

Agenda of Special Meeting

The Board of Trustees Canutillo ISD

A Special meeting of the Board of Trustees of Canutillo ISD will be held September 29, 2009, 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. CALL TO ORDER
 2. ROLL CALL
 3. PUBLIC HEARING & PRESENTATION
 - A. A public hearing will be conducted on the 2007-2008 Financial Integrity Rating System of Texas (FIRST) rating for the district. The public is encouraged to attend and participate. (No formal action is required) 3
Presenter: Mr. Reza
 - B. Solicit public comment regarding the ratings report
Presenter: Mr. Reza
 - C. Tax Ratification Election Presentation 14
Presenter: Mr. Reza/Mrs. Tidwell
 4. NEW BUSINESS
 - A. Consider approval of Attorney's Engagement Letter 23
Presenter: Mrs. Jordan
 5. CONSENT AGENDA
 - A. Consider approval of Memorandum of Understanding with La Fe Clinic 27
 - B. Consider approval of Expenditure for Community Scholars Program 31
 - C. Consider approval of RFP 09-16 for district-wide disposal services 34
 - D. Consider approval of Renewal of Software Licensing with Educational Technology Learning for the A-Plus Instructional Software 37
 - E. Consider approval of Purchase Payment for 2007 Lease Purchase Agreement 39
 6. BOARD OF TRUSTEES BUSINESS
 - A. Discussion and consideration of approval of brochure for announcement of Superintendent opening 40
Presenter: Mrs. Jordan
 7. 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

7965 Artcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Mr. Roger Parks
Interim Superintendent

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

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: September 24, 2009

SUBJECT: Financial Integrity Rating System of Texas

A public hearing is scheduled for the 2007-2008 Financial Integrity Rating System of Texas (FIRST) rating for the district. Mr. Reza will present the enclosed information and will seek public comment after his presentation.

School FIRST Annual Financial Management Report

New reporting requirements are effective for the financial management report that will be distributed at the School FIRST public hearing in September/October 2008. Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1005 TEA would like to acknowledge TASBO, TASB, and the Coordinating Task Force for their assistance in developing this template. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing, it may not be all inclusive.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site. If published on the Internet, the contract is to remain accessible for twelve months.

THE SUPERINTENDENT'S CONTRACT IS ON THE WEBSITE.

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended August 31, 2008

Description of Reimbursements	Superintendent	Board President	Board Vice Pres	Board Secretary	Trustee	Trustee	Trustee	Trustee
	Dr. Pam Padilla	Sergio Coronado	Mago Arellano	Armando Rodriquez	Carl Friez	Shonda Jordan	Frank Lerma	Yvonne Sapien Sanchez
Meals	\$ 223.00	\$ 120.00	\$ 213.00	\$ 233.00	\$ 213.00	\$ 213.00		213.00
Lodging	500.31	604.70	1,105.01	1,077.47	1,105.01	1,105.01		1,105.01
Transportation	666.10	212.72	441.26	548.51	471.68	617.77		595.76
Motor Fuel								
Other (registration fees)	439.13	325.00	610.00	610.00	641.23	610.00		610.00
Total	\$1,828.54	\$1,262.42	\$2,369.27	\$2,468.98	\$2,430.92	\$2,545.78	\$0.00	\$2,523.77

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:
 Meals – Meals consumed out of town and in-district meals at area restaurants (outside of bd. meetings, excludes catered bd. meeting meals).
 Lodging - Hotel charges.
 Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).
 Motor fuel – Gasoline.
 Other: - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services

For the Twelve-Month Period
Ended August 31, 2008

Name(s) of Entity(ies)	Amount Received
Region 13-Education Service Center	2,300.00
Total	\$ 2,300.00

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

**Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any)
(gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)**

For the Twelve-Month Period
Ended August 31, 2008

Superintendent	Board President	Board Vice Pres	Board Secretary	Trustee	Trustee	Trustee	Trustee
Dr. Pam Padilla	Sergio Coronado	Mago Arellano	Armando Rodriquez	Carl Friez	Shonda Jordan	Frank Lerma	Yvonne Sapien Sanchez
0	0	0	0	0	0	0	0
Total	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended August 31, 2008

Board President	Board Vice Pres	Board Secretary	Trustee	Trustee	Trustee	Trustee
Sergio Coronado	Mago Arellano	Armando Rodriquez	Carl Friez	Shonda Jordan	Frank Lerma	Yvonne Sapien Sanchez
0	0	0	0	0	0	0
Amounts	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Note - The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.

