED CONTRACTOR CERTIFICATION FORM BEFORE PERFORMING ANY WORK ON SITE RELATED TO THE SWPPP.
6. A COPY OF THE SWPPP, INCLUDING ANY SITE NOTICE, CONTRACTOR CERTIFICATIONS, AND ANY REVISIONS, SHALL BE SUBMITTED TO THE CITY BY THE CONTRACTOR AND SHALL BE RETAINED ON-SITE DURING CONSTRUCTION.
7. CONTRACTOR SHALL POST A NOTICE NEAR THE MAIN CONSTRUCTION ENTRANCE THAT INCLUDES WITHIN SEVEN DAYS AFTER ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND A UNIFORM VEGETATIVE COVER HAS BEEN ESTABLISHED ON ALL UNPAVED AREAS AND AREAS NOT COVERED BY STRUCTURES, A TRANSFER OF OPERATIONAL CONTROL HAS OCCURRED, OR THE CONSTRUCTION HAS BEEN OBTAINED ALTERNATIVE AUTHORIZATION UNDER A DIFFERENT PERMIT. A COPY OF THAT NOTICE SHALL BE PROVIDED TO THE OPERATOR OF ANY MS4 RECEIVING DISCHARGE FROM THE SITE.

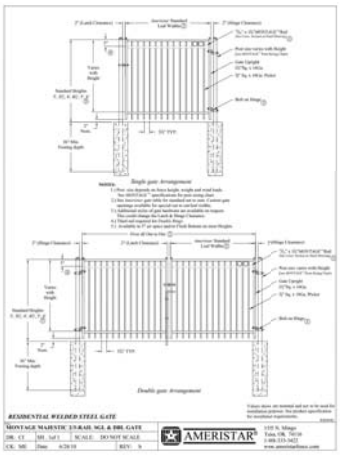
DEMOLITION:

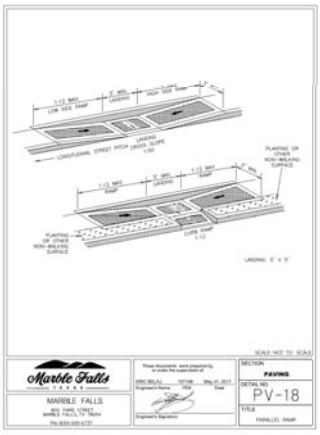
1. AN ID TEST RESPONSIBLE FOR THE MANNS AND METHODS EMPLOYED BY THE CONTRACTOR TO IMPLEMENT THIS DEMOLITION PLAN.
2. CONTRACTOR SHALL REMOVE ALL DEBRIS FROM THE PLAN SIMPLY INDICATED THE KNOWN OBJECTS ON THE SURFACE THAT THEY AND THE REMOVED FROM THE SITE.
3. KHA DOES NOT WARRANT OR REPRESENT THAT THE PLAN, WHICH WAS PREPARED BASED ON SURVEY AND UTILITY INFORMATION PROVIDED BY OTHERS, SHOWS ALL IMPROVEMENTS AND UTILITIES, THAT THE IMPROVEMENTS AND UTILITIES ARE SHOWN ACCURATELY, OR THAT THE UTILITIES SHOWN CAN BE REMOVED. THE CONTRACTOR IS RESPONSIBLE FOR PERFORMING ITS OWN SITE INVESTIGATIONS AND FOR TAKING THE PRECAUTIONS NECESSARY TO COMPLY WITH THE OWNERSHIP IMPROVEMENTS AND UTILITIES THAT ARE TO REMAIN IN SERVICE AND THE PROTECTION, OF THEIR FACILITIES.
4. THIS PLAN IS INTENDED TO BY A GENERAL GUIDE TO THE CONTRACTOR, NOTHING MORE. THE GOAL OF THE DEMOLITION IS TO LEAVE THE SITE IN A CONDITION THAT IS READY FOR THE CONSTRUCTION OF THE NEW IMPROVEMENTS. THE MEANS AND METHODS OF DEMOLITION OF IMPROVEMENTS, UTILITIES, ETC. TO ACCOMPLISH THIS GOAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.
5. CONTRACTOR IS STRONGLY CAUTIONED TO REVIEW THE FOLLOWING REPORTS DESCRIBING SITE CONDITIONS PRIOR TO BIDDING AND BEFORE BEGINNING DEMOLITION ACTIVITIES:
   a. ENVIRONMENTAL SITE ASSESSMENT PREPARED BY THE OWNER.
   b. ASBESTOS BUILDING INSPECTION REPORTED PREVIOUSLY BY THE OWNER.
   c. GEOTECHNICAL REPORT PROVIDED BY THE OWNER.
   d. OTHER REPORTS THAT ARE APPLICABLE AND AVAILABLE.
6. CONTRACTOR SHALL NOTIFY OWNER IMMEDIATELY IF EITHER ANOTHER ADDITIONAL REPORTS OR AMENDMENTS TO THE ABOVE CITED REPORTS HAVE BEEN PREPARED AND TO OBTAIN/REVIEW/COMPLY WITH THE RECOMMENDATION OF EACH SUCH REPORTS PRIOR TO STARTING ANY WORK ON THIS SITE.
7. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE, AND FEDERAL REGULATIONS REGARDING THE DEMOLITION OF OBJECTS ON THIS SITE AND THE DISPOSAL OF THE DEMOLISHED MATERIALS OFF-SITE. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO REVIEW THIS SITE, DETERMINE THE APPLICABLE REGULATIONS, RECEIVE THE REQUIRED PERMITS AND AUTHORIZATIONS, AND COMPLY.
8. KHA DOES NOT REPRESENT THAT THE REPORTED AND SUMMARIZED WITH THE OWNERSHIP IMPROVEMENTS AND UTILITIES THAT ARE TO REMAIN IN SERVICE AND THE PROTECTION, OF THEIR FACILITIES.
9. THIS PLAN IS INTENDED TO BY A GENERAL GUIDE TO THE CONTRACTOR, NOTHING MORE. THE GOAL OF THE DEMOLITION IS TO LEAVE THE SITE IN A CONDITION THAT IS READY FOR THE CONSTRUCTION OF THE NEW IMPROVEMENTS. THE MEANS AND METHODS OF DEMOLITION OF IMPROVEMENTS, UTILITIES, ETC. TO ACCOMPLISH THIS GOAL ARE THE RESPONSIBILITY OF THE CONTRACTOR.
10. CONTRACTOR IS STRONGLY CAUTIONED TO REVIEW THE FOLLOWING REPORTS DESCRIBING SITE CONDITIONS PRIOR TO BIDDING AND BEFORE BEGINNING DEMOLITION ACTIVITIES:
    a. ENVIRONMENTAL SITE ASSESS

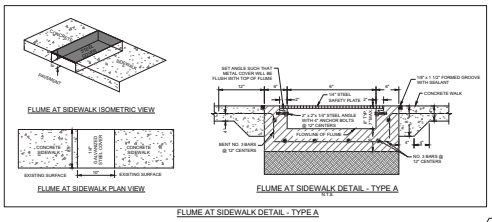


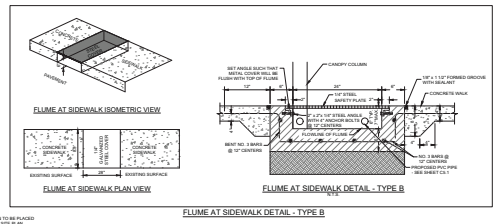


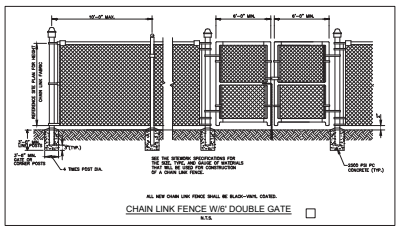


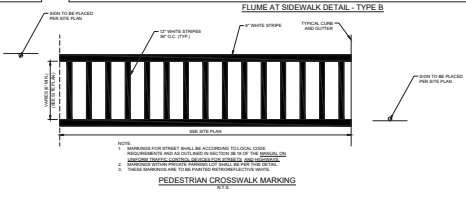


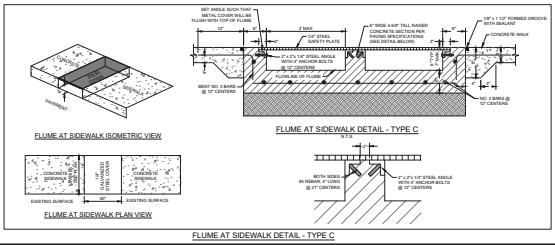






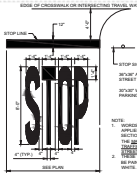








PEDESTRIAN CROSSWALK SIGN
N.T.S.



STOP SIGNAGE AND PARKING
N.T.S.



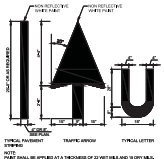
STANDARD RED AND WHITE SIGN
N.T.S.
RS-1
"DO NOT ENTER" SIGN
N.T.S.



R6-2L AND R6-2R
"ONE WAY" SIGN
N.T.S.



WHITE LEGEND RED BACKGROUND
R1-1
36"X36" "STOP" SIGN
N.T.S.



TYPICAL PAVEMENT MARKINGS
N.T.S.

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Revision /	Date

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Project:

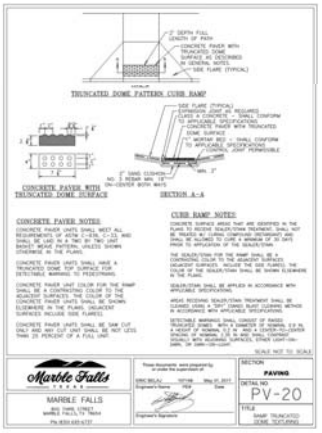
Kimley»Horn

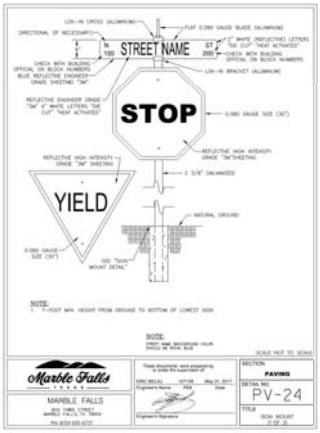
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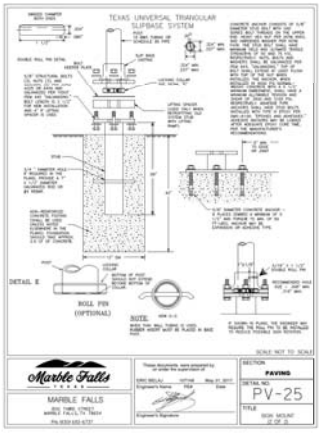
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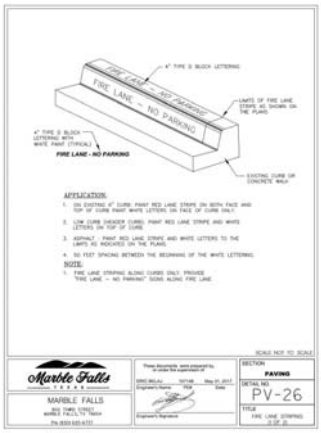
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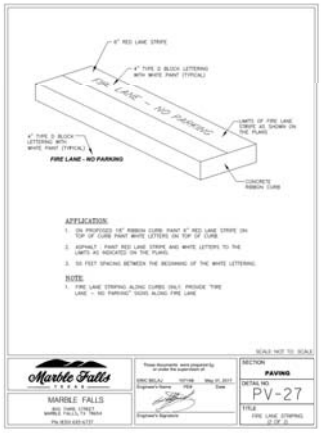
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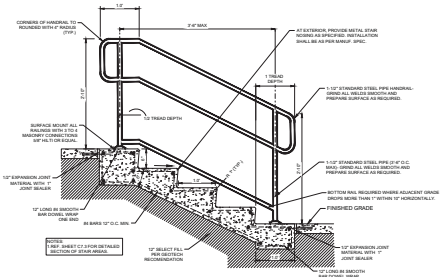




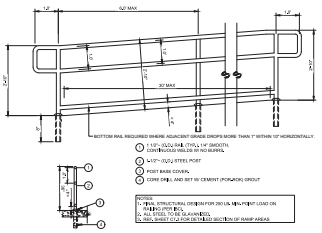




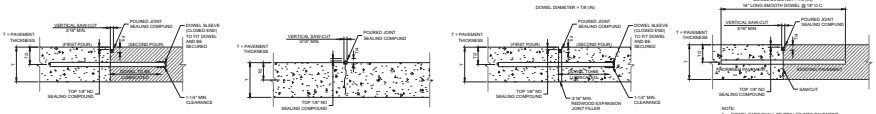




TYPICAL STAIRS WITH HANDRAIL DETAIL
N.T.S.



TYPICAL RAMP HANDRAIL DETAIL
N.T.S.



CONCRETE JOINT DETAILS

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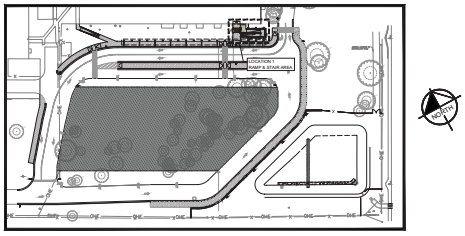
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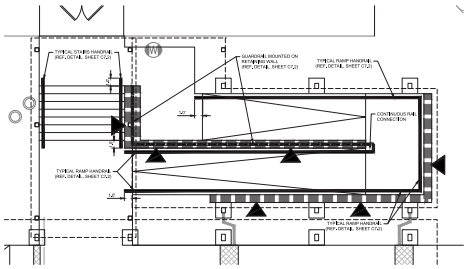
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RAMP AND STAIR LOCATION MAP

SCALE: 1" = 60'

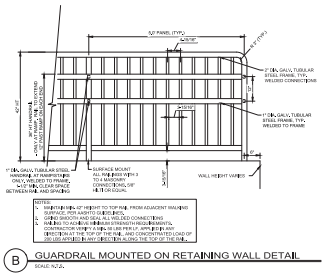


A PLAN VIEW OF RAMP AND STAIR AREA

SCALE: 1" = 5'

NOTES:
1. CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR HANDRAILS AND GUARDRAILS FOR REVIEW PRIOR TO FABRICATION.

2. ALL HANDRAILS, GUARDRAILS AND ASSOCIATED STAIRS/RAMPS SHALL BE COMPLIANT WITH 2015 IBC SECTIONS. 1011 AND 1012 AND TAS CHAPTERS 4 & 5.



B GUARDRAIL MOUNTED ON RETAINING WALL DETAIL

SCALE: N.T.S.

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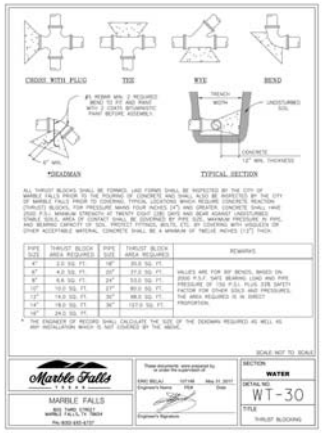
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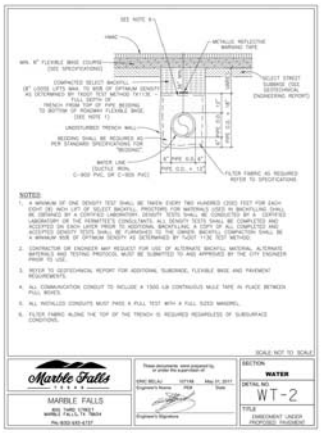
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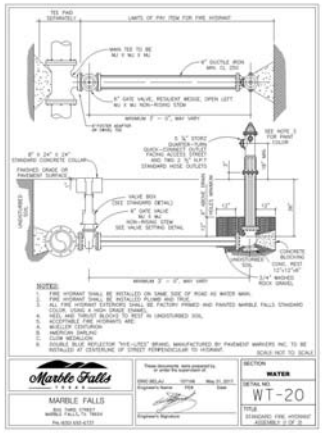
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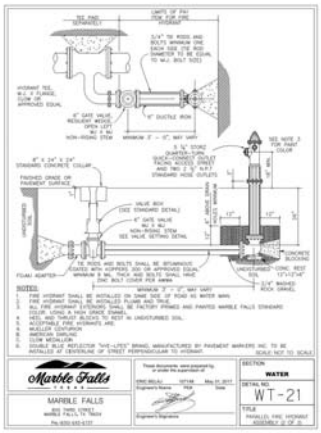
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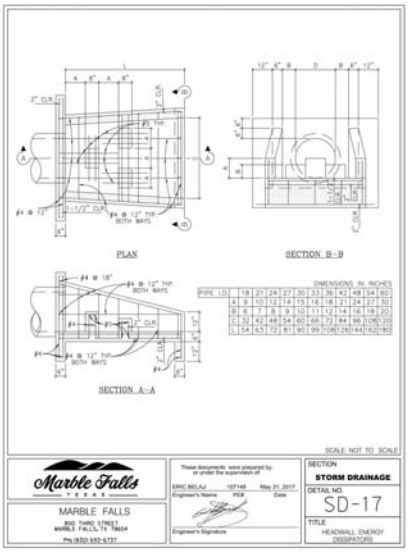
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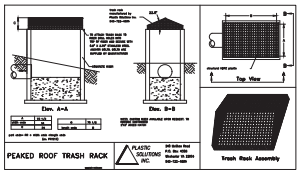
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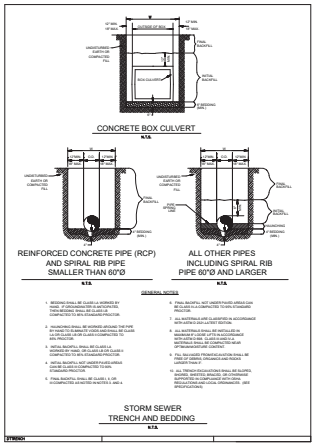
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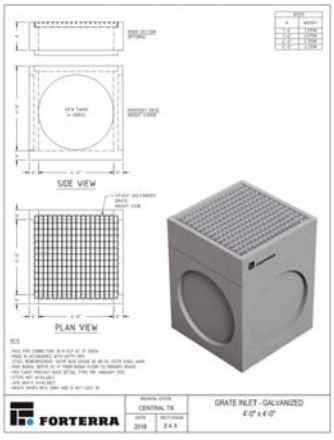
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CONSTRUCTION SPECIFICATION WIRE MESH GABIONS AND MATTRESSES

1. SCOPE
   a. THE WORK SHALL CONSIST OF FURNISHING, ASSEMBLING AND INSTALLING ROCK FILLED WIRE MESH GABION BASKETS AND MATTRESSES.
2. TYPES
   a. GABIONS SHALL CONSIST OF RECTANGULAR OR SQUARE WIRE MESH FORMED CONTAINERS ILLED WITH ROCK. GABIONS WILL CONFORM TO THE FOLLOWING. WELDED WIRE MESH WITH A UNIFORM SQUARE OR RECTANGULAR PATTERN AND A RESISTANCE WELD AT EACH INTERSECTION. THE WELDED WIRE CONNECTIONS SHALL CONFORM TO THE REQUIREMENTS OF ASTM A185, INCLUDING WIRE SMALLER THAN W1.2 (0.124 IN.); EXCEPT THAT THE WELDED CONNECTIONS SHALL HAVE MINIMUM AVERAGE SHEAR STRENGTH OF 70% AND MINIMUM SHEAR STRENGTH OF 65% OF THE MINIMUM ULTIMATE TENSILE STRENGTH OF THE WIRE. THE WIRE MESH SHALL BE GALVANIZED BEFORE FORMING INTO MESH.
   b. ASTM A74 AS MANUFACTURED BY MODULAR GABION SYSTEMS, HOUSTON, TX OR APPROVED EQUAL. APPROVAL MUST BE IN WRITING BY THE SPECIFYING ENGINEER A MINIMUM OF ONE WEEK PRIOR TO BID.

   GABIONS: GABIONS SHALL BE FURNISHED AS BASKETS OR MATTRESSES. BASKETS AND MATTRESSES SHALL BE FABRICATED WITHIN A DIMENSION TOLERANCE OF PLUS OR MINUS 5%.

   BASKETS: BASKETS HAVE A HEIGHT OF 12 INCHES OR GREATER.

   MATTRESSES: MATTRESSES HAVE A THICKNESS OF 12 INCHES AND LESS.

3. MATERIALS
   a. GABIONS SHALL BE FABRICATED, ASSEMBLED AND INSTALLED IN ACCORDANCE WITH THE NOMINAL WIRE SIZES AND DIMENSIONS FOUND IN TABLES 1 AND 2, USING THE FOLLOWING MATERIALS.
   b. WIRE FOR FABRICATION AND ASSEMBLY SHALL BE HOT-DIPPED GALVANIZED. THE WIRE SHALL HAVE A MINIMUM TENSILE STRENGTH OF 60,000 PSI. GALVANIZED STEEL WIRE SHALL CONFORM TO ASTM A 641, CLASS 3, AND SOFT TEMPER.

TABLE 1 (Minimum Requirements)
GABION BASKETS – Height 12, 18, or 36 Inches. Length as Specified

Type of Wire	Mesh Size (inches)	Wire Diameter (inches)	PVC Coating (inches)	Total Diameter (inches)	Galvanized Coating oz./SF
Lacing Wire		0.086	0.02	0.126	0.70
Welded Mesh	3 x 3	0.118	None	0.118	0.80
	3 x 3	0.105	0.02	0.145	0.80
Spiral Binder		0.105	0.02	0.145	0.80

TABLE 2 (Minimum Requirements)*
GABION MATTRESSES – Height 6, 9, or 12 Inches. Length as Specified

Type of Wire	Mesh Size (inches)	Wire Diameter (inches)	PVC Coating (inches)	Total Diameter (inches)	Galvanized Coating oz./SF
Lacing Wire		0.086	0.02	0.126	0.70
Welded Mesh	1¼ x 3	0.086	0.02	0.120	0.70
Spiral Binder		0.105	0.02	0.145	0.80

   i. THE WIRE SIZES INCLUDE THE GALVANIZING COATING THICKNESS.
   ii. WHEN POLYVINYL CHLORIDE (PVC) COATED WIRE IS SPECIFIED, THE GALVANIZED WIRE SHALL BE COATED BY THE EXTRUSION PROCESS WITH A POLYVINYL CHLORIDE COMPOUND (COLORED BLACK, GREEN OR SILVERY), AND THE INITIAL PROPERTIES OF THE PVC COATING SHALL MEET THE FOLLOWING REQUIREMENTS:
   iii. SPECIFIC GRAVITY. IN THE RANGE OF 1.30 TO 1.45, ASTM D 792.
   iv. ABRASION RESISTANCE. THE PERFORMANCE OF WEIGHT LOSS SHALL BE LESS THAN 12B, WHEN TESTED ACCORDING TO ASTM D 5262, METHOD B AT 200 CYCLES, CS0-A ABRASIVE WHEEL, 60 GM/1.
   v. BRITTLENESS TEMPERATURE, NOT HIGHER THAN 10°F, ASTM D 746.
   vi. TENSILE STRENGTH. EXTRUDED COATING (NOT LESS THAN 2,000 PSI, ASTM D 412), FUSION BONDED COATING (NOT LESS THAN 2270 PSI. AT 100 PERCENT STRAIN, ASTM D 638).
   vii. MODULUS OF ELASTICITY. EXTRUDED COATING (NOT LESS THAN 2,700 PSI. AT 100 PERCENT STRAIN, ASTM D 412). FUSION BONDED COATING (NOT LESS THAN 1980 PSI. AT 100 PERCENT STRAIN, ASTM D 638).
   viii. ULTRAVIOLET LIGHT EXPOSURE. A TEST PERIOD OF NOT LESS THAN 3,000 HOURS, USING APPARATUS TYPE C AT 63 C, ASTM G 23.
   ix. SALT SPRAY TEST. A TEST PERIOD OF NOT LESS THAN 3000 HOURS, ASTM B 117.

   AFTER THE EXPOSURE TO ULTRAVIOLET LIGHT AND THE SALT SPRAY TEST AS SPECIFIED ABOVE, THE PVC COATING SHALL NOT SHOW CRACKS, BLISTERS, SPLITS, NOR NOTICEABLE CHANGE OF COLORING (SURFACE CHALK). IN ADDITION, THE SPECIFIC GRAVITY SHALL NOT CHANGE MORE THAN SIX (6) PERCENT, RESISTANCE TO ABRASION SHALL NOT CHANGE MORE THAN TEN (10) PERCENT, AND TENSILE STRENGTH SHALL NOT CHANGE MORE THAN 25 PERCENT FROM THEIR INITIAL VALUES.

   THE WIRE SIZES SHOWN IN TABLES 1 AND 2 ARE THE SIZE OF THE WIRE ALTER GALVANIZING AND BEFORE COATING WITH PVC.

   SPIRAL BINDERS ARE THE STANDARD FASTENER FOR WELDED–MESH GABION BASKETS AND MATTRESSES, AND SHALL BE FORMED FROM WIRE MEETING THE SAME QUALITY AND COATING THICKNESS REQUIREMENTS AS SPECIFIED FOR THE GABION BASKETS AND MATTRESSES.

   ALTERNATE FASTENERS FOR USE WITH WIRE MESH GABIONS, SUCH AS RING FASTENERS, SHALL BE FORMED FROM WIRE MEETING THE SAME QUALITY AND COATING THICKNESS REQUIREMENTS AS SPECIFIED FOR THE GABIONS. TEST RESULTS MUST BE PROVIDED TO CERTIFY THAT THE RING FASTENERS PROVIDE THE JOINT STRENGTH REQUIRED.

   STANDARD FASTENERS AND ALTERNATE FASTENERS MUST PROVIDE A MINIMUM STRENGTH OF 5,400 LBS. PER FT. OF VERTICAL OR HORIZONTAL JOINT. WHEN PVC COATED WIRE IS SPECIFIED FOR USE AS FASTENERS TO INTERCONNECT GABION BASKETS OR MATTRESSES WITH PVC COATING, RING FASTENERS SHALL BE MADE OF STAINLESS STEEL, AND SPIRAL FASTENERS SHALL BE PVC COATED. ALL FASTENERS SHALL MEET ALL OF THE CLOSING REQUIREMENTS OF THE GABION MANUFACTURER.

   ROCK SHALL CONFORM TO THE QUALITY REQUIREMENTS AS FOLLOWS AND AT LEAST 80 PERCENT OF THE ROCK PARTICLES, BY WEIGHT, SHALL BE WITHIN THE PREDOMINANT ROCK SIZE RANGE. RECYCLED CONCRETE MAY BE USED IN LIEU OF THE SPECIFIED AGGREGATE AT THE ENGINEER'S DISCRETION.

Gabion Basket or Mattress Height (inches)		Predominant Rock Size (inches)	Minimum Rock Dimension (inches)	Maximum Rock Dimension (inches)
Basket	12"	4 to 8	4	8
	18"			
	36"			
Mattress	6"	3 to 5	3	5
	9"			
	12"			

   AT LEAST 30 DAYS PRIOR TO DELIVERY TO THE SITE, THE CONTRACTOR SHALL INFORM THE ENGINEER IN WRITING OF THE SOURCE FROM WHICH THE ROCK WILL BE OBTAINED, AND INCLUDE THE TEST DATA AND OTHER INFORMATION BY WHICH THE MATERIAL WAS DETERMINED BY THE CONTRACTOR TO MEET THE SPECIFICATION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER FREE ACCESS TO THE SOURCE FOR THE PURPOSE OF OBTAINING SAMPLES FOR TESTING AND SOURCE APPROVAL.

   BEDDING OR ILTER MATERIAL, WHEN SPECIFIED, SHALL MEET THE GRADATION SHOWN ON THE PLANS. GEOTEXTILE, WHEN SPECIFIED SHALL CONFORM TO THE REQUIREMENTS SPECIFIED IN THE PLANS OR THE MANUFACTURER'S RECOMMENDATION.

4. FOUNDATION PREPARATION

   THE FOUNDATION ON WHICH THE GABIONS ARE TO BE PLACED SHALL BE CUT OR ILLED AND GRADED TO THE LINES AND GRADES SHOWN ON DIE DRAWINGS. SURFACE IRREGULARITIES, LOOSE MATERIAL, VEGETATION, AND ALL FOREIGN MATTER SHALL BE REMOVED FROM FOUNDATION SURFACE AREA. WHEN ILL IS REQUIRED, IT SHALL CONSIST OF MATERIALS CONFORMING TO THE SPECIFIED REQUIREMENTS. GABIONS AND BEDDING OR SPECIFIED GEOTEXTILES SHALL NOT BE PLACED UNTIL THE FOUNDATION PREPARATION IS COMPLETED, AND THE SUBGRADE SURFACES HAVE BEEN INSPECTED AND APPROVED BY THE ENGINEER OR THE ENGINEER'S REPRESENTATIVE

   COMPACTION OF BEDDING OR ILTER MATERIAL WILL BE REQUIRED PER PLANS AND SPECIFICATIONS. THE SURFACE OF THE UNDRIED MATERIAL SHALL BE TO GRADE AND FREE OF MOUNDS, DIPS OR WINDROWS. EXTRA CARE SHOULD BE TAKEN WITH FOUNDATION PREPARATIONS IN ORDER TO ENSURE A LEVEL AND SMOOTH SURFACE. GEOTEXTILE SHALL BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE PLANS AND SPECIFICATIONS.

5. THE ASSEMBLY AND PLACEMENT OF GABIONS SHALL BE IN ACCORDANCE WITH THE FOLLOWING PROCEDURES:

   ASSEMBLY. ROTATE THE GABION PANELS INTO POSITION AND JOIN THE VERTICAL EDGES WITH FASTENERS FOR GABION ASSEMBLY. WHERE LACING WIRE IS USED, WRAP THE WIRE WITH ALTERNATING SINGLE AND DOUBLE HALF HITCHES AT INTERVALS BETWEEN FOUR (4) TO IVE (5) INCHES. WHERE SPIRAL FASTENERS ARE USED, CRIMP THE ENDS TO SECURE THE SPIRALS IN PLACE. WHERE RING TYPE ALTERNATE FASTENERS ARE USED FOR BASKET ASSEMBLY, INSTALL THE FASTENERS AT A MAXIMUM SPACING OF 6 INCHES. USE THE SAME FASTENING PROCEDURES TO INSTALL INTERIOR DIAPHRAGMS WHERE THEY ARE REQUIRED.

   INTERIOR DIAPHRAGMS WILL BE REQUIRED WHERE ANY INSIDE DIMENSION EXCEEDS THREE (3) FEET FOR GABION BASKETS THICKER THAN 12", DIAPHRAGMS WILL BE INSTALLED TO ASSURE THAT NO OPEN INTERVALS ARE PRESENT THAT EXCEEDS THREE (3) FEET. FOR BASKETS 12" OR LESS RECTANGULAR CELLS ARE ALLOWED WITH DIMENSIONS 36" IN ONE DIRECTION AND NOT TO EXCEED 72" IN THE PERPENDICULAR DIRECTION.

   PLACEMENT. PLACE THE EMPTY GABIONS ON THE FOUNDATION AND INTERCONNECT THE ADJACENT GABIONS ALONG DIE TOP, BOTTOM, AND VERTICAL EDGES USING LACING WIRE OR SPIRALS. WRAP THE WIRE WITH ALTERNATING SINGLE AND DOUBLE HALF HITCHES AT INTERVALS BETWEEN FOUR (4) TO SIX (6) INCHES. SPIRAL FASTENERS ARE COMMONLY USED FOR THE ASSEMBLY AND INTERCONNECTION OF WELDED MESH GABIONS. SPIRALS ARE SCREWED DOWN AT THE CONNECTING EDGES THEN EACH END OF THE SPIRAL IS CRIMPED TO SECURE IT IN PLACE. LACING WIRE OR SPIRALS MUST BE USED TO CONNECT ALL EDGES OF ADJACENT GABIONS AT INTERVALS NOT EXCEEDING SIX (6) INCHES. INTERCONNECT EACH LAYER OF GABIONS TO THE UNDERLYING LAYER OF GABIONS ALONG THE FRONT, BACK, AND SIDES. STAGGER THE VERTICAL JOINTS BETWEEN THE GABIONS OF ADJACENT ROWS AND LAYERS BY AT LEAST ONE-HALF OF A CELL LENGTH.

6. FILLING OPERATIONS

   AFTER ADJACENT EMPTY WIRE GABION UNITS ARE SET TO LINE AND GRADE AND COMMON SIDES PROPERLY CONNECTED, THEY SHALL BE PLACED IN STRAIGHT–LINE TENSION TO GAIN A UNIFORM ALIGNMENT. STAKING OF THE GABIONS MAY BE DONE TO MAINTAIN THE ESTABLISHED PROPER ALIGNMENT PRIOR TO THE PLACEMENT OF ROCK.

   NO TEMPORARY STAKES SHALL BE PLACED THROUGH GEOTEXTILE MATERIAL. CONNECTING LACING WIRE AND OTHER FASTENERS (AS ALLOWED) SHALL BE ATTACHED DURING THE ILLING OPERATION TO PRESERVE THE STRENGTH AND SHAPE OF THE STRUCTURE.

   INTERNAL CONNECTING CROSS–TILE WIRES SHALL BE PLACED IN EACH UNRESTRAINED GABION CELL GREATER THAN 1 FOOT IN HEIGHT. THE CONNECTING WIRES SHALL BE PLACED AT MIDHEIGHT OF THE CELL. THE CONNECTING WIRES SHALL BE PLACED CONCURRENTLY WITH ROCK PLACEMENT, AT EACH 12–INCH INTERVAL OF DEPTH.

   IN WELDED MESH GABIONS THESE CROSSTIES OR STIFFENERS WILL BE PLACED ACROSS THE CORNERS OF THE GABIONS (AT 12 INCHES FROM THE CORNERS) PROVIDING DIAGONAL BRACING. LACING WIRE OR PREFORMED WIRE STIFFENERS MAY BE USED.

   THE GABIONS SHALL BE CAREFULLY ILLED WITH ROCK, EITHER BY MACHINE OR HAND METHODS, ENSURING ALIGNMENT, AVOIDING BULGES, AND PROVIDING A COMPACT MASS THAT MINIMIZES VOIDS. AT NO POINT IN THE ILLING PROCESS MAY ROCK BE MECHANICALLY PLACED FROM A HEIGHT OF OVER 36" FROM MACHINE TO ILL. THE ILLING OPERATION SHALL BE PERFORMED IN STAGES SO THAT NO MORE THAN ONE–THIRD OF THE CELLS, IN ANY ROW SHALL BE ILLED IN STAGES SO THAT THE DEPTH OF ROCK PLACED IN ANY ONE CELL DOES NOT EXCEED THE DEPTH OF ROCK IN ANY ADJOINING CELL BY MORE THAN 12 INCHES. ALONG THE EXPOSED FACES, THE OUTER LAYER OF STONE SHALL BE CAREFULLY PLACED AND ARRANGED BY HAND TO ENSURE A NEAT, COMPACT PLACEMENT WITH A UNIFORM APPEARANCE.

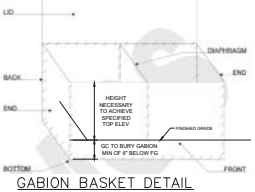
   THE LAST LAYER OF ROCK SHALL BE UNIFORMLY LEVELED TO THE TOP EDGES OF THE GABIONS. LIDS SHALL BE PLACED OVER THE ROCK ILLING USING ONLY APPROVED LID CLOSING TOOLS AS NECESSARY. THE USE OF CROWBARS OR OTHER SIMILE POINT LEVERAGE BARS FOR LID CLOSING IS PROHIBITED DUE TO THE POTENTIAL FOR DAMAGE TO THE BASKETS.

   THE GABION LID SHALL THEN BE SECURED TO THE SIDES, ENDS, AND DIAPHRAGMS WITH SPIRAL BINDERS, APPROVED ALTERNATE FASTENERS, OR LACING WIRE WRAPPED WITH ALTERNATING SINGLE AND DOUBLE HALF–HITCHES IN THE MESH OPENINGS.

   ANY DAMAGE TO THE WIRE OR COATINGS DURING ASSEMBLY, PLACEMENT AND ILLING SHALL BE REPAIRED PROMPTLY IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS OR REPLACED WITH UNDAMAGED GABION BASKETS.

MODULAR GABION SYSTEMS

Figure 1
Gabion



GABION BASKET DETAIL
GC TO INSTALL MODULAR WELDED WIRE FABRIC GABION SYSTEM BY MODULAR GABION SYSTEMS OR APPROVED EQUAL.
SYSTEM IS TO BE 3' WIDE AND OF HEIGHT REQUIRED TO ACHIEVE SPECIFIED TOP ELEVATION.

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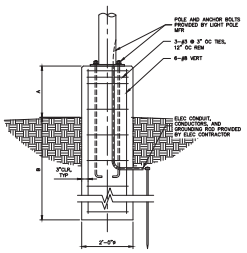
DRAINAGE DETAILS
- (SHEET 2 OF 2)

PACKAGE 1B

Job No. 017042-021	Sheet No. C7.6
Drawn By: SCM	
Date: 06/16/2016	

C:\Users\scmar\Documents\17042-021_MPHS_ARD_V17.PKG_scmar.rvt
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LIGHT POLE BASE DETAIL
SCALE: NTS

NOTES
1. CAST-IN-PLACE CONCRETE SHALL HAVE MINIMUM COMPRESSIVE STRENGTH OF 4000 PSI AT 28 DAYS.
2. ALL REINFORCING SHALL MEET ASTM A615, GRADE 60, BAR LAP, DETAILS AND SUPPORTS SHALL BE IN ACCORDANCE WITH ACI DETAILING MANUAL AND BUILDING CODE.

POLE HEIGHT	"A"	"B"
30'-0"	3'-0"	8'-0"

Date

Revision /

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Project:

Kimley»Horn

ELAINE KOOG
97743
LICENSED
REGISTERED
LANDSCAPE ARCHITECT
8/4/16

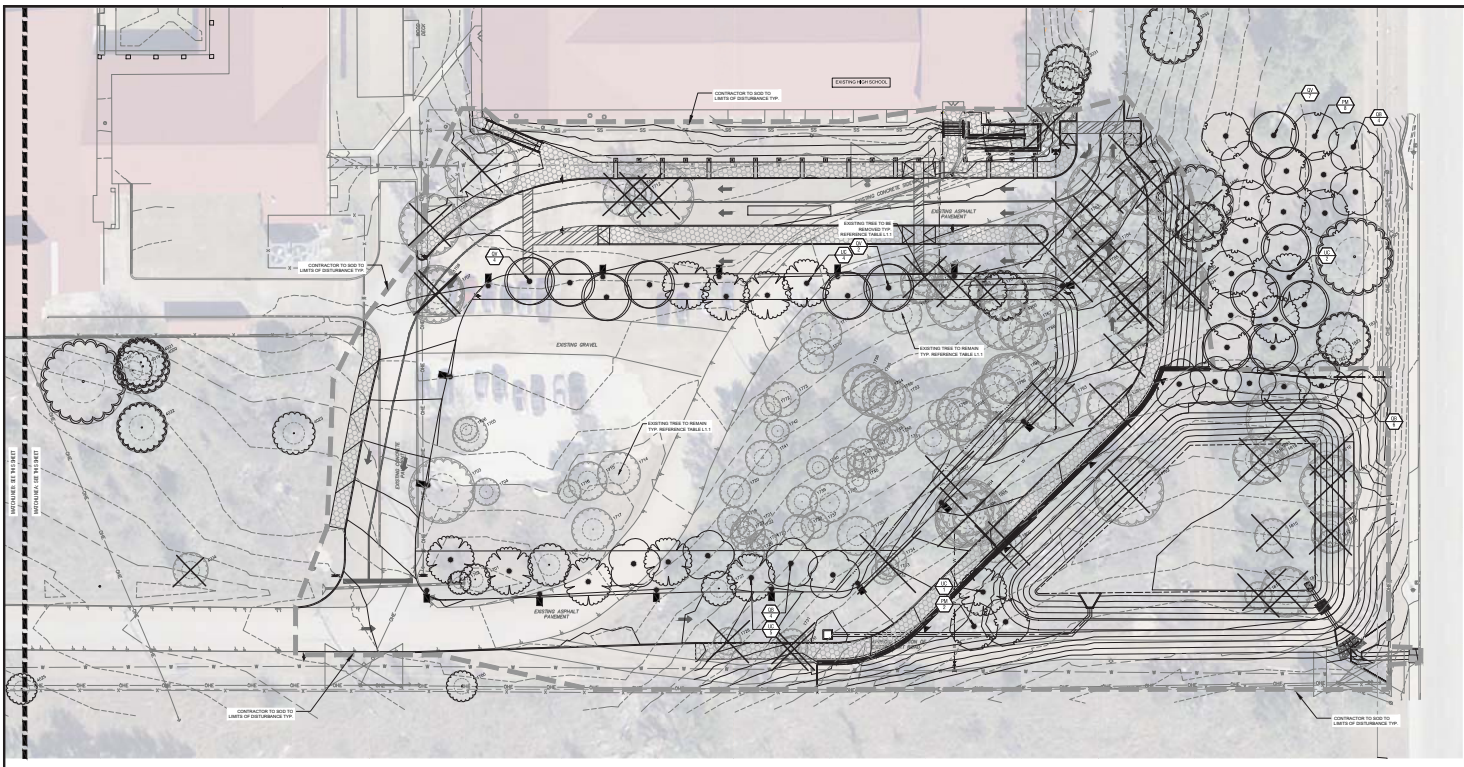
Huckabee

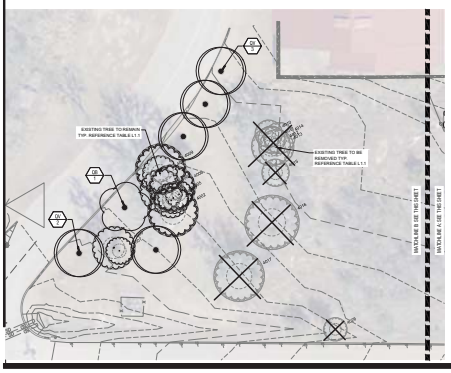
LIGHT POLE BASE DETAIL

PACKAGE 1B

Job No. 015042.401
Sheet No. C7.7
Drawn By: SCM
Date: 08.16.2016

3/21/2016 8:53:53 AM
C:\Users\scottm\Documents\15042.401_MHS_ARD_V17-PKG1-Scott's.rvt





GRAPHIC SCALE IN FEET
0 10 20 40

PLANT SCHEDULE

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL/PER	SIZE	REMARKS
	PM	10	PLATANUS MEXICANA	MEXICAN SYCAMORE	B & B	4" CAL.	8`-0" H X 3`-0" W	SINGLE STRAIGHT TRUNK, FULL AND MATCHING
	QB	15	QUERCUS BUCKLEYI	BUCKLEY OAK	B & B	4" CAL.	8`-0" H X 3`-0" W	SINGLE STRAIGHT TRUNK, FULL AND MATCHING
	QV	18	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B & B	4" CAL.	8`-0" H X 3`-0" W	SINGLE STRAIGHT TRUNK, FULL AND MATCHING
	UC	12	ULMUS CRASSIFOLIA	CEDAR ELM	B & B	4" CAL.	8`-0" HT. X 3`-0" W.	SINGLE STRAIGHT TRUNK, FULL AND MATCHING

LANDSCAPE CALCULATION

	REQUIRED	PROVIDED
SHADE TREES		
TWO SHADE TREES PER EVERY 50 LF OF STREET FRONTAGE	N/A	N/A*
STREET YARD LANDSCAPE AREA		
10' DEEP FROM LOT LINE ALONG ALL PUBLIC STREETS.		
TWO TREES FOR EVERY 300 SF OF DEFINED STREET YARD LANDSCAPE AREA	N/A	N/A*
PERIMETER PARKING LOT SCREENING		
PARKING LOTS TO BE SCREENED ALONG STREET FRONTAGE, ACCESS DRIVES, AND FROM ABUTTING PROPERTIES	N/A	N/A*
PARKING LOT LANDSCAPING		
ONE SHADE TREE PER PARKING ROW AND NO FURTHER THAN 50 FT FROM THE TREE TRUNK	N/A	N/A**
EACH INTERIOR OR ENDCAP SHALL INCLUDE GROUNDCOVER, PERENNIALS, NATIVE GRASSES, MULCH OR ACCENTED ROCK	N/A	N/A**
*PROJECT AREAS DOES NOT HAVE STREET FRONTAGE. **PROJECT DOES NOT HAVE A PARKING LOT		
TREE MITIGATION		
TOTAL MITIGATION REQUIRED (SEE TABLE SHEET (L1.1)		
TOTAL PROTECTED TREES TO BE REMOVED: 434"		
MITIGATE FOR 50% OF PROTECTED TREES: 434" / 2" = 217"	217"	220"
PLANTED 4" CALIPER TREES:217" / 4" = 55 TREES		
ALTERNATIVE FEE IN LIEU PAYMENT TO THE CITY OF MARBLE FALLS TREE REPLACEMENT FUND	217" X $150 = $32,550	

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Kimley»Horn
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6/13/2019

Huckabee

LANDSCAPE PLAN

PACKAGE 1B

015154-041	Sheet No.
Drawn By: GCM	L1.0
Date: 6/13/2019	

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TREE TABLE CALCULATIONS - BASE BID

TREE INVENTORY (updated with survey data, 04/23/2019)

Tag #	Species	Tree Code	Size (inches)	Heritage (Y/N)	Save (Y/N)	Exempt Code	Protected Trees > 50" Removed	Protected Trees > 50" Preserved	Heritage 2:1 Removed	Heritage 2:1 Preserved	Heritage 1:1 Removed	Heritage 1:1 Preserved
598	Mesquite	612	6		Y			6				
604	Oak	611	10		Y			10				
605	Oak	611	12		Y				12			
606	Oak	611	10		Y			10				
1700	Oak	611	8		Y			8				
1701	Elm	611	8		Y			8				
1702	Elm	611	8		Y			8				
1703	Oak	611	17		Y				17			
1704	Hackberry	612	7		Y			7				
1705	Hackberry	612	8		Y			8				
1706	Hackberry	612	8		Y			8				
1707	Oak	611	10		N				10			
1708	Oak	611	12		N			12				
1709	Oak	611	16		N			16				
1710	Oak	611	18		N			18				
1711	Oak	611	11		N		11					
1712	Oak	611	8		N		8					
1713	Oak	611	16		N			16				
1714	Oak	611	13		Y				13			
1715	Elm	611	10		Y			10				
1716	Elm	611	8		Y			8				
1717	Hackberry	612	11		Y			11				
1718	Oak	611	8		Y			8				
1719	Oak	611	8		Y			8				
1720	Oak	611	8		Y			8				
1721	Oak	611	7		Y			7				
1722	Oak	611	8		Y			8				
1723	Elm	611	8		Y			8				
1724	Oak	611	8		Y			8				
1725	Oak	611	7		Y			7				
1726	Oak	611	8		Y			8				
1727	Oak	611	8		Y			8				
1728	Oak	611	7		N		7					
1729	Oak	611	8		N		8					
1730	Oak	611	8		N		8					
1731	Oak	611	8		N		8					
1732	Oak	611	8		N		8					
1733	Oak	611	8		N		8					
1734	Oak	611	8		N		8					
1735	Oak	611	10		Y			10				
1736	Oak	611	10		Y			10				
1737	Elm	611	8		Y			8				
1738	Oak	611	8		Y			8				
1739	Oak	611	8		Y			8				
1740	Oak	611	8		Y			8				
1741	Oak	611	8		Y			8				
1742	Oak	611	8		Y			8				
1743	Oak	611	8		Y			8				
1744	Oak	611	8		Y			8				
1745	Oak	611	8		Y			8				
1746	Oak	611	8		Y			8				
1747	Oak	611	8		Y			8				
1748	Oak	611	8		Y			8				
1749	Oak	611	8		Y			8				
1750	Oak	611	8		Y			8				
1751	Oak	611	8		Y			8				
1752	Oak	611	11		Y			11				
1753	Oak	611	8		Y			8				
1754	Elm	611	7		Y			7				
1755	Oak	611	13		Y				13			
1756	Oak	611	13		Y				13			
1757	Oak	611	10		Y			10				
1758	Oak	611	8		N		8					
1759	Oak	611	11		N		11					
1760	Oak	611	8		N		8					
1761	Oak	611	11		N		11					
1762	Oak	611	12		Y			12				
1763	Oak	611	13		Y				13			
1764	Oak	611	10		Y			10				
1765	Oak	611	13		Y				13			
1766	Oak	611	14		Y				14			
1767	Oak	611	12		Y				12			
1768	Elm	611	8		Y		8					
1769	Oak	611	13		Y				13			
1770	Oak	611	10		N			10				
1771	Oak	611	18		N			18				
1772	Oak	611	7		Y		7					
1773	Elm	611	8		Y			8				
1774	Oak	611	11		Y			11				
1775	Mesquite	612	8		Y			8				
1776	Oak	611	8		N		8					
1777	Oak	611	7		N		7					
1778	Oak	611	8		N		8					
1779	Oak	611	8		N		8					
1780	Oak	611	10		N		10					
1781	Oak	611	16		N			16				
1782	Oak	611	13		N			13				
1783	Oak	611	10		N		10					
1784	Oak	611	16		N			16				
1785	Oak	611	8		N		8					
1786	Oak	611	12		N			12				
1787	Oak	611	8		N		8					
1788	Oak	611	10		N		10					
1789	Oak	611	16		N			16				

TREE INVENTORY (updated with survey data, 04/23/2019)

Tag #	Species	Tree Code	Size (inches)	Heritage (Y/N)	Save (Y/N)	Exempt Code	Protected Trees > 50" Removed	Protected Trees > 50" Preserved	Heritage 2:1 Removed	Heritage 2:1 Preserved	Heritage 1:1 Removed	Heritage 1:1 Preserved
1790	Oak	611	7		N		7					
1791	Oak	611	12		N			12				
1792	Oak	611	16		N			16				
1793	Oak	611	14		N			14				
1794	Oak	611	16		Y				16			
1795	Oak	611	13		Y				13			
1796	Oak	611	13		Y				13			
1797	Oak	611	13		Y				13			
1798	Elm	611	8		Y		8					
1799	Oak	611	8		Y		8					
1800	Oak	611	9		Y		9					
1801	Oak	611	11		Y			11				
1802	Oak	611	7		Y		7					
1803	Elm	611	8		Y		8					
1804	Oak	611	14		N			14				
1805	Oak	611	17		N			17				
1806	Oak	611	14		N			14				
1807	Oak	611	15		N			15				
1808	Elm	611	9		N		9					
1809	Oak	611	7		N		7					
1810	Elm	611	7		N		7					
1811	Oak	611	13		N			13				
1812	Oak	611	6		N		6					
1813	Oak	611	10		N		10					
1814	Oak	611	9		N		9					
1815	Oak	611	9		N		9					
1816	Oak	611	9		N		9					
1817	Oak	611	18		N			18				
1818	Oak	611	10		N		10					
1819	Oak	611	8		N		8					
1820	Oak	611	13		N			13				
1821	Oak	611	20		N			20				
1822	Oak	611	9		Y		9					
1823	Oak	611	7		Y		7					
1824	Oak	611	14		Y			14				
1825	Oak	611	22		Y			22				
1826	Oak	611	20		Y			20				
1827	Oak	611	11		Y			11				
1828	Oak	611	7		N		7					
1829	Oak	611	9		N		9					
1830	Oak	611	13		N			13				
1831	Oak	611	9		N		9					
1832	Oak	611	14		N			14				
1833	Oak	611	13		N			13				
1834	Oak	611	11		Y		11					
1835	Oak	611	7		Y		7					
1836	Oak	611	13		Y			13				
1837	Oak	611	9		Y		9					
1838	Oak	611	8		Y		8					
1839	Oak	611	7		Y		7					
1840	Oak	611	12		Y			12				
1841	Oak	611	11		Y		11					
1842	Oak	611	8		Y		8					
1843	Oak	611	8		Y		8					
1844	Oak	611	7		Y		7					
1845	Oak	611	12		Y			12				
1846	Oak	611	11		Y		11					
1847	Oak	611	8		Y		8					
1848	Oak	611	13		Y			13				
1849	Oak	611	7		N		7					
1850	Oak	611	10		N		10					
1851	Oak	611	9		N		9					
1852	Oak	611	11		Y			11				
1853	Oak	611	8		Y		8					
1854	Oak	611	7		N		7					
1855	Mesquite	612	8		Y		8					
1856	Oak	611	8		N		8					

