

Agenda of Special Meeting

The Board of Trustees Canutillo ISD

A Special meeting of the Board of Trustees of Canutillo ISD will be held May 30, 2007, beginning at 6:30 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. NONE
 3. Personnel
 - A. NONE
 4. Business and Finance
 - A. Award of Alderete Middle School - Rock Wall (RFCSP #07-30) 2
 - B. Student Insurance Renewal for 2007~2008 School Year (RFP #06-12) 4
 - C. Approval of lease with Project Bravo, Inc. 8
 - D. Authorize Administration and Legal Counsel to initiate negotiations with developer for purchase of land east of I-10 for AES
 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

Agenda Item:

Date: May 30, 2007

Subject: Alderete Middle School – Rock Wall (RFCSP # 07 – 30)

Presented By: Tony Reza and Yusuf Farran

Consent Agenda:

ACTION

1. BACKGROUND INFORMATION:

Proposals for rockwalls and rip rap were received on Wednesday May 23, 2007 with two vendors responding. It is recommended to award the proposal to **High Ridge General Contractor** in the amount of \$165,000.00. They will provide all administration, labor, materials, supplies, supervision, plant and equipment, machinery, tools, hoisting equipment or devices, security, traffic control, applicable permits, fees, licenses, taxes, insurance, bonds and all other costs and services necessary or incidental to provide the rockwalls and rip rap as defined on plans by Dorado Engineering, Inc. dated March 22, 2006.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval to award RFCSP # 07 – 30, Alderete Middle School – rockwall and rip rap as presented by administration.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the Superintendent's recommendation.

MOTION _____ SECOND _____

AYES _____ NAYS _____

May 23, 2007
10:00 am

Canutillo Independent School District
RFCSP # 07-30
Alderete Middle School Rockwall

Description of Service	Beacon Services	High Ridge General Contractor
Build Rockwall and rip rap as per plans dated 3/22/06	\$ 300,000.00	\$ 165,000.00

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

Agenda Item:

Date: May 30, 2007

Subject: Student Insurance Renewal for 2007 – 2008 School Year (RFP#06-12)

Presented By: Tony Reza

Consent Agenda: _____

ACTION

1. BACKGROUND INFORMATION:

The Business Service Division has exercised its option to renew the Student Accident Insurance contract for one more year. The renewal will be year two (2) of a three-year agreement with ***Texas Monarch Management*** in the amount of \$31,825. The agreement will be effective August 1, 2007 through July 31, 2008. The contract provides Blanket and Catastrophic coverages for all UIL students in grades 7th through 12th. In addition, *Texas Monarch Management* will offer voluntary coverage for 24 hours at school, and dental coverage.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the renewal of the Student Insurance coverage policy for the 2007 – 2008 school year.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the Superintendent recommendation to renew the Student Insurance Policy for the 2007 – 2008 school year.

MOTION _____ SECOND _____

AYES _____ NAYS _____

Texas Monarch Management Corporation
ENROLLMENT REQUEST FOR STUDENT ATHLETIC AND/OR ACTIVITIES INSURANCE
United HealthCare Insurance Company

SCHOOL/DISTRICT INFORMATION
 School/District Canutillo ISD Policy # 2007111432
 Address 7965 Artcraft
 City El Paso State TX Zip 79932 County El Paso

DATE INFORMATION
 Effective Date 8-1-07 Termination Date 7-31-08
 1st Day of School _____ Last Day of School _____ 1st Day of Football Practice _____

PLAN and PREMIUM INFORMATION
BLANKET COVERAGE - FOR GRADES 7-12

	List High School(s) <small>(Grades 9-12 Enrollment)</small>	UIL Class.	Plan Design	Premium or Special Quote
All Athletic & Activities	(1) <u>Canutillo ISD</u>	<u>4A</u>	<u>Special Plan</u>	\$ <u>28,000</u>
	(2) <u>None - Included</u>	_____	_____	\$ _____
	(3) _____	_____	<u>GM Plan</u>	\$ _____
	(If more than 3 High Schools, list on back)			
			Sub Total	\$ _____

