

# 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 December 14, 2021, beginning at 5:30 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. **GENERAL FUNCTIONS-OTHER**
  - A. Call to Order
  - B. Pledge of Allegiance
  - C. Texas Pledge of Allegiance
  - D. Roll Call
  - E. CISD Vision and Mission Statements 4
  - F. Trustee Ethical Guidelines 5
2. **OPEN FORUM-OTHER**

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL):

Each participant will be limited to **THREE MINUTES** to make comments to the Board. The Board is **NOT** permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

For further information on those policies, contact the Superintendent's Administrative Assistant.
3. **EXECUTIVE SESSION**

**To consult with attorney under 551.071, 551.072 and 551.074 of the Texas Government Code:**

  - A. Discussion regarding options for potential sale and purchase of real property for district needs.  
**Presenter:** M. Piekarski/C. McCleskey
  - B. Discussion regarding the Internal Audit Vacancy.  
**Presenter:** S. Coronado
4. **NEW BUSINESS (continued); OTHER**
  - A. Discussion and possible action regarding potential sale of real property for district needs.  
**Presenter:** M. Piekarski/C. McCleskey
  - B. Discussion and possible action regarding options for potential purchase of real property for district needs.  
**Presenter:** M. Piekarski/C. McCleskey
  - C. Discussion and possible action regarding the Internal Audit Vacancy.

	<b>Presenter: S. Coronado</b>	
5.	<b>CONSENT AGENDA-VOTING</b>	
	A. <i>BUSINESS SERVICES</i>	
	1. Approval of the Meeting Minutes	
	a. November 15, 2021 Regular Board Meeting.	12
	2. Approval of the Monthly Financials	19
	<b>Presenter: C. Pulley</b>	
	3. Approval of the Monthly Warrant List.	20
	<b>Presenter: C. Pulley</b>	
	4. Approval of the Monthly Donations.	21
	<b>Presenter: C. Pulley</b>	
	5. Approval of the Budget Amendments.	24
	<b>Presenter: C. Pulley</b>	
	6. Approval to Adopt a Resolution Amending the Prior Resolution Providing for the Defeasance and Calling for Redemption of Certain Currently Outstanding Debt Obligations of The District; And Resolving Other Matters in Connection Therewith.	26
	<b>Presenter: M. Piekarski/R. Mejia</b>	
	7. Approval to Award Request for Proposal 2022-03 Portable Classrooms for Reyes Elementary to Palomar Modular Buildings, LLC in the amount of \$139,784.00.	42
	<b>Presenter: B. Vasquez</b>	
	8. Approval of Request for Qualifications #2022-04 Wastewater Treatment Decommissioning Services to Latitudes Environmental.	45
	<b>Presenter: B. Vasquez</b>	
	B. <i>CURRICULUM AND INSTRUCTION</i>	
	1. Approval of Proclamation 2022 Adoption of Instructional Materials Approval of Campus Voting Delegates-Alternates.	48
	<b>Presenter: N. Torres</b>	
	C. <i>HUMAN RESOURCES</i>	
	1. Approval of TASB Policy Update 117. <b>2nd Reading</b>	50
	<b>Presenter: M. Carrasco</b>	
	2. Approval of Substitute Pay Rate Spring 2022	72
	<b>Presenter: E. Moreno</b>	
6.	<b>BOARD WORKSHOP</b>	
	A. Budget Priorities	74
	1. Discussion regarding recommendations of administration to address current and future budget, planning and operational issues.	
	<b>Presenter: Staff</b>	
	2. Discussion and recommendation regarding using fund balance to address Reyes Elementary 112% capacity.	
	<b>Presenter: L. Searls</b>	
7.	<b>BOARD OF TRUSTEE BUSINESS</b>	
	A. Discussion and possible action regarding the creation of student, campus and community representative positions to serve on the Board of Trustees.	
	<b>Presenter: A. Rodriguez</b>	

## 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.

# CANUTILLO A Premier District



## **Vision**

Canutillo ISD is the premier district.  
We lead today to positively impact tomorrow.

## **Mission**

Canutillo ISD supports and embraces diversity in a multi-cultural society. Our school community thrives in a safe, engaging, inclusive learning environment. We provide equitable opportunities to ensure our future-ready students are inspired to explore, learn, grow and excel.

**#BeCanutillo**  
**Tomorrow's<sup>4</sup> Best Today**

# TRUSTEE ETHICAL GUIDELINES

CANUTILLO INDEPENDENT SCHOOL DISTRICT

# 1. Student-Centered Focus

- 1.1 I will be continuously guided by what is best for all students of the District.

# TRUSTEE ETHICAL GUIDELINES

## 2. Equity in Attitude

- 2.1 I will be fair, just, and impartial in all my decisions and actions.
- 2.2 I will accord others the respect I wish for myself.
- 2.3 I will encourage expressions of different opinions and listen with an open mind to others' ideas.

### 3. Honor in Conduct

- 3.1 I will tell the truth.
- 3.2 I will share my views while working for consensus.
- 3.3 I will arrive at conclusions only after discussing all aspects of the issue at hand with my fellow Board members in meetings. I will respect the opinions of others and abide by the principle of majority-rule.
- 3.4 I will base my decisions on fact rather than supposition, opinion, or public favor.

## 4. Integrity of Character

- 4.1 I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- 4.2 I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- 4.3 I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

## 5. Trustworthiness in Stewardship

- 5.1 I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- 5.2 I will strive to involve the community by ensuring that it is fully and accurately informed about our schools and will try to interpret community aspirations to the school staff.
- 5.3 I will work to ensure prudent and accountable use of District resources.
- 5.4 I will recognize that authority rests only with the whole Board assembled in meeting and will make no personal promise to take private action that may compromise my performance or my responsibilities.
- 5.5 I will refer all complaints through the proper 'chain of command' within the system and will act on such complaints at public meetings only when administrative solutions fail.

# TRUSTEE ETHICAL GUIDELINES

## 6. Commitment to Service

- 6.1** I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- 6.2** I will diligently prepare for and attend Board meetings;  
I will notify, in advance, either the Board President or the Superintendent when I am unable to attend a Board meeting.
- 6.3** I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- 6.4** I will seek continuing education that will enhance my ability to fulfill my duties effectively.

## 1. GENERAL FUNCTIONS-OTHER

### 1.A. Call to Order

The meeting was called to order at **5:02 pm** by Board President Coronado.

### 1.B. Pledge of Allegiance

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

### 1.C. Texas Pledge of Allegiance

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

### 1.D. Roll Call

Trustees Coronado, Hernandez, Mendoza, Payan, Rodriguez, Searls and Trout were present.

### 1.E. CISD Vision and Mission Statements

The Vision Statement was read by Mrs. Searls and the Mission Statement was read by Mrs. Trout.

### 1.F. Trustee Ethical Guidelines

The Trustees reviewed and discussed item 1: Student-Centered Focus. I will be continuously guided by what is best for all students of the District.

## 2. OPEN FORUM-OTHER

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL): Each participant will be limited to **THREE MINUTES** to make comments to the Board. The Board is **NOT** permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

For further information on those policies, contact the Superintendent's Administrative Assistant.

**Speaker #1:** Nathan Barnes. Mr. Barnes asked that his comments be read into the record. My name is Nathan Barnes and I'm speaking tonight in objection of the book Gender Queer being in our school library. I'm anticipating the argument in favor of keeping this book is because you believe in freedom of speech and the 1st amendment in general. It's true that pornography is allowed through the first amendment, that's not being disputed, but this availability is for those who are 18 and older. Adults. You can't bring pornography to school; it's even listed as a prohibited item in the district. You can't show pornography to minors. You can't have easy access to pornography for minors. Yet all these things are available to minors in your very district, and you know it. You're now in the unenviable position to defend it and explain why you've allowed porn to be accessible to kids. Good luck on that. Another potential argument in favor of the book is it gives individuals access to resources to help them answer questions regarding their sexuality. If Gender Queer didn't have pornographic images and descriptions of a sexual nature than most would say it's just a book. But it does have those images and descriptions that are

inappropriate, and illegal, for minors to view. Plus, there are resources for those individuals in the library right now that don't have the pornographic images that Gender Queer has. Another argument you might use is that we're all transphobic. A feculent and weak accusation that holds no weight at all. I challenge you to find another book in your library with pornographic images and I'll be for its removal. Not because I'm phobic of any sorts, but because I'm against kids having access to porn. Plain and simple. If Romeo and Juliet had this type of scene in their book, I'd be against the immoral part. Finally, I have a request. Send an anonymous survey to every faculty member and simply ask them how morale is, why it's low or high, and what can you give, or take away, that will improve the esprit de corps. I say this because it's clear that morale is dismal. It's not because the bond failed. It's been like this for a while. You owe it to your staff to find a solution. I've heard horror stories from many sources. One states they drink more wine to cope with the day. One said they see teachers crying in the hallways and faculty lounge on a regular basis. One said they break down and sob on Sunday night because they're faced with the harsh reality of going into work for another week. One said in frustration "it just can't keep getting worse. It's just not possible". Many were looking at finding another job in another district or another field of work entirely. Ask yourselves this. Do you have more faculty and students this year than the past years? If not, then why? Not one said it was because they needed more money. It's true that if the district got the bond money they would have enjoyed seeing an influx of cash. But there's something else that's crushing their spirits. Even some students I talked to said this is the worst year by far. So again, my suggestion to you is to begin a survey and compile the reasons for low morale. But after receiving the suggestions actually listen to them. Hubris gets in our way when we think we're right. If you receive an overwhelming number of responses in favor of one thing to be removed and you ignore it then it's essentially the Human Resources version of, "the beatings will continue until morale improves."

Speaker #2: Breanne Barnes. Mrs. Barnes asked that her comments be read into the record. Good evening, Board of Trustees: I begin tonight asking for this to be on the record and no part to be edited in any way. I come with an overall plea to make things make sense because the hypocrisy is astounding! Almost 3 weeks ago, I came and turned in the documents for this book to be reviewed and removed for its vulgar pornographic material that has absolutely no educational value. I still have not received any update on how that is going except a letter in the mail saying it has been started. I realized after the fact that I shouldn't have even had to go through that process. The library book was not checked out to me by the librarian because as I was told they weren't required to as it wasn't instructional material inside the classroom. The entire review process in the EF Local/Legal is over "instructional materials." There is no particular review process in place for instructional or educational resources such as library books. The legal protocol also states that "the ultimate decision lies with the board." Therefore, board I ask that you take a stand and get this book and any other pornographic material inside of our classroom or libraries off our shelves. Hypocrisy example #1: We talk regularly about wanting parents to be involved in their children's education but this must only be if they are agreeing with what we are doing. When I called to reference this book, I was treated like the enemy! Please make this make sense! We need to have a policy in place for parents and community members to reference materials when we inquire with concerns about them. Let's make this process truly transparent to keep parents involved in their children's education. Hypocrisy example #2: The district places filters on our students' devices at school to keep them from looking up inappropriate material, while they are at school but then we are allowing them to access pornographic material in our own library? Please make this make sense! Hypocrisy example #3: CISD's student handbook has pornography listed as a prohibited

item along with guns, weapons, and fireworks. If students bring it, wear it, watch it, or draw it, there will be consequences for them at school for breaking the rules. Again, it is only ok if we are granting them access to it? What draws the line between appropriate and inappropriate pornographic material? Please, make this make sense! Board, the hypocrisy is appalling! This has nothing to do with LGBTQ community vs. heterosexual community. This is about the difference between right and wrong! Please do what is right for our children in CISD by taking action and voting to have this book, and any others like it, removed! Just a reminder, exposing children to pornographic material is considered child abuse under Texas state law.

