

# Agenda of Regular Meeting

## The Board of Trustees Canutillo ISD

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A Regular meeting of the Board of Trustees of Canutillo ISD will be held November 17, 2020, beginning at 3:00 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- OTHER** 4
  - A. Call to Order
  - B. Pledge of Allegiance
  - C. Texas Pledge of Allegiance
  - D. Roll Call
  - E. CISD Vision and Mission Statements 7
2. **2020 ELECTIONS**
  - A. Discussion and possible action to canvass the November 3, 2020, election results, and consider approval of the Order and Certificate Canvassing the Election Results. 8  
**Presenter:** S. Blanco
  - B. Discussion and possible action to obtain Statement of Officer and issue Certificates of Election for newly elected trustees, and conduct the Oath of Office for newly-elected trustees. 27  
**Presenter:** The Honorable Stephanie Frieze and Carlos Carrasco
3. **OPEN FORUM**

**Description:** Any member of the community wishing to make a comment during Open Forum can send their comments to the following email address:  
BoardQuestions@canutillo-isd.org.  
Comments must be submitted prior to the meeting start time.
4. **BOARD OF TRUSTEE BUSINESS-OTHER**
  - A. Discussion and possible action to elect new board officers. 40
    1. President
    2. Vice-President
    3. Secretary
  - B. Discussion and possible action to approve a resolution requesting an accountability waiver, specifically requesting a wavering of STAAR, TELPAS, EOC assessments; as well as extending this waiver to include T-TESS/teacher evaluations for the 2020-21 school year. 43  
**Presenter:** A. Rodriguez
  - C. Discussion and possible action to address current compliance with TEA Corrective Action Plan. 45

	<b>Presenter:</b> S. Coronado	
D.	Discussion regarding next steps to address Facility Master Plan.	51
	<b>Presenter:</b> B. Vasquez	
5.	<b>CONSENT AGENDA- VOTING</b>	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of Meeting Minutes.	
	a. October 6, 2020 SBM	101
	b. October 20, 2020 SBM	102
	c. October 27, 2020 RBM	104
2.	Approval of Monthly Financials.	109
	<b>Presenter:</b> C. Pulley	
3.	Approval of the Monthly Warrant List.	110
	<b>Presenter:</b> C. Pulley	
4.	Approval of Budget Amendments.	111
	<b>Presenter:</b> C. Pulley	
5.	Approval of the Quarterly Investment Report for Quarter Ended September 30, 2020.	114
6.	Acceptance of the Comprehensive Annual Financial Report for the Year Ended June 30, 2020.	127
	<b>Presenter:</b> M. Piekarski / C. Pulley	
7.	Approval of the 2021 Board of Trustee Regular Board Meeting Dates.	136
	<b>Presenter:</b> P. Galaviz	
8.	Approval regarding a time extension request made by Excel Energy Group to complete the LED retrofitting project.	137
	<b>Presenter:</b> B. Vasquez	
9.	Approval to Purchase vehicles for Police Safety & Security Department from Charlie Clark Nissan El Paso utilizing cooperative contract HGACBuy VE11-20 for the not to exceed amount of \$86,000.00.	139
	<b>Presenter:</b> C. Carrillo	
10.	Approval of the use of Canutillo ISD facilities as permanent polling places for 2020-2021 elections.	151
	<b>Presenter:</b> L. Rodriguez/A. Reynoso	
B.	<i>CURRICULUM</i>	
1.	Approval of Memorandum of Understanding between Canutillo ISD and UTEP regarding Project ACE and Canutillo High School	166
	<b>Presenter:</b> M. Rocha	
2.	Approval of Memorandum of Understanding between Oliver Foundation and Canutillo ISD with Canutillo Elementary Campus.	170
	<b>Presenter:</b> M. Reyes	
3.	Acceptance of the Academic Language Services Report on English Learners.	183
	<b>Presenter:</b> M. Silva	
C.	<i>HUMAN RESOURCES</i>	

- 1. Approval of TASB Policy Update 115. (Local Policies affected: DED, DIA, DMD, EI, FB, FD, FEB, FFH, FFH, FMF, FNG, GF). 185  
**2nd reading.**  
**Presenter:** M. Carrasco
- 6. **EXECUTIVE SESSION**  
**Description:** The meeting is to be closed under *Texas Government Code* Sections 551.071, 551.072 and 551.074
  - A. Discussion regarding replacement of Trustee Yglesias to include the application process and timeline. 240  
**Presenter:** S. Coronado
  - B. Discussion regarding status of possible sale of real property located on Westside Drive adjacent to Garcia ES.
- 7. **NEW BUSINESS (continued): OTHER**
  - A. Discussion and possible action regarding replacement of Trustee Yglesias to include the application process and timeline.
  - B. Discussion and possible action regarding sale of real property located on Westside Drive adjacent to Garcia ES.
- 8. **ADJOURNMENT**

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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.



**Texas Association of School Boards**

Legal Services

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*Serving Texas Schools Since 1949*

## **Texas Governor Suspends Certain Provisions of Open Meetings Act Due to Coronavirus (COVID-19)**

*Published online in [TASB School Law eSource](#)*

On March 16, 2020, Governor Greg Abbott granted a request from Attorney General Ken Paxton to temporarily suspend a limited number of open meeting laws to the extent necessary to allow telephonic or videoconference meetings and to avoid congregate settings in physical locations in response to the Coronavirus (COVID-19) disaster. Several of the suspended laws may offer flexibility for telephone or videoconference meetings conducted by Texas school boards. The order is effective immediately and will remain in effect until terminated by the Governor or until the March 13, 2020, disaster declaration is lifted or expires.

School boards were already permitted to conduct remote meetings by teleconference and videoconference, in accordance with applicable law. See TASB Legal Services' guidance on [Remote Participation in Board Meetings](#).

Now, however, statutory requirements to permit the public to attend and offer public testimony from a physical location, even during remote meetings, have been suspended, if the school district offers alternatives. In addition, several laws requiring the physical presence of a quorum have also been suspended.

According to the statement on the [Governor's website](#), if public officials are not holding a telephonic or videoconference meeting, all open meeting requirements apply.

The following suspended provisions of the Texas Open Meetings Act (OMA) are of greatest interest to Texas school boards. A full list of the [suspended laws](#) is available from the Office of the Attorney General.

### **Notice of Meetings**

- **Normally districts post at central office and online.** Normally a school district must post notice of board meetings on a bulletin board at a place convenient to the public in the central administrative office of the district. Tex. Gov't Code § 551.051. In addition, the district must concurrently post notice of board meetings on the district's Internet website. Tex. Gov't Code § 551.056(b)(3). If notice of a board meeting is posted online continuously at least 72 hours before the meeting, the physical posting at central office need only be accessible during business hours. Tex. Gov't Code § 551.043.

- **Now physical posting is not required for remote meetings.** During the period of suspension, Section 551.051 regarding posting at central office and the portion of Section 551.043 requiring a district to post in a physical location in addition to posting online have been suspended. According to the suspension order, meeting notices for telephonic and videoconference meetings may be posted online only. The posting must still be online continuously for 72 hours, unless the emergency notice exception allows one-hour notice.
- **Online posting requires a conference number or link for use by the public.** The suspension order specifically requires that an online notice must include a toll-free dial-in number or a free-of-charge videoconference link, along with an electronic copy of any agenda packet.

### Public Comment

- **Requirement for public comment suspended for remote meetings.** Normally, Texas Government Code section 551.007(b) requires a school board to allow each member of the public who desires to address the board regarding an item on an agenda for an open meeting to address the board regarding the item at the meeting before or during the board's consideration of the item. The Governor's order suspends this provision.
- **"Alternate methods" for comment are required.** The order requires, however, that school districts offer alternative methods of communicating with district officials. For example, we might suggest a dedicated voicemail or email inbox. Consider having an administrator play or read the comments aloud to the board during the meeting.

### Meetings by Teleconference

- **A board may meet by teleconference even absent an emergency.** Normally, Texas Government Code section 551.125(b)(1) limits the use of meetings by teleconference to an emergency or public necessity as defined by the OMA. For now, that provision is suspended; however, meeting by teleconference remains appropriate only if it would be difficult or impossible for a quorum of the board to gather in one location.
- **Notice, quorum, and audio recording still required.** A quorum is still required to conduct a meeting, even by teleconference. A meeting by teleconference still must be posted in accordance with the OMA. A meeting by teleconference must be audio recorded, and the recording must be available to the public.
- **The public must have access through a conference call or link.** The district does not have to open a physical location for the public, but the public must have dial-in or conference capability allowing for two-way communication. According to the suspension order, the dial-in number or videoconference link provided in the notice must make the meeting audible to members of the public and allow for their two-way communication. Other specifications about the quality of the audio have been suspended.

## Meetings by Videoconference

- **A quorum does not have to gather in a single physical location.** Normally to conduct a meeting by videoconference pursuant to Texas Government Code section 551.127, a quorum of the school board must be in a single physical location. That requirement, as well as the requirement to post the physical location of the quorum, has been suspended. Consequently, during the period of suspension, a school board may meet by videoconference with all members in separate locations. All members participating by videoconference are considered present.
- **Notice, quorum, and audio recording still required.** A quorum is still required to conduct a meeting, even by videoconference. Notice of a meeting by videoconference still must be posted in accordance with the unsuspended OMA provisions. A meeting by videoconference must be at least audio recorded, and the recording must still be available to the public.
- **The technical requirements have been alleviated.** All requirements regarding the quality of the video and audio, including the requirement that the videoconference comply with technological standards set by the Department of Information Resources (DIR), have been suspended.
- **The public must have access through a conference call or link.** The district does not have to open a physical location for the public, but the public must have dial-in or conference capability allowing for two-way communication. According to the suspension order, the dial-in number or videoconference link provided in the notice must make the meeting audible to members of the public and allow for their two-way communication. According to the statement on the [Governor's website](#), officials who hold videoconference meetings are encouraged to provide for participation via telephone for members of the public without videoconferencing capability.

If you have questions about the suspension order, you may contact the Office of the Attorney General at 888.672.6787 or via email at [TOMA@oag.texas.gov](mailto:TOMA@oag.texas.gov). If you have questions about teleconference and videoconference capabilities offered by the Texas Department of Information Resources, you may visit [dir.texas.gov](http://dir.texas.gov) or call 512.475.4700.

As always, we encourage you to consider your options in consultation with your school attorney.

This document is continually updated, and references to online resources are hyperlinked, at [tasb.org/services/legal-services/tasb-school-law-esource/governance/documents/texas-governor-suspends-certain-provisions-of-oma.pdf](http://tasb.org/services/legal-services/tasb-school-law-esource/governance/documents/texas-governor-suspends-certain-provisions-of-oma.pdf). For more information on this and other school law topics, visit TASB School Law eSource at [schoollawesource.tasb.org](http://schoollawesource.tasb.org).

*This document is provided for educational purposes only and contains information to facilitate a general understanding of the law. It is not an exhaustive treatment of the law on this subject nor is it intended to substitute for the advice of an attorney. Consult with your own attorneys to apply these legal principles to specific fact situations.*

# CANUTILLO A Premier District

## Vision

Canutillo ISD is a premier district preparing tomorrow's best today with innovative, future-focused learning opportunities for every student.

## Mission

Our mission is to create rigorous, student-centered classrooms which develop future-ready students to compete in a global economy and thrive in a multicultural world.

## 2018-19 District Improvement Goals

- 1** 90% of all first and second grade students will be reading at grade level
- 2** Increase the measurement of Masters Index by 15% point Reading, Writing, Math, Science and Social Studies and all End of Course exams
- 3** 30% of all 9th and 10th graders who scored "Approaches" on the State's 8th grade reading and End of Course English I will pass the Texas Success Initiative in Reading & Writing
- 4** Increase the number of students receiving certifications in Career and Technical Education by 15%



**#BeCanutillo**

**Preparing Tomorrow's Best Today**



AN ORDER CANVASSING RESULTS OF THE GENERAL TRUSTEES' ELECTION  
HELD ON NOVEMBER 3, 2020

was duly introduced for the consideration by the Board and read in full. It was then duly moved and seconded that such Order be adopted; and, after due discussion, such motion, carrying with it the adoption of such Order, prevailed and carried by the following votes:

AYES: \_\_\_\_\_

NAYES: \_\_\_\_\_

2. A true, full, and correct copy of the aforesaid Order adopted at the Meeting described in the above and foregoing paragraph is attached to and follows this Certificate; such Order has been duly recorded in the Board's minutes of the Meeting;

3. The above and foregoing paragraph references a Meeting pertaining to the adoption of such Order; the persons named in the above and foregoing paragraph are duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that such order would be introduced and considered for adoption at the Meeting and each of such officers and members consented, in advance, to the holding of the Meeting for such purpose; and the Meeting was open to the public, and public notice of the time, place and purpose of the Meeting was given, pursuant to Art 551.054, Texas Government Code.

SIGNED AND SEALED THIS 17<sup>th</sup> day of NOVEMBER 2020:

\_\_\_\_\_  
Sergio Coronado  
President, Board of Trustees  
Canutillo Independent School District

ATTEST:

\_\_\_\_\_  
Armando Rodriguez  
Secretary, Board of Trustees  
Canutillo Independent School District

SEAL

**AN ORDER BY THE CANUTILLO INDEPENDENT SCHOOL  
DISTRICT BOARD OF TRUSTEES CANVASSING RETURNS AND  
DECLARING ELECTION RESULTS**

Whereas, the Canutillo Independent School District Board of Trustees (the "School District") duly authorized an election to be held within the School District on Tuesday, November 3, 2020 (the "Election") for the purpose of submitting to qualified voters of the School District the election for members of the Board of Trustees for four at-large positions; and

Whereas, the election for the four at-large positions was conducted by the County Elections Administrator, who has duly made the return of the results thereof, and said returns have been delivered to this Board of Trustees; and

Whereas, the Board of Trustees finds and declares that the meeting at which this Order is considered is open to the public as required by law, and that public notice of the time, place and purpose of the meeting was given as required by Section 551.001 et seq., Texas Government Code;

**NOW, THEREFORE, BE IT ORDERED BY THE CANUTILLO INDEPENDENT  
SCHOOL DISTRICT BOARD OF TRUSTEES:**

1. It is officially found and determined that the election was duly ordered, that proper notice thereof was duly given, that proper election officers were duly appointed prior to said election, that the election was duly and lawfully held, and that due returns of the result of said election have been made and delivered, and that this Board of Trustees has duly canvassed the returns, all in accordance with law and the Order calling the election.

2. It is officially found and determined that the following votes were cast for the candidates for the positions for the Board of Trustees by qualified voters of the School District as follows:

**FOUR AT-LARGE POSITIONS**

RAYMOND MEDLOCK	2,027 VOTES
<b>SERGIO CORONADO</b>	<b>4,598 VOTES</b>
AMBER WHITLEY	2,768 VOTES
<b>PATRICIA "PATSY" MENDOZA</b>	<b>5,195 VOTES</b>
<b>ARMANDO "MANDO" RODRIGUEZ</b>	<b>4,247 VOTES</b>
ALFONSO "AL" FLORES, JR.	3,053 VOTES
ANNETTE BRIGHAM	3,566 VOTES
<b>BLANCA TROUT</b>	<b>3,766 VOTES</b>

3. As a result of said election, and in conformity with law, this Board of Trustees hereby declares that the following persons received the highest number of votes for the four at-large positions and are elected as members of this Board of Trustees:

**SERGIO CORONADO**  
**PATRICIA "PATSY" MENDOZA**  
**ARMANDO "MANDO" RODRIGUEZ**  
**BLANCA TROUT**

**SIGNED AND ADOPTED** on this 17<sup>th</sup> day of November, 2020.

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Sergio Coronado  
President, CISD Board of Trustees

Attest:

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Armando "Mando" Rodriguez  
Secretary, CISD Board of Trustees

**STATISTICS**

	<b>TOTAL</b>
Election Day Precincts Reporting	208 of 208
Precincts Complete	208 of 208
Registered Voters - Total	487,942
Ballots Cast - Total	225,146
Voter Turnout - Total	46.14%

Summary Results Report  
El Paso County  
November 3, 2020

UNOFFICIAL FINAL  
UNOFFICIAL EARLY VOTING  
CANUTILLO ISD

Canutillo ISD Board of Trustees

Vote For 4

	TOTAL	VOTE %
Raymond Medlock	1,724	6.91%
Sergio Coronado	3,950	15.83%
Amber Whitley	2,434	9.76%
Patricia "Patsy" Mendoza	4,407	17.66%
Armando "Mando" Rodriguez	3,584	14.36%
Alfonso "Al" Flores, Jr.	2,599	10.42%
Annette Brigham	3,063	12.28%
Blanca Trout	3,189	12.78%
<b>Total Votes Cast</b>	<b>24,950</b>	<b>100.00%</b>
Overvotes	8	
Undervotes	15,702	
Contest Totals	40,660	
Precincts Reporting	9 of 9	

**Summary Results Report**  
**El Paso County**  
**November 3, 2020**

**UNOFFICIAL FINAL RESULTS**  
**UNOFFICIAL ELECTION RESULTS**  
**Precinct by Precinct**

**PRECINCT 002**

**STATISTICS**

	<b>TOTAL</b>
Registered Voters - Total	4,115
Ballots Cast - Total	2,284
Voter Turnout - Total	55.50%

**Canutillo ISD Board of Trustees**

Vote For 4

	<b>TOTAL</b>	<b>VOTE %</b>
Raymond Medlock	349	6.47%
Sergio Coronado	872	16.17%
Amber Whitley	462	8.57%
Patricia "Patsy" Mendoza	986	18.29%
Armando "Mando" Rodriguez	797	14.78%
Alfonso "Al" Flores, Jr.	546	10.13%
Annette Brigham	654	12.13%
Blanca Trout	726	13.46%
<b>Total Votes Cast</b>	<b>5,392</b>	<b>100.00%</b>
Overvotes	0	
Undervotes	3,744	
Contest Totals	9,136	

**Summary Results Report**  
**El Paso County**  
**November 3, 2020**

**UNOFFICIAL FINAL RESULTS**  
**UNOFFICIAL ELECTION RESULTS**  
**Precinct by Precinct**

**PRECINCT 003**

**STATISTICS**

	<b>TOTAL</b>
Registered Voters - Total	3,007
Ballots Cast - Total	1,646
Voter Turnout - Total	54.74%

**Canutillo ISD Board of Trustees**

Vote For 4

	<b>TOTAL</b>	<b>VOTE %</b>
Raymond Medlock	289	6.50%
Sergio Coronado	774	17.40%
Amber Whitley	377	8.48%
Patricia "Patsy" Mendoza	789	17.74%
Armando "Mando" Rodriguez	669	15.04%
Alfonso "Al" Flores, Jr.	434	9.76%
Annette Brigham	574	12.90%
Blanca Trout	542	12.19%
<b>Total Votes Cast</b>	<b>4,448</b>	<b>100.00%</b>
Overvotes	4	
Undervotes	2,132	
Contest Totals	6,584	

Summary Results Report  
 El Paso County  
 November 3, 2020

UNOFFICIAL FINAL RESULTS  
 UNOFFICIAL ELECTION RESULTS  
 Precinct by Precinct

PRECINCT 004

STATISTICS

	TOTAL
Registered Voters - Total	1,847
Ballots Cast - Total	984
Voter Turnout - Total	53.28%

Canutillo ISD Board of Trustees

Vote For 4

	TOTAL	VOTE %
Raymond Medlock	177	6.81%
Sergio Coronado	412	15.85%
Amber Whitley	213	8.20%
Patricia "Patsy" Mendoza	475	18.28%
Armando "Mando" Rodriguez	401	15.43%
Alfonso "Al" Flores, Jr.	266	10.23%
Annette Brigham	344	13.24%
Blanca Trout	311	11.97%
<b>Total Votes Cast</b>	<b>2,599</b>	<b>100.00%</b>
Overvotes	0	
Undervotes	1,337	
Contest Totals	3,936	

**Summary Results Report**  
**El Paso County**  
**November 3, 2020**

**UNOFFICIAL FINAL RESULTS**  
**UNOFFICIAL ELECTION RESULTS**  
**Precinct by Precinct**

**PRECINCT 005**

**STATISTICS**

	<b>TOTAL</b>
Registered Voters - Total	3,174
Ballots Cast - Total	1,827
Voter Turnout - Total	57.56%

**Canutillo ISD Board of Trustees**

Vote For 4

	<b>TOTAL</b>	<b>VOTE %</b>
Raymond Medlock	286	6.46%
Sergio Coronado	743	16.78%
Amber Whitley	387	8.74%
Patricia "Patsy" Mendoza	797	18.00%
Armando "Mando" Rodriguez	702	15.85%
Alfonso "Al" Flores, Jr.	471	10.64%
Annette Brigham	486	10.98%
Blanca Trout	556	12.56%
<b>Total Votes Cast</b>	<b>4,428</b>	<b>100.00%</b>
Overvotes	0	
Undervotes	2,880	
Contest Totals	7,308	

Summary Results Report  
 El Paso County  
 November 3, 2020

UNOFFICIAL FINAL RESULTS  
 UNOFFICIAL ELECTION RESULTS  
 Precinct by Precinct

PRECINCT 012

STATISTICS

	TOTAL
Registered Voters - Total	1,557
Ballots Cast - Total	1,043
Voter Turnout - Total	66.99%

Canutillo ISD Board of Trustees

Vote For 4

	TOTAL	VOTE %
Raymond Medlock	182	7.77%
Sergio Coronado	324	13.83%
Amber Whitley	275	11.74%
Patricia "Patsy" Mendoza	436	18.62%
Armando "Mando" Rodriguez	318	13.58%
Alfonso "Al" Flores, Jr.	243	10.38%
Annette Brigham	302	12.90%
Blanca Trout	262	11.19%
<b>Total Votes Cast</b>	<b>2,342</b>	<b>100.00%</b>
Overvotes	0	
Undervotes	1,830	
Contest Totals	4,172	

**Summary Results Report**  
**El Paso County**  
**November 3, 2020**

**UNOFFICIAL FINAL RESULTS**  
**UNOFFICIAL ELECTION RESULTS**  
**Precinct by Precinct**

**PRECINCT 043**

**STATISTICS**

	<b>TOTAL</b>
Registered Voters - Total	2,276
Ballots Cast - Total	1,538
Voter Turnout - Total	67.57%

**Canutillo ISD Board of Trustees**

Vote For 4

	<b>TOTAL</b>	<b>VOTE %</b>
Raymond Medlock	0	0.00%
Sergio Coronado	0	0.00%
Amber Whitley	0	0.00%
Patricia "Patsy" Mendoza	1	100.00%
Armando "Mando" Rodriguez	0	0.00%
Alfonso "Al" Flores, Jr.	0	0.00%
Annette Brigham	0	0.00%
Blanca Trout	0	0.00%
<b>Total Votes Cast</b>	<b>1</b>	<b>100.00%</b>
Overvotes	0	
Undervotes	3	
Contest Totals	4	

**Summary Results Report  
El Paso County  
November 3, 2020**

**UNOFFICIAL FINAL RESULTS  
UNOFFICIAL ELECTION RESULTS  
Precinct by Precinct**

**PRECINCT 184**

**STATISTICS**

	<b>TOTAL</b>
Registered Voters - Total	0
Ballots Cast - Total	1
Voter Turnout - Total	0.00%

**Canutillo ISD Board of Trustees**

Vote For 4

	<b>TOTAL</b>	<b>VOTE %</b>
Raymond Medlock	0	
Sergio Coronado	0	
Amber Whitley	0	
Patricia "Patsy" Mendoza	0	
Armando "Mando" Rodriguez	0	
Alfonso "Al" Flores, Jr.	0	
Annette Brigham	0	
Blanca Trout	0	
<b>Total Votes Cast</b>	<b>0</b>	
Overvotes	0	
Undervotes	4	
Contest Totals	4	

**Summary Results Report  
El Paso County  
November 3, 2020**

**UNOFFICIAL FINAL RESULTS  
UNOFFICIAL ELECTION RESULTS  
Precinct by Precinct**

**PRECINCT 192**

**STATISTICS**

	<b>TOTAL</b>
Registered Voters - Total	4,066
Ballots Cast - Total	2,727
Voter Turnout - Total	67.07%

**Canutillo ISD Board of Trustees**

Vote For 4

	<b>TOTAL</b>	<b>VOTE %</b>
Raymond Medlock	483	7.32%
Sergio Coronado	1,002	15.18%
Amber Whitley	662	10.03%
Patricia "Patsy" Mendoza	1,106	16.76%
Armando "Mando" Rodriguez	886	13.42%
Alfonso "Al" Flores, Jr.	734	11.12%
Annette Brigham	795	12.04%
Blanca Trout	933	14.13%
<b>Total Votes Cast</b>	<b>6,601</b>	<b>100.00%</b>
Overvotes	4	
Undervotes	4,303	
Contest Totals	10,908	

**Summary Results Report  
El Paso County  
November 3, 2020**

**UNOFFICIAL FINAL RESULTS  
UNOFFICIAL ELECTION RESULTS  
Precinct by Precinct**

**PRECINCT 193**

**STATISTICS**

	<b>TOTAL</b>
Registered Voters - Total	2,130
Ballots Cast - Total	1,478
Voter Turnout - Total	69.39%

**Canutillo ISD Board of Trustees**

Vote For 4

	<b>TOTAL</b>	<b>VOTE %</b>
Raymond Medlock	261	7.66%
Sergio Coronado	471	13.82%
Amber Whitley	392	11.50%
Patricia "Patsy" Mendoza	605	17.75%
Armando "Mando" Rodriguez	474	13.90%
Alfonso "Al" Flores, Jr.	359	10.53%
Annette Brigham	411	12.06%
Blanca Trout	436	12.79%
<b>Total Votes Cast</b>	<b>3,409</b>	<b>100.00%</b>
Overvotes	0	
Undervotes	2,503	
Contest Totals	5,912	

STATISTICS

	TOTAL
Election Day Precincts Reporting	208 of 208
Precincts Complete	208 of 208
Registered Voters - Total	487,942
Ballots Cast - Total	43,861
Voter Turnout - Total	8.99%

**Canutillo ISD Board of Trustees**

Vote For 4

	TOTAL	VOTE %
Raymond Medlock	303	7.10%
Sergio Coronado	648	15.18%
Amber Whitley	334	7.82%
Patricia "Patsy" Mendoza	788	18.45%
Armando "Mando" Rodriguez	663	15.53%
Alfonso "Al" Flores, Jr.	454	10.63%
Annette Brigham	503	11.78%
Blanca Trout	577	13.51%
<b>Total Votes Cast</b>	<b>4,270</b>	<b>100.00%</b>
Overvotes	0	
Undervotes	3,034	
Contest Totals	7,304	
Precincts Reporting	9 of 9	

**STATISTICS**

	<b>TOTAL</b>
Election Day Precincts Reporting	208 of 208
Precincts Complete	208 of 208
Registered Voters - Total	487,942
Ballots Cast - Total	269,007
Voter Turnout - Total	55.13%

**Canutillo ISD Board of Trustees**

Vote For 4

	TOTAL	VOTE %
Raymond Medlock	2,027	6.94%
Sergio Coronado	4,598	15.74%
Amber Whitley	2,768	9.47%
Patricia "Patsy" Mendoza	5,195	17.78%
Armando "Mando" Rodriguez	4,247	14.53%
Alfonso "Al" Flores, Jr.	3,053	10.45%
Annette Brigham	3,566	12.20%
Blanca Trout	3,766	12.89%
<b>Total Votes Cast</b>	<b>29,220</b>	<b>100.00%</b>
Overvotes	8	
Undervotes	18,736	
Contest Totals	47,964	
Precincts Reporting	9 of 9	

## Form 2201 - Statement of Officer (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

### **Execution and Delivery Instructions**

A Statement of Officer required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office.

**Mail:** P.O. Box 12887, Austin, Texas 78711-2887.

**Overnight mail or hand deliveries:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

**Fax:** (512) 463-5569.

**Email:** Scanned copies of the executed Statement may be sent to [register@sos.texas.gov](mailto:register@sos.texas.gov)

*NOTE: The Statement of Officer form, commonly referred to as the “Anti-Bribery Statement,” must be executed and filed with the Office of the Secretary of State before taking the Oath of Office (Form 2204).*

### **Commentary**

Article XVI, section 1 of the Texas Constitution requires all elected or appointed state and local officers to take the official oath of office found in section 1(a) and to subscribe to the anti-bribery statement found in section 1(b) before entering upon the duties of their offices.

Elected and appointed state-level officers required to file the anti-bribery statement with the Office of the Secretary of State include members of the Legislature, the Secretary of State, and all other officers whose jurisdiction is coextensive with the boundaries of the state or who immediately belong to one of the three branches of state government. Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions. For more information, see Op. Tex. Att’y Gen. No. JC-0575 (2002) (determining the meaning of “state officer” as it is used in Article XVI).

Effective September 1, 2017, Senate Bill 1329, which was enacted by the 85<sup>th</sup> Legislature, Regular Session, amended chapter 602 of the Government Code to require the following judicial officers and judicial appointees to file their oath and statement of officer with the secretary of state:

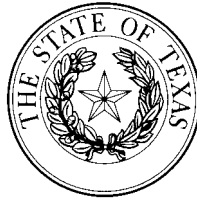
Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas; and  
Associate judges appointed under Subchapter B or C, Chapter 201, Family Code.

Local officers must retain the signed anti-bribery statement with the official records of the office. *As a general rule, city and county officials do not file their oath of office with the Secretary of State— these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office. **The Office of the Secretary of State does NOT file Statements or Oaths from the following persons:** Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges, County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD’s).*

***Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or [register@sos.texas.gov](mailto:register@sos.texas.gov)***

Revised 05/2020

**Form #2201 Rev. 05/2020**  
**Submit to:**  
**SECRETARY OF STATE**  
**Government Filings**  
**Section P O Box 12887**  
**Austin, TX 78711-2887**  
**512-463-6334**  
**512-463-5569 - Fax**  
**Filing Fee: None**



**STATEMENT OF OFFICER**

**Statement**

I, \_\_\_\_\_, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: \_\_\_\_\_

**Execution**

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Officer

## Form 2204 - Oath of Office (General Information)

The attached form is designed to meet minimal constitutional filing requirements pursuant to the relevant provisions. *This form and the information provided are not substitutes for the advice and services of an attorney.*

### **Execution and Delivery Instructions**

An Oath of Office that is required to be filed with the Office of the Secretary of State is considered filed once it has been received by this office. The Oath of Office may be administered to you by a person authorized under the provisions of Chapter 602 of the Texas Government Code. Authorized persons commonly used to administer oaths include notaries public and judges.

**Mail:** P.O. Box 12887, Austin, Texas 78711-2887.

**Overnight mail or hand deliveries:** James Earl Rudder Officer Building, 1019 Brazos, Austin, Texas 78701.

**Fax:** (512) 463-5569. If faxed, the original Oath should also be mailed to the appropriate address above.

**Email:** Scanned copies of the executed Oath may be sent to [register@sos.texas.gov](mailto:register@sos.texas.gov). If sent by email, the original Oath should also be mailed to the appropriate address above.

**NOTE:** *Do not have the Oath of Office administered to you before executing and filing the Statement of Officer (Form 2201 – commonly referred to as the “Anti-Bribery Statement”) with the Office of the Secretary of State.*

### **Commentary**

Pursuant to art. XVI, Section 1 of the Texas Constitution, the Oath of Office *may not* be taken until a Statement of Officer (see Form 2201) has been subscribed to and, as required, filed with the Office of the Secretary of State. Additionally, gubernatorial appointees who are appointed during a legislative session *may not* execute their Oath until after confirmation by the Senate. Tex. Const. art. IV, Section 12.

### ***Officers Required to File Oath of Office with the Secretary of State:***

Gubernatorial appointees

District attorneys

Appellate and district court judges

Officers appointed by the supreme court, the court of criminal appeals, or the State Bar of Texas

Associate judges appointed under subchapter B or C, chapter 201 of the Texas Family Code

Directors of districts operating pursuant to chapter 36 or 49 of the Texas Water Code file a duplicate original of their Oath of Office within 10 days of its execution. Texas Water Code, Sections 36.055(d) and 49.055(d)

### ***Officers Not Required to File Oath of Office with the Secretary of State:***

Members of the Legislature elected to a *regular* term of office will have their Oath of Office administered in chambers on the opening day of the session and recorded in the appropriate Journal. Members elected to an *unexpired* term of office should file their Oath of Office with either the Chief Clerk of the House or the Secretary of the Senate, as appropriate.

All other persons should file their Oaths locally. Please check with the county clerk, city secretary or board/commission secretary for the proper filing location.

*As a general rule, city and county officials do not file their oath of office with the Secretary of State—these officials file at the local level. The Legislature amended the Texas Constitution, Article 16, Section 1, in November 2001 to no longer require local level elected officials to file with our office.*

**The Office of the Secretary of State does NOT file Statements or Oaths from the following persons:** Assistant District Attorneys; City Officials, including City Clerks, City Council Members, Municipal Judges, Justices of the Peace, and Police/Peace Officers; Zoning/Planning Commission Members; County Officials, including County Clerks, County Commissioners, County Judges (*except County Court of Law Judges who file with the Elections Division*), County Tax Assessors, and District Clerks; and Officials of Regional Entities, such as, Appraisal Review Districts, Emergency Service Districts, and School Districts (ISD’s). Questions about whether a particular officer is a state-level officer may be resolved by consulting relevant statutes, constitutional provisions, judicial decisions, and attorney general opinions.

All state or county officers, other than the governor, lieutenant governor, and members of the legislature, who qualify for office, are commissioned by the governor. Tex. Gov’t Code, Section 601.005. The Secretary of State performs ministerial duties to administer the commissions issued by the governor, including confirming that officers are qualified prior to being commissioned. Submission of this oath of office to the Office of the Secretary of State confirms an officer’s qualification so that the commission may be issued.

*Questions about this form should be directed to the Government Filings Section at (512) 463-6334 or [register@sos.texas.gov](mailto:register@sos.texas.gov).*

*Revised 9/2017*

Submit to:  
SECRETARY OF STATE  
Government Filings Section  
P O Box 12887  
Austin, TX 78711-2887  
512-463-6334  
FAX 512-463-5569  
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,  
I, \_\_\_\_\_, do solemnly swear (or affirm), that I will faithfully  
execute the duties of the office of \_\_\_\_\_ of  
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws  
of the United States and of this State, so help me God.

\_\_\_\_\_  
Signature of Officer

Certification of Person Authorized to Administer Oath

State of \_\_\_\_\_

County of \_\_\_\_\_

Sworn to and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Affix Notary Seal,  
only if oath  
administered by a  
notary.)

\_\_\_\_\_  
Signature of Notary Public or  
Signature of Other Person Authorized to Administer An  
Oath

\_\_\_\_\_  
Printed or Typed Name



**CANUTILLO** A Premier District  
Tomorrow's Best Today

In the name and by the authority of the Canutillo Independent School District, **THIS IS TO CERTIFY**, that at a General Election held on November 3, 2020,

**SERGIO CORONADO**

was duly elected to Trustee on  
the Board of Trustees of the Canutillo Independent School District.

In testimony whereof, I have  
hereunto signed my name this  
**17th** day of November, 2020.

---

Salvador Payan, Board Vice President  
Canutillo Independent School District

---

**Street Address:**  
7965 Artcraft Rd.  
El Paso, TX 79932

---

**Mailing Address:**  
P.O. Box 100  
Canutillo, TX 79835

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**P: (915) 877-7400**  
**F: (915) 877-7525**  
**canutillo-isd.org**

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division:  
(915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.





**CANUTILLO** A Premier District  
Tomorrow's Best Today

In the name and by the authority of the Canutillo Independent School District, **THIS IS TO CERTIFY**, that at a General Election held on November 3, 2020,

**Patricia “Patsy” Mendoza**

was duly elected to Trustee on  
the Board of Trustees of the Canutillo Independent School District.

In testimony whereof, I have  
hereunto signed my name this  
**17th** day of November, 2020.

---

Sergio Coronado, Board President  
Canutillo Independent School District

---

**Street Address:**  
7965 Artcraft Rd.  
El Paso, TX 79932

---

**Mailing Address:**  
P.O. Box 100  
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---

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**CANUTILLO A Premier District**  
Tomorrow's Best Today

In the name and by the authority of the Canutillo Independent School District, **THIS IS TO CERTIFY**, that at a General Election held on November 3, 2020,

**Armando “Mando” Rodriguez**

was duly elected to Trustee on  
the Board of Trustees of the Canutillo Independent School District.

In testimony whereof, I have  
hereunto signed my name this  
**17th** day of November, 2020.

---

Sergio Coronado, Board President  
Canutillo Independent School District

---

**Street Address:**  
7965 Artcraft Rd.  
El Paso, TX 79932

---

**Mailing Address:**  
P.O. Box 100  
Canutillo, TX 79835

---

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# CANUTILLO A Premier District

## Tomorrow's Best Today

In the name and by the authority of the Canutillo Independent School District, THIS IS TO CERTIFY, that at a General Election held on November 3, 2020,

**Blanca Trout**

was duly elected to Trustee on  
the Board of Trustees of the Canutillo Independent School District.

In testimony whereof, I have  
hereunto signed my name this  
**17th** day of November, 2020.

---

Sergio Coronado, Board President  
Canutillo Independent School District

---

**Street Address:**  
7965 Artcraft Rd.  
El Paso, TX 79932

---

**Mailing Address:**  
P.O. Box 100  
Canutillo, TX 79835

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OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LEGAL)

**Selection of Officers** At the first meeting after each election and qualification of Board members, the members of the Board shall organize by selecting:

1. A president, who shall be a member of the Board.
2. A secretary, who may or may not be a member of the Board.
3. Such other officers and committees as the Board may deem necessary.

*Education Code 11.061(c)*

**Reorganization** In addition to the required post-election organization, the Board may also organize at other times. *Atty. Gen. Op. MW-531 (1982)*

**Duties / Powers of Board President** The duties and powers of the President of the Board include, but are not limited to, the following:

- |  |   |
|--|---|
| Public Meeting on Budget and Proposed Tax Rate | 1. Call a meeting of the Board, giving public notice not earlier than the 30th day or later than the tenth day before the meeting, to discuss and adopt the budget and the proposed tax rate. <i>Education Code 44.004</i> [See CE and CCG] |
| Financial Statements                           | 2. Ensure that the annual financial statements are published as required by law. <i>Local Gov't Code 140.006</i> [See CFA]  |
| Mineral Rights                                 | 3. Execute an oil and/or gas lease or sell, exchange, and convey the minerals in land belonging to the District, approved by resolution of the Board. <i>Education Code 11.153</i>  |
| Deeds  | 4. Execute the deed for the sale of property, other than minerals, held in trust for free school purposes. <i>Education Code 11.154(b)</i>  |

OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LOCAL)

**Board Officers**

The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. The Board may assign a District employee to provide clerical assistance to the Board. Officers shall be elected by majority vote of the members present and voting.

Vacancy

A vacancy among officers of the Board shall be filled by majority action of the Board.

**Term and Duties**

Board officers shall serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

President

In addition to the duties required by law, the President of the Board shall:

1. Preside at all Board meetings unless unable to attend.
2. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
3. Send, or cause to be sent, notices of Board meetings.
4. Call special meetings of the Board. [See BE]
5. Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
6. Decide all questions of order in accordance with *Robert's Rules of Order, Newly Revised*, as modified by Board policy.
7. Serve as the Board's spokesperson.

Vice President

The Vice President of the Board shall:

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
2. Automatically become President of the Board if a vacancy in that office occurs. The Board will then hold an election for the office of President.
3. Serve as spokesperson for the Board when the President is unavailable.

Secretary

The Secretary of the Board shall:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting.

OFFICERS AND OFFICIALS  
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA  
(LOCAL)

2. Ensure that notices of Board meetings are posted and sent as required by law.
3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.
4. Sign or countersign documents as directed by action of the Board.



## GEORGINA CECILIA PÉREZ

TEXAS STATE BOARD OF EDUCATION

26 October 2020

Governor Greg Abbott  
Texas Capitol  
1100 Congress Ave, 2S.1  
Austin, TX 78701

CC: Commissioner Mike Morath  
Texas Education Agency  
1701 N. Congress Avenue  
Austin, Texas 78701

Dear Governor Abbott:

Earlier this year, you waived administration of the STAAR test for the 2019-20 school year as a result of educational disruptions necessitated by the COVID-19 pandemic. It was clear then that administering high-stakes tests while the majority of students are learning remotely would be logistically challenging, yield questionable data, and carry negative consequences for both students and schools.

When I wrote to you in March to ask that you waive the spring STAAR administration, I pointed out that broadband infrastructure is unavailable across much of State Board of Education District 1. Many communities along the border between Texas and Mexico do not have access to WiFi and lack the digital devices necessary for online learning. This remains unchanged, and many communities have become even more isolated during the pandemic. As cases surge, El Paso is now under a new lockdown, which will further disrupt the learning process.

The potential consequences attached to STAAR outcomes are serious. Student promotion, retention, and graduation is based on test scores. The school accountability system includes interventions and sanctions based on STAAR data. Furthermore, we know the effects of high-stakes testing leading to toxic stress in children. Our students and teachers are already burdened with the stress of adapting to remote instructional models, in addition to the stress of simply trying to survive this pandemic. Administration of high-stakes tests this year would only add to this stress, while jeopardizing students' academic careers and subjecting schools to the threat of sanctions based on unreliable STAAR data.

I applaud you for your reasonable decision to waive the administration of the 2019-20 STAAR assessments. Today our students and teachers face the same – if not greater – challenges, rendering the need for a waiver this year even more critical. **I respectfully ask that you waive administration of the STAAR, TELPAS, and all end-of-course (EOC) assessments for the 2020-21 school year.**

Thank you for your thoughtful consideration and your continued work during this pandemic.

In service,

A handwritten signature in purple ink that reads "Georgina C. Pérez".

Georgina C. Pérez

Texas State Board of Education

***Resolution of the Board of Trustees of the Canutillo Independent School  
District Regarding STAAR Testing, Educator Appraisals, and  
Accountability Ratings During the 2020-21 School Year***

WHEREAS, the future of Texas relies on a high-quality public education system that prepares 5.4 million Texas students for college, university, trade school, careers, jobs, citizenship, and lifelong learning to strengthen Texas’ economic strength within the United States’ economy;

WHEREAS, in March 2020, due to an unprecedented nation-wide public health threat and statewide spread of the Coronavirus (COVID-19), Governor Greg Abbott ordered the temporary closure and cancellation of classroom instruction for all Texas public school districts for the Spring 2020 semester;

WHEREAS, in March 2020, due to an unprecedented nation-wide public health threat and statewide spread of the Coronavirus (COVID-19), the Texas Commissioner of Education cancelled STAAR assessments for the Spring 2020 semester and school districts and campuses will receive an accountability rating of “Not Rated: Declared State of Disaster” for 2020;

WHEREAS, for the 2020-21 school year, Texas public schools are currently providing instruction to Texas students in various and multiple learning environments, including remote learning, blended learning, and in-person instruction;

WHEREAS, 2021 STAAR test results and data will be an unreliable evaluation of students, teachers, administrators, and schools, as traditional learning has been suspended due to COVID-19;

WHEREAS, due to the closures and alternate instructional models used across the state, some districts were unable to complete their teacher appraisal process (T-TESS) or parts of the appraisal process for the 2019–2020 school year and were granted a waiver; and

WHEREAS, the El Paso area is currently the epicenter of the health crisis in this nation based on the increased number of COVID-19 cases by more than 500% in October 2020 and a hospitalization rate of about 50%.

NOW, THEREFORE, BE IT RESOLVED, that the Canutillo Independent School District Board of Trustees strongly urges Governor Greg Abbott, the Texas Education Agency, and the Texas Legislature to:

1. Suspend STAAR testing and the resulting accountability ratings for the 2020-21 school year to allow districts to focus on interventions necessary to recover instructional gaps resulting from school closures caused by COVID-19; and
2. Relieve all districts from the mandate for educator appraisals such as T-TESS.

ADOPTED on the \_\_\_\_\_ day of November 2020 by the Canutillo ISD Board of Trustees.



## OFFICE OF THE SUPERINTENDENT CANUTILLO A Premier District

November 6, 2020

Trustees,

Region 19 can deliver LSG face to face Training on the dates listed below. Mr. Crabill will be cofacilitating these session with Ms. Jaloma. The session will take place from 9:00 am – 6:00 pm at ESC Region 19. Please let me know which session works best for the team.

- February 12 & 13, 2021
- March 5 & 6, 2021
- March 12 & 13, 2021

Please note that COVID guidelines will be followed and this workshop will only take place if it is safe for all participants.

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**Street Address:**  
7965 Artcraft Rd.  
El Paso, TX 79932

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**Mailing Address:**  
P.O. Box 100  
Canutillo, TX 79835

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P: (915) 877-7444  
F: (915) 877-7521  
[canutillo-isd.org](http://canutillo-isd.org)

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.

Regarding	§	Before the Texas Education Agency
Canutillo ISD	§	
INV2018-04-003	§	
INV2018-07-041	§	Commissioner of Education
INV2019-10-055	§	

**AGREED CORRECTIVE ACTION PLAN**

**Complaint Review Background**

Three (3) case files with multiple complaints were combined in this investigation including INV2018-04-003, INV2018-07-041, and INV2019-10-055.

On April 2, 2018, the Texas Education Agency (TEA) received a letter filing a complaint pertaining to INV2018-04-033 alleging that the Board of Trustees of Canutillo ISD (CISD) have displayed poor governance by voting to change previous actions by the Board concerning the choice of site to build a new CTE building. Other complaints dated April 17, 2018, April 20, 2018, August 2, 2018 and August 23, 2018 alleged more poor governance related to the response provided to TEA by the district’s legal counsel and refusal of the district to avail information requested to a trustee, misuse of funds, calling inappropriate special meetings, special interests of three (3) Board members, the Board operating outside their powers, the Board not following board procedures for discussion or contract procurement, and Board members refusing to provide information to a trustee.

On July 16, 2018 another complaint was received pertaining to INV2018-07-041 which alleged that the Board President acted unprofessionally and abused her authority using her position as Board President to threaten a campus teacher with review of her teacher contract due to an issue concerning the Board President’s daughter who was a student in the class of the teacher.

