



Learners Today...

Leaders Tomorrow...

*Mustangs  
Forever!*

**Marble Falls ISD  
Regular Meeting**

**Monday, December 15, 2014  
5:00 PM**

**AGENDA OF REGULAR MEETING  
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MONDAY, DECEMBER 15, 2014 – 5:00 PM  
Marble Falls ISD Central Office Community Room**

Notice is hereby given that on December 15, 2014, the Board of Trustees of the Marble Falls Independent School District will hold a Regular meeting at 5:00 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: Rick Edwards, President
2. Roll Call  
Presenter: Rick Edwards, President
3. Executive Session
  - A. Discussion of Board/Superintendents Goals (TX. Govt Code 551.074 and Education Code 39.030(a))
4. Reconvene From Executive Session
5. Invocation  
Presenter: Kelly Fox
6. Pledge to the Flags  
Presenter: Mike Savage
7. Special Recognitions
  - A. Superintendent Award- Colt Elementary  
Presenter: Keith Powell
  - B. Spotlight on Excellence- Colt Elementary  
Presenter: Keith Powell
  - C. Spotlight on Excellence- Middle School  
Presenter: Brett Koch
  - D. AP Scholar Recognitions- High School  
Presenter: Manny Lunoff
8. Citizen Comments
9. Consent Agenda
  - A. Approval of Minutes from November 17th Regular Board Meeting 4
  - B. Approval of Financial Report 7
  - C. Approval of 2015-2016 General Waivers Recommended by DEIC 8
  - D. Approval of Quarterly Investment Report 9
10. Action Items
  - A. Discussion and Possible Action to Approve Technology Lease Agreement on Devices 10  
Presenter: Wade Stanford
  - B. Discussion and Possible Approval of the CTE bids for Audio/Visual Classroom

Presenter: Bruce Peckover

11. Superintendent's Report
  - A. Announcement of Continuing Education Hours 14  
Presenter: Rick Edwards
  - B. City of Marble Falls Update  
Presenter: Mike Hodge
  - C. Safety & Security Update 16  
Presenter: Allen Roberts
12. Executive Session
  - A. Discussion of Professional Personnel (TX. Govt Code 551.074)
  - B. Discussion of Board/Superintendents Goals (TX. Govt Code 551.074 and Education Code 39.030(a))
13. Reconvene From Executive Session
14. Discussion and Possible Approval of Action Arising from Executive Session  
Presenter: Rob O'Connor
  - A. Discussion and Possible Approval of Professional Personnel  
Presenter: Dr. Rob O'Connor
  - B. Discussion and Possible Approval of Board/Superintendent Goals
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, Texas Govt. Code, Chapter 551, Subchapters D and E. 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.*

FOR THE BOARD OF TRUSTEES  
MARBLE FALLS INDEPENDENT SCHOOL

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Rob O'Connor, Superintendent of Schools

Rick Edwards, President, called the regular meeting to order at 6:10 p.m. at the Marble Falls ISD Administration Building. A quorum was present; notice of this meeting was posted in accordance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

**Board Members Present:** Rick Edwards, Kevin Naumann, Mike Savage, Larry Berkman, Lee Ann Johnson, Kelly Fox and Karl Westerman

**Board Members Absent:** None

**Administrators Present:** Dr. Rob O'Connor, Superintendent, Allen Roberts, Wade Stanford, Brett Koch, Mike Haley, Leslie Baty, Phyllis Campbell, Eric Penrod, Lee Courville, Robert Keith, Mary Davidson, Michael Pittard, Melissa Fields, Manny Lunoff, Bruce Peckover, Jennifer Lockner and Susan Maughan.

**Members of the Press:** None

### **Special Recognitions**

#### **Superintendent's Award**

Michael Haley, Marble Falls Elementary Principal, recognized the following 5th grade students from Marble Falls Elementary for the outstanding character traits that they exemplify:

Isabel Dahl was described as a leader with a big heart. Isabel is calm, cool, collected and an excellent public speaker. She is the president of the student council and is a stellar student.

Hudson McBryde was described as a hard worker that goes above and beyond. Hudson always has a smile on his face and gives 100% all the time. His peers constantly recognize his positive attitude and smile.

#### **Spotlight on Excellence**

Michael Pittard, Highland Lakes Elementary Principal, recognized two staff members for their excellence on his campus.

Tiffany Brantley is a 4th grade reading teacher. Mrs. Brantley is sincere, compassionate, collaborative and competitive. She helped organize the summer reading program at Highland Lakes Elementary as well as the one novel read. She has improved STAAR scores in reading and is always proactive in developing lesson plans.

Linda Angelosante is an instructional coach. Ms. Angelosante is also described as sincere, compassionate, collaborative and competitive. She wears her emotions on her sleeve and



**Superintendent's Report  
SPARK Learning Update**

Eric Penrod, Executive Director of Curriculum & Instruction, presented to the board about moving from teaching to learning and asking, "Who owns the learning?" Teachers are learning to create lesson cycles that are student centered rather than teacher centered. Marble Falls ISD is still building on our guaranteed and viable curriculum. Mr. Penrod shared a worksheet that breaks down the H.E.A.T. framework, which is a way to help teachers evaluate lessons.

**Technology Leasing Options**

Wade Stanford, Assistant Superintendent, explained a spreadsheet that was created to show the comparison of financing options for technology devices to be purchased as well as a breakdown of proposed time periods when the devices will be released.