Discount Description

#	Discount Description	% Reduction	
_____	_____	_____	- \$ _____
_____	_____	_____	- \$ _____

Total All Athletic & Activities Premium Due \$ _____

Plan Design	Grade	Enrollment	Rate	
<u>Non Athletic All School</u>	_____	_____	_____	x _____ = \$ _____

Total Non Athletic All School Premium Due \$ _____

Total All Athletic and Non Athletic All School Premium Due \$ 28,000

Check here for Voluntary Envelopes. To receive Voluntary Envelopes the Supply Requisition Form must be filled out and attached to this form. Voluntary Rates: Without dental At School 24-Hour Football Spring Football
 With dental At School 24-Hour Football Spring Football

Check here for K-12 Health Plan. Rate: [] To receive Health Brochures the Supply Requisition Form must be filled out and attached to this form

Notes: _____

School Official Signature _____ **Printed Name** _____
Title _____ **Telephone** _____ **Email** _____
Agent Name Hutchins/Elliott [Signature]

Return to: Jerry Hutchins 2524 Lillian Miller Pkwy. #115, Denton, TX 76210 940-566-2063 Fax 940-566-0985 Email: hutchins@sprynet.com	Agent Signature _____ For Office Use Only: TX MMC Agent #: _____ 5 <input type="checkbox"/> C <input type="checkbox"/> M
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2007-2008 APPLICATION FOR CATASTROPHIC COVERAGE

Underwritten By:
AIG Life Insurance Co.

Name of Participating School or School District Canutillo ISD

Address 7965 - Antcraft Rd City El Paso State TX Zip 79932

Number of Sr. High Schools 1 Number of Jr. High Schools 2

Estimated Number of Students: Grades K-8 _____ Grades 9-12 _____

Eligible Classes Senior High: Yes No _____ Junior High: Yes No _____

_____ Class I: All enrolled Students of the School or School District, including all sports and activities (includes student coaches, student trainers, and student managers.)

Class III: All enrolled Students of the School or School District, while participating in gym classes, and extracurricular school activities, including intramural and interscholastic sports including football, band members, cheerleaders, majorettes, student coaches, student trainers and student managers. Coverage includes supervised travel to and from such games and practice sessions.

Benefits:

Accident Medical Expense Benefit Amount.....\$5,000,000

Maximum Benefit Period (10 Years).....Deductible \$25,000, Two Year Deductible Incurral Period

Accidental Death & Dismemberment (\$10,000 Death, \$20,000 Dismemberment)

<input checked="" type="checkbox"/> Catastrophic Cash Benefit: (Please check one).		
Maximum Benefit Amount	<input checked="" type="checkbox"/> \$500,000	<input type="checkbox"/> \$1,000,000
Lump Sum Payment After 6 Months	<input type="checkbox"/> \$100,000	<input type="checkbox"/> \$ 200,000
Benefit Amount	<input type="checkbox"/> \$ 40,000/Yr.	<input type="checkbox"/> \$ 40,000/Yr.
Maximum Benefit Period	<input type="checkbox"/> 10 Years	<input type="checkbox"/> 20 Years

Premium: \$ 3825 Effective Date: 8/01/07 Expiration Date: 7/31/08

Minimum Premium: \$ 500.00

We hereby apply to the AIG Life Insurance Co. for a Student Accident Catastrophic Policy. We understand that coverage will be in force if this application is accepted by the Company and the required premium is received by the Company when due. Company must receive and approve application prior to effective date of coverage.

Signed _____ Date _____

(Signature of Authorized Official & Title)

Printed Name & Title _____

Phone Number _____

Return To: **Texas Monarch Management**
2524 Lillian Miller Pkwy., # 115
Denton, TX 76210
Phone: 800-388-5620; Fax: 940-566-0985

Premium 28,000
2007-2008

CAPITALE 100

INTERSCHOLASTIC ATHLETICS/ACTIVITIES INSURANCE SUMMARY
SCHOOL YEAR

The District has no liability for any medical expenses incurred for the treatment of accidents occurring at school or during school sponsored activities. The District provides insurance coverage to assist parents with these expenses for treatment of covered Interscholastic Athletics/Activities related injuries. The parents/guardians are responsible for expenses not covered by insurance. This plan covers only accidents occurring during covered Interscholastic Athletics/Activities participation.