On February 8, 2019, a separate complaint was filed pertaining to INV2019-10-055, alleging that the Board of Trustees had harassed and bullied another Board Member about use of technology and receiving hard copies of the Board agenda instead of accessing it electronically.

TEA’s Special Investigation Unit (SIU) reviewed the complaints, the LEA response provided by CISD and conducted interviews.

Canutillo ISD

INV2018-04-033, INV2018-07-041 & INV2019-10-055

SIU found CISD is not in violation of Tex. Educ. Code §11.051 Governance of Independent School District. Although the Board of Trustees did overturn a previous decision by moving the site of a planned CTE building project, this action was taken legally.

SIU found CISD is not in violation of Tex. Educ. Code §551 Open Meetings. There was no evidence provided in statements or documents to support the allegation that CISD Trustees were meeting separately to deliberate school business.

SIU found CISD is not in violation of Tex. Educ. Code §44 School District Fiscal Management. There was no evidence provided in the statements or documents to support the allegation that district funds were misused or that procedures were not followed pertaining to Contract Procurement.

SIU found CISD is not in violation of Govt. Code: Ch. 171/Ch. 176 Conflict of Interest. There was no evidence provided in the statements or documents to support the allegation of special interests or conflict of interests by Board Members.

SIU found CISD violated Tex. Educ. Code §11.1511 Specific Powers and Duties of the Board. While there is no concrete evidence of systematic harassment or bullying of Board Members by the body corporate, the majority led Board did not always adhere to board operating procedures, board policy, parliamentary procedure and did not abide by its own adopted "Board Member's Creed" honor statement.

The former Board President also violated Tex. Educ. §11.1511 when she repeatedly identified herself as the CISD Board President during a visit to Canutillo Middle school, where her daughter is a student during a parent-teacher meeting on May 21, 2018. The former Board President implied to the teacher that her contract might not be renewed because she was upset about the teacher's interaction with her daughter, who was a student in the teacher's class. This meeting took place on campus and in the presence of the CMS Principal who along with other campus staff members corroborated the allegations in the complaint to TEA during interviews.

### Corrective Actions

In a desire to conclude this matter without further delay and expense, the TEA and CISD agree to resolve this matter by the terms of this Agreed Corrective Action Plan. This Agreed Corrective Action Plan is executed pursuant to the Commissioner of Education's authority to take appropriate action under Tex. Educ. Code Ch. 39A.

NOW, THEREFORE, it is the AGREEMENT of the Texas Education Agency and Canutillo ISD that:

1. Canutillo ISD agrees the CISD Board of Trustees and Superintendent must, schedule, participate in a refresher training in the Lone Star Governance (LSG) Model to include areas of parliamentary procedures by or no later than **June 30, 2020**.
2. Canutillo ISD agrees to provide to TEA a copy of the training completion documentation and record of attendance including signatures for those who attended both trainings no later than **June 30, 2020**.
3. Canutillo ISD agrees to amend the Board Operating Procedures by adopting formal Ethical Standards for School Board Members, to be included in Chapter I, *School Board Member's Creed*, and post the amended Board Operating Procedures online by or no later than **June 30, 2020**.
4. Canutillo ISD agrees to comply with all provisions of the Tex. Educ. Code, and TEA and/or Commissioner of Education rules in the future, or Canutillo ISD will be subjected to further action by the TEA.
5. This Agreement remains in full force and effect until Canutillo ISD fulfills all terms and conditions of the Agreement.
6. Canutillo ISD agrees to fully cooperate with TEA requests for information and/or onsite inspections during the period that this Agreement is in effect.
7. Failure to satisfactorily comply with the terms of this Agreement may subject Canutillo ISD to appropriate TEA Intervention and/or sanction by the Commissioner of Education.
8. Upon approval, the Commissioner of Education and/or TEA's Deputy Commissioner of Governance are authorized to sign this Agreement on behalf of the TEA.

## **Corrective Action Agreements**

By signing this Agreed Corrective Action Plan, Canutillo ISD:

1. Agree(s) with all terms, acknowledge(s) understanding of all terms, and agree(s) that Canutillo ISD will satisfactorily comply with all terms of this Agreed Corrective Action Plan by no later than **June 30, 2020** or be subject to appropriate TEA Intervention by the Commissioner of Education under Tex. Educ. Code Ch. 39A.
2. Agree(s), acknowledges and understands that the Canutillo ISD will be informally monitored for a period of one year from the date of execution of this agreement for continued compliance with all applicable statutes and regulations.
3. Agree(s), acknowledges and understands that the Canutillo ISD may be subject to a special accreditation investigation (SAI), corrective action(s) or sanction(s) for any additional allegations of violations which are substantiated.
4. Waives its right to an informal and/or formal review before the Commissioner, any right to seek removal or modification of the intervention provided for in this Agreement, any right to judicial review of this Agreement, and any other procedural rights that might otherwise apply.

WE, DR. PEDRO GALAVIZ AND MR. SERGIO CORONADO, HAVE READ AND UNDERSTAND THE FOREGOING AGREED CORRECTIVE ACTION PLAN. WE UNDERSTAND THAT BY SIGNING THIS AGREED CORRECTIVE ACTION PLAN, CANUTILLO ISD WAIVES CERTAIN RIGHTS. WE SIGN IT VOLUNTARILY, WILLINGLY, AND KNOWINGLY ON BEHALF OF CANUTILLO ISD. WE UNDERSTAND THERE IS NO OTHER AGREEMENT OF ANY KIND, VERBAL, WRITTEN OR OTHERWISE.

SIGNED this 27 day of Jan, 2020



Dr. Pedro Galaviz

Superintendent of Canutillo ISD

SIGNED this 22<sup>nd</sup> day of January, 2020



Mr. Sergio Coronado

Board President of Canutillo ISD

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
\*Jeff Cottrill

Deputy Commissioner of Governance  
Texas Education Agency

\*Pursuant to TEC §7.055(b)(5), the Commissioner of Education has delegated the authority to the Deputy of Commissioner of Governance to approve the issuance of an Agreed Corrective Action Plan and related investigation activities pursuant to TEC §37.057.



# Facilities Master Plan Update Master Focus & Alignment Plan

Canutillo Independent School District  
Governing Board Work/Study Session  
Tuesday, August 25, 2020



# Canutillo Independent School District Facilities Master Plan Governing Board Work/Study Session



- Facility Master Plan Definitions
- Facility Assessment Preliminary Findings
- Project Development and Pricing
- Capacity and Utilization
- Master Plan Objectives – Land/Buildings/Technology
- Governing Board Work/Study Session Discussion

OVERVIEW



# CANUTILLO A Premier District

## Vision

Canutillo ISD is a premier district preparing tomorrow's best today with innovative, future-focused learning opportunities for every student.

## Mission

Our mission is to create rigorous, student-centered classrooms which develop future-ready students to compete in a global economy and thrive in a multicultural world.

**Core Beliefs** The CISD believes in the following non-negotiable core beliefs

- Culture of Excellence
- High Expectations
- Student Centered
- Accountability
- Transparency

## Key Strategic Area Drivers

**Goal 1** We will optimize a functional, secure, safe, and inviting learning environment with facilities conducive to effective learning.

Indicator

District-wide, equitable facilities plan that addresses the increasing age of school and district campuses/buildings, population growth and indoor environmental quality in order to provide optimal learning and teaching environments



The Facilities Master Plan is a core component of CISD's strategy to grow strategically together with our expanding neighborhoods by proactively anticipating and meeting the needs of our students to ensure every child receives the highest quality education and support as possible.



## Think about these questions as we go through the Presentation

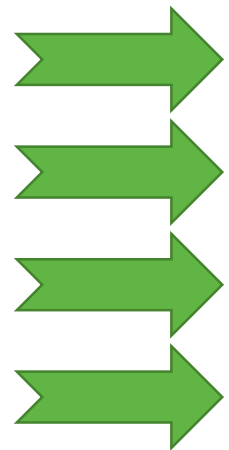
- *What will constitute a Successful Master Planning Process?*
- *What should the Master Plan accomplish?*
- *What is the most important outcome this Process must enable or provide?*
- *What are your issues or concerns?*

Governing  
Board  
Work/Study  
Session





## Master Plan Objectives



- Comprehensive Analysis of Whole System
- Optimize Usage & Efficiency of All Facilities
- Set Strategic, Equitable System-wide Goals
- Community-wide Engagement

# Master Plan Guiding Principles

- Safety & Security** – The safety and security of CISD students and staff is a top priority. The FMP will prioritize safety and security measures at all Facilities
- Academic Fit** – The Physical Facilities must support and enhance teaching and learning to maximize student achievement
- Educational Equity** – Facilities must provide students access to quality programs with Technology Integration through planned renovations and upgrades
- Optimal Utilization** – The target range for functional capacities is 75%-95% utilization based on student enrollment
- Community Input** – CISD will strive to provide opportunities for feedback and input as part of the decision making process
- Communication** – CISD will provide multiple opportunities tailored to community needs for understanding of current and future facility requirements

“Tell me and I forget.  
Teach me and I remember.  
Involve me and I learn.”

# Definitions

**Educational Adequacy** - the degree to which a school's facilities can adequately support the instructional mission and methods. Basically, does the school building adequately support the delivery of the curriculum and instruction in that building.

**Essentials for Academic Achievement** - clean air, good light, quiet, comfortable, safe learning environment, not overcrowded, and sufficient to deliver a rigorous curriculum.

**Building Condition Assessment** - comprehensive evaluation that assesses both current deficiencies and building system life cycles. Evaluates the general health of physical facilities by identifying and prioritizing deficiencies that require correction for long-term use of the campus. Observations are typically organized into civil, architectural, structural, mechanical, electrical, plumbing, and roofing disciplines. At the conclusion of the building assessment, renovation requirements are collected into renovation costs for each campus facility.

**Technology** - presence of infrastructure, data distribution/storage, and equipment within classroom and laboratory settings. This will also include local area network cabling, video distribution systems, electrical outlets, and projection or video display screens.

**Instructional Aids** - presence of necessary equipment within teaching spaces including teacher storage, student storage, writing and tack surfaces, sinks, demonstration tables, and fixed audio/video equipment.

**Relationship of Spaces** - proximity of instructional spaces to support areas like libraries, restrooms, and student dining and recreational areas.

# Definitions

**Deferred Maintenance** - planned work that corrects deficiencies postponed beyond the regular life expectancy of the system/facility.

**Life Cycle Analysis** - looks at the ages of systems in a building to forecast system replacement as it reaches the end of its serviceable life.

**Facility Condition Index (FCI)** - relative scale of the overall condition of a given facility (building) or group of facilities (buildings). The index is derived by dividing the total repair cost, including educational adequacy and site-related repairs, into the total replacement cost for the set of facilities (buildings).

**Building Systems** - include: site, roofing, exterior, structural, interior, A/C & heating, plumbing, electrical, fire and life safety, technology, stairs and elevators, and specialties such as bleachers and auditorium.

**Functional Capacity** - sum of all permanent or temporary classroom space used for student instruction, multiplied by the utilization rate for that school building type (elementary or secondary). This is the capacity of the school building as it is currently being used based on enrolled students and program offerings.

**Fixed Capacity** - sum of all permanent classroom space in a school building, whether it is used for student instruction or not, multiplied by the utilization rate for that school building type (elementary or secondary). Examples of classrooms not used for student instruction include; rooms repurposed for parent/volunteer rooms, teacher reference or planning spaces, offices, and storage.

# Initial Site Inspections

## Canutillo Independent School District

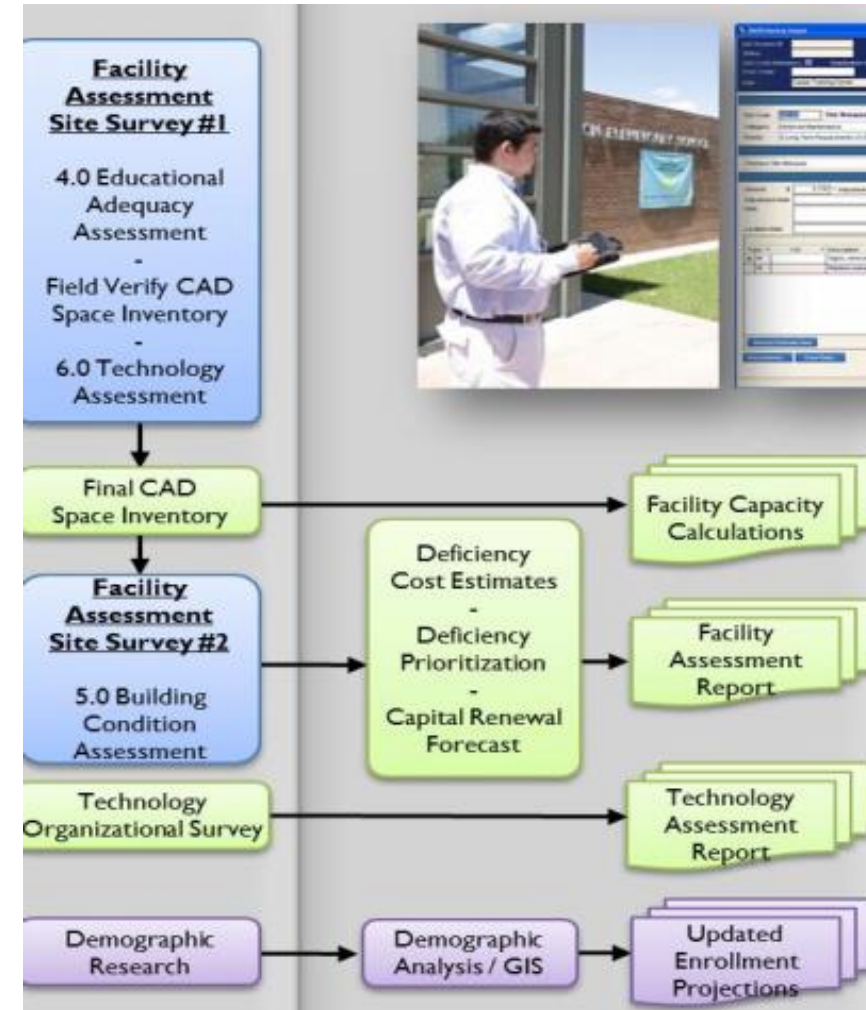
<u>Site</u>	<u>Square Footage</u>	<u>Year Built</u>
Canutillo High School	220,250	2005/2008/2015
NW Early College HS	29,400	2008/2015
Canutillo Middle School	174,695	1974/1982/1984
Alderete Middle School	161,936	1976/2007/2015
Canutillo Elementary	90,637	1998
Davenport Elementary	68,841	1990
Damian Elementary	85,695	1992
Childress Elementary	92,381	1996
Garcia Elementary	75,610	2008
Reyes Elementary	102,097	2015
Central Office	53,800	1978
Lone Star Building	93,960	1943
Facilities & Transportation	16,000	1997

**Facility  
Assessment  
Preliminary  
Findings**

# Initial Site Inspections

- District Facility Records have been reviewed – Maintenance and Asbestos Survey
- Site Survey sent to Principal and Custodial Lead – *Thirteen of Thirteen returned*
- All Facilities have been walked and photographed
- Accessibility and Life-safety standards have been analyzed
- Deferred Maintenance list of projects has been developed
- Plans that CISD did not have electronically have been scanned and CD delivered
- Current Floor Plans and Site Plans have been completed and are being utilized by CISD staff

## Facility Assessment Preliminary Findings



# Initial Site Inspections

## Facility Deficiency Themes Identified

- Parking Lots – Seal Coat/Overlay
- Concrete Dumpster Aprons
- Playfields – Top Soil, Irrigation Systems, Grass/Sod
- Signage – Exterior and Interior
- Marquees – Digital
- Seal Exterior Masonry – clean efflorescence
- H/C Operators on Entry Doors
- Secured Entries at School Reception Lobby
- Doors and Hardware
- Roof Leaks – Coat Single Ply Roofs (Installed 2006-2008)
- Ceiling Tiles – Replace after roofs coated
- Interior Painting
- Water Heaters
- Drinking Fountains – Approximately 40% changed out

**Facility  
Assessment  
Preliminary  
Findings**

# Initial Site Inspections

## Facility Deficiency Themes Identified

- Some Facilities have outdated electrical panels – Federal Pacific
- VCT Flooring – Remove and polish concrete
  - NW Early College HS – Major Issue (Repair subfloors and install LVT)
- Carpet – Replace
- Some Aging HVAC – Approximately 20%
- Aging Boilers
- Lighting Upgrade – LED
- Elementary Classroom Cubbies – Only 2 schools have
- Whiteboards – Change out current chalkboards
- Electrical/Transformer Rooms vented

\*\*Each Campus has site specific items

\*\*\***Lone Star Building – Future Use (Needs Major Renovation)**

Facility  
Assessment  
Preliminary  
Findings



# Initial Site Inspections

## Excess Property and Buildings

- ✓ Damian Elementary
- ✓ Garcia Elementary
- ✓ Canutillo MS (2) SW Metal Buildings
- ✓ Childress Elementary/Transportation

Damian Elem



Garcia Elem



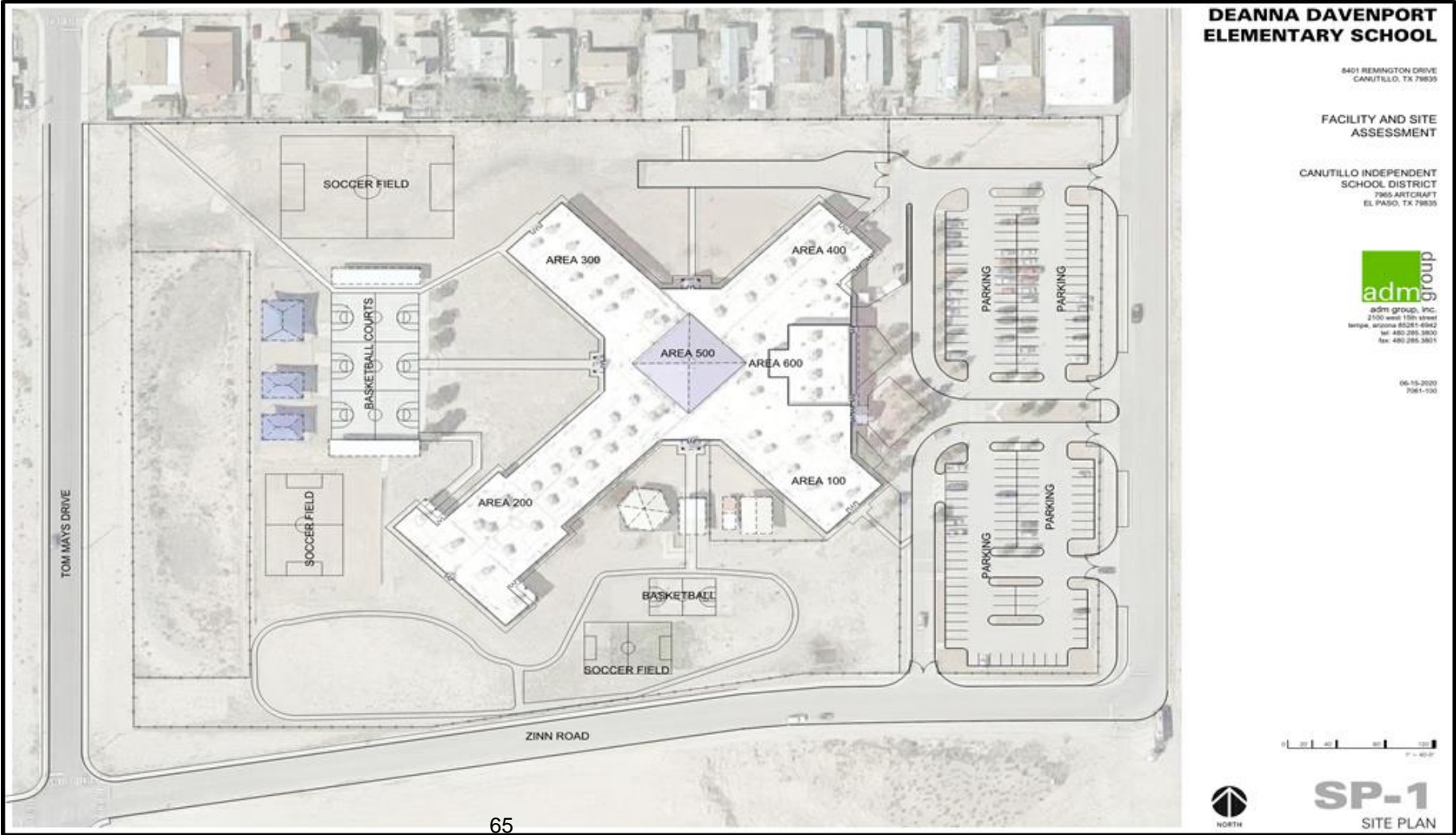
Canutillo MS



Childress Elem/Transp

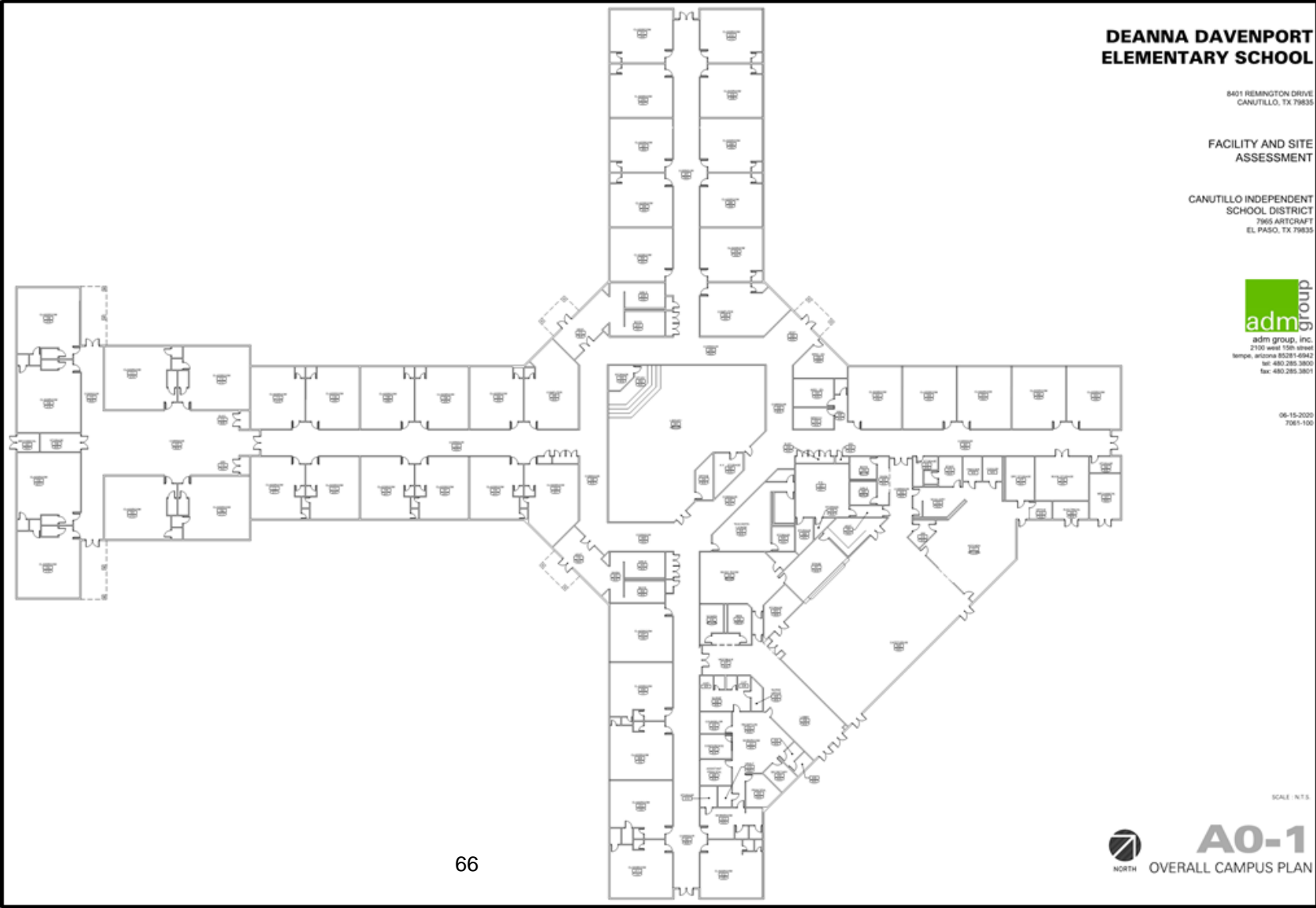
# Master Plan Process

Campus Site  
Plans and  
Floor Plans



# Master Plan Process

Campus Site  
Plans and  
Floor Plans



# Master Plan Process

- Detailed description of building and structural systems developed
- Description of recommended corrective actions developed
- Deferred maintenance list for each campus with current costs refined and priced - RS Means Cost Data adjusted for the El Paso area.

Alderete Middle School													
Category	Building/Area	Room	Request Description	Justification Code	Year Work Needed	Required Work	Units	Unit Measure	Unit Cost	Total Estimated Cost	Need Priority	Expected Life	Year Installed
Site Improvements			Existing Sidewalk Is Cracked And Poses A Hazard To Accessibility	Code Compliance	2020	Repair cracked sidewalks	1875	LF	\$63.53	\$119,118.75	2		
	Parking Lot		Asphalt Paving Requires Restriping - Car Accessible Parking Spaces Are Not Properly Striped	Code Compliance	2020	Re-stripe parking lot	4650	SF	\$0.55	\$2,557.50	3		
	Parking Lot		Asphalt Paving Requires Restriping - Van Accessible Parking Spaces Are Not Properly Striped	Code Compliance	2020	Re-stripe parking lot	2000	SF	\$0.55	\$1,100.00	3		
	Main parking lot		Parking lot has deteriorated - including drives	Repair		Replace Asphalt Paving in Parking Lot & Drives	49500	SF	\$5.57	\$275,715.00	4		
	Site		Site Drainage Requires Regrading	Repair		Re-grade 8,400 sq ft on east side to improve drainage/runoff flow	8400	SF	\$0.73	\$6,132.00	4		
	Parking Lot - Drives		Bollards Are Damaged And Require Replacement	Repair		Replace damaged Bollards	11	Each	\$1,640.84	\$18,049.24	5		
	Site		School site lacks appropriate lighting	Safety/Security		Provide additional site lighting	36	Each	\$5,230.12	\$188,284.32	2		
	Site		Pole Lighting Is Missing - Deferred Bond Project	Safety/Security		Provide additional Pole Lighting	13	Each	\$11,789.47	\$153,263.11	2		
	Dumpster Ramp		Install Exterior Dumpster Ramp	Upgrade	2020	Provide Dumpster Ramps	1	Lot	\$5,589.66	\$5,589.66	4		
	Parking Lot Pavement		Asphalt Paving reaching the end of its useful life	Life Cycle		Pulverize and Overlay Asphalt Paving	59400	SF	\$6.46	\$383,724.00		25	1978
	Pedestrian Access		Sidewalks - Concrete	Life Cycle		Repair/Replace aged and heaving Sidewalks	7500	SF	\$14.30	\$107,250.00		45	1978
										\$1,260,783.58			
Site Utilities			The domestic water line is failing - CISD identified deficiency	Repair		Replace Domestic Water line from building to city main	500	LF	\$ 51.00	\$25,500.00	2		
	Site		The Sanitary Sewer pipe is failing - CISD identified deficiency	Repair		Replace the sanitary sewer pipe from the building to the city main	500	LF	\$98.09	\$49,045.00	2		
	Building: 01 - Main Building	Lab	Classroom lacks shut-off valves for utilities	Code Compliance		Provide shut-off valves for utilities	1	Lot	\$2,806.04	\$2,806.04	2		
										\$77,351.04			
Foundation/Substruct.													
ADA Compliance			Handrails In The Stair Area Are Not ADA Compliant	Code Compliance		Provide ADA Compliant Handrail to Conference Room	18	LF	\$123.18	\$2,217.24	4		
	Building: 01 - Main Building	Faculty RR	Restroom is Not ADA Compliant - CISD Deferred Bond Project	Code Compliance		Renovation, New faculty restroom for ADA Compliance	1	Lot	\$140,641.84	\$140,641.84	3		
										\$142,859.08			

Project Development and Pricing

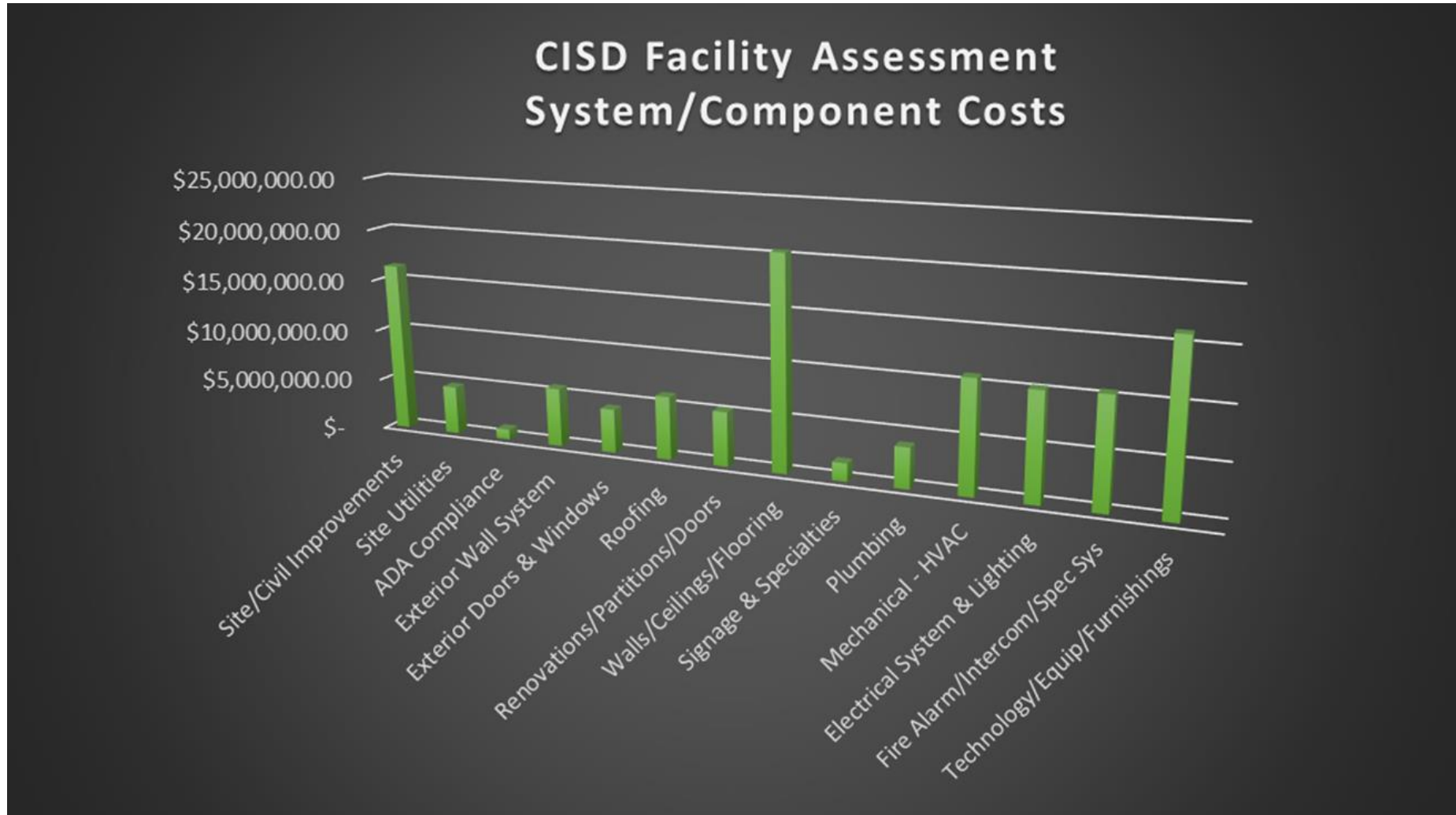
# Project Development and Pricing

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement				Total Project Cost (in dollars)	See ADM Site Inspection Report
Facility/Site	System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)			
<b>Davenport Elementary School</b>							
Campus #	102	Site/Civil Improvements	\$ 556,908.10	\$ 111,381.62	\$ 66,828.97	\$ 735,118.69	
District	Canutillo ISD	Site Utilities	\$ 926,902.66	\$ 185,380.53	\$ 111,228.32	\$ 1,223,511.51	
Gross Square Footage	68,841	ADA Compliance	\$ 10,007.75	\$ 2,001.55	\$ 1,200.93	\$ 13,210.23	
Number of Stories	1	Exterior Wall System	\$ 178,443.75	\$ 35,688.75	\$ 21,413.25	\$ 235,545.75	
Building or Facility Use	K - 5th Grade	Exterior Doors & Windows	\$ 79,632.00	\$ 15,926.40	\$ 9,555.84	\$ 105,114.24	
Replacement Value	\$14,706,503	Roofing	\$ 201,446.23	\$ 40,289.25	\$ 24,173.55	\$ 265,909.02	
NOTES	Original Campus built in 1990 (68,841 SF)	Renovations/Partitions/Doors	\$ 2,806.00	\$ 561.20	\$ 336.72	\$ 3,703.92	
		Walls/Ceilings/Flooring	\$ 953,793.44	\$ 190,758.69	\$ 114,455.21	\$ 1,259,007.34	
		Signage & Specialties	\$ 87,963.26	\$ 17,592.65	\$ 10,555.59	\$ 116,111.50	
		Plumbing	\$ 278,670.25	\$ 55,734.05	\$ 33,440.43	\$ 367,844.73	
		Mechanical - HVAC	\$ 164,057.76	\$ 32,811.55	\$ 19,686.93	\$ 216,556.24	
		Electrical System & Lighting	\$ 434,282.61	\$ 86,856.52	\$ 52,113.91	\$ 573,253.05	
	Fire Alarm/Intercom/Spec Sys	\$ 796,895.66	\$ 159,379.13	\$ 95,627.48	\$ 1,051,902.27		
	Technology/Equip/Furnishings	\$ 783,794.97	\$ 156,758.99	\$ 94,055.40	\$ 1,034,609.36		
Totals		68	\$ 5,455,604.44	\$ 1,091,120.89	\$ 654,672.53	\$ 7,201,397.86	

# Project Development and Pricing

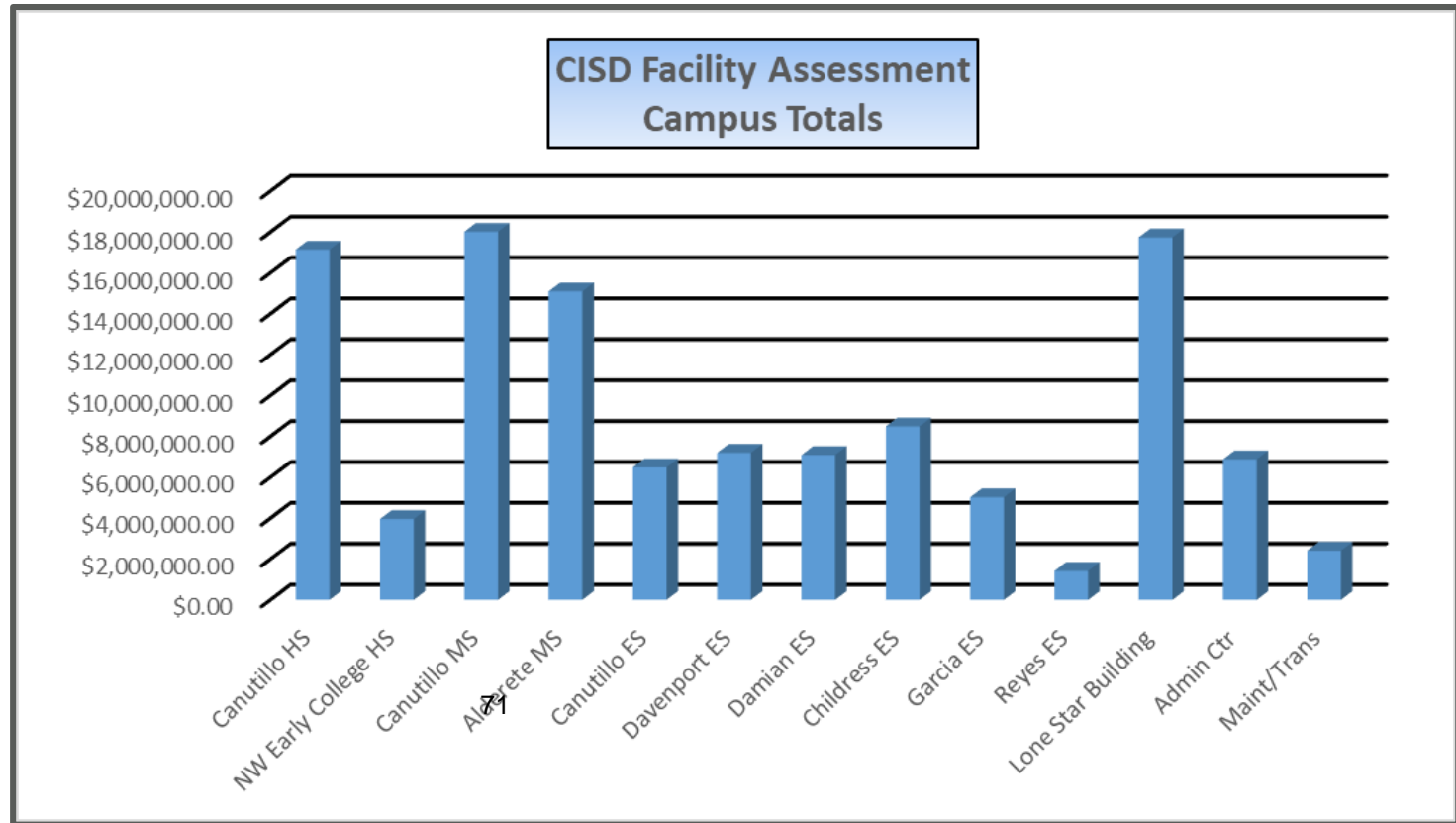
<b>Canutillo ISD - Facility Condition Assessment</b>				
Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement				
<b>System</b>	<b>Total Costs by System (in dollars)</b>	<b>Soft Costs (20%)</b>	<b>Contingency (10%)</b>	<b>Total Project Cost (in dollars)</b>
<b>Site/Civil Improvements</b>	\$ 12,381,149.35	\$ 2,476,229.87	\$ 1,485,737.92	\$ 16,343,117.14
<b>Site Utilities</b>	\$ 3,540,331.85	\$ 708,066.37	\$ 424,839.82	\$ 4,673,238.04
<b>ADA Compliance</b>	\$ 740,125.78	\$ 148,025.16	\$ 88,815.09	\$ 976,966.03
<b>Exterior Wall System</b>	\$ 4,296,721.15	\$ 859,344.23	\$ 515,606.54	\$ 5,671,671.92
<b>Exterior Doors &amp; Windows</b>	\$ 3,215,273.54	\$ 643,054.71	\$ 385,832.82	\$ 4,244,161.07
<b>Roofing</b>	\$ 4,608,479.11	\$ 921,695.82	\$ 553,017.49	\$ 6,083,192.43
<b>Renovations/Partitions/Doors</b>	\$ 3,976,538.96	\$ 795,307.79	\$ 477,184.68	\$ 5,249,031.43
<b>Walls/Ceilings/Flooring</b>	\$ 15,458,812.52	\$ 3,091,762.50	\$ 1,855,057.50	\$ 20,405,632.53
<b>Signage &amp; Specialties</b>	\$ 1,303,102.18	\$ 260,620.44	\$ 156,372.26	\$ 1,720,094.88
<b>Plumbing</b>	\$ 2,947,923.74	\$ 589,584.75	\$ 353,750.85	\$ 3,891,259.34
<b>Mechanical - HVAC</b>	\$ 8,164,791.54	\$ 1,632,958.31	\$ 979,774.98	\$ 10,777,524.83
<b>Electrical System &amp; Lighting</b>	\$ 7,794,996.60	\$ 1,558,999.32	\$ 935,399.59	\$ 10,289,395.51
<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 7,961,860.55	\$ 1,592,372.11	\$ 955,423.27	\$ 10,509,655.93
<b>Technology/Equip/Furnishings</b>	\$ 12,199,188.35	\$ 2,439,837.67	\$ 1,463,902.60	\$ 16,102,928.62
	69			<b>\$ 116,937,869.69</b>

# Project Development and Pricing

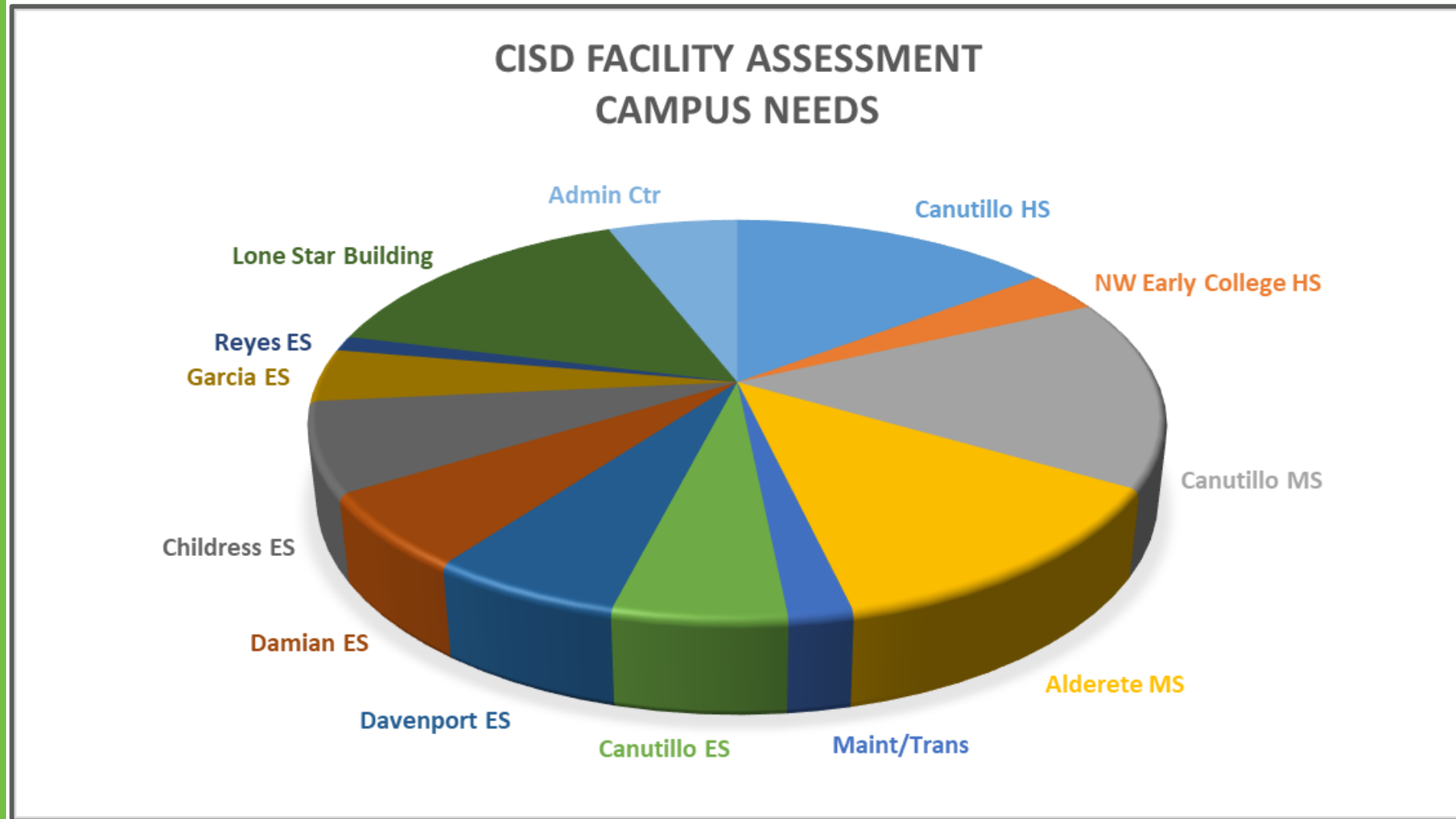


# Project Development and Pricing

Canutillo HS	\$17,138,919.38
NW Early College HS	\$3,959,246.15
Canutillo MS	\$18,014,454.66
Alderete MS	\$15,096,568.33
Canutillo ES	\$6,483,534.33
Davenport ES	\$7,201,397.86
Damian ES	\$7,088,758.82
Childress ES	\$8,490,703.82
Garcia ES	\$5,022,818.04
Reyes ES	\$1,416,663.96
Lone Star Building	\$17,737,729.53
Admin Ctr	\$6,875,937.33
Maint/Trans	\$2,411,137.49
<b>Total</b>	<b>\$116,937,869.70</b>

