

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



**Marble Falls ISD  
Special Meeting**

**Monday, June 24, 2019  
6:00 PM**

**AGENDA OF SPECIAL MEETING  
MARBLE FALLS INDEPENDENT SCHOOL DISTRICT  
BOARD OF TRUSTEES  
MONDAY, JUNE 24, 2019 – 6:00 PM  
Marble Falls ISD Central Office Community Room**

Notice is hereby given that on June 24, 2019, the Board of Trustees of the Marble Falls Independent School District will hold a Special 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
4. Public Hearing
  - A. 2019-20 School Year Budget 4  
Presenter: Melissa Lafferty
5. Presentation/Discussion Items and Possible Action
  - A. 2019-20 School Year Proposed Budget Adoption 5  
Presenter: Melissa Lafferty
  - B. Approval of Construction Materials Engineering and Verification Testing Services 7  
contract with Raba Kistner Inc.  
Presenter: Dr. Jeff Gasaway
  - C. 2019-2020 Extracurricular Handbook Review 37  
Presenter: Dr. Jeff Gasaway
  - D. Early Guaranteed Maximum Price (GMP) for portions of projects assigned to 69  
Satterfield and Pontikes CMAR Scope of Work  
Presenter: Dr. Chris Allen
  - E. Kaduceus Pharmacy Tech Curriculum and Lab equipment for Marble Falls High 71  
School  
Presenter: Leslie Baty
6. Consider and Possible Approval of Action
  - A. Consent
    1. 2018-2019 Final Budget Amendment
7. Executive Session
  - A. Discussion of Professional Personnel (TX Govt. Code 551.074)
8. Reconvene from Executive Session
9. Discussion and Possible Approval of Action Arising from Executive Session
  - A. Possible Approval of Professional Personnel
10. 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

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Dr. Chris Allen, Superintendent of Schools



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

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

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



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Submitted By:		
Board Approval Required:    Yes    No		

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT  
 COMBINED STATEMENT OF REVENUES, EXPENDITURES  
 AND CHANGES IN FUND BALANCE 2019-2020 PROPOSED BUDGET

	199 <u>General Fund</u>	240 <u>School Nutrition</u>	599 <u>Debt Services</u>	Total Proposed Budget 2019-2020 <u>57,031,516</u>
<u>REVENUES</u>				
5700 Local, Intermediate, and Out-of-State	\$ 41,412,277	\$ 718,549	\$ 9,025,894	\$ 51,156,720
5800 State Program Revenue	3,291,941	12,000	100,790	3,404,731
5900 Federal Program Revenue	620,000	1,850,065	-	2,470,065
<b>TOTAL REVENUE</b>	<u>45,324,218</u>	<u>2,580,614</u>	<u>9,126,684</u>	<u>57,031,516</u>
<u>EXPENDITURES</u>				
11 Instruction	22,653,592	-	-	22,653,592
12 Instructional Resources & Media Svcs	440,162	-	-	440,162
13 Curriculum & Professional Development	356,495	-	-	356,495
21 Instructional Administration	923,156	-	-	923,156
23 School Leadership	2,584,209	-	-	2,584,209
31 Guidance & Counseling	1,402,165	-	-	1,402,165
32 Attendance & Social Work	65,340	-	-	65,340
33 Health Services	394,116	-	-	394,116
34 Transportation Services	1,749,074	-	-	1,749,074
35 Food Services	-	2,580,614	-	2,580,614
36 Extra Curricular Activities	1,687,258	-	-	1,687,258
41 General Administration	1,743,523	-	-	1,743,523
51 Plant Maintenance & Operations	4,949,944	-	-	4,949,944
52 Security & Monitoring	140,229	-	-	140,229
53 Data Processing Services	1,165,074	-	-	1,165,074
61 Community Services	40,721	-	-	40,721
71 Debt Services	-	-	9,141,650	9,141,650
81 Facilities Acquisition & Construction	-	-	-	-
91 Contracted Instructional Services Between Public Sc	4,254,160	-	-	4,254,160
99 Other Governmental Charges	775,000	-	-	775,000
<b>TOTAL EXPENDITURES</b>	<u>45,324,218</u>	<u>2,580,614</u>	<u>9,141,650</u>	<u>57,046,482</u>
<u>OTHER SOURCES/USES</u>				
7000 Transfers In	-	-	-	-
8000 Transfers Out	-	-	-	-
<b>Total Other Sources (Uses)</b>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
<b>Excess (Deficiency) of Revenues &amp; Other Resources Over Expenditures</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ (14,966)</b>	<b>\$ (14,966)</b>



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

**PROFESSIONAL SERVICES AGREEMENT  
FOR CONSTRUCTION MATERIALS ENGINEERING AND VERIFICATION TESTING SERVICES**

This Agreement is made and entered into by and between the **Marble Falls Independent School District** ("District"), an Independent School District and political subdivision of the State of Texas and **Raba Kistner, Inc.**, by and through its designated officer(s) pursuant to its by-laws or a resolution of its Board of Directors ("Consultant" or "Engineer"), both of which may be referred to herein collectively as the "Parties", to provide Construction Materials Engineering and Verification Testing Services ("CME&VT") Marble Falls ISD Parking and Drives Package 1A, 1B, and 2 Projects (the "Projects") for the District.

**IN CONSIDERATION** of the mutual covenants, terms, conditions, privileges and obligations herein contained, District and Consultant do hereby agree as follows:

**I. PERIOD OF SERVICE**

1.1 This Agreement shall take effect upon execution by both Parties and continue in full force and effect for the period required for completion of the duties as set forth in the Scope of Services. Performance shall commence upon issuance of a Notice to Proceed by the District's representative, and shall terminate upon substantial completion of Consultant's duties as set forth in the Scope of Services and upon written acceptance by the District of the work product or services rendered, unless extension or earlier termination shall occur pursuant to any of the provisions hereof.

1.2 If funding for the Projects is not appropriated at the time this Agreement is entered into, District retains the right to terminate this Agreement at the expiration of each of the District's budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

**II. SCOPE OF SERVICES**

2.1 The Engineer's role in connection with the provision of CME&VT services shall be to act as the District's independent CME&VT engineer. Engineer's work will consist of performance of required CME&VT services for each Project, including but not limited to collection of field and laboratory data, performance of engineering analyses of same, and preparation of a written report for the District for each Project, including but not limited to lab test data, description of the investigation, and recommendations, and all further CME&VT services, based upon Engineer's professional opinion, in the best interest of the District for its Projects. Testing will comply with the Project Construction Documents and shall be performed in conformance with the standards of care and quality practiced by engineering professionals experienced with CME&VT testing and engineering on projects similar to the Projects. Engineer will be required to complete all work on the Projects in a timely fashion consistent with the construction schedule, and agree to staff the Projects with sufficient necessary, qualified personnel to the Projects, in order not to delay or disrupt the progress of the Projects.

All work shall be performed in compliance with the applicable industry and professional standards and as specified in the Construction Documents and Specifications. At a minimum, Consultant shall provide accurate and appropriate information to the construction team and design team as testing progresses sufficient to facilitate accurate design and construction of the Projects. Consultant shall prepare all reports for each of the Projects in accordance with the industry standards and requirements or such other industry procedural standards required by the Project Plans and Specifications.

2.2 Consultant shall not commence work until Consultant has been thoroughly briefed by the District's representative on the scope of the Projects ("Scope Meeting"), and has been notified in writing by the District's representative to proceed. Consultant shall provide a final written summary of the Consultant's services required by each Project's scope. Should the scope of each Project subsequently change, either party may request a review of the anticipated services, with an appropriate adjustment in fees; however, such adjustment cannot substantially alter the original scope of this Agreement.

2.3 Consultant shall be represented by a professional engineer licensed to practice in the State of Texas or an Engineer-In-Training subject to the supervision of a professional engineer, at meetings of any official nature concerning the Project, including but not limited to Scope Meetings, Review Meetings and other meetings as may be required for the Project. All submittals shall carry the signature and seal; or, in the case of progress submittals or incomplete submittals, an appropriate disclaimer with the responsible professional engineer's name and license number and, adjacent thereto, the date of the submittal. All Services performed under this Agreement must be conducted in full conformance with the Texas Engineering Practice Act. Persons retained by Consultant to perform work pursuant to this Agreement shall be employees or subcontractors of Consultant.

2.4 Consultant shall complete all work on the Projects in compliance with this Agreement, in a timely fashion consistent with the construction schedule and agrees to staff the Project with sufficient necessary, qualified personnel to the Projects, in order not to delay or disrupt the progress of the Projects.

### **III. COORDINATION WITH THE DISTRICT**

3.1 Consultant shall hold periodic conferences with District's representative, so that the Projects, as developed, will have the full benefit of District's experience and knowledge of existing needs and facilities and be consistent with the District's current policies and standards. No more than two conferences shall be held, unless otherwise agreed to by the Parties. The District shall make available, for Consultant's use, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to existing facilities and to this Projects as may be requested by Consultant at no cost to Consultant, but does not warrant the accuracy of such documents.

3.2 The District's representative shall act on behalf of District with respect to the work performed under this Agreement, and shall have complete authority to transmit instructions, receive information, and interpret and define District's policies and decisions with respect to materials, equipment elements and systems pertinent to Consultant's services.

3.3 The District shall provide written notice to the Consultant of any errors or omissions discovered in the Consultant's services, or performance, or of any development that affects the scope or timing of Consultant's services.

