

# 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 June 28, 2022, 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

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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. **BOARD HONORS**

- A. Recognition of the Class of 2022 Valedictorians and Salutatorians for Canutillo High School and Northwest Early College High School  
**Presenter:** G. Reveles
- B. Recognition of the Canutillo High School Band and Choir for Earning Sweepstakes Ratings at the UIL Regional Concert and Sightreading Evaluation Competition  
**Presenter:** G. Reveles
- C. Recognition of the Canutillo High School Baseball Team for Earning the District 2-5A and Class 5A Bi-District Championships  
**Presenter:** G. Reveles

4. **EXECUTIVE SESSION**

**To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code**

- A. Consultation with Legal Counsel Regarding Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket

- No. 473-21-2606, Application of El Paso Electric Company to Change Rates; Pursuant to Texas Government Code Section 551.071
- B. Discussion Regarding Possible Sale of District Owned Real Property; Pursuant to Texas Government Code Sections 551.071 and 551.072
- C. Discussion Regarding Administration's Recommendation for Canutillo Elementary School Principal; Pursuant to Texas Government Code Section 551.074
- D. Discussion Regarding Administration's Recommendation for Curriculum and Instruction Executive Director; Pursuant to Texas Government Code Section 551.074
- E. Discussion Regarding Administration's Recommendation for Finance Executive Director; Pursuant to Texas Government Code Section 551.074
- 5. **NEW BUSINESS (continued); OTHER**
  - A. Discuss and Take Possible Action related to Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates
  - B. Discussion and Possible Action Regarding Sale of District Owned Real Property to Include Evaluation of Offers and Status
  - C. Discussion and Possible Action Regarding Administration's Recommendation for Canutillo Elementary School Principal
  - D. Discussion and Possible Action Regarding Administration's Recommendation for Curriculum and Instruction Executive Director
  - E. Discussion and Possible Action Regarding Administration's Recommendation for Finance Executive Director
- 6. **PUBLIC HEARING**
  - A. Public Hearing Regarding the Proposed 2022-23 Annual Budget. The public is invited to attend and provide public comment. 6  
**Presenter:** M. Piekarski, C. Pulley
  - B. Discuss and Take Possible Action Regarding the Approval of the 2022-23 Annual Budget  
**Presenter:** M. Piekarski, C. Pulley
- 7. **SPECIAL PRESENTATION-OTHER**
  - A. Discussion Regarding Lone Star Governance (LSG) Student Outcome Goal 1, Reading and Goal 2, Math 25  
**Presenter:** Dr. D. Kerney
  - B. Discuss and Take Possible Action on Approval of the Resolution of the Board to Designate an Individual Authorized to Calculate the No-New-Revenue Tax Rate, the Voter-Approval Tax Rate and Other Truth-in-Taxation 42  
**Presenter:** C. Pulley
- 8. **CONSENT AGENDA-VOTING**
  - A. *BUSINESS SERVICES*
    - 1. Approval of the Meeting Minutes
      - a. Approval of the March 23, 2022 Special Board Meeting Minutes 44
      - b. Approval of the May 24, 2022 Regular Board Meeting Minutes 47
    - 2. Approval of the Monthly Financials 53  
**Presenter:** C. Pulley
    - 3. Approval of the Monthly Warrant List 54

- Presenter:** C. Pulley
4. Approval of the Monthly Donations 55  
**Presenter:** C. Pulley
5. Approval of the Budget Amendments 58  
**Presenter:** C. Pulley
6. Approval of the Investment Resolution - Officer Designation, Training Sources and Investment Sources and Review and Approval of the Investment Policy 61  
**Presenter:** C. Pulley
7. Approval to Enter into Inter-Local Agreement Between Canutillo ISD and Equalis Group 89  
**Presenter:** E. Sida
8. Approval to Purchase From Advanced Network Management, Inc. to Complete the E-Rate Project Solution for the District Utilizing DIR-TSO-4167 in the Amount of \$166,480.66 93  
**Presenter:** Dr. O. Rico
9. Approval of Subscription Renewal with Frontline Education System Providing TEAMS Information Systems Maintenance and Support, in the Amount of \$138,398.08 96  
**Presenter:** Dr. O. Rico
10. Approval of Cooperating Program Agreement and Data Sharing Agreement 2021 OnRamps Dual Enrollment Program Through UT Austin 101  
**Presenter:** Dr. D. Kerney
- B. *CURRICULUM AND INSTRUCTION*
1. Approval of MOU Between Canutillo ISD and Region 19 Headstart 123  
**Presenter:** Dr. D. Kerney
2. Approval of MOU Center on Teaching and Learning and Canutillo ISD ROOIES Replication: A Systematic Replication of a Tier 2 Kindergarten Mathematics Intervention 133  
**Presenter:** Dr. D. Kerney
3. Approval of MOU Between Canutillo ISD and Meadows Center for Preventing Educational Risk 137  
**Presenter:** Dr. D. Kerney
4. Approval of Partnership Between LearnPlatform and Canutillo ISD to Conduct Rapid Cycle Evaluations 141  
**Presenter:** Dr. D. Kerney
5. Approval of Interlocal Agreement Between El Paso MHMR dba Emergence Health Network and Canutillo ISD 148  
**Presenter:** Dr. M. Reyes
6. Approval of Memorandum of Agreement (MOA) for El Pasoans Fighting Hunger Food Bank and Canutillo ISD 164  
**Presenter:** Dr. M. Reyes
7. Approval for Stipends for Teachers Serving as Mentors for UTEP Teacher Residents in the Amount of \$500 per Semester 171  
**Presenter:** M. Rocha
- C. *HUMAN RESOURCES*

1. Approval of Board Resolution Regarding Mental Health and Wellness Leave Benefit to Employees for the 2022-2023 School Year 173  
**Presenter:** M. Carrasco
2. Approval of Revisions to the Child Nutrition Uniform Stipend for the 2022- 175  
2023 School Year

9. **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 Best Today**

# CANUTILLO A Premier District

## Budget Adoption

Fiscal Year 2022-2023

June 28, 2022



# Fiscal Year 2023 Unknowns

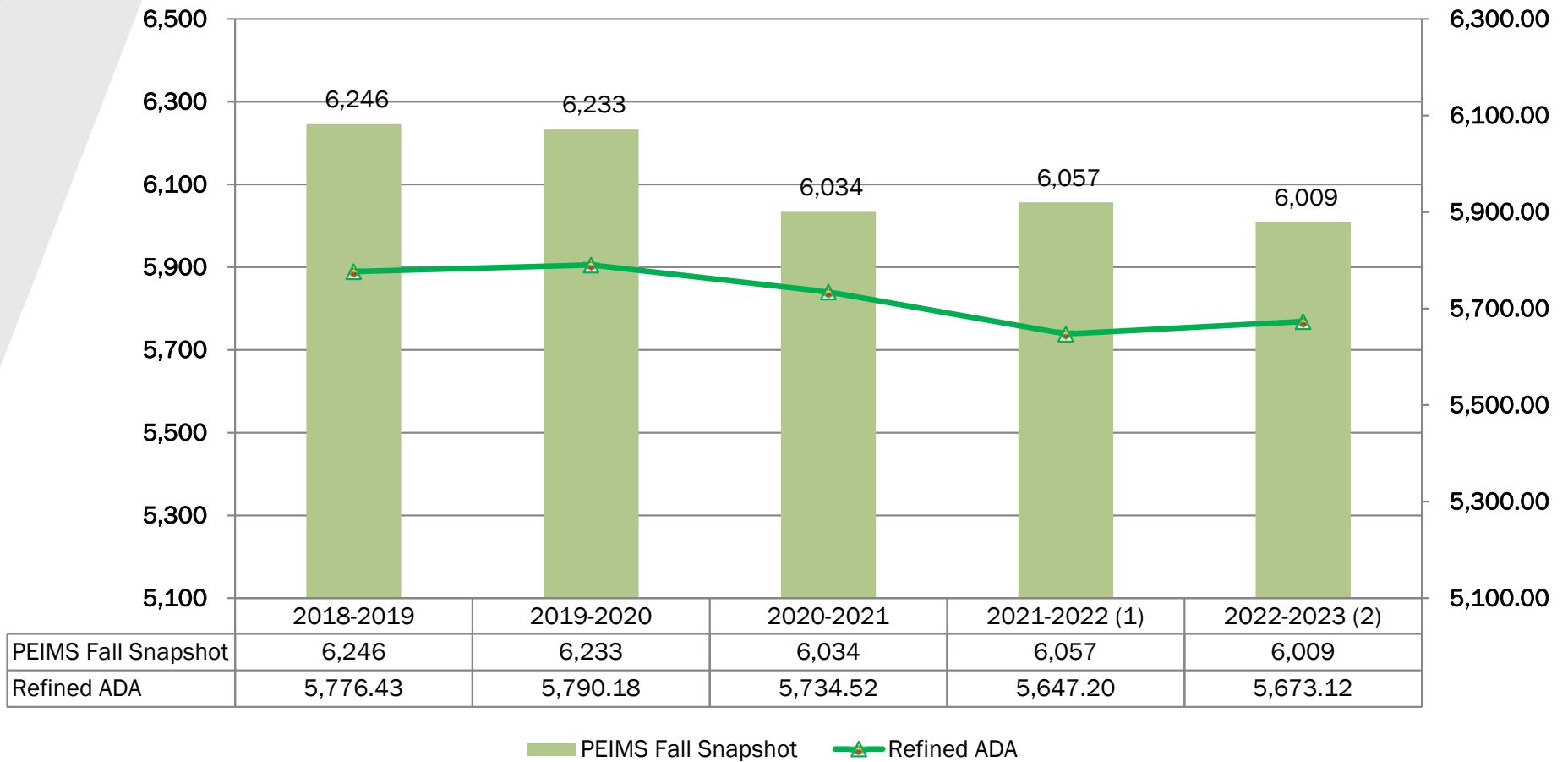
- Tax Collections
- Tax Values
- Tax Compression Rate
- State Funding Formula
- Enrollment
- Attendance Rates
- New Legislation

# BUDGET PRIORITIES

- Annual Payment for Maintenance Tax Notes - \$1,153,950 (Assigned Fund Balance)
- Reyes Elementary 112% Capacity (Funded in FY22 – 2 Portables)
- COVID Related Expenditures (Funded by ESSER)
- Balanced Budget: Revenues = Expenditures
- Apple Refresh \$750,000 (8-Year Plan)
- 3% Compensation Package for Local Funds - \$2.2M
- Staffing vs Admin Cost Ratio 10.76% – Goal 10%
- ~~Facilities Maintenance?~~

- Possible November Bond Election – To Be Considered Separately
- Central Office Relocation – To Be Considered Separately

# HISTORICAL ENROLLMENT/ADA



(1) ADA has been adjusted for estimated TEA ADA Hold Harmless

(2) 2023 enrollment is based on the 2022 rollover for grades K-12 and prior years enrollment for grades EE-PK and 96% attendance rate