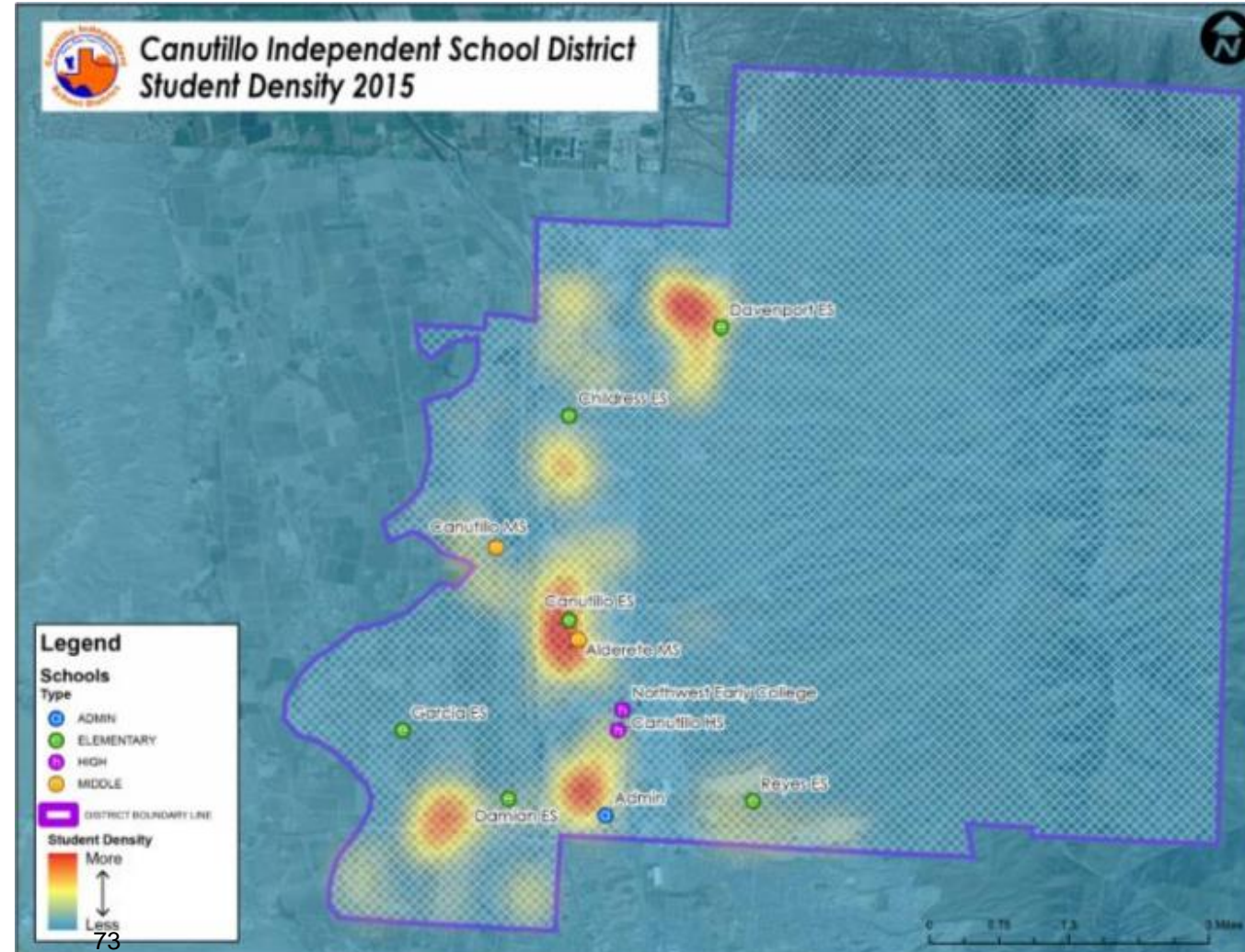


Project  
Development  
and Pricing



# Local Demographics

CISD has concentrated pockets of students among significant open space



Capacity and  
Utilization

# Capacity vs Enrollment

**CANUTILLO INDEPENDENT SCHOOL DISTRICT  
Capacity/Utilization**

5/12/2020

Campus	Calculated Capacity	March 2020 Enrollment	Utilization
Canutillo HS	1,550	1521	98.2%
NW Early College HS	338	342	101.20%
<b>High School Total</b>	<b>1,888</b>	<b>1863</b>	<b>98.68%</b>
Alderete MS	1,160	700	60.34%
Canutillo MS	1,019	703	68.99%
<b>Middle School Total</b>	<b>2,179</b>	<b>1403</b>	<b>64.39%</b>
Canutillo Elem	812	565	69.58%
Childress Elem	875	435	49.71%
Damian Elem	755	586	77.62%
Davenport Elem	651	316	48.54%
Garcia Elem	683	506	74.08%
Reyes Elem	553	585	105.79%
<b>Elementary School Total</b>	<b>4329</b>	<b>2993</b>	<b>69.14%</b>
<b>DISTRICT TOTAL</b>	<b>8396</b>	<b>6259</b>	<b>74.55%</b>

Classroom Capacity Scheduling Factor

ES – 95%

MS – 85%

HS – 75%

74

Classroom Student Stations

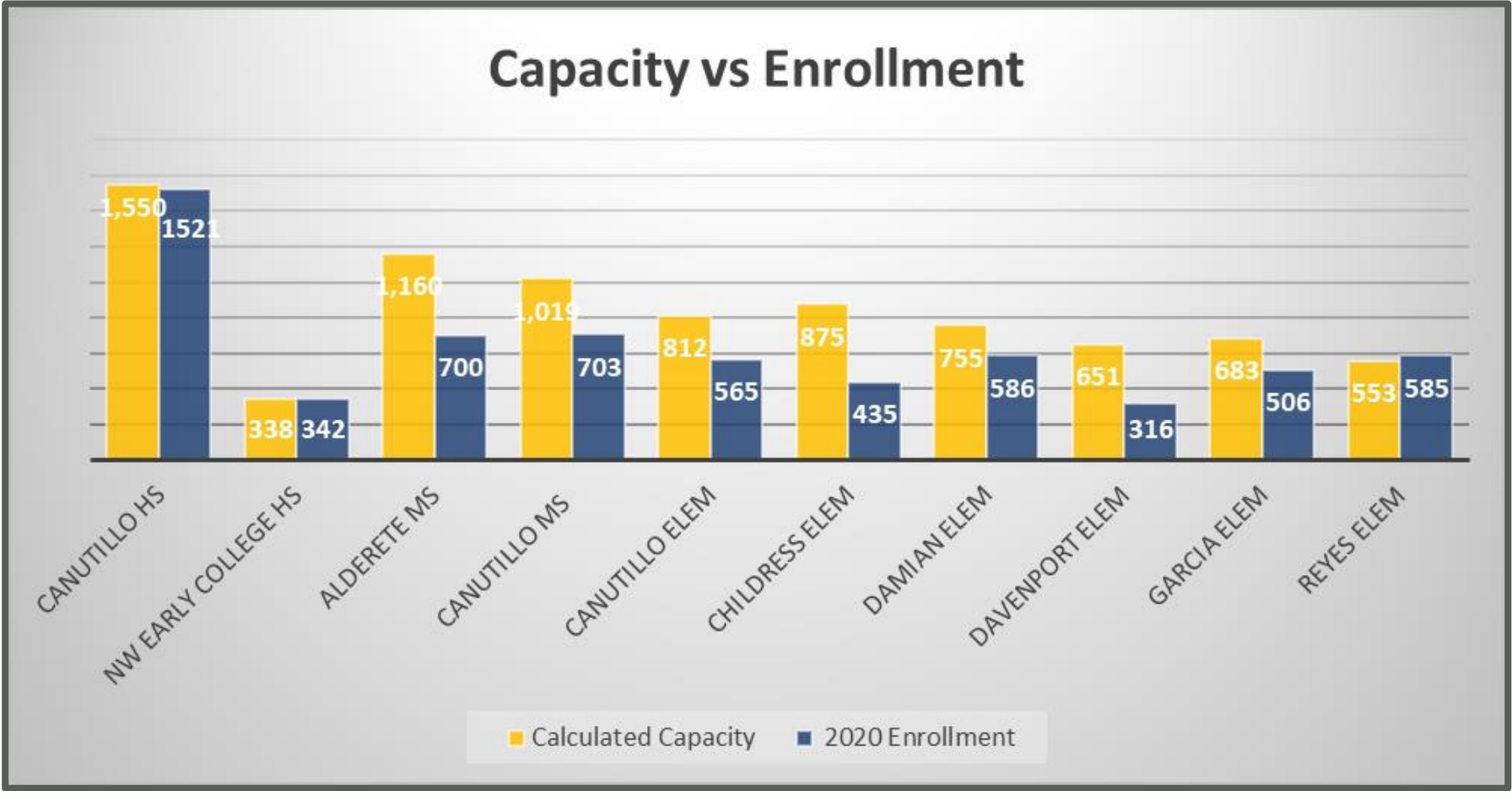
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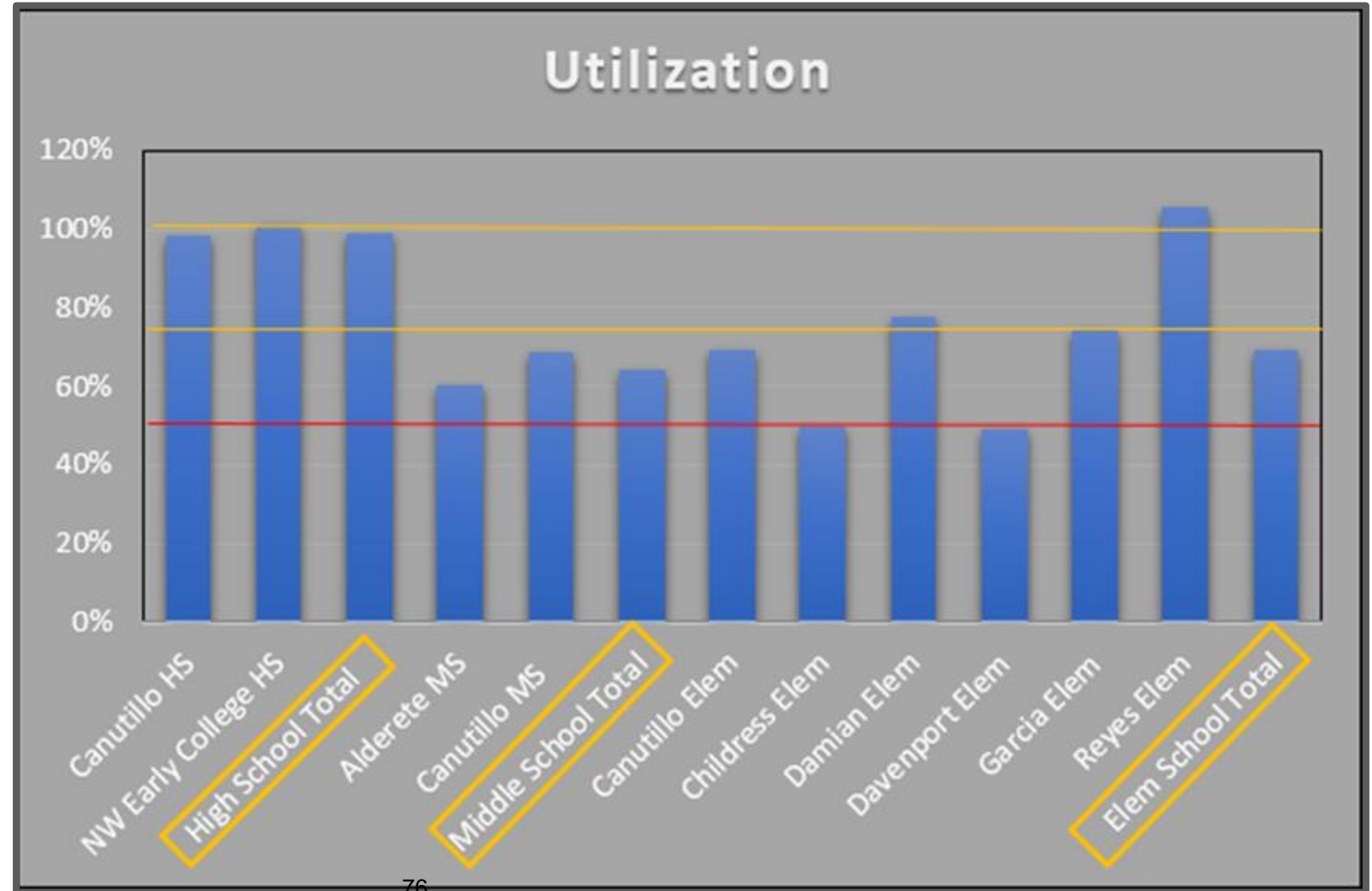
Capacity and  
Utilization

# Capacity vs Enrollment



Capacity and Utilization

# Facility Utilization



# Enrollment Trend

**CANUTILLO INDEPENDENT SCHOOL DISTRICT  
Enrollment Trend**

Campus	March 2020 Enrollment	Cooperative Strategies Projection - 5/30/17 For FY 2020
Canutillo HS	1521	1489
NW Early College HS	342	323
<b>High School Total</b>	<b>1863</b>	<b>1812</b>
Alderete MS	700	851
Canutillo MS	703	496
<b>Middle School Total</b>	<b>1403</b>	<b>1347</b>
Canutillo Elem	565	527
Childress Elem	435	465
Damian Elem	586	470
Davenport Elem	316	377
Garcia Elem	506	432
Reyes Elem	585	670
<b>Elementary School Total</b>	<b>2993</b>	<b>2941</b>
<b>DISTRICT TOTAL</b>	<b>6259</b>	<b>6100</b>

**Capacity and  
Utilization**

## A Comprehensive Assessment of every School Campus and Support Facility to develop a data-driven, Long-range Facility Master Plan

- Update gross and new square footage of each facility.
- Detailed description of building and structural systems.
  - Bring all facilities up to current accessibility and life-safety standards.
  - Description of recommended corrective actions
- Status of compliance with Federal and State accessibility laws.
- Deferred maintenance list for each campus with current costs
  - RS Means Cost Data adjusted for the El Paso area.
- Detailed narrative of the physical evaluation of each facility supplemented with color photographs.
- Digitization of existing buildings in BIM format.
- Recommendations for “right-sizing” existing facilities based on review of capacity/ size, location, enrollment, logistics, roadways, surrounding campuses, academic programs, transportation routes, cost savings, and personnel.

Deliverables



# Governing Board Discussion

Think about these questions as we discuss some specific areas

- *What will constitute a Successful Master Planning Process?*
- *What should the Master Plan accomplish?*
- *What is the most important outcome this Process must enable or provide?*
- *What are your issues or concerns?*

Governing  
Board  
Work/Study  
Session



# Governing Board Discussion

- **Facility Assessment Preliminary Findings**
  - Based on the Master Plan's Goals...
    - What should we Modify or Expand?
    - What should we Add?
    - What should we Delete?
- **Land**
  - Damian Elem
  - Garcia Elem
  - Reyes Elem (Open land)
  - Vacant Property around Childress Elem & Facilities/Transportation
- **Future Facilities Needs**
  - Canutillo HS – New CTE Center of Excellence
  - New Elementary School – Proximity to Abundant Living Faith Center West Area
  - Alderete Middle School – Rebuild Old Campus Building and Entry
  - Permanent Early College High School Classroom Buildings
  - Canutillo MS (2) Metal Buildings: Storage/Warehouse/Surplus - Demo?
  - Canutillo MS (2) Masonry Buildings: Security and Bio Tech/Med Program for Ag
  - Lone Star Building: Clinic/Community Programs/SPED/Two-story/(2) Cottages

**\*\*Any other Needs<sup>80</sup> Board Members see and is there a Priority?\***

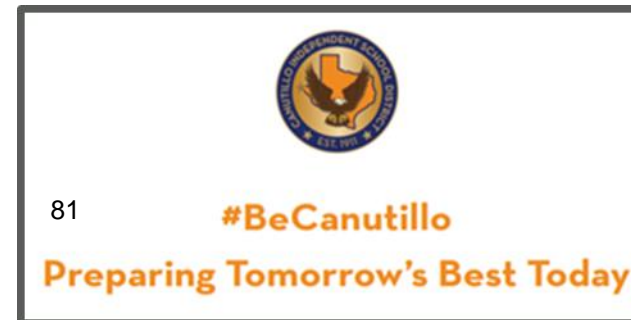
**Governing  
Board  
Work/Study  
Session**

# Governing Board Discussion

## Let's Recap on these questions:

- *What will constitute a Successful Master Planning Process?*
- *What should the Master Plan accomplish?*
- *What is the most important outcome this Process must enable or provide?*
- *What are your issues or concerns?*  
*(Individual Calls will be made to each Gov Board Member after this Session)*

Governing  
Board  
Work/Study  
Session



# Moving Forward

## Master Plan Goals

- ❖ *Create Flexible, Innovative, and Long-lasting Educational Spaces*
- ❖ *Strengthen the Community through Quality Schools*
- ❖ *Optimize Operational Efficiency*

- **Review Governing Board Input**
- **Review Current Plan Status and Revise per Governing Board Input**
- **Prepare for Community Conversations – If Possible (Covid Restrictions)**
- **Conduct Community Conversations or Email Survey**
  - **Assessment Findings**
  - **Capacity & Utilization**
  - **Recommended Options**
  - **Community Feedback and Input**
- **Develop Master Plan for Review and Approval**

**Next Steps**



# Thank You





# Facilities Master Plan Update

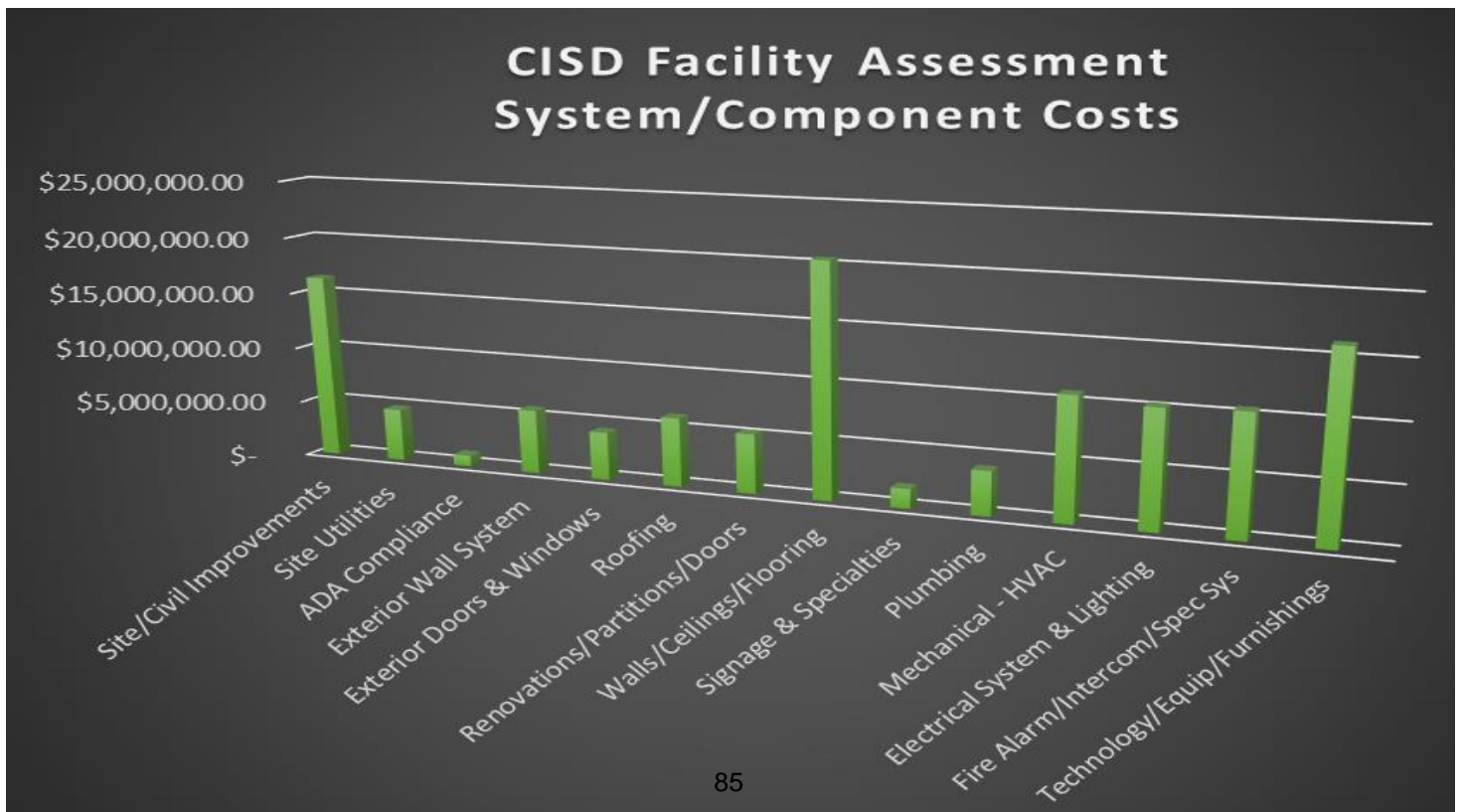
## Campus Costs Summaries

Canutillo Independent School District  
Governing Board Work/Study Session

Tuesday, August 25, 2020



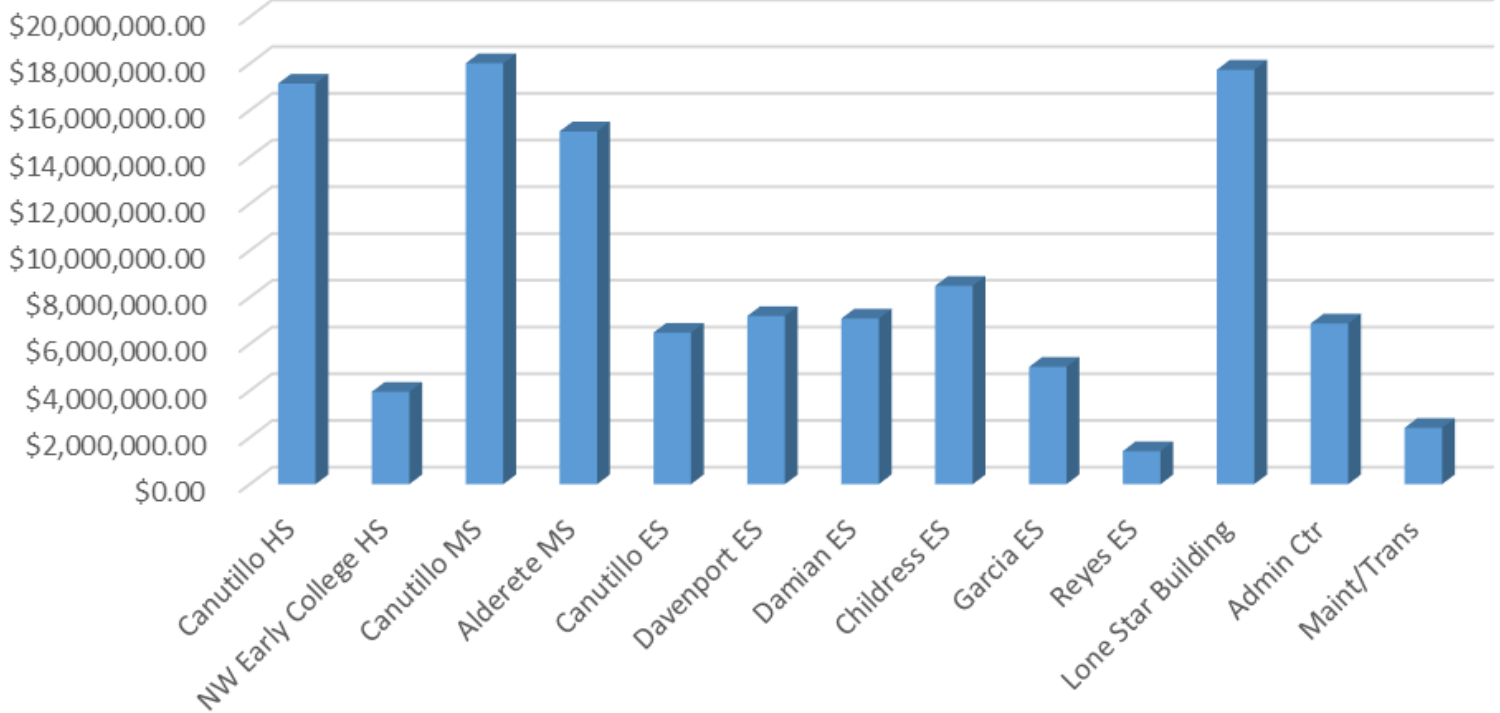
<b>Canutillo ISD - Facility Condition Assessment</b>				
Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement				
<b>System</b>	<b>Total Costs by System (in dollars)</b>	<b>Soft Costs (20%)</b>	<b>Contingency (10%)</b>	<b>Total Project Cost (in dollars)</b>
<b>Site/Civil Improvements</b>	\$ 12,381,149.35	\$ 2,476,229.87	\$ 1,485,737.92	\$ 16,343,117.14
<b>Site Utilities</b>	\$ 3,540,331.85	\$ 708,066.37	\$ 424,839.82	\$ 4,673,238.04
<b>ADA Compliance</b>	\$ 740,125.78	\$ 148,025.16	\$ 88,815.09	\$ 976,966.03
<b>Exterior Wall System</b>	\$ 4,296,721.15	\$ 859,344.23	\$ 515,606.54	\$ 5,671,671.92
<b>Exterior Doors &amp; Windows</b>	\$ 3,215,273.54	\$ 643,054.71	\$ 385,832.82	\$ 4,244,161.07
<b>Roofing</b>	\$ 4,608,479.11	\$ 921,695.82	\$ 553,017.49	\$ 6,083,192.43
<b>Renovations/Partitions/Doors</b>	\$ 3,976,538.96	\$ 795,307.79	\$ 477,184.68	\$ 5,249,031.43
<b>Walls/Ceilings/Flooring</b>	\$ 15,458,812.52	\$ 3,091,762.50	\$ 1,855,057.50	\$ 20,405,632.53
<b>Signage &amp; Specialties</b>	\$ 1,303,102.18	\$ 260,620.44	\$ 156,372.26	\$ 1,720,094.88
<b>Plumbing</b>	\$ 2,947,923.74	\$ 589,584.75	\$ 353,750.85	\$ 3,891,259.34
<b>Mechanical - HVAC</b>	\$ 8,164,791.54	\$ 1,632,958.31	\$ 979,774.98	\$ 10,777,524.83
<b>Electrical System &amp; Lighting</b>	\$ 7,794,996.60	\$ 1,558,999.32	\$ 935,399.59	\$ 10,289,395.51
<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 7,961,860.55	\$ 1,592,372.11	\$ 955,423.27	\$ 10,509,655.93
<b>Technology/Equip/Furnishings</b>	\$ 12,199,188.35	\$ 2,439,837.67	\$ 1,463,902.60	\$ 16,102,928.62
				<b>\$ 116,937,869.69</b>



## Facility Assessment – Campus Totals

Canutillo HS	\$17,138,919.38
NW Early College HS	\$3,959,246.15
Canutillo MS	\$18,014,454.66
Alderete MS	\$15,096,568.33
Canutillo ES	\$6,483,534.33
Davenport ES	\$7,201,397.86
Damian ES	\$7,088,758.82
Childress ES	\$8,490,703.82
Garcia ES	\$5,022,818.04
Reyes ES	\$1,416,663.96
Lone Star Building	\$17,737,729.53
Admin Ctr	\$6,875,937.33
Maint/Trans	<u>\$2,411,137.49</u>
<b>Total</b>	<b>\$116,937,869.70</b>

### CISD Facility Assessment Campus Totals



CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement					See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)	
<b>Canutillo High School</b>							
Campus #	1	<b>Site/Civil Improvements</b>	\$ 2,882,318.24	\$ 576,463.65	\$ 345,878.19	\$ 3,804,660.08	
District	Canutillo ISD	<b>Site Utilities</b>	\$ 17,806.05	\$ 3,561.21	\$ 2,136.73	\$ 23,503.99	
Gross Square Footage	220,250	<b>ADA Compliance</b>	\$ 1,588.25	\$ 317.65	\$ 190.59	\$ 2,096.49	
Number of Stories	2	<b>Exterior Wall System</b>	\$ 171,323.00	\$ 34,264.60	\$ 20,558.76	\$ 226,146.36	
Building or Facility Use	9th - 12th Grade	<b>Exterior Doors &amp; Windows</b>	\$ 358,883.92	\$ 71,776.78	\$ 43,066.07	\$ 473,726.77	
Replacement Value	\$63,211,750	<b>Roofing</b>	\$ 331,963.53	\$ 66,392.71	\$ 39,835.62	\$ 438,191.86	
NOTES		<b>Renovations/Partitions/Doors</b>	\$ 8,400.00	\$ 1,680.00	\$ 1,008.00	\$ 11,088.00	
Original Campus built in 2005		<b>Walls/Ceilings/Flooring</b>	\$ 1,459,683.07	\$ 291,936.61	\$ 175,161.97	\$ 1,926,781.65	
Main Bldg (180,340 SF)		<b>Signage &amp; Specialties</b>	\$ 98,184.46	\$ 19,636.89	\$ 11,782.14	\$ 129,603.49	
Ag Bldg #1 (10,585 SF)		<b>Plumbing</b>	\$ 469,086.61	\$ 93,817.32	\$ 56,290.39	\$ 619,194.33	
Ag Bldg #2 (4,965 SF)		<b>Mechanical - HVAC</b>	\$ 3,279,703.00	\$ 655,940.60	\$ 393,564.36	\$ 4,329,207.96	
Press Box (2,875 SF)		<b>Electrical System &amp; Lighting</b>	\$ 1,001,844.26	\$ 200,368.85	\$ 120,221.31	\$ 1,322,434.42	
Ticket Booth (120 SF)		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 1,221,785.96	\$ 244,357.19	\$ 146,614.32	\$ 1,612,757.47	
Field House built 2008 (9,365 SF)		<b>Technology/Equip/Furnishings</b>	\$ 1,681,459.48	\$ 336,291.90	\$ 201,775.14	\$ 2,219,526.51	
Auxiliary Gym built 2015 (12,000 SF)							
		Totals	\$ 12,984,029.83	\$ 2,596,805.97	\$ 1,558,083.58	\$ 17,138,919.38	

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement							See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)			
<b>NW Early College High School</b>									
Campus #	3	<b>Site/Civil Improvements</b>	\$ 81,142.62	\$ 16,228.52	\$ 9,737.11	\$ 107,108.26			
District	Canutillo ISD	<b>Site Utilities</b>	\$ 2,806.04	\$ 561.21	\$ 336.72	\$ 3,703.97			
Gross Square Footage	35,622	<b>ADA Compliance</b>	\$ 26,686.05	\$ 5,337.21	\$ 3,202.33	\$ 35,225.59			
Number of Stories	1	<b>Exterior Wall System/Substruc</b>	\$ 161,668.04	\$ 32,333.61	\$ 19,400.16	\$ 213,401.81			
Building or Facility Use	9th - 12th Grade	<b>Exterior Doors &amp; Windows</b>	\$ 239,786.56	\$ 47,957.31	\$ 28,774.39	\$ 316,518.26			
Replacement Value	\$8,902,650	<b>Roofing</b>	\$ 101,348.50	\$ 20,269.70	\$ 12,161.82	\$ 133,780.02			
NOTES		<b>Renovations/Partitions/Doors</b>	\$ -	\$ -	\$ -	\$ -			
Original Campus built in 2008 28 Modular Bldgs (28,200 SF) New Cafeteria/MPR built 2015 (7422 SF)		<b>Walls/Ceilings/Flooring</b>	\$ 596,913.00	\$ 119,382.60	\$ 71,629.56	\$ 787,925.16			
		<b>Signage &amp; Specialties</b>	\$ 6,491.04	\$ 1,298.21	\$ 778.92	\$ 8,568.17			
		<b>Plumbing</b>	\$ 59,564.03	\$ 11,912.81	\$ 7,147.68	\$ 78,624.52			
		<b>Mechanical - HVAC</b>	\$ 789,441.24	\$ 157,888.25	\$ 94,732.95	\$ 1,042,062.44			
		<b>Electrical System &amp; Lighting</b>	\$ 226,919.66	\$ 45,383.93	\$ 27,230.36	\$ 299,533.95			
		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 376,541.22	\$ 75,308.24	\$ 45,184.95	\$ 497,034.41			
		<b>Technology/Equip/Furnishings</b>	\$ 330,120.90	\$ 66,024.18	\$ 39,614.51	\$ 435,759.59			
		Totals	\$ 2,999,428.90	\$ 599,885.78	\$ 359,931.47	\$ 3,959,246.15			

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement							See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)			
<b>Canutillo Middle School</b>									
Campus #	41	Site/Civil Improvements	\$ 2,250,307.34	\$ 450,061.47	\$ 270,036.88	\$ 2,970,405.69			
District	Canutillo ISD	Site Utilities	\$ 318,222.06	\$ 63,644.41	\$ 38,186.65	\$ 420,053.12			
Gross Square Footage	174,695	ADA Compliance	\$ 54,415.98	\$ 10,883.20	\$ 6,529.92	\$ 71,829.09			
Number of Stories	2	Exterior Wall System	\$ 1,081,122.20	\$ 216,224.44	\$ 129,734.66	\$ 1,427,081.30			
Building or Facility Use	6th - 8th Grade	Exterior Doors & Windows	\$ 450,528.24	\$ 90,105.65	\$ 54,063.39	\$ 594,697.28			
Replacement Value	\$43,659,774	Roofing	\$ 565,411.16	\$ 113,082.23	\$ 67,849.34	\$ 746,342.73			
		Renovations/Partitions/Doors	\$ 147,730.91	\$ 29,546.18	\$ 17,727.71	\$ 195,004.80			
		Walls/Ceilings/Flooring	\$ 2,821,608.29	\$ 564,321.66	\$ 338,592.99	\$ 3,724,522.94			
		Signage & Specialties	\$ 314,578.50	\$ 62,915.70	\$ 37,749.42	\$ 415,243.62			
		Plumbing	\$ 297,502.80	\$ 59,500.56	\$ 35,700.34	\$ 392,703.70			
		Mechanical - HVAC	\$ 1,290,505.89	\$ 258,101.18	\$ 154,860.71	\$ 1,703,467.77			
		Electrical System & Lighting	\$ 1,071,866.11	\$ 214,373.22	\$ 128,623.93	\$ 1,414,863.27			
		Fire Alarm/Intercom/Spec Sys	\$ 977,865.00	\$ 195,573.00	\$ 117,343.80	\$ 1,290,781.80			
		Technology/Equip/Furnishings	\$ 2,005,649.66	\$ 401,129.93	\$ 240,677.96	\$ 2,647,457.55			
		Totals	\$ 13,647,314.14	\$ 2,729,462.83	\$ 1,637,677.70	\$ 18,014,454.66			

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement					See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)	
<b>Alderete Middle School</b>							
Campus #	42	<b>Site/Civil Improvements</b>	\$ 1,812,503.28	\$ 362,500.66	\$ 217,500.39	\$ 2,392,504.33	
District	Canutillo ISD	<b>Site Utilities</b>	\$ 77,351.04	\$ 15,470.21	\$ 9,282.12	\$ 102,103.37	
Gross Square Footage	161,936	<b>ADA Compliance</b>	\$ 157,859.08	\$ 31,571.82	\$ 18,943.09	\$ 208,373.99	
Number of Stories	1	<b>Exterior Wall System</b>	\$ 298,579.30	\$ 59,715.86	\$ 35,829.52	\$ 394,124.68	
Building or Facility Use	6th - 8th Grade	<b>Exterior Doors &amp; Windows</b>	\$ 325,802.08	\$ 65,160.42	\$ 39,096.25	\$ 430,058.75	
Replacement Value	\$40,469,749	<b>Roofing</b>	\$ 229,873.83	\$ 45,974.77	\$ 27,584.86	\$ 303,433.46	
NOTES		<b>Renovations/Partitions/Doors</b>	\$ 1,492,762.72	\$ 298,552.54	\$ 179,131.53	\$ 1,970,446.79	
Original Campus built in 1976 (109,216 SF)		<b>Walls/Ceilings/Flooring</b>	\$ 2,077,195.04	\$ 415,439.01	\$ 249,263.40	\$ 2,741,897.45	
Science Building built in 2006 (29,000 SF)		<b>Signage &amp; Specialties</b>	\$ 112,838.06	\$ 22,567.61	\$ 13,540.57	\$ 148,946.24	
Concession/RR built in 2009 (1,320 SF)		<b>Plumbing</b>	\$ 136,876.42	\$ 27,375.28	\$ 16,425.17	\$ 180,676.87	
New Gym/Music built in 2015 (22,400 SF)		<b>Mechanical - HVAC</b>	\$ 422,521.15	\$ 84,504.23	\$ 50,702.54	\$ 557,727.92	
		<b>Electrical System &amp; Lighting</b>	\$ 1,310,934.46	\$ 262,186.89	\$ 157,312.14	\$ 1,730,433.49	
		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 1,141,274.25	\$ 228,254.85	\$ 136,952.91	\$ 1,506,482.01	
		<b>Technology/Equip/Furnishings</b>	\$ 1,840,423.48	\$ 368,084.70	\$ 220,850.82	\$ 2,429,358.99	
Totals			\$ 11,436,794.19	\$ 2,287,358.84	\$ 1,372,415.30	\$ 15,096,568.33	

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement					See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)	
<b>Canutillo Elementary School</b>							
Campus #	101	<b>Site/Civil Improvements</b>	\$ 383,982.44	\$ 76,796.49	\$ 46,077.89	\$ 506,856.82	
District	Canutillo ISD	<b>Site Utilities</b>	\$ 77,259.00	\$ 15,451.80	\$ 9,271.08	\$ 101,981.88	
Gross Square Footage		<b>ADA Compliance</b>	\$ 10,007.58	\$ 2,001.52	\$ 1,200.91	\$ 13,210.01	
	90,637	<b>Exterior Wall System</b>	\$ 302,768.56	\$ 60,553.71	\$ 36,332.23	\$ 399,654.50	
Number of Stories		<b>Exterior Doors &amp; Windows</b>	\$ 261,318.00	\$ 52,263.60	\$ 31,358.16	\$ 344,939.76	
	1	<b>Roofing</b>	\$ 274,792.71	\$ 54,958.54	\$ 32,975.13	\$ 362,726.38	
Building or Facility Use		<b>Renovations/Partitions/Doors</b>	\$ 2,806.00	\$ 561.20	\$ 336.72	\$ 3,703.92	
	K - 5th Grade	<b>Walls/Ceilings/Flooring</b>	\$ 1,238,803.00	\$ 247,760.60	\$ 148,656.36	\$ 1,635,219.96	
Replacement Value		<b>Signage &amp; Specialties</b>	\$ 70,613.76	\$ 14,122.75	\$ 8,473.65	\$ 93,210.16	
	\$19,362,782	<b>Plumbing</b>	\$ 231,178.96	\$ 46,235.79	\$ 27,741.48	\$ 305,156.23	
NOTES		<b>Mechanical - HVAC</b>	\$ 8,242.85	\$ 1,648.57	\$ 989.14	\$ 10,880.56	
Original Campus built in 1998 Main Bldg (90,037 SF) Restroom Bldg (600 SF)		<b>Electrical System &amp; Lighting</b>	\$ 500,816.23	\$ 100,163.25	\$ 60,097.95	\$ 661,077.42	
		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 773,156.70	\$ 154,631.34	\$ 92,778.80	\$ 1,020,566.84	
		<b>Technology/Equip/Furnishings</b>	\$ 776,022.64	\$ 155,204.53	\$ 93,122.72	\$ 1,024,349.88	
		<b>Totals</b>	\$ 4,911,768.43	\$ 982,353.69	\$ 589,412.21	\$ 6,483,534.33	

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement							See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)			
<b>Davenport Elementary School</b>									
Campus #	102	<b>Site/Civil Improvements</b>	\$ 556,908.10	\$ 111,381.62	\$ 66,828.97	\$ 735,118.69			
District	Canutillo ISD	<b>Site Utilities</b>	\$ 926,902.66	\$ 185,380.53	\$ 111,228.32	\$ 1,223,511.51			
Gross Square Footage	68,841	<b>ADA Compliance</b>	\$ 10,007.75	\$ 2,001.55	\$ 1,200.93	\$ 13,210.23			
Number of Stories	1	<b>Exterior Wall System</b>	\$ 178,443.75	\$ 35,688.75	\$ 21,413.25	\$ 235,545.75			
Building or Facility Use	K - 5th Grade	<b>Exterior Doors &amp; Windows</b>	\$ 79,632.00	\$ 15,926.40	\$ 9,555.84	\$ 105,114.24			
Replacement Value	\$14,706,503	<b>Roofing</b>	\$ 201,446.23	\$ 40,289.25	\$ 24,173.55	\$ 265,909.02			
NOTES	Original Campus built in 1990 (68,841 SF)	<b>Renovations/Partitions/Doors</b>	\$ 2,806.00	\$ 561.20	\$ 336.72	\$ 3,703.92			
		<b>Walls/Ceilings/Flooring</b>	\$ 953,793.44	\$ 190,758.69	\$ 114,455.21	\$ 1,259,007.34			
		<b>Signage &amp; Specialties</b>	\$ 87,963.26	\$ 17,592.65	\$ 10,555.59	\$ 116,111.50			
		<b>Plumbing</b>	\$ 278,670.25	\$ 55,734.05	\$ 33,440.43	\$ 367,844.73			
		<b>Mechanical - HVAC</b>	\$ 164,057.76	\$ 32,811.55	\$ 19,686.93	\$ 216,556.24			
		<b>Electrical System &amp; Lighting</b>	\$ 434,282.61	\$ 86,856.52	\$ 52,113.91	\$ 573,253.05			
		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 796,895.66	\$ 159,379.13	\$ 95,627.48	\$ 1,051,902.27			
		<b>Technology/Equip/Furnishings</b>	\$ 783,794.97	\$ 156,758.99	\$ 94,055.40	\$ 1,034,609.36			
		Totals	\$ 5,455,604.44	\$ 1,091,120.89	\$ 654,672.53	\$ 7,201,397.86			

CIP FY		2020		Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement			See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)	
<b>Damian Elementary School</b>							
Campus #	103	Site/Civil Improvements	\$ 764,889.47	\$ 152,977.89	\$ 91,786.74	\$ 1,009,654.10	
District	Canutillo ISD	Site Utilities	\$ 83,720.68	\$ 16,744.14	\$ 10,046.48	\$ 110,511.30	
Gross Square Footage	84,927	ADA Compliance	\$ 17,587.88	\$ 3,517.58	\$ 2,110.55	\$ 23,216.00	
Number of Stories	1	Exterior Wall System	\$ 194,925.45	\$ 38,985.09	\$ 23,391.05	\$ 257,301.59	
Building or Facility Use	K - 5th Grade	Exterior Doors & Windows	\$ 251,927.68	\$ 50,385.54	\$ 30,231.32	\$ 332,544.54	
Replacement Value	\$18,142,955	Roofing	\$ 379,925.89	\$ 75,985.18	\$ 45,591.11	\$ 501,502.17	
NOTES	Original Campus built in 1992 (84,927 SF)	Renovations/Partitions/Doors	\$ 30,389.40	\$ 6,077.88	\$ 3,646.73	\$ 40,114.01	
		Walls/Ceilings/Flooring	\$ 768,127.78	\$ 153,625.56	\$ 92,175.33	\$ 1,013,928.67	
		Signage & Specialties	\$ 66,107.26	\$ 13,221.45	\$ 7,932.87	\$ 87,261.58	
		Plumbing	\$ 236,773.61	\$ 47,354.72	\$ 28,412.83	\$ 312,541.17	
		Mechanical - HVAC	\$ 325,015.65	\$ 65,003.13	\$ 39,001.88	\$ 429,020.66	
		Electrical System & Lighting	\$ 692,836.43	\$ 138,567.29	\$ 83,140.37	\$ 914,544.09	
		Fire Alarm/Intercom/Spec Sys	\$ 612,081.70	\$ 122,416.34	\$ 73,449.80	\$ 807,947.84	
	Technology/Equip/Furnishings	\$ 945,962.95	\$ 189,192.59	\$ 113,515.55	\$ 1,248,671.09		
		Totals	\$ 5,370,271.83	\$ 1,074,054.37	\$ 644,432.62	\$ 7,088,758.82	

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement							See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)			
<b>Bill Childress Elementary</b>									
Campus #	104	<b>Site/Civil Improvements</b>	\$ 674,877.30	\$ 134,975.46	\$ 80,985.28	\$ 890,838.04			
District	Canutillo ISD	<b>Site Utilities</b>	\$ 146,668.96	\$ 29,333.79	\$ 17,600.28	\$ 193,603.03			
Gross Square Footage	92,381	<b>ADA Compliance</b>	\$ 10,007.75	\$ 2,001.55	\$ 1,200.93	\$ 13,210.23			
Number of Stories	1	<b>Exterior Wall System</b>	\$ 254,806.75	\$ 50,961.35	\$ 30,576.81	\$ 336,344.91			
Building or Facility Use	K - 5th Grade	<b>Exterior Doors &amp; Windows</b>	\$ 329,632.00	\$ 65,926.40	\$ 39,555.84	\$ 435,114.24			
Replacement Value	\$19,735,353	<b>Roofing</b>	\$ 244,528.79	\$ 48,905.76	\$ 29,343.45	\$ 322,778.00			
NOTES	Original Campus built in 1996 (92,381 SF)	<b>Renovations/Partitions/Doors</b>	\$ 30,000.00	\$ 6,000.00	\$ 3,600.00	\$ 39,600.00			
		<b>Walls/Ceilings/Flooring</b>	\$ 1,721,094.84	\$ 344,218.97	\$ 206,531.38	\$ 2,271,845.19			
		<b>Signage &amp; Specialties</b>	\$ 109,602.28	\$ 21,920.46	\$ 13,152.27	\$ 144,675.01			
		<b>Plumbing</b>	\$ 601,195.77	\$ 120,239.15	\$ 72,143.49	\$ 793,578.42			
		<b>Mechanical - HVAC</b>	\$ 164,057.76	\$ 32,811.55	\$ 19,686.93	\$ 216,556.24			
		<b>Electrical System &amp; Lighting</b>	\$ 541,571.81	\$ 108,314.36	\$ 64,988.62	\$ 714,874.79			
		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 639,274.80	\$ 127,854.96	\$ 76,712.98	\$ 843,842.74			
		<b>Technology/Equip/Furnishings</b>	\$ 965,032.57	\$ 193,006.51	\$ 115,803.91	\$ 1,273,842.99			
		Totals	\$ 6,432,351.38	\$ 1,286,470.28	\$ 771,882.17	\$ 8,490,703.82			