Speaker #3: Elizabeth Perez thanked the Canutillo community for taking a stand against half-truths and deceit. She stated the community has spoken by voting against the leadership of the district. She also voiced her concerns with pornography in schools. She also asked that the fear mongering stop.

Speaker #4: Heather Taylor stated that Gender Queer was pornographic, not literature, and needed to be removed from the libraries.

Speaker #5: Calvin Taylor stated the Gender Queer was inappropriate (heterosexual or homosexual it did not matter).

Speaker #6: Eilleen Macias voiced her concerns with the images depicted in Gender Queer and the poor treatment she received from CISD staff.

Speaker #7: Daisy Cisneros voiced her concerns with the book Gender Queer. She asked that the board stop being politically correct and do what is right.

Speaker #8: Rebekah Vasquez voiced her concerns with the pornography found in the book Gender Queer and read a letter from Texas Governor Greg Abbott.

Speaker #9: Maggie Hernandez stated she agreed with the previous speakers regarding the book Gender Queer. She noted our Mission Statement and actions do not align. She asked that the book be removed from the library.

Speaker #10: Raphael Alarcon stated he was in support of all the mothers and fathers against the book Gender Queer and no pornography in any form should be allowed in school.

Speaker #11: Jesus Salgado-Ramos informed the board that a community survey had been conducted regarding the reorganization of the board. The results were the following: Mrs. Patricia Mendoza be appointed Board Secretary, Mrs. Laure Searls be appointed Board Vice-President and Mrs. Blanca Trout be appointed Board President.

Speaker #12: Bernardo Barela discussed the Nov. 12, 2021 COVID 19 Q & A meeting with Dr. Orcaranza and Dr. Galaviz. He stated blaming unvaccinated parents and students for COVID 19 infections was divisive. COVID 19 vaccines are not meant to prevent infection but death or lessen the severity of the illness.

Speaker #13: Alexander R. Aguirre asked that classroom sizes for students with severe disabilities remain small. He stated teachers are more successful when they can dedicate more time with each student individually.

Speaker #14: Albert Castaneda introduced himself to the board as the new CISD Facilities Manager.

Speaker #15: Marnie Rocha addressed the board regarding due process. She asked that fairness be rendered in all areas and a student’s rights as individuals should never be violated. Mrs. Rocha stated she was speaking for voiceless students who feel they will be mocked such as transgender, lesbian, and gay students. She stated the learning environment must be inclusive and noted she was not there to defend a book, but neither to burn a book. Instead, she stated she was asking that the book being discussed in Open Forum get due process. She asked that the board not allow the schools and libraries to become the next political battle ground. She also addressed the lack of decorum recently seen at our board meetings. She noted the disrespect displayed by the public against the board of trustees and district administration and asked that the board bring back civility and respectful discourse.

*Mr. Coronado confirmed with Dr. Galaviz that Gender Queer was going through the review process. In addition, he confirmed with Mr. Blanco that laws regarding the review process were being followed.*

### 3. BOARD HONORS

3.A. Recognition of November 11, Veteran's Day, a time for us to pay our respects to those who have served. For one day, we stand united in respect for our veterans.  
Veterans were honored for their service.

3.B. Recognition of Melinda Bennett Shane, Ph. D., Licensed Specialist in School Psychology in honor of School Psychology Awareness Week.  
This item was tabled.

3.C. Recognition of the Canutillo HS Eagles Football Team for winning the 1-5A (DII) District Championship.  
This item was tabled.

### 4. BOARD OF TRUSTEE BUSINESS

4.A. Discussion and action to review and canvass the results of the November 2, 2021 District bond election.  
Mr. Blanco gave an overview of the Bond Election and presented the results to the board.

#### PROPOSITION A

“THE ISSUANCE OF \$177,500,000 OF BONDS BY THE CANUTILLO INDEPENDENT SCHOOL DISTRICT FOR SCHOOL FACILITIES, THE PURCHASE OF LAND FOR SCHOOLS AND SCHOOL FACILITIES AND THE LEVYING OF A TAX IN PAYMENT THEREOF. THIS IS A PROPERTY TAX INCREASE.”

	For	Against
Early Votes (including mail ballots)	302	476
Election Day Votes	277	583
<b>TOTAL</b>	<b>579</b>	<b>1059</b>

PROPOSITION B

“THE ISSUANCE OF \$10,000,000 OF REFUNDING BONDS BY THE CANUTILLO INDEPENDENT SCHOOL DISTRICT FOR THE PURPOSE OF REFUNDING ALL OR A PORTION OF THE PRINCIPAL AND/OR INTEREST ON CERTAIN PREVIOUSLY ISSUED MAINTENANCE TAX OBLIGATIONS OF THE DISTRICT STYLED “CANUTILLO INDEPENDENT SCHOOL DISTRICT MAINTENANCE TAX NOTES, SERIES 2020,” AND ANY REFUNDING OBLIGATIONS THEREOF AND THE LEVYING OF A TAX IN PAYMENT THEREOF. THIS IS A PROPERTY TAX INCREASE.”

	For	Against
Early Votes (including mail ballots)	308	468
Election Day Votes	262	594
<b>TOTAL</b>	<b>570</b>	<b>1062</b>

Both propositions failed.

Mr. Rodriguez asked to make a public statement: It is sad to see that one of my colleagues Laure Searls work against the bond with others in the community. Some of these individuals are listed below. The way this was done troubles me and certain specific issues I feel should be made publicly known. I do give credit to Mr. John Joyner for manning up to some signs that he created even though he didn't follow proper Campaign Finance Laws and Ethics Rules. Several were placed around the community and some in his front yard. Another example is Ms. Perez and Ms. Barnes and I'm sure others dropping leaflets to voters across the district also did not follow Campaign Finance Laws and Ethics Rules. Several witnesses came to us and others provided video of "Ring" doorbells. The hypocrisy of these two are sad especially when they try to preach the good but obviously follow the bad. Here are two examples of that. Ms. Perez at one meeting talks about how the Community of Davenport cannot afford the bond and misleads the community on misinformation that Deanna Davenport was not going to receive anything. At the next board meeting, she asks this board for a five-thousand-dollar stipend. Sad but look like priorities to me. Ms. Barnes who participated in the JFK (Just for Kids Committee) to recommend to the board the bond package. Let me say again because of misinformation in the community this committee recommended to the full board and the board accepted those recommendations. There were some items I didn't agree with, but I respected the process and approved the recommendations. A little time after that Ms. Barnes worked against the bond. Sad but true. The last examples are the signs that appeared all over the community interesting enough they are the same size and style from those that were used by Ms. Annette Brigham, Al Flores, Amber Whitely and Melissa Medlock again these same individuals didn't file proper Campaign Finance Laws and Ethics Rules. Also Ms. Brigham is the one that recommended others to purchase from this vendor in the previous election. I did not file a Campaign Finance Complaint. I let that go because I didn't want to drag Canutillo ISD and this Community through bad press and wanted to move our district forward. So now this time I'm calling on these individuals especially the ones I mentioned to file your report with all expenses and contributions in detail for full transparency. These reports include the costs of the leaflets and signs as well as any other costs associated with the "Vote No" Campaign like stakes, any hardware, gas this is required by law. Look I don't have problem with anyone wanting to campaign against the bond that's what democracy is about, but I do have a problem when you

don't follow proper laws and ethics. The sad part is that the political tactics don't hurt me or my colleagues they hurt the future possibilities of our kids and our community.

It was motioned by Mr. Rodriguez, seconded by Mrs. Trout, and passed unanimously to approve the results of the Nov 2, 2021 District Bond Election.

*When Mrs. Searls cast her vote, she stated she did not appreciate Mr. Rodriguez's comments and found them inappropriate.*

4.B. Discussion and possible adoption of a resolution protecting the welfare of all students within the Canutillo Independent School District against domestic minor sex trafficking.

It was motioned by Mrs. Searls, seconded by Mr. Rodriguez to approve the Resolution protecting the welfare of all students within the Canutillo Independent School District against domestic minor sex trafficking.

4.C. Discussion and possible action to elect new board officers.

**4.C.1. President**

It was motioned by Mr. Rodriguez and seconded by Mr. Hernandez to keep board officers the same (no reorganization).

Mr. Sergio Coronado, Board President

Mr. Salvador Payan, Board Vice-President

Mrs. Mendoza, Board Secretary

**Vote:**

Mr. Coronado-Yes, Mr. Hernandez-Yes, Mrs. Mendoza-Yes, Mr. Payan-Yes,

Mr. Rodriguez-Yes, Mrs. Searls-Abstain and Mrs. Trout-Abstain.

Motion passed.

**4.C.2. Vice-President**

See comments under 4.C.1

**4.C.3. Secretary**

See comments under 4.C.1

**5. CONSENT AGENDA-VOTING**

**5.A. BUSINESS SERVICES**

5.A.1. Approval of the Meeting Minutes

5.A.1.a. October 21, 2021 Special Board Meeting

5.A.1.b. October 26, 2021 Regular Board Meeting

5.A.2. Approval of the Monthly Financials.

5.A.3. Approval of the Monthly Warrant List.

5.A.4. Approval of the Monthly Donations.

5.A.5. Approval of the Budget Amendments.

5.A.6. Approval of the Quarterly Investment Report for the Quarter Ended September 30, 2021.

5.A.7. Acceptance of the Comprehensive Annual Financial Report for the Year Ended June 30, 2021.

5.A.8. Approval of the 2022 Board of Trustee Regular Board Meeting Dates.

#### 5.B. *CURRICULUM*

5.B.1. Approval of Memorandum of Agreement between Canutillo ISD and the University of Texas at El Paso for the teacher residency program in partnership with UTEP.

5.B.2. Approval of COVID Rapid Testing Stipends in the amount of \$500 (yearly).

5.B.3. Acceptance of the Academic Language Services Report on English Learners.

#### 5.C. *HUMAN RESOURCES*

5.C.1. Approval of TASB Policy Update 117. **1st Reading**

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

It was motioned by Mr. Rodriguez, seconded by Mr. Payan, and passed unanimously to approve the Consent Agenda as presented excluding **Item 5.A.5.**

##### **5.A.5 Approval of the Budget Amendments.**

Mrs. Searls had questions regarding a budget amendment in the amount of \$300,000.00 for the purchase of 2 portable classroom at Reyes Elementary. She asked and received the support of Mrs. Trout and Mrs. Mendoza to bring an item before the board to address the overcrowding issues at Reyes Elementary at the next board agenda. Mrs. Searls noted there was enough money in Fund Balance to pay for an additional wing at Reyes Elementary.

It was motioned by Mrs. Searls, seconded by Mrs. Trout, and passed unanimously to approve item 5.A.5 Approval of the Budget Amendments.