	Sub Tot. Inches=	393	341	439	207	0	0	0	0	0
	Total inches by category=		606		207			0		0
	Preservation percentage=	64%		Significant Preservation:	41%			Heritage Preservation:	0%	
				Commercial (inches):	217			Heritage Mitigation (inches) Includes 2:1 ratio:	0	
								Additional Inches Preserved for Mitigation:	0	
				Exemption Codes						
				1. Tree is dead						
				2. Tree is in poor health						
				3. Tree is located within easement/R.O.W.				Additional Inches Needed to meet Mitigation Requirements:	0	

** Mitigation Trees: Unprotected sized trees to be used for mitigation calculations; subtract inches from mitigation used

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Kimley»Horn
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PHONE: (214) 489-3700 WWW.KIMLEY-HORN.COM
TEXAS REGISTERED ENGINEERING FIRM F-928

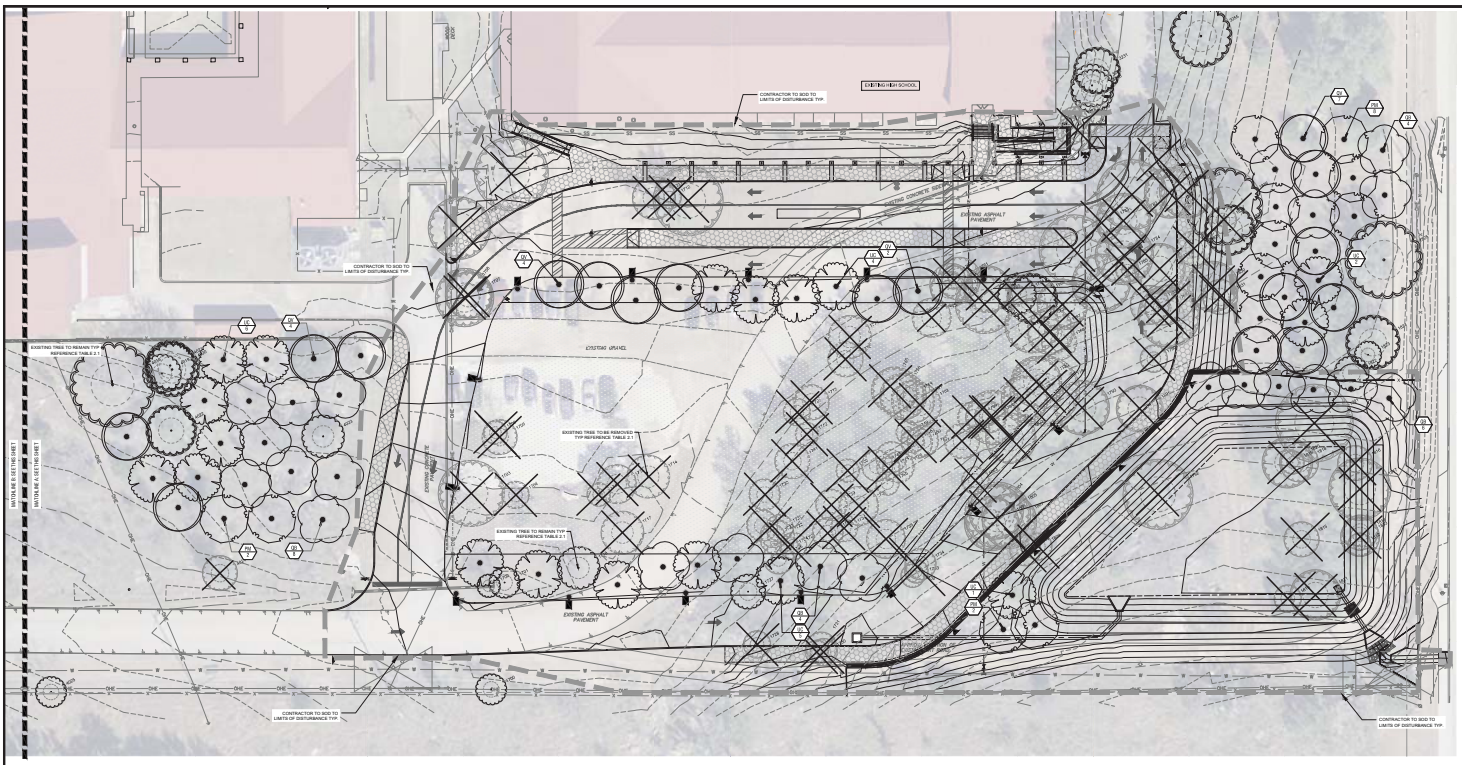
05/13/2019

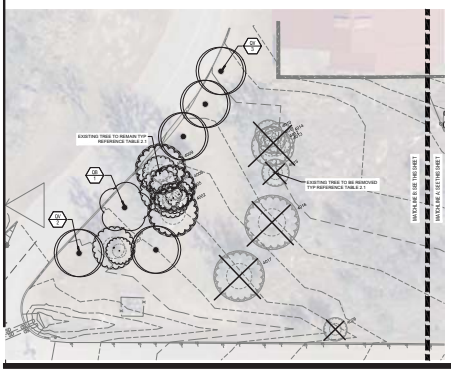
Huckabee

TREE TABLE

PACKAGE 1B

069780-015Del-act1	Sheet No.
Sheet By: DCM	L1.1
Date: 05/13/2019	





GRAPHIC SCALE IN FEET
0 10 20 40

PLANT SCHEDULE ALTERNATE BID

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CALIPER	SIZE	REMARKS
	PM	12	PLATANUS MEXICANA	MEXICAN SYCAMORE	B & B	4" CAL.	8`-0" H X 3`-0" W	SINGLE STRAIGHT TRUNK, FULL AND MATCHING
	QB	23	QUERCUS BUCKLEYI	BUCKLEY OAK	B & B	4" CAL.	8`-0" H X 3`-0" W	SINGLE STRAIGHT TRUNK, FULL AND MATCHING
	QV	22	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	B & B	4" CAL.	8`-0" H X 3`-0" W	SINGLE STRAIGHT TRUNK, FULL AND MATCHING
	UC	18	ULMUS CRASSIFOLIA	CEDAR ELM	B & B	4" CAL.	8`-0" HT. X 3`-0" W.	SINGLE STRAIGHT TRUNK, FULL AND MATCHING

LANDSCAPE CALCULATION

	REQUIRED	PROVIDED
SHADE TREES		
TWO SHADE TREES PER EVERY 50 LF OF STREET FRONTAGE	N/A	N/A*
STREET YARD LANDSCAPE AREA		
10' DEEP FROM LOT LINE ALONG ALL PUBLIC STREETS.		
TWO TREES FOR EVERY 500 SF OF DEFINED STREET YARD LANDSCAPE AREA	N/A	N/A*
PERIMETER PARKING LOT SCREENING		
PARKING LOTS TO BE SCREENED ALONG STREET FRONTAGE, ACCESS DRIVES, AND FROM ABUTTING PROPERTIES	N/A	N/A*
PARKING LOT LANDSCAPING		
ONE SHADE TREE PER PARKING ROW AND NO FURTHER THAN 50 FT FROM THE TREE TRUNK	N/A	N/A**
EACH INTERIOR OR ENDCAP SHALL INCLUDE GROUNDCOVER, PERENNIALS, NATIVE GRASSES, MULCH OR ACCENTED ROCK	N/A	N/A**
*PROJECT AREAS DOES NOT HAVE STREET FRONTAGE. **PROJECT DOES NOT HAVE A PARKING LOT		
TREE MITIGATION		
TOTAL MITIGATION REQUIRED (SEE TABLE SHEET (L2.1)		
TOTAL PROTECTED TREES TO BE REMOVED: 599"		
MITIGATE FOR 50% OF PROTECTED TREES: 599" / 2" = 300"	300"	300"
PLANTED 4" CALIPER TREES: 300" / 4" = 75 TREES		
ALTERNATIVE FEE IN LIEU PAYMENT TO THE CITY OF MARBLE FALLS TREE REPLACEMENT FUND	300" X $150 = $45,000	

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Revision / Date

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Project

Kimley»Horn

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10/13/2010

Huckabee

LANDSCAPE PLAN ALTERNATE

PACKAGE 1B

Job No. 015945-041	Sheet No. L2.0
Drawn By: GCM	
Date: 10/13/2010	

TREE TABLE CALCULATIONS - ALTERNATE BID

TREE INVENTORY (updated with survey data, 04/23/2019)

Tree #	Species	Tree Code	Size (inches)	Heritage (Y/N)	Save (Y/N)	Exempt Code	Protected Tree < 10" Removed	Protected Tree < 10" Preserved	Protected Tree > 10" Removed	Protected Tree > 10" Preserved	Heritage 2:1 Removed	Heritage 2:1 Preserved	Heritage 1:1 Removed	Heritage 1:1 Preserved	Notes
598	Mesquite	02	8		Y			8							
604	Oak	0/1	10		Y			10							
605	Oak	0/1	12		Y				12						
606	Oak	0/1	8		Y			10							
1700	Oak	0/1	8		Y			8							
1701	Oak	0/1	8		Y			8							
1702	Elm	0/1	8		Y			8							
1703	Oak	0/1	17		N				17						
1704	Hackberry	02	7		N		7								
1705	Hackberry	02	8		N		8								
1706	Hackberry	02	8		N		8								
1707	Oak	0/1	14		N				14						
1708	Oak	0/1	12		N				12						
1709	Oak	0/1	16		N				16						
1710	Oak	0/1	18		N				18						
1711	Oak	0/1	11		N		11								
1712	Oak	0/1	8		N		8								
1713	Oak	0/1	16		N				16						
1714	Oak	0/1	11		N		11								
1715	Elm	0/1	18		N		18								
1716	Elm	0/1	8		N		8								
1717	Hackberry	02	11		N		11								
1718	Oak	0/1	11		N			11							
1719	Oak	0/1	8		N		8								
1720	Oak	0/1	8		N		8								
1721	Oak	0/1	7		N		7								
1722	Oak	0/1	7		N		7								
1723	Elm	0/1	8		N		8								
1724	Oak	0/1	8		N		8								
1725	Oak	0/1	7		N		7								
1726	Oak	0/1	7		Y			8							
1727	Oak	0/1	8		Y			8							
1728	Oak	0/1	7		N		7								
1729	Oak	0/1	8		N		8								
1730	Oak	0/1	8		N		8								
1731	Oak	0/1	7		N		7								
1732	Oak	0/1	8		N		8								
1733	Oak	0/1	8		N		8								
1734	Oak	0/1	8		N		8								
1735	Oak	0/1	10		N		10								
1736	Oak	0/1	8		N		8								
1737	Elm	0/1	7		N		7								
1738	Oak	0/1	8		N		8								
1739	Oak	0/1	8		N		8								
1740	Oak	0/1	5		N		5								
1741	Oak	0/1	8		N		8								
1742	Oak	0/1	8		N		8								
1743	Oak	0/1	8		N		8								
1744	Oak	0/1	8		N		8								
1745	Oak	0/1	8		N		8								
1746	Oak	0/1	8		N		8								
1747	Oak	0/1	8		N		8								
1748	Oak	0/1	8		N		8								
1749	Oak	0/1	8		N		8								
1750	Oak	0/1	8		N		8								
1751	Oak	0/1	8		N		8								
1752	Oak	0/1	11		N		11								
1753	Oak	0/1	11		N		11								
1754	Elm	0/1	7		N		7								
1755	Oak	0/1	12		N				12						
1756	Oak	0/1	12		N				12						
1757	Oak	0/1	16		N		16								
1758	Oak	0/1	9		N		9								
1759	Oak	0/1	11		N		11								
1760	Oak	0/1	9		N		9								
1761	Oak	0/1	11		N		11								
1762	Oak	0/1	12		N				12						
1763	Oak	0/1	15		N				15						
1764	Oak	0/1	10		Y			10							
1765	Oak	0/1	13		Y				13						
1766	Oak	0/1	8		N				16						
1767	Oak	0/1	12		N				12						
1768	Elm	0/1	9		N		9								
1769	Oak	0/1	11		N				11						
1770	Oak	0/1	18		N				18						
1771	Oak	0/1	18		N				18						
1772	Oak	0/1	7		N		7								
1773	Elm	0/1	9		N		9								
1774	Oak	0/1	11		N		11								
1775	Mesquite	02	8		N		8								
1776	Oak	0/1	7		N		7								
1777	Oak	0/1	7		N		7								
1778	Oak	0/1	8		N		8								
1779	Oak	0/1	8		N		8								
1780	Oak	0/1	12		N		12								
1781	Oak	0/1	18		N				18						
1782	Oak	0/1	14		N				14						
1783	Oak	0/1	16		N		16								
1784	Oak	0/1	18		N				18						
1785	Oak	0/1	8		N		8								
1786	Oak	0/1	13		N				13						
1787	Oak	0/1	8		N		8								
1788	Oak	0/1	10		N		10								
1789	Oak	0/1	18		N				18						

TREE INVENTORY (updated with survey data, 04/23/2019)

Tree #	Species	Tree Code	Size (inches)	Heritage (Y/N)	Save (Y/N)	Exempt Code	Protected Tree < 10" Removed	Protected Tree < 10" Preserved	Protected Tree > 10" Removed	Protected Tree > 10" Preserved	Heritage 2:1 Removed	Heritage 2:1 Preserved	Heritage 1:1 Removed	Heritage 1:1 Preserved	Notes
1792	Oak	0/1	7		N			7							
1793	Oak	0/1	12		N				12						
1794	Oak	0/1	16		N				16						
1795	Oak	0/1	14		N				14						
1796	Oak	0/1	18		N				18						
1797	Oak	0/1	10		N				10						
1798	Oak	0/1	12		N				12						
1799	Elm	0/1	8		N		8								
1800	Oak	0/1	8		N		8								
1801	Oak	0/1	13		N				13						
1802	Oak	0/1	16		N				16						
1803	Elm	0/1	7		N		7								
1804	Oak	0/1	18		N				18						
1805	Oak	0/1	17		N				17						
1806	Oak	0/1	14		N				14						
1807	Oak	0/1	18		N				18						
1808	Elm	0/1	9		N		9								
1809	Oak	0/1	8		N		8								
1810	Elm	0/1	7		N		7								
1811	Oak	0/1	13		N				13						
1812	Oak	0/1	8		N		8								
1813	Oak	0/1	10		N		10								
1814	Oak	0/1	9		N		9								
1815	Oak	0/1	9		N		9								
1816	Oak	0/1	9		N		9								
1817	Oak	0/1	16		N				16						
1818	Oak	0/1	10		N		10								
1819	Oak	0/1	8		N		8								
1820	Oak	0/1	13		N				13						
1821	Oak	0/1	20		N				20						
1822	Oak	0/1	9		Y			9							
1823	Oak	0/1	7		Y			7							
1824	Oak	0/1	14		Y				14						
1825	Oak	0/1	20		Y				20						
1826	Oak	0/1	20		Y				20						
1827	Oak	0/1	13		N				13						
1828	Oak	0/1	7		N		7								
1829	Oak	0/1	9		N		9								
1830	Oak	0/1	13		N				13						
1831	Oak	0/1	9		N		9								
1832	Oak	0/1	18		N				18						
1833	Oak	0/1	13		N				13						
4000	Oak	0/1	11		Y			11							
4001	Oak	0/1	7		Y			7							
4002	Oak	0/1	13		Y				13						
4003	Oak	0/1	9		Y			9							
4004	Oak	0/1	9		Y			9							
4005	Oak	0/1	7		Y			7							
4006	Oak	0/1	12		Y				12						
4007	Oak	0/1	11		Y			11							
4008	Oak	0/1	9		Y			9							
4009	Oak	0/1	13		Y				13						
4010	Oak	0/1	7		Y		7								
4011	Oak	0/1	7		N		7								
4012	Oak	0/1	16		N		16								
4013	Oak	0/1	9		N		9								
4014	Oak	0/1	9		N		9								
4015	Oak	0/1	7		N		7								
4016	Oak	0/1	16		N				16						
4017	Oak	0/1	13		N				13						
4018	Oak	0/1	22		Y				22						
4019	Oak	0/1	7		Y			10							
4020	Oak	0/1	14		Y				14						
4021	Oak	0/1	13		N				13						
4022	Oak	0/1	13		Y				13						
4023	Oak	0/1	11		N			11							
4024	Oak	0/1	9		N		9								
4025	Mesquite	02	8		N		8								
4026	Oak	0/1	9		N										

			Sub Tot: Inches=				113	150	399	152	0	0	0	0	0
			Total inches by category=						609	761		0		0	
			Preservation percentage=				57%		Significant Preservation:		43%	Heritage Preservation:		0%	
									Commercial (inches):	399		Heritage Mitigation (inches) includes 2:1 ratio:		0	
												Administrative Preserves for Mitigation:		0	
									Exemption Codes:						
									1 - Tree is dead						
									2 - Tree is in poor health						
									3 - Tree is located within easement/R.O.W.			Additional Inches Needed to meet Mitigation Requirements:		0	

Mitigation Trees: Unprotected sized trees to be used for mitigation calculations, and tree inches from mitigation used

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MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

Kimley»Horn

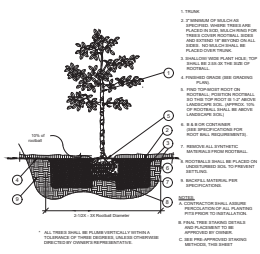
Huckabee

TREE TABLE ALTERNATE

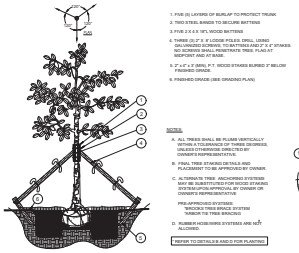
PACKAGE 1B

Sheet No. L2.1

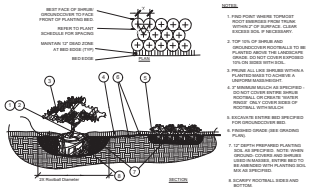
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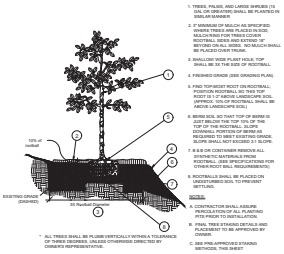
A Tree Planting
SECTION N.T.S.



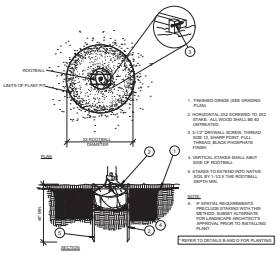
B Large Tree Staking - 100 Gal + or B&B 4" +
SECTION N.T.S.



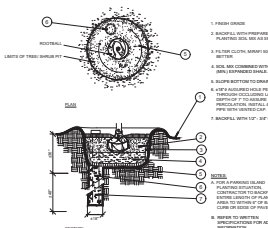
C Shrub / Groundcover Planting
PLAN / SECTION N.T.S.



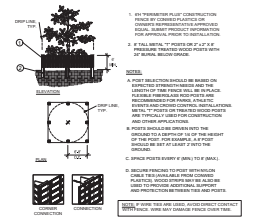
D Planting on a Slope
PLAN / SECTION N.T.S.



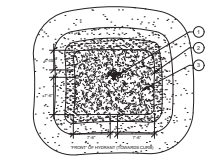
E Staking - up to 65 gal. or B&B to 3-1/2" Cal.
SECTION N.T.S.



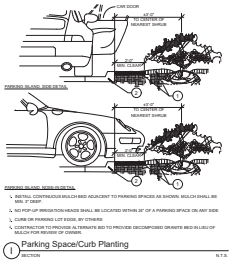
F Poor Drainage Condition
PLAN / SECTION N.T.S.



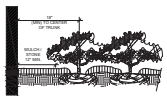
G Tree/Shrub Protector
SECTION N.T.S.



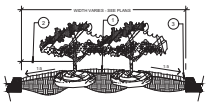
H Fire Hydrant Clear Zone
PLAN N.T.S.



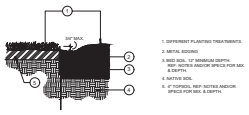
I Parking Space/Curb Planting
SECTION N.T.S.



J Plantings Adjacent to Buildings/Walls
SECTION N.T.S.



K Planted Parking Lot Islands / Medians
SECTION N.T.S.



L Steel Edging
SECTION N.T.S.

MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

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TEXAS REGISTERED ENGINEERING FIRM F-928
05/13/2019

Huckabee
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LANDSCAPE DETAILS

PACKAGE 1B

Job No. 017042-w01	Sheet No. L3.0
Sheet By: DM	
Date: 05/13/2019	

Revision / Date

Project

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GENERAL LANDSCAPE SPECIFICATIONS AND NOTES

A. SCOPE OF WORK

1. THE WORK CONSISTS OF: FURNISHING ALL LABOR, MATERIALS, EQUIPMENT, TOOLS, TRANSPORTATION, AND ANY OTHER APPURTENANCES NECESSARY FOR THE COMPLETION OF THIS PROJECT AS SHOWN ON THE DRAWINGS, AS INCLUDED IN THE PLANT LIST, AND AS HEREIN SPECIFIED.

2. WORK SHALL INCLUDE MAINTENANCE AND WATERING OF ALL CONTRACT PLANTING AREAS UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNER.

B. PROTECTION OF EXISTING STRUCTURES

ALL EXISTING BUILDINGS, WALKS, WALLS, PAVING, PIPING, OTHER SITE CONSTRUCTION ITEMS, AND PLANTING ALREADY COMPLETED OR ESTABLISHED SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED. ALL DAMAGE RESULTING FROM NEGLIGENCE SHALL BE REPAIRED OR REPLACED TO THE SATISFACTION OF THE OWNER, AT NO COST TO THE OWNER.

C. PROTECTION OF EXISTING PLANT MATERIALS OUTSIDE LIMIT OF WORK

THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL UNAUTHORIZED CUTTING OR DAMAGE TO TREES AND SHRUBS EXISTING OR OTHERWISE, CAUSED BY CARELESS EQUIPMENT OPERATION, MATERIAL STOCKPILING, ETC. THIS SHALL INCLUDE COMPACTION BY DRIVING OR PARKING INSIDE THE DRIP-LINE AND SPILLING OIL, GASOLINE, OR OTHER DELETERIOUS MATERIALS WITHIN THE DRIP-LINE. NO MATERIALS SHALL BE BURNED WHERE HEAT WILL DAMAGE ANY PLANT. EXISTING TREES KILLED OR DAMAGED SO THAT THEY ARE MISSHAPEN AND OR UNSIGHTLY SHALL BE REPLACED AT THE COST TO THE CONTRACTOR OF ONE HUNDRED DOLLARS ($100) PER CALIPER INCH ON AN ESCALATING SCALE WHICH ADDS AN ADDITIONAL TWENTY (20) PERCENT PER INCH OVER FOUR (4) INCHES CALIPER AS FIXED AND AGREED LIQUIDATED DAMAGES. CALIPER SHALL BE MEASURED SIX (6) INCHES ABOVE GROUND LEVEL FOR TREES UP TO AND INCLUDING FOUR (4) INCHES IN CALIPER AND TWELVE (12) INCHES ABOVE GROUND LEVEL FOR TREES OVER FOUR (4) INCHES IN CALIPER.

D. MATERIALS

1. GENERAL

MATERIALS LISTED BELOW SHALL BE SUBMITTED FOR APPROVAL. UPON SUBMITTALS' APPROVAL, DELIVERY OF MATERIALS MAY COMMENCE.

MATERIAL	SUBMITTAL
MULCH	PRODUCT DATA
PLANTING MIX	PRODUCT MIX PRODUCT DATA/ TEST RESULTS
PLANTS	PHOTOGRAPHS OF ONE (1) OF EACH SPECIES (OR TAGGED IN NURSERY)
FERTILIZER	PRODUCT DATA
AINOCULANT	PRODUCT DATA
HERBICIDE	PRODUCT DATA

STAKING/GUYING/FOR ALTERNATE TO DETAILS: SEND PRODUCT DATA, DETAIL
CLIENT-REQUESTED TAGGING MAY SUBSTITUTE PHOTOS.

2. PLANT MATERIALS INDICATE SIZES (HEIGHT/WIDTH) AND QUALITY PER SPEC.

A. PLANT SPECIES AND SIZE SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS. NOMENCLATURE SHALL CONFORM TO STANDARDIZED PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS, LATEST EDITION, PUBLISHED BY THE AMERICAN STANDARD NURSERY STOCK. ALL PLANTS SHALL BE HEALTHY, VIGOROUS, SOUND, WELL-BRANCHED, AND FREE OF DISEASE AND INSECTS, INSECT EGGS AND LARVAE AND SHALL HAVE ADEQUATE ROOT SYSTEMS. TREES FOR PLANTING IN ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. ALL MATERIALS SHALL BE SUBJECT TO APPROVAL BY THE OWNER. WHERE ANY REQUIREMENTS ARE OMITTED FROM THE PLANT LIST, THE PLANTS FURNISHED SHALL BE NORMAL FOR THE VARIETY. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY WITH APPROVAL FROM OWNER OR OWNER'S REPRESENTATIVE. NO SUBSTITUTIONS SHALL BE MADE WITHOUT WRITTEN PERMISSION FROM THE OWNER'S REPRESENTATIVE.

B. MEASUREMENTS: THE HEIGHT AND/OR WIDTH OF TREES SHALL BE MEASURED FROM THE GROUND OR ACROSS THE NORMAL SPREAD OF BRANCHES WITH THE PLANTS IN THEIR NORMAL POSITION. PLANTS SHALL MEET OR EXCEED THE SIZE GIVEN IN THE PLANT MATERIAL SCHEDULE. PLANTS LARGER IN SIZE THAN THOSE SPECIFIED IN THE PLANT LIST MAY BE USED IF APPROVED BY THE OWNER. IF THE USE OF LARGER PLANTS IS APPROVED, THE BALL OF EARTH OR SPREAD OF ROOTS SHALL BE INCREASED IN PROPORTION TO THE SIZE OF THE PLANT.

C. INSPECTION: PLANTS SHALL BE SUBJECT TO INSPECTION AND APPROVAL AT THE PLACE OF GROWTH, OR UPON DELIVERY TO THE SITE, AS DETERMINED BY THE OWNER, FOR QUALITY, SIZE, AND VARIETY; SUCH APPROVAL SHALL NOT IMPAIR THE RIGHT OF INSPECTION AND REJECTION AT THE SITE DURING PROGRESS OF THE WORK OR AFTER COMPLETION FOR SIZE AND CONDITION OF ROOT BALLS OR ROOTS, LATENT DEFECTS OR INJURIES. REJECTED PLANTS SHALL BE REMOVED IMMEDIATELY FROM THE SITE. NOTICE REQUESTING INSPECTION SHALL BE SUBMITTED IN WRITING BY THE CONTRACTOR AT LEAST ONE (1) WEEK PRIOR TO ANTICIPATED DATE.

E. SOIL MIXTURE (PLANTING MEDIUM, PLANTING MIX, TOPSOIL MIX)

1. ALL PLANTING BED PIT BACKFILL AREAS TO BE PREPARED USING COMPOST, SHARP SCREENED SAND AND EXPANDED SHALE BY SOIL BUILDING SOLUTIONS, LIVING EARTH, OR APPROVED EQUAL. TILL SOIL AMENDMENTS INTO EXISTING SOIL TO DEPTHS PER PLANTING DETAILS (12" DEPTH MIN). FINISHED GRADES OF PLANTING BEDS TO BE 1" BELOW FINISHED GRADE OF ADJACENT CONCRETE MOW STRIP OR AS SHOWN ON GRADING PLAN. PLANTING BED PIT SOIL SHALL BE A MIXTURE OF APPROXIMATELY 50% WEED-FREE EXISTING SOIL, 33% COMPOST, 10% EXPANDED SHALE, AND 3% SCREENED SHARP SAND. 99.5% OF THE PLANTING BED PIT SOIL PARTICLES WILL PASS THROUGH A 1/2 INCH SCREEN AND 99% OR MORE SHALL PASS THROUGH A 3/4 INCH SCREEN. COLOR TO BE A MEDIUM BROWN WITH A WEIGHT OF 1900-2250 LBS. PER CUBIC YARD (DEPENDING ON THE MOISTURE CONTENT).

2. ALL SOD AND SEED AREAS TO BE PREPARED USING COMPOST AND SHARP SCREENED SAND, BY SOIL BUILDING SOLUTIONS, LIVING EARTH, OR APPROVED EQUAL. TILL SOIL AMENDMENTS INTO EXISTING SOIL TO DEPTHS PER PLANTING DETAILS (4" DEPTH MIN.). TOPSOIL SHALL BE A MIXTURE OF APPROXIMATELY 50% WEED-FREE EXISTING SOIL, 40% COMPOST, AND 10% SCREENED SHARP SAND. TOPSOIL SHALL BE A LOAM, FINE SANDY LOAM, OR SILTY LOAM, TOPSOIL SHALL NOT BE A HEAVY CLAY SOIL. FINISH GRADE, SEEDBED, INDEED AND THOROUGHLY FINE PARTICLE SIZE SHALL BE SUCH THAT 95.5% OF THE TOPSOIL WILL PASS THROUGH A 1/2 INCH SCREEN AND 99% OR MORE SHALL PASS THROUGH A 3/4 INCH SCREEN. TOPSOIL SHALL BE REVIEWED/APPROVED BY OWNER/LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. CONTRACTOR TO SUBMIT SAMPLES IN 1 GAL. (MIN) CONTAINER.

3. THE CONTRACTOR SHALL REESTABLISH ANY ADDITIONAL DISTURBED AREAS NOT SHOWN ON THE PLANS WITH A FULL COVERING OF SOD OR SEED. THE CONTRACTOR SHALL PROVIDE 4" DEPTH (MIN) PREPARED TOPSOIL IN ALL AREAS TO RECEIVE SEED OR SOD AT NO ADDITIONAL COST.

4. TREE PLANTING PITS SHALL BE BACKFILLED WITH COMPOST BY SOIL BUILDING SOLUTIONS, LIVING EARTH OR APPROVED EQUAL AND NATIVE SOIL. THE TOP 1/3 OF EACH TREE PIT SHALL RECEIVE BACKFILL MATERIAL OF 80% WEED FREE NATIVE SOIL AND 20% COMPOST. THE BOTTOM 2/3 OF EACH TREE PIT SHALL RECEIVE BACKFILL MATERIAL OF 100% WEED FREE NATIVE SOIL.

5. EXISTING SOIL USED IN PLANT BACKFILL AND TOPSOIL PREP SHALL BE REASONABLY FREE OF STONES, LIME, LUMPS OF CLAY, ROOTS AND OTHER FOREIGN MATTER. EXISTING SOIL SHALL HAVE A MINIMUM ORGANIC COMPOSITION OF 25% AND THE ACIDITY SHALL BE BETWEEN 5.5 AND 7.0 pH. CONTRACTOR SHALL SUBMIT A 1 GAL. MINIMUM SAMPLE OF THE EXISTING SOIL TO AN APPROVED TESTING FACILITY TO VERIFY COMPOSITION, ACIDITY AND ORGANIC CONTENT.

5. IF SOIL FAILS TO ACHIEVE THE AFOREMENTIONED pH AND ORGANIC COMPOSITION QUANTITIES, THE CONTRACTOR SHALL TILL AN ADEQUATE AMOUNT OF COMPOST IN TO THE EXISTING SOIL UNTIL IT MEETS THE REQUIREMENTS PRIOR TO COMBINING WITH OTHER SPECIFIED SOIL AMENDMENTS.

6. CONTRACTOR TO SUBMIT SAMPLES OF SOIL MIXTURE AND AMENDMENTS FOR OWNER'S REPRESENTATIVE APPROVAL PRIOR TO PLANT INSTALLATION OPERATIONS COMMENCE.

7. WHERE LIME STABILIZED SOIL IS ENCOUNTERED, LAWN AREAS SHALL BE EXCAVATED TO A DEPTH OF 12". PLANT BEDS SHALL BE EXCAVATED TO A DEPTH OF 24", AND TREE PITS SHALL BE EXCAVATED TO A DEPTH OF 36", AND BACKFILLED WITH CLEAN NATIVE SOIL (E.5) AND APPROVED PLANTING SOIL (E.1-4).

F. WATER

WATER NECESSARY FOR PLANTING AND MAINTENANCE SHALL BE OF SATISFACTORY QUALITY TO SUSTAIN AN ADEQUATE PLANT GROWTH AND SHALL NOT CONTAIN HARMFUL, NATURAL OR MAN-MADE ELEMENTS DETRIMENTAL TO PLANTS. WATER MEETING THE ABOVE STANDARD SHALL BE OBTAINED ON THE SITE FROM EXISTING SOURCES IF AVAILABLE. AND THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE ARRANGEMENTS FOR ITS USE BY THE OWNER. IF SPRINKLERS, ETC., IF SUCH WATER IS NOT AVAILABLE AT THE SITE, THE CONTRACTOR SHALL PROVIDE SATISFACTORY WATER FROM SOURCES OFF THE SITE AT NO ADDITIONAL COST TO THE OWNER.

*WATERING/IRRIGATION RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

G. FERTILIZER

CONTRACTOR SHALL PROVIDE FERTILIZER APPLICATION SCHEDULE TO OWNER, AS APPLICABLE TO SOIL TYPE, PLANT INSTALLATION TYPE, AND SITE'S PROPOSED USE. SUGGESTED FERTILIZER TYPES SHALL BE ORGANIC OR OTHERWISE NATURALLY-DERIVED.

*FERTILIZER RESTRICTIONS MAY APPLY - REFER TO PROPERTY'S JURISDICTIONAL AUTHORITY.

H. MULCH

ALL PLANTING BED TO BE TOP DRESSED WITH A MINIMUM OF 3" "RUSTIC CUT HARDWOOD MULCH" BY SOIL BUILDING SOLUTIONS OR LIVING EARTH (OR APPROVED EQUAL) WITH A pH RANGE OF 6.5-8.5 AND SHALL BE FREE OF MAN-MADE FOREIGN MATTER, LUMBER, TREATED MATERIALS, PALLETS, GRASS AND LEAVES. NO PARTICLE SIZE SHOULD EXCEED 3-5" IN LENGTH.

I. DIGGING AND HANDLING

1. PROTECT ROOTS OR ROOT BALLS OF PLANTS AT ALL TIMES FROM SUN, DRYING WINDS, WATER AND FREEZING, AS NECESSARY UNTIL PLANTING. PLANT MATERIALS SHALL BE PROTECTED FROM DAMAGE DURING DELIVERY AND ON THE JOB SITE. TREES TRANSPORTED ACROSS PUBLIC THOROUGHFARES OR WHICH ARE NOT PLANTED WITHIN THREE (3) DAYS OF DELIVERY TO SITE SHALL BE SPRAYED WITH AN ANTITRANSPIRANT PRODUCT ("WILTPRUF" OR EQUAL) TO MINIMIZE TRANSPIRATIONAL WATER LOSS.

2. BALLED AND BURLAPPED PLANTS (B&B) SHALL BE DUG WITH FIRM, NATURAL BALLS OF SOIL OF SUFFICIENT SIZE TO ENCOMPASS THE FIBROUS AND FEEDING ROOTS OF THE PLANTS. NO PLANTS MOVED WITH A ROOT BALL SHALL BE PLANTED IF THE BALL IS CRACKED OR BROKEN. PLANTS BALLED AND BURLAPPED OR CONTAINER GROWN SHALL NOT BE HANDLED BY STEMS.

3. PLANTS MARKED "BR" IN THE PLANT LIST SHALL BE DUG WITH BARE ROOTS, COMPLYING WITH AMERICAN STANDARD FOR NURSERY PLANTS, CURRENT EDITION. CARE SHALL BE EXERCISED THAT THE ROOTS DO NOT DRY OUT DURING TRANSPORTATION AND PRIOR TO PLANTING.

4. PROTECTION OF PALMS (IF APPLICABLE): ONLY A MIN. OF FRONDS SHALL BE REMOVED FROM THE CROWN OF THE PALM TREES TO FACILITATE MOVING AND HANDLING. CLEAR TRUNK (CT) SHALL BE AS SPECIFIED AFTER THE MIN. OF FRONDS HAVE BEEN REMOVED. ALL PALMS SHALL BE BRACED PER PALM PLANTING DETAIL.

5. EXCAVATION OF TREE PITS SHALL BE PERFORMED USING EXTREME CARE TO AVOID DAMAGE TO SURFACE AND SUBSURFACE ELEMENTS SUCH AS UTILITIES, HARDSCAPE ELEMENTS, FOOTERS AND PREPARED SUB-BASES.

J. CONTAINER GROWN STOCK

1. ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS WHICH ARE OF GOOD QUALITY AND ARE IN A HEALTHY GROWING CONDITION.

2. AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER. CONTAINER GROWN STOCK SHALL NOT BE HANDLED BY THEIR STEMS.

3. PLANT ROOTS BOUND IN CONTAINERS ARE NOT ACCEPTABLE.

4. SUBSTITUTION OF NON-CONTAINER GROWN MATERIAL FOR MATERIAL EXPLICITLY SPECIFIED TO BE CONTAINER GROWN WILL NOT BE PERMITTED WITHOUT WRITTEN APPROVAL IS OBTAINED FROM THE OWNER OR OWNERS REPRESENTATIVE.

K. COLLECTED STOCK

WHEN THE USE OF COLLECTED STOCK IS PERMITTED AS INDICATED BY THE OWNER OR OWNER'S REPRESENTATIVE, THE MINIMUM SIZES OF ROOTBALLS SHALL BE EQUAL TO THAT SPECIFIED FOR THE NEXT LARGER SIZE OF NURSERY GROWN STOCK OF THE SAME VARIETY.

L. NATIVE STOCK

PLANTS COLLECTED FROM WILD OR NATIVE STANDS SHALL BE CONSIDERED NURSERY GROWN WHEN THEY HAVE BEEN SUCCESSFULLY RE-ESTABLISHED IN A NURSERY ROW AND GROWN UNDER REGULAR NURSERY CULTURAL PRACTICES FOR A MINIMUM OF TWO (2) GROWING SEASONS AND HAVE ATTAINED ADEQUATE ROOT AND TOP GROWTH TO INDICATE FULL RECOVERY FROM TRANSPLANTING INTO THE NURSERY ROW.

M. MATERIALS LIST

QUANTITIES NECESSARY TO COMPLETE THE WORK ON THE DRAWINGS SHALL BE FURNISHED BY THE CONTRACTOR. QUANTITY ESTIMATES HAVE BEEN MADE CAREFULLY, BUT THE LANDSCAPE ARCHITECT OR OWNER ASSUMES NO LIABILITY FOR OMISSIONS OR ERRORS. SHOULD A DISCREPANCY OCCUR BETWEEN THE PLANS AND THE PLANT LIST QUANTITY, THE LANDSCAPE ARCHITECT SHALL BE NOTIFIED FOR CLARIFICATION PRIOR TO BIDDING OR INSTALLATION. ALL DIMENSIONS AND/OR SIZES SPECIFIED SHALL BE THE MINIMUM ACCEPTABLE SIZE

N. FINE GRADING

1. FINE GRADING UNDER THIS CONTRACT SHALL CONSIST OF FINAL FINISHED GRADING OF LAWN AND PLANTING AREAS THAT HAVE BEEN ROUGH GRADED BY OTHERS. BERMING AS SHOWN ON THE DRAWINGS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR, UNLESS OTHERWISE NOTED.

2. THE CONTRACTOR SHALL FINE GRADE THE LAWN AND PLANTING AREAS TO BRING THE ROUGH GRADE UP TO FINAL FINISHED GRADE ALLOWING FOR THICKNESS OF SOD AND/OR MULCH DEPTH. THIS CONTRACTOR SHALL FINE GRADE BY HAND AND/OR WITH ALL EQUIPMENT NECESSARY INCLUDING A GRADING TRACTOR WITH FRONT-END LOADER FOR TRANSPORTING SOIL WITHIN THE SITE.

3. ALL PLANTING AREAS SHALL BE GRADED AND MAINTAINED FOR POSITIVE DRAINAGE TO SURFACE/SUBSURFACE STORM DRAIN SYSTEMS. AREAS ADJACENT TO BUILDINGS SHALL SLOPE AWAY FROM THE BUILDINGS. REFER TO CIVIL ENGINEER'S PLANS FOR FINAL GRADES.

O. PLANTING PROCEDURES

1. CLEANING UP BEFORE COMMENCING WORK: THE CONTRACTOR SHALL CLEAN WORK AND SURROUNDING AREAS OF ALL RUBBISH OR OBJECTIONABLE MATTER. ALL MORTAR, CEMENT, AND TOXIC MATERIAL SHALL BE REMOVED FROM THE SURFACE OF ALL PLANT BEDS. THESE MATERIALS SHALL NOT BE MIXED WITH THE SOIL. SHOULD THE CONTRACTOR FIND SUCH SOIL CONDITIONS BENEATH THE SOIL WHICH WILL IN ANY WAY ADVERSELY AFFECT THE PLANT GROWTH, HE SHALL IMMEDIATELY CALL IT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE. FAILURE TO DO SO BEFORE PLANTING SHALL MAKE THE CORRECTIVE MEASURES THE RESPONSIBILITY OF THE CONTRACTOR.

2. VERIFY LOCATIONS OF ALL UTILITIES, CONDUITS, SUPPLY LINES AND CABLES, INCLUDING BUT NOT LIMITED TO: ELECTRIC, GAS (LINES AND TANKS), WATER, SANITARY SEWER, STORMWATER SYSTEMS, CABLE AND TELEPHONE. PROPERLY MAINTAIN AND PROTECT EXISTING UTILITIES. CALL NATIONAL ONE CALL - 811 - TO LOCATE UTILITIES.

3. SUBGRADE EXCAVATION: CONTRACTOR IS RESPONSIBLE TO REMOVE ALL EXISTING AND IMPORTED ROCK AND ROCK SUB-BASE FROM ALL LANDSCAPE PLANTING AREAS TO A MINIMUM DEPTH OF 36". CONTRACTOR IS RESPONSIBLE TO BACKFILL THESE PLANTING AREAS TO ROUGH FINISHED GRADE WITH CLEAN TOPSOIL FROM AN ON-SITE SOURCE OR AN IMPORTED SOURCE. IF ROCK OR OTHER ADVERSE CONDITIONS OCCUR IN PLANTED AREAS AFTER 30" DEEP EXCAVATION BY THE CONTRACTOR, AND ADEQUATE PERCOLATION CAN NOT BE ACHIEVED, CONTRACTOR SHALL UTILIZE PLANTING DETAIL THAT ADDRESSES POOR DRAINAGE.

4. FURNISH NURSERY'S CERTIFICATE OF COMPLIANCE WITH ALL REQUIREMENTS AS HEREIN SPECIFIED AND REQUIRED. INSPECT AND SELECT PLANT MATERIALS BEFORE PLANTS ARE DUG AT NURSERY/GROWING SITE.

5. GENERAL: COMPLY WITH APPLICABLE FEDERAL, STATE, COUNTY, AND LOCAL REGULATIONS GOVERNING LANDSCAPE MATERIALS AND WORK. CONFORM TO ACCEPTED HORTICULTURAL PRACTICES AS USED IN THE TRADE. UPON ARRIVAL AT THE SITE, PLANTS SHALL BE THOROUGHLY WATERED AND PROPERLY MAINTAINED UNTIL PLANTED. PLANTS STORED ON-SITE SHALL NOT REMAIN UNPLANTED FOR A PERIOD EXCEEDING TWENTY-FOUR (24) HOURS. AT ALL TIMES, METHODS CUSTOMARY IN GOOD HORTICULTURAL PRACTICES SHALL BE EXERCISED.

6. THE WORK SHALL BE COORDINATED WITH OTHER TRADES TO PREVENT CONFLICTS. COORDINATE PLANTING AND IRRIGATION WORK TO ASSURE AVAILABILITY OF WATER AND PROPER LOCATION OF IRRIGATION APPURTENANCES AND PLANTS.

7. ALL PLANTING PITS SHALL BE EXCAVATED TO SIZE AND DEPTH IN ACCORDANCE WITH THE AMERICAN STANDARD FOR NURSERY STOCK, UNLESS SHOWN OTHERWISE ON THE DRAWINGS, AND BACKFILLED WITH THE PREPARED PLANTING SOIL MIXTURE AS SPECIFIED IN SECTION E. TEST ALL TREE PITS WITH WATER BEFORE PLANTING TO ASSURE PROPER DRAINAGE. PERCOLATION IS AVAILABLE. NO ALLOWANCE WILL BE MADE FOR LOST PLANTS DUE TO IMPROPER PERCOLATION. IF POOR PERCOLATION EXISTS, UTILIZE "POOR DRAINAGE CONDITION" PLANTING DETAIL. TREES SHALL BE SET PLUMB AND HELD IN POSITION UNTIL THE PLANTING MIXTURE HAS BEEN FLUSHED INTO PLACE WITH A SLOW, FULL HOSE STREAM. ALL PLANTING SHALL BE PERFORMED BY PERSONNEL FAMILIAR WITH PLANTING PROCEDURES AND UNDER THE SUPERVISION OF A QUALIFIED LANDSCAPE FOREMAN.

8. TAKE ALL NECESSARY PRECAUTIONS TO AVOID DAMAGE TO BUILDINGS AND BUILDING STRUCTURES WHILE INSTALLING TREES.

9. SOIL MIXTURE SHALL BE AS SPECIFIED IN SECTION E OF THESE SPECIFICATIONS.

10. TREES SHALL BE SET WITH ROOT BALL CENTERED IN PLANTING PIT WITH ROOT FLARE 2" ABOVE ADJACENT SOIL ELEVATION. SHRUBS SHALL BE SET STRAIGHT AT AN ELEVATION THAT AFTER SETTLEMENT, THE TOP OF ROOT BALL SHALL BE EVEN WITH TOP OF PLANTING BED. PLANTING SOIL MIXTURE SHALL BE BACKFILLED, THOROUGHLY TAMPED AROUND THE BALL, AND SETTLED BY WATER (AFTER TAMPING).

11. AMEND PINE AND OAK PLANT PITS WITH ECTOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. ALL OTHER PLANT PITS SHALL BE AMENDED WITH ENDOMYCORRHIZAL SOIL APPLICATION PER MANUFACTURER'S RECOMMENDATION. PROVIDE PRODUCT INFORMATION SUBMITTAL FOR SOLINOC SRT ADVANCED MYCORRHIZAL INOCULUM (OR EQUAL) PRIOR TO INOCULATION.

12. FILL HOLE WITH SOIL MIXTURE, MAKING CERTAIN ALL SOIL IS SATURATED. TO DO THIS, FILL HOLE WITH WATER AND ALLOW TO SOAK MINIMUM TWENTY (20) MINUTES. STIRRING IF NECESSARY TO GET SOIL THOROUGHLY WET. REPEAT IF NECESSARY UNTIL SOIL IS MORE WET SOIL MIXTURE. DO NOT COVER TOP OF BALL WITH SOIL MIXTURE, ONLY WITH MULCH. ALL BURLAP, ROPE, WIRES, BASKETS, ETC., SHALL BE REMOVED FROM THE SIDES AND TOPS OF BALLS, BUT NO BURLAP SHALL BE PULLED FROM UNDERNEATH.

13. PRUNING: TREES SHALL BE PRUNED, AT THE DIRECTION OF THE OWNER OR OWNER'S REPRESENTATIVE. TO PRESERVE THE NATURAL CHARACTER OF THE PLANT. ALL SOFT WOOD OR SUCKER GROWTH AND ALL BROKEN OR BADLY DAMAGED BRANCHES SHALL BE REMOVED WITH A CLEAN CUT. ALL PRUNING TO BE PERFORMED BY LICENSED ARBORIST, IN ACCORDANCE WITH ANSI A-300.

14. SHRUBS AND GROUND COVER PLANTS SHALL BE EVENLY SPACED IN ACCORDANCE WITH THE DRAWINGS AND AS INDICATED ON THE PLANT LIST. CULTIVATE ALL PLANTING AREAS TO A MINIMUM DEPTH OF 12", REMOVE AND DISPOSE ALL DEBRIS AND MIX TO ACHIEVE SOIL MIXTURE AS SPECIFIED IN SECTION E. THOROUGHLY WATER ALL PLANTS AFTER INSTALLATION.

15. TREE GUYING AND BRACING SHALL BE INSTALLED BY THE CONTRACTOR IN ACCORDANCE WITH THE PLANS TO INSURE STABILITY AND MAINTAIN TREES IN AN UPRIGHT POSITION. IF THE CONTRACTOR AND OWNER DECIDE TO WAIVE THE TREE GUYING AND BRACING, THE OWNER SHALL NOTIFY THE LANDSCAPE ARCHITECT IN WRITING AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE LANDSCAPE ARCHITECT IN THE EVENT UNSUPPORTED TREES PLANTED UNDER THIS CONTRACT FALL AND DAMAGE PERSON OR PROPERTY.

16. MULCHING: PROVIDE A THREE INCH (MINIMUM) LAYER OF SPECIFIED MULCH OVER THE ENTIRE AREA OF EACH SHRUB BED, GROUND COVER, VINE BED, AND TREE PIT PLANTED UNDER THIS CONTRACT.

17. HERBICIDE WEED CONTROL: ALL PLANT BEDS SHALL BE KEPT FREE OF NOXIOUS WEEDS UNTIL FINAL ACCEPTANCE OF WORK. IF DIRECTED BY THE OWNER, "ROUND-UP" SHALL BE APPLIED FOR WEED CONTROL BY QUALIFIED PERSONNEL TO ALL PLANTING AREAS IN SPOT APPLICATIONS PER MANUFACTURER'S PRECAUTIONS AND SPECIFICATIONS. PRIOR TO FINAL INSPECTION, TREAT ALL PLANTING BEDS WITH AN APPROVED PRE-EMERGENT HERBICIDE AT AN APPLICATION RATE RECOMMENDED BY THE MANUFACTURER. (AS ALLOWED BY JURISDICTIONAL AUTHORITY)

P. LAWN SODDING/ SEEDING

1. THE WORK CONSISTS OF LAWN BED PREPARATION, SOIL PREPARATION, AND SODDING COMPLETE, IN STRICT ACCORDANCE WITH THE SPECIFICATIONS AND THE APPLICABLE DRAWINGS TO PRODUCE A TURF GRASS LAWN ACCEPTABLE TO THE OWNER.

2. LAWN BED PREPARATION: ALL AREAS THAT ARE TO BE SODDED SHALL BE CLEARED OF ANY ROUGH GRASS, WEEDS, DEBRIS, HAVE SOIL PREPARED PER SECTION E, AND THE GROUND BROUGHT TO AN EVEN GRADE. THE ENTIRE SURFACE SHALL BE ROLLED WITH A ROLLER WEIGHING NOT MORE THAN ONE-HUNDRED (100) POUNDS PER FOOT OF WIDTH. DURING THE ROLLING, ALL DEPRESSIONS CAUSED BY SETTLEMENT SHALL BE FILLED WITH ADDITIONAL SOIL, AND THE SURFACE SHALL BE REGRADED AND ROLLED UNTIL PRESENTING A SMOOTH AND EVEN FINISH TO THE REQUIRED GRADE.