**Report on NCLB Teacher Highly Qualified Status**

**Wade Stanford, Assistant Superintendent, reported that all content area teachers employed by MFISD meet the Highly Qualified requirements required by the Federal No Child Left Behind Act. All instructional aides employed by the district also meet federal guidelines. In addition, all staff members meet certification standards required by the Texas Education Agency. No employees are on waivers or temporary certificates.**

**Child Nutrition Update**

Mary Davidson, Director of Food Services, reported about new regulations for breakfast, lunch and smart snacks. Mrs. Davidson also described many celebrations including: 5 Serve Safe Certified Managers, serving dinner to coaches and players before games, Veteran's Day lunch, Thanksgiving lunches district wide and the staff Christmas breakfast coming up. She also discussed new docking stations and eating bars at the high school as well as a dish machine at the middle school and a remodel to the administration kitchen to provide better access for the Falls Career High School and Freshman Academy students.

**Executive Session**

At 9:17 p.m. the Board adjourned into executive session to discuss professional personnel and review Board and Superintendent goals. TX Got. Code Section 551.074 and Education Code 39.030(a)

The Board reconvened from executive session at 10:09 p.m.

**Adjournment:**

Hearing no objection, the Board adjourned at 10:10 p.m.

**Approved:**

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Rick Edwards, President

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Lee Ann Johnson, Secretary

**Marble Falls ISD**  
**Statement of Revenues and Expenditures - General Fund**  
**As of November 30, 2014**

25%	Of Fiscal Year	CURRENT YEAR				PRIOR YEAR		
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	YTD ACTIVITY	% OF FINAL BUDGET
<b>REVENUES</b>								
5710	LOCAL TAX REVENUES	\$ 32,184,031	\$ 2,746,935	\$ 29,437,096	8.54%	\$ 31,319,212	\$ 2,583,802	8.25%
57XX	OTHER LOCAL REVENUES	\$ 304,500	\$ 215,863	\$ 88,637	70.89%	\$ 328,000	\$ 123,790	37.74%
58XX	STATE PROG. REVENUES	\$ 4,146,097	\$ 2,436,460	\$ 1,709,637	58.77%	\$ 4,401,258	\$ 1,160,004	26.36%
5900	FEDERAL REVENUE	\$ 590,000	\$ 571,461	\$ 18,539	96.86%	\$ 490,000	\$ 515,097	105.12%
	<b>TOTAL REVENUE</b>	<b>\$ 37,224,628</b>	<b>\$ 5,970,718</b>	<b>\$ 31,253,910</b>	<b>16.04%</b>	<b>\$ 36,538,470</b>	<b>\$ 4,382,693</b>	<b>11.99%</b>
<b>EXPENDITURES</b>								
11	INSTRUCTION	\$ 18,761,223	\$ 4,520,306	\$ 14,240,917	24.09%	\$ 17,785,965	\$ 4,267,997	24.00%
12	LIBRARY	\$ 436,627	\$ 107,945	\$ 328,682	24.72%	\$ 425,989	\$ 94,715	22.23%
13	STAFF DEVELOPMENT	\$ 391,182	\$ 150,933	\$ 240,249	38.58%	\$ 306,743	\$ 74,708	24.36%
21	INST ADMINISTRATION	\$ 641,772	\$ 197,404	\$ 444,368	30.76%	\$ 687,723	\$ 106,625	15.50%
23	SCHOOL ADMINISTRATION	\$ 2,010,440	\$ 537,426	\$ 1,473,014	26.73%	\$ 2,071,923	\$ 494,677	23.88%
31	GUID AND COUNSELING	\$ 1,135,409	\$ 264,942	\$ 870,467	23.33%	\$ 1,073,687	\$ 266,537	24.82%
32	SOCIAL WORK SERVICES	\$ 47,020	\$ 11,801	\$ 35,219	25.10%	\$ 45,351	\$ 11,471	0.00%
33	HEALTH SERVICES	\$ 380,178	\$ 94,057	\$ 286,121	24.74%	\$ 371,793	\$ 91,870	24.71%
34	PUPIL TRANSP - REGULAR	\$ 1,776,565	\$ 547,489	\$ 1,229,076	30.82%	\$ 1,598,620	\$ 464,105	29.03%
36	CO-CURRICULAR ACT	\$ 1,455,863	\$ 352,257	\$ 1,103,606	24.20%	\$ 148,899	\$ 375,622	252.27%
41	GEN ADMINISTRATION	\$ 1,255,816	\$ 338,651	\$ 917,165	26.97%	\$ 1,218,672	\$ 337,903	27.73%
51	PLANT MAINT & OPERATION	\$ 4,238,621	\$ 1,185,914	\$ 3,052,707	27.98%	\$ 4,042,706	\$ 1,106,081	27.36%
52	SECURITY & MONITORING	\$ 141,038	\$ 11,954	\$ 129,084	8.48%	\$ 105,353	\$ 14,983	14.22%
53	DATA PROCESSING	\$ 2,088,632	\$ 288,733	\$ 1,799,899	13.82%	\$ 1,072,490	\$ 201,816	18.82%
61	COMMUNITY SERVICES	\$ 56,689	\$ 8,774	\$ 47,915	15.48%	\$ 74,783	\$ 7,938	10.61%
81	FACILITIES ACQ & CONST	\$ 2,628,136	\$ 1,259,192	\$ 1,368,944	0.00%	\$ 42,031	\$ 59,531	0.00%
91	STUDENT ATTENDANCE CR	\$ 2,737,864	\$ -	\$ 2,737,864	0.00%	\$ 3,576,539	\$ -	0.00%
99	PURCHASES & CONT SRVS	\$ 650,090	\$ 160,583	\$ 489,507	24.70%	\$ 657,204	\$ 164,459	25.02%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 40,833,165</b>	<b>\$ 10,038,361</b>	<b>\$ 30,794,804</b>	<b>24.58%</b>	<b>\$ 35,306,470</b>	<b>\$ 8,141,038</b>	<b>23.06%</b>
7000	Other Sources		\$ -			Other Sources	\$ -	
8000	Other Uses		\$ -			Other Uses	\$ -	
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ (4,067,643)			EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ (3,758,345)	
3000	BEG FUND BAL 09/01/14	\$ 10,464,319	Unaudited					
3000	END FUND BAL 11/30/14	\$ 6,396,676	Unaudited					