3.4 Consultant shall complete all applications and furnish all required data compiled by Consultant for District's use in obtaining any permits or approvals from governmental authorities having jurisdiction over the Projects, as may be necessary for completion of the Projects. Consultant shall not be obligated to develop additional data, prepare extensive reports or appear at hearings in order to obtain said permits or approvals, unless compensated therefore as provided in Article IV, COMPENSATION.

### **IV. COMPENSATION**

4.1 For and in consideration of the services to be rendered by Consultant, District shall pay Consultant a fee and expenses as set forth in this Article IV, COMPENSATION. Nothing contained in this Agreement shall require District to pay for any unsatisfactory work, as determined by District's representative, or for work that is not in compliance with the terms of this Agreement. The District shall not be required to make any payments to Consultant at any time Consultant is in default under this Agreement.

4.2 Basis for Compensation and Invoicing. The fees and expenses for the Consultant's services for the Projects as set forth in this Agreement shall be set at the rates included at Exhibit A, attached hereto and fully incorporated herein.

Consultant will submit invoices, with supporting receipts and back-up for each line item on the invoices, monthly for work performed and completed which has not been included on previous invoices. Payment of invoices shall be due and payable upon not later than thirty (30) days after the District Superintendent's receipt of Consultant's invoice for services. Payment shall be remitted to 1800 Colt Circle, Marble Falls,

Texas 78654. Interest shall accrue on overdue balances in accordance with the provisions of the Texas Prompt Payment Act. Payments will be based upon the Schedule of Fees for Professional Services attached hereto as “**Exhibit A**” and incorporated herein by reference as if fully set forth herein. The scope and quantity of the services provided will be dependent upon services actually authorized and required by the District and performed by the Consultant. Charges will be assessed only for actual services rendered.

4.3 Additional Professional Services. Consultant may be required to perform the additional services in connection with this Agreement including, but not limited to, the following:

(a) Acting as an expert witness in any litigation with third parties, arising in connection with the Project, including the preparation of engineering data and reports and providing testimony as necessary.

(b) Services after the completion of the Construction Phase, such as inspections during any guarantee period and reporting observed discrepancies under guarantee called for in any contract for the Project.

4.4 Compensation for Additional Professional Services. Compensation for such additional services shall be subject to prior approval of the District and approval of the Board of Trustees if additional funds not provided for in the initial budget are required to cover such services. Should Consultant be directed in writing by District’s representative to perform these services, compensation shall be paid by District to Consultant as authorized in writing by District’s representative, based on one or more of the following:

- (1) Based upon the hourly rates set out in **Exhibit A**.
- (2) Lump sum per item of work - to be negotiated.
- (3) Lump sum - to be negotiated.

## **V. OWNERSHIP AND RETENTION OF DOCUMENTS AND ACCESS TO LAB RESULTS**

5.1 Upon completion or termination of the Project, or upon request by the District, all documents and information, in whatever form, given to, prepared or assembled by the Consultant in connection with its performance of its duties under this Agreement shall become the sole property of the District and shall be delivered at no cost to the District without restriction on future use. Documents and information covered by this paragraph shall include, but not be limited to, reports, test results, field notes and other data. The District shall have free and immediate access to all such information at all times during the term of this Agreement with the right to make and retain copies of documents, notes and data, whether or not the Project has been completed. Prior to surrender of the documents and information, Consultant may make copies of any and all documents for its files, at its sole cost and expense. Consultant shall not be liable for any unauthorized reuse or modification of its documents, reports or other work products.

5.2 At any time during the Project, upon reasonable notice and during normal business hours, the District shall have the right to unrestrained direct access laboratories and testing facilities used by Consultant for work performed by Consultant under this Agreement; and the District shall have the unrestricted right to obtain original or duplicate copies of reports and testing results directly from the lab or testing facility used by Consultant.

5.3 The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than twelve (12) years after final payment is made and all pending matters are closed. In addition, the Consultant shall maintain an acceptable cost accounting system during the term of this Agreement. The Consultant agrees to provide the District, or any of their duly authorized representatives, access to any books, documents, papers and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcriptions.

5.4 Consultant shall notify District, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that District will process and handle all such requests.

## VI. TERMINATION OF AGREEMENT

### 6.1 Termination Without Cause.

6.1.1 This Agreement may be terminated by District without cause, prior to District's representative giving Consultant written Notice to Proceed, should District's representative, in its sole discretion, determine that it is not in District's best interest to proceed with this Agreement. Such notice shall be provided in accordance with the notice provisions contained in this Agreement, and shall be effective immediately upon delivery to the Consultant.

6.1.2 This Agreement may be terminated by the District at any time after issuance of the District's representative's Notice to Proceed, either for the District's convenience or because of Consultant's failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the District.

6.1.3 If the termination is for the convenience of the District, and following inspection and acceptance of Consultant's services properly performed prior to the effective date of termination an equitable adjustment in the contract price shall be made. Consultant shall not, however, be entitled to lost or anticipated profit on unperformed services, should District choose to exercise its option to terminate, nor shall Consultant be entitled to compensation for any unnecessary or unapproved work performed during time between the issuance of the District's notice of termination and the actual termination date.

6.1.4 If the termination is due to Consultant's failure to fulfill its obligations, the District may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Consultant shall be liable to the District for any additional cost occasioned to the District thereby.

6.1.5 If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the District. In such event, an equitable adjustment in the contract price shall be made as provided in paragraph 6.1.3 of this clause.

6.1.6 The rights and remedies of the District provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

6.1.7 This Agreement may be terminated by the Consultant, at any time after issuance of the District's representative's Notice to Proceed, upon ninety (90) calendar days written notice provided in accordance with the Notice provisions contained in this Agreement.

6.2 Defaults With Opportunity for Cure. Should Consultant fail, as determined by the District's representative, to satisfactorily perform the duties set out in Article II. SCOPE OF SERVICES; or comply with any covenant herein required, such failure shall be considered an Event of Default. In such event, the District shall deliver written notice of said default, in accordance with the notice provisions contained in this Agreement, specifying the specific Events of Default and the action necessary to cure such defaults. Consultant shall have ten (10) calendar days after receipt of the written notice to cure such default. If Consultant fails to cure the default within such cure period, or take steps reasonably calculated to cure such default, District shall have the right, without further notice, to terminate this Contract in whole or in part as District deems appropriate, and to contract with another Consultant to complete the work required by this Agreement. District shall also have the right to offset the cost of said new agreement with a new Consultant against Consultant's future or unpaid invoice(s), subject to any statutory or legal duty, if any, on the part of District to mitigate its losses.

6.3 Termination for Cause. Upon the occurrence of one (1) or more of the following events, and following written notice to Consultant given in accordance with the notice provisions contained in this Agreement, DISTRICT may immediately terminate this Contract, in whole or in part, "for cause":

6.3.1 Consultant makes, directly or indirectly through its employees or representatives, any material misrepresentation or provides any materially misleading information to District in connection with this Agreement or its performance hereunder; or

6.3.2 Consultant violates or materially fails to perform any covenant, provision, obligation, term or condition of a material nature contained in this Agreement, except those events of default for which an opportunity to cure is provided herein; or

6.3.3 Consultant fails to cure, or initiate steps reasonably calculated to cure, a default as required by this Agreement, within the time period required for cure; or

6.3.4 Consultant violates any rule, regulation or law to which Consultant is bound or shall be bound under the terms of this Agreement; or

6.3.5 Consultant attempts the sale, transfer, pledge, conveyance or assignment of this Agreement contrary to the terms of this Agreement.

6.3.6 Consultant ceases to do business as a going concern; makes an assignment for the benefit of creditors; admits in writing its inability to pay debts as they become due; files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue) and such petition is not dismissed within forty-five (45) days of filing; or if a receiver, trustee or liquidator is appointed for it, or its joint venture entity, or any substantial part of Consultant's assets or properties.

6.4 Termination By Law. If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

6.5 Orderly Transfer Following Termination. Regardless of how this Agreement is terminated, Consultant shall effect an orderly transfer to District or to such person(s) or firm(s) as the District may designate, at no additional cost to District. Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant, or any of its subcontractors, pursuant to this Agreement. All completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced, or provided to Consultant, in connection with the services rendered by Consultant under this Agreement, regardless of storage medium, shall be transferred to District. Such record transfer shall be completed within thirty (30) calendar days of the termination date and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents.

6.6 Claims for Outstanding Fees. Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to District its claims, in detail, for the monies owed by District for services performed under this Agreement through the effective date of termination. **Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.**

6.7 Termination Not Sole Remedy. In no event shall District's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of District's remedies, nor shall such termination

limit, in any way, at law or at equity, District's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

## VII. SUSPENSION OF WORK UNDER AGREEMENT

7.1 Right of District to Suspend. District may suspend this Agreement for any reason, with or without cause, upon the issuance of written Notice of Suspension in accordance with the Notice provisions contained in this Agreement. Such suspension shall take effect upon the date specified in such notice; provided, however, such date shall not be earlier than the tenth (10th) day following receipt by Consultant of said notice. The Notice of Suspension will set out the reason(s) for the suspension and the anticipated duration of the suspension, but will in no way guarantee the total number of days of suspension.

7.2 Consultant's Right to Terminate in Event of Suspension of Agreement. In the event such suspension exceeds one hundred and twenty (120) calendar days, Consultant shall have the right to terminate this Agreement. Consultant may exercise this right to terminate by issuing a written Notice of Termination to the District, delivered in accordance with the Notice provisions contained in this Agreement after the expiration of one hundred and twenty (120) calendar days from the effective date of the suspension. Termination pursuant to this paragraph shall become effective immediately upon receipt of said written notice by District and such termination shall be subject to all the requirements set out in Paragraphs 6.5 and 6.6 above, related to the Orderly Transfer and Fee Payment.