3. SOIL PREPARATION: ALL SOIL TO BE PREPARED PER SECTION E.

4. SODDING:

A. THE CONTRACTOR SHALL SOD ALL AREAS THAT ARE NOT PAVED OR PLANTED AS DESIGNATED ON THE DRAWINGS WITHIN THE CONTRACT LIMITS, UNLESS SPECIFICALLY NOTED OTHERWISE.

B. THE SOD SHALL BE CERTIFIED TO MEET AMERICAN STANDARD FOR NURSERY STOCK SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE, AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND.

C. SOD PANELS SHALL BE LAID TIGHTLY TOGETHER SO AS TO MAKE A SOLID SODDED LAWN AREA. SOD SHALL BE LAID UNIFORMLY AGAINST THE EDGES OF ALL CURBS AND OTHER HARDSCAPE ELEMENTS, PAVED AND PLANTED AREAS. ADJACENT TO BUILDINGS, A 24 INCH STONE / MULCH STRIP SHALL BE PROVIDED - REFER TO DETAILS. IMMEDIATELY FOLLOWING SOD LAYING, THE LAWN AREAS SHALL BE ROLLED WITH A LAWN ROLLER CUSTOMARILY USED FOR SUCH PURPOSES, AND THEN THOROUGHLY IRRIGATED. IF, IN THE OPINION OF THE OWNER, TOP-DRESSING IS NECESSARY AFTER ROLLING TO FILL THE VOIDS BETWEEN THE SOD PANELS AND TO EVEN OUT INCONSISTENCIES IN THE SOD, CLEAN SAND, AS APPROVED BY THE OWNER'S REPRESENTATIVE, SHALL BE UNIFORMLY SPREAD OVER THE ENTIRE SURFACE OF THE SOD AND THOROUGHLY WATERED IN. FERTILIZE INSTALLED SOD AS ALLOWED BY PROPERTY'S JURISDICTIONAL AUTHORITY.

D. CONTRACTOR SHALL REFERENCE PLANTING SCHEDULE FOR SEEDING VARIETY AND RATES.

E. IF SEED INSTALLATION FALLS BETWEEN SEPTEMBER 16TH AND MARCH 14TH, THE CONTRACTOR SHALL INSTALL EITHER SOD OR A COLD SEASON VARIETY SEED MIX, SUCH AS WINTER RYE. IF A COOL SEASON VARIETY MIX IS INSTALLED BETWEEN SEPTEMBER 16TH AND MARCH 14TH, THE CONTRACTOR SHALL RESEED THE AREA WITH THE ORIGINAL SPECIFIED SEED MIX PER THE PLANS AND SPECIFICATIONS BETWEEN MARCH 15TH AND SEPTEMBER 15TH.

1. DURING DELIVERY, PRIOR TO, AND DURING THE PLANTING OF THE LAWN AREAS, THE SOD PANELS SHALL AT ALL TIMES BE PROTECTED FROM EXCESSIVE DRYING AND UNNECESSARY EXPOSURE OF THE ROOTS TO THE SUN. ALL SOD SHALL BE STACKED SO AS NOT TO BE DAMAGED BY SWEATING OR EXCESSIVE HEAT AND MOISTURE.

2. LAWN MAINTENANCE:

A. WITHIN THE CONTRACT LIMITS, THE CONTRACTOR SHALL PRODUCE A DENSE, WELL ESTABLISHED LAWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REPAIR AND RE-SODDING OF ALL ERODED, SUNKEN OR BARE SPOTS (LARGER THAN 12"X12") UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNERS REPRESENTATIVE. REPAIRED SODDING SHALL BE ACCOMPLISHED AS IN THE ORIGINAL WORK (INCLUDING REGRADING IF NECESSARY).

B. CONTRACTOR RESPONSIBLE FOR ESTABLISHING AND MAINTAINING SOD/LAWN UNTIL ACCEPTANCE BY THE OWNER'S REPRESENTATIVE. PRIOR TO AND UPON ACCEPTANCE, CONTRACTOR TO PROVIDE WATERING/IRRIGATION SCHEDULE TO OWNER. OBSERVE ALL APPLICABLE WATERING RESTRICTIONS AS SET FORTH BY THE PROPERTY'S JURISDICTIONAL AUTHORITY.

C. CONTRACTOR SHALL REESTABLISH 95% (MIN) COVERAGE FOR ALL DISTURBED AREAS OF VEGETATION WITHIN 60 DAYS OF SUBSTANTIAL COMPLETION. CONTRACTOR SHALL PROVIDE SEED AND/OR SOD THAT MATCHES THE ADJACENT LAWN AREA.

Q. CLEANUP

UPON COMPLETION OF ALL PLANTING WORK AND BEFORE FINAL ACCEPTANCE, THE CONTRACTOR SHALL REMOVE ALL MATERIAL, EQUIPMENT AND DEBRIS RESULTING FROM HIS WORK. ALL PAVED AREAS SHALL BE BROOM-CLEANED AND THE SITE LEFT IN A NEAT AND ACCEPTABLE CONDITION AS APPROVED BY THE OWNERS AUTHORIZED REPRESENTATIVE.

R. PLANT MATERIAL MAINTENANCE

ALL PLANTS AND PLANTING INCLUDED UNDER THIS CONTRACT SHALL BE MAINTAINED BY WATERING, CULTIVATING, SPRAYING, AND ALL OTHER OPERATIONS (SUCH AS RE-STAKING OR REPAIRING GUY SUPPORTS) NECESSARY TO INSURE A HEALTHY PLANT CONDITION BY THE CONTRACTOR UNTIL CERTIFICATION OF ACCEPTABILITY BY THE OWNERS REPRESENTATIVE. MAINTENANCE AFTER THE CERTIFICATION OF ACCEPTABILITY SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS IN THIS SECTION. CONTRACTORS ARE REQUESTED TO PROVIDE A BID ESTIMATE TO COVER LANDSCAPE AND

PROPERTY DESCRIPTION

1) OWNER INFORMATION
   A. NAME: MARBLE FALLS ISD
   B. ADDRESS: 1000 COLT CIRCLE, MARBLE FALLS, TX 78654

2) PROPERTY INFORMATION
   A. NAME: MARBLE FALLS HIGH SCHOOL
   B. ADDRESS: 2101 BUSTAMANTE, MARBLE FALLS, TX 78654

3) LEGAL DESCRIPTION
   MARBLE FALLS HIGH SCHOOL, NEW BUS LOOP AND CANOPIES

GENERAL SITE NOTES

1) ALL SITE INFORMATION INCLUDING, BUT NOT LIMITED TO, PROPERTY LINES, METES & BOUNDS, CONTOURS, EXISTING BUILDINGS, EASEMENTS, TREES, WALKS, DRIVES, FENCES ETC., TAKEN FROM SURVEY BY:

KIMLEY-HORN AND ASSOCIATES
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TX 78216
PHONE (210) 541-9166

2) HUCKABEE AND ASSOCIATES, INC. ALONG WITH THEIR CONSULTANTS HAVE LOCATED, SHOWN, AND NOTED EXISTING SITE FEATURES INCLUDING BUT NOT LIMITED TO PROPERTY LINES, METES AND BOUNDS, SENSE LOCATIONS, EXISTING STRUCTURES, EASEMENTS, TREES, SIGNS, SIDEWALKS, DRIVES, FENCES, UNDERGROUND UTILITIES, AND OTHER EXISTING FEATURES TO THE BEST OF OUR ABILITY BASED UPON OWNER PROVIDED SURVEYS, EXISTING CONSTRUCTION DOCUMENTS AND OTHER EXISTING DATA SOURCES. HOWEVER, HUCKABEE AND ASSOCIATES, INC. OR THEIR ASSOCIATES, INC. NOR THEIR CONSULTANTS SHALL ASSUME ANY RESPONSIBILITY OR LIABILITIES IN REGARD TO THE ACCURACY OF THE ABOVE MENTIONED OWNER PROVIDED DATA.

3. IF THE CONTRACTOR FINDS ANY DISCREPANCY BETWEEN EXISTING CONDITIONS AND THE INFORMATION SHOWN ON THE PLANS, HE SHALL IMMEDIATELY CONTACT THE ARCHITECT.

4) THE CONTRACTOR SHALL MAKE ARRANGEMENTS WITH ALL UTILITY ENTITIES TO LOCATE AND MARK ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION.

5) THE CONTRACTOR SHALL VISIT THE SITE AND BECOME FAMILIAR WITH ALL EXISTING CONDITIONS.

6) FINISH GRADE AT PERIMETER OF THE BUILDING SHALL BE AS SHOWN ON SITE GRADING PLAN. REF. CIVIL DRAWINGS. SITE GRADES SHALL SLOPE UNIFORMLY AWAY FROM THE BUILDING AND INTERFACE WITH ELEVATIONS SHOWN.

7) REF. CIVIL DRAWINGS FOR ALL SITE DIMENSIONS

8) MAKE ALL SLOPES OF WALKS AND GRADES COMPLY WITH FINISH ELEVATION SHOWN ON CIVIL DRAWINGS. THE LINE OF SLOPE SHALL FORM STRAIGHT LINES BETWEEN FINISH ELEVATIONS WHEN POSSIBLE AND GRADING CONTOURS WHEN STRAIGHT LINES ARE NOT POSSIBLE. VERIFY ALL ELEVATIONS AND DIMENSIONS WITH ARCHITECT ON JOB. REF. CIVIL.

9) ALL WALKS AND PLAZAS SHALL BE REINFORCED CONCRETE - REF. CIVIL FOR DETAILS. PROVIDE 1/2" EXPANSION JOINT AS SHOWN BY CIVIL OR AT 20'-0" O.C. MAX. AND AT ALL INSIDE CORNERS. PROVIDE TOOLED CONTROL JOINTS AT 5'-0" O.C.B.W. MAX OR AS SHOWN. SEE CIVIL FOR TYPICAL WALK AND JOINT DETAILS.

10) PROVIDE 1/2" EXPANSION JOINT ALONG BUILDING FOUNDATION OR BRICK WHERE CONCRETE WALK IS PRESENT. REF. CIVIL DRAWINGS FOR TYPICAL DETAIL.

11) PROVIDE 1/2" EXPANSION JOINT ALONG BACK OF CONCRETE CURB WHERE WALK IS PRESENT. REF. CIVIL DRAWINGS FOR CURB DETAILS

12) CONTRACTOR SHALL REMOVE ALL EXISTING OBSTRUCTIONS TO NEW CONSTRUCTION, PAVING, WALKS, AND ALL OTHER SITE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO EXISTING TREES, FENCES, CONCRETE, ROCKS, SIGNS, POSTS, VEGETATION, UTILITIES (AS NOTED), AND OTHER ITEMS AS NOTED FOR CONSTRUCTION.

13) REF. ELECTRICAL DRAWINGS FOR OUTDOOR LIGHTING REQUIREMENTS.

14) REF. CIVIL DRAWINGS FOR SITE GRADING PLAN, SITE UTILITY PLAN (INCLUDING FIRE HYDRANT LOCATIONS), EROSION CONTROL PLANS, AND CURB AND PAVING REQUIREMENTS AND DETAILS.

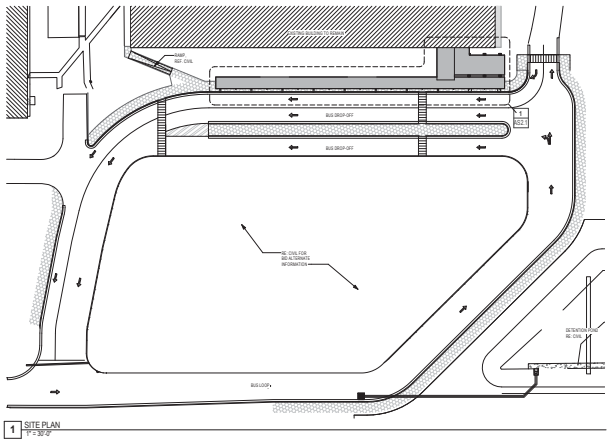
15) REF. CIVIL SHEETS FOR SITE GRADING CONTOURS. CONTRACTOR SHALL MAKE ALL CUTS AND FILLS REQUIRED TO ACCOMPLISH ALL WORK SHOWN. GRADE SITE TO TOLERANCES SPECIFIED.

16) REF. CIVIL DRAWINGS FOR THICKNESSES AND LOCATIONS OF ALL TYPES OF PAVING.

17) FIRE LANE STRIPING SHALL COMPLY WITH CITY OF MARBLE FALLS REQUIREMENTS AND NFPA.

18) REFER TO SPECIFICATIONS / PROJECT MANUAL FOR ADDITIONAL INFORMATION AND REQUIREMENTS.

GENERAL SITE NOTES



1 SITE PLAN
1" = 30'-0"

PLAN
N

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Revision / Date

Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
FOR
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

REGISTERED ARCHITECT
STATE OF TEXAS
9/4/19

Huckabee

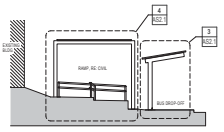
ARCHITECTURAL SITE PLAN

PACKAGE 1B

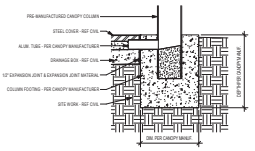
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09/06/2019	

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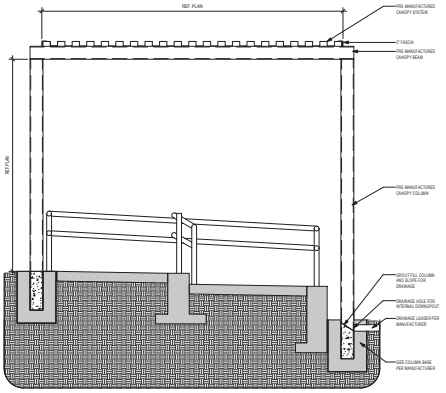
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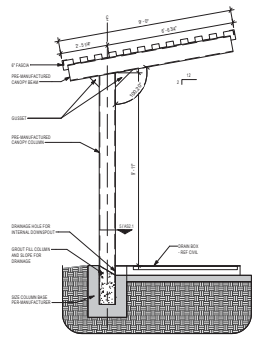
8 REFERENCE SECTION
1/8" = 1'-0"



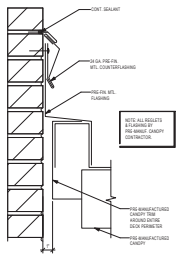
7 CANOPY FOOTING SECTION DETAIL
3/4" = 1'-0"



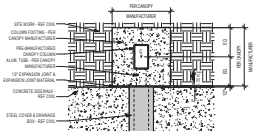
4 PEDESTRIAN CANOPY SECTION
1/2" = 1'-0"



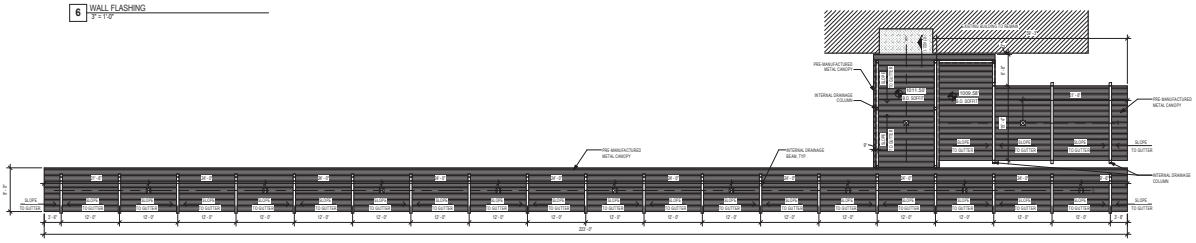
3 BUS CANOPY SECTION
1/2" = 1'-0"



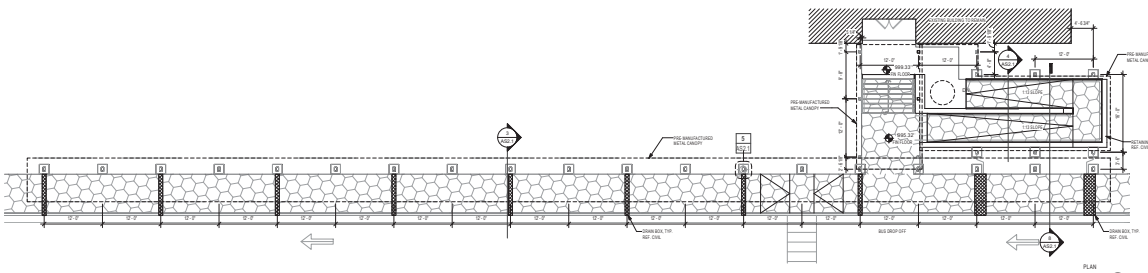
6 WALL FLASHING
3" = 1'-0"



5 BUS CANOPY FOOTING PLAN DETAIL
3/4" = 1'-0"



2 CANOPY RCP
1/8" = 1'-0"



1 CANOPY PLAN
1/8" = 1'-0"

PLAN N

METAL SOFFIT

LIGHT FIXTURES - REF. ELECTRICAL DRAWINGS

REFLECTED CEILING LEGEND

1) COORDINATE REFLECTED CEILING PLANS WITH ELECTRICAL DRAWINGS TO AVOID CONFLICTS. VERIFY EXACT MOUNTING LOCATIONS OF ALL CEILING MOUNTED EQUIPMENT PRIOR TO INSTALLATION. CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR VERIFYING ALL ITEMS AND EQUIPMENT IN CEILING.

2) ALL ELECTRICAL CONDUIT TO BE ROUTED AT TOP OF DECK. PENETRATE ONLY FOR CONNECTION TO LIGHT FIXTURES USING WATER TIGHT CONNECTORS.

3) ALL LIGHT FIXTURES TO BE FITTED WITH BAFFLES TO SEAL GAPS BETWEEN FIXTURE AND DECK.

REFLECTED CEILING PLAN GENERAL NOTES

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Project:
MARBLE FALLS HIGH SCHOOL
PARKING AND DRIVES
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PRE-MANUFACTURED CANOPY DETAILS

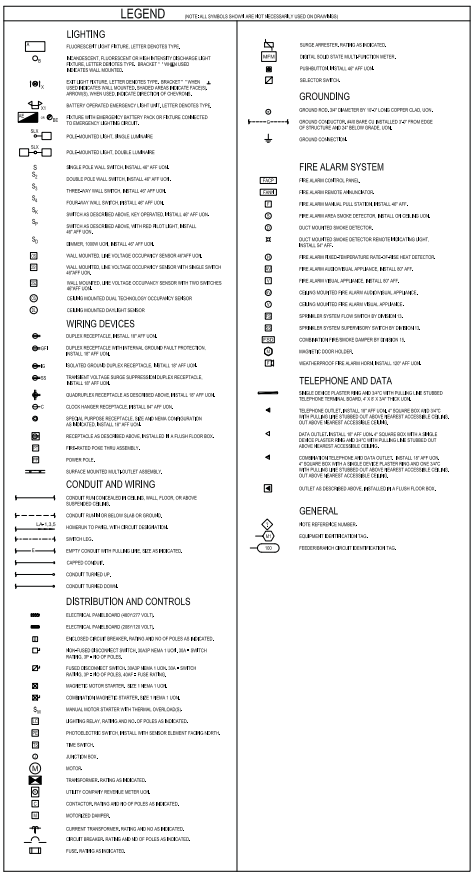
PACKAGE 1B

Job No. 1706.01.01 | Sheet No. AS2.1

Drawn By: PS

Date: 10/16/2018

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Date

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Project:

PARKING AND DRIVE
TO
MARBLE FALLS HIGH SCHOOL
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

ENGINEERING, INC.
3200 Bee Cave Road, Suite 710
Austin, Texas 78746
512.327.6008
TBPE Firm No. F-2165
TBPLS Firm No. 10194382

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LEGEND AND ABBREVIATIONS

PACKAGE 1B

Job No.: 17047.001

Sheet No.: E001

Drawn By: EV

Date: 05/14/2019

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LIGHT FIXTURE SCHEDULE

TYPE	MANUFACTURER	MODEL	LAMP	COLOR TEMP	VOLTAGE	LOAD (VA)	LUMENS	DISTRIBUTION TYPE	MOUNTING	DESCRIPTION	NOTES
S1	PHILIPS SIGNIFY	SVFG-14SL-NW-G2-SB4-IR-UNV-F1-SPD-WH-EXC	LED	4000 K	UNV	22	2,223	1R	SURFACE	SURFACE-MOUNTED LED CANOPY LIGHT, WET LOCATION LISTED, WITH INTERNAL TIME DELAY FUSING AND 20KV/10KA SPD	2
S1E	PHILIPS SIGNIFY	SVFG-14SL-NW-G2-SB4-IR-EBPC-UNV-F1-SPD-WH-EXC	LED	4000 K	UNV	22	2,223	1R	SURFACE	SAME AS S1, WITH -20°C EMERGENCY BATTERY PACK.	2
S1G	PHILIPS SIGNIFY	ECF-S-48L-1A-NW-G2-AR-3-277-DCC-FP1-SPD-RPA-MDY	LED	4000 K	277	159	18,581	3	35' POLE	SINGLE-LUMINAIRE, POLE-MOUNTED LED AREA LIGHT, WITH DUAL CIRCUIT CONTROL, POLE-MOUNT FUSING AND 20KV/20KA SPD.	1
S1T	PHILIPS SIGNIFY	ECF-S-48L-1A-NW-G2-AR-3-277-DCC-FP1-SPD-RPA-MDY	LED	4000 K	277	159	18,581	3	35' POLE	DOUBLE-LUMINAIRE, POLE-MOUNTED LED AREA LIGHT, WITH DUAL CIRCUIT CONTROL, POLE-MOUNT FUSING AND 20KV/20KA SPD. MOUNT LUMINAIRES AT 90°.	1

1) FURNISH AND INSTALL 35' TAPERED ALUMINUM POLE WITH VIBRATION DAMPER AND HANDHOLE, HAPCO MODEL RTA35F084-GC.
2) REFER TO FIXTURE MANUFACTURER'S GUIDELINES FOR FUSE SELECTION.

EXISTING PANELBOARD PA1

LOCATION: STORAGE/RM. 311D
MOUNTING: SURFACE
VOLTAGE: 400/277 VOLT 3 PHASE 4 WIRE
225A MAIN LUGS ONLY
BUSES: MAIN - 250A ; NEUTRAL - 100% ; EQUIPMENT GROUND

VA/L	VA/R	VA/O	LOAD	BKR	CKT		CKT	BKR	LOAD	VA/L	VA/R	VA/O
0	0		TRANSFORMER T1	70/3	1		2	15/3	HVAC COMPRESSOR - RM. 105	0	0	1450
0	0		"	70/3	3		4	15/3	"	0	0	1450
0	0	1450	HVAC COMPRESSOR - RM. 151	15/3	5		6	15/3	HVAC COMPRESSOR - RM. 130	0	0	1450
0	0	1450	"	15/3	7		8	15/3	"	0	0	1450
0	0	1450	"	15/3	9		10	15/3	"	0	0	1450
0	0	1450	HVAC COMPRESSOR - RM. 135	15/3	11		12	15/3	HVAC COMPRESSOR - RM. 108	0	0	1450
0	0	1450	"	15/3	13		14	15/3	"	0	0	1450
0	0	1450	"	15/3	15		16	15/3	"	0	0	1450
0	0	1450	HVAC COMPRESSOR - RM. 156	15/3	17		18	20/3	HVAC COMPRESSOR - RM. 128	0	0	2550
0	0	1450	"	15/3	19		20	20/3	"	0	0	2550
0	0	1450	"	15/3	21		22	20/3	"	0	0	2550
0	0	1450	HVAC COMPRESSOR - RM. 157	15/3	23		24	15/3	HVAC COMPRESSOR - RM. 125	0	0	1450
0	0	1450	"	15/3	25		26	15/3	"	0	0	1450
0	0	1450	"	15/3	27		28	15/3	"	0	0	1450
0	0	3000	HVAC COMPRESSOR - RM. 152	20/3	29		30	20/1	COMP. LAB LIGHTING	3600	0	0
0	0	3000	"	20/3	31		32	20/1	RMS. 134-136 LIGHTING	4050	0	0
0	0	3000	"	20/3	33		34	20/1	RMS. 129-131 LIGHTING	4050	0	0
4500	0		RM. 125 & CR LIGHTING	20/3	35		36	20/1	**SITE LIGHTING**	3272	0	0
3272	0		**SITE LIGHTING**	20/3	37		38	20/1	RM. 137 & CORR. LIGHTING	3150	0	0
242	0		**CANOPY LIGHTING**	20/3	39		40	20/1	SPACE	0	0	0
					41		42	20/1	SPACE	0	0	0

VA/L (LIGHTING): 21006 CONNECTED, 27420 DEMAND
VA/R (RECEPTACLES): 0 CONNECTED, 0 DEMAND
VA/O (OTHER): 51450 CONNECTED, 51450 DEMAND
VA: TOTAL: 71456 CONNECTED, 78870 DEMAND
AMPS: TOTAL: 206 CONNECTED, 219 DEMAND

EXISTING PANELBOARD PA3

LOCATION: STORAGE/RM. 311D
MOUNTING: SURFACE
VOLTAGE: 208Y/120 VOLT 3 PHASE 4 WIRE
225A MAIN LUGS ONLY
BUSES: MAIN - 225A ; NEUTRAL - 100% ; EQUIPMENT GROUND

VA/L	VA/R	VA/O	LOAD	BKR	CKT		CKT	BKR	LOAD	VA/L	VA/R	VA/O
0	0	4700	PART RM. KAEN	50/2	1		2	20/1	RM. 131 CON.	0	1800	0
0	0	4700	"	50/2	3		4	20/1	RM. 130 CON.	0	1800	0
0	1800		RM. 132 CON.	20/1	5		6	20/1	RM. 129 CON.	0	1800	0
0	1200		RM. 132 CON.	20/1	7		8	20/1	STAGE RM. CO 1	0	1800	0
0	1800		RM. 133 CON.	20/1	9		10	20/1	COMP. RM. CO 2	0	1800	0
0	1800		RM. 132 CON.	20/1	11		12	20/1	RM. 128 CON.	0	1800	0
0	1800		RM. 137 CON.	20/1	13		14	20/1	COMP. RM. CO 3	0	1800	0
0	1800		RM. 125 CON.	20/1	15		16	20/1	RMS. 104, 137 - DED. PLUGS	0	0	0
0	0	900	RMS. 129-131,133,105 - HVAC FCUs	50/2	17		18	20/1	RM. 104 CON.	0	1800	0
0	0	900	"	50/2	19		20	20/1	DED. PLUGS	0	1800	0
0	0	1100	RMS. 128,132 - HVAC FCUs	70/2	21		22	20/1	RMS. 125,135-137 - HVAC FCUS	0	0	800
0	0	1100	"	50/2	23		24	20/1	"	0	0	800
180	0		LIGHTING CONTROL PANEL	20/1	25		26	20/1	RECEPTACLE	0	0	0
0	0		RMS. 125,126 - DED. PLUGS	20/1	27		28	60/2	SUBPANEL - A	0	0	0
0	0		SPACE	20/1	29		30	60/2	"	0	0	0

VA/L (LIGHTING): 180 CONNECTED, 125 DEMAND
VA/R (RECEPTACLES): 24000 CONNECTED, 17000 DEMAND
VA/O (OTHER): 15000 CONNECTED, 15000 DEMAND
VA: TOTAL: 39180 CONNECTED, 32125 DEMAND
AMPS: TOTAL: 109 CONNECTED, 89 DEMAND

Date
Revision / Issue

Project:
PARKING AND DRIVE TO
MARBLE FALLS HIGH SCHOOL
MARBLE FALLS I.S.D.
MARBLE FALLS, TEXAS

ENGINEERING, INC.
3000 Bee Cave Road, Suite One Hundred
Austin, Texas 78746
Phone: (512) 327-1180
Fax: (512) 327-4062
TBPE Registration No. F-2165
TBPLS Registration No. 10124400

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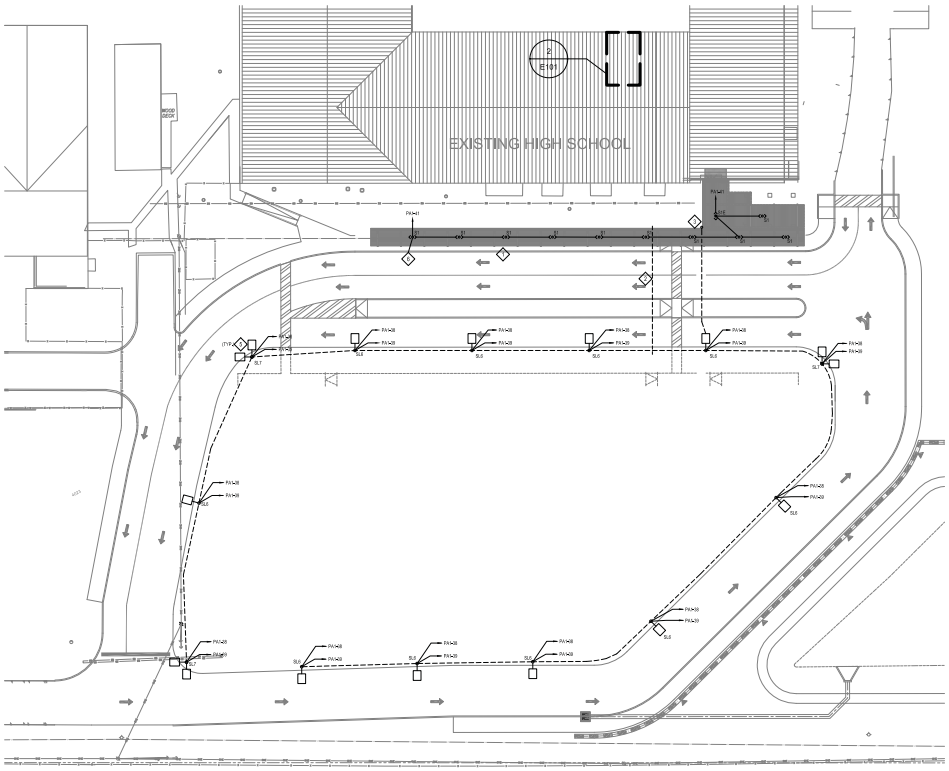
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ELECTRICAL SCHEDULES
PACKAGE 1B

Job No.: 17044.00
Drawn By: EV
Date: 05/10/2019

Sheet No.
E002

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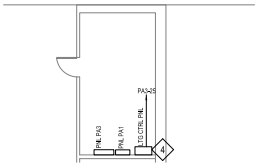
1 **MARBLE FALLS HIGH SCHOOL - ELECTRICAL SITE PLAN - NEW**
SCALE: 1" = 20'

GENERAL NOTES

1. FIELD VERIFY LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES AND SYSTEMS PRIOR TO EXCAVATING TRENCHES FOR ELECTRICAL WORK.
2. COORDINATE UNDERGROUND CONDUIT ROUTING WITH ALL OTHER UTILITIES AND TRADES. AS REQUIRED, REFER TO CIVIL ENGINEERING PLANS FOR FURTHER INFORMATION.
3. NO MORE THAN 90° BENDS PERMITTED FOR ANY SINGLE CONDUIT RUN. PROVIDE ADDITIONAL HANDHOLES, AS REQUIRED.
4. REFER TO PEDERNALES ELECTRIC COOPERATIVE UNDERGROUND DEVELOPERS SPECIFICATIONS ELECTRIC SERVICE STANDARDS FOR ADDITIONAL REQUIREMENTS.
5. REFER TO BRANCH CIRCUIT CONDUIT TRENCH DETAIL 4/E501.
6. REFER TO TRAFFIC AREA LIGHT POLE DETAIL 4/E501.
7. FOR LOW VOLTAGE DAYLIGHTING CONTROL CABLING, PROVIDE TWISTED, SHIELDED PAIR, WITH SHIELD SOLELY GROUNDED AT THE SOURCE. ALL LOW VOLTAGE CABLING SHALL BE INSTALLED IN CONDUIT.
8. FURNISH DEDICATED NEUTRAL CONDUCTOR FOR ALL SINGLE PHASE CIRCUITS.
9. MINIMUM PHASE, NEUTRAL AND GROUND CONDUCTOR SIZES FOR LIGHTING CIRCUITS SHALL BE #10 CU, U.O.N.
10. REFER TO SHEET E002 FOR LIGHT FIXTURE SCHEDULE.
11. ROUTE ALL CANOPY AND PARKING LOT LIGHTING CIRCUITS THROUGH LIGHTING CONTROL PANEL. REFER TO DETAIL 4/E501.

KEYED NOTES

1. CONCEAL ALL CONDUIT ON TOP SIDE OF CANOPY. REFER TO CANOPY ROOF PENETRATION DETAIL 8/E501. MAKE TRANSITION BETWEEN HIGH AND LOW CANOPY ELEVATIONS FLUSH WITH COLUMN. CONCEALED FROM VIEW TO THE GREATEST EXTENT POSSIBLE.
2. PROVIDE (2) 2" SPARE CONDUITS BELOW DRIVEWAY, WITH PULLING LINES. CAP AND STAKE 30' BEYOND EDGE OF DRIVEWAY OR WALKWAY AT BOTH ENDS.
3. RISE UP ON BACK SIDE OF CANOPY COLUMN. ROUTE PARKING LOT LIGHTING CIRCUIT TO BUILDING MECHANICAL CONCEALED ON TOP SIDE OF CANOPY.
4. FURNISH AND INSTALL HOA LIGHTING RELAY PANEL. REFER TO 4/E501.
5. PROVIDE (2) CIRCUITS ASSOCIATED FOR DUAL CIRCUIT CONTROL. EACH CIRCUIT SHALL CONTROL 50% OF THE LEDS ON EACH LUMINAIRE.
6. FIXTURE LIGHT DISTRIBUTION IS ELONGATED, NOT CIRCULAR. INSTALL WITH MAXIMUM LIGHT THROW IN THE DIRECTIONS INDICATED BY THE ARROWS ON THE DRAWING.



2 **ENLARGED ELECTRICAL ROOM - 311B**
SCALE: 1/4" = 1'- 0"

Date
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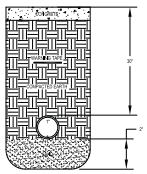
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ELECTRICAL SITE PLAN

PACKAGE 1B

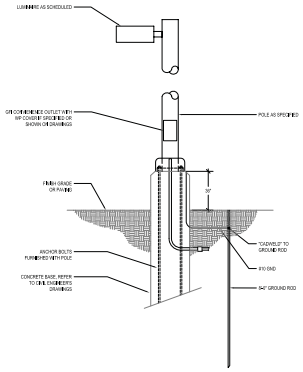
Job No.
Sheet No.
E101
Drawn By:
BR
Date:
05/10/2019

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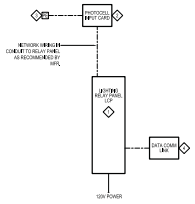


1 BRANCH CIRCUIT CONDUIT TRENCH DETAIL
SCALE: NONE

DUCT BANK NOTES:
1. CONDUIT TO BE SCHEDULE 40 PVC.
2. PROVIDE NYLON PULL STRING.



2 TRAFFIC AREA LIGHT POLE BASE DETAIL
SCALE: NONE



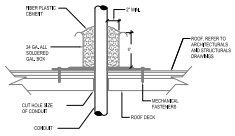
KEYED NOTES - DETAIL 3

1. LIGHTING CONTROL RELAY PANEL (DOUGLAS UTEPA12 MODEL DLP424048). PROVIDE WITH 8 NORMALLY CLOSED RELAYS. RELAYS SHALL BE RATED FOR 20 AMPS LED BALLAST LOAD. RELAY PANEL SHALL BE WIRED TO CONTROL BOTH 120V AND 208V LIGHTING CIRCUITS.
2. PHOTOCELL INPUT CARD.
3. ROOF MOUNTED PHOTOCELL RATED FOR EXTERIOR USE.
4. POE ETHERNET LINK INTERNAL TO CONTROL PANEL.

LIGHTING CONTROLS SEQUENCE

1. LIGHTS TURN ON TO 100% OUTPUT 30 MINUTES BEFORE SUNDOWN.
2. LIGHTS DIM TO 50% OUTPUT AT MIDNIGHT, DIMMING IS ACCOMPLISHED BY TURNING OFF 50% OF EACH FIXTURE VIA DUAL-CIRCUIT CONTROL.
3. LIGHTS RETURN TO 100% OUTPUT AT 6:00 AM.
4. LIGHTS TURN OFF 30 MINUTES AFTER SUNRISE.

3 TYPICAL RELAY PANEL LIGHTING CONTROL
SCALE: NONE



4 TYPICAL CONDUIT PENETRATION THROUGH CANOPY DECK DETAIL
SCALE: NONE

Date
Revision / Issue

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ELECTRICAL DETAILS
PACKAGE 1B
Sheet No.
E201

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SECTION 00 0115
LIST OF DRAWING SHEETS

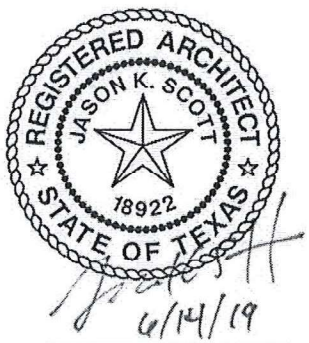
PART 1 - GENERAL

1.01 SUMMARY

A. Following are the drawings which form a part of the contract, as set forth in subparagraph 1.1.1 of the accompanying "General Conditions of the Contract for Construction".

1.02 TITLE OF DRAWINGS:

Sheet Number	Sheet Name
G1.1	COVER SHEET
G1.2	GENERAL DATA
C1.0	COVER SHEET
C1.1	TOPOGRAPHIC SURVEY
C2.0	DEMOLITION PLAN
C3.0	EROSION CONTROL PLAN – PHASE 1
C3.1	EROSION CONTROL PLAN – PHASE 2
C3.2	EROSION CONTROL DETAILS – (SHEET 1 OF 2)
C3.3	EROSION CONTROL DETAILS – (SHEET 2 OF 2)
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C5.3	POND B PLAN
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C5.5	PROPOSED DRAINAGE AREA MAP



C6.0	UTILITY PLAN
C7.0	GENERAL NOTES
C7.1	CONSTRUCTION DETAILS – (SHEET 1 OF 3)
C7.2	CONSTRUCTION DETAILS – (SHEET 2 OF 3)
C7.3	CONSTRUCTION DETAILS – (SHEET 3 OF 3)
C7.4	UTILITY DETAILS
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L1.1	TREE TABLE
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L4.0	LANDSCAPE SPECIFICATIONS
AS1.1	ARCHITECTURAL SITE PLAN
AS2.1	PRE-MANUFACTURED CANOPY DETAILS
E001	LEGEND AND ABBREVIATIONS
E002	ELECTRICAL SCHEDULES
E101	ELECTRICAL SITE PLAN
E201	ELECTRICAL DETAILS

END OF SECTION



LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
7.15.19

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 7.15.2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Bond Projects Update

Executive Summary:

This presentation will show pictures that demonstrate the bond program progress and summarize spending/encumbrance of bond funds to this point.

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:

Presentation

Submitted By:

Chris Allen

Board Approval Required: ( ) Yes (•) No

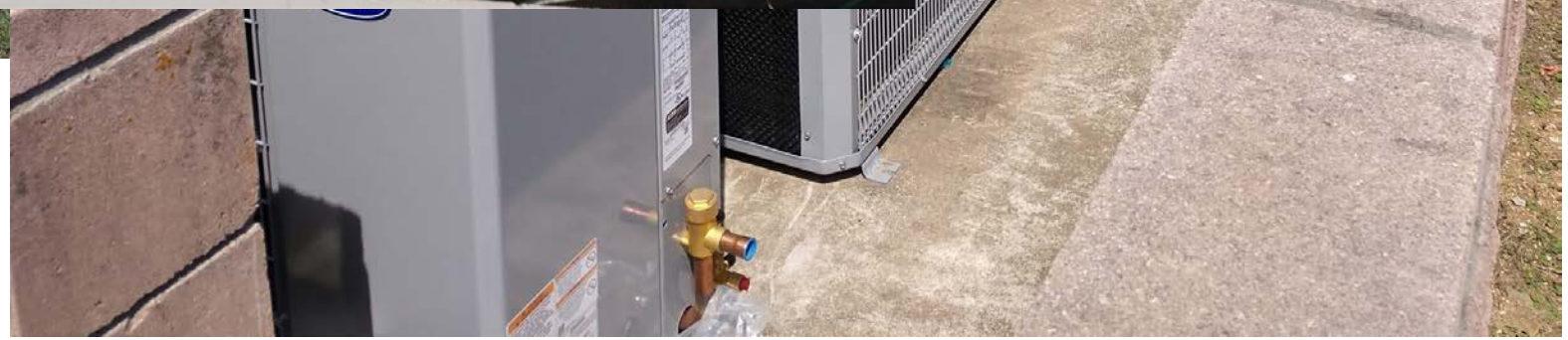
Bond Projects Update

July 15, 2019

HVAC Replacement







Electronic Access and Control

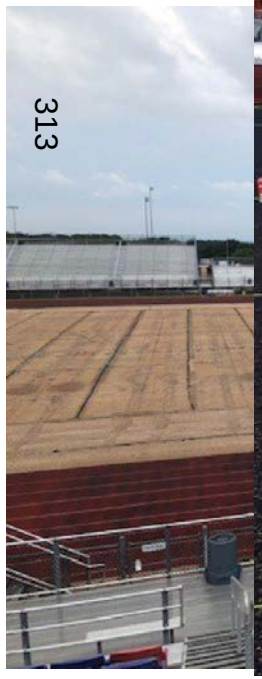


312





Mustang Stadium Turf/Track



313

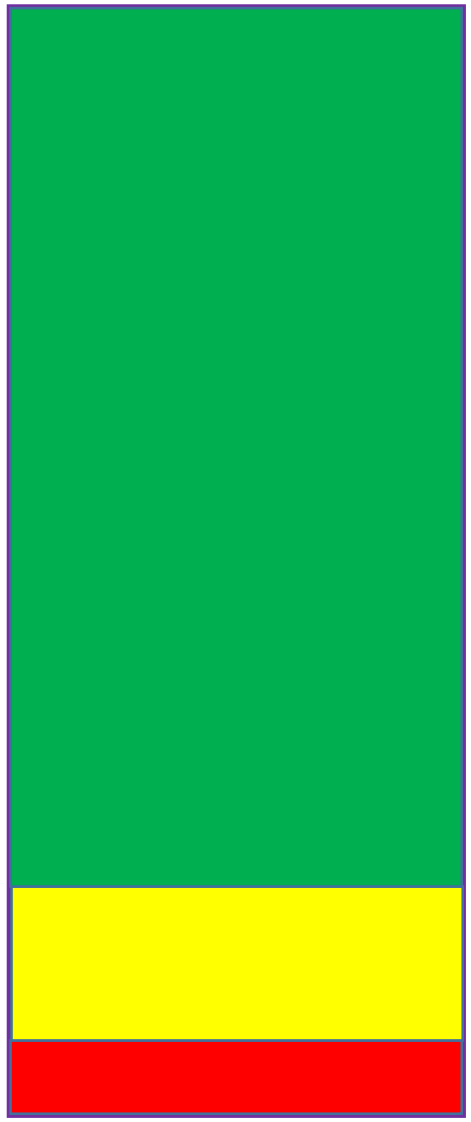




Other Notable Expenditures

- Buses
  - Three point harnessed
  - WiFi
  - AC
  - 8 camera monitoring system
  - GPS tracking

- Student Learning Devices
  - Better lige/ less damamge



$45,739,291.40 available

$7,156,970.48 encumbered

$2,103,738.12 spent

Current Spending as of July 1, 2019 started with $55 million

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MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
July 15, 2019

Meeting Type:
- (●) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 7/11/19

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (●) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
FNF (LEGAL) and FNF(LOCAL) - STUDENT RIGHTS AND RESPONSIBLITIES: INVESTIGATIONS AND SEARCHES

Executive Summary:

Marble Falls ISD administration introduced adding nicotine testing to our list of drugs testing on within the drug testing portion of this policy. The change reflects the districts desire to encourage our students to make healthy, smart choices when faced with questions about cigarettes, e-cigs and vapes. This adjustment would treat a positive test for nicotine in the same manner as any other substance tested with the same sanctions.

Additionally, Policy Update 113 addressed FNF (LEGAL) and FNF (LOCAL). The title was updated from Interrogations and Searches to Investigations and Searches. The Legal update added information about intrusive searches. The Local Policy strengthened language about overall searches and district property.

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:

Approve Policy FNF(LEGAL) and FNF(LOCAL) as presented.

Submitted By:

Jeff Gasaway

Board Approval Required: (●) Yes ( ) No

Searches of Students

Students shall be free from unreasonable searches and seizures by school officials. School officials may search a student's outer clothing, pockets, or property by establishing reasonable cause or securing the student's voluntary consent. Coercion, either expressed or implied, such as threatening to contact parents or police, invalidates apparent consent. *U.S. Const., Amend. 4.; New Jersey v. T.L.O., 469 U.S. 325, 105 S.Ct. 733 (1985); Jones v. Latexo Indep. Sch. Dist., 499 F.Supp. 223 (1980)*

A search is reasonable if it meets both of the following criteria:

1. The action is justified at the inception; i.e., the school official has reasonable grounds for suspecting that the search will uncover evidence of a rule violation or a criminal violation.
2. The scope of the search is reasonably related to the circumstances that justified the search in the first place; i.e., the measures adopted are reasonably related to the objectives of the search and are not excessively intrusive in light of the age and sex of the student and the nature of the infraction.

New Jersey v. T.L.O., 469 U.S. 325, 105 S.Ct. 733 (1985)

Intrusive Searches

A search of a student's underwear is impermissibly intrusive unless the school officials reasonably suspect either that the object of the search is dangerous or that it is likely to be hidden in the student's underwear. Safford Unified Sch. Dist. v. Redding, 557 U.S. 364 (2009), Littell v. Houston Indep. Sch. Dist., 894 F.3d 616 (2018)

Random Drug Testing

Whether a particular search is reasonable is judged by balancing its intrusion on the individual's Fourth Amendment interests against its promotion of legitimate governmental interests. Thus, the reasonableness of a random student drug-testing policy is determined by balancing the following factors:

1. The nature of the privacy interest compromised by the drug-testing policy.
2. The character of the intrusion imposed by the drug-testing policy.
3. The nature and immediacy of the governmental interests involved and the efficacy of the drug-testing policy for meeting them.

Vernonia Sch. Dist. 47J v. Acton, 515 U.S. 646, 115 S.Ct. 2386 (1995) (upholding a policy requiring urinalysis drug testing as a condition of participating in athletics); Bd. of Educ. of Indep. Sch. Dist. No. 92 of Pottawatomie County v. Earls, 122 S.Ct. 2559

(2002) (upholding a policy requiring urinalysis drug testing as a condition of participating in competitive extracurricular activities)

Searches of Telecommunications/ Electronic Devices

A person is prohibited from obtaining, altering, or preventing authorized access to a wire or electronic communication while it is in electronic storage by:

1. Intentionally accessing without authorization a facility through which an electronic communication service is provided; or
2. Intentionally exceeding an authorization to access that facility.

Exceptions

This section does not apply with respect to conduct authorized:

1. By the person or entity providing a wire or electronic communications service;
2. By a user of that service with respect to a communication of or intended for that user; or
3. By sections 18 U.S.C. 2703, 2704, or 2518.

18 U.S.C. 2701(a), (c)

Electronic Communication

"Electronic communication" means any transfer of signs, signals, writing, images, sounds, data, or intelligence of any nature transmitted in whole or in part by a wire, radio, electromagnetic, photoelectronic or photooptical system that affects interstate or foreign commerce. *18 U.S.C. 2510(12)*

Electronic Storage

"Electronic storage" means:

1. Any temporary, intermediate storage of a wire or electronic communication incidental to the electronic transmission thereof; and
2. Any storage of such communication by an electronic communication service for purposes of backup protection of such communication.

18 U.S.C. 2510(17)

Messages that have been sent to a person, but not yet opened, are in temporary, intermediate storage and are considered to be in electronic storage. *See* Steve Jackson Games, Inc. v. United States Secret Service, 36 F.3d 457 (5th Cir. 1994). Electronic communications that are opened and stored separately from the provider are considered to be in post-transmission storage, not electronic storage. *See* Fraser v. Nationwide Mut. Ins. Co., 352 F.3d 107 (3d Cir. 2004).

By Law Enforcement

A peace officer may not search a person's cellular telephone or other wireless communications device, pursuant to a lawful arrest of the person, without obtaining a warrant under Code of Criminal Procedure 18.0215.

A peace officer may search a cellular telephone or other wireless communications device without a warrant if:

1. The owner or possessor of the telephone or device consents to the search;
2. The telephone or device is reported stolen by the owner or possessor; or
3. The officer reasonably believes that:
    a. The telephone or device is in the possession of a fugitive from justice for whom an arrest warrant has been issued for committing a felony offense; or
    b. There exists an immediate life-threatening situation, as defined by Code of Criminal Procedure 18A.201.

Code of Crim. Proc. 18.0215

Use of Trained Dogs

Trained dogs' sniffing of cars and lockers does not constitute a search under the Fourth Amendment. The alert of a trained dog to a locker or car provides reasonable cause for a search of the locker or car if the dog is reasonably reliable in indicating that contraband is currently present. A district need not show that the dog is infallible or even that it is reliable enough to give probable cause.

Trained dogs' sniffing of students does constitute a search and requires individualized reasonable suspicion.

Horton v. Goose Creek Indep. Sch. Dist., 690 F.2d 470 (5th Cir. 1982)

Questioning Students ~~Interrogations~~

~~By School Officials~~

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

~~By Police or Other Authorities~~

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

District Property

Desks

~~Lockers and Vehicles~~

~~Students have full responsibility for the security of their~~ Lockers, District-provided technology, and similar items are the ~~and for vehicles parked on school~~ property of the District and ~~. It is the student's responsibility to ensure that lockers and vehicles are locked and that the keys and combinations~~ are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in District property.~~not given to others.~~ Students shall be fully responsible for the security and contents of District property assigned to them. No student shall ~~not~~ place or keep in a desk, locker, District-provided technology, or similar item ~~, or maintain any article or material that is forbidden by District policy in lockers or in vehicles parked on school property.~~

~~School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials~~ prohibited by law, District policy, or the Student Code of Conduct. Students shall be responsible for any prohibited item~~s~~ found in District ~~their lockers or in vehicles parked on school~~ property provided to the student..

Searches in General

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and District policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner.

District officials may initiate a search in accordance with law, including, for example, based on reasonable suspicion, voluntary consent, or pursuant to District policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on District property.

Reasonable-Suspicion Searches

Searches should be reasonable at their inception and in scope. If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of

the Student Code of Conduct, a District official may conduct a search in accordance with law and District regulations.

Suspicionless Searches

For purposes of this policy, a suspicionless search is a search carried out based on lawful security procedures, such as metal detector searches or random drug testing.

Metal Detector Searches

In order to maintain a safe and disciplined learning environment, the District reserves the right to subject students to metal detector searches when entering a District campus and at off-campus, school-sponsored activities.

