

Agenda of Special Meeting

The Board of Trustees Canutillo ISD

A Special meeting of the Board of Trustees of Canutillo ISD will be held November 30, 2006, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. General Functions
 - A. Call to Order
 - B. Roll Call
 2. Instruction and Student Affairs
 - A. Presentation of Jose Damian Elementary School Incentive Plan 3
 3. Personnel
 - A. NONE
 4. Business and Finance
 - A. Approval of Budget Amendment
 - B. Approval of Janitorial Consultant, Supplies & Related Services RFP 5
#07-02
 - C. Consider resolution supporting application of El Paso Outlet Center for tax incentives from the City of El Paso and County of El Paso for an outlet mall to be located at Talbot and I-10
 - D. Presentation by First Southwest Co. regarding investment of proceeds from 2006B bonds
 - E. Consider Repurchase Agreement or other investment arrangement for proceeds of 2006B bonds, and authorize the Superintendent or other district investment officer to invest proceeds and to execute necessary documents relating thereto
 - F. Consider usage of District's unreserved and undesignated fund balance for the purchase of an energy management system at Canutillo High School
 - G. Approval of purchase of the M.I.N.D. Institute Program 9
 5. Administration
 - A. NONE
 6. Adjournment
-

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. 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.

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
POST OFFICE BOX 100
CANUTILLO, TEXAS 79835**

Agenda Item: Presentation of Jose Damian Elementary School Incentive Plan

Date: 11-30-06

Subject: Jose Damian Elementary School Incentive Plan, Governor's Educator Excellence Award Program – Texas Educator Excellence Grant

Presented By: Maggie Grant Consent Agenda: _____

ACTION

1. BACKGROUND INFORMATION

Jose Damian Elementary School is eligible to receive funding under the Governor's Educator Excellence Award Program – Texas Educator Excellence Grant. Funding will be utilized as incentive pay for teachers (75% of the grant) and all other JDE personnel (25% of the grant). One of the requirements of the grant is to present the Incentive Plan at a School Board of Trustees meeting. The Incentive Plan is attached.

2. SUPERINTENDENT RECOMMENDATION

None.

3. BOARD ACTION REQUESTED:

None.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address: P.O. Box 100
Canutillo, Texas 79835

(915) 877-7444
FAX (915) 877-7414
ppadilla@canutillo-isd.org

Dr. Pam Padilla
Superintendent

To: Board of Trustees

From: Pam Padilla, Ed.D. 

Date: October 23, 2006

RE: Agenda Item 4B
Special School Board Meeting


The Request for Proposal for Janitorial Consultant, Supplies and Related Services RFP # 07-02 was opened on October 3, 2006 with three companies submitting proposals. Interviews were conducted by all campus Principals, Executive Directors and the Superintendent. The recommendation of the Committee is to award the contract to ***Springtime Janitorial Supply*** for one year with an option to renew for two additional one-year renewal terms. The recommendation is based on an annual agreement for cleaning supplies, consultation, support services and training which would include a Computerized Cleaning Cost Analysis Program, Risk Management Program (O.S.H.A. Certified), New Employee Orientation, Products, Process & Safety Training, Regulatory Compliance Training, and Technical Service Support. The cost of the program will be \$.13 per square foot upon verification of actual measurement by location.

Opening of RFP #07-02 Janitorial Consultant Services
Tuesday, October 03, 2006
10:00 a.m. Business Services Conference Room

Business Services Personnel Present:



Sam Garcia- District Purchasing Agent



Erika Rosales – Business Services Clerk

Vendors submitting Proposals:

GCA Services Group
Grainger
Springtime Janitorial

Vendors Present:

Juan P. Vasquez of GCA Services Group
Rosemary Henson of GCA Services Group
Peter Reyes of Grainger

CCAP[®] Implementation 5 Steps for Success

1. Gain Top-down Organizational Support

Managing change requires support throughout an organization. CCAP assists in managing change by helping clarify roles and opening lines of communication.

2. Assess Current Cleaning Program

Facility data is collected with CCAP AMP, creating a base-line for improvements.

- Current staffing levels
- Equipment and supplies inventory
- Square footage, surfaces and fixtures

3. Set Targets for Improvement

Once the base-line data is collected, CCAP is used to optimize the cleaning program and set targets for improvement.

4. Implement, Train and Certify

Programs, processes and procedures are aligned with improvement targets and implemented. Staff is trained and certified on enhanced, cleaning processes.