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement							See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)			
<b>Garcia Elementary School</b>									
Campus #	105	<b>Site/Civil Improvements</b>	\$ 670,438.84	\$ 134,087.77	\$ 80,452.66	\$ 884,979.27			
District	Canutillo ISD	<b>Site Utilities</b>	\$ 519,393.96	\$ 103,878.79	\$ 62,327.28	\$ 685,600.03			
Gross Square Footage	75,610	<b>ADA Compliance</b>	\$ 10,007.58	\$ 2,001.52	\$ 1,200.91	\$ 13,210.01			
Number of Stories	1	<b>Exterior Wall System</b>	\$ -	\$ -	\$ -	\$ -			
Building or Facility Use	K - 5th Grade	<b>Exterior Doors &amp; Windows</b>	\$ 12,822.08	\$ 2,564.42	\$ 1,538.65	\$ 16,925.15			
Replacement Value	\$16,152,564	<b>Roofing</b>	\$ 181,820.38	\$ 36,364.08	\$ 21,818.45	\$ 240,002.90			
NOTES	Original Campus built in 2008 (75,610 SF)	<b>Renovations/Partitions/Doors</b>	\$ 220,351.13	\$ 44,070.23	\$ 26,442.14	\$ 290,863.49			
		<b>Walls/Ceilings/Flooring</b>	\$ 428,280.60	\$ 85,656.12	\$ 51,393.67	\$ 565,330.39			
		<b>Signage &amp; Specialties</b>	\$ 55,403.69	\$ 11,080.74	\$ 6,648.44	\$ 73,132.87			
		<b>Plumbing</b>	\$ 165,518.92	\$ 33,103.78	\$ 19,862.27	\$ 218,484.97			
		<b>Mechanical - HVAC</b>	\$ 23,916.24	\$ 4,783.25	\$ 2,869.95	\$ 31,569.44			
		<b>Electrical System &amp; Lighting</b>	\$ 410,372.30	\$ 82,074.46	\$ 49,244.68	\$ 541,691.44			
		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 605,739.90	\$ 121,147.98	\$ 72,688.79	\$ 799,576.67			
		<b>Technology/Equip/Furnishings</b>	\$ 501,099.56	\$ 100,219.91	\$ 60,131.95	\$ 661,451.42			
		Totals	\$ 3,805,165.18	\$ 761,033.04	\$ 456,619.82	\$ 5,022,818.04			

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement					See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)	
<b>Reyes Elementary School</b>							
Campus #	106	<b>Site/Civil Improvements</b>	\$ 94,862.06	\$ 18,972.41	\$ 11,383.45	\$ 125,217.92	
District	Canutillo ISD	<b>Site Utilities</b>	\$ -	\$ -	\$ -	\$ -	
Gross Square Footage	102,097	<b>ADA Compliance</b>	\$ 10,007.58	\$ 2,001.52	\$ 1,200.91	\$ 13,210.01	
Number of Stories	2	<b>Exterior Wall/Substructure</b>	\$ 5,700.00	\$ 1,140.00	\$ 684.00	\$ 7,524.00	
Building or Facility Use	K - 5th Grade	<b>Exterior Doors &amp; Windows</b>	\$ -	\$ -	\$ -	\$ -	
Replacement Value	\$21,810,982	<b>Roofing</b>	\$ 6,312.00	\$ 1,262.40	\$ 757.44	\$ 8,331.84	
NOTES	Original Campus built in 2015 (102,097 SF)	<b>Renovations/Partitions/Doors</b>	\$ -	\$ -	\$ -	\$ -	
		<b>Walls/Ceilings/Flooring</b>	\$ 132,048.00	\$ 26,409.60	\$ 15,845.76	\$ 174,303.36	
		<b>Signage &amp; Specialties</b>	\$ 44,338.73	\$ 8,867.75	\$ 5,320.65	\$ 58,527.12	
		<b>Plumbing</b>	\$ 128,095.78	\$ 25,619.16	\$ 15,371.49	\$ 169,086.43	
		<b>Mechanical - HVAC</b>	\$ -	\$ -	\$ -	\$ -	
		<b>Electrical System &amp; Lighting</b>	\$ 12,810.62	\$ 2,562.12	\$ 1,537.27	\$ 16,910.02	
		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 83,414.56	\$ 16,682.91	\$ 10,009.75	\$ 110,107.22	
		<b>Technology/Equip/Furnishings</b>	\$ 555,640.94	\$ 111,128.19	\$ 66,676.91	\$ 733,446.04	
		Totals	\$ 1,073,230.27	\$ 214,646.05	\$ 128,787.63	\$ 1,416,663.96	

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement							See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)			
<b>Lone Star Building</b>									
Campus #		<b>Site/Civil Improvements</b>	\$ 829,119.00	\$ 165,823.80	\$ 99,494.28	\$ 1,094,437.08			
District	<b>Canutillo ISD</b>	<b>Site Utilities</b>	\$ 1,252,999.08	\$ 250,599.82	\$ 150,359.89	\$ 1,653,958.79			
Gross Square Footage		<b>ADA Compliance</b>	\$ 359,423.85	\$ 71,884.77	\$ 43,130.86	\$ 474,439.48			
93,960		<b>Exterior Wall System</b>	\$ 1,329,402.35	\$ 265,880.47	\$ 159,528.28	\$ 1,754,811.10			
Number of Stories		<b>Exterior Doors &amp; Windows</b>	\$ 776,664.94	\$ 155,332.99	\$ 93,199.79	\$ 1,025,197.72			
2		<b>Roofing</b>	\$ 1,839,070.14	\$ 367,814.03	\$ 220,688.42	\$ 2,427,572.58			
Building or Facility Use		<b>Renovations/Partitions/Doors</b>	\$ 1,494,475.20	\$ 298,895.04	\$ 179,337.02	\$ 1,972,707.26			
Community Use, CISD Support Services, Disciplinary Alternative Education Program (DAEP)		<b>Walls/Ceilings/Flooring</b>	\$ 2,450,059.60	\$ 490,011.92	\$ 294,007.15	\$ 3,234,078.67			
Replacement Value		<b>Signage &amp; Specialties</b>	\$ 331,298.24	\$ 66,259.65	\$ 39,755.79	\$ 437,313.68			
\$20,072,675		<b>Plumbing</b>	\$ 270,829.13	\$ 54,165.83	\$ 32,499.50	\$ 357,494.45			
NOTES		<b>Mechanical - HVAC</b>	\$ 1,013,821.16	\$ 202,764.23	\$ 121,658.54	\$ 1,338,243.93			
Original Campus built in 1943 (54,000 SF)		<b>Electrical System &amp; Lighting</b>	\$ 924,232.50	\$ 184,846.50	\$ 110,907.90	\$ 1,219,986.90			
Unused Building 2 built in 1960 (32,000 SF)		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 517,624.70	\$ 103,524.94	\$ 62,114.96	\$ 683,264.60			
Cottage 1 built in 1960 (3,500 SF)		<b>Technology/Equip/Furnishings</b>	\$ 48,654.00	\$ 9,730.80	\$ 5,838.48	\$ 64,223.28			
Cottage 2 built in 1960 (4,460 SF)									
		<b>Totals</b>	\$ 13,437,673.89	\$ 2,687,534.78	\$ 1,612,520.87	\$ 17,737,729.53			

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement					See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)	
<b>CISD District Office</b>							
Campus #		<b>Site/Civil Improvements</b>	\$ 358,882.16	\$ 71,776.43	\$ 43,065.86	\$ <b>473,724.45</b>	
District	<b>Canutillo ISD</b>	<b>Conveying System</b>	\$ 117,202.32	\$ 23,440.46	\$ 14,064.28	\$ <b>154,707.06</b>	
Gross Square Footage		<b>ADA Compliance</b>	\$ 55,084.77	\$ 11,016.95	\$ 6,610.17	\$ <b>72,711.90</b>	
53,800		<b>Exterior Wall/Substructure</b>	\$ 233,501.75	\$ 46,700.35	\$ 28,020.21	\$ <b>308,222.31</b>	
Number of Stories		<b>Exterior Doors &amp; Windows</b>	\$ 117,202.32	\$ 23,440.46	\$ 14,064.28	\$ <b>154,707.06</b>	
2		<b>Roofing</b>	\$ 123,317.99	\$ 24,663.60	\$ 14,798.16	\$ <b>162,779.75</b>	
Building or Facility Use		<b>Renovations/Partitions/Doors</b>	\$ 543,177.60	\$ 108,635.52	\$ 65,181.31	\$ <b>716,994.43</b>	
District Admin/Warehouse		<b>Walls/Ceilings/Flooring</b>	\$ 666,003.92	\$ 133,200.78	\$ 79,920.47	\$ <b>879,125.17</b>	
Replacement Value		<b>Signage &amp; Specialties</b>	\$ 1,362.90	\$ 272.58	\$ 163.55	\$ <b>1,799.03</b>	
\$11,493,294		<b>Plumbing</b>	\$ 23,051.32	\$ 4,610.26	\$ 2,766.16	\$ <b>30,427.74</b>	
NOTES		<b>Mechanical - HVAC</b>	\$ 515,153.50	\$ 103,030.70	\$ 61,818.42	\$ <b>680,002.62</b>	
<b>Original Facility built in 1978 (53,800 SF)</b>		<b>Electrical System &amp; Lighting</b>	\$ 535,295.98	\$ 107,059.20	\$ 64,235.52	\$ <b>706,590.69</b>	
		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 154,479.70	\$ 30,895.94	\$ 18,537.56	\$ <b>203,913.20</b>	
		<b>Technology/Equip/Furnishings</b>	\$ 1,765,327.20	\$ 353,065.44	\$ 211,839.26	\$ <b>2,330,231.90</b>	

CIP FY	2020	Building System Appraisal - Current Dollar Value of Systems/Components that require Renewal or Replacement							See ADM Site Inspection Report
Facility/Site		System	Total Costs by System (in dollars)	Soft Costs (20%)	Contingency (10%)	Total Project Cost (in dollars)			
<b>Facilities and Transportation</b>									
Campus #		<b>Site/Civil Improvements</b>	\$ 1,020,918.50	\$ 204,183.70	\$ 122,510.22	\$ 1,347,612.42			
District	Canutillo ISD	<b>Site Utilities</b>	\$ -	\$ -	\$ -	\$ -			
Gross Square Footage		<b>ADA Compliance</b>	\$ 17,441.68	\$ 3,488.34	\$ 2,093.00	\$ 23,023.02			
	16,000	<b>Exterior Wall System</b>	\$ 84,480.00	\$ 16,896.00	\$ 10,137.60	\$ 111,513.60			
Number of Stories		<b>Exterior Doors &amp; Windows</b>	\$ 11,073.72	\$ 2,214.74	\$ 1,328.85	\$ 14,617.31			
	1	<b>Roofing</b>	\$ 128,667.96	\$ 25,733.59	\$ 15,440.16	\$ 169,841.71			
Building or Facility Use		<b>Renovations/Partitions/Doors</b>	\$ 3,640.00	\$ 728.00	\$ 436.80	\$ 4,804.80			
District Maint and Transp		<b>Walls/Ceilings/Flooring</b>	\$ 145,201.94	\$ 29,040.39	\$ 17,424.23	\$ 191,666.56			
Replacement Value		<b>Signage &amp; Specialties</b>	\$ 4,320.00	\$ 864.00	\$ 518.40	\$ 5,702.40			
	\$3,418,080	<b>Plumbing</b>	\$ 49,580.14	\$ 9,916.03	\$ 5,949.62	\$ 65,445.78			
NOTES		<b>Mechanical - HVAC</b>	\$ 168,355.34	\$ 33,671.07	\$ 20,202.64	\$ 222,229.05			
Original Campus built in 1997 (16,000 SF)		<b>Electrical System &amp; Lighting</b>	\$ 131,213.63	\$ 26,242.73	\$ 15,745.64	\$ 173,201.99			
		<b>Fire Alarm/Intercom/Spec Sys</b>	\$ 61,726.40	\$ 12,345.28	\$ 7,407.17	\$ 81,478.85			
		<b>Technology/Equip/Furnishings</b>	\$ -	\$ -	\$ -	\$ -			
		<b>Totals</b>	\$ 1,826,619.31	\$ 365,323.86	\$ 219,194.32	\$ 2,411,137.49			

System	Childress Elem	Albion MS	Cantillo Elem	Cantillo HS	Cantillo MS	Daniam Elem	Deerport Elem	Garda Elem	NW Early College HS	Reyes Elem	Love Star Bldg	CSO District Office	Facilities & Transp	System Total	Soft Costs (20%)	Contingency (10%)	Total Project Cost
Site/Drill Improvements	\$ 674,877.30	\$ 1,817,933.28	\$ 383,992.44	\$ 2,882,318.24	\$ 2,251,307.34	\$ 764,883.47	\$ 556,908.10	\$ 670,438.84	\$ 81,142.62	\$ 94,862.06	\$ 829,119.00	\$ 338,882.16	\$ 1,020,918.50	\$ 12,381,495.35	\$ 2,478,229.87	\$ 1,485,737.92	\$ 16,343,127.14
Site Utilities	\$ 146,668.96	\$ 77,351.04	\$ 77,259.00	\$ 17,806.05	\$ 310,222.06	\$ 83,720.68	\$ 926,900.66	\$ 519,339.96	\$ 2,806.04	-	\$ 1,252,999.08	\$ 117,202.32	-	\$ 3,540,331.85	\$ 708,066.37	\$ 424,839.82	\$ 4,673,238.04
ADA Compliance	\$ 10,007.75	\$ 157,859.08	\$ 10,007.58	\$ 1,588.25	\$ 54,415.98	\$ 17,397.88	\$ 10,007.75	\$ 10,007.58	\$ 26,686.05	\$ 10,007.58	\$ 359,423.85	\$ 55,084.77	\$ 17,441.68	\$ 740,125.78	\$ 148,025.16	\$ 88,815.09	\$ 976,966.03
Exterior Wall System	\$ 254,806.75	\$ 298,579.30	\$ 302,789.56	\$ 171,323.00	\$ 1,083,122.20	\$ 194,925.45	\$ 178,443.75	-	\$ 161,668.04	\$ 5,700.00	\$ 1,329,402.35	\$ 233,501.75	\$ 84,480.00	\$ 4,296,721.15	\$ 859,344.23	\$ 515,606.54	\$ 5,671,671.92
Exterior Doors & Windows	\$ 229,632.00	\$ 325,802.08	\$ 261,318.00	\$ 358,883.92	\$ 450,528.24	\$ 251,927.68	\$ 79,632.00	\$ 12,822.08	\$ 239,786.56	-	\$ 776,664.94	\$ 117,202.32	\$ 11,073.72	\$ 3,215,773.54	\$ 643,947.11	\$ 385,832.82	\$ 4,244,161.07
Roofing	\$ 244,528.79	\$ 229,873.83	\$ 274,792.71	\$ 331,663.53	\$ 565,411.16	\$ 379,925.89	\$ 201,446.23	\$ 181,820.38	\$ 101,348.50	\$ 6,312.00	\$ 1,189,070.14	\$ 123,317.99	\$ 128,667.96	\$ 4,688,791.11	\$ 921,695.82	\$ 553,107.49	\$ 6,083,192.43
Renovations/Partitions/Doors	\$ 30,000.00	\$ 1,497,762.72	\$ 2,886.00	\$ 8,400.00	\$ 147,730.91	\$ 30,389.40	\$ 2,886.00	\$ 220,351.13	-	-	\$ 1,494,475.20	\$ 543,177.60	\$ 3,640.00	\$ 3,976,538.96	\$ 795,307.79	\$ 477,184.68	\$ 5,249,031.43
Walls/Ceilings/Flooring	\$ 1,721,094.84	\$ 2,077,195.04	\$ 1,238,803.00	\$ 1,459,683.07	\$ 2,821,608.29	\$ 768,127.78	\$ 953,793.44	\$ 428,280.60	\$ 596,913.00	\$ 132,048.00	\$ 2,450,059.60	\$ 666,003.92	\$ 145,201.94	\$ 15,458,812.52	\$ 3,087,762.50	\$ 1,855,657.50	\$ 20,405,622.53
Storage & Operatives	\$ 109,602.28	\$ 112,838.06	\$ 70,613.76	\$ 98,184.46	\$ 314,578.50	\$ 66,107.26	\$ 87,963.26	\$ 55,403.69	\$ 6,491.04	\$ 44,338.73	\$ 331,298.24	\$ 1,362.90	\$ 4,320.00	\$ 1,303,102.18	\$ 261,620.44	\$ 156,371.26	\$ 1,720,094.88
Plumbing	\$ 601,195.77	\$ 136,876.42	\$ 231,178.96	\$ 469,086.61	\$ 297,502.80	\$ 236,773.61	\$ 278,670.25	\$ 165,518.92	\$ 59,564.03	\$ 128,095.78	\$ 270,829.13	\$ 23,051.32	\$ 49,580.14	\$ 2,991,923.71	\$ 589,394.75	\$ 353,750.85	\$ 3,891,259.31
Mechanical - HVAC	\$ 164,057.76	\$ 422,521.15	\$ 82,428.85	\$ 93,279,703.00	\$ 1,290,505.89	\$ 325,015.65	\$ 164,057.76	\$ 23,916.24	\$ 789,441.24	-	\$ 1,013,821.16	\$ 515,453.50	\$ 168,355.34	\$ 8,164,791.54	\$ 1,623,958.31	\$ 979,774.98	\$ 10,777,324.83
Electrical System & Lighting	\$ 541,571.61	\$ 1,310,934.46	\$ 500,816.23	\$ 1,001,944.26	\$ 1,071,866.11	\$ 692,836.43	\$ 434,280.61	\$ 410,372.30	\$ 226,919.66	\$ 12,810.62	\$ 924,232.50	\$ 535,395.98	\$ 131,213.63	\$ 7,794,936.60	\$ 1,559,999.32	\$ 935,399.59	\$ 10,289,335.51
Fire Alarm/Intercom/Speakers	\$ 639,274.80	\$ 1,144,274.25	\$ 773,156.70	\$ 1,221,785.96	\$ 977,865.00	\$ 612,081.70	\$ 796,895.66	\$ 605,739.90	\$ 376,541.22	\$ 83,414.56	\$ 517,624.70	\$ 154,479.70	\$ 61,726.40	\$ 7,961,861.55	\$ 1,591,372.11	\$ 955,423.27	\$ 10,509,655.93
Technology/Equip/Furnishings	\$ 965,032.57	\$ 1,840,423.48	\$ 776,022.64	\$ 1,681,459.48	\$ 2,005,649.66	\$ 945,962.95	\$ 783,794.97	\$ 501,099.56	\$ 330,120.90	\$ 555,640.94	\$ 48,654.00	\$ 1,765,827.20	-	\$ 12,199,188.35	\$ 2,439,837.67	\$ 1,463,902.80	\$ 16,102,928.62
																	\$ 116,937,889.89

# Minutes of Training/Workshop

## The Board of Trustees Canutillo ISD

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A Training/Workshop of the Board of Trustees of Canutillo ISD was held Tuesday, October 6, 2020, beginning at 8:30 AM in the This meeting will be held by teleconference.

### 1. General Functions

#### A. Call to Order

The meeting was called to order at **8:37 am** by Board President Coronado.

#### B. Roll Call

Trustees Brigham, Coronado, Payan, Rodriguez and Trout were present.  
Ms. Searls and Ms. Yglesias was absent.

### 2. Training/Workshop

*Trustees will participate in a Level 2 Team Building Workshop: The workshop must include a review of the roles, rights and responsibilities of the local board as outlined in the framework for Governance Leadership and an assessment of continuing education needs of the board -superintendent team.*

Presenter: Region 19/M. Jaloma

#### A. Canutillo ISD Board will continue discussions to amend the Board Operating Procedures by adopting formal Ethical Standard for School Board Members, to be included in Chapter 1, School Board Member's Creed.

Presenter: AJ Crabhill and Monica Jaloma

A Board Operating Procedures training was given by Ms. Jaloma and Mr. Crabhill from Region 19.

### 3. Adjournment

The meeting was adjourned at **10:45 am.**

Presented to the Board of Trustees for approval on October 27, 2020. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

# Minutes of Special Board Meeting

## The Board of Trustees Canutillo ISD

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A Special Board Meeting of the Board of Trustees of Canutillo ISD was held Tuesday, October 20, 2020, beginning at 3:00 PM in the This meeting will be held by teleconference.

### 1. GENERAL FUNCTIONS

#### A. Call to Order

The meeting was called to order at **3:04 pm** by Board President Coronado.

#### B. Roll Call

The following Trustees were present: Brigham, Coronado, Payan, Rodriguez, Searls and Trout.

Trustee Yglesias was absent.

### 2. BOARD OF TRUSTEE BUSINESS-OTHER

This meeting closed at **3:07 pm** under Texas Government Code Sections 551.074.

### 3. CLOSED SESSION

Under Section 551.074 Texas Government Code

A. Hear the FNG Level III Grievance of L. Sotelo.

### 4. EXECUTIVE SESSION

The meeting is to be closed under Texas Government Code Sections 551.074 and 551.071 for consultation with attorney and to consider the Level III Grievance of L. Sotelo.

A. Consider FNG Level III Grievance of L. Sotelo.

### 5. NEW BUSINESS

The board reconvened into Open Session at **6:13 pm.**

A. Discussion and possible action regarding the FNG Level III Grievance for L. Sotelo.

No action.

### 6. BOARD OF TRUSTEE BUSINESS-OTHER

A. Discussion and acceptance of resignation of member of the Board of Trustees. It was motioned by Ms. Brigham, seconded by Mrs. Searls and passed unanimously to accept the resignation of Trustee Yglesias.

The board members thanked Mrs. Yglesias for all her hard work and many years of service.

**7. ADJOURNMENT**

The meeting adjourned at **6:23 pm**.

Presented to the Board of Trustees for approval on **November 17, 2020**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

# Minutes of Regular Board Meeting

## The Board of Trustees Canutillo ISD

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A Regular Board Meeting of the Board of Trustees of Canutillo ISD was held Tuesday, October 27, 2020, beginning at 3:00 PM in the 7965 Artcraft, El Paso, Texas 79932.

### 1. GENERAL FUNCTIONS- OTHER

#### A. Call to Order

The meeting was called to order at **3:06 pm** by Board President Coronado.

#### B. Pledge of Allegiance

The Pledge of Allegiance was led by the Board of Trustees.

#### C. Texas Pledge of Allegiance

The Texas Pledge of Allegiance was led by the Board of Trustees.

#### D. Roll Call

All trustees were present.

#### E. CISD Vision and Mission Statements

The Vision Statement was read by Mr. Payan and the Mission Statement was read by Mr. Rodriguez.

### 2. OPEN FORUM

Any member of the community wishing to make a comment during Open Forum can send their comments to the following email address:

BoardQuestions@canutillo-isd.org. Comments must be submitted prior to the meeting start time.

There were three people that sent in emails to be read.

### 3. PUBLIC HEARING REGARDING THE CANUTILLO ISD'S FINANCIAL INTEGRITY RATING SYSTEM OF TEXAS (FIRST).

Presenter: M. Piekarski/C. Pulley

#### A. Consider approval of the Canutillo ISD's Financial Integrity Rating System of Texas (FIRST).

Presenter: C. Pulley

A presentation regarding the Financial Integrity Rating System of Texas was given by Ms. Pulley.

It was motioned by Ms. Trout, seconded by Ms. Brigham and passed unanimously to approve Canutillo ISD's Financial Integrity Rating System of Texas (FIRST).

### 4. BOARD OF TRUSTEE BUSINESS-OTHER

A. *COVID-19*

1. Discussion and possible action to approve request for waiver from Texas Education Agency for Additional Transition Waiver.

Presenter: P. Galaviz

A presentation was given by Dr. Galaviz and Ms. Rocha to discuss the different options of students returning to school and learning remotely for all staff. There was a lengthy discussion about health issues of teachers that are taken into consideration, teachers have the tools needed to teach remotely, attendance numbers at campuses and safety precautions.

It was motioned by Ms. Trout and seconded by Ms. Brigham and passed unanimously for a request for waiver from Texas Education Agency for Additional Transition Waiver to include a second waiver that does not affect funding.

- B. Discussion and possible action to address current compliance with TEA Corrective Action Plan.

Presenter: S. Coronado

Extension was granted until March 2021. Mr. Coronado stated that trustee Searls was unable to commit to training dates. Ms. Searls replied that she felt bullied by other trustees.

It was motioned by Mr. Rodriguez and seconded by Ms. Trout and passed unanimously to address current compliance with TEA Corrective Action Plan and move forward to schedule an LSG training and for all board members to attend.

**5. CONSENT AGENDA- VOTING**

A. *BUSINESS SERVICES*

1. Approval of Meeting Minutes.
  - a. RBM Sept 22, 2020.
2. Approval of Monthly Financials.
3. Approval of the Monthly Warrant List.  
Presenter: C. Pulley
4. Approval of Monthly Donations.  
Presenter: C. Pulley
5. Approval of Budget Amendments.  
Presenter: C. Pulley
6. Approve of the designation Finance Accountant as an additional authorized representative with Lone Star Investment Pool for investment responsibilities on behalf of Canutillo ISD.  
Presenter: C. Pulley
7. Approval to purchase 2 new special education, 14-passenger school buses and one 14-passenger school buses, and one 14-passenger, regular education bus from Thomas Built Buses, utilizing Buyboard Coop. Contract 549-17 and in

the amount of \$179,525.

Presenter: B. Vasquez/B. Brooks

8. Approval of the renewal of lease agreement between Canutillo ISD and El Paso Water Utilities for a portion of land o Bosque Road, for the operation of the CMS Wastewater Treatment Plant.

Presenter: B. Vasquez

9. Approval to purchase vehicles for the Police Safety and Security Department from Charlie Clark Nissan El Paso, utilizing cooperative contract CES/Texbuy 2020-31A in the amount of \$97,601.10.

Presenter: C. Carrillo

#### B. *CURRICULUM*

1. Approval of the Proclamation 2021 Instructional Materials Approval of Campus Voting Delegates.

Presenter: D. Kerney/S. Carrillo

2. Approval of Memorandum of Understanding between Kids Excel El Paso and Canutillo ISD.

Presenter: M. Reyes

3. Approval of Memorandum of Understanding between Canutillo ISD and AmeriCorps Parents as Teachers for 2020-2021.

Presenter: M. Reyes

#### **Approval of the Consent Agenda**

It was motioned by Ms. Searls, seconded by Ms. Trout and passed unanimously to approve the Consent Agenda excluding item: **5.A.9:** Approval to purchase vehicles for the Police Safety and Security Department from Charlie Clark Nissan El Paso, utilizing cooperative contract CES/Textbuy 2020-31A in the amount of \$97,601.10

#### 6. **EXECUTIVE SESSION**

The meeting is to be closed under *Texas Government Code* Sections 551.071, 551.072 and 551.074

The meeting was closed at **5:03 pm** under *Texas Government Code* Sections 551.071, 551.072 and 551.074

- A. Discussion with legal counsel regarding status of Arevalo v. CISD and mediation.
- B. Discussion regarding apportionment and disbursement of El Paso Electric settlement funds to Canutillo ISD, and appoint a fiscal agent to both receive and tender to Canutillo ISD its apportioned funds, in connection with the Public Utility Commission of Texas (PUC) proceeding related to the Sale, Transfer, or Merger of El Paso Electric Company to Sun Jupiter Holdings LLC and IIF US Holding 2 LP, entities related to J.P. Morgan's Infrastructure Investments Fund, PUC Docket No. 49849, Joint Report and Application of El Paso Electric

Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals Under PURA §§ 14.101, 39.262, and 39.915.

- C. Discussion regarding replacement of Trustee Yglesias to include the application process and timeline.

Presenter: S. Coronado

## 7. NEW BUSINESS (continued): OTHER

- A. Discussion and possible action regarding resolution of Arevalo v. CISD.

It was motioned by Ms. Brigham and seconded by Ms. Trout to give the remainder of the deductible under insurance policy of the district in regards to this case so the insurance company can authorize use of deductible to settle the case at the discretion of the carrier.

Vote:

Mrs. Brigham-Yes, Mr. Coronado-Yes, Mr. Payan-Yes, Mr. Rodriguez-Yes, Ms. Searls-Yes, Mrs. Trout-Yes.

Motion passed

- B. Discussion and possible action to approve apportionment and disbursement of El Paso Electric settlement funds to Canutillo ISD, and appoint a fiscal agent to both receive and tender to Canutillo ISD its apportioned funds, in connection with the Public Utility Commission of Texas (PUC) proceeding related to the Sale, Transfer, or Merger of El Paso Electric Company to Sun Jupiter Holdings LLC and IIF US Holding 2 LP, entities related to J.P. Morgan's Infrastructure Investments Fund, PUC Docket No. 49849, Joint Report and Application of El Paso Electric Company, Sun Jupiter Holdings LLC, and IIF US Holding 2 LP for Regulatory Approvals Under PURA §§ 14.101, 39.262, and 39.915.

It was motioned by Ms. Searls and seconded by Ms. Brigham to approve El Paso Independent School District be the fiscal agent for the receipt of the settlement proceeds in the matter on behalf of the Rate 41 group including the Canutillo Independent School District and approve the division for the proceeds to the Canutillo Independent School District according to the previously approved Rate 41 usage percentages used as a basis for the allocations of the attorney's fees for the Rate 41 group in the matter.

Vote:

Mrs. Brigham-Yes, Mr. Coronado-Yes, Mr. Payan-Yes, Mr. Rodriguez-Yes, Ms. Searls-Yes, Mrs. Trout-Yes.

Motion passed

- C. Discussion and possible action regarding replacement of Trustee Yglesias to include the application process and timeline.

It was motioned by Mr. Payan and seconded by Ms. Searls to place item on agenda for November board meeting and to have no action until after election.

Vote:

Mrs. Brigham-Yes, Mr. Coronado-Yes, Mr. Payan-Yes, Mr. Rodriguez-Yes, Ms. Searls-Yes, Mrs. Trout-Yes.

Motion passed

**8. ADJOURNMENT**

The meeting adjourned at **6:21 pm** by unanimous consent.

Presented to the Board of Trustees for approval on November 17, 2020. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed

# Board of Trustees

## Executive Summary of Board Agenda Item

Meeting Date: \_\_\_\_\_

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information  Discussion  Action

Item Type:

Curriculum & Instruction  HumanResources  Business Services

Staff Responsible:

\_\_\_\_\_  
*Signature of Requester(s)*

\_\_\_\_\_  
*Signature of Presenter(s)*

*C Pulley*  
*Business Services Approval (Initials)*

\_\_\_\_\_  
*Date*

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



# Board of Trustees

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*Signature of Presenter(s)*

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*Business Services Approval (Initials)*

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IMPLEMENTATION TIMELINE:

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# Board of Trustees

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*C Pulley*

*Business Services Approval (Initials)*

*Date*

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AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





# FINANCIAL SERVICES

## CANUTILLO A Premier District

TO: Board of Trustees  
Dr. Pedro Galaviz, Superintendent

THROUGH: Martha E Piekarski, Chief Business Officer

FROM: Cristina Pulley, Director of Financial Services

DATE: October 30, 2020

SUBJECT: Budget Amendments for October 2020

Budget Amendments submitted are summarized below for your review and consideration.

Admin Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration

11 Instruction + 12 Instructional Resources/Media Services +  
13 Curriculum/Staff Development + 31 Guidance/Counseling Services

**BJE 339461** – This budget amendment will reclassify funds from Function 11 – *Instruction* to the proper Function 13 – *Curriculum Development/Instructional Staff Development* for the Department Head stipend due to their duties such as holding department meetings and organizing student support to Fine Art activities. This budget amendment will have no impact on the admin cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6118.09.001.11	Stipend-Department Head	\$ 8,000	\$ (8,000)	\$ 0
199.11.6118.09.003.11	Stipend-Department Head	8,000	(8,000)	0
199.11.6118.09.041.11	Stipend-Department Head	4,800	(4,800)	0
199.11.6118.09.042.11	Stipend-Department Head	4,800	(4,800)	0
199.11.6141.09.001.11	Medicare	116	(116)	0
199.11.6141.09.003.11	Medicare	116	(116)	0
199.11.6141.09.041.11	Medicare	70	(70)	0
199.11.6141.09.042.11	Medicare	70	(70)	0
199.11.6143.09.001.11	Workers Compensation	38	(38)	0
199.11.6143.09.003.11	Workers Compensation	38	(38)	0
199.11.6143.09.041.11	Workers Compensation	23	(23)	0
199.11.6143.09.042.11	Workers Compensation	23	(23)	0
199.11.6145.09.001.11	Unemployment Compensation	7	(7)	0
199.11.6145.09.003.11	Unemployment Compensation	7	(7)	0
199.11.6145.09.041.11	Unemployment Compensation	4	(4)	0
199.11.6145.09.042.11	Unemployment Compensation	4	(4)	0

Street Address:  
7965 Artcraft Rd.  
El Paso, TX 79932

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

P: (915) 877-7516  
F: (915) 877-7524  
canutillo-isd.org

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

199.11.6146.09.001.11	Teacher Retirement	660	(660)	0
199.11.6146.09.003.11	Teacher Retirement	660	(660)	0
199.11.6146.09.041.11	Teacher Retirement	396	(396)	0
199.11.6146.09.042.11	Teacher Retirement	396	(396)	0
199.13.6118.09.001.11	Stipend-Department Head	0	8,000	8,000
199.13.6118.09.003.11	Stipend-Department Head	0	8,000	8,000
199.13.6118.09.041.11	Stipend-Department Head	0	4,800	4,800
199.13.6118.09.042.11	Stipend-Department Head	0	4,800	4,800
199.13.6141.09.001.11	Medicare	0	116	116
199.13.6141.09.003.11	Medicare	0	116	116
199.13.6141.09.041.11	Medicare	0	70	70
199.13.6141.09.042.11	Medicare	0	70	70
199.13.6143.09.001.11	Workers Compensation	0	38	38
199.13.6143.09.003.11	Workers Compensation	0	38	38
199.13.6143.09.041.11	Workers Compensation	0	23	23
199.13.6143.09.042.11	Workers Compensation	0	23	23
199.13.6145.09.001.11	Unemployment Compensation	0	7	7
199.13.6145.09.003.11	Unemployment Compensation	0	7	7
199.13.6145.09.041.11	Unemployment Compensation	0	4	4
199.13.6145.09.042.11	Unemployment Compensation	0	4	4
199.13.6146.09.001.11	Teacher Retirement	0	660	660
199.13.6146.09.003.11	Teacher Retirement	0	660	660
199.13.6146.09.041.11	Teacher Retirement	0	396	396
199.13.6146.09.042.11	Teacher Retirement	0	396	396

# Board of Trustees

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Justification Statement:

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*Signature of Requester(s)*

\_\_\_\_\_  
*Signature of Presenter(s)*

*C Pulley*  
*Business Services Approval (Initials)*

\_\_\_\_\_  
*Date*

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



# CANUTILLO A Premier District

To: Board of Trustees  
Dr. Pedro Galaviz, Superintendent

Through: Martha E. Piekarski, Chief Business Officer

From: Cristina Pulley, Director of Financial Service

Date: October 21, 2020

Subject: Quarterly Investment Report for September 30, 2020

This report of investments for the Canutillo Independent School District for the quarter ending September 30, 2020, is in full compliance with the Investment Policy and strategy as established for the District with the Public Funds Investment Act (Chapter 2256). The Public Funds Investment Act requires quarterly reporting of investment activity and balances (both book and market values) be presented to the Board of Trustees.

The investment objectives of safety, liquidity, and maturity levels that are sufficient to meet anticipated cash requirements is what drives the investment activity. For fiscal year 2020-2021, the District maintained its investments in governmental investment pools and fixed term maturities with Logic, Lone Star, Texas Class, Texpool, TexSTAR. The portfolio within this investment pools includes Money Market, Commercial Paper, U.S. Treasury Securities, Government Obligation, and Repurchase Agreements.

During the first quarter, the District's total investment of \$24,210,325 were invested at an average interest yield of 0.2238%, which resulted in interest income of \$19,947. Operating Fund investments of \$14.693 million generated interest revenue of \$10,693. In July, the new maintenance Tax Notes proceeds of \$10 million were invested in Lone Star; in addition, to the State revenue received. Operating disbursements such as payroll and account payables are paid out of this fund. The investment balance in the debt service fund decreased from \$8.105 million to \$3.459 million. A high cash balance was needed to pay the August debt payments and issuance bond costs of \$4.567 million.

At the end of the quarter, the investment rates continued decreasing due to the impact of COVID-19 in the equity markets; consequently, the interest revenue decreased. As the district's investment officers, we will continue to seek investment opportunities after investment safety, liquidity, and maturity are considered. The investment portfolio meets both the Public Funds Investment Act and the Board's investment policy requirements.

*Martha E Piekarski*

---

Martha E. Piekarski, Chief Business Officer

*Cristina Pulley*

---

Cristina Pulley, Director of Financial Services

*Laura D*

---

Laura Dorado, Accountant

7965 Artcraft | El Paso, TX 79932  
915.877.7400 | [www.canutillo-isd.org](http://www.canutillo-isd.org)

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**Canutillo Independent School District  
Quarterly Summary of Investments  
September 30, 2020**

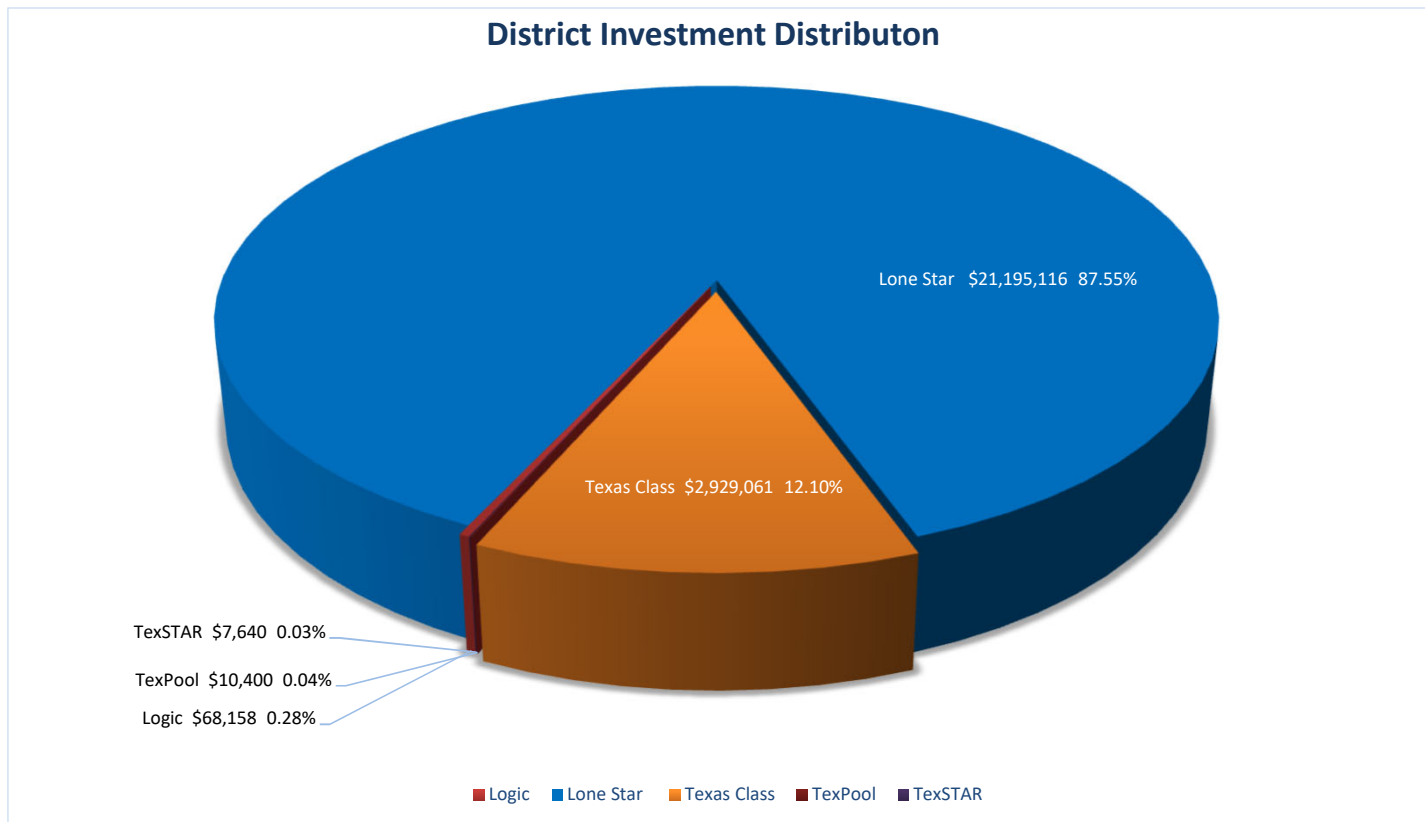
Description	Maturity Date	Current Month Interest Rate	9/30/2020 Book Value	9/30/2020 Market Value	6/30/2020 Book Value	6/30/2020 Market Value	Quarterly Accrued Interest	Book Value Increase/Decrease
<b>Operating Fund</b>								
Logic	On Demand	0.2565%	\$ 50,764	\$ 50,780	\$ 50,722	\$ 50,751	\$ 42	\$ 29
Lone Star Corporate	On Demand	0.2200%	14,348,349	14,348,349	7,224,944	7,224,944	10,114	7,123,406
Texas Class	On Demand	0.2510%	276,590	276,590	1,426,350	1,426,350	529	(1,149,760)
TexPool	On Demand	0.1474%	10,400	10,400	10,395	10,395	5	5
TexSTAR	On Demand	0.1339%	7,474	7,476	7,471	7,473	3	3
<b>Subtotal</b>		<b>0.2206%</b>	<b>\$ 14,693,578</b>	<b>\$ 14,693,596</b>	<b>\$ 8,719,882</b>	<b>\$ 8,719,913</b>	<b>\$ 10,693</b>	<b>\$ 5,973,683</b>
<b>Debt Service Fund</b>								
Lone Star Corporate	On Demand	0.2200%	\$ 806,578	\$ 806,578	\$ 805,956	\$ 805,956	\$ 622	622
Texas Class	On Demand	0.2510%	2,652,470	2,652,470	7,298,945	7,298,945	3,960	(4,646,475)
TexSTAR	On Demand	0.1339%	166	166	166	166	-	-
<b>Subtotal</b>		<b>0.2438%</b>	<b>\$ 3,459,214</b>	<b>\$ 3,459,214</b>	<b>\$ 8,105,067</b>	<b>\$ 8,105,067</b>	<b>\$ 4,582</b>	<b>\$ (4,645,853)</b>
<b>Food Service Fund</b>								
Lone Star Corporate	On Demand	0.2200%	\$ 2,031,607	\$ 2,031,607	\$ 2,030,041	\$ 2,030,041	\$ 1,567	\$ 1,567
<b>Health Insurance Fund</b>								
Lone Star Corporate	On Demand	0.2200%	\$ 3,103,761	\$ 3,103,761	\$ 3,101,368	\$ 3,101,368	\$ 2,393	\$ 2,393
<b>Construction Fund</b>								
Lone Star 2011	On Demand	0.2200%	821,322	821,322	820,689	820,689	633	633
Logic 2013	On Demand	0.2565%	17,393	\$ 17,399	17,379	\$ 17,388	15	10
Lonestar 2013	On Demand	0.2200%	83,499	83,499	83,434	83,434	64	64
<b>Subtotal</b>		<b>0.2207%</b>	<b>\$ 922,214</b>	<b>\$ 922,220</b>	<b>\$ 921,502</b>	<b>\$ 921,512</b>	<b>\$ 712</b>	<b>\$ 708</b>
<b>Total Investments</b>		<b>0.2238%</b>	<b>\$ 24,210,375</b>	<b>\$ 24,210,398</b>	<b>\$ 22,877,860</b>	<b>\$ 22,877,900</b>	<b>\$ 19,947</b>	<b>\$ 1,332,498</b>

Asset	Portfolio Weighted Average Maturity				S&P Credit	
	Book Value	Days to Maturity	Weighted Average Maturity (WAM)	Maturity Date of	Each Asset	Ratings as of: 06/30/20
Logic	68,158	1	0.003	10/1/2020	Liquid pool, due on demand	AAAm
Lone Star	21,195,116	1	0.875	10/1/2020	Liquid pool, due on demand	AAAf/S1+
Texas Class	2,929,061	1	0.121	10/1/2020	Liquid pool, due on demand	AAAm
TexPool	10,400	1	0.000	10/1/2020	Liquid pool, due on demand	AAAm
TexSTAR	7,640	1	0.000	10/1/2020	Liquid pool, due on demand	AAAm
	<b>\$ 24,210,375</b>		<b>1.000</b>			

AAA is the highest Issuer Credit Rating assigned by Standar & Poor's  
(m is for Money Market, f is for Fund, and S1+designates low volatility)