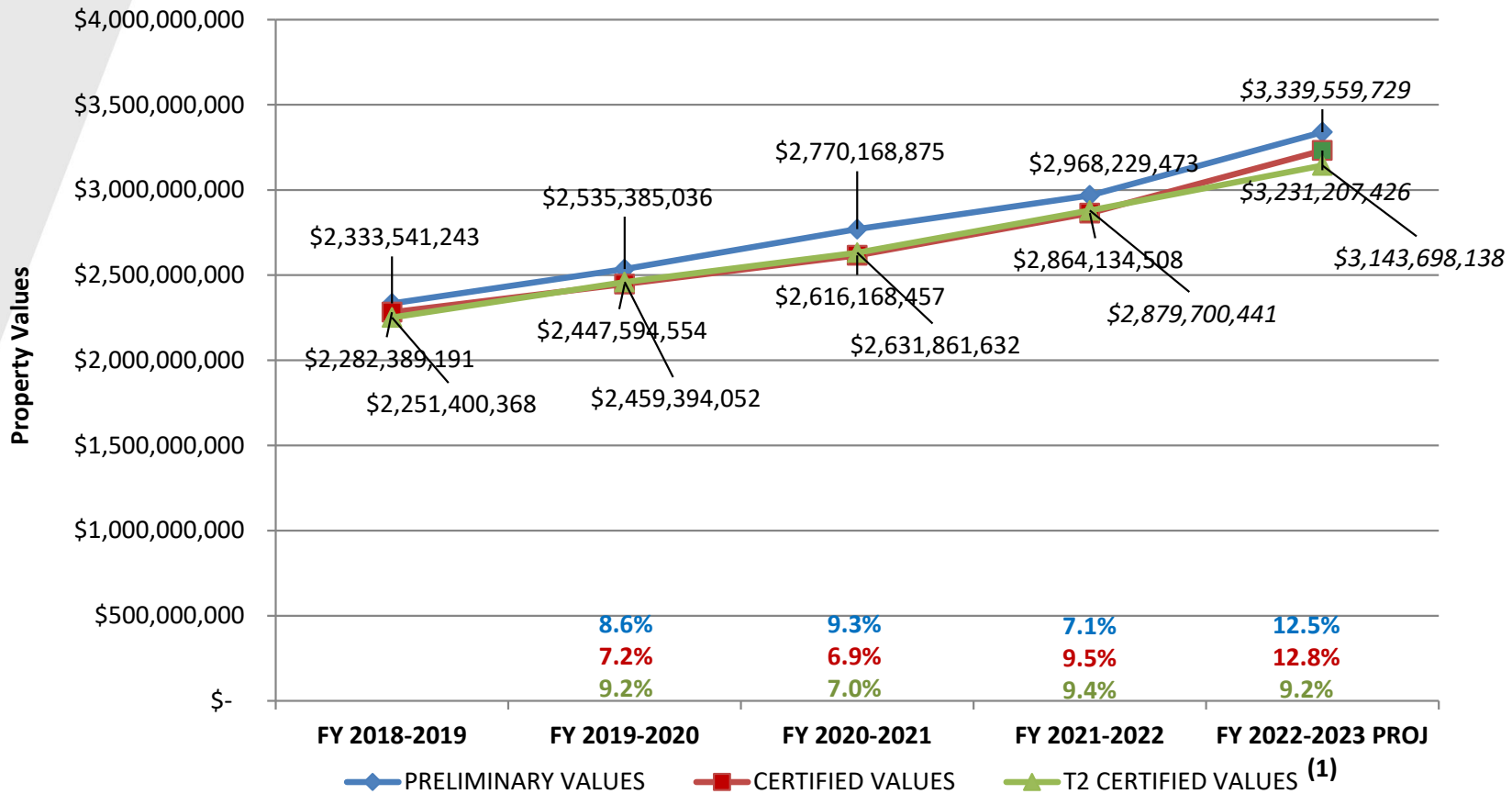
# PRELIMINARY 2023 ENROLLMENT PROJECTIONS

CAMPUS	2022 ENROLLMENT AT SNAPSHOT	2023 PRELIMINARY ENROLLMENT	CHANGE
CANUTILLO HIGH SCHOOL	1,527	1,567	40
NORTHWEST EARLY COLLEGE HIGH SCHOOL	367	386	19
CANUTILLO MIDDLE SCHOOL	689	702	13
ALDERETE MIDDLE SCHOOL	663	641	(22)
CANUTILLO ELEMENTARY	508	507	(1)
DAVENPORT ELEMENTARY	298	299	1
DAMIAN ELEMENTARY	523	502	(21)
CHILDRESS ELEMENTARY	410	394	(16)
GARCIA ELEMENTARY	446	401	(45)
REYES ELEMENTARY	626	610	(16)
<b>TOTAL</b>	<b>6,057</b>	<b>6,009</b>	<b>(48)</b>

Enrollment projections for 2023 are based on the rollup by grade level from the 2022 snapshot, enrollment grades EE – K remained constant



# PROPERTY TAX VALUE TRENDS



(1) Projected values calculated at an estimated 3.5% decrease from the 2022 preliminary values as of April 29, 2022



# Fiscal Year 2023

## Estimated M&O Tax Rate

	2021 Tax Year FY2022 Revenue	2022 Tax Year FY2023 Revenue
Tier 1	\$0.8441	\$0.8237*
Tier 2 (Golden Pennies)	\$0.0800	\$0.0800
Tier 3 (Copper Pennies)	\$0.0583	\$0.0583
Tax Rate	\$0.9824	\$0.9620

\*Estimated - TEA will calculate and certify a Tier 1 tax rate by August 5th for adoption in September



# Projected Property Tax Revenues Fiscal Year 2023

	FY22	FY23
AVERAGE DAILY ATTENDANCE <i>(Estimated)</i>	5647.197	5673.120
PROPERTY TAX RATES:		
MAINTENANCE & OPERATIONS (M&O)	\$0.9824	\$0.9620
INTEREST & SINKING (I&S)	\$0.3600	\$0.3600
TOTAL TAX RATE	\$1.3424	\$1.3220
FY23 PROJECTED PROPERTY VALUES, AT A <b>3.5%</b> DECREASE OF THE 2022 PRELIMINARY TAX LEVY VALUE OF \$44,381,255 AS OF APRIL 29, 2022	\$2,827,020,934	\$ 3,306,112,560
FY 23 PROJECTED M&O REVENUE = PAV/\$100 x \$0.9620 x <b>98.5%</b> COLLECTION RATE	\$27,217,201	\$ 30,231,260
FY23 PROJECTED I & S REVENUE = PAV/\$100 X \$0.3600 X <b>98.5%</b> COLLECTION RATE	\$9,973,730	\$ 11,313,154
ESTIMATED TOTAL TAX COLLECTIONS	\$37,190,930	\$ 41,544,414

# Budget Allocation by Campus – 3% Raise

## Fiscal Year 2023

### Budget Allocation by Campus - 3% Raise FY 2023 Proposed

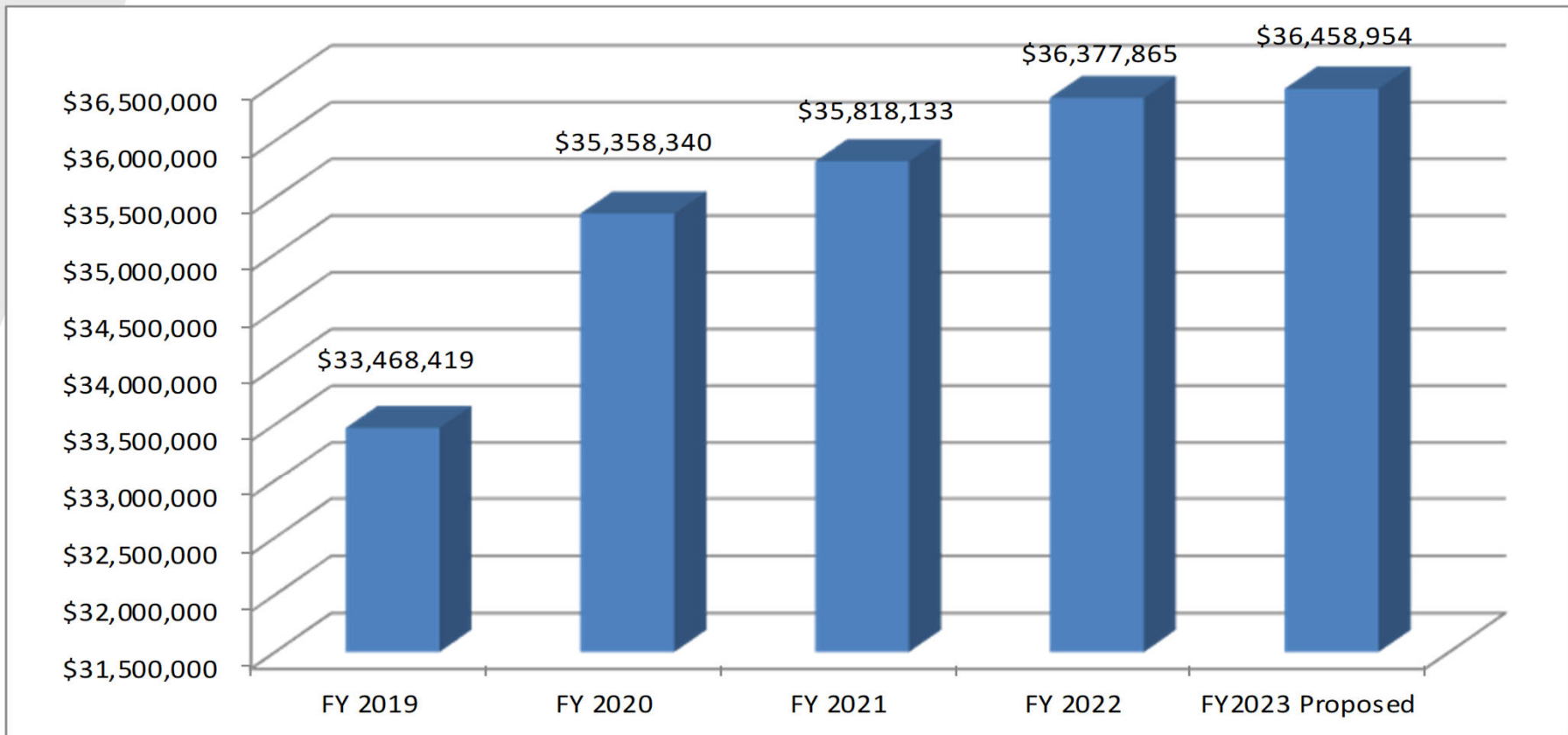
Organization Name	Organization	2021 - 2022 Adopted Personnel	2021 - 2022 Adopted Operation	2021-2022 Adopted Budget	2022 - 2023 Proposed Personnel	2022 - 2023 Proposed Operation	2022-2023 Proposed Budget	Increase (Decrease)
Canutillo High School	001	9,970,137	464,984	10,435,121	10,047,575	357,941	10,405,516	(29,605)
Northwest Early College H.S	003	2,253,137	338,324	2,591,461	2,298,189	329,604	2,627,793	36,332
Canutillo Middle School	041	4,339,738	153,613	4,493,351	4,369,443	186,842	4,556,285	62,934
Alderete Middle School	042	4,199,316	182,130	4,381,446	4,350,514	165,141	4,515,655	134,209
Canutillo Elementary	101	3,764,100	104,192	3,868,292	3,493,611	88,090	3,581,701	(286,591)
Davenport Elementary	102	2,681,914	50,157	2,732,071	2,398,375	52,668	2,451,043	(281,028)
Damian Elementary	103	3,657,562	115,942	3,773,504	3,435,737	70,853	3,506,590	(266,914)
Childress Elementary	104	3,141,595	96,425	3,238,020	3,229,923	77,419	3,307,342	69,322
Garcia Elementary	105	3,254,623	104,200	3,358,823	2,888,871	58,586	2,947,457	(411,366)
Reyes Elementary	106	3,396,484	176,505	3,572,989	3,617,682	134,246	3,751,928	178,939
Summer School/Additional Enrollment	699		87,539	87,539		-	-	(87,539)
<b>Total Campuses</b>		<b>\$ 40,658,606</b>	<b>\$ 1,874,011</b>	<b>\$ 42,532,617</b>	<b>\$ 40,129,920</b>	<b>\$ 1,521,390</b>	<b>\$ 41,651,310</b>	<b>\$ (881,307)</b>
		96%	4%		96%	4%	Net Average:	-2.07%

