

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held August 14, 2007, 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
 - C. "Pledge of Allegiance to the United States Flag" 4
 - D. "Texas Pledge of Allegiance" 5
 - E. "CISD Mission Statement" 6
 - F. Approval of Minutes
 1. Regular Board Meeting 7/18/07 7
 2. Special Board Meeting 7/24/07 24
 3. Special Board Meeting 7/31/07 32
 - G. Communications (Thirty Minute Open Forum)
 1. General Comments Portion
 2. Complaints Portion
 - H. Board of Trustee Business
 1. Consider changing election dates for Board of Trustees and changing terms of office for Board Members to comply with changes in election laws
 2. Announcement of Safety Award Winners for the 2006~2007 School Year 38
 - I. Committee Reports
 1. Finance/Audit Committee - Mr. Lerma, Chairperson (August 8)
 2. Personnel Committee - Mr. Arellano, Chairperson (July 24) 39
 3. Policy Committee - Mrs. Sanchez, Chairperson (July 31)
 - J. Consent Agenda
 1. Budget Amendments 40
 2. Approval of Truth-In Taxation and Budget Calendar 55
 3. Approval of broadcast rights agreement between Canutillo ISD and HS Sports TV, Inc. 56
 4. Request of approval of waiver application for TAKS testing 66
 5. Approval of TASB Policy Update 80, affecting local policies (first reading): 67
 - a. BBFA (Local): Ethics - Conflict of Interest Disclosures
 - b. CPC (Local): Office Management - Records Management

c.	DBA (Local): Employment Requirements and Restrictions - Credentials and Records	
d.	DBD (Local): Employment Requirements and Restrictions - Conflict of Interest	
e.	DC (Local): Employment Practices	
f.	DCD (Local): Employment Practices - At-Will Employment	
g.	DCE (Local): Employment Practices - Other Types of Contracts	
h.	DEAA (Local): Compensation and Benefits - Incentives and Stipends	
i.	DFBB (Local): Term Contracts - Nonrenewal	
j.	DH (Local): Employee Standards of Conduct	
k.	DN (Local): Performance Appraisal	
l.	EEJB (Local): Individualized Learning - Credit by Examination Without Prior Instruction	
m.	EIF (Local): Academic Achievement - Graduation	
n.	FNCA (Local): Student Conduct - Dress Code	
6.	Adoption of revision to Board Policy DBB (Local): Employment Requirements & Restrictions: Medical Examinations & Communicable Diseases (second reading)	80
7.	Approval of revision to Board Policy EIF (Local): Academic Achievement - Graduation (first reading)	84
8.	Approval of revision to Board Policy GKG (Local): Community Relations - School Volunteer Program (first reading)	87
9.	Approval of revision to Board Policy DC (Local): Employment Practices (first reading)	89
10.	Approval of Student Code of Conduct - Emergency Adoption in 1st Reading	93
11.	Approval of Board Policy FNA (Local): Student Expression - Emergency Adoption on 1st Reading	94
12.	Approval of revision to Board Policy DEA (Local): Compensation and Benefits - Salaries, Wages & Stipends (first reading)	95
13.	Approval of revision to Board Policy FL (Local): Student Records (first reading)	100
14.	Annual review of CDA (Local): Other Revenues - Investments	105
15.	Approval of Bid #07-35 for the Sale of Excess Land	109
16.	Approval of District Insurance Packet Interlocal Renewal	111
K.	Reports	
1.	Superintendent's Report	
a.	Opening of 2007~08 School Year	
2.	Financial and Warrant List for June 21-July 25, 2007 in the amount \$2,641,205.61	124
3.	Other Reports	
a.	Update on Preliminary Budget 2007~08 - Tony Reza	
2.	Instruction and Student Affairs	
A.	Statement of Impact regarding Charter Schools	125
3.	Personnel	

A. Administrative Personnel Actions (no Board action required - information item only)	126
1. Superintendent approved employment of personnel (no Board action required)	
2. Superintendent approved position changes for personnel (no Board action required)	
3. Superintendent acceptance of resignations from personnel (no Board action required)	
4. Superintendent acceptance of requests for retirement	
5. Employment Termination of Personnel (no Board action required)	
a. NONE	
4. Business and Finance	
A. Discussion on building specifications for construction of Canutillo High School Marquee	
B. Request for use of Plaza at Canutillo High School by Mision de Garcia Church on 9/8/07	131
C. Resolution to become a member of the Rio Grande Council of Governments	132
D. Consider proposal by First Savings Bank for scholarship fund	
E. Review and possible approval of fee schedule for facilities use	147
F. Resolution to approve Texas Term as an Investment Option	151
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.



Pledge of Allegiance to the United States Flag

***I pledge allegiance to the flag of the United States of America
and to the republic for which it stands:
one nation under God, indivisible,
with liberty and justice for all.***

When reciting the pledge of allegiance, civilians should stand at attention or with the right hand over the heart. Men should remove their hats. Armed services personnel in uniform face the flag and give the military salute.



**"Honor the
Texas flag; I
pledge
allegiance to
thee, Texas, one
state under God,
one and
indivisible."**



MISSION STATEMENT

Canutillo I.S.D. will be a model of quality education to assure all students graduate on time and are prepared for higher education to become productive and responsible citizens.

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Regular Meeting Board of Trustees		
								Wednesday, July 18, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas		
								Item:	Reference:	
Present	X	X	X			X	X	1. General Functions A. Call to Order at 6:10 p.m. B. Roll Call (Mrs. Jordan was absent and Mr. Lerma arrived at 6:36 p.m. during the deliberation of agenda item H. 2. <i>"Discussion of sessions attended by Board Members at the Summer Leadership Institute in San Antonio, June 13-16, 2007"</i>) C. "Pledge of Allegiance to the United States Flag" Mr. Arellano led the group in reciting the Pledge of Allegiance to the United States Flag. D. "Texas Pledge of Allegiance" Mr. Fietze led the group in reciting the Texas Pledge of Allegiance. E. "CISD Mission Statement" Mr. Rodriguez read the CISD Mission Statement into the record: <i>Canutillo I.S.D. will be a model of quality education to assure all students graduate on time and are prepared for higher education to become productive and responsible citizens.</i>	5	
									6	
									7	

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Regular Meeting Board of Trustees	
								Wednesday, July 18, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
	MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ	MRS. SANCHEZ		
Motion	X							F. Approval of Minutes	
Second						X		Minutes for the meetings of:	
Ayes	X	X	X			X	X	1. Regular Board Meeting 6/12/07	8
Nays								2. Special Board Meeting 6/18/07	23
Abstain								3. Special Board Meeting 6/25/07	27
								4. Special Board Meeting 7/10/07	31
								Motion to approve the minutes as presented (with reading waived), passed.	
								G. Communications (Thirty Minute Open Forum)	
								1. General Comments Portion	
								No audience member requested to address the Board under this agenda item.	
								2. Complaints Portion	
								No audience member requested to address the Board under this agenda item.	
									Regular Bd. Mtg. Minutes Page 2

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Regular Meeting Board of Trustees	
								Wednesday, July 18, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
	MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ	MRS. SANCHEZ	4. Instruction/Student Services Committee - Mrs. Jordan, Chairperson (June 26)	39
								Mr. Fietze, Instruction/Student Services Committee Member, reported that at the June 26 meeting, the Committee received an update regarding (1) Textbook accountability procedures and policies, (2) District Truancy Program, (3) Student Graduation Plans, and (4) High School Student Handbook.	
								J. Consent Agenda	
								1. Budget Amendments	43
								2. Approval of request from Harvest Christian Church to utilize CHS facilities	55
								3. Approval of resolution to become a member of the Rio Grande Council of Governments	56
								4. Specialty Food Items RFP #07-34	71
								5. Purchase of Ramp Systems (Contract 256-06)	72
								6. CHS Field House, Cabling Infrastructure RFP#07-31	76
								7. Revision of GKD (Local) Community Relations, Nonschool Use of School Facilities (second reading)	77
								8. Review of revision to Board Policy DBB (Local) Employment Requirements & Restrictions: Medical Examinations & Communicable Diseases (first reading)	81
Motion	X							Motion to approve consent agenda items 1, 4, 7 and 8, passed.	
Second						X			
Ayes	X	X	X		X	X	X		
Nays									
Abstain									
									Regular Bd. Mtg. Minutes Page 5

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Regular Meeting Board of Trustees	
								Wednesday, July 18, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
Motion				X				Motion to approve the request from Harvest Christian Church to utilize CHS facilities, passed.	
Second							X		
Ayes	X	X	X				X		
Nays							X		
Abstain						X			
Motion							X	Motion to postpone this item (<i>Agenda Item 3 – Approval of resolution to become a member of the Rio Grande Council of Governments</i>) to another date until an actual presentation or more information can be done, passed.	
Second			X				X		
Ayes	X	X	X		X	X	X		
Nays									
Abstain									
Motion	X							Motion to approve the purchase of the ramp systems (Contract 256-06) in the amount of \$27,135.00, passed.	
Second							X		
Ayes	X	X			X	X	X		
Nays			X						
Abstain									
Motion	X							Motion to approve CHS Field House, Cabling Infrastructure RFP #07-31, passed.	Regular Bd. Mtg. Minutes Page 6
Second							X		
Ayes	X	X			X	X	X		
Nays			X						
Abstain									

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ	MRS. SANCHEZ	Regular Meeting Board of Trustees Wednesday, July 18, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
							Item:	Reference:
							Brisa Clary Bilingual Dual Teacher, DDE, Effective 8/20/07	
							Elizabeth Del Val Monolingual Teacher, GES, Effective 8/20/07	
							Adrian Flores PE Teacher, GES, Effective 8/20/07	
							Marisela Grado PE Teacher, GES, Effective 1/7/08	
							Debra Kerney Instructional Coordinator, GES, Effective 8/15/07	
							Torsten Knauerhase Monolingual Teacher, DDE, Effective 8/20/07	
							Ana Magallanes PE Teacher, CES, Effective 8/20/07	
							Raul Pastran Maintenance/Grounds, Effective 7/9/07	
							Pablo Ramirez Maintenance/Grounds, Effective 6/25/07	
							Veronica Sanchez Bilingual Teacher, GES, Effective 8/20/07	
							Emma (Kitty) Spalding Librarian/Media Specialist, GES, Effective 8/20/07	Regular Bd. Mtg. Minutes Page 10

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Regular Meeting Board of Trustees	
								Wednesday, July 18, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
								5. Employment Termination of Personnel (no Board action required)	
								This information was provided to the Board of Trustees under a separate confidential cover.	
								4. Business and Finance	
								A. Acceptance of Donations	90
								<i>Mr. Lerma departed the public meeting at 10:40 p.m. during the deliberation of this agenda item. With the consent of the Board, agenda items 4.A., 4.B. and 4.C. were taken out of order and deliberated prior to adjournment of the public meeting.</i>	
Motion						X		Motion to accept from Desert Communication donation of two palm pilots to the valedictorian and salutatorian of the 2007 graduating seniors, passed.	
Second	X								
Ayes	X	X	X			X	X		
Nays									
Abstain									
								B. Interlocal Agreement for Health Services with San Elizario ISD	
Motion	X							Motion to approve the interlocal agreement for health services with San Elizario ISD, passed.	
Second						X	X		
Ayes	X	X	X			X	X		
Nays									
Abstain									
									Regular Bd. Mtg. Minutes Page 14

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Regular Meeting Board of Trustees								
								Wednesday, July 18, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas								
								MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ	MRS. SANCHEZ	Item:	Reference:
														E. Consider authorizing issuance of tax maintenance notes		
Motion	X													Motion that the Board authorize the issuance of tax maintenance notes in the amount of 1.9 million dollars, failed.		
Second																
Ayes	X						X	X								
Nays		X	X						X							
Abstain																
Motion							X							Motion that the Board authorize the issuance of 1.5 million dollar tax maintenance notes, failed due to lack of a second.		
Motion	X													Motion that the Board authorize the issuance of tax maintenance notes in the amount of \$1.9 million for a ten year debt service (number of years of debt service can be changed), passed.		
Second																
Ayes	X	X					X	X	X							
Nays			X													
Abstain																
														5. Administration		
														A. NONE		
															Regular Bd. Mtg. Minutes Page 16	

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Special Meeting Board of Trustees		
								Tuesday, July 24, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas		
								Item:	Reference:	
Present	X	X	X	X	X	X	X	<p>1. General Functions</p> <p style="padding-left: 20px;">A. Call to Order at 6:18 p.m.</p> <p style="padding-left: 20px;">B. Roll Call (Mr. Lerma was absent.)</p> <p style="padding-left: 20px;">C. Board of Trustee Business</p> <p style="padding-left: 40px;">1. Selection of TASB Delegate and Alternate</p> <p>Mr. Coronado asked for volunteers to represent the district as TASB Delegate and Alternate. Mrs. Sanchez volunteered to represent the district as the TASB Delegate. Mrs. Jordan also volunteered to serve as Alternate.</p> <p>Mr. Coronado declared that by unanimous consent of the Board, Mrs. Sanchez would serve as TASB Delegate and Mrs. Jordan would serve as Alternate.</p> <p style="padding-left: 40px;">2. Discussion regarding election law changes pertaining to School Board Trustee Election</p> <p>There was a considerable amount of deliberation on this item. Mr. Baskind reiterated the Board’s options on this matter. In respect to the date for election for Board of Trustees:</p> <ul style="list-style-type: none"> • May Uniform Election Date every year (conducted jointly with the Town of Vinton) • May Uniform Election Date in odd numbered years commencing 2009 (conducted jointly with City of El Paso) • November Uniform Election Date in even numbered years commencing 2008 (conducted on the same date as the general election for state and county officials) 	4	

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Special Meeting Board of Trustees	
								Tuesday, July 24, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
		MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ		
							MRS. SANCHEZ		
Motion		X							
Second							X		
Ayes		X	X				X		
Nays				X	X				
Abstain							X		
								<p>Item:</p> <p>In respect to the terms of office for Board Members, the Board has the following options:</p> <ul style="list-style-type: none"> • Three year terms or • Four year terms <p>Mr. Arellano reminded the Board election was moved to increase voter participation which was achieved in November 2006.</p> <p>Motion to keep the election in November, even numbered years commencing 2008 (<i>conducted on the same date as the general election for state and county officials</i>) and change the terms of office to four years, failed.</p> <p>With the consent of the Board, Mr. Coronado, President suspended the rules pertaining to audience participation to allow for input from the public.</p> <p>Mr. Art Gallegos addressed the Board on the election law changes referenced in a letter from Mr. Baskind. Mr. Gallegos has several questions and wanted to know how the district would handle “vacancies” on the board. Mr. Baskind answered questions and concerns posed by Mr. Gallegos. Mr. Gallegos stated that he concurred with the motion made by Mr. Arellano regarding moving the election to November and changing the terms of office for Board Members to four years.</p>	<p>Reference:</p> <p>Special Board Mtg. Minutes Page 2</p>

**MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES**

MEMBERS

								Special Meeting Board of Trustees	
								Tuesday, July 24, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
								No other audience member addressed the Board.	
								Mr. Frietze urged the Board to conduct a public hearing to solicit audience participation on this subject. Mr. Frietze felt that the election should be moved to May with the Town of Vinton and that the terms of office remain at three years. After the motion was defeated, Mr. Coronado announced that a special board meeting would be scheduled in August in order to solicit public comments.	
								D. Consent Agenda	
								1. Creation of Positions (1 custodian & 1 teacher)	5
								2. Budget Amendments	10
								3. Easement for a Portion of Tract 9A, Block 13, Upper Valley Survey, El Paso County, Texas WR #DT002686 as requested by El Paso Electric Company	14
								4. Contract with Linebarger Goggan Blair & Sampson, LLP for 2006 Property Value Study Appeal	16
								5. Renewal of Third Party Administrator of Workers' Compensation RFP #05-11	
Motion	X							Motion to approve consent agenda items 1, 2, 3, and 5, passed.	
Second									
Ayes	X	X	X	X	X	X	X		
Nays									
Abstain									
									Special Board Mtg. Minutes Page 3

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Special Meeting Board of Trustees	
								Tuesday, July 24, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
	MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ	MRS. SANCHEZ		
Motion	X							4. Business and Finance	
Second						X		A. Consider Amendment No. 1 to Construction Management Agreement with Banes for Field House Project (establishing Guaranteed Maximum Price)	
Ayes	X					X	X	<i>With the consent of the Board the agenda was take out of order, agenda items 4.B., 4.A. and 4.C. were deliberated following the presentation of the Quarterly Investment Report.</i>	
Nays			X	X				Motion to approve Amendment No. 1 to Construction Management Agreement with Banes for Field House Project and establish Guaranteed Maximum Price of \$2,983,956.00, failed.	
Abstain		X							
								Mr. Coronado, Board President incorrectly announced that the motion had passed. Mr. Baskind, Legal Counsel corrected Mr. Coronado’s statement and noted that the motion had not passed. Mr. Baskind further stated that in order for the motion to pass a majority of four votes were needed, since six members were present. In this particular case, three members voted “yes”, two members voted “no” and another member had abstained, therefore a majority of the vote was not achieved. Mr. Baskind clarified that until the Board President announced the correct result, the motion and vote is still open.	
								Mr. Coronado asked if the Board could be polled again and Mr. Baskind responded affirmative. Mr. Baskind further reiterated that if someone is not present, leaves the room it changes the number.	Special Board Mtg. Minutes Page 5

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Special Meeting Board of Trustees		
								Tuesday, July 24, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas		
								Item:	Reference:	
		MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ			
							MRS. SANCHEZ			
Ayes		X					X	X	<p>Mr. Coronado then reopened the floor for further debate. At 8:29 p.m. Mr. Coronado excused himself from the meeting and asked Mr. Arellano to preside over the meeting during his absence.</p> <p>Mr. Arellano requested that the Board vote again on the same motion. Mr. Arellano requested that the record reflect that there were five board members present.</p> <p><i>Motion to approve Amendment No. 1 to Construction Management Agreement with Banas for Field House Project and establish Guaranteed Maximum Price of \$2,983,956.00, passed.</i></p> <p style="text-align: center;">B. Approval of Administrative Services Agreement with Blue Cross Blue Shield of Texas</p> <p>Motion to approve the Administrative Services Agreement with Blue Cross Blue Shield of Texas, passed.</p>	<p>Special Board Mtg. Minutes Page 6</p>
Nays			X	X						
Abstain										
Motion							X	X		
Second										
Ayes		X	X	X	X		X	X		
Nays										
Abstain										

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

	MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ	MRS. SANCHEZ	<p>Special Meeting Board of Trustees</p> <p>Tuesday, July 24, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas</p>	
								Item:	Reference:
								<p>5. Administration A. NONE</p> <p>6. Adjournment</p> <p>Adjournment of the public meeting at 9:25 p.m. was done by unanimous consent.</p>	<p>Special Board Mtg. Minutes Page 8</p>

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Special Meeting Board of Trustees		
								Tuesday, July 31, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas		
								Item:	Reference:	
Present	X	X	X	X	X	X	X	<p>1. General Functions</p> <p style="padding-left: 20px;">A. Call to Order at 6:08 p.m.</p> <p style="padding-left: 20px;">B. Roll Call (Mr. Coronado was absent.)</p> <p>Mr. Arellano, Board Vice-President presided over the meeting. Mr. Arellano wanted the record to reflect that Mr. Coronado had called to let him that that he would be unable to attend the meeting.</p> <p style="padding-left: 40px;">C. Consent Agenda</p> <p style="padding-left: 80px;">1. Approval of Statement of Impact regarding Charter Schools</p> <p>Mr. Fietze requested that this item be pulled from the consent agenda. Ms. Dow stated the El Paso Education Initiative, Inc. intends to submit an application to the State Board of Education for two open-enrollment charter schools. Canutillo ISD is receiving this information because the proposed charter schools’ designated geographic boundary overlaps with CISD boundaries. Ms. Dow stated that it was Administration’s recommendation that the Board approve the statement of impact since the proposed open-enrollment charter schools are not expected to adversely impact the district to a significant degree.</p> <p>After a considerable amount of deliberation, Mr. Fietze wanted the record to reflect that he did not feel that the Board had sufficient information in order to judge whether or not these open-enrollment charter school would adversely impact the school district.</p>	4	

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Special Meeting Board of Trustees	
								Tuesday, July 31, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
	MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ	MRS. SANCHEZ		
Motion						X		<p>Motion to approve the statement of impact regarding Charter Schools, failed.</p> <p style="text-align: center;">D. Reports</p> <p style="padding-left: 40px;">1. Presentation on Preliminary Budget for 2007~08</p> <p>Mr. Reza made a report on the preliminary budget for 2007~08.</p> <p style="padding-left: 40px;">2. Report and Discussion on Possible Tax Roll Back Election</p> <p>Mr. Reza and Mr. Baskind reported on procedures and the calendar of events on the possible tax roll back election. The election will be held on Tuesday, November 6, 2007. If it is determined that a tax roll back election is needed, the election will be called on August 27th, at the same meeting where the budget is adopted and the tax rate is set. If the tax rate is set in excess of \$1.04 per \$100 valuation, then an election for a tax roll back is required. Mr. Baskind read the proposition which will be used for the tax roll back election asking the voters to be able to set the tax rate at \$1.08 per \$100 valuation.</p>	<p>Special Board Mtg. Minutes Page 2</p>
Second					X				
Ayes	X				X	X			
Nays			X	X					
Abstain							X		

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Special Meeting Board of Trustees	
								Tuesday, July 31, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
	MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ	MRS. SANCHEZ		
Motion						X		<p>Motion to approve the Counselor/Diagnostician salary schedule developed by TASB study, passed</p> <p>4. Business and Finance</p> <p>A. Review of motion and action taken on 7/24/07 to approve Amendment No. 1 to Construction Management Agreement with Banes for Field House Project which established Guaranteed Maximum Price</p> <p>Mrs. Jordan stated that she had placed this item on the agenda for clarification. Mr. Baskind explained the action taken by the Board in respect to approval of this item. Mr. Baskind stated that there were six members of the Board present. A majority of the Board would be four members, in other words it would require four members to cast an affirmative vote to pass a motion. A motion was made and seconded. Three members were voted in favor of the motion, two members voted against the motion and one member abstained. The Board President then declared that the motion had passed. Mr. Baskind informed him that the motion had not passed and that until the Board President correctly declares the results, the motion remains on the table. At this point deliberation began by the board. The Board President then announced that he needed to leave the table which changed the number of board members present to five. Vice-President Arellano then took over the meeting and the board members were asked to cast another vote with the same motion. This time the motion passed with three members voting for the motion and two members voting against it.</p>	<p>Special Board Mtg. Minutes Page 4</p>
Second					X				
Ayes	X			X	X	X			
Nays			X				X		
Abstain									

MINUTES
CANUTILLO INDEPENDENT SCHOOL DISTRICT
PUBLIC MEETING OF THE BOARD OF TRUSTEES

MEMBERS

								Special Meeting Board of Trustees	
								Tuesday, July 31, 2007 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								Item:	Reference:
	MR. ARELLANO	MR. CORONADO	MR. FRIETZE	MRS. JORDAN	MR. LERMA	MR. RODRIGUEZ	MRS. SANCHEZ		
Motion			X					<p>It is Mr. Baskind’s opinion that the action taken by the Board previously is correct and in adherence to “Robert’s Rules of Order.”</p> <p>Mr. Baskind also offered several solutions:</p> <ul style="list-style-type: none"> • the Board could let the previous motion stand • the Board could ratify the previous motion; or • the Board could rescind the previous motion <p>Motion to rescind the approval of the Amendment No. 1 to Construction Management Agreement with Baner for Field House Project which established Guaranteed Maximum Price, failed.</p> <p>5. Administration A. NONE</p>	<p>Special Board Mtg. Minutes Page 5</p>
Second				X					
Ayes			X	X		X			
Nays	X				X	X			
Abstain									

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

Agenda Item: _____ Date: July 19, 2007

Subject: Safety award winners for the 2006-2007 school year.