**Marble Falls ISD**  
**Statement of Revenues and Expenditures - Food Service**  
**As of November 30, 2014**

25%	Of Fiscal Year	CURRENT YEAR				PRIOR YEAR		
		BUDGET	YTD ACTIVITY	BALANCE	% OF BUDGET	BUDGET	YTD ACTIVITY	% OF FINAL BUDGET
<b>REVENUES</b>								
57XX	Local & Intermed Revenues	\$ 640,886	\$ 183,072	\$ 457,814	28.57%	\$ 606,629	\$ 190,683	31.43%
58XX	State Program Revenues	\$ 12,110	\$ -	\$ 12,110	0.00%	\$ 12,110	\$ -	0.00%
59xx	Federal Program Revenues	\$ 1,540,075	\$ 418,858	\$ 1,121,217	27.20%	\$ 1,763,583	\$ 404,092	22.91%
	<b>TOTAL REVENUE</b>	<b>\$ 2,193,071</b>	<b>\$ 601,930</b>	<b>\$ 1,591,141</b>	<b>27.45%</b>	<b>\$ 2,382,322</b>	<b>\$ 594,775</b>	<b>24.97%</b>
<b>EXPENDITURES</b>								
61	PAYROLL COST	\$ 814,851	\$ 226,405	\$ 588,446	27.78%	\$ 884,491	\$ 212,190	23.99%
62	PURCHASE & CONTRACTED	\$ 105,250	\$ 9,583	\$ 95,667	9.10%	\$ 98,175	\$ 10,603	10.80%
63	SUPPLIES AND MATERIALS	\$ 1,235,325	\$ 335,196	\$ 900,129	27.13%	\$ 1,126,431	\$ 325,366	28.88%
64	OTHER OPERATING EXP	\$ 13,000	\$ 1,198	\$ 11,802	9.22%	\$ 10,350	\$ 2,308	22.30%
66	CPTL OUTLAY	\$ -	\$ -	\$ -	0.00%	\$ 123,875	\$ -	0.00%
	<b>TOTAL EXPENDITURES</b>	<b>\$ 2,168,426</b>	<b>\$ 572,381</b>	<b>\$ 1,596,045</b>	<b>26.40%</b>	<b>\$ 2,243,322</b>	<b>\$ 550,467</b>	<b>24.54%</b>
7000	Other Sources		\$ -			\$ -		
8000	Other Uses		\$ -			\$ -		
1200	EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES		\$ 29,549			EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	\$ 44,308	
3000	BEG FUND BAL 09/01/14	\$ 733,023	Unaudited					
3000	END FUND BAL 11/30/14	\$ 762,571	Unaudited					

**DEIC recommends adopting the following General State Waivers**

**Staff Development Waiver:** This waiver allows the district to train staff on various education strategies designed to improve student performance in lieu of a maximum of three days of student instruction...

**DEIC recommends accepting this waiver**

**Reading/ English Language Arts, Mathematics, Science, and/ or Social Studies Staff Development Waiver:** This waiver allows the district additional staff development strategies aligned with the Texas Essential Knowledge and Skills in lieu of a maximum of two days of student instruction....

**DEIC recommends accepting this waiver**

**Early Release Waiver:** This waiver allows the district to conduct school for less than 7 hours for a total of six days of student instruction to provide additional training in educational methodologies and/ or to provide time to meet the needs of students and local communities.

Please select the number of days requested. **DEIC recommends accepting this waiver**

**Modified Schedule/ EOC/ STAAR Testing Days Waiver:** This waiver allows the district to modify the schedule of classes on TAKS testing days during the current school year to reduce the interruptions during testing periods.

**DEIC recommends accepting this waiver**

**Foreign Exchange Student Limit:** Allow the district to limit the number of foreign students to 5 or less per year. **DEIC recommends accepting this waiver**

