

Agenda of Special Meeting

The Board of Trustees Canutillo ISD

A Special meeting of the Board of Trustees of Canutillo ISD will be held August 27, 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. Consent Agenda
 1. Review of revisions to Board Policy DEC (Local) Compensation & Benefits; Leaves & Absences (first reading) 3
 2. Budget Amendments 11
2. Instruction and Student Affairs
 - A. NONE
3. Personnel
 - A. NONE
4. Business and Finance
 - A. The Board of Trustees will conduct a public hearing on the 2007~2008 Proposed Budget and Proposed Tax Rate. The public is encouraged to attend and participate. (No formal action will be taken.)
 - B. Adoption of 2007~2008 Budget
 - C. Approval of certified values by Central Appraisal District
 - D. Adoption of Ordinance Approving Maintenance & Operations Property Tax Rate for Fiscal Year 2007~2008
 - E. Adoption of Ordinance Approving Interest & Sinking Property Tax Rate for Fiscal Year 2007~2008
 - F. Adoption of An Order By The Board Of Trustees Of Canutillo Independent School District Calling A Rollback Election To Be Held Within Said District; Providing For The Conduct And The Giving Of Notice Of Said Election; And Containing Provisions Necessary And Incidental To The Purposes Hereof 15
 - G. Approval of contract with El Paso County Elections Department to provide election services for tax rollback election 19
5. Administration
 - A. NONE
6. Adjournment

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

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

Agenda Item: _____ Date: 8/27/07 _____

Subject: Review of revisions to Board Policy DEC (Local) Compensation &
Benefits; Leaves & Absences (first reading

Presented By: Pauline Dow _____ Consent Agenda X _____

ACTION

1. BACKGROUND INFORMATION:

The recommended revisions were reviewed by the Policy Committee on 7/31/07. The purpose of this revision was to designate local leave be used before state leave. Administration is recommending changing the *USE AND RECORDING* section. The recommended revisions have been included in the Board Policy DEC (Local).

2. SUPERINTENDENT RECOMMENDATION:

Recommend that the Board approve the revision to Board Policy DEC (Local).

3. BOARD ACTION REQUESTED:

Motion to approve the revisions to DEC (Local) Compensation & Benefits; Leaves & Absences as recommend for first reading by the Policy Committee.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

DEFINITIONS FAMILY	<p>The term "immediate family" shall include:</p> <ol style="list-style-type: none">1. Spouse.2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands <i>in loco parentis</i>.3. Parent, stepparent, parent-in-law, or other individual who stands <i>in loco parentis</i> to the employee.4. Sibling, stepsibling, sibling-in-law.5. Grandparent and grandchild.6. Any person who may be residing in the employee's household at the time of illness or death. <p>For purposes of the Family and Medical Leave Act, the definition of "family" includes only spouse, parent, and child.</p>
FAMILY EMERGENCY	<p>The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.</p>
WORKDAY	<p>A "workday" for purposes of accumulation, use, or recording shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.</p>
STATE PERSONAL LEAVE — RATE OF ACCRUAL	<p>Each employee shall earn state personal leave at the rate of one-half a workday for each 18 workdays of employment, up to the statutory maximum of five workdays annually.</p>
TYPES OF STATE PERSONAL LEAVE	<p>The Board requires employees to differentiate between uses of personal leave:</p>
DISCRETIONARY	<ol style="list-style-type: none">1. To be taken at the individual employee's discretion, subject to limitations set out below.
NON- DISCRETIONARY	<ol style="list-style-type: none">2. To be used for the same reasons and in the same manner as state sick leave accumulated prior to May 30, 1995. [See DEC(LEGAL)]
USE OF DISCRETIONARY LEAVE REQUEST FOR LEAVE	<p>A written request for use of discretionary personal leave shall be submitted to the immediate supervisor or designee in advance in accordance with administrative regulations. The reasons for which personal leave may be used shall not be limited by the District. In deciding to approve personal leave, however, the supervisor or designee shall consider the effect of the employee's absence on the educational program, as well as the availability of substitutes. [See DEC(LEGAL)]</p>