Presented By: Renee O'Donnell Consent Agenda _____

ACTION

1. BACKGROUND INFORMATION:

Announcement of the Safety award winners for the 2006-2007 school year

Campus: Jose Alderete Middle School

Department: Central Office

2. SUPERINTENDENT RECOMMENDATION:

3. BOARD ACTION REQUESTED:

The Board of Trustees approves _____

MOTION: _____ SECOND: _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

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

Renée Rios O'Donnell
Exec. Dir., Human Resources

(915) 877-7400
FAX (915) 877-7407
rodonnell@canutillo-isd.org

PERSONNEL COMMITTEE MEETING MINUTES July 24, 2007

Location: Administration Building
Time: 6:10 p.m. – 6:15 p.m.

Board Committee Members Present: Mr. Arellano, Ms. Jordan, Mr. Rodriguez
Other Board Members Present: Mr. Coronado, Mr. Fietze, Ms. Sanchez
Others Present: Art Gallegos, Irma Gallegos, Larry Baskind, Yusuf Farran, Max Padilla, Alfredo Vasquez, Renee O'Donnell, and Pam Padilla

The meeting was called to order at 6:10 p.m.

3A Creation of Positions

1. **Custodian, Alderete Middle School**
2. **Foreign Language Teacher – Spanish, Canutillo High School**

Ms. O'Donnell presented the creation of position of Custodian at Alderete Middle School. She reported that the construction to Alderete Middle School was almost complete, and an approximate square footage of 20,000 square feet would be added to the current facility, thus requiring an additional custodian.

Ms. O'Donnell also reported that an additional Spanish Teacher was needed at Canutillo High School. Administration recommended that both positions be recommended to the board.

After some deliberation the committee moved to recommend the creation of one (1) Foreign Language Teacher at Canutillo High School and one (1) Custodian at Alderete Middle School to the board.

3B Comments/Input from Community Members on Items Discussed by Personnel Committee

None

Adjournment: Motion to adjourn by unanimous consensus.

Meeting adjourned at 6:15p.m.

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

Agenda Item: _____

Date: August 14, 2007

Subject: Division for Student Improvement – BJE # 4293

Presented By: Tony Reza

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The enclosed budget amendment is to reallocate funds from functions 11 and 13 to function 21 to provide funds to purchase supplies for the student improvement office and the testing coordinator.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION _____ SECOND _____

AYES _____ NAYS _____

Date: 7/25/07

Reason:

FUNDING SOURCE: LOCAL FUNDS

PURPOSE OF AMENDMENT: THE AMOUNT PREDICTED FOR SUMMER CURRICULUM WRITING WAS ESTIMATED TOO HIGH. ONLY ABOUT ONE-FOURTH OF THE TEACHERS EXPECTED TO WRITE CURRICULUM ATTENDED THE CURRICULUM WORKSHOPS. I WOULD LIKE TO AMEND THE BUDGET AND MOVE THE FUNDS FROM EXTRA DUTY PAY TO FIXED ASSETS AND GENERAL SUPPLIES.

HOW WILL THIS IMPACT EDUCATION: THE FUNDS WILL BE USED TO BUY TECHNOLOGY FOR CENTRAL OFFICE AND CLASSROOMS. SOME SCHOOLS WILL RECEIVE A STUDENT RESPONSE SYSTEM, AN INNOVATIVE INSTRUCTIONAL DEVICE, TO IMPROVE INSTRUCTION AND INCORPORATE TECHNOLOGY IN THE CLASSROOM.

WHAT CAMPUS OR DISTRICT GOALS WILL BE MET: GOALS SUPPORTED ARE 1, 2, 5, & 6

Mode: **Lookup**

Cancel? N

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director Business Services

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Division for Student Improvement - BJE # 4293

DATE: August 8, 2007

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6399.00.916.7.11 General Supplies	14,854.00	(2,732.52)	12,121.48
199.13.6118.00.916.7.99 Extra Duty Pay	13,041.00	(12,024.95)	1,016.05
199.21.6398.00.916.7.99 Fixed Assets - Technology	9,103.00	10,000.00	19,103.00
199.21.6399.00.916.7.99 General Supplies	6,099.00	4,757.47	10,856.47

REASON FOR AMENDMENT REQUEST - This budget amendment is to reallocate funds from functions 11 and 13 to function 21 to provide funds to purchase supplies for student performance office and for testing coordinator.



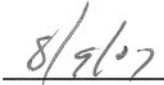
Superintendent



Executive Director Business Services



Date



Date

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

Agenda Item: _____

Date: August 14, 2007

Subject: Career & Technology Department – BJE # 4299

Presented By: Tony Reza

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The enclosed budget amendment is to reallocate funds from function 13 to function 11 to provide funds to purchase supplies for the CATE teachers.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION _____ SECOND _____

AYES _____ NAYS _____

Date: 7/26/07

Reason:

FUNDING SOURCE: STATE CAREER & TECHNOLOGY FUNDS

PURPOSE OF AMENDMENT: TO REALLOCATE FUNDS TO PURCHASE SUPPLIES & MATERIALS FOR CATE TEACHERS.

HOW WILL THIS IMPACT EDUCATION: THIS WILL IMPROVE THE CATE PROGRAM FOR STUDENT SUCCESS

DISTRICT/CAMPUS GOALS TO BE MET: ALL GOALS WILL BE MET

Mode: **Change**

F3=Exit

F5=Reset F12=Cancel

Cancel? N

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director Business Services


FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Career & Technology Department- BJE# 4299

DATE: August 8, 2007

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.13.6411.69.917.7.22 Employee Travel	4,910.00	(378.17)	4,531.83
199.13.6499.00.917.7.22 Misc Operating Expense	1,117.00	(968.25)	148.75
199.11.6399.69.917.7.22 General Supplies	21,179.00	1,346.42	22,525.42

REASON FOR AMENDMENT REQUEST - This budget amendment is to reallocate funds from function 13 to function 11 to provide funds for supplies for ~~Cate~~ teachers.



Superintendent



Executive Director Business Services

8-9-07
Date

8/8/07
Date

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

Agenda Item: _____

Date: August 14, 2007

Subject: Business Services Division – BJE # 4323

Presented By: Tony Reza

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The enclosed budget amendment is to reallocate funds from function 52 to function 32 to provide funds to purchase a vehicle for the district truant officer.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION _____ SECOND _____

AYES _____ NAYS _____

JUL BJE 4323 Title: FUNDS FOR VEHICLE FOR TRUANT OFFICER

Date: 7/28/07

Reason:

FUNDING SOURCE: LOCAL FUNDS

PURPOSE OF AMENDMENT: TO PROVIDE A DISTRICT VEHICLE FOR THE TRUANT OFFICER.

HOW WILL THIS IMPACT EDUCATION: BY ALLOWING THE TRUANT OFFICER TO CHECK UP ON STUDENTS WHO ARE NOT ATTENDING CLASS.

EDUCATIONAL GOALS MET: THIS WILL ALLOW FOR ALL EDUCATIONAL GOALS TO BE MET.

Mode: **Change**

F3=Exit

F5=Reset F12=Cancel

Cancel? N

TO: Dr. Pam Padilla

THROUGH: Tony Reza, Executive Director Business Services


FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Business Services Division- BJE # 4323

DATE: August 8, 2007

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.52.6299.00.999.7.99 Misc Contracted Svcs	17,360	(14,000.00)	3,360.00
199.32.6631.00.999.7.99 Vehicles	-	14,000.00	14,000.00

REASON FOR BUDGET AMENDMENT REQUEST: To reallocate funds from function 52 to function 32 to provide funds to purchase a vehicle for the district truant officer.



Superintendent

8-9-07
Date



Executive Director Business Services

8/5/07
Date

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

Agenda Item: _____

Date: August 14, 2007

Subject: Business Services Division – BJE # 4349

Presented By: Tony Reza

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The enclosed budget amendment is to reallocate funds from function 36 to function 41 to provide funds to pay for legal fees for the last two months of the fiscal year.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION _____ SECOND _____

AYES _____ NAYS _____

AUG BJE 4349 Title: FUNDS NEEDED FOR LEGAL FEES

Date: 8/03/07

Reason:

PURPOSE: FUNDS ARE NEEDED TO PAY FOR LEGAL SERVICES FOR THE LAST TWO MONTHS OF THE FISCAL YEAR.

FUNDING: FROM THE OPERATING FUND.

HOW WILL THIS IMPACT EDUCATION: IT WILL ALLOW THE DISTRICT TO MEET ALL LEGAL REQUIREMENTS.

EDUCATIONAL GOALS TO BE MET: ALL EDUCATIONAL GOALS WILL BE MET

Mode: **Lookup**

Cancel? N

TO: Dr. Pam Padilla

THROUGH: Tony Reza, Executive Director Business Services

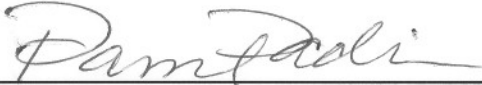
FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Business Services Division- BJE # 4349

DATE: August 8, 2007

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.36.6118.60.999.7.99 Extra Duty Pay - UIL	54,050	(20,000.00)	34,050.00
199.41.6211.00.701.7.99 Legal Services	90,000.00	20,000.00	110,000.00

REASON FOR BUDGET AMENDMENT REQUEST: To reallocate funds from function 36 to function 41 to provide funds to pay for legal fees for the last two months of the fiscal year.



Superintendent

8-9-07
Date



Executive Director Business Services

8/7/07
Date

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

Agenda Item: _____

Date: August 14, 2007

Subject: Academic Language Services – BJE # 4352

Presented By: Tony Reza

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The enclosed budget amendment is to reallocate funds from function 13 to function 21 to provide funds to pay for extra duty pay for bilingual paraprofessionals.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION _____ SECOND _____

AYES _____ NAYS _____

Date: 8/03/07

Reason:

EXECUTIVE SUMMARY

GRANT AWARD:

GRANT PERIOD: 2006-2007

GRANT OBJECTIVES: TO SUPPLEMENT ACADEMIC INSTRUCTION AND ASSURE ACCURATE PLACEMENT OF EL STUDENT IDENTIFIED FOR PLACEMENT IN THE BILINGUAL/ESL PROGRAM

PURPOSE OF AMENDMENT: REALIGNMENT OF FUNDS TO COVER EXTRA DUTY PAY FOR BILINGUAL PARAPROFESSIONAL WHILE PERFORMING PROGRAM REQUIRED STUDENT DATA INPUT INTO EDUCARE AND TESTING STUDENT ENROLLEES BEFORE SCHOOL BEGINS.

HOW WILL THIS IMPACT EDUCATION: DATA IS PROGRAM REQUIRED FOR EL STUDENT ACADEMIC PROGRESS.

DISTRICT CAMPUS GOALS: WILL ALL BE MET

TO: Pam Padilla, Superintendent

Mode: **Lookup**

Cancel? N

THROUGH: Tony Roca, Executive Director Business Services

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Academic Language Services BJE # 4352

DATE: August 8, 2007

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.13.0431.00.919.7.25 Employee Travel	8,908.00	(2,259.00)	6,649.00
199.21.6128.00.919.7.25 Extra Duty Pay	3,345.00	2,259.00	5,604.00

REASON FOR AMENDMENT REQUEST - This budget amendment is to reallocate funds from function 13 to function 21 to provide funds for extra duty pay for bilingual paraprofessionals.


 Superintendent

8/9/07
 Date


 Executive Director Business Services

8/9/07
 Date

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director Business Services

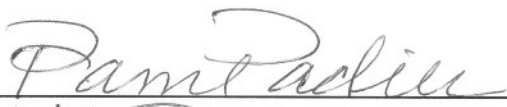
FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Academic Language Services - BJE # 4352

DATE: August 8, 2007

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.13.6411.00.919.7.25 Employee Travel	6,908.00	(2,259.00)	4,649.00
199.21.6128.00.919.7.25 Extra Duty Pay	3,345.00	2,259.00	5,604.00

REASON FOR AMENDMENT REQUEST - This budget amendment is to reallocate funds from function 13 to function 21 to provide funds for extra duty pay for bilingual paraprofessionals.



Superintendent



Executive Director Business Services

8-9-07
Date

8/8/07
Date

Canutillo Independent School District
 Fiscal Year 2007-2008 Preliminary Budget
 Truth in Taxation and Budget Calendar

August-07

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	Select day for public hearing, and to approve budget and tax rate.	9	10	11
12	Copy of notice required by <i>West Texas County Courier</i>	Regular Board meeting-Board approves date to have public hearing and publish tax rate	15	Publish public notice of budget adoption in <i>West Texas Courier</i> Board meeting-Compensation Proposal	17	18
19	20	21	Budget workshop-If needed	23	24	25
26	Public hearing on budget and tax rate and adoption of both	28	29	30	Last day to adopt the budget	31

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

Agenda Item: _____ Date: August 14, 2007

Subject: Approval of boardcast rights agreement between Canutillo ISD and HS Sports TV, Inc.

Presented By: _____ Consent Agenda: XX

ACTION

1. BACKGROUND INFORMATION

The agreement has been reviewed by the school district's legal counsel. Changes suggested by legal counsel have been incorporated into the agreement.

2. SUPERINTENDENT RECOMMENDATION

High schools across El Paso County have a similar agreement with HS Sports TV, Inc. Recommend approval of the agreement.

3. BOARD ACTION REQUESTED:

Motion to approve the broadcast rights agreement with HS Sports TV, Inc. as recommended by the Superintendent.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

MEMO

To: Patsy Mendoza
From: Jim Fry
Subject: Contract with HS Sports TV
Date: June 4, 2007

Attached you will find the contract that was given to us by HS Sports TV. We are interested in working with them on the filming of our athletic events and the exchange via the internet. We (Coach Brooks and I), believe that this will be a beneficial contract for the district as the product that we will receive will allow us to pay for a video person for the games out of the stipend that will be provided by HS Sports TV. In addition, by putting our games on the web, our school will receive greater exposure and parents/family members who are out of town, overseas, stationed in the military, can view the games via the web.

Please contact Coach Brooks for specific questions regarding this contract and overall process.



EXCLUSIVE LIMITED BROADCAST RIGHTS AGREEMENT OVERVIEW



This document is intended to provide a brief overview of the elements outlined in detail as part of the Exclusive Limited Broadcast Rights Agreement utilized by HS Sports TV, Inc. As with any agreement, it is important that you understand your obligations. The following statements are only intended to serve as an overview of the full Agreement and do not represent the agreement in its entirety or will not bstand in place of the full agreement. Our goal at HS Sports TV, Inc. is to offer a premier website and broadcast experience that gives student athletes the exposure they desire and to allow family, friends, alumni and fans the opportunity to be part of your school's athletic tradition.

- This agreement is between a school and/or school district and HS Sports TV, Inc.
- This Agreement facilitates the legal transfer of video rights from school district to HS Sports TV, Inc for the purposes of broadcast and re-distribution.
- Terms: 1 year agreement that renews automatically annually.
- This is an exclusive agreement; however, other broadcast and transfer agreements can remain in place so long as not for video web casting.
- School District confirms that they will allow all games to be available for public view on the HS Sports website(s) at a minimum for at least seven (7) days after an event and all videos to be available for public view upon the completion of a sports season.
- School district, AD, Coaches and Teachers will provide assistance in identifying and hiring a local student or other individual that will be responsible for your High Schools area of the HSsportsTV.net website.
- School District, AD, and Coaches will provide full cooperation and assistance with the student agent working on behalf of HSsportsTV.net. This includes, but is not limited to giving access to the game films, stat sheets, player and team photographs, rosters, schedules, etc.
 - If a game is not filmed by the student working on behalf of HSsportsTV.net, then a good copy of the game film and a stat sheet is to be given to the above agent the following school day after the completion of a contracted for game in order to be posted to the HSsportsTV.net website.

Revised on 1/1/07

CONSENT FOR PHOTOGRAPHING & VIDEO TAPING

(Including but not limited to Cox local channel 21 and video production class projects)

I, the undersigned, being the natural parent (or legal guardian) of _____, a minor, do hereby consent to the photographing and/or videotaping of my son/daughter _____, by the superintendent of USD #431, any employee, volunteer, or student under the supervision of a district employee for any legitimate instructional and educational purposes, including public relations videos and photography demonstrating the educational programs and opportunities available in the school district.

Dated this _____ day of _____, 200____, and valid for the remainder of the 2006-2007 school year or until specifically revoked.

Parent/Guardian

In addition to the above agreement I also consent to the school's use of my son/daughter's image and team information (picture, name, class, position, height, weight (Football/Wrestling), and season statistics, personal honors, etc) on the internet for the purposes of relaying information and promotion of our school and it's activities (including but not limited to the official USD #431 website and the HSSPORTSTV.NET website).

Dated this _____ day of _____, 200____, and valid for the remainder of the 2006-2007 school year and in perpetuity. This agreement will be in effect until specifically revoked in writing by certified mail to the official offices of both USD #431 and HSSPORTSTV.NET.

Parent/Guardian

WANTED



HSSPORTSTV.NET

LOCAL CONTENT MANAGER

**THIS IS A PAID POSITION!
DO YOU LIKE VIDEO PRODUCTION?
ARE YOU PROFICIENT WITH COMPUTERS?
WANT YOUR WORK SEEN ON THE INTERNET?
LIKE \$\$\$\$\$?**

**YOUR SCHOOL IS THE NEWEST MEMBER OF THE
HIGH SCHOOL SPORTS TELEVISION NETWORK AND
WE NEED A LOCAL CONTENT MANAGER.
INTERESTED IN FINDING OUT MORE, TALK TO YOUR
SCHOOLS ATHLETIC DIRECTOR!**

**VISIT US ONLINE AT WWW.HSSPORTSTV.NET AND
PICTURE YOURSELF AS PART OF THE ACTION!**

HS SPORTS TV, INC. IS AN EQUAL OPPORTUNITY EMPLOYER.



EXCLUSIVE LIMITED BROADCAST RIGHTS AGREEMENT



This Exclusive Limited Broadcast Rights Agreement ("this Agreement") is made and entered into by and between:

School District: _____,
County, (City) _____ (State) _____
("School District") and HS Sports TV, Inc. ("HS Sports").

Private School: _____,
County, (City) _____ (State) _____
("School District") and HS Sports TV, Inc. ("HS Sports").