**Marble Falls ISD**  
**Quarterly Investment Report**  
**November 30, 2014**

<u>Bank</u>	<u>Account</u>	<u>Month</u>	<u>Interest Earned</u>	<u>Bank Balances</u>
First State Bank	Capital Projects	September	\$ 1,362.12	\$ 5,522,594.75
		October	\$ 1,332.86	\$ 5,140,172.20
		November	\$ 1,237.19	\$ 4,954,772.84
		Total	\$ 3,932.17	
First State Bank	Debt Service	September	\$ 659.90	\$ 2,683,858.89
		October	\$ 691.92	\$ 2,725,550.81
		November	\$ 734.02	\$ 3,085,284.83
		Total	\$ 2,085.84	
First State Bank	Finance	September	\$ 98.85	\$ 188,166.96
		October	\$ 93.86	\$ 942,766.65
		November	\$ 78.12	\$ 158,937.64
		Total	\$ 270.83	
First State Bank	Money Market	September	\$ 1,982.71	\$ 8,223,070.50
		October	\$ 1,679.00	\$ 5,044,974.85
		November	\$ 1,196.30	\$ 4,408,672.46
		Total	\$ 4,858.01	
First State Bank	Payroll	September	\$ 424.79	\$ 1,626,745.40
		October	\$ 400.52	\$ 1,463,916.51
		November	\$ 426.73	\$ 1,599,891.04
		Total	\$ 1,252.04	

	<u>Corporate Overnight Plus Fund</u>
<b>Lone Star Investment Pool:</b>	
Beginning Balance @ 9-1-14	\$ 119,837.75
Transfers In	\$ 3,871,624.07
Transfers Out	\$ (2,888,368.37)
Interest Earned	\$ 154.99
Ending Balance @ 11-30-14	<u>\$ 1,103,248.44</u>

<b>Total Interest Earned:</b>	\$ 12,553.88
<b>Total Cash Balance:</b>	\$ 15,310,807.25

<b>Average Rates of Return:</b>	<u>September</u>	<u>October</u>	<u>November</u>
First State Bank	0.30%	0.30%	0.30%
Lone Star Investment Pool	0.14%	0.13%	0.14%



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

<b>Meeting Date: December 15, 2014</b>		
<b>Meeting Type:</b> <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting/Workshop <input type="checkbox"/> Hearing	<b>Agenda Placement:</b> <input type="checkbox"/> Public Hearing <input checked="" type="checkbox"/> Open Session <input type="checkbox"/> Executive Session <input type="checkbox"/> Recognition <input type="checkbox"/> Administrative Report <input type="checkbox"/> Consent Agenda <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Information/Discussion	
<b>Date Submitted: December 11, 2014</b>		
<b>Subject: Approval of Lease Agreement for Technology Devices</b>		
<b>Executive Summary:</b> <p>This topic was first introduced at a sub-committee meeting on October 20<sup>th</sup> and later at the October Regular Board Meeting. At that meeting, we discussed the cost of the devices and the idea of leasing rather than purchasing with cash. We also discussed the pros and cons of leasing.</p> <p>We discussed this topic again at the November 3<sup>rd</sup> sub-committee meeting. At this meeting, we introduced the idea of moving as much of the \$760,000 expenditure approved at the last board meeting to bond funds This would free up more local money which can be used in leasing. We also talked about our desire to stretch these dollars as many years as possible.</p> <p>In the November board meeting, we provided information on three different options:</p> <ol style="list-style-type: none"> <li>1) cash option</li> <li>2) lease option</li> <li>3) lease option and allocation of additional fund balance each year</li> </ol> <p>At this time, we are presenting a recommendation to approve a lease option with allocation of additional funds that would enable the district to sustain the device initiative for six years. Supporting documents include a summary spreadsheet that outlines the lease plan and the Master Lease Agreement.</p>		
<b>Fiscal Impact:</b>  <b>Cost:</b> <input checked="" type="checkbox"/> Recurring <input type="checkbox"/> One-Time <input type="checkbox"/> No Fiscal Impact	<b>Funding Source:</b> <input checked="" type="checkbox"/> General Fund <input type="checkbox"/> Grant Funds <input type="checkbox"/> Other Funds (Specify)	<b>Fiscal Year:</b> Amendment Required? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Superintendent's Recommendation: Approve the leasing of technology devices as presented.</b>		
<b>Department Submitting: Business Office</b>		<b>Requested By: Wade Stanford</b>
<b>Cabinet Member's Approval:</b>		
<b>Board Approval Required:    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</b>		

### Financing Recommendation for Technology Devices

	A	B	C	D	E	F	G	H	I	J
	Time Period	Equipment	Project Cost (Cash)	2014-15	2015-16	2016-17	2017-18	2018-19	2019-2020	2020-2021
1	Winter 2014	Yoga or Comparable Machines for HS and Falls Teachers, HS and Falls Admin, and Elem Admin and iPads for Cohorts 2 and 3	\$ 492,800	152,275.20	152,275.20	152,275.20	152,275.20 <i>(est.)</i>	152,275.20 <i>(est.)</i>	152,275.20 <i>(est.)</i>	?
2	Summer 2015	Chromebooks for Students Grades 9, 10, 11	\$ 417,150	128,525.38	128,525.38	128,525.38	128,525.38 <i>(est.)</i>	128,525.38 <i>(est.)</i>	128,525.38 <i>(est.)</i>	?
3	Fall 2015	Yoga or Comparable Machines for MS Teachers and Admin and iPads for Cohorts 4 and 5	\$ 447,200		137,690.47	137,690.47	137,690.47	137,690.47 <i>(est.)</i>	137,690.47 <i>(est.)</i>	137,690.47 <i>(est.)</i>
4	Spring 2016	iPads for Elementary Cohorts 6 and 7 and Chromebooks for Students Grades 8, 9 (15-16 grades 7, 8)	\$ 636,200		193,403.71	193,403.71	193,403.71	193,403.71 <i>(est.)</i>	193,403.71 <i>(est.)</i>	193,403.71 <i>(est.)</i>
5	Summer 2017	Chromebooks for Students Grades 7, 8 (15-16 grades 6, 7)	\$ 272,250				84,378.39	84,378.39	84,378.39	?
6	<b>Totals</b>		<b>\$ 2,265,600</b>	<b>\$ 280,801</b>	<b>\$ 611,895</b>	<b>\$ 611,895</b>	<b>\$ 696,273</b>	<b>\$ 696,273</b>	<b>\$ 696,273</b>	<b>\$ 331,094</b>