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LEAVES AND ABSENCES

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(LOCAL)

DURATION OF LEAVE	Discretionary personal leave may not be taken for more than three consecutive days.
SCHEDULE LIMITATIONS	Discretionary leave shall not be allowed on the day before a school holiday, the day after a school holiday, days scheduled for end-of-semester or end-of-year exams, days scheduled for state-mandated assessments, or professional or staff development days.
LOCAL LEAVE	<p>All employees, other than those hired as substitute or temporary employees, shall earn additional workdays of local personal leave per school year, concurrently with state leave, according to the following:</p> <p>Employees in positions normally requiring ten months of service (183–197 days) shall earn five equivalent workdays.</p> <p>Employees in positions normally requiring 11 months of service (198–215 days) shall earn six equivalent workdays.</p> <p>Employees in positions normally requiring 12 months of service (216 or more days) shall earn seven equivalent workdays.</p> <p>Local personal leave shall accumulate without limit and shall be taken with no loss of pay. Local personal leave shall be used under the same restrictions as state personal leave.</p> <p>Local personal leave, if any, when used for reasons of personal or family illness, shall be used after state sick leave accumulated prior to the 1995–96 school year and under the terms and conditions applicable to such state sick leave, except as otherwise provided by this policy.</p>
PROFESSIONAL DEVELOPMENT LEAVE	<p>Professional development leave is defined as leave granted to an employee to attend workshops, seminars, clinics, and the like, that are directly related to the employee’s teaching area(s) or job-related activities.</p> <p>Professional development leave may be requested on an individual basis, not to exceed five days per contract year. Such leave must be approved by the employee’s immediate supervisor and forwarded to the Superintendent for final approval. Approval depends upon the dates requested for the absence and campus or department responsibilities.</p> <p>Approved professional development leave shall be taken without loss of pay and days used shall not be deducted from accumulated leave.</p>

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ABSENCE FOR
RELIGIOUS
PURPOSES

An employee may request to use state personal or local leave for religious purposes. Employees lacking leave may be allowed to make up the time during the pay period in which the leave occurs. For a noncontract employee, the makeup day shall be during the seven-day period in which the leave occurs. In all cases, the makeup day shall be approved by the employee's immediate supervisor.

USE AND
RECORDING

Effective August 15, 2007, local leave, if any, shall be used before state sick leave accumulated prior to the 1995-96 school year and under the terms and conditions applicable to such state sick leave, except as otherwise provided by this policy. State personal leave, either discretionary or nondiscretionary, shall be used after local sick or personal leave.

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Local personal leave may also be used for first-year care following the birth or adoption of an employee's son or daughter or the placement of a child with the employee for foster care.

Employees shall be charged leave as used even if a substitute is not employed.

Leave shall be recorded in increments of whole workdays or half workdays.

AVAILABILITY

Paid leave for the current year shall be available at the beginning of the school year. Paid leave shall not be approved for more workdays than have been accumulated in prior years plus those to be earned during the current year.

When an employee who has used more leave than he or she had accumulated ceases to be employed by the District, the cost of the unearned leave days shall be deducted from the employee's final paycheck.

MEDICAL
CERTIFICATION

An employee absent more than three consecutive workdays because of personal illness or illness in the immediate family shall submit medical certification of the illness.

HEALTH CARE
PROVIDER

Medical certification shall be made by a health care provider as defined by the Family and Medical Leave Act. [See DEC(LEGAL)]

TEMPORARY
DISABILITY

Any full-time professional employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days.