### 7.3 Procedures Upon Receipt of Notice of Suspension.

7.3.1 Upon receipt of a notice of suspension and prior to the effective date of the suspension, Consultant shall, unless otherwise directed, immediately begin to phase-out and discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement.

7.3.2 Consultant shall prepare a statement showing in detail the services performed under this Agreement prior to the effective date of suspension.

7.3.3 Copies of all completed or partially completed studies, plans and other documents prepared under this Agreement prior to the effective date of suspension shall be prepared for possible delivery to the District but shall be retained by Consultant until such time as Consultant may exercise the right to terminate.

7.3.4 During the period of Suspension, Consultant shall have the option to at any time submit the above referenced statement to the District for payment of any unpaid portion of the prescribed fee for services which have actually been performed to the benefit of the District under this Agreement, adjusted for any previous payments of the fee in question.

7.3.5 In the event Consultant exercises its right to terminate this Agreement at any time after the effective Suspension date, Consultant shall submit, within forty-five (45) calendar days after receipt by District of Consultant's notice of termination (if he has not previously done so) the above referenced statement showing in detail the services performed under this Agreement prior to the effective date of suspension. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of District and constitute a waiver by Consultant of any and all right or claims to collect moneys that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.3.6 Upon the above conditions being met, the District's review of the submissions and finding the claimed compensation to be appropriate to the terms of this Agreement, the District shall pay Consultant that portion of the agreed prescribed fee for those as yet uncompensated services actually performed under this Agreement to the benefit of the District, adjusted for any previous payments of the fee in question.

## VIII. INSURANCE REQUIREMENTS

8.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish an original completed Certificate of Insurance to District's representative, which shall be clearly labeled with the Project name and which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon, containing all required information referenced or indicated thereon. The original certificate must have the agent's original signature, including the signer's company affiliation, title and phone number, and be mailed directly from the agent to District. District shall have no duty to pay or perform under this Agreement until such certificate shall have been delivered to District's representative, and no officer or employee shall have authority to waive this requirement.

8.2 The District reserves the right to review the insurance requirements of this Article during the effective period of this Contract and to modify insurance coverage and limits when deemed necessary and prudent by the District based upon changes in statutory law, court decisions, or circumstances surrounding this Contract, but in no instance will the District allow modification whereupon the District may incur increased risk.

8.3 Consultant's financial integrity is of interest to District, therefore, subject to Consultant's right to maintain reasonable deductibles in such amounts as are approved by District, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant's sole expense, insurance coverage written on an occurrence basis, except for professional liability, by companies authorized, approved or admitted to do business in the State of Texas and rated A- or better by A.M. Best Company and/or otherwise acceptable to District, in the following types and amounts:

<u>Worker's Compensation:</u> (Including Waiver of Subrogation Endorsement)	All liability arising out of Consultant's employment of workers and anyone for whom Consultant shall be liable for Worker's Compensation claims. Worker's Compensation is required and no "alternative" form of insurance shall be permitted.
<u>Employer's Liability:</u>	\$1,000,000.00
<u>Commercial General Liability:</u>	
Occurrence	\$1,000,000.00
Aggregate	\$2,000,000.00
Personal Injury	\$1,000,000.00 each person
<u>Automobile Liability:</u>	\$1,000,000.00 combined single limit
<u>Professional Liability:</u>	\$1,000,000.00 per claim to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, malpractice, error or omission in professional services. If written on a claims made basis, Consultant shall provide coverage for an additional 25 months after the completion date of the contract.
<u>Umbrella/Excess:</u>	\$2,000,000.00

8.4 The General Liability and Automobile issued in the name of Consultant shall also name the District as an 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 Consultant 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.

8.5 Workers' compensation and employers' liability policy will provide a waiver of subrogation in favor of District.

8.6 The District shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto as they apply to the limits required by the District, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to District at the address provided in this Agreement for Notice, within ten (10) days of the requested change. Consultant shall pay any costs incurred as a result of said changes.

8.7 When there is a cancellation, non-renewal or material change in coverage which is not made pursuant to a request by District, Consultant shall notify District of such and shall give such notices not less than thirty (30) days prior to the change, if Consultant knows of said change in advance, or ten (10) days notice after the change, if the Consultant did not know of the change in advance. In the event of cancellation or non-renewal, such notice must be accompanied by a replacement Certificate of Insurance. All notices under this Article shall be given to District at the address provided in the Notice section of this Contract.

8.7 If Consultant fails to maintain the aforementioned insurance, or fails to secure and maintain the aforementioned endorsements, District may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement; however, procuring of said insurance by District is an alternative to other remedies District may have, and is not the exclusive remedy for failure of Consultant to maintain said insurance or secure such endorsement. In addition to any other remedies District may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, District shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof. A stop work order given to Consultant by District in accordance with this Article shall not constitute a Suspension of Work under this Agreement.

8.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

8.9 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

8.10 It is agreed that Consultant's insurance shall be deemed primary with respect to any insurance or self insurance carried by District for liability arising out of operations under this Agreement.

## **IX. INDEMNIFICATION**

9.1 Consultant (for purposes of this Section referred to as Licensed Engineer) whose work product is the subject of this contract for engineering services and other related professional services, agrees to

INDEMNIFY AND HOLD DISTRICT, ITS OFFICERS AND EMPLOYEES, HARMLESS against any and all claims, lawsuits, judgments, costs, liens, losses, expenses, fees (including reasonable attorney's fees and costs of defense), proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury (including death), property damage, or other harm for which recovery of damages is sought that may **ARISE OUT OF OR BE OCCASIONED OR CAUSED BY LICENSED ENGINEER'S NEGLIGENT ACT, ERROR, OR OMISSION OF LICENSED ENGINEER, ANY AGENT, OFFICER, REPRESENTATIVE, EMPLOYEE, CONSULTANT OR SUBCONSULTANT OF LICENSED ENGINEER** while in the exercise of performance of the rights or duties under this Agreement.

9.2 The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of District, its trustees, officers or employees, in instances where such negligence causes personal injury, death, or property damage. **IN THE EVENT LICENSED ENGINEER AND DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

9.3 Engineer shall promptly advise the District, in writing, of any claim or demand against the District or Engineer known to Engineer related to or arising out of Licensed Engineer activities under this contract.

9.4 The provisions of this section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or other wise, to any other person or entity.

#### **X. ENGINEER'S LIABILITY AND STANDARD OF CARE**

10.1 Services provided by Consultant under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Acceptance of reports or other documents by District shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or subcontractors for the accuracy and competency of their testing, reports, assessments or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by District for any defect or error in testing, reports, or assessments and work performed by Consultant, its employees, subcontractors, and agents.

#### **XI. CONSULTANT'S WARRANTY UNDER THE PROFESSIONAL SERVICES PROCUREMENT ACT**

11.1 Consultant warrants that it has not employed or retained any company or person other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not, for the purpose of soliciting or securing this Agreement, paid, compensated, or agreed to pay or compensate, any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, for any other consideration contingent upon or resulting from the award or making of this Agreement. For breach of the foregoing warranty, the District shall have the right to terminate the Agreement under the provisions of this Agreement. However, breach of the warranty required in this provision constitutes fraud by operation of law; therefore, any Consultant found in breach of such warranty, by a final judgment of a Court of Competent Jurisdiction, shall take no compensation under this Agreement for any services rendered and such forfeiture shall not bar the District from pursuit and collection of any and all other damages, at law and in equity, to which it may be justly entitled. This Agreement is entered into under competency requirements of the Texas Professional Services Procurement Act governing District employment of engineering and other professionals. Accordingly, Consultant further pledges and warrants its best and most competent professional efforts to secure to the District the benefits of the agreement.

## XII. ASSIGNMENT OF RIGHTS OR DUTIES

12.1 By entering into this Agreement, District has approved the use of subcontractors, if any, identified in Consultant's submission. No further approval shall be needed for Consultant to use such subcontractors as are identified in Consultant's submission.

12.2 Except as otherwise required herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the prior written consent of District. Engineering services required by law to be performed by a licensed engineer, or services which, by law, require the supervision and approval of a licensed engineer, may only be subcontracted upon the prior written approval of the District. Any other services to be performed under this Agreement may be subcontracted upon the written approval of District's representative. As a condition of consent, if same is given, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor consultant, assignee, transferee or subcontractor. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by District in accordance with this Article.

12.3 Any attempt to assign, transfer, pledge, convey or otherwise dispose of any part of, or all of its right, title, interest or duties to or under this Agreement, without said written approval, shall be void, and shall confer no rights upon any third person. Should Consultant assign, transfer, convey or otherwise dispose of any part of, or all of its right, title or interest or duties to or under this Agreement, District may, at its option, terminate this Agreement as provided herein, and all rights, titles and interest of Consultant shall thereupon cease and terminate, notwithstanding any other remedy available to District under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to District, which District sustains as a result of such violation.

12.4 Consultant agrees to notify District's representative of any changes in ownership interest greater than thirty percent (30%), or control of its business entity not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to District under this Agreement, any such change of ownership interest or control of its business entity may be grounds for termination of this Agreement in accordance with Article IV, TERMINATION.

## XIII. INDEPENDENT CONTRACTOR

13.1 Consultant covenants and agrees that (s)he is an independent contractor and not an officer, agent, servant, or employee of District; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors; that the doctrine of *respondeat superior* shall not apply as between District and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint enterprise between District and Consultant.