5. Continuous Assessment and Ongoing Quality Improvement

Manage with objective, quantifiable data on quality levels. Measure against base-line and improvement targets. Take corrective action to stay on target.

Getting Started is Easy with CCAP AMP The Automated Data Collection Process

CCAP AMP - The Automated Measuring Program - makes data collection fast and accurate combining a laser measuring device with proprietary PDA-based data collection software.

Data is quickly and effortlessly transferred into the CCAP program where a facility manager can start using the information to enhance decision making.



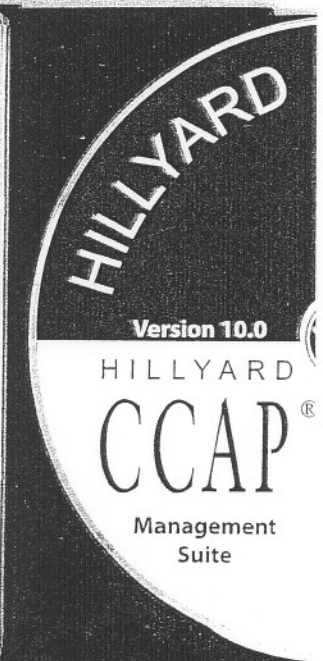
The CCAP Management Suite Provides the Tools to Keep It Going

The Management Suite provides tools for facility managers to make the right decisions.

- CCAP Report Generator
- CCAP Task Manager
- CCAP CQI Continuous Quality Improvement

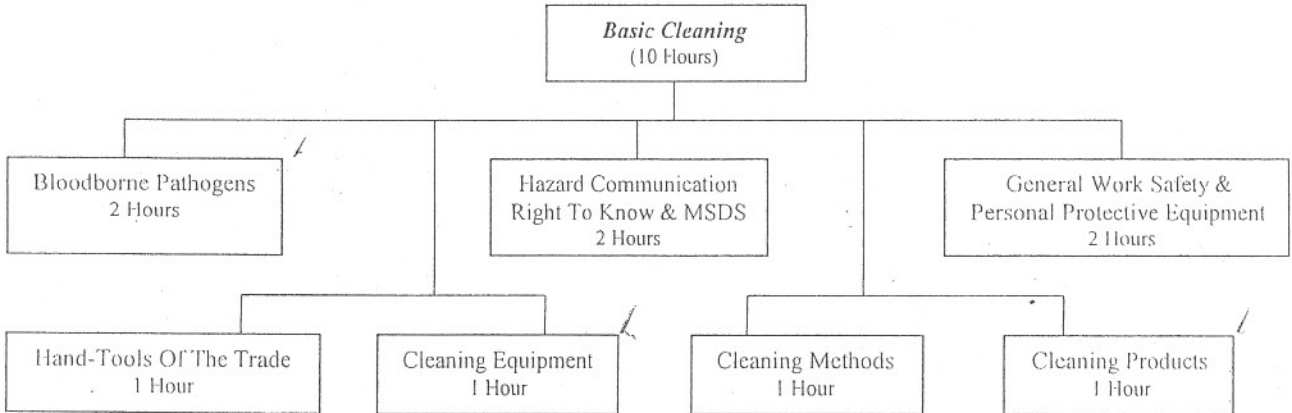
The CCAP Management Suite is fully integrated. Data is accessed from the central database that was populated during the CCAP process.

Decision making is a whole lot easier!