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OTHER ABSENCES	<p>Any other leaves granted or days of absence shall result in a deduction of the daily rate of pay for each day of absence, unless otherwise provided. [See DMD(LOCAL)]</p> <p>An employee who requests a leave of absence for reasons other than as stated in policy shall be required to resign the position in order to take the leave. The employee may subsequently reapply for any position for which he or she is qualified.</p>
BEREAVEMENT (FUNERAL) LEAVE	<p>Use of state leave and/or local leave for death in the immediate family shall not exceed five workdays per occurrence, subject to the approval of the District.</p>
FAMILY AND MEDICAL LEAVE	<p>The 12-month period within which employees shall be eligible for 12 weeks of family and medical leave shall be measured forward from the day an individual employee's first family and medical leave begins.</p>
CONCURRENT USE OF LEAVE	<p>The District shall require employees to use family and medical leave concurrently with paid leave and with temporary disability leave if applicable.</p>
COMBINED LEAVE FOR SPOUSES	<p>If both spouses are employed by the District, family and medical leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition may be limited to a combined total of 12 weeks as determined by the needs of the District.</p>
INTERMITTENT LEAVE	<p>Intermittent leave shall be permitted for the birth of the employee's child or the adoption or placement of a child with the employee.</p>
CERTIFICATION OF ILLNESS	<p>Upon request for family and medical leave for the employee's serious health condition or that of a spouse, parent, or child, and at 30-day intervals thereafter, the employee shall provide medical certification of the illness or disability.</p>
MEDICAL RELEASE	<p>The employee's request for reinstatement shall be accompanied by medical certification of the employee's ability to perform essential job functions.</p>
TEACHER REINSTATEMENT	<p>A teacher desiring to return to work at or near the conclusion of a semester shall be reinstated in accordance with the END-OF-TERM LEAVE section in DEC(LEGAL).</p>
FAILURE TO RETURN	<p>If, at the expiration of the family and medical leave, the employee is able to return to work but chooses not to do so, the District shall require reimbursement of the employee benefits contribution made by the District during the period in which such leave was taken as unpaid leave.</p>
COURT APPEARANCES	<p>Absences for court appearances related to an employee's personal business shall be deducted from the employee's leave or at the</p>

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(LOCAL)

	<p>option of the employee, shall be taken by the employee as leave without pay.</p>
WORKERS' COMPENSATION	<p>An employee absent because of a job-related injury or illness shall be assigned to family and medical leave, if applicable.</p> <p>An employee eligible for workers' compensation wage benefits, and not on assault leave, shall indicate whether he or she chooses to:</p> <ol style="list-style-type: none">1. Receive workers' compensation wage benefits; or2. Use available paid leave. Workers' compensation wage benefits shall begin when:<ol style="list-style-type: none">a. Paid leave is exhausted;b. The employee elects to discontinue use of paid leave; orc. Leave payments are less than the employee's pre-injury average weekly wage.
REIMBURSEMENT AT RETIREMENT	<p>Upon retirement from the District, all employees shall be paid for the number of unused days of local sick or personal leave at a rate equal to one-half of their daily salary rate at the time of retirement up to a 30-day maximum.</p>
ANNUAL INCENTIVE STIPEND	<p>Effective August, 2000, classroom teachers and food service employees shall be compensated for unused state personal leave days at the rate of \$60 per day not to exceed \$300. Absence due to family and medical leave, death in the family, duty-related absences, or jury duty shall not disqualify a teacher or food service employee from this incentive stipend.</p> <p>Leave shall continue to accumulate according to existing policy. The stipend will in no way affect the accumulation of available days.</p>
SICK LEAVE POOL ESTABLISHMENT	<p>A sick leave pool may be established from voluntary donations by eligible District staff who wish to assist a fellow employee suffering from personal illness or disability.</p> <p>A request for the establishment of a sick leave pool for a specific individual shall be made in writing to the Superintendent or designee. The Superintendent or designee shall then initiate the sick leave pool for the employee and notify District staff.</p> <p>To be eligible to participate in a sick leave pool, an employee must have exhausted all of his or her state and local sick leave, personal leave, and vacation days, if applicable. The maximum number of days that may be contributed by District staff to a sick leave pool shall be 60. The maximum number of days an individual employee may use from the sick leave pool during a school year is 90 days;</p>