#### Fund Balance Designated for Technology

7	Lease Option with Beg. Fund Balance & <b>\$165,000</b> surplus per year dedicated to technology						<i>Estimated</i>	<i>Estimated</i>	<i>Estimated</i>	<i>Estimated</i>
		\$ 2,730,000.00	\$ 2,614,199.42	\$ 2,167,304.66	\$ 1,720,409.90	\$ 1,189,136.75	\$ 657,863.60	\$ 126,590.45	\$ (39,503.73)	

# Master Lease Agreement

**THIS IS A NON-CANCELABLE,  
LEGALLY BINDING CONTRACT**



Master Lease Number: 842625

Lessee (Leasing Customer) – Use exact registered name if a corp., LLC or LP		Lessee's Chief Executive Office – Street		City
Marble Falls Independent School District		1511 Pony Dr		Marble Falls
Tax ID #	State	County	Zip Code	Lessee's Telephone
	TX		78654-4964	

In this Master Lease Agreement ("Master Agreement"), the words "You" and "Your" mean the Lessee named above. "We," "Us" "Our" and "Lessor" mean VAR Resources, Inc. "Schedule" means the form of lease schedule attached hereto as Exhibit A. "Supplier" means the equipment supplier supplying the Equipment (defined below) leased under a Schedule. **This Master Agreement, together with each Schedule entered into pursuant hereto and the related and supporting documents entered into directly with Us in connection with the transaction represented in a Schedule ("Other Documents"), represent the final and only agreement between You and Us regarding the leasing of the Equipment identified in such Schedule and may not be contradicted by evidence of prior, contemporaneous or subsequent oral agreements. There are no unwritten oral agreements between You and Us. Neither this Master Agreement nor any Schedule may be changed except by a written agreement between You and Us. Other agreements not stated in this Master Agreement, Schedules and Other Documents (including those contained in any purchase agreement or order between You and the Supplier) are not binding on Us.**

**1. LEASE OF EQUIPMENT.** Each Schedule executed by You represents your agreement to lease from Us the equipment listed therein (together with all existing and future accessories, embedded software programs, attachments, replacements, additions and repairs) (the "Equipment"), upon the terms stated in such Schedule and this Master Agreement. Each Schedule shall be substantially in the form of Exhibit A and shall be deemed to be a separate lease transaction (a "Lease") between You and Us. In the event of any conflict between the provisions of this Master Agreement and the provisions of any Schedule, the provisions of the Schedule shall control. You promise to pay to Us the Lease Payments shown on each Schedule in accordance with the payment schedule set forth therein, plus all other amounts stated herein and therein. Each Schedule is binding on You as of the date You sign it. After You sign a Schedule, We may (i) insert the Lease number thereon and any other information missing in such Schedule, and (ii) change the Lease Payment amount by not more than 15% due to a change in the Equipment configuration, cost or tax amount, or a payment miscalculation. No Schedule is binding on Us until We sign it. If You are other than a sole proprietorship, Your signature on this Master Agreement and on each Schedule constitutes Your representation that the execution and delivery by You of this Master Agreement, the Schedule and the Other Documents, and the performance of Your obligations hereunder and thereunder, have been authorized by all necessary company action, and that the person(s) signing this Master Agreement, the Schedule and the Other Documents has been duly authorized to do so.

**2. UNCONDITIONAL OBLIGATION TO PERFORM.** With respect to each Schedule, You agree that: (a) You, not We, selected the Equipment and the Supplier, (b) We are a separate company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), the Vendors are NOT Our agents, and no statement, representation or warranty by any Vendor is binding on Us, (c) Your duty to perform Your obligations under the Master Agreement and the Schedule is unconditional despite any equipment failure, the existence of any law restricting the use of the Equipment, or any other adverse condition whatsoever, (d) if You are a party to any maintenance, service, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of any Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from fully performing Your payment and other obligations to Us, and (e) if the Equipment is unsatisfactory or if any Vendor fails to provide any service or maintenance or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to perform your payment and other obligations to Us.

**3. ORIGINAL TERM; END OF TERM OPTIONS; RENEWAL PROVISIONS.** The original term of each Lease represented by a Schedule will begin on a date designated by Us after We accept such Schedule (the "Commencement Date") and will continue for the number of months shown in the Schedule ("Original Term"). As used herein, "Present Term" means the term presently in effect, whether it is the Original Term or a Renewal Term (as defined below). With respect to each Schedule, unless You notify Us in writing at least 90 days but not more than 120 days before the end of a Present Term that, at the end of such Present Term, You intend to (i) return the Equipment, or (ii) exercise the purchase option, if any, specified in the Schedule, then: (a) the Schedule will automatically renew for an additional three-month Term (each, a "Renewal Term"), and (b) the Lease Payment amount and the other terms of the Schedule and of this Master Agreement and Other Documents will continue to apply. If You do not notify Us in writing within the time set forth above that You intend to return the Equipment or purchase the Equipment at the end of such Present Term, then, immediately upon the expiration of such Term, You shall return the Equipment subject to the Schedule pursuant to Section 13 of this Master Agreement or purchase the Equipment pursuant to Section 10 of the Schedule, as applicable.