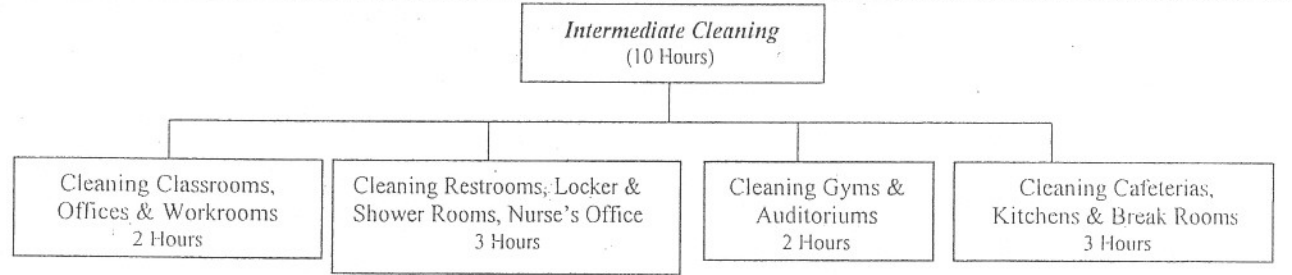


Hillyard's Custodial Training and Certification Program

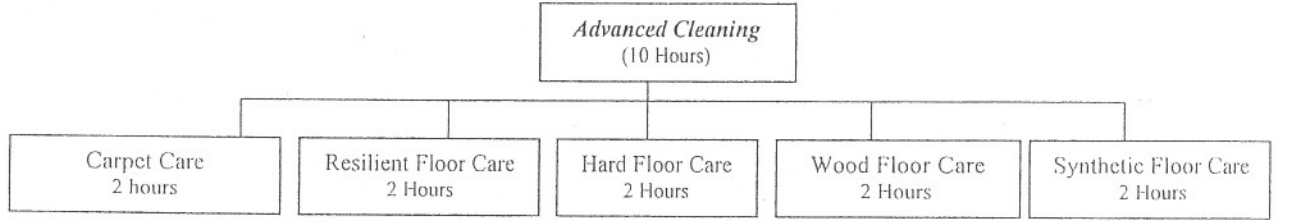
Level I Certification



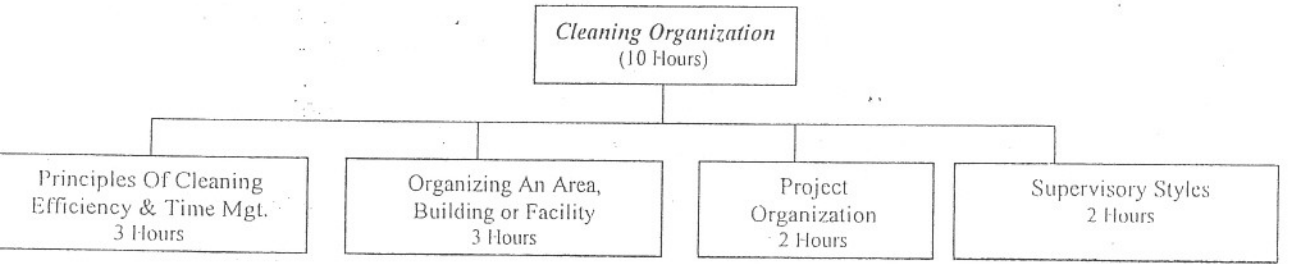
Level II Certification



Level III Certification



Level IV Certification



CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
POST OFFICE BOX 100
CANUTILLO, TEXAS

Agenda Item:

Date: November 30, 2006

Subject: Approval to Purchase M.I.N.D. Institute Program

Presented By: Tony Reza and Dr. James Steinhauser

Consent Agenda: _____

ACTION

1. BACKGROUND INFORMATION:

As stated in the Education Code Section 44.031, Item J, a school district may purchase an item that is available from only one source. Enclosed is a letter from M.I.N.D. Institute and a proposal agreement for the purchase of a K-5 Math/Music Curriculum to include student software licenses, initial and ongoing training for teachers, ST Math Lab Materials, Classroom Kits and Teacher Manuals, Individual and Class ST Math Feedback Reports, Service and Technical Support via e-mail and phone, and site visits for a total of \$45,000.00. Funds for this project will be from Local, Title II, and Title V. In addition, as stated in Board Policy CH(Local), purchases over \$25,000 require Board Approval.

2. SUPERINTENDENT RECOMMENDATION:

Recommend approval to purchase the M.I.N.D. Institute Program for Bill Childress Elementary.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the Superintendent's recommendation.

MOTION _____ SECOND _____

AYES _____ NAYS _____



M.I.N.D.® Institute

<p>Canutillo ISD Bill Childress Elementary School 7965 Artcraft Road El Paso, TX 79932</p>

Grade K-5 Unlimited Station Perpetual License - 06-07 New
 11/15/06

ST Math Included Components:

- * Student Software Licenses + Updates and Upgrades (if any)
- * Initial and Ongoing Training for Teachers
- * ST Math Lab Materials
- * Classroom Kits and Teacher Manuals
- * Individual and Class ST Math Feedback Reports
- * Service and Technical Support via Email, Phone, and Site Visits

Total Purchase Price (Year One):	\$45,000.00
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Subtotal:	\$45,000.00
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Music Kits:

- | | |
|------------------|----------|
| * K-1 Music Kit | \$450.00 |
| * 2-5 Music Kit | \$400.00 |
| * Music Training | \$500.00 |

Subtotal:	\$1,350.00
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Demo Site Discount	\$1,350.00
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Total:	\$45,000.00
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Part 1 PO Due 12/22/06	\$23,000.00
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Part 2 PO Due 4/30/06	\$22,000.00
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Required Annual Updates - \$1 \$2,500.00

- * Updated Student Software Licenses
- * Updated ST Math Lab Materials (if any)
- * Updated Classroom Kits and Teacher Manuals (if any)
- * Individual and Class ST Math Feedback Reports
- * Service and Technical Support via Email and Phone

Notes:

- 1 Prices do not include hardware (i.e. computers or piano keyboards).
- 2 Shipping and Handling are included in the proposed prices.
- 3 MIND Institute Standard Terms and Conditions will prevail upon acceptance of proposal.
- 4 Your MIND Institute representative, Laurie Carmon, may be reached at 972-669-4924.
- 5 Please fax your purchase order to Laurie Carmon at 972-767-4441
- 6 Please mail purchase orders and a copy of this quote to:

MIND Institute
 1503 South Coast Drive, Suite 202
 Costa Mesa, CA 92626

Quote # 060929LC

12/30/2006



M.I.N.D.® Institute

www.mindinstitute.net

Exhibit A to Participation Agreement Canutillo ISD: First Year

MIND and Client agree to the following fee schedule, terms, and conditions.

First Year Period: January 1, 2007 to January 1, 2007. *(Estimated Installation Date)*

PO #: _____

Please check here if Client is not implementing the MIND Music curriculum: _____

See attached Quote Number 060929LC, dated 2006-11-15.

Client understands and agrees that:

1. The attached fee schedule states the fees for Client's first year of participation in the Program, commencing on the date that MIND installs the Software at Client's school ("Installation Date).
2. The attached fee schedule also states the fees for the second year should Client wish to continue the Program without any changes to the Program, number of students, or grades. If Client wishes to add additional students or grades, MIND will provide Client with revised pricing that reflects the change.
3. If Client wishes to continue the Program, the renewal fee shall be due and payable within 45 days after Client receives MIND's invoice for the renewal year.
4. If Client does not wish to continue the Program, Client shall notify MIND in writing 30 days prior to the expiration date of the current term. If Client does not renew, or timely pay the renewal fees, Client shall remove all copies of the Software and return all materials to MIND. In any event, if Client does not timely pay the renewal fees, the Agreement will expire one-year from the Installation Date.
5. If Client does not pay the renewal fee when due, and within twelve (12) months notifies MIND that Client wishes to restart the Program, MIND may, in its sole discretion, charge Client the discounted renewal price, or the full price of the Program.
6. All fees are non-refundable.
7. All fees are exclusive of any sales, use, or other applicable taxes.

The parties so agree.

Signature of Client's Authorized Representative

Name

Title

Client

Address

Date

MIND

Music Intelligence Neural Development Institute, Inc.

Name

Signature of Authorized Representative

Title

Date



MIND Institute PARTICIPATION AGREEMENT

This agreement ("Agreement") is between Music Intelligence Neural Development Institute, a California non-profit corporation with a place of business at 1503 South Coast Drive, Suite 202, Costa Mesa CA 92626, ("MIND"), and the undersigned client ("Client"). In consideration of the mutual covenants herein, and for valuable consideration received, we agree as follows:

1. **The Program.** MIND has approved Client's application to participate in MIND's Math+Music Program ("Program"). The Program includes a license to use computer software developed and owned by MIND ("Software"). The Program is designed to benefit elementary students. The Program includes music training and computer games that utilize a spatial-temporal approach to math concepts. There are two main components of the Program: STAR Software and Piano Keyboard Training.
2. **Cooperation.** Client agrees to use its best efforts to implement all of the policies and procedures relating to the Program.
 - a. Client agrees to implement the entire Program, and to use its best efforts to comply with the Program procedures and requirements as provided by MIND.
 - b. Client agrees to take all reasonable steps to ensure that students abide by the procedures and requirements of the Program. Client shall be responsible for student compliance with the Program, and for all communications with parents and guardians concerning the Program.
 - c. Client agrees to cooperate with MIND and provide MIND with such reasonable information, assistance, and advice as MIND may request with respect to the development, monitoring, and support of the Program.
 - d. MIND may modify the Program from time to time, including Software upgrades and changes to the procedures. The parties agree to cooperate in the implementation of any changes to the Program.
 - e. Client understands and agrees that MIND is not obligated to provide unlimited support services. MIND will provide Client with a "Published List of Services" specifying the Program customary support services that MIND provides. If Client requires substantially more services than stated in the Published List of Services, MIND may charge Client additional fees for the additional services.
3. **Payment.** Client agrees to make timely payment to MIND for any portion of the fees it has agreed to pay as stated in the fee schedule attached as Exhibit A. If Client is sponsored, Client's sponsor shall pay the fees it has agreed to pay as stated in Exhibit A.
4. **Term and Renewal.** This Agreement shall commence on the date that MIND installs the Software at Client's school ("Installation Date") and shall continue in force for a period of one year. Client may renew the Agreement unless Client is in material breach of the Agreement or has failed to cooperate. Approximately three (3) months prior to each anniversary of the Installation Date, MIND will inform Client via a written proposal for the fees due for the next renewal year. Upon Client's approval of the proposal, the parties will execute a revised Exhibit A, including a new Agreement termination date and the revised Exhibit A will be made part of this Agreement. If Client does not execute the revised Exhibit A, and make full payment for the renewal year, this Agreement shall terminate as of the applicable anniversary date. If Client wishes to add additional students or grades, MIND will provide Client with revised pricing that reflects the change. Client may end its participation in the Program at any time, in Client's sole discretion; however, in the event of early termination, Client shall not receive a refund of fees.
5. **Intellectual Property.** Client understands and agrees that MIND retains ownership of all applicable copyrights, trade secrets, patents, and other intellectual property rights. MIND shall retain ownership of all intellectual property owned by MIND and shared with Client in the course of this Agreement. MIND remains the exclusive owner of all intellectual property rights; Client has no rights in MIND's intellectual property other than to use it as specifically provided in this Agreement, and only for the term of this Agreement. This provision shall survive the termination of the Agreement. Upon termination of the Agreement, for any reason, Client shall remove all copies of the Software and return all printed materials to MIND. Client shall not copy or distribute, share, lend, or otherwise transfer the Software, or other intellectual property owned by MIND to any third party. Client agrees not to modify, reverse engineer,

disassemble, or decompile the Software. Client shall not alter or remove any copyright or proprietary notices affixed to materials supplied to Client by MIND. Client shall have rights to use the property only:

- a. for educational purposes and not for any commercial purpose
 - b. for the class or classes specified in Exhibit A
 - c. for the number of students specified in Exhibit A
 - d. as specified in this Agreement
 - e. as directed by MIND
 - f. during the term of this Agreement.
6. **Confidentiality.** Each party agrees that certain information which it may receive from the other party will be confidential information ("Confidential Information") to the disclosing party. The parties shall hold the other party's Confidential in strict confidence. Confidential Information includes: (1) information relating to the development of MIND software or other products; (2) information related to the source code of the MIND software; and (3) other information that is marked confidential or proprietary (or, if disclosure is made orally, information that is summarized in writing or other tangible form within fifteen (15) days after such oral disclosure is made). Each party agrees, both during and after the term of this Agreement, to use the Confidential Information of the other party only in furtherance of this Agreement, and not to, directly or indirectly, disclose such Confidential Information, except to persons who have a need to know such Confidential Information in the performance of this Agreement. The parties shall prevent the unauthorized copying, use and/or disclosure of the other party's Confidential Information. This paragraph shall not apply to any information that: (1) becomes known to the general public without a breach of this provision; (2) is disclosed by the owner of the Confidential Information to others without restriction on the disclosure; (3) is obtained from a third party without breach of this provision; or, (4) must be disclosed by law. Each party agrees that the unauthorized use or disclosure of the other party's Confidential Information may cause irreparable injury to the party concerned. Accordingly, both parties agree that the remedy at law for any breach of this paragraph may be inadequate and that the party suffering from the unauthorized use or disclosure shall be entitled to ex parte injunctive relief to prevent any such breach or the threat of such a breach.
7. **Use of Data.** Client authorizes MIND to collect data resulting from Client's participation in the Program, including school and student standardized test data, and to use the data for only for purposes of MIND's ongoing research and development. The raw data resulting from the Software shall be the property of MIND exclusively. MIND may request that Client authorize MIND to use the names and photographs of participating schools, and other such public information, for promotional and educational purposes only. Such use will comply with Client's guidelines and be included in the fee as stated in Exhibit A. MIND will not use the photographs or names of any participating student for promotional purposes without first obtaining the prior written consent of the student's parents. Further, MIND agrees to maintain the confidentiality of students' personal information.
8. **Delivery and Acceptance.** MIND shall deliver all necessary program material to Client. MIND shall record each delivery in a "Deliverable Receipt" that sets forth the nature and condition of the Deliverables, the medium of delivery, and the date of delivery. If acceptable, Client shall sign the Delivery Receipt to indicate acceptance of the deliverables.
9. **Compliance with Laws.** The parties shall comply with all applicable laws, rules, ordinances, and regulations regarding this Agreement.
10. IN NO EVENT SHALL MIND, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO ANY PARTY FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF THE USE OF THE PRODUCTS OR PARTICIPATION IN THE PROGRAMS EVEN IF MIND HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
11. MIND SPECIFICALLY DISCLAIMS ANY WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE PRODUCTS AND PROGRAMS ARE PROVIDED "AS IS". UNDER NO CIRCUMSTANCES SHALL MIND OR ITS LICENSORS BE LIABLE FOR AN AMOUNT GREATER THAN PAYMENTS MADE TO MIND BY CLIENT. FURTHER, MIND SHALL NOT BE LIABLE FOR ANY DELAY OR FAILURE IN PERFORMANCE UNDER THIS AGREEMENT RESULTING FROM ANY CAUSES BEYOND ITS REASONABLE CONTROL.
12. **Severability.** If any provision of this Agreement is declared illegal, invalid, or unenforceable, all other provisions shall remain in force.