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	<p>use of days from the sick leave pool shall cease when the employee meets the requirements for personal disability insurance payments.</p>
ELIGIBILITY	<p>An employee wishing to contribute may donate up to a maximum of three days of local leave per school year.</p>
CONTRIBUTIONS	<p>All employees who normally are scheduled to work 20 hours or more per week shall be eligible to participate in the sick leave pool.</p> <p>A sick leave pool may be used only for the employee's own catastrophic, life-threatening illness, or major medical condition or disability. Conditions such as routine pregnancy, elective surgery, or family illness, shall not qualify. Employees suffering complications arising from pregnancy shall be eligible.</p>
CESSATION OF THE SICK LEAVE POOL	<p>The sick leave pool shall cease to exist when it has been depleted, when the employee's personal disability insurance becomes available, or when the employee for whom the pool was established returns to work. Unused sick leave pool days shall revert to the donors in half-day increments divided proportionately according to the amount contributed by each individual. No general pool shall remain in existence.</p>

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ADOPTED:

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

Agenda Item: _____

Date: August 27, 2007

Subject: Year End Budget Amendment for Fiscal Year 2006-2007

Presented By: Tony Reza

Consent Agenda

ACTION

1. BACKGROUND INFORMATION:

The enclosed budget amendments are to record the following year end amendments:.

- a) Increase revenues and expenditures to ensure that all functions will not have a deficit balance at year end.
- b) TRS On-Behalf payments

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendments.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendments.

MOTION _____ SECOND _____

AYES _____ NAYS _____

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Year End Budget Amendment

DATE: August 27, 2007

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET	
199.00.5711.00.000.7.00	Taxes, Current Year	11,661,544	231,000	11,892,544
199.00.5712.00.000.7.00	Taxes, Prior Year	250,000	150,000	400,000
199.00.5719.00.000.7.00	Penalties & Interest	95,000	32,000	127,000
199.00.5719.01.000.7.00	Interest/Penalty -EPCAD	0	12,000	12,000
199.00.5739.00.000.7.00	Tuition & Fees	3,500	5,000	8,500
199.00.5742.00.000.7.00	Earnings on Investments	225,000	43,000	268,000
199.00.5745.00.000.7.00	Insurance Recovery	0	9,988	9,988
199.00.5811.00.000.7.00	Per Capita	1,528,048	167,465	1,695,513
199.13.6119.00.999.7.28	Salaries	66,864	(36,000)	30,864
199.36.6118.00.041.7.91	Extra Duty Pay	53,095	(13,000)	40,095
199.36.6118.00.999.7.99	Extra Duty Pay	23,750	(11,000)	12,750
199.36.6119.00.041.7.91	Salaries	42,493	(12,000)	30,493
199.51.6256.00.999.7.99	Electric	955,000	(83,000)	872,000
199.11.6119.00.001.7.11	Salaries	3,068,967	480,035	3,549,002
199.11.6119.00.001.7.26	Salaries	106,051	54,000	160,051
199.11.6119.00.042.7.28	Salaries	0	21,000	21,000
199.11.6119.00.042.7.30	Salaries	17,083	110,000	127,083
		665,035		
199.21.6119.00.904.7.99	Salaries	73,973	1,300	75,273
199.21.6119.00.917.7.22	Salaries	90,139	15,000	105,139
199.21.6119.00.916.7.99	Salaries	36,334	3,500	39,834
		19,800		
199.23.6119.00.105.7.99	Salaries	0	25,000	25,000
199.23.6128.00.999.7.99	Extra Duty Pay	0	3,500	3,500
		28,500		
199.31.6119.00.001.7.99	Salaries	189,093	15,000	3,500
199.31.6119.00.041.7.99	Salaries	68,673	5,000	73,673
199.31.6119.00.042.7.99	Salaries	65,858	2,000	67,858
199.31.6119.00.101.7.99	Salaries	50,087	1,500	51,587
199.31.6119.00.102.7.99	Salaries	43,269	1,000	44,269
199.31.6119.00.103.7.99	Salaries	54,102	600	54,702
199.31.6119.00.105.7.99	Salaries	0	3,000	3,000