RECITALS

- School District is legally organized, duly constituted and operating pursuant to the laws of the State of _____.
- School District offers instruction to students enrolled in grades K through twelve at the following high school(s) located within its boundaries ("the High School"). The following High School(s) within the above defined School District agree to be party to this agreement:

_____	High School		_____	High School
_____	High School		_____	High School
_____	High School		_____	High School
- Many students enrolled at the High School participate in extracurricular activities sanctioned by their respective State High School Activities Association.
- The High School's teams currently compete as members of the _____ League ("the League").
- Employees and/or students of School District, or volunteers who support the activities of the High School, have traditionally recorded, and intend to continue recording, the sounds and images of sporting event games involving the High School's teams on videotape and/or by other electronic means.
- School District would like to make its recordings of the High School's sporting events available to a larger audience by way of a broadcast medium.
- HS Sports is in the business of making access to such recordings available to the general public for both free and for-fee services by way of the Internet, television, other media outlets and the sale of digital video discs.
- The individual signing this Agreement on behalf of School District is fully authorized by School District to enter into this Agreement on its behalf.

TERMS AND CONDITIONS OF AGREEMENT

In consideration of the mutual covenants and commitments hereinafter set forth, School District and HS Sports agree as follows:

- The term of this Agreement is one year from and after the date noted below. This Agreement will automatically renew each year until terminated as provided for in this Agreement. This Agreement may be terminated without cause by either party by giving the other party 60 days written notice. This Agreement will automatically terminate if either party ceases operations.
- This Agreement applies to recordings of regular season games and athletic events in which the School District's High School teams and athletes compete during the school year. This Agreement does not include games that are contested as part of any event requiring permission from the State High School Activities association or other governing entity. Examples of this might include regional, sub-state or state tournament games and competitions. School District will not

Revised on 1/1/07

furnish, and HS Sports will not make the images of such games and competitions available to the public unless permission to do so is obtained by HS Sports from the State High School Activities Association or other governing body owning the rights to said images, and documentation thereof is presented to School District.

3. School District will assist and/or make such arrangements as are necessary to insure all games or competitions that the School District desires to have broadcast via the HS Sports network involving the High School's team(s) and contested during the term of this Agreement are recorded on videotape, digital video disc or such other format as may be agreed to by the parties to this Agreement. Assistance includes, but is not limited to, allowing and assisting HS Sports, and/or its representatives, in identifying a student(s) to be interviewed and ultimately employed by HS Sports. At a minimum, HS Sports agrees to work with the school and the aforementioned individual to provide video coverage and site content for the following specified sports:

4. School District will assist HS Sports, its representatives and student workers in getting the needed material to fulfill School Districts obligations. This includes, but is not limited to, providing game video footage, statistical reports, team access and all other requested items by HS Sports and/or its local representatives in a timely manor. School District will provide all requested items to HS Sports and/or its local representative at least by the following school day after the completion of a contracted for event as specified above. School District further confirms that they will allow all games to be available for public view on the HS Sports website(s) for at least seven (7) days after an event and all videos to be available for public view upon the completion of a sports season.

5. School District will furnish HS Sports with an assignment executed by each individual serving as videographer of or assisting in the recording of any of the contracted-for Games furnished to HS Sports pursuant to this Agreement, confirming that said individual has assigned to School District any rights such individual may have with respect to said recording, including any copyright. A copy of the form of assignment to be used in fulfilling this obligation is attached as Exhibit A.

6. School District hereby assigns to HS Sports and its successors and assigns, for good and valuable consideration, ownership of all United States and international copyrights and all other intellectual property rights in and with respect to each element of each recording of every game and/or athletic event produced in accord with this Agreement, in perpetuity. From time-to-time, at the request of HS Sports, School District will confirm its assignment of these rights to HS Sports by execution and delivery of such documents as HS Sports may request. HS Sports and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for the recordings and/or any portion(s) thereof.

7. School District acknowledges and agrees that the rights granted to HS Sports pursuant to this Agreement are exclusive rights. School District will refrain during the term of this Agreement from conferring similar rights on any other person, firm or organization, and will likewise refrain during the term of this Agreement from selling or offering to sell access to recordings of games and/or events produced pursuant to this Agreement. The sole exceptions to the right of exclusive ownership granted pursuant to this paragraph are as follows: (a) School District may authorize the coaches of its teams to make recordings of games produced pursuant to this Agreement available to coaches employed by other school districts for scouting purposes, to college coaches for recruiting purposes and to school officials for internal use by the school involved in a particular recording; (b) School District may, in its discretion, permit parents and/or other individuals related to athletes participating in a particular game to videotape portions of said game for personal use, so long as School District makes it clear to said individuals that such recordings are not to be rebroadcast, resold, made available for file sharing on the internet or otherwise transferred to any person; (c) School District may, in its discretion, permit representatives of the news media to photograph or tape brief portions of the games and/or events subject to this Agreement for publication or rebroadcast for news purposes; and (d) School District may, in its discretion, allow existing agreement(s) with other individuals and/or business entities wishing to videotape and/or broadcast portions of said game for business use to remain in effect, so long as School District makes a good faith effort to make it clear to said individuals that such recordings are not to be made available for file sharing on the internet or otherwise transferred to any person or business; for publication or rebroadcast purposes. Existing agreements for broadcast rights as related to (d) must be specified below:

NAME	TYPE OF MEDIA	TERMS OF AGREEMENT

Revised on 1/1/07

All other requests for recording rights and/or broadcast rights with respect to games and/or events subject to this Agreement must be directed to HS Sports.

8. For all non-contracted additional games that School District desires to rebroadcast via the HSSportsTV.net website; School District assumes full responsibility for and agrees to film, digitize, edit, encode and upload the recordings of each of the non-contracted for Games, maintain rosters, photos, statistics, school records and all things related to the individual sport(s) to a server maintained by HS Sports in a consistent time frame that can be mutually agreed by HS Sports and manageable by School District, its representatives and/or students without compensation.

9. HS Sports will furnish School District with technical information, specifications and assistance regarding the software and other equipment needed to fulfill School District's obligations pursuant to this Agreement. School District releases HS Sports and holds HS Sports of and from any loss or damages caused by or attributable to said technical information, specifications and assistance, excluding only damages attributable to willful, wanton and/or reckless conduct.

10. School District authorizes HS Sports to use the recordings subject to this Agreement in any manner it deems appropriate for sales and marketing purposes, including but not limited to the repackaging of the recordings or portions of the recordings. HS Sports will use its best efforts to market and sell access to the recordings of the contracted-for Games to the public, on both a single game and subscription basis, by way of the Internet, digital videodisc and/or other media.

11. School District is responsible for obtaining any needed authorization for performances of any copyrighted musical compositions provided to HS Sports for broadcast on the website. Should HS Sports be made aware of any copyrighted material provided and uploaded by the School District and/or its representatives in which the necessary permission has not been obtained, it will be removed from the HSSportsTV.net website along with any accompanying video.

12. This Agreement is binding on School District and HS Sports and inures to the benefit of their respective successors and assigns.

13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument.

14. The parties to this Agreement agree to submit any dispute arising under this Agreement to binding arbitration before a single arbitrator pursuant to the rules of the American Arbitration Association. In the event of a dispute, the parties agree to confer in good faith to attempt to identify an individual to serve as arbitrator upon whom both parties can agree. In the event the parties are unable to agree on an arbitrator, either party may petition the District Court of El Paso County, Texas to designate an individual to serve.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (notwithstanding conflict of laws). District and HS Sports agree not to bring any action or proceeding arising out of or relating to this Agreement in any other forum.

16. This is the entire agreement between the parties. No amendment of any provision of this Agreement shall be valid unless it is in writing and signed by authorized representatives of both School District and HS Sports. No waiver by School District or HS Sports of any default or misrepresentation, whether intentional or not, shall be deemed to extend to any prior or subsequent default or misrepresentation, or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

17. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction.

18. Executed assignments and any notices required by or provided for in this Agreement will be sent by School District to HS Sports at the following address:

HS SPORTS TV, Inc.
8918 W. 21st N., Suite 200, PMB 192

Revised on 1/1/07

Wichita, KS 67205
Phone #: 888-417-7965
Fax #: 316-721-8731

Any notices required by or provided for in this Agreement will be sent by HS Sports to School District at the following address:

City: _____ State: _____ ZIP: _____

19. School District represents and warrants that the individual named below is fully authorized by School District's Board of Education and/or other governing body(s) to the extent required by law to enter into this Agreement on behalf of School District.

PRINT NAME _____

TITLE _____ DATE ____ / ____ / ____

SIGNATURE _____

20. HS Sports represents and warrants that the individual named below is fully authorized by HS Sports Board of Directors to the extent required by law to enter into this Agreement on behalf of HS Sports.

PRINT NAME _____

TITLE _____ DATE ____ / ____ / ____

SIGNATURE _____

Exhibit "A"
ASSIGNMENT OF COPYRIGHT

Videographer/Photojournalist Name: _____ ("Videographer")

High School and School District: _____ ("School District")

I, the above named videographer, along with the parent and/or legal guardian if the Videographer is a minor, relinquish all rights and make no claims to video and/or audio recordings captured while acting as a freelance videographer with School District. Videographer irrevocably and in perpetuity grants and assigns to the School District, its legal representatives, any successors, and assignees all of Videographer's worldwide right, title and interest in and to all video and/or audio recordings made for School District. This applies to any recordings of events Videographer has already made, as well as any recordings of events Videographer may make in the future for the School District. This assignment shall be effective for the entire duration of the copyrights and shall include, but not be limited to, all rights to derivative works. This assignment includes the right to secure renewals, reissues and extensions of copyright. Videographer will, upon request, sign any other documents School District deems necessary to perfect or confirm this assignment. Videographer understands and acknowledges that School District is relying on this Assignment of Copyright for purposes of arrangements School District is making or has made for the broadcast and/or exhibition to third parties of images of events depicted in the recordings covered by this Assignment of Copyright as deemed appropriate by School District. Videographer further agrees that no compensation will be due me from School District, its partners, strategic alliances, subsidiaries, or assignees as related to this assignment of copyright.

Signature of Videographer

Signature of parent and/or legal guardian, (if the Videographer is a minor)

Date: _____

Revised on 1/1/07

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

Agenda Item: Request of approval of waiver application for TAKS testing

Date: Aug 9, 2007

Subject: Approve TEA application for expedited and general state waivers

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

An application is being submitted to TEA to allow the district to modify the schedule of classes on TAKS testing days during the school year to reduce interruptions during testing periods.

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to approve application for Modified Schedule/TAKS Testing Days Waiver.

3. BOARD ACTION REQUESTED:

Motion to recommend approval of application for Modified Schedule/TAKS Testing Days Waiver.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

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

Agenda Item: _____ Date: August 14, 2007

Subject: Approval of TASB Localized Update 80 (first reading)

Presented By: Pauline Dow, Associate Superintendent Consent Agenda: X

ACTION

1. BACKGROUND INFORMATION

TASB Localized Update 80 was presented to the Policy Committee on July 31, 2007
The Policy Committee recommended that TASB Localized Update 80 be presented to the
Board of Trustees for first reading.

2. SUPERINTENDENT RECOMMENDATION

Recommend acceptance of TASB Localized Update 80 for first reading.

3. BOARD ACTION REQUESTED:

Motion to approve TASB Localized Update 80 for first reading as recommended by the
Policy Committee and Superintendent.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

(LOCAL) Policy Action List
CANUTILLO ISD(071907) - Update / LDU 80

TASB attorneys recommend that posting board action on policies be specific enough to advise staff and members of the public of the changes. For that purpose, TASB recommends the following wording for meeting notices:

- for TASB-initiated localized updates:
"Policy Update ____, affecting local policies (see attached list)"
- for district-initiated Local District Updates:
"Local District Update ____, affecting local policies (see attached list)"

In both cases, TASB Policy and Legal Services recommend that the policy changes—each addition, deletion, or replacement—be listed in alphabetical order by policy code, title and subtitle. The following document is our compilation of that list, which may be copied and pasted into your meeting notice as well as into staff communications of board action and board meeting minutes.

(LOCAL) Policy Action List
CANUTILLO ISD(071907) - Update / LDU 80

BBFA(LOCAL): ETHICS - CONFLICT OF INTEREST DISCLOSURES

CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT

DBA(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CREDENTIALS AND RECORDS

DBD(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - CONFLICT OF INTEREST

DC(LOCAL): EMPLOYMENT PRACTICES

DCD(LOCAL): EMPLOYMENT PRACTICES - AT-WILL EMPLOYMENT

DCE(LOCAL): EMPLOYMENT PRACTICES - OTHER TYPES OF CONTRACTS

DEAA(LOCAL): COMPENSATION AND BENEFITS - INCENTIVES AND STIPENDS

DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

DN(LOCAL): PERFORMANCE APPRAISAL

EEJB(LOCAL): INDIVIDUALIZED LEARNING - CREDIT BY EXAMINATION WITHOUT PRIOR INSTRUCTION

EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION

FNCA(LOCAL): STUDENT CONDUCT - DRESS CODE

Localized Policy Manual

Update 80

Canutillo ISD

Localized Update 80 addresses changes in the legal context that have arisen since the conclusion of the third called session of the 79th Legislature. For further information regarding the scope of Update 80, please refer to the **Vantage Points** (described below) and the code-by-code Explanatory Notes found in this packet.

Please bear in mind that the (LEGAL) policies reflect the ever-changing legal context for governance and management of the district. They should NOT be adopted but, rather, should inform local decision making. The (LOCAL) policy recommendations in this update will need close attention by both the administration and the board to ensure that they reflect the practices of the district and the intentions of the board. Board action is needed to adopt, revise, or repeal (LOCAL) policy.

To better focus board attention and expedite its review, your Localized Update 80 packet contains:

- **Vantage Points—A Board Member’s Guide to Update 80**, copies of which may be found in the separately wrapped package accompanying this packet. **Vantage Points** offers a highly summarized overview of the update and is intended to provide local officials a first glance at the scope of the update—as a prelude to studying the detailed Explanatory Notes and policy text within the packet. **Please distribute Vantage Points to your board members** at the earliest possible opportunity, preferably with their review copies of this update.

- Your Localized Update, which includes:

INSTRUCTIONS . . . providing specific, policy-by-policy directions on how this update, if accepted as prepared, should be incorporated into your Localized Policy Manual.

EXPLANATORY NOTES . . . summarizing changes to the policies in each code and how those changes affect your policy manual. Please note that, where appropriate, the Explanatory Notes ask you to **verify that a particular policy continues to reflect your current practice and to advise us of changes needed** so that our records and your manual accurately track the district’s actual practice.

Update 80 policies are so identified in the lower left-hand corner of each policy page. If you have any questions concerning this Update, please call your Policy Consultant/Analyst, Linda Preble, at 800-580-7529 or 512-467-0222.

Regarding board action on Update 80 . . .

- Board action on Localized Update 80 must occur within a properly posted, open meeting of the board and may be addressed on the agenda posting as “Policy Update 80, affecting (LOCAL) policies (see attached list).” Using the Instruction Sheet as a guide, create and attach to the posting a list of the (LOCAL) policy codes added, revised, or deleted **and the titles/subtitles of those policies**. BoardBook compilers should use “Policy Update 80, affecting (LOCAL) policies” as the agenda item and, as agenda sub-items, the code and name of each of the (LOCAL) policies affected by the update.
- An appropriate motion for board action on Localized Update 80 is as follows:
“I move that the board add, revise, or delete (LOCAL) policies as recommended by TASB Policy Service and according to the Instruction Sheet for TASB Localized Policy Manual Update 80 [with the following changes:]”
- The board’s action on Localized Update 80 must be reflected in board minutes. The Instruction Sheet—annotated to reflect any changes made by the board—and the Explanatory Notes for the update should be filed with the minutes where they make up the authoritative record of your board’s actions. Include a copy of new, replaced, or rescinded (LOCAL) policies.
- In constructing the separate historical record of the manual, the emphasis is on tracking the history of individual policies. For guidance on maintaining this record, please refer to the **Policy Administrator’s Guide** at https://www.tasb.org/docs-mytab/gov_svcs/policy_svc/adminguide/policy_admin_guide.pdf.cfm.

Regarding manual maintenance and administrative regulations . . .

- **Notify your Policy Consultant/Analyst of any changes made by the board so that Policy Service records—forming the basis for these and subsequent updating recommendations—exactly mirror your manual.**
- The update should be incorporated into each of the district’s Localized Policy Manuals as soon as practicable. If the district uses *Policy On Line*, you will need to notify us of the board’s action on Update 80 so that your district’s Localized Policy Manual as it appears on TASB’s Web server can be updated. *Policy On Line* staff may be reached by phone (800-580-7529 or 512-467-0222), fax (512-467-3618, using the tan form enclosed), e-mail (pol-support@tasb.org), or Internet feedback form (<http://www.tasb.org/policy/pol/private/polfdbk.html>).
- Administrative procedures and documents—including formal REGULATIONS, handbooks, and guides—that may be affected by Update 80 policy changes should be inspected and revised as needed. If the district routinely submits REGULATIONS to Policy Service for processing or desires that the updated REGULATION be included in the district’s *Policy On Line* manual, please submit these changes to your Policy Consultant/Analyst at your earliest convenience.

PLEASE NOTE: This Localized Update packet and the Update 80 **Vantage Points** may not be considered as legal advice and are not intended as a substitute for the advice of the board’s own legal counsel.

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Instruction Sheet

TASB Localized Policy Manual Update 80

District Canutillo ISD

Code	Action To Be Taken	Note
A25 (INDEX)	Replace cross-index	Revised cross-index
BA (LEGAL)	Replace policy	Revised policy
BBFA (LEGAL)	Replace policy	Revised policy
BBFA (LOCAL)	Replace policy	Revised policy
BBFB (LEGAL)	Replace policy	Revised policy
BQA (LEGAL)	Replace policy	Revised policy
BQB (LEGAL)	Replace policy	Revised policy
CMD (LEGAL)	Replace policy	Revised policy
CPC (LEGAL)	Replace policy	Revised policy
CPC (LOCAL)	Replace policy	Revised policy
CS (LEGAL)	Replace policy	Revised policy
D (LEGAL)	Replace table of contents	Revised table of contents
DBA (LEGAL)	Replace policy	Revised policy
DBA (LOCAL)	Replace policy	Revised policy
DBD (LEGAL)	Replace policy	Revised policy
DBD (LOCAL)	Replace policy	Revised policy
DBE (LEGAL)	Replace policy	Revised policy
DC (LOCAL)	Replace policy	Revised policy
DC (EXHIBIT)	Review exhibit	Revise as necessary
DCB (LOCAL)	No policy enclosed	See explanatory note
DCD (LOCAL)	Replace policy	Revised policy
DCE (LOCAL)	Replace policy	Revised policy
DEA (LEGAL)	Replace policy	Revised policy
DEAA (LEGAL)	ADD policy	See explanatory note
DEAA (LOCAL)	ADD policy	See explanatory note
DFBB (LOCAL)	Replace policy	Revised policy
DH (LOCAL)	Replace policy	Revised policy
DMA (LEGAL)	Replace policy	Revised policy
DN (LOCAL)	Replace policy	Revised policy
E (LEGAL)	Replace table of contents	Revised table of contents
EC (LEGAL)	Replace policy	Revised policy
EEJB (LOCAL)	Replace policy	Revised policy

Instruction Sheet
TASB Localized Policy Manual Update 80

EF	(LEGAL)	Replace policy	Revised policy
EGA	(LEGAL)	Replace policy	Revised policy
EHAC	(LEGAL)	Replace policy	Revised policy
EHBJ	(LEGAL)	DELETE policy	See explanatory note
EHDD	(LEGAL)	Replace policy	Revised policy
EIF	(LEGAL)	Replace policy	Revised policy
EIF	(LOCAL)	Replace policy	Revised policy
F	(LEGAL)	Replace table of contents	Revised table of contents
FL	(LEGAL)	Replace policy	Revised policy
FNCA	(LOCAL)	Replace policy	Revised policy
GA	(LEGAL)	Replace policy	Revised policy

Explanatory Sheet

TASB Localized Policy Manual Update 80

District: Canutillo ISD

A25 (INDEX) CROSS-INDEX

The cross-index shared by the *TASB Policy Reference Manual*, the *TASB Regulations Resource Manual*, and all Localized Policy Manuals in districts throughout Texas has been updated to reflect new terminology and topic relationships established by changes in law or regulation that have arisen since this document was last updated in 2004.

Please bear in mind that the cross-index is “generic” and presents a structure that serves all these manuals; your policy manual may not address some of the topics shown and may not include some of the policies indicated. This cross-index is also a key element of *Policy On Line* wherein topics or policy codes in a local district’s manual are highlighted.

BA (LEGAL) BOARD LEGAL STATUS

This language, establishing the basic statutory authority of the board, has been revised to more closely track the Education Code sections cited.

BBFA (LEGAL) ETHICS
CONFLICT OF INTEREST DISCLOSURES

On page 4 appears a new section, ANNUAL FINANCIAL MANAGEMENT REPORT, briefly presenting reporting requirements appropriate to this policy but addressed in greater detail in BR(LEGAL), revised at Update 79.