The District offers a separate voluntary plan available for coverage of accidents not covered by the blanket plan, such as accidents covered during gym physical education classes, lunch, normal classroom activities, etc. The Voluntary Student Accident brochure can be obtained from the school.

*This is NOT a Major Medical Plan * Benefits will be paid according to the Schedule of Maximum Benefits*

This is SECONDARY coverage that pays AFTER any other insurance on the student (Full Excess Coverage)

*This Summary is not a contract of insurance * Benefits are subject to the terms, provisions, and limitations of the insurance policy.*

The plan covers only expenses incurred within 365 days after the accident.

SCHEDULE OF MAXIMUM BENEFITS

The policy provides for payment of covered Usual and Customary (U & C) Expenses incurred for treatment of injury caused by a covered accident, subject to the maximums stated in the policy. Treatment must be medically necessary and the first expense must be incurred within 90 days following the accident. Only expenses incurred within 365 days of the accident are eligible for benefit consideration. Benefits are payable only for covered expenses that are not recoverable from another plan providing medical expense benefits. The maximum total benefits payable for all expenses for any one accident will not exceed \$25,000.

Maximum Benefit Payable

Hospital Services

Daily Room & Board.....	\$500 / day
Intensive Care, for 7 days.....	100% of U & C, not to exceed \$700/day for 7 days
Miscellaneous Hospital Services, while confined or when surgery is performed.....	100% of U & C, not to exceed \$4,000
Emergency Room (Outpatient).....	100% of U & C, not to exceed \$400

Physician's Services

Surgery (including pre- and post-operative care)up to the Unit Value listed in the Medical Data Research File multiplied by \$200
Office Visit (other than the same day as surgery), up to.....	\$80.00 first visit, \$40.00 thereafter
Anesthesia (including administration).....	30% of surgery benefit
Assistant Surgeon.....	30% of surgery benefit
Consultants, Second Opinions.....	100% of U & C, not to exceed \$200

Lab, X-Ray, Diagnostic Imaging (Miscellaneous Hospital Services paid as listed above)

X-Rays, including interpretation and/or reading, up to.....	\$600
Laboratory Services, up to.....	\$300
MRI/Cat Scan.....	\$750

Additional Services

Physiotherapy or similar treatment	
While Hospital Confined (In-Patient).....	Included in Hospital Miscellaneous
In Doctor's Office or Hospital Out-Patient.....	\$60 per visit, maximum of 5 visits
Prescribed Orthopedic Appliances	
While Hospital Confined (In-Patient).....	Included in Hospital Miscellaneous
In Doctor's Office or Hospital Out-Patient.....	100% of U & C, not to exceed \$500
Registered or Licensed Nurse, when prescribed.....	100% of U & C
Ambulance to initial treatment facility.....	100% of U & C
Prescribed Drugs and Medicines.....	100% of U & C, not to exceed \$200
Eyeglasses, Contact Lenses, Hearing Aids-Replacement when damaged in conjunction with a covered injury requiring.....	medical treatment.....
	100% of U & C, not to exceed \$250

Dental Services (Including dental X-Rays)

Treatment, Repair or replacement of injured natural teeth.....	7.....100% of U & C, not to exceed \$500 / tooth
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LEASE

This Lease is made between the CANUTILLO INDEPENDENT SCHOOL DISTRICT ("Lessor") and Project BRAVO, Inc. ("Lessee") as of this _____ day of _____, 2007.