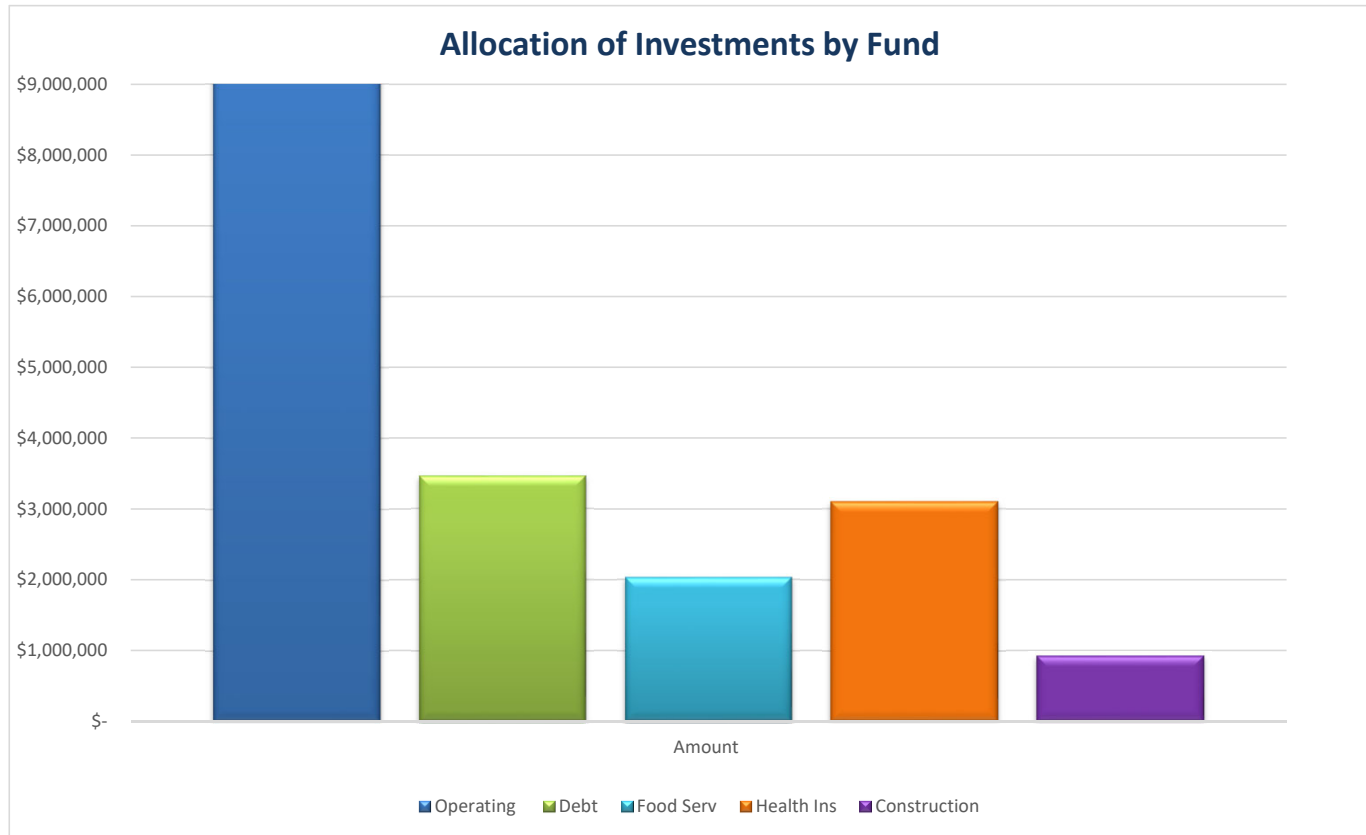
**Canutillo Independent School District  
Quarterly Summary of Investments  
September 30, 2020**

Investment	Amount	Percentage
Logic	\$ 68,158	0.28%
Lone Star	\$ 21,195,116	87.55%
Texas Class	\$ 2,929,061	12.10%
TexPool	\$ 10,400	0.04%
TexSTAR	\$ 7,640	0.03%
<b>Total</b>	<b>\$ 24,210,375</b>	<b>100.00%</b>



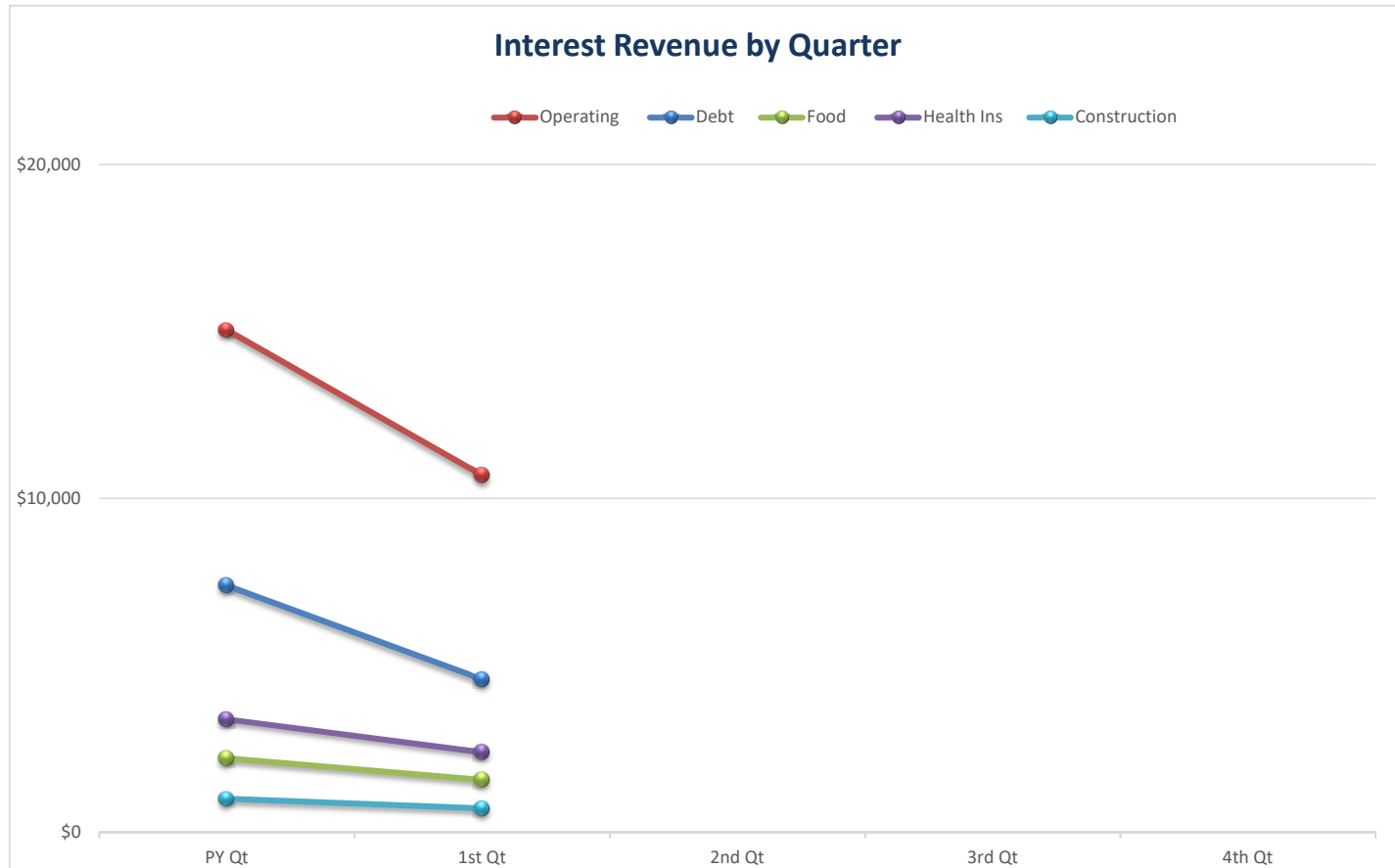
**Canutillo Independent School District  
Quarterly Summary of Investments  
September 30, 2020**

Fund	Amount	Percentage
Operating	\$ 14,693,578	60.69%
Debt	\$ 3,459,214	14.29%
Food Serv	\$ 2,031,607	8.39%
Health Ins	\$ 3,103,761	12.82%
Construction	\$ 922,214	3.81%
<b>Total</b>	<b>\$ 24,210,375</b>	<b>100.00%</b>



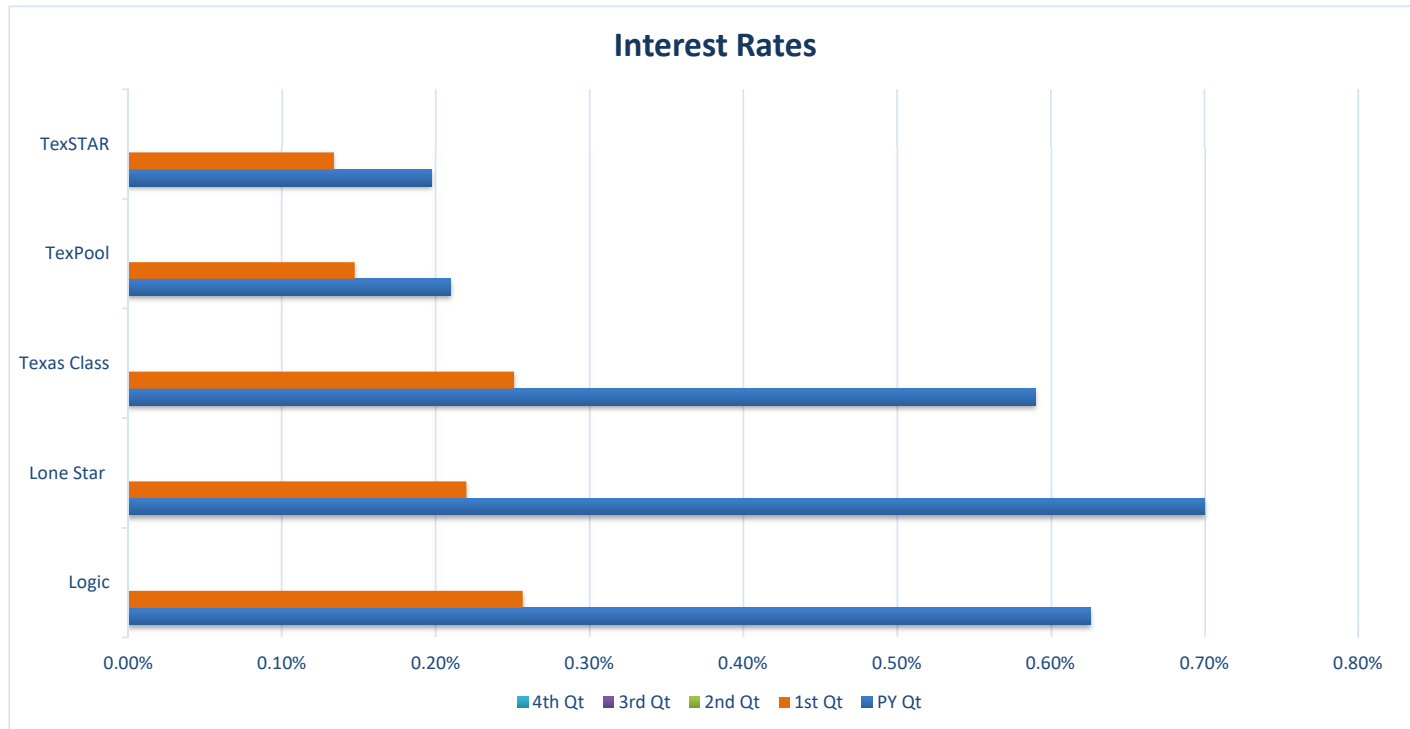
**Canutillo Independent School District  
Quarterly Summary of Investments  
September 30, 2020**

Interest	PY Qt	1st Qt	2nd Qt	3rd Qt	4th Qt
Operating	\$ 15,046	\$ 10,693			
Debt	\$ 7,388	\$ 4,582			
Food	\$ 2,213	\$ 1,567			
Health Ins	\$ 3,381	\$ 2,393			
Construction	\$ 1,001	\$ 712			
<b>Total</b>	<b>\$ 29,029</b>	<b>\$ 19,947</b>			



**Canutillo Independent School District  
Quarterly Summary of Investments  
September 30, 2020**

Investment	PY Qt	1st Qt	2nd Qt	3rd Qt	4th Qt
Logic	0.63%	0.26%			
Lone Star	0.70%	0.22%			
Texas Class	0.59%	0.25%			
TexPool	0.21%	0.15%			
TexSTAR	0.20%	0.13%			





*Custodian Bank: State Street Bank*

*Investment Managers: American Beacon  
Advisors and Standish*

The Lone Star Investment Pool Information Statement should be read carefully before investing. Investor should consider the investment objectives, risks, changes, and expenses associated with this or any security prior to investing. Investment in Lone Star Investment Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although Lone Star seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in Lone Star. For further information or for an Information Statement contact First Public at 800.558.8875. The return information is net of all current operating expenses. The return represents past performance and is no indication of future results.

*The Lone Star Investment Pool  
is endorsed by:*

**TASA**



**First Public**  
12007 Research Blvd. • Austin, Texas 78759  
800.558.8875 • [firstpublic.com](http://firstpublic.com)

**Lone Star**  
Investment Pool

Distributed by **FIRST PUBLIC**  
Member FINRA/SIPC



## Fund Performance Update

### September 30, 2020

*Comments by Mellon, Investment Manager*

The U.S. Treasury yield curve finished the month of September very little changed as long-term yields were lower by just two basis points. Equity prices fell due to political squabbling over additional stimulus, continued concerns over the pandemic and uncertainty of the strength of the economic recovery. The Federal Reserve signaled that rates would stay at the current levels through at least 2023 and reiterated that more fiscal support is needed. U.S industrial production and retail sales data continued to improve, but the pace is slowing.

The University of Michigan consumer sentiment was stronger than expectations at 78.9, which is the highest of the recovery, but well below the 101.0 reading from February. Payrolls increased by 661,000 in September. The reading was lower than expectations, but was partially offset by upward revisions to early data of 145,000. The unemployment rate fell from 8.4% to 7.9%, partially due to a decrease in participation.

#### Active Participants This Month

Schools and Colleges	569
Other Governmental	81
<b>Total</b>	<b>650</b>

## Government Overnight Fund

### Return Information

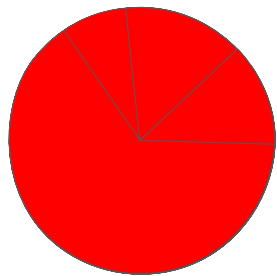
September 30, 2020

Average Monthly Return (a)	0.09%
SEC 7-day Fund Yield (b)	0.08%
Weighted Average Maturity One (c)	40 days
Weighted Average Maturity Two (c)	105 days
Portfolio Maturing beyond One Year	4%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

### Inventory Position

	Book Value	Market Value
Cash/Repo	615,044,846.44	615,044,846.44
US Treasuries	594,835,386.96	594,856,460.00
Agencies	2,257,150,205.46	2,257,681,687.02
Money Market Funds	346,329,705.10	346,329,705.10
<b>Total Assets</b>	<b>3,813,360,143.96</b>	<b>3,813,912,698.56</b>

### Investment Distribution



Agencies	59%
MM Funds	9%
Treasuries	16%
Cash/Repo	16%

(a) The return information represents the average annualized rate of return on investments for the time period referenced. Return rates reflect a partial waiver of the Lone Star Investment Pool operating expense. Past performance is no guarantee of future results.

## Corporate Overnight Fund

### Return Information

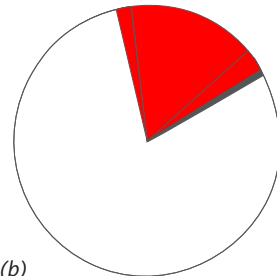
September 30, 2020

Average Monthly Return (a)	0.21%
SEC 7-day Fund Yield (b)	0.16%
Weighted Average Maturity One (c)	57 days
Weighted Average Maturity Two (c)	71 days
Portfolio Maturing beyond One Year	1%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

### Inventory Position

	Book Value	Market Value
Cash/Repo	100,043,481.46	100,043,481.46
US Treasuries	134,973,249.42	134,985,210.00
Agencies	24,994,105.20	25,042,950.00
Commercial Paper	1,919,469,137.00	1,919,734,201.39
Money Market Funds	294,137,346.66	294,197,310.66
<b>Total Assets</b>	<b>2,473,617,319.74</b>	<b>2,474,003,153.51</b>

### Investment Distribution



Commercial Paper	77%
MM Funds	12%
Cash/Repo	4%
Treasuries	6%
Agencies	1%

(b)

SEC 7-Day Yield Calculation

$$\text{Yield} = 2 \left[ \left[ \frac{a-b}{cd} + 1 \right]^{\frac{360}{d}} - 1 \right]$$

a - Dividend and interest income  
 b - Expenses accrued for the period  
 c - Average daily number of shares outstanding during the period that was entitled to dividends  
 d - Maximum offering price per share on the last day of the period

## Corporate Overnight Plus Fund

### Return Information

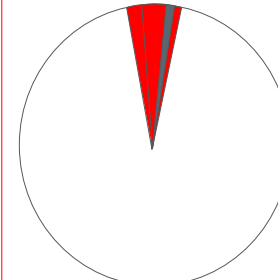
September 30, 2020

Average Monthly Return (a)	0.22%
SEC 7-day Fund Yield (b)	0.20%
Weighted Average Maturity One (c)	71 days
Weighted Average Maturity Two (c)	88 days
Portfolio Maturing beyond One Year	1%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAf/S1+

### Inventory Position

	Book Value	Market Value
Cash/Repo	45,033,697.69	45,033,697.69
US Treasuries	239,947,084.49	239,972,170.00
Agencies	69,988,210.87	70,106,720.00
Commercial Paper	4,673,993,590.23	4,674,750,482.35
Money Market Funds	204,726,017.97	204,786,029.84
<b>Total Assets</b>	<b>5,233,688,601.25</b>	<b>5,234,649,099.88</b>

### Investment Distribution



Commercial Paper	89%
MM Funds	4%
Treasuries	5%
Agencies	1%
Cash/Repo	1%

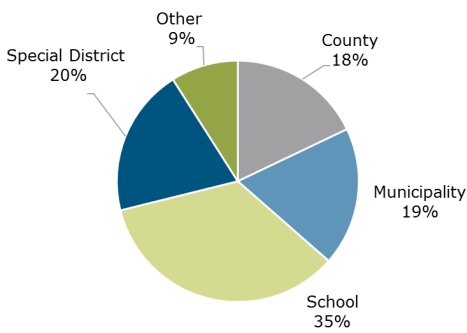
(c) The Weighted Average Maturity One calculation uses the industry standard definition of state maturity for floating rate instruments, the number of days until the next reset date. The Weighted Average Maturity Two calculation uses the final maturity of any floating rate instruments, as opined in Texas Attorney General Opinion No. JC0359.

# Texas CLASS Portfolio Characteristics

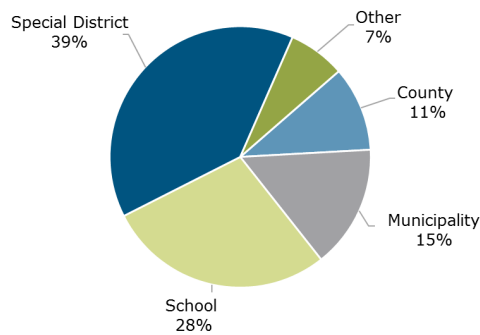
The following information is provided in accordance with Texas State Statute 2256.0016.



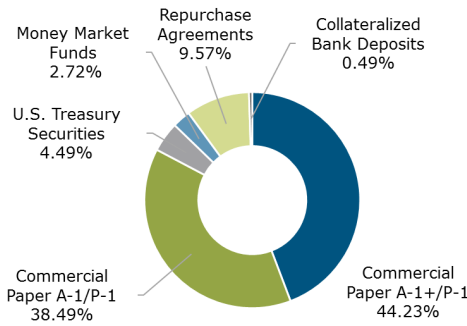
As of September 30, 2020



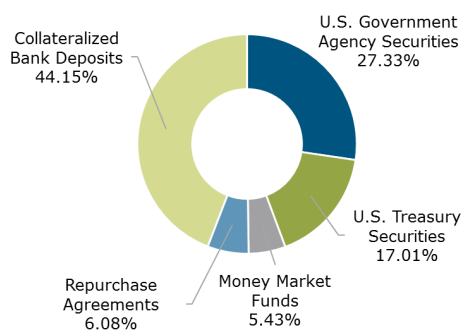
**Participant Breakdown by Balance**



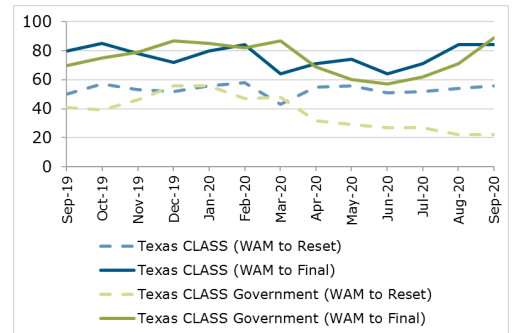
**Participant Breakdown by Entity Type**



**Texas CLASS Portfolio Breakdown**



**Texas CLASS Government Portfolio Breakdown**



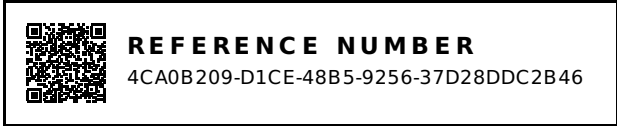
**Weighted Average Maturity (In Days)**

## Fund Highlights as of September 30, 2020 (Unaudited)

For the month of September 2020, the Program Administrator accrued fees of \$1,020,072.34 and had average shares outstanding of 13,120,528,663.20 for Texas CLASS. For Texas CLASS Government, the Program Administrator accrued fees of \$86,448.41 and had average shares outstanding of 1,171,922,837.70. The fees for both Texas CLASS and Texas CLASS Government are accrued on a daily basis by multiplying the investment property value by the applicable fee rate, and divided by 365 or 366 days in the event of a leap year. The investment property value shall be based on the current day's shares outstanding. For weekend days and holidays, the shares outstanding for the previous business day will be utilized for the calculation of fees. The applicable fee rate is located in Exhibit F of the Eighth Amended and Restated Trust Agreement. The Program Administrator reserves the right to abate fees listed in the Eighth Amended and Restated Trust Agreement. The monthly fee is the sum of all daily fee accruals for the month of August. The fees are paid monthly upon notification to the custodian bank. As of September 30, 2020 the fee for Texas CLASS was 10 basis points and the fee for Texas CLASS Government was 9 basis points.

- Both funds are rated 'AAAm' by Standard and Poor's Global Ratings.
- Net Asset Value for both funds from September 1 to September 30, 2020 is equal to \$1.00.
- The final maturity dates of all securities were less than one year.
- The custodian bank for Texas CLASS is Wells Fargo Bank.
- Total number of Participants is 817.
- There are currently no investments that have a stated maturity greater than one year.
- The portfolio managers for Texas CLASS is Neil Waud, CFA and Randy Palomba, CFA.
- All sources of payment are the underlying assets of the local government investment pool at market value.
- The Eighth Amended and Restated Trust Agreement was adopted by the Board of Trustees on April 8, 2019. You can access your copy of the Eighth Amended and Restated Trust Agreement by visiting our website at [www.texasclass.com](https://www.texasclass.com). (<https://www.texasclass.com/>)

**To view the current members of the Texas CLASS Board of Trustees and Advisory Board, please click [here](https://www.texasclass.com/boards/). (<https://www.texasclass.com/boards/>)**



**SIGNATURE CERTIFICATE**

TRANSACTION DETAILS	DOCUMENT DETAILS
<p><b>Reference Number</b> 4CA0B209-D1CE-48B5-9256-37D28DDC2B46</p> <p><b>Transaction Type</b> Signature Request</p> <p><b>Sent At</b> 10/29/2020 12:41 EDT</p> <p><b>Executed At</b> 10/30/2020 15:33 EDT</p> <p><b>Identity Method</b> email</p> <p><b>Distribution Method</b> email</p> <p><b>Signed Checksum</b> e9e9744d817b36eb7a89315fb10f82f10fce3625849b12bde6906b94250c01</p> <p><b>Signer Sequencing</b> Disabled</p> <p><b>Document Passcode</b> Disabled</p>	<p><b>Document Name</b> 1st Quarter Report - September 2020</p> <p><b>Filename</b> 1st_quarter_report_-_september_2020.pdf</p> <p><b>Pages</b> 10 pages</p> <p><b>Content Type</b> application/pdf</p> <p><b>File Size</b> 1.61 MB</p> <p><b>Original Checksum</b> 7bef01ab00bfb2861f6e4704cccc40d3f17dea3d0f1a61142f41293c358add87</p>

**SIGNERS**

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Cristina Pulley</p> <p><b>Email</b> cpulley@canutillo-isd.org</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 009ea79aa7cb45ddf28c611c09cd8bb44f378799250124580af344d0fc59198b</p> <p><b>IP Address</b> 72.179.130.105</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 9A800BF8</p>	<p><b>Viewed At</b> 10/30/2020 15:32 EDT</p> <p><b>Identity Authenticated At</b> 10/30/2020 15:33 EDT</p> <p><b>Signed At</b> 10/30/2020 15:33 EDT</p>
<p><b>Name</b> Martha Piekarski</p> <p><b>Email</b> mpiekarski@canutillo-isd.org</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 8c214db054f2c10e0cd50c52b04d4793c295724e975591aa74f8729783bdd97d</p> <p><b>IP Address</b> 75.101.254.128</p> <p><b>Device</b> Chrome via Mac</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 34B7ABB2</p>	<p><b>Viewed At</b> 10/29/2020 21:34 EDT</p> <p><b>Identity Authenticated At</b> 10/29/2020 21:37 EDT</p> <p><b>Signed At</b> 10/29/2020 21:37 EDT</p>
<p><b>Name</b> Laura Dorado</p> <p><b>Email</b> ldorado@canutillo-isd.org</p> <p><b>Components</b> 1</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> b1b1a9b5b5f51b0505b8f9df61aa25f52a5a136319bb10c1fab9d3e322a0ca1d6</p> <p><b>IP Address</b> 70.120.176.53</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 3D67C741</p>	<p><b>Viewed At</b> 10/29/2020 12:41 EDT</p> <p><b>Identity Authenticated At</b> 10/29/2020 12:41 EDT</p> <p><b>Signed At</b> 10/29/2020 12:41 EDT</p>

TIMESTAMP	AUDIT
10/29/2020 12:41 EDT	CISD Finance Department (finance@canutillo-isd.org) created document '1st_quarter_report_-_september_2020.pdf' on Chrome via Windows from 70.120.176.53.
10/29/2020 12:41 EDT	Martha Piekarski (mpiekarski@canutillo-isd.org) was emailed a link to sign.
10/29/2020 12:41 EDT	Cristina Pulley (cpulley@canutillo-isd.org) was emailed a link to sign.
10/29/2020 12:41 EDT	Laura Dorado (ldorado@canutillo-isd.org) was emailed a link to sign.
10/29/2020 12:41 EDT	Laura Dorado (ldorado@canutillo-isd.org) viewed the document on Chrome via Windows from 70.120.176.53.
10/29/2020 12:41 EDT	Laura Dorado (ldorado@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.120.176.53.
10/29/2020 12:41 EDT	Laura Dorado (ldorado@canutillo-isd.org) signed the document on Chrome via Windows from 70.120.176.53.
10/29/2020 21:34 EDT	Martha Piekarski (mpiekarski@canutillo-isd.org) viewed the document on Chrome via Mac from 75.101.254.128.
10/29/2020 21:37 EDT	Martha Piekarski (mpiekarski@canutillo-isd.org) authenticated via email on Chrome via Mac from 75.101.254.128.
10/29/2020 21:37 EDT	Martha Piekarski (mpiekarski@canutillo-isd.org) signed the document on Chrome via Mac from 75.101.254.128.
10/30/2020 15:32 EDT	Cristina Pulley (cpulley@canutillo-isd.org) viewed the document on Chrome via Windows from 72.179.130.105.
10/30/2020 15:33 EDT	Cristina Pulley (cpulley@canutillo-isd.org) authenticated via email on Chrome via Windows from 72.179.130.105.
10/30/2020 15:33 EDT	Cristina Pulley (cpulley@canutillo-isd.org) signed the document on Chrome via Windows from 72.179.130.105.

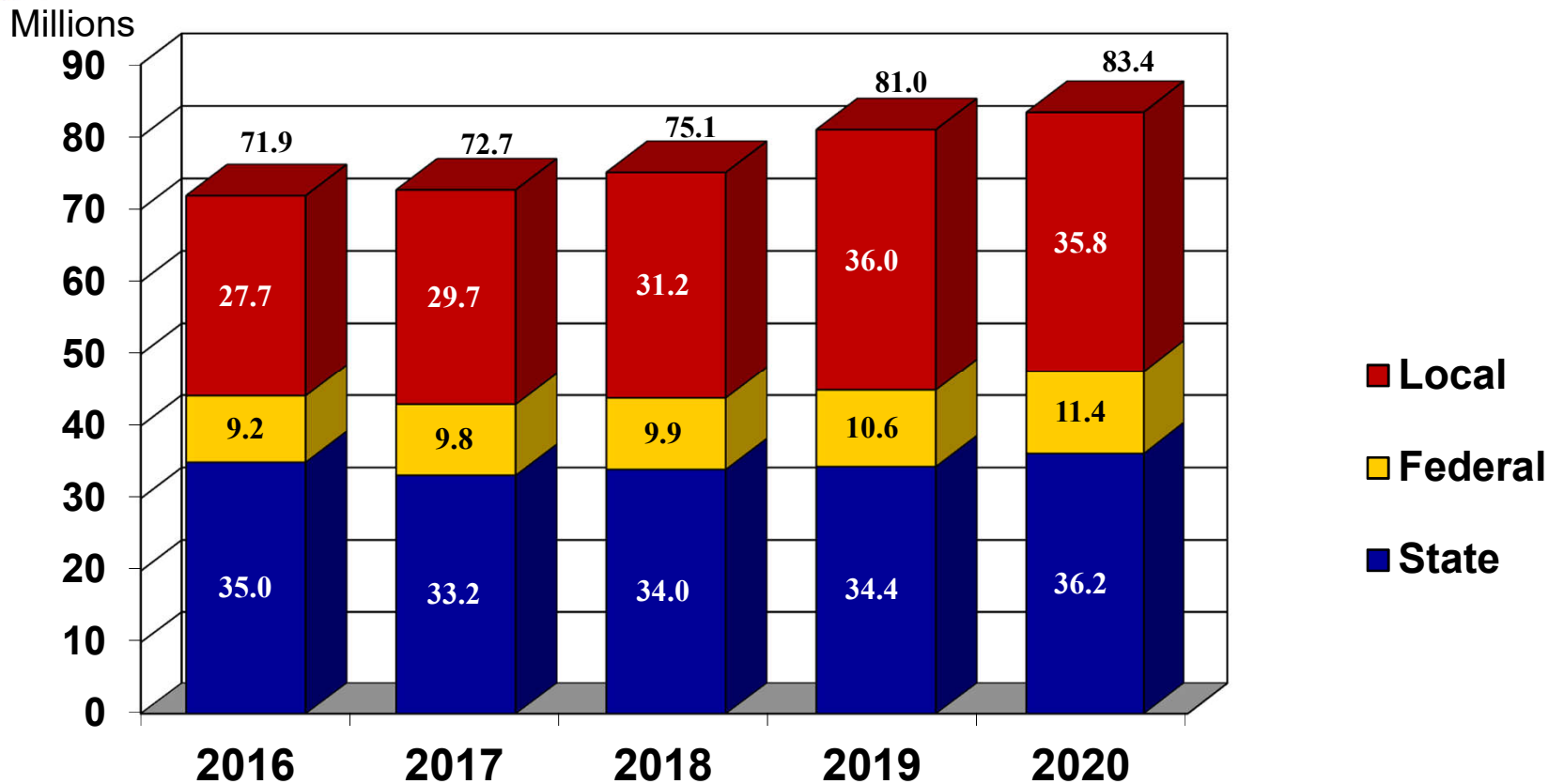
# Canutillo Independent School District



## Annual Financial Report June 30, 2020



# Canutillo Independent School District Comparison of District Revenue

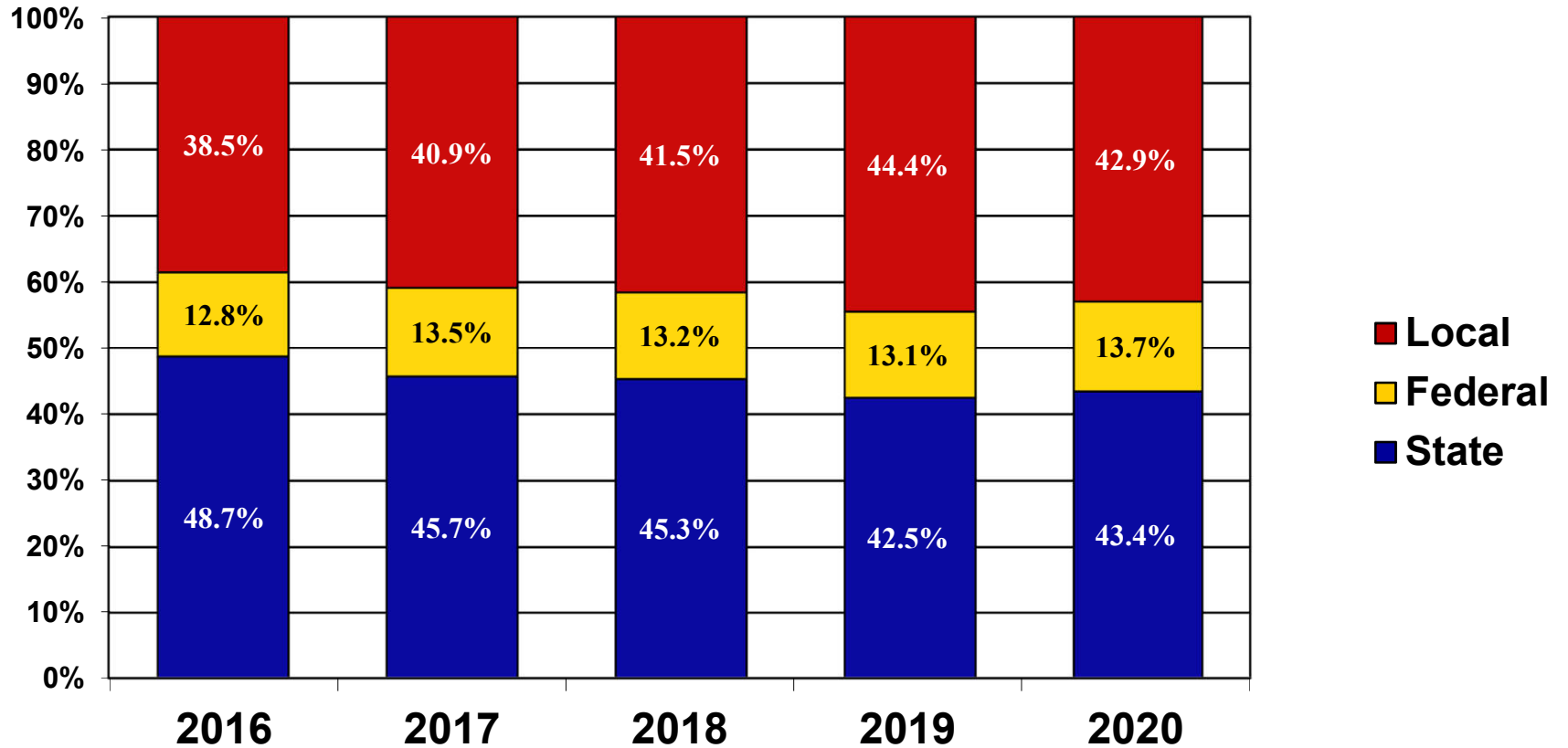


This information is based on extracts from the annual reports and is not intended to present complete financial information.



# Canutillo Independent School District

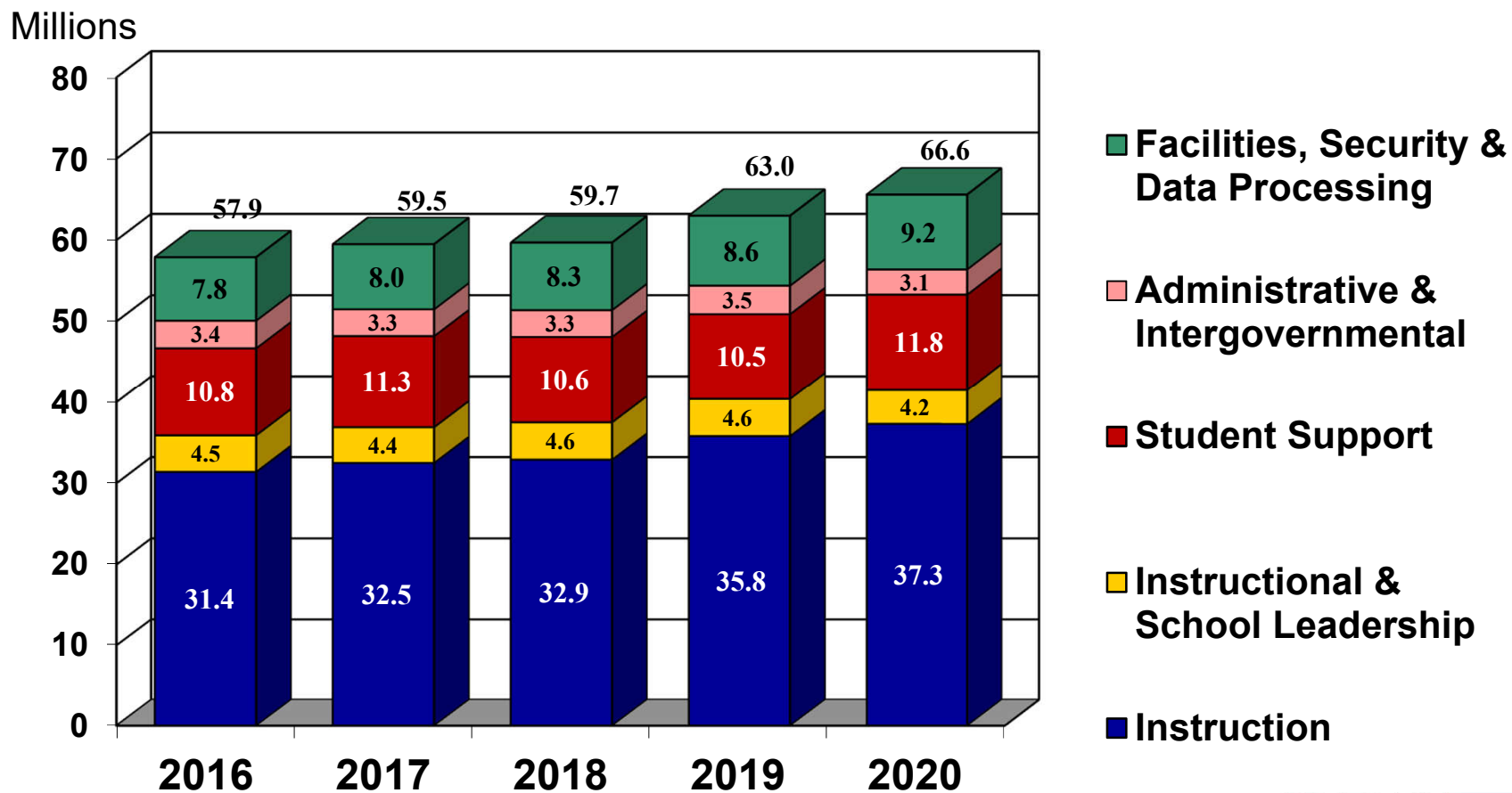
## % Comparison of District Revenue



This information is based on extracts from the annual reports and is not intended to present complete financial information.



# Canutillo Independent School District General Fund Expenditures



Graph does not include community services (61) debt service (71/72) and capital outlay (81).

This information is based on extracts from the annual reports and is not intended to present complete financial information.



# Canutillo Independent School District

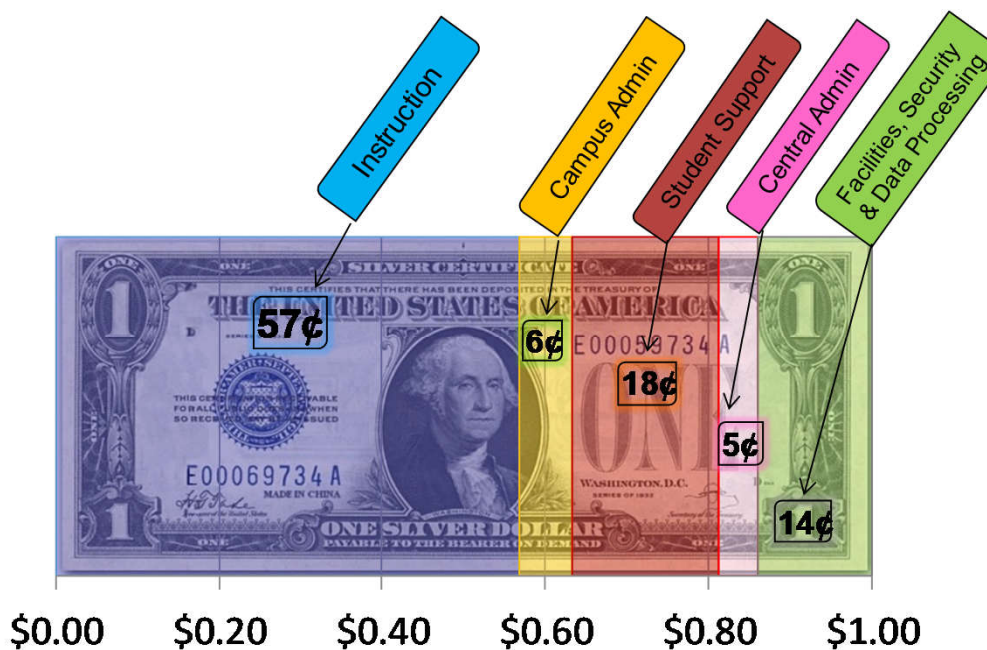
## Breakdown of Each Dollar of 2020 General Fund Expenditures

**Instruction** includes teachers & aides (salaries, benefits, training, etc) and classroom related supplies & resources.

**Campus Admin.** includes the salary, benefits, training, etc of those managing & supervising instructional staff.

**Student Support** includes counselors, social service, health service, transportation, extracurricular.

**Central Admin** includes salaries & benefits, tax collection, professional fees, insurance, election, and other costs that do not fit elsewhere.

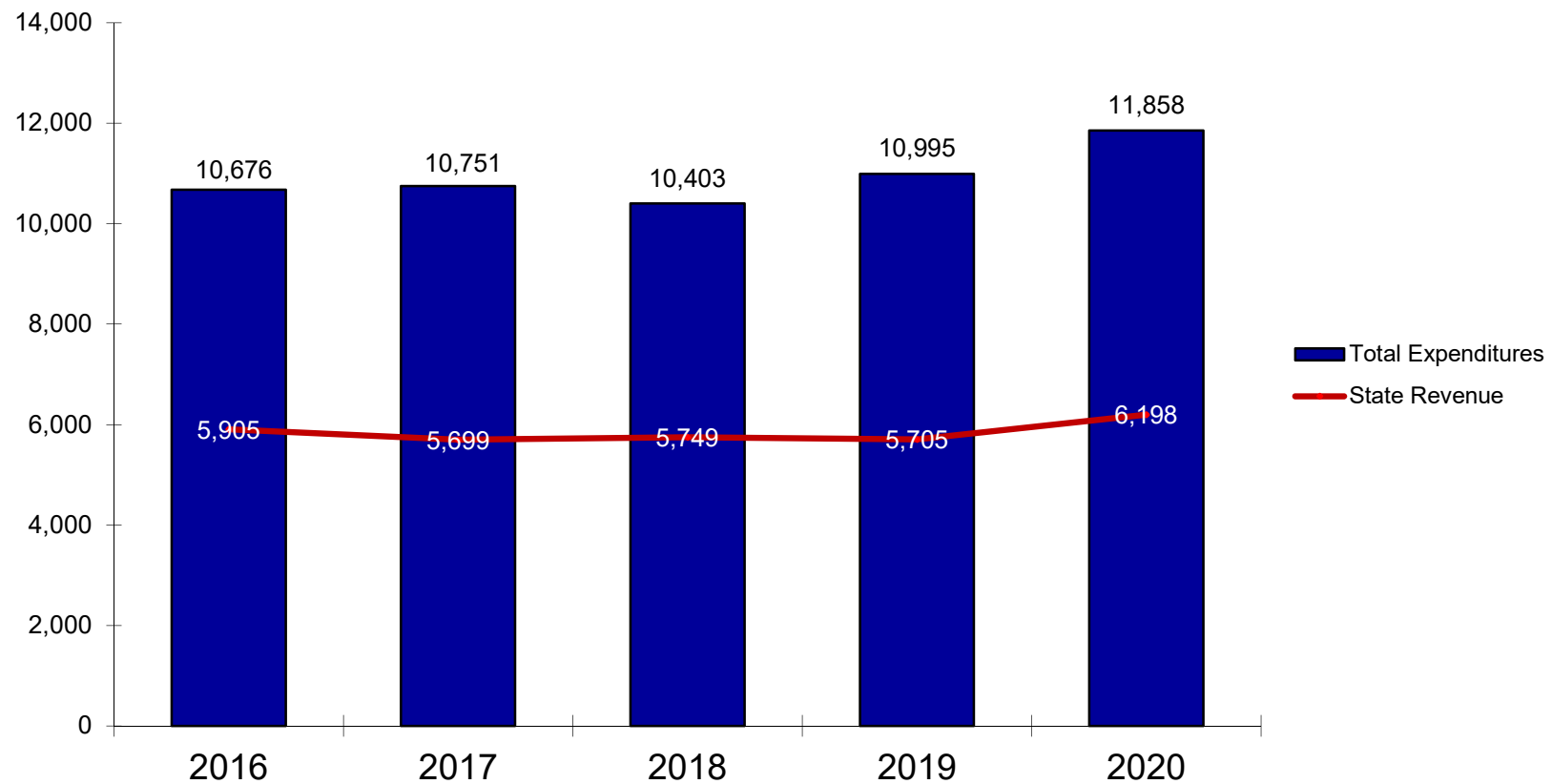


Does not include functions 61, 71, 72, 73 and 81.