In accordance with updated Commissioner’s rules, effective August 13, 2006, the district must report:

- Categorized reimbursements to board members (and the superintendent) including transactions resulting from the use of the district’s credit card.
- Itemized compensation and/or fees received by the superintendent for professional consulting and other personal services.
- Certain gifts—having a value of \$250 or more in the aggregate over the fiscal year—from district vendors to board members and the superintendent, or to their immediate families.
- Business transactions between the district and board members.

BBFA (LOCAL) ETHICS
CONFLICT OF INTEREST DISCLOSURES

Recently amended Commissioner’s rules now require the Annual Financial Management Report to include “summary schedules” of:

- Total reimbursements received by the superintendent and each board member for the fiscal year.
- Compensation and fees received by the superintendent for consulting or personal services to another district or any other entity for the fiscal year.
- Gifts to a district’s “executive officers” and board members that have an aggregate value of \$250 or more in the fiscal year IF the gifts—to the individual or his or her immediate family—were from an outside entity that received payments from the district in the prior fiscal year or from a competing vendor that was not awarded contracts in the prior fiscal year.

Explanatory Sheet

TASB Localized Policy Manual Update 80

(This requirement does not apply to travel-related expense reimbursements by an outside entity when the travel is directly related to official duties or continuing education.)

- Business transactions between the district and board members.

The new first paragraph of the enclosed (LOCAL) policy affirms the obligation of board members to provide this information on a timely basis to the district.

Please note: *Financial Accountability for School Officials*, published by TASB Legal Services to provide guidance on financial reporting requirements, is available from the TASB Store online at www.tasb.org/store.

We have retained, unaltered the district's locally developed text at **VENDOR CONTACT WITH BOARD MEMBERS**.

BBFB (LEGAL) ETHICS PROHIBITED PRACTICES

For a more complete presentation of Penal Code provisions regarding **ILLEGAL GIFTS** to public servants, the seven **EXCEPTIONS**—found on page 2—have been added. They range from campaign contributions to gifts given independent of the recipient's status as a public servant.

Please note: While this policy focuses on legal restrictions on a public servant, Chapter 36 of the Penal Code also identifies offenses committed by anyone who attempts to coerce a public servant, tamper with a witness in an official proceeding, or obstruct or retaliate against a public servant.

BQA (LEGAL) PLANNING AND DECISION-MAKING PROCESS DISTRICT-LEVEL

New Commissioner's rules implementing a **CAMPUS INCENTIVE PLAN**—as directed by HB 1 from the third called session of the 79th Legislature—prompt the addition of that section on page 3. This new section provides an overview to address the necessary involvement of the district-level planning and decision-making committee in the application process. The rules are recited in full at **BQB(LEGAL)**, in this update, and provide that:

- The plan should be designed to reward teachers who have a positive impact on improving student achievement, should meet all requirements of the Commissioner's rules, and should describe how grant funds will be distributed.
- The campus-level body developing the plan should reflect a "diverse and broad mix of teachers, including representation from different grade levels and subject areas."
- The district may provide guidance to the campus planning initiative.
- A campus implementing an approved plan may opt to renew its plan, contingent on available funding, for up to three additional years.
- In the absence of local policy delegating grant application responsibilities to the superintendent, the local board may either vote to submit a grant application or designate the superintendent to submit the application to TEA on its behalf, and the local board's decision may not be appealed to the Commissioner. [See policy **DEAA(LEGAL)**]

These rules became effective on January 9, 2007.

Explanatory Sheet

TASB Localized Policy Manual Update 80

BQB (LEGAL) PLANNING AND DECISION-MAKING PROCESS
CAMPUS-LEVEL

As explained at BQA (LEGAL), above, new Commissioner's rules regarding CAMPUS INCENTIVE PLANS have been added on pages 3 and 4.

CMD (LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT
INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

Provisions regarding TEXTBOOKS, on page 1, have been refined to more closely track statute. Those changes include:

- The legal requirement that textbooks be furnished without cost to students.
- The addition of nonadopted materials to the requirement in the second paragraph at REQUISITION, USE, AND DISTRIBUTION.
- Added provisions regarding the disposition of SURPLUS instructional materials, on pages 2–3.

Please note: These provisions are drawn from new State Board of Education rules, effective October 12, 2006, implementing the Educational Materials and Textbooks (EMAT) inventory system and specifically requiring districts to report surplus materials to TEA by October 1 of each year.

CPC (LEGAL) OFFICE MANAGEMENT
RECORDS MANAGEMENT

Provisions addressing the destruction and preservation of records, as well as exceptions to the destruction of records for purposes of litigation and Public Information Act requests, have been added to pages 3 and 4 of this code from GBAA(LEGAL). These provisions pertain to the records management program and anchor text added to CPC(LOCAL) at this update.

CPC (LOCAL) OFFICE MANAGEMENT
RECORDS MANAGEMENT

Provisions on the destruction and preservation of documents and the maintenance of Web site postings have been added to this policy.

The rapidly growing number of electronic records—from e-mail to documents on an electronic desktop—present an extraordinarily difficult task for the district's records management officer and technology coordinator from two perspectives:

- Addressing within the district's records management plan, just as with hardcopy records, which electronic records should be retained for a specific period of time, which are archival in nature, and which should be deleted when.
- Devising as efficient a method as possible for combing through these records to retrieve all documents whose content is related to a topic.

Recent amendments to the Federal Rules of Civil Procedure underscore the need to have such systems in place, specifically to respond to the discovery phase of litigation.

Explanatory Sheet

TASB Localized Policy Manual Update 80

As with paper documents, it is particularly important that in advance of pending or contemplated litigation the district establish procedures to preserve all documents—electronic or hardcopy alike—that may be the subject of discovery. A model administrative procedure is available in the **TASB Regulations Resource Manual**, available through myTASB, pointing to the need for coordination with the state library when developing records retention schedules for the district.

CS (LEGAL) FACILITY STANDARDS

With Commissioner's rules governing pre-2004 construction increasingly less relevant, the focus of this policy has shifted somewhat to emphasize current standards. Recitation of provisions regarding the pre-2004 facilities standards has been scaled back to a single paragraph on page 3; recitation of provisions regarding post-2004 standards have been augmented to include the definitions, on pages 1 and 2, of "educational program," "educational specifications," and "major space renovation."

A significant difference between the old and new rules is certification requirement for architects, engineers, contractors, and the district itself. The full text of the post-2004 rules may be found at <http://www.tea.state.tx.us/rules/tac/chapter061/ch61cc.html>.

D (LEGAL) PERSONNEL

Policy code DEA has been retitled "Salaries and Wages," while DEAA—a new subordinate code created at this update—has been added to address "Incentives and Stipends."

DBA (LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CREDENTIALS AND RECORDS

This policy has been revised throughout for clarity and to more closely track statutory language. Key changes are as follows:

- Provisions applicable to Master Teacher Grants, previously at this code, have been moved to DEAA, a new policy code, also found in this update.
- Commissioner's rules regarding professional EMPLOYEE RECORDS have been added on page 7.
- ACCESS TO EMPLOYEE RECORDS, beginning on page 7, now includes the general privacy rule drawn from the Government Code.

DBA (LOCAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CREDENTIALS AND RECORDS

Provisions regarding master teacher stipends have been moved to the new DEAA(LOCAL) in this update. The remainder of the policy is unchanged.

DBD (LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS CONFLICT OF INTEREST

As with BBFB(LEGAL), included in this update, Penal Code provisions regarding ILLEGAL GIFTS to public servants have been supplemented with the seven EXCEPTIONS found on page 2.

These provisions focus on legal restrictions on a public servant. Chapter 36 of the Penal Code also identifies offenses committed by anyone who attempts to coerce a public servant, tamper with a witness in an official proceeding, or obstruct or retaliate against a public servant.

Explanatory Sheet

TASB Localized Policy Manual Update 80

DCD (LOCAL) EMPLOYMENT PRACTICES
AT-WILL EMPLOYMENT

The board's decision whether to delegate the authority to employ and dismiss at-will employees is reflected at DC(LOCAL), also issued in this update. To avoid redundancy and ensure consistency between these two codes, we have streamlined the lead-in to the list of at-will positions.

At REASONABLE ASSURANCE OF EMPLOYMENT, we have revised the language to clarify that all **at-will** employees who are expected to return to work at the beginning of the next school year are to receive such notification.

DCE (LOCAL) EMPLOYMENT PRACTICES
OTHER TYPES OF CONTRACTS

The list of specific positions that the board employs by written contracts not governed by the provisions of Chapter 21 of the Education Code was provided by your district. If this list no longer reflects current practice, please let us know so that we may adjust the text.

Please note: Since non-Chapter 21 contracts should contain no right of employment beyond the term of the contract, employees on such contracts should be given REASONABLE ASSURANCE OF EMPLOYMENT under the circumstances noted.

DEA (LEGAL) COMPENSATION AND BENEFITS
SALARIES AND WAGES

With the refocusing of DEA (Salaries and Wages) and the creation of DEAA (Incentives and Stipends), two provisions previously on the final pages of this policy—RETIREMENT INCENTIVES and ATTENDANCE SUPPLEMENT—are now more appropriately found at DEAA(LEGAL), included in this update.

DEAA (LEGAL) COMPENSATION AND BENEFITS
INCENTIVES AND STIPENDS

This new policy was developed to gather together in a single code text regarding incentives and stipends and to encompass provisions for various incentive programs, as follows:

- TEXAS EDUCATOR EXCELLENCE GRANT on page 1. Established by HB 1 from the third called session of the 79th Legislature, the program provides an annual grant to a campus that has submitted an approved campus incentive plan for an incentive pay program to foster improved student achievement. Included are key provisions drawn from Commissioner's rules that became effective on January 9, 2007. Of particular note are provisions concerning:
 - local policy implications regarding application submission;
 - possible limitation to full-time teachers on a campus as of the program start date;
 - the size of the award (\$3,000 to \$10,000 per teacher, to the extent practicable);
 - the finality of the local board's determination regarding awards; and
 - the inclusion of appropriate language in teacher contracts with the caveat that the award is for performance and not a salary entitlement. (The TASB Model Contracts, available through myTASB under HR Services' Member Library, contain sample language in this regard.)

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

Agenda Item: Second Reading: Revision to DBB (LOCAL) Employment Requirements and Restrictions: Medical Examinations and Communicable Diseases"

Date: Aug 9, 2007

Subject: TB Testing Requirements

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

Proposed revisions to DBB (Local) are being presented as they apply to TB requirements, and consistent with guidance from the Local Health Authorities.

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to delete the section that reads: "TB TESTING REQUIREMENTS: Employees new to the District shall provide evidence of a tuberculosis test administered before employment with the District, and shall submit the results of the test. A person who gives evidence of having received a TB test within the previous 12 months shall not be required to take another test. A positive test shall require a physician's release. The District shall comply with screening recommendations made by local health authorities."

The abovementioned paragraph will be replaced with the following two sections:

PHYSICIAN'S DOCUMENTATION For required documentation from a "doctor" or "physician," these terms shall be defined as a physician licensed to practice within the United States.

TB SCREENING REQUIREMENTS The District shall comply with screening recommendations made by local health authorities (See FFAA Exhibit: Targeted Tuberculin Testing).

3. BOARD ACTION REQUESTED:

Motion to recommend approval of first reading: **DBB (LOCAL) Employment Requirements and Restrictions: Medical Examinations and Communicable Diseases"** as recommended by the Superintendent

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS:
MEDICAL EXAMINATIONS AND COMMUNICABLE
DISEASES

DBB
(LOCAL)

PHYSICIAN'S
DOCUMENTATION

For required documentation from a "doctor" or "physician," these terms shall be defined as a physician licensed to practice within the United States.

TB SCREENING
REQUIREMENTS

The District shall comply with screening recommendations made by local health authorities (See FFAA Exhibit: Targeted Tuberculin Testing).

EXAMINATIONS
DURING
EMPLOYMENT

A medical examination may be required of any employee when, in the judgment of the immediate supervisor after consultation with the Superintendent or designee, the employee's condition interferes with the ability to perform job-related functions or may pose a direct threat to the health or safety of the employee or others. The District may designate the physician to perform the examination and, in that case, shall pay the cost of the examination. If in the Superintendent's discretion the circumstances so require, the employee may be placed on administrative leave with pay, pending the physician's report and the District's decision.

HEALTH OR
SAFETY
CONSIDERATIONS

If it is determined that the employee poses a direct threat to health or safety within the District or that the employee's ability to perform job-related functions is affected, the Superintendent or designee shall determine under what circumstances the employee might continue to perform job-related functions without posing a direct threat to self or others.

EXCLUSION

If the employee cannot perform job-related functions without posing a threat to health or safety, the Superintendent or designee may exclude the employee from work. However, before being excluded from work, the employee shall be permitted to present evidence to the Superintendent or designee relevant to his or her fitness to continue regular duties.

USE OF LEAVE

Employees who are excluded from work because of a communicable disease or other medical condition may use any accrued paid leave to which they are entitled or request temporary disability leave, as appropriate. [See DEC]

PLACEMENT ON

The Superintendent shall have authority to place an employee on

Deleted: TB TESTING
REQUIREMENTS

Deleted: Employees new to the District shall provide evidence of a tuberculosis test administered before employment with the District, and shall submit the results of the test. A person who gives evidence of having received a TB test within the previous 12 months shall not be required to take another test. A positive test shall require a physician's release. ¶
The District shall comply with screening recommendations made by local health authorities.

TEMPORARY DISABILITY temporary disability leave, as appropriate, when in the judgment of the Superintendent in consultation with the physician who has performed the medical exam, the employee's condition interferes with the performance of regular duties. [See DEC(LEGAL)]

OTHER REQUIREMENTS Food service workers shall comply with health requirements established by city, county, and state health authorities. Bus drivers shall comply with legal requirements. [See DBA]

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees.

TERMINATION OF EMPLOYMENT Employees who are excluded from work because of a communicable disease may have their employment terminated when all leave to which they are entitled has expired, in accordance with appropriate policies. [See DEC and DF series]

DATE ISSUED: [Draft 4-11-07](#)
LDU-12-98
DBB(LOCAL)-X

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

Agenda Item: First Reading: Revision to EIF(LOCAL) Academic Achievement. Graduation

Date: Aug 9, 2007

Subject: Recommended Program

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

Proposed revisions to EIF(Local) are being presented as they apply to the Recommended Program section of the policy.

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to amend the section that reads: "RECOMMENDED PROGRAM: The District requires no additional credits for graduation under the Recommended Program beyond those mandated by the State."

The abovementioned paragraph will be replaced with the following:

"RECOMMENDED PROGRAM. The Board has declared that the Recommended Program shall be the minimum requirement for graduation from the District. The District requires no additional credits for graduation under the Recommended Program beyond those mandated by the state. The District publishes a District Graduation Guide that lists specific courses that must be completed. Transfer students who have earned 12 or more credits toward graduation and have followed a graduation plan that is less than the Recommended Program shall be permitted to graduate under the Minimum Program."

3. BOARD ACTION REQUESTED:

Motion to recommend approval of first reading: **EIF(LOCAL) Academic Achievement. Graduation** as recommended by the Superintendent

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

ACADEMIC ACHIEVEMENT
GRADUATION

EIF
(LOCAL)

2004-05 SCHOOL
YEAR AND
THEREAFTER
MINIMUM
PROGRAM

The following graduation requirements apply to students who entered grade 9 in the 2004-05 school year and thereafter.

The District requires no additional credits for graduation under the Minimum Program beyond those mandated by the state.

RECOMMENDED
PROGRAM

The Board has declared that the Recommended Program shall be the minimum requirement for graduation from the District. The District requires no additional credits for graduation under the Recommended Program beyond those mandated by the state. The District publishes a District Graduation Guide that lists specific courses that must be completed. Transfer students who have earned 12 or more credits toward graduation and have followed a graduation plan that is less than the Recommended Program shall be permitted to graduate under the Minimum Program.

ADVANCED /
DISTINGUISHED
ACHIEVEMENT
PROGRAM

The District requires no additional credits for graduation under the Advanced/Distinguished Achievement Program beyond those mandated by the state.

Deleted: S

PHYSICAL
EDUCATION
SUBSTITUTIONS

The District shall allow students to substitute certain physical activities for the 1.5 required credits of physical education. Such substitutions shall be based on the physical activity involved in:

1. Drill team, marching band, and cheerleading during the fall semester.
2. Junior Reserve Officer Training Corps (JROTC).
3. Athletics.
4. Dance I-IV.
5. Two-or three-credit career and technology work-based training courses.

OTHER PHYSICAL
ACTIVITY PROGRAMS

The district shall award state graduation credit for physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the Commissioner of Education. [See also EHAC]

READING CREDITS

The District shall offer up to 3 credits of reading for state graduation credit. The Superintendent or designee shall be responsible for establishing procedures to assess individual student needs and evaluate student progress and shall monitor instructional activities to ensure that student needs are met. Students shall be identified as eligible to earn reading credit based on:

DATE ISSUED: 6/8/2007
UPDATE 80
EIF(LOCAL)-X

ADOPTED:

1 OF 2

1. Recommendation by a teacher or counselor.
2. Scores on assessment instruments and/or achievement tests.

DATE ISSUED: 6/8/2007
UPDATE 80
EIF(LOCAL)-X

ADOPTED:

2 OF 2

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

Agenda Item: First Reading: Revision to GKG(LOCAL) Community Relations School Volunteer Program

Date: Aug 9, 2007

Subject: TB Testing Requirements

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

Proposed revisions to GKG(Local) are being presented as they apply to the TB Testing Requirements section of the policy.

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to amend the section that reads: "TB TESTING REQUIREMENTS: Volunteers new to the District shall provide evidence of a tuberculosis test administered within 12 months of the beginning of their service to the District. A positive test shall require a physician's release."

The abovementioned paragraph will be replaced with the following text: "TB TESTING REQUIREMENTS. The District shall comply with screening recommendations made by local health authorities (See FFAA Exhibit: Targeted Tuberculin Testing)."

3. BOARD ACTION REQUESTED:

Motion to recommend approval of first reading: **GKG(LOCAL) Community Relations School Volunteer Program** as recommended by the Superintendent

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

COMMUNITY RELATIONS SCHOOL VOLUNTEER PROGRAM

GKG (LOCAL)

PURPOSE Volunteers may be used in the schools to relieve teachers of routine and clerical matters so they may increase their effectiveness in instruction. In some cases the volunteers will supplement the teacher's work through the volunteer's special resources.

QUALIFICATIONS Since volunteers' qualifications vary with the needs of individual schools, the Superintendent shall establish guidelines to ensure they are placed in areas they can serve best.

AUTHORITY Volunteers in the school shall work directly under the supervision of the principal in whose building they are assigned, in accordance with approved procedures.

CRIMINAL HISTORY RECORD CHECK The District shall require a criminal history record check in accordance with administrative regulations. Unless required by law, the evidence of an applicant's record showing a criminal history will not necessarily preclude the individual from serving as a volunteer. Any misrepresentation as to the existence, status, or extent of the applicant's criminal history may serve as the basis to deny the individual volunteer status in the District. The District shall inform volunteers when their services are to begin.

TB TESTING REQUIREMENTS

[The District shall comply with screening recommendations made by local health authorities \(See FFAA Exhibit: Targeted Tuberculin Testing\).](#)

Deleted: Volunteers new to the District shall provide evidence of a tuberculosis test administered within 12 months of the beginning of their service to the District. A positive test shall require a physician's release.

DATE ISSUED: [Revised 6.29.07](#)
LDU-16-00
GKG(LOCAL)-X

ADOPTED:

1 OF 1

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

Agenda Item: First Reading: Revision to DC(LOCAL) Employment Practices

Date: Aug 9, 2007

Subject: Revision to different sections of this policy

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

Proposed revisions to DC(Local) are being presented as they apply to the different sections of this policy as shown on the attached document.

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to revise this policy as indicated on the attached document.

3. BOARD ACTION REQUESTED:

Motion to recommend approval of first reading: **DC(LOCAL) Employment Practices** as recommended by the Superintendent

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

PERSONNEL DUTIES	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.	Formatted Table
FILLING VACANCIES	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well qualified candidates.	
RECRUITMENT	<p>All vacancy notices shall be posted in a place readily accessible to the general public in each educational facility, including the central office of the District, and on the District's website to ensure that present employees have an opportunity to apply and be considered for positions that become available. However, recruitment shall also be directed outside the District as required by Board policy or if necessary and appropriate.</p> <p>All potential applicants for positions with the District shall be informed that the Superintendent has authority to employ certified contractual employees for positions that are not administrative and that the Board retains authority to employ all administrators from the level of assistant principal on up. Current District employees may apply for any vacancy for which they have appropriate qualifications.</p>	<p>Deleted: policy,</p> <p>Deleted: ate.</p> <p>Deleted: hire</p> <p>Deleted: hire</p>
ADMINISTRATIVE POSITIONS	All administrative positions shall be advertised within the District by posting notice of vacancies at all campuses and the central office, and outside the District in appropriate publications and at other public educational institutions, as needed. The Superintendent shall recommend candidates for associate and assistant superintendent, executive director, director, principal, and assistant principal to the Board for employment.	Deleted: assistant
APPLICATIONS	<p>The Superintendent may request that the Board waive any requirements of the job description.</p> <p>All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.</p>	
SELECTION AND EMPLOYMENT	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.	
CONTRACTUAL	<p>The Board delegates to the Superintendent sole authority to employ teachers, librarians, nurses, counselors, and other certified staff who are not administrators.</p> <p>Final authority for the selection and employment of associate and assistant superintendents, executive directors, directors, principals, and assistant principals shall be retained by the Board. [See (LEGAL) policies at DCA, DCB, and DCC, as appropriate].</p>	<p>Deleted: Final authority for selection and employment of assistant superintendents, executive directors, directors, principals, and assistant principals shall be retained by the Board. [See (LEGAL) policies at DCA, DCB, and DCC, as appropriate] ¶</p> <p>Deleted: 10/17/2005</p> <p>Deleted: ;LDU-42-05</p>
DATE ISSUED: 6/8/2007 , UPDATE 80 , DC(LOCAL)-X	PAGE 1 OF 3	

Final authority for the selection and employment of noncertified administrators, other noncertified professionals who are administrators and whose contracts are not governed by provisions of Education Code Chapter 21 shall be retained by the Board. [See DCE].