#### 6. **ADJOURNMENT**

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

Presented to the Board of Trustees for approval on **December 14, 2021**. 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)*

*CPulley*  
*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

## Executive Summary of Board Agenda Item

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Information  Discussion  Action

Item Type:

Curriculum & Instruction  HumanResources  Business Services

Staff Responsible:

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

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

*CPulley*

*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):





**CISD Approved November 2021 Donations**

<b>Board Approval Date: December 14, 2021</b>							
<b>Date</b>	<b>Donor Name</b>	<b>Address</b>		<b>Donation</b>	<b>Campus/Department</b>	<b>Purpose of Donation</b>	<b>Value</b>
10/29/2021	Red Hawks PTO	N/A		Dance donation	Sylvestre & Carolina Reyes Elementary	Teachers & staff	\$ 956.76
11/12/2021	Irma Barraza	122 Chicken Farm Rd	Vinton, Tx 79821	Playoff football shirts	Canutillo High School	Football Program	\$ 804.00
11/16/2021	Charlie Nissan	6451 S. Desert Blvd	El Paso, TX 79932	Jackets	Migrant Program	Provide winter jackets for students with high need	\$ 1,400.00
11/16/2021	Project Noelle	301 N. Mesa	El Paso, TX 79901	Jackets	Migrant Program	Provide winter jackets for students with high need	\$ 1,200.00
	On-Line Donations (See attached Report)						\$ 1,000.00
							\$ 5,360.76

**CISD Approved Online November 2021 Donations**

Date	Item Name	Sub Total	Purchaser First Name	Purchaser Last Name	Address 1	Address 2	City	State	Zip
11/1/2021	Canutillo High School Donations - CHS Clubs and Activities - Baseball	1,000.00	Claudia	Munoz	1048 Dona Beatriz Circle		El Paso	TX	79932
	Total Online Donations	1,000.00							

# 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)*

*CPulley*  
*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):





# FINANCIAL SERVICES

## CANUTILLO A Premier District

TO: Board of Trustees  
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Director of Financial Services

DATE: December 1, 2021

SUBJECT: Budget Amendments for November 2021

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 341243** – This budget amendment will allocate funds from Function 23 – School Leadership to Function 13 – Curriculum/Staff Development to support teachers as they undergo refresher training utilizing Action Coaching and Leverage Leadership processes. This budget amendment will have a positive impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.23.6411.00.104.99	Employee Travel	\$ 8,390	\$ (600)	\$ 7,790
199.13.6411.00.104.11	Employee Travel	\$ 0	\$ 600	\$ 600

**BJE 341261** – This budget amendment will reclassify an insurance reimbursement to insurance recovery. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.00.5745.00.000.00	Insurance Recovery	\$ 0	\$ 39,139	\$ 39,139
199.81.6629.00.999.99	Building Purchase/ Construction/ Improvement	\$ 883,850	\$ 39,139	\$ 922,989

Street Address:  
7965 Arcraft 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).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division: (915) 877-7425 | 7965 Arcraft Dr. | El Paso TX 79932.

A RESOLUTION AMENDING THE PRIOR RESOLUTION PROVIDING FOR THE DEFEASANCE AND CALLING FOR REDEMPTION OF CERTAIN CURRENTLY OUTSTANDING DEBT OBLIGATIONS OF THE DISTRICT; AND RESOLVING OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, on August 24, 2021, the Board of Trustees (the *Board*) of the Canutillo Independent School District (the *District*) adopted a resolution (the *Original Resolution*) providing for the defeasance and calling for redemption of a portion of the obligations designated as “Canutillo Independent School District Unlimited Tax Refunding Bonds, Series 2012”, dated November 15, 2012 (the *Obligations*); and

WHEREAS, in the Original Resolution, the Board authorized certain District officials to execute an Escrow and Trust Agreement with The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent, in connection with the defeasance and redemption of the Obligations; and

WHEREAS, the Board hereby finds that it is in the best interest of the District and the citizens of the District to substitute The Bank of New Mellon Trust Company, N.A., Dallas, Texas, as escrow agent, and to amend the Original Resolution to make the terms and provisions thereof consistent with such substitution; now, therefore,

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

SECTION 1: (a) Section 1 of the Original Resolution is hereby amended by replacing “The Bank of New York Mellon Trust Company, N.A., Dallas, Texas” with “BOKF, NA, Dallas, Texas.”

(b) The form of Escrow and Trust Agreement referenced in Section 2 of the Original Resolution and set forth in Exhibit A to the Original Resolution is hereby deleted in its entirety and in its place, the form of Escrow and Trust Agreement set forth in Exhibit A hereto is hereby inserted.

SECTION 2: Nothing in this Resolution affects or modifies any of the provisions of the Original Resolution, except as expressly provided herein. The Original Resolution, as amended by this Resolution, will continue in full force and effect and is ratified and affirmed by the Board.

SECTION 3: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 4: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 5: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application

of such provision to other persons and circumstances shall nevertheless be valid, and the Board hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 6: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 7: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

*[The remainder of this page intentionally left blank.]*

PASSED AND APPROVED, this the 14th day of December, 2021.

CANUTILLO INDEPENDENT  
SCHOOL DISTRICT

---

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

*[The remainder of this page intentionally left blank.]*

**EXHIBIT A**

**ESCROW AGREEMENT**

See Attached

ESCROW AND TRUST AGREEMENT

THIS ESCROW AND TRUST AGREEMENT (the "Agreement") is made and entered into as of \_\_\_\_\_, 2021, by and between the Canutillo Independent School District, a governmental agency, body politic and corporate and political subdivision of the State of Texas in El Paso County, Texas (the "District"), and BOKF, NA, Dallas, Texas, a banking association organized and existing under the laws of the United States of America, or its successors or assigns hereunder, as escrow agent (the "Escrow Agent").

W I T N E S S E T H :

WHEREAS, the District has heretofore issued, sold, and delivered, and there is currently outstanding obligations of the following issue or series (hereinafter called the "Defeased Bonds"), to wit: "Canutillo Independent School District Unlimited Tax Refunding Bonds, Series 2012," dated November 15, 2012, being a portion of such current interest bonds scheduled to mature on August 15 in each of the years 20\_\_ through 20\_\_, and aggregating in the principal amount of \$\_\_\_\_\_; and

WHEREAS, in accordance with the provisions of Texas Government Code, Chapter 1207, as amended (the "Act"), the District is authorized to deposit funds with the place of payment for the Defeased Bonds, or other authorized depository, and enter into an escrow or similar agreement with such place of payment for the safekeeping, investment, reinvestment, administration and disposition of such deposit, upon such terms and conditions as the parties may agree, provided such deposits may be invested only (i) direct noncallable obligations of the United States of America, including obligations the principal of and interest on which are unconditionally guaranteed by the United States of America, (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations unconditionally guaranteed or insured by the agency or instrumentality and on the date of their acquisition or purchase by the District are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent (hereinafter called "Governmental Securities") that mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of the Defeased Bonds; and

WHEREAS, the Defeased Bonds are scheduled to mature, or be redeemed, and interest thereon is payable on the dates and in the manner set forth in Exhibit A attached hereto and incorporated herein by reference as a part of this Agreement for all purposes; and

WHEREAS, concurrently herewith, the District will cause funds to be deposited with the Escrow Agent under this Agreement, which deposit of funds will be sufficient to pay and redeem in full the Defeased Bonds on August 15, 2022 (the "Payment Date"); and

WHEREAS, the Escrow Agent is a national banking association organized and existing under the laws of the United States of America, possessing trust powers and is fully qualified and empowered to enter into this Agreement; and

WHEREAS, the Escrow Agent is not a depository bank of the District; and

WHEREAS, pursuant to a resolution adopted by the Board of Trustees on August 24, 2021, as amended by an amendatory resolution adopted by the Board of Trustees on December 14, 2021 (together, the "Resolution"), the District duly approved and authorized the execution of this Agreement; and

WHEREAS, the District, the Escrow Agent, and the Prior Paying Agent (as defined herein), as the case may be, shall take all action necessary to call, pay, redeem and retire such Defeased Bonds in accordance with the provisions thereof, including, without limitation, all actions required by the order and pricing certificate authorizing the Defeased Bonds, the Act, the Resolution and this Agreement;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and the payment to the Escrow Agent of the amounts provided in Section 11 hereof, and to secure the payment of the principal of and the interest on the Defeased Bonds, the District and the Escrow Agent hereby agree as follows:

SECTION 1: Receipt. Receipt of true and correct copies of the order and pricing certificate authorizing the issuance of the Defeased Bonds, the Resolution, and the Verification Report prepared by Causey Demgen & Moore P.C. and relating to the Defeased Bonds are hereby acknowledged by the Escrow Agent. Reference herein to or citation herein of any provision of such documents shall be deemed an incorporation of such provision as a part hereof in the same manner and with the same effect as if it were fully set forth herein.

SECTION 2: Escrow Fund Creation/Funding. There is hereby created by the District and the Escrow Agent a special segregated and irrevocable trust fund designated "CANUTILLO INDEPENDENT SCHOOL DISTRICT SERIES 2012 UNLIMITED TAX REFUNDING BOND DEFEASANCE 2021 ESCROW FUND" (hereinafter called the "Escrow Fund") for the benefit of the holders of the Defeased Bonds, and the District agrees and covenants to cause to be deposited with the Escrow Agent for the credit of the Escrow Fund the sum of \$\_\_\_\_\_.

The Escrow Agent agrees to establish such Escrow Fund and further agrees to receive such moneys, apply the same as set forth herein, and to hold the cash and investments, if any, deposited and credited to the Escrow Fund for application and disbursement for the purposes and in the manner provided in this Agreement.

SECTION 3: Escrow Fund Sufficiency Warranty. The District represents that the cash and investments, if any, together with the interest to be earned thereon, deposited to the credit of the Escrow Fund will be sufficient to pay the principal of and premium and interest on the Defeased Bonds as the same shall become due and payable, and such Defeased Bonds, and the interest thereon, are to mature or be redeemed and shall be paid at the times and in the amounts set forth and identified in **Exhibit A** attached hereto.

SECTION 4: Pledge of Escrow. The Escrow Agent agrees that all cash and/or investments, together with any income or interest earned thereon, held in the Escrow Fund shall constitute dedicated interest and sinking funds for the payment of the principal of and interest on the Defeased Bonds which will mature and become due on and after the date of this Agreement, and such funds deposited and to be received from maturing principal and interest on investments, if any, in the Escrow Fund shall be applied solely in accordance with the provisions of this Agreement.

SECTION 5: Escrow Insufficiency. If, for any reason, at any time, the funds on hand in the Escrow Fund shall be insufficient to make the payments set forth in Exhibit A attached hereto, as the same becomes due and payable, notice of any such insufficiency shall be immediately given by the Escrow Agent to the District by the fastest means possible, but neither the Escrow Agent nor the District shall in no manner be responsible for any insufficiency of funds in the Escrow Fund.

SECTION 6: Firm Banking Arrangements-Collateralization. The Escrow Agent represents that the deposit covered by this Agreement shall constitute firm banking arrangements to insure payment of the Defeased Bonds and such deposit is collateralized to insure against any loss or diminution by virtue of any action of the Escrow Agent or as a result of its lack of financial integrity and such deposit, if not invested pursuant to Section 9 hereof, will be continuously collateralized by securities or obligations which qualify and are eligible under both the laws of the State of Texas and the laws of the United States of America to secure and be pledged as collateral for paying agent accounts to the extent such money is not insured by the Federal Deposit Insurance Corporation until the principal and interest on the Defeased Bonds have been presented for payment and paid to the owner thereof.