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.31.6119.00.918.7.23 Salaries	162,374	5,000	167,374
199.31.6146.02.001.7.99 TRS 90 Day	-	1,800	1,800
		34,900	
199.32.6119.00.999.7.24 Salaries	45,928	14,000	59,928
		14,000	
199.35.6499.00.999.7.99 Misc Operating Expense	22,000	3,500	25,500
		3,500	
199.41.6211.00.701.7.99 Legal Services	100,700	5,000	105,700
		5,000	
199.53.6119.00.728.7.99 Salaries	138,351	9,500	147,851
199.53.6129.00.728.7.99 Salaries	70,391	20,000	90,391
199.53.6142.00.728.7.99 Health Insurance	18,017	3,018	21,035
199.53.6146.00.728.7.99 Teacher Retirement	1,853	2,200	4,053
		34,718	34,718

Operating Fund

Function 11 - To increase amount for salaries for August accruals

Function 21 - To increase amount for salaries to meet payroll needs for year end.

Function 23 - To increase the amount for salaries for Garcia Elementary and extra duty pay for all campuses staff for TEAMS training in August.

Function 31 - To increase amount for salaries to meet payroll needs for year end and for hire of counselor for Garcia Elementary.

Function 32 - To increase amounts for salaries due to increase of salary for social worker for district.

Function 35 - To increase amount for meals for volunteers at the campuses.

Function 41 - To increase amount for legal fees

Function 53 - To increase amount for salaries & fringes due to reassignment of staff.

To increase revenue and expense budgets in the operating funds to reflect amounts collected in excess of original budgets. To reallocate funds from functions 13, 36, and 51 to ensure that all functions will not have a negative balance at year end close.

Pam Tadlock 8-23-07
Superintendent

[Signature] 8/23/07 13
Executive Director Business Services

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director Business Services

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: TRS - On Behalf

DATE: August 27, 2007

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
101.00.5831.00.000.7.00 TRS-On Behalf		71,449.00	71,449.00
199.00.5831.00.000.7.00 TRS-On Behalf		1,652,770.00	1,652,770.00
101.35.6144.00.909.7.99 TRS-On Behalf		71,449.00	71,449.00
199.11.6144.00.999.7.99 TRS-On Behalf		1,084,306.00	1,084,306.00
199.12.6144.00.999.7.99 TRS-On Behalf		26,590.00	26,590.00
199.13.6144.00.999.7.99 TRS-On Behalf		61,755.00	61,755.00
199.21.6144.00.999.7.99 TRS-On Behalf		49,613.00	49,613.00
199.23.6144.00.999.7.99 TRS-On Behalf		88,050.00	88,050.00
199.31.6144.00.999.7.99 TRS-On Behalf		44,455.00	44,455.00
199.32.6144.00.999.7.99 TRS-On Behalf		4,644.00	4,644.00
199.33.6144.00.999.7.99 TRS-On Behalf		15,837.00	15,837.00
199.34.6144.00.999.7.99 TRS-On Behalf		46,741.00	46,741.00
199.36.6144.00.999.7.99 TRS-On Behalf		25,349.00	25,349.00
199.41.6144.00.750.7.99 TRS-On Behalf		67,680.00	67,680.00
199.51.6144.00.999.7.99 TRS-On Behalf		99,390.00	99,390.00
199.53.6144.00.999.7.99 TRS-On Behalf		14,895.00	14,895.00
199.61.6144.00.999.7.99 TRS-On Behalf		23,465.00	23,465.00

REASON FOR AMENDMENT REQUEST - This budget amendment is to record the state's payments of matching teacher retirement paid for active members of the school district in accordance with GASB Statement # 24. An equal amount is to be recorded in a revenue account.