THE FOLLOWING INFORMATION IS NOT REQUIRED TO BE DISCLOSED BY FIRST, BUT WAS REQUESTED TO BE LISTED BY THE BOARD OF TRUSTEES

Hours of Continuing Education Earned by Board Members

For the Twelve-Month Period Ended August 31, 2008	Board <u>President</u>	Board <u>Vice Pres</u>	Board <u>Secretary</u>	<u>Trustee</u>	<u>Trustee</u>	<u>Trustee</u>	<u>Trustee</u>
	Sergio Coronado	Mago Arellano	Armando Rodriguez	Carl Friez	Shonda Jordan	Frank Lerma	Yvonne Sapien Sanchez
HOURS EARNED	28.00	29.75	40.00	32.00	42.50	8.00	27.75

Note - The Board of Trustees requested that the hours of continuing education earned by each board member be listed on this report. Trustees are required by earn a specific amount of continuing education, the primary source of this education are board conferences.

Canutillo Independent School District
2009
Financial Integrity Rating System of Texas
(FIRST)

Presented by
Tony Reza
Executive Director for
Financial Services
September 29, 2009

Purpose

- FIRST was developed by TEA as a response to Senate Bill 875 of the 76th Texas Legislature in 1999 to achieve quality performance in the management of school districts' financial resources
- The ratings are issued in 2009 covering the 2007 – 2008 fiscal year

FIRST Categories

- FIRST has 24 indicators
 - FIRST divided into several areas:
 - Indicators #1 to #6 = Critical Indicators
 - Indicators #7 to #12 = Fiscal Responsibilities and Academic Performance
 - Indicators #13 thru #17 = Budgeting
 - Indicators #18 thru #20 = Personnel
 - Indicators #21 thru #24 = Cash Management
- Points assigned to indicators #7 through #24

Possible Ratings

<u>Rating</u>	<u>Points Awarded</u>
• Superior Achievement	75-85 and Yes to Indicator 7
• Above Standard Achievement	65-74 or \geq and No to Indicator 7
• Standard Achievement	55-64 points
• Substandard Achievement	<55 or No to one default Indicator

Critical Indicators

- First six indicators are considered "Critical"
- Did the District answer "No" to any of the first four indicators, then the district automatically receives a "Substandard Achievement" rating
- Did the District answer "No" to *both* the fifth and six indicators, then the district receives a "Substandard Achievement" rating

24 Indicators

- 1) The total General Fund Fund Balance less Reserves was greater than zero.
Canutillo ISD Fund Balance = \$4,805,785
- 2) The total Unrestricted Net Asset Balance in the Statement of Net Assets greater than zero.
Canutillo ISD Net Assets = \$89,223,347

24 Indicators

- 3) There were No Disclosures in the Annual Report concerning default on bonded indebtedness obligations.

Canutillo ISD = Passed

24 Indicators

- 4) The Annual Financial Report was filed within 30 days of the January 28, 2009, deadline.

Date Received by TEA = January 30, 2009

- 5) The external auditors issued an Unqualified Opinion in the Annual Financial Report.

Yes

24 Indicators

- 6) The Annual Financial Report did not disclose any instance of material weakness in internal controls.

None found

- 7) Did the District's Academic Rating Exceed Academically Unacceptable?

CISD = Academically Acceptable 5 points

24 Indicators

- 8) Was the three-year average percent of total tax collections (including delinquent) greater than 98%?

CISD = 100.01%

5 points

- 9) The PEIMS data was accurately reflected (aggregate variance less than 3 percent) in the Annual Financial Report .

CISD variance = 0%

5 points

24 Indicators

- 10) Debt-Related Expenditures (net of State aid allotment) were less than \$250 per student (If the District five-year percent change in students = or > 7%, of if property taxes collected per penny of tax effort > \$200,000 per student).

Debt-related expenditures per student = \$492.25

District 5 year percent change = 16.53%

District taxes per penny of tax effort = \$101,984

5 points

24 Indicators

- 11) There was no disclosure in the Annual Audit Report of material noncompliance.

None found

5 points

- 12) The district had full accreditation status in relation to financial management practices (e.g. no master or monitor assigned).

Yes

5 points

24 Indicators

- 13) Was the percent of Operating Expenditures expended for Instruction more than 65%? (Functions 11, 36, 93, 95) (Phased in over three years, 55% for 2006-2007, 60% for 2007-2008; and 65% for 2008-2009)

Operating expenditures for Instruction = 57.35% *2 points*

24 Indicators

- 14) Was the percent of Operating Expenditures expended for Instruction more than or equal to 65%? (Functions 11, 12, 31, 33, 36, 93, 95)

Operating expenditures for Instruction = 62.62% *2 point*

24 Indicators

- 15) Was the aggregate of Budgeted Expenditures and Other Uses less than the aggregate of Total Revenues, Other Resources and Fund Balance in the General Fund?

Budget Expenditure and Other Uses = Less by \$5,401,929 *5 points*

24 Indicators

- 16) If the District's aggregate Fund Balance in the General Fund and Capital Projects Fund was less than zero, were construction projects adequately financed? (To avoid creating or adding to the Fund Balance deficit situation)

General Fund FB and Capital Projects FB = Less by \$19,823,529 *5 points*

24 Indicators

- 17) The ratio of Cash and Investments to Deferred Revenues (excluding net delinquent taxes) in the General Fund greater than or equal to 1:1?