SECTION 7: Withdrawal of Funds. On or before each principal and/or interest payment date or redemption date, as the case may be, for the Defeased Bonds shown in Exhibit A attached hereto, the Escrow Agent, without further direction from anyone, including the District, shall cause to be withdrawn from the Escrow Fund the amount required to pay the accrued interest on the Defeased Bonds due and payable on such payment date and the principal of the Defeased Bonds due and payable on such payment date or redemption date, as the case may be, and the amount withdrawn from the Escrow Fund shall be immediately transmitted and deposited with the paying agent for the Defeased Bonds to be paid with such amount. The paying agent for the Defeased Bonds is The Bank of New York Mellon Trust Company N.A. (the "Prior Paying Agent").

SECTION 8: Absence of Claim/Lien on Escrow Fund. The Escrow Agent shall have no lien whatsoever upon any of the moneys or investments, if any, in the Escrow Fund for payment of services rendered hereunder or for any costs or expenses incurred hereunder and reimbursable from the District.

SECTION 9: Investment of Moneys on Deposit in Escrow Fund. Pending the disbursement of moneys held in the Escrow Fund, amounts deposited to the credit of the Escrow Fund may be invested at the direction of the District in Governmental Securities which mature on or before the Payment Date and are not subject to prior redemption, provided that, prior to such investment, the District delivers to the Escrow Agent an opinion by an independent certified public accountant that the Governmental Securities shall mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, if any, to pay when due the principal of and interest on the Defeased Bonds at the times and in the amounts set forth in **Exhibit A** attached hereto. All earnings realized from the investment of such funds will be remitted to the District immediately following the receipt thereof by the Escrow Agent. No investment of funds deposited to the credit of the Escrow Fund shall be made on or after the Payment Date of the Defeased Bonds. Except as authorized and permitted in this Section, neither the District nor the Escrow Agent shall invest any moneys deposited in the Escrow Fund.

SECTION 10: Absence of Escrow Agent's Liability Re: Investments. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment made in the Governmental Securities as provided in Section 9 hereof.

SECTION 11: Escrow Agent's Compensation-Paying Agent/Registrar Charges. The District agrees to pay the Escrow Agent for the performance of services hereunder and as reimbursement for anticipated expenses to be incurred hereunder the amount of \$\_\_\_\_\_ and the Escrow Agent hereby agrees such amount is full and complete payment for the administration of this Agreement; provided, however, notwithstanding anything herein to the contrary, the aggregate value of this Agreement shall be less than the dollar limitation set forth in Section 2071.002(a)(2) or Section 2274.002(a)(2) of the Texas Government Code, as amended.

The District also agrees to deposit with the Escrow Agent on the date of the delivery of the Bonds, the sum of \$\_\_\_\_\_, which represents the amount due the Prior Paying Agent, as paying agent for the Defeased Bonds, and in full satisfaction of amounts due to the Prior Paying Agent to effect the redemption of the Defeased Bonds. The Escrow Agent agrees to transmit such amounts to the Prior Paying Agent in accordance with the District's instructions.

In the event that the Escrow Agent is requested by the District to perform any extraordinary services beyond those required by this Agreement, the District hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all reasonable expenses incurred by the Escrow Agent in performing such extraordinary services. The Escrow Agent shall not be required to risk or expend its own funds before taking any action under this Agreement.

SECTION 12: Escrow Agent's Duties/Responsibilities/Liability. The Escrow Agent shall not be responsible for any recital herein, except with respect to its organization, its powers and authority and to the safety and security of the deposit of funds to be made by the District hereunder. As to the existence or nonexistence of any fact relating to the District or as to the sufficiency or validity of any instrument, paper or proceedings relating to the District, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the District by the Secretary of the Board of Trustees as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the Secretary of the Board of Trustees under the District's seal, to the effect that a resolution or other instrument in the form therein set forth has been adopted by the Board of Trustees of the District, as conclusive evidence that such resolution or other instrument has been duly adopted and is in full force and effect.

The duties and obligations of the Escrow Agent shall be determined solely by the express provisions of this Agreement and the Escrow Agent shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Agreement, and no implied covenants or obligations shall be read into this Agreement against the Escrow Agent.

In the absence of bad faith on the part of the Escrow Agent, the Escrow Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon any certificate or opinion furnished to the Escrow Agent, conforming to the requirements of this Agreement; but notwithstanding any provision of this Agreement to the contrary, in the case of any such certificate or opinion or any evidence which by any provision hereof is specifically required to be furnished to the Escrow Agent, the Escrow Agent shall be under a duty to examine the same to determine whether it conforms to the requirements of this Agreement.

The Escrow Agent shall not be liable for any error of judgment made in good faith by a Responsible Officer or Officers of the Escrow Agent unless it shall be proved that the Escrow Agent was negligent in ascertaining or acting upon the pertinent facts. The Escrow Agent shall not be responsible or liable to any person in any manner whatever for the sufficiency, correctness, genuineness, effectiveness, or validity of the deposits made pursuant to this Agreement, or for the form or execution thereof, or for the identity or authority of any person making or executing such deposits.

The term "Responsible Officers" of the Escrow Agent, as used in this Agreement, shall mean and include the Chairman of the Board of Directors, the President, any Vice President and any Second Vice President, the Secretary and any Assistant Secretary, the Treasurer and any Assistant Treasurer, and every other officer and assistant officer of the Escrow Agent customarily performing functions similar to those performed by the persons who at the time shall be officers, respectively, or to whom any corporate trust matter is referred, because of his or her knowledge of and familiarity with a particular subject; and the term "Responsible Officer" of the Escrow Agent, as used in this Agreement, shall mean and include any of such officers or persons.

SECTION 13: Interpleader. This Agreement is between the District and the Escrow Agent only and in connection therewith the Escrow Agent is authorized by the District to rely upon the representations of the District with respect to this Agreement and the deposits made pursuant hereto and as to this District's right and power to execute and deliver this Agreement, and the Escrow Agent shall not be liable in any manner as a result of such reliance. The duty of the Escrow Agent hereunder shall only be to the District and the holders of the Defeased Bonds. In the event conflicting demands or notices are made upon the Escrow Agent growing out of or relating to this Agreement or the Escrow Agent in good faith is in doubt as to what action should be taken hereunder, the Escrow Agent shall have the right at its election to:

(a) Withhold and stop all further proceedings in, and performance of, this Agreement with respect to the issue in question and of all instructions received hereunder in regard to such issue; and

(b) File a suit in interpleader and obtain an order from a court of appropriate jurisdiction in the State of Texas requiring all persons involved to interplead and litigate in such court their several claims and rights among themselves.

In the event the Escrow Agent becomes involved in litigation in connection with this Section, the District, to the extent permitted by law, agrees to indemnify and save the Escrow Agent harmless from all loss, cost, damages, expenses and attorney fees suffered or incurred by the Escrow Agent, without negligence or bad faith on the Escrow Agent's part, as a result thereof. The obligations of the Escrow Agent under this Agreement shall be performable at the principal corporate office of the Escrow Agent in the City of Dallas, Texas.

The Escrow Agent may advise with legal counsel in the event of any dispute or question regarding the construction of any of the provisions hereof or its duties hereunder, and in the absence of negligence or bad faith on the part of the Escrow Agent, no liability shall be incurred by the Escrow Agent for any action taken pursuant to this Section and the Escrow Agent shall be fully protected in acting in accordance with the opinion and instructions of legal counsel that is knowledgeable and has expertise in the field of law addressed in any such legal opinion or with respect to the instructions given.

SECTION 14: Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

SECTION 15: Accounting – Annual Report. Promptly after August 31 of each year, commencing with the year 2022, so long as the Escrow Fund is maintained under this Agreement, the Escrow Agent shall forward by letter to the District, to the attention of the Chief Business Officer, or other designated official of the District, a statement in detail of the Governmental Securities, if any, and monies held, and the current income and maturities thereof, and the withdrawals of money from the Escrow Fund for the preceding 12 month period ending August 31<sup>st</sup> of each year.

SECTION 16: Notices. Any notice, order, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed as follows:

CANUTILLO INDEPENDENT SCHOOL DISTRICT  
7965 Artcraft Road  
El Paso, Texas 79932  
Attention: Chief Business Officer

BOKF, NA  
5956 Sherry Lane, Suite 1201  
Dallas, Texas 75225  
Attention: Corporate Trust

The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the dates and fact of delivery.

Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof.

SECTION 17: Performance Dates. Whenever under the terms of this Agreement the performance dates of any provision hereof, including the dates of maturity of interest on or principal of the Defeased Bonds, shall be a Sunday or a legal holiday or a day on which the Escrow Agent is authorized by law to close, then the performance thereof, including the payment of principal of and interest on the Defeased Bonds, need not be made on such dates but may performed or paid, as the case may be, on the next succeeding business day of the Escrow Agent with the same force and effect as if made on the dates of performance or payment and with respect to a payment, no interest shall accrue for the period after such dates.

SECTION 18: Warranty of Parties Re; Power to Execute and Delivery Escrow Agreement. The District covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Agreement, in any and every such Defeased Bond as executed, authenticated and delivered and in all proceedings pertaining thereto as such Defeased Bonds shall have been modified as provided in this Agreement. The District covenants that it is duly authorized under the Constitution and laws of the State of Texas to execute and deliver this Agreement, that all actions on its part for the payment of such Defeased Bonds as provided herein and the execution and delivery of this Agreement have been duly and effectively taken and that such Defeased Bonds and coupons, if any, in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the District according to the import thereof as provided in this Agreement.

SECTION 19: Executed Counterparts. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 20: Iran, Sudan and Foreign Terrorists Organizations. The Escrow Agent represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website:

<https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>,  
<https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or  
<https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>.

The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Escrow Agent and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Escrow Agent understands "affiliate" to mean an entity that controls, is controlled by, or is under common control with the Escrow Agent within the meaning of SEC Rule 133(f), 17 C.F.R. § 230.133(f), and exists to make a profit.

SECTION 21: Severability. If any one or more of the covenants or agreements provided in this Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement. In the event any covenant or agreement contained in this Agreement is declared to be severable from the other provisions of this Agreement, written notice of such event shall immediately be given to each national rating service (Moody's Investors Service, Standard & Poor's Corporation or Fitch Investors Service) which has rated the Defeased Bonds on the basis of this Agreement.

SECTION 22: Termination. This Agreement shall terminate when the Defeased Bonds, including interest due thereon, have been paid and discharged in accordance with the provisions of this Agreement. If any Defeased Bonds are not presented for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Agreement. Funds for the payment of any nonpresented Defeased Bonds and accrued interest thereon shall upon termination of this Agreement be held by the Escrow Agent for such purpose in accordance with Section 7 hereof. Any moneys or Governmental Securities held in the Escrow Fund at termination and not needed for the payment of the principal of or interest on any of the Defeased Bonds shall be paid or transferred to the District.

SECTION 23: Assignment. Neither the District nor the Escrow Agent shall assign or attempt to assign or transfer any interest hereunder or any portion of any such interest. Any such assignment or attempted assignment shall be in direct conflict with this Agreement and be without effect.

SECTION 24: Successors/Assigns.