Change in operating expenses due to offsets in State Comp Ed funding as a result of Census

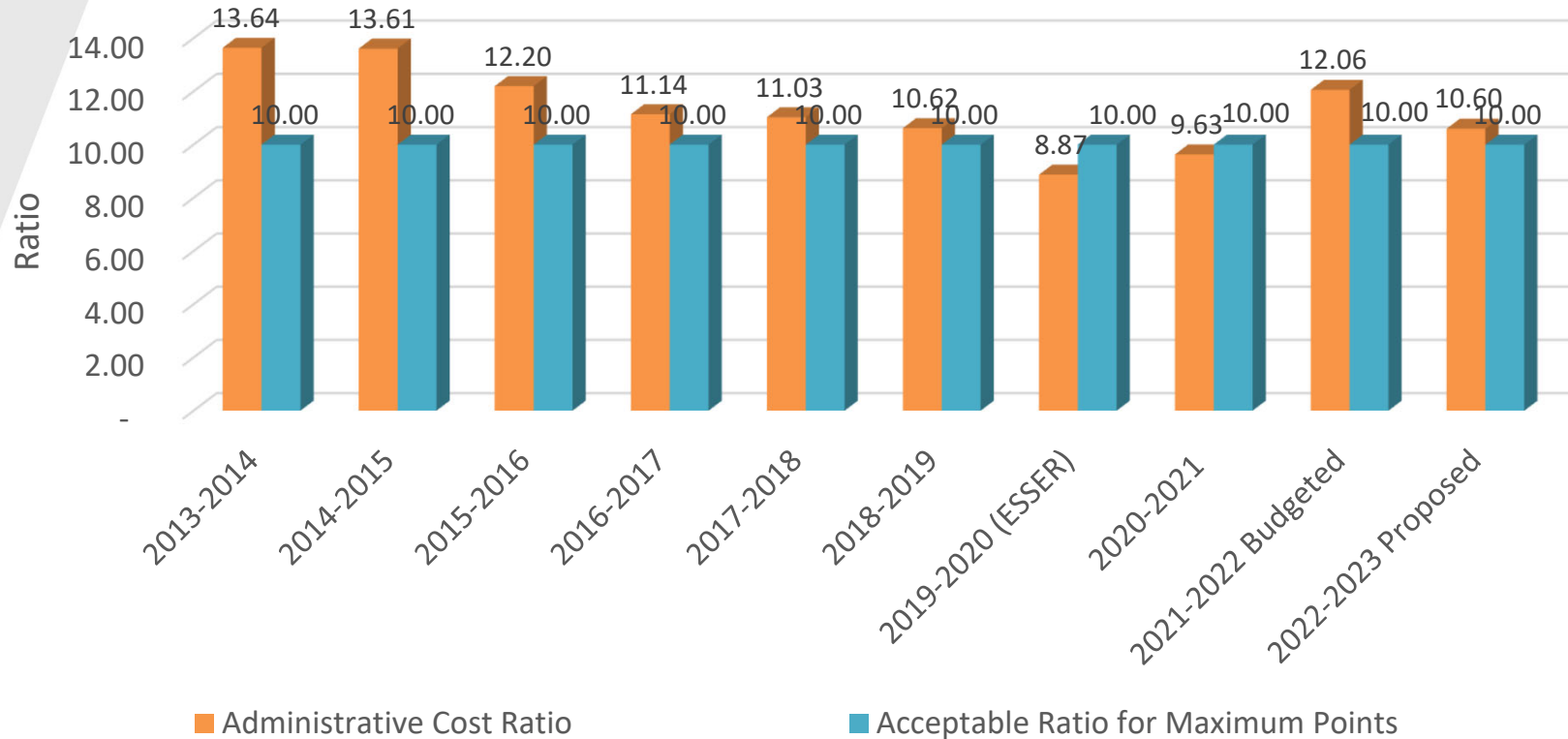


# Adopted Budget by Fiscal Year

## Function 11 - Instruction



# Fiscal 2023 Administrative Cost Ratio



Administrative Cost Ratio

Acceptable Ratio for Maximum Points

$$\frac{\text{Instructional Leadership (21) + General Administration (41)}}{\text{Instruction (11) + Library (12) + Curriculum/Staff Dev (13) + Guidance/Counseling (31)}}$$

- ❖ FY 2020 Decrease due to reclassification of District leadership salaries to ESSER I grant, decreasing Function 21 & 41
- ❖ FY 2021 Decrease due the connectivity project and Apple one-to-one devices increasing Function 11 by \$5.7M
- ❖ FY 2022 Reflects effect of the transition of grant funded Curriculum & Instruction and Student Support positions to General Fund Function 21 Instructional Leadership



# PROJECTED REVENUES LESS EXPENDITURES FOR FY 2022-2023 GENERAL FUND (EXCLUDING CHILD NUTRITION)

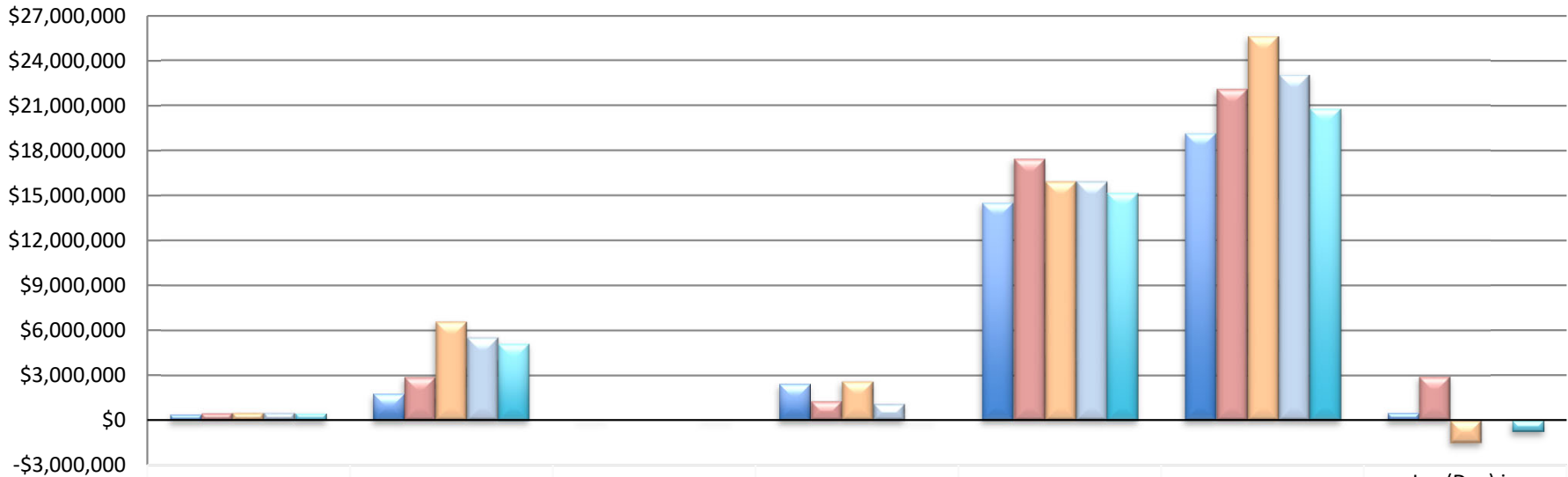
	FY22 Estimated Actual	FY23 Proposed Budget
Local Revenues	\$ 28,003,143	\$ 30,726,160
State Revenues	32,280,594	30,378,617
Federal Revenues (Includes ESSER)	<u>4,440,286</u>	<u>2,296,623</u>
<b>Total Estimated Revenues</b>	<b>64,724,023</b>	<b>63,401,400</b>
Preliminary Proposed Expenditures*	<u>(68,181,116)</u>	<u>(63,401,400)</u>
<b>Estimated Revenues Over/(Under) Expenditures</b>	<b>(3,457,093)</b>	<b>\$ <u>-0-</u></b>
Other Sources: Expenditures Budgeted from Fund Balance <i>FY22: \$2.3M Prior Year Carryover Projects</i> <i>\$1.156M Maintenance Tax Note Payment</i> <i>\$0.3M Reyes Portable Classrooms</i> <i>\$1.1M AMS Football Field</i>	<u>4,856,525</u>	
Projected Year End Results ( <i>Rollover of AMS Football Field to FY23 – Project Not Complete</i> )	<u>\$ 1,399,432</u>	

Optimum Unassigned Fund Balance for FY23 = \$15,850,350 (90 Days)  
 FY23 Projected Ending Unassigned Fund Balance = \$15,925,829 (90.4 Days)



# GENERAL FUND – FUND BALANCES

## (INCLUDES CHILD NUTRITION)



	Nonspendable (1)	Restricted (2)	Committed	Assigned	Unassigned	Total	Inc (Dec) in Unassigned
2019 Actual	\$397,236	\$1,787,948	\$0	\$2,450,000	\$14,520,457	\$19,155,641	\$503,448
2020 Actual	\$483,848	\$2,887,187	\$0	\$1,285,200	\$17,441,429	\$22,097,664	\$2,920,972
2021 Actual	\$493,629	\$6,598,479	\$0	\$2,602,223	\$15,925,829	\$25,620,160	(\$1,515,600)
2022 Projected	\$493,629	\$5,529,258	\$0	\$1,100,000	\$15,925,829	\$23,048,716	\$0
2023 Projected	\$493,629	\$5,125,308	\$0	\$0	\$15,175,829	\$20,794,766	(\$750,000)

**(1) Nonspendable Fund Balance includes Child Nutrition inventory and prepaids**  
**(2) Restricted Fund Balance includes Child Nutrition and Maintenance Tax Notes**  
**Optimum Fund Balance (3 Months Average Expenditures) = \$15,850,350**

# Projected Revenue Less Expenditures for 2022-2023 Child Nutrition Fund Only

	FY22 Projected Actual	FY23 Proposed Budget
Local Revenues	\$ 51,582	\$ 68,000
State Revenues	24,000	24,000
Federal Revenues	<u>5,964,019</u>	<u>5,850,000</u>
Total Estimated Revenues	6,039,601	5,942,000
Preliminary Expenditures	<u>(6,784,925)</u>	<u>(5,942,000)</u>
Estimated Revenues Over (Under) Expenditures	\$ <u>(745,324)</u>	\$ <u>-0-</u>