Ratio of cash & invest to deferred revenues = 69.12:1 *5 points*

24 Indicators

- 18) The Administrative Cost Ratio was less than the 12.50% standard in State Law.
CISD Administrative Cost Ratio = 12.09% *5 points*

- 19) The Ratio of Students to Teachers was within the range according to district size.

District Size	<u>Low</u>	<u>High</u>
5,000-9,999 students	13	22

CISD Ratio = 14.09
Student Enrollment = 5,617 *5 points*

24 Indicators

20) The Ratio of Students to Total Staff was within the ranges according to district size.

District Size	Low	High
5000-9,999 students	6.8	14

CISD Ratio = 6.69%
Student Enrollment = 5,483
4 points

24 Indicators

21) The Total Fund Balance in the General Fund was more than 50 percent and less than 150 percent of optimum according to the Fund Balance and Cash Flow Calculation Worksheet in the Annual Financial Report.

CISD Total Fund Balance = \$5,973,866
CISD Optimum Fund Balance = \$10,148,819
Min = \$5.0 million Max = \$15.2 million
5 points

24 Indicators

22) The decrease in Undesignated Unreserved Fund Balance was less than 20 percent over two Fiscal Years.

FY06 Balance = \$4,631,358 million
FY07 Balance = \$4,488,712 million
FY08 Balance = \$4,726,358 million

FY06 Balance @ 80% = \$3,705,086
5 points

24 Indicators

23)The Aggregate Total of Cash and Investments in the General Fund was more than \$0.
Total Cash and Investments = \$2,802,209
5 Points

24)The Investment Earnings in all funds was more than \$20 per student.
Investment Earnings per student = \$44.53
4 Points

Canutillo ISD Rating

82 Points and YES to Indicator 7
 =



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Mr. Roger Parks
Interim Superintendent

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

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: September 24, 2009

SUBJECT: Tax Ratification Election Presentation

As you know, Patricia Tidwell and Tony Reza have been making presentations regarding our upcoming Tax Ratification Election. They will make another presentation for the public at the board meeting.



Tax Ratification Election (TRE) Information



Fall 2009
Presentation by
Canutillo ISD

Canutillo ISD faces a financial crisis... WHY?

- Short Answer: Decreased funding & increased costs
- In this presentation:
 - Why funding has decreased
 - Why costs have increased
 - What we've done to address the problem
 - Why the problem continues
 - Our options for fiscal stability



How do school districts receive operating funds?

- Less than 1/3 come from local property taxes
- More than 1/2 from the State of Texas
- Some federal funds for economically disadvantaged students and special Ed. funds for students with disabilities (*strings attached*)

State provides template for calculating revenue each year!

Local Property Taxes

House Bill 1 – 79th Legislature, special session in summer of 2006:

✓ Touted as *Tax Reform*



- Reduced Maintenance & Operations (M&O) Tax Rate from \$1.50 to \$1.37 in 2006
- Reduced M&O Tax Rate again to \$1.04 in 2007
- Current M&O Tax Rate is \$1.04

Local Property Taxes (continued)

Little known fact about local taxes:

Almost every public entity benefits from property value increases; County, City, Water Districts, etc.

Tax Rate \times Increased Value = Increased Revenue

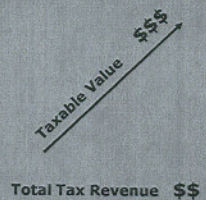
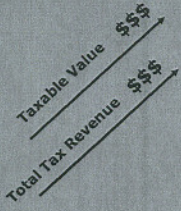


But NOT School Districts!!

Local Property Taxes (continued)

Most Public Entities

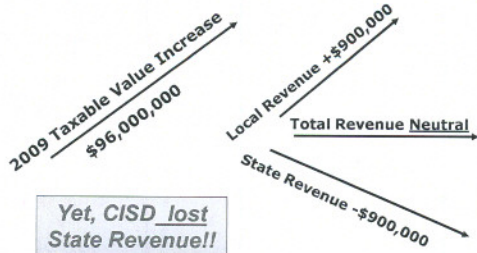
School Districts



HB 1 was designed to be "Revenue Neutral" for schools

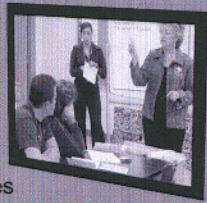
Local Property Taxes (continued)

● **Example:** For the 2009 Tax Year, taxable values for CISD increased \$96M over the previous year



Expenses

- Nationwide rise in Health Insurance costs
- Additional teachers
- Need to maintain competitive employee salaries
- State-mandated ADA upgrades at several schools



What have we done to address the problem?

- Cut more than \$766,000 in supplies, travel, and training
- Cut \$80,900 in personnel positions
- Provided state-mandated pay raises for teachers and 2% increase for other employees (*until more can be realized*)
- Working to increase federal funding



Where do we stand financially?