**4. ACCEPTANCE OF EQUIPMENT; LEASE PAYMENTS.** With respect to each Schedule, You will inspect and test the operation of the Equipment upon its delivery and You will notify Us within ten (10) days of delivery if the Equipment is not satisfactory. **YOU AGREE THAT IF YOU FAIL TO NOTIFY US THAT THE EQUIPMENT IS NOT SATISFACTORY WITHIN TEN (10) DAYS OF DELIVERY THEN THE EQUIPMENT SHALL BE IRREVOCABLY AND UNCONDITIONALLY ACCEPTED BY YOU.** If requested, You will sign a separate Equipment delivery and acceptance certificate for each Schedule. We may at Our discretion verify by telephone such information regarding delivery and acceptance of the Equipment as we deem appropriate and any such telephone verification of Your acceptance will have the same effect as a written delivery and acceptance certificate signed by You. With respect to each Schedule, Customer agrees to pay a prorated Lease Payment for the period between the Equipment delivery date (i.e. the date of the related delivery and acceptance certificate) and the Commencement Date. This prorated or partial payment will be based on the Lease Payment shown on the related Schedule prorated on a 30-day calendar month and will be added to the Customer's first invoice. With respect to each Schedule, Lease Payments plus applicable taxes and other charges provided for herein are payable in advance periodically as stated herein and therein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and then to the current amount due, in such order as We determine. We may add finance charges to any amount We advance on Your behalf, including, without limitation, taxes and insurance premiums, if any. Any security deposit or estimated future Governmental Charge (as defined in Section 10 below) that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to past-due amounts, and the unused portion will be returned to You within 90 days after the end of the final Present Term of the applicable Schedule. **If We do not receive a payment in full on or before its due date, You shall pay (i) a fee equal to the greater of 10% of the amount that is late or \$29.00, plus (ii) interest on the part of the payment that is late in the amount of 1.5% per month ("Time-Value Interest") from the due date to the date paid.** If any check is dishonored, You shall pay Us a fee of \$20.00.

**5. DELIVERY, LOCATION, OWNERSHIP, USE, MAINTENANCE OF EQUIPMENT.** We are not responsible for delivery or installation of the Equipment relating to any Schedule. You are responsible for Equipment maintenance. You shall not remove the Equipment from the Equipment Location designated in the applicable Schedule unless You first get Our permission. You shall give Us access to each Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith, whether performed prior to or after the Commencement Date of the applicable Schedule. **We will own and have title to all Equipment (excluding any software) throughout the Term of each Schedule.** If the Equipment includes any software, You agree that (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under the applicable Lease. You agree that all Equipment is and shall remain personal property. You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind whatsoever. **You represent that all Equipment will be used solely for commercial purposes and not for personal, family or household purposes.** You shall use all Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

**6. NO WARRANTIES; FINANCE LEASE.** WITH RESPECT TO EACH SCHEDULE, WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. You agree that the transaction represented by each Schedule is a "finance lease" as defined in Article 2A of the Uniform Commercial Code ("UCC"). To the extent permitted by law, **You hereby waive any and all rights and remedies conferred upon You under UCC Sections 2A-303 and 2A-508 through 522.** If it is determined that the transaction represented by any Schedule is other than a "lease" as defined in Article 2A, then You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record (and amend, if appropriate) a UCC financing statement to protect Our interests. With respect to any one or more Schedules, You may be entitled under Article 2A to the promises and warranties (if any) provided to Us by the Vendor(s) in connection with or as part of the contract(s), if any, by which We acquire the Equipment. You may contact the Vendor(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies. We hereby transfer to You, without recourse to Us, all automatically transferable promises and warranties, if any, made to Us by the Vendor(s).

**NO SCHEDULE MAY BE TERMINATED EARLY. THE TERMS OF THIS MASTER LEASE ARE CONTINUED ON THE REVERSE OR NEXT PAGE →**

VAR Resources, Inc.:	Customer: Marble Falls Independent School District
(Date)	By: <input checked="" type="checkbox"/> / (Date)
	Print Name: Title:

**7. LIABILITY; INDEMNIFICATION.** We are not liable for any claims, actions, damages (whether direct, indirect, incidental or consequential), liabilities, losses or costs made against or incurred by You relating to the delivery, installation, possession, use, return, loss of use, defect or malfunction of any Equipment (collectively, "Equipment Matters") with respect to any Schedule. You shall indemnify and defend Us against, and hold Us harmless for, any and all claims, actions, damages, liabilities, losses, and costs (including reasonable attorneys' fees) made against or incurred by Us relating to Equipment Matters.

**8. LOSS; DAMAGE; INSURANCE.** You shall, during the Term, (i) bear the risk of loss and damage to all Equipment leased under all Schedules and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep all Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee," and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as "additional insured." You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date of each Lease. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. **If You do not provide Us with Insurance Proof within 30 days of the Commencement Date of a Schedule, or if such Insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge You a periodic Insurance Charge for such Other Insurance.** The Insurance Charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, a finance charge of up to 18% per annum (or the maximum rate allowed by law, if less) on any advances We make for premiums, billing and tracking fees, charges for Our processing costs associated with the Other Insurance, and other related fees. We and/or one or more of Our affiliated companies or agents will receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain and may cancel Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

**9. ASSIGNMENT. YOU SHALL NOT SELL, TRANSFER, ASSIGN, PLEDGE OR OTHERWISE ENCUMBER (collectively, "Transfer") THIS MASTER AGREEMENT OR ANY SCHEDULE, OR TRANSFER OR SUBLEASE ANY EQUIPMENT, IN WHOLE OR IN PART.** We may, without notice to You, Transfer Our interests in this Master Agreement, any one or more Schedules and/or any or all Equipment leased thereunder, in whole or in part, to a third party (a "New Owner"), in which case the New Owner will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform any of Our obligations (if any). You agree not to assert against the New Owner any claim, defense or offset You may have against Us or any predecessor in interest.