RECOMMENDATION TO THE BOARD

In order to allow the Board to make an informed decision on the Superintendent's recommendation, each recommendation submitted by the Superintendent to the Board for employment of a person to the position of associate and assistant superintendent, executive director, director, or principal shall include a copy of the person's resume, application, recommendations from previous employers, college transcript, and work history. The Superintendent shall also provide the names and similar information for all finalists for any of these positions.

Deleted: assistant

NON CONTRACTUAL

The Superintendent shall have final authority to employ and dismiss all other noncontractual personnel on an at-will basis. [See DCD]

Deleted: hire

TEMPORARY EMPLOYEES

The Board delegates to the Superintendent authority to employ on a temporary basis principals, assistant principals, and other certified contractual personnel, when the person is being recommended to the Board for permanent employment and there is a current vacancy. The term of the temporary employment shall not exceed the lesser of 45 days or until the next regular Board meeting. The salary of the temporary employee during the period of temporary employment shall be an amount equal to the salary the temporary employee would have received had the person been a permanent employee. The temporary employee shall be advised that such temporary employment is no guarantee of permanent employment.

DRUG / ALCOHOL SCREENING

Any offer of employment for administrative and or positions that require the operation of a District vehicle or safety sensitive equipment shall be conditioned on the applicant passing the District's alcohol and controlled substances test described in DHE(LEGAL) and (LOCAL).

CRIMINAL HISTORY RECORD

The District shall ensure that criminal history record information on a person the District intends to employ is obtained. [See DC (LEGAL)] Each applicant for a paid employee position, either contractual or noncontractual (at-will), shall be subject to a criminal history records check, including fingerprinting. Unless required by law, the evidence of an applicant's record showing a criminal history will not necessarily preclude employment. [See also GKG(LOCAL)]

Any misrepresentations as to the existence of, status, or extent of the applicant's criminal history may serve as the basis to deny or terminate employment.

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The criminal records check paid for by the applicant for employment in the District shall be valid for one year with the District or with any other districts participating in the regional consortium. In the event the applicant or employee claims an error has been made in the record, there will be no charge for a recheck of the record, if made within one year, to ensure that the error was corrected. Employment of applicants remains a matter of discretion with the District.

EXIT INTERVIEWS
AND EXIT REPORTS

An exit interview shall be conducted, if possible, and an exit report shall be prepared for every employee who leaves employment with the District. [These interviews shall be conducted in accordance with administrative procedures.](#)

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[UPDATE 80](#),
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CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
POST OFFICE BOX 100
CANUTILLO, TEXAS

Agenda Item: Approval of Student Code of Conduct. Emergency Adoption in 1st Reading

Date: Aug 9, 2007

Subject: Student Code of Conduct

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

As mandated by Chapter 37 of the Texas Education Code, the District has to develop and maintain a local Student Code of Conduct. Substantive changes to the 2007 Student Code of Conduct address changes from the 80th Legislative Session.

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to approve and adopt in first reading, the 2007 Student Code of Conduct

3. BOARD ACTION REQUESTED:

Motion to recommend approval and adoption of First Reading of Student Code of Conduct as recommended by the Superintendent.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

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

Agenda Item: Approval of Board Policy FNA(LOCAL) Student Expression – Emergency Adoption on First Reading

Date: Aug 9, 2007

Subject: Adoption of New Policy

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The 80th Legislature recently passed House Bill 3878, which requires school districts to take immediate action to adopt local policies on student expression **before the start of the 2007-08 school year.**

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to revise this policy according to the changes indicated on the attached document.

3. BOARD ACTION REQUESTED:

Motion to recommend approval of emergency adoption in first reading of **FNA(LOCAL) Student Expression** as recommended by the Superintendent

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

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

Agenda Item: First Reading: Revision to DEA(LOCAL) Compensation and Benefits.
Salaries, Wages and Stipends

Date: Aug 9, 2007

Subject: Revision to Compensatory Time section of policy

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

Proposed revisions to DEA(Local) are being presented as they apply to compensation for overtime hours.

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to revise this policy regarding compensatory time to read as follows: "...Compensatory time earned by nonexempt employees may not accumulate beyond a maximum of **60** hours. If an employee has a balance of more than **60** hours of overtime, the employee will be required to take compensatory time or, at the District's option, will receive overtime pay."

3. BOARD ACTION REQUESTED:

Motion to recommend approval of first reading: **DEA(LOCAL) Compensation and Benefits. Salaries, Wages and Stipends** as recommended by the Superintendent.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

	<p>The Superintendent shall recommend to the Board for approval compensation plans for all District employees. Compensation plans may include wage and salary structures, stipends, benefits, and incentives.</p> <p>Compensation plans shall be designed and administered for the purpose of attracting and retaining qualified employees to achieve District goals.</p>
PAY SYSTEMS DESCRIPTION	<p>The Superintendent shall assign positions to pay ranges that define the minimum and maximum base pay for the positions.</p> <p>All employees shall be paid within the assigned pay ranges unless exceptions are granted by the Board.</p> <p>The system shall be designed and administered to accomplish the following:</p> <ol style="list-style-type: none">1. Stay competitive with appropriate labor markets for the various categories of personnel.2. Recognize the levels of skill, effort, and responsibility required of different jobs.3. Be fiscally controlled and cost effective. <p>A copy of the District's pay system shall be available in the administrative offices.</p>
PAY RANGES	<p>Pay ranges for each pay grade shall establish minimum and maximum rates of pay within the range. All pay ranges shall be established by monthly, daily, or hourly base rates to promote consistent treatment of employees who have different work periods. Employees shall be paid within the range of rates established for the position assigned.</p> <p>The Superintendent shall review pay ranges on an annual basis and recommend adjustments consistent with economic and job market indicators.</p>
PAY ADVANCEMENT	<p>Pay ranges shall be structured to allow the opportunity to increase employee pay within the range for continued service to the District. The Superintendent shall make recommendations regarding employee increases on an annual basis. Recommendations shall be based on consideration of such factors as cost of living indexes, wage increases within competitive job markets, and budget resources. No employee with less than a satisfactory performance evaluation will receive a pay increase.</p>
PAY BUDGET INCREASE	<p>The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. Pay in-</p>

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UPDATE 78
DEA(LOCAL)-X

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COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

	<p>creases 1 beyond the budgeted amount for individuals or positions shall be subject to Board approval.</p>
PAY ADMINISTRATION	<p>Employee pay adjustments shall be administered by the Superintendent or designee in accordance with written procedures to promote impartial and consistent treatment of all employees. Administrative procedures shall include hiring guidelines, promotion guidelines, updating pay ranges, method for calculating and applying a general pay increase, and a process for job classification review.</p>
CLASSIFICATION OF POSITIONS	<p>Each job in the District shall be assigned to a pay grade based on the level of skill, effort, and responsibility required for the job assignment. The Superintendent shall classify new positions or reclassify existing positions as necessary based on job requirements and comparability to other positions in the District.</p> <p>The Superintendent or designee shall determine the classification of positions or employees as "exempt" or "nonexempt" for purposes of payment of overtime in compliance with the Fair Labor Standards Act.</p>
EXEMPT	<p>The District shall pay employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act (FLSA) on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.</p> <p>An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District's attention, through the District's complaint policy [see DGBA]. If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.</p>
NONEXEMPT	<p>Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless the employee works more than 40 hours.</p> <p>A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline, up to and including termination, but shall be compensated in accordance with the Fair Labor Standards Act.</p>

COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

COMPENSATORY TIME	<p>Compensation for overtime hours shall be awarded at one and a half times the employee's regular rate of pay or by time and a half earned in compensatory time. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay. Compensatory time earned by nonexempt employees may not accumulate beyond a maximum of 60 hours. If an employee has a balance of more than 60 hours of overtime, the employee will be required to take compensatory time or, at the District's option, will receive overtime pay.</p> <p>Unless the District receives prior written notification, all absences shall be charged against compensatory time before being charged against sick leave or personal leave.</p> <p>Compensatory time shall be used by December of the duty year (July-June) in which it is earned. In January of the duty year, the District shall pay an employee overtime for all unused compensatory time remaining at the end of December of the previous duty year. Use of compensatory time may be at the employee's request or as determined by the employee's supervisor to protect the District's schedules and activities.</p>
WORKWEEK DEFINED	<p>For purposes of FLSA compliance, the workweek for District employees shall be 12:00 a.m. Wednesday until 11:59 p.m. Tuesday.</p>
SUPPLEMENTAL DUTIES	<p>The Superintendent or designee may assign noncontractual supplemental duties to personnel exempt under the Fair Labor Standards Act, as needed. The employee shall be compensated for these assignments according to the supplemental duty pay schedule established by the Board. These assignments may be discontinued at any time for any reason or no reason, by either party. The assignment of these duties shall not create any expectation of continued assignment to that same duty or any other duty.</p> <p>Under the Fair Labor Standards Act (FLSA), extra duty pay assignments for noncontractual (nonexempt) employees may be assigned if the duties are occasional and sporadic and are not related to the employee's regular duties. Nonexempt employees performing extra-duty assignments are eligible for paid overtime or compensatory time at a rate of time and a half for all work over 40 hours in a workweek. Therefore, the District shall assign a nonexempt employee as a sponsor for a nonacademic/UII activity only if an exempt employee is unavailable for the assignment. The Extra Duty Stipend/Supplemental Pay Increment Schedule published by the District contains additional information.</p>
ADVANCED DEGREE	<p>When a professional employee completes a master's or doctorate degree in his or her teaching field or area of work responsibility prior to September 1, a pay increase based on the degree shall</p>

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COMPENSATION AND BENEFITS
SALARIES, WAGES, AND STIPENDS

DEA
(LOCAL)

begin at that time; for degrees completed in December, a prorated pay increase for the employee shall begin in January.

CREDITABLE SERVICE Employees who are receiving workers' compensation wage benefits and who have no available paid leave shall not earn creditable years of service while absent from duty.

In order to accrue a creditable year of service, an employee must be employed for at least 90 full-time days or the equivalent.

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DEA(LOCAL)-X

ADOPTED:

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

Agenda Item: First Reading: Revision to FL(LOCAL) Student Records

Date: Aug 9, 2007

Subject: Addition of School-Sponsored Purposes section

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

Proposed revisions to FL(Local) are being presented as they apply to directory information contained in the student handbook pertaining to school-sponsored purposes.

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to revise this policy by adding the following section: “ SCHOOL-SPONSORED PURPOSES. The District often needs to use student information for the following school-sponsored purposes: officially recognized activities, sports, honors and awards.”

3. BOARD ACTION REQUESTED:

Motion to recommend approval of first reading: **FL(LOCAL) Student Records** as recommended by the Superintendent.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

STUDENT RECORDS

FL
(LOCAL)

COMPREHENSIVE
SYSTEM

The Superintendent or designee shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school personnel.

CUMULATIVE RECORD

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See GBA]

CUSTODIAN OF
RECORDS

The principal is custodian of all records for currently enrolled students at the assigned school and for students who have withdrawn or graduated. The student handbook distributed annually to all students and parents shall contain a listing of the addresses of District schools.

TYPES AND
LOCATIONS OF
EDUCATION
RECORDS

Each record custodian, at the location listed in the student handbook, shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by a grade placement committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]
 - c. Immunization records. [See FFAB]
6. Attendance records.

7. Student questionnaires.
8. Records of teacher, counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Other records that may contribute to an understanding of the student.

REQUEST
PROCEDURES

The cumulative record shall be made available to the parent. Records may be reviewed during regular school hours upon written request to the record custodian. The record custodian or designee shall be present to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and the records shall be restricted to use only in the Superintendent's, principal's, or counselor's office, or other restricted area designated by the record custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

STUDENT RIGHTS

Whenever a student has attained 18 years of age or is attending an institution of postsecondary education, the rights accorded to, and consent required of, parents transfer from the parents to the student.

ACCESS BY SCHOOL
OFFICIALS

For the purposes of this policy, "school officials" shall mean any employees, trustees, or agents of the District, of cooperatives of which the District is a member, or of facilities with which the District contracts for placement of students with disabilities. The term also includes attorneys, consultants, and independent contractors who are retained by the District, by cooperatives of which the District is a member, or by facilities with which the District contracts for placement of students with disabilities.

School officials have a "legitimate educational interest" in a student's records when they are working with the student; considering disciplinary or academic actions, the student's case, or an individu-

STUDENT RECORDS

FL
(LOCAL)

alized education program for a student with disabilities; compiling statistical data; or investigating or evaluating programs.

ACCESS BY PARENTS

Parents may be denied copies of records after the student reaches age 18 and is no longer a dependent for tax purposes, when the student is attending an institution of postsecondary education, or if they fail to follow proper procedures and pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of the parent, one copy of the record shall be provided at no charge.

FEES FOR COPIES

Copies of records are available at a per copy cost, payable in advance, as specified in the annual notice to parents of their privacy rights.

TRANSCRIPTS AND
TRANSFERS OF
RECORDS

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

The District shall promptly forward education records upon request to officials of other schools or school systems in which the student intends to enroll.

RECORDS
RESPONSIBILITY FOR
STUDENTS IN
SPECIAL EDUCATION

The official responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education shall be the director of special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education office.

PROCEDURE TO
AMEND RECORDS

Within 15 school days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten school days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence, and at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten school days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to

STUDENT RECORDS

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deny the request, the parents shall be informed that they have 30 school days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

SCHOOL-SPONSORED
PURPOSES

The District often needs to use student information for the following school-sponsored purposes: officially recognized activities, sports, honors and awards.

DIRECTORY
INFORMATION

The District has designated the following categories of information as directory information: student name, address, telephone listing, electronic mail address, photograph, and date and place of birth, as well as major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

INVESTMENT
AUTHORITY

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. The investment officer shall be bonded or shall be covered under a fidelity insurance policy. All investment transactions except investment pool funds and mutual funds shall be executed on a delivery versus payment basis.

APPROVED
INVESTMENT
INSTRUMENTS

From those investments authorized by law and described further in CDA(LEGAL), the Board shall permit investment of District funds in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load money market mutual funds and no-load mutual funds as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

SAFETY AND
INVESTMENT
MANAGEMENT

The main goal of the investment program is to ensure its safety and maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

	<p>The investment policy and investment strategy shall be reviewed by the Board at the end of each fiscal year.</p>
LIQUIDITY AND MATURITY	<p>Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.</p> <p>The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.</p>
DIVERSITY	<p>The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from over concentration of assets in a specific class of investments, specific maturity, or specific issuer.</p>
MONITORING MARKET PRICES	<p>The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant declines in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisors, and representatives/advisors of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.</p>
FUNDS / STRATEGIES	<p>Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below.</p>
OPERATING FUNDS	<p>Investment strategies for operating funds (including any comingled pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.</p>
AGENCY FUNDS	<p>Investment strategies for agency funds shall have as their objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.</p>
DEBT SERVICE FUNDS	<p>Investment strategies for debt service funds shall have as their objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.</p>
CAPITAL PROJECTS	<p>Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital pro-</p>

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

	<p>ject obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.</p>
SAFEKEEPING AND CUSTODY	<p>The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.</p>
BROKERS / DEALERS	<p>Prior to handling investments on behalf of the District, brokers/dealers must submit required written documents in accordance with law. [See SELLERS OF INVESTMENTS, CDA(LEGAL)] Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC), and be in good standing with the National Association of Securities Dealers.</p>
SOLICITING BIDS FOR CD'S	<p>In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.</p>
INTEREST RATE RISK	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
INTERNAL CONTROLS	<p>A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:</p> <ol style="list-style-type: none">1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.2. Avoidance of collusion.3. Custodial safekeeping.4. Clear delegation of authority.5. Written confirmation of telephone transactions.6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.7. Avoidance of bearer-form securities.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

These controls shall be reviewed by the District's independent auditing firm.

PORTFOLIO REPORT

In addition to the quarterly report required by law and signed by the District's investment officer, a comprehensive report on the investment program and investment activity shall be presented annually to the Board. This report shall include a performance evaluation that may include, but not be limited to, comparisons to 91-day U.S. Treasury Bills, six month U.S. Treasury Bills, the Fed Fund rate, the Lehman bond index, and rates from investment pools. The annual report shall include a review of the activities and total yield for the preceding 12 months, suggest policies, strategies, and improvements that might enhance the investment program, and propose an investment plan for the ensuing year.

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

Agenda Item:

Date: August 14, 2007

Subject: BID # 07-35, Sale of Excess Land

Presented By: Tony Reza

Consent Agenda: X

ACTION

1. BACKGROUND INFORMATION:

Approval to award sale of excess land adjacent to Jose H. Damian Elementary School pursuant to Texas Local Government Code Section 272.001 as describe, 20.082 acres portion of Tract 8A, Block 11, Upper Valley Surveys, El Paso, El Paso County, Texas. Administration recommends awarding sale of excess land to the highest bidder ***Padilla Homes Inc.*** in the amount of \$ **750,000.00**.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends awarding BID # 07-35 to ***Padilla Homes Inc.*** for the sale of 20.082 acres adjacent to Jose H. Damian Elementary School.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the Superintendent's recommendation.

MOTION _____ SECOND _____

AYES _____ NAYS _____

August 8, 2007
10:00 a.m.

Tabulation Sheet

Sale of Excess Land
Adjacent to Jose Damian Elementary School

Bid# 07-35

Name	Mark Tomlin / related assign
Address	4855 N. mesa #120
Telephone #	915-541-7930
Bid Price	\$ 702,000.00

Name	Lower Valley Development LLC
Address	4150 RIO BRAVO #120
Telephone #	915-533-0875
Bid Price	\$ 656,080.00

Name	Padilla Homes Inc
Address	7332 Remcom Suite B
Telephone #	915-833-3839
Bid Price	\$ 750,000.00



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

Agenda Item:

Date: August 14, 2007

Subject: District Insurance Packet Interlocal Renewal

Presented By: Tony Reza

Consent Agenda: X

ACTION

1. BACKGROUND INFORMATION:

The Business Services Division has exercised the automatic renewal term under the Interlocal Participation Agreement. The renewal will be effective September 1, 2007 through September 1, 2008 under the TASB Risk Management Fund. Attached are the premiums by category for a total of \$ 197,026.00, some of the above premiums will fluctuate based on final negotiations. Note, that an additional premium will be needed at mid-year for safekeeping of furniture, equipment, supplies, and the addition of any new locations.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval to renew the Comprehensive Insurance Packet for the 2007- 2008 school year.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the Superintendent's recommendation.

MOTION _____ SECOND _____

AYES _____ NAYS _____

TASB Risk Management Fund

1-800-4-TASB-RM

CANUTILLO ISD

Contribution and Coverage Summary

This is a package renewal that includes those coverages, limits, and deductibles as indicated. If you would like a quote for specific lines of coverage, other than on a package basis, please call us at 800-482-7276 to discuss other options that may be available.

Participation Period: September 1, 2007 12:01 A.M. to September 1, 2008 12:01 A.M.