**Note: The Food Service Fund is self-sustaining and has a spending plan to adjust Fund Balance below the maximum, uniform stipends have been increased from \$300 to \$375**

Maximum Fund Balance for FY22 = \$1,696,231 (90 Days)  
 FY22 Projected Ending Fund Balance (Excluding Inventory) = \$3,163,873 (168 Days)



# Projected Revenue Less Expenditures for 2022-2023 Debt Service Fund Only

	FY22 Projected Actual	FY23 Proposed Budget
Local Revenues	\$ 10,114,312	\$ 11,378,154
State Revenues	191,278	158,351
Other Sources (Refunding)	<u>-0-</u>	<u>-0-</u>
Total Estimated Revenues & Other Sources	<u>10,305,590</u>	<u>11,536,505</u>
Preliminary Expenditures	(8,654,256)	(11,536,505)
Other Uses (Defeasance)	<u>(2,473,589)</u>	<u>-0-</u>
Total Estimated Expenditures and Other Uses	<u>(11,127,845)</u>	<u>(11,536,505)</u>
Estimated Revenues Over (Under) Expenditures	\$ <u>(822,255)</u>	\$ <u>-0-</u>
<b>Note: The Debt Service Fund is self-sustaining</b>		

Maximum Fund Balance for FY22 = \$6,434,455 (Current Year's Debt Service P&I and Fees)  
 FY22 Projected Ending Fund Balance = \$10,350,342



# Budget Allocation by Function

FUNCTION	DESCRIPTION OF FUNCTION	2021-2022 ADOPTED BUDGET	2022-2023 PROPOSED BUDGET	INCREASE (DECREASE)	PER STUDENT AT PROJECTED ENROLLMENT OF 6,009
11	Instruction	36,377,865	36,458,954	81,089	5,811
12	Instructional Resources & Media Svcs	765,781	807,047	41,266	129
13	Curriculum & Staff Development	850,110	679,330	(170,780)	108
21	Instructional Leadership	1,110,056	551,263	(558,793)	88
23	School Leadership	4,097,192	4,301,593	204,401	686
31	Guidance, Counseling, & Evaluation Sv	2,339,312	2,292,739	(46,573)	365
32	Social Work Services	234,748	232,710	(2,038)	37
33	Health Services	982,974	1,034,331	51,357	165
34	Student Transportation	1,885,829	2,085,193	199,364	332
36	Extracurricular Activities	1,660,107	1,734,047	73,940	276
41	General Administration	3,468,247	3,729,956	261,709	595
51	Facilities Maintenance and Operations	6,243,349	5,384,230	(859,119)	858
52	Security and Monitoring Services	988,908	1,173,486	184,578	187
53	Data Processing Services	1,903,936	1,963,037	59,101	313
61	Community Services	28,150	28,754	604	5
71	Debt Service	419,406	428,534	9,128	68
81	Facilities Acquisition and Construction	0	30,000	30,000	
99	Other Intergovernmental Charges	486,196	486,196	0	77
<b>M&amp;O BUDGET TOTALS</b>		<b>\$63,842,166</b>	<b>\$63,401,400</b>	<b>(\$440,766)</b>	<b>\$10,100</b>

35	Child Nutrition	5,190,341	5,461,473	271,132	870
51	Facilities Maintenance and Operations	417,659	480,527	62,868	77
<b>CHILD NUTRITION BUDGET TOTALS</b>		<b>\$5,608,000</b>	<b>\$5,942,000</b>	<b>\$334,000</b>	<b>\$947</b>

71	Debt Service	9,926,034	11,536,505	1,610,471	1,839
<b>I&amp;S BUDGET TOTALS</b>		<b>\$9,926,034</b>	<b>\$11,536,505</b>	<b>\$1,610,471</b>	<b>\$1,839</b>

# Canutillo Independent School District 2022-2023 Budget Calendar

Activity Description	Month	Owner
Notice to discuss and adopt the budget and the proposed tax rate	June	FS
Fund balance/GASB 54 resolution	June	FS
Publish Notice of Public Meeting to Discuss Budget and Proposed Tax Rate in newspaper	June	FS
Board Meeting Approval of District Budget	June	BOT
Board Meeting Approval of the District's Tax Rate - Based upon certified property values provided by the Central Appraisal District	September	BOT



**THE PUBLIC IS  
INVITED TO PROVIDE  
COMMENT**



# MOTION: TO APPROVE THE 2022-23 PROPOSED BUDGET

FUNCTION	DESCRIPTION OF FUNCTION	2022-2023 GENERAL FUND	2022-2023 FOOD SERVICE FUND	2022-2023 DEBT SERVICE FUND	2022-2023 TOTAL
11	INSTRUCTION	36,458,954			36,458,954
12	INSTRUCTIONAL RESOURCES & MEDIA	807,047			807,047
13	STAFF/CURRICULUM DEVELOPMENT	679,330			679,330
21	INSTRUCTIONAL ADMINISTRATION	551,263			551,263
23	SCHOOL LEADERSHIP	4,301,593			4,301,593
31	GUIDANCE & COUNSELING SERVICES	2,292,739			2,292,739
32	SOCIAL WORK SERVICES	232,710			232,710
33	HEALTH SERVICES	1,034,331			1,034,331
34	STUDENT TRANSPORTATION	2,085,193			2,085,193
35	FOOD SERVICE		5,461,473		5,461,473
36	COCURRICULAR ACTIVITIES	1,734,047			1,734,047
41	GENERAL ADMINISTRATION	3,729,956			3,729,956
51	PLANT MAINTENANCE & OPERATIONS	5,384,230	480,527		5,864,757
52	SECURITY & MONITORING SERVICES	1,173,486			1,173,486
53	DATA PROCESSING SERVICES	1,963,037			1,963,037
61	COMMUNITY SERVICES	28,754			28,754
71	DEBT SERVICE	428,534		11,536,505	11,965,039
81	FACILITIES ACQUISITION/CONSTRUCTION	30,000			30,000
99	OTHER INTER-GOVERNMENTAL CHARGES	486,196			486,196
<b>BUDGET TOTALS</b>		<b>\$63,401,400</b>	<b>\$5,942,000</b>	<b>\$11,536,505</b>	<b>\$80,879,905</b>



# CURRICULUM & INSTRUCTION

## CANUTILLO A Premier District

TO: CISD Board of Trustees and Superintendent Galaviz

FROM: Dr. Debra Y. Kerney, Executive Director of Curriculum & Instruction

DATE: June 28, 2022

RE: Lone Star Governance (LSG) Student Outcome Goal Progress

Pursuant to the Lone Star Governance (LSG) framework, Canutillo ISD administration is required to update the board on student outcome goals in College Career Readiness (CCR), mathematics, and reading. According to the adopted LSG calendar, Goal 1 (Reading) and Goal 2 (Math) are the focus for the month of June. K-3<sup>rd</sup> Grade Math and Reading student progress End of Year (EOY) data will be presented for discussion at the June 28<sup>th</sup> Regular Board Meeting. This information is being provided to ensure collective awareness toward student outcome goal progress measures (GPM's).

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**Street Address:**

7965 Artcraft Rd.  
El Paso, TX 79932

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**Mailing Address:**

P.O. Box 100  
Canutillo, TX 79835

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P: (915) 877-7440  
F: (915) 877-7527  
[canutillo-isd.org](http://canutillo-isd.org)