## XIV. NOTICES

14.1 Unless otherwise expressly provided elsewhere in this Agreement, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or on receipt after mailing the same by certified mail, return receipt request with proper postage prepaid, or three (3) days after mailing the same by first class U.S. mail, postage prepaid (in accordance with the "Mailbox Rule"), or when sent by a national commercial courier service such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier.

**If intended for District, to:**

Marble Falls Independent School District  
Attention: Superintendent of Schools  
1800 Colt Circle  
Marble Falls, Texas 78654

**If intended for Consultant, to:**

Raba Kistner, Inc.  
Attention: Gabriel Ornelas, Jr., P.E., PMP  
8100 Cameron Road, Suite B-150  
Austin, Texas 78754

**XV. WORK ON SCHOOL DISTRICT PREMISES**

15.1 To the extent that the Work may, of necessity, be performed in connection with an educational facility which is currently occupied and in use, it is imperative that Consultant's operations and the performance of the Work not interfere with, interrupt, disturb, or disrupt District's normal operations or facilities. Consultant agrees to and shall comply with all rules, regulations and requirements of the District 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 District. Contractor shall exercise the utmost skill and judgment to ensure that testing activities will not interfere with the use, occupancy and quiet enjoyment of facilities in use on the site. Consultant recognizes that the ongoing District activities in proximity with its 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 Consultant. Consultant understands and accepts the difficulties and the cost associated with working in an existing facility and the potential delays and disruptions in its Work, and has considered such constraints in the negotiation of this Agreement.

15.2 The Consultant shall be responsible for the actions of Consultant's agents, employees and all sub-consultants working under it. The Contractor agrees that if the Project Site is a public school campus, it shall prohibit the possession or use of alcohol, controlled substances, tobacco, and any prohibited weapons on the Project Site and shall require adequate dress of the Consultant's forces consistent with the nature of the work being performed. Sexual harassment of employees of the Consultant, or employees or students of the District by employees of the Consultant is strictly forbidden. Any employee of the Consultant who is found to have engaged in such conduct shall be subject to appropriate disciplinary action by the Consultant, including removal from the job site.

15.3 The Consultant agrees, that prior to commencement of work, it will obtain all required national criminal history record information ("CHRI"), pursuant to Texas Education Code section 22.0834 and Texas Government Code 411.082(a), on all employees, subcontractors of every tier ("Subcontractor"), Subcontractor's employees, independent contractors, applicants, agents, or consultants, if the person has or will have continuing duties related to the Work, and the duties are or will be performed on District's property or at another location and said person will or may have direct contact with students ("Covered Employee"). Consultant shall assume all expenses for obtaining CHRI. Any Covered Employee that has been convicted of one of the following offenses, if at the time of the offence the victim was under eighteen (18) or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state ("Disqualifying Criminal History") shall be disqualified and prohibited from performing any contract duties or services. Consultant shall certify to the District in writing that it has complied with this section and that none of its Covered Employees have a Disqualifying Criminal History on the form attached as Exhibit B. Consultant agrees that if it receives information that a Covered Employee is arrested or convicted for any of the Disqualifying Criminal History offenses, during the performance of the Work, Consultant will immediately remove the Covered Employee from District's property or other location where students are regularly present, and notify the District of said removal within three (3) days of doing so. Consultant understands that any failure to comply with the requirements of this section may be grounds for termination of this Agreement. Instructions for complying with CHRI requirements are attached as Exhibit C.

## **XVI. UTILITIES**

16.1 Consultant shall utilize a utility locating service for public utilities. District shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

## **XVII. CONTRACT CONSTRUCTION**

17.1 All parties have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this Agreement.

## **XVIII. FAMILIARITY WITH LAW AND CONTRACT TERMS**

18.1 Consultant represents that, prior to signing this Agreement; Consultant has become thoroughly acquainted with all matters relating to the performance of this Agreement, all applicable laws, and all of the terms and conditions of this Agreement.

## **XIX. APPLICABLE LAW AND VENUE**

19.1 This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

19.2 The obligations of the parties to this Agreement shall be performable in Marble Falls, Burnet County, Texas, and if legal action, such as civil litigation, is necessary in connection therewith, exclusive venue shall lie in Burnet County, Texas.

## **XX. SEVERABILITY**

20.1 In the event any one or more paragraphs or portions of this Agreement are held invalid or unenforceable, such shall not affect, impair or invalidate the remaining portions of this Agreement, but such shall be confined to the specific section, sentences, clauses or portions of this Agreement held invalid or unenforceable.

## **XXI. FORCE MAJEURE**

21.1 In the event that performance by either party of any of its' obligations or undertakings hereunder shall be interrupted or delayed by any occurrence and not occasioned by the conduct of either party hereto, whether such occurrence be an act of God or the common enemy or the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not party or privy hereto, then such party shall be excused from performance for a period of time as is reasonably necessary after such occurrence to remedy the effects thereof, and each party shall bear the cost of any expense it may incur due to the occurrence.

## **XXII. SUCCESSORS**

22.1 This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assigns.

### **XXIII. NON-WAIVER OF PERFORMANCE**

23.1 A waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the party to be charged.

23.2 No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

### **XXIV. NO THIRD PARTY BENEFICIARIES AND IMMUNITY**

24.1 For purposes of this Agreement, including its intended operation and effect, the Parties specifically agree and contract that: (1) this Agreement only affects matters/disputes between the Parties to this Agreement, and is in no way intended by the Parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with District or Consultant or both, or that such third parties may benefit incidentally by this Agreement; and (2) the terms of this Agreement are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either District or Consultant. Nothing in this Agreement shall be deemed to relinquish, waive, modify or amend any immunity or legal defense available at law or in equity. No provision of this Agreement is consent to suit.

### **XXV. LEGAL AUTHORITY**

25.1 The signer of this Agreement for District and Consultant each represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of District and Consultant respectively, and to bind District and Consultant to all of the terms, conditions, provisions and obligations herein contained.

### **XXVI. CHAPTER 2270**

26.1 Pursuant to Texas Government Code Chapter 2270, if this contract is valued at \$100,000 or more and if Engineer has at least ten (10) full time employees, then Engineer represents and warrants to the District that the Engineer 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 District will not seek enforcement of this clause until further order of this or higher court having jurisdiction over the issue.

### **XXVII. ENTIRE AGREEMENT**

27.1 This Agreement, together with its Exhibits embodies the complete Agreement of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written consent of the parties.

27.2 It is understood and agreed by the Parties hereto that changes in local, state or federal rules, regulations or laws applicable hereto may occur during the term of this Agreement and that any such changes shall be automatically incorporated into this Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

EXECUTED ON THIS, THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

**MARBLE FALLS INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_  
Chris Allen, Superintendent of Schools

**RABA KISTNER, INC.**

By: \_\_\_\_\_  
Gabriel Ornelas, Jr., P.E., PMP, Senior Vice-President

Federal Tax ID # \_\_\_\_\_

**EXHIBIT A**  
**SCHEDULE OF FEES FOR PROFESSIONAL SERVICES**

MARBLE FALLS INDEPENDENT SCHOOL DISTRICT CONTRACT RATES 2019-2020  
RABA KISTNER CONSULTANTS, INC.

TITLE	Hourly Rate
Principal	\$225.00
Senior Engineer/Consultant	\$220.00
Project Manager	\$195.00
Project Engineer	\$185.00
Engineer	\$115.00
Engineer in Training	\$95.00
Geotechnical Technician	\$70.00
Certified Welding Inspector	\$110.00
Architect Manager	\$165.00
Roofing Specialist	\$215.00
Roofing Inspector	\$115.00
Architect	\$125.00
CADD Operator	\$90.00
Clerical	\$75.00
Geologist	\$140.00
Environmental Scientist	\$120.00
Lead Technician	\$55.00
CMT Technician	\$48.00
Archaeologist	\$125.00
GIS	\$105.00
Project Coordinator	\$70.00

**DIRECT EXPENSES**

"With Prior Written Approval and Issuance of a Purchase Order"

Daily Truck Charge	\$70/Trip (Based on 120 Mile Round Trip Billed at Current Texas Mileage Rates)
Field Expenses	cost + 10%
Outside Consulting Services	cost + 10%

R A B A K I S T N E R

**RABA KISTNER CONSULTANTS, INC.**  
**TEXAS STATE UNIVERSITY CONTRACT UNIT RATES -2019**  
**GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING**  
**RABA KISTNER CONSULTANTS, INC.**

**ASPHALTIC CONCRETE**

<b><u>REFERENCE</u></b>	<b><u>FIELD SERVICES</u></b>	
ASTM D 75	Sampling Raw Materials of Composite Mix	
	Technician Time (Regular Time)	\$48.00 /hr
	Technician Time (Overtime)	\$68.00 /hr
Asphalt Institute Manual	Asphaltic Plant Observation - To Verify Aggregate Size and Quality, Batch Weights and Temperature	
	Technician Time	\$48.00 /hr
Asphalt Institute Manual	Asphaltic Site Observation - To Observe Preparation, Laydown Operations, Asphaltic Concrete Temperatures, Mat Thickness and Mat Density Determination	
	Technician Time	\$48.00 /hr
ASTM D 2950	Nuclear Density Gauge	\$25.00 /day
	Nuclear Density Test	\$18.00 /ea

<b><u>REFERENCE</u></b>	<b><u>LABORATORY SERVICES</u></b>	
ASTM D 2172 TxDOT, TEX-210-F	Extraction Test, Bitumen Content and Aggregate Sieve Analysis of Asphaltic Concrete	\$241.00 /ea
ASTM D 2172 TxDOT, TEX-210-F	Extraction Test Bitumen Content Only	\$213.00 /ea
	Extraction Test , Bitumen Content Only	\$148.00 /ea
	Asphaltic Concrete Extraction; Bitumen Content and Aggregates; Sieve Analysis of Asphaltic Concrete; Molding Specimens (Hveem or Marshall); Laboratory Density (Molded Specimen); Stability Test (Hveem); and Maximum Theoretical Specific Gravity (Rice Gravity)	\$516.00 /set
Hveem, TxDOT, TEX-206-F; Marshall ASTM D 1559	Molding Specimens	
	Hveem or Marshall	\$68.00 /set
	Superpave (2 per set)	\$140.00 /set
TxDOT, TEX-207-F ASTM D 2726	Laboratory Density Test	\$68.00 /set
	a) Molded Specimen	\$68.00 /set
	b) Asphalt Core	\$58.00 /set
	c) Superpave (2 per set)	\$81.00 /set

R A B A K I S T N E R

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RABA KISTNER CONSULTANTS, INC.