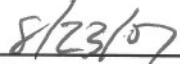


Superintendent



Executive Director Business Services

Date



Date

AN ORDER BY THE BOARD OF TRUSTEES OF CANUTILLO INDEPENDENT SCHOOL DISTRICT CALLING A ROLLBACK ELECTION TO BE HELD WITHIN SAID DISTRICT; PROVIDING FOR THE CONDUCT AND THE GIVING OF NOTICE OF SAID ELECTION; AND CONTAINING PROVISIONS NECESSARY AND INCIDENTAL TO THE PURPOSES HEREOF

WHEREAS, this Board of Trustees finds and determines that it is necessary and advisable to call and hold an election for and within Canutillo Independent School District (the "District") on the proposition hereinafter set forth; and

WHEREAS, it is further found and determined that the meeting at which this order was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Texas Government Code, Chapter 551; Now, Therefore

BE IT ORDERED BY THE BOARD OF TRUSTEES OF CANUTILLO INDEPENDENT SCHOOL DISTRICT:

Section 1. Findings.

The statements contained in the preamble of this Order are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Ordered; Date; Proposition.

An election shall be held for and within the District on November 6, 2007, at which election the following proposition shall be submitted in accordance with law:

PROPOSITION

Shall the Board of Trustees of Canutillo Independent School District be authorized to approve the ad valorem tax rate of \$_____ per \$100 valuation in Canutillo Independent School District for the current year, a rate that is \$_____ higher per \$100 valuation than the School District rollback tax rate?

Section 3. Precincts and Polling Places.

The election precincts for said election, and the polling place for each such precinct on election day, are hereby established and designated in Exhibit A attached hereto, which is incorporated herein by reference and made a part hereof for all purposes.

Section 4. Early Voting.

The Main Early Voting Polling Place and the Early Voting Polling Places for conducting early voting by personal appearance and the address for early voting by mail for said election are hereby designated as set forth in Exhibit A attached hereto.

Section 5. Voting Hours.

(a) On election day the polls shall be open from 7:00 A.M. to 7:00 P.M.

(b) The dates and hours for early voting by personal appearance at the Main Early Voting Polling Place and the Early Voting Polling Places shall be as set forth in Exhibit A hereto.

Section 6. Election Officers.

The persons to serve as officers to conduct said election on election day and for early voting shall be appointed in accordance with the Texas Election Code.

Section 7. Official Ballots.

(a) Voting at said election on election day and early voting by personal appearance and by mail shall be by the use of a touch screen voting system.

(b) The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid proposition, which shall be set forth substantially in the following form:

PROPOSITION

APPROVING THE AD VALOREM TAX RATE OF \$____ PER \$100 VALUATION IN CANUTILLO INDEPENDENT SCHOOL DISTRICT FOR THE CURRENT YEAR, A RATE THAT IS \$_____ HIGHER PER \$100 VALUATION THAN THE SCHOOL DISTRICT ROLLBACK TAX RATE.

Section 8. Bilingual Election Materials.

The election materials enumerated in TEX. ELEC. CODE ANN. §§ 272.001, et seq., shall be printed and furnished in both English and Spanish for use at the polling places and for early voting.

PASSED AND APPROVED this _____, 2007.

President, Board of Trustees
Canutillo Independent School District

ATTEST:

Secretary, Board of Trustees
Canutillo Independent School District

EXHIBIT A

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
ROLL BACK ELECTION
November 6, 2007**

Election Day Voting - Polling Places

Hours for voting: 7:00 a.m. to 7:00 p.m.