(a) Should the Escrow Agent not be able to legally serve or perform the duties and obligations under this Agreement, or should the Escrow Agent be declared to be insolvent or closed for any reason by federal or state regulatory authorities or a court of competent jurisdiction, the District, upon being notified or discovering the Escrow Agent's inability or disqualification to serve hereunder, shall forthwith appoint a successor to replace the Escrow Agent, and upon being notified of such appointment, the Escrow Agent shall (i) transfer all funds and securities held hereunder, together with all books, records and accounts relating to the Escrow Fund and the Defeased Bonds, to such successor and (ii) assign all rights, duties and obligations under this Agreement to such successor. If the District should fail to appoint such a successor within ninety (90) days from the date the District discovers, or is notified of, the event or circumstance causing the Escrow Agent's inability or disqualification to serve hereunder, the Escrow Agent, or a bondholder of the Defeased Bonds, may apply, at the expense of the District, to a court of competent jurisdiction to appoint a successor or assigns of the Escrow Agent and such court, upon determining the Escrow Agent is unable to continue to serve, shall appoint a successor to serve under this Agreement and the amount of compensation, if any, to be paid to such successor for the remainder of the term of this Agreement for services to be rendered for administering the Escrow Fund.

(b) Furthermore, the Escrow Agent may resign and be discharged from performing its duties and responsibilities under this Agreement upon notifying the District in writing of its intention to resign and requesting the District to appoint a successor. No such resignation shall take effect until a successor has been appointed by the District and such successor has accepted such appointment and agreed to perform all duties and obligations hereunder for a total compensation equal to the unearned proportional amount paid the Escrow Agent under Section 11 hereof for the administration of this Agreement.

Any successor to the Escrow Agent shall be a bank, trust company or other financial institution that is duly qualified under applicable law (the Act, or other appropriate statute) to serve as escrow agent hereunder and authorized and empowered to perform the duties and obligations contemplated by this Agreement and organized and doing business under the laws of the United States or the State of Texas, having its principal office and place of business in the State of Texas, having a combined capital and surplus of at least \$5,000,000 and be subject to the supervision or examination by Federal or State authority.

Any successor or assigns to the Escrow Agent shall execute, acknowledge and deliver to the District and the Escrow Agent, or its successor or assigns, an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor, subject to the terms of this Agreement, all the rights, powers and trusts created and established and to be performed under this Agreement. Upon the request of any such successor Escrow Agent, the District shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties. The term "Escrow Agent" as used herein shall be the Escrow Agent and its legal assigns and successor hereunder.

SECTION 25: Escrow Agreement – Amendment/Modification. This Agreement shall be binding upon the District and the Escrow Agent and their respective successors and legal representatives and shall inure solely to the benefit of the holders of the Defeased Bonds, the District, the Escrow Agent and their respective successors and legal representatives. Furthermore, no alteration, amendment or modification of any provision of this Agreement (1)

shall alter the firm financial arrangements made for the payment of the Defeased Bonds or (2) shall be effective unless (i) prior written consent of such alteration, amendment or modification shall have been obtained from the holders of all Defeased Bonds outstanding at the time of such alteration, amendment or modification and (ii) such alteration, amendment or modification is in writing and signed by the parties hereto; provided, however, the District and the Escrow Agent may, without the consent of the holders of the Defeased Bonds, amend or modify the terms and provisions of this Agreement to cure in a manner not adverse to the holders of the Defeased Bonds any ambiguity, formal defect or omission in this Agreement. If the parties hereto agree to any amendment or modification to this Agreement, prior written notice of such amendment or proposed modification, together with the legal documents amending or modifying this Agreement, shall be furnished to each national rating service (Standard & Poor's Corporation, Moody's Investors Service or Fitch Investors Service) which has rated the Defeased Bonds on the basis of this Agreement, prior to such amendment or modification being executed.

SECTION 26: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27: Governing Law. This Agreement shall be governed by the laws of the State of Texas.

*[The remainder of this page intentionally left blank.]*

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed by their duly authorized officers as of the date first above written.

CANUTILLO INDEPENDENT SCHOOL  
DISTRICT

---

Chief Business Officer

BOKF, NA,  
as Escrow Agent

---

Title: \_\_\_\_\_

EXHIBIT A

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and recommendation regarding the Request for Proposal issued for the purchase of two portable classrooms for Reyes Elementary School

Justification Statement: In accordance with CH (Local): "...Any single, budgeted purchase of goods and 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..."

Purpose of Agenda Item: [ ] Information [ ] Discussion [X] Action
Item Type: [ ] Curriculum & Instruction [ ] HumanResources [ ] Business Services

Staff Responsible: [Signature] Bruno Vasquez 11/ 08/2021
Signature of Requester(s)

[Signature]
Signature of Presenter(s)
[Signature]
Business Services Approval (Initials)
Date 11/30/2021

Agenda Summary:
The administration issued a Request for Proposal for two new portable classrooms requested by Reyes Elementary School's Principal.
We received two proposals; a selection committee met to review the submissions and recommended Palomar Modular Buildings LLC as the company offering the best value to the District.

RECOMMENDATION: Administration recommends approval of the proposal received from Palomar Modular Buildings LLC, in the amount of \$139,784.00; for two portable classrooms delivered and installed at RES.

PRIOR BOARD ACTION: None AWARDED: N/A AWARDED AMOUNT: N/A

AMOUNT(S): \$139,784.00

ACCOUNT NO(S): 199.81.6629.00.106.99

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

REQUESTING DEPARTMENT:
Facilities Department

CONSEQUENCES OF NON-APPROVAL:
Inability to provide additional instructional space required by the campus administration

IMPLEMENTATION TIMELINE:
Upon approval

ATTACHMENT(S): X Evaluation score sheet summary 42
Bid Summary

**CANUTILLO INDEPENDENT SCHOOL DISTRICT  
REQUEST FOR PROPOSAL #2022-03 PORTABLE CLASSROOMS (Reyes Elementary)**

<b>AVERAGE TOTAL</b>	Palomar Modular Buildings LLC	Sustainable Modular Management
1 The Purchase Price	20.0	18.2
<b>Total Points - 20</b>		
2 The reputation of the vendor and the vendor's goods and services	9.5	6.0
<b>Total Points - 10</b>		
3 The Quality of the vendor's goods and services	14.8	8.5
<b>Total Points - 15</b>		
4 The extent to which the vendors goods and service meet the districts needs	15.0	9.8
<b>Total Points - 15</b>		
5 The vendor's past relationship with the district	5.0	1.8
<b>Total Points - 5</b>		
6 The impact on the ability of the district to comply with laws and rules related to historically utilized businesses	0.0	0.0
<b>Total Points - 0</b>		
7 The total long-term cost to the district to acquire the vendor's goods and services	13.8	11.0
<b>Total Points - 15</b>		
8 For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner - (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0.0	0.0
<b>Total Points - 0</b>		
9 Any other relevant factors specifically listed in the request for bids or proposals	20.0	12.5
<b>Total Points - 20</b>		
<b>TOTAL POSSIBLE SCORE = 100</b>	98.0	67.7
<b>RANKING</b>	<b>1</b>	<b>2</b>

<b>Event Number</b>	2022-03 Addendum 1	<b>Organization</b>	Canutillo Independent School District
<b>Event Title</b>	Portable Classroom	<b>Workgroup</b>	Purchasing
<b>Event Description</b>	Canutillo Independent School District (CISD)	<b>Event Owner</b>	Elizabeth Sida
<b>Event Type</b>	RFP	<b>Email</b>	esida@canutillo-isd.org
<b>Issue Date</b>	10/11/2021 10:36:00 PM (MT)	<b>Phone</b>	(915) 877-7426
<b>Close Date</b>	11/4/2021 02:00:00 PM (MT)	<b>Fax</b>	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total	Purchase Price points
Palomar Modular Buildings LLC	DeSoto	TX	10/29/2021 02:21:27 PM (MT)	2	\$139,784.00	20
Sustainable Modular Management	Plano	TX	11/2/2021 01:24:55 PM (MT)	2	\$153,992.00	18.2

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

This request for Proposal was issued to obtain proposals for two new 32' x 24' portable classroom buildings to be delivered and installed at Reyes Elementary School, located at 7440 Northern Pass Dr, El Paso, Texas, 79911.

The solicitation was sent to sixty-five registered suppliers on the Canutillo ISD electronic bidding system. Two vendors responded to this solicitation; Palomar Modular Buildings, LLC., and Sustainable Modular Management.

A committee was formed to review the proposals submitted. The committee recommends Palomar Modular Buildings, LLC as the company offering the best value to the District.

# Board of Trustees

Meeting Date: 12/14/2021

## Executive Summary of Board Agenda Item

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)*

\_\_\_\_\_  
*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):



<b>Event Number</b>	2022-04 Addendum 1	<b>Organization</b>	Canutillo Independent School District
<b>Event Title</b>	Wastewater Treatment Decommissioning Services	<b>Workgroup</b>	Purchasing
<b>Event Description</b>	The Canutillo Independent School District is requesting sealed proposals from companies interested in providing consulting services for the decommissioning of a wastewater treatment plant, per the information contained in this solicitation. Canutillo ISD reserves the right to revise and amend these specifications before the submission deadline. Revisions or amendments, if any, will be provided in writing		
<b>Event Type</b>	RFQ	<b>Email</b>	esida@canutillo-isd.org
<b>Issue Date</b>	10/25/2021 02:45:49 PM (MT)	<b>Phone</b>	(915) 877-7426
<b>Close Date</b>	11/30/2021 02:00:00 PM (MT)	<b>Fax</b>	

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Latitudes Environmental	Houston	TX	11/23/2021 09:55:11 AM (MT)	0	\$0.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

The Facilities department requested The Facilities Department submitted a request to issue a Request for Qualifications (RFQ) for Wastewater Treatment Decommissioning services for consulting services regarding the wastewater treatment plant servicing Canutillo Middle School. The purpose of the solicitation was issued to obtain professional services that will ensure that the District complies with Texas Commission on Environmental Quality (TCEQ) requirements to submit a closure plan for review and approval to the Municipal permits team, wastewater permitting section (MC 148) of the Water Quality Division.

The RFQ was initially scheduled to close on November 18, 2021 at 2:00PM. The RFQ response due date was extended to Tuesday, November 30, 2021 at 2:00pm. Though the RFQ response date was extended, only one response was received from Latitudes Environmental.

CANUTILLO INDEPENDENT SCHOOL DISTRICT  
 REQUEST FOR QUALIFICATION (RFQ) 2022-04  
 Wastewater Treatment Decommissioning Services (CMS)

	Vendor #1
<b>EVALUTORS AVERAGE SCORE</b>	<b>Latitudes Environmental</b>
The offeror's experience, QA/ QC processes, and how their company profile aligns with CISD's Vision and Mission Statements	40.00
<b>TOTAL # of points</b> <span style="float: right;"><b>40</b></span>	
The offeror's technical competence - ability to staff the project including registered/certified professionals and technical staff. Provide copies of credentials, licenses, and resumes	25.00
<b>TOTAL # of points</b> <span style="float: right;"><b>25</b></span>	
The offerors capability to perform, including when dealing with aggressive deadlines, capability to provide the required services, unique capabilities of firm to perform the services	23.33
<b>TOTAL # of points</b> <span style="float: right;"><b>25</b></span>	
The past performance of the offeror's team and members of the team, conflict resolution, and past experience with Canutillo Independent School District or other similar entities	5.00
<b>TOTAL # of points</b> <span style="float: right;"><b>5</b></span>	
Other appropriate factors submitted by the team or firm in response to the RFQ, including client references	4.67
<b>TOTAL # of points</b> <span style="float: right;"><b>5</b></span>	
<b>TOTAL SCORE</b> <span style="float: right;"><b>100</b></span>	98.00

# Board of Trustees

## Executive Summary of Board Agenda Item

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

Subject/Title for Agenda Posting: Proclamation 2022 Adoption of Instructional Materials Approval of Campus Voting Delegates/Alternates

Justification Statement: As per the district's Instructional Materials Adoption Procedures Manual, campus voting delegates/alternates must be approved by the Board of Trustees.