2009-10 School Year

Estimated Revenue	\$45,193,335
Expenditure Budget	\$46,182,759
Estimated Shortfall	\$ - 989,424
Estimated Operating Fund Balance FY 2009	\$ 5,394,407
Estimated Shortfall	\$ - 989,424
Estimated Operating Fund Balance as of August 2010	\$ 4,404,983

After making cuts, where do we stand financially?

- Less than 45 days of operating funds in reserve
(State recommends at least \$9 million in reserve)

Facing 2 Options

Increase Revenue via Tax Ratification Election (TRE)	OR	Make personnel & program cuts next year
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Option 1
Tax Ratification Election (TRE)

- Current Tax Rate:

\$1.04 (Maintenance & Operations Tax Rate)
\$0.25 (Interest & Sinking fund)
\$1.29 (Total Tax Rate)
- Current \$1.29 Tax Rate: would generate only \$800,000 in additional revenue (less than the current deficit)
- HB1 hands Tax Rate decision back to local school board, but requires an election for the M&O tax rate

Option 1 (continued)

- Tax Ratification Election: would generate additional \$\$\$ by increasing the M&O Tax Rate by 6 cents

\$1.10 (Proposed M&O Tax Rate)
\$1.04 (Current M&O Tax Rate)
\$0.06 (difference)

- This would generate as much as \$1.1 million in local funding
- CISD would also receive nearly \$900,000 in State Funding for "local effort"
- State funding would cover 90% of a projected deficit

Option 1 (continued)

- How does new Tax Rate affect me?

6 cents increase in Tax Rate

\$50,000 home = \$30 increase (\$2.50 per month)	\$100,000 Home = \$60 increase (\$5 per month)
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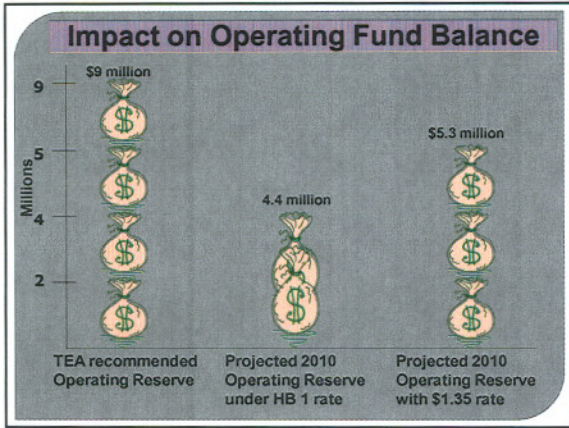
Taxpayers 65 years of age and disabled persons would not be affected by this tax increase!

Option 1 Impact on Employee Salaries?

Are we losing the battle to keep the BEST & BRIGHTEST teachers for our kids?

Years	CISD	EPISD	YISD	SISD	Clint
0	\$42,175	\$43,000	\$43,240	\$43,263	\$44,359
5	\$43,525	\$45,050	\$45,740	\$44,888	\$46,533
10	\$45,825	\$46,800	\$48,240	\$46,868	\$49,252
15	\$49,094	\$49,400	\$50,740	\$50,268	\$52,864
20	\$52,984	\$52,097	\$53,240	\$53,668	\$56,202

2009-2010 SCHOOL YEAR

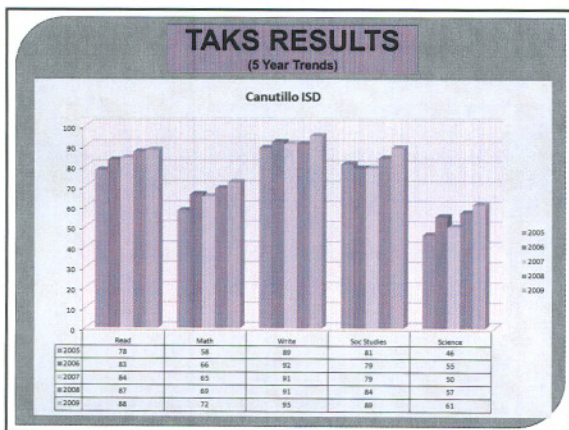


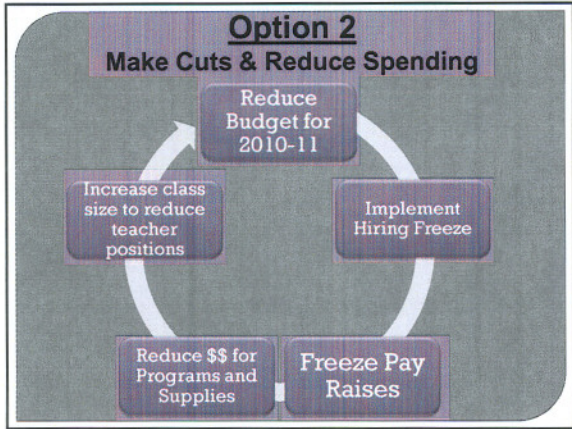
Financial Integrity Rating System of Texas (FIRST)

©Canutillo ISD - Maintained Superior Rating for 7 years

FY 2001 - 2002	Superior Achievement
FY 2002 - 2003	Superior Achievement
FY 2003 - 2004	Superior Achievement
FY 2004 - 2005	Superior Achievement
FY 2005 - 2006	Superior Achievement
FY 2006 - 2007	Superior Achievement
FY 2007 - 2008	Superior Achievement


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Where do we go from here?