El Paso County Election Precincts
(to be furnished)

Early Voting Polling Places
(to be furnished)

Address for Early Voting by Mail
(to be furnished)

**CANUTILLO ISD
2007 Rollback Election Schedule***

School Board Meeting to decide on public meeting date on budget and proposed tax rate. The school board votes on a proposed tax rate that will be published in the notice for the public meeting.	August 14, 2007
Publication of Notice of Public Meeting to Discuss Budget and Proposed Tax Rate (10 to 30 days before public meeting. Post proposed budget on district's web site. TEX. EDU. § 44.004(b))	August 16, 2007
School Board Adopts Budget and Tax Rate (must be done by Oct. 1 or 60 days after receiving certified appraisal roll, whichever date is later).	August 27, 2007
School Board Orders Election	August 27, 2007
Deadline to Submit Preclearance Letter to Department of Justice	September 7, 2007
First Day to Apply for Ballot by Mail (60 th day before election day; TEX. ELEC. § 84.007(c)).	September 7, 2007
Publication of Election Notice (not earlier than 30 days or later than 10 days before the election day; TEX. ELEC. § 4.003(a)(1)).	Between October 7 and October 27, 2007
Post Election Notice. Post a copy of the election notice on the bulletin board used for posting notices of meeting of the Canutillo Board of Trustees at least 21 days before election (TEX. ELEC. § 4.003(b)).	October 16, 2007
First Day of Early Voting (17 th day before election day; TEX. ELEC. § 85.001(a))	October 20, 2007
Last Day to Apply for Ballot by Mail (7 th day before election day; TEX. ELEC. § 84.007(c))	October 30, 2007
Last Day of Early Voting (4 th day before election; TEX. ELEC. § 85.001(a)).	November 2, 2007
Election	November 6, 2007
Canvass Election Results (not earlier than the 8 th day or later than the 11 th day after election day; TEX. ELEC. § 67.003(a)).	Between November 14-17, 2007

* Assuming November 6, 2007 election date pursuant to Section 26.08(b) of the Texas Tax Code.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT FOR ELECTION SERVICES

*This Contract, made this 7th day of August 2007 by and between the **CANUTILLO INDEPENDENT SCHOOL DISTRICT**, hereinafter called **CISD** and **Helen Jamison**, County Elections Administrator of El Paso County, Texas hereinafter called **Contracting Officer**, pursuant to V.A.T.S., Election Code, Sec. 31.091, witnesseth:*

1. **RECITALS.** *The Contracting Officer is the County Elections Administrator of El Paso County, Texas and is the County Officer in charge of election duties. The **CISD** is a political subdivision situated wholly within El Paso County, Texas. The **CISD** and the Contracting Officer have determined that it is in the public interest of the inhabitants of the **CISD** that the following contract be made and entered into for the purpose of having the Contracting Officer furnish to **CISD** certain election services and equipment needed by **CISD** on **November 6, 2007**, in connection with the holding of a **CANUTILLO INDEPENDENT SCHOOL DISTRICT ELECTION**. Electronic voting equipment (Touch Screen) is to be used.*

2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.** *The Contracting Officer shall be responsible for performing the following duties and shall furnish the following services and equipment:*

(a) *Prepare lists of persons to recommend for appointment as presiding election judges, alternate judges and the judge of the Central Counting Station; recruit and train the judges and clerks; and arrange for the use of polling places.*

(b) *Procure and distribute election supplies, and distribution of ballots, including*

distribution of ballots for early voting mail.

(c) *Assemble and edit lists of registered voters to be used in conducting the election.*

(d) *Procure, prepare, and distribute election equipment, transport equipment to and from the polling places, and issue election supplies to the precinct judges.*

(e) *Conduct Early Voting and supply personnel to serve as deputy early voting clerks.*

(f) *Provide for the storage of election records as provided by law.*

(g) *Supervise the handling and disposition of election returns, voted ballots, etc., and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.*

(h) *Provide information services for voters and election officers.*

(i) *Assist in providing general overall supervision of the election and provide advisory services in connection with the decisions to be made and actions to be taken by officers of the **CISD** who are responsible for holding the election.*

3. **DUTIES AND SERVICES OF CISD.** *The CISD shall:*

(a) *Prepare appropriate documents for establishing the precincts and polling places.*

(b) *Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate **CISD** officer or body, and take all actions necessary under law for calling the election, appointing the presiding judge, alternate judge, judge of the central counting station, and other election of officers, establishing precincts and polling*

places, handling contests, canvassing the returns and declaring the results.