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

Use of Trained Dogs

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

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

~~Notice~~

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

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

~~2. Vehicles parked on school property may be sniffed by trained dogs at any time.~~

~~3. Classrooms and other common areas may be sniffed by trained dogs at any time when students are not present.~~

~~4. If contraband of any kind is found, the possessing student shall be subject to appropriate disciplinary action in accordance with the Student Code of Conduct.~~

Parent Notification

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

Drug-Testing Program

The District requires the random drug-testing of any student in grades 7-12 who chooses to participate in school-sponsored extracurricular activities or request a permit to park a vehicle on school property.

The Superintendent shall develop regulations for the implementation of the District's random student drug-testing program that address the following:

1. Covered activities and purpose of the program;

2. Written consent and confidentiality of results;

3. Testing procedures and collection process; and

4. Applicable consequences.

Objectives

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

1. To provide a deterrent to drug use for any District student (referred to as extracurricular participant or "ECP") who participates in extracurricular activities (ECAs) in grades 7–12.

2. To provide a drug education program for those ECPs who test positive for drug use and for those ECPs who are at risk for drug use.

3. To ensure the health and safety of ECPs.

Plan

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

1. All ECPs from grades 7–12 (male and female) involved in District ECAs shall be subject to this testing program.

2. All high school ECPs shall, and middle school ECPs may, be initially tested a minimum of one time per semester (fall and spring) each school year and randomly tested throughout the school year.

3. ECPs selected for random testing shall be chosen from a pool of all ECPs [see item 2 at Testing Procedures and Protocols, below].

4. The method of screening shall be by an independent laboratory immunological screening procedure. All drugs detected by the screen shall be confirmed by gas chromatography/mass spectroscopy (hereinafter referred to as GC/MS) before being reported as being detected. An ECP's admission of guilt shall constitute a positive screening. Failure to produce a sample in the allotted time period shall be considered a positive screening.
5. Certified lab personnel and professional staff shall administer testing.
6. Each ECP who is selected shall be required to provide a urine sample to the designee during the time constraints described at Testing Procedures and Protocols, below. At the discretion of the drug program administrator (DPA), a student may be selected to submit a hair or oral sample.

Drugs Eligible for Testing

The following substances are eligible to be tested:

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

Testing Procedures and Protocols

Testing procedures and protocols are as follows:

1. Mandatory testing: Every male and female ECP, grades 9–12, shall be tested a minimum of once per semester, and middle school students may be tested once per semester. The student shall be required to submit a sample immediately upon request. All specimens shall be collected adhering to a strict chain of custody.

2. Random testing: Every male and female ECP, grades 7–12, shall be eligible to be tested during the entire school year. The final number of random tests shall be determined by the DPA and the District vendor. ECPs shall be required to submit a sample immediately upon request. All specimens shall be collected, adhering to a strict chain of custody.

3. All positive screenings shall be confirmed by either the ECP's admission or an additional test from the same sample that will include GC/MS testing by the District vendor. A positive test result shall not constitute an offense if the ECP's parent/guardian provides the DPA with a valid legal prescription for the drug identified as positive by the test.

4. The District vendor shall take the specimens to an independent lab for processing. The District vendor shall send the results to the DPA. The ECP's identification number shall identify all specimens.

5. Noncompliance by any ECP with the above-testing procedures shall be considered a violation of this policy and grounds for removal from ECAs within the District.

6. Each ECP in an ECA for grades 7–12 shall give consent to the extracurricular drug-testing program. The consent should be agreed to on the school registration form each year. Should online registration be incomplete at the time of student testing, the DPA shall request the parent's signature on a hard copy of the extracurricular drug-testing consent form. If the ECP or parent/guardian refuses consent, the ECP shall be denied participation in extracurricular activities until said consent form is signed and, at the parent's/guardian's expense, undergoes drug testing with a negative result.

7. Any ECP refusing to be tested shall be subject to sanctions as if the ECP had tested positive. Failure to provide a specimen within two hours shall constitute a refusal to test. Readmission to an ECA shall be contingent upon agreement to participate in the drug-testing program and a negative test result.

8. Any ECP caught cheating or tampering with a specimen taken by the DPA, testing monitors, or the vendor shall be subject to sanctions as if the ECP had tested positive.

9. The administering and/or interpretation of the policy and testing procedures shall be left to the discretion of the District administrator of drug testing.

Retesting Process

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

Confidentiality

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

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

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

Sanctions for Positive Testing

Sanctions for testing positive shall be as follows:

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

First Offense

Sanctions for the first offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.
2. The ECP shall be suspended from the ECA for 20 percent of all scheduled events with a minimum of one activity for those with four or fewer events in the season but shall not include

suspension from play-off practice games, scrimmages, practices, or program participation.

3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education/counseling delivered by a licensed professional counselor (LPC) or other acceptable professional, at the discretion of the DPA, at the ECP's and/or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.

4. The ECP shall be tested during each of the next four testing sessions, which may carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

Second Offense — Sanctions for the second offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.

2. The ECP shall be suspended from the ECA for 50 percent of scheduled events with a minimum of one activity for those ECAs with two events or less and until the student has a negative drug test with the District vendor.

3. The ECP shall complete and have documented completion of a minimum of 12 hours of drug education counseling from an LPC, or other acceptable professional at the discretion of the DPA, at the ECP's or parent's/guardian's expense. A list of LPCs shall be provided by the DPA.

4. The parent of the ECP shall complete three sessions (equivalent of four and one-half hours) of parental education coursework at the ECP's parent's/guardian's expense. In extraordinary circumstances, a student could become eligible to participate without parental completion of counseling. [See FNF(EXHIBIT) for application of exception]

5. The ECP shall be tested during each of the next six testing sessions, which may and can carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

Third Offense — Sanctions for the third offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.

2. Any ECP in grades 7–12 shall be suspended from extracurricular programs, contests, and events for one calendar year.

This may include removal from certain extracurricular classes as well.

3. An ECP may be reinstated to an ECA after one calendar year at the completion of a minimum of 12 documented hours of drug counseling and a negative drug test.

4. The parent/guardian shall be responsible for all counseling upon the third offense. In extraordinary circumstances, a student could become eligible to participate without parental completion of counseling. [See FNF(EXHIBIT) for application of exception]

5. The parent/guardian of the ECP shall complete six sessions (equivalent of nine hours) of parental education coursework at the ECP's parent's/guardian's expense.

6. An ECP shall be required to complete community service hours that are determined by a District three-person committee composed of the DPA, the campus principal, and the sponsor/coach.

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

Fourth Offense

Sanctions for the fourth offense include:

1. The parent/guardian shall be notified to discuss the ECP's sanctions.

2. A fourth positive test shall result in removal of the ECP, whether in high school or middle school, from participation in ECAs for the remainder of his or her middle school and high school eligibility.

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

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

Student Drivers

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

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

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

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

Counseling

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

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

The District has entered a partnership with Bluebonnet Trails Community Services, and the substance abuse program it offers is recommended; however, the ECP may use any LPC he or she chooses.

Definitions of Terms

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

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

Appeal Process

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

List of Activities

Middle School (including, but not limited to):

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

High School (including, but not limited to):

4-H
Band
Baseball
Boys Basketball
Boys Cross Country
Boys Soccer
Boys Tennis
Boys Track
Chess Club
Cheerleaders
Color Guard
Competition Choir
FBLA
FCCLA
FFA
Fishing Club
Football
Girls Basketball
Girls Cross Country
Girls Golf
Girls Tennis
Girls Track
H.O.S.A.
Key Club
Lovely Ladies
National Honor Society
PALS
Parking on District property
Powerlifting
Skills USA

Softball
Starlettes
Student Council
Thespians
UIL Academics
UIL Journalism
Winter Guard

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
7.15.19

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 7.15.2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Policy Update 113 Affecting Local Policies: BBE, BDD, BJCD, CI, CO, COA, COB, CRB and EHBAF

Executive Summary:

TASB regularly sends updates of legal and local Board policy reflective of changes initiated by state and federal legislation, case law, and Commissioner Rulings. Update 113 provides such amended legal and local policy.

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:

First read of TASB Board Policy Update 113

Submitted By:

Chris Allen

Board Approval Required: ( ) Yes (•) No

LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
July 15, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: June 24, 2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- ( ) Presentation/Discussion Items
- (•) Consideration Items
- ( ) Consent Agenda

Subject:
Elections Contract and Joint Election Agreement

Executive Summary:
Elections Contract and the Joint Election Agreement for the upcoming 19-20 election year as sent to us by Doug Ferguson, Burnet County Elections Administrator.

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:
Approve the Elections Contract and the Joint Election Agreement with the Burnet County Elections Division as presented.

Submitted By:
Jeff Gasaway

Board Approval Required: (•) Yes ( ) No

JOINT ELECTION AGREEMENT 2019-2020

FOR BURNET COUNTY LOCAL POLITICAL SUBDIVISIONS

Whereas, the undersigned local political subdivisions, collectively referred to hereafter as the "**LPSs**", each anticipate holding election(s) from August 2019 to July 2020; and

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

Whereas, the County has contracted or is contracting with each LPS to conduct and provide election services for such LPS's election(s) from August 2019 to July 2020; and

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

NOW THEREFORE, the LPSs agree as follows:

I. ***Scope of Joint Election Agreement***. The LPSs enter this Joint Election Agreement ("Agreement") for the conduct of the elections to be held from August 2019 through July 2020.

II. ***Appoint Election Officer***. The LPSs appoint the Burnet County Elections Administrator to serve as the Election Officer for each LPS in order to perform and supervise the duties and responsibilities of the Election Officer for any election from August 2019 through July 2020.

III. ***Early Voting Polling Locations***. The Early Voting locations for the elections will be at the main Burnet Courthouse, 220 S. Pierce, Burnet, TX 78611 and the Courthouse South Annex in Marble Falls, 810 Steve Hawkins Pkwy., Marble Falls, TX 78654. The costs incurred in connection with the Burnet Courthouse Early Voting location will be shared only by the Burnet Consolidated Independent School District, the City of Burnet, the City of Bertram, the Central Texas Groundwater Conservation District (CTGCD) and Burnet County. The costs incurred in connection with the Courthouse South Annex Early Voting location will be shared only by the Marble Falls Independent School District, the City of Marble Falls, the City of Granite Shoals, the City of Cottonwood Shores, the City of Meadowlakes, the City of Highland Haven, the City of Horseshoe Bay, the City of Double Horn, CTGCD and Burnet County.

IV. ***Election Day Polling Locations***. Election Day voting shall be held in common precincts where appropriate at the dates, times, and locations recommended by the Election Officer and authorized and ordered by the governing body of each LPS. Those will be decided within one week after the last day to order an election.

V. ***Cost Sharing***. The LPSs agree to the cost sharing provisions below. This includes Burnet County, the school districts of the county, the cities of the county, and the Central Texas Groundwater Conservation District. Other entities pay a lump sum of $1,000 for their election.

VI. ***Effective Date***. This Agreement becomes effective upon execution by the participating LPSs.

VII. ***Amendments***. This Agreement may not be amended or modified except in writing and executed by each LPS.

COST SHARING – NOVEMBER UNIFORM ELECTION DATE

I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.

II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:

a. The county will bear at least 70% of these election costs at each voting location. The remaining 30% will be shared so that 20% is paid by the Independent School District (ISD) or CTGCD associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs. If both the ISD and CTGCD are holding elections, they each pay 10%, with any/all cities equally sharing the remaining 10%.

b. If there is no city election, the ISD or CTGCD associated with the polling place pays 20% or 10% each and the county the remaining 80%. Subsequently, if there is no ISD or CTGCD election, any/all cities pay 10% of the costs associated with the polling place and the county pays 90%.

c. If there is no city, no ISD and no CTGCD election, the county pays 100% of the costs.

III. It is acknowledged that cost sharing expenses will fluctuate depending upon the number of required polling locations and poll workers required as General Elections, held on even-numbered years, typically require more resources than Constitutional Amendment elections, held on odd-numbered years.

COST SHARING – MAY UNIFORM ELECTION DATE

I. The following expenses will be shared equally by all LPSs holding an election including Burnet County: the newspaper notice for the Logic and Accuracy Test of the ballots, consumable election supplies, and ballot programming.

II. The user fees for the voting equipment, election worker payroll, and mileage payments to poll workers will follow these cost sharing arrangements:

a. <u>For polling locations conducting elections of the county:</u> the county will bear 50% of the election costs at each voting location. The remaining 50% will be shared so that 40% is paid by the Independent School District (ISD) associated with the polling place and the remaining 10% is paid by any/all cities equally sharing the costs.
b. If there is no city election, the ISD associated with the polling place pays 50%. Subsequently, if there is no ISD election, any/all cities pay 50% of the costs equally.
c. If there is no city or ISD election the county pays 100%.
d. <u>For polling locations NOT conducting elections of the county:</u> the ISD pays 80% and any/all cities pay 20% equally.
e. If there is no city election, the ISD pays 100%.
f. If there is no ISD election, any/all cities pay 100% equally.

A cost estimate for the LPS election will be submitted upon request.

APPROVED BY THE GOVERNING BODY OF _____ in its meeting held the _____ day of _____, 201_, and executed by its authorized representative.

By:_____
Name:_____
Title:_____

ACKNOWLEDGED BY:

_____ _____
Doug Ferguson
Elections Administrator, Burnet County, Texas Date

CONTRACT FOR ELECTION SERVICES

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

RECITALS

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

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

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

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

I. GENERAL PROVISIONS.

A. The purpose of this Contract is to maintain consistency and accessibility in voting practices, polling places, and election procedures to best assist the voters of the LPS. For purposes of this Contract the term "Election" will include any resulting recount or election contest. It will also apply to any election to resolve a tie.

B. The Contracting Officer is hereby appointed to serve as the LPS's Election Officer and Early Voting Clerk to conduct the Election for those areas of the LPS located in Burnet County. As Election Officer and Early Voting Clerk, the Contracting Officer will coordinate, supervise and conduct all aspects of administering voting in connection with the Election in compliance with all applicable law except as otherwise provided in this Contract.

C. The LPS agrees to commit the funds necessary to pay for election-related expenses for the LPS's election.

D. The Contracting Officer has the right to enter into agreements with other entities at any time and may require that authorities of LPSs holding elections on the same day in all or part of the same territory to enter into a joint election agreement as authorized in Chapter 271 of the Texas Election Code. The LPS agrees to enter into a joint election agreement required by Burnet County.

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

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

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

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

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

1. The Contracting Officer shall notify each presiding and alternate judge of his or her appointment. The notification will also include the assigned polling location, the date of the election training(s), the date and time of the election, the rate of compensation, the number of clerks the judge may appoint, the eligibility requirements for election workers, and the name of the presiding or alternate judge as appropriate.

2. The election judge will make the clerk appointments in consultation with the Contracting Officer. If a presiding judge or the alternate judge does not speak both English and Spanish, and the election precinct is one subject to Sections 272.002 and 272.009 of the Texas Election Code, the Contracting Officer shall ensure that a bilingual election clerk is appointed. The Contracting Officer shall notify the clerks of the same information that the judges receive under this section.

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

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

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

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

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

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

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

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

1. The Contracting Officer shall supervise and conduct early voting by mail and by personal appearance and shall secure personnel to serve as Early Voting Deputies.

2. Early Voting by personal appearance for the election shall be conducted during the hours and time period and at the locations as determined by the Contracting Officer.

3. The Contracting Officer shall receive mail ballot applications on behalf of the LPS. All applications for mail ballots shall be processed in accordance with Title 7 of the Texas Election Code by the Contracting Officer or deputies at the Elections Office, located at 106 W. Washington St., Burnet, TX. Applications for mail ballots erroneously sent to the LPS shall be faxed promptly to the Contracting Officer for timely processing then the original application shall be forwarded to the Contracting Officer for proper retention.

4. Early voting ballots shall be secured and maintained at the Elections Office, located at 106 W. Washington St., Burnet, TX and in accordance with Chapter 87 of the Texas Election Code. The Early Voting Ballot Board shall meet at the same location unless posted differently.

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

M. ***Election Day Activities.***

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

election workers.

2. The Contracting Officer and staff shall prepare and conduct Election Night intake of election equipment, supplies and records.

3. The Contracting Officer and designee shall serve as central counting station manager and tabulation supervisor, counting the votes in conjunction with the Early Voting Ballot Board and the Central Counting Station judges.

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

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

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

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

R. ***Recount.***

1. If required by law, the Contracting Officer shall perform a partial manual count of electronic voting system ballots in accordance with section 127.201 of the Texas Election Code. A recount may also be requested in accordance with Chapter 212 of the Texas Election Code.

2. The LPS shall advise the Contracting Officer if a recount is required by law or requested and the Contracting Officer and the LPS shall discuss how such recount is

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

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

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

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

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

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

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

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

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

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

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

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

IV. SPECIAL PROVISIONS RELATING TO ELECTION WORKERS

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

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

V. PAYMENT

A. ***Charges and Distribution of Costs.*** In consideration of the joint election services provided by the Contracting Officer, the LPS will be charged a share of election costs and an administrative fee. The costs distribution is set forth in the Joint Election Agreement. A cost estimate shall be provided upon request only after all entities participating in the election are identified.

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

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

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

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

VI. TERM AND TERMINATION

A. ***Initial Term.*** The initial term of this Contract shall commence upon the last party's execution hereof and shall continue thereafter in full force and effect for one year, subject to the termination rights set forth herein.

B. ***Renewal.*** Subject to the termination rights set forth herein, this Contract shall automatically renew for a one-year term.

C. ***Termination.*** If either party wishes to terminate this Contract for convenience or for cause the party must provide thirty (30) business days' written notice to the other party and allow for discussion of the desired outcome and options to reach the desired outcome. In the event of termination, it is understood and agreed that only the amounts due to the Contracting Officer for services provided and expenses incurred will be due and payable.

VII. MISCELLANEOUS PROVISIONS

A. ***Nontransferable Functions.*** In accordance with Section 31.096 of the Texas Election Code, nothing in this Contract shall authorize or permit a change in:

1. The authority with whom or the place at which any document or record relating to the election is to be filed;

2. The officers who conduct the official canvass of the election returns;

3. The authority to serve as custodian of voted ballots or other election records; or

4. Any other nontransferable function specified under Section 31.096 or other provisions of Texas law.

B. ***Cancellation of Election.*** If the LPS cancels its election pursuant to Section 2.053 of the Texas Election Code, the Contracting Officer shall be entitled to receive an administrative fee of $75. The Contracting Officer shall submit an invoice for the administrative fee as soon as reasonably possible after the cancellation, and the LPS shall make payment therefore in a manner similar to that set forth in **V. PAYMENT** above.

C. ***Contract Copies to Treasurer and Auditor.*** In accordance with Section 31.099 of the Texas Election Code, the Contracting Officer agrees to file copies of this Contract with the County Treasurer and the County Auditor of Burnet County, Texas.

D. ***Election to Resolve a Tie.*** In the event that an election is necessary to resolve a tie vote, the terms of this Contract shall extend to the second election, except:

1. The LPS and the Contracting Officer will agree upon the date of the election and the early voting schedule subject to provisions of the Election Code and with regard to other elections conducted by the Contracting Officer.

2. The LPS will be responsible for any Department of Justice preclearance submission under Section 5 of the Federal Voting Rights Act.

3. An attempt will be made to use election workers that worked in the first election; those poll workers will not have additional training provided by the Contracting Officer.
4. The cost of the election will be borne by the LPS; the Contracting Officer will work with the LPS on cost management.

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

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

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

For the Contracting Officer:

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

For the LPS:

_____
_____
_____
_____
_____
_____
_____
_____

* * *

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

CONTRACTING OFFICER:

_____
Doug Ferguson, Elections Administrator
Burnet County, Texas

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

THE LOCAL POLITICAL SUBDIVISION:

Name of Entity:_____

By:_____

Printed Name:_____

Official Capacity:_____

ATTEST: _____

LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
July 15, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 7/10/19

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
Possible Vehicle Purchase

Executive Summary:

In order to continue to be on track with different departmental vehicle replacement schedule, we are requesting to purchase the following vehicles this year:

Pickup Truck for Vocational Ag Department
Service Utility Van for Maintenance Department
Sedan for Transportation Department
Multifunction School Activity Bus for Transportation Department that will be utilized by Special Education Department.

We will be asking for approval next month to proceed with the purchase of these vehicles.

Fiscal Impact:

Cost:
- ( ) Recurring
- (•) One-Time
- ( ) No Fiscal Impact

Funding Source:
- ( ) General Fund
- ( ) Grant Funds
- (•) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year: 2019-20

Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

1st Read Only

Submitted By:

Dr. Jeff Gasaway

Board Approval Required: ( ) Yes (•) No

Summary Sheet for Vehicle Purchase Request

- Pickup Truck for Vocational Ag Department – Recommend Mac Haik Ford Lincoln – F250 Diesel Truck at $44,423

- Service Utility Van for Maintenance Department – Recommend Mac Haik Ford Lincoln – Econoline KUV Service Utility Van at $41,705

- Sedan for Transportation Department – Recommend Chevrolet Buick Marble Falls – 2019 Malibu at $19,860

- Multifunction School Activity Bus for Transportation Department that will be utilized by Special Education Department – Recommend Longhorn Bus Sales - $68,054

Marble Fall ISD Maintenance

2019-2020 Vehicle Needs

1.) 2018 or newer, ¾ ton Crew Cab Pickup

- 8 foot bed
- White in color
- 4 wheel drive
- Cloth interior, Vinyl flooring
- A/C
- Prefer diesel 8 cyl. motor, gas engine is acceptable
- Automatic Transmission
- Running boards
- Extendable large tow mirrors
- Electric windows and door locks
- Spray-in bed liner
- Gooseneck hitch with 7 pin connection
- Frame mount hitch/ receiver with 4 pin and 7 pin connections
- Hauling package with electric brake

2.) 2018 or newer, Service Utility Van 9900 min. GVWR.

- V8 Gas engine
- Automatic transmission
- White in color
- Knapheide KUV utility body or equivalent
- KUV hitch w/ 4 pin and 7 pin connector
- Backup camera
- Hauling package with electric brake
- Ladder rack with three bows support system
- Large Side Mirrors
- No carpet
- A/C

Johnson Sewell

Customer	MFISD
Deal Number	159514
Stock Number	KEC90788
Date	7/1/2019

Vehicle Price	$	55,760.00
Manufacture Discounts	$	-
MSRP	$	55,760.00
Johnson Sewell Discount	$	6,161.29
Sales Price	$	49,598.71

FEES	$	157.00
Taxes	$	94.29
	$	251.29

Total Purchase Price	$	49,850.00

KTP-000960 99 52G 487 | 7B LABL | X ADJ | COV | X PRCS | B1C | RAMP | BUMP | 1FT7W2BT5KEC90788 SUPER DUTY 1FT7W2BT5 KEC90788 NB BU09

Go Further
ford.com

VEHICLE DESCRIPTION
SUPER DUTY
KE C90788

2019 F250 SRW 4X4 CREW CAB
XL 176" WB STYLESIDE
6.7L POWER STROKE V8 DIESEL
6-SPEED AUTO TRANS

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM EARTH GRAY CLOTH

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- BOX RAIL/TAILGATE MOLDINGS
- DOOR HANDLES - BLACK
- HEADLAMPS -WIPER ACTIVATED
- LOCKING REMOVABLE TAILGATE
- PICKUP BOX, TIE DOWN HOOKS -NA W/BOX DLT
- SPARE TIRE AND WHEEL LOCK -NA W/BOX DLT
- TOW HOOKS
- TRAILER SWAY CONTROL

INTERIOR
- 60/40 REAR BENCH W/FLIP-UP /FLIP-DOWN W/ HEAD RSTRNT
- AIR COND, MANUAL FRONT
- DRIVER SEAT-MANUAL LUMBAR
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- TILT/TELESCOPE STR COLUMN
- VINYL SUN VISORS

FUNCTIONAL
- 4-WHEEL ANTI-LOCK DISC BRAKING SYSTEM
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MANUAL LOCKING HUBS
- MONO BEAM COIL SPRING FRT SUSPENSION W/STAB BAR
- MYKEY®
- REAR VIEW CAMERA NA W/BOX DLT

SAFETY/SECURITY
- ADVANCETRAC WITH RSC
- AIRBAGS - SAFETY CANOPY
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SECURILOCK® ANTI-THEFT SYS
- SOS POST CRASH ALERT SYS

WARRANTY
- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 DIESEL ENGINE

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
PREFERRED EQUIPMENT PKG.600A	
6.7L POWER STROKE V8 DIESEL	9120.00
6-SPEED AUTO TRANS	NO CHARGE
LT245/75R17E BSW ALL-TERRAIN	165.00
3.31 ELECTRONIC-LOCKING AXLE	390.00
POWER EQUIPMENT GROUP	1125.00
GOOSENECK HITCH KIT	250.00
XL DECOR PACKAGE	NO CHARGE
FX4 OFF-ROAD PACKAGE	400.00
.SKID PLATES	
10000# GVWR PACKAGE	
50 STATE EMISSIONS	NO CHARGE
SPARE TIRE AND WHEEL	NO CHARGE
TRAILER BRAKE CONTROLLER	270.00
5TH WHEEL HITCH PREP PACKAGE	500.00
TELESCPNG TT MIRR-POWR/HTD	
JACK	
BOXLINK	75.00
UPFITTER SWITCHES	165.00
EXTRA HEAVY DUTY ALTERNATOR	NO CHARGE
TOUGH BED SPRAY IN BEDLINER	540.00
REAR CHMSL CAMERA	200.00
CLOTH 40/20/40 SEAT	315.00
XL VALUE PACKAGE	1000.00
.CRUISE CONTROL	
.AM/FM STEREO MP3/CLK	
.SYNC VOICE ACTIVATED SYSTEMS	

PRICE INFORMATION	(MSRP)
BASE PRICE	$39,750.00
TOTAL OPTIONS/OTHER	14515.00
TOTAL VEHICLE & OPTIONS/OTHER	54265.00
DESTINATION & DELIVERY	1495.00

RAMP ONE: RK34
RAMP TWO:
RAIL
ITEM #: 52-8078 O/T 2

TOTAL MSRP $55,760.00

FORD CREDIT Whether you decide to lease or finance your vehicle, you'll find the choices that are right for you. See your dealer for details or visit www.ford.com/finance.

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B328 A 7BX X 920 000960 05 16 19

EPA DOT Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

fueleconomy.gov
Calculate personalized estimates and compare vehicles

GOVERNMENT 5-STAR SAFETY RATINGS

Overall Vehicle Score ★★★★
Based on the combined ratings of frontal, side and rollover.
Should ONLY be compared to other vehicles of similar size and weight.

Frontal Crash — Driver ★★★★★ / Passenger ★★★★★
Based on the risk of injury in a frontal impact.
Should ONLY be compared to other vehicles of similar size and weight.

Side Crash — Front seat ★★★★★ / Rear seat ★★★★★
Based on the risk of injury in a side impact.

Rollover ★★★
Based on the risk of rollover in a single-vehicle crash.

Star ratings range from 1 to 5 stars (★★★★★), with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA).
www.safercar.gov or 1-888-327-4236

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BUILT FORD TOUGH

1FT7W2BT5KEC90788

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WARNING: Operating, servicing and maintaining a passenger vehicle, pickup truck, van, or off-road vehicle can expose you to chemicals including engine exhaust, carbon monoxide, phthalates, and lead, which are known to the State of California to cause cancer and birth defects or other reproductive harm. To minimize exposure, avoid breathing exhaust, do not idle the engine except as necessary, service your vehicle in a well-ventilated area and wear gloves or wash your hands frequently when servicing your vehicle. For more information go to www.P65Warnings.ca.gov/passenger-vehicle.

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www.ford.com/help/privacy-terms/

06/26/2019

Johnson Sewell

Customer	MFISD
Deal Number	159514
Stock Number	KDC36808
Date	7/1/2019

Vehicle Price w/KUV Body	$	58,035.00
Manufacture Discounts	$	-
MSRP	$	58,035.00
Johnson Sewell Discount	$	9,783.73
Sales Price	$	48,251.27

Includes:
Knapheide KUV Ultra Low Roof Body
KUV Hitch w/ 4 pin & 7 pin connectors
3-Bow Ladder Rack
After Market Trailer Brake Controller

	$	
FEES	$	157.00
Taxes	$	91.73
	$	248.73

Total Purchase Price	$	48,500.00

OHI-000547 TX 860 102 | 6B LABL | ADJ | COV | X PRCS | B10 | RAMP | BUMP | 1FDWE3F69KDC36808 E-SERIES 1FDWE3F69 KDC36808 NB BU09

Go Further
ford.com

VEHICLE DESCRIPTION

E-SERIES

KD C36808

2019 E-350 SD CUTAWAY
SRW 138 WB
6.2L V8 GAS ENGINE
ELEC 6-SPD AOD W/TOW-HAUL

EXTERIOR
OXFORD WHITE
INTERIOR
MEDIUM FLINT CLOTH

STANDARD EQUIPMENT INCLUDED AT NO EXTRA CHARGE

EXTERIOR
- BUMPER, BLACK
- GRILLE, BLACK
- INTERVAL WIPERS
- LT245/75R16E BSW A/S TIRES
- SEALED HALOGEN HEADLAMPS
- SOLAR TINTED GLASS

INTERIOR
- AIR CONDITIONING
- AM/FM STEREO W/CLOCK
- BLACK VINYL FLOOR COVERING
- DOME LAMP/DOOR COURTESY LT
- DUAL VINYL BUCKET SEATS
- GLOVE BOX W/ 12V PWR PT
- TACHOMETER
- TILT STEERING WHEEL
- VINYL FRONT HEADLINER

FUNCTIONAL
- ALTERNATOR 155 AMP
- AUX TRANSMISSION COOLER
- ELEC THROTTLE CTRL
- HANDLING PACKAGE
- POWER STEERING
- TWIN I-BEAM INDEPENDENT FRONT SUSPENSION

SAFETY/SECURITY
- 3 POINT SAFETY BELTS
- 4-WHEEL ANTI-LOCK DISC BRAKING SYSTEM
- DRIVER/PASSENGER AIR BAGS
- SIDE IMPACT DOOR BEAMS
- TIRE PRESSURE MONITOR SYS

WARRANTY
- 3YR/36000 BUMPER TO BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST

INCLUDED ON THIS VEHICLE	(MSRP)
OPTIONAL EQUIPMENT/OTHER	
PREFERRED EQUIPMENT PKG.780A	
.STANDARD TRIM	
6.2L V8 GAS ENGINE	- 350.00
4.10 LIMITED SLIP AXLE XE6	270.00
HIGH-SERIES EXT UPGRADE PKG	100.00
POWER WINDOWS AND LOCKS GROUP	465.00
BACK UP CAMERA	440.00
FRONT LICENSE PLATE BRACKET	NO CHARGE
10050# GVWR PACKAGE	NO CHARGE
50 STATE EMISSIONS	NO CHARGE
USER DEFINED SWITCHES	85.00
CRUISE CONTROL	240.00
TRAILER TOWING PKG CLASS I	135.00
MIRRORS,MAN TLR TOW W/PWR GLS	230.00
FRAME PUCKS (ISOLATORS)	50.00
16" SPORT WHEEL COVER	120.00
CLOTH BUCKET SEATS	NO CHARGE
DAYTIME RUNNING LIGHTS	45.00
REMOTE KEYLESS ENT/PANIC ALARM	225.00
GASOLINE FFV	

PRICE INFORMATION	(MSRP)
BASE PRICE	$31,385.00
TOTAL OPTIONS/OTHER	2055.00
TOTAL VEHICLE & OPTIONS/OTHER	33440.00
DESTINATION & DELIVERY	1295.00

NOT FOR AMBULANCE USE.
FORD WARRANTY IS VOID IF USED AS AN AMBULANCE

RAMP ONE: RA80
RAMP TWO:
RAIL
ITEM #: 86-6546 O/T 59

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TOTAL MSRP $34,735.00

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SPECIAL ORDER
R664 R 6B X 950 000547 06 14 19

EPA DOT Fuel Economy and Environment

FUEL ECONOMY RATINGS NOT REQUIRED ON THIS VEHICLE

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351

07/01/2019

DISTRIBUTOR NET PRICES
EFFECTIVE: FEBRUARY 4, 2019

THE KNAPHEIDE MANUFACTURING COMPANY
1848 Westphalia Strasse. P.O. Box 7140
Quincy, IL 62305-7140 U.S.A.
Phone (217) 222-7131 • Fax (800) 654-8997

KNAPHEIDE
SINCE 1848

KUV® SERIES BODIES

FOR COMMERCIAL CUTAWAY VAN CHASSIS

Model	Net Price	CA	Applicable Chassis	Dimensions							Net Weight (lbs)
				Body Length (Nominal)	Body Height	Body Width	Comp. Depth	Clear Door Width	Clear Door Height	Interior Clear Height	
SRW MODELS											
KUV129SU		80"	1992 and later Ford E-350 (138" WB) 1997 & later GM G-Van (139" WB)	129.25"	70"	83"	14.5"	49.5"	49.3"	55.8"	1726
KUV129SL					78"				54.3"	63.8"	1906
KUV129SH					90"				66.3"	75.8"	2083
DRW MODELS											
KUV129DL		80"	1992 and later Ford E-350 (138" WB) 1997 and later GM G-Van (139" WB)	129.25"	78"	94"	14.5"	60.5"	54.3"	63.8"	1969
KUV129D20L					78"		20"	49.5"	54.3"	63.8"	2042
KUV129DH					90"		14.5"	60.5"	66.3"	75.8"	2177
KUV129D20H					90"		20"	49.5"	66.3"	75.8"	2208
KUV153DL		100"	1992 and later Ford E-350/450 (158" WB) 1997 and later GM G-Van (159" WB)	153.25"	78"	94"	14.5"	60.5"	54.3"	63.8"	2333
KUV153D20L					78"		20"		54.3"	63.8"	2368
KUV153DH					90"		14.5"		66.3"	75.8"	2481
KUV153D20H					90"		20"	49.5"	66.3"	75.8"	2515

Units are assembled and have prime paint exterior. Interior is painted light gray. To order bumper refer to the service body option section. **Optional rear tank on GM G-Van chassis not compatible with any KUV® Series bodies.**

KUV® SERIES BODY MODEL NUMBER CODE:

S denotes SRW application with 14.5" compartments and 54" floor width
D denotes DRW application with 14.5" compartments and 65" floor width
D20 denotes DRW application with 20" compartments and 54" floor width
U denotes ULTRA LOW model roof
L denotes LOW model roof
H denotes HIGH model roof

Prices include the following standard features:

- Two (2) adjustable divider shelves, street and curb side front vertical compartments. (All compartments ahead of horizontal.)
- One (1) adjustable divider shelf, street and curb side rear vertical compartments. (All compartments behind horizontal.)
- One (1) adjustable divider shelf, curb side horizontal compartment.
- (28) total shelf dividers.
- Two (2) full length shelves each side: interior of body (one (1) on top of compartment and one (1) fixed shelf in roof). L and H model only.
- One (1) full length shelf each side: interior of body (on top of compartment) U model only.
- Riveteless rotary slam latches on all side doors with double spring over center door retainers on all vertical doors.
- Wind deflector above cab (shipped loose with mounting holes pre punched) on DRW L and H models and SRW H models only.
- ABS partition with sliding, double panel door with 12x16 glass window. Partition color is standard gray to match cab interior.
- Double panel Galvanneal rear doors with riveteless latch.
- Two (2) rear access doors with riveteless latch on upper roof structure and Master Locks (installed).
- Grab handle at right rear in cargo area.
- Complete surface mounted light kit with all required lights and 2 interior dome lights (all light holes pre punched).
- Body to cab seal.

Factory Mounting kit is required in order to be eligible for warranty (Price excludes mounting kit.)

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THE KNAPHEIDE MANUFACTURING COMPANY
1848 Westphalia Strasse. P.O. Box 7140
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Phone (217) 222-7131 • Fax (800) 654-8997

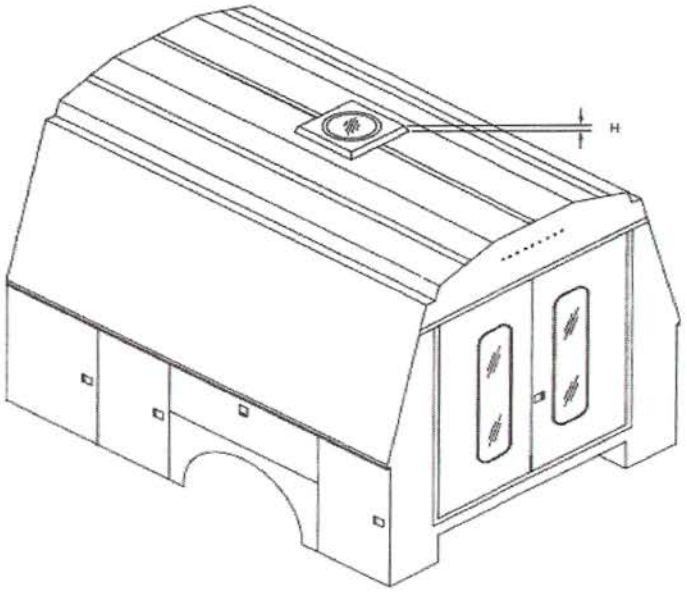
KNAPHEIDE
SINCE 1848

SERVICE BODY OPTION

SKYLIGHT IN ROOF FOR KUV & KC SERIES

THE 12" DIAMETER SKYLIGHT IS MADE FROM TRANSLUCENT FIBERGLASS WITH A WEATHER TIGHT NEOPRENE SEAL. THIS OPTION IS AVAILABLE INSTALLED ONLY FOR ALL KUV AND KC SERIES BODIES.

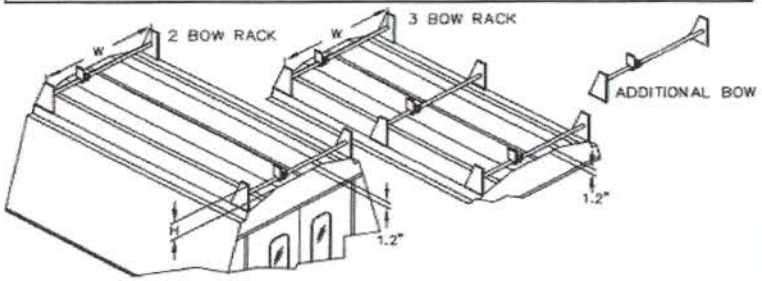
MODELS	H
KUVS & KUVD20 SERIES	.62"
KUVD SERIES	2.62"
ALL KC SERIES	2.62"



77004703	INSTALLED SKYLIGHT IN ROOF FOR KUV AND KC SERIES	
Option No.	APPLICATION	PRICE

OVERHEAD LADDER RACK FOR KUV & KC SERIES

THE LADDER RACK IS CONSTRUCTED ROM 1/8" HIGH STRENGTH ALUMINUM SUPPORT BRACKETS AND 1-5/8" ALUMINUM PIPE. THE LADDER RACKS ARE PROVIDED AS TWO PIECE OR THREE PIECE WELDMENTS WITH WHITE POWDER COAT FINISH ONLY. ALL MOUNTING BRACKETS AND HARDWARE ARE ZINC PLATED TO PROVIDE MAXIMUM CORROSION PROTECTION. LADDER STOPS AND 1" WIDE RUBBERIZED NYLON BELTS ARE PROVIDED TO SECURE THE LADDER IN STOWED POSITION ON EACH BOW. TWO ADDITIONAL BELTS AND MOUNTING HARDWARE ARE AVAILABLE AS A KIT FOR APPLICATIONS WHERE MORE THAN ONE LADDER IS BEING STOWED. THE WEIGHT OF THE OVERHEAD LADDER RACK IS 11 LBS FOR 2 BOW OR 17 LBS FOR 3 BOW. THE LOAD CARRYING CAPACITY IS 300 LBS WHEN MOUNTED ACCORDING TO RECOMMENDED PROCEDURES. THE LADDER RACK IS COMPATIBLE WITH ALL OTHER OPTIONS EXCEPT ROOF VENTS.



MODELS & APPLICATIONS	W	H
KC1478 & KC2089	48.8"	8.9"
KUVS, KUVD20, KUVD-FT/RP, KC1483 & KC2094	53.8"	8.5"
KUVD	64.8"	7.5"

20062659W	LOOSE, WHITE LADDER RACK, TWO BOWS, 64.8" WIDTH	
26061861W	LOOSE, WHITE LADDER RACK, THREE BOWS, 64.8" WIDTH	
26064030W	LOOSE, 1 ADDITIONAL WHITE LADDER RACK BOW, 64.8" WIDTH	
26061564W	LOOSE, WHITE LADDER RACK, TWO BOWS, 53.8" WIDTH	
26061846W	LOOSE, WHITE LADDER RACK, THREE BOWS, 53.8" WIDTH	
26064022W	LOOSE, 1 ADDITIONAL WHITE LADDER RACK BOW, 53.8" WIDTH	
26064105W	LOOSE, WHITE LADDER RACK, TWO BOWS, 48.8" WIDTH	
26064113W	LOOSE, WHITE LADDER RACK, THREE BOWS, 48.8" WIDTH	
26064121W	LOOSE, 1 ADDITIONAL WHITE LADDER RACK BOW, 48.8" WIDTH	
20062378	LOOSE, KIT WITH TWO ADDITIONAL BELTS FOR 2ND LADDER	
Option No.	APPLICATION	PRICE

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Phillips, Michael

From: Paul Neagle <pneagle@MacHaikFL.com>
Sent: Tuesday, July 09, 2019 4:39 PM
To: Phillips, Michael
Subject: 2019 F250 and 2019 E350 KUV
Attachments: img20190709_16372767.pdf

Hi Michael,

Here are the quotes you requested. I have attached window stickers. Please verify these have everything you want.

Econoline KUV

		Stock #C36808	TBD	
Price Breakdown	$32,998.00	Accessories		
Accessories	$13,350.00			
Truck Price	$46,348.00	Knapheide KUV Body with 3 bar rack	$	13,350.00
Customer Cash	$ -		$	-
GPC	$ 5,000.00		$	-
Upfit program Cash	$ -		$	-
Trade In Assistance*	$ -		$	-
Ford Credit Cash**	$ -		$	-
Rebate Total	$ 5,000.00		$	-
Sales Price	**$41,348.00**		$	-
Trade In Value	$ -		$	-
Trade Difference	$41,348.00		$	-
Sales Tax	$ -		$	-
Vehicle Inventory	$ -		$	-
Doc Fee	$ 150.00		$	-
Title Fee	$ -		$	-
2 Year Inspection	$ 7.00	Accessories Total	$	13,350.00
License	$ -			
Buy Board Fee	$ -			
Delivery	$ 200.00			
Amount to Finance	$41,705.00			

F250 Diesel

		Stock #D82677	TBD	
Price Breakdown	$50,681.00	Accessories		
Accessories	$ 1,985.00			
Truck Price	$52,666.00	Gooseneck Hitch and 7pin connector	$	895.00
Customer Cash	$ -	Cab Steps	$	595.00
GPC	$ 8,600.00	Spray Bed Liner	$	495.00
Upfit program Cash	$ -		$	-
Trade In Assistance*	$ -		$	-
Ford Credit Cash**	$ -		$	-
Rebate Total	$ 8,600.00		$	-
Sales Price	**$44,066.00**		$	-
Trade In Value	$ -		$	-
Trade Difference	$44,066.00		$	-
Sales Tax	$ -		$	-
Vehicle Inventory	$ -		$	-
Doc Fee	$ 150.00		$	-
Title Fee	$ -		$	-
2 Year Inspection	$ 7.00	Accessories Total	$	1,985.00
License	$ -			
Buy Board Fee	$ -			
Delivery	$ 200.00			
Amount to Finance	**$44,423.00**			

F250 Gas

		Stock #D92757	TBD	
Price Breakdown	$43,373.00	Accessories		
Accessories	$ 1,490.00			
Truck Price	$44,863.00	Gooseneck Hitch and 7pin connector	$	895.00
Customer Cash	$ -	Cab Steps	$	595.00
GPC	$ 8,600.00		$	-
Upfit program Cash	$ -		$	-
Trade In Assistance*	$ -		$	-
Ford Credit Cash**	$ -		$	-
Rebate Total	$ 8,600.00		$	-
Sales Price	**$36,263.00**		$	-
Trade In Value	$ -		$	-
Trade Difference	$36,263.00		$	-
Sales Tax	$ -		$	-
Vehicle Inventory	$ -		$	-
Doc Fee	$ 150.00		$	-
Title Fee	$ -		$	-
2 Year Inspection	$ 7.00	Accessories Total	$	1,490.00
License	$ -			
Buy Board Fee	$ -			
Delivery	$ 200.00			
Amount to Finance	**$36,620.00**			

Thank you,

Paul Neagle
Commercial Account Manager
Mac Haik Ford Lincoln
512-563-3290

Vehicle Locator

Dealer Information

CHEVROLET BUICK MARBLE FALLS
2301 HWY 281 NORTH
MARBLE FALLS, TX 78654
Phone: 830-693-2777
Fax: 830-798-0457

1G1ZB5ST8KF177314

Model Year: 2019
Make: Chevrolet
Model: Malibu
1ZC69-LS / RS
PEG: 1LS-1LS Preferred Equipment Group
Primary Color: G6O-Pacific Blue Metallic
Trim: H1T-Jet Black Cloth Interior Trim
Engine: LFV-Engine 4 cyl, 1.5L, Turbo
Transmission: MRG-Transmission, Automatic Continuously Var. Ratio

Event Code: 5000-Delivered to Dealer
Order #: WPXC65
MSRP: $24,160.00

Order Type: TRE-Retail Stock
Stock #: C177314
Inventory Status: Available
Total Cash Allowance: N/A

Additional Vehicle Information	
GM Marketing Information	

Vehicle Options

Chargeable Options	MSRP
W2D-LPO: Cargo Net	$65.00

No Cost Options

FE9-Federal Emissions
LFV-Engine 4 cyl, 1.5L, Turbo
MRG-Transmission, Automatic Continuously Var. Ratio

Other Options

1LS-1LS Preferred Equipment Group	B34-Floor mats, front, carpeted
B35-Rear Floor Mats, Carpeted Insert	BTM-Push button start, keyless
D31-Interior Rearview Mirror	G6O-Pacific Blue Metallic
H1T-Jet Black Cloth Interior Trim	IOR-Radio, Infotainment, 8" Color Touch-Screen
K34-Cruise Control Automatic, Electronic	KL9-Engine control stop/start
N37-Steering Column Tilt, Telescoping	N45-3-Spoke Steering Wheel
QC7-Wheel, 16 x 7.0, aluminum	SJF-Wheel Spare 16 Inch Steel
TDM-Teen Driver Mode	U80-Display Compass
UDC-Display Instrument Driver Info Enhanced (One color grap	UE1-Onstar
UQF-Speaker system standard audio	UVC-Rear View Camera
VK3-License Plate bracket, front	VV4-Communication Equip Mobile Internet Connectity

"~" indicates vehicle belongs to Trading Partner's inventory

Disclaimer:

GM has tried to make the pricing information provided in this summary accurate. Please refer to actual vehicle invoice, however, for complete pricing information. GM will not make any sales or policy adjustments in the case of inaccurate pricing information in this summary.

QUOTE# 00AA

CONTRACT PRICING WORKSHEET

End User: MARBLE FALLS ISD	Contractor: CALDWELL COUNTRY
Contact Name: GINA SOLORZANO	CALDWELL COUNTRY
Email: GSOLORZANO@MFISD.TED.NET	Prepared By: Chris Collins
Phone #: 880-798-2800	Email: chris@caldwellcountry.com
Fax #:	Phone #: 979-200-8149
Location City & State: MARBLE FALLS, TX 78654	Fax #: 979-567-0853
Date Prepared: JUNE 24, 2019	Address: P. O. Box 27, Caldwell, TX 77836
Contract Number: BUY BOARD #521-16	Tax ID # 14-1856872

Product Description: 2018 CHEVROLET MALIBU LS 1ZC69

A Base Price ($18,820) & Options ($0):	$18,820

B Fleet Quote Option:

Code	Description	Cost	Code	Description	Cost
	LS PACKAGE, 1.5L-4 CYLINDER TURBO, AUTOMATIC, CLOTH BUCKETS, CARPET FLOOR W/MATS, AIR CONDITION, AMFM-STEREO W/BLUETOOTH, TILT, CRUISE, POWER WINDOWS, POWER LOCKS, POWER MIRRORS, KEYLESS ENTRY, REAR WINDOW DEFOGGER, REAR VISION CAMERA	INCL			
	GM WARRANTY 5YR/100,000 MILES POWERTRAIN @ N/C	INCL		CALDWELL COUNTRY PO BOX 27 CALDWELL, TEXAS 77836	

Subtotal B	INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C	

D Other Price Adjustments (Installation, Delivery, Etc...)

Subtotal D	INCL
E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D)	$18,820
Quantity Ordered	1

Subtotal E		$18,820
F Non-Equipment Charges (Trade-In, Warranty, Etc…)		
BUY BOARD FEE		$400
G. Color of Vehicle: WHITE		
H. Total Purchase Price (E+F)		$19,220
	Estimated Delivery Date:	UNIT IN STOCK

Rush Bus Center - Selma TX
16345 IH 35 North
Selma, TX 78154
830-626-5995
877-5RUSHBUS

Customer Proposal Letter

Marble Falls ISD
1800 Clot Cir
Marble Falls, TX 78654
830-693-4357

Thank you for the opportunity to earn your business. We look forward to working with you on your business needs. Please accept the following proposal. Price & delivery are contingent upon chassis availability. A PO is required to secure an order. Remit PO to rushbus@rushenterprises.com. Fees associated with any purchasing co-op are not included. Applicable co-op fees must be applied as separate line item on the PO. Delivery terms are 120-150 days ARO. Transportation Code Sec. 2251.021 Subchapter B.a. - Payment terms NET 30

VEHICLE

Make Collins Model DE516WR Year 2019 Stock Number To Be Determined

Section 547.701(e) of the Texas Transportation Code, as amended, is effective September 1, 2017. 2018 model or newer School Buses & Multi-Function School Activity Buses operated after the effective date may require Three-Point Seat Belts in order to comply with the statute. Customers MUST provide Rush Bus Centers with resolution documentation & written board approval to request OPT OUT provision if ordering buses without three-point seat belts. Quoted pricing includes the cost of three-point seat belts for all passengers.

		Total
Quantity	1	
Truck Price per Unit	$67,306.00	$67,306.00
F.E.T. (Factory & Dealer Paid)	$0.00	$0.00
Net Sales Price	$67,306.00	$67,306.00
Optional Extended Warranty(ies)		
State Sales Tax		
Documentary Fee		
Administration Fee		
Vehicle Inventory Tax		
Additional Taxes		
Tire Recycling Program		
Battery Disposal Fee		
Out of State Vehicle Fee		
Rebate(s)		
Total Sales Price (Including Rebate(s))	$67,306.00	$67,306.00
Trade Allowance (see DISCLAIMER Below)		$0.00

Sales Representative — Craig Horinka (printed name)

Purchaser — signature / printed name

signature / printed name

Accepted by Sales Manager or General Manager — title / date

signature / printed name

Quote good until 3/30/2019

Note: The above Customer Proposal is a quotation only. Sale terms subject to approval of Sales Manager of Dealer.