# Canutillo Independent School District

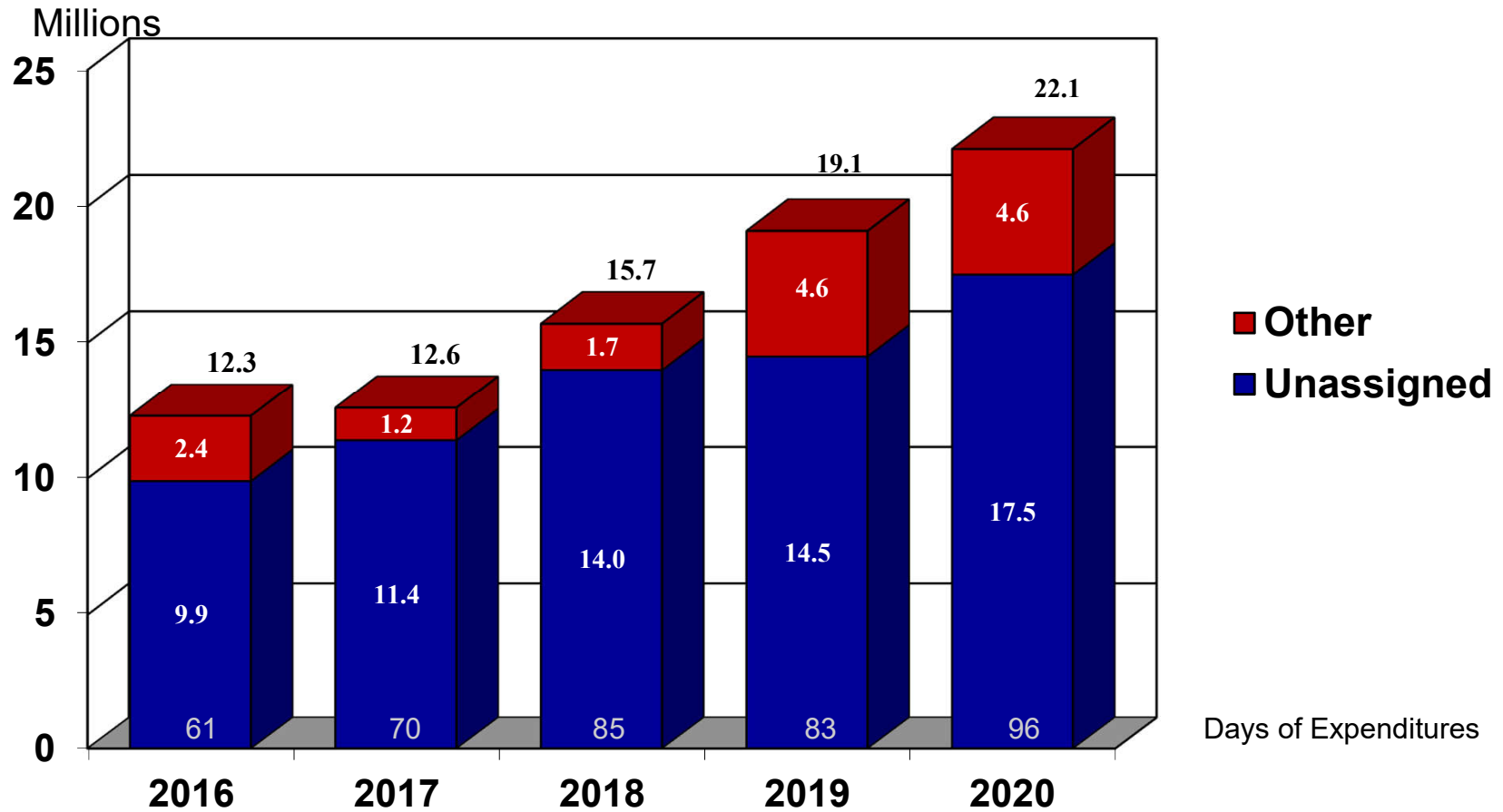
## General Fund Per Pupil Expenditures & State Revenue



This information is based on extracts from the annual reports and is not intended to present complete financial information.



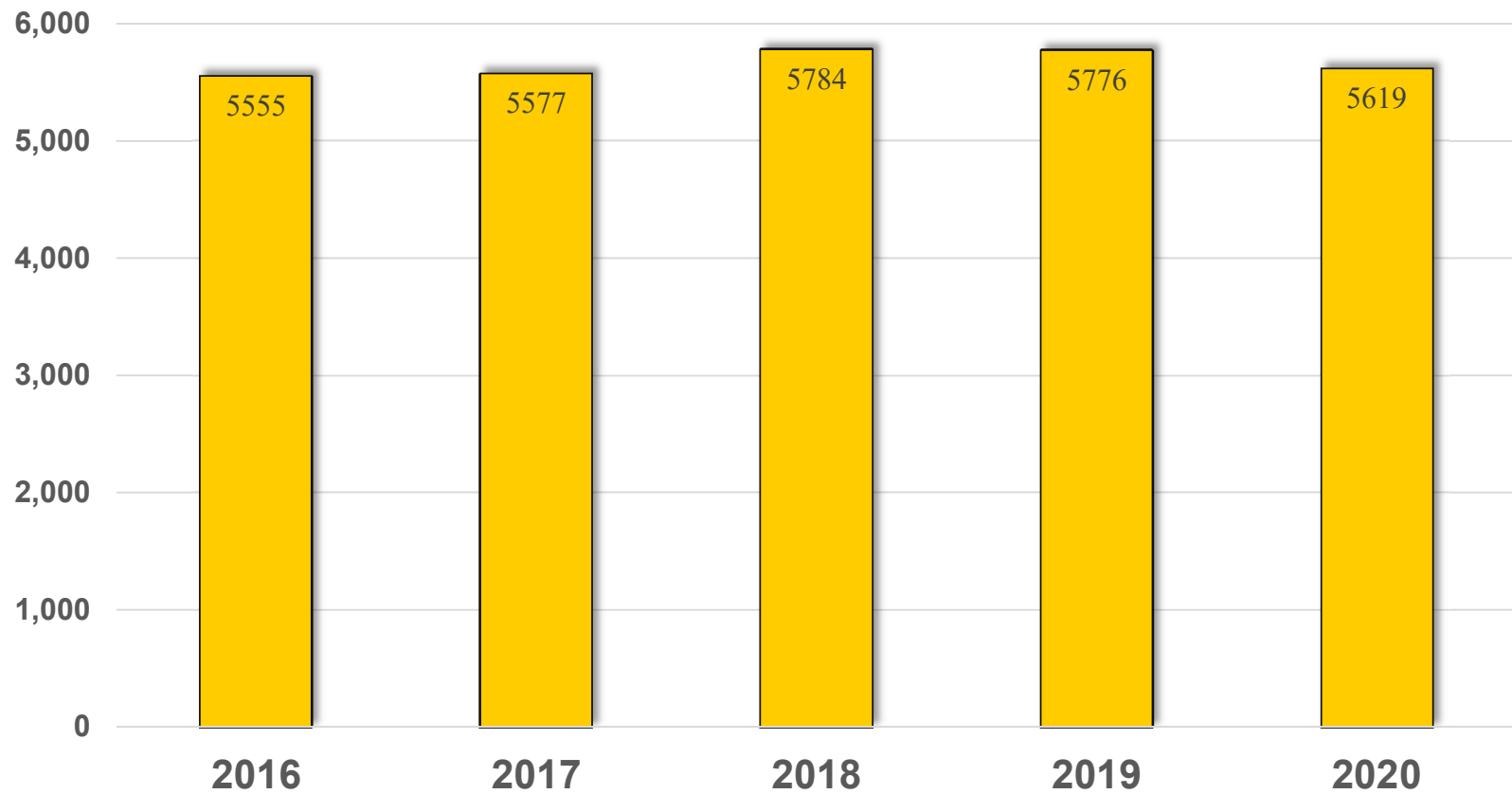
# Canutillo Independent School District General Fund Balance



This information is based on extracts from the annual reports and is not intended to present complete financial information.



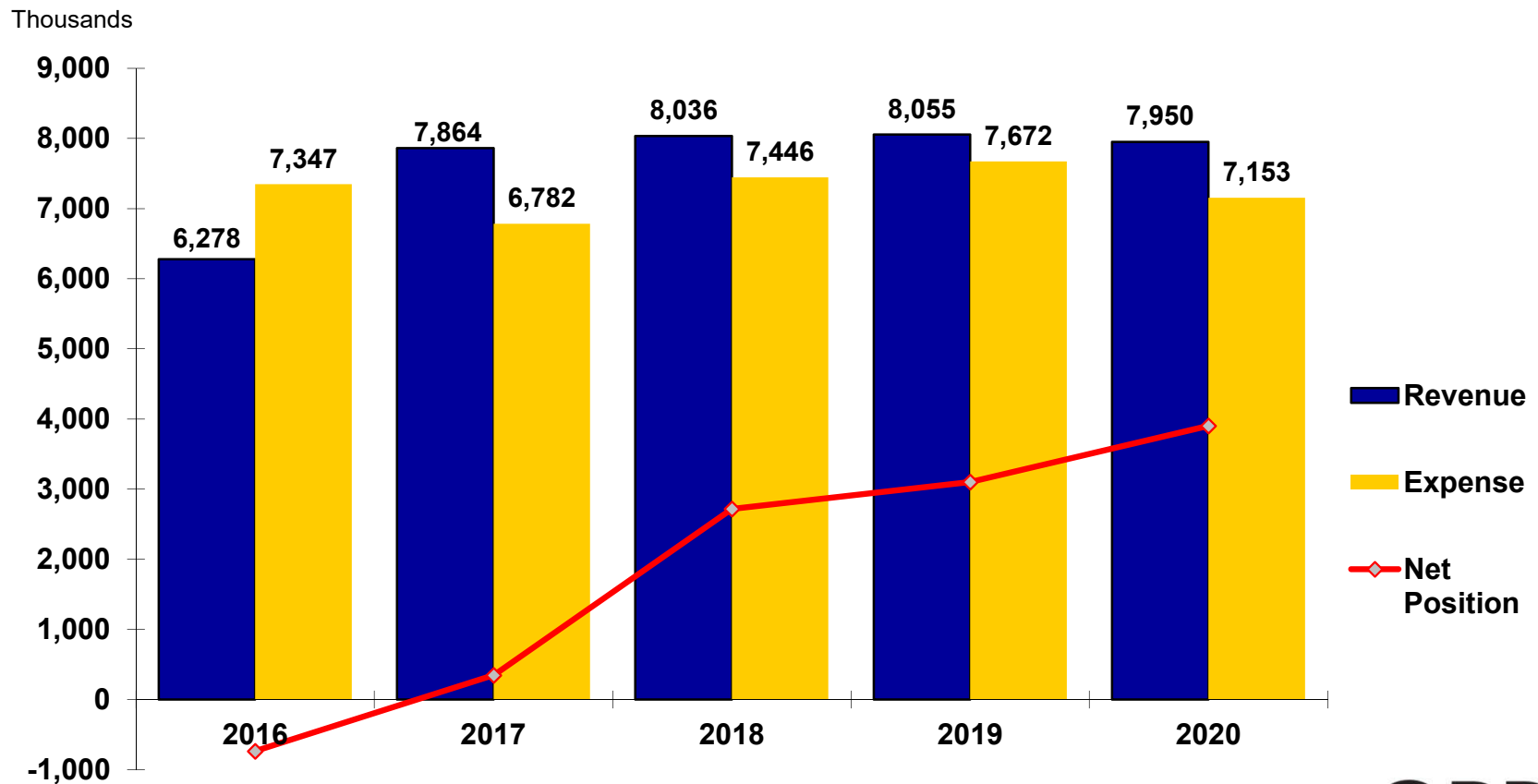
# Canutillo Independent School District Refined ADA



This information is based on extracts from the annual reports and is not intended to present complete financial information.



# Canutillo Independent School District Health Care Fund



This information is based on extracts from the annual reports, adjusted for prior period adjustments, and is not intended to present complete financial information.

## 2021 Board Meeting Timelines

Month	Board Meeting	Agenda listing & back up due dates followed by posting dates
January	Jan 26	Back up from Finance due January 12, 2021. Posting January 19, 2021.
February	Feb 23	Back up from Finance due February 09, 2021. Posting February 16, 2021.
March	March 23	Back up from Finance due March 2, 2021. Posting March 9, 2021. <i>(Spring Break from March 15-19)</i>
April	April 27	Back up from Finance due April 13, 2021. Posting April 20, 2021.
May	May 25	Back up from Finance due May 11, 2021. Posting May 18, 2021.
June	June 22	Back up from Finance due June 8, 2021. Posting June 15, 2021.
July	No meeting	No meeting
August	August 24	Back up from Finance due August 10, 2021. Posting on August 17, 2021.
September	September 28	Back up from Finance due September 14, 2021. Posting on September 21, 2021.
October	October 26	Back up from Finance due October 12, 2021. Posting on October 19, 2021.
November	November 16	Back up from Finance due November 2, 2021. Posting on November 9, 2021. <i>(Short Month)</i>
December	December 14	Back up due Finance due November 30, 2021. Posting on December 7, 2021. <i>(Short Month)</i>

# Board of Trustees

## Executive Summary of Board Agenda Item

Meeting Date: Nov 17, 2020

Subject/Title for Agenda Posting: Discussion and recommendation regarding a time extension request made by Excel Energy Group to complete the LED retrofitting project.

Justification Statement: Per the terms of the contract, "The Board of Trustees, by majority vote, is the only representative of the Owner... having the power to... amend a contract... or to agree to an extension to the date of substantial or final completion..."

Purpose of Agenda Item:  Information  Discussion  Action  
 Item Type:  Curriculum & Instruction  Human Resources  Business Services

Staff Responsible:

Bruno Vasquez

*Signature of Requester(s)*

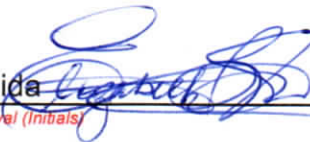
Bruno Vasquez



10/20/2020

*Signature of Presenter(s)*

Elizabeth B. Sida



10/27/2020

*Business Services Approval (Initials)*

*Date*

### Agenda Summary:

CISD entered into a contract with Excel Energy Group LLC for the installation of LED lights District-Wide. The original date of substantial completion was November 25, 2020.

As of 10/20/2020, the contractor is approximately 65 to 70% complete with the work.

The Contractor is requesting a 30-day extension to the contract, given unforeseen delays in the delivery of materials from third-parties.

This project qualifies for EP Electric's SCORE Program rebates; according to the program's representative, additional funding will be made available after December 1st, 2020 so there is a benefit to CISD in delaying the final completion date.

Approval of this change order will not increase the contract amount.

Administration recommends approving Excel Energy's request for a 30-day extension to the contract.

### RECOMMENDATION:

#### PRIOR BOARD ACTION:

Approval of Excel Energy's Proposal  
 AMOUNT(S): N/A

#### AWARDED:

06/ 23/ 2020

#### AWARDED AMOUNT:

\$ 1,426,385

#### ACCOUNT NO(S):

N/A

#### PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

Cooperative Contract Quote

#### REQUESTING DEPARTMENT:

Facilities

#### CONSEQUENCES OF NON-APPROVAL:

Rebate funding may not be available for all campuses.

#### IMPLEMENTATION TIMELINE:

Upon approval

ATTACHMENT(S):  Excel Energy request.





Bruno Vasquez &lt;brvasquez@canutillo-isd.org&gt;

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## Request for Extension of Time - CISD LED Lighting Upgrade

1 message

---

David Dale <ddale@excelenergygroup.com>  
To: Bruno Vasquez <brvasquez@canutillo-isd.org>  
Cc: Jerry Moon <jmoon@excelenergygroup.com>

Fri, Oct 9, 2020 at 11:48 AM

Bruno,

We have been making good progress on the CISD LED Lighting Upgrade. However, we have encountered a few issues outside of our control that will certainly cause us some delay. As we discussed early on in the process, some of the materials for the project have a long lead time. Due to COVID-19 the material lead times have become even longer than originally anticipated. Jerry relayed to me that he brought this issue up in his regular weekly meeting with you earlier this week. Jerry said you were understanding of the situation and requested that we file a request for extension in accordance with our contract.

So I looked back at the contract documents and I did not see an actual form to use, so I would ask that you consider this email as our official request for a thirty (30) day extension in accordance with section 8.3.1 of the contract general conditions.

If you have a specific form or some other documentation I need to follow, please point me in the correct direction and I will get that in your hands immediately.

Thanks for your help and have a great Friday!

--

David Dale  
Chief Operating Officer  
**Excel Energy Group, Inc.**  
O: (479) 331-3865  
F: (877) 456-4102  
[ddale@excelenergygroup.com](mailto:ddale@excelenergygroup.com)

# Board of Trustees

## Executive Summary of Board Agenda Item

Meeting Date: 11/17/2020

Subject/Title for Agenda Posting: Approval to purchase vehicles for the Police Safety and Security Department from Charlie Clark Nissan El Paso, utilizing cooperative contract HGACBuy VE11-20 in the amount of **\$86,000.00**

Justification Statement: The existing police vehicles are in constant need of repairs causing additional unforeseen expenses to the department.

Purpose of Agenda Item:  Information  Discussion  Action  
Item Type:  Curriculum & Instruction  Human Resources  Business Services

Staff Responsible: Carlos Carrillo

Signature of Requester(s) \_\_\_\_\_  
Carlos Carrillo 10/21/2020

Signature of Presenter(s) \_\_\_\_\_  
Elizabeth B. Sida 10/29/2020  
*Business Services Approval (Initials)* *Date*

### Agenda Summary:

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

The Police Safety and Security Department requested that quotes be obtained to purchase new vehicles for the department to replace older vehicles requiring frequent repairs due to mechanical wear. The purchasing department requested quotes from cooperative vendors, one of the approved methods under Texas Education quote 44.031, only one vendor responded. Charlie Clark Nissan El Paso is offering lifetime oil changes and full warranty on all vehicles. The quote received is for three (3) 2020 Nissan Sentra vehicles, and one (1) 2020 Rogue Sport SUV.

RECOMMENDATION: It is recommended by administration that the board approve the purchase of police vehicles from Charlie Clark Nissan El Paso, utilizing cooperative contract HGACBuy VE11-20 in the amount of **\$86,000.00**

PRIOR BOARD ACTION: No      AWARDED: N/A      AWARDED AMOUNT: N/A

AMOUNT(S): \$86,000.00

ACCOUNT NO(S):  
199.52.6631.00.922.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)  
Cooperative Contract Quotes

REQUESTING DEPARTMENT:  
Police Safety and Security Department

CONSEQUENCES OF NON-APPROVAL:  
The current vehicles are in constant need of repairs, making them unreliable and unsafe. These new vehicles will help the department operate more efficiently as well as eliminate unnecessary expenses.

IMPLEMENTATION TIMELINE:  
Upon Approval

ATTACHMENT(S): ✓ Vendor Quote



CHARLIE CLARK NISSAN EL PASO  
 6451 S DESERT BLVD  
 EL PASO, TX 79932  
 956-706-4100

CUST#: Deal Number: 427815

**RETAIL PURCHASE AGREEMENT**

Purchaser's Name(s): CANUTILLO ISD

Date: 10/21/2020

Address: 7965 ARTCRAFT EL PASO, TX 79932

County:

Telephone (1): 915-877-7755

Telephone (2):

DOB:

E-mail: D.L./State I.D.#: Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR 2020	MAKE NISSAN	MODEL SENTRA	COLOR KH3/SUPER BLAC	STOCK NO. LY264655
VIN/SERIAL NO. 3N1AB8BV3LY264655		ODOMETER READING <input type="checkbox"/> Not Accurate	SALESPERSON 7	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.</p> <p><b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Veá el dorso.</u></p> <p><input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>			CASH PRICE OF VEHICLE	19399.00
			OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker	548.00
			ETCH	299.00
			N/A	N/A
			N/A	N/A
			NITROGEN FOR LIFE	199.00
			TOTAL SELLING PRICE	20445.00
			LESS: TRADE-IN ALLOWANCE	N/A
			SUBTOTAL	20445.00
			<b>TRADE-IN VEHICLE INFORMATION</b>	
Year: N/A	Make: N/A	Model: N/A	Color: N/A	
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate	N/A		
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A			
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT				
<p><b>Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.</b></p> <p><b>*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Traducción española: Veá el dorso.</b></p>			DOCUMENTARY FEE *	149.00
			STATE INSPECTION FEE	23.75
			DEPUTY SERVICE FEE	N/A
			LICENSE FEE	153.25
			TITLE FEE	33.00
			N/A	N/A
			TOTAL DUE	22002.70
			<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt	N/A
			REBATE	1000.00
			N/A	N/A
LESS CASH DUE AT DELIVERY	N/A			
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)	21002.70			

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser \_\_\_\_\_

140

Accepted by Authorized Dealership Representative \_\_\_\_\_

Purchaser  
 DealerCAP

**Subtract Tax - CISD is Tax Exempt = \$19,804.00**

CHARLIE CLARK NISSAN EL PASO  
 6451 S DESERT BLVD  
 EL PASO, TX 79932  
 956-706-4100

CUST#: Deal Number: 427814

**RETAIL PURCHASE AGREEMENT**

Purchaser's Name(s): CANUTILLO ISD

Date: 10/21/2020

Address: 7965 ARTCRAFT EL PASO, TX 79932

County:

Telephone (1): 915-877-7755

Telephone (2):

DOB:

E-mail: D.L./State I.D.#: Issuing State: Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR 2020	MAKE NISSAN	MODEL SENTRA	COLOR KH3/SUPER BLAC	STOCK NO. LY260601
VIN/SERIAL NO. 3N1AB8BV4LY260601		ODOMETER READING <input type="checkbox"/> Not Accurate 110	SALESPERSON	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER		
<b>WARRANTY STATEMENT</b>				
We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.				
<b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Veá el dorso.</u>				
<input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.				
<b>TRADE-IN VEHICLE INFORMATION</b>				
Year: N/A	Make: N/A	Model: N/A	Color: N/A	
VIN/Serial No: N/A	Odometer Reading: <input type="checkbox"/> Not Accurate N/A			
Trade-In Allowance: N/A	Balance Owed & Lienholder: N/A			
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION				
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT				
<b>Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.</b>				
<b>*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Traducción española: Veá el dorso.</b>				
		<b>CASH PRICE OF VEHICLE</b>		19399.00
		OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker		548.00
		<b>ETCH</b>		299.00
		N/A		N/A
		N/A		N/A
		<b>NITROGEN FOR LIFE</b>		199.00
		<b>TOTAL SELLING PRICE</b>		20445.00
		LESS: TRADE-IN ALLOWANCE		N/A
		<b>SUBTOTAL</b>		20445.00
		N/A		
		<b>SALES TAX</b>		1149.94
		<b>DEALER'S INVENTORY TAX</b>		48.76
		<b>DOCUMENTARY FEE *</b>		149.00
		<b>STATE INSPECTION FEE</b>		23.75
		<b>DEPUTY SERVICE FEE</b>		N/A
		<b>LICENSE FEE</b>		153.25
		<b>TITLE FEE</b>		33.00
		N/A		N/A
		<b>TOTAL DUE</b>		22002.70
		<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt		N/A
		<b>REBATE</b>		1000.00
		N/A		N/A
		LESS CASH DUE AT DELIVERY		N/A
		<b>AMOUNT TO BE FINANCED</b> (See Paragraphs 12 and 17)		21002.70

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser

141

Accepted by Authorized Dealership Representative

**Subtract Tax - CISD is Tax Exempt = \$19,804.00**

Purchaser  
 DealerCAP

CATALOG #8963171  
 55777\*1\*CCE-FI

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CHARLIE CLARK NISSAN EL PASO  
 6451 S DESERT BLVD  
 EL PASO, TX 79932  
 956-706-4100

**RETAIL PURCHASE AGREEMENT**

CUST#: \_\_\_\_\_  
 Deal Number: 427812  
 Date: 10/21/2020  
 County: \_\_\_\_\_  
 DOB: \_\_\_\_\_

Purchaser's Name(s): CANUTILLO ISD  
 Address: 7965 ARTCRAFT EL PASO, TX 79932  
 Telephone (1): 915-877-7755 Telephone (2): \_\_\_\_\_  
 E-mail: \_\_\_\_\_ D.L./State I.D.#: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR 2020	MAKE NISSAN	MODEL SENTRA	COLOR KH3/SUPER BLAC	STOCK NO. LY260512	
VIN/SERIAL NO. 3N1AB8BV5LY260512		ODOMETER READING <input type="checkbox"/> Not Accurate 15		SALESPERSON	
THE VEHICLE IS: <input checked="" type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER			
<b>WARRANTY STATEMENT</b>					
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, not ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.</p> <p><b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Veá el dorso.</u></p> <p><input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>			CASH PRICE OF VEHICLE		19399.00
			OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker		548.00
			ETCH		299.00
			N/A		N/A
			N/A		N/A
			NITROGEN FOR LIFE		199.00
			TOTAL SELLING PRICE		20445.00
			LESS: TRADE-IN ALLOWANCE		N/A
			SUBTOTAL		20445.00
			N/A		
SALES TAX		1149.94			
DEALER'S INVENTORY TAX		48.76			
DOCUMENTARY FEE *		149.00			
STATE INSPECTION FEE		23.75			
DEPUTY SERVICE FEE		N/A			
LICENSE FEE		153.25			
TITLE FEE		33.00			
N/A		N/A			
TOTAL DUE		22002.70			
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt		N/A			
REBATE		1000.00			
N/A		N/A			
LESS CASH DUE AT DELIVERY		N/A			
AMOUNT TO BE FINANCED (See Paragraphs 12 and 17)		21002.70			

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser \_\_\_\_\_  
 Purchaser \_\_\_\_\_  
 DealerCAP

Accepted by Authorized Dealership Representative \_\_\_\_\_

Subtract Tax - CISD is Tax Exempt = \$19,804.00

CHARLIE CLARK NISSAN EL PASO  
 6451 S DESERT BLVD  
 EL PASO, TX 79932  
 956-706-4100

CUST#: 392350  
 Deal Number: 427813

**RETAIL PURCHASE AGREEMENT**

Purchaser's Name(s): CANUTILLO ISD

Date: 10/21/2020

Address: 7965 ARTCRAFT EL PASO, TX 79932

County:

Telephone (1): 915-877-7755

Telephone (2):

DOB:

E-mail:

D.L./State I.D.#:

Issuing State:

Exp. Date:

The above information has been requested so that we may verify your identity. By signing below, you represent that you are at least 18 years of age and have authority to enter into this Agreement. The Odometer Reading for the Vehicle you are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR 2020	MAKE NISSAN	MODEL Rogue Sport	COLOR	STOCK NO. LW382164	
VIN/SERIAL NO.		ODOMETER READING <input type="checkbox"/> Not Accurate	SALESPERSON		
THE VEHICLE IS: <input type="checkbox"/> NEW <input type="checkbox"/> USED		PRIOR USE DISCLOSURE: <input type="checkbox"/> DEMONSTRATOR <input type="checkbox"/> FACTORY OFFICIAL/EXECUTIVE <input type="checkbox"/> RENTAL <input type="checkbox"/> OTHER			
<b>WARRANTY STATEMENT</b>					
<p>We are selling this Vehicle to you AS-IS and we expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "USED VEHICLE LIMITED WARRANTY APPLIES" is marked below or we enter into a service contract with you at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than our Dealership are theirs, <u>not</u> ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for us any liability in connection with the sale of the Vehicle and related goods and services.</p> <p><b>CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY)</b> The information you see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. <u>Traducción española: Veá el dorso.</u></p> <p><input type="checkbox"/> Used Vehicle Limited Warranty Applies. We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.</p>			<b>CASH PRICE OF VEHICLE</b>		<b>27664.00</b>
			OPTIONAL ACCESSORIES: <input type="checkbox"/> See attached Addendum Sticker		<b>548.00</b>
			<b>ETCH</b>		<b>299.00</b>
			N/A		N/A
			N/A		N/A
			<b>NITROGEN FOR LIFE</b>		<b>199.00</b>
			<b>TOTAL SELLING PRICE</b>		<b>28710.00</b>
			LESS: TRADE-IN ALLOWANCE		N/A
			<b>SUBTOTAL</b>		<b>28710.00</b>
			<b>TRADE-IN VEHICLE INFORMATION</b>		N/A
Year:	Make:	Model:	Color:		
N/A	N/A	N/A	N/A		
VIN/Serial No:	Odometer Reading:		Color:		
N/A	<input type="checkbox"/> Not Accurate		N/A		
Trade-In Allowance:	Balance Owed & Lienholder:				
N/A	N/A				
<b>OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS</b>					
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE DELIVERY CONFIRMATION					
<input type="checkbox"/> IF BOX IS MARKED, PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT					
<b>Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.</b>			N/A		
<b>*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Traducción española: Veá el dorso.</b>			N/A		
<b>TOTAL DUE</b>		<b>30643.28</b>			
<input type="checkbox"/> DEPOSIT/ <input type="checkbox"/> DOWN PAYMENT If Deposit, see Deposit Receipt		N/A			
<b>REBATE</b>		<b>3500.00</b>			
N/A		N/A			
LESS CASH DUE AT DELIVERY		N/A			
<b>AMOUNT TO BE FINANCED</b> (See Paragraphs 12 and 17)		<b>27143.28</b>			

This Agreement and any documents which are part of this transaction or incorporated herein comprise the entire agreement affecting this Retail Purchase Agreement and no other agreement or understanding of any nature concerning the same has been made or entered into, or will be recognized. I have read all of the terms and conditions of this Agreement and agree to them as if they were printed above my signature. I further acknowledge receipt of a copy of this Agreement. This Agreement shall not become binding until signed and accepted by an Authorized Dealership Representative.

Purchaser

143

Accepted by Authorized Dealership Representative

**Subtract Tax - CISD is Tax Exempt = \$25,569.00**

Purchaser:

DealerCAP

CATALOG #8963171  
 55777\*1\*CCE-FI

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## HGACBUY – CURRENT MODEL CARS AND LIGHT TRUCKS

### Background

The H-GAC Cooperative Purchasing Program (HGACBuy) establishes contracts for a variety of products and services through competitive solicitations. Member governments are able to use the contracts to make purchases. HGACBuy received and opened seventeen bids for Current Model Cars and Light Trucks on June 18, 2020. The following companies submitted bids:

United Ford South, LLC, dba Bill Knight Ford Knight Automotive	Tulsa, OK
Caldwell Automotive Partners, LLC dba Caldwell Country Chevrolet	Caldwell, TX
Amaru Motors 3, LLC dba Charlie Clark Nissan El Paso	El Paso, TX
Chastang Enterprises Houston, LLC dba Chastang Ford	Houston, TX
Ed Morse, LLC	Dallas, TX
Grapevine DCJ, LLC	Grapevine, TX
Gunn Chevrolet, LTD	Selma, TX
Johnson-Grayson Automotive, Inc. dba Holiday Chevrolet	Whitesboro, TX
Houston Freightliner, Inc.	Houston, TX
Houston Mac Haik Dodge Jeep, LTD dba Mac Haik DCJ	Houston, TX
Lake Country Chevrolet, Inc.	Jasper, TX
Cowboy Motor Company LC dba Moore Chrysler Dodge Jeep Ram	Silsbee, TX
RRPFG, LP dba Randall Reed’s Prestige Ford	Garland, TX
Caldwell Country Ford dba Rockdale Country Ford	Rockdale, TX
Sam Pack’s Five Star Ford	Carrollton, TX
Silsbee Ford Inc.	Silsbee, TX
Donalson-Umphrey Automotive Group, Inc. dba Silsbee Toyota	Silsbee, TX

### Current Situation

This contract is a continuation of an existing contract in our portfolio, consisting of current model cars and light trucks. There are no new manufacturers. Request authorization for a contract representing the lowest responsible bidder providing best value for product items as summarized in the Award Recommendation Table, and, if applicable, to extend contract assignments to other authorized entities during the contract period. If an awarded bidder fails to execute a contract within forty-five days, fails to maintain required licenses, or is determined to be ineligible, authorization is requested to contract with the next lowest responsible bidder.

**Funding Source:** Participating local government purchasers

**Budgeted:** NA

### Action Requested

Request authorization of contracts with respondents for Current Model Cars and Light Trucks.



**COVERAGE  
SO GOOD YOU  
CAN'T PUT A  
PRICE ON IT.**

**NO COST TO YOU  
PAYS 100% PARTS & LABOR  
UNLIMITED TIME  
UNLIMITED MILEAGE  
NO DEDUCTIBLE**

**WARRANTY FOREVER**

11/11/03

**WARRANTY FOREVER!**



**charlie  
clark**  
**NISSAN**  
El Paso

## HOW IT WORKS

Simply follow the customary maintenance schedule and Warranty Forever® will pay for all repairs to the covered powertrain components of your vehicle for as long as you own it.

## WHAT IT COVERS

**ENGINE** Engine block and all internally lubricated parts\*

**TRANSMISSION** Case and all internally lubricated parts\*

**DRIVE ASSEMBLY** Front and rear drive axle housing and all internally lubricated parts\*

\*Overview of coverage, see agreement for complete details on coverage and exclusions.

TRUE PEACE OF MIND... FOREVER



**WARRANTYFOREVER.COM**

Additional automotive parts

# BENEFITS

At our dealership, we want to make your next vehicle purchase an experience worth talking about. Our Warranty Forever® program is REAL powertrain coverage, that lasts for as long as you own your vehicle. So, when we say FOREVER, we mean FOREVER!

There is no deductible. The program pays 100% of parts and labor costs anywhere in the USA! There is NO maximum mileage and NO maximum ownership term.

Buy your next vehicle with complete confidence, and never pay for repairs to the most expensive components of your vehicle. Simply complete the customary maintenance outlined in your Warranty Forever® agreement and you're covered FOREVER!

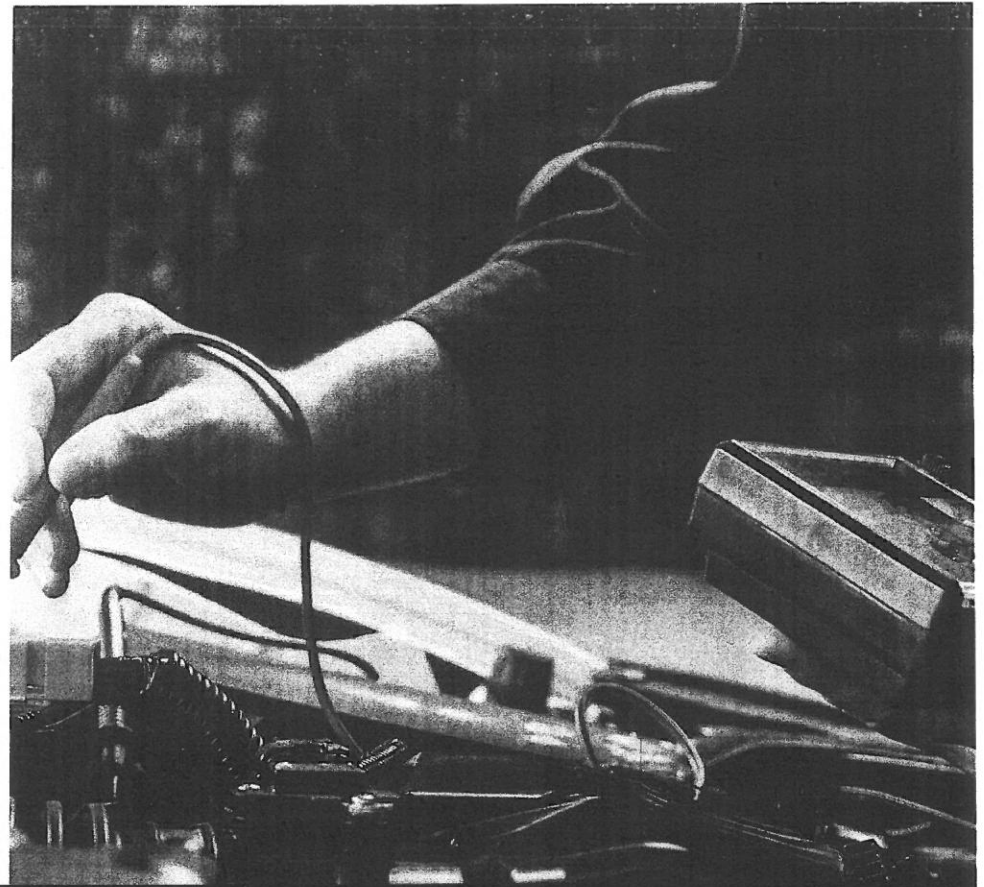
We run all of our pre-owned vehicles through a rigorous safety and mechanical inspection. Once the vehicle passes all of our inspections, only then will it receive lifetime powertrain coverage.

# MAINTAIN WITH US

As your authorized repair facility, we know the necessary services to perform, making it easier for you to keep your agreement valid.

Our ASE certified technicians give you the peace-of-mind that your vehicle is being properly serviced.

When servicing with us, there are no requirements to get prior authorization. At time of claim, we will assist with submitting service records, making the claims process efficient and easy.



# OUR GUARANTEE

If you ever have a powertrain failure that exceeds your vehicle's value, the Warranty Forever® program will pay you the full NADA retail value of your vehicle at that time, and **you keep your vehicle!**

# MAINTENANCE REQUIREMENTS

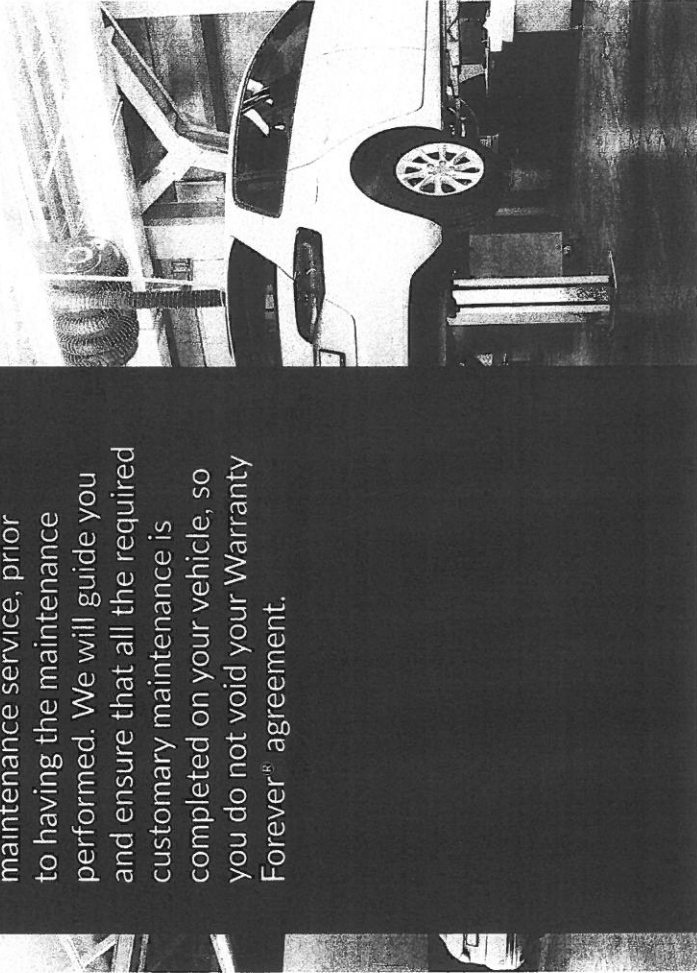
You are required to change your vehicle's engine oil, check and maintain the transmission fluid level (if applicable), top off all powertrain fluid levels and check and maintain the proper level of coolant as follows:

**Manufacturer Required Synthetic or Synthetic Blend Oil:** Every 12 months OR 10,000 miles, whichever comes first.

**Conventional Oil:** Every 6 months OR 7,500 miles, whichever comes first.

## PRE-AUTHORIZE

If you choose to service your vehicle outside of our dealership, we require you to call and pre-authorize each scheduled maintenance service, prior to having the maintenance performed. We will guide you and ensure that all the required customary maintenance is completed on your vehicle, so you do not void your Warranty Forever<sup>®</sup> agreement.



**Orale!**

Charlie Clark Nissan El Paso

**Oil Changes for Life on  
every New Vehicle  
Purchase.**

**Free Vehicle Washes**

FREE



**Orale!** OIL CHANGES FOR LIFE  
ON EVERY NEW VEHICLE PURCHASE



**Orale!** OIL CHANGES FOR LIFE  
ON EVERY NEW VEHICLE PURCHASE



**Orale!** OIL CHANGES FOR LIFE  
ON EVERY NEW VEHICLE PURCHASE



**Orale!** OIL CHANGES FOR LIFE  
ON EVERY NEW VEHICLE PURCHASE

2020-2021 POLLING PLACE AGREEMENT Between El Paso County and  
Canutillo Independent School District

**DRAFT**

**Contracting Entity (“Owner”):** Canutillo Independent School District

**Main Office Address:** 7965 Artcraft Road, El Paso, Texas 79932

THIS POLLING PLACE AGREEMENT, (the “Agreement”) is entered into and effective the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between El Paso County, Texas (the “County”), a political subdivision of the State of Texas, and Canutillo Independent School District as “Owner” (“Owner”, individually the “Party” and, collectively with the County, the “Parties”). For purposes of this Agreement, “County” will specifically include the El Paso County Elections Administrator and her designees.

Owner and County agree that Owner will provide the County space (the “Polling Place”) located within a location specified in Attachment(s) 1-10 (the “Premises”) as a location for conducting public elections on the dates and during the times shown below.

In consideration of the mutual covenants and promises in this Agreement the Parties agree as follows:

1. Election Dates: Owner shall provide a room that is specified in Attachment(s) 1 - 10, located at the Premises as a Polling Place for the 2020-2021 elections indicated below. County will have access to the Polling Place on the dates noted in the Attachment(s) by way of the Premises each designated Voting Period for the purpose of conducting local, state and national elections as needed. For purposes of this Agreement, “Voting Period” shall mean the intervals in which votes are accepted pursuant to the Texas Elections Code and shall include the early voting period and the Election Day and any other periods as specified in the accompanying Attachment(s). The Polling Place will not be used for any other purpose during this time. Polling Place closing times may be adjusted to 8:00 P.M. in the event that at 7:00 P.M. there are voters remaining in line to vote.

Any attempt to change or move the Polling Place prior to or during Voting Periods may be viewed by the public as an attempt to confuse or mislead voters. As such, Owner shall take all reasonable steps to avoid any change in location of the Polling Place. Absent an Emergency, Owner shall obtain County’s written consent prior to changing or moving the Polling Place. An “Emergency” is defined as an event beyond the reasonable control of the Owner, including electricity outage, air conditioning unit malfunction, fire, flood, riots, or war, or any other cause which could not with reasonable diligence be foreseen, controlled, or prevented by Owner.

2. Access to Premises/Polling Place: Prior to Voting Period, Owner shall provide County election workers access to the Premises and the Polling Place for delivery and storage of election equipment needed to conduct the election. Access is limited to regular County election workers and does not include access by election judges, or election clerks. Access shall be granted to the County during each Voting Period. Owner will coordinate with County on additional dates and times when County will be allowed to set up tables and chairs for election judges and clerks, electronic ballot machines, and related

## 2020-2021 POLLING PLACE AGREEMENT Between El Paso County and Canutillo Independent School District

equipment necessary to conduct the elections. Equipment delivery date(s) and approximate delivery times for the 2020-2021 elections are as specified on the Attachments(s).

- 2.1 Election equipment will be delivered to a storage area as agreed in Attachment(s) 1 - 10. County and Owner acknowledge and agree that County employees shall be solely authorized to unload, load, move, or handle election equipment located on the Premises before, during, and after the Voting Period.
3. Voting Period Access: Owner or Owner's designee and County will coordinate in advance and Owner shall provide County access to the Polling Place by means specified in Attachment(s) 1 - 10.
4. Post-Voting Period: Owner shall provide access to the Premises to the County between the hours of 8:00 A.M. and 5:00 P.M. for pick-up of the election equipment. Owner and County shall coordinate on dates for equipment pick-up by County Elections Department staff.
5. Owner Contacts: The Owner shall designate a primary, a secondary, and an emergency contact person for Voting Period to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates. Contacts shall be as designated in Attachment(s) 1 - 10.
6. County Contacts: The following persons are designated as the County's contacts to assure proper communication and access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:
  - a. Primary Contact: Vanessa Sepeda, Elections Generalist Intermediate  
Email Address (if any): vsepeda@epcounty.com  
Phone Number: (915)546-2154
  - b. Secondary Contact: Melissa Rosales, Election Information & Resource Coor.  
Email Address (if any): merosales@epcounty.com  
Phone Number: (915)546-2154
  - c. Emergency contact for Voting Period. Emergency contact will be available between 6:00 a.m. and approximately 11:00 p.m. on election day:  
Emergency Contact: Vanessa Sepeda, Elections Generalist Intermediate  
Email Address (if any): vsepeda@epcounty.com  
Phone Number: (915)546-2154
7. Polling Place Equipment: The Owner will endeavor to assist the County in providing tables and chairs for Voting Period judges and clerks. In the event Owner cannot provide the requested equipment, Owner will notify County no less than 30 days before each Voting Period.
8. Premise and Polling Place Conditions:

## 2020-2021 POLLING PLACE AGREEMENT Between El Paso County and Canutillo Independent School District

- a. Pursuant to Texas Election Code Chapter 43, the Polling Place may be located in a non-public building and any charge for its use is an election expense. The County agrees to pay to Owner an election expense of four hundred dollars (\$400.00) per election in exchange for the exclusive use of the Polling Place during the elections specified in Attachment(s) 1 – 8.
  - b. Owner will provide the Polling Place in a clean and orderly state. County will return the Polling Place in the same condition. Owner will coordinate with County to provide the Polling Place(s) with access to working electrical outlets. All electrical outlets inside the Polling Place shall be in good working order.
  - c. The parking lot or parking area at the Premises shall be clear of all obstructions which would impede voter access during Voting Period. Owner will endeavor to provide additional parking for disabled voters during Voting Period. Owner may provide temporary solutions if available.
  - d. Owner will coordinate with County to ensure that in accordance with Texas law, each Polling Place is organized to prohibit electioneering within 100 feet of entrances to the Polling Places. Owner and County will coordinate to determine the limits of the required perimeter and placement of distance markers. Owner may allow electioneering materials to be displayed on the Premises from 7:00 A.M. to 7:00 P.M. during Voting Period based on Owner's own policies and procedures provided that such displays do not conflict with Texas law.
  - e. Nothing in this Agreement imposes any duty on the County to maintain, repair, or improve the Premises or cure any premise defect of the property on which the Polling Place is located. Owner further agrees not to remove any electioneering material from the property until the election is completed. Owner understands that the organizations and persons placing the electioneering materials are responsible for their removal.
9. **Waiver.** A waiver of this Agreement, or any of its terms, shall not be valid unless the waiver is in writing and signed by the Party against which the enforcement of the waiver is sought. No failure or delay of any Party, in any one or more instances (i) in exercising any power, right or remedy under this Agreement or (ii) in insisting upon the strict performance by the other Party of such other Party's covenants, obligations or agreements under this Agreement, shall operate as a waiver, discharge or invalidation, nor shall any single or partial exercise of any right, power or remedy or insistence on strict performance, or any abandonment or discontinuance of steps to enforce such a right, power or remedy or to enforce strict performance, preclude any other or future exercise or insistence of the exercise of any other right, power or remedy.
10. **Other Services.** Nothing in this Agreement shall be deemed to create, by implication or otherwise, any duty or responsibility of either of the Parties to undertake or not to undertake any other service, or to provide or not to provide any service, except as specifically set forth in this Agreement or in a separate written instrument executed by both Parties.
11. **Governmental Immunity.** Nothing in this Agreement shall be deemed to waive, modify, or amend any legal defense available at law or in equity to either of the Parties nor to create any legal rights or claims on behalf of any third party. Neither of the Parties waives,

## 2020-2021 POLLING PLACE AGREEMENT Between El Paso County and Canutillo Independent School District

modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.