I have received and accepted the values stated in the Building and Contents Schedule attached. _____ Initials

PROPERTY

Deductible
Per Occurrence Annual
Contribution

\$116,667,684 Blanket Replacement Cost Limit on
Buildings, Personal Property and Auxiliary Structures

RISK OF DIRECT PHYSICAL LOSS
INCLUDES WIND, HURRICANE, AND HAIL
COVERAGE WITH A \$25,000 DEDUCTIBLE

\$5,000 \$110,251

EQUIPMENT BREAKDOWN

Deductible
Per Occurrence Annual
Contribution

\$100,000,000 Limit

\$5,000 \$7,607

MISCELLANEOUS PROPERTY

(Property Wind, Hurricane, and Hail Deductible applies)

Deductible
Per Occurrence Annual
Contribution

RISK OF DIRECT PHYSICAL LOSS, REPLACEMENT COST
MUSICAL INSTRUMENTS

\$200,000 Limit

\$1,000 \$260

RISK OF DIRECT PHYSICAL LOSS, REPLACEMENT COST
EDP EQUIPMENT, DATA & MEDIA,
EDP EXTRA EXPENSE

\$8,000,000 Limit

\$5,000 \$11,200

RISK OF DIRECT PHYSICAL LOSS, STATED VALUE
FINE ARTS

\$100,000 Limit

\$1,000 \$130

MISCELLANEOUS PROPERTY (Property Wind, Hurricane, and Hail Deductible applies)	Deductible Per Occurrence	Annual Contribution
RISK OF DIRECT PHYSICAL LOSS, REPLACEMENT COST BAND AND CHOIR UNIFORMS		
\$100,000 Limit	\$1,000	\$130
LIABILITY	Deductible Per Occurrence	Annual Contribution
GENERAL LIABILITY INCLUDING PERSONAL INJURY AND LIABILITY COVERAGE FOR ITEMS CONSIDERED MOBILE EQUIPMENT		
\$1,000,000 Per Occurrence Limit	\$1,000	\$4,106
EMPLOYEE BENEFITS LIABILITY (\$100,000 Per Occurrence Limit)		
SCHOOL PROFESSIONAL LEGAL LIABILITY		
\$2,000,000 Per Occurrence Limit/ \$2,000,000 Annual Aggregate	\$10,000	\$16,412
Subject to the sublimits as stated in the Sexual Misconduct Claims Endorsement. \$100,000 per person and \$300,000 per Occurrence, \$300,000 as Maximum Limit per Occurrence Aggregate, and \$300,000 Maximum Annual Aggregate Limit.	Legal Liability Deductible Applies	Included in Legal Liability
VEHICLE COVERAGE		
FLEET LIABILITY	Deductible Per Occurrence	Annual Contribution
\$1,000,000 Combined Single Limit	\$5,000	\$31,381
PHYSICAL DAMAGE- Actual Cash Value	Deductible Per Vehicle	Annual Contribution
PRIVATE PASSENGER		
COMPREHENSIVE	\$1,000	\$48
COLLISION	\$1,000	\$115

VEHICLE COVERAGE

PHYSICAL DAMAGE - Actual Cash Value	Deductible Per Vehicle	Annual Contribution
ALL OTHER VEHICLES (Buses, Trucks, Trailers, and Vans)		
COMPREHENSIVE	\$1,000	\$11,649
COLLISION	\$1,000	\$3,349
MOBILE EQUIPMENT		
COMPREHENSIVE	\$1,000	\$128
COLLISION	\$1,000	\$84
CRIME	Deductible Per Occurrence	Annual Contribution
\$10,000 Limit	\$1,000	\$176
TOTAL CONTRIBUTION		\$197,026

The signed Contribution and Coverage Summary is due by September 1, 2007.

Participation Period: September 1, 2007 12:01 A.M. to September 1, 2008 12:01 A.M.

The Fund may purchase excess coverage for the Fund to ensure the Fund's fiscal integrity. The Fund may also act on behalf of individual Program Participants to obtain excess loss coverage, bill the Program Participant, and remit the amount to the appropriate party. In the event of a substantial change in terms or cost of excess coverage during the term of this Agreement, the Fund reserves the right to make adjustments to the terms of this Agreement, or to terminate this Agreement, with 60 days notice to the Program Participant. The Program Participant will have the right to terminate this Agreement prior to the effective date of the adjustment.

I understand the District is required to appoint a property/casualty coordinator that has express authority to represent and bind the District in all property/casualty program matters as outlined in the Interlocal Participation Agreement (Agreement), in the section titled "General Provisions."

I hereby appoint the property/casualty Coordinator as follows:

_____		_____
Name of appointed Coordinator		Coordinator title
_____		_____
Coordinator address		City, state, and zip
(____) _____	(____) _____	_____
Coordinator phone	Coordinator fax	Internet and/or E-mail address

Through the execution of my signature below, I hereby warrant that I am duly authorized to sign this Contribution and Coverage Summary and affirm the named Fund Member's participation for the time period shown above unless program participation is sooner terminated in accordance with the provisions in the Agreement. Furthermore, I certify that I have read and understand the entire Agreement.

Program Participant:

District name	

Authorized signature	

Printed name and title	Date

TASB Risk Management Fund:

By: _____	_____
James B. Crow, Secretary	Date

**TEXAS ASSOCIATION OF SCHOOL BOARDS
RISK MANAGEMENT FUND
Interlocal Participation Agreement — Property/Casualty**

This Interlocal Participation Agreement ("Agreement") is entered into by and between the Texas Association of School Boards Risk Management Fund ("Fund"), an administrative agency of cooperating local governments, ("Fund Members"), acting on its own behalf and the behalf of all Fund Members, and the undersigned local government of the State of Texas ("Program Participant"). The purpose of this Agreement is to facilitate effective risk management of the property/casualty obligations of Program Participants.

WITNESSETH:

WHEREAS, Program Participants are authorized by Texas Revised Civil Statutes Annotated Article 715c (Vernon's 1993), and the Texas Interlocal Cooperation Act (Chapter 791, Title 7, Government Code), to self-insure risks of loss for property/casualty exposures; and

WHEREAS, the Fund is an administrative agency of local governments cooperating in the discharge of their governmental functions; and

WHEREAS, the Program Participant desires to have available to it choices in risk financing and management offered by the Fund and does hereby become a member of the Fund.

NOW BE IT RESOLVED, that the undersigned Program Participant in consideration of the agreement of the Fund and the Fund Members to provide services as detailed in this Agreement, subject to the terms, conditions and general provisions of this Agreement, does hereby agree to the following terms, conditions, and general provisions.

In return for the payment of the contributions and subject to all terms of this Agreement, the parties agree as follows:

TERMS AND CONDITIONS

1. **Adopts Interlocal Agreement.** The Program Participant, acting by and through its duly authorized representative by this Agreement, hereby approves and adopts the Restatement of Interlocal Agreement in accordance with the terms and conditions set forth in that certain Interlocal Agreement promulgated on July 2, 1974, and Restated on May 20, 1997.
2. **Contribution and Coverage Summary.** The Program Participant agrees that the participation period and coverages provided hereunder shall be as specified in the Contribution and Coverage Summary.
3. **Term.** The term of this Agreement is for one year, and it automatically renews for successive one-year terms thereafter, unless sooner terminated as provided herein. The initial one-year term shall commence at 12:01 a.m. on September 1, 2004, and shall automatically renew upon that anniversary date, unless sooner terminated in accordance with the provisions of this Agreement, or any subsequent renewal thereof. Each subsequent automatic renewal shall be subject to the provisions of this Agreement, and expressly subject to the Fund's right to recalculate and assign the Program Participant's contributions for such renewal term.
4. **Termination.**
 - a. **By Either Party.** This Agreement may be terminated by either party on any successive renewal date by giving written notice to the other party no later than thirty (30) days prior to the next anniversary date.
 - b. **By Program Participant.** This Agreement may not be terminated by the Program Participant during any annual participation period. To terminate this Agreement, to be effective at the next anniversary date,



prior written notice must be given to the Fund by the Program Participant no later than thirty (30) days prior to the next annual renewal date.

c. **By Program Participant Upon Adverse Governmental or Judicial Intervention.** This Agreement may be terminated by the Program Participant according to the terms of paragraph 14 of the General Provisions section of this Agreement.

d. **By Fund.** The Fund may also terminate this Agreement by:

- (1) Giving ten (10) days notice by certified mail to the Program Participant if the Program Participant fails or refuses to make the payments or contributions as herein provided; or the Program Participant shall have the right to remedy the default within the ten (10) days written notice period provided herein; or
- (2) Giving ten (10) days notice by certified mail to the Program Participant if Program Participant fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund; or
- (3) Giving thirty (30) days notice by certified mail to the Program Participant if the Program Participant fails or refuses to follow loss control recommendations made by the Fund or its designee; or
- (4) Giving thirty (30) days notice by certified mail to the Program Participant if the Program Participant fails or refuses to comply with any agreement or undertaking on its part set forth in this Agreement or otherwise breaches this Agreement.

e. **Additional Termination Provision for Three-Year Rate Guarantee Participants.** Upon termination by the Program Participant prior to the end of the three-year rate guarantee plan, the Program Participant agrees to pay an early withdrawal charge of 4% of the contribution that would have been paid to the Fund for participation periods subsequent to the termination date. The expiring premium will be used to calculate the contribution for the future years. The adjusted contribution and early withdrawal charge will be considered immediately payable to the Fund.

f. **Financial Responsibilities Upon Termination.** If the Program Participant attempts to terminate its participation during the term of this Agreement or otherwise breaches this Agreement, the Program Participant shall bear the full financial responsibility for any unpaid benefits and expenses related to claims, asserted or unasserted, against the Fund or Program Participant which are made on behalf of the terminated Program Participant's employees or former employees and shall forfeit all contributions already made to the Fund. Further, the Program Participant and the Fund understand and agree that any amount then due and owing upon termination under this provision constitutes liquidated damages and not a penalty (both parties hereto agreeing that damages from such termination during the term are difficult to ascertain), and that the Fund is entitled to such liquidated damages from the terminated Program Participant, including, without limitation, initial estimated and adjusted contributions that are due the Fund. Program Participant further agrees that the Fund is entitled to accrued interest, if any, and attorneys fees in connection with the collection of said liquidated damages. Further, in the event of an attempt to terminate under this provision, it is understood and agreed by the Program Participant that the Fund will have no further responsibility of any kind or nature for any coverage so terminated.

5. a. **Contributions.** Program Participant agrees to pay contributions based on a plan developed by the Fund. Contributions as shown on the Contribution and Coverage Summary are payable upon receipt of an invoice from the Fund. A late charge amounting to the maximum interest allowed by law, but not less than the rate of interest under Section 2251.021, et seq., Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late charges are paid in full. The Fund reserves the right to collect all initial,



estimated and adjusted contributions that are due the Fund in the event of termination by the Program Participant or breach of this Agreement by the Program Participant.

The contribution shown on the Contribution and Coverage Summary and endorsements is an estimate. Upon expiration of each participation period, the Program Participant will report any changes to the vehicle log and/or property schedule in the form of a self audit that will be used to determine the final contribution. As a result of this reconciliation, any additional contributions payable to the Fund shall be paid by the Program Participant, and any overpayments of contributions due to the Program Participant shall be returned by the Fund. Upon request of the Program Participant, the Fund may waive the vehicle log audit, at the Fund's discretion. The agreement to waive the vehicle log audit must occur at the beginning of the Participation Period, and the Contribution and Coverage Summary will specify the Automobile Liability and/or Automobile Physical Damage coverages are written on a non-auditable basis. If the Fund agrees to waive the audit, no adjustment to the Automobile coverage contributions will occur as a result of vehicles purchased or sold during the Participation Period. The Fund reserves the right to audit the relevant records of any Program Participant.

- b. **Additional Contribution Provision for Three-Year Rate Guarantee Plan.** If the Fund and the Program Participant agree to a three-year rate guarantee plan, the terms and conditions of the three-year rate guarantee as shown in the Contribution and Coverage Summary will apply.
6. **Loss Control.** Loss control services will be provided by the Fund to the Program Participant. The Program Participant agrees that it will adopt the Fund's standards for loss control and cooperate in implementing any and all reasonable loss control recommendations.
7. **Property Appraisals.** A Program Participant adopting the property coverage as indicated on the Contributions and Coverage Summary agrees to provide a current appraisal of property values to the Fund. This appraisal may be submitted by the Program Participant through a mutually acceptable commercial appraisal service or the Program Participant may request an appraisal by the Fund appraisal staff subject to the appraisal fees in effect at the time of the appraisal. New Program Participants must complete the appraisal within 60 days of the inception date of the property coverage as stated on the Contribution and Coverage Summary. The newly appraised values and the corresponding additional contribution will be retroactive to the date of the appraisal notification.
8. **Vehicle Logs.** The Program Participant adopting Automobile Liability coverage or Automobile Physical Damage coverage agrees to submit a vehicle log, maintain the vehicle log during the term of this Agreement and submit a vehicle log upon audit as requested by the Fund. The log shall be in a format approved by the Fund, or its designee.
9. **Administration of Claims.** The Fund or its designee agrees to administer any and all property/casualty claims after timely notice has been given to the Fund by the Program Participant, and to provide a defense, when appropriate. The Program Participant hereby authorizes the Fund or its designee to act in all matters pertaining to processing and handling of property/casualty claims, and shall cooperate fully in supplying any information needed or helpful in the settlement or defense of those claims. The Program Participant waives none of its immunities and directs the Fund or its designee to plead such immunities on its behalf and on behalf of the Fund or its designee. It is the intent of the parties that the Fund shall have the same rights, responsibilities and benefits, including without limitation, immunities, as the Program Participant. The Fund or its designee shall carry on all negotiations with any third parties or their attorneys and negotiate settlements within authority previously granted by the Fund. The Fund or its designee shall, in its sole discretion, select, retain, and supervise legal counsel on behalf of, and in the name of, the Program Participant and at the expense of the Fund as necessary for the defense of any litigation. All decisions on individual cases shall be made by the Fund, or its designee, which includes the decision to settle, litigate, or appeal or not to appeal a final adjudication at the trial court level.



10. **Salvage.** The Fund shall have the right, in its discretion, to exercise rights of salvage to any damaged property paid for or replaced under the terms of this Agreement and the Coverage Document.
11. **Online Secured Documents.** The Program Coordinator named in the Contribution and Coverage Summary will be given secured access to an array of online reports, publications, and other related program resources available only to members through the Fund's Web site. The Program Coordinator, and only the Program Coordinator, will have responsibility for granting access to others within the Program Participant's organization, for activating access, and for terminating access.
12. **Misrepresentation, Concealment, Fraud.** All coverage provided by the Fund may be jeopardized if any Program Participant has:
 - a. Failed to provide complete and accurate statements of material facts in any document required by the Fund, including but not limited to applications, worksheets, audit sheets, disclosure statements, loss forms, exhibits, renewal information forms, claim history (including pending or potential claims), and requests for proposals;
 - b. Intentionally concealed or misrepresented any material fact or circumstance;
 - c. Engaged in fraudulent conduct; or
 - d. Made false statements;

relating to any coverage being claimed under any applicable Coverage Document, Interlocal Participation Agreement, Master Plan Document, and/or any other documents as set forth in this Agreement.

GENERAL PROVISIONS

1. **Appeals.** The Program Participant shall have the right to appeal any decision or recommendation to the Fund, whose determination will be final. Any appeal shall be made in writing to the Chair of the Fund's Board within 30 days of the decision or recommendation.
2. **Audit.** The Fund shall provide for an annual audit of its financial statements by a certified public accounting firm.
3. **Authorization to Participate.** Each Program Participant represents and warrants that its governing body has duly authorized its participation in the Fund.
4. **Bylaws.** The Program Participant agrees to abide by the Bylaws of the Fund, as they may be amended, and any and all reasonable policies and procedures established by the Fund.
5. **Compensation.** The parties agree that the contractual payments under this Agreement and all related exhibits and documents are amounts that fairly compensate the Fund for the services or functions performed under the Agreement.
6. **Contribution Adjustment.** Nothing in this Agreement shall relieve a Fund Member or former Fund Member from its obligations as an employer self-insuring through the Fund. Thus, should the Fund's income from operations for a given fund year be inadequate to pay the ultimate cost of claims incurred in that fund year, the Fund may collect an adjusted contribution from a Fund Member who no longer participates in the Fund if that Fund Member's contribution attributable to that fund year is inadequate to pay its claims incurred during that fund year.
7. **Cooperation and Access.** The Program Participant agrees that it will cooperate and comply with any reasonable requests for information and/or records made by the Fund. The Fund reserves the right to audit the relevant records of any Program Participant.
8. **Coordinator.** The Program Participant agrees to designate a program coordinator on the Contribution and Coverage Summary. The program coordinator shall have express authority to represent and bind the Program



Participant, and the Fund will not be required to contact any other individual regarding program matters. Any notice to or any agreements with the coordinator shall be binding upon the Program Participant. The Program Participant reserves the right to change the coordinator as needed by giving written notice to the Fund. Such notice is not effective until actually received by the Fund.

9. **Current Revenue.** The Program Participant hereby warrants that all payments, contributions, fees, and disbursements required of it hereunder shall be made from current revenues available to the Program Participant.
10. **Defense and Prosecution of Claims.** The Program Participant authorizes the Fund to regulate the commencement, defense, or other appearance of the Fund and/or any past or current Program Participant in any litigation, claim or dispute, and to engage counsel and appropriate experts, in the Fund's sole discretion, with respect to such litigation.
11. **Excess Coverage.** The Fund may purchase excess coverage to ensure the Fund's fiscal integrity. The Fund may also act on behalf of individual Program Participants to obtain coverage, bill the Program Participant, and remit the amount to the appropriate party. In the event of a substantial change in terms or cost of excess coverage during the term of this Agreement, the Fund reserves the right to make adjustments to the terms of this Agreement, or to terminate this Agreement, with 60 days notice to the Program Participant. The Program Participant will have the right to terminate this Agreement prior to the effective date of the adjustment. The Fund is not responsible for any payment or any obligations to the Program Participant from any reinsurer, stop loss carrier, or excess coverage provider.
12. **Governance.** The Fund shall be governed by a Board of Trustees ("Board") in accordance with the Bylaws.
13. **Insurance Terminology.** Any reference in this Agreement to an insurance term not ordinarily part of self-insurance terminology shall be deemed to apply to self-insurance and is not to be construed as being contrary to the self-insurance concept.
14. **Intervening Legislative or Judicial Action.** If after the execution of this Agreement, the State or Federal governments or the highest courts of either enact any statute, pass any rule or enter any decision that would substantially impact the rights or financial obligation of the Fund as it pertains to this Agreement, the Fund is given the right to recalculate the Program Participant's contributions and corresponding obligations to the Fund to compensate for the impact of the intervening governmental or judicial event. If the Fund exercises that option, it shall give 45 days advance written notice to the Program Participant of the intent to recalculate contribution and obligations and shall also detail the specifics occasioning such intervening governmental or judicial actions precipitating such event. The Program Participant shall then have the right during that 45 day period to give written notice to the Fund that the Program Participant is terminating the Agreement upon the expiration of such 45 day period. If the Program Participant fails to give the Fund timely notice of intent to terminate, then the Program Participant shall be deemed to have consented to the Fund's modifications and agrees to abide by and be bound by the Agreement as amended.
15. **Investments.** The Fund shall invest monies that are on deposit with the Fund in accordance with investment policies adopted by the Fund. The use of investment earnings shall be at the sole discretion of the Fund for the benefit of the Fund and its Program Participants.
16. **Lawsuit.** The Program Participant does hereby agree that any suit brought pursuant to the provisions of the specific program may be defended in the name of the Program Participant by the counsel selected by the Fund, in its sole discretion, or its designee, on behalf of and at the expense of the Fund as necessary for the prosecution of any litigation. Full cooperation by the Program Participant shall be extended to supply any information needed or helpful in such defense.
17. **Membership.** In the interest of providing effective school governance, the Program Participant must be a member of the Texas Association of School Boards and the TASB Risk Management Fund.
18. **Members' Equity.** The Fund at its sole discretion may declare and distribute a refund of the Fund Members' equity.



19. **Merger.** This Interlocal Participation Agreement, Terms and Conditions, and General Provisions, together with the Bylaws, Restated Interlocal Agreement, Contribution and Coverage Summaries, Contribution Worksheets, Service Fee Summaries, Schedules of Benefits, Master Plan Documents, Declaration Pages, Excess or Stop Loss Coverage Documents, Audit Worksheets, Exhibits, Applications, Disclosure Statements, and Coverage Documents, represent the complete understanding of the Fund, and Program Participant electing specific coverages through the Fund.
20. **Notice.** Any written notice to the Fund shall be made by first class mail, postage prepaid, and delivered to the Associate Executive Director for Risk Management Services, Texas Association of School Boards, Inc., P. O. Box 400, Austin, Texas 78767-400.
21. **Rating.** The Fund reserves the right to recalculate contributions and contribution rates in response to changes in the law, state or federal, by legislation or decisions by courts or regulatory agencies.
22. **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
23. **Standards of Performance.** Time shall be of the essence in the reporting of claims to the Fund, payment of any contributions or monies due and delivery of any written notices under this Agreement.
24. **Subrogation and Assignment of Rights.**
- a. The Program Participant, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund, and all rights to any suit, claim, demand, or cause of action against any third party who may bear any liability for injuries upon which any claim of coverage may be predicated under this Agreement, including the full right and power to maintain an action against any third party, to settle, compromise, or reassign any cause of action, and to give a full release in full discharge of any liability. The Fund has the right, in its sole discretion, without notice to the Program Participant, to bring all claims and lawsuits in the name of the Program Participant or the Fund, and the Program Participant acknowledges and understands that all subrogation rights and recoveries belong to the Fund, up to the amount of benefits, expenses, and attorney fees incurred by the Fund, with the balance, if any, being paid to the Program Participant. Award of funds to any person entitled to coverage hereunder, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole.
 - b. **No Waiver of Subrogation Rights.** The Program Participant shall do nothing either before or after a loss, or before, during, or after the term of this Agreement to prejudice the Fund's existing or prospective subrogation rights under this Agreement. If the Program Participant has at any time waived or attempted to waive any subrogation right without first obtaining the Fund's express written approval, then the Fund shall be entitled to immediately and directly recover from the Program Participant any and all sums that absent such waiver it would have been able to recover from the third party or entity, plus attorneys fees and expenses necessary for such recovery.
 - c. **Disclosure of Prior Waivers.** If prior to the execution of this Agreement or of a loss covered by this Agreement, Program Participant has executed any agreement with a third party or entity that waives or purports to waive any rights that would potentially affect the Fund's subrogation rights under this Agreement, the Program Participant shall upon the execution of this Agreement (or upon later discovery of such third party waiver) immediately in writing disclose all of the details of such transactions to the Fund. If such disclosure occurs before a loss that gives rise to potential subrogation rights under this Agreement, the Fund shall have the exclusive right and option to:
 - 1) redetermine the amount of the Program Participant's increased contributions, if any, occasioned by this previously undisclosed transaction, which Program Participant shall pay immediately; or
 - 2) to cancel Program Participant's future coverage under this Agreement.
 - d. **Disclosure or Discovery of Subrogation Rights Waived After Loss.** If after a loss covered by this Agreement that would have given the Fund subrogation rights against third parties (absent a nondisclosed waiver by Program Participant), the Fund becomes aware of or discovers that the Program Participant has done any action that would adversely affect the Fund's rights to recover damages, and/or expense and/or



attorney fees from another, then the Fund shall have the right to recover from the Program Participant any and all monies, expenses and attorneys fees that the Fund could have recovered from the third party or entity, and its reasonable expenses of collection.