13. **Waiver.** The terms of this Agreement may be waived only in writing. Any delay in enforcing rights shall not be construed as a waiver.
14. **Entire Agreement.** This document contains the entire Agreement between the parties and supersedes any previous understandings or agreements, whether written or oral.
15. **Binding Agreement.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of MIND and Client.
16. **Third Parties.** Client agrees that if the Program or Products include property licensed to MIND by a third party, such third party is a beneficiary of this Agreement and may enforce it directly against Client.
17. **Relationship.** This Agreement shall not place the parties in a relationship of partners, joint venturers, or agency. Neither party shall have the power to obligate the other in any way.
18. **Equitable Relief.** In the event of material breach by either party, the non-breaching party may seek injunctive or other equitable relief in any court of competent jurisdiction. Client acknowledges that the unauthorized use, transfer, or disclosure of the MIND's intellectual property will: (1) substantially diminish the value to MIND's trade secrets, intellectual property and other proprietary interests; (2) render MIND's remedy at law for such unauthorized use, disclosure or transfer inadequate; and (3) cause irreparable injury in a short period of time. If Client breaches its obligations with respect to the use or confidentiality of the materials provided by MIND under this Agreement, MIND shall be entitled to equitable relief to protect its interests, including preliminary and permanent injunctive relief.
19. **Arbitration.** All disputes relating to this Agreement shall be finally settled by arbitration of the American Arbitration Association in Orange County, California. Both parties shall bear equally the cost of the arbitration (exclusive of legal fees and expenses, all of which each party shall bear separately). All decisions of the arbitrators shall be final and binding on both parties and enforceable in any court with jurisdiction.
20. **Governing Law.** The laws of the State of California shall govern this Agreement.
21. **Notices.** All notices shall be in writing and shall be deemed duly given upon delivery to the other party to the address set forth in this Agreement, or as changed by written notification.

The parties so agree.

Signature of Client's Authorized Representative

Name

Title

Client

Address

Date

MIND
Music Intelligence Neural Development Institute, Inc.

Name

Signature of Authorized Representative

Title

Date

MIND Institute
1503 South Coast Drive
Suite 202
Costa Mesa, CA 92626

Sole Source Affidavit

September 29, 2006

To Whom It May Concern:

This letter is to confirm that the MIND Institute is the only authorized seller for our curriculum product: ST Math+Music and that the MIND Institute is the sole source and publisher of the curriculum product: ST Math+Music. This product consists of a mathematics software program, mathematics and music curriculum materials, and teacher manuals.

Please call us at (888) 751-5443 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Theresa Poprac', written in a cursive style.

Theresa Poprac,
Vice President, Sales
The MIND Institute