12. **Amendments and Modifications.** This Agreement may not be amended or modified except in writing and executed by both Parties to this Agreement and authorized by their respective governing bodies.
13. **Venue.** For any and all disputes arising under this Agreement, venue shall be in El Paso County, Texas.
14. **Successors and Assigns.** This Agreement shall bind and inure to the benefit of the respective Parties and their legal successors, and shall not be assignable, in whole or in part, by any Party without first obtaining the written consent of the other Party.
15. **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement, but rather this entire Agreement will be construed as if it did not contain the particular invalid or unenforceable provision(s), and the rights and obligations of the Parties shall be construed and enforced in accordance with this Agreement. The Parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is their desire and intention that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
16. **No Agency.** Neither Owner nor any employee of Owner, and neither County nor any employee of County is an agent, or employee of one another. Both County and Owner understand and agree that neither Party is responsible or liable to each other for third party actions, or any other electioneering actions.
17. **No Extension of Benefits.** This Agreement does not and shall not be construed to entitle either Party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other Party.
18. **Execution in Counterparts.** This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall be considered fully executed as of the date first written above, when both Parties have executed an identical counterpart, notwithstanding that all signatures may not appear on the same counterpart.

**DRAFT**

2020-2021 POLLING PLACE AGREEMENT Between El Paso County and  
Canutillo Independent School District

Executed in duplicate in El Paso County, Texas, this \_\_\_\_\_, day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_  
Lisa Wise  
El Paso County Elections Administrator

By: \_\_\_\_\_  
Betsy Keller  
El Paso County Chief Administrator

By: \_\_\_\_\_  
Signature of Authorized Representative  
(Signor must have legal authority to bind entity)

\_\_\_\_\_  
Printed Name of Representative

\_\_\_\_\_  
Primary Phone Number

## 2020-2021 POLLING PLACE AGREEMENT Between El Paso County and Canutillo Independent School District

### ATTACHMENT 1

- Type of Election:** December 2020 Runoff Election
- Early Voting Period #1:** Wednesday, November 25, 2020
- Hours of Voting #1:** 8:00 A.M. – 5:00 P.M.
- Early Voting Period #2:** Saturday, November 28, 2020 and Sunday, November 29, 2020
- Hours of Voting #2:** 12:00 P.M. – 5:00 P.M.
- Early Voting Period #3:** Monday, November 30, 2020 through Friday, December 4, 2020
- Hours of Voting #3:** 8:00 A.M. – 5:00 P.M.
- Early Voting Period #4:** Saturday, December 5, 2020 and Sunday, December 6, 2020
- Hours of Voting #4:** 12:00 P.M. – 5:00 P.M.
- Early Voting Period #5:** Monday, December 7, 2020 and Tuesday, December 8, 2020
- Hours of Voting #5:** 8:00 A.M. – 5:00 P.M.

The following persons are designated as the Owner’s contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District  
**Physical Polling Location:** Canutillo ISD Administration Facility  
**Physical Polling Address:** 7965 Artcraft Road, El Paso, Texas 79932

**Primary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Emergency Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above): \_\_\_\_\_ between the dates of Friday, November 20, 2020, Monday, November 23, 2020 or Tuesday, November 24, 2020 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 7:00 A.M. until 6:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**  
 \_\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.  
 \_\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**  
 \_\_\_\_\_ Owner will open Polling Place by 7:00 A.M.  
 \_\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

**DRAFT**

2020-2021 POLLING PLACE AGREEMENT Between El Paso County and  
Canutillo Independent School District

ATTACHMENT 2

**Type of Election:** December 2020 Runoff Election  
**Date of Election:** Saturday, December 12, 2020  
**Hours of Voting:** 7:00 A.M. – 7:00 P.M.

The following persons are designated as the Owner’s contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District  
**Physical Polling Location:** Congressman Silvestre & Carolina Reyes School  
**Physical Polling Address:** 7440 Northern Pass Drive, El Paso, Texas 79911

**Primary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.**

**Emergency Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above): \_\_\_\_\_ between the dates of Wednesday, December 9, 2020, Thursday, December 10, 2020, or Friday, December 11, 2020 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 6:00 A.M. until 8:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**  
\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.  
\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**  
\_\_\_\_ Owner will open Polling Place by 6:00 A.M.  
\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

## 2020-2021 POLLING PLACE AGREEMENT Between El Paso County and Canutillo Independent School District

### ATTACHMENT 3

**Type of Election:** May 2021 Uniform Election  
**Early Voting Period #1:** Monday, April 19, 2021 through Friday, April 23, 2021  
**Hours of Voting #1:** 8:00 A.M. – 5:00 P.M.  
**Early Voting Period #2:** Saturday, April 24, 2021  
**Hours of Voting #2:** 10:00 A.M. – 5:00 P.M.  
**Early Voting Period #3:** Sunday, April 25, 2021  
**Hours of Voting #3:** 12:00 P.M. – 5:00 P.M.  
**Early Voting Period #4:** Monday, April 26, 2021 and Tuesday, April 27, 2021  
**Hours of Voting #4:** 8:00 A.M. – 5:00 P.M.

The following persons are designated as the Owner’s contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District  
**Physical Polling Location:** Canutillo ISD Administration Facility  
**Physical Polling Address:** 7965 Artcraft Road, El Paso, Texas 79932

**Primary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Emergency Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above): \_\_\_\_\_ between the dates of Wednesday, April 14, 2021, Thursday, April 15, 2021 or Friday, April 16, 2021 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 7:00 A.M. until 6:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**  
 \_\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.  
 \_\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**  
 \_\_\_\_\_ Owner will open Polling Place by 7:00 A.M.  
 \_\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

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2020-2021 POLLING PLACE AGREEMENT Between El Paso County and  
Canutillo Independent School District  
ATTACHMENT 4

**Type of Election:** May 2021 Uniform Election  
**Date of Election:** Saturday, May 1, 2021  
**Hours of Voting:** 7:00 A.M. – 7:00 P.M.

The following persons are designated as the Owner’s contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District  
**Physical Polling Location:** Canutillo Middle School  
**Physical Polling Address:** 7311 Bosque Road, Canutillo, Texas 79835

**Primary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.**

**Emergency Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above): \_\_\_\_\_ between the dates of Wednesday, April 28, 2021, Thursday, April 29, 2021 or Friday, April 30, 2021 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 6:00 A.M. until 8:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**  
\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.  
\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**  
\_\_\_\_ Owner will open Polling Place by 6:00 A.M.  
\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

2020-2021 POLLING PLACE AGREEMENT Between El Paso County and  
Canutillo Independent School District  
ATTACHMENT 5

**Type of Election:** May 2021 Uniform Election  
**Date of Election:** Saturday, May 1, 2021  
**Hours of Voting:** 7:00 A.M. – 7:00 P.M.

The following persons are designated as the Owner’s contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District  
**Physical Polling Location:** Canutillo Elementary School  
**Physical Polling Address:** 651 Canutillo Avenue, Canutillo, Texas 79835

**Primary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.**

**Emergency Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above): \_\_\_\_\_ between the dates of Wednesday, April 28, 2021, Thursday, April 29, 2021 or Friday, April 30, 2021 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 6:00 A.M. until 8:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**  
\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.  
\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**  
\_\_\_\_ Owner will open Polling Place by 6:00 A.M.  
\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

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2020-2021 POLLING PLACE AGREEMENT Between El Paso County and  
Canutillo Independent School District  
ATTACHMENT 6

**Type of Election:** May 2021 Uniform Election  
**Date of Election:** Saturday, May 1, 2021  
**Hours of Voting:** 7:00 A.M. – 7:00 P.M.

The following persons are designated as the Owner’s contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District  
**Physical Polling Location:** Congressman Silvestre & Carolina Reyes School  
**Physical Polling Address:** 7440 Northern Pass Drive, El Paso, Texas 79911

**Primary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.**

**Emergency Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election Equipment will be delivered to storage area (if different from Polling Place above): \_\_\_\_\_ between the dates of Wednesday, April 28, 2021, Thursday, April 29, 2021 or Friday, April 30, 2021 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 6:00 A.M. until 8:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**  
\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.  
\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**  
\_\_\_\_ Owner will open Polling Place by 6:00 A.M.  
\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

## 2020-2021 POLLING PLACE AGREEMENT Between El Paso County and Canutillo Independent School District

### ATTACHMENT 7

**Type of Election:** **June 2021 Uniform Runoff Election**, is contingent upon the May 2021 Uniform Election results

**Early Voting Period #1:** **Tuesday, June 1, 2021 through Friday, June 4, 2021**

**Hours of Voting #1:** **8:00 A.M. – 5:00 P.M.**

**Early Voting Period #2:** **Saturday, June 5, 2021**

**Hours of Voting #2:** **10:00 A.M. – 5:00 P.M.**

**Early Voting Period #3:** **Sunday, June 6, 2021**

**Hours of Voting #3:** **12:00 P.M. – 5:00 P.M.**

**Early Voting Period #4:** **Monday, June 7, 2021 and Tuesday, June 8, 2021**

**Hours of Voting #4:** **8:00 A.M. – 5:00 P.M.**

The following persons are designated as the Owner’s contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District

**Physical Polling Location:** Canutillo ISD Administration Facility

**Physical Polling Address:** 7965 Artcraft Road, El Paso, Texas 79932

**Primary Contact & Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Emergency Contact & Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election

Equipment will be delivered to storage area (if different from Polling Place above):

\_\_\_\_\_ between the dates of Wednesday, May 26, 2021, Thursday, May 27, 2021 or Friday, May 28, 2021 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 7:00 A.M. until 6:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**

\_\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.

\_\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**

\_\_\_\_\_ Owner will open Polling Place by 7:00 A.M.

\_\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

**DRAFT**

2020-2021 POLLING PLACE AGREEMENT Between El Paso County and  
Canutillo Independent School District

**ATTACHMENT 8**

**Type of Election:** **June 2021 Uniform Runoff Election**, is contingent upon the May 2021  
Uniform Election results

**Date of Election:** **Saturday, June 12, 2021**

**Hours of Voting:** **7:00 A.M. – 7:00 P.M.**

The following persons are designated as the Owner’s contacts to assure access to the premises on the  
applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District

**Physical Polling Location:** Canutillo Middle School

**Physical Polling Address:** 7311 Bosque Road, Canutillo, Texas 79835

**Primary Contact & Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and  
approximately 11:00 P.M. on Election Day.**

**Emergency Contact & Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election

Equipment will be delivered to storage area (if different from Polling Place above):

\_\_\_\_\_ between the dates of Wednesday, June 9, 2021, Thursday, June 10, 2021 or Friday,  
June 11, 2021 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 6:00 A.M. until 8:00 P.M. each  
designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**

\_\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.

\_\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**

\_\_\_\_\_ Owner will open Polling Place by 6:00 A.M.

\_\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key,  
entry combination or other similar access to the Premises.

2020-2021 POLLING PLACE AGREEMENT Between El Paso County and  
Canutillo Independent School District  
ATTACHMENT 9

**Type of Election:** June 2021 Uniform Runoff Election, is contingent upon the May 2021  
Uniform Election results

**Date of Election:** Saturday, June 12, 2021

**Hours of Voting:** 7:00 A.M. – 7:00 P.M.

The following persons are designated as the Owner’s contacts to assure access to the premises on the  
applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District  
**Physical Polling Location:** Canutillo Elementary School  
**Physical Polling Address:** 651 Canutillo Avenue, Canutillo, Texas 79835

**Primary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

**Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and  
approximately 11:00 P.M. on Election Day.**  
**Emergency Contact & Title:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_  
**Phone Number:** \_\_\_\_\_  
**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election  
Equipment will be delivered to storage area (if different from Polling Place above):  
\_\_\_\_\_ between the dates of Wednesday, June 9, 2021, Thursday, June 10, 2021 or Friday,  
June 11, 2021 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 6:00 A.M. until 8:00 P.M. each  
designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**  
\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.  
\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**  
\_\_\_\_ Owner will open Polling Place by 6:00 A.M.  
\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key,  
entry combination or other similar access to the Premises.

## 2020-2021 POLLING PLACE AGREEMENT Between El Paso County and Canutillo Independent School District

### ATTACHMENT 10

**Type of Election:** June 2021 Uniform Runoff Election, is contingent upon the May 2021  
Uniform Election results

**Date of Election:** Saturday, June 12, 2021

**Hours of Voting:** 7:00 A.M. – 7:00 P.M.

The following persons are designated as the Owner’s contacts to assure access to the premises on the applicable equipment delivery dates, Voting Period and election equipment pick-up dates:

**Premises Entity:** Canutillo Independent School District

**Physical Polling Location:** Congressman Silvestre & Carolina Reyes School

**Physical Polling Address:** 7440 Northern Pass Drive, El Paso, Texas 79911

**Primary Contact & Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Secondary Contact & Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

**Emergency contact for Voting Period. Emergency contact will be available between 6:00 A.M. and approximately 11:00 P.M. on Election Day.**

**Emergency Contact & Title:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_

**Cell Phone Number:** \_\_\_\_\_

Owner shall provide (specify room): \_\_\_\_\_ as the Polling Place. Election

Equipment will be delivered to storage area (if different from Polling Place above):

\_\_\_\_\_ between the dates of Wednesday, June 9, 2021, Thursday, June 10, 2021 or Friday, June 11, 2021 and between the hours of 8:00 A.M. to 5:00 P.M.

County will have access to the Polling Place by way of the Premises from 6:00 A.M. until 8:00 P.M. each designated Voting Period for the purpose of conducting local, state and national elections as needed.

**Voting Period:**

\_\_\_\_\_ Owner will supply four 8 foot tables and eight chairs.

\_\_\_\_\_ Facility cannot supply tables or chairs.

**Voting Period Access:**

\_\_\_\_\_ Owner will open Polling Place by 6:00 A.M.


\_\_\_\_\_ No less than 72 hours prior to the designated Voting Period, Owner will provide County with a key, entry combination or other similar access to the Premises.

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding between Canutillo ISD and UTEP regarding the collaboration of Project ACE with Canutillo High School.

Justification Statement: Canutillo High School would like to partner with UTEP in order to create a pipeline of STEM graduates from high school to college. Monies from a grant would help purchase science lab materials and professional development for science teachers.

Purpose of Agenda Item:  Information  Discussion  Action  
Item Type:  Curriculum & Instruction  Human Resources  Business Services

Staff Responsible: Marnie Rocha and Miguel Reveles 

*Signature of Requester(s)*  
M. Rocha ; M.Reveles MRoc September 29, 2020

*Signature of Presenter(s)*  
Elizabeth B. Sida  10/27/2020  
*Business Services Approval (Initials)* *Date*

### Agenda Summary:

UTEP has recognized the need to build a pipeline in STEM from high school to college. They have applied for a grant that would provide science lab resources and teacher content professional development for high schools. Canutillo High School was selected for the program to increase numbers of CHS graduates to enter the STEM program at UTEP. The resources for the grant would help strengthen the Science Department in this goal.

RECOMMENDATION: Administration recommends that the Board approve the Memorandum of Understanding between Canutillo ISD and UTEP regarding the collaboration on Project ACE with Canutillo High School

PRIOR BOARD ACTION: None      AWARDED: NA      AWARDED AMOUNT: NA

AMOUNT(S): \$0.00

ACCOUNT NO(S): NA

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)  
Memorandum of Understanding

REQUESTING DEPARTMENT:  
Canutillo High School and Academics Division

CONSEQUENCES OF NON-APPROVAL:  
CHS would lose out on resources to buy science supplies for labs and for professional development for science teachers.

IMPLEMENTATION TIMELINE:  
Upon approval of the MOU

ATTACHMENT(S):  UTEP Memorandum of Understanding  
 Letter of Support



# MEMORANDUM OF UNDERSTANDING

## I. PURPOSE

The University of Texas at El Paso ("University"), an institution of The University of Texas System ("System") and Canutillo Independent School District ("School"), a public High School having a business address 7965 Artcraft, El Paso, TX 79932, seek to collaborate on Project ACE. This Memorandum of Understanding ("the MOU") sets forth the basic principles and guidelines under which the parties will work together to accomplish these goals.

## II. AUTHORITY

Authority for cooperation in areas of research and development, and resultant intellectual property and patents will be in accordance with the regulations and practices of the System. The governing ownership and commercialization rights of applications and products will be in accordance with U.S. patent laws and negotiated under separate written agreement.

## III. IMPLEMENTATION OF AGREEMENT

(a) In order to facilitate and enable collaboration, meetings will be held as necessary. Both the University and School will identify individuals who will be the focal point of contact to implement and coordinate the MOU.

(b) The parties shall jointly prepare and must approve all joint proposal materials (e.g., white papers, statements of work, briefing charts, etc.) and any presentations or submissions thereof will be in accordance with University policies and procedures through the Office of Research and Sponsored Projects.

(c) Implementation and performance of any specific project arising out of this MOU or resulting from a joint proposal will require a separate written agreement that will be negotiated through the Office of Research and Sponsored Projects. Such future agreement will establish project goals, schedules, cost and funding arrangements, tasks and statements of work, deliverables, and any security or other requirements of the parties related to the specific project.

(d) The University and School shall seek to resolve any dispute concerning the MOU through good-faith negotiations and discussions.

(e) Nothing in this MOU is intended nor shall be construed to create an employee/employer relationship between contracting parties. The sole interest and responsibility of the parties is to ensure that the research/services/education covered by this MOU shall be performed and rendered in a competent, efficient, and satisfactory manner.

(f) Neither party shall have the right to assign or transfer their rights to any third parties under this MOU without prior written consent of the other parties.

(g) This MOU does not confer any rights or expectations upon any person not a party to this MOU. Nor does this MOU guarantee or promise employment or continued employment to any person.

(h) Neither party shall have the authority to bind the other. The parties shall remain independent of each other at all times and no party shall act as the agent for the other party.

#### **IV. EFFECTIVE DATE**

The MOU is effective upon signature of the parties and will remain in effect unless and until terminated as provided under Article VI.

#### **V. AMENDMENTS**

The MOU may be modified or amended by written agreement among the parties hereto. Additionally, any terms or conditions involving the University and School not stated in the MOU but expressly agreed to in a future MOU signed by the authorized representatives of both parties is considered integrated into this MOU, unless expressly specified and agreed to otherwise.

#### **VI. TERMINATION**

The MOU will expire five (5) years from the date of execution unless renewed by mutual agreement of the parties. The MOU may be terminated by either party by giving thirty (30) days prior written notice to the other party. Expiration or termination would affect only pursuits of new projects under the MOU. Projects contemplated will be governed by the specific individual agreements anticipated above.

**THE UNIVERSITY OF TEXAS AT EL PASO    SCHOOL**

\_\_\_\_\_  
Dr. Roberto A. Osegueda  
Vice President for Research  
Office of Research and Sponsored Projects  
Administration Building, Room 209  
El Paso, Texas 79968

Date: \_\_\_\_\_

\_\_\_\_\_  
Date: \_\_\_\_\_



**Teresa Clapsaddle**  
Principal

**CANUTILLO HIGH SCHOOL**  
6675 South Desert Blvd.  
El Paso, TX 79932  
(915) 877-7800 / Fax (915) 877-7807

**Assistant Principals**  
David Hardison  
Julio Castillo  
Patricia Cruz  
Miguel Reveles

El Paso, Texas 79968

Dear Drs. Morera, Boland and Tinajero:

My name is Miguel Reveles, an Assistant Principal at Canutillo High School and its T-STEM Director. As an Assistant Principal, I am pleased to commit Canutillo High School to participating in the proposal "Project ACE (Action for Equity): A BUILDing SCHOLARS pipeline," which you have received for from the National Institutes of Health (NIH) and the National Institute of General Medical Sciences (NIGMS). Mr. Ernesto Villanueva will serve as the point of contact in the district and will coordinate all project activities with UTEP, called for in the proposal including recruitment and selection of project participants, engaging students in research, and college readiness activities. Mr. Miguel A. Reveles, Assistant Principal and T-STEM Director, can assist you with budgeting, data collection you may need, and other administrative tasks that may contain important student information or other financial implications.

Our school serves a student population that is vastly underrepresented in the biomedical sciences and engineering and this proposal represents a significant opportunity for teachers and students at our school. The grant will also provide our school with the opportunity to transform the training environment through targeted infrastructure and teacher development activities. Thus, we are pleased to play a key role in this grant proposal which intends to increase the number of students interested in biomedical research to become competitive applicants for fellowships like UTEP's BUILD traineeship. The grant also intends to build much needed resources to enhance student training with a focus on interdisciplinary work in biomedical and behavioral sciences such as biomedical engineering and psychology.

The district will facilitate the assessment and data collection of our students who could participate in this Project through approval from our Assistant Superintendent's office. CISD will provide the school ID numbers for students in the school participating in Project ACE; these numbers will be linked to a project ID to protect the confidentiality of the participants. The district will also facilitate the assessment of teachers who will participate in this Project. All necessary data sets required for this project will be provided to you in a timely manner in accordance to our district policy for release of student information. In addition, we know that teachers in our T-STEM program will participate in professional workshops and will evaluate those workshops for program evaluation purposes.

The proposed project and research is of critical importance to our district and to many other districts throughout Texas and U.S. We are committed to the education of all our students and we believe that our Science programs and T-STEM designation can serve as a model for increasing the success of Hispanics and large number of English Language learners in the region and in the nation as a whole in the biomedical sciences.

We thank you for your collaboration and support in this project, and we are excited for our students.

Best,

Miguel A. Reveles  
Assistant Principal  
STEM Director CHS

**CANUTILLO ISD NON DISCRIMINATION STATEMENT**

*The Canutillo Independent School District does not discriminate on the basis of race, color, national origin, gender, age or disability in its employment practices, or in providing education services, activities and programs, including technical education programs. For more information regarding the Canutillo Independent School District's policy of non-discrimination contact: Executive Director for Human Resources, (915) 877-7423, 7965 Artcraft Rd., El Paso, TX 79932.*

# Board of Trustees

Meeting Date: 11/17/2020

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Memorandum of Understanding between Oliver Foundation and the Canutillo Independent School District's Canutillo Elementary Campus

Justification Statement: This grant will encourage and influence our students at Canutillo Elementary, in grades 1-5, to be healthy and active students. This campus is 82.94% economically disadvantaged, which can put a financial strain on the families to access healthier food choices. Parents will be provided further access to health literacy to build a stronger knowledge base for their families.

Purpose of Agenda Item:  Information  Discussion  Action  
Item Type:  Curriculum & Instruction  Human Resources  Business Services

Staff Responsible: Dr. Monica Reyes & Nancy Torres  
Signature of Requester(s) \_\_\_\_\_ 11-5-2020  
Signature of Presenter(s) \_\_\_\_\_  
Elizabeth B. Sida \_\_\_\_\_ 11-5-2020  
Business Services Approval (Initials) \_\_\_\_\_ Date

Agenda Summary:  
Historically, the Oliver Foundation, a private nonprofit organization, has been a huge advocate for the prevention of childhood obesity. The Oliver Foundation Memorandum of Understanding is a grant that will fund the Choices program. As students from Canutillo Elementary receive healthy choices lessons, this MOU requires the documentation of these lessons through photos, website postings and video. Student release forms completed during online registration will be reviewed prior to release of any student photos as stated in our district policy.

RECOMMENDATION: Administration recommends that the board approve the Memorandum of Understanding between Oliver Foundation and Canutillo Independent School District for Canutillo Elementary Campus

PRIOR BOARD ACTION: No      AWARDED: N/A      AWARDED AMOUNT: \$0.00

AMOUNT(S): Grant is for \$3000.00

ACCOUNT NO(S): Pending

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)  
Memorandum of Understanding

REQUESTING DEPARTMENT: Student Support Services

CONSEQUENCES OF NON-APPROVAL: Canutillo Elementary students (1st - 5th grade) will not receive lessons in health and wellness to build stronger life skills that prevent child diabetes, obesity, and other childhood health conditions.

IMPLEMENTATION TIMELINE: 1-1-2021 through 12-31-2021

ATTACHMENT(S):  Memorandum of Understanding  
 Oliver Grant Budget Narrative



## **Oliver Foundation Memorandum of Understanding (MOU)**

**Date: October 30, 2020**

**Grantee: Canutillo Elementary**

**Grant Reference No. #10202003**

**Grant Period: 01/01/2021 – 12/31/2021**

**Grant Amount: \$3000**

**Date of Application: October 14, 2020**

**Contact Person: Nancy Torres**

### **PURPOSE**

Grant funds will be used solely for the program **Choices**.

### **BUDGET EXPENDITURES**

Grant funds shall be used only as indicated in the line items of the approved budget. Grantee must obtain advance written approval from the Foundation for disbursements deviating from the approved budget.

**Per grant requirements, the grantee understands that funds are not to be used for any of the following:**

- Contributions to capital campaigns
- Organizations that practice discrimination by race, color, creed, sex, age or national origin
- Operating deficits or retirement of debt
- Endowment programs
- Construction projects or real estate acquisitions
- Political projects of any kind
- Vehicles, such as vans or buses
- Emergency medical services equipment
- Personnel salaries

## PAYMENT

Funding will be made available within thirty (30) days upon receipt of your signed acceptance of this Memorandum of Understanding,

### Please provide the appropriate information

<b>Name:</b> Nancy Torres
<b>Check made payable to:</b> Canutillo ISD
<b>Mailing Address:</b> PO Box 100
<b>City: Canutillo</b> <b>State: TX</b> <b>Zip 79835</b>

### Oliver Foundation Participation to include:

- Grantee agrees to acknowledge the Oliver Foundation on Grantee's website, including logo and link to the website.
- Grantee agrees to allow the Oliver Foundation to post Grantee's name on Oliver Foundation website, including photos, news releases and grant programs.
- Photo opportunity with Grantee to award grant from the Foundation.
- Grantee agrees to participate in press releases, photo opportunities and to provide digital photos of the program in progress.
- As an operating foundation, foundation staff will be onsite to review and assist a minimum of three times on the progress of the grant.
- Permission to share lesson plans developed by grantee on the Foundation website.
- Foundation may provide educational resources, which the foundation has developed.

## PROGRAM EVALUATION AND REPORTING

### Mid Term Report

A copy of the program, **Choices** and plan for sustainability, narrative report and statement of expenses will be provided to the Foundation within thirty (30) days of the end of the first semester or date otherwise agreed upon. Photos and videos to be included.

### Final Report

A copy of the program **Choices**, a copy of the final budget and plan for sustainability will be provided to the Foundation, within thirty (30) days of completion of the program. Photos and videos, as required, to be included.

Any unexpended funds remaining at the end of the grant period must be immediately returned to the Foundation unless an extension of the grant period has been approved in writing by the Foundation. Funds may not be transferred to any other grant.

If this Memorandum of Understanding (MOU) correctly sets forth your understanding of the terms of this grant, please indicate your organization's agreement to such terms by signing this document, e-mailing it to Sandy Bristow, and mailing the original for our files. Processing of your payment will continue upon receipt of your acceptance.

Sandy Bristow, Program Director  
The Oliver Foundation  
5535 Memorial Dr., Suite F, #256  
Houston, TX 77007

Cell: 713-202-2973  
E-Mail: [sjbristow@oliverfoundation.org](mailto:sjbristow@oliverfoundation.org)

### GRANTEE'S ACCEPTANCE

We acknowledge that we have received, reviewed, and retained a copy of this Memorandum of Understanding dated October 30, 2020 regarding #10202003. We agree to all of the terms and conditions set forth herein and we will comply with them.

Grantee Organization: <b>Canutillo ISD</b>
Authorized Signature:
Printed Name: Dr. Pedro Galaviz
Title: Superintendent
Date: November 17, 2020
Oliver Representative:  <i>Deborah L Woehler, MS., RD., LD.</i>
Title: Executive Director
Date:

Oliver Grant

The budget line items are described as followed:

- Nasco Exchange Portions Food Replica Set- This is another set of sensory items /play food to help teach students more about portion size and carb counting. **Price: \$200.40**



LIFE/FORM

### Nasco Exchange Portions Food Replica Set

★★★★★ (No reviews yet)

[Write a Review](#)

SKU: A-104751

MPN: WA20485

AVAILABILITY: Call or Chat for Availability

TODAY'S PRICE

**\$200.40**

QUANTITY:

▼ 1 ▲

- Nasco Deluxe My Plate Cling Kit- contains 142 foods to assemble, a variety of meals to teach students major food group portions. **Price: \$68.55**



LIFE/FORM

### Nasco Deluxe MyPlate Cling Kit

★★★★★ (No reviews yet)

SKU: A-104761

MPN: WA29841

AVAILABILITY: Call or Chat for Availability

TODAY'S PRICE

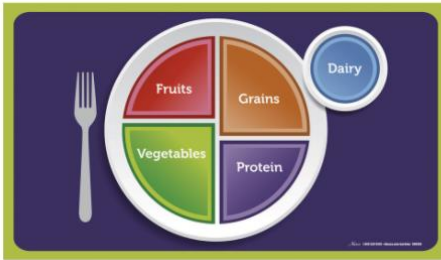
**\$68.55**

QUANTITY:

▼ 1 ▲

**Description:** A versatile nutrition teaching tool for all ages! Just cut out the food replicas printed on soft vinyl material and use them as clings on colorful MyPlate place mats. Use the clings to demonstrate appropriate intake by arranging the clings to illustrate meals. Foods stick to the place mats, but can be repositioned and used over and over again. This kit combines five of the plastic MyPlate place mats (A-105102) along with our Food Cling Set 1 (A-105133), Food Cling Set II (A-105134), and Food Cling Set III (A-104760), for a total of 142 foods to assemble a variety of meals. There are some foods in the sets that have no place on MyPlate, so participants learn that these foods should not be routinely included in their diets. A reproducible sheet includes nutrition information for each food. Also includes PolyZip Envelope.

- MyPlace Cling Place Mats- they come in a set of 5. **Price per each set is \$31.60/** Will need 5 sets which is a total of 25 place mats. The place mate shows a plate that breaks down the 5 main food groups an individual may need. **Total price will be \$158**



LIFE/FORM

### MyPlate Cling Place Mats - 19 in. x 11 in. - Set of 5

★★★★★ (No reviews yet)

[Write a Review](#)

SKU: A-105102

MPN: WA29396

AVAILABILITY: Call or Chat for Availability

TODAY'S PRICE

**\$31.60**

QUANTITY:

▼ 1 ▲

- Carb Counting TearPad- Tablet of 50 Sheets- This is a diagram of basic food students eat and demonstrates the number of carbs per food item. **Price \$16.75**



LIFE/FORM

### Carb Counting TearPad - English - Tablet of 50 Sheets

★★★★★ (No reviews yet)

[Write a Review](#)

SKU: A-104872

MPN: WA26778

AVAILABILITY: Call or Chat for Availability

TODAY'S PRICE

**\$16.75**

RETAIL PRICE

~~\$18.50~~

— You save **\$1.75**

QUANTITY:

▼ 1 ▲

- Nasco Carb counting food replica kit and(1) Tearpad- Sensory items /play food to help teach students more about portion size and carb counting. **Price \$301.70**



LIFE/FORM

## Nasco Carb Counting Food Replica Kit and TearPad

★★★★★ (1 review) Write a Review

SKU: A-104515

MPN: WA26787

AVAILABILITY: Call or Chat for Availability

TODAY'S PRICE

**\$301.70**

QUANTITY:

▼ 1 ▲

- Sneaker key chain- to motivate and encourage students to progress to the next marathon. This will be students first earned incentive once they finish their first marathon. This incentive will also be encouraging students to play more and reduce screen time. (300)  
**Price \$111.00**



- Orange socks- to motivate and encourage students to progress and complete their second marathon. This incentive will also be encouraging students to play more and reduce screen time. (300) **Price \$300**

Mens cotton compression athletic ankle socks for sports orange and blue

2-499 Pairs	500-999 Pairs	>=1000 Pairs
<b>\$1.00</b>	<b>\$0.90</b>	<b>\$0.80</b>

**\$10.00 OFF** Order more than \$1,000.00 | [Get Coupon](#)

**New Buyer Promotion**  
Up to US \$60 transaction fees waived on the first 3 orders

Size:  S  M  L  XL

Color:  \$1.00

Customization: Customized logo (Min. Order: 500 Pairs)  
Customized packaging (Min. Order: 500 Pairs) [More](#)

- Neon shoe laces- to motivate and encourage students to progress and complete their third marathon. This incentive will also be encouraging students to play more and reduce screen time. (575) **Price \$155.25**

Running & Shoes / Shoes / Shoe Care & Accessories / Shoelaces / Neon Shoe Laces

### Neon Shoe Laces

SKU #1903506 | Units per case: 288 | [View details](#)

**Price: \$77.28 / case (\$0.27 / unit)**

# of Cases:  288 units x \$0.27 = \$77.76

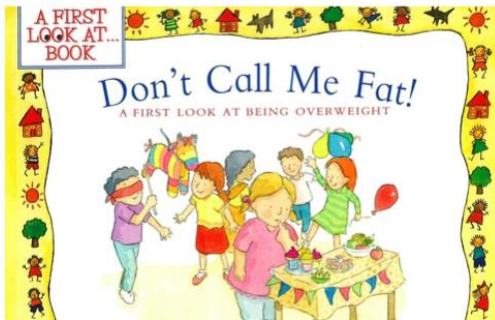
**LOG IN TO BUY**

We understand your needs

- Fruit infused water bottles- will help students have more water and less sugary beverages. This is also the final incentive for all the marathon kids. **Price \$ 1,515.80**



- Don't Call Me Fat Book-While in class students will get more exposure about the importance of eating healthy and how to be kind to themselves and others who may struggle with weight gain. **Price per book \$2.85**. Will need 6 books the **total price \$17.10**



DON'T CALL ME FAT!-A FIRST LOOK AT BEING OVERWEIGHT (PAPERBACK)

A First Look At

6 × \$2.85

PROCEED TO CHECKOUT  
 or check out with multiple addresses

Order subtotal  
**\$17.10**

Your cart contains 6 items

CONTINUE SHOPPING

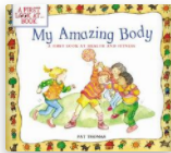
VIEW OR EDIT YOUR CART

- My Amazing Body: A First Look at Health and Fitness Book-While in class students will get more exposure about the importance of eating healthy and being active. **Price per book \$7.35**. Will need 6 books the **total price \$44.10**

Bookshop Search  [FIND A BOOKSTORE](#) [BROWSE](#) [🛒](#) [👤](#)

**\$7,113,879.29** raised for local bookstores

**CHECKOUT (TOTAL: \$44.10)**

Item	Qty	Price
 <p><b>My Amazing Body: A First Look at Health and Fitness</b>            Pat Thomas, Lesley Harker            Paperback</p> <p><b>BACKORDER (TEMPORARILY OUT OF STOCK)</b></p>	6	<b>\$7.99</b> \$7.35
<b>Total:</b>		<b>\$44.10</b>

- Dole 5 a day curriculum- What this curriculum does is expose our student to different types of vegetables and fruits by providing fun coloring pages of the different foods, along with a short fun personified biography of each fruit or vegetable. Which will help our students understand how to properly choose 5-a-day serving of fruit and vegetables. We will be creating a total of 12 physical curriculums for each of our 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> grade teachers at Canutillo Elementary.

**Total price \$111.35**



#### In-Kind

- Printing/ink
- Coordinated School Health Facilitator
- Social Work Intern
- Physical Educator
- Teachers

**Please describe the program and projected outcomes that you anticipate being able to achieve with this grant.**

Historically the Oliver Foundation has been a huge advocate for the prevention of childhood obesity. With this grant we are wanting to encourage and influence our students at Canutillo Elementary to be healthy and active students. This campus is 82.94% economically disadvantaged, which puts a strain on the families to access healthier food choices. Also, in 2018 Canutillo Elementary provided data through the Fitness Summary Program and through this data the program categorized students as HFI- healthy fitness zone, NI- needs improvement, and NI-HR- needs improvement- health risk. With this data we focused on student's BMI scores and how they were categorized through the fitness program. In 2018, about 257 students participated

and of those students 121 were categorized as needs improvement and health risk for BMI. That means of our students about 47% are not reaching a healthy fitness zone. It is because of this data why the Canutillo Independent School district would love to take part in this movement by implementing fun and innovative ways of teaching our elementary school children about how to eat healthy. Our plan of being innovative and fun is by purchasing realistic play food, Myplate cling place mats, and the Nasco carb counting food replica kit through the Anatomy Warehouse. With the play food and the Myplate clings place mats the students will have a physical representation of portion sizes for each of the main food groups. The Myplate cling place mats display the sections of fruits, vegetables, protein, grains and also dairy which are the 5 main food groups. With the play food and Myplate cling place mats being utilized as teaching materials students will be able to choose 5-A-Day serving fruit and vegetables and choose 3-a-day serving of low-fat dairy products and learn how to serve a smart portion size on their own. With the purchase of the Nasco carb counting food replica kit students will learn how to count carbs and understand the proper carb intake. This will also provide a perfect opportunity to teach our student the differences between the three types of carbohydrates such as sugars, starches, and fibers, which are usually categorized as simple or complex carbohydrates. These teaching materials will be implemented within our campus through our physical education staff for Wellness Wednesday. Physical education teachers will have a multitude of variations on how to teach their students. They will have realistic play food sets to help students visualize portion sizes, they will also have the carb counting tear pad that will teach students the importance of carb counting, but also teach them the fundamentals of how to count carbs. Along with those items Canutillo Elementary will also have the Myplate cling kit which is another visual/ sensory tool to help student learn the different food groups and how much they should be eating within each category. By having these visual and sensory items students will be able to opt for healthy snacks and know how to enjoy a healthy breakfast. To further enhance our student's knowledge about healthy food we have decided to incorporate the curriculum of Dole 5 a day. What this curriculum does is expose our student to different types of vegetables and fruits by providing fun coloring pages of the different foods, along with a short fun personified biography of each fruit or vegetable. The curriculum also includes cross word puzzles along with fun facts about the specific fruit or vegetable they are reviewing for that day. The curriculum will be used by home room teachers within Canutillo Elementary. Due to the current pandemic our campus has remodified how lunch time is done. Pre pandemic students had lunch in the lunch room but due to the need for social distancing our campus has adapted to having breakfast and lunch within the class rooms. With the Dole 5 a day curriculum teacher can spend 5 to 10 minutes discussing with students the different fruit or vegetables for that day. Teachers will have the autonomy to discuss the curriculum with their students or allow the curriculum to be student lead. Teachers also can discuss the different fruit and vegetables based on what is served for lunch that day so that the students are able to piece together what they actually eat on a day to day basis. Along with the Dole 5 a day curriculum we plan to purchase two books: Don't Call Me Fat: A First Look at Being Overweight and My Amazing Body: A First Look at Health and Fitness. These books will be utilized by teachers to further expose our students to the importance of making healthy decisions and the importance of stigma and name calling for those that may be over weight. Not only do we want to teach our students with sensory items about how to be healthy, we also want to promote health literacy. At Canutillo Elementary our school has partnered up with Marathon Kids. Marathon kids is an innovative and fun way to keep students active and in fitness. The program encourages students to run up to four marathons at their own pace. Our Coach Martin Carrillo has been running this program at Canutillo Elementary for about six years. He started in 2015, with about 150 students on scholarships of \$15 per students. Within the first five years he has encouraged and motivated over 850 students. In the past Marathon Kids would provide incentives, but because they have developed a free app that helps all students to participate in the program and keep track of their miles, the incentives no longer exist. Over the past five years Coach Carrillo has only received in total of \$11,900 for incentives. This is where

the Oliver grant would come into play! With this grant we are planning to provide students with knowledge on healthy behaviors and get incentives for each of the four marathons each student completes. Our plan is to get fruit infused water bottles as an incentive. The water bottles will help students have more water and less sugary beverages, especially during this pandemic when water fountains are closed. While supporting Marathon Kids, we will use the Oliver Grant's mission of motivating our students to increase their active play, thus decreasing their screen time. Also, Marathon Kids is a great way for our students to stay active in such distressing times due to Covid-19 and having to maintain social distancing. Marathon Kids also states that if a student does any rigorous activity for at least 20 minutes it will count as an official mile! Our goal is to continue to support our students active play and to also grow the program to include first through fifth graders, about 500 students. Prior to this year the program only included those students on scholarship, about 150-250 students. The incentive we plan to get for our Marathon Kids include a sneaker key chain for the first marathon that is ran. For the second one they will receive Canutillo orange socks. For the third marathon the student will receive fun neon colored shoes laces. As the grand prize for completing all four marathons the students will receive an orange fruit infused water bottle.



# ACADEMIC LANGUAGE SERVICES

## CANUTILLO A Premier District

TO: Dr. Pedro Galaviz  
Superintendent

CC: Marnie Rocha  
Associate Superintendent

FROM: Ma. Elva Silva  
Academic Language Services, Director

RE: Required Report – Bilingual Education / ESL Student Counts

DATE: November 6, 2020

The Canutillo ISD Board Policy guidelines require the reporting of the number of students who are identified as English Learner (EL).

EHBE

(LEGAL)

SPECIAL POPULATIONS: BILINGUAL EDUCATION / ESL

**STUDENT COUNTS:** Within four weeks of the beginning of the school, the LPAC shall determine and report to the Board, the number of EL students at each campus and shall classify each student accordingly to the language(s) in which the student possesses primary proficiency. The Board shall report that information to TEA before November 1<sup>st</sup> each year. (Education Code 29.053 (b)).

The Director of Academic Language Services will present to the CISD Board of Trustees the required report of EL student counts and Comparison Table from 2019-20 to 2020-2021.

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Street Address:  
7965 Artcraft Rd.  
El Paso, TX 79932

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

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P: (915) 877-7435  
F: (915) 877-7528  
[canutillo-isd.org](http://canutillo-isd.org)

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division:  
(915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.

CAMPUS			PK		KINDER		1 <sup>ST</sup>		2 <sup>ND</sup>		3 <sup>RD</sup>		4 <sup>TH</sup>		5 <sup>TH</sup>		TOTAL	
			2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021
101	CES	CANUTILLO Elem Sch	30	14	45	32	40	49	46	37	32	36	45	33	41	40	279	241
102	DDE	DAVENPORT Elem Sch	10	6	25	17	23	22	27	22	23	27	21	26	30	20	159	140
103	JDE	DAMIAN Elem Sch	24	15	25	32	23	23	33	26	37	34	24	31	31	247	197	185
104	BCE	CHILDRESS Elem Sch	17	13	24	18	12	28	20	13	23	18	23	22	26	22	145	134
105	GES	GARCIA Elem Sch	11	16	14	17	22	16	28	24	22	30	25	23	22	27	144	153
106	RES	REYES Elem Sch	20	18	35	32	26	41	36	31	35	35	32	37	12	27	193	221
<b>ELEMENTARY TOTALS</b>			112	82	168	148	146	179	190	153	172	180	170	172	162	383	1117	1074

CAMPUS			6 <sup>TH</sup>		7 <sup>TH</sup>		8 <sup>TH</sup>		9 <sup>TH</sup>		10 <sup>TH</sup>		11 <sup>TH</sup>		12 <sup>TH</sup>		TOTAL	
			2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021	2020	2021
041	CMS	CANUTILLO Middle Sch	66	65	56	71	58	54									180	190
042	AMS	ALDERETE Middle Sch	95	76	75	87	85	79									255	242
001	CHS	CANUTILLO High Sch							119	116	108	107	76	74	68	65	371	362
003	NWECHS	NOWTHWEST EARLY COLLEGE High Sch							15	20	4	12	4	9	0	4	23	45
<b>SECONDARY TOTALS</b>			161	141	131	158	143	133	134	136	112	119	80	83	68	69	829	839

184

**DISTRICT TOTALS**

1946 1913

# Board of Trustees

## Executive Summary of Board Agenda Item

Meeting Date: September 2020

Subject/Title for Agenda Posting:

### Discussion and recommendation of TASB Policy Update 115

Justification Statement:

To update legal and local policies online through Update 115

Purpose of Agenda Item:

Information  Discussion  Action

Item Type:

Curriculum & Instruction  HumanResources  Business Services

Staff Responsible:

*Martha Carrasco*  
Signature of Requester(s)

**Chief Human Resources Officer**

*Martha Carrasco*  
Signature of Presenter(s)

**Chief Human Resources Officer**

Business Services Approval (initials)

Date

#### Agenda Summary:

Update 115 focuses on updating and reorganizing several policies in the FFE series of the policy manual addressing student welfare. FFEA continues to focus on counseling, and a new code, FFEB, focuses on mental health provisions. Several policies have been revised to incorporate the new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment. In addition to these changes, Update 115 includes several other policies affected by legislation from the 86th Legislative Session that were not included in Update 114 and incorporates numerous changes from revised Administrative Code rules.

Local Policies affected **DED, DIA, DMD, EI, FB, FD, FEB, FFH, FFH, FMF, FNG, GF.**

#### RECOMMENDATION:

**That Update 115 goes through 1<sup>st</sup> reading and 2<sup>nd</sup> reading, respectively.**

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

N/A

ACCOUNT NO(S):

N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

N/A

REQUESTING DEPARTMENT:

**Human Resources Division**

CONSEQUENCES OF NON-APPROVAL:

**Online Policy will not be current**

IMPLEMENTATION TIMELINE:

2020-2021 School Year; 1<sup>st</sup> and 2<sup>nd</sup> readings required.

ATTACHMENT(S):

- **Vantage points & Policy Comparison Packet.**



# Vantage Points

## A Board Member's Guide to Update 115

**Please note:** *Vantage Points* is an executive summary, prepared specifically for board members, of the local policies included in the update. The topic-by-topic outline and brief descriptions focus on key issues to help local officials understand changes found in the policies.