DISCLAIMER: Any order based on this Proposal subject to Customer executing Dealer's standard form Retail Purchase Order incorporating above terms. Any documentary fees, state tax, title, registration and license fees subject to adjustment and change. Actual F.E.T. to be paid by Dealer, subject to adjustment. Any F.E.T. variance will be responsibility of Dealer. Manufacturer has reserved the right to change the price to Dealer of any vehicle not currently in Dealer's stock, without notice to Dealer. If Quoted Vehicle(s) not currently in Dealer's stock, Dealer reserves right to change Quotation Total to reflect any price increases from Manufacturer. This Proposal is based upon Dealer's current and expected inventory, which is subject to change. Dealer not obligated to retain any specific vehicles in stock, nor maintain any specific inventory level. Dealer shall not be obligated to fulfill Proposal in event quoted vehicle(s) not in stock or available within requested delivery schedule at time Proposal accepted. Dealer shall not be liable for any delay in providing or inability to provide Quoted Vehicle(s), where such inability or delay is due, in whole or in part, to any cause beyond the reasonable control of Dealer or is without the gross negligence or intended misconduct of Dealer. Above listed Trade Value based upon current appraisal of Trade Vehicle(s). Dealer may adjust Trade Value of Trade Vehicle(s) to reflect changes in condition and/or mileage of Trade Vehicle(s) between date of current appraisal and acceptance of this Proposal by Customer.

RTC Q-300-7/12

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www.rushbuscenters.com

12+1 Passenger MFSAB



MARBLE FALLS ISD

This quoted bus meets or exceeds all FMVSS requirements for Multi-Function School Activity Bus

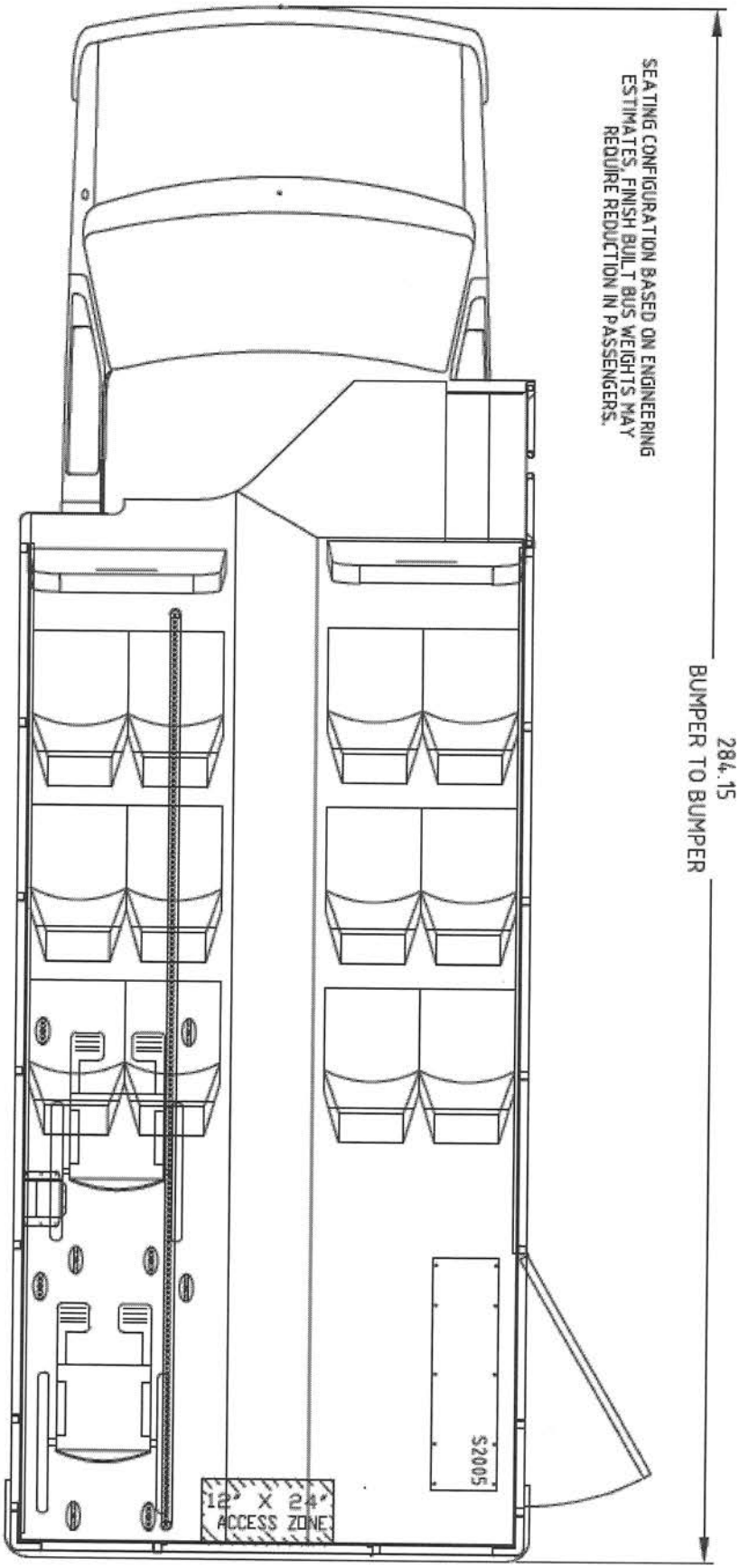
Chassis Specifications

- 2019 Ford E350 Chassis
- Dual Rear Wheel
- 6.2L Gasoline engine
- 12,500 GVWR
- 158" Wheelbase
- 6 Speed automatic transmission w/overdrive
- 4 Wheel disc ABS hydraulic brakes
- 40 Gallon fuel tank capacity
- 155 Amp Alternator
- 800 CCA heavy duty battery
- Brake warning indicator, voltmeter, engine temperature, oil pressure, fuel level, speedometer, trip odometer
- Exhaust through rear bumper
- 12v Auxiliary power port on dash
- Tilt power steering
- Six (6) LT 225/75R 16E BSW All season steel radial tires
- OEM standard wheels
- Front & rear bumpers; black
- Daytime running lamps
- Intermittent windshield wipers w/one gal. reservoir
- OEM Front heater/defroster
- OEM Driver seat gray vinyl with 3pt ELR belt

Body Specifications

- 12+1 Passenger capacity
- 2019 Collins DE516WR
- 76.5" Interior headroom at center aisle.
- Carpeted interior ceiling
- Overhead grab rails above aisle each side
- Steel body side and rear panels
- 2" Complete body insulation to include front and rear caps, pillars and roof bows
- Two-step stepwell entry
- Left & Right side handrails at entry
- Diamond tread aluminum driver step
- Interior electrical access in front header
- Dark tint split sash windows with black frames
- 35" Freedman family seats with gray fireblock upholstery. LH track mounted. RH floor mounted
- Three point belts for all passengers
- First aid kit, 5lb. Fire extinguisher, Triangle warning devices, 112 db backup alarm, and belt cutter
- 6 x 16 Interior mirror w/ adjustable visor
- Rosco rearview mirrors & cross view mirrors
- White exterior and interior paint
- Reflective material surrounding emergency exit(s)
- Flat floor design
- 5/8" Marine grade plywood sub floor
- Gray rubber floor covering; ribbed aisle & step tread
- White 2" standee mark w/decal
- L Track recessed in floor left side; full length above windows
- L Track pocket for two wheelchair positions
- Double leaf lift door right rear curb side
- Electric powered outward opening full length clear glass entrance door
- Porthole window forward of entrance door
- Rear emergency door with buzzer and single latch
- Padded head protection over doors; gray vinyl
- LED Passenger and driver dome lamps
- Two additional dome lights over lift area
- LED clearance/marker/ID, backup, rear & side amber turn signals, brake & tail lights.
- LED Skirt mounted boarding light, stepwell lamp & skirt mounted boarding light at lift area.
- AM/FM/BT stereo with 4 interior speakers
- Driver's console to right of driver
- Mud flaps rear
- Braun NCL917IBHB-2 Wheelchair lift
- LED interlock advisory panel dash mounted
- Flashing amber lift pilot light on driver console
- Reflective 6 x 6 universal handicap decal
- 60,000 BTU rear heater wall mounted heater
- 70,000 BTU ACT air conditioning system with factory dash ac, dual compressors and skirt mounted condenser. Include vented side skirt panel at condenser fan location.

Warranty: 5 year/100,000 mile body structure warranty. 3 year / 36,000 mile chassis warranty.


SEATING CONFIGURATION BASED ON ENGINEERING
ESTIMATES. FINISH BUILT BUS WEIGHTS MAY
REQUIRE REDUCTION IN PASSENGERS.
284.15
BUMPER TO BUMPER
12" X 24"
ACCESS ZONE
S2005

COLLINS BUS CORPORATION
REV GROUP

LONGHORN BUS SALES

6043 GENERAL BRUCE DRIVE
TEMPLE, TEXAS 76501
800-392-5356



CONFIG NUMBER	QUOTE
CONFIG DESCR	DE516WR-F312G 12+1 MFSAB
CONFIG REV DATE	2/18/2019
ORDER QTY	1
REQ DATE LATE	6/15/2019
DIST NAME	LONGHORN
DIST CONTACT	FRED HOKE
CUST NAME	MARBLE FALLS ISD
CUST BILL STATE	TX
CHAS FIN/FAN	APPLIED

ITEM	QTY	DESCRIPTION
EXCEPTION	1	OVERHEAD GRAB RAILS
100-1-31-12	1	Spec, FMVSS "Multifunction School Activity Bus", meets all "School Bus" FMVSS except traffic control, >10,000# GVWR, driver plus 10 or more passengers (W/C counted as 4 pax), may be used to transport students between school and places other than home.
110-DE516WR-15	1	Core components, DRW high headroom elevated floor model 5 section +16" wheelchair rear door. Flat floor (no wheelwells), 76" interior headroom, 25"X82" entrance door, 96" overall width, all-galvanized-steel construction, 2014.
12119M6G12W313	1	Chassis Ford-US/2019/DRW 158 E350/6.8L Gas/12500/White/AC/Tilt/Cruise/Drivers Seat Standard/ALT. STD/NO RADIO/Standard Differential/White Wheels/Black Bumper/Fast Idle/No Block Heater/No Spare Tire/No Speed Governor/Standard Battery
200-111370-12	1	A/C 70K ACT dual compressor, 2 fan, CS-2 skirt mount condenser, dash & EV20 in-wall evaporator, Ford 6.8G.
210-21-11-12	1	Battery tie-in for Ford gas units. Single battery held in a battery box.
220-02-12	1	Battery upgrade to replaces OEM battery with 800CCA battery
230-201-15	1	Bumper 10" x 3/16 galvanneal steel channel DRW, wrap around extending forward at least 12" w/protecting end caps, with relief hole for exhaust pipe to pass thru.
233-200-16	1	Bumper Brace to attach to frame side, DE/DH 516 models, all Gas and Diesel exhaust systems.
236-2100-12	1	Fuel system protection and preperation for Ford gas standard or elevated floor 138"/158"WB DRW
238-2-516-1-12	1	PARTS REQUIRED TO BUILD SPECIFIC BODY MODEL ON SPECIFIC CHASSIS BRAND (FORD ELEV 516WR)
240-31-12	1	Windshield Gradient Tint Top Of Windshield Ford
250-312-12	1	Door, entrance, black aluminum frame with full-length laminated AS2 glass for DE units
260-5-16	1	Door entrance control, electric mechanism above door header, for glass doors, driver control panel mounted in doghouse. No manual cable-release.
265-212-13	1	Rear egress door, RH (curbside) hinge, aluminum construction, select glass rear door upper/lower separately.
270-01-12	1	Rear door hinge continuous stainless steel
280-10-13	1	Rear Door Latch single latch at center of door, with interior red handle and exterior web style non-hitching handle.
290-212-13	1	Door for wheelchair lift, doulbe leaf 44"W X 65"H, includes gas springs as hold-open.
294-11-12	1	Core electrical items for Ford buses except Transit. Includes Elect. Board, switch panel, buzzer, domes, step lights, and main harness

300-4110-18	1	Child alert system with dome lights; armed by warning lights or door; after ignition off, an audible alert signals driver to check bus; horn will sound after 8 seconds if not disarmed or ignition not in on position; to disarm, ignition on and push button ┐Ãõè┐˜Za
300-51-12	1	Backup-alarm 112dBA that is activated upon placing the bus in reverse gear, wired through the ignition.
300-61-12	1	Circuit breakers provided instead of fuses. Breakers are manual-reset.
300-72-12	1	Switch for heater & fan shutdown, quickly limits interior noise, includes AM/FM radio, heater, defroster, and A/C. Does not affect windshield wipers.
320-516-212-12	1	Ford 500/516 exhaust thru/under the rear bumper gasoline
330-204-12	1	Endcaps fiberglass front and rear exterior for use without warning lights on DE commercial/MFSAB units
332-223-14	1	Exterior steel rear corner skins left and right, driprail and below emergency exit rear door for DE units
334-516-21-12	1	Exterior aluminum left and right roof skins for DRW 516 (5section+16) units
336-516-412-14	1	Exterior steel left and right side skins, behind and above driver skins, and below wheelchair lift for DE 516 (5section+16) WR units
338-2516-20-14	1	Skirts, steel below body panels for elev floor DE516 with AC
339-222-21-14	1	Storage/Battery Box, steel skirt with additional steel compartment
340-03-12	1	Mud Flaps Rear DE
345-21-12	1	Entrance step drives side, Ford, bright aluminum diamond tread, includes flat mud flap on passenger side.
350-516-21-2-12	1	Flooring gray rubber, 1/8" smooth rubber under seats, 3/16" ribbed center aisle rubber 15" wide.
355-02-22-12	1	Flooring step treads, DRW standard and elevated floor models, gray pebble tread with integral white pebble nosing.
360-516-22-12	1	Plywood subfloor for DH/E516 units, 5/8" thick, marine grade
370-240-12	1	Floor seat track for 516 units, L-series single track for left hand seat mounting at leg placement.
400-12-12	1	Heater 60K wall mount located in right rear corner of bus behind W/C lift of Ford units, for gas engines, includes 2 shutoff valves, BLEEDER VALVE
410-07-13	1	Heater shut off valve, cable operated with cable operator located on the dash, use with Ford units only.
420-516-23-14	1	Interior panels below window, embossed aluminum, elevated floor 516 wheelchair lift units.
422-031-15	1	Interior Panels Rear Wall DRW with Exit Door, with AC cutout.
430-516-100-13	1	Interior panels upper, smooth aluminum painted white for DRW 516 units.
440-01-12	1	Grabrail 42" long 1 1/4 dia. stainless, mounted left of entry on RH barrier, designed to prevent entanglement (Passes NHSTA string and nut test)
440-02-12	1	Grabrail 30" long 1 1/4 dia. stainless, mounted right of entry, designed to prevent entanglement (Passes NHSTA string and nut test)
440-03-12	1	Mirror interior clear view back bonded glass, rounded corners and protected edges, 6 x 16 flat. Installed above drivers head on front bulkhead. Interior mirror providing the driver a clear view of interior and rear exit door.
440-07-12	1	Sun shield interior, adjustable, and transparent with finished edge, 6 X 30 Tinted.
440-24-15	1	Vandal lock, E350 models, permits manual lock of rear emergency door from inside while bus not in use, with buzzer. Engine will not start until lock is disengaged, warning buzzer will activate to alert driver lock is engaged. For visual indication
440-44-12	1	HEADLINER GRAY CARPET DH516/DE516
440-90-12	1	Insulation in roof bow cavites and side wall cavities
450-02-12	1	Brake/tail LED lights flange/screw mounted flush with separate license plate light, (2) 4". Required for TX.
460-02-12	1	brake/tail lights, 2- 7" LED type
470-01-12	1	Clearance lights LED type; row of three red lights on rear of bus and single reds on left & right rear, row of three amber lights on front of bus with single ambers on left and right front sides. Lights are low profile grommet mount.
472-01-12	1	Four domelights are powered through the ignition, will only function when ignition is turned on and dome light switch is on.

474-01-12	1	Drivers dome light tied to OEM drivers door open circuit, comes on when drivers door is open, will time itself out when door is shut.
480-05-12	1	Lamps, turn signal amber LED rear 7"
490-02-12	1	Reverse LED lights flange/screw mounted flush, (2) 4". Required for TX.
494-03-12	1	Lights, stepwell lights are illuminated by a DOD operated switch so as to light only when the headlights and clearance lights are on and the DOD is open.
510-00-12	1	Warning lamps, none
520-00-12	1	Electrical control panel for buses with no 4 or 8 light system.
540-10-12	1	Light, exterior located near lower edge of DOD. Comes on when DOD opens, or stepwell lights are on.
555-03-12	1	Dimmer switch for electrical control box lighted switches.
565-22-1110-12	1	Remote Heated Rearview and Crossview mirror system w/ black bracketry for Ford DRW buses. ROSCO AccuStyle 8"x15" dual Rearview mirror incl. 7"x9.5" flat and 7"x4" convex mirror glass, with Heated EyeMax LP Crossview mirrors.
580-06-202-12	1	Headknockers to comply with FMVSS 222; foam pads covered with gray fire block upholstery.
600-22-001-15	1	Paint body exterior white, Ford DH/DE buses.
620-06-999-12	1	Paint Wheels Black (Outer only, does not include inner duals or spare.)
630-24-3-14	1	Radio AM/FM/Bluetooth/Aux/clock, includes antenna and four speakers. For Ford units.
650-51623001-12	1	Rubrails, floor level side rubrails that wrap around the rear of the bus to the emergency door, 4.6" tall X 16 ga steel.-WHITE
652-51623001-12	1	Rubrails, seat level side rubrails that wrap around the rear of the bus to the emergency door. Incl. sep. seat level rail for single lift door, 4.6" tall X 16 ga steel.-WHT
654-51623001-12	1	Rubrails, window level side rubrails that wrap around the rear of the bus to the emergency door. Incl. sep. window level rail for single lift door, 4.6" tall X 16 ga steel.-WHT
656-51600001-12	1	Skirt level rubrails, for use with 516 models, skirt panels accommodate battery box - WHITE
660-14-12	1	Fire blanket
660-18-13	1	Triangle warning reflectors (set of three), with clamp style mount to allow TWR in case to be removed.
660-22-12	1	Fire extinguisher, 5 lb., 3A 40BC with 10" hose and nozzle,, may only be mounted near entrance door.
660-31-12	1	Seat belt cutter, loaded loose in driver compartment.
670-902-12	1	Body fluids kit for TX
680-010-12	1	First aid kit 24 Unit Hard Plastic Case for TX
690-3-01-36-202	1	Barrier, 36" left hand high back with medium gray fire block upholstery, leg at 27" position.
691-2-12	1	Barrier spacing LH to B-pillar, spacing provides energy absorption zone for 2 passengers per FMVSS222 with barrier placed behind B-pillar, must be selected when LH front seat accommodates 2 passengers.
700-3-01-36-202	1	Barrier, 36" right hand high back with medium gray fire block upholstery, no welting, leg at 27" position.
701-0-12	1	Barrier spacing RH to stepwell, none.
710-2-11-35-122	3	Seat, 35" left hand Freedman 3PT activity seat, two passenger, with gray prevail upholstery back and insert level 4, leg at 27".
711-28-12	3	Seat spacing LH 28in hip/knee, maximum allowable to meet FMVSS 222 (school bus
720-2-11-35-122	3	Seat, 35" right hand Freedman 3PT activity seat, two passenger, with gray prevail upholstery back and insert level 4, leg at 27".
721-27-12	3	Seat spacing RH 27in hip/knee.
730-01-14	3	Seat mounting hardware floor mount seats, required for each non-track-mount seat
730-02-14	3	Seat mounting hardware for track mount seats, required for each track-mount seat
750-83-13	1	Track Above Window Left Hand Side of 6-Row Busses for Wall Side Shoulder Belts.
760-01-12	1	Letterbelt, 5" tall decal. Indicate lettering and location, approximately 30 character spaces available, includes both LH and RH side.
760-22-001-12	1	Tape, reflective two inch white, outline sides/rear of DH/DE units
780-100-12	1	Signage, identification, "Collins"
790-03-12	1	Certification plate made of engraved metal located in drivers compartment.

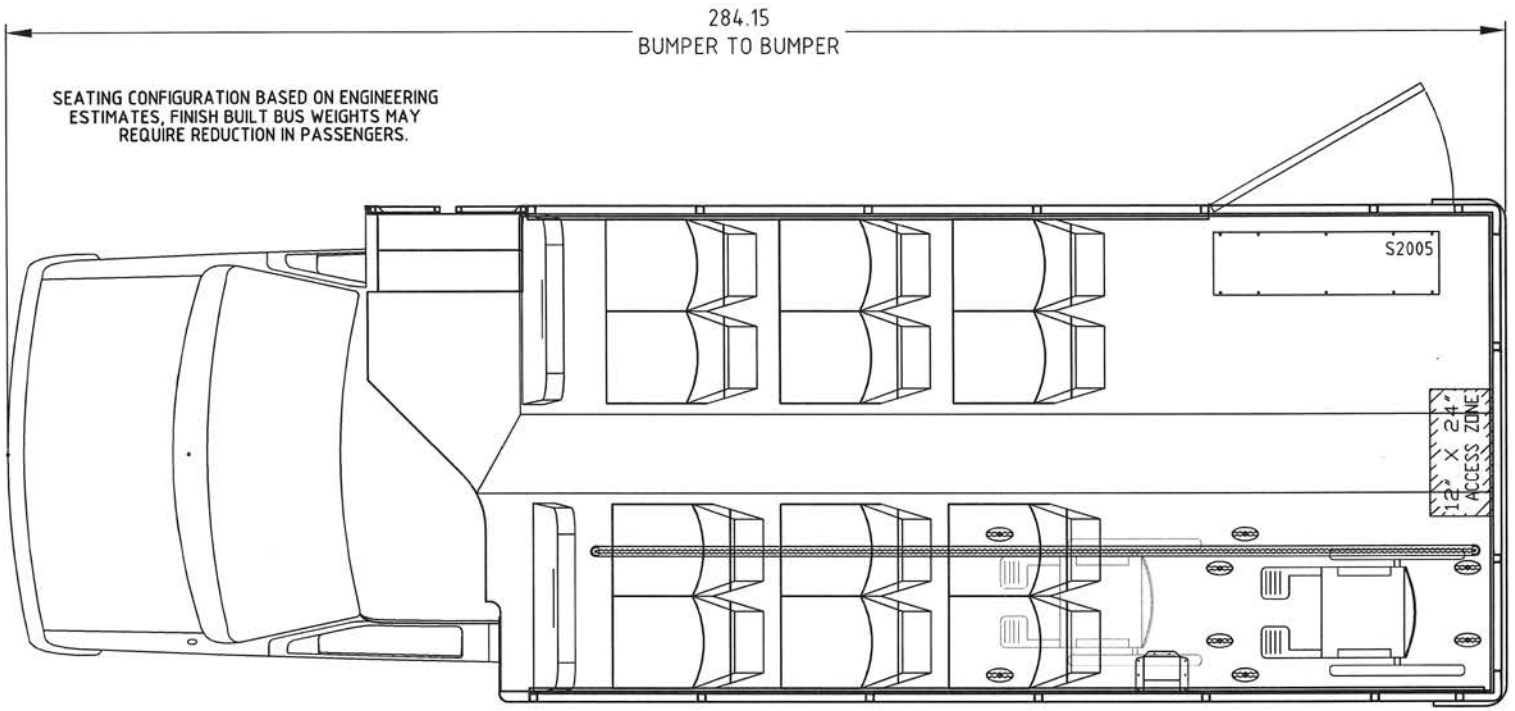
800-01-12	1	Std ext. decal 2" tall "EMERGENCY DOOR" in black/arrow in black. Std int. decal 2" tall "EMERGENCY EXIT" in black/arrow red
840-01-12	1	No Stop Arm
860-04-12	1	Roof vent, static with non-closeable control grille.
870-01-001-12	1	Roof Hatch Transpec Low Profile Standard Safety Vent II Model 1975, 1" White Tape on Ext. Perimeter, Activate Buzzer when Opened w/ Ignition on, Emergency Exit Decals, Operating Instructions, Interior & Exterior Handles, Not Approved for Canada
880-06-12	1	Wheelchair lift, Braun Century NCL917IB-2, meets ADA and FMVSS 403/404 requirements, spring loaded rollstop, economical lightweight design, parallel arm,gravity down.
890-22-12	1	Interlock supplies power to lift when transmission is in park, emergency brake applied, and lift door is open. Shift lever is locked when power is supplied to lift. Lift operates when ignition is on. Has LED display panel that indicates whi
900-31-12	2	Floor securement station, includes 4 L- style Oval pockets.
901-11-12	1	Wheelchair location "L1" LH rear row, designates location only and includes no anchors or belts.
901-12X-12	1	Wheelchair location "L2" LH second row from rear, designates location covered by seats only and includes no anchors or belts.
910-01-12	2	Wheelchair securement SURE-LOK FE500 system, 4 point tie down with integrated adjustable shoulder belt kit with bag.
920-12-12	1	Floodlight on lift door
920-13-12	1	Dome lights (2) over lift area, activated by door opening. (IN ADDITION TO STANDARD DOME LIGHTS.)
920-15-12	1	Light, flashing amber for lift door, dash mounted.
920-62-15	4	Decal, Universal accessibility symbol, 6" x 6" New York Modern Motion Figure. Location is the exterior of the lift door. (SPECIFY OTHER LOCATION.)
925-12-15	1	Window Transition Ford glass, AS2 laminated clear glass
940-123-12	1	Window located in upper portion of lift door with AS3 28% tinted laminated glass, rubber
950-223-12	1	Windows Rear Body DH/DE with Rubber Mounted AS3 Laminated 28% Tinted Glass
960-23-12	1	Window Rear Door Lower Rubber Mounted AS3 Laminated 28% Tinted Glass
970-23-12	1	Window Rear Door Upper Rubber Mounted AS3 Laminated 28% Tinted Glass
980-223-12	9	Window Split Sash 36" with AS3 Laminated 28% Tinted Glass, providing an unobstructed 12 x 28 opening when upper sash is lowered.
982-2-100-1-12	1	Window Split Sash 36" RH and LH Vertical Egress Hinge, Release Handle, Buzzer, Interior/Exterior Signage, and White Exterior Reflective Tape.
985-02-12	1	Undercoat body components, chassis components such as driveline, brake lines, wiring, exhaust system are not undercoated NJ Spec.
986-01-14	1	Warranty, standard limited body, covers body shell, structure, seat structure for 5 YR/100K MI, manufacturer's components for 2 YR/UNL MI, other components 2YR/UNL MI. Excludes corrosion due to road chemicals. Meets Texas Specifications..

Total Ea	**$68,254.00**
Mobility Rebate	**-$1000.00**
Total Ea	**$67,254.00**

Please add $800.00 PER PO FOR BUYBOARD FEE
All Rebates and other incentives have been included in this quote.

68054.00

Approval_____ Date_____
If written approval is not received, Longhorn Bus Sales, LLC accepts no responsiblilty for mis-built units.



DE516WR

COLLINS SEATING PLAN

12 Passengers & 1 W/C Position(s)

3 35 inch ACTIVITY RH Seats at 28 inch Hip to Knee

3 35 inch ACTIVITY LH Seats at 27 inch Hip to Knee

Approved By:_____ Date:_____

1/2" PLYWOOD SUBFLOOR TEMPLATE DRAWING #442662-5

	COLLINS BUS CORP. P.O. BOX 2946 HUTCHINSON, KS. 67504-2946 FORM: F-7.3.06 REVISION 0	THIS DRAWING AND ALL INFORMATION THEREON IS THE PROPERTY OF COLLINS IND. INC.	DRAWN BY	RM
			DATE	01/03/17
TITLE FORD DE516 SB			DRAWING NO.	DE516WRF_335_335L1(2)

COLLINS

SAFETY FIRST | EXCLUSIVE INNOVATIONS | TRUSTED LEGACY

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MFSAB

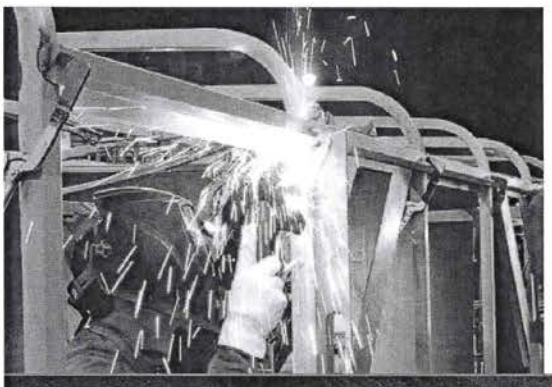
Engineered to Excel at Every Activity

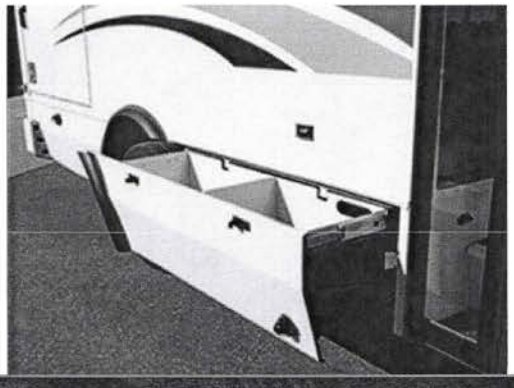
For schools, every day and every trip is different. Knowing flexibility is the rule of the road, Collins developed an innovative, non-CDL multi-function school activity bus (MFSAB) that meets every need. Customers can choose between a Chevrolet or Ford bus that provides trusted performance, and Collins proprietary one-piece tubular roof design ensures safety is standard with every bus we build.



One Activity Bus for Every Road Ahead

Collins' non-CDL (14 passengers and under) activity bus is designed for flexibility and engineered to meet the demands of every trip. With the MFSAB, customers don't have to compromise on features by choosing one bus over another. With engineering that produces best-in-class maneuverability, design that puts storage where it's needed and alternative fuel options for cost-saving efficiency, the Collins activity school bus is ready for whatever journey lies ahead. MFSABs are available on Chevrolet, Ford E Series and Ford Transit chassis. All models are available with gas engines, and the Ford Transit is available with gas or diesel engines.







OUR VEHICLES CONNECT AND PROTECT PEOPLE AROUND THE WORLD EVERY DAY.

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REV

Vehicles for life

STANDARD CHASSIS EQUIPMENT

SRW	CHEVROLET	FORD E-SERIES	FORD TRANSIT
Wheelbase	139"	138"	138"/156"
Engine	4.8L/6.0L Gas	6.2L/6.8L Gas	3.7L Gas/3.2L Diesel
Transmission	6-Speed Auto w/HD Overdrive	6-Speed Auto w/HD Overdrive	6-Speed Auto w/HD Overdrive
GVWR	9,900/10,100	10,050	9,000/9,500
Fuel Tank	33 Gallon	40 Gallon	25 Gallon
Brakes	4-Wheel Disc	4-Wheel Disc	Power w/4-Wheel Anti-Loc
Tires	LT245/75R16E	LT245/75R16E	LT235/65R16C
Alternator	220 Amp	155 Amp	250 Amp Gas/210 Amp Diesel
Batteries	(2) 600 CCA	(1) 650 CCA	(2) 760 CCA

DRW	CHEVROLET	FORD E-SERIES	FORD TRANSIT
Wheelbase	139"/159"	138"/158"	156"
Engine	4.8L/6.0L Gas	6.2L/6.8L Gas	3.7L Gas/3.2L Diesel
Transmission	6-Speed Auto w/HD Overdrive	6-Speed Auto w/HD Overdrive	6-Speed Auto w/HD Overdrive
GVWR	10,000/12,300/ 14,200	11,500/12,500/ 14,500	10,360
Fuel Tank	33 Gallon	40 Gallon	25 Gallon
Brakes	4-Wheel Disc	4-Wheel Disc	4-Wheel Disc
Tires	LT225/75R16E	LT225/75R16E	LT195/75R16C BSW
Alternator	220 Amp	155 Amp	250 Amp Gas/210 Amp Diesel
Batteries	(2) 600 CCA	(1) 650 CCA	(2) 760 CCA

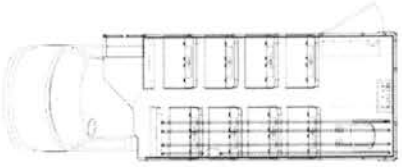
STANDARD BODY EQUIPMENT

- One-Piece 1/2" Marine Grade Plywood Flooring
- 4 Amber, 4 Red Warning Lights
- 4 Interior LED Dome Lights
- 7" Stop/Tail/Turn Exterior Lights
- 4" Stop/Tail/Backup Lights
- Rearview and Crossover Mirrors
- One-Piece Tubular Steel Roof Bows
- White Roof
- 3-Point Seats (Required on <10,000 GVWR)
- Bench Seats (Required on <10,000 GVWR)
- Tinted 28" X 30" or 36" X 30" Split Sash Windows with 12" Opening
- Wrap-Around Rubrails at Seat and Floor Level
- Black Wrap-Around Bumpers
- 1.5" Batted Insulation
- High Density Isolation Pucks

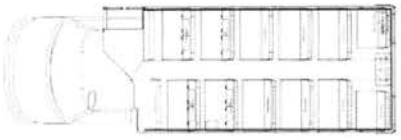
POPULAR OPTIONS

- 3 Point Seats
- One-Piece 5/8" Marine Grade Plywood Flooring
- Activity Seats
- AM/FM/Bluetooth Radio
- Backup Alarm
- Backup Camera
- Battery/Storage Compartment
- Child Restraint Seats
- Colored Rubber Flooring
- Crossing Control Arms
- Electric DOD Door
- Electric Monitors
- Equipment Cage
- Fire Blocking Upholstery
- Interior Mirrors
- Kickout Windows
- LED Lighting Package
- Overhead Luggage (per state)
- PA System
- Rear Heater
- Rear In-Wall A/C
- Reverse Backup Sensors
- Roof Escape Hatch
- Window and Seat Level
- Rubrails
- Safety Equipment
- Spare Tire
- Stainless-Steel Wheel Covers
- Static Roof Vent
- Strobe Lighting
- Track Flooring
- Vandal Lock (Emergency Door)

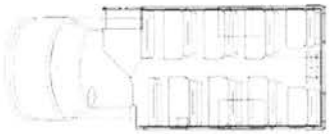
POPULAR FLOOR PLANS



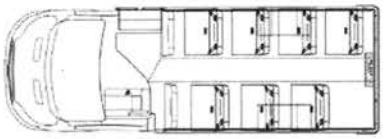
DE516WR - 24 Passenger w/1 WC



DE516 - 34 Passenger



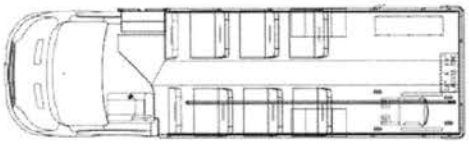
DH400 - 22 Passenger



TH400 - 14 Passenger



TH500 - 20 Passenger



TH516WR - 12 Passenger w/1 WC

Due to ongoing engineering improvements, Collins reserves the right to make changes without notification.

SPECIFICATIONS

	MODEL	Single-Rear Wheel (SRW)	Dual-Rear Wheel (DRW)	Maximum Passenger Seating	Maximum Seating Rows	Elevated Floor	Interior Height (6" from side wall)	Low-Top	High-Top	Interior Height at Center Aisle	Interior Width	Overall Length with Bumper	Overall Width with no Mirrors	Manual Entrance Door	Electric Entrance Door	Wheelchair Available
Chevrolet or Ford E-Series Chassis	SL400	●	-	20*	4	-	67'	●	-	68"	78"	242"	83"	25x70"	27x70"	-
	SL408	●	-	20*	5	-	67"	●	-	68"	78"	250"	83"	25x70"	27x70"	-
	SH400	●	-	20*	4	-	74"	-	●	76"	78"	242"	83"	25x78"	27x78"	-
	SH408	●	-	20*	5	-	74"	-	●	76"	78"	250"	83"	25x78"	27x78"	-
	DH400	-	●	24*	4	-	74"	-	●	77"	91"	242"	96"	25x78"	27x78"	-
	DH416	-	●	28*	5	-	74"	-	●	77"	91"	258"	96"	25x78"	27x78"	-
	DH416WR	-	●	18+1**	5	-	74"	-	●	77"	91"	258"	96"	25x78'	27x78"	●
	DH500	-	●	30*	5	-	74"	-	●	77"	91"	274"	96"	25x78"	27x78"	-
	DH516	-	●	34*	6	-	74"	-	●	77"	91"	290"	96"	25x78"	27x78"	-
	DE416WR	-	●	18+1**	5	●	74"	-	●	77"	91"	258"	96"	25x82"	27x82"	●
	DE516	-	●	34*	5	●	74"	-	●	77"	91"	290"	96"	25x82"	27x78"	-
	DE516WR	-	●	24+1**	6	●	74"	-	●	77"	91"	290"	96"	25x78"	27x82"	-
Ford Transit Series	TL400	●	-	16*	4	-	67"	●	-	68"	78"	240"	83"	25x70"	27x70"	-
	TH400	●	-	16*	4	-	74"	-	●	76"	78"	240"	83"	25x78"	27x78"	-
	TL408	●	-	20*	5	-	67"	●	-	68"	78"	248"	83"	25x70"	27x70"	-
	TH408	●	-	20*	5	-	74"	-	●	76"	78"	248"	83"	25x78'	27x78"	-
	TH500	-	●	25*	5	-	74"	-	●	76"	78"	272"	83"	25x78"	25x78"	-
	TH516WR	-	●	18**	5	-	74"	-	●	75"	78"	272"	83"	25x78"	25x78"	●

● Standard Equipment
* Varies based on state and options selected
** Various passenger/wheelchair configurations available with a maximum of up to 6 positions

SAFETY & RELIABILITY

- Altoona tested simulating seven-years and 200,000 miles of wear
- Innovative structural design provides unparalleled safety and features a one-piece tubular roof bow design
- Industry's largest view-out window reduces blind spots and enhances visibility
- Collins exclusive external storage compartment
- Innovative electrical system offers easy-to-access service points
- 5-Year body warranty and limited lifetime paint warranty

CAPACITY & CONFIGURATION

- From 9 to 34 passenger capacity with up to 6 wheelchair positions
- Available with lap belts, 3-point belts, child restraint belts and activity seats

CHEVROLET & FORD E-SERIES

The narrow-body design of the single rear wheel model offers easy vehicle maneuverability and safety, consistent with a 15-passenger van, and the optional flat floor design of the dual rear wheel model offers a variety of floor plans allowing flexibility in seating configurations, and is available with special needs wheelchair options. The MFSAB on the Chevrolet single rear wheel is available as a High Top 76" and a Low Top 68" for your 15 passenger van replacement.



SL400



DE516WR



DH516



SH400



DH400

FORD TRANSIT SERIES

The Collins Ford Transit bus gives you greater efficiency from less fuel. The bus' narrow body maneuvers easily, even on the tightest roads. Better front-end visibility improves safety for drivers and up to 25* passengers. The Collins Ford Transit delivers all that, all covered by the best warranty in the business.

*Varies based on your state and the options selected.





All models shown with optional equipment and graphics

415 W 6TH AVE • SOUTH HUTCHINSON, KS 67505
1-800-533-1850

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
July 15, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 7.11.19

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
T-TESS Appraiser List for 2019 - 2020 School Year

Executive Summary:

For the 2019 - 2020 school year, teachers will be appraised using the Texas Teacher Evaluation and Support System (T-TESS). The presentation includes the list of T-TESS certified appraisers for the 2019 - 2020 school year for your approval.

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:

The administration recommends approval of the T-TESS Certified Appraiser List as presented.

Submitted By:

Betsy Russell

Board Approval Required: (•) Yes ( ) No

Revised 2.16.16

Marble Falls ISD T-TESS Certified Appraisers
2019 – 2020 School year

Adams, Damon
Barr, Roger
Baty, Leslie
Bernard, Ashley
Cox, Susan
Fields, Clark
Fields, Melissa
Fletcher, Melissa
Gage, Bryce
Gasaway, Jeff
Gasaway, Kara
Haley, Michael
Hampton, Alexandria
Harkins, Leeann
Holton, Kyle
Hughes, Mickey
Koenig, Amy
Lashbrook, Stacy
Leflet, Anthony
Leflet, Yarda
Metzgar, Heather
Minor, Kelly
Moore, Brenda
O'Connor, Erika
Puga, Soor-el
Russell, Elizabeth
Talamantes, Leslie

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
July 15, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 7.11.19

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
T-TESS Appraisal Calendar for the 2019 - 2020 School Year

Executive Summary:

For the 2019 - 2020 school year, teachers will be appraised using the Texas Teacher Evaluation and Support System (T-TESS). The presentation includes the appraisal calendar for the 2019 - 2020 school year for your approval.

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:

The administration recommends approval of the T-TESS Appraisal Calendar as presented.

Submitted By:

Betsy Russell

Board Approval Required: (•) Yes ( ) No

Revised 2.16.16

Marble Falls Independent School District

T-TESS Appraisal Calendar

2019-2020

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

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

August 19

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	✗	✗	✗	24
25	✗	✗	✗	✗	✗	31

September 19

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

October 19

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

November 19

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

December 19

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

January 20

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

February 20

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

March 20

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

April 20

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

May 20

Su	M	Tu	W	Th	F	Sa
					1	2
3	✗	✗	✗	✗	✗	9
10	✗	✗	✗	✗	✗	16
17	✗	✗	✗	✗	✗	23
24	25	✗	✗	✗	29	30
31						

June 20

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

July 20

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

No Formal Observations Permitted

Augst 24 - 30	January 7, 17, 21
September 3 - 5	February 14 & 18
October 11, 15, 18, & 22	March 13 & 24
November 22	April 9 & 13
December 2, 19, & 20	May 6 - 28

Written summative report of End of Year Conference due to teacher within ten working days after conference. Teacher may rebut or request second appraiser within ten working days.

Important Dates

August 20: T-TESS Orientation Completed
August 21: First Day of Instruction
September 6: Formal Teacher Observation Period Opens
September 27: Goal Setting & PD Plan Due to Appraiser
March 25: End of Year Conferences Begin
May 1: End of Year Conferences Conclude
May 28: Last Day of Instruction

Holidays
Sept. 2: Labor Day
Oct. 14: Student / Staff Holiday
Nov. 28 - 29: Thanksgiving
Dec. 23 - Jan. 3: Christmas Break
January 20: Martin Luther King Jr.
Feb. 17:- Student / Staff Holiday
March 16-20: Spring Break
April 10: Good Friday
May 25: Memorial Day

Special Observance (School in Session)
Nov. 11: Veterans Day

Staff Inservice / Student Holiday
October 21: Instructional Planning
January 6: Instructional Planning
March 23: Instructional Planning

Student Early Release / Staff Inservice
December 20: Student Early Release
May 28: Student Early Release

Bad Weather Day / Staff Inservice
May 29: Bad Weather / Staff Inservice

"Comp" Days / Student Holiday
November 25-27: Credit for Prof. Learning

Marble Falls Independent School District
Board Meeting Minutes
June 17, 2019

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

Board Members Present:	Kevin Naumann, Rick Edwards, Kevin Virdell, Gary Boshears and Larry Berkman
Board Members Absent:	Alex Payson and Lee Ann Johnson
Administrators Present:	Dr. Chris Allen, Dr. Jeff Gasaway, Melissa Lafferty, Dr. Shana Fancher, Mike Haley, Susan Cox, Erika O'Connor, Leslie Baty, Allie Hampton, Yarda Leflet, Roger Barr, Soor-el Puga, Damon Adams, Heather Metzgar, Dr. Melissa Fields, Nathan Fink, Gina Solorzano and Ashley Bernard.
Members of the Press:	Nathan Hendrix, The Highlander News and Jennifer Fierro, The Picayune

Special Recognitions
Eagle Scouts
Mike Hodge, Scout Leader, introduced the new Eagle Scouts from Marble Falls ISD.

Lakeside Children's Dentistry – Smart Smiles
Dr. Allen thanked Lakeside Children's Dentistry for their service and hearts for serving the community of Marble Falls including the students of Marble Falls ISD.

Executive Session
At 6:16 p.m., the Board adjourned into executive session to discuss professional personnel (TX Govt. Code 551.074).
Larry Berkman left executive session at 6:28 p.m. and returned at 6:32 p.m.
The Board reconvened from executive session at 6:42 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 Administration's recommendations to for personnel as presented in closed session.

For:	Gary Boshears, Rick Edwards, Kevin Naumann, and Kevin Virdell
Against:	None
Absent:	Alex Payson and Lee Ann Johnson
Abstained:	Larry Berkman

Citizens Comments
No one asked to speak.

Information Items
-General Fund Summary
-Expenditure Report
-2019-2020 School Board Meeting Dates

Presentation/Discussion Items and Possible Action
HVAC and LED Project Contract – Phase 2
Dr. Jeff Gasaway, Assistant Superintendent, presented

Budget Update
Melissa Lafferty, Executive Director of Finance, presented the proposed budget for 2019-2020 fiscal year.

Upon a motion by Rick Edwards, second by Gary Boshears, the Board approved the 2019-2020 proposed budget and called for a public hearing to adopt the proposed budget on June 24, 2019.

For: 5 Against: 0 Absent: 2

2019 Employee Compensation Plan
Dr. Jeff Gasaway, Assistant Superintendent, discussed compensation plan for 2019-2020.

Upon a motion by Gary Boshears, second by Kevin Virdell, the Board approved the 2019-2020 compensation plan which includes 4% general pay increase for teachers with 6 or more years of experience, 3% general pay increase for all other employees, and $35 per month increase on District contribution for health benefits.

For: 5 Against: 0 Absent: 2

Progress Monitoring Software
Leslie Baty, Executive Director of Elementary Education, requested board approval to use existing funds to purchase progress-monitoring software for the 2019-2020 school year. In an effort to increase monetary efficiencies, what has been numerous purchase requests over the school year has been combined into one purchase. The total amount for the purchase is over the $25,000 threshold, at $54, 015.36.

Upon a motion by Gary Boshears, second by Larry Berkman, the Board approved the purchase of the progress monitoring software as presented at a total cost of $54, 015.36.

For: 5 Against: 0 Absent: 2

Rank Proposals in Response to the Request for Competitive Sealed Proposals, Parking and Drives – Package 1A Project, including action on Alternates 1-3
Dr. Chris Allen, Superintendent, explained the 2018 Bond Programs includes improvements/additions to certain drives and paved areas at Highland Lakes Elementary School and Marble Falls Middle School. The initial scope of this work is described in a project called CSP Package 1A. The District used the CSP delivery method to determine which offerer would provide the best value in accomplishing the needed work at these three campuses. District leadership evaluated proposals and recommends STR Constructors, LTD to accomplish the work of CSP Package 1A as they offer the best value to the District.

Upon a motion by Rick Edwards, second by Kevin Virdell, the Board approved the rank of the Proposals, which includes STR Constructors LTD as the highest ranking offerer, as recommended by the Administration and accept all three alternates included with this proposal.

For: 5 Against: 0 Absent: 2

Proposed Construction Contract for the Parking and Drives- Package 1A Project
Dr. Chris Allen, Superintendent, explained that STR Constructors, LTD has been selected to accomplish the drives and pavement work associated with Bond Program work described as CSP Package 1A. District

representation reviewed and assisted with negations of a contract with STR to complete the scope of work in CSP Package 1A and District administration recommends the contact's approval (which includes all three alternates) for $1,841,000.00.

Upon a motion by Rick Edwards, second by Kevin Virdell, the Board approved the contract with STR Constructors, LTD for $1,841,000.00 as recommended by the Administration.

For: 5 Against: 0 Absent: 2

CSP Bond Package 1-B Process
Dr. Chris Allen, Superintendent, explained that Administration has worked with our architects and legal counsel to develop a time line that would allow some of the drives and pavement improvements associated with the bond program to be completed or nearly completed over the summer. The time line is ambitious and would require approval of the construction firm and associated contract in one read (the regular July Board meeting). Competitive Sealed Proposal (CSP) is the designated delivery method for these projects and because we are hoping for a one read approval, administration will be incorporating individual trustees (but not a quorum) in the CSP evaluation and selection process.

Long Range Facilities Plan
Dr. Chris Allen, Superintendent, reviewed the work accomplished by the Facilities Planning Committee, a Long Range Facilities Plan Committee was formed to help generate a Long Range Facilities Plan (LRFP) for Marble Falls ISD. The draft of the LRFP was presented during the May Board meeting and it is now ready to be approved by the Board with a few changes.

Upon a motion by Rick Edwards, second by Larry Berkman, the Board approved the Long Range Facilities Plan as presented.

For: 5 Against: 0 Absent: 2

Approval of Geotechnical Engineering Services
Dr. Jeff Gasaway, Assistant Superintendent, explained that the most highly qualified provider of construction materials engineering and verification testing services for Marble Falls ISD Parking and Drives Package 1A, 1B, and 2, and delegate authority to the Superintendent to negotiate a proposed contract to present to the Board for further consideration and action.

Upon a motion by Rick Edwards, second by Gary Boshears, the Board approved Raba Kistner as the most highly qualified provider of construction materials engineering and verification testing services for the Marble Falls ISD Parking and Drives Package 1A, 1B, and 2, and delegated authority to the Superintendent to negotiate a proposed contract to present to the Board for consideration and action.

For: 5 Against: 0 Absent: 2

2019-2020 Student Handbook and Extracurricular Handbook
Dr. Jeff Gasaway, Assistant Superintendent, presented the handbooks with updates and revisions per TASB and MFISD Administrators for a first read.

Consider and Possible Approval of Action
Consent Agenda
Upon a motion by Rick Edwards, second by Gary Boshears, the Board approved the following as presented:

- Minutes from Special Board Meeting held on June 3, 2019
- Resolutions for the Sale of Properties Acquired by the Burnet CAD

For: 5 Against: 0 Absent: 2

Minutes from Regular Board Meeting held on May 20, 2019
Upon a motion by Gary Boshears, second by Kevin Virdell, the Board approved the minutes held on May 20, 2019 as presented.

For: 5 Against: 0 Absent: 2

Medicaid Billing & SHARS Services Contract
Upon a motion by Rick Edwards, second by Gary Boshears, the Board approved Frontline Technologies for the award of contract for Medicaid billing and SHARS services.

For: 5 Against: 0 Absent: 2

Upcoming Meetings
Monday, June 24, 2019 – Special Board Meeting
Monday, July 15, 2019 – Regular Board Meeting

Adjournment
Hearing no objection, the Board adjourned at 8:03 p.m.

Approved:

_____
Kevin Naumann, President

_____
Gary Boshears, Secretary

Marble Falls Independent School District
Board Meeting Minutes
June 24, 2019

Kevin Naumann, President, called the special meeting to order at 6:09 p.m. at the Marble Falls ISD Central Office Community Room. 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, Larry Berkman, Kevin Virdell, Gary Boshears, and Lee Ann Johnson

Board Members Absent: Rick Edwards and Alex Payson

Administrators Present: Dr. Chris Allen, Dr. Jeff Gasaway, Melissa Lafferty, Dr. Shana Fancher, Leslie Baty, Yarda Leflet, and Michael Phillips

Members of the Press: Nathan Hendrix, The Highlander News

Public Hearing
2019-20 School Year Budget
Kevin Naumann opened the public hearing at 6:11 p.m. regarding the MFISD 2019-2020 budget. Mrs. Melissa Lafferty, Executive Director of Finance, presented and explained the proposed budget to the school board. There were no comments from the public. Mr. Naumann closed the public hearing at 6:28 p.m.

Presentation/Discussion Items and Possible Action
2019-20 School Year Proposed Budget Adoption
Upon a motion by Lee Ann Johnson, second by Gary Boshears, the Board approved the 2019-20 proposed budget as presented.

For:	5	Against:	0	Absent:	2

Approval of Construction Materials Engineering and Verification Testing Services contract with Raba Kistner Inc.
Upon a motion by Gary Boshears, second by Kevin Virdell, the Board approved the construction materials engineering and verification testing services contract with Raba Kistner Inc.