**10. TAXES AND OTHER FEES.** You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, and excluding only taxes based on Our income), levies, assessments and license and registration fees and other governmental charges relating to each Lease and the ownership, leasing, sale, possession or use of the Equipment leased under each Schedule (collectively, "Governmental Charges"). We may periodically bill you for, and You agree to promptly pay, estimated future Governmental Charges. You authorize Us to pay any Governmental Charges when and as they may become due, and You agree to reimburse Us promptly upon demand for the full amount (less any estimated amounts previously paid by You). You hereby appoint Us as Your attorney-in-fact to sign Your name to any document for the purpose of filing tax returns. You agree to pay Us a fee for preparing and filing personal property tax returns. With respect to each Schedule, You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements and a fee for each filing and (ii) a processing fee of \$75.00 for each Lease to cover Our investigation, documentation and other administrative costs in originating the Lease. **You agree that the fees set forth in this Master Agreement and in the Schedules may include a profit component.**

**11. SAVINGS CLAUSE.** If it is determined that any amount charged or collected with respect to a Lease is greater than the amount allowed by law, including, without limitation, any amount that is determined to exceed applicable usury limits (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be applied to any amount then due and owing by You with respect to such Lease, adjusted to conform with applicable law, or, if there is no such amount then due and owing by You, will be refunded to You.

**12. DEFAULT.** You will be in default under a Schedule if, with respect to such Schedule, this Master Agreement or any other Schedule or agreement between You and Us, You fail to pay any amount within 15 days of the due date or fail to perform or observe any other obligation. If You are in default, We may do any one or more of the following, at Our option, concurrently or separately: (A) cancel the Lease represented by such Schedule and any one or more Lease(s) represented

by any other Schedules, (B) require You to return the Equipment leased under any one or more Schedule(s) pursuant to Section 13 of this Master Agreement, (C) take possession of and/or render unusable the Equipment leased under such Schedule(s), and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law, (D) with respect to any one or more Schedules, require You to pay to Us, on demand, an amount equal to the sum of (i) all Lease Payments and other amounts then due and past due, (ii) all Lease Payments for the then-remaining Present Term(s) of such Schedules plus Our residual interest in the Equipment as indicated by Our records, discounted at a rate of 6% per annum (or the lowest rate permitted by law, whichever is higher), (iii) interest at the rate of Time-Value Interest on the amounts specified in clauses "i" and "ii" above from the date of demand to the date paid, and (iv) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "iv" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of collection and enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus Time-Value Interest on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment with respect to any Schedule, We shall give You a credit against the Balance Due under such Schedule in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are greater than the Balance Due, We shall pay You such surplus. If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights under the Lease shall not constitute a waiver thereof.

**13. RETURN OF EQUIPMENT.** If You are required to return the Equipment under any Schedule, You shall, at Your expense, send the Equipment to any location(s) that We may designate. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (as defined in Section 5 of this Master Agreement). If You are required to return the Equipment under Section 12 of this Master Agreement, You shall do so promptly upon demand. If You are required to return the Equipment under Section 3 of this Master Agreement, then (i) it must be received by Us in Good Condition within 15 days after the expiration of the then Present Term, (ii) if it is not received within 15 days of the date of demand, You agree to continue paying Lease Payments and all other amounts due hereunder until it is received and accepted by Us in Good Condition, and (iii) You agree to pay a handling and restocking fee of \$250.00 promptly upon demand. If You are required to return the Equipment under any provision of this Master Agreement and it is not in Good Condition when it is received by Us, You agree to pay Our reasonable costs that We incur in connection with repairing or restoring the Equipment to Good Condition (as defined in Section 5 of this Master Agreement).

**14. APPLICABLE LAW; VENUE; JURISDICTION.** Each Lease shall be governed by, enforced and construed in accordance with the laws of the state of Lessor's principal place of business or, with respect to any Lease that Lessor assigns to a New Owner, the laws of the state of the New Owner's principal place of business, and any dispute concerning a Lease shall be adjudicated in a federal or state court in such state or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or the New Owner. You hereby irrevocably submit generally and unconditionally to the jurisdiction of such courts and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** Each provision of this Master Agreement and of each Schedule shall be interpreted to the maximum extent possible so as to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder of the Lease.

**15. MISCELLANEOUS.** You represent and covenant to Us that this Master Agreement is, and each Schedule will be, enforceable against You in accordance with its terms, and You acknowledge that this representation and covenant was a material inducement to Us to acquire the Equipment to be leased under each Schedule and to enter into this Master Agreement and each Schedule. This Master Agreement and any one or more Schedules may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document. You acknowledge that You have received a copy of this Master Agreement, and You agree that a facsimile or other copy of this Master Agreement and of any Schedule and Other Document containing Your faxed or copied signature shall be as enforceable as the original executed document.