**The description of local policy changes in *Vantage Points* is highly summarized. Please pay careful attention to the more detailed, district-specific Explanatory Notes and the policies in your localized update packet.**

For questions, contact Policy Service at [policy.service@tasb.org](mailto:policy.service@tasb.org), call us at 800-580-7529, or visit our website at [policy.tasb.org](http://policy.tasb.org).

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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Update 115 focuses on updating and reorganizing several policies in the FFE series of the policy manual addressing student welfare. FFEA continues to focus on counseling, and a new code, FFEB, focuses on mental health provisions.

Several policies have been revised to incorporate the new Title IX regulations, effective August 14, 2020, which define sexual harassment under Title IX and establish detailed procedures for how districts must respond to notice or allegations of sexual harassment.

In addition to these changes, Update 115 includes several other policies affected by legislation from the 86th Legislative Session that were not included in Update 114 and incorporates numerous changes from revised Administrative Code rules.

**We strongly encourage you to review the Explanatory Notes contained in your district's update packet for information specific to your local policies and background on changes to the legal policies. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

## **Section B—Local Governance**

### **Board Policy**

A revision to **BF(LOCAL)** addressing board policy adoption clarifies that a district's legally referenced policies are not adopted by the board. The (LEGAL) policies provide information on current law and context for the district's (LOCAL) policies.

## **Section D—Personnel**

### **Compensation and Benefits**

For districts that provide paid vacation and holiday benefits, recommended revisions to **DED(LOCAL)** address the board's authorization of these programs, including which employees are eligible for the benefits. Administrative procedures are recommended to address the details of these programs to promote consistent, effective implementation and prevent conflict between policy and administrative procedures.

### **Discrimination, Harassment, and Retaliation**

Revisions to **DIA(LOCAL)** incorporate the recent United States Supreme Court decision *Bostock v. Clayton County, Georgia*, which held that an adverse employment action against an employee on the basis of homosexuality or transgender status violates Title VII's prohibition on sex discrimination in employment. As a result, the policy clarifies that discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.

Other revisions address the new Title IX regulations and:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;

- Indicate that the district will follow the district’s existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and
- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

**Section E—  
Instruction**

**Academic  
Achievement**

Revised Administrative Code rules prompted revisions to **EI(LOCAL)** on academic achievement. Provisions on partial credit reflect new terminology from the rules regarding awarding of credit proportionately when a student receives a passing grade in “half” of a course, rather than per “semester.”

To provide flexibility, Policy Service recommends deletion of the statement in most districts’ policies that a student shall be required to retake only the portion of the course with a failing grade. There are various methods for a student to earn credit for the failed part of a course, and board policy is not required to specify which particular method may be used.

For those districts that did not have existing provisions on awarding course credit proportionately to a student who successfully completes only half a course, provisions have been recommended for the district’s consideration. **This is optional text; contact the district’s policy consultant if the district does not wish to include it.**

Some districts’ local policies included provisions on late enrollment or withdrawal of mobile students. To avoid conflict with new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care, which are addressed in **FD(LOCAL)**, below, Policy Service recommends deleting these provisions from **EI(LOCAL)**. Any specific practices in this area will need to align with the new rules and could be included in administrative procedures.

## **Section F— Students**

### **Admissions**

As mentioned above, recommended changes to **FD(LOCAL)** on admissions are based on new Administrative Code rules addressing transition assistance for highly mobile students who are homeless or in substitute care. The rules require districts to adopt local policy to assist with awarding credit to these students for a course that was earned prior to the student enrolling in or transferring to the district.

### **Attendance Accounting**

Recommended revisions to **FEB(LOCAL)** on attendance accounting are to address amended Administrative Code rules. The rules remove the reference to taking attendance during the second or fifth instructional hour and specify that attendance shall be determined at the official attendance-taking time during the campus's instructional day. The recommended policy text assigns to the superintendent the responsibility of designating the district's official attendance-taking time. Note that there is no requirement to include the official attendance-taking time in policy; it may be designated in district procedures.

### **Child Abuse and Neglect**

**FFG(LOCAL)** on child abuse and neglect has been significantly revised to comply with amended Administrative Code rules.

Recommended text is included to provide the required policy addressing sexual abuse, trafficking, and other maltreatment of children that must be included in the district improvement plan and the student handbook.

The rules also revise the elements of the required child abuse and neglect reporting policy. To ensure all the policy elements are addressed in board-adopted local policy, we have revised and moved provisions from **FFG(EXHIBIT)** into the local policy and recommend deletion of the exhibit.

### **Discrimination, Harassment, and Retaliation**

Revisions to **FFH(LOCAL)** address the new Title IX regulations and are similar to those made at **DIA(LOCAL)**, above. The **FFH(LOCAL)** revisions:

- Include sexual harassment as defined by Title IX in the definition of prohibited conduct and clarify employee reporting requirements;
- Indicate that the district will follow the district's existing investigation process to address allegations of prohibited conduct that would not meet the Title IX definition of sexual harassment;
- Add specific provisions outlining the legally required district response when the district receives notice or an allegation of conduct that could meet the definition of sexual harassment under Title IX;
- Add a requirement for the superintendent to develop a Title IX formal complaint process that will apply following a formal complaint and that must comply with the elements in the new regulations; and

- Designate the preponderance of the evidence standard to determine responsibility in formal complaints of sexual harassment under Title IX. **If the board wishes to instead use the clear and convincing evidence standard, which is a higher standard of evidence, please contact the district’s policy consultant.** The district must use the same standard of evidence for investigation of all formal Title IX sexual harassment complaints, including complaints by employees.

Provisions in **FB(LOCAL)** on the district’s Title IX coordinator for students have been updated to include required language from the new Title IX regulations. Corresponding wording changes were also made to the ADA/Section 504 coordinator text.

**Student and Parent Complaints**

**FNG(LOCAL)** on grievances by students and parents includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined. In addition, we have reordered the list of protected characteristics at Other Complaint Processes, item 1, to align with revisions at FFH(LOCAL) above.

**Section G—Community and Governmental Relations**

**Public Complaints**

As with FNG(LOCAL), above, **GF(LOCAL)** on complaints by members of the public includes a recommended revision to specify that a person filing a complaint regarding refusal of entry to or ejection from property based on Education Code 37.105 shall be permitted to address the board within 90 “calendar” days unless the complaint is resolved at the administrative level. This is an exception to how other timelines are calculated in the policy, which are based on “business” days in accordance with how days are defined.

**Miscellaneous Deletions**

Several local policies focusing on administrative details are recommended for deletion for those districts that had them. Board-adopted policy is not required on these topics.

- BDF(LOCAL)—citizen advisory committees
- DMD(LOCAL)—professional meetings
- FMF(LOCAL)—student contests and competitions

*A message from TASB Governmental Relations*

### **TASB Advocates for Public Schools**

It's a given that state and federal legislation influences school district policy and practice. But did you know that school board members can influence legislation?

- As a private citizen who serves the public, [your voice has weight with legislators](#).<sup>1</sup>
- By [engaging with TASB](#)<sup>2</sup> you can influence the TASB Advocacy Agenda by participating in our grassroots meetings, attending Delegate Assembly, serving on the TASB Legislative Advisory Council, and more.

If you have questions about TASB's advocacy efforts and programs, contact [TASB Governmental Relations](#)<sup>3</sup> at 800-580-4885 or [Dax.Gonzalez@tasb.org](mailto:Dax.Gonzalez@tasb.org).

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<sup>1</sup> Working with Legislators: <https://www.tasb.org/trustees/champion-your-district/working-with-legislators.aspx>

<sup>2</sup> Engage with TASB: <https://www.tasb.org/trustees/champion-your-district/engage-with-tasb.aspx>

<sup>3</sup> TASB Governmental Relations: <https://gr.tasb.org>



## (LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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**Note:** While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

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For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

**Organization**

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

[Legally referenced policies are not adopted by the Board.](#)

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

**Terms**

The terms “Trustee” and “Board member” are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

**Harmony with Law**

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

**Policy Development**

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board’s consideration by the Superintendent.

**Official Policy Manual**

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent ~~or designee~~ shall be responsible for its accuracy and integrity and shall maintain a historical record of the District’s policy manual.

**Adoption and Amendment**

Proposed local policies or amendments introduced and recommended to the Board at one meeting shall not be adopted until a subsequent meeting. Emergency adoption, however, may occur in one meeting if special circumstances demand an immediate response.

BOARD POLICIES

BF  
(LOCAL)

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized  
Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

COMPENSATION AND BENEFITS  
VACATIONS AND HOLIDAYS

DED  
(LOCAL)

**Vacation Days**

**Eligible Professional Personnel**

~~Professional employees on a 12-month assignment shall have nonscheduled days without duty, which shall be the days remaining in positions normally the year after 221 scheduled contract days of duty have been satisfied. Professional employees shall be paid only for scheduled duty days. All nonduty days are unpaid days.~~

~~When governed by District needs, the Superintendent or designee may request in writing that a 12-month professional employee work on nonduty days. When this occurs, compensatory time shall be provided. If compensatory time cannot be taken during the contract year, it shall be carried over for use in the next contract year, but not beyond December 31. All unused nonduty days acquired during the 1991-92 school year and thereafter shall be forfeited after that date.~~

~~The school year for 12-month professional personnel is from July 1 to June 30. All compensatory time for nonduty days shall be approved by the employee's immediate supervisor.~~

**Vacations**

**Support Service Personnel**

~~Only full-time (260-day) support service personnel in assignments requiring 260 days 12 months of service annually shall receive paid shall be eligible for paid vacations; all other personnel shall not earn paid vacation time. Support service employees shall accrue vacation days in accordance with administrative time according to length of service. Employees with one or more years of service shall be entitled to ten days of paid vacation a year. Employees with 15 or more years of service with the District shall be entitled to 15 days of paid vacation per year.~~

~~Vacation time shall accrue at the rate of 5/6th of one day per month during the first year of service and thereafter. However, support service employees may not take their vacation time until one year of continuous service with the District has been completed. A year of service is calculated from the first day of employment to the anniversary date. Employees who leave the District prior to the end of the first year of service shall be paid for the earned vacation days accumulated in that time.~~

~~The following regulations that address the following shall govern the taking of accumulated vacation:~~

- ~~1. Eligibility criteria;~~
- ~~2. Accrual rates and availability;~~
- ~~3. Request and approval processes;~~
- ~~4. Accumulation and carryover limits; and~~

COMPENSATION AND BENEFITS  
VACATIONS AND HOLIDAYS

DED  
(LOCAL)

- ~~1. Treatment of vacation days upon separation from may be taken any time after one year of service with the District.~~
- ~~2. It is preferred that vacations be requested for the summer months or during periods that school is not in session.~~
- ~~3. Vacations shall be approved by the immediate supervisor.~~
- ~~4. All vacations shall be placed on the calendar to ensure adequate staff members are available at all times to operate the District.~~
- ~~5.1. Vacation days shall not be worked for additional pay.~~

**Holidays**

Eligible employees in positions normally requiring 260 days of service annually shall receive paid holidays in accordance with the employee's duty schedule and administrative regulations.

~~[See DEAB for overtime pay provisions.] Only full time, 260-day support service personnel shall be eligible for paid holidays. All other school personnel are not entitled to paid time off for scheduled holidays.~~

**Exception**

~~Cafeteria personnel who were employed by the District on January 12, 1999, or before, will continue to receive paid holidays that occur during the time the employees are at work. Cafeteria personnel employed after that date shall not be eligible for paid holidays.~~

~~The Board authorizes the following days as official paid holidays:~~

- ~~• Independence Day;~~
- ~~• Labor Day;~~
- ~~• Thanksgiving Day;~~
- ~~• Christmas Eve;~~
- ~~• Christmas Day;~~
- ~~• New Year's Day;~~
- ~~• Friday before Easter; and~~
- Memorial Day.

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees. ~~For Title IX and other provisions regarding~~ ~~For~~ discrimination, harassment, and retaliation ~~against~~~~involving~~ students, see FFH. For reporting requirements related to child abuse and neglect, see FFG.

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**Definitions**

Solely for purposes of this policy, the term “employee” includes former employees, applicants for employment, and unpaid interns.

**Statement of Nondiscrimination**

The District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy ~~and is prohibited~~.

**Discrimination**

Discrimination against an employee is defined as conduct directed at an employee on the basis of race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, that adversely affects the employee’s employment.

~~In accordance with law, discrimination on the basis of sex includes discrimination on the basis of biological sex, gender identity, sexual orientation, gender stereotypes, or any other prohibited basis related to sex.~~

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

~~Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]~~

**Prohibited Harassment**

Prohibited harassment of an employee is defined as physical, verbal, or nonverbal conduct based on an employee’s race, color, religion, sex, ~~gender~~, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Has the purpose or effect of unreasonably interfering with the employee’s work performance;
2. Creates an intimidating, threatening, hostile, or offensive work environment; or
3. Otherwise adversely affects the employee’s performance, environment, or employment opportunities.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, gender identity, or need for workplace accommodation; threatening or intimidating conduct; offensive jokes, name calling, slurs, or rumors; **cyberharassment**; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other **negative** stereotypes; or other **kinds** ~~types~~ of aggressive conduct such as theft or damage to property.

**Sex-Based Harassment**

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

**Sexual Harassment**

Sexual harassment is a form of sex discrimination defined as unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. Submission to the conduct is either explicitly or implicitly a condition of an employee's employment, or when submission to or rejection of the conduct is the basis for an employment action affecting the employee; or
2. The conduct is so severe, persistent, or pervasive that it has the purpose or effect of unreasonably interfering with the employee's work performance or creates an intimidating, threatening, hostile, or offensive work environment.

Examples

Examples of sexual harassment may include sexual advances; touching intimate body parts; coercing or forcing a sexual act on another; jokes or conversations of a sexual nature; and other sexually motivated conduct, **contact**, or communication, **including electronic communication** ~~or contact~~.

**Retaliation**

~~The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report, serves as a witness, or otherwise participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, unjustified negative evaluations, unjustified negative references, or increased surveillance.~~

**Prohibited Conduct**

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting Procedures**

**Any** ~~An~~ employee who believes that he or she has experienced prohibited conduct or believes that another employee has experienced

EMPLOYEE WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

DIA  
(LOCAL)

prohibited conduct should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor or campus principal.

Alternatively, the employee may report the alleged acts to one of the District officials below.

**Definition of District Officials**

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

Title IX Coordinator

Reports of discrimination based on sex, including sexual harassment, may be directed to the designated Title IX coordinator. [See DIA(EXHIBIT)]

ADA / Section 504 Coordinator

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator. [See DIA(EXHIBIT)]

Superintendent

The Superintendent shall serve as coordinator for purposes of District compliance with all other ~~nondiscrimination~~ ~~antidiscrimination~~ laws.

**Alternative Reporting Procedures**

An employee shall not be required to report prohibited conduct to the person alleged to have committed ~~the conduct~~. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

**Timely Reporting**

To ensure the District's prompt investigation, reports ~~Reports~~ of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. ~~A failure to promptly report may impair the District's ability to investigate and address the prohibited conduct.~~

**Notice of Report**

Any District supervisor who receives a report of prohibited conduct shall immediately notify the appropriate District official listed above and take any other steps required by this policy.

Any District employee who receives a report of prohibited conduct based on sex, including sexual harassment, shall immediately notify the Title IX coordinator.

**Investigation of Reports Other Than Title IX ~~the Report~~**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that,

if proved, would meet the definition of sexual harassment under Title IX, see the procedures below at Response to Sexual Harassment—Title IX.

The District may request, but shall not ~~require~~~~insist upon~~, a written report. If a report is made orally, the District official shall reduce the report to written form.

#### Initial Assessment

Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~~~proven~~, would constitute prohibited conduct as defined by this policy. If so, the District ~~official~~ shall immediately authorize or undertake an investigation, regardless of whether a criminal or regulatory investigation regarding the same or similar allegations is pending.

#### Interim Action

If appropriate, the District shall promptly take interim action calculated to prevent prohibited conduct during the course of an investigation.

#### District Investigation

The investigation may be conducted by the District official or a designee, such as the campus principal, or by a third party designated by the District, such as an attorney. When appropriate, the ~~campus~~ principal or supervisor shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

#### Concluding the Investigation

Absent extenuating circumstances, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall be filed with the District official overseeing the investigation.

#### District Action

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary or corrective action reasonably calculated to address the conduct.

The District may take action based on the results of an investigation, even if the conduct did not rise to the level of prohibited or unlawful conduct.

#### Confidentiality

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

**Appeal**

A complainant who is dissatisfied with the outcome of the investigation may appeal through DGBA(LOCAL), beginning at the appropriate level.

The complainant may have a right to file a complaint with appropriate state or federal agencies.

**Response to Sexual Harassment—Title IX**

General Response

For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant's wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and administrative procedures.

Title IX Formal Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the

District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation against an employee who makes a claim alleging to have experienced discrimination or harassment, or another employee who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or otherwise participates or refuses to participate in an investigation.

**Examples**

Examples of retaliation may include termination, refusal to hire, demotion, and denial of promotion. Retaliation may also include threats, intimidation, coercion, unjustified negative evaluations, unjustified negative references, or increased surveillance.

**Records Retention**

The District shall retain copies of allegations ~~Copies of reports alleging prohibited conduct~~, investigation reports, and related records regarding any prohibited conduct in accordance with ~~shall be maintained by~~ the District's records control schedules, but ~~District~~ for no less than the minimum amount ~~a period~~ of time required by law. ~~at least three years.~~ [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this ~~This~~ policy and any accompanying procedures shall be distributed annually to District employees. Copies of the policy and procedures shall be ~~posted on the District's website, to the extent practicable, and readily available at each campus and the District's~~ ~~District~~ administrative offices.

PROFESSIONAL DEVELOPMENT  
PROFESSIONAL MEETINGS AND VISITATIONS

DMD  
(LOCAL)

**Meetings,  
Conferences, and  
Workshops**

~~Professional personnel may attend and participate in meetings, conferences, and workshops that will contribute to their professional growth and development. [See also DMA and DMG]~~

~~When attendance at such events is recommended or required by the administration, the Board, TEA, or UIL, personnel may attend with the Superintendent's approval. No salary deduction or loss of leave shall occur when attendance is recommended or required.~~

~~The Superintendent may grant additional absences to employees for attendance at meetings, conferences, and workshops that are of special interest to the employee.~~

**Release Time**

~~Requests for release time with pay to attend employee organization meetings, other than any such meetings approved for required staff development purposes, shall be considered on a case-by-case basis. The responsibility for justifying the school-related purpose to be accomplished by attendance shall rest with the employee. Approval shall be given only if the employee is on the program, has some official function, or can obtain specific information related to his or her job description that will assist the District in improving the instructional program.~~

ACADEMIC ACHIEVEMENT

EI  
(LOCAL)

**Certificate of Coursework Completion**

The District shall issue a certificate of coursework completion to a student who has successfully completed state and local credit requirements for graduation but has failed to meet all applicable state testing requirements. [See EIF, FMH]

**Partial Credit**

When a student earns a passing grade in only ~~half~~<sup>one semester</sup> of a ~~two semester~~ course and the combined grade for ~~both halves~~<sup>the two semesters</sup> is lower than 70, the District shall award the student credit for the ~~half~~<sup>semester</sup> with the passing grade. ~~The student shall be required to retake only the semester in which he or she earned the failing grade.~~

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**Note:** The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

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**Title IX Coordinator** The District ~~designates and authorizes the~~~~has designated a~~ Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

**ADA / Section 504 Coordinator** The District ~~designates and authorizes the~~~~has designated an~~ ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 (“Section 504”), as amended. [See FB(EXHIBIT)]

**Superintendent** The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Equal Educational Opportunity**  
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC]- Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

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**Note:** The following provisions address the District’s compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student’s disability shall be made in accordance with FFH.

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**Section 504**

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, parent, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student.

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records ~~control~~ retention schedules. [See CPC]

**Persons Age 21  
and ~~And~~ Over**

The District shall not admit into its public schools any person age 21 or over unless otherwise required by law.

**Registration Forms**

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

At the time of initial registration and on an annual basis thereafter, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency in accordance with administrative regulations developed by the Superintendent. The District may investigate stated residency as necessary.

**Minor Living Apart**

Person Standing in  
Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular  
Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

**Nonresident Student  
in Grandparent's  
After-School Care**

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

**"Accredited" Defined**

For the purposes of this policy, "accredited" shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

**Grade-Level Placement**

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

**Transfer of Credit**

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit. ~~[See E]~~

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to determine transfer of credit for subjects and courses taken prior to enrollment.

[See E]

**Withdrawal**

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdraw-

al. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

**Attendance  
Accounting System**

The Superintendent shall be responsible for **designating the official attendance-taking time during the campus's instructional day and** maintaining a student attendance accounting system in accordance with statutory and TEA requirements. [See also FD for admissions and residency requirements.]

Alternative  
Attendance-  
Taking  
Recording  
Time

~~The~~ **When appropriate, the** Superintendent is authorized to **shall** establish written procedures permitting a campus to **record absences in** ~~specify~~ an alternative **hour from the District's official time for taking attendance-taking time other than the second or fifth instructional hour. Exceptions may be authorized for an entire campus** or for a designated group of students at a campus. The alternative ~~time for recording~~ **attendance-taking time** shall be determined in accordance with TEA's *Student Attendance Accounting Handbook* **and administrative regulations.**

**Parental Consent to  
Leave Campus**

The Superintendent shall establish procedures regarding parental consent for a student to leave campus, including procedures for documenting a student's absence. The procedures shall be communicated in the employee and student handbooks.

**Program to Address  
Child Sexual Abuse,  
Trafficking, and  
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

**Training**

The District shall provide training to employees as required by law. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child  
Abuse and Neglect**

Any person who has cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

~~Any~~ ~~by any~~ person is required to ~~shall~~ make a report if the person has cause to believe that an adult was a victim of abuse or neglect ~~im-~~  
~~mediately~~ as a child and the person determines in good faith that

disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person. ~~required by law.~~

~~Reports shall be made in accordance with FFG(EXHIBIT).~~

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

### Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

### Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)<sup>i</sup>;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility.

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

### Confidentiality

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential

and disclosed only in accordance with the rules of the investigating agency.

**Immunity**

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report Suspected Child Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities Regarding Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

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<sup>i</sup> Texas Abuse Hotline Website: <http://www.txabusehotline.org>

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**Note:** This policy addresses discrimination, harassment, and retaliation ~~against~~~~involving~~ District students. For provisions regarding discrimination, harassment, and retaliation ~~against~~~~involving~~ District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Statement of Nondiscrimination**

The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.

**Discrimination**

Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or ~~on~~ any other basis prohibited by law, that adversely affects the student.

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited Harassment**

Prohibited harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, ~~age~~, disability, ~~age~~, or any other basis prohibited by law, ~~when the conduct~~ ~~that~~ is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Prohibited harassment includes dating violence as defined by ~~law~~ ~~and~~ this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or

practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

### Sex-Based Harassment

As required by law, the District shall follow the procedures below at Response to Sexual Harassment—Title IX upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment under Title IX. [See FFH(LEGAL)]

#### Sexual Harassment By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or [other](#) inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

#### By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, [contact](#), or communications, [including electronic communication](#) ~~or contact~~.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; [cyberharassment](#); physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

**Dating Violence**

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

~~Retaliation~~

~~The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, serves as a witness, or participates in an investigation.~~

~~Examples~~

~~Examples of retaliation may include threats, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.~~

~~False Claim~~

~~A student who intentionally makes a false claim, offers false statements, or refuses to cooperate with a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action.~~

~~Prohibited Conduct~~

~~In this policy, the term "prohibited conduct" includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.~~

**Reporting  
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct or believes that another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Employee Report	Any District employee who suspects or receives <b>direct or indirect</b> notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.
<i>Definition of District Officials</i>	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, <del>or</del> gender-based harassment, <b>or dating violence</b> , may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
<b>Alternative Reporting Procedures</b>	<p><b>An individual</b><del>A student</del> shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	<p><b>To ensure the District's prompt investigation, reports</b> <del>Reports</del> of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act. <del>A failure to immediately report may impair the District's ability to investigate and address the prohibited conduct.</del></p>
<b>Notice to Parents</b>	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p>
<b>Investigation of Reports Other Than Title IX</b> <del>the Report</del>	<p><b>The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX.</b> [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment,</p>

and dating violence, see the procedures below at [Response to Sexual Harassment—Title IX](#).

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

**Initial Assessment** Upon receipt or notice of a report, the District official shall determine whether the allegations, if ~~proved~~ **proven**, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if ~~proved~~ **proven**, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

**Interim Action** If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

**District Investigation** The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.

The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.

**Criminal Investigation** If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.

**Concluding the Investigation** Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investiga-

tor shall take additional time if necessary to complete a thorough investigation.

The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.

*Notification of Outcome*

Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.

**District Action**

Prohibited Conduct

If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.

*Corrective Action*

Examples of corrective action may include a training program for those involved in the ~~report~~ ~~complaint~~, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination and harassment.

Bullying

If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.

Improper Conduct

If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.

**Confidentiality**

To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.

**Appeal**

A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent shall be informed of his or her right to file a complaint with the United States Department of Education Office for Civil Rights.

**Response to Sexual Harassment–Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;

4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

Retaliation

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX.

Examples

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

False Claim

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

**Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records ~~control~~retention schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

STUDENT ACTIVITIES  
CONTESTS AND COMPETITION

FMF  
(LOCAL)

**UIL Activities**

~~State Board and UIL rules shall govern interscholastic activities; however, Board policies and District rules may supplement State Board and UIL rules.~~

~~No event shall be scheduled and no student allowed to participate in any UIL event unless all pertinent rules and regulations are strictly enforced. The Superintendent or designee shall maintain all necessary records and reports. Sponsors and coaches are responsible for knowledge of and compliance with rules for eligibility and participation. [See FM]~~

**Eligibility for Students in Pre-AP, AP, Honors, or Dual Credit Courses**

~~In order to be eligible for UIL competition, students in Advanced Placement (AP), Pre-AP, honors, or dual credit courses in the subject areas of English language arts, mathematics, science, social studies, economics, or a language other than English must earn a grade equivalent of 60 or higher on a scale of 60 to 110.~~

~~All other UIL eligibility requirements shall also apply for students enrolled in Pre-AP, AP, honors, or dual credit classes.~~

**Athletic Program**

~~A well-rounded program of interscholastic athletics shall be maintained in the District secondary schools. The operation of the total program, including the starting and ending dates for each sport, shall be in accordance with regulations set by the UIL and the Board.~~

~~Supervision of the program shall be the responsibility of the Superintendent, but certain responsibilities may be delegated to other staff members. In each school, the principal shall have direct responsibility to maintain the athletic program as an integral part of the educational program of that school.~~

~~Interscholar competitive athletics shall not be part of the elementary grades' program. To the extent practicable, a program of intra-school sports activities for elementary students shall be maintained as part of the physical education program.~~

**Non-UIL Activities**

~~Contests and competitive activities that are sponsored by outside organizations shall not be recommended to students unless the activities supplement and do not interfere with the regular school program. Contests and competitive activities shall have the prior approval of the Superintendent or designee, who shall develop the necessary rules and regulations to implement this policy. [See FM]~~

**Overnight Trips**

~~Students involved in UIL competition that requires an overnight trip shall have their expenses paid by the District. [See also FM, FMG]~~

## Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

### Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability, ~~or religion~~ shall be submitted in accordance with FFH.
2. Complaints concerning dating violence shall be submitted in accordance with FFH.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with FFH.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints concerning identification, evaluation, or educational placement of a student with a disability within the scope of Section 504 shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability within the scope of the Individuals with Disabilities Education Act shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with EF.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with CKE.

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG  
(LOCAL)

12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Notice to Students and Parents**

The District shall inform students and parents of this policy through appropriate District publications.

**Guiding Principles**

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

**Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the

STUDENT RIGHTS AND RESPONSIBILITIES  
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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	<p>deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>
Scheduling Conferences	<p>The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.</p>
Response	<p>At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>"Days" shall mean District business days, <a href="#">unless otherwise noted</a>. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."</p>
Representative	<p>"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.</p> <p>The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the</p>

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level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the

decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

## **Level Two**

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

### Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any

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presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

**Complaints**

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with EF.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with CKE.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 **calendar** days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

**Guiding Principles**

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Freedom from Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

**General Provisions**

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling  
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, [unless otherwise noted](#). In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating  
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

**Level One**

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

### **Level Two**

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

### Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.



# OFFICE OF THE SUPERINTENDENT

## CANUTILLO A Premier District

November 6, 2020

Please refer to the following tentative timeline for the CISD Board of Trustee application process:

1. Nov. 19-Nov. 23, put application and outreach on social media.
2. Nov. 24-Dec. 7, application will be open (online or in person).
3. Dec. 8, Special Board Meeting to review applications received;
4. Dec. 15, Regular Board Meeting with the goal to resolve the appointment.

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**Street Address:**  
7965 Artcraft Rd.  
El Paso, TX 79932

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**Mailing Address:**  
P.O. Box 100  
Canutillo, TX 79835

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P: (915) 877-7444  
F: (915) 877-7521  
[canutillo-isd.org](http://canutillo-isd.org)

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

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For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.



## **An Overview of School Board Member Resignations**

*Published online in [TASB School Law eSource](#)*

Every Texas school board will eventually face replacing a member who has resigned. Whether because of outside obligations, sickness, or other circumstances, board members can find themselves unable to complete their terms of office. In hopes of smoothing the transition from one officeholder to the next, this article answers a few of the most frequent questions about replacing a resigning board member.

### **1. How does a board member resign?**

To be effective, a board member's resignation must be in writing, signed by the board member, and delivered to the board for action. The board may not refuse to accept the resignation. The resignation may be delivered to the board president or the board secretary. Tex. Elec. Code § 201.001(a)-(b). As a practical matter, a resignation may be delivered to an appropriate district employee, such as the superintendent, at the district's "usual place for conducting official business." Tex. Elec. Code § 1.007(a).

### **2. When does a vacancy occur for purposes of initiating the process to fill the vacancy?**

Regardless of whether the resignation is effective immediately or at a future date (see question 4 below), a vacancy occurs on the earlier of the date the board accepts the resignation or on the eighth day after the date the board receives it. Tex. Elec. Code § 201.023.

### **3. May a board member withdraw a resignation?**

A board member may withdraw a resignation before the earlier of the board's acceptance or the eighth day, but not after, even if a replacement has not been named. Tex. Att'y Gen. Op. No. DM-406 (1996).

### **4. May a board member submit a resignation to be effective at a later date?**

Yes. If a board member who is resigning voluntarily specifies a future effective date for his or her resignation, the replacement may not begin to serve until after the date indicated in the resignation. In other words, a board member who ends his or her service by voluntary resignation retains the right to decide when he or she leaves (even

though the resigning board member cannot withdraw the resignation once it has been accepted by the board or eight days have passed). See *State ex rel. Angelini v. Hardberger*, 932 S.W.2d 489 (Tex. 1996) (denying a writ of *quo warranto* to remove a judge before his stated date of resignation).

**5. What are a board's options for filling a vacancy?**

If a vacancy occurs on the board, the remaining trustees have three options:

- fill the vacancy by appointment until the next trustee election,
- order a special election to fill the vacancy for the unexpired term, or
- under certain circumstances, leave the position vacant until the next general election.

Tex. Educ. Code § 11.060.

**6. When can the position be left vacant?**

If more than one year remains in the term of the position vacated, the vacancy must be filled not later than the 180th day after the vacancy occurs. Tex. Educ. Code § 11.060(d). By implication, if less than one year remains in the term of the position vacated, the board may leave the position unfilled until the next election, at which time the term will have expired and voters will elect a replacement to serve a new full term.

The attorney general has concluded that Texas Election Code section 41.004(a) authorizes a board to hold a special election on the first authorized uniform election date following the 180-day period if no uniform date falls within the 180-day period that would allow enough time to hold a special election in the manner required by law. Tex. Att'y Gen. Op. No. KP-102 (2016).

**7. When may the board take action to fill a vacancy created by a resignation?**

After the vacancy occurs (see question 2 above), the board may call a special election or appoint a replacement. Replacements may begin to serve once they have qualified for office (i.e., filed the Statement of Officer and taken the Oath of Office).

**8. If a new trustee is appointed, does that trustee serve for the remainder of the term?**

It depends on when the term is scheduled to expire. An appointed trustee serves until the *next trustee election*. Tex. Educ. Code § 11.060. For example, if the district regularly has trustee elections in May, the *next trustee election* is the May election following the appointment, regardless of whether the vacant position was scheduled to be on the

ballot in that election. If the appointed trustee's position expires at that election, the position is on the ballot for the full term. If the appointed trustee's position does not expire at the next regular election, the position is on the ballot for the unexpired term (the remainder of the term).

**9. When may a board hold a special election to fill a vacancy? Does a special election have to be a joint election?**

A special election to fill a vacancy may be held on either of the two uniform election dates—May or November. The law requiring joint elections does not apply to special elections; thus, if the only item on the ballot is a special election to fill a vacancy, that election does not have to be held jointly with a city or county. If a district chooses to hold a special election on the same date as its regular trustee election, however, that special election will be covered by the same requirements as the general trustee election. Other Election Code requirements may apply to a special election, depending on when it is held.

**10. Is the election to fill an unexpired term *after appointment* conducted as a general election or a special election?**

The statute that allows the board to “fill the vacancy by appointment *until the next trustee election*” is silent as to whether that election to fill an unexpired term must be conducted as a special election or a general election. Tex. Educ. Code § 11.060(a). This silence suggests that either type of election procedure may be used to fill the unexpired term *if* there is sufficient time for the general election filing period; otherwise, the board may only conduct it as a special election. Assuming there is sufficient time to exercise either option, the board should consider several factors in deciding which procedure to use.

Type of Election Process Used to Fill Unexpired Term after Appointment	PROS	CONS
<p align="center"><b>Special Election</b></p>	<p><b>Calendar &amp; Deadlines</b></p> <ul style="list-style-type: none"> <li>• Separate calendar applies only to election to fill unexpired term.</li> <li>• Some deadlines do not have to be met as early.</li> <li>• Remains an option even if deadlines for general election have passed.</li> </ul> <p><b>Ability to Cancel</b></p> <ul style="list-style-type: none"> <li>• If a candidate in a special election to fill unexpired term is unopposed, the board may cancel special election <i>even if</i> candidates in general election to fill full terms are opposed.</li> </ul>	<p><b>Calendar &amp; Deadlines</b></p> <ul style="list-style-type: none"> <li>• Risk of confusion to district staff and election officials who must comply with two calendars and two sets of deadlines and requirements.</li> </ul>
<p align="center"><b>General Election</b> (only an option if there is adequate time for the general election filing period)</p>	<p><b>Calendar &amp; Deadlines</b></p> <ul style="list-style-type: none"> <li>• Same calendar applies to both the election to fill the unexpired term and the election to fill regular, full terms.</li> <li>• Only one set of deadlines and requirements applies.</li> </ul>	<p><b>Calendar &amp; Deadlines</b></p> <ul style="list-style-type: none"> <li>• Risk of confusion to             <ul style="list-style-type: none"> <li>– candidates completing applications for place on the ballot;</li> <li>– officials preparing ballots as to whether the seat being filled is for an unexpired term or a full term; and</li> <li>– voters.</li> </ul> </li> </ul> <p><b>Ability to Cancel</b></p> <ul style="list-style-type: none"> <li>• If election to fill unexpired term has multiple candidates, but election to fill full terms has unopposed candidates, then, generally speaking, no part of the election may be cancelled.</li> </ul>

**11. May a board member who has submitted a resignation continue to attend board meetings, deliberate, and vote?**

A board member is entitled to serve until the effective date of the resignation unless he or she is ineligible to serve for some reason other than voluntary resignation (removal from office for incompetence, official misconduct, etc.). *State ex rel. Angelini v. Hardberger*, 932 S.W.2d 489 (Tex. 1996).

After the effective date of the resignation, a trustee continues to serve and have the duties and powers of office until the vacancy created by the resignation is filled. Tex. Const. art. XVI, § 17. Under this constitutional provision, known as the *holdover doctrine*, the resigning trustee *holds over* until a replacement qualifies for office by filing the Statement of Officer and taking the Oath of Office.

**12. May a resigning board member participate in a board vote to appoint his or her successor?**

Texas Education Code section 11.060 authorizes the *remaining* trustees to fill the vacancy by appointment. Generally, a resigning board member is not considered one of the remaining trustees and therefore does not participate in the board's vote to appoint a successor. Tex. Att'y Gen. Op. No. O-6259 (1945). In rare circumstances, however, a different interpretation and application of section 11.060 may be warranted; in such circumstances, a district should consult its school attorney for further guidance.

**13. What if a board member is called to active military duty?**

A board member who enters active duty in the armed forces as a result of being called to duty, drafted, or activated, does not vacate his or her office. The board may appoint a temporary replacement if the trustee will be on active duty for longer than 30 days. Tex. Const. art. XVI, § 72. See TASB policy BBC(LEGAL) for more information.

**14. May a board meet in closed session to deliberate the appointment of a person to fill a vacancy on the board?**

Yes. The Texas Open Meetings Act (Texas Government Code chapter 551) provides several exceptions to the rule that all meetings of governmental bodies must be held in public. One exception, commonly called the *personnel exception*, allows a school board to conduct a closed meeting to deliberate the appointment of a public officer. Tex. Gov't Code § 551.074. Thus, a board may choose to go into closed session to interview or discuss the merits of individual nominees for a vacant position before returning to open session to take the vote. The board may not, however, go into closed session to discuss the *process* to fill the vacancy.

**15. May a school board remove one of its members against that board member's will?**

No. Texas law does not provide for recall of trustees, and trustees themselves may not remove a fellow trustee from office. *Garcia v. Angelini*, 412 S.W.2d 949 (Tex. Civ. App.—Eastland 1967, no writ). A school board member may be removed from office in a *quo warranto* proceeding initiated by the county or district attorney. Tex. Civ. Prac. & Rem. Code §§ 66.001-.003 A board member may also be removed through a proceeding for removal initiated by a petition to the proper district court. Grounds for such removal include incompetency and official misconduct. Tex. Loc. Gov't Code chapter 87.

**16. Where can I find more information?**

See TASB policies BBA(LEGAL) and BBC(LEGAL). For more information on this topic or any other school law question, call TASB Legal Services at 800.580.5345.

This document is continually updated, and references to online resources are hyperlinked, at [tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Governance/documents/overview\\_of\\_sch\\_bd\\_member\\_resignations.aspx](https://tasb.org/Services/Legal-Services/TASB-School-Law-eSource/Governance/documents/overview_of_sch_bd_member_resignations.aspx). For more information on this and other school law topics, visit TASB School Law eSource at [schoolawesource.tasb.org](https://schoolawesource.tasb.org).

*This document is provided for educational purposes only and contains information to facilitate a general understanding of the law. It is not an exhaustive treatment of the law on this subject nor is it intended to substitute for the advice of an attorney. Consult with your own attorneys to apply these legal principles to specific fact situations.*

*Updated December 2018*

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TASB Legal Services

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**Note:** If the district is subject to a court order or other binding legal determination, the district shall conduct its elections in accordance with that court order or determination, applicable law, and this policy. To the extent of any conflict, the court order or other legal determination shall prevail. [See BBB(LOCAL)]

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- Resignation** To be effective, a board member's resignation must be in writing and signed by the board member and delivered to the presiding officer of the board. A board may not refuse to accept a resignation. *Election Code 201.001*
- Effective Date** If a board member submits a resignation, whether to be effective immediately or at a future date, a vacancy occurs on the date the resignation is accepted by the board or on the eighth day after the date of its receipt by the board, whichever is earlier. *Election Code 201.023*
- Holdover Doctrine** All public officers shall continue to perform the duties of their offices until their successors shall be duly qualified (i.e., sworn in). Until the vacancy created by a board member's resignation is filled by a successor, the board member continues to serve and have the duties and powers of office and continues to be subject to the nepotism provisions. A holdover board member may not vote on the appointment of his or her successor. *Tex. Const., Art. XVI, Sec. 17; Atty. Gen. Ops. JM-636 (1987), O-6259 (1945)* [See DBE for more information on nepotism]
- Residency** A person elected or appointed to serve as a board member must remain a resident of the district throughout the term of office. A board member who ceases to reside in the district vacates the office. *Tex. Const., Art. XVI, Sec. 14; Prince v. Inman, 280 S.W.2d 779 (Tex. Civ. App.—Beaumont 1955, no writ); Whitmarsh v. Buckley, 324 S.W.2d 298 (Tex. Civ. App.—Houston 1959, no writ)* [See BBA]
- Single-Member District** A trustee vacates the office if the trustee ceases to reside in the district the trustee represents. *Education Code 11.052(g)*
- Filling a Vacancy** If a vacancy occurs on the board, the remaining board members may fill the vacancy by appointment until the next trustee election, or may order a special election to fill the vacancy. If more than one year remains in the term of the position vacated, the vacancy shall be filled not later than the 180th day after the date the vacancy occurs. *Education Code 11.060*

BOARD MEMBERS  
VACANCIES AND REMOVAL FROM OFFICE

BBC  
(LEGAL)

Appointment	To be eligible to be appointed to a board, a person must have the qualifications set forth at Election Code 141.001(a). <i>Election Code 141.001(a)</i> [See BBA]
Special Election	<p>A special election to fill a vacancy shall be conducted in the same manner as the district's general election. <i>Education Code 11.060(c)</i></p> <p>An election to fill a vacancy shall be to fill the unexpired term only. <i>Tex. Const. Art. XVI, Sec. 27</i></p>
<i>Date of Election</i>	A special election to fill a vacancy shall be held on an authorized uniform election date occurring within the required period after the vacancy occurs. If no uniform election date affords enough time to hold the election in the manner required by law, the election shall be held on the first authorized uniform election date occurring after the expiration of the period. <i>Election Code 41.001(a), .004(a); Atty. Gen. Op. KP-102 (2016)</i> [See BBB]
<i>Ordering Election</i>	<p>If a vacancy is to be filled by special election, the election shall be ordered as soon as practicable after the vacancy occurs. <i>Election Code 201.051(a)</i></p> <p>Except as otherwise provided by the Election Code, a special election to fill a vacancy shall be held on the first authorized uniform election date occurring on or after the 46th day after the date the election is ordered. <i>Election Code 201.052(a)</i></p> <p>If the special election is to be held on the date of the general election for state and county officers, the election shall be ordered not later than the 78th day before election day. The general election for state and county officers is the first Tuesday after the first Monday in November in even-numbered years. <i>Election Code 41.002, 201.051</i></p>
Officer's Statement and Oath	For requirements regarding the officer's statement and oath of office, see BBBB(LEGAL).
<b>Former Board Member Employment</b>	A trustee may not accept employment with the district until the first anniversary of the date the trustee's membership on a board ends. <i>Education Code 11.063</i>
<b>Involuntary Removal from Office</b> Quo Warranto	<p>On his or her own motion or at the request of an individual, the attorney general or the county or district attorney may petition the district court for leave to file an information in the nature of quo warranto. An action in the nature of quo warranto is available if:</p> <ol style="list-style-type: none"><li>1. A person usurps, intrudes into, or unlawfully holds or executes an office; or</li><li>2. A public officer does an act or allows an act that by law causes forfeiture of office.</li></ol>

BOARD MEMBERS  
VACANCIES AND REMOVAL FROM OFFICE

BBC  
(LEGAL)

If the person against whom the information is filed is found guilty as charged, the court:

1. Shall enter judgment removing the person from the office and for the costs of prosecution; and
2. May fine the person for usurping, intruding into, or unlawfully holding and executing the office.

*Civ. Prac. & Rem. Code 66.001–.003*

Removal by Petition  
and Trial

A proceeding for the removal of a board member is begun by filing a written petition for removal in district court of the county in which the board member resides. A resident of the state who has lived for at least six months in the county in which the petition is to be filed and who is not currently under indictment in the county may file a petition. *Local Gov't Code 87.015*

Reasons for  
Removal

A board member may be removed from office for:

1. "Incompetency," which means:
  - a. Gross ignorance of official duties;
  - b. Gross carelessness in the discharge of those duties; or
  - c. Unfitness or inability to promptly and properly discharge official duties because of a serious physical or mental defect that did not exist at the time of election.
2. "Official misconduct," which means intentional, unlawful behavior relating to official duties by a board member entrusted with the administration of justice or the execution of the law. The term includes an intentional or corrupt failure, refusal, or neglect of a board member to perform a duty imposed on the board member by law.
3. Intoxication on or off duty caused by drinking an alcoholic beverage, but not if it was caused by drinking an alcoholic beverage on the direction and prescription of a licensed physician.
4. Conviction of a board member by a jury for any felony or for misdemeanor official misconduct. The conviction of a public officer by a petit jury for any felony or for a misdemeanor involving official misconduct operates as an immediate removal from office of that officer.

*Tex. Const., Art. V, Sec. 24; Local Gov't Code 87.011, .012(14), .013, .031*

BOARD MEMBERS  
VACANCIES AND REMOVAL FROM OFFICE

BBC  
(LEGAL)

*Removal for  
Purchasing  
Violations*

A trustee who is convicted of a purchasing offense [see CH(LEGAL), regarding impermissible practices] is considered to have committed official misconduct and is subject to removal under Local Government Code Chapter 87. *Education Code 44.032(e)*

**Temporary  
Replacement of  
Board Member on  
Military Active Duty**

A board member who enters active duty in the armed forces of the United States as a result of being called to duty, drafted, or activated does not vacate the office held, but the board may appoint a replacement to serve as a temporary board member if the elected or appointed board member will be on active duty for longer than 30 days.

The board member who is temporarily replaced may recommend to the board the name of a person to temporarily fill the office. The board shall appoint the temporary board member to begin service on the date specified in writing by the board member being temporarily replaced as the date the board member will enter active military service.

A temporary board member has all the powers, privileges, and duties of the office as the board member who is temporarily replaced. A temporary board member shall perform the duties of office for the shorter period of:

1. The term of the active military service of the board member who is temporarily replaced; or
2. The term of office of the board member who is temporarily replaced.

"Armed forces of the United States" means the United States Army, the United States Navy, the United States Air Force, the United States Marine Corps, the United States Coast Guard, any reserve or auxiliary component of any of those services, or the National Guard.

*Tex. Const., Art. XVI, Sec. 72*