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

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

# **LONE STAR GOVERNANCE**

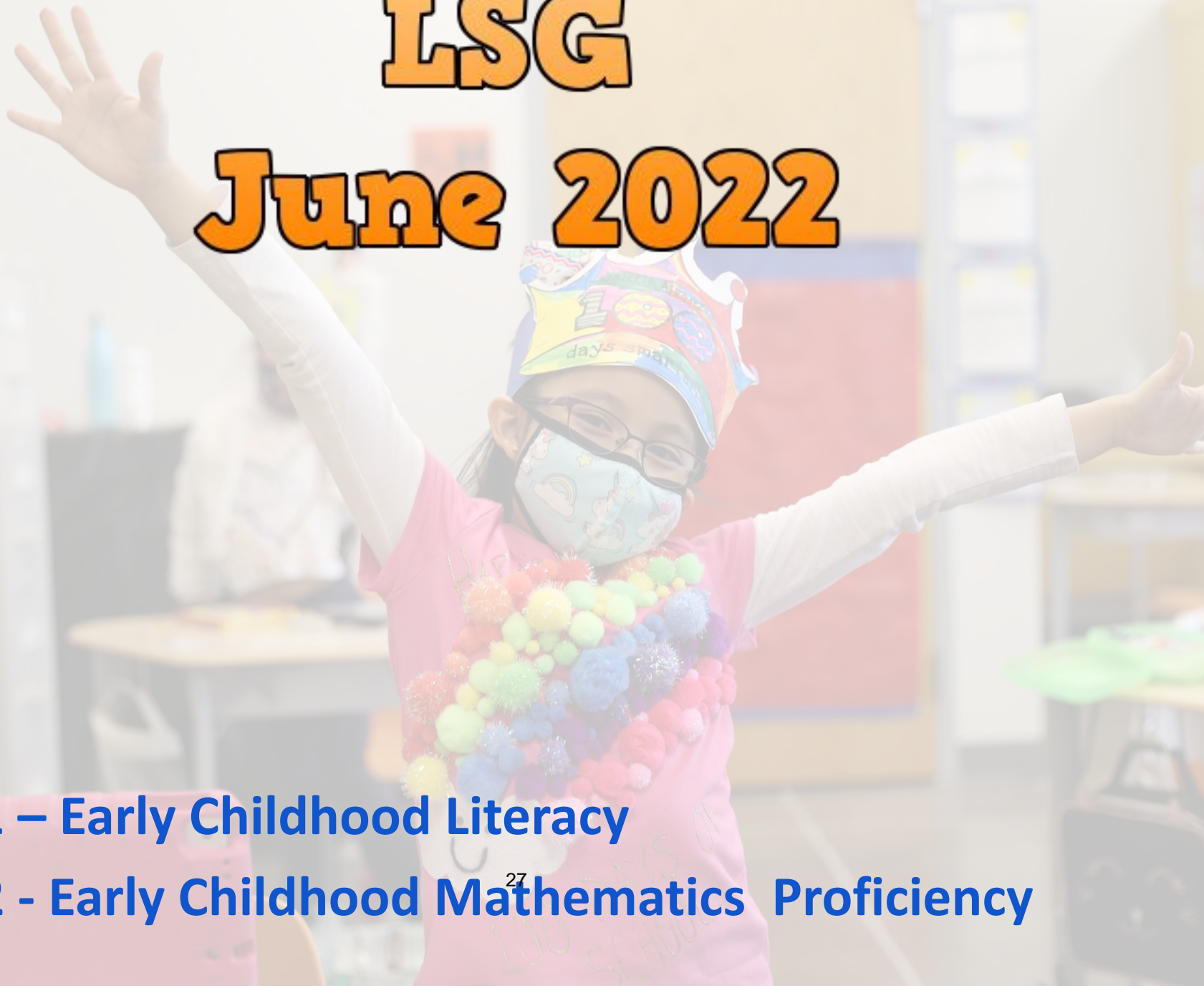


**GOALS AND PROGRESS MONITORING INDICATORS**

**June 8 , 2022**

# LSG

## June 2022

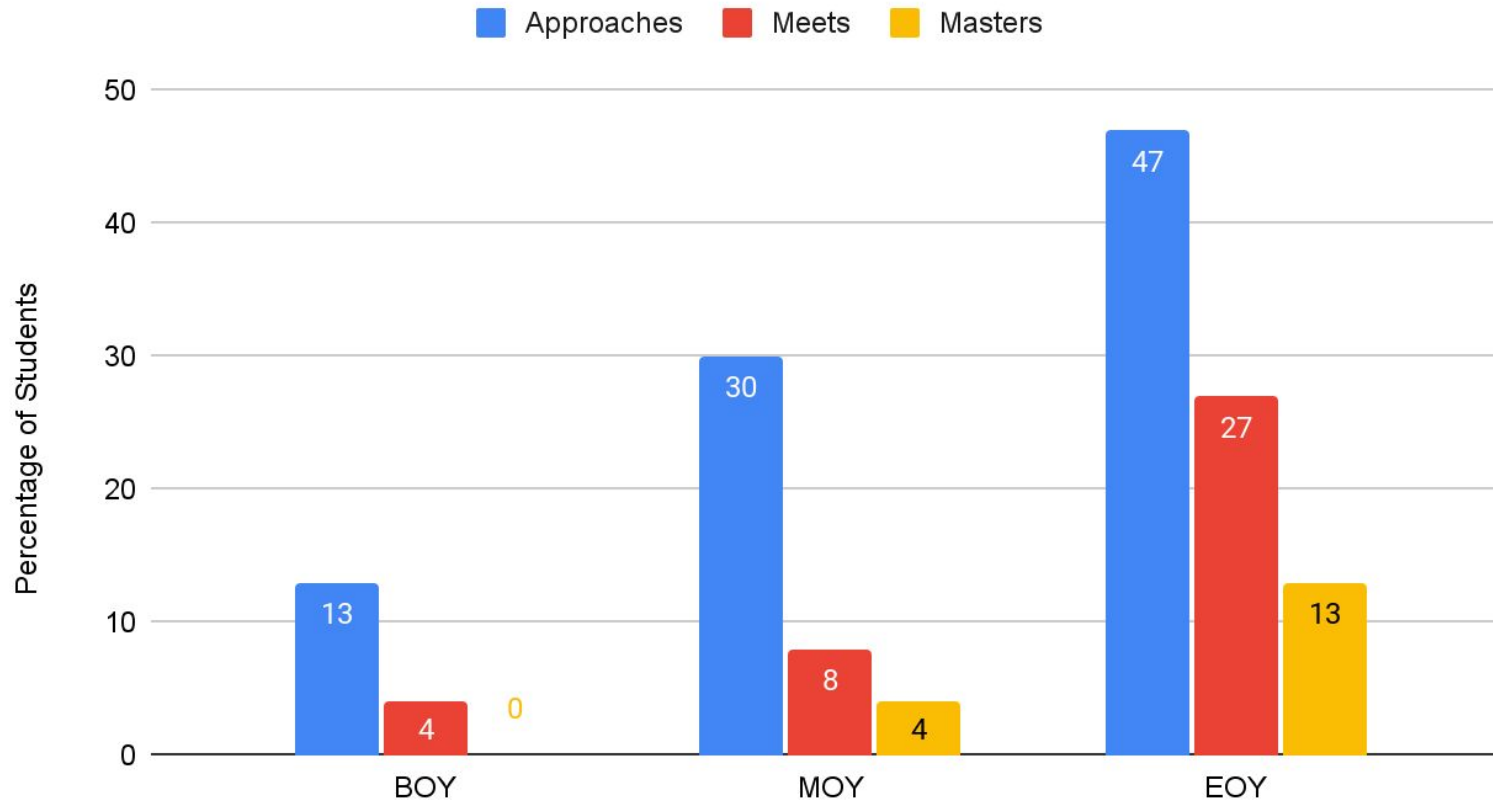


**Goal 1 – Early Childhood Literacy**

**Goal 2 - Early Childhood Mathematics Proficiency**

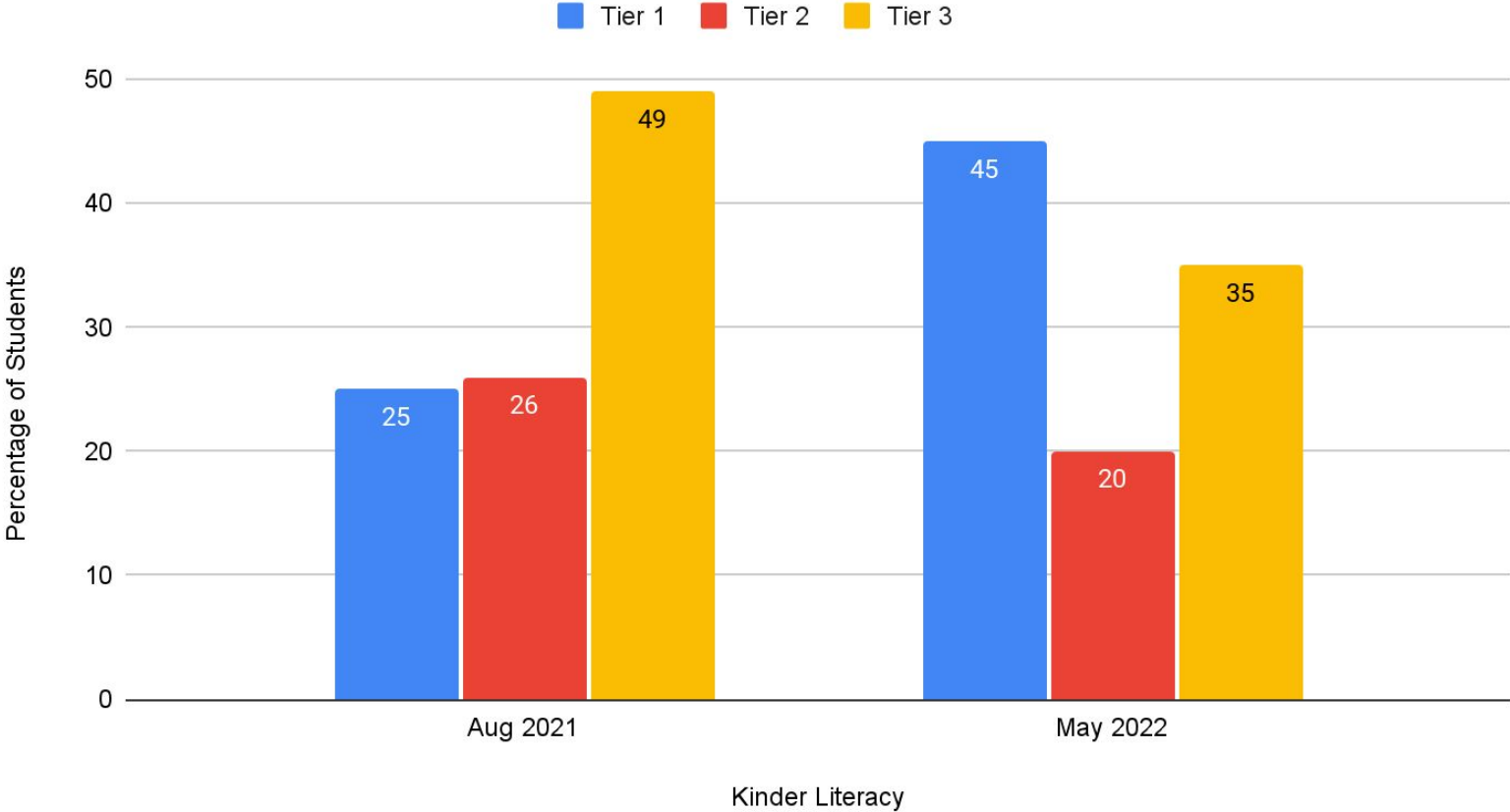
# Kinder Math

## Kinder Math



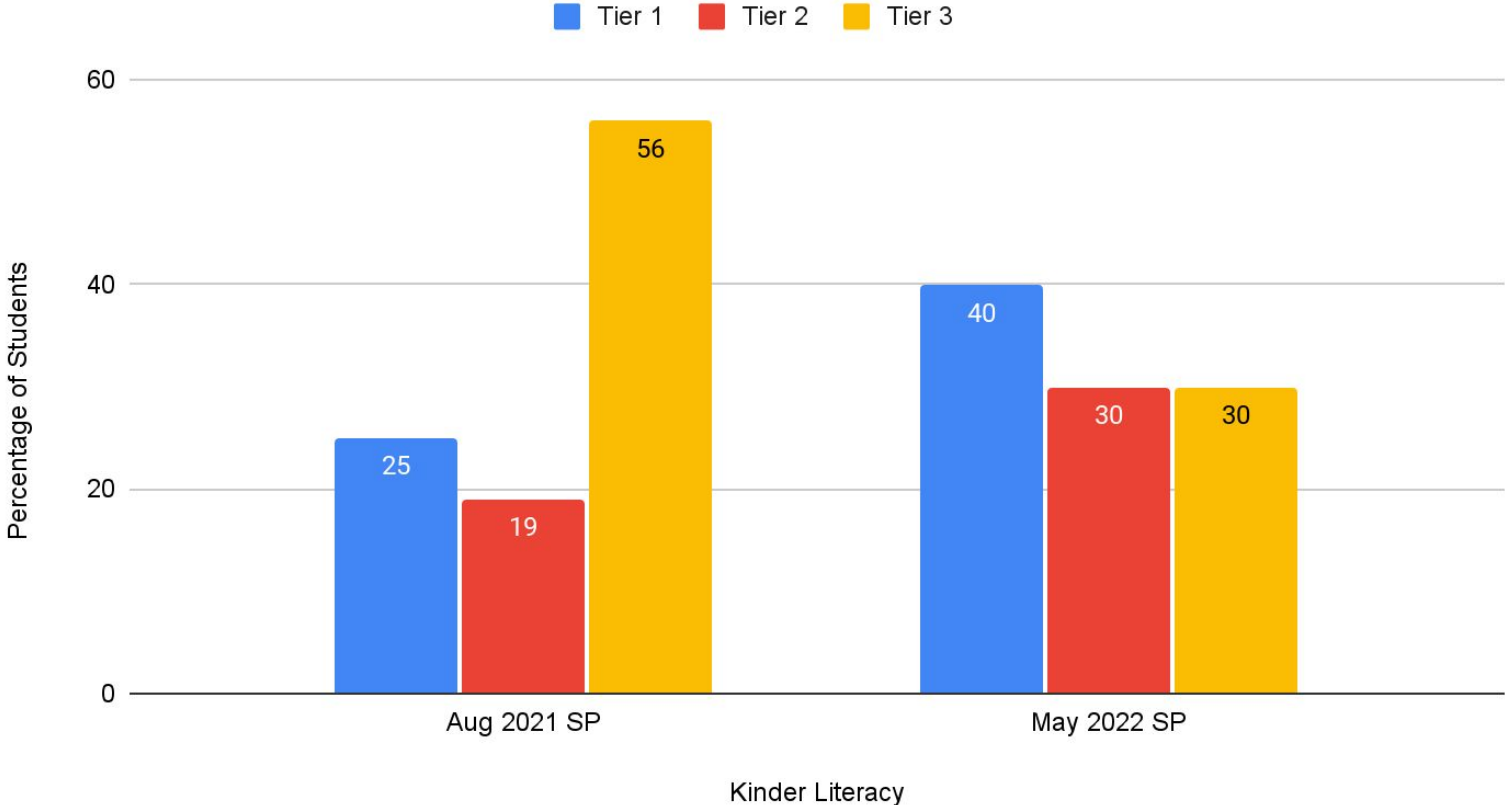
# Kinder Literacy

## Kinder Literacy- English



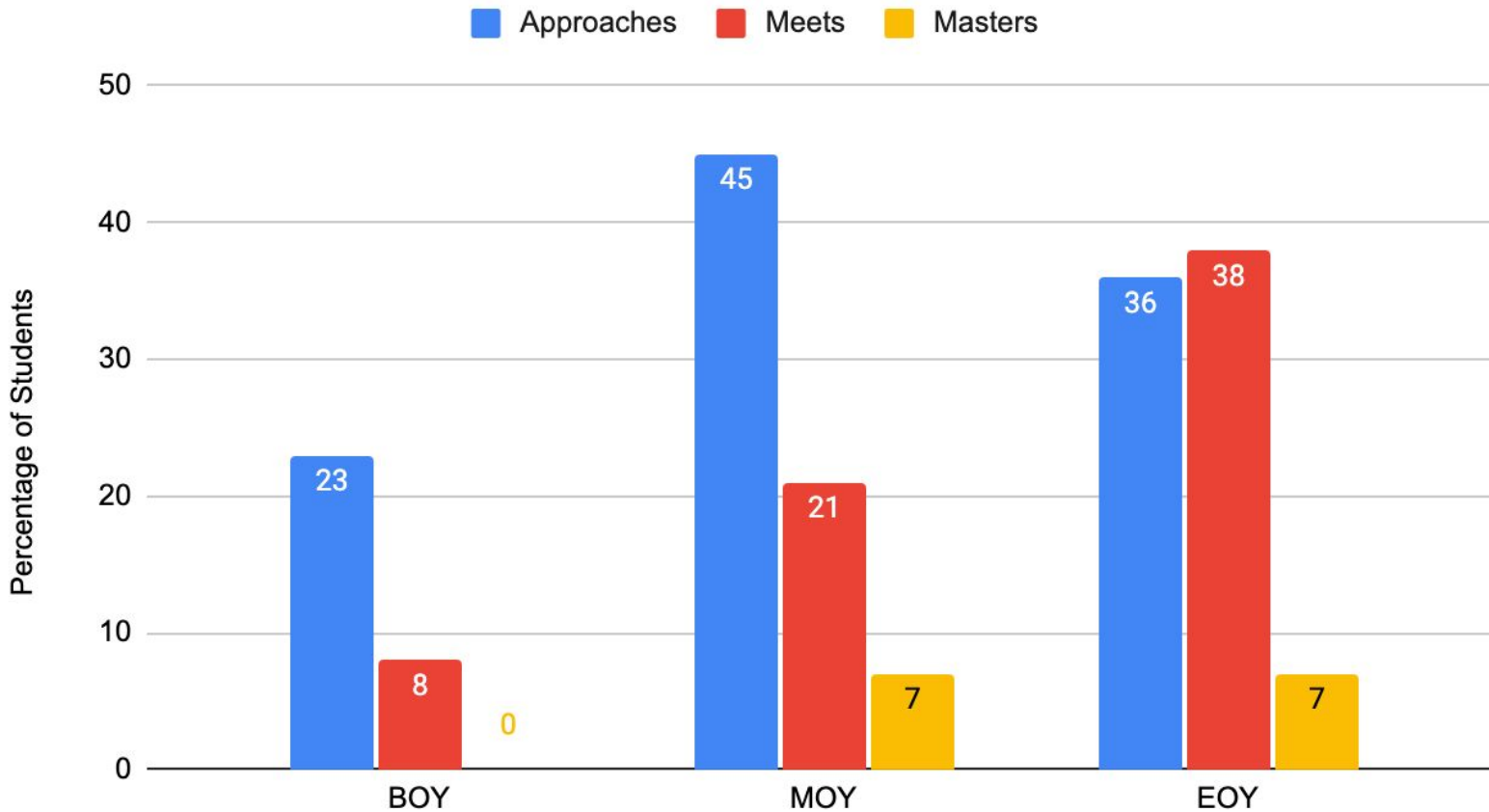
# Kinder Literacy

## Kinder Literacy- Spanish



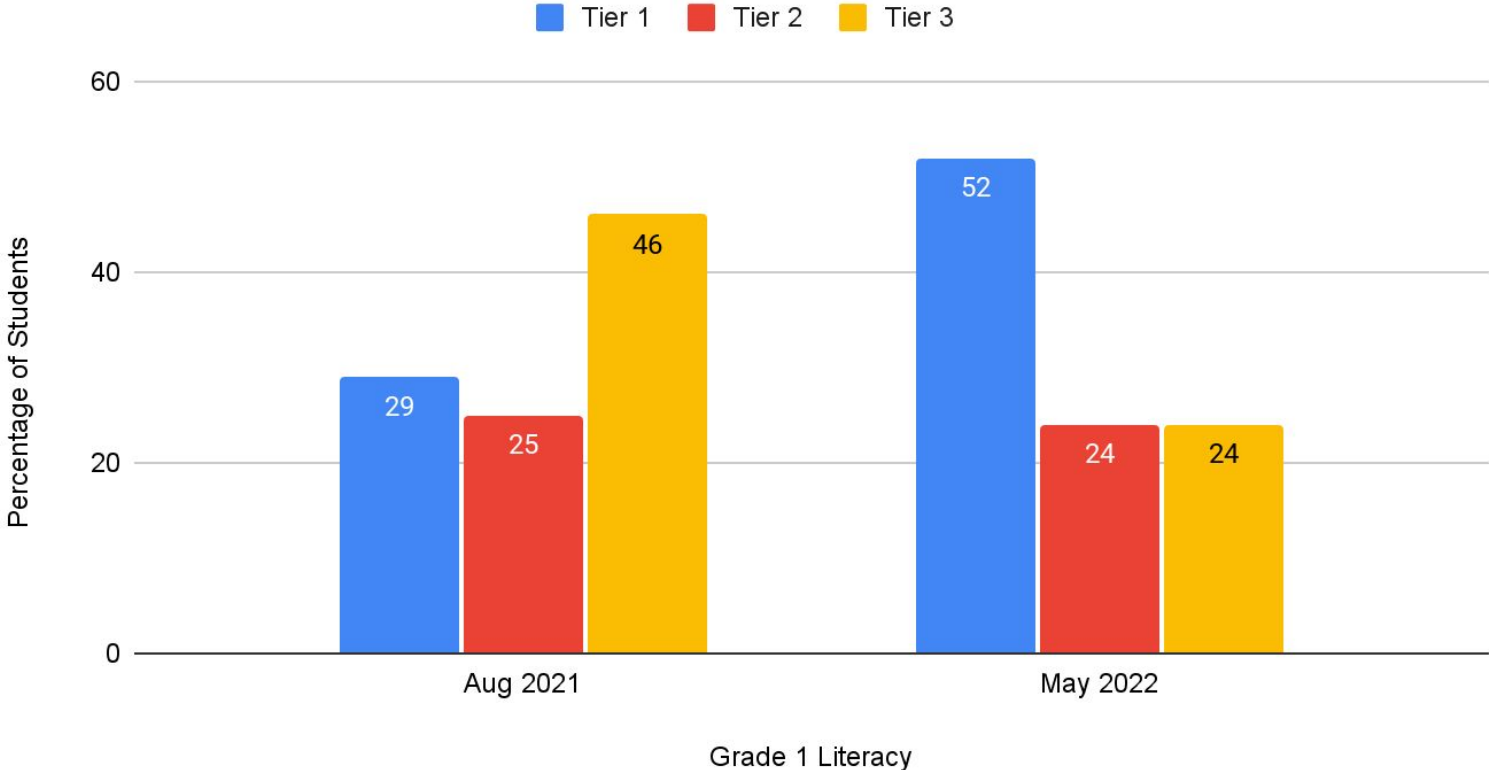
# Grade 1 Math

## Grade 1 Math



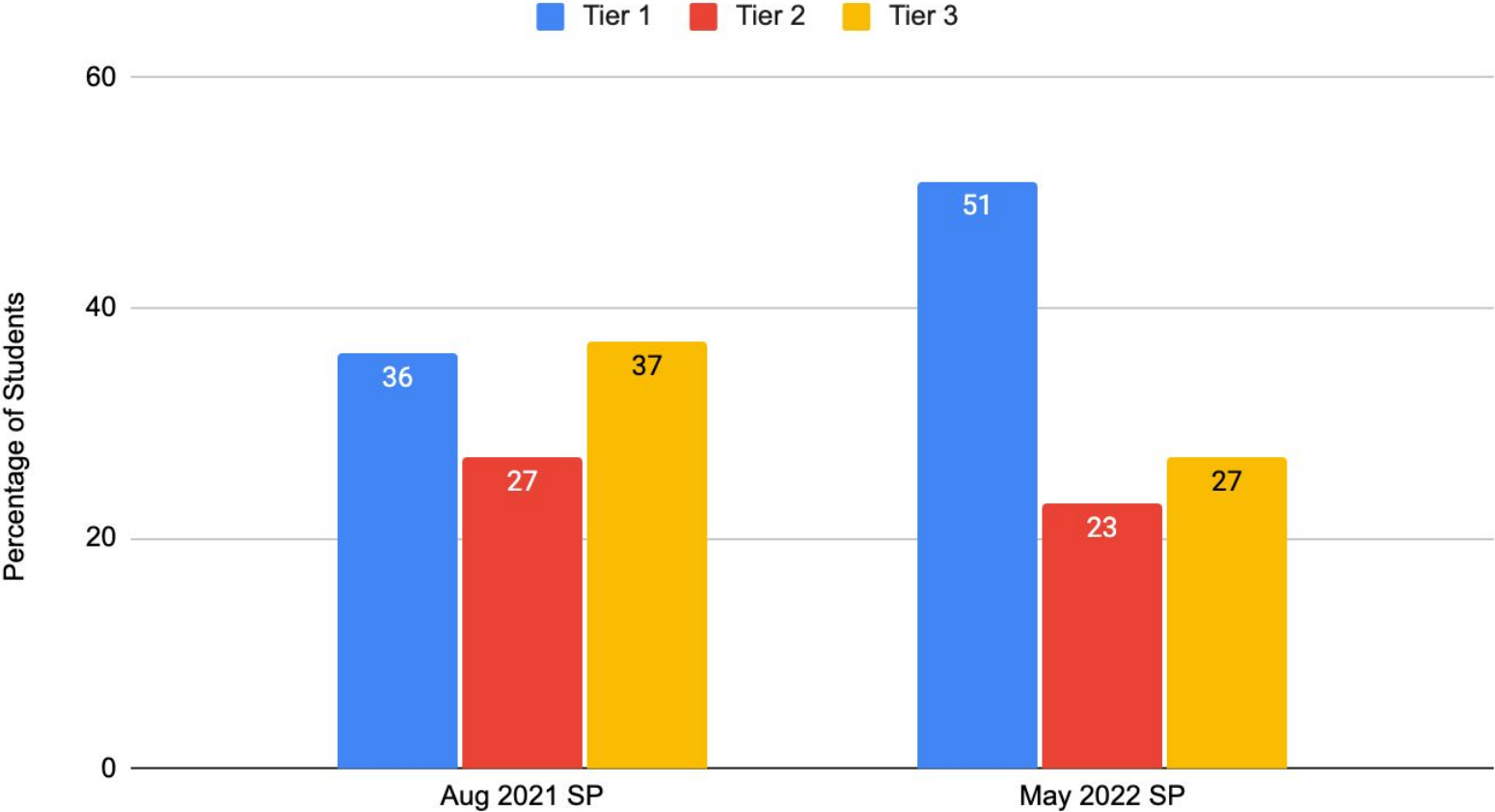
# Grade 1 Literacy

## Grade 1 Literacy- English



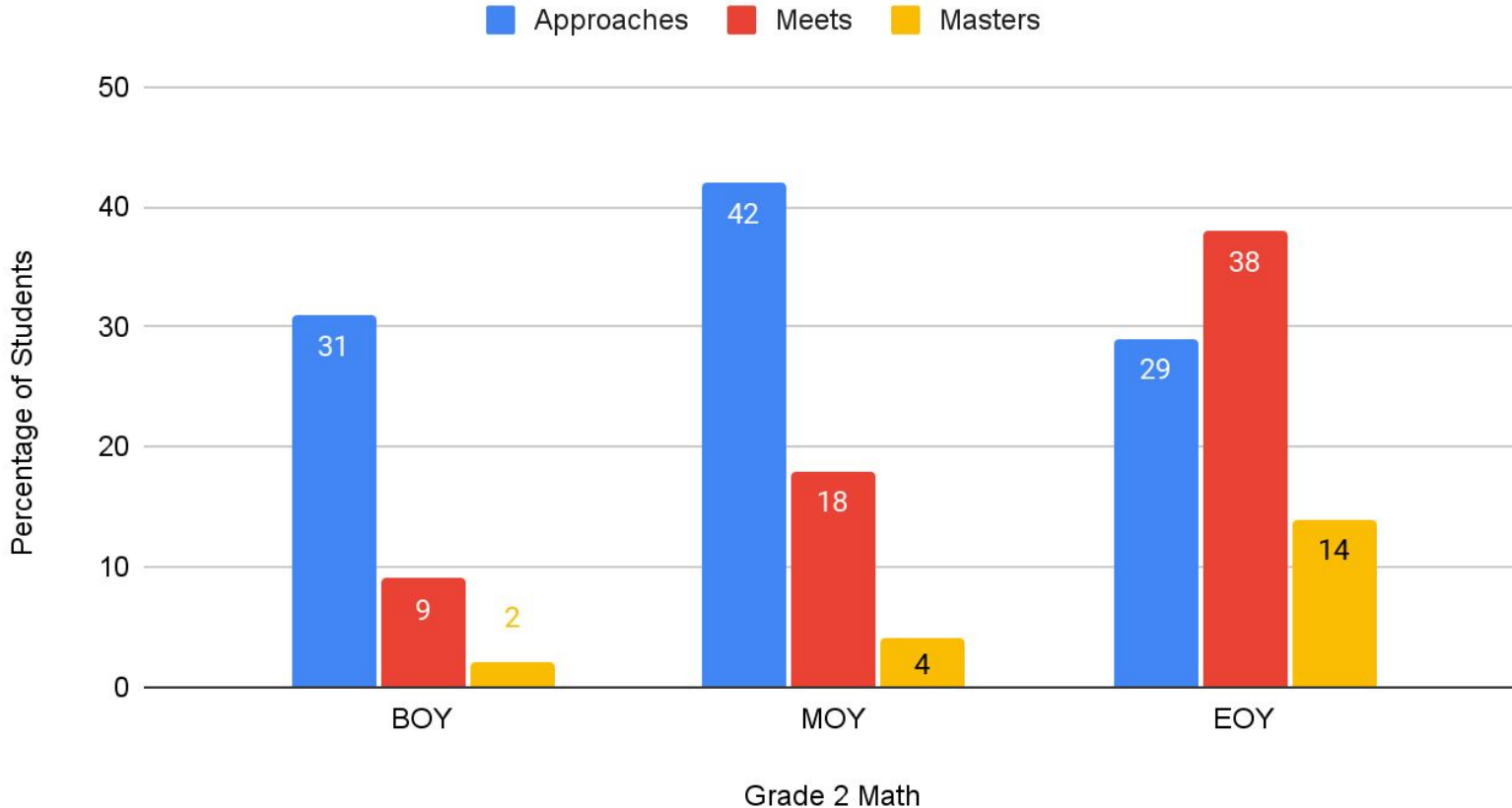
# Grade 1 Literacy

## Grade 1 Literacy- Spanish



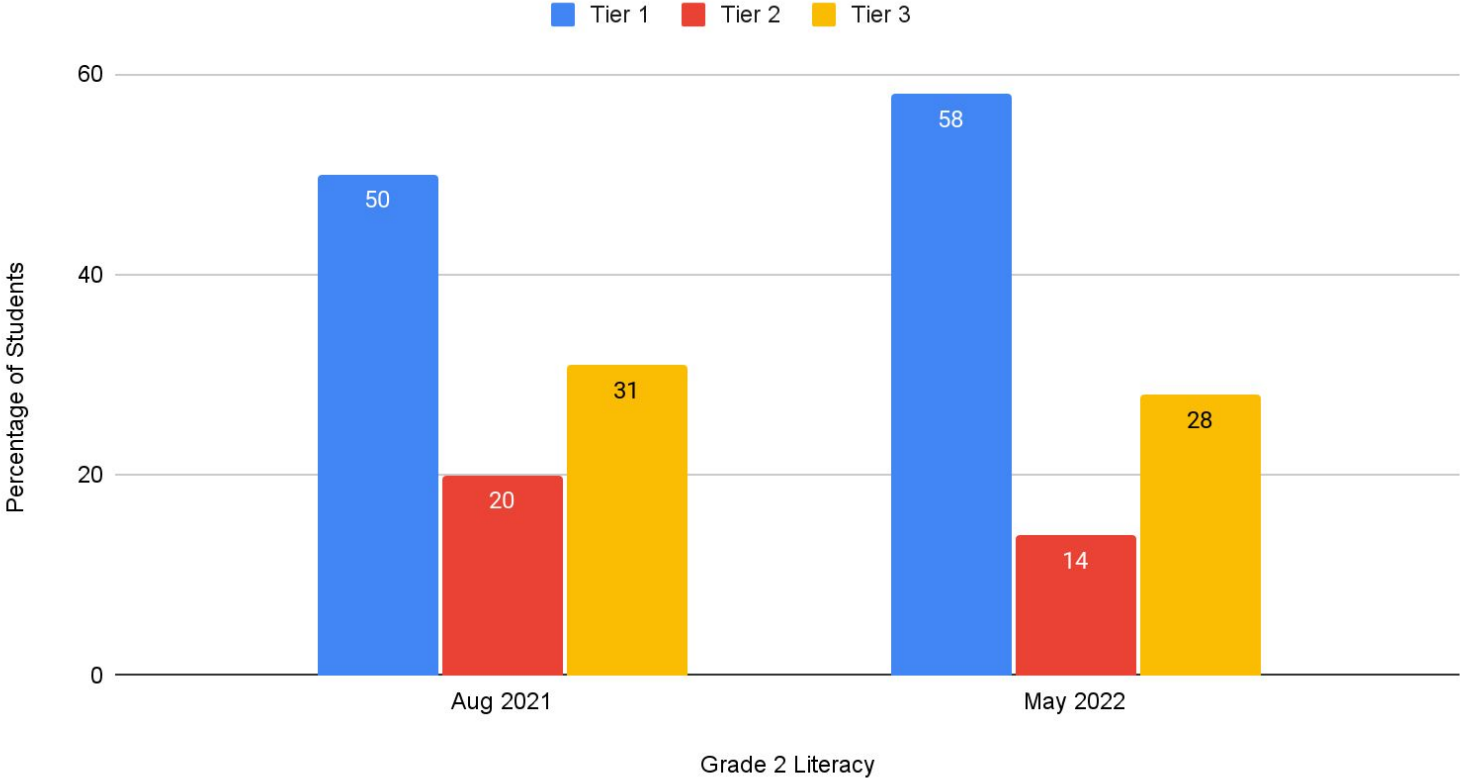
# Grade 2 Math

## Grade 2 Math



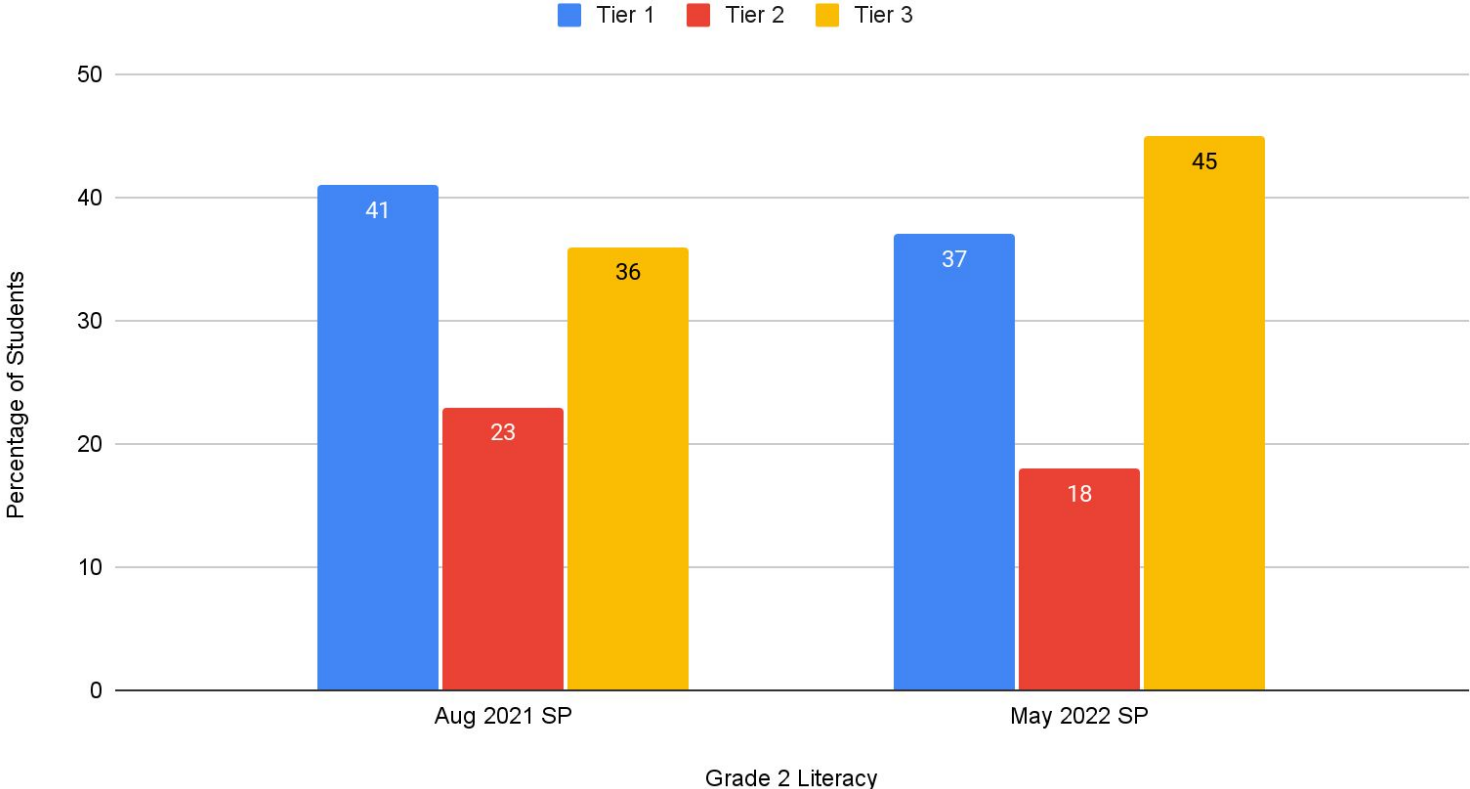