**ASPHALT CONCRETE (Continued)**

<b><u>REFERENCE</u></b>	<b><u>LABORATORY SERVICES</u></b>	
Hveem,	Stability Test	
TxDOT, TEX-208-F;	Marshall	\$66.00 /set
Marshall,	Hveem	\$82.00 /set
ASTM D 1559		

**BLAST MONITORING**

<b><u>REFERENCE</u></b>	<b><u>FIELD SERVICES</u></b>	
USBM	The Following Rates Include Travel Time Charges and Technician Time Charges	
	Hourly Rate	\$70.00 /hr
	If Frequency Analysis is Required, R-K needs to be Notified at Least 3-Days in Advance of Blast Monitoring	
	Seismic Equipment Rental (Minimum of 1 per Month)	at cost
	Technician Time	\$70.00 /hr
	Computer Review of Blast Records for Frequency Analysis	\$47.00 /record
	This method is preferable in most circumstances but especially where litigation against Blaster is Anticipated.	
	Additional information on request.	

R A B A K I S T N E R

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RABA KISTNER CONSULTANTS, INC.

**BUILT-UP ROOFING**

**REFERENCE**

**FIELD SERVICES**

Observation by Materials Technician during Installation Including Verification of Materials, Asphalt Application Rates, Proper Lapping of Felt Material, Proper Insulation and Quantity of Aggregate

\$67.00 /hr

**REFERENCE**

**LABORATORY SERVICES**

Sample Testing and Analysis Including Determining Number of Felt Paper Plies, Weight of Interply Layers of Bituminous Material, Weight of Flood Coat and Weight of Aggregate Surface Materials, and Photographs of Each Item (Sampling by Others)

ASTM D 3617

a) New Roof Prior to Application of Flood Coat and Aggregate Surfacing

\$484.00 /sample

ASTM D 2826

b) Existing Roofs

\$549.00 /sample

**ROOF SURVEYS**

Nuclear Gauge In-Place Moisture Measurements at 10ft. Centers

\$67.00 /hr

Moisture Plume Identification

\$67.00 /hr

Roof Layout with Moisture Readings

\$67.00 /hr

RABA KISTNER CONSULTANTS, INC.

**CEMENT TREATED BASE**

<b><u>REFERENCE</u></b>	<b><u>FIELD SERVICES</u></b>	
PCA	Sampling Raw Materials for Mix Verification Technician Time	\$48.00 /hr
	Sampling Contractor Processed Material Technician Time	\$48.00 /hr
<b><u>REFERENCE</u></b>	<b><u>LABORATORY SERVICES</u></b>	
PCA	Molding Controlled Processed Material	\$78.00 /ea
PCA	Unconfined Compressive Strength Testing	\$35.00 /ea
ASTM D 559	Durability (2 Specimens per Set) ( Percent Loss in 12 Cycles)	
ASTM D 560	Wet Dry / Freeze Thaw	\$661.00 /set
	<b><u>MIX Design</u></b>	
PCA; TxDOT, TEX-120-E; ASTM D 568	Mix Design - Cement Treated Base (Does Not Include) Durability)	\$1,316.00 /ea

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**CONCRETE**

**REFERENCE**

**FIELD SERVICES**

ASTM C 31; ASTM C 172; ASTM C 143	Sampling Concrete to Conduct Slump Test, Measure Concrete Temperature, Cast Test Specimen and Transport Test Specimen to Laboratory Next Day Technician Time Pick-Up of Test Specimen Standby Time Technician Overtime	\$48.00 /hr \$48.00 /hr \$48.00 /hr \$68.00 /hr
ASTM C 39; ASTM C 617	Cylinder Compressive Strength Testing and Reporting (In Conjunction with Sampling) a) 6x12 or 4x8 - Normal Weight or Lightweight Structural (Minimum of 4) b) 3x6 - Lightweight Insulating Cellular (Minimum of 6 - Includes Two Dry Densities) c) "Hold" Cylinder (Additional Charge) d) "Strip" Cylinder (Additional Charge) e) Compressive Strength - 2x2 Cubes f) Dry Density - Concrete Cylinder	\$19.00 /ea \$13.00 /ea \$13.00 /ea \$15.00 /ea \$27.00 /ea \$50.00 /ea
ASTM C 78	Flexural Strength Testing and Reporting (In Conjunction with Sampling Beams)	\$55.00 /ea
ASTM C 231 ASTM C 173 AASHTO T 199	Air Content a) Pressure b) Volumetric c) Chase	\$37.00 /ea \$43.00 /ea \$19.00 /ea
ASTM C 138	Unit Weight	\$33.00 /ea
ASTM C 143	Additional Slump Test	\$27.00 /ea
ACI 311; ACI 304	Concrete Plant Observation - To Observe and Record Aggregate Types, Batch Weights, Concrete Consistency and Mixing Time Technician Time	\$55.00 /hr
ACI 311; ACI 304	Concrete Site Observation - To Record the Consistency of Concrete, Verify and Adjust Slump within Project Specifications and Sample for Test Specimens Technician Time	\$55.00 /hr

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**CONCRETE MASONRY UNITS**

<b><u>REFERENCE</u></b>	<b><u>LABORATORY SERVICES</u></b>	
ASTM C 140	Compressive Strength Test	
	Compressive Strength Test	\$74.00 /ea
	Absorption Test	\$50.00 /ea
ASTM C 426	Drying Shrinkage of Concrete Block	\$524.00 /pair

**CORING**

<b><u>REFERENCE</u></b>	<b><u>FIELD SERVICES</u></b>	
ASTM C 42;	Technician Time and Equipment	
ACI 318	a) One Man	\$55.00 /hr
	b) Two Men	\$106.00 /hr
	c) Reinforcing Steel Detector	\$32.00 /day
	d) Coring	\$103.00 /day
	e) Generator	\$107.00 /day
	Bit Wear	
	a) Limestone Aggregate	\$6.24 /in.
	b) Quartz Aggregate (River Gravel)	\$8.32 /in.

<b><u>REFERENCE</u></b>	<b><u>LABORATORY SERVICES</u></b>	
ASTM C 42	Sawed Ends for Compressive Strength Test	
	a) Limestone Aggregate	\$2.08 /sawed end
ASTM C 39;	Compressive Strength of Concrete Core Includes	
ASTM C 42;	Measurements, Capping and Testing	\$28.00 /ea
ASTM C 174;		
ASTM C 617	Report Photographs	at cost
	Laboratory Air-Dried Unit Weight	\$19.00 /ea

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RABA KISTNER CONSULTANTS, INC.

**DRILLED-AND-UNDERREAMED-PIERS**

**REFERENCE**

**FIELD SERVICES**

	This Service is provided to Observe and/or Record the Following Items:	
ACI 336.1	a) Specification Dimensions of Shaft and Bell b) Identification of Foundation Bearing Stratum c) Cleanliness of the Pier Excavation Bottom d) Size, Grade, Length, Concrete Cover and Orientation of Reinforcing Steel e) Consistency of Concrete Placed in the Pier	
	Technician Time	
	a) Hourly	\$55.00 /hr
	b) Overtime	\$77.00 /hr
	Cylinder Cast In Conjunction with Observation	\$19.00 /ea

**PRECAST CONCRETE PLANT OBSERVATION**

**REFERENCE**

**FIELD SERVICES**

PCI MNL-117	Plant Observation - To Verify Compliance with the Project Specifications and Fabrication Drawings to Maintain Consistent Workmanship	
	Technician Time	\$55.00 /hr
	Cylinder	\$19.00 /ea
	Job-Site Erection Observation	
	Technician Time	\$55.00 /hr

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**SOILS**

**REFERENCE**

**FIELD SERVICES**

ASTM D 75	Sampling Subgrade, Fill or Base	
	Technician Time (Regular Time)	\$48.00
	Technician Time (Overtime)	\$68.00
	In-Place Moisture-Density Test	
	Technician Time	\$48.00 /hr
ASTM D 6938	Nuclear Density	\$18.00 /ea
ASTM D 2167;	Volumetric Density (Sand Cone)	\$81.00 /ea
ASTM D 1555		
	Fill and Embankment Observation - Testing for Compliance with the Project Specifications to Verify Proper Moisture and Compaction Conditions in Order to Produce a Quality Fill and Uniform Workmanship (Time, Test and Mileage)	
	Technician Time (Hourly Rate)	\$48.00 /hr
	Proof Rolling Observation	\$48.00 /hr
ASTM D 2922	Nuclear Density Test with Observation	\$18.00 /hr

**REFERENCE**

**LABORATORY SERVICES**

ASTM D 2216; TxDOT, TEX-103-E	Moisture Content	\$15.00 /ea
	Atterberg Limits	
ASTM D 4318	a) ASTM or TxDOT (TEX-104, TEX-105-E, TEX-106-E)	\$94.00 /ea
	Shrinkage Limit in Conjunction with Atterberg Limits	
ASTM D 4943	a) Volumetric	\$114.00 /ea
TxDOT, TEX-107-E	b) Linear	\$114.00 /ea
ASTM D 422	Sieve Analysis	
TxDOT, TEX-101-E	a) Washed through No. 40 (up to 5 Sieves)	\$63.00 /ea
TxDOT, TEX-110-E	b) Washed through No. 200 (up to 4 Sieves)	\$63.00 /ea
	c) Additional Sieves	\$15.00 /ea
ASTM D 1140	Amount Finer Than No. 200 Sieve	\$63.00 /ea
	Moisture-Density Relationship	
	Preparation Time	\$58.00
ASTM D 698;	ASTM	\$280.00 /ea
ASTM D 1557		

R A B A K I S T N E R

8

RABA KISTNER CONSULTANTS, INC.