- The CISD Board of Trustees has called a Tax Ratification Election (TRE) for:
 - November 3, 2009**
- The tax rate means:
 - A 6 cent increase from the 2008-09 rate
 - Total Tax Rate: \$1.35 per \$100 property valuation



\$1.10	(Maintenance & Operations Tax Rate)
\$0.25	(Interest & Sinking fund)
\$1.35	(Total Tax Rate)

The Bottom Line

Is increasing the tax rate **6 cents** worth improving the quality of education for your kids or grandkids?

The Election Ballot Language

© APPROVING THE AD VALOREM TAX
RATE OF \$1.352095 PER \$100
VALUATION IN CANUTILLO
INDEPENDENT SCHOOL DISTRICT FOR
THE CURRENT YEAR, A RATE THAT IS
\$.06 HIGHER PER \$100 VALUATION THAN
THE SCHOOL DISTRICT ROLLBACK TAX
RATE?



A collage of three black and white photographs: a graduation ceremony, a football game, and two children. The text "Questions ?" is overlaid on the bottom left of the collage.

For more information Contact:
(915) 877-8182 or (915) 877-7481
PO Box 100 Canutillo, TX 79835
or
www.plidwell@canutillo-isd.org

Questions ?



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Interim Superintendent

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rparks@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: September 24, 2009

SUBJECT: Engagement Letter

As per previous discussions regarding the need for a contract with our attorney, please find enclosed an "engagement letter" for your review and consideration.

September ____, 2009

Board of Trustees
Canutillo Independent School District
P.O. Box 100
Canutillo, Texas 88021

Dear Board Members:

We appreciate being allowed to serve as General Counsel to the Canutillo Independent School District. This letter will set forth the role and responsibilities of our law firm and the agreement to retain our services.

Scope of Engagement

We understand that the School District desires for our firm to provide a wide variety of legal services to the School District which will include advice and consultation with Board Members and Administrators, representation of the School District in administrative and legal proceedings, research and review of legal issues, drafting and reviewing contracts, and other legal matters that the Board or the Administration may from time to time assign to us. We will undertake to provide all legal services as required by the School District as needed.

Cooperation

In order that we may effectively render the legal services contemplated, the School District must disclose fully and accurately all facts and information necessary to keep us informed of this matter. We must necessarily rely on the completeness of the information provided.

Fees

Our fees are based on the time spent by the attorneys and staff in our office who work on this matter. We charge for all time spent representing the School District's interests, including, by way of illustration, telephone and office conferences with School District officials, factual investigation, legal research, drafting Contracts, responding to School District requests for information or advice, drafting correspondence, attending School Board meetings or meetings with Administration, and representing the School District in all administrative proceedings and litigation.

Our current billing rate for this work is \$175.00 per hour for partners and lesser amounts for associate attorneys. Our billing rates may be reviewed and adjusted on an annual basis, however, we will notify you more than 30 days in advance of any change in our billing rates.

Other Charges

In addition to our fees for legal services, there will be charges for items incident to the performance of our legal services, such as copying, long distance telephone calls, filing fees, deposition expense, expert witness fees, long distance facsimile transmissions, postage, and filing fees.

Billing Cycle

Unless other arrangements are made, we normally bill monthly and our bills are payable within 30 days of receipt.

Conflicts of Interest

Our representation of the School District includes commitments by this firm not to take a position adverse to the School District and not to misuse any confidential information furnished to us. Because of the broad base of clients which our firm represents involving a variety of legal matters, it is possible that the School District may find itself in a position adverse to another firm client in litigation, or some other legal matter unrelated to our representation of the School District. If that is the case, unless you waive the possible conflict or instruct otherwise, our firm will withdraw from representation of either client with respect to the matter creating the conflict, until such matter is resolved. If other potential conflicts of interest arise, we would expect to confer with you and decide whether we could continue our representation of the School District as to the matter giving rise to the conflict of interest.

Withdrawal or Termination

Our relationship may be terminated by either of us at any time by 30 days' written notice to the other party.

We also reserve the right to withdraw from our representation if, among other things, the School District should fail to honor the terms of this engagement letter, fails to cooperate, fails to follow our advice on a material matter, or if any fact or circumstances would, in our view, render our continued representation unlawful, unethical or ineffective. If our representation is terminated for any reason, the School District will take all steps necessary to relieve us of any obligation to perform further, including the execution of any documents necessary to complete our withdrawal, and we will be entitled to be paid for all services rendered and other charges incurred on behalf of the School District as of the date of the withdrawal.