For:	5	Against:	0	Absent:	2

2019-2020 Extracurricular Handbook Review
Dr. Jeff Gasaway, Assistant Superintendent, discussed an additional adjustment that could be contained within our drug testing guidelines. This adjustment could have an intersection with Board Policy. No action was taken.

Early Guaranteed Maximum Price (GMP) for portions of projects assigned to Satterfield and Pontikes CMAR Scope of Work
This item was tabled.

Kaduceus Pharmacy Tech Curriculum and Lab equipment for Marble Falls High School
Leslie Baty, Executive Director of Elementary Education, explained the request for lab equipment, new teacher training and the site license for Kaduceus Pharmacy Curriculum. This is a first read only.

Consider and Possible Approval of Action
Consent Agenda
2018-2019 Final Budget Amendment
Upon a motion by Lee Ann Johnson, second by Gary Boshears, the Board approved the 2018-2019 final budget amendment as presented.

For: 5 Against: 0 Absent: 2

Executive Session
At 6:53 p.m., the Board adjourned into executive session to discuss professional personnel (TX Govt. Code 551.074).

The Board reconvened from executive session at 7:08 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 administration's recommendations for professional personnel hires as presented.

For: 5 Against: 0 Absent: 2

Adjournment
Hearing no objection, the Board adjourned at 7:09 p.m.

Approved:

Kevin Naumann, President

Gary Boshears, Secretary

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
7-15-19

Meeting Type:
- ◉ Regular Meeting
- ○ Special Meeting/Workshop
- ◉ Hearing

Date Submitted: 7.26.19

Agenda Placement:
- ○ Public Hearing
- ○ Information Items
- ○ Presentation/Discussion Items
- ○ Consideration Items
- ◉ Consent Agenda

Subject:
Optional Flexible School Day Program 2019-2020 Application

Executive Summary:

Marble Falls ISD has annually participated in the Optional Flexible School Day Program for students at Falls Career High School through the Texas Education Agency. This program allows high school students, as needed, to participate in a program that provides full educational opportunities while they are working to provide for their family during the traditional school day. The students have to meet specific conditions and MFISD has to meet specific guidelines.

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:

We recommend the board's approval to apply for the Optional Flexible School Day Program for the 2019-2020 school year.

Submitted By:

Yarda Leflet

Board Approval Required: ◉ Yes ○ No

Texas Education Agency

APPLICATION

Optional Flexible School Day Program (OFSDP)

2019-2020 **School Year**

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student is eligible to participate in an optional flexible school day program (OFSDP) authorized under the Texas Education Code (TEC) §29.0822, if:

1. the student meets one of the following conditions:
   - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
   - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
   - the student is attending a school with an approved early college high school program designation; or
   - the student is attending a school implementing an approved innovative campus plan; or
   - **the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).**

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in attendance for purposes of funding under the TEC, Chapters 41, 42, and 46, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students in enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Public Hearings

The board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing concerning the proposed application for an OFSDP before applying to operate an OFSDP under the TEC, §29.0822. In addition, the board of trustees of a school district or governing board of an open-enrollment charter school must hold a public hearing annually to review the performance of the OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article I – Parties to Agreement

Provisions of Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Marble Falls Independent School District

(Legal Name of School District or Open-Enrollment Charter School)

located at

1800 Colt Circle, Marble Falls, TX 78654

(Physical Address)

hereinafter referred to as "district."

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one school year plus an additional 30 school days if the district is applying for credit recovery. **Please note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all of the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

[X] Appendix One, Assurances

[X] Appendix Two, Public Hearings **(Attach File)**

[X] **Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach File)**

[X] Appendix Four, Contact Sheet

[X] **Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach File)**

[ ] Attachment, Copy of articulation agreement between district and university/college if one or more participating campuses have an **Early College High School** Program designation **(Attach file if applicable)**

Article VI – Application Process

- For questions or assistance regarding this application, please email opflex@tea.texas.gov or call 512-463-4834.
- Applications should be submitted 30 days prior to the start of the program, please make sure the start date(s) on Appendix 5 is 30 days or more after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Please email the complete application and attachments to: opflex@tea.texas.gov .
- Email subject line should indicate: 2019-2020 OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Dr. Chris Allen

Typed Title Superintendent

Authorized Signature

Appendix One
Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX ONE. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
   - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
   - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled;
   - the student is attending a school with an approved early college high school program designation; or
   - the student is attending a school implementing an approved innovative campus plan; or
   - the student is attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2).

and

2. the student, if less than 18 years of age and not emancipated by marriage or court order, and the student's parent, or person standing in parental relation to the student, agree in writing to the student's participation.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;

2. All instructional materials and facilities must be comparable to or exceed the required standards for students in similar programs;

3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;

4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;

5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the75% to 90% rule for class credit (TEC, §25.092[a-1]);

6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;

7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.

8. to comply with all reporting requirements established by the TEA;

9. not to discriminate based on disability, race, color, national origin, religion, or sex; and

10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Kevin Nauman, President, 830-693-4357

Name, Title, and Telephone Number of School Board President

Signature of School Board President Date

Dr Chris Allen, Superintendent, 830-693-4357

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Two
Public Hearings

The definition of terms of the application applies to this Appendix Two, Public Hearings. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to hold a public hearing** concerning the proposed application for an OFSDP.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school agrees to hold a public hearing annually to review the performance of the program proposed under this application.

The pre-application public hearing was conducted on:

Month:	July
Day:	15
Year:	2019
Time:	6:00pm
Location:	Marble Falls Independent School District, 1800 Colt Circle, Marble Falls, TX 78654

NOTE: Please include a copy of the posting of this public hearing.

AGREED and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Kevin Nauman, President, 830-693-4357

Name, Title, and Telephone Number of School Board President

Signature of School Board President Date

Dr. Chris Allen, Superintendent, 830-693-4357

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School Date

Appendix Three
Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Concisely provide the information below on separate 8 ½" x 11" sheets of paper:

1. Please indicate the number of OFSDP students that will be served per teacher.

2. **If** the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.

3. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Please explain the following:

    a. How the classroom teacher will verify the number of minutes of instruction a student receives each day.
    b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
    c. How the district will make sure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (180 - Traditional Days Present x 240).
    d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.
    e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

4. **If** students are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), please include the following:

    a. describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
    b. describe the individual learning plan or process used to monitor each student's progress.
    c. indicate how student will be served by an academic coach and local advocate.
    d. indicate the date of the month that monthly student progress reports will be provided to the student's school district.
    e. describe the educational software utilized and explain how the software will track and certify the number of instructional minutes each student receives each day.

Appendix Four
Contact Sheet

The definition of terms of the application applies to this Appendix Four, Contact Sheet. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement:

PAGE LIMIT: SUBMIT NO ADDITIONAL PAGES FOR APPENDIX FOUR, CONTACT SHEET. ALL INFORMATION REQUESTED MUST BE INCLUDED WITH THIS FORM.

District Contact for the Application

Contact Name:	Yarda Leflet
District Superintendent or Charter School Chief Operations Officer:	Dr. Chris Allen
Mailing Address:	1800 Colt Circle
City, State, Zip Code:	Marble Falls, TX 78654
Telephone Number:	830-693-4357
Alternate Telephone Number:	
Fax Number:	830-798-3636
Email Address:	yleflet@mfisd.txed.net

Contact Name:	Heather Metzgar
Email Address:	hmetzgar@mfisd.txed.net

Contact Name:	Allie Hampton
Email Address:	ahampton@mfisd.txed.net

Contact Name:	
Email Address:	

NOTE: The majority of the contact for the approved OFSDP is done via email. Please make sure that a valid email address or valid email addresses are submitted on this form. More than one email address may be submitted. Please provide the full name(s) of the person or persons who are the email contact(s) to ensure that the TEA has accurate information.

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

Please download and complete the template below:

2019-2020 Participating Campuses, Student Eligibility, and Period of Agreement Template.

Please email the completed MS Excel file with the application.



Applications and Templates

- 2019-2020 OFSDP Application (PDF 589 KB)

2019-2020 Participating Campus Student Eligibility, Period of Agreement Template (Appendix Five) (MS Excel) (PDF)

- OFSDP Sample Attendance Registers (PDF 61 KB)

Please email the completed application to opflex@tea.texas.gov.

Appendix Three

2019-2020 OFSDP
Marble Falls Independent School District
Falls Career High School

This program will concentrate on the at-risk population of Falls Career High School who are unable to meet the regular attendance criteria and are at-risk of dropping out of school as defined by TEC 29.0822. Students will be required to spend no less than 45 minutes at the campus on their designated days.

Students at Falls Career High School are offered a dropout recovery, dropout prevention program on campus. FCHS is limited to 50 students and the staff consists of 4.5 certified teachers. Each student is assigned a teacher mentor and has an individual education plan for graduation which states what classes are needed for graduation.

1. Please indicate the number of OFSDP student that will be served per teacher.

   Each teacher will serve no more than 10 students at a time under the OFSDP.

2. If the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, please indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.

   OFSDP students will have access to special education, career and technology education, bilingual education and pregnancy related services. The Falls Career High School Student Services Coordinator will work to ensure that students have access to the services listed above. Some of the services listed above are provided at Falls Career High School and some of the services, like specialized career and technology education classes, will be accessed at Marble Falls High School by certified special program teachers. The Student Services Coordinator works to make sure that student access is not a barrier while on OFSDP. Falls Career High School consists of 4.5 certified teachers, a behavior coordinator (special education certified), a student services coordinator (special education certified), and a principal. One of the DAEP teachers also provides support to Falls Career High School students in ESL and career and technology education. Each student at Falls Career High School is assigned a mentor teacher. The mentor teacher meets with the student, communicates with other staff and the parents on student progress, and tracks student success and access to programming.

3. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Please explain the following:

a. How the classroom teacher will verify the number of minutes of instruction a student receives each day.

   Falls Career High School attendance accounting for OFSDP students includes students signing in and out at the front office every day they are in attendance. In addition, Skyward is the software used to track the number of minutes each student receives each day in attendance on campus. Teachers enter the number of minutes they served OFSDP students each period.

b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.

   Every day the principal and registrar review the OFSDP students who attended and did not attend school and verify that the OFSDP student attendance was entered correctly by the teachers. Weekly attendance reports are also reviewed by the principal and the registrar. In addition, every six-weeks a detailed student report is printed out, signed by the campus principal, and turned in to the curriculum and instruction department for audit purposes.

c. How the district will make sure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (180 – Traditional Days Present x 240).

   The MFISD district PEIMS coordinator will monitor reporting of attendance to ensure OFSDP students do not receive more than 10,800 minutes per course. The MFISD district PEIMS coordinator will participate in the audit every six weeks to review attendance and progress of all OFSDP students.

d. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.

   MFISD requires the registrar at Falls Career High School to generate and retain paper copies of attendance reports and records in addition to the usage of the Skyward program. Additionally, every day the principal and registrar review the OFSDP students who attended and did not attend and verify that the OFSDP student attendance was entered correctly by the teachers. Weekly attendance reports are also reviewed by the principal and the registrar. Every six-weeks a detailed student report is printed out, signed by the campus principal, and turned in to the curriculum and instruction department for audit purposes. The Executive Director of Instructional Services and the PEIMS Coordinator review the submitted materials and conduct the audit every six-weeks.

e. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-weeks.

   Every six-weeks a detailed student report is printed out, signed by the campus principal, and turned in to the curriculum and instruction department for audit purposes. The Executive Director of Instructional Services and the PEIMS Coordinator review the submitted materials and conduct the audit every six-weeks.

4. If student are attending a community-based dropout recovery education program offered online as defined by TEC, §29.081 (e-2), please include the following:

   Marble Falls ISD will not be participating in a community-based dropout recovery education program offered online.

Optional Flexible School Day Program (OFSDP)

School Year 2019-2020

District Number	027-904	#N/A

		ELIGIBILITY DESIGNATION 1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College HS 4 = Innovative Campus Redesign 5 = Credit Recovery 6 = TEC §29.081 (e-1) Campus Dropout Recovery 7 = TEC §29.081 (e-2) Online Dropout Recovery							School Year Period of Agreement (Reported in TSDS PEIMS Summer Collection 3) A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4)				Credit Recovery Summer Period of Agreement Only for Eligibility Designation 5 not to exceed 30 school days (Reported in TSDS PEIMS Extended Collection 4) A Student may not report more than one ADA IN TOTAL on the 42400 Basic Attendance collection 3 and 42500 Flex Attendance in collections 3 and 4)			
Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Total Students	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day	Start Date	End Date	Proposed Days: SUMT WTHFS	Minutes Per Day
027-904-002	Falls Career High School	1	2				6		22	8/21/2019	5/28/2020	MTWTHF	480				
000000000																	
000000000																	
000000000																	
000000000																	

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
7-15-19

Meeting Type:
- ○ Regular Meeting
- ◉ Special Meeting/Workshop
- ○ Hearing

Date Submitted: 7-2-19

Agenda Placement:
- ○ Public Hearing
- ○ Information Items
- ○ Presentation/Discussion Items
- ○ Consideration Items
- ◉ Consent Agenda

Subject:
Curriculum and Lab equipment for Pharmacy Tech

Executive Summary:

The Kaduceus Pharmacy Tech program is a 180 hour program to equip students with knowledge, technical skills and work habits required for an entry level position in the pharmacy field. This curriculum is a combination of on-line curriculum, student guide, interactive teacher facilitated lessons, and lab equipment for up to 30 students. Also included is the new teacher training and site license.

Currently, the students have a 100% on-line program with no lab equipment. For these reasons, they are not experiencing success on the certification exam.

The Kaduceus curriculum and lab equipment will give our students the technical information combined with the hands-on experience they need to be better prepared for the certification exam. Cost is $25,000.

Recurring Cost - lab consumables and site license depending on number of enrolled students: $4,800 - $5,700 annually

Fiscal Impact:

Cost:
- ◉ Recurring
- ○ One-Time
- ○ No Fiscal Impact

Funding Source:
- ◉ General Fund
- ○ Grant Funds
- ○ Bond Funds
- ○ Other Funds (Specify)

Fiscal Year: 2019-20

Amendment Required?
- ○ Yes
- ◉ No

Administration's Recommendation:

Approve expenditure of $25,000 for Kaduceus curriculum and lab equipment for pharmacy tech classes as presented.

Submitted By:

Heather Metzgar

Board Approval Required: ◉ Yes ○ No

Revised 2.16.16

P.O. Box 672573
Houston TX 77267
Phone # 281-447-4200
Email: info@kaduceusinc.com

Price Quote

Date	Estimate #
5/30/2019	PT0530LR09

Name / Address
Marble Falls ISD 1800 Colt Cir Marble Falls, TX 78654 Attn: Heather Metzgar

Rep
NM

Description	Qty	Cost	Total
Kaduceus Pharmacy Technician (PT) EXECUTIVE PACKAGE	1	25,000.00	25,000.00
Kaduceus Pharmacy Technician Program Curriculum	1	0.00	0.00
Kaduceus Pharmacy Technician Program Site License Fee - 1 Year Kaduceus Teacher and Student Online Access and Support from Pharmacy Technician Program Coordinator	1	0.00	0.00
Kaduceus Pharmacy Technician New Teacher Training Workshop	1	0.00	0.00
Kaduceus PT Teacher Curriculum and Reference Materials:			
-Kaduceus Pharmacy Technician Teacher Guide	1	0.00	0.00
-Sterile Compounding and Aseptic Technique Textbook	1	0.00	0.00
-Pharmacy Technician Exam Certification and Review	1	0.00	0.00
-Patient Care Management Lab Workbook	1	0.00	0.00
-Mosbys Pharmacy Technician	1	0.00	0.00
-Mosby's Pharmacy Technician Workbook and Lab Manual	1	0.00	0.00
- Mosby's Math Calculations for Pharmacy Technicians	1	0.00	0.00
-Mosby's Drug Reference for Health Professionals	1	0.00	0.00
Kaduceus PT Student Reference Materials:			
-Kaduceus Pharmacy Technician Student Guide	30	0.00	0.00
Kaduceus Pharmacy Technician Program Equipment:			
-4 ft Laminar Flow Hood with Base	1	0.00	0.00
-Sharps Container	1	0.00	0.00
-Hot Plate	2	0.00	0.00
-Electronic Scale	2	0.00	0.00
-Graduate Cylinder 100 ml	5	0.00	0.00
-Pyrex Beaker 250 mL	5	0.00	0.00

This price quote expires on Sept 30, 2019.Thank you for choosing Kaduceus "Hands-On" Career Training.

Total

P.O. Box 672573
Houston TX 77267
Phone # 281-447-4200
Email: info@kaduceusinc.com

Price Quote

Date	Estimate #
5/30/2019	PT0530LR09

Name / Address
Marble Falls ISD 1800 Colt Cir Marble Falls, TX 78654 Attn: Heather Metzgar

Rep
NM

Description	Qty	Cost	Total
-Suppository Molders	5	0.00	0.00
-Glass Stirring Rods	5	0.00	0.00
-Pill Counting Tray	10	0.00	0.00
-Glass Mortar & Pestle Set 4 oz	10	0.00	0.00
-Porcelain Mortar & Pestle Set	10	0.00	0.00
-Compounding Stainless Steel Spatula	10	0.00	0.00
-Compounding Plastic Spatula	10	0.00	0.00
-Empty Prescription Bottles	50	0.00	0.00
-Glass Ointment Slab	10	0.00	0.00
Kaduceus Pharmacy Technician Program Supplies:			
-Petrolatum White 500 GM	1	0.00	0.00
-Cherry Syrup Artificial - 16 fl oz	1	0.00	0.00
-Cocoa Butter 500 GM	1	0.00	0.00
-Empty Gel Caps 1000/bottle	1	0.00	0.00
-Auxiliary Label Set	1	0.00	0.00
-Auxiliary Patient Advisory Label	1	0.00	0.00
-Unit Dose Practi-Oral Med Pack 12 boxes/cse	1	0.00	0.00
-Betadine Povidone-Iodine Solution 8 oz	1	0.00	0.00
-Mineral Oil	1	0.00	0.00
-Surgical Hand Scrub 30/bx	1	0.00	0.00
-Medicine Cups 2 oz - 50/pkg	1	0.00	0.00
-Parchment Paper/12X12- 100/pkg	1	0.00	0.00
-Gauze 4x4 4 ply - 200/pkg	2	0.00	0.00
-Alcohol Prep Pads 4x4 - 200/pkg	2	0.00	0.00
-Sterile Water for Injection 20 ml 25/cse	2	0.00	0.00
-Ointment Jar 4 oz	50	0.00	0.00
-Alcohol Isopropyl 70% 16 oz	5	0.00	0.00
-Tums	5	0.00	0.00
-Blister Packs	30	0.00	0.00

This price quote expires on Sept 30, 2019.Thank you for choosing Kaduceus "Hands-On" Career Training.

Total

P.O. Box 672573
Houston TX 77267
Phone # 281-447-4200
Email: info@kaduceusinc.com

Price Quote

Date	Estimate #
5/30/2019	PT0530LR09

Name / Address
Marble Falls ISD 1800 Colt Cir Marble Falls, TX 78654 Attn: Heather Metzgar

Rep
NM

Description	Qty	Cost	Total
-Amber Oval 8 oz Bottles	30	0.00	0.00
-Amber Vial with Snap Cap	30	0.00	0.00
-Practi Powder Vial- 10 ml	30	0.00	0.00
-Practi Ampules - 2mL Ampule 10/bx	5	0.00	0.00
-Gloves Extra Small 100/bx	1	0.00	0.00
-Gloves Small 100/bx	1	0.00	0.00
-Gloves Medium 100/bx	1	0.00	0.00
-Gloves Large 100/bx	1	0.00	0.00
-Gloves Extra Large 100/bx	1	0.00	0.00
-Nurse Cap 100/bx	1	0.00	0.00
-Shoe Covers 50 Pair Per Box	1	0.00	0.00
-Surgical Mask - 50/bx	1	0.00	0.00
-Isolation Gowns	30	0.00	0.00
-Eye Goggles	30	0.00	0.00
-50 mL I.V. Bag	30	0.00	0.00
-1000 mL I.V. Bag	30	0.00	0.00
-18g (1.5 inch) Filter Needles 100/bx	1	0.00	0.00
-18g (1 inch) Needle 100/bx	1	0.00	0.00
-Luer Lock Syringe - 1 CC 100/bx	1	0.00	0.00
-Luer Lock Syringe - 3 CC 100/bx	1	0.00	0.00
-Luer Lock Syringe - 5 CC 100/bx	1	0.00	0.00
-Luer Lock Syringe - 10 CC100/bx	1	0.00	0.00
-Luer Lock Syringe - 20 CC 50/bx	1	0.00	0.00
-Luer Lock Syringe - 60 CC 25/bx	1	0.00	0.00

This price quote expires on Sept 30, 2019.Thank you for choosing Kaduceus "Hands-On" Career Training.

Total

P.O. Box 672573
Houston TX 77267
Phone # 281-447-4200
Email: info@kaduceusinc.com

Price Quote

Date	Estimate #
5/30/2019	PT0530LR09

Name / Address
Marble Falls ISD 1800 Colt Cir Marble Falls, TX 78654 Attn: Heather Metzgar

Rep
NM

Description	Qty	Cost	Total
TERMS AND CONDITIONS General: Kaduceus Pharmacy Technician Program is quoted for a maximum of 30 students, for 1 High School and 1 Teacher only. For additional students or teacher participation, additional fees will apply. Teacher Training: New Teacher Training includes: hotel stay and per-diem for meals. Student Guide/ User Site License: A $60 fee will be applied for each student participant that exceeds 30. Annual Renewal: The Pharmacy Technician Site License is a renewable service based on number of students participating in the program (includes Student Guides) 1-15 Students $4,800 / yr 16-30 Students $5,700 / yr 31-50 Students $6,600 / yr 51+ An additional $60 per student / yr Equipment: Some assembly maybe required. Submission of a PO for this Pharmacy Technician program signifies agreement to the terms and conditions listed above.			

This price quote expires on Sept 30, 2019.Thank you for choosing Kaduceus "Hands-On" Career Training.

Total $25,000.00

LEARNERS TODAY,
LEADERS TOMORROW,
MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
July 15, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: 7/9/2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- (•) Presentation/Discussion Items
- ( ) Consideration Items
- ( ) Consent Agenda

Subject:
HVAC and LED Project Contract - Phase 2

Executive Summary:

Last month, we introduced Phase 2 work to be done on the HVAC systems within Marble Falls ISD. Work has been taking place at Marble Falls High School and Highland Lakes Elementary School beginning on June 3rd as part of the contract approved in April 2019. The remaining campuses were excluded from the first contract to expedite the process to begin work. The remaining work will take place at Marble Falls Middle School, Marble Falls Elementary, Falls Career High School, Administration Building, Curriculum Building, Technology Building, Granite Building, Maintenance Building, and Colt Elementary.

The cost of this project will be $2,735,899. This will bring the total cost of the HVAC projects to $7,715,788.

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:

MFISD Administration recommends that the Board approve the contract with E3/TASB for Phase 2 in the amount of $2,735,899.

Submitted By:

Dr. Jeff Gasaway

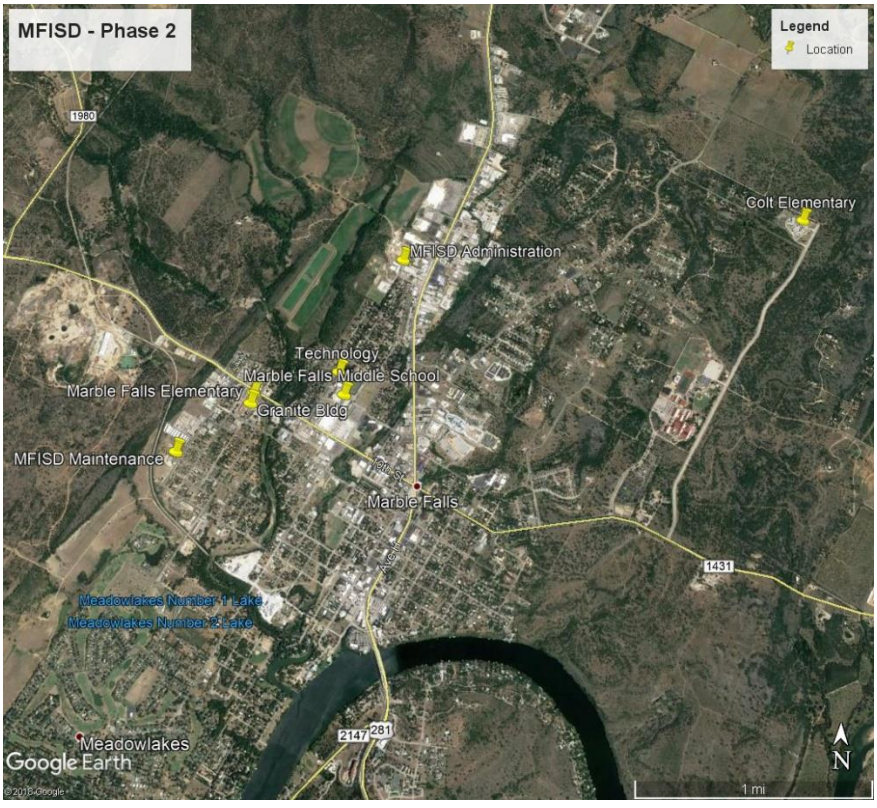
Board Approval Required: ( ) Yes (•) No

EXHIBIT 1: PROJECT DESCRIPTION

HEATING, VENTILATION & AIR CONDITIONING (HVAC) SYSTEM REPLACEMENTS

The goal of the project is to replace Marble Falls ISD's heating, ventilating, and air conditioning (HVAC) equipment that is more than 10 years old, in order to eliminate the units that are still using R-22 refrigerant, and to improve energy efficiency. E3 will remove the existing HVAC equipment, and furnish and install new systems on a like-for-like basis that meet or exceed the 2015 International Energy Conservation Code. This phase of the project deals specifically with the HVAC systems at:

- **MF Middle School** - 1511 Pony Circle, Marble Falls, TX 78654
- **MF Elementary School** - 901 Avenue U, Marble Falls, TX 78654
- **Administration Complex** - 1800 Colt Circle, Marble Falls, TX 78654
  - **Administration Building**
  - **Curriculum Building**
  - **Falls Career High School**
  - **Portable Buildings**
- **Technology Building** - 1511 Pony Circle, Marble Falls, TX 78654
- **Granite Building** - 901 Avenue U, Marble Falls, TX 78654
- **Maintenance Building** – 306 Industrial Blvd, Marble Falls, TX 78654
- **Colt Elementary** – 2200 Manzano Mile Marble Falls, TX 78654



MFISD Middle School

Background

The Middle School Campus consists of several buildings, and totals nearly 188,000 square feet. The HVAC system in all buildings consists of consist of air-cooled direct expansion (DX) splits systems and package units. The work for this project is restricted to the 6th Grade Buildings, the 7th Grade area, the Cafeteria, and the Kitchen (see Figure 1). The existing Building Automation System (Alerton) will be expanded to include the units retrofitted in this project.

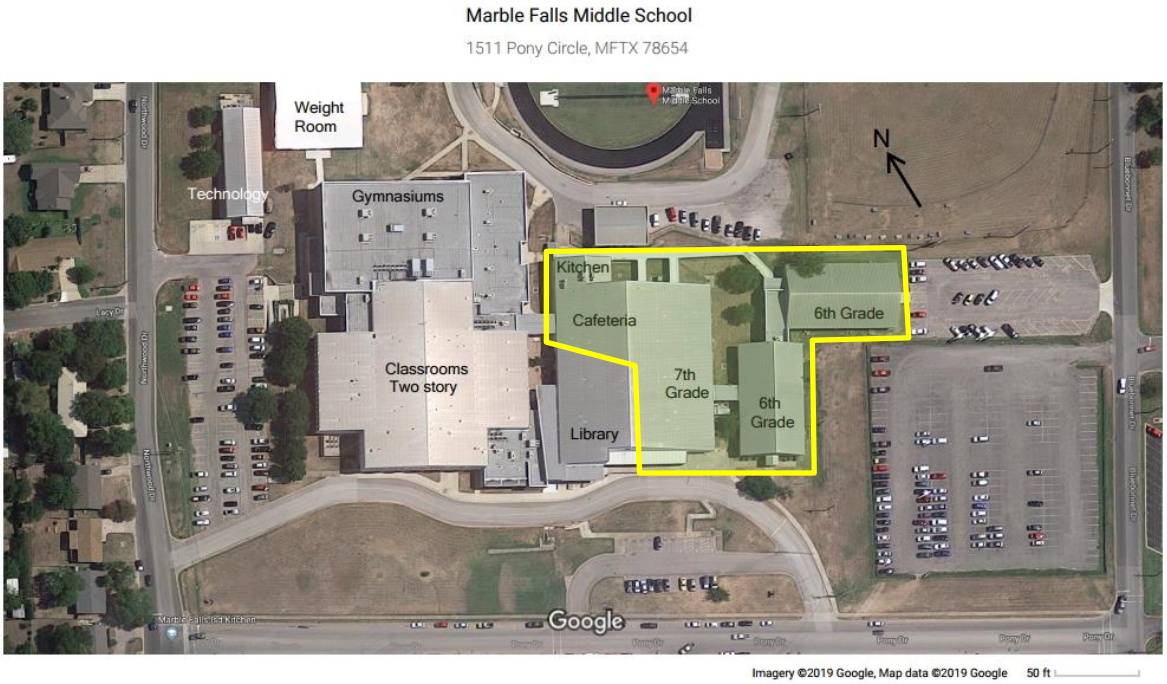


Figure 1: Marble Falls Middle School Aerial View

6th Grade, 7th Grade, Cafeteria/Kitchen

E3 will provide and install air-cooled heat pump systems including condenser and evaporator units as shown in Table 1 and Figure 2.

Table 1 – Middle School HVAC Equipment

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
B01*	Carrier	25HCE448A300	4	7
B02	Trane	TWP048C100A3	4	7
B03	Lennox	TSA060S2N41Y	5	9
B04	Lennox	TSA036S2N41Y	3	5
B05	Lennox	TSA036S2N41Y	3	5
B06	Lennox	TSA060S2N41Y	5	9
B07	Lennox	13ACD-024-230-05	2	5
B08	Lennox	13ACD-024-230-05	2	5
B09	Trane	TWP048C100A3	4	7
B10	Lennox	13HPD-030-230-1	2.5	5
B11	Trane	TWP024C100A3	2	5
B12	Trane	TWP048C100A3	4	7
B13	Trane	TWP024C100A3	2	5
B14	Trane	TWP060C100A5	5	9
B15	Trane	TWP060C100A5	5	9
B16	Trane	TWP048C100A3	4	7
B17	Trane	TTA120B300BC	10	20
B18	Trane	TTA240B300BD	20	50
B19	Trane	TTA240B300BD	20	50
B20	Trane	TTA240B300BD	20	50
C1	RUUD	UPMD-036JAZ	3	5
C2	RUUD	UPKA-030JAZ	2.5	5
C3*	Carrier	25HCE436A310	3	5
C4	RUUD	UPMC-036JAZ	3	5
C5	RUUD	UPMC-036JAZ	3	5
C6*	Carrier	25HCD336A310	3	5
C7	RUUD	UMPD-036JAZ	3	5
C8	RUUD	UPKA-048JAZ	4	7
C9*	Carrier	25HCD336A310	3	5
D1	RUUD	UPMC-036JAZ	3	5
D2	RUUD	UPKA-035JAZ	3	5
D3	RUUD	UPKA-031JAZ	2.5	5
D4	RUUD	UPMC-036JAZ	3	5
D5	RUUD	UPMC-036JAZ	3	5
D6	RUUD	UAKA-037JAZ	3	5
D7*	Carrier	25HCE448A300	4	7
D8	RUUD	UAKA-037JAZ	3	5
L1*	Lennox	13HPD-024-230-01	2	5
L2*	Lennox	TSA060S2N41Y	5	9
L3*	Lennox	TSA060S2N41Y	5	9
MAU*	Engineered Air	FWA295/DJE40/0	-	

Notes: * unit is less than 10 years old and will not be replaced



Figure 2: Middle School Work Area

6th Grade Buildings OA

E3 will also furnish and install new outside air energy recovery ventilators (ERV) and ductwork to supply treated outside air to C-Wing and D-Wing ((6th Grade buildings) air handling units as shown in Figure 3 for D Wing, and Figure 4 for C Wing. Duct work will be installed above the AHU plenum which is located above the hallway drop ceiling (see also Figure 5).

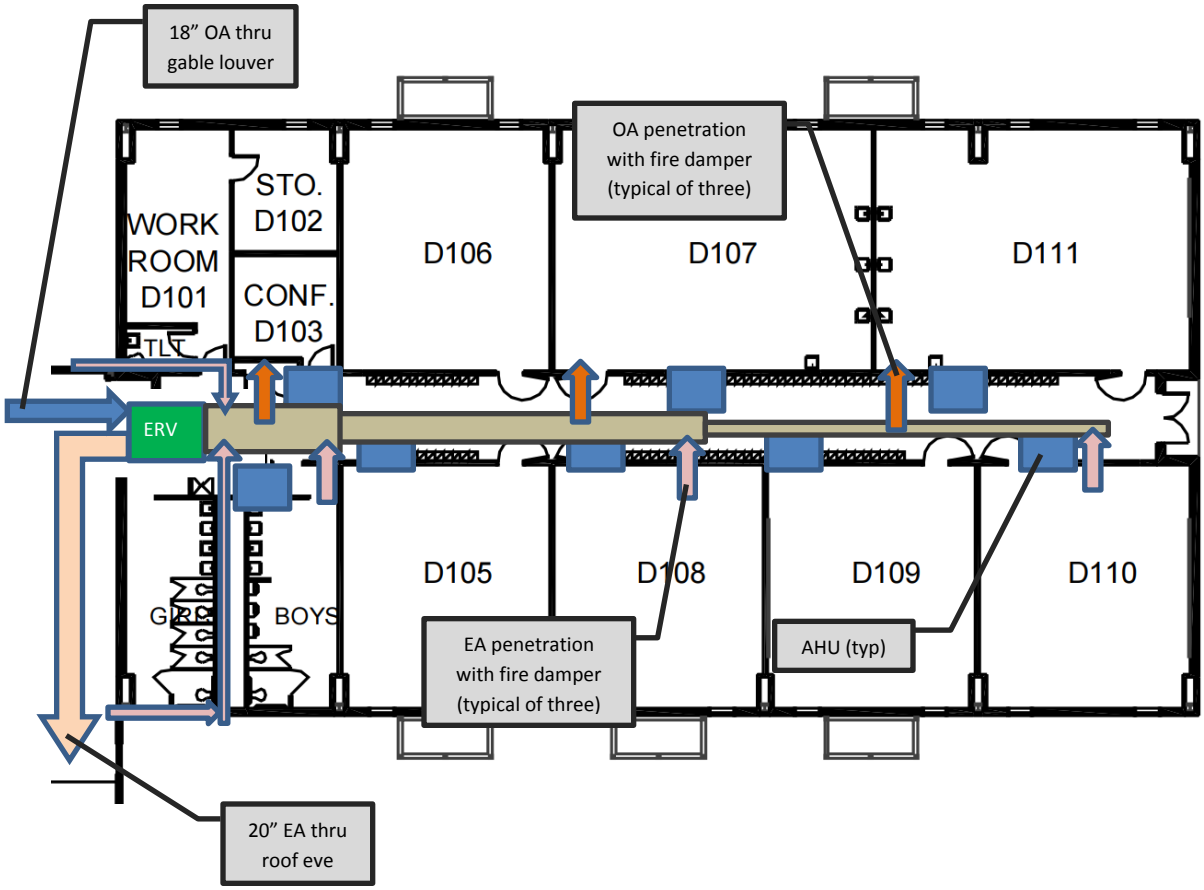


Figure 3: D Wing Ventilation Layout

Note: AHUs are shown in approximate location along the hallway but are mounted completely inside the AHU plenum above the hallway. See also Figure 5.

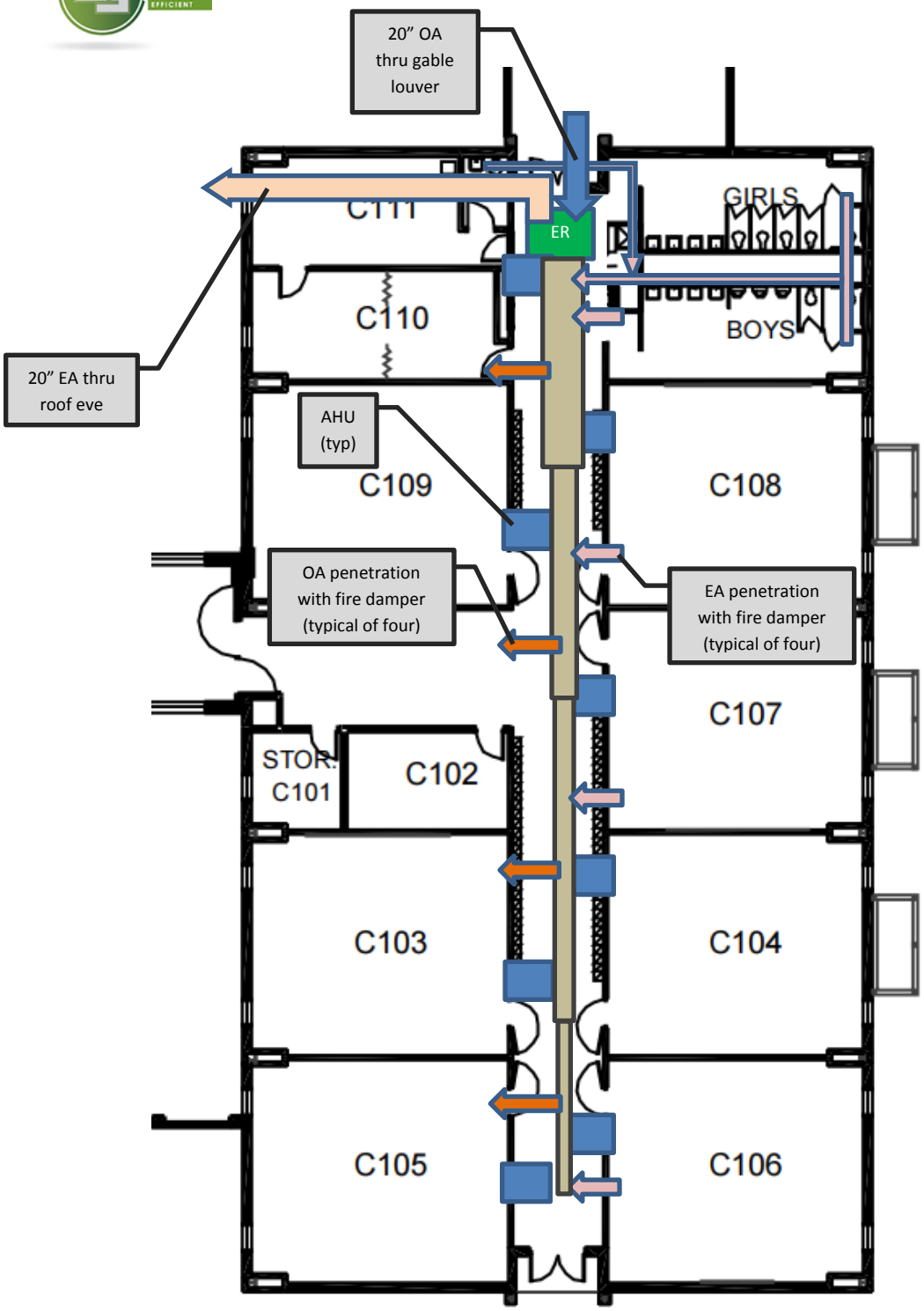


Figure 4: C Wing Ventilation Layout

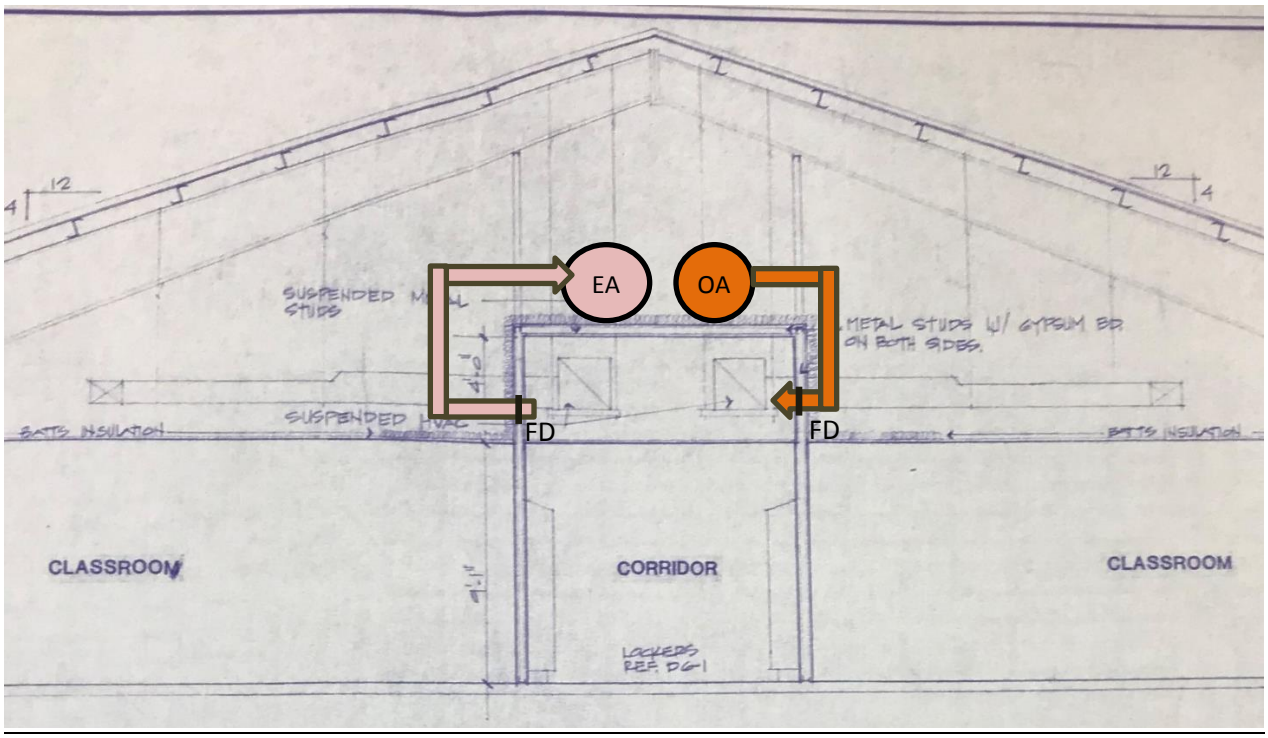


Figure 5: C/D Wing Section

MFISD Elementary School

Background

The Marble Falls Elementary School Campus (Figure 6) consists of several connected buildings, and totals nearly 106,000 square feet. The HVAC system in all buildings consists of DX splits and package. The existing Building Automation System (Alerton) will be expanded to include the units retrofitted in this project.

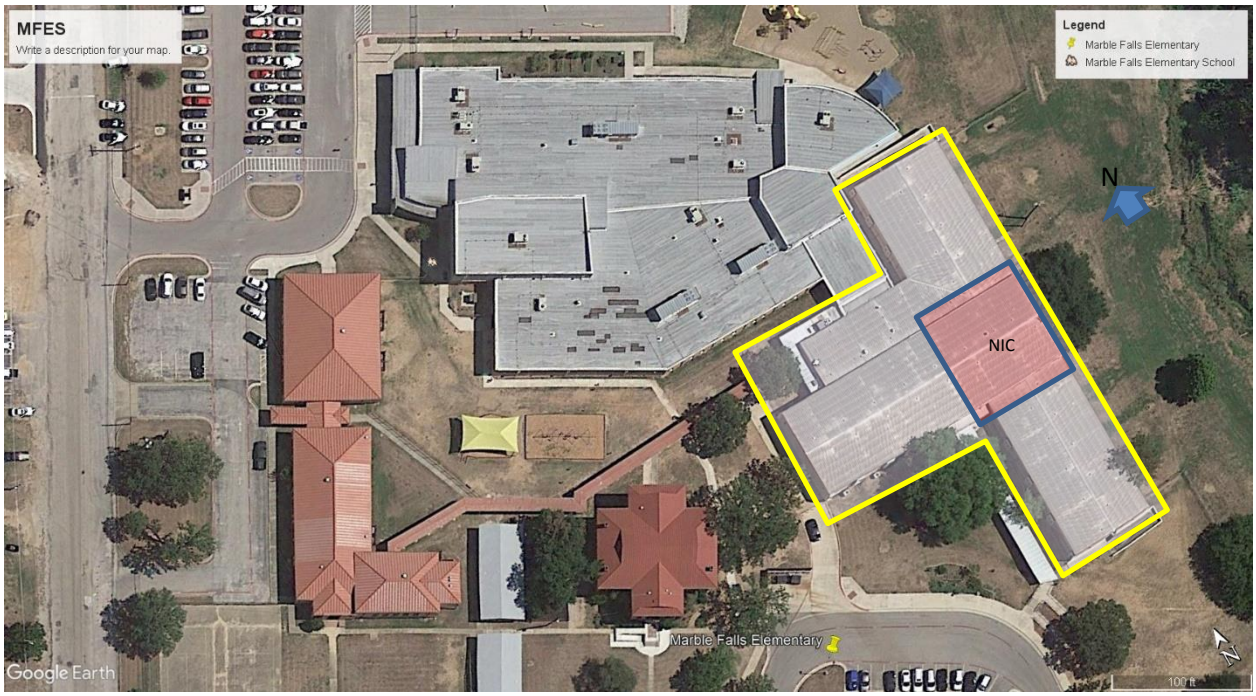


Figure 6: Marble Falls Elementary School Aerial View

The work for this project is restricted to the ends of the D Wing building, the Cafeteria, and the Kitchen. See Figure 7 for area's floorplan



Figure 7: Elementary School Work Area

E3 will demo and remove the existing ductwork serving the Kitchen and will furnish and install new double-walled ductwork and diffusers to match existing.

E3 will furnish and install new Split DX heat pump units to match existing. See Table 2 for sizes and Figure 7 for locations. Condensing units 8 through 14 are to be relocated to the west side of the D-Wing next to CUs 4-7 and 15-18.

For the Cafetorium units, E3 will furnish and install three 5-ton package heat pumps on the exterior of the building in place of the two 7.5-ton split system units. The supply duct will run on the outside and will

penetrate the wall just under the main roof beam. The supply ductwork will transition above ceiling and will distribute the air to six diffusers for each unit. The return air filter grille will be located near the floor by each unit.

E3 will furnish and install new OA ERVs and supply/return duct at each end of the D Wing to serve the classrooms. Supply duct to each room will have a manual balancing damper and will terminate near AHU return air opening. See Figures 8 and 9.

E3 will furnish and install sprayed polyurethane foam (SPF) to underside of floor slab for entire D Wing. SPF shall be minimum of 1.5 inches thick. Bird netting will be attached to underside of D Wing to protect new SPF.

Table 2 – Elementary HVAC Units

Tag	Room	Make	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1	Cafetorium	Lennox	LSA090P-1Y	7.5	10
2	Cafetorium	Lennox	LSA090P-1Y	7.5	10
3	Stage	Lennox	HP26-060-9Y	5	9
4	D113	RUUD	UPKA-042CAZ	3.5	5
5*	D115	Carrier	25HCD336A500	3	5
6	D116	RUUD	UPKA-042CAZ	3.5	5
7*	D119	Carrier	25HCE436A510	3	5
8	D118	RUUD	UPKA-042CAZ	3.5	5
9	D116	RUUD	UPKA-042CAZ	3.5	5
10*	D114	Carrier	25HCD336A500	3	5
11	D112	RUUD	UPKA-042CAZ	3.5	5
12	D106	RUUD	UPKA-036CAZ	3	5
13	D104	RUUD	UPKA-037CAZ	3	5
14*	D102	Carrier	25HCD336A500	3	5
15	D101	RUUD	UPKA-037CAZ	3	5
16	D103	RUUD	UPKA-037CAZ	3	5
17	D105	RUUD	UPKA-037CAZ	3	5
18	D121-D123	RUUD	UPKA-060CAZ	5	9

Notes: * unit is less than 10 years old and will not be replaced



Figure 8: North D-Wing Outside Air

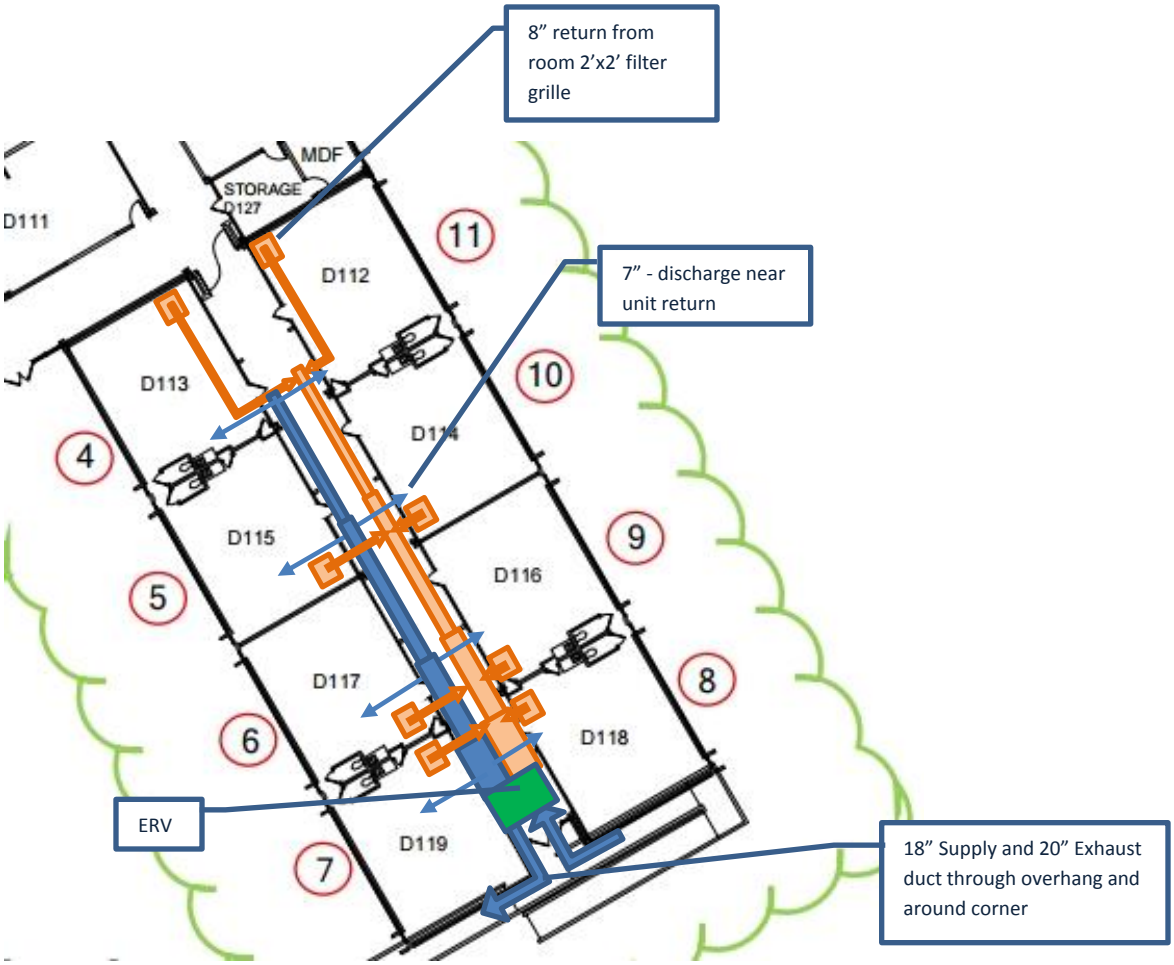


Figure 9: South D-Wing Outside Air

Administration Complex

The Administration complex (Figure 10) consists of three permanent and four portable buildings, and totals approximately 48,600 square feet. The permanent buildings are the Administration Building, the Falls Career High School, and the Curriculum Building.