Lessee's Initials:



**MARBLE FALLS  
INDEPENDENT  
SCHOOL DISTRICT**

Robert O'Connor, Ed.D. – Superintendent  
1800 Colt Circle Marble Falls, Texas 78654 Phone 830-693-4357 Fax 830-693-5685

TO: Board of Trustees  
FROM: Rob O'Connor  
SUBJECT: Board President to Announce Board Training Credit Hours  
DATE: December 9, 2014

Rick Edwards will announce the following regarding the status of each trustee's training hours for the current year as required by the Texas Administrative Code (19TAC §61.1):

- Tier I: Rick Edwards, Kelly Fox, Kevin Naumann, Mike Savage, and Karl Westerman have satisfied the requirements of Tier I training. Lee Ann Johnson and Larry Berkman are working on obtaining additional hours.
- Tier II: All trustees have satisfied the requirements of the Tier II training.
- Tier III: Rick Edwards, Kelly Fox, and Kevin Naumann have satisfied the requirements of Tier III training. Larry Berkman, Lee Ann Johnson, Karl Westerman and Mike Savage are working on obtaining additional hours.



Learners Today...  
Leaders Tomorrow...

Mustangs  
Forever!





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

<b>Meeting Date:</b> 12-15-14		
<b>Meeting Type:</b> <input checked="" type="checkbox"/> Regular Meeting <input type="checkbox"/> Special Meeting/Workshop <input type="checkbox"/> Hearing	<b>Agenda Placement:</b> <input type="checkbox"/> Public Hearing <input type="checkbox"/> Administrative Report <input type="checkbox"/> Open Session <input type="checkbox"/> Consent Agenda <input type="checkbox"/> Executive Session <input checked="" type="checkbox"/> Regular Agenda <input type="checkbox"/> Recognition <input type="checkbox"/> Information/Discussion	
<b>Date Submitted:</b>		
<b>Subject:</b> Report on the Safety, Security, SRO and Attendance for the Fall Semester		
<p><b>Executive Summary:</b> We will give an update on where we are as a district after the independent security audit from a year ago along with where we are with attendance this Fall. Subject that will be covered are the District and Campus Emergency Operation Plans, Anti-Intruder Alarm System, Law Enforcement Presence (SRO), Preparedness Drills, Exterior Door Numberings, Play and Outdoor Recreation Areas, Classroom Dorr Security, Surveillance Cameras, First Responder meetings, Staff Meetings, Security Walk-Thru's, CopSync and Trunking System.</p> <p>We will also talk about attendance, where we are today and some of the steps we are taking to increase attendance.</p>		
<b>Fiscal Impact:</b>  <b>Cost:</b> <input type="checkbox"/> Recurring <input type="checkbox"/> One-Time <input checked="" type="checkbox"/> No Fiscal Impact	<b>Funding Source:</b> <input type="checkbox"/> General Fund <input type="checkbox"/> Grant Funds <input type="checkbox"/> Other Funds (Specify)	<b>Fiscal Year:</b> Amendment Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<b>Superintendent's Recommendation:</b>  		
<b>Department Submitting:</b> Support Services (Safety and Security)	<b>Requested By:</b>	
<b>Cabinet Member's Approval:</b> Allen Roberts		
<b>Board Approval Required:</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		

# SAFETY & SECURITY UPDATE



# Safety & Security Audit Accommodations

## District & Campus Emergency Operations Plan

Continue to review with staff and outside responders. Currently transferring EOP's to a different format which includes all annexes.

## Anti-Intruder Alarm

CopSync is installed on all professional computers

## Law Enforcement Presence

1 SRO for the District, Burnet County Sheriff's Office has store front at Spicewood, Granite Shoals and Marble Falls patrol campuses regularly.

# School Resource Officer

- Stationed at the High School
  - Physical presence on all campuses
  - Works with staff and makes classroom presentations
  - Assists the Director of Special Programs with home visits to truant students
    - Attends School Events
    - Attend training meetings
- 2013 – 19 Offenses (Aug- Nov)
- 2014 – 18 Offenses (Aug- Nov)

# Preparedness Drills

Each Campus has at least 1 Lockdown and tornado/weather Drill each semester and monthly Fire Drills.

(Appropriate first responders are invited participants to each of these)



## Exterior Door Numberings

All Campuses, Maintenance and Technology with the exception of the High School (relabeling of maps) match the maps first responders have.

## Play and Outdoor Recreation Areas

Fences and Gates have been installed throughout the District securing all campuses.



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## Classroom Door Security

Classroom doors should be locked at all times with door magnets available to all staff.

## Surveillance Cameras

Cameras are on the list of facilities improvement requests to be considered by facilities committee.

# Additional Safety & Security Measures MFISD has in Place

- ▣ Meet annually with first responders to discuss expectations and new security measures in place.
- ▣ Met with all new teachers, substitutes, cafeteria, transportation, maintenance and custodial staff on emergency procedures and expectations.
- ▣ Administered intruder assessments on all campuses
- ▣ Security walk thru's completed at all campuses.
- ▣ Trunking Radio System ordered and should be in place after the first of the year.

# Attendance

Overall attendance is up .33% over the last 2 years.

2011-2012 – 95.01% to 2013-2014 – 95.34%

SkyAlert calls are made daily to all unexcused absences

Filed 35 Failure To Attend cases this year

22 “Show Cause” Hearings

Weekly visits with campus attendance clerks

Home Visits