- e. The Program Participant's right to be made whole is expressly superceded by the Fund's subrogation rights and the Fund has a priority as to all funds recovered and a prior right to any full or partial recovery, up to the amount of benefits and expenses incurred by the Fund, and the remaining balance paid to the Program Participant for the benefit of the person or entity that suffered the covered loss. The Program Participant expressly waives any and all rights to be made whole that would conflict with the Fund's subrogation rights priority.
25. **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Travis County, Texas, unless otherwise mandated by law.
26. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

Signature page on reverse side +



TO BE COMPLETED BY THE FUND:

IN WITNESS WHEREOF, the parties, acting through their duly authorized representatives, sign this Agreement as of the term specified in Article 3.

TEXAS ASSOCIATION OF SCHOOL BOARDS RISK MANAGEMENT FUND
Cindy L. Purdy

By: _____
Chair, Board of Trustees
Texas Association of School Boards Risk Management Fund,
acting on behalf of all other participating Fund Members

Date: 8/31/04

TO BE COMPLETED BY FUND MEMBER:

Canutillo I.S.D. Name of Program Participant (ISD, CAD, ESC)

By: *[Signature]*
Signature of authorized representative of Program Participant

Date: August 30, 2004

Tony Reza
Printed Name of Authorized Representative





Canutillo Independent School District

7965 Artcraft Rd.
El Paso, Texas 79932

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

Tony Reza
Executive Director
Business Services

(915) 877-7425
FAX (915) 877-7415
treza@canutillo-isd.org

TO: Board of Trustees July 30, 2007

THROUGH: Tony Reza *[Signature]*
Executive Director

FROM: Kathy Ellis *[Signature]*

SUBJECT: Approval of Warrant List for June 21, 2007 through July 25, 2007

Enclosed in your packet is the warrant list for June 21, 2007 through July 25, 2007. I recommend its approval in the amount of: **\$ 2,641,205.61.**

The following Board members abstain from voting on individual payments as follows:

Mago Arellano	Am. Exp./registration-SLI	\$	315.00	Page 10
Sergio Coronado	Advantage Rent-A-Car	\$	163.33	Page 2
Carl Frieze	Am. Exp./registration-SLI	\$	315.00	Page 10
Shonda Jordan	Am. Exp./registration-SLI	\$	465.00	Page 10
Yvonne Sanchez	Am. Exp./registration-SLI	\$	465.00	Page 9
	Am. Exp./travel-SLI	\$	209.80	Page 10

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

Agenda Item: Statements of Impact

Date: 7/19/2007

Subject: Statements of Impact Regarding Charter Schools

Presented By: Pauline Dow, Associate Superintendent Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The El Paso Education Initiative, Inc. intends to submit an application to the State Board of Education for two open-enrollment charter schools. CISD is receiving this information because the proposed charter schools' designated geographic boundary overlaps with CISD boundaries. CISD needs to submit Statements of Impact to the SBOE of whether the proposed charter schools may adversely impact the district financially or in some other respect.

2. SUPERINTENDENT RECOMMENDATION:

Inform the SBOE that the proposed open-enrollment charter schools are not expected to adversely impact the district to a significant degree.

3. BOARD ACTION REQUESTED:

Move to approve submission of Statement of Impact forms to the SBOE responding that the proposed open-enrollment charter schools are not expected to adversely impact the district to a significant degree.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

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

Subject: Administrative Personnel Actions for Date: August 14, 2007
Board of Trustee Information Only

Presented by: Renée O'Donnell Consent Agenda: _____

ACTION

1. **BACKGROUND INFORMATION**

Superintendent approved employment of personnel:

Yesenia Alarcon	PE Teacher, CHS, Effective 8/20/07
Dennise Borunda	Campus Instructional Coordinator, BCE, Effective 8/15/07
Nancy Carrillo	Special Ed. Teacher, CHS, Effective 8/20/07
Veronica Chavarria	Speech Language Pathologist, Effective 8/15/07
Emily Denny	Music Teacher, GES, Effective 8/20/07
Laura Escobar	Nurse, GES, Effective 8/13/07
Luann Escobar	Testing Coordinator, Effective 7/2/07
Martha Fernandez	Accountant, Effective 8/6/07
Vicente Fernandez	Maintenance/Groundskeeper, Effective 7/16/07
James Gruver	Math Teacher, CHS, Effective 8/20/07
Anita Hayes	Speech Language Pathologist, Effective 8/15/07
Ekai Imana	Science Teacher, CHS, Effective 8/20/07
Mario Lucero	Social Studies Teacher, CHS, Effective 8/20/07
Damaris Martinez	English Teacher, CHS, Effective 8//20/07

Superintendent approved employment of personnel (cont.):

Rudy Medina	Math Teacher, CHS, Effective 8/20/07
Jaime Mercado	Counselor, AMS, Effective 8/15/07
Lorraine McWhorter	Athletic Trainer, CMS, Effective 8/20/07
Larry Morales	Health Teacher, CHS, Effective 8/20/07
Mario Moreno	Science Teacher, AMS, Effective 8/20/07
David Ortega	PE Teacher, CHS, Effective 8/20/07
Boyapati Reddy	Math Teacher, CHS, Effective 8/20/07
Stephanie Zelenak	Campus Instructional Coordinator, CES, Effective 8/15/07

Superintendent approved position changes for personnel:

Loretta Berumen	Nurse, CHS, 187 days to 197 days, Effective 8/13/07
Betz Britton	Nurse, CES, 187 days to 197 days, Effective 8/13/07
Scott Brooks	Teacher/Coach, CHS, to Athletic Coordinator, Effective 8/15/07
Grace Carbajal	Nurse, JDE, 187 days to 197 days, Effective 8/13/07
Sofia Carrasco	FS Sub to FS Helper, CHS Effective 4/30/07
Cindy Castañeda	Title I Asst., CES, to Special Ed. 1 on 1 Asst., CES, Effective 8/22/07
Michele Cicchetti	Nurse, AMS, 187 days to 197 days, Effective 8/13/07
Maria Estorga	PT FS Helper, CES, to FT FS Baker, CES, Effective 8/22/07
Rosa Estorga	Custodian, BCE to Lead Custodian, BCE, Effective 7/24/07

Superintendent approved position changes for personnel (cont.):

Cary Flores	Special Ed. Teacher, CHS to Special Ed. Lead Teacher, Effective 8/13/07
Christina Galindo	Nurse, CMS, 187 days to 197 days, Effective 8/13/07
Christine García	Nurse, DDE 187 days to 197 days, Effective 8/13/07
Roberto Guerrero	Bilingual Teacher, DDE, to Bilingual Teacher, BCE, Effective 8/20/07
Roberto Herrera	PE Teacher, AMS, to PE Teacher, CHS, Effective 8/20/07
Diana Kadlek	Nurse, BCE, 187 days to 197 days, Effective 8/13/07
Rosalinda Lujan	Attendance Clerk, JDE, to Office Manager, GES, Effective 7/23/07
Margarita Molinar	FS Helper, DDE, to FS Helper, CMS, Effective 8/22/07
Shirley Montgomery	Monolingual Teacher, DDE, to Monolingual Teacher, BCE, Effective 8/20/07
Ramona Morales	PK Teacher, JDE to 3 (B) Teacher, GES, Effective 8/20/07
Teka Mutchler	PT Counselor, CMS/AMS, to FT Counselor, CMS, Effective 8/15/07
Louisa Ochoa	Bilingual Teacher, DDE, to Bilingual Teacher, CMS, Effective 8/20/07
Josefina Perez	Parent Liaison, DDE, to Attendance Clerk, GES, Effective 8/15/07
Monica Prieto	Counselor, CHS to Counselor, CMS, Effective 8/15/07
Gracie Ramirez	Receptionist, DDE, to Office Manager, DDE, Effective 6/28/07

Superintendent approved position changes for personnel (cont.):

Laurie Ramirez	Receptionist, HR to Auxiliary Personnel Specialist, HR Effective 7/2/07
Isidro Reyes	Lead Custodian, BCE to District Lead Custodian, Effective 6/4/07
Rose Rocha	Campus Office Manager, JDE, to School Resources Clerk, Effective 7/23/07
Ramon Sapien	Custodian, JDE, to Lead Custodian, GES, Effective 7/26/07
Sharon Schadler	Technology Lead Teacher, CHS, to Math Teacher, CHS, Effective 8/20/07
Lilia Sotelo	Special Ed. Asst., CHS, to 504 Asst., GES, Effective 8/22/07

Superintendent approved resignations:

Amanda Burk	3 (B) Teacher, BCE, Effective 5/29/07
Rosanna Dominguez	Bus Driver, Effective 8/1/07
Margarita Molinar	FS Worker, Effective 8/10/07
Jose Conchas	Bus Driver, Effective 7/2/07
Jose Diaz	Social Studies Teacher, AMS, Effective 5/29/07
Marco Fernandez	Lead Mechanic, Effective 8/2/07
Geoffrey Kimble	Social Studies Teacher, CMS, Effective 5/29/07
Gabriela Marquez	Counselor, CMS, Effective 6/30/07
Delia Ordoñez	Librarian, CHS, Effective 7/27/07
Teresa Purcell	Music Teacher, GES, Effective 7/3/07
Francisco Rentas	Theatre Arts Teacher, CMS, Effective 5/29/07

Superintendent approved resignations (cont.):

Connie Sanchez	Athletic Trainer, Effective 7/24/07
Mary Shepherd	Counselor, CHS, Effective 7/10/07
Marta Patricia Winter	Speech Language Pathologist, Effective 7/13/07

Superintendent approved retirements:

Sharon Schadler	Math Teacher, CHS, Effective 5/29/07
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2. **BOARD ACTION REQUESTED**

No action required.

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

Agenda Item: Use of Canutillo High School Facilities

Date: July 19, 2007

Subject: Building request from Mision de Gracia Church

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda _____

ACTION

1. BACKGROUND INFORMATION:

Mision de Gracia Church is requesting the use of Canutillo High School Outdoor Plaza for a church musical workshop on September 8, 2007 from 7:00-10:00pm.

2. SUPERINTENDENT RECOMMENDATION:

Authorize use of CHS Outdoor Plaza on Sept 8, 2007 for the religious event of Mision de Garcia Church.

3. BOARD ACTION REQUESTED:

Move to approve the use of Canutillo High School Outdoor Plaza for the Mision de Garcia Church's religious event on Sept. 8, 2007.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____



Canutillo Independent School District

7965 Aircraft Road El Paso, Texas 79932
Mailing Address: P.O. Box 100 Canutillo, Texas 79835

RESOLUTION

WHEREAS, the Rio Grande Council of Governments (Council) is a voluntary association of local governments established under state law to promote coordination and cooperation in the delivery of governmental services, and the improvement of the health, safety and general welfare of their citizens within the Upper Rio Grande State Planning Region in accordance with the Texas Local Government Code, Chapter 391; and

WHEREAS, eligible local governmental units within the Upper Rio Grande State Planning Region may become members of the Rio Grande Council of Governments by adopting the By-laws of the Council and appropriating the funds required to pay their share of the dues of the Council in accordance with the schedule contained within said By-laws; and

WHEREAS, the governing body of the Canutillo ISD has reviewed the By-laws of the Rio Grande Council of Governments and agrees with the purpose, objectives, and policies stated therein; and

WHEREAS, the governing body of the Canutillo ISD shares common objectives with the Rio Grande Council of Governments and desires to be represented on and participate in the activities of the Council;

NOW THEREFORE, BE IT RESOLVED that the Canutillo ISD hereby adopts the By-laws of the Rio Grande Council of Governments and authorizes the appropriation of funds for the payment of annual membership dues in the Council.

PASSED AND APPROVED this the ____ day of _____, 2007.

Sergio Coronado, Board President

Armando Rodriguez, Board Secretary



Benefits to Canutillo ISD from joining the RGCOG:

1. Advance knowledge of opportunities for regional cooperation
 - infrastructure plans
 - growth planning
 - proposed services
 - efficient use of public funds through joint project/program activities & planning
2. Information about potential funding sources & assistance in applying for grant funds
 - juvenile justice & delinquency prevention (JJDP & SDFSC) for at-risk youth
 - emergency planning/CERT
 - hazard mitigation planning
 - solid waste: recycling & environmental education
 - Economic Development Administration funding
 - Government Applications Review & Comment Committee
 - El Paso Planning Alliance
3. Staff technical assistance on state & federal programs
4. Opportunities for networking with key policy and decision-makers in the region



WHAT IS CERT?

CERT is a positive and realistic approach to emergency and disaster situations where citizens may initially be on their own and their actions can make a difference. While people will respond to others in need without the training, one goal of the CERT program is to help them do so effectively and efficiently without placing themselves in unnecessary danger. In the CERT training, citizens learn to:

- manage utilities and put out small fires,
- treat the three medical killers by opening airways,
- controlling bleeding, and treating for shock,
- provide basic medical aid,
- search for and rescue victims safely,
- organize themselves and spontaneous volunteers to be effective,
- collect disaster intelligence to support first responder efforts.

HOW DID CERT START?

1985:

The idea to train volunteers from the community to assist emergency service personnel during large natural disasters began. In February of 1985, a group of Los Angeles City officials went to Japan to study its extensive earthquake preparedness plans. The group encountered an extremely homogenous society that had taken extensive steps to train entire neighborhoods in one aspect of alleviating the potential devastation that would follow a major earthquake. These single-function neighborhood teams were trained in fire suppression, light search and rescue operations, first aid, or evacuation.

In September of 1985, a Los Angeles City investigation team was sent to Mexico City following an earthquake there that registered a magnitude 8.1 on the Richter scale and killed more than 10,000 people and injured more than 30,000. Mexico City had no training program for citizens prior to the disaster. However, large groups of volunteers organized themselves and performed light search and rescue operations. Volunteers are credited with more than 800

successful rescues; unfortunately, more than 100 of these untrained volunteers died during the 15-day rescue operation.

The lessons learned in Mexico City strongly indicated that a plan to train volunteers to help themselves and others, and become an adjunct to government response, was needed as an essential part of overall preparedness, survival, and recovery.

1986:

The City of Los Angeles Fire Department developed a pilot program to train a group of leaders in a neighborhood watch organization. A concept developed involving multi-functional volunteer response teams with the ability to perform basic fire suppression, light search and rescue, and first aid. This first team of 30 people completed training in early 1986 and proved that the concept was viable through various drills, demonstrations, and exercises. Expansion of the program, however, was not feasible due to limited City resources, until an event occurred in 1987 that impacted the entire area.

1987:

On October 1, 1987, the Whittier Narrows earthquake vividly underscored the threat of an area-wide major disaster, and demonstrated the need to expedite the training of civilians to prepare for earthquakes and other emergencies.

Following the Whittier Narrows earthquake, the City of Los Angeles took an aggressive role in protecting the citizens of Los Angeles by creating the Disaster Preparedness Division (now the Disaster Preparedness Section) within the Los Angeles Fire Department. Their objectives included:

- Educate and train the public and government sectors in disaster preparedness
- Research, evaluate, and disseminate disaster information
- Develop, train, and maintain a network of Community Emergency Response Teams (CERTs).

1993:

The Federal Emergency Management Agency (FEMA) decided to make the concept and program available to communities nationwide. The Emergency Management Institute (EMI), in cooperation with the LAFD, expanded the CERT materials to make them applicable to all hazards.

2002:

In January 2002, CERT became part of the Citizen Corps, a unifying structure to link a variety of related volunteer activities to expand a community's resources for crime prevention and emergency response.

2004:

As of January 2006, 52 states, three territories and six foreign countries are using the CERT training.

WHY DO THE CERT TRAINING?

Well, it's like paying for car insurance. You might never need either; you'd hope not to. But if the occasion arises, having the CERT training, just like having car insurance, means you're as ready as you can be to help yourself, your family and your neighborhood.

HOW DO I JOIN?

CERT members receive 20 hours (Two days) of initial training. Once the members complete the class they will receive a certificate of completion.

CERT is provided free of charge within the following counties: Brewster, Culberson, El Paso , Hudspeth, Jeff Davis, and Presidio County .

Classes are taught once per quarter at the El Paso Fire Department Training Facility. You can also organize a class for your neighborhood, business or community group. You need a minimum of 25 people to be trained and a location to hold the training.

To register for a class, call the contact person to verify the date, time and location of the class. If the contact says you can't attend for any reason, send an email to lennieb@riocog.org immediately. If you don't see a class near you, call Lennie Brooks at 915-533-0998 ext. 166 or send and email and give your name, phone number, zip code and community name. When a class is scheduled in your area, we will contact you.

The West Texas CERT Training only conducts non-discriminatory classes. Non-discrimination includes race, religion, gender, and group affiliations.



Hazard Mitigation Planning

The Rio Grande Council of Governments submitted a hazard mitigation plan for El Paso County to the Governor's Division of Emergency Management and the Federal Emergency Management Agency. The plan has been approved by both agencies. The plan consists of ways to determine how to reduce or eliminate the loss of life and property damage resulting from natural and human-caused hazards. The plan is essential for all communities and school districts in El Paso County in order to access any future funding from the federal government if the County were ever to be declared a federal disaster.

The Rio Grande Council of Governments may also assist the Canutillo ISD in identifying funding for projects that will mitigate any future potential natural or human caused hazards in the district's region whenever there is a federal disaster declaration in the State of Texas.



Criminal Justice Planning

The Rio Grande Council of Governments (RGCOG) may assist the Canutillo ISD in accessing programs and funding for at risk youth in the district. The RGCOG is aware of the rising gang problem in the Upper Valley. The RGCOG may assist the District in identifying resources which will support the District to combat the problem. The RGCOG will identify short-term and long term solutions. The RGCOG has a long-standing relationship with the El Paso County Sheriff's Region VIII Training Academy, the Office of the Governor's Criminal Justice Division, and the U.S. Department of Justice's Office for Victim's of Crime; these agencies will be essential in mitigating the dilemma that is facing Canutillo ISD today.

RIO GRANDE COUNCIL OF GOVERNMENTS

BYLAWS

ARTICLE I.

Organization

A Regional Planning Commission is hereby established pursuant to the provisions of Article 1011M, Vernon's Annotated Civil Statutes, to be known as the Rio Grande Council of Governments, a voluntary association of local governmental units within the Upper Rio Grande State Planning Region, comprised of the Counties of El Paso, Hudspeth, Culberson, Jeff Davis, Presidio and Brewster; Texas and Dona Ana County, New Mexico.

ARTICLE II.

Objectives and Declaration of Policy

The signatories of the Agreement establishing this Council of Governments hereby declares that the objectives of this Council shall be to encourage and permit local units of government to join and cooperate with one another to improve the health, safety and general welfare of their citizens; to plan for the future development of governmental units within the region to the end that transportation systems may be more carefully planned; that communities and areas within the region grow with adequate street, utility, health, educational, recreational and other essential facilities; that needs of agriculture, business and industry be recognized; that residential areas provide healthy surroundings for family life; that historical and cultural value be preserved; and that the growth of the communities and areas within the region is commensurate with and promotive of the efficient and economic use of public funds. In achieving this purpose, the Council may exercise any powers heretofore or hereafter conferred upon it by State law.

ARTICLE III.

Membership

1. Eligible governmental units within the area embraced by the Agreement may become members of the Rio Grande Council of Governments by the passage of an ordinance, minute order, resolution or other appropriate and legal action of the governing body adopting the Agreement creating this Council and these By-laws and appropriating the funds required to pay its share of the dues of the Council.
2. Governmental units eligible to become voting members of the Council shall be:
 - a. Cities, counties, towns and villages and Native American governmental entities which are incorporated and actively functioning.
 - b. Independent School Districts.
 - c. Water, sewer, hospital and other special purpose governmental units.
3. To be eligible for membership, a governmental unit shall be geographically situated, in whole or part, within the planning region.
4. A member of the Council may withdraw by the passage of an ordinance, minute order, resolution or other appropriate and legal action of its governing body.
5. A member shall be eligible for representation only while remaining active in membership through the payment of dues as provided by these By-laws.
6. All other organizations within the region, whether public or private, that are not eligible for membership under Article 1011M, Vernon's Annotated Civil Statutes, who are concerned with the same objectives as the Council, may, by a formal letter, become an Associate Member. Such members may participate in the regional planning process in an advisory capacity only, and shall not have the right to vote in the Council or be represented on the Council's Board of Directors. There shall be annual dues for Associate Members of \$110.00 per year for non-profit organizations; all others are \$275.00 per year.