(c) *Approve the tabulating supervisor and assistants and central counting station manager (recommended by the Contracting Officer).*

(d) *Prepare and publish in the official City newspaper or post all required election notices.*

(e) *Deliver to the Contracting Officer as soon as possible, the names that are to be printed on the ballot or ballot labels with the exact form and spelling that is to be used.*

(f) *Provide the services necessary to translate any election documents, into Spanish.*

(g) *Return all surplus election supplies to the Contracting Officer.*

(h) *Prepare any submission on voting changes to be submitted to the U. S. Department of Justice under the Federal Voting Rights Act of 1965, as amended.*

(i) *Pay 75% of estimated cost before election day (as per County Commissioners Court Order) thirty days from the date of billing.*

4. **COST OF SERVICES.** *The CISD shall pay for the above services, supplies and equipment in accordance with the following estimated cost schedule (EXHIBIT A) which is mutually agreed upon.*

5. **GENERAL CONDITION.**

(a) *A total of (4) four voting precincts plus (2) two permanent early voting stations will be used for the election. In addition there will be early voting locations and Mobile Voting designated by the Elections Department.*

(b) *The **Canutillo I.S.D.** election will be held as a joint election with the **County of El Paso**. During early voting a voter will be eligible to vote at any one of the early voting or mobile voting locations. **Canutillo I.S.D.** will be billed for areas within its jurisdiction and share with the **EL PASO COUNTY** accordingly.*

(c) *Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed.*

(d) *The **Contracting Officer** shall file copies of this contract with the County Judge and the County Auditor of El Paso County.*

CANUTILLO INDEPENDENT SCHOOL DISTRICT:

BY: _____

PRESIDENT

COUNTY ELECTIONS DEPARTMENT:

BY: _____

HELEN JAMISON, ADMINISTRATOR

ELECTIONS DEPARTMENT
500 E. SAN ANTONIO # 402
EL PASO, TEXAS 79901

PHONE:915.546.2154
FAX: 915.546.2220
www.epcounty.com

August 21, 2007

EXHIBIT "A"

CANUTILLO INDEPENDENT SCHOOL DISTRICT ELECTION
NOVEMBER 6, 2007

PAYROLL:

EARLY VOTING	\$ 3,280.00
COUNTING STATION	\$ 320.00
ELECTION DAY PAYROLL.....	\$ 1,120.00
DELIVERY TO CENTRAL COUNTING STATION.....	\$ 40.00

OTHER EXPENSES:

PRINTING OF BALLOT (SAMPLE,PROVISIONAL, MAIL).....	\$ 75.00
PUBLICATION OF NOTICES	\$ 25.00
AUTO/TABULATING EQUIP. SOFTWARE/SUPPLIES	\$ 1,000.00
EARLY VOITNG KIT	\$ 70.00
PRECINCT KITS/ELECTION DAY.....	\$ 70.00
PRECINCT BAGS/ELECTION DAY/EARLY	\$ 8.00
PRECINCT CARDS/ELECTION DAY.....	\$ 120.00
TOUCH SCREEN VOTING MACHINES	\$ 126.00
PICKUP & DELIVERY OF TOUCH SCREENS	\$ 98.00
TOUCH SCREEN ENCODERS.....	\$ 30.00
PARKING GARAGE CHARGE FOR JUDGES & CLERKS	\$ 15.00
POSTAGE/STATIONERY/CHECKS/BLIND VOTERS.....	\$ 35.00
SUB TOTAL	\$ 6,432.00
ADMINISTRATIVE FEE 10 %	\$ 643.00
TOTAL	\$ 7,075.00

Pay 75% of estimated cost before Election Day (as per County Commissioners Court Order)