# Grade 2 Literacy

## Grade 2 Literacy- English



# Grade 2 Literacy

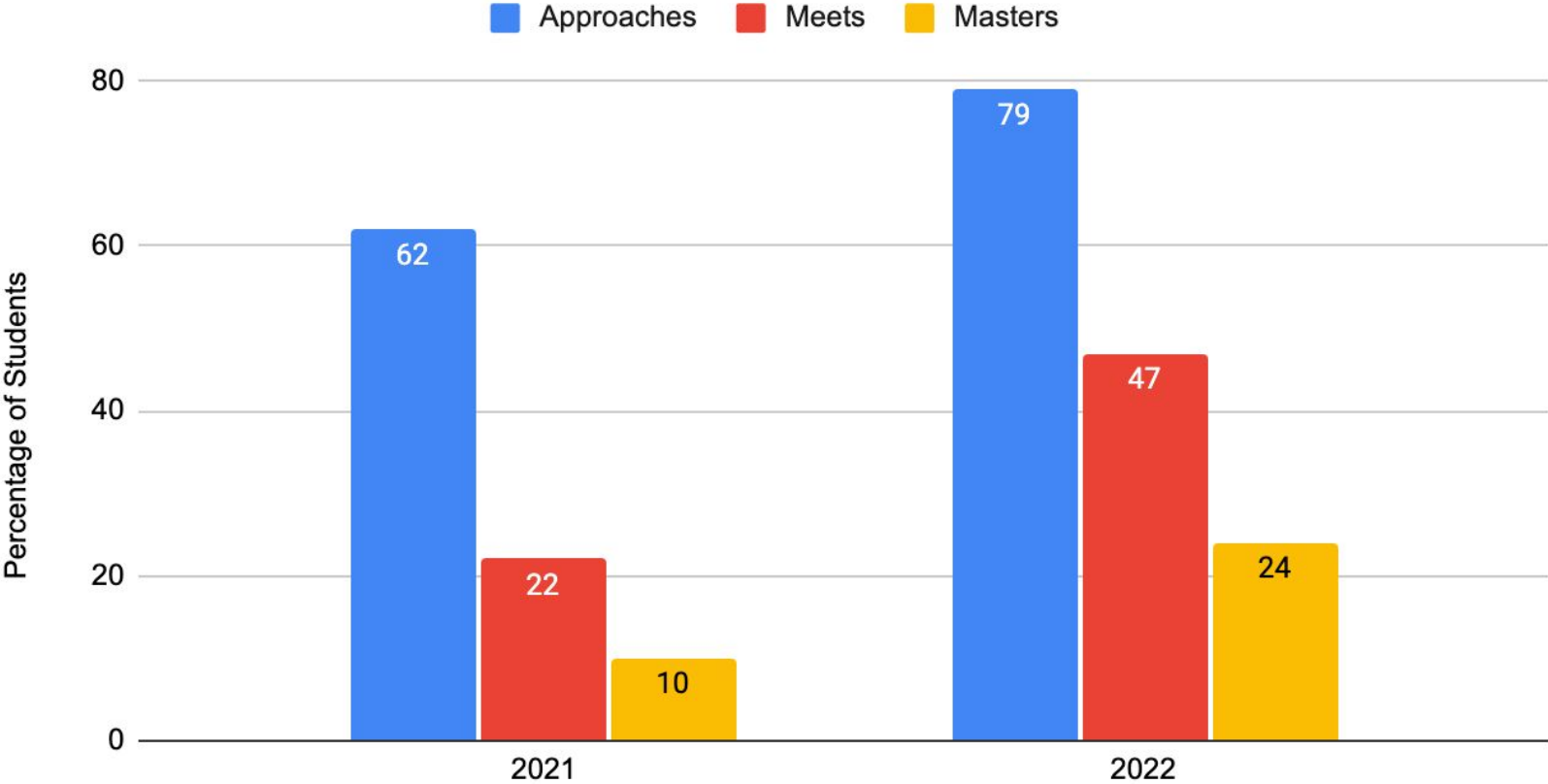
## Grade 2 Literacy - Spansih



# Grade 3 Math

## Grade 3 Math

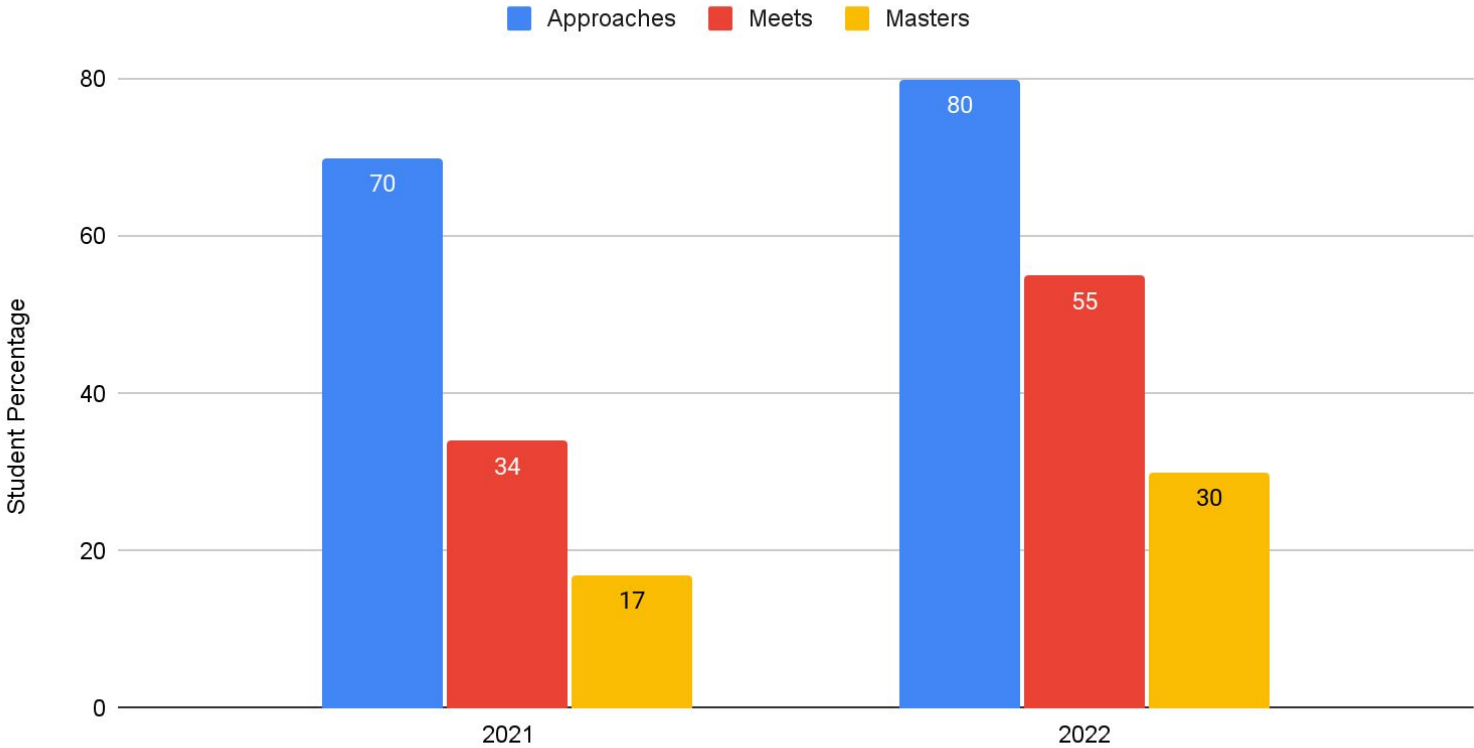
STAAR 2021 vs STAAR 2022



# Grade 3 Reading

## Grade 3 Reading

STAAR 2021 vs STAAR 2022 Preliminary Scores



**CANUTILLO INDEPENDENT SCHOOL DISTRICT**  
A Premier District



These percentages are based on preliminary data; all figures subject to change. Averages for grades 3-5 include English & Spanish exams.

# Reading Interventions

- ★ Reading Academies (teacher training) is yielding positive results.
- ★ Refined practice of Guided Reading (small group) instruction.
- ★ Tutoring and Interventions.
- ★ Istation monthly assessments and instruction have enabled prioritized student instruction.
- ★ Implementation of Wilson Foundations in K-2 - a comprehensive reading, spelling and handwriting program.



# Math Interventions

- ★ Personalized Instruction: Blended Learning- MIZ (TIER I)
- ★ Small group instruction & Tutoring
- ★ Zearn Math K-5 Interventions: Tier 2
  - ( Accelerated Math Program)