Client Documents

We will maintain any documents which the School District furnishes to us in our client files relating to this matter. At the conclusion of our representation, or earlier if appropriate, it is the School District's obligation to advise us as to which, if any, of the documents in our files you wish for us to return to the School District. We will retain the remaining documents in our files for a certain period of time and ultimately destroy them in accordance with our record retention program scheduled then in effect.

If the foregoing Engagement Letter correctly sets forth your understanding of the terms and conditions of our representation, please so indicate by executing the enclosed copy of this letter in the space provided below and return it to this office. We are pleased to have this opportunity to be of service and to work with you.

Respectfully submitted,

LARRY A. BASKIND

LAB:ogt

AGREED AND ACCEPTED:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____
Shonda Jordan
President, Board of Trustees

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 14, 2009

Subject: Memorandum of Understanding with La Fe Community Development Corporation

Presenter: Margarita Armendariz, Executive Director for Student Support Division

ACTION

1. BACKGROUND INFORMATION:

This is the first time that Canutillo ISD has engaged in an MOU with La Fe Community Development Corporation and is for the purpose of agreeing on the roles and responsibilities that both agencies will take. La Fe CDC will be recruiting, training and preparing young men and women in a ten-month program. Its basic objectives are to have students obtain their GED, construction paid training and team leadership/lif skills. CISD will be providing two classrooms for educational and construction training.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the MOU as presented.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the Memorandum of Understanding with La Fe Community Development Corporation as presented.

MOTION _____ SECOND _____

AYES _____ NAYS _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
LA FE COMMUNITY DEVELOPMENT CORPORATION
AND
CANUTILLO INDEPENDENT SCHOOL DISTRICT

This MEMORANDUM of UNDERSTANDING is hereby made and entered into by and between La Fe Community Development Corporation, hereinafter referred to as La Fe CDC, and Canutillo Independent School District, hereinafter referred to as CISD.

A. **PURPOSE:**

The purpose of this memorandum is to agree on the roles and responsibilities that both agencies will take. La Fe CDC will be recruiting, training and preparing young men and women in a 10-month program. Its basic objectives are to have students obtain their G.E.D., construction paid training and team leadership/life skills. CISD will be providing two classrooms for education and construction training. In addition, a space will be provided for materials and a materials trailer.

B. **STATEMENT OF MUTUAL BENEFIT AND INTERESTS**

La Fe CDC interest and benefits rests on its mission to educate, capacitate and empower the individuals and families we serve, and not simply provide a “service”. By partnering with Canutillo ISD we hope educate, capacitate, and empower young men and women to become independent individuals that will sustain themselves, their families, and their communities.

C. **LA FE COMMUNITY DEVELOPMENT CORPORATION SHALL:**

- a. Provide a Texas State Certified Teacher that will prepare students for their GED exam
- b. Provide a Construction Trades Trainer that will guide students on all safety, renovation, and construction projects.
- c. Provide a Youth Counselor for case management, leadership/life skills, and career development.
- d. La Fe CDC will compensate, CISD, and amount of \$500 dollars per month for the use of two classrooms, auxiliary facilities, and a materials trailer space of 50’ by 25’.

D/ **CANUTILLO INDEPENDENT SCHOOL DISTRICT SHALL:**

- a. Provide two classroom spaces for the use of G.E.D. class preparation and Construction class training.
- b. Provide 55’ by 25’ space for the materials trailer

E. **CANUTILLO ISD STIPULATIONS**

- a. **Risk Allocation.** CISD shall not be liable to La Fe CDC for any claims, cause of action, liability, expense, attorney fees, costs, injuries, damages or other losses arising from the conduct and the services provided by La Fe CDC

pursuant to this MOU. Each party shall bear its own risk of loss and shall not be liable for any acts or omissions of the other party.

- b. **Government Immunity.** CISD hereby reserves, does not waive, its right to governmental or sovereign immunity from litigation or liability arising out of the Texas Tort Claims Act, the Texas Constitution and applicable common law. This MOU is not a consent to suit by CISD.
- c. **Attorney’s Fees.** This MOU shall not constitute the agreement by CISD to pay attorney’s fees in the event of litigation between the parties.
- d. **Nonappropriation.** Notwithstanding anything contained in this MOU to the contrary, in the event no funds or insufficient funds are appropriated or budgeted or otherwise available during any fiscal period for any cost CISD must incur under this MOU, CISD shall immediately notify La Fe CDC in writing of such occurrence and this MOU shall terminate on the last day of the fiscal period for which funding has been incorporated or budgeted by CISD.
- e. **Use of Facilities for School Purposes.** In the event CISD determines that the facilities set aside for La Fe CDC in connection with this MOU are needed for School District purposes, CISD shall provide 60 days written notice to La Fe CDC and this Agreement shall terminate on the date set forth in the notice.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