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

Staff Responsible:

Dr. Monica Reyes / Nancy Torres / Alex Aguilar

Signature of Requester(s)

Dr. Monica Reyes

Signature of Presenter(s)

Elizabeth B. Sida

Business Services Approval (Initials)

Date

### Agenda Summary:

The State Board of Education (SBOE) issued Proclamation 2022 Adoption on April 2020 to call for Texas Essential Knowledge and Skills for Health Education K-8 and Health I & II. The adopted materials are scheduled to go into classrooms in the 2022-2023 school year.

Pursuant the Policies EFA (Legal) nd EF (Local), districts must follow procedures for adopting instructional materials. As per the district's Instructional Materials Procedures Manual, teachers who are recommended by their Campus Improvement Committees to serve as campus voting delegates and alternates must be approved by the Board of Trustees.

RECOMMENDATION: Administration recommends that the Board of Trustees approve the Campus Voting Delegates/Alternates per the attached list for Proclamation 2022 Instructional Materials Adoption

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)

Quotes from selected publishers meeting the district's criteria based on IM Adoption Manual and final selection.

REQUESTING DEPARTMENT:

School Resources / Physical Education Department

CONSEQUENCES OF NON-APPROVAL:

The District will not be in compliance with policies EFA (Legal) and EF (Local), and will not be able to proceed with the procurement of adopting Instructional Materials.

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S):

Proclamation 2022 List of Voting Delegates and Alternatives.



**Proclamation 2022  
Voting Delegates/Representatives  
&  
Alternates**

**Canutillo Elementary**

Adriana Cardenas- Voting Delegate  
Christopher Ambriz- Alternate

**Bill Childress Elementary**

Susana Miranda- Voting Delegate  
Laura Aguilar- Alternate

**Deanna Davenport Elementary**

Ana Merritt- Voting Delegate  
Jessica Valero- Alternate

**Jose Damian Elementary**

Erica Ochoa- Voting Delegate  
Jessica Britton- Alternate

**Garcia Elementary**

Maria Aguilar- Voting Delegate  
Andrea Villalba- Alternate

**Reyes Elementary**

Julia Melendez- Voting Delegate  
Maria Castro- Alternate

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

**Discussion and recommendation to approve TASB Policy Update 117**

Justification Statement:

To update legal and local policies online through Update 117

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 117 includes policy revisions in response to revised state and federal rules. In addition, the update includes a reorganization of the legally referenced policies in the CH and CV series regarding purchasing and facilities construction. Local policy recommendations address revisions to the leaves and absences policy DEC and an optional delegation to the superintendent for certain emergency contracts.

Local Policies affected **CH, CV, DEC.**

### RECOMMENDATION:

**That Update 117 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:

Immediately; 1<sup>st</sup> and 2<sup>nd</sup> readings required.

ATTACHMENT(S):

- **Policy Comparison Packet.**





## (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

**Purchasing  
Authority**

The Board delegates to the purchasing agent the authority to make budgeted purchases for goods or services. However, 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, except as otherwise provided in this policy.

The following shall not require advance approval from the Board before payment:

1. All payroll and all payroll-related payments such as Texas Teacher Retirement System (TRS), income tax withholding, contributions to employee-directed annuities and insurance policies, and other payments authorized by employees from their salaries.
2. All payments arising from or relating to the District's self-funded health plan and self-funded workers' compensation plan.
3. All regularly scheduled payments for transactions previously approved by the Board such as payments on bonds, leases for equipment and/or vehicles, and all monthly payments for utilities, telephone service, and Internet service.
4. Legal, accounting, and auditing services.
5. Payment for fuel for District vehicles.
6. Payments to other governmental entities such as the Central Appraisal District or Region 19 Education Service Center.
7. Payments on District credit cards.
8. Premiums for property and casualty insurance, general liability insurance, motor vehicle insurance, Board and employee liability insurance, and similar insurance coverage of District property and staff.
9. Payments made pursuant to contracts or agreements previously approved by the Board.

Exception for  
Emergency  
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

**Purchasing Procedures** The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

**Purchasing Method** The Board delegates to the Superintendent the authority and responsibility to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

*Competitive Bidding* If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified date and time shall not be considered. A vendor's past relationship with the District shall be part of the evaluation criteria when making the award.

The District may reject any and all bids in accordance with state or federal law, as applicable.

*Competitive Sealed Proposals* If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations. Proposals received after the specified time shall not be considered. Proposals shall be opened at the date and time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened. A vendor's past relationship with the District shall be part of the evaluation criteria when making the award.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

**Responsibility for Debts** The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

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(LOCAL)

<b>Purchase Commitments</b>	All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.
<b>Personal Purchases</b>	District employees shall not be permitted to make purchases for personal use through the District's business office.
<b>Other Contracted Services</b>	<p>The District shall contract with firms that have sufficient resources and capabilities to provide services to the District.</p> <p>Proposals for services shall be solicited as deemed appropriate. However, a mandatory review of all firms that have served the District for five consecutive years shall be required at the end of a five-year period. At that time, the Board may direct the Superintendent to prepare and issue a request for qualifications or proposals, as appropriate for the services.</p>
<b>Debarment</b>	<p>The Board shall protect the District's interests by ensuring that contracts and subcontracts are awarded to firms or individuals who provide the District with the best value. As one method of implementing this policy, the District may debar a vendor/contractor under the circumstances and procedures detailed below.</p>
Successors-in-Interest	<p>A successor-in-interest shall be defined as any business entity that is substantially similar to a business entity that is or was previously debarred. A business entity that employs, or is associated with any partner, member, officer, director, responsible managing officer, or responsible managing employee, or a business entity that is or was previously debarred is a successor-in-interest.</p> <p>The District, in its sole discretion, may debar a vendor/contractor, its partners, principals, members, directors, officers, responsible managing employees, agents, successors-in-interest, and other affiliates from bidding on or entering into contracts led by the District, from participating as a subcontractor on any contract, or from providing services, materials, equipment, goods, or supplies in any contract for any one or more of the reasons listed below. A proposed debarment may include all known successors-in-interest of a business entity and is presumed to do so unless otherwise stated in the debarment decision.</p>
Grounds for Debarment	<p>Grounds for debarment shall include the following:</p> <ol style="list-style-type: none"><li>1. Unsatisfactory performance of a contract or any history of failure to perform contracted services, either with the District or elsewhere;</li><li>2. Stating an unwillingness to honor a binding bid;</li></ol>

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3. Knowingly and intentionally supplying false information in order to appear responsive to a solicitation, to obtain a contract, or to qualify for a bid performance;
4. Knowingly and intentionally conferring or offering to confer any gift, gratuity, favor, or advantage, present or future, upon any employee of the District or other governmental agency that exercises any official responsibility for an acquisition;
5. Conviction, plea of guilty or nolo contendere of any felony charge of fraud, bribery, collusion, conspiracy, payment of kickbacks, federal or state antitrust laws, or other criminal offense in connection with the bidding, award, or performance of any contract for goods and services with any state agency;
6. Any public admission to a bidding crime by a vendor/contractor, made individually or through one or more of its officers or partners;
7. Conviction of any offense that indicates a lack of moral or ethical integrity and that reasonably relates to or reflects upon the business practices of the vendor/contractor;
8. Violation of state ethics laws;
9. Failure to comply with terms and conditions of existing contracts; or
10. Disqualification of the vendor/contractor by any federal, state, or local governmental agency in Texas or other states for substantially violating any of these reasons. In such case, the period of debarment shall be the period of time as established by the governmental agency.

Period of  
Debarment

The period of a single debarment shall be no less than 12 months and no greater than 36 months. In cases of multiple offenses by the same vendor/contractor arising out of separate occurrences, the District may order additional periods of debarment, even though the total debarment period exceeds 36 months.

At the discretion of the District, a debarment of greater than 12 months may be modified, but only if it is both in the public interest and in the District's interest, as determined by the Superintendent. Mitigating circumstances that may be considered include, but are not limited to, degree of culpability, length of debarment necessary to protect the District's interests, restitution paid, cooperation with law enforcement authorities, or repudiation of any criminal or unethical activity prior to the completion of such activity.

Debarment  
Procedures

A vendor/contractor who is debarred for fraud or dishonesty shall be afforded notice and the opportunity for a hearing prior to debarment, except where there is a criminal indictment or an ongoing civil or criminal prosecution. Where the vendor/contractor has been criminally indicted, is under ongoing civil or criminal prosecution, or if a state or federal law enforcement authority determines that holding a pre-debarment hearing would jeopardize a civil or criminal prosecution, the vendor/contractor shall be provided with a full opportunity to submit rebuttal information in lieu of a hearing.

A vendor/contractor who is debarred for any other reasons or multiple reasons may be debarred immediately but may contest such debarment in accordance with these procedures. An opportunity to rebut charges must be afforded the vendor/contractor. A vendor/contractor who is debarred both for fraud or dishonesty and other reasons not implicating fraud or dishonesty may be debarred immediately in accordance with these procedures, but only for those reasons not implicating fraud or dishonesty. Such vendor/contractor shall be afforded notice and the opportunity for a hearing prior to debarment for fraud or dishonesty.

Debarment  
Committee

The Superintendent shall establish a three-member debarment committee and shall appoint three members and three alternates of diverse ethnicities and departments. Each committee member must be fair, objective, and of the highest integrity.

Commencement  
Proceedings

Anyone, including a Board member, District employee, contractor, or vendor, may submit to the purchasing agent a complaint, proposal to debar, or information that would support the debarment of a vendor/contractor, consultant, or bidder. A copy shall also be submitted to the chief financial officer.

The purchasing agent shall be responsible for establishing a computer database for tracking all submissions. The database shall, at a minimum, contain fields for the following:

1. The name of the vendor/contractor and DBA, where applicable.
2. The official business address and telephone number of the vendor/contractor.
3. The names of all principals, members, directors, officers, responsible managing employees, agents, successors-in-interest, or other affiliates.
4. The federal employer identification number.
5. Types of work performed.

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6. Dates work was performed.
7. Dollar amount of contract.
8. Total amount paid.
9. Reasons for proposed debarment.
10. Name of complainants.
11. Dates of complaints.
12. Dates of responses, if any.
13. Disposition by debarment committee.
14. Names of the three members of debarment committee who rendered the disposition.