- ★ Grade 1 Math Interventions: understanding of whole numbers and operations - UT Austin & NSF
- ★ MSTAR Universal Screener and Diagnostic Tools- Algebraic Thinking



# Questions?



# Board of Trustees

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

## 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)*

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

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

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



**RESOLUTION TO DESIGNATE AN EMPLOYEE OR OFFICER TO  
CALCULATE THE TAX RATE AND ISSUE REQUIRED NOTICES  
RELATED TO TAX RATES AND THE SCHOOL DISTRICT BUDGET  
FOR THE CANUTILLO INDEPENDENT SCHOOL DISTRICT**

**WHEREAS**, the Board of Trustees (“Board”) of the Canutillo Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

**WHEREAS**, the Board, as authorized by Texas Education Code § 45.002, .003(a) may levy, assess, and collect annual ad valorem taxes for the maintenance of the district’s schools. Taxes may not be levied unless authorized by a majority of the qualified voters of the district, voting at an election called for that purpose; and

**WHEREAS**, after the District’s assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district; and

**WHEREAS**, the designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Tax Code 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate; and

**WHEREAS**, pursuant to Texas Tax Code § 26.04(c), (d-1), (d-3), as soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

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

**RESOLVED**, the Board of Trustees hereby appoints Cristina Pulley as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter-approval tax rate as determined by state law.

**RESOLVED**, the authority granted by this resolution is effective henceforth unless the Board takes action to change the designation of the appointee.

**PASSED AND APPROVED** this 28<sup>th</sup> day of June 2022 by the Board of Trustees for the Canutillo Independent School District.

By: \_\_\_\_\_  
Sergio Coronado, Board President

Attest: \_\_\_\_\_  
Patsy Mendoza, Board Secretary