- a. **COMMENCEMENT/EXPIRATION TERMINATION:** This MOU takes effect upon the signature of La Fe Community Development Center and Canutillo Independent School District and shall remain in effect for _____ from the date of execution. This MOU may be extended or amended upon written request of either La Fe community Development Center or Canutillo Independent School District and the subsequent written concurrence of the other(s). Either La Fe Community Development Center or Canutillo Independent School District may terminate this MOU with a 60-day written to the other(s).
- b. **RESPONSIBILITIES OF PARTIES:** La Fe CDC and Canutillo ISD and their respective agencies and office will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner
- c. **PRINCIPAL CONTACTS:** The principal contacts for this instrument are:

La Fe CDC Administrative Contact	Program Director
Raul Garcia	Carlos Gallinar
Phone (915) 545-7103	Phone: (915) 545-7230
FAX: (915) 534-7601	Fax: (915) 534-7601
Email:	E-mail:
Raul.Garcia@lafe-ep.org	Carlos.Gallinar@lafe-ep.org

- d. **NON-FUND OBLIGATING:** Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and office of La Fe CDC and Canutillo ISD will require execution of separate agreements and be contingent upon the availability of appropriate funds. Such activities must be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations. This MOU does state that La Fe CDC is responsible for the safety and insurance coverage of its employees and students, therefore, not holding Canutillo ISD responsible.
- e. **ESTABLISHMENT OF RESPONSIBILITY:** This MOU is not intended to, and does not create any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against La Fe CDC.
- f. **AUTHORIZED REPRESENTATIVES:** By signature below, the cooperator certifies that the individuals listed in this document as representatives of the cooperator are authorized to act in their respective areas for materials related to this agreement.

THE PARTIES HERETO have executed this instrument.

Lessor

Lessee

CANUTILLO ISD

La Fe CDC

By _____
 Shonda Jordan, President
 Board of Trustees

By: _____
 Carlos Gallinar
 Program Coordinator

Date: _____

Date: _____

APPROVED AS TO FORM:

REVIEWED FOR FORM:

 LARRY A. BASKIND, GENERAL COUNSEL
 CANUTILLO ISD

By: _____
 Date: _____

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 10, 2009

Subject: Expenditure for the Community Scholars Program

Presenter: Sylvia Gonzalez/Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the expenditure for the Community Scholars Program in the total amount of \$12,200.00.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the expenditure for the Community Scholars Program in the total amount of \$12,200.00.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Arcraft Rd.
El Paso, TX 79932

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

Sylvia Gonzalez
Accelerated Instruction Director

Phone: 915-877-7441

Date: September 9, 2009
To: Canutillo ISD Board of Trustees
From: Sylvia Gonzalez/Accelerated Instruction Department
Subject: Community Scholars Summer Internship Program

Description/justification: Two CISD High School students will be selected to participate in the Community Scholars Program based on their records of community service and academic rigor. Through the Community Scholars Program our students will develop such skills as conducting rigorous research, problem solving, leadership, community development, and presentation skills as they share their findings. They will also meet the requirements of the DAP, and graduate at the highest level in Texas.

Vendor name: Community Scholars
Category: Sole Source
Funding source: Title I 199.61.6499.00.919.0.99
Cost: \$12,200.00
Participating Schools: Canutillo High School

Signature: _____
Sylvia Gonzalez/Accelerated Instruction Director

**CONTRACT BETWEEN
CANUTILLO INDEPENDENT SCHOOL DISTRICT
AND
COMMUNITY SCHOLARS, INC.**

This **AGREEMENT** for services is entered into, by and between Canutillo Independent School District, P.O. Box 100, El Paso, TX, 79835 and Community Scholars, Inc., organized under the laws of the State of Texas with offices at 200 N. Ochoa St., El Paso, Texas, 79901.

WITNESSETH THAT:

Whereas, Canutillo Independent School District desires to engage Community Scholars to render certain services listed below:

I. SCOPE OF SERVICE:

Canutillo Independent School District will pay Community Scholars the sum of \$6,100 per student for their participation with Community Scholars. Community Scholars has predicted the participation of two students for the 2010 summer session, bringing the contract total to \$12,200.

The student selection will be announced in early April. Community Scholars will notify Canutillo Independent School District of the students who will be admitted into Community Scholars for the 2010 summer session.

II. TIME OF PERFORMANCE:

This **AGREEMENT** shall commence on September 1, 2009 between Canutillo Independent School District and Community Scholars and will continue through August 31, 2010.

III. LIMITATIONS OF CONTRACT:

This contract is contingent upon approval of the Canutillo Independent School District's FY 2010 budget.

IV. REFUNDS:

In the event that an applicant who has accepted a position with Community Scholars decides to withdraw from the program, Community Scholars will make a reasonable effort to replace that person with another qualified candidate from the Canutillo Independent School District, so long as the timing of the change does not adversely affect the program. If, for any reason, the student does not complete the program, and it is not possible to replace the student, the entire fee is non-refundable.

V. COMPENSATION AND METHOD OF PAYMENT:

For and in consideration of the services to be performed by Community Scholars under this **AGREEMENT**, Canutillo Independent School District shall pay to Community Scholars the amount of \$12,200 (Twelve thousand two hundred dollars) due upon receipt of invoice.