Notice	After the purchasing department has logged the complaint, proposal for debarment, or information that would support a debarment, the purchasing agent shall notify the vendor/contractor in writing of the proposed debarment and state with specificity the reasons for the proposed debarment. A sufficient notice may describe the irregularities on which the suspension is based in general terms without disclosing any evidence. The notice must also inform the vendor/contractor of his or her opportunity for rebuttal.
Opportunity for Rebuttal	Vendors/contractors shall have 14 calendar days to respond in writing to the proposed debarment and submit any documentation or other evidence to the purchasing department.
Conflict of Interest	Any member of the debarment committee who has a direct interest; is related to any employee, representative, or officer of a vendor/contractor under consideration; or has any other conflict of interest must recuse himself/herself from participation. Vendors/contractors and any other person who has an interest in the outcome of the decision may not directly or indirectly communicate with any member of the debarment committee regarding the merits of the proposed debarment.
Maintenance of Files	The purchasing department shall maintain all original documents and files and shall enter all vendor/contractor responses into the database prior to forwarding three packets, each containing copies of the complaint, response, and all supporting evidence to the debarment committee.
Debarment Committee Procedures	The following shall apply: <ol style="list-style-type: none"><li>1. For all proposed debarments not involving- allegations implicating fraud or dishonesty, the debarment committee shall:</li></ol>

- a. Review each packet prior to deliberating proposed debarments in committee;
  - b. Deliberate each proposed debarment in a committee meeting; and
  - c. Issue a final decision to the purchasing agent who shall be responsible for entering the decision into the database and communicating the decision in writing to the vendor/contractor.
2. For all proposed debarments or suspensions involving allegations implicating fraud or dishonesty, the debarment committee shall:
- a. Review each packet prior to deliberating proposed debarments in committee;
  - b. When there is no ongoing civil or criminal prosecution, schedule a meeting or hearing with the vendor/contractor to afford the vendor/contractor a full opportunity to present to a full committee evidence rebutting the alleged fraud or dishonesty. A full hearing shall be scheduled when the District's evidence is conflicting or not compelling. The vendor/contractor may be represented by an attorney if he or she wishes. When the vendor/contractor is represented by counsel, the District shall be represented by the office of legal services;
  - c. Obtain the signatures of all committee members, witnesses, representatives, and other participants in each meeting or hearing held; and
  - d. Issue a final decision to the purchasing agent who will be responsible for entering the decision into the database and communicating the decision in writing to the vendor/contractor.

Decision

All decisions shall be issued in writing within 15 days of receiving the vendor/contractor's rebuttal information. The decision shall include:

1. The allegations considered;
2. The evidence presented for both sides;
3. Any findings of credibility;
4. The committee's decision; and
5. The basis for the decision.

PURCHASING AND ACQUISITION

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(LOCAL)

	<p>All decisions shall be supported by a rational basis and adequate evidence.</p>
<p>Referrals to Law Enforcement</p>	<p>Any case that may involve criminal activity shall be referred to law enforcement authorities, as appropriate, after consulting with the District's office of legal services and the special assistant to the Superintendent for public safety and loss prevention or the Superintendent.</p>
<p>Notification of Vendor / Contractor</p>	<p>The purchasing agent shall be responsible for all communications with vendors/contractors. After disposition by the debarment committee, the purchasing agent shall be responsible for communicating to the vendor/contractor the committee's final decision. The final decision shall be transmitted by facsimile and by certified and return receipt mail.</p>
<p>Enforcement of Debarment</p>	<p>When the debarment committee has issued a decision to debar the vendor/contractor, the purchasing agent shall be responsible for ensuring that debarred vendors/contractors do not participate in contracting with or supplying any goods or services to the District. Any participation of a currently debarred vendor/contractor may be grounds for the immediate termination of the purchasing agent and other purchasing department staff in accordance with District termination policies and procedures.</p>
<p>Appeal</p>	<p>A debarred vendor/contractor may appeal the debarment decision to the Superintendent. The appeal must be filed within ten calendar days of the decision. If an appeal is not filed within ten calendar days of the date the decision was faxed or the date of the return receipt, whichever is earlier, the debarment committee's decision is final and there is no other recourse.</p> <p>The Superintendent shall determine whether there was a rational basis and adequate evidence for the debarment committee's decision and shall uphold the decision if there is a finding of a rational basis and adequate evidence. If the evidence is found inadequate to support the decision or there is no rational basis for the decision, the Superintendent shall, as appropriate, request additional information or reverse the debarment committee's decision. The decision of the Superintendent shall be the final. The purchasing agent shall enter the appeal and final decision into the database.</p>
<p>Reports</p>	<p>The purchasing agent shall periodically distribute a report of all debarred vendors/contractors to the Board of Trustees, Superintendent, the chief financial officer, the legal services representative, and user departments.</p>

PURCHASING AND ACQUISITION

CH  
(LOCAL)

**Updates / Review**

This policy, along with CH(REGULATION) and the District's purchasing manual, shall be reviewed and updated at least annually in June or earlier as needed.

FACILITIES CONSTRUCTION

CV  
(LOCAL)

**Compliance with Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$10,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

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**Note:** For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

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**Change Orders**

Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

Once a contract has been awarded for construction purposes, all change orders in excess of \$500 and less than \$5,000 per project shall be reported to the Board monthly. Any change order in excess of \$5,000 shall be reported to the Board for approval prior to the implementation of the change order.

**Project Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

**Final Payment**

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

**Leave Administration**

The Superintendent or designee shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

**Definitions**

The term "immediate family" is defined as:

**Immediate Family**

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.
6. Any person residing in the employee's household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

**Family Emergency**

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

**Leave Day**

A "leave day" for purposes of earning, ~~using~~**use**, or recording ~~of~~ leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

**School Year**

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

**Catastrophic Illness or Injury**

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. ~~Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph. Complications resulting from pregnancy shall be treated the same as any other condition.~~

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**Note:** For District contribution to employee insurance during leave, see CRD(LOCAL).

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**Availability**

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

**State Earning Local Leave**

~~An employee shall not earn any local leave when he or she is in unpaid status. An employee using full or proportionate paid leave shall be considered to be in paid status.~~

**Deductions**

~~Leave without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~Employed for Less Than Full Year~~

If an employee separates from employment with the District before his or her last duty day of the school year, or begins employment after the first duty day of the school year, state personal leave and local leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.:

- ~~1. State personal leave the employee used beyond his or her pro rata entitlement for the school year; and~~
- ~~2. Local leave the employee used but had not earned as of the date of separation.~~

~~Employed for Full Year~~

~~If an employee uses more local leave than he or she earned and remains employed with the District through his or her last duty day, the District shall deduct the cost of the excess leave days from the employee's pay in accordance with administrative regulations.~~

**Recording**

Leave shall be recorded as follows:

- ~~1. For exempt positions, leave shall be recorded in half-day increments, even if a substitute is not employed. An exempt employee may be excused from duty by his or her immediate supervisor and in accordance with administrative regulations for as long as one hour for an emergency or temporary illness. Any absence over one hour must be reported to the employee's immediate supervisor or designee and recorded in the District's TEAMS system.~~
- ~~2. For nonexempt positions, leave shall be recorded on an hourly basis.~~

COMPENSATION AND BENEFITS  
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**Order of Use**

~~3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

~~4. If the employee chooses to offset leave against workers' compensation benefits, leave shall be recorded in the amount used.~~

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

~~1. Local leave.~~

~~2. State sick leave accumulated before the 1995-96 school year.~~

~~3. State personal leave.~~

~~Use of catastrophic sick leave bank days shall be permitted only after all available state and local leave has been exhausted.~~

**Concurrent Use of Leave**

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

**Medical Certification**

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;

2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or ~~Superintendent; or human resources;~~ Human Resources;

~~3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition or that of the employee's~~ a spouse, parent, or child; or

	<p><del>4.3. The employee requests FMLA leave</del> for military caregiver leave purposes.</p> <p>In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]</p>
	<hr/> <p><del><b>Note:</b> For District contribution to employee insurance during leave, see CRD(LOCAL).</del></p> <hr/>
<p><b>State Personal Leave</b></p>	<p>The Board requires employees to differentiate the manner in which state personal leave is used. :</p>
<p>Nondiscretionary Use <del>Non-Discretionary</del></p>	<p><del>1.4. Nondiscretionary</del> <del>Non-discretionary</del> use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]</p> <p>Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.</p>
<p>Discretionary Use</p>	<p><del>2.5.</del> Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.</p>
<p><i>Limitations</i> Request for Leave</p>	<p>In deciding whether to approve or deny a <del>The employee shall submit a written</del> request for discretionary use of state personal leave, <del>the</del> <del>at least three days in advance to the immediate supervisor or designee in accordance with administrative regulations. In deciding whether to approve or deny state personal leave, the supervisor or designee</del> shall not seek or consider the reasons for which an employee requests to use leave. The supervisor <del>or designee</del> shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program <del>and/or</del> District operations, as well as the availability of substitutes. <del>Requests shall be considered granted unless the immediate supervisor or designee notifies the employee to the contrary within 48 hours of the requested absence.</del></p> <p>Discretionary use of <del>state personal leave</del> <del>personal leave shall not be allowed the day before or after Thanksgiving break; Christmas break; spring break; days scheduled for end of semester or end of year exams; days scheduled for state mandated assessments on the employee's campus; professional or staff development days; or the first or last day of instruction.</del></p> <p><del>These limitations shall apply to all District employees except those on a 224 day, 238 day, or 258 day work schedule.</del></p>

COMPENSATION AND BENEFITS  
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<p><del>Duration of Personal Business Leave</del></p>	<p><del>Discretionary use of state and/or personal business leave shall not exceed five workdays per semester or ten workdays maximum in a school year.</del></p>
<p><del>State Sick Leave</del></p>	<p><del>State sick leave accumulated before 1995 is available and may be transferred to other school districts in Texas.</del></p> <p><del>State sick leave may be used for the following reasons only:</del></p> <ul style="list-style-type: none"><li><del>• Employee illness;</del></li><li><del>• Illness in the employee's immediate family;</del></li><li><del>• Family emergency (i.e., natural disasters or life-threatening situations);</del></li><li><del>• Death in the immediate family;</del></li><li><del>• Active military; or</del></li><li><del>• Other reason covered under the FMLA.</del></li></ul>
<p><b>Local Leave</b></p>	<p>Each All professional employee and paraprofessional/auxiliary employee shall earn five, six, or seven additional days of paid local leave days per school year in accordance with administrative regulations the following:</p> <ul style="list-style-type: none"><li>• 180-197 day work calendar five leave days</li><li>• 198-215 day work calendar six leave days</li><li>• 216 day or more work calendar seven leave days</li></ul> <p>Local leave shall accumulate without limit.</p>
<p><b>Flex Days</b></p>	<p>Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]</p> <p><del>An eligible employee shall earn Flex days are unpaid days within the work calendar that may be scheduled and taken as approved by the supervisor. The number of flex days in accordance with administrative regulations.</del></p> <p><del>The District shall make flex days for the current year available for depends on the job and the number of days an employee is required to work in a 12-month period. Flex days shall be available to use at the beginning of the school year work year based on the expectation that the employee is expected to work the entire year. Flex days shall not be interchangeable with local or state personal leave or local leave days.</del></p> <p><del>An employee Staff may take flex days during the year that they are awarded or by December of the following school year.</del></p>

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**Catastrophic Sick  
Leave Bank**

~~Flex days that are not used by for exempt staff not used within the timeframe outlined shall be forfeited.~~

~~Flex days for nonexempt staff shall be used by December of the following year. The District shall not compensate for flex days; however, accumulated flex days not used by for nonexempt staff not used by December shall be paid.~~

~~If an employee terminates employment before the end of the work year, the final paycheck shall be calculated based on actual days worked and shall not include any flex days for the current year.~~

The District shall establish a catastrophic-sick leave bank that full-time employees may join through contribution of two days of local leave.

~~each school year.~~ Leave contributed to the bank shall be solely for the use of the participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or injury and the employee has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation Administration of the Catastrophic Sick Leave Bank

~~The catastrophic-sick leave bank that address the following: shall be administered in accordance with DEC (REGULATION).~~

1. Membership in the sick leave bank, including the number All requests for consideration of paid days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number bank shall be submitted to the executive director of days per school year a member employee may receive from the sick leave bank;
4. The committee human resources or administrator authorized to consider requests for leave from the sick leave bank and criteria designee for granting requests; review and

Other procedures deemed necessary for the operation of the sick leave bank approval.