SOILS (Continued)

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	
AASHTO T 99; AASHTO T 180	AASHTO	\$280.00 /ea
TXDOT, TEX-113-E; TXDOT, TEX-114-E	TXDOT	\$280.00 /ea

R A B A K I S T N E R

9

RABA KISTNER CONSULTANTS, INC.

STEEL

REFERENCE

FIELD SERVICES

AISC	Observation - Fabrication Shop or Field Erection	
	Certified Welding Inspector (Regular Time)	\$110.00 /hr
	Certified Welding Inspector (Overtime)	\$154.00 /hr
	Technician Time	\$85.00 /hr
AWS D1.1	Weldment Observation	
	Certified Welding Inspector	\$110.00 /hr
	Technician Time/Certified Associate Welding Inspector	\$85.00 /hr
AISC	Bolt Torque Testing	
	Technician Time	\$85.00 /hr
	<u>Reinforcing Steel</u>	
CRSI; ASTM A 615	Sampling for Subsequent Lab Testing	
	Technician Time	\$48.00 /hr
CRSI, ACI 318	Placement and Cross-Section Observation	
	Technician Time	\$55.00 /hr
	<u>Pre-Tensioning Strands/Post-Tensioning Tendon</u>	
PTI; ACI 318	Placement and Stressing Observation	
	Technician Time	\$55.00 /hr
	<u>Welders Test</u>	
AWS D1.1; ASME Sec. IX	Witness Qualification Welding	\$110.00 /hr
	Qualification Welding Coupons	
	a) 3/8-in. Coupon	
	b) 1-in. Coupon	
AWS D1.1	Guided Bend Test	
	Bend Test	\$30.00 /ea
	Set-Up Charge, Per Day	\$59.00 /day
AWS D1.1	Tensile Test (Test and Set-Up)	
	Tensile Test	at cost
	Coupon Preparation and Machining Services	at cost
	Welder Qualification Position	\$97.00 /ea
	Radiographic Examination of Coupon	\$147.00 /ea

RABA KISTNER

10

RABA KISTNER CONSULTANTS, INC.

**STEEL (Continued)**

<u>REFERENCE</u>	<u>LABORATORY SERVICES</u>	
ASTM A 370	Tension Test	
	a) Reinforcing Steel with Elongation	\$42.00 /ea
	b) Reduced Section Preparation	
	c) Set-Up Charge, Per Day	\$59.00 /day

**EXHIBIT B**  
**CONSULTANT CRIMINAL BACKGROUND CERTIFICATION**

**Introduction:** Texas Education Code Chapter 22 requires entities that contract with school districts (“Consultant”) to obtain criminal history record information (“CHRI”) on Covered Employees. Covered Employees with Disqualifying Criminal Histories are prohibited from serving at a school district. Consultant must certify to the District that they have complied and must obtain similar information from subcontractors of every tier.

For more information or to set up an account, see Exhibit C.

**Definitions:**

**Covered Employees:** All employees of a consultant, contractor or a subcontractor of any tier and individuals who are independent contractors and who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes continuing duties and direct contact with students.

**Disqualifying Criminal History:** One of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense to (a) or (b) under federal law or the laws of another state.

**CONSULTANT CERTIFICATION**

On behalf of \_\_\_\_\_ (“Consultant”), I certify that  
[check one]:

None of Consultant’s employees are Covered Employees, as defined above.

Or

Some or all of Consultant’s employees are Covered Employees. If this box is selected, I further certify that:

(1) Consultant has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its Covered Employees. None of the Covered Employees has a Disqualifying Criminal History.

(2) If Consultant receives information that a Covered Employee has a Disqualifying Criminal History, Consultant will immediately remove the Covered Employee from contract duties and notify the District in writing within three (3) business days.

(3) Upon request, Consultant will provide the District with the name and other requested information of covered employees so that the District may obtain criminal history record information on the Covered Employees. If the District objects to the assignment of a Covered Employee on the basis of the Covered Employee’s criminal history record information, Consultant agrees to discontinue using that Covered Employee to provide services at the District.

I also certify to the District on behalf of Consultant that Consultant has obtained certifications from its subcontractors of compliance with Education Code Chapter 22.

Noncompliance by Consultant with this certification may be grounds for contract termination.

Consultant Name: \_\_\_\_\_

Submitter’s Name: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

Address: \_\_\_\_\_

City, State and Zip Code: \_\_\_\_\_

Submitter’s Signature: \_\_\_\_\_ Date: \_\_\_\_\_

All related costs including background checks/fingerprinting shall be at the Consultant’s expense.

**EXHIBIT C**  
**INSTRUCTIONS TO SCHOOL DISTRICT CONTRACTORS**  
**REGARDING CRIMINAL HISTORY BACKGROUND SEARCHES**  
**UNDER TEXAS EDUCATION CODE SECTION 22.0834**

Texas Education Code section 22.0824 requires school district contractors (“Contractor”) to obtain state and national criminal history record information on their employees and employees of subcontractors who will have direct contact with students, and to receive those results through the DPS criminal history clearinghouse (Fingerprint-based Applicant Clearinghouse of Texas – FACT). In order for contractors to receive the information through FACT, they must first establish an account with the DPS for FACT clearinghouse access. The Contractor owner must sign a user agreement with the DPS. To obtain the user agreement and more information, Contractor must contact:

Access and Dissemination Bureau  
Texas Department of Public Safety  
Crime Records Service  
P. O. Box 149322  
Austin, Texas 78714-9322

Email: [FACT@txdps.state.tx.us](mailto:FACT@txdps.state.tx.us)  
Phone: (512) 424-2365

For fastest service, please email or call. State in the message that the Contractor is a school district contractor and needs to have an account established for DPS FACT clearinghouse access. Please include:

Contractor Name  
Contractor Address  
Contractor Phone  
Name of Contractor point of contact  
Phone of Contractor point of contact  
Contractor email to be used for notification of FACT records and messages

The information in the DPS FACT Clearinghouse is confidential, and access must be restricted to the least number of persons needed to review the records. The account must include at least one designated supervisor to make necessary changes and to monitor the site’s security and the access to the criminal history data retrieved. Additional users must be limited to those who need to request, retrieve, or evaluate data regarding the individual applicants.

**PLEASE NOTE:** After the Contractor signs the DPS User Agreement for FACT, DPS will provide the Contractor with a revised ***FAST Fingerprint Pass*** that Contractor will have to provide to its employees and applicants. Contractor’s employees and applicants will use that ***FAST Fingerprint Pass*** when scheduling their FAST fingerprinting.



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

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

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

MARBLE FALLS ISD  
EXTRACURRICULAR CODE OF  
CONDUCT

**2019- 2020**



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

# MARBLE FALLS ISD EXTRACURRICULAR CODE OF CONDUCT

## Extracurricular Activities

Student participation in extracurricular activities is encouraged. Marble Falls ISD makes extracurricular activities available as an extension of the regular school program, with one important difference: participation in the regular curriculum is a right afforded to each student, while participation in the extracurricular program is a privilege that carries additional expectations for acceptable conduct. Because participation in extracurricular activities is a privilege and not a right, Marble Falls ISD is authorized to set higher standards for participants of extracurricular activities than it would for students who choose not to participate in extracurricular activities. Therefore, the Extracurricular Code of Conduct extends beyond the Marble Falls ISD Student Code of Conduct not only in types of behavior prohibited but also in corresponding consequences and jurisdiction for imposing discipline.

### I. JURISDICTION

The Extracurricular Code of Conduct will be enforced with all students grades 7-12 participating in extracurricular activities:

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

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

The MFISD Board of Trustees has authorized the creation and distribution of this Code in

MFISD Board Policy FO (LOCAL), which states:

*With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.*

*A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.*

*Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.*

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

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

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

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

## **II. CONDUCT EXPECTATIONS**

The District retains discretion to address student expectations for conduct even though the conduct may not be specifically included below. Participants in extracurricular activities are representatives of the School District, and must conduct themselves in a manner that reflects positively on the School District at all times.