1. **PREMISES.** Lessor hereby leases to Lessee Room Number 110 located in the Student Support Division at 7000 5th Street, Canutillo, Texas 79835 (the "Premises").
2. **TERM.** The term of this Lease shall commence on _____, 2007 and shall continue until _____, 2010. At the end of the initial term, this Lease shall be renewed automatically each year for one year terms. At any time during the initial three (3) year term or any subsequent one year terms, either party hereto may terminate this Lease by giving the other party thirty (30) days written notice.
3. **RENT.** Lessee shall pay as rent the sum of \$700.00 per month in advance, payable on the first day of each month beginning on _____, 2007. The rent shall be delivered to the Lessor's Central Office located at 7965 Artcraft, El Paso, Texas 79932.
4. **USE.** The Premises shall be used and occupied by Lessee in conjunction with services provided by Lessee. Services provided by Lessee include, but are not limited to, the following: information and referral, Adult Basic Education, HUD-certified housing counseling, patient assistance program, employment placement, case management, weatherization assistance, neighborhood improvement association group meetings, utility assistance, affordable housing, community outreach, and other direct services.
5. **UTILITIES.** Lessor shall furnish at Lessor's sole cost all customary and necessary utilities to the Premises including, but not limited to, electricity, water, sewerage, gas, heat, air conditioning and internet service.
6. **DEFAULT.** In the event Lessee or Lessor shall fail to perform or observe any provisions of this Lease and fail to remedy same within thirty (30) days after written notice by the other party, such failure shall constitute a default under this Lease. Upon default and failure to cure, the non-defaulting party shall have the right to immediately terminate the Lease Agreement and option to exercise any and all rights to remedies authorized by law.
7. **COMPLIANCE WITH LAW.** Lessee shall comply with all applicable laws, rules, regulations and ordinances with respect to the use of the Premises.
8. **INSURANCE.**
 - A. **Property Insurance.** Lessee shall obtain property insurance covering the value of all furniture, fixtures and equipment owned by Lessee and located on the Premises. Lessor shall have no liability or responsibility for any loss or damage to Lessee's furniture, fixtures and equipment on the Premises whether caused by casualty loss or any other cause. Lessee shall bear all risk of furniture, fixtures and equipment. Lessor will insure the building.
 - B. **Liability Insurance.** Lessee shall procure and maintain a policy or policies of general liability insurance, insuring both Lessor and Lessee, against all claims, damages or actions arising out of or in connection with Lessee's use or occupancy of the Premises, or by the condition of the Premises, the limits of such policy or policies to be in an amount not less than \$1,000,000 combined single limit.
9. **INDEMNIFICATION.** Lessee shall indemnify and hold Lessor harmless from any and all claims, actions, demands, liability or expenses arising from or related to the use or occupancy of the Premises, any occurrence in, upon or at the Premises, any act by Lessee, its agents, representatives, invitees or other persons on the Premises with the acquiescence or consent of Lessee, or arising out of any breach of the Lease. In the event Lessor shall, without fault on its part, be made a party to any litigation brought against

Lessee or arising from Lessee's use and occupancy of the Premises, then Lessee shall protect and hold Lessor harmless and pay all costs and expense incurred or paid by Lessor or in connection with litigation, which shall include reasonable attorney's fees, expert witness fees and other reasonable fees incurred by Lessor in enforcing the provisions of this Lease or defending itself against any claim arising hereunder.

10. LESSOR'S GOVERNMENTAL IMMUNITY AND NONLIABILITY. Lessor does not waive its governmental immunity. Neither Lessor, nor Lessor's Board of Trustees, employees or agents shall be liable, and Lessee hereby waives all claims for damages sustained by Lessee resulting directly or indirectly from any act or omission of any person in and about the Premises or resulting from Lessee's use of the Premises.

11. MISCELLANEOUS.

A. Assignment Prohibited. This Lease may not be assigned nor may any portion of the Premises by subleased without the prior written consent of Lessor.

B. Entire Agreement. This Lease constitutes the entire agreement between the parties and supercedes any and all prior agreements or understandings, whether written or oral, respecting the subject matter hereof.

C. Notices. Any notice required hereunder to be given, shall be given in writing either by personal delivery or by registered or certified mail, postage prepaid, return receipt requested, to the address of the parties set forth below.

Lessor
Canutillo ISD
P.O. Box 100
Canutillo, TX 79835

Lessee
Project BRAVO
P.O. Box 3445
El Paso, TX 79923

D. Counterparts. This Lease is being executed in multiple counterparts each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Signed in El Paso, Texas as of the date first shown above:

LESSOR:

LESSEE:

CANUTILLO I.S.D.

PROJECT BRAVO, INC.

By: _____
Sergio Coronado, President
Board of Trustees

By: _____
Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM:

REVIEWED FOR FORM:

LARRY A. BASKIND, GENERAL COUNSEL
CANUTILLO I.S.D.

By: _____

Date: _____