Appeal

An employee may appeal a decision All decisions regarding the establishment or implementation of the District's catastrophic-sick leave bank may be appealed in accordance with DGBA (LOCAL), beginning with the Superintendent or appropriate administrator designee.

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<del>Bereavement (Funeral) Leave</del>	<del>An employee may request to use accrued state leave, local sick leave, or flex time, if applicable, for absences due to the death of an immediate family member. If no accrued leave is available, the employee may request up to five unpaid workdays for the death of an immediate family member.</del>
Family and Medical Leave	FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.
	<hr/> <b>Note:</b> See DECA(LEGAL) for provisions addressing FMLA. <hr/>
Twelve-Month Period	For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.
Combined Leave for Spouses	<del>When</del> <b>If</b> both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. <del>[See DECA(LEGAL)]</del>
Intermittent or Reduced -Schedule Leave	The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. <del>[See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]</del>
Certification of Leave	<del>When</del> <b>If</b> an employee requests leave, the employee shall provide certification, <del>in accordance with</del> <b>as required by</b> FMLA regulations, of the need for leave. <del>[See DECA(LEGAL)]</del>
Fitness-for-Duty Certification	<del>In accordance with administrative regulations,</del> <b>when</b> <del>If</del> an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. <del>from a health care provider who is currently providing treatment to the employee. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.</del>
Leave at the End -of -Semester <del>Leave</del>	<del>When</del> <b>If</b> a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. <del>[See DECA(LEGAL), Leave at the End of a Semester]</del>
<del>Failure to Return</del>	

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	<p><del>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]</del></p>
<p><b>Temporary Disability Leave</b></p>	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent <del>or designee</del> as a request for temporary disability leave.</p>
	<p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
<p><b>Workers' Compensation</b></p>	<hr/> <p><b>Note:</b> Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. <del>[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]</del></p> <hr/>
	<p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
<p>Paid Leave Offset</p>	<p>The District shall permit the option <del>An employee eligible</del> for paid leave offset in conjunction with workers' compensation income benefits, <del>and not on assault leave, may elect in writing to use available partial-day increments of paid leave to make up the difference between the employee's income benefits and the pre-injury wage.</del> [See CRE]</p>
<p><b>Court Appearances</b></p>	<p>Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.</p>
<p><b>Payment Reimbursement for Accumulated Leave Upon Retirement</b></p>	<p>The following leave provisions shall apply to local leave <del>accumulated</del> <del>earned</del> beginning on the original effective date of this program.</p> <p>An employee who retires from the District shall be eligible for <del>payment</del> <del>reimbursement</del> for <del>accumulated</del> local leave under the following conditions:</p>

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1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least ~~90-60~~ business days before the last day of employment. ~~Non-contract~~~~Non-contract~~ employees must provide written notice at least two weeks before the last day of employment.
3. The employee has at least ten years of service with the District.

The employee shall ~~be reimbursed~~ receive payment for each day of accumulated local leave, to a maximum of 30 days, at a rate equal to 50 percent of the individual employee's daily rate of pay ~~rate~~. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

**Neutral Absence  
Control Policy**

Abuse of Leave

Abuse of leave policies, misrepresentation of the need to use leave, or falsification of a document from a health-care provider shall constitute grounds for appropriate disciplinary action, up to and including termination, in accordance with District policies.

Excessive  
Absences

When an employee's absences become a concern or an employee establishes a pattern of absences, the employee's immediate supervisor shall discuss with the employee the ~~reason~~ reasons for ~~the~~such absences. ~~Absences~~ Such absences may be subject to verification. If the absences are deemed excessive or ~~the supervisor determines~~ it is determined that a pattern has developed, the employee may be subject to disciplinary action up to and including termination of employment. [See Medical Certification, above]

A nonexempt employee who is absent from work for three or more consecutive ~~workdays~~work days without prior approval ~~from~~ or providing appropriate notice to the employee's supervisor shall be deemed to have abandoned his or her job and may be separated from service with the District in accordance with District policy.

An exempt employee who is absent from work for three or more consecutive ~~workdays~~work days without prior approval ~~from~~ or providing appropriate notice to the employee's supervisor shall be deemed to have abandoned his or her job and the District may pursue termination in accordance with the DF series of policies.

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The employee's  
eligibility Documenta  
tion for reasonable  
Tardiness  
accommodations,  
as Absences

~~Documentation may be required for any absence at the discretion of the Superintendent or designee.~~

Employees shall arrive to work by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before time designated by their work schedules. ~~Unexcused or excessive tardiness may result in disciplinary action, up to termination of employment. Unexcused or excessive tardiness shall constitute good cause for termination of employment.~~

# Board of Trustees

Meeting Date: **December 2021**

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Discussion and possible action regarding the changes in Substitute Pay Rate effective Spring 2022.

Justification Statement:

Revision to current Substitute teacher pay rates effective spring 2022

Purpose of Agenda Item:

Information  Discussion  Action

Item Type:

Curriculum & Instruction  HumanResources Business Services

Staff Responsible:

Elvia Moreno, Program Compliance Director

*Signature of Requester(s)*

Martha Carrasco - Chief Human Resources Officer

*Signature of Presenter(s)*

*Business Services Approval (Initials)*

*Date* December 2021

Agenda Summary:

Discussion and possible action regarding the changes in Substitute Pay Rate effective spring 2022

Administration recommends that the board approves the proposed changes in Substitute Pay Rate to address shortage of substitute caused by both high demand and low supply.

COVID-19 has played a major component where teachers are out more frequently than usual. Furthermore, positions are not being filled due to lack of candidates.

Proposed change will ensure that Canutillo ISD remains competitive with neighboring districts to ensure retention and new substitute hires

RECOMMENDATION: That recommendation is approved by the Board of Trustees as recommended by administration.

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT

NO(S): Local, State, Federal - campus funds

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

REQUESTING DEPARTMENT:

Human Resources - Program Compliance .

CONSEQUENCES OF NON-APPROVAL:

The district may lose its competitive advantage.

IMPLEMENTATION TIMELINE:

2021-2022 fiscal year.

ATTACHMENT(S): Substitute Pay Rate Changes - Stipend Listing amendment.





# HUMAN RESOURCES

## CANUTILLO A Premier District

### PROPOSED SUBSTITUTE RATES - SPRING 2022

<b>SUBSTITUTE TEACHER PAY</b>	<b>Rate Per Day</b>	<b>Long Term on 11<sup>th</sup> day consecutive</b>
Non-Degreed (38 - 59 College Hours)-INCLUDING GRANDFATHERED	\$ 90.00	\$100.00
Non-Degreed (60+ College Hours)	\$ 100.00	\$110.00
Degreed	\$ 115.00	\$125.00
TX Certified	\$ 125.00	\$140.00
<b>SPECIAL EDUCATION (HIGH IMPACT ONLY)</b>	<b>Rate Per Day</b>	<b>Long Term on 11<sup>th</sup> day consecutive</b>
<b>Non-Degreed (38-59 College Hours) HIGH IMPACT ONLY- INCLUDING GRANDFATHERED</b>	\$100.00	\$110.00
<b>Non-Degreed – 60+ HIGH IMPACT ONLY</b>	\$110.00	\$120.00
<b>Degreed – HIGH IMPACT ONLY</b>	\$125.00	\$135.00
<b>TX Certified – HIGH IMPACT ONLY</b>	\$140.00	\$150.00

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

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

P: (915) 877-7423  
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 ISD

Budget Season

*Board of Trustees  
Workshop*

*December 14, 2021*

# MISCONCEPTIONS

- ***Federal ESSER monies can be used for facilities, maintenance, builds, and raises.***
  - ESSER 1 monies (\$1.3 million: State **supplanted** its 2020 budget with federal funding)
  - ESSER 2 monies (\$6.1 million: Two \$2,000 retention stipends for employees and State **supplanted** its budget \$750K for “hold-harmless”)
  - ESSER 3 monies (\$12.5 million: Can **ONLY** be used to address learning loss or to mitigate COVID spread. ESSER 3 plan presented at public meeting held August – Feds restricted supplanting)
  
- ***The district has an “excess” in fund balance to use for raises or builds.***
  - Priority 1 has been to always have a balanced budget and to improve our bond rating.
  - In 2014, Canutillo ISD had a fund balance of **\$7.9** totaling **54** days. Our finance rating then was **AA-** with a **negative** outlook.
  - Canutillo ISD had **\$ 18.5** in fund balance totaling **95** days at YE. Our finance rating is **Aa3** with a **stable** outlook. This makes borrowed money cheaper for the District. The TEA and the District Fiscal and Budgetary Strategy recommend at least 90 days.

# MISCONCEPTIONS

- ***The district did “nothing” with the last facilities master plan.***
  - The Board took no action on any recommendations made from the 2016 plan.
  - Facilities used the plan to prioritize and budget projects.
  - Monies allotted to Facilities Department were not enough to address ALL the deferred maintenance.
  - The district boundaries were redrawn and extra attention paid to enrollment.
  
- ***The district can use its insurance and warranties to make repairs.***
  - They do not cover wear and tear.
  
- ***Canutillo ISD has the highest 2020 regional tax rate.***
  - Canutillo ISD is in the middle of tax rates in the region (\$1.34)
  - M&O rate is now set by the state based on property value growth (\$0.98)
  - I&S calculated based on bond payments due in current year (\$0.36)

# IMMEDIATE NEEDS AND DEFERRED MAINTENANCE

- **\$1.95 million: \$1.2 million payment due for \$10 million borrowed for APPLE devices, connectivity and LED lighting + \$750K for APPLE refresh. (pandemic and safety)(priority 1 & 2).**
- **Deferred maintenance totaling \$15 million dollars (\$13.9 plus \$1.1 for inflation and contingency). (priority 3)**
  - Roofing \$5.9 million
  - HVAC/Geothermal \$4.1 million
  - Fire Alarms \$522K
  - Electric Panels \$407K
  - Water fountain replacement \$470K
  - NWECHS windows and floors \$745K
  - CHS Intrusion alarms \$585K
  - AMS turf \$1.1 million
- **Reyes Elementary School at 112% capacity.(priority 4)**

# ADDITIONAL BUDGET PRIORITIES

- **5 - Balanced budget** (revenues = expenditures)
- **6 - COVID 19 related expenses** (unknown)
- **7 - Administration cost ratio = Goal 10%**
- **8 - Compensation package/Staffing** (normally priority #2, now #8)

# QUESTIONS AND DIRECTION

- We need the board to consider ideas for possible solutions and consequences of suggested solutions.
- Quick/quiet write – first, individually complete the Group Discussion chart
- Share ideas with in a whole-group discussion.

# GROUP DISCUSSIONS

	RECOMMENDATIONS	DIRECTION TO DISTRICT ADMINISTRATION	POSSIBLE CONSEQUENCES
<ul style="list-style-type: none"> <li>• <b>\$1.95 million payment due for \$10 million borrowed for APPLE devices, refresh, connectivity and LED lighting.</b></li> <li>• <b>Deferred maintenance totaling \$15 million dollars</b></li> </ul>			
<ul style="list-style-type: none"> <li>• <b>Reyes Elementary School at 112% capacity.</b></li> </ul>			