Specifically, they must:

- comply with the rules of the district as stated in the Student Handbook, Code of Conduct, and School Board Polices;
- be aware that students cannot participate in a scheduled event until an ISS/OSS placement is complete;
- all students will participate in mandatory drug testing (additional information on page 14);
- comply with directives. Insubordination and disrespect to coaches/sponsors may result in suspension from the team/organization;
- be responsible for use of all equipment and its return to the school in the best possible condition;
- meet and maintain eligibility criteria as mandated by the U.I.L. and/or club or organization bylaws.
- remove themselves from situations where prohibited activities are occurring. Students in attendance at an event/party which includes prohibited activities may be found in violation if they knowingly remain at a location/event where prohibited activities are occurring.

## PROHIBITED CONDUCT

Marble Falls ISD students participating in extracurricular activities are prohibited from any violation(s) listed in the MFISD Student Code of Conduct as well as any conduct resulting in arrest and/or citations from law enforcement officers; this does not include minor traffic violations. The District retains discretion to address student expectations for conduct even though the conduct may not be specifically included below.

Marble Falls ISD students who participate in extracurricular activities are prohibited at all times from:

- possessing, smoking, selling, or otherwise using tobacco products or vapes (additional information on page 8);
- possessing or using drug paraphernalia;
- possessing, selling, or delivering to another person look-alike drugs or items represented to be drugs or contraband of any kind;
- possessing, selling, giving, delivering to another person, using, or being under the influence of marijuana, alcohol, a controlled substance, or any dangerous drugs (additional information on page 7);
- engaging in conduct that contains the elements of an offense related to glue, aerosol paint, or volatile, mood-altering chemicals;
- engaging in serious misbehavior;
- attending any event at which underage drinking, smoking, or drug use is occurring;
- riding in a vehicle containing alcohol;
- stealing;
- conduct that causes injury or harm to persons or property;
- using profanity, lewd or vulgar language, obscene gestures;
- fighting;
- possession of any weapons;
- inappropriate touching including “making out” in public places, sexual gestures, or

- exposing parts of the body that are ordinarily covered up in public;
- inappropriate behavior in public places;
- bullying;
- hazing.

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

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

### **III. PROCEDURES**

The coach, sponsor, administrator or DPA will determine whether an Extracurricular Code of Conduct violation has occurred. Upon determination of an Extracurricular Code of Conduct violation, the following individuals will be notified:

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

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

### **DISCIPLINARY ACTION**

- Coaches and sponsors will review all the facts and circumstances surrounding a particular violation and impose appropriate disciplinary action. Coaches and sponsors will strive for consistency **in consequences** ~~doing out punishment~~ for Extracurricular Code of Conduct violations, but will also exercise sound professional discretion.
- Any ECP suspended or academically ineligible will be removed from all participation in all extracurricular activities. This includes travel, contest, being in the team area, and any other activities except for practices until their suspension is complete or they gain academic eligibility. (Note: A scrimmage is considered a practice. Participation in awards ceremonies and Parent night is permissible. )
- Any student serving a full day of ISS on a game/event day, is ineligible to participate in the game/event that day. Any student who receives 3 consecutive days of ISS will be suspended for the next scheduled event. If the student has no further events for the current school year, consequences will be handled by the head coach or Athletic Director but will not carry over to the new school year. \*Any student deemed to have excessive ISS referrals can be removed from the program. Additional consequences will be assigned by the Head Coach of the current sport (\*Excessive ISS – 3 or more ISS referrals for behavior/insubordination issues.)
- Suspension/Removal from office in the case of a student office holder who commits an offense.
- Students currently assigned to DAEP (Epic) are considered ineligible to participate in any extracurricular activity or to attend extracurricular activities. Events missed while at DAEP (Epic) do not count towards their suspension.
- Any student holding a Final Title 5 Felony conviction or an offense deemed severe enough by the appropriate administrator and superintendent shall be excluded permanently from holding any student office, practicing or participation in any extracurricular activity.

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

#### **IV. REQUEST FOR APPEAL OF REMOVAL**

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

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

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

If a parent or guardian and student would choose to take further action, those appeals are addressed through the District's complaint process, contained in policies FNG (Legal) and (Local). For a complaint concerning a student's participation in an extracurricular activity that does not involve a violation of a right guaranteed by Education Code Chapter 26, the Level Two decision is final and may not be appealed to the Board.

~~request a conference with the appropriate administrator. If unresolved, the District provides for the complaint to be presented to the Superintendent. If the complaint still remains unresolved it will be presented to the Board of Trustees.~~

#### **V. ALCOHOL/DRUG VIOLATIONS**

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

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

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

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

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

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

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

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

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

## **VI. TOBACCO/E-CIG/VAPE**

Any student in violation of tobacco/e-cig/vape (possession/use) will result in a suspension of 10% of scheduled events. The suspension will begin immediately. If the student is not actively involved in an extracurricular activity or not eligible for other reasons, the suspension will start with the next event in which the student is involved and eligible (minimum of 1 event). This will carry over from the end of one school year to the following year. A second offense of the tobacco/e-cig/vape rule will result in a suspension of 50% of scheduled events. A third offense is removal from athletics. Additional consequences will be assigned by the Head Coach of the current sport.

## **VII. Eligibility**

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

- A student shall be suspended from participation in any extracurricular activity sponsored or sanctioned by the District or the UIL after a grade evaluation period in which the student received a grade lower than the equivalent of 70 on a scale of 100 in any academic class other than an identified honors or advanced class.\*\* A suspension continues for at least three school weeks and is not removed during the school year until the student is passing all classes.
- A student with disabilities who fails to meet the standards in the individualized education program (IEP) may not participate for at least three school weeks.

- An ineligible student may practice or rehearse.
- In order for an ineligible student to become eligible the student must be passing all classes with a grade of 70 or higher after the next grade evaluation period and attend documented completion of a minimum of 5 hours of tutorials approved by the coach/sponsor.
- A student is allowed in a school year up to ten absences not related to post-district competition, a maximum of five absences for post-district competition prior to state, and a maximum of two absences for state competition. All extracurricular activities and public performances, whether UIL activities or other activities approved by the Board, are subject to these restrictions.
- A student who misses a class because of participation in an activity that has not been approved will receive an unexcused absence.

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

## **ELIGIBILITY POLICIES**

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

## **ELIGIBILITY TUTORIAL POLICIES**

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

## **2019-2020 Eligibility Calendar**

INSERT ELIGIBILITY CALENDAR

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

### GAIN/LOSE

Students will gain eligibility if they are passing all classes or lose eligibility if they fail any class (excluding those identified as honors or advanced classes\*\*).

### GAIN ONLY

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

### GRACE PERIOD (DATE EFFECTIVE)

Students regain or lose eligibility at the end of the school day, 7 days after the eligibility check.

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

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

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

## **VIII. ADDITIONAL POLICIES**

### **ELECTRONIC COMMUNICATION**

Social networking websites and electronic communication:

Maintaining a higher standard of conduct will also include ensuring that Marble Falls ISD's extracurricular participants' personal electronic communication is appropriate. The internet is a worldwide, publicly accessible form of communication. Any communication including, but not limited to, Twitter, Facebook, Snapchat, photosharing, inappropriate texting that is published or appearing on the internet is public domain even if it is marked private. Extracurricular participants are responsible for texting and electronic communications on the internet through their personal websites as well as postings on other students' websites. The areas of appropriateness will include, but are not limited to, language (abbreviated or alluding to negative, lewd, vulgar or obscene comments about any individuals), pictures, suggestive poses, clothing,

and references to alcohol, drugs, and tobacco. Communication on the internet or by electronic means by extracurricular participants that are published and as a result cause disruption or damage to school district property at Marble Falls or another school district are also inappropriate.

Any member of the Marble Falls ISD extracurricular program who is involved in inappropriate, disruptive, negative, lewd, obscene, or sexual pictures, comments, statuses on any social network such as, but not limited to, Twitter, Facebook, Snapchat may result in suspension or dismissal from the extracurricular program.

## **ATTENDANCE**

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

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

## **TRAVEL**

All extracurricular participants represent the community, school, sponsors and coaches. Therefore, it is expected that all will dress in an acceptable manner on trips and demonstrate appropriate conduct. All Varsity athletes/UIL participants making the trip on the bus will return on the bus unless in an emergency situation or when parents are present and there is good reason for returning with parents. This must be cleared with the head coach/sponsor prior to the trip. Athletes/participants are never to return with anyone other than on the bus or their own parents. **Exception:** An athlete/participant may receive permission to ride with someone else with prior written consent granted by the Athletic Director or Principal.

## **QUITTING A SPORT**

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

## **MULTIPLE SPORTS/EXTRACURRICULAR ACTIVITIES**

Athletes are encouraged to participate in more than one sport/activity. Eligibility to participate in a particular sport/activity will not be based upon participation in a second sport/activity unless the athlete quits a previous sport. Athletes may choose to participate in other extracurricular activities as long as they are aware of the inherent conflicts that can occur. In case of a conflict, a district competition/event should take precedent over nondistrict competitions/events. Arrangements will be made by the coaches/sponsors to allow the students in multiple events to travel back and forth. In the event the conflict occurs at the same time and arrangements cannot be made to participate in both, the district event should take precedent.

## **DISCIPLINE**

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

## **LETTERING**

A student may qualify for a major award (letter jacket) in an extracurricular activity. Coaches/Sponsors will determine eligibility according to individual sport/activity policy and subject to approval of the Athletic Director and/or Principal.

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

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

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

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

### **NOTE:**

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

## **EXTRACURRICULAR INSURANCE**

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

Marble Falls ISD provides for athletic and extracurricular insurance for students in grades 7 thru 12. This coverage is for U.I.L. sponsored activities, including all U.I.L. athletic events. Your child will be covered while participating in, practicing for, and traveling to and from such an activity.