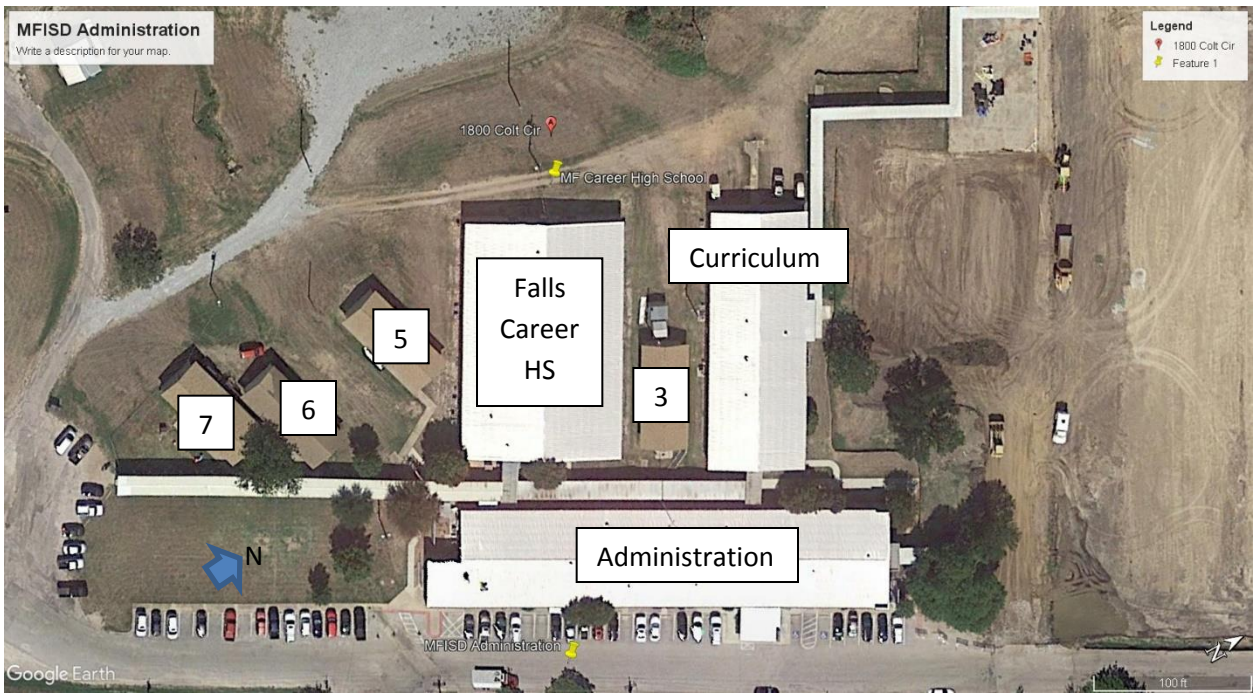


Figure 10: Administration Complex – Aerial View

Administration Building

E3 will furnish and install new Split DX units to match existing. See Table 3 for sizes and Figure 11 for locations.

Table 3 – Administration Building HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1*	LENNOX	XP16-036-230-04	3	5
2*	LENNOX	XP16-024-230-04	2	3
3*	LENNOX	XP16-024-230-04	2	3
4*	LENNOX	XP16-036-230-04	3	5
5*	LENNOX	XP16-036-230-04	3	5
6*	LENNOX	XP16-024-230-04	2	3
7*	LENNOX	XP16-048-230-04	4	7
8*	LENNOX	XP16-048-230-04	4	7
9*	LENNOX	XP16-036-230-04	3	5
10*	LENNOX	XP16-060-230-04	5	9
11	ALLEGIANCE	7Q0060Q100Q0	5	9
12*	DIAKIN	RX12FAVJU	1	
13*	LENNOX	XP16-060-230-04	5	9

Notes: * unit is less than 10 years old and will not be replaced

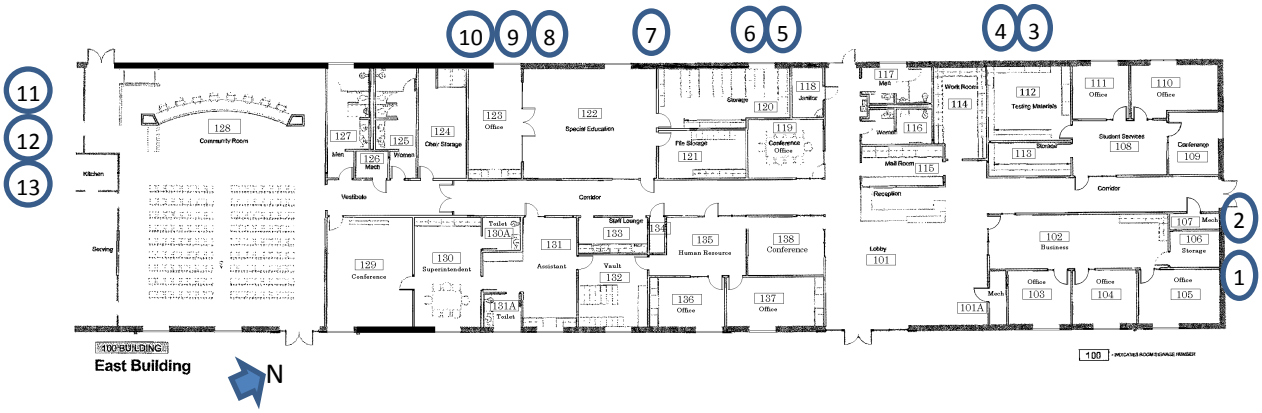


Figure 11: Administration Building – Floorplan

Curriculum Building

E3 will furnish and install new Split DX units to match existing. See Table 4 for sizes and Figure 12 for locations.

Table 4 – Curriculum Building HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1*	LENNOX	XP16-036-230-04	3	6
2*	LENNOX	XP16-036-230-04	3	6
3	RUUD	UAKA-037JAZ	3	6
4	RUUD	UAMB-042CAZ	3.5	6.8
5	CARRIER	HCBA-F060SA	5	6.8
6*	LENNOX	XP16-036-230-04	3	6
7*	LENNOX	XP16-036-230-04	3	6

Notes: * unit is less than 10 years old and will not be replaced

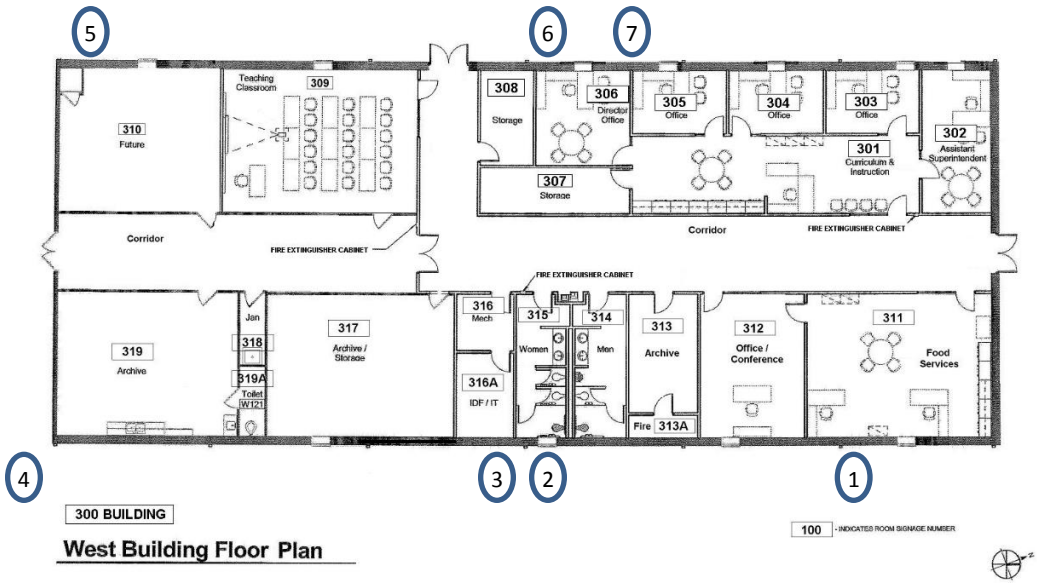


Figure 12: Curriculum Building – Floorplan

Falls Career High School

E3 will furnish and install new Split DX units to match existing. See Table 5 for sizes and Figure 13 for locations.

Table 5 – Falls Career High School HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1*	CARRIER	25HCE436A310	3	6.8
2*	LENNOX	XP16-024-230-04	2	6.0
3*	LENNOX	XP16-060-230-04	5	12.5
4*	CARRIER	25HCD336A0031010	3	6.8
5*	CARRIER	25HCE436A310	3	6.8
6	TRANE	BTD730A100B0	2.5	6.0
7*	LENNOX	XP16-060-23	5	12.5
8*	LENNOX	XP16-060-23	5	12.5
9	TRANE	BTD730A100B0	2.5	6.8
10	TRANE	BTD730A100B0	2.5	6.8
11	TRANE	BTD730A100B0	2.5	6.8
12	TRANE	BTD730A100B0	2.5	6.8
13	TRANE	BTD730A100B0	2.5	6.8

Notes: * unit is less than 10 years old and will not be replaced

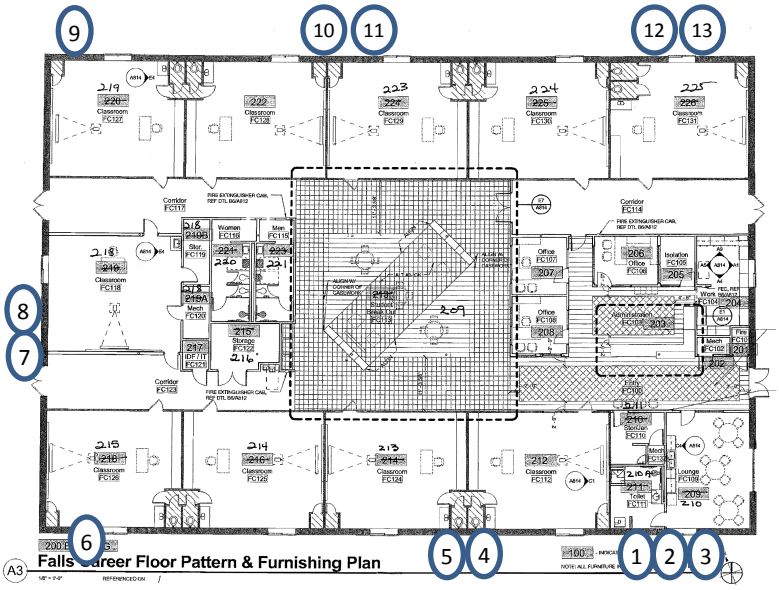


Figure 13: Falls Career High School – Floorplan

Portables

E3 will furnish and install new package DX units to match existing. See Table 6 for sizes and Figure 14 for locations.

Table 6 – Portable Buildings' HVAC Units

Tag	Building	Manufacturer	Existing Package Unit	Cooling (tons)	Heating (kW)
1	3	BARD	WA241-A10	2	10
2*	3	BARD	WA241-A10	2	10
3	5	BARD	WA241-A10	2	10
4	5	BARD	WA241-A10	2	10
5	6	BARD	WA241-A10	2	10
6	6	BARD	WA241-A10	2	10
7	7	BARD	WA241-A10	2	10
8	7	BARD	WA241-A10	2	10

Notes: * unit is less than 10 years old and will not be replaced

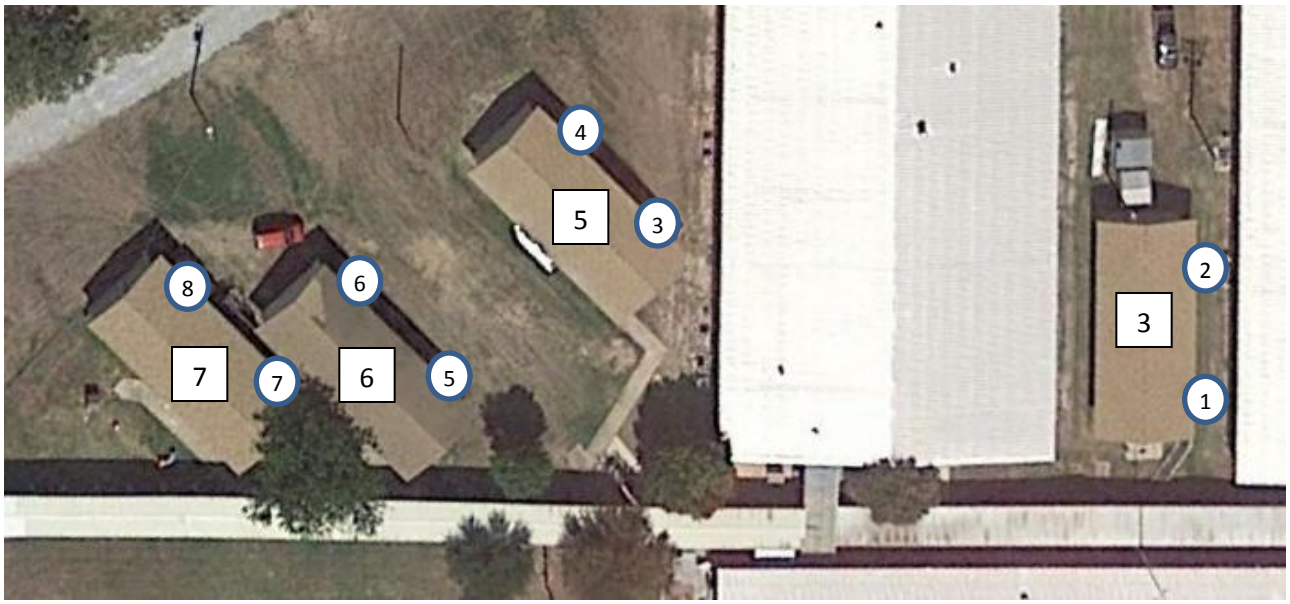


Figure 14: Portable Buildings – Aerial View

Technology Building

The Technology Building (Figure 15) is located adjacent to Marble Falls Middle School and totals 4,700 square feet. The building houses the District's data center, and as such must be conditioned at all times – only one AHU/CU may be changed out at a time.



Figure 15: Technology Building – Aerial View

E3 will furnish and install new Split DX units to match existing. See Table 7 for sizes and Figure 16 for locations.

Table 7 – Technology HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1*	Carrier	25HBC348A500	4	6
2*	Carrier	24ABB360A520	5	6
3	Trane	2TTA0030A30000AA	2.5	5
4	Trane	TTA090A300EA	7.5	6
5	Trane	TTA090A300EA	7.5	6
6	Trane	2TTA0036A30000AA	3	5

Notes: * unit is less than 10 years old and will not be replaced

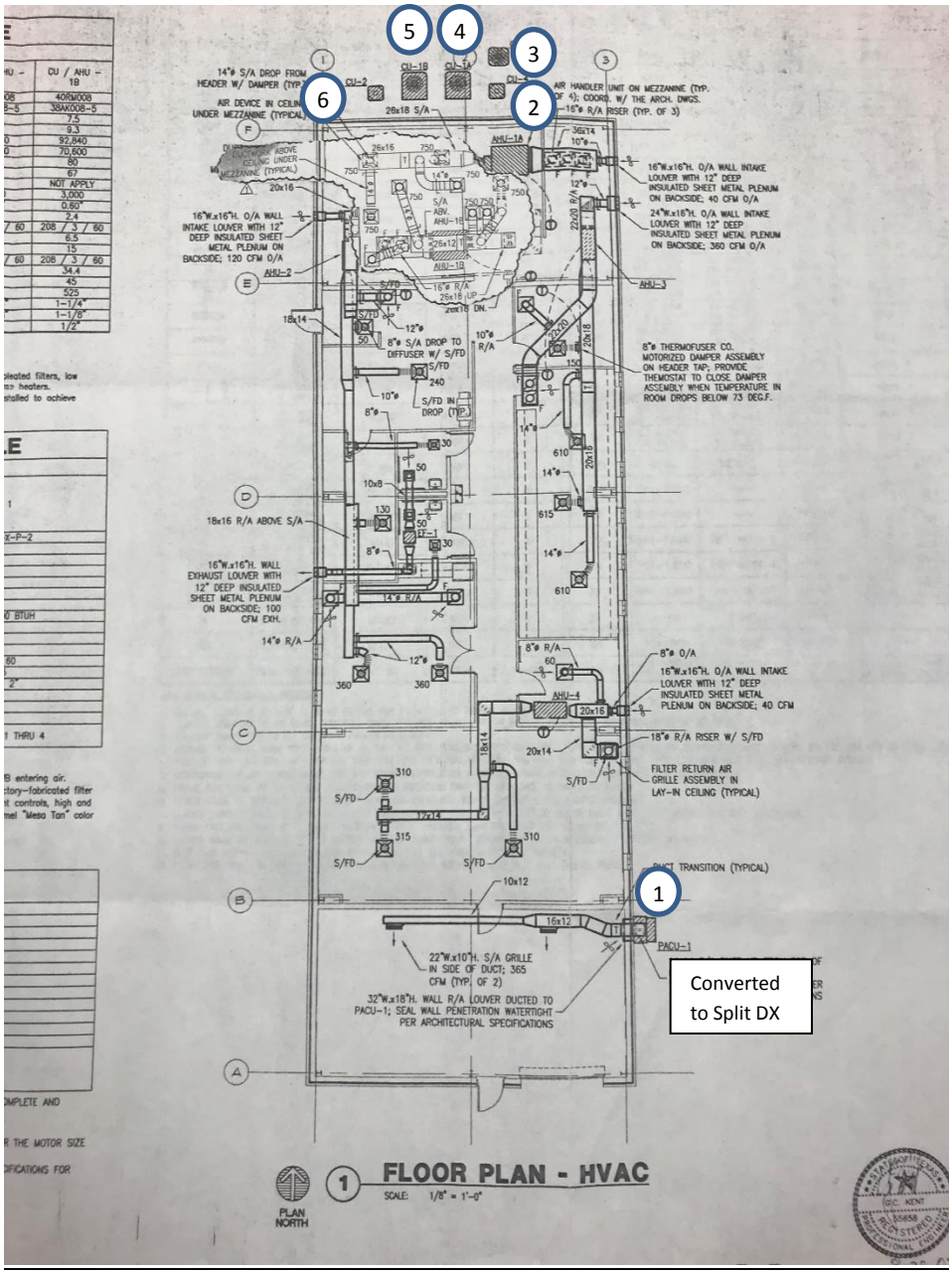


Figure 16: Technology Building – Floorplan

Granite Building

The Granite Building (Figure 17) is located adjacent to Marble Falls Elementary School and totals 9,600 square feet in two stories. The building houses a local museum, and as such must be conditioned at all times…only one CU/AHU may be changed out at a time.



Figure 17: Granite Building – Aerial View

E3 will furnish and install new Split DX units to match existing. See Table 8 for sizes and Figure 17 for locations.

Table 8 – Granite Building HVAC Units

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)
1*	Carrier	38AUZA07A	6
2	Lennox	LSA090P-1Y	7.5
3	Lennox	HS29-090-3Y	7.5
4	Lennox	LSA072C-1Y	6

Notes: * unit is less than 10 years old and will not be replaced

Maintenance

The Maintenance Office/Warehouse (Figure 18) is located at 306 Industrial Boulevard, and totals approximately 7844 square feet. Only the office area is air-conditioned.



Figure 18: Maintenance Complex – Aerial View

E3 will furnish and install new Split DX unit to match existing. See Table 9 for size and Figure 18 for location.

Table 9 – Maintenance Office HVAC Unit

Tag	Manufacturer	Existing Condensing Unit	Cooling (tons)	Heating (kW)
1	RUUD	UAMB-048JAZ	4	7.5

Colt Elementary School

Background

Colt Elementary School Campus (Figure 19) consists of five classroom wings, Cafeteria/Kitchen, Gymnasium, and Library, and totals approximately 80,700 square feet. The HVAC system in all buildings consists of rooftop units, and the existing Building Automation System is by Delta.

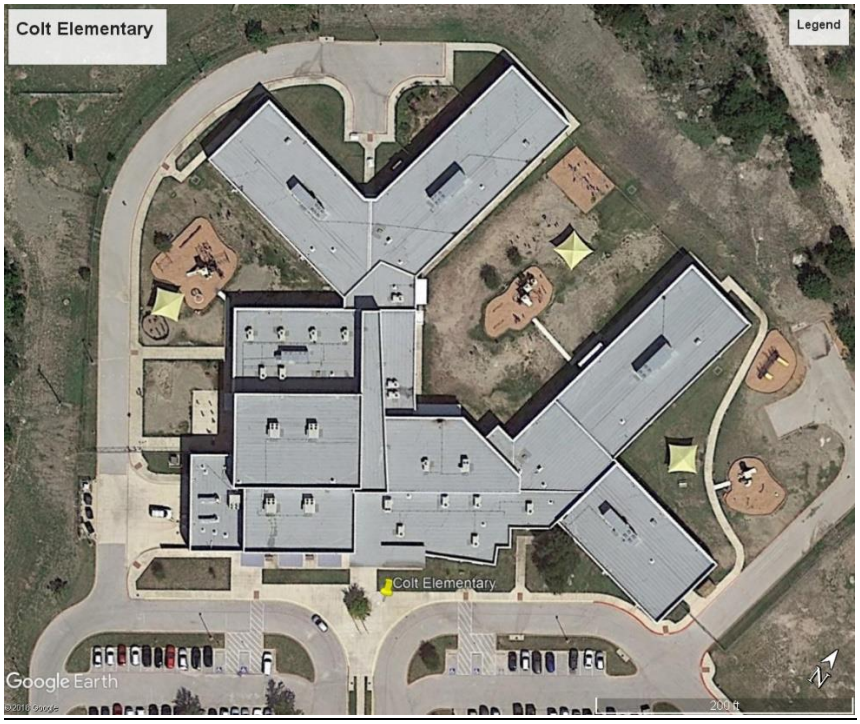


Figure 19: Colt Elementary – Aerial View

The scope of work for this facility is limited to recommissioning of the air conditioning and controls systems. The recommissioning plan includes:

- Staff Interviews – gain an understanding of the existing maintenance and operational issues.
- Design Review – become familiar with the HVAC equipment and expected sequence of operations. Included is a review of the original Test and Balance reports and control system checkout documentation
- Site Visit – verify the operation of the HVAC equipment and the control systems
- Recommissioning – perform point-to-point checkout and functional performance testing to ensure sensors and actuators are operating correctly, and schedules and setpoints are consistent with District policies
- Training – educate maintenance and operations personnel on findings/corrections made to ensure ongoing system performance

Clarifications and Exclusions:

- Asbestos abatement is excluded if required
- Quantities and sizes of HVAC equipment are subject to final engineering
- All portable buildings, unless otherwise specified above, are excluded

BUILDING AUTOMATION SYSTEM (BAS) UPGRADES

E3 will furnish and install all necessary components to expand the existing control system at the Marble Falls ISD campuses listed below. For the work areas shown in the Figures above, the BAS scope includes the demolition of existing stand-alone control systems, installation of new control systems, low voltage electrical terminations, computer graphics, computer programming, functionality testing, and Marble Falls ISD maintenance staff training (see Table 10 - New). E3 will disconnect and reconnect the existing BAS at the following locations for all HVAC equipment that is being replaced as part of the mechanical retrofit project. Room temperature sensors will be calibrated, and control systems recommissioned (see Table 10 – Disconnect/Reconnect). E3 will properly dispose of all retrofitted mercury-containing thermostats.

Table 10: BAS-controlled Equipment

Location	DXHP		OA-ERV
	New	Disconnect / Reconnect	New
Middle School B-Wing	20		
Middle School C-Wing	9		1
Middle School D-Wing	8		1
Elementary School D-Wing	15		2
Elementary School Cafeteria	3		
Administration Building		1	
Curriculum Building		3	
Falls Career High School		6	
Portables	8		
Technology Building		4	
Granite Building	4		
Maintenance Building	1		
Totals	68	14	7

The following HVAC system types and configurations shall be supported, as applicable to the above facilities, by the applicable BAS.

- Split Systems
- Fan Coil Units
- Energy Recovery Ventilators
- Exhaust fans

Clarifications and Exclusions:

- Fire dampers and fire-smoke dampers are excluded
- Air testing and balancing services are excluded
- Kitchen equipment, unless otherwise specified above, is excluded
- All portable buildings, unless otherwise specified above, are excluded

Marble Falls Phase 2 contract

Contract additions to fill out AIA Document A141- 2014 Exhibit A- Design-Build Amendment

Page 1: dated the FIFTEENTH day of JULY in the year TWO THOUSAND NINETEEN

The PROJECT: 2018 Bond HVAC and LED Project

(Phase 2)

The OWNER:

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

The DESIGN-BUILDER

E3 Entegral Solutions, Inc.
2040 Highland Village Road, Suite 100
Highland Village, Texas 75077
Phone: 972-325-1919
Fax: 972-325-1920

A.1.1- Choose Stipulated Sum at the compensation method

A.1.2.1- The Stipulated Sum shall be TWO MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS ($2,735,899.00), subject to authorized adjustments as provided in the Design-Build Documents. The Stipulated Sum is comprised of the following elements: 1) Middle School HVAC: $765,230; 2) Middle School Controls: $151,224; 3) Elementary HVAC: $1,205,664; 4) Elementary Controls: $99,474; 5) Administration Complex HVAC: $301,433; 6) Administration Complex Controls: $45,054; 7) Technology HVAC: $92,503; 8) Technology Controls: $28,717; 9) Maintenance HVAC: $14,000; 10) Maintenance Controls: $2,600; 11) Colt Elementary Retrocommissioning: $30,000

A.2.2- The Design-Builder shall achieve Substantial Completion of the Work not later than TWO HUNDRED NINETY (290) days from the date of this Amendment,

A.3.1.1 Exhibit 2 to AIA A141-2014 for the Project

Marble Falls Independent School District Prevailing Wage Schedule (With Fringes)

A.3.1.2 and A.3.1.3 Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages)

A.3.1.6 Included in the Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages)

A.3.1.8 Fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) drawings and specifications shall be submitted for Owner and Independent Representative Review and approval.

A.4.1.1 None

A.4.1.2 Project Manager

Nathan Snell: Phone: 469-744-0227; e-mail: nsnell@e3es.com

A.4.1.3 Others

Donald Todd: Phone: 214-837-4436; e-mail: dtodd@e3es.com

Will another TASB ESA be required for the Phase 2 project?

Should E3 and TASB submit a separate 1295 form for the Phase 2 project?

AIA® Document A141™ – 2014 Exhibit A

Design-Build Amendment

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the FIFTEENTH day of JULY in the year TWO THOUSAND NINETEEN (the "Agreement")
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

2018 Bond HVAC and LED Project
(Phase 2)

THE OWNER:
(Name, legal status and address)

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

THE DESIGN-BUILDER:
(Name, legal status and address)

E3 Entegral Solutions, Inc.
2040 Highland Village Road, Suite 100
Highland Village, Texas 75077
Phone: 972-325-1919
Fax: 972-325-1920

The Owner and Design-Builder hereby amend the Agreement as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Consultation with an attorney is also encouraged with respect to professional licensing requirements in the jurisdiction where the Project is located.

Init.
/
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TABLE OF ARTICLES

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A.5 COST OF THE WORK

ARTICLE A.1 CONTRACT SUM

§ A.1.1 The Owner shall pay the Design-Builder the Contract Sum in current funds for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be one of the following and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:
(Check the appropriate box.)

[X] Stipulated Sum, in accordance with Section A.1.2 below

[ ] Cost of the Work plus the Design-Builder's Fee, in accordance with Section A.1.3 below

[ ] Cost of the Work plus the Design-Builder's Fee and General Conditions with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

(Based on the selection above, complete Section A.1.2, A.1.3 or A.1.4 below.)

§ A.1.2 Stipulated Sum

§ A.1.2.1 The Stipulated Sum shall be TWO MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS ($2,735,899.00), subject to authorized adjustments as provided in the Design-Build Documents. The Stipulated Sum is comprised of the following elements: (1): Middle School HVAC: $765,230.00; (2) Middle School Controls: $151,224.00; (3) Elementary HVAC: $1,205,664.00; (4) Elementary Controls: $99,474.00; (5) Administration Complex HVAC: $301,433.00; (6) Administration Complex Controls: $45,054.00; (7) Technology HVAC: $92,503.00; (8) Technology Controls: $28,717.00; (9) Maintenance HVAC: $14,000.00; (10) Maintenance Controls: $2,600.00; (11) Colt Elementary Retrocommissioning: $30,000.00.

§ A.1.2.2 The Stipulated Sum is based upon the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in Stipulated Sum for each and the deadline by which the alternate must be accepted.)

None.

§ A.1.2.3 Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)
None.		

§ A.1.3 Cost of the Work Plus Design-Builder's Fee – NOT APPLICABLE.

§ A.1.3.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.3.2 The Design-Builder's Fee:

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(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

Not Applicable.

§ A.1.4 Cost of the Work Plus Design-Builder's Fee and General Conditions With a Guaranteed Maximum Price – NOT APPLICABLE.

§ A.1.4.1 The Cost of the Work is as defined in Article A.5, Cost of the Work.

§ A.1.4.2 The Design-Builder's
(Paragraphs deleted)
Fee shall be Not Applicable.

§ A.1.4.3 Guaranteed Maximum Price

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee and General Conditions is guaranteed by the Design-Builder not to exceed Not Applicable. ($Not Applicable.), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.
(Insert specific provisions if the Design-Builder is to participate in any savings.)

§ A.1.4.3.2 Itemized Statement of the Guaranteed Maximum Price

Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the Guaranteed Maximum Price.
(Provide information below or reference an attachment.)

Not Applicable.

§ A.1.4.3.3 The Guaranteed Maximum Price is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and Guaranteed Maximum Price for each and the deadline by which the alternate must be accepted.)

Not Applicable.

§ A.1.4.3.4 Unit Prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)
Not Applicable.		

§ A.1.4.3.5 Assumptions, if any, on which the Guaranteed Maximum Price is based:

Not Applicable.

§ A.1.5 Payments

§ A.1.5.1 Progress Payments

§ A.1.5.1.1 Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents.

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

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§ A.1.5.1.3 Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the last day of the following month. If an Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than forty-five (45) days after the Owner receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ A.1.5.1.4 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Design-Builder on account of the Cost of the Work equal or exceed (1) progress payments already received by the Design-Builder, less (2) that portion of those payments attributable to the Design-Builder's Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ A.1.5.1.5 With each Application for Payment where the Contract Sum is based upon a Stipulated Sum or Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. Where the Contract Sum is based on the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

§ A.1.5.1.6 In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections A.1.5.1.4 or A.1.5.1.5, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ A.1.5.1.7 Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ A.1.5.2 Progress Payments—Stipulated Sum

§ A.1.5.2.1 Applications for Payment where the Contract Sum is based upon a Stipulated Sum shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ A.1.5.2.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of FIVE percent (5%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of FIVE percent (5%);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, the Owner has withheld or nullified, as provided in Section 9.5 of the Agreement.

§ A.1.5.2.3 The progress payment amount determined in accordance with Section A.1.5.2.2 shall be further modified under the following circumstances:

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.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Owner shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.6 of the Agreement discusses release of applicable retainage upon Substantial Completion of Work.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Design-Builder, any additional amounts payable in accordance with Section 9.10.3 of the Agreement.

§ A.1.5.2.4 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections A.1.5.2.2.1 and A.1.5.2.2.2 above, and this is not explained elsewhere in the Design-Build Documents, insert provisions here for such reduction or limitation.)

None.

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee – NOT APPLICABLE.

§ A.1.5.3.1 Where the Contract Sum is based upon the Cost of the Work plus a fee without a Guaranteed Maximum Price, Applications for Payment shall show the Cost of the Work actually incurred by the Design-Builder through the end of the period covered by the Application for Payment and for which Design-Builder has made or intends to make actual payment prior to the next Application for Payment.

§ A.1.5.3.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take the Cost of the Work as described in Article A.5 of this Amendment;

.2 Add the Design-Builder's Fee, less retainage of percent (%). The Design-Builder's Fee shall be computed upon the Cost of the Work described in the preceding Section A.1.5.3.2.1 at the rate stated in Section A.1.3.2; or if the Design-Builder's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in that Section bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract retainage of percent (%) from that portion of the Work that the Design-Builder self-performs;

.4 Subtract the aggregate of previous payments made by the Owner;

.5 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Subtract amounts, if any, for which the Owner has withheld or withdrawn a Certificate of Payment as provided in the Section 9.5 of the Agreement.

§ A.1.5.3.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors, and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price – NOT APPLICABLE

§ A.1.5.4.1 Applications for Payment where the Contract Sum is based upon the Cost of the Work Plus a Fee with a Guaranteed Maximum Price shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ A.1.5.4.2 Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending

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final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement.

.2 Add that portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Design-Builder's Fee, less retainage of five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of five percent (5%) from that portion of the Work that the Design-Builder self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section A.1.5.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

§ A.1.5.4.3 The Owner and Design-Builder shall agree upon (1) a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors and (2) the percentage of retainage held on agreements with the Architect, Consultants, and Contractors; and the Design-Builder shall execute agreements in accordance with those terms.

§ A.1.5.5 Final Payment

§ A.1.5.5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Contract and the requirements of Section 9.10 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

§ A.1.5.5.2 If the Contract Sum is based on the Cost of the Work, the Owner's auditors will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work the Owner's auditors report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.10 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner's auditors, either issue a final Certificate for Payment, or notify the Design-Builder in writing of the reasons for withholding a certificate as provided in Section 9.5.1 of the Agreement.

ARTICLE A.2 CONTRACT TIME

§ A.2.1 Contract Time, as defined in the Agreement at Section 1.4.13, is the period of time, including authorized adjustments, for Substantial Completion of the Work.

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than TWO HUNDRED NINETY (290) days from the date of this Amendment, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	Substantial Completion Date
Not Applicable.	

, subject to adjustments of the Contract Time as provided in the Design-Build Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

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ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Contract Sum and Contract Time set forth in this Amendment are based on the following:

§ A.3.1.1 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Exhibit 2 to AIA A141-2014 for the Project	Marble Falls Independent School District Prevailing Wage Schedule (With Fringes)		3

§ A.3.1.2 The Specifications:
(Either list the specifications here or refer to an exhibit attached to this Amendment.)

Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

Section	Title	Date	Pages

§ A.3.1.3 The Drawings:
(Either list the drawings here or refer to an exhibit attached to this Amendment.)

Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Design-Builder's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
None.		

Other identifying information:

None.

§ A.3.1.5 Allowances and Contingencies:
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

.1 Allowances

None.

.2 Contingencies

None.

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§ A.3.1.6 Design-Builder's assumptions and clarifications:

Included in the Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

§ A.3.1.7 Deviations from the Owner's Criteria as adjusted by a Modification:

None.

§ A.3.1.8 To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submissions below:

Fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) drawings and specifications shall be submitted for Owner and Independent Representative Review and approval.

ARTICLE A.4 DESIGN-BUILDER'S PERSONNEL, CONTRACTORS AND SUPPLIERS

§ A.4.1 The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

.1 Superintendent

None.

.2 Project Manager

Nathan Snell: Phone: 469-744-0227; e-mail: nsnell@e3es.com

.3 Others

Donald Todd: Phone: 214-837-4436; e-mail: dtodd@e3es.com

§ A.4.2 The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:
(List name, discipline, address and other information.)

Not Applicable.

ARTICLE A.5 COST OF THE WORK – NOT APPLICABLE (THIS IS A STIPULATED SUM CONTRACT)

§ A.5.1 Cost To Be Reimbursed as Part of the Contract

§ A.5.1.1 Labor Costs

§ A.5.1.1.1 [Paragraph Deleted.]

§ A.5.1.1.2
(Paragraphs deleted)
[Paragraph Deleted.]
(Table deleted)

§ A.5.1.1.3 [Paragraph Deleted.]

§ A.5.1.1.4 [Paragraph Deleted.]

§ A.5.1.1.5 [Paragraph Deleted.]

§ A.5.1.2 Contract Costs. [Paragraph Deleted.]

§ A.5.1.3 Costs of Materials and Equipment Incorporated in the Completed Construction

§ A.5.1.3.1 [Paragraph Deleted.]

§ A.5.1.3.2 [Paragraph Deleted.]

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§ A.5.1.4 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ A.5.1.4.1 [Paragraph Deleted.]

§ A.5.1.4.2 [Paragraph Deleted.]

§ A.5.1.4.3 [Paragraph Deleted.]

§ A.5.1.4.4 [Paragraph Deleted.]

§ A.5.1.4.5 [Paragraph Deleted.]

§ A.5.1.5 Miscellaneous Costs

§ A.5.1.5.1 [Paragraph Deleted.]

§ A.5.1.5.2 [Paragraph Deleted.]

§ A.5.1.5.3 [Paragraph Deleted.]

§ A.5.1.5.4 [Paragraph Deleted.]

§ A.5.1.5.5 [Paragraph Deleted.] .

§ A.5.1.5.6 [Paragraph Deleted.]

§ A.5.1.5.7 [Paragraph Deleted.]

§ A.5.1.5.8 [Paragraph Deleted.]

§ A.5.1.5.9 [Paragraph Deleted.]

§ A.5.1.5.10 [Paragraph Deleted.]

§ A.5.1.6 Other Costs and Emergencies

§ A.5.1.6.1 [Paragraph Deleted.]

§ A.5.1.6.2 [Paragraph Deleted.]

§ A.5.1.6.3 [Paragraph Deleted.]

§ A.5.1.7 Related Party Transactions

§ A.5.1.7.1 For purposes of Section A.5.1.7, the term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of ten percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design-Builder. The term "related party" includes any member of the immediate family of any person identified above.

§ A.5.1.7.2 If any of the costs to be reimbursed arise from a transaction between the Design-Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section A.5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section A.5.4.

§ A.5.2 Costs Not to Be Reimbursed as Part of this Contract

The Cost of the Work shall not include the items listed below:

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.1 Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section A.5.1.1;

.2 Expenses of the Design-Builder's principal office and offices other than the site office;

.3 Overhead and general expenses, except as may be expressly included in Section A.5.1;

.4 The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;

.5 Costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

.6 Any cost not specifically and expressly described in Section A.5.1; and

.7 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded.

§ A.5.3 Discounts, Rebates, and Refunds

§ A.5.3.1 Cash discounts obtained on payments made by the Design-Builder shall accrue to the Owner if (1) before making the payment, the Design-Builder included them in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Design-Builder with which to make payments; otherwise, cash discounts shall accrue to the Design-Builder. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

§ A.5.3.2 Amounts that accrue to the Owner in accordance with Section A.5.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ A.5.4 Other Agreements

§ A.5.4.1 When the Design-Builder has provided a Guaranteed Maximum Price, and a specific bidder (1) is recommended to the Owner by the Design-Builder; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Design-Build Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Design-Builder may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Design-Builder and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

§ A.5.4.3 The agreements between the Design-Builder and Architect and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

§ A.5.5 Accounting Records

The Design-Builder shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under the Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Contract. The Design-Builder shall preserve these records for a period of three years after final payment, or for such longer period as may be required by law.

§ A.5.6 Relationship of the Parties

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's skill and judgment in furthering the interests of the Owner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply

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of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

This Amendment to the Agreement entered into as of the day and year first written above.

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	E3 ENTEGRAL SOLUTIONS, INC.
OWNER *(Signature)*	**DESIGN-BUILDER** *(Signature)*
Chris Allen, Ed.D.,Superintendent *(Printed name and title)*	, authorized representative *(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A141™ – 2014 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

This Amendment is incorporated into the accompanying AIA Document A141™–2014, Standard Form of Agreement Between Owner and Design-Builder dated the FIFTEENTH day of JULY in the year TWO THOUSAND NINETEEN (the "Agreement")

...

2018 Bond HVAC and LED Project
(Phase 2)

...

(Name, legal status and address)

Marble Falls Independent School District
1800 Colt Circle
Marble Falls, Texas 78654
Phone: 830-693-4357
Fax: 830-693-5685

...

E3 Entegral Solutions, Inc.
2040 Highland Village Road, Suite 100
Highland Village, Texas 75077
Phone: 972-325-1919
Fax: 972-325-1920

PAGE 2

[X] Stipulated Sum, in accordance with Section A.1.2 below

...

[ ] Cost of the Work plus the Design-Builder's Fee and General Conditions with a Guaranteed Maximum Price, in accordance with Section A.1.4 below

...

§ A.1.2.1 The Stipulated Sum shall be ~~($),~~ TWO MILLION SEVEN HUNDRED THIRTY-FIVE THOUSAND EIGHT HUNDRED NINETY-NINE AND NO/100 DOLLARS ($2,735,899.00), subject to authorized adjustments as provided in the Design-Build Documents. The Stipulated Sum is comprised of the following elements: (1): Middle School HVAC: $765,230.00; (2) Middle School Controls: $151,224.00; (3) Elementary HVAC: $1,205,664.00; (4) Elementary Controls: $99,474.00; (5) Administration Complex HVAC: $301,433.00; (6) Administration Complex

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Controls: $45,054.00; (7) Technology HVAC: $92,503.00; (8) Technology Controls: $28,717.00; (9) Maintenance HVAC: $14,000.00; (10) Maintenance Controls: $2,600.00; (11) Colt Elementary Retrocommissioning: $30,000.00.

...

None.

...

None.

§ A.1.3 Cost of the Work Plus Design-Builder's Fee – NOT APPLICABLE.
PAGE 3

Not Applicable.

~~**§ A.1.4 Cost of the Work Plus Design-Builder's Fee With a Guaranteed Maximum Price**~~
§ A.1.4 Cost of the Work Plus Design-Builder's Fee and General Conditions With a Guaranteed Maximum Price – NOT APPLICABLE.

§ A.1.4.2 The Design-Builder's ~~Fee:~~
~~*(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee and the method for adjustment to the Fee for changes in the Work.)*~~
Fee shall be Not Applicable.

...

§ A.1.4.3.1 The sum of the Cost of the Work and the Design-Builder's Fee and General Conditions is guaranteed by the Design-Builder not to exceed ~~($),~~ Not Applicable. ($Not Applicable.), subject to additions and deductions for changes in the Work as provided in the Design-Build Documents. Costs that would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.

...

Not Applicable.

...

Not Applicable.

...

Not Applicable.

...

Not Applicable.

...

§ A.1.5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the ~~month, or as follows:~~month.
PAGE 4

§ A.1.5.1.3 Provided that an Application for Payment is received not later than the last day of the month, the Owner shall make payment of the certified amount to the Design-Builder not later than the last day of the following month. If an

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Application for Payment is received by the Owner after the application date fixed above, payment shall be made by the Owner not later than ~~( )~~ forty-five (45) days after the Owner receives the Application for Payment.

...

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of ~~percent (%)~~ FIVE percent (5%) on the Work. Pending final determination of cost to the Owner of Changes in the Work, amounts not in dispute shall be included as provided in Section 6.3.9 of the Agreement;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of ~~percent (%);~~FIVE percent (5%);

PAGE 5

None.

§ A.1.5.3 Progress Payments—Cost of the Work Plus a Fee – NOT APPLICABLE.

...

§ A.1.5.4 Progress Payments—Cost of the Work Plus a Fee with a Guaranteed Maximum Price – NOT APPLICABLE
PAGE 6

.3 Add the Design-Builder's Fee, less retainage of ~~percent (%).~~ five percent (5%). The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section A.1.4.2 or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.4 Subtract retainage of ~~percent (%)~~ five percent (5%) from that portion of the Work that the Design-Builder self-performs;

...

§ A.2.2 The Design-Builder shall achieve Substantial Completion of the Work not later than ~~( )~~ TWO HUNDRED NINETY (290) days from the date of this Amendment, or as follows:

...

Not Applicable.

PAGE 7

Exhibit 2 to AIA A141-2014 for the Project	Marble Falls Independent School District Prevailing Wage Schedule (With Fringes)	3

...

Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

...

Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

...

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None.

...

None.

...

None.

...

None.

PAGE 8

Included in the Scope of Work/Project Description at Exhibit 1 to AIA A141-2014 Exhibit A (24 pages).

...

None.

...

Fifty percent (50%), seventy-five percent (75%), and one hundred percent (100%) drawings and specifications shall be submitted for Owner and Independent Representative Review and approval.

...

None.

...

Nathan Snell: Phone: 469-744-0227; e-mail: nsnell@e3es.com

...

Donald Todd: Phone: 214-837-4436; e-mail: dtodd@e3es.com

...

Not Applicable.

ARTICLE A.5 COST OF THE WORK – NOT APPLICABLE (THIS IS A STIPULATED SUM CONTRACT)

...

§ A.5.1.1.1 ~~Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.~~[Paragraph Deleted.]

§ A.5.1.1.2 ~~With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.~~
~~*(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)*~~
[Paragraph Deleted.]

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Person Included	Status (full-time/part-time)	Rate ($0.00)	Rate (unit of time)

§ A.5.1.1.3 Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.[Paragraph Deleted.]

§ A.5.1.1.4 Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section A.5.1.1.[Paragraph Deleted.]

§ A.5.1.1.5 Bonuses, profit sharing, incentive compensation and any other discretionary payments paid to anyone hired by the Design-Builder or paid to the Architect or any Consultant, Contractor or supplier, with the Owner's prior approval.[Paragraph Deleted.]

§ A.5.1.2 Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors and suppliers in accordance with the requirements of their subcontracts.
[Paragraph Deleted.]

...

§ A.5.1.3.1 Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.[Paragraph Deleted.]

§ A.5.1.3.2 Costs of materials described in the preceding Section A.5.1.3.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Design-Builder. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.[Paragraph Deleted.]
PAGE 9

§ A.5.1.4.1 Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall mean fair market value.[Paragraph Deleted.]

§ A.5.1.4.2 Rental charges for temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder-owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.[Paragraph Deleted.]

§ A.5.1.4.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.[Paragraph Deleted.]

§ A.5.1.4.4 Costs of document reproductions, electronic communications, postage and parcel delivery charges, dedicated data and communications services, teleconferences, Project websites, extranets and reasonable petty cash expenses of the site office.[Paragraph Deleted.]

§ A.5.1.4.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, with the Owner's prior approval.[Paragraph Deleted.]

...

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§ A.5.1.5.1 ~~Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Contract. With the Owner's prior approval self-insurance for either full or partial amounts of the coverages required by the Design-Build Documents.~~[Paragraph Deleted.]

§ A.5.1.5.2 ~~Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.~~[Paragraph Deleted.]

§ A.5.1.5.3 ~~Fees and assessments for the building permit and for other permits, licenses and inspections for which the Design-Builder is required by the Design-Build Documents to pay.~~[Paragraph Deleted.]

§ A.5.1.5.4 ~~Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 15.5.3 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section A.5.1.6.3.~~[Paragraph Deleted.]

§ A.5.1.5.5 ~~Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents; the cost of defending suits or claims for infringement of patent rights arising from such requirement of the Design-Build Documents; and payments made in accordance with legal judgments against the Design-Builder resulting from such suits or claims and payments of settlements made with the Owner's consent. However, such costs of legal defenses, judgments and settlements shall not be included in the calculation of the Design-Builder's Fee or subject to the Guaranteed Maximum Price. If such royalties, fees and costs are excluded by the second to last sentence of Section 3.1.13.2 of the Agreement or other provisions of the Design-Build Documents, then they shall not be included in the Cost of the Work.~~[Paragraph Deleted.] .

§ A.5.1.5.6 ~~With the Owner's prior approval, costs for electronic equipment and software directly related to the Work.~~[Paragraph Deleted.]

§ A.5.1.5.7 ~~Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.~~[Paragraph Deleted.]

§ A.5.1.5.8 ~~With the Owner's prior approval, which shall not be unreasonably withheld, legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Design-Builder, reasonably incurred by the Design-Builder after the execution of the Agreement and in the performance of the Work.~~[Paragraph Deleted.]

§ A.5.1.5.9 ~~With the Owner's prior approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.~~[Paragraph Deleted.]

§ A.5.1.5.10 ~~That portion of the reasonable expenses of the Design-Builder's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.~~[Paragraph Deleted.]

...

§ A.5.1.6.1 ~~Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by the Owner.~~[Paragraph Deleted.]

§ A.5.1.6.2 ~~Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.~~[Paragraph Deleted.]

§ A.5.1.6.3 ~~Costs of repairing or correcting damaged or nonconforming Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged or nonconforming Work was not caused by negligence or failure to fulfill a specific responsibility of the Design-Builder and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.~~[Paragraph Deleted.]

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.5 ~~Except as provided in Section A.5.1.6.3 of this Agreement, costs~~ Costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Contract;

...

§ A.5.4.2 Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the ~~Design-Builder~~ Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section A.5.5, below.

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT	**E3 ENTEGRAL SOLUTIONS, INC.**
...	
Chris Allen, Ed.D.,Superintendent	, authorized representative

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_____

(Signed)

_____

(Title)

_____

(Dated)

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LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
July 15, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: July 9, 2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- ( ) Presentation/Discussion Items
- (•) Consideration Items
- ( ) Consent Agenda

Subject:
Final Read-2019-2020 Student Handbook and Extracurricular Handbook

Executive Summary:

The 19-20 Student Handbook and the 19-20 Extracurricular Handbook are being presented for final read.

Revisions on the Extracurricular Handbook since the first reading are outlined on the included revisions list.

In addition, the post legislative revisions to the student handbook are also outlined in an included revisions list.

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:

Approve the 19-20 Student Handbook and the 19-20 Extracurricular Handbook as presented.

Submitted By:

Dr. Jeff Gasaway

Board Approval Required: (•) Yes ( ) No

Marble Falls ISD

Student Handbook

2019–2020 School Year



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

If you have difficulty accessing the information in this document because of disability, please contact Marble Falls ISD at www.marblefallsisd.org or 830-693-4357

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Preface

Parents and Students:

Welcome to the new school year!

Education is a team effort, and students, parents, teachers, and other staff members working together can make this a successful year.

The Marble Falls ISD Student Handbook is a general reference guide that is divided into two sections:

Section I: Parental Rights will help you respond to school-related issues regarding curriculum and the school environment.

Section II: Other Important Information for Parents and Students is organized alphabetically by topic. Where applicable, it is divided by age and/or grade level.

Note: Unless otherwise noted, the term "parent" refers to the parent, legal guardian, any person granted some other type of lawful control of a student, or any other person who has agreed to assume school-related responsibility for a student.

The Student Handbook is designed to align with board policy and the Student Code of Conduct, a board-adopted document intended to promote school safety and an atmosphere for learning. The Student Handbook is **not** meant to be a complete statement of all policies, procedures, or rules in any given circumstance.

In case of conflicts between board policy (including the Student Code of Conduct) and any Student Handbook provision, the district will follow board policy and the Student Code of Conduct.

Therefore, parents and students should become familiar with the Marble Falls ISD Student Code of Conduct. To review the Code of Conduct, visit the district's website at www.marblefallsisd.org State law requires that the Code of Conduct be prominently displayed or made available for review at each campus.

A hard copy of either the Student Code of Conduct or Student Handbook can be requested at any MFISD Campus or at the administration office.

The Student Handbook is updated annually; however, policy adoption and revisions may occur throughout the year. The district encourages parents to stay informed of proposed policy changes by attending board meetings and reviewing newsletter and other communications explaining changes in policy or other rules that affect Student Handbook provisions. The district reserves the right to modify the Student Handbook at any time. Notice of revisions will be provided as is reasonably practical.