ARTICLE IV.

Representation

1. Each participating general purpose governmental unit with a population in excess of 50,000 within its political jurisdiction may appoint five (5) representatives to serve on the Council.
2. Each participating general purpose governmental unit with a population below 50,000 within its political jurisdiction may appoint one (1) representative to serve on the Council.
3. All other participating government units may also appoint one (1) representative to serve on the Council.
4. In the event that a designated representative of any participating governmental unit is no longer associated with that governmental unit, or is unable to attend a meeting of the Council or Board of Directors, members may submit a list of approved alternates, all of whom are elected officials from within the Rio Grande Council of Governments, that may have names added to or deleted from, that shall have all voting and procedural privileges. The executive secretary shall keep a list of approved alternates for each member.

ARTICLE V.

Meetings

1. The Council shall meet once each year in September at which time the representatives of the participating governmental units shall elect the Officers of the Council; adopt the Annual Work Program and Budget; and conduct other business as may be deemed necessary. A simple majority of the total number of voting representatives shall constitute a quorum for the transaction of business.
2. Special Council meetings may be called by either the President or by a majority vote of the Board of Directors. Meetings called by the President shall be announced by written notice served upon or mailed to each representative at least

ten (10) days prior to the meeting. The written notice shall specify the time, place and objectives of the called meeting and business transacted at such meeting shall be confined to the objectives as stated in such notice.

3. At any meeting, the vote of the majority of the voting representatives present shall decide any question brought before such meeting, except that a majority vote of the total number of voting representatives shall be required to amend the By-laws.

ARTICLE VI.

Election of Officers and Directors

1. A Board of Directors comprised of representatives of participating governmental units shall be selected at the Annual Meeting as follows:
 - a. Three El Paso representatives, all of whom shall be members of the county governing body.
 - b. Three City of El Paso representatives, all of whom shall be members of the City Council.
 - c. Member cities other than El Paso shall be entitled to three (3) directors. One to be elected from member cities within El Paso County, one to be elected from member cities with five rural counties in Texas and one to be elected from member cities in Dona Ana County, New Mexico. Each representative must be a member of their respective governing body.
 - d. Each member school district with 10,000 or more students, to include El Paso Community College, shall designate one representative to serve on the Board of Directors. The representative must be a member of their respective governing body.
 - e. A representative from each member county other than El Paso. The representative on the Board of Directors shall be the County Judge of the member county.
 - f. A representative to be selected from all Special District members. The representative must be a member of their respective governing body.
 - g. a representative from the Ysleta del Sur Pueblo.
2. From the representative selected to serve on the Board of Directors, the Council,

at the Annual Meeting, shall elect a President, a First Vice-President and a Second Vice-President. The President shall serve as Chairman of the Board of Directors. In the event of a vacancy in the Presidency and the Chairmanship, the First Vice-President shall succeed to and serve in such capacities. The Second Vice-President shall succeed to the Office of First Vice-President in the event of any vacancy. Subject to continued eligibility, the order of succession shall be followed in succeeding years.

3. A Director's tenure on the Board of Directors shall be conditioned upon his continued representation of a participating governmental unit. Any vacancies occurring in any of the designated positions created in (a) (b) (d) or (e) of Section I hereof shall be filled by the governmental unit represented by the vacated positions. Any vacancy occurring in any of the elected positions created in (c) of Section I hereby shall be filled by majority vote of the remaining Directors.
4. A Nominating Committee comprised of selected members from the Board of Directors appointed by the President shall, prior to the Annual Meeting, select a slate of three elected Directors, in conformance with the requirements of (c) of Section I, to be presented to the Council at its Annual Meeting.
5. A Treasurer shall be appointed by the Board of Directors. The Treasurer shall not serve as a representative of any governmental unit or have a vote on the Council.

ARTICLE VII.

Board of Directors

1. The Board of Directors as set forth in Article VI of these By-laws shall be the governing body of the Council and between meetings of the entire membership, shall be responsible for the general policies and programs of the Council and for the control of its funds. The Board of Directors shall be composed of at least $66 \frac{2}{3}$ percent of elected officials of participating governmental units.
2. The Board of Directors shall meet monthly, or upon call by its Chairman, at a time and place which it shall designate.
3. A majority of the total number of the voting members of the Board of Directors

shall constitute a quorum for the transaction of all business. When a quorum is present at any meeting, the majority votes of the Board members present shall decide any question under consideration.

ARTICLE VIII.

Executive Director

1. The Board of Directors shall employ an Executive Director who shall be qualified by college training and/or experience in public administration, urban, metropolitan or regional planning and shall serve at the pleasure of the Board of Directors.
2. The Executive Director shall be the Chief Administrative Officer of the Council and shall, subject to the rules and regulations of the Board of Directors, act for and in the name of the Council and appoint and remove all subordinate employees.
3. The Executive Director shall prepare an Annual Budget of the Council and shall faithfully execute all other duties and responsibilities vested in and required of him by the Board of Directors.
4. The Executive Director shall recommend the employment of private firms and/or governmental units, including member governments, to the Board of Directors.
5. The Executive Director shall serve as Secretary to the Board of Directors, but shall have no vote.

ARTICLE IX.

Finance

1. Participating governmental units shall pay annual dues up to the amount indicated on the following schedule:

a. Each county will contribute .0475 cents per capita based on the 2000 census (or current planning figures) with a minimum of \$4,500.00 per county with a population below 50,000.

b. Cities and Native American entities will contribute as follows:

<u>Population</u>	<u>Amount</u>
Below 500	\$ 1,749.00
500 - 3,000	\$ 2,477.00
3,000 - 50,000	\$ 4,044.00
Above 50,000	.0475 cents per capita

c. Each independent school district, community college or university will contribute as follows:

<u>Students Enrolled</u>	<u>Amount</u>
Below 1,000	\$ 1,200.00
1,000 - 5,000	\$ 1,700.00
5,000 - Above	\$ 2,775.00

d. All other governmental units (Special Districts) contribute \$1,700.00 per entity.

e. Associate members \$ 250.00

2. Each governmental unit shall pay an amount equal to one year's dues to the Treasurer, within thirty (30) days from the effective date of membership in the Council. Annual dues shall be due on or before October 31st of each calendar year, based on the population figures established by that government or the Federal Census, whichever is higher. The treasurer shall make these funds available to the Board of Directors.

3. The Council may apply for, contract for, receive and expend funds or grants from the State of Texas, the State of New Mexico, the Federal government, or any other source. The Council shall have no power to levy any character of tax whatsoever.
4. Funds of the Council shall be deposited in a depository to be designated by the Board of Directors and may be expended upon check or warrant signed and counter-signed by such officers or such persons as the Board of Directors may designate.

ARTICLE X.

Adoption and Amendment

1. These By-laws shall become effective upon adoption by a majority vote of the representatives of the Council, and may be amended at any meeting of the Council by affirmative vote of a majority of the total number of representatives, provided that at least ten (10) days notice in writing is given to all representatives setting forth the proposed amendment.

ARTICLE XI.

Annual Report and Audit

1. The Council shall prepare an Annual Report concerning the accomplishments during the preceding fiscal year. The Council shall have an independent Annual Audit made of its financial accounts and transactions during the same period of time. The Executive Director shall submit a copy of such Audit and Annual Report to all participating governmental units.

ARTICLE XII.

Parliamentary Procedure

1. All meetings shall be conducted pursuant to parliamentary authority provided in the most recent revision of "Robert's Rules of Order," except as modified by these By-laws.

ATTEST:



Executive Director
Amended: October 12, 2006



President

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

Agenda Item: Review and possible approval of fee schedule for facilities use

Date: Aug 9, 2007

Subject: Fee schedule approval

Presented By: Pauline Dow, Associate Superintendent

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

According to GKD(LEGAL) The Board may set and collect rentals, rates, and charges from students and others for the occupancy or use of any of the District's facilities. In the amounts and manner determined by the Board.

2. SUPERINTENDENT RECOMMENDATION:

The recommendation is to approve fee schedule embedded in GKD(REGULATION) attached.

3. BOARD ACTION REQUESTED:

Motion to recommend approval of fee schedule as recommended by the Superintendent.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

LEASE AMOUNTS

The following are amounts charged for use of school facilities for non-school purposes:

	First-Hour Charge	Hourly Rate Thereafter
Classroom	\$15	\$10
Lecture Room/Board Room	\$25	\$15
*Cafeteria/Cafetorium	\$35	\$20
Gymnasium	\$55	\$25
Auditorium (High School)	\$ 850 for a four hour block	
Outdoor Plaza	\$400 per day	
Electricity charge	\$cost/hr/per plug	

Athletic Field <u>without</u> lighting (Middle School)	\$100	\$ 75
Athletic Field <u>with</u> lighting (Middle School)	\$200	\$100
CHS Baseball Field	\$250 per game	
CHS Basketball Gym	\$500 per game – plus labor costs	
CHS Stadium	\$3,000 per game-plus labor costs	

Note: CHS Practice Field is not available for rental.

*Does not include kitchen facilities. Use of kitchens is prohibited unless under the supervision of district food services personnel. Fees for food service employees shall be charged at regular hourly rates.

NOTICE REQUIREMENT

Organizations using district facilities will be required to give notice to the Associate Superintendent’s Office as least FIFTEEN days in advance of the event. This notice shall be given through the Campus Administrator via a completed **Facility Request Form (Exhibit A)**. The organization is required to sign an agreement stating the terms of facility use no later than TEN days prior to the event (Exhibit B, C or D).

EXHIBITS

Use of facilities shall require completion of two documents: Exhibit A ~ Facility Request Form and one of the following: Exhibit B ~ General Facility Use Agreement (for use of classroom, cafeteria/cafetorium, gymnasium or athletic fields, excluding CHS stadium), Exhibit C ~ Lease for High School Auditorium, or Exhibit D ~ Lease for High School Stadium.

FACILITIES CHARGE AND DEPOSIT

Organizations using district facilities will be required to pay in full the facilities charge as stated in the contract FIVE days in advance of the event. A check return fee of \$40 will be charged for any organization whose check is returned due to insufficient funds. The Superintendent or designee reserves the right to impose a deposit requirement on any and all organizations requesting to use district facilities.

CUSTODIAL SERVICES

Organizations using district facilities will be charged a flat rate of **\$22 per hour** for any custodian on duty. The organization will be required to pay in full the cost to be incurred for custodial services FIVE days prior to the event and as stated in the agreement.

SECURITY SERVICES

The district will provide security if conditions require it. Security shall be required for any event that will be attended by more than 50 persons. The district will contract the

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security needed for the event and the cost will be paid by the organization. The organization will be required to pay in full the cost to be incurred for security FIVE days prior to the event and as stated in the agreement.

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AUDITORIUM

To request the use of the auditorium, an organization shall complete Exhibit A: Facility Request Form in addition to Exhibit C: School Auditorium Lease. This contract must be approved by the theatre director and the principal. The High School auditorium can be rented in blocks of four hours at a cost of \$800. In addition to the rental fee, the organization will be charged an additional fee if special requirements are needed for the use of the lighting, sound stage, or video equipment. This equipment can only be used by employees or students of the district. A House Manager, sound technician and light technician must be present at all functions when the auditorium is in use. The crew expenses are as follow:

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Crew Expenses:

House Manager (One Adult)-Mandatory Personnel	\$23.50 per hour
Sound Technician (One Student)-Mandatory Personnel	\$ 7.50 per hour
Light Technician (One Student)-Mandatory Personnel	\$ 7.50 per hour
Stage Manager (One Student)-Optional	\$ 7.50 per hour
Backstage Staff (Two Students)-Optional	\$ 7.50 per hour

The rental fee can only be waived by the Superintendent or designee, but the crew expenses must be charged to compensate the employees and students. Security must be provided if over 50 persons will be in attendance.

OTHER COSTS

Facilities shall be used only when a custodian is on duty to open and close the facility. If a building employee is a member of the organization using the facility and is present when the activity is taking place, opening and closing of the facility may be delegated to that person. Additional service for set-up, etc. shall be charged at the hourly rate of the employee implementing the task.

HIGH SCHOOL STADIUM

To request the use of the stadium, an organization shall complete Exhibit A: Facility Request Form in addition to Exhibit D: CHS Stadium Lease. The Canutillo High School Stadium may be rented for a fee of \$3,000 per game plus labor costs. The outside organization must use the security provided by the district and also ensure that only PEPSI products are sold during the event as the district has a district-wide exclusive contract with this vendor.

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VANDALISM CHARGES

If the organization is found to be held liable for vandalism that occurred while using district facilities, the actual cost of materials and labor to repair the damage will be charged to that organization. The organization will be billed and prohibited from using any district facility until the debt has been paid in full.

Deleted: Only the Superintendent may waive the fees listed above. This waiver must be in writing and submitted to the Business Services Department for documentation purposes. The Business Services Department will file this memorandum and use it as a basis for not charging the required utilization and custodial fees.¶

WAIVER OF FEES

Only the Superintendent or designee may waive the fees listed above. This waiver must be documented on the Facility Fee Waiver Form (Exhibit E). All GKD forms will be filed in the office of the Associate Superintendent, with copy of applicable exhibits to Business Services Division.

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RECONCILIATION OF BUILDING REQUEST FORM

The Business Services [Division](#) on a quarterly basis will review all outstanding building requests. For each outstanding building request, a "Building Request Recap Form" will be sent to the campus/department where the activity took place. The campus/department will fill out the appropriate information and then send the form back to the Business Services [Division](#) for completion and resolution of the recap form. Upon completion, the Business Services [Division](#) will either reimburse or bill the appropriate organization for the activity in question.

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DATE REVISED: [7/19/07](#)

PAGE 3 OF 3

GKD (REGULATION)

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

Agenda Item: _____

Date: August 14, 2007

Subject: Texas Term Resolution for Investments

Presented By: Tony Reza

Consent Agenda _____

ACTION

1. BACKGROUND INFORMATION:

This resolution is to approve Texas Term as an investment option for Canutillo ISD. This will also approve Tony Reza and Kathy Ellis as authorized representatives to conduct transactions on behalf of the district.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested investment resolution with Texas Term.

3. ACTION REQUESTED:

The Board of Trustees approves the requested investment resolution with Texas Term.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Participation Agreement

Authorizing Participation in *TexasTERM* And Designating Authorized Representatives

WHEREAS Canutillo Independent School District ("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the TexasTERM Local Government Investment Pool ("TexasTERM"), a public funds investment pool, was created on behalf of entities whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That Participant shall enter into a Participation Agreement to establish an account in its name in TexasTERM, for the purpose of transmitting local funds for investment in TexasTERM.

- B. That the individuals, whose signatures appear in this Agreement, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexasTERM and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.

List of the Authorized Representatives of the Participant. These individuals may be issued P.I.N. numbers.

1. Name: Tony Reza Title: Executive Director Business Services
Signature: 

2. Name: Kathy Ellis Title: Assistant Business Manager
Signature: 

3. Name: _____ Title: _____
Signature: _____

List the name of the Authorized Representative provided above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name: Kathy Ellis

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot make deposits or withdrawals. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

4. Name: Martha Fernandez Title: Accountant

Signature: Martha Fernandez

C. That this Agreement and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexasTERM receives a copy of any such amendment or revocation.

This Participation Agreement is hereby introduced and adopted by the Participant at its regular/special meeting held on the 14th day of August, 2007.

NAME OF PARTICIPANT: Canutillo Independent School District

BY: _____

Signature

Sergio Coronado

Printed Name

Canutillo ISD Board of Trustee President

Title

ATTEST: _____

Signature

Armando Rodriquez

Printed Name

Canutillo ISD Board of Trustee Secretary

Title

Seal:



ACCOUNT REGISTRATION FORM

TexasTERM
Post Office Box 1767
Austin, Texas 78767-1767

Toll Free: 1-866-TEXTERM (1-866-839-8376)
Fax: 1-866-208-4261

This form may be used to open a **TexasTERM** account. There is no limit on the number of accounts you may open. Please call the TOLL-FREE number if additional forms are required or if you need assistance.

Is this your first **TexasTERM** account?

Yes No

If this is your first TexasTERM account, please submit a copy of your approved Investment Policy along with the Resolution and Account Registration Form.

Name of Entity: Canutillo Independent School District

Attention of: Kathy Ellis

Mailing Address: P.O. Box 100

City: Canutillo TEXAS ZIP: 79835

Telephone Number: (915) 877-7412

Type of Government: School District
(City, County, School District, etc.)

County: EL PASO

Tax ID Number 74-6028038

FAX Number: (915) 877-7415

E-mail Address: kellis@canutillo-isd.org

TexasTERM portfolio

Title of Account: Canutillo ISD Construction

This is the account to which funds will be wired at maturity:

Name of Bank: Wells Fargo Bank

Bank ABA#: 121000248

Account Name: Canutillo ISD Construction

Account Number: #072-7724502

Bank Address: P.O. Box 1072 El Paso, Texas 79958-0001

TexasDAILY Portfolio

Title of Account: _____

The undersigned certify that

Canutillo Independent School District
Name of Unit

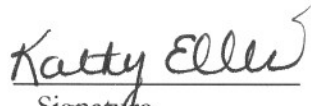
has enacted or adopted the Ordinance/Resolution authorizing it to become a Participant in *TexasTERM, Local Government Investment Pool* (a model Ordinance/Resolution is included for your use or reference) and:

(check one):

- The Ordinance/Resolution is enclosed herewith,
- The Ordinance/Resolution has been previously submitted.

The undersigned certify that any one of the persons signing below has the full authority and capacity to open an account with the Pool, and to invest funds in and withdraw funds from the Pool. The undersigned affirm that I/we have received and read the Pool's Information Statement and agree to be bound by its terms. The undersigned agree that the certification, instructions and authorizations contained in this Pool Registration form will remain in effect until the trust receives written notice of change.

<u>Tony Reza</u>		<u>Executive Director Business Services</u>
Please Print Name	Signature	Title

<u>Kathy Ellis</u>		<u>Assistant Business Manager</u>
Please Print Name	Signature	Title

_____	_____	_____
Please Print Name	Signature	Title

Attest: _____ Secretary or Clerk _____ Dated

Seal



ACCOUNT REGISTRATION FORM

TexasTERM
Post Office Box 1767
Austin, Texas 78767-1767

Toll Free: 1-866-TEXTERM (1-866-839-8376)
Fax: 1-866-208-4261

This form may be used to open a TexasTERM account. There is no limit on the number of accounts you may open. Please call the TOLL-FREE number if additional forms are required or if you need assistance.

Is this your first TexasTERM account?

Yes No

If this is your first TexasTERM account, please submit a copy of your approved Investment Policy along with the Resolution and Account Registration Form.

Name of Entity: Canutillo Independent School District

Attention of: Kathy Ellis

Mailing Address: P.O. Box 100

City: Canutillo TEXAS ZIP: 79835

Telephone Number: (915) 877-7412

Type of Government: School District
(City, County, School District, etc.)

County: El Paso

Tax ID Number 74-6028038

FAX Number: (915) 877-7415

E-mail Address: kellis@canutillo-isd.org

TexasTERM portfolio []

Title of Account: Canutillo ISD Debt Service Fund

This is the account to which funds will be wired at maturity:

Name of Bank: Wells Fargo Bank

Bank ABA#: 121000248

Account Name: Canutillo ISD Debt Service Fund

Account Number: #072-7723595

Bank Address: P.O. Box 1072 El Paso, Texas 79948-0001

TexasDAILY Portfolio

Title of Account: _____

The undersigned certify that

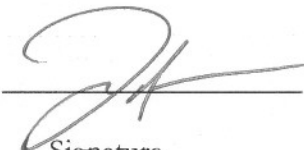
Canutillo Independent School District
Name of Unit

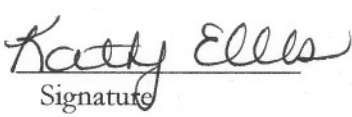
has enacted or adopted the Ordinance/Resolution authorizing it to become a Participant in *TexasTERM, Local Government Investment Pool* (a model Ordinance/Resolution is included for your use or reference) and:

(check one):

- The Ordinance/Resolution is enclosed herewith,
- The Ordinance/Resolution has been previously submitted.

The undersigned certify that any one of the persons signing below has the full authority and capacity to open an account with the Pool, and to invest funds in and withdraw funds from the Pool. The undersigned affirm that I/we have received and read the Pool's Information Statement and agree to be bound by its terms. The undersigned agree that the certification, instructions and authorizations contained in this Pool Registration form will remain in effect until the trust receives written notice of change.

<u>Tony Reza</u>		<u>Executive Director Business Services</u>
Please Print Name	Signature	Title

<u>Kathy Ellis</u>		<u>Assistant Business Manager</u>
Please Print Name	Signature	Title

_____	_____	_____
Please Print Name	Signature	Title

Attest: _____
Secretary or Clerk

_____ Dated

Seal