The insurance provided by the school is for activities that are sanctioned by U.I.L. rules and regulations. Any competition in which the student participates that is not under U.I.L. sanction will NOT be covered by the insurance.

Marble Falls I. S. D. assumes no responsibility as a result of injuries that occur during an athletic or U.I.L. event: however, this insurance is provided at school expense. This is **SECONDARY INSURANCE** to whatever health insurance the parent(s) or guardian(s) have for their children, and all claims must be filed with the primary health insurance company

first and with the school insurance company second. You will need to indicate on the school insurance claim form the name and address of your regular insurance carrier.

- Decisions about coverage are up to the insurance company. All questions about coverage and the procedures for accessing the insurance must be made to the insurance company. District employees cannot interpret the policy or provide any assistance other than limited assistance in completing claim forms.
- If the student has no other insurance coverage, the school insurance will become the primary carrier and will pay accordingly. The parent or guardian should indicate on the claim form if they have no other health insurance.
- **All policies have limitations.** The school insurance will pay up to the amounts that are listed in the coverage documents, subject to policy exclusions and other limitations. Parents will be responsible for any amount remaining after both the primary health insurance and limitations have been reached. Parents should verify that the doctor/hospital is in the network.
- Marble Falls ISD and its employees are NOT responsible for any costs for treatment to your child by any doctor.

In case of an injury, it is the responsibility of the parent to file a claim form. These forms are available in the principal's office, from the trainer or coach, or the Administration Office. The coaches, trainer, sponsors or administrative personnel will be happy to help complete the form; however, no Marble Falls ISD employee is responsible for filing your claim.

As with any policy, there are policy exclusions and rules for filing claims. Please review the Policy Limitations that are listed in the brochure; you are responsible for taking all steps necessary to access the extracurricular activity insurance. Most policies have a time limitation for filing a claim.

Since the insurance is for U.I.L. sponsored events only, you may wish to purchase the additional insurance that is available to your child. This should be purchased at the beginning of the school year and is the same basic coverage. The AT School Coverage provides coverage for injuries that occur at school or during school-sponsored activities during the regular school year. The 24-Hour coverage provides coverage 24 hours a day until the first day of the following school year.

# **MFISD DRUG TESTING POLICY**

A copy of the Drug Testing Policy is available in Spanish upon request at the athletic department or the administration office.

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

## **INTERROGATIONS**

### **BY SCHOOL OFFICIALS**

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

### **BY POLICE OR OTHER AUTHORITIES**

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

## **LOCKERS AND VEHICLES**

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

School officials may search lockers or vehicles parked on school property if there is reasonable cause to believe that they contain articles or materials prohibited by District policy. Students shall be responsible for any prohibited items found in their lockers or in vehicles parked on school property. If a vehicle subject to search is locked, the student shall be asked to unlock the vehicle. If the student refuses, the District shall contact the student's parents. If the parents also refuse to permit a search of the vehicle, the District may turn the matter over to local law enforcement officials.

## **USE OF TRAINED DOGS**

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

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

## **NOTICE**

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

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

## **PARENT NOTIFICATION**

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

## **DRUG-TESTING PROGRAM OBJECTIVES**

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

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

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

1. All ECPs from grades 7–12 (male and female) involved in District ECAs shall be subject to this testing program.

2. All H.S. ECPs shall be initially tested a minimum of one time per semester (fall and spring) each school year and randomly tested throughout the school year. M.S. ECP's will be tested randomly.
3. ECPs selected for random testing shall be chosen from a pool of all ECPs [see item 2 at TESTING PROCEDURES AND PROTOCOLS, below].
4. The method of screening shall be by an independent laboratory immunological screening procedure. All drugs detected by the screen shall be confirmed by gas chromatography/mass spectroscopy (hereinafter referred to as GC/MS) before being reported as being detected. An ECP's admission of guilt shall constitute a positive screening. Failure to produce a sample in the allotted time period shall be considered a positive screening.
5. Certified lab personnel and professional staff shall administer testing.
6. Each ECP who is selected shall be required to provide a urine, hair, or oral sample to the designee during the time constraints described at TESTING PROCEDURES AND PROTOCOLS, below.

## **DRUGS ELIGIBLE FOR TESTING**

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

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

## **TESTING PROCEDURES AND PROTOCOLS**

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

random tests shall be determined by the drug program administrator (hereafter referred to as DPA) and the District vendor. ECPs shall be required to submit a sample immediately upon request. All specimens shall be collected, adhering to a strict chain of custody.

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

9. The administering and/or interpretation of the policy and testing procedures shall be left to the discretion of the District administrator of drug testing.

## RETESTING PROCESS

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

## CONFIDENTIALITY

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

## SANCTIONS FOR POSITIVE TESTING

Sanctions for testing positive shall be as follows:

1. All offenses are 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, (i.e.: selling, buying, using, or possessing drug paraphernalia or drugs eligible to be tested)
3. Any suspension shall take place in the immediate activity that the ECP is involved in. If the student is not actively involved in an extracurricular activity at that time, the suspension will start with the next activity in which the ECP is involved; **however, it may NOT take place in an activity that the student has not previously participated in.**
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**

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

### **SECOND OFFENSE**

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

parent's/guardian's expense. In extraordinary circumstances, a student could become eligible to participate without parental completion of counseling. Reference Policy FNF (Exhibit) for application of exception.

5. The ECP shall be tested during each of the next six testing sessions, which may and can carry over into the next school year. The testing shall be at the ECP's and/or parent's/guardian's expense.

### **THIRD OFFENSE**

- 1 The parent/guardian shall be notified to discuss the ECP's sanctions.
- 2 Any ECP, grades 7-12 shall be suspended from extracurricular programs, contests, and events, for one calendar year. This may include removal from certain
- 3 An ECP may be reinstated to an ECA after one calendar year at the completion of a minimum of 12 documented hours of drug counseling and a negative drug test.
- 4 The parent/guardian shall be responsible for all counseling upon the third offense.
- 5 The parent/guardian of the ECP shall complete 6 sessions (equivalent of 9 hours) of parental education course work, at the ECP's parent's/guardian's expense. In extraordinary circumstances, a student could become eligible to participate without parental completion of counseling. Reference Policy FNF (Exhibit) for application of exception.
- 6 An ECP's suspension from ECAs under the third offense shall begin the day the DPA confirms the third test as positive.

### **FOURTH OFFENSE**

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;
4. For the fourth positive test, parking privileges removed for the remainder of enrollment in the District.

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

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

Counseling for an offense should be completed before resuming the ECA's activity. However; if the DPA feels that the ECP is enrolled and progressing at an acceptable pace, the student may be allowed to return to their activity while completing counseling. If at any point, the ECP is not progressing at an acceptable pace, activities may be suspended again. MFISD has entered a partnership with Bluebonnet Trails Community Services and the substance abuse program they offer is recommended; however, the ECP may use any LPC they choose.

## **DEFINITIONS OF TERMS**

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

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

## **DRUG TESTING APPEAL PROCESS**

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

## **VII. ACKNOWLEDGMENT**

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

### **MFISD PARENT AND STUDENT EXTRACURRICULAR HANDBOOK AND DRUG POLICY ACKNOWLEDGMENT FORM**

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

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

\_\_\_\_\_  
Print Student's Name

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Grade

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

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

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**Interrogations**

By School Officials

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

By Police or Other  
Authorities

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

**Lockers and  
Vehicles**

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

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

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

**Use of Trained Dogs**

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

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

Notice

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

1. Lockers may be sniffed by trained dogs at any time.
2. Vehicles parked on school property may be sniffed by trained dogs at any time.

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

**Parent Notification**

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

**Drug-Testing Program**

Objectives

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

1. To provide a deterrent to drug use for any District student (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.

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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.

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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:

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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.

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FNF  
(LOCAL)

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

STUDENT RIGHTS AND RESPONSIBILITIES  
INTERROGATIONS AND SEARCHES

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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

STUDENT RIGHTS AND RESPONSIBILITIES  
INTERROGATIONS AND SEARCHES

FNF  
(LOCAL)

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  
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



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

# Contract Document - A133-209 2.2.1

Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.



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

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

Meeting Date:		
Meeting Type: Regular Meeting Special Meeting/Workshop Hearing	Agenda Placement: Public Hearing Information Items Presentation/Discussion Items Consideration Items Consent Agenda	
Date Submitted:		
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Administration's Recommendation:		
Submitted By:		
Board Approval Required:    Yes    No		



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
-Mosby's 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**



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5/30/2019	PT0530LR09

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Marble Falls ISD 1800 Colt Cir Marble Falls, TX 78654 Attn: Heather Metzgar

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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

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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.	<b>Total</b>
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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
<p>TERMS AND CONDITIONS</p> <p>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.</p> <p>Teacher Training:            New Teacher Training includes: hotel stay and per-diem for meals.</p> <p>Student Guide/ User Site License:            A \$60 fee will be applied for each student participant that exceeds 30.</p> <p>Annual Renewal:            The Pharmacy Technician Site License is a renewable service based on number of students participating in the program (includes Student Guides)</p> <p>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</p> <p>Equipment:            Some assembly maybe required.</p> <p>Submission of a PO for this Pharmacy Technician program signifies agreement to the terms and conditions listed above.</p>			
<p>This price quote expires on Sept 30, 2019. Thank you for choosing Kaduceus "Hands-On" Career Training.</p>		<b>Total</b>	\$25,000.00