Canutillo Independent School District

Community Scholars, Inc.

Superintendent or representative

Sofía Larkin, Executive Director

Date of Acceptance

Date of Acceptance

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 29, 2009

Subject: Award of RFP 09-16

Presenter: Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the award of RFP 09-16 to El Paso Disposal in the estimated annual amount of \$153,000 for District-Wide waste disposal services.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the award of RFP 09-16 to El Paso Disposal in the estimated annual amount of \$153,000 for District-Wide waste disposal services.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Arcraft Rd.
El Paso, TX 79932

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

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415

Date: September 21, 2009

To: Canutillo ISD Board of Trustees

From: Ron Gatlin, Purchasing Agent

Subject: Award of RFP 09-16 Solid Waste Disposal Services

Description/justification: Award of RFP 09-16 Solid Waste Disposal Services to El Paso Disposal for District-Wide removal of solid waste. The company will provide compactors, front end loader dumpsters, and roll-off dumpsters.

Vendor name: El Paso Disposal

Purchasing Method: Request for Proposal

Category: RFP 09-16

Funding Source: 6299 Miscellaneous Contracted Services (General Fund)

Cost: Annual Estimated cost is \$153,000.

Participating Schools: District-Wide

Signature: Ron Gatlin, Purchasing Agent



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

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

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415

Date: September 21, 2009
To: CISD Board of Trustees
Cc: Tony Reza, Executive Director of Financial Services
From: Ron Gatlin, Purchasing Agent
Subject: Award of RFP 09-16 Waste Disposal Services

The Purchasing Department solicited a request for proposals for Solid Waste Disposal Services #09-16 for the district on September 3, 2009 and September 10, 2009. Bids were received and tabulated on September 17, 2009 and El Paso Disposal was the sole bidder.

I have reviewed the proposal and compared services and pricing and find that their proposal was complete and offers the district lower pricing than what we are currently expensing. Therefore, it is the recommendation of this office that the district award RFP 09-16 to El Paso Disposal

Please find enclosed copy of the bid tabulation.

Enclosure

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 29, 2009

Subject: Renewal of Software Licensing with Educational Technology Learning for the A-Plus instructional software

Presenter: Ron Gatlin/Sylvia Gonzalez

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the renewal of software licensing with Educational Technology Learning for the A-Plus instructional software in the amount not to exceed \$12,000 for the months of September and October 2009.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to renew software licensing with Educational Technology Learning for the A-Plus instructional software in the total amount not to exceed \$12,000 for the months of September and October 2009.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

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

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415

Date: September 21, 2009
To: CISD Board of Trustees
Cc: Tony Reza, Executive Director of Financial Services
From: Ron Gatlin, Purchasing Agent
Subject: A-Plus Software Licensing

This department had placed on the September 8, 2009 board agenda the request to approve the purchase of the A-Plus Software Licensing renewal for the district. After researching RFP 07-23, which was the original bid for this item, it was discovered that the bid was only for 1 annual contract with no extensions. Therefore after consulting with Larry Baskind we decided to pull the item from the agenda as we felt that a sole source letter would not be sufficient for this large of a purchase.

The Purchasing Department will solicit bids for this item again on September 24, 2009 and October 1, 2009 and will receive bids on October 8, 2009 and will bring this item to the Board of Trustees on October 13 for approval.

In the mean time, we are still utilizing the A-Plus software for our students and it is anticipated that for the month of September and the first 2 weeks of October that the amount charged for this software will exceed the \$10,000 amount mandated by the Board of Trustees for approval.

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 23, 2009

Subject: Purchase Payment for 2007 Lease Purchase Agreement

Presenter: Tony Reza

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. In 2007 the district entered into a lease purchase agreement with the Dell Corporation for the leasing (with the option to purchase) of 503 desktop computers, 85 laptops, along with other periphel equipment for Canutillo and Alderete Middle Schools. At the end of the lease, the district has the option to return the computers or make a final purchase payment and keep the computers. This request is to approve the final purchase payment in the total amount of \$47,412.33.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval of the final purchase payment in the total amount of \$47,412.33 to Dell Financial Services.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the payment as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Mr. Roger Parks
Interim Superintendent

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

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: September 24, 2009

SUBJECT: Superintendent Search Brochure

After the conclusion of our superintendent search community meetings, the Ad Hoc Committee met to review all of the input provided by the community and formalize it into a profile for our next superintendent.

Enclosed please find the first draft of the brochure where we will announce the vacancy. We now ask for your input regarding the profile so that we can finalize the brochure and open the application process. Please be prepared to provide your input regarding the bullets listed under the “profile” section of the brochure. We can add, delete and revise as the board deems necessary.

Normally, Board of Trustees business is at the beginning of the agenda, however since this item may need to be discussed at length to ensure each board member has an opportunity to help build the profile, it has been moved to the end of the agenda.