Although the Student Handbook may refer to rights established through law or district policy, it does not create additional rights for parents and students. It does not, nor is it intended to, represent a contract between any parent or student and the district.

For questions about the material in this handbook, please contact a campus administrator.

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

- Acknowledgment of Electronic Distribution of Student Handbook],
- Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information,
- 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
- Consent/Opt-Out Form.

[See **Objecting to the Release of Directory Information** on page 9 and **Consent Required Before Student Participation in a Federally Funded Survey, Analysis, or Evaluation** on page 10 for more information.]

Note: References to board policy codes are included for ease of reference. The hard copy of 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.

Accessibility

If you have difficulty accessing this handbook because of a disability, please contact the administrative office at 830-693-4357.

Section I: Parental Rights

This section describes certain parental rights as specified in state or federal law.

Consent, Opt-Out, and Refusal Rights

Consent to Conduct a Psychological Evaluation

Unless required under state or federal law, a district employee will not conduct a psychological examination, test, or treatment without obtaining written parental consent.

The district will not provide a mental health care service to a student except as permitted by law.

Note: An evaluation may be legally required under special education rules 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 a student's work in classrooms or elsewhere on campus as recognition of student achievement without seeking prior parental consent. These displays may include personally identifiable student information. Student work includes:

- Artwork,

- Special projects,
- Photographs,
- Original videos or voice recordings, and
- Other original works.

However, the district will seek parental consent before displaying a student's work on the district's website, a website affiliated or sponsored by the district (such as a campus or classroom website), or in district publications, which may include printed materials, videos, or other methods of mass communication.

Consent to Receive Parenting and Paternity Awareness Instruction if a Student is under Age 14

A student under age 14 must have parental permission to participate in the district's parenting and paternity awareness program. This program was developed by the Office of the Texas Attorney General and the State Board of Education (SBOE) to be incorporated into health education classes.

Consent to Video or Audio Record a Student when Not Already Permitted by Law

State law permits the school to make a video or voice recording without parental permission when it:

- Is to be used for school safety,
- Relates to classroom instruction or a cocurricular or extracurricular activity,
- Relates to media coverage of the school, or
- Relates to the promotion of student safety as provided by law for a student receiving special education services in certain settings.

In other circumstances, the district will seek written parental consent before making a video or voice recording of a student.

Prohibiting the Use of Corporal Punishment

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

However, in accordance with law, the district may not administer corporal punishment if a student's parent submits a signed, written statement prohibiting its use.

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 request that this method be used with the student.

- District personnel may use discipline methods other than corporal punishment if a parent requests that corporal punishment not be used.
- If the district knows that a student is in temporary or permanent 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 not submitted a signed statement prohibiting its use.

Limiting Electronic Communications between Students and District Employees

The district permits teachers and other approved employees to use electronic communications with students within the scope of professional responsibilities, as described by district guidelines.

For example, a teacher may create a social networking page for his or her class to relay information regarding class work, homework, and tests. A parent is welcome to such a page.

However, text messages sent to an individual student are only allowed if a district employee with responsibility for an extracurricular activity must communicate with a student participating in that activity.

A parent who does not want his or her child to receive one-to-one electronic communications from a district employee should 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 student's education records without written consent.

"Directory information" is information that, if released, is generally not considered harmful or an invasion of privacy. Examples include:

- A student's photograph (for publication in the school yearbook);
- A student's name and grade level (for communicating class and teacher assignments);
- 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 this 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 Notice Regarding Directory Information and Parent's Response Regarding Release of Student Information, in the online enrollment process]

The district requests that families living in a shelter for survivors of family violence or trafficking notify district personnel that the student currently resides in such a shelter. Families may want to opt out of the release of directory information so that the district does not release any information that might reveal the location of such a shelter.

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 a parent does not object to the use of the student's information for these purposes, the school must release this information when requested by an outside entity or individual.

Note: Review **Authorized Inspection and Use of Student Records** on page 15.

Objecting to the Release of Student Information to Military Recruiters and Institutions of Higher Education

(Secondary Grade Levels Only)

Unless a parent has advised the district not to release his or her student's information, the Every Student Succeeds Act (ESSA) requires the district to comply with requests by military recruiters or institutions of higher education for the student's:

- Name,
- Address, and
- Telephone listing.

The option to not provide this information to military recruiters is available in the online student registration process.

Participation in Third-Party Surveys

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

A student 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;
- Sex 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 parent; or
- Income, except when the information is required by law and will be used to determine the student's eligibility to participate in or receive financial assistance under a program.

A parent can inspect the survey or other instrument and any corresponding instructional materials used in connection with such a survey, analysis, or evaluation. [For more information, see policy EF(LEGAL).]

"Opting Out" of Participation in Other Types of Surveys or Screenings and the Disclosure of Personal Information

The Protection of Pupil Rights Amendment (PPRA) requires that a parent be notified when a survey is not funded by the U.S. Department of Education.

A parent has a right to deny permission for his or her child's participation in:

- Any survey concerning private information listed above, regardless of funding.
- School activities involving the collection, disclosure, or use of personal information gathered from the child for the purpose of marketing, selling, or otherwise disclosing that information.
- 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 spinal screenings, or any physical examination or screening permitted or required under state law. [See policies EF and FFAA.]

A parent may inspect a survey created by a third party before the survey is administered or distributed to his or her 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) makes recommendations for course materials.

State law requires that the district provide written notice before each school year of the board's decision to provide human sexuality instruction.

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

- Present abstinence from sexual activity as the preferred choice 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, if used consistently and correctly, is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted infections and the emotional trauma associated with adolescent sexual activity;
- Direct adolescents to abstain from sexual activity before marriage as 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.

Per state law, here 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.

A parent is entitled to review the curriculum materials. In addition, a parent may remove his or her child from any part of the human sexuality instruction without academic, disciplinary, or other penalties. A parent may also choose to become more involved with the development of this curriculum by becoming a member of the district's SHAC. (See the campus principal for details.)

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

State law designates the week of September 17 as Celebrate Freedom Week and requires all social studies classes provide:

- Instruction concerning the intent, meaning, and importance of the Declaration of Independence and the U.S. Constitution, and
- A specific recitation from the Declaration of Independence for students in grades 3–12.

Per state law, a student may be excused from recitation of a portion of the Declaration of Independence if:

- A parent provides a written statement requesting that his or her child be excused,

- The district determines that the student has a conscientious objection to the recitation, or
- A parent is 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

A parent may request that his or her 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 made in writing.

State law, however, requires that all students participate in one minute of silence following recitation of the pledges.

[See **Pledges of Allegiance and a Minute of Silence** on page 79 and policy EC(LEGAL).]

Religious or Moral Beliefs

A parent may remove his or her child temporarily from the classroom if a scheduled instructional activity conflicts with the parent's religious or moral beliefs.

The removal may not be used to avoid a test and may not extend for an entire semester. Further, the student must satisfy grade-level and graduation requirements as determined by the school and by state law.

Tutoring or Test Preparation

A teacher may determine that a student needs additional targeted assistance for the student to achieve mastery in state-developed essential knowledge and skills based on:

- Informal observations,
- Evaluative data such as grades earned on assignments or tests, or
- Results from diagnostic assessments.

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, without parental permission, districts are prohibited from removing a student from a regularly scheduled class for remedial tutoring or test preparation for more than ten percent of the days the class is offered.

Under state law, students with grades below 70 for a reporting period are required to attend tutorial services—if the district offers these services.

[For questions about school-provided tutoring programs, see policies EC and EHBC, and contact the student's teacher.]

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

Instructional Materials

A parent has the 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.

A parent is also entitled to request that the school allow the student to take home instructional materials the student uses. The school may ask the student to return the materials at the beginning of the next school day.

A school must provide printed versions of electronic instructional materials to a student if the student does not have reliable access to technology at home.

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

In accordance with the Every Student Succeeds Act (ESSA), a parent may request information regarding any federal, state, or district policy related to his or her child's participation in required assessments.

Student Records

Accessing Student Records

- A parent may review his or her child's 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 the child, as the term "intervention strategy" is defined by law,
- State assessment instruments that have been administered to the child, and
- Teaching materials and tests used in the child's classroom.

Authorized Inspection and Use of Student Records

The Family Educational Rights and Privacy Act (FERPA) affords parents and eligible students certain rights regarding student education records.

For purposes of student records, an "eligible" student is anyone age 18 or older or who attends a postsecondary educational institution. These rights, as discussed here and at **Objecting to the Release of Directory Information** on page 9, are the right to:

- Inspect and review student records within 45 days after the day the school receives a request for access;
- Request an amendment to a student record the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of FERPA;
- 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; and
- File a complaint with the U.S. Department of Education concerning failures by the school to comply with FERPA requirements. The office that administers FERPA is:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Ave., S.W.
Washington, DC 20202

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 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 restricted to an eligible student or a student's parent—whether married, separated, or divorced—unless the school receives a copy of a court order terminating parental rights or the right to access a student's education records.

Federal law requires that control of the records goes to the student as soon as the student:

- Reaches the age of 18,

- Is emancipated by a court, or
- Enrolls in a postsecondary educational institution.

However, the parent may continue to have access to the records 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:

- When district 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 medical staff);
  - A person or company with whom the district has contracted or allowed to provide a specific 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 person appointed to serve on a team to support the district's safe and supportive school program;
  - 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, the Texas Education Agency, the U.S. Secretary of Agriculture's office, and Child Protective Services (CPS) caseworkers or, in certain cases, other child welfare representatives.
- To individuals or entities granted access in response to a subpoena or court order.
- To another school, district/system, or postsecondary educational institution to which a student seeks or intends to enroll or in which the student already is enrolled.
- In connection with financial aid for which a student has applied or has received.
- To accrediting organizations to carry out accrediting functions.

- To organizations conducting studies for, or on behalf of, the school 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 directory information-designated details. [To prohibit this disclosure, see **Objecting to the Release of Directory Information** on page 9.]

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 wants to inspect the student's records should submit a written request to the records custodian identifying the records he or she wants to inspect.

Records may be reviewed in person during regular school hours. The records custodian or designee will be available to explain the record and to answer questions.

A parent or eligible student who submits 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 the records.

The address of the superintendent's office is *1800 Colt Circle, Marble Falls, TX 78654*

The contact information for each campus principal is 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 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 after the hearing the records are not amended, the parent or eligible student has 30 school days to place a statement 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 complaint process found in policy FNG(LOCAL). A grade issued by a 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 guidelines. [See Finality of Grades at FNG(LEGAL), **Report Cards/Progress Reports and Conferences** on page 81, and **Complaints and Concerns** on page 40.]

The district's student records policy is found at policy FL(LEGAL) and (LOCAL) and is available at the principal's or superintendent's office or on the district's website at www.marblefallsisd.org.

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

Teacher and Staff Professional Qualifications

A parent may request information regarding the professional qualifications of his or her child's teachers, including whether the teacher:

- Has met state qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction,
- Has an emergency permit or other provisional status for which state requirements have been waived, and
- Is currently teaching in the field of discipline of his or her certification.

The parent also has the right to request information about the qualifications of any paraprofessional who may provide services to the child.

A Student with Exceptionalities or Special Circumstances

Children of Military Families

The Interstate Compact on Educational Opportunities for Military Children entitles children of military families to flexibility regarding certain district and state requirements, including:

- Immunization requirements;
- Grade level, course, or educational program placement;
- Eligibility requirements for participation in extracurricular activities;
- Enrollment in the Texas Virtual School Network (TXVSN); and
- Graduation requirements.

- The district will excuse absences related to a student visiting a parent, including a stepparent or legal guardian, who is:
- Called to active duty,
- On leave, or
- Returning from a deployment of at least four months.

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

State law permits a parent of multiple-birth siblings (e.g., twins, triplets) assigned to the same grade and campus to request in writing that the children be placed in either the same classroom or separate classrooms.

Written requests must be submitted by the 14th day after the students' enrollment. [See policy FDB(LEGAL).]

Safety Transfers / Assignments

A parent may:

- Request the transfer of his or her child to another classroom or campus if the district has determined that the child has been a victim of bullying, including cyberbullying, as defined by Education Code 37.0832.
- Consult with district administrators if the district has determined that his or her child has engaged in bullying and the board has decided to transfer the child to another classroom or campus.

Transportation is not provided for a transfer to another campus.

[See **Bullying** on page 30, and policies FDB and FFI.]

- Request the transfer of his or her child to a safe public school in the district if the child attends a school identified by the Texas Education Agency as persistently dangerous or if the child has been a victim of a violent criminal offense while at school or on school grounds.

[See policy FDE.]

- Request the transfer of his or her child to another district campus if the child has been the victim of 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 the assault. In accordance with policy FDE, if the victim does not wish to transfer, the district will transfer the assailant.

Student Use of a Service / Assistance Animal

A services animal must meet eligibility under law and/or Board Policy FBA(LEGAL). A parent of a student who uses a service/assistance animal because of the student's disability must submit a written request to the principal for approval before bringing the service/assistance animal on campus. The district will try to accommodate a request as soon as possible but will do so within ten district business days.

A Student in the Conservatorship of the State (Foster Care)

A student in the conservatorship (custody) of the state who enrolls in the district after the beginning of the school year will be allowed credit-by-examination opportunities at any point during the year.

The district will grant partial course credit by semester when the student only passes one semester of a two-semester course.

A student in the conservatorship of the state who is moved outside the district's or school's attendance boundaries—or who is initially placed in the conservatorship of the state and moved outside the district's or school's boundaries—is entitled to remain at the school the student was attending prior to the placement or move until the student reaches the highest grade level at that particular school.

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 a diploma from the previous district if the student meets its graduation criteria.

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 applications for admission or 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 examination fees by the Texas Department of Family and Protective Services (DFPS); and
- Coordinate contact between the student and a liaison officer for students formerly in the conservatorship of the state.

[See **Credit by Examination for Advancement/Acceleration** on page 43, **Course Credit** on page 43, and **A Student in Foster Care** on page 90 for more information.]

A Student Who Is 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 at any point during the year (if the student enrolled in the district after the beginning of the school year), per State Board of Education (SBOE) rules;
- Awarding partial credit when a student passes only one semester of a two-semester course;
- Eligibility requirements for participation in extracurricular activities; and
- Graduation requirements.

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

If a homeless student in grade 11 or 12 transfers to another district but does not meet the graduation requirements of the receiving district, state law allows the student to request a diploma from the previous district if the student meets the criteria to graduate from the previous district.

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 **Credit by Examination for Advancement/Acceleration** on page 43, **Course Credit** on page 43, and **Homeless Students** on page 69 for more information.]

A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services

For those students who are having difficulty in the regular classroom, all school districts 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.

If a student is experiencing learning difficulties, his or her parent may contact the individuals listed below to learn about the school'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 or for a Section 504 evaluation to determine whether the student

needs specific aids, accommodations, or services. A parent may request an evaluation for special education or Section 504 services at any time.

Special Education Referrals

If a parent makes a **written request** for an initial evaluation for special education services to the director of special education services or to a district administrative employee of the school district, the district must respond no later than **15 school days** after receiving the request. At that time, the district must give the parent prior written notice of whether it agrees or refuses to evaluate the student, along with a copy of the Notice of Procedural Safeguards. If the district agrees to evaluate the student, it must also give the parent the opportunity to give written consent for the evaluation.

Note: A request for a special education evaluation may be made verbally; it does not need to be made in writing. Districts must still comply with all federal prior-written notices and procedural safeguard requirements as well as the requirements for identifying, locating, and evaluating children who are suspected of having a disability and in need of special education. However, a verbal request does not require the district to respond within the 15 school-day timeline.

If the district decides to evaluate the student, it must complete the student's initial evaluation and evaluation report no later than 45 school days from the day it receives a parent's written consent. However, if the student is absent from school during the evaluation period for three or more school days, the evaluation period will 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 district 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, it 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 30 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 completing the evaluation, the district must give the parent 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.*

Contact Person for Special Education Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for special education services is *Dr. Shana Fancher at 830-693-4357.*

Section 504 Referrals

Each school district must have standards and procedures in place for the evaluation and placement of students in the district's Section 504 program. Districts must also implement a system of procedural safeguards that includes:

- Notice,

- An opportunity for a parent or guardian to examine relevant records,
- An impartial hearing with an opportunity for participation by the parent or guardian and representation by counsel, and
- A review procedure.

Contact Person for Section 504 Referrals

The designated person to contact regarding options for a student experiencing learning difficulties or regarding a referral for evaluation for Section 504 services is *Dr. Shana Fancher at 830-693-4357.*

[See **A Student with Physical or Mental Impairments Protected under Section 504** on page 24.]

Visit these websites for information regarding students with disabilities and the family:

- Legal Framework for the Child-Centered Special Education Process
- Partners Resource Network
- Special Education Information Center
- Texas Project First

Notification to Parents of Intervention Strategies for Learning Difficulties Provided to Students in General Education

In accordance with state law, the district will annually notify parents if their child receives assistance for learning difficulties. Details of such assistance can include intervention strategies. This notice is not intended for those students already enrolled in a special education program.

A Student Who Receives 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, state law permits the parent or guardian to request that other students residing in the household be transferred to the same campus—if the grade level for the transferring student is offered on that campus.

The student receiving special education services would be entitled to transportation; however, the district is not required to provide transportation to other children in the household.

The parent or guardian should contact the school principal regarding transportation needs prior to requesting a transfer for other children in the home. [See policy FDB(LOCAL).]

A Student Who Speaks 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 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.

A Student with Physical or Mental Impairments Protected under Section 504

A student with 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 whether the student needs services and supports under Section 504 in order to receive a free appropriate public education (FAPE), as defined in federal law.

[See policy FB.]

[See **A Student Who Has Learning Difficulties or Who Needs Special Education or Section 504 Services** on page 21 for more information.]

Section II:
Other Important Information for Parents and Students

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 a campus administrator.

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 student'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 page 18.]

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 during the period the student is enrolled in high school 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

- 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 reevaluation, 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 the student’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 policies FEA(LEGAL) and FED(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 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)

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 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; 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. 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 principal or 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 campus specific information, contact the campus office.

Bullying (All Grade Levels)

Bullying is defined in state law 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, 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;
- Is sufficiently severe, persistent, or pervasive enough that 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 state law 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. The district will also provide notice to the parent of the alleged victim and the parent of the student alleged to have engaged in bullying. A student may anonymously report an alleged incident of bullying by going to our website at www.marblefallsisd.org and clicking the "Stay Alert" Tab.

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 the student be transferred to another classroom or campus within the district. [See **Safety Transfers/Assignments** on page 19.]

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 19, **Dating Violence, Discrimination, Harassment, and Retaliation** on page 44, **Hazing** on page 63, policy FFI, the district's Student Code of Conduct, 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.

It is the policy of the district not to discriminate on the basis of race, color, national origin, sex, or handicap in its vocational programs, services, or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the district not to discriminate on the basis of race, color, national origin, sex, handicap, or age in its employment practices as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975, as amended; and Section 504 of the Rehabilitation Act of 1973, as amended.

The district will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all educational and vocational programs.

[See **Nondiscrimination Statement** on page 76 for the name and contact information for the Title IX coordinator and ADA/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 66.]

Child Sexual Abuse and Other Maltreatment of Children (All Grade Levels)

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. Possible physical, behavioral, and emotional warning signs of sexual abuse include:

■ Difficulty sitting or walking;

■ Pain in the genital areas;

■ Claims of stomachaches and headaches;

■ Verbal references or pretend games of sexual activity between adults and children

■ Fear of being alone with adults of a particular gender;

■ Sexually suggestive behavior;

■ Withdrawal;

■ Depression;

■ Sleeping and eating disorders; and

■ Problems in school. Be aware that children and adolescents who have experienced dating violence may show similar physical, behavioral, and emotional warning signs. [See Dating Violence, Discrimination, Harassment, and Retaliation (All Grade Levels) on page 54.]

Warning Signs of Sex Trafficking (All Grade Levels)

Sex trafficking of any sort is prohibited by the Penal Code. Sex trafficking involves forcing a person, including a child, into sexual abuse, assault, indecency, prostitution, or pornography. Traffickers are often trusted members of a child's community, such as friends, romantic partners, family members, mentors, and coaches, although traffickers frequently make contact with victims online. Possible warning signs of sexual trafficking in children include: ■ Changes in school attendance, habits, friend groups, vocabulary, demeanor, and attitude;

■ Sudden appearance of expensive items (for example, manicures, designer clothes, purses, technology);

■ Tattoos or branding;

■ Refillable gift cards;

■ Frequent runaway episodes;

■ Multiple phones or social media accounts;

■ Provocative pictures posted online or stored on the phone;

■ Unexplained injuries;

■ Isolation from family, friends, and community; and Older boyfriends or girlfriends.

Reporting and Responding to Sexual Abuse, Sex Trafficking, and Other Maltreatment of Children (All Grade Levels)

Anyone who suspects that a child has been or may be abused, sex trafficked, 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). A child who has experienced sexual abuse, trafficking, 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 and sex trafficking 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.

Parents, if your child is a victim of sexual abuse, sex trafficking, 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.] Reports of abuse, trafficking, 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).

Further Resources on Sexual Abuse, Sex Trafficking, and Other Maltreatment of Children (All Grade Levels)

The following websites might help you become more aware of child abuse and neglect, sexual abuse, sex trafficking, and other maltreatment of children:

■ Child Welfare Information Gateway Factsheet

■ KidsHealth, For Parents, Child Abuse

■ Texas Association Against Sexual Assault, Resources ■ Office of the Texas Governor's Child Sex Trafficking Team

■ Human Trafficking of School-aged Children

Class Rank / Highest-Ranking Student (Secondary Grade Levels Only)

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 1st 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 3rd 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:

Class Rank	4 Year Graduates	Early Graduates
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.

[For further information, see policy EIC.]

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 84 for information related to student requests to revise their course schedule.]

College and University Admissions and Financial Aid (Secondary Grade Levels Only)

For two school years following graduation, a district student who graduates as valedictorian 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 2020 terms or spring 2021 term, the University will admit the valedictorian or the top six 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.

Upon a student's registration for his or her first course that is required for high school graduation, the district will provide written notice concerning automatic college admission, the curriculum requirements for financial aid, and the benefits of completing the requirements for

automatic admission and financial aid. Parents and students will be asked to sign an acknowledgment that they received this information.

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 34 for information specifically related to how the district calculates a student's rank in class, and requirements for **Graduation** on page 58 for information associated with the foundation graduation program.]

[See **Students in the Conservatorship of the State (Foster Care)** on page 20 for information on assistance in transitioning to higher education for students in foster care.]

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
- Enrollment in courses taught at other colleges or universities; and
- Certain CTE courses.

All 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 82 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 email address, 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 email 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 82 for information regarding contact with parents during an emergency.]

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, available on the district's website at www.marblefallsisd.org. A copy of the complaint forms may be obtained in the principal's or superintendent's office or at 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 contact information for each campus behavior coordinator is listed below:

Marble Falls High School – Damon Adams, principal …..dadams@mfisd.txed.net

Falls Career High School – Allie Hampton, principal…..ahampton@mfisd.txed.net

Marble Falls Middle School – Roger Barr, principal….. rbarr@mfisd.txed.net

Colt Elementary School – Erika O'Connor, principal…..eoconnor@mfisd.txed.net

Highland Lakes Elementary School – Leslie Talamantes, principal…..ltalamantes@mfisd.txed.net

Marble Falls Elementary School – Michael Haley, principal…..mhaley@mfisd.txed.net

Spicewood Elementary School – Susan Cox, principal…..scox@mfisd.txed.net

Deliveries

Except in emergencies, delivery of messages or packages to students will not be allowed during instructional time. A parent may leave a message or a package, such as a forgotten lunch, for the student to pick up from the front office during a passing period or lunch.

Disruptions of School Operations

Disruptions of school operations are not tolerated and may constitute a misdemeanor offense. As identified by state 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 examinations and application deadlines, as well as information about automatic admission, financial aid, housing, and scholarships as these relate to state colleges and universities. Additionally, the school counselor can 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.

If your child has experienced trauma, contact the school counselor for more information.

[See **Substance Abuse Prevention and Intervention** on page 91, **Suicide Awareness and Mental Health Support** on page 91, and **Child Sexual Abuse and Other Maltreatment of Children and Dating Violence** on page 33.]

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 or a final grade by passing an examination 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."

If the student is granted approval to take an examination for this purpose, the student must score at least 70 on the examination 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 examination.

[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 examination 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 examinations offered by the district are approved by the district's board of trustees. The dates on which examinations are scheduled during the 2019–20 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 examinations 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 examination, 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 examination only once.

If a student plans to take an examination, 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 examination 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 examination, a scaled score of 50 or higher on an examination administered through the CLEP, or a score of 3 or higher on an AP examination, as applicable. A student may take an examination 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, sex, gender, national origin, disability, age, 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 . [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 parent 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 parent 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 44.]

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, 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 55.] 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 campus principal, a student will not be allowed to enroll in a TXVSN course if the school offers the same or a similar course.

A copy of policy EHDE will be distributed to parents of middle and high school students at least once each year. If you do not receive a copy or have questions about this policy, please contact the 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.

Nonschool 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 nonschool 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 nonschool 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 nonschool 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.

[See FNG(LOCAL) for student complaint procedures.]

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 nonschool 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 nonschool 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 nonschool materials distributed under these circumstances must be removed from district property immediately following the event at which the materials are distributed.

Dress and Grooming (All Grade Levels)

The district's dress code is established to teach grooming and hygiene, prevent disruption, and minimize safety hazards. 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)
- 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 <u>for female students</u> 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 must be clean and neatly trimmed. Side burns should be kept trimmed and should not extend below the earlobe. 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.
- Student IDs must be worn at all times.

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.
- Tattoos are NOT permitted (permanent or temporary).
- Female Specific: 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: 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).

If the principal 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. 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 parent will be disposed of after the notice required by law. [See policy FNCE.]

In limited circumstances and in accordance with law, a student's personal telecommunications device may be searched by authorized personnel. [See **Searches** on page 87 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 87 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

District-owned technology resources for instructional purposes may be issued to individual 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 in accordance with 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 58 and **Standardized Testing** on page 88.]

English Learners (All Grade Levels)

A student who is an English 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 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.

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 88, may be administered to an English 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 learners who qualify for services.

If a student is considered an English 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 93.]

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 at UIL Parent Information Manual; 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.

[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.

Generally a student who receives at the end of a grading period a grade below 70 in any academic class may not participate in extracurricular activities for at least three school weeks.

However, if a student receives a grade below 70 at the end of a grading period in 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 languages other than English, the student remains eligible for participation in all extracurricular activities.

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 include:

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 health and accident 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.
- 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 94.]
    - 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 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 44.]

Grade-Level Classification (Grades 9–12 Only)

After the ninth grade, students are classified according to the number of credits earned toward graduation.

Credits Earned	Classification
6.0 to 12.5	Grade 10 (Sophomore)
13.0 to 19.5	Grade 11 (Junior)
20.0 & 4th Year in High School	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 81 for additional information on grading guidelines.]

Graduation (Secondary Grade Levels Only)

Requirements for a Diploma

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 88 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 61.

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.

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
Languages other than English	2	2
Fine Arts	1	1
Speech	0.5	0.5
College & Career Choices	0.5	0.5
Electives	8	8
Total	**26 credits**	**28 credits**

Additional considerations apply in some course areas, including:

- **Mathematics.** 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 to a Texas four-year 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.
- **Languages 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. A student may satisfy one of the two required credits by successfully completing a dual language immersion program or a course in American Sign Language. 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 which endorsement he or she wishes to pursue:

- Science, technology, engineering, and mathematics (STEM),
- 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 review TEA's Graduation Toolkit.

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 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 career and technical education (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 individualized education program (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. A student who receives special education services may earn an endorsement under the foundation program. If the student's curriculum requirements for the endorsement were modified, the student's ARD committee will determine whether the modified curriculum is sufficiently rigorous for purposes of earning the endorsement. The ARD committee must also determine whether the student must perform satisfactorily on any end-of-course assessment instrument required to earn an endorsement.

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.

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 91.]

Graduation Expenses

Because students and parents will incur expenses 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 56.]

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 and the Teach for 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 44.]

Hazing (All Grade Levels)

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, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

■ Any type of physical brutality;

■ An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;

■ An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; and

■ Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated.

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 30 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 will not 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 (TDSHS) or our local/regional health authority. The school nurse can provide information from TDSHS 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 (CDC), particularly the CDC's information on bacterial meningitis, and the Texas 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 70 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 based on the Texas Department of State Health Services' (DSHS) "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis." The district's management plan 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.

The complete text of the "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis" can be found on the DSHS website at Allergies and Anaphylaxis.

[See policy FFAF and **Celebrations** on page 33.]

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 student 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.

[See policy FFAA.]

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.

Junior High / 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.

Temporary Restriction from Participation in Physical Education

Students who are temporarily restricted from participation in physical education will remain in the class and shall continue to learn the concepts of the lessons but not actively participate in the skill demonstration.

School Health Advisory Council (SHAC) (All Grade Levels)

During the preceding school year, the district's School Health Advisory Council (SHAC) held 5 meetings. Additional information regarding the district's SHAC is available from the District's Curriculum Department.

The duties of the SHAC include:

- Making recommendations regarding physical and mental health curriculum
- 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, substance abuse prevention, and employee wellness.
- Making recommendations for increasing parents' awareness of warning signs of suicide and mental health risks and community mental health and suicide prevention services

[See policies at BDF and EHAA. See **Human Sexuality Instruction** on page 11 for additional information.]

Seizures (All Grade Levels)

To address the care of a student with a seizure disorder while at school or participating in a school activity, a parent may submit a seizure management and treatment plan to the district before the beginning of the school year or upon enrollment of the student, or as soon as practicable following a diagnosis of a seizure disorder for the student. For more information, contact the school nurse. For more information, see "A Student with Physical or Mental Impairments Protected under Section 504" on page 25.

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 your campus principal 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, Director of Maintenance, 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, periodic indoor and outdoor 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 questions or who want to be notified of the times and types of applications prior to pesticide application inside their child's school assignment area may contact Michael Phillips, Director of Maintenance, the district's 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, Yarda Leflet at 830-693-4357.

[See **Students Who Are Homeless** on page 21.]

Homework

Please contact your campus principal and/or your student's teacher for specific homework information.

Illness

[See **Student Illness** under **Health-Related Matters** on page 64.]

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: 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 law enforcement officer to obtain fingerprints or photographs for comparison in an investigation.
- By a law enforcement officer to obtain fingerprints or photographs to establish a student's identity, where the child may have engaged in conduct indicating a need for supervision, such as running away.
- 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 (CPS), Texas Department of Family and Protective Services (DFPS), 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 from a juvenile court 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 regarding 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 student 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 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 student 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 regarding the state laws surrounding "attendance for credit or final grade." [See **Attendance for Credit or Final Grade** on page 28.]

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 timelines approved by the principal and previously communicated to students.

DAEP Makeup Work

(Secondary Grade Levels)

A secondary grade level school 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. **Note:** Insect repellant is considered a nonprescription medication.
- 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 able to do 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. Jeff Gasaway, Assistant Superintendent of Administration
  1800 Colt Circle
  Marble Falls, TX 78654
  (830) 693-4357

- ADA/Section 504 Coordinator, for concerns regarding discrimination on the basis of disability:

  Dr. Shana Fancher, Executive Director of Special Services
  1800 Colt Circle
  Marble Falls, TX 78654
  (830) 693-4357

- 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 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 42.]
- Attending scheduled conferences and requesting additional conferences as needed.

  Parents are encouraged to call or e-mail teachers to schedule a conference. In most instances, teacher e-mail addresses consist of the first initial of the first name plus the last name followed by @mfisd.txed.net (For example, mmatherson@mfisd.txed.net).

- Becoming a school volunteer. [For further information, see policy GKG and **Volunteers** on page 96.]
- 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 67.]
- 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.]
- Being aware of the school's ongoing bullying and harassment prevention efforts.

Counseling

The comprehensive guidance program in the District is an integral part of the total educational program. Counselors assist students with developing the skills they need to enhance their personal, social, educational and career development.

The District's developmental guidance and counseling program meets the priority needs of students through four delivery system components:

• **Guidance Curriculum** provides guidance content in a systematic way to all students. Areas addressed include self-confidence, decision-making, goal setting, communication skills, cross-cultural effectiveness and responsible behavior.

• **Responsive Services** addresses the immediate concerns of students. Areas addressed include academic concerns; school-related concerns such as absences, school avoidance and misbehavior; relationship concerns; abuse issues; substance use and coping with stress.

• **Individual Planning** assists students in monitoring and understanding their own development. Areas addressed include study skills, course selection, career opportunities and training, utilization of test scores, development of healthy concepts and social behaviors.

• **System Support** includes program and staff support activities and services. Areas addressed include teacher/administration consultation, school improvement planning, guidance program development, research, community outreach, public relations and professional development.

These guidance and counseling components address the identified needs of all students in kindergarten through grade 12 and are implemented by certified school counselors and student support counselors with the support of teachers, administrators, students and parents.

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.

Students should be aware of the rare possibility of sudden cardiac arrest, which in athletes is usually caused by a previously unsuspected heart disease or disorder. A student may request an electrocardiogram (ECG or EKG) to screen for such disorders, in addition to his or her required physical examination. For more information, see the UIL's explanation of sudden cardiac arrest.

Spinal Screening Program

School-based spinal screening helps identify adolescents with abnormal spinal curvature and refer them for appropriate follow-up by their physician. Screening can detect scoliosis at an early stage, when the curve is mild and may go unnoticed. Early detection is key to controlling spinal deformities.

All students who meet the Texas Department of State Health Services criteria will be screened for abnormal spinal curvature before the end of the school year. For information on spinal screening by an outside professional or exemption from spinal screening based on religious beliefs, see policy FFAA(LEGAL) or contact the superintendent.

Spinal screening is non-invasive and conducted following the most recent, nationally accepted and peer-reviewed standards for spinal screening.

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 13.]

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 pray individually, voluntarily, and silently or to 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 / Junior High 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.

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.

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 88.]

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. 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 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 examinations, 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 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 61.]

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 58.]

Students will also have multiple opportunities to retake EOC assessments. [See **Graduation** on page 58 and **Standardized Testing** on page 88 for more information about EOC assessments.]

Release of Students from School

[See **Leaving Campus** on page 72.]

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.

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 3rd and 6th 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.

Teachers follow grading guidelines that have been approved by the principal and 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 58.]

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 44.]

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. A student may make anonymous reports about safety concerns by using the "Stay Alert" program available on our website at www.marblefallsisd.org
- 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

Occasionally, 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.

Students in grades 7–12 will annually be offered instruction on the use of bleeding control stations to respond to traumatic injury. For more information, see Homeland Security's Stop the Bleed and Stop the Bleed Texas

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, all 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).
- Blackboard messaging system
- Information posted on the school district's website.
- MFISD Twitter Account @MarbleFallsISD
- MFISD Facebook Page

[See **Communications-Automated, Emergency** on page 39 for more information.]

SAT, ACT, and Other Standardized Tests

[See **Standardized Testing** on page 88.]

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.

The following areas are open to students before school, beginning at 7:15 am:

Elementary Campuses

- 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 eligibility is confidential. The district may share information such as a student's name and eligibility status to help enroll 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.

Participating students will be offered the same meal options as their peers and will not be treated differently from their peers.

See the Child Nutrition Office at 830-693-4357 or the website at 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 according to the grace period set by the school board, and the district will present the parent with a schedule of repayment for any outstanding account balance and an application for free or reduced meals. 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 a meal. The district will make every effort to avoid bringing attention to the student.

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 during the following times with a teacher permit:

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.

School-sponsored Field Trips (All Grade Levels)

The district periodically takes students on field trips for educational purposes. A parent must provide permission for a student to participate in a field trip.

The district may ask the parent to provide information about a student's medical provider and insurance coverage, and may also ask the parent to sign a waiver allowing for emergency medical treatment in the case of a student accident or illness during the field trip.

The district may require a fee for student participation in a field trip to cover expenses such as transportation, admission, and meals; however, a student will not be denied participation because of financial need.

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.

Searches

District Property
(All Grade Levels)

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice. Students have no expectation of privacy in district property.

Students are responsible for any item—found in district property provided to the student—that is prohibited by law, district policy, or the Student Code of Conduct.

Searches in General
(All Grade Levels)

In the interest of promoting student safety and attempting to ensure that schools are safe and drug free, district officials may occasionally conduct searches.

District officials may conduct searches of students, their belongings, and their vehicles in accordance with law and district policy. Searches of students will be conducted without discrimination, based on, for example, reasonable suspicion, voluntary consent, or pursuant to district policy providing for suspicionless security procedures, including the use of metal detectors.

In accordance with the Student Code of Conduct, students are responsible for prohibited items found in their possession, including items in their personal belongings or in vehicles parked on district property.

If there is reasonable suspicion to believe that searching a student's person, belongings, or vehicle will reveal evidence of a violation of the Student Code of Conduct, a district official may conduct a search in accordance with law and district regulations.

Metal Detectors
(All Grade Levels)

To maintain a safe and disciplined learning environment, the district reserves the right to subject students to metal detector searches when entering a district campus and at off-campus, school-sponsored activities.

Trained Dogs
(All Grade Levels)

The district will use trained dogs to screen for concealed, prohibited items, including drugs and alcohol. Screenings conducted by trained dogs will not be announced in advance. The dogs will not be used with students, but students may be asked to leave personal belongings in an area

that is going to be screened, such as a classroom, a locker, or a vehicle. If a dog alerts to an item or an area, it may be searched by district officials.

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 will be conducted in accordance with law, and the device may be confiscated 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 52 for more information.]

Drug Testing (Secondary Grade Levels Only)

[See **Steroids** on page 90.]

Sexual Harassment

[See **Dating Violence, Discrimination, Harassment, and Retaliation** on page 44.]

Special Programs (All Grade Levels)

The district provides special programs for gifted and talented students, students who are homeless, students in foster care, bilingual students, migrant students, English 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 curriculum department at 830-693-4357.

A student who has or is at risk for dyslexia or a related reading difficulty is eligible to participate in the Texas State Library and Archives Commission's Talking Book Program, which provides audiobooks free of charge to qualifying Texans with visual, physical, or reading disabilities.

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 examination to take; these examinations 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 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 admission, review, and dismissal (ARD) committee concludes the student has made sufficient progress in the student's individualized education plan (IEP). [See **Promotion and Retention** on page 79 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 admission, review, and dismissal (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 (PNP).

[See **Graduation** on page 58 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 Yarda Leflet 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 20 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 58 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: Mental Health and Substance Abuse.

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 visit Texas Suicide Prevention or contact the school counselor for more information related to suicide prevention services available in your area.

You may also contact the National Suicide Prevention Lifeline at 1-800-273-8255.

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.

MIDDLE SCHOOL

Marble Falls ISD offers a free summer school program for students who took the 8th 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 5th 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 Tardy will result in a warning.

3rd Tardy and Beyond will follow campus specific protocol. For more information regarding campus tardy protocols please contact the principal's 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.

If the district does not issue graphing calculators for a course requiring their use, a student may use a calculator application with the same functionality as a graphing calculator on a phone, laptop, tablet, or other computing device in place of a graphing calculator.

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 19, **Bullying** on page 30, and **Students Who Have Learning Difficulties or Who Need Special Education or Section 504 Services** on page 21, 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. [See **School-sponsored Field Trips** on page 86 for more information.]

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 and any students who are homeless. 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 *Gina Solorzano, 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.

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.

In accordance with state law, 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 may make a written request for the district to place video and audio recording equipment in certain self-contained special education classrooms. The district will provide notice to before placing a video camera in a classroom or other setting in which your child receives special education services. For more information or to request the installation and operation of this equipment, speak with the principal or administrator, who the district has designated to coordinate the implementation of and compliance with this law.

[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 identification.

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.

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 the Student Code of Conduct.]

Visitors Participating in Special Programs for Students

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.

Career Day

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)

When a student under age 18 withdraws from school, the parent or guardian must submit a written request to the principal, specifying the reasons for withdrawal and the final day the student will be in attendance. Withdrawal forms are available from the principal's office.

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.

Please provide the school at least three days' notice of withdrawal so that records and documents may be prepared.

Appendix:
Freedom from Bullying Policy

Note: School board policies may be revised at any time. For legal context and the most current copy of the local policy, visit FFI Local. Below is the text of *Marble Falls ISD's* policy FFI(LOCAL) as of the date this handbook was finalized for this school year.

Student Welfare: Freedom from Bullying

Policy FFI(LOCAL) adopted on *11-13-2017*

This policy addresses bullying of District students. For purposes of this policy, the term bullying includes cyberbullying.

For provisions regarding discrimination and harassment involving District students, see FFH. Note that FFI shall be used in conjunction with FFH for certain prohibited conduct. For reporting requirements related to child abuse and neglect, see FFG.

Bullying Prohibited

The District prohibits bullying, including cyberbullying, as defined by state law. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

Examples

Bullying of a student could occur by physical contact or through electronic means and may include hazing, threats, taunting, teasing, confinement, assault, demands for money, destruction of property, theft of valued possessions, name calling, rumor spreading, or ostracism.

Retaliation

The District prohibits retaliation by a student or District employee against any person who in good faith makes a report of bullying, serves as a witness, or participates in an investigation.

Examples

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.

False Claim

A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding bullying shall be subject to appropriate disciplinary action.

Timely Reporting

Reports of bullying shall be made as soon as possible after the alleged act or knowledge of the alleged act. A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.

Reporting Procedures

Student Report

To obtain assistance and intervention, any student who believes that he or she has experienced bullying or believes that another student has experienced bullying should immediately report the alleged acts to a teacher, school counselor, principal, or other District employee. The Superintendent shall develop procedures allowing a student to anonymously report an alleged incident of bullying.

Employee Report

Any District employee who suspects or receives notice that a student or group of students has or may have experienced bullying shall immediately notify the principal or designee.

Report Format

A report may be made orally or in writing. The principal or designee shall reduce any oral reports to written form.

Notice of Report

When an allegation of bullying is reported, the principal or designee shall notify a parent of the alleged victim on or before the third business day after the incident is reported. The principal or designee shall also notify a parent of the student alleged to have engaged in the conduct within a reasonable amount of time after the incident is reported.

Prohibited Conduct

The principal or designee shall determine whether the allegations in the report, if proven, would constitute prohibited conduct as defined by policy FFH, including dating violence and harassment or discrimination on the basis of race, color, religion, sex, gender, national origin, or disability. If so, the District shall proceed under policy FFH. If the allegations could constitute both prohibited conduct and bullying, the investigation under FFH shall include a determination on each type of conduct.

Investigation of Report

The principal or designee shall conduct an appropriate investigation based on the allegations in the report. The principal or designee shall promptly take interim action calculated to prevent bullying during the course of an investigation, if appropriate.

Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the initial report alleging bullying; however, the principal or designee shall take additional time if necessary to complete a thorough investigation.

The principal or designee shall prepare a final, written report of the investigation. The report shall include a determination of whether bullying occurred, and if so, whether the victim used reasonable self-defense. A copy of the report shall be sent to the Superintendent or designee.

Notice to Parents

If an incident of bullying is confirmed, the principal or designee shall promptly notify the parents of the victim and of the student who engaged in bullying.

District Action

Bullying

If the results of an investigation indicate that bullying occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the District's Student Code of Conduct and may take corrective action reasonably calculated to address the conduct. The District may notify law enforcement in certain circumstances.

Discipline

A student who is a victim of bullying and who used reasonable self-defense in response to the bullying shall not be subject to disciplinary action.

The discipline of a student with a disability is subject to applicable state and federal law in addition to the Student Code of Conduct.

Corrective Action

Examples of corrective action may include a training program for the individuals involved in the complaint, a comprehensive education program for the school community, follow-up inquiries to determine whether any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where bullying has occurred, and reaffirming the District's policy against bullying.

Transfers

The principal or designee shall refer to FDB for transfer provisions.

Counseling

The principal or designee shall notify the victim, the student who engaged in bullying, and any students who witnessed the bullying of available counseling options.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take action in accordance with the Student Code of Conduct or any other appropriate corrective action.

Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation.

Appeal

A student who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level.

Records Retention

Retention of records shall be in accordance with CPC(LOCAL).

Access to Policy and Procedures

This policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and shall be readily available at each campus and the District's administrative offices. Marble Falls ISD- FFI(L)-X-027904- UPDATE 109- DATE ISSUED: 11/13/2017

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7	*Consent to Conduct a Psychological Evaluation*	SB11
10	*Objecting to the Release of Directory Information*	HB3091
13	*Instructional Materials*	HB 391
16	*Authorized Inspection and Use of Student Records*	SB11
33	*Warning Signs of Sex Trafficking (All Grade Levels)*	HB111
60	*Credits Required*	HB 678
62	*Students with Disabilities*	HB165
63	*Hazing*	SB38
66	*Food Allergies*	SB869
67	*SHAC*	SBs 11 & 435
68	*Seizures*	HB684
78	*Athletics Participation*	HB76
82	*Safety*	SB11
83	*Preparedness*	HB496
88	*Special Programs*	SB2075
93	*Textbooks*	HB3906
94	*Buses*	HB3

es
Prohibits a threat assessment team from providing a mental health service to a student except as permitted by law.
HB 3091 makes the location or physical layout of a shelter for survivors of family violence or trafficking confidential. Particularly if your district includes a student's home address in its list of directory information, be sure to request that families notify district personnel that the student currently resides in such a shelter. Families may choose to opt out of directory information to better protect their privacy and safety. For example, if the district
Requires a district to provide printed versions of relevant electronic instructional materials for a student who does not have reliable access to technology at home. The district is not required to purchase print editions of these materials for this purpose.
We have added reference to a person appointed to serve on a threat assessment team as part of the safe and supportive school program under SB 11 to clarify that such an individual may be considered a "school official" for student records access purposes.
Requires that districts now address sex trafficking and preventative measures against sex trafficking in their district improvement plan and communications with parents and students, in addition to existing provisions regarding sexual abuse and other maltreatment of children. Other maltreatment includes abuse and neglect, as defined by Chapter 261 of the Family Code.
Allows a student to satisfy one of the two required credits in Languages other than English by successfully completing an elementary school course in American Sign Language.
Requires a student's ARD committee to determine if modifications to the curriculum requirements for an endorsement are sufficiently rigorous to qualify for earning the endorsement and if the student must perform satisfactorily on any end-of-course assessment instrument required to earn an endorsement.
Revised the legal definition of hazing, and we have updated the definition here.
Requires districts to base their food allergy management plan on the Texas Department of State Health Services' (DSHS) "Guidelines for the Care of Students with Food Allergies At-Risk for Anaphylaxis," and to post a summary of those guidelines on the district's website, including instructions on accessing the complete guidelines.
Add to the SHAC's existing responsibilities and focus on various physical and mental health items, such as suicide and mental health risks, community mental health, suicide prevention services, and substance abuse prevention.
HB 684, also known as Sam's Law, permits a parent to submit a seizure management and treatment plan to the district and requires the district to review any submitted plans.
Requires a school district to provide information about sudden cardiac arrest and ECG testing to a student who is required by UIL to submit a physical examination certification. The district must notify the student that he or she may request an ECG in addition to the required physical examination.
Districts must have procedures for a student to anonymously report dangerous, violent, or unlawful activity that occurs or is threatened to occur on school property or that relates to a student or school personnel.
Requires the district to offer annual instruction on the use of bleeding control stations to students in grade 7 or higher, and to develop and annuallymake available a traumatic injury response protocol for school employees and volunteers.
Requires that a district notify the parent of a student who has or is at risk for dyslexia, a related disorder, or other reading difficulties that the Texas State Library and Archives Commission provides audiobooks free of charge to students with eligible disabilities
The district must allow a student to use a calculator application with graphing capabilities on a computing device, such as a phone, laptop, or tablet, in place of a dedicated graphing calculator when the student is enrolled in a course that requires the use of a graphing calculator and the district does not make one available at no cost.
Extends the transportation allotment to students who are homeless.

Page #	Revision Made By	Section
40	TASB	Deliveries
50	MFISD	Secondary Dress Code
73	TASB	Medicine at School
85	TASB	Searches-District Property
85	TASB	Searches in General
86	TASB	Metal Detectors
86	TASB	Trained Dogs
86	TASB	Telecommunications and Other…

Revision
New Addition
Mustaches, goatees and beards must be clean and neatly trimmed. Side burns should be kept trimmed and should not extend below the earlobe. Eyebrow markings are not allowed.
Addition-NOTE: Insect repellant is considered a nonprescription medication
Revised wording
Revised wording
Revised wording
Revised wording
Revised wording

New add

Page 2
Page 2 and 3
Page 3 and 4
Page 4 and 5

Page 5
Page 7
Page 8
Page 10
Page 11
Page 11 & 12

Extracurricular Handbook Revisions

litions are highlited in yellow-Deleted information is ~~strikethrough gray.~~

New Introductory Paragraph
Update of FO (LOCAL)
Conduct expectations
Prohibited conduct-Revised and added following language: *The District retains discretion to address student expectations for conduct even though the conduct may not be specifically included below.*
Removal of prior expectations – Previous version was obscure and wordy
Request for Removal-added language with Policky FNG no complaints/removed old languae
Removed Tobacco/E-Cig/Vape section and incorporated into the drug testing section
Added New Section on Electronic Communication
Removal of Discipline-Previous version was unclear and confusing
Lettering-Removal of old language/Added something more generic

LEARNERS TODAY, LEADERS TOMORROW, MUSTANGS FOREVER!

Marble Falls ISD
Board of Trustees
Agenda Item Information

Meeting Date:
July 15, 2019

Meeting Type:
- (•) Regular Meeting
- ( ) Special Meeting/Workshop
- ( ) Hearing

Date Submitted: June 27, 2019

Agenda Placement:
- ( ) Public Hearing
- ( ) Information Items
- ( ) Presentation/Discussion Items
- (•) Consideration Items
- ( ) Consent Agenda

Subject:
Extension of Depository Contract

Executive Summary:

Districts are required to renew depository contracts every two years. The original contract ended June 30, 2019. A district may extend the original contract for an additional 3, two-year terms. This is the first extension of the contract.

Fiscal Impact:

Cost:
- ( ) Recurring
- (•) One-Time
- ( ) No Fiscal Impact

Funding Source:
- (•) General Fund
- ( ) Grant Funds
- ( ) Bond Funds
- ( ) Other Funds (Specify)

Fiscal Year: 2019-2020

Amendment Required?
- ( ) Yes
- (•) No

Administration's Recommendation:

Approve the first, two-year extension of the depository contract with Bancorp South.

Submitted By:

Melissa Lafferty

Board Approval Required: (•) Yes ( ) No

Board Resolution Extending Depository Contract for Funds Of Independent School Districts Under Texas Education Code, Chapter 45, Subchapter G, School District Depositories

Resolved by the MARBLE FALLS ISD *Board of Trustees* **that:**

BANCORP SOUTH *(Name of Depository Bank)* located at BURNET *(Name of County)* County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code, and MARBLE FALLS ISD *(Name of District)* (CDN: 027904) agree to extend this depository contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from 7/1/19, through 6/30/21. Under Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The extension constitutes the parties' 1 *(first, second, third)* two-year term.

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of MARBLE FALLS ISD *Name of District*

this the 15th day of July, 2019.

Signature of President of School Board

AGREED AND ACCEPTED on behalf of Depository this the _____ day of _____, _____.

Typed Name of Depository

Signature of Authorized Bank Officer

Title of Authorized Bank Officer

Acknowledgement

Acknowledged before me in _____ County, Texas, on _____, 20___, by _____, bank officer of the Depository named in the preceding document, for the Depository.

Signature of Notary

(SEAL)

Notary Public in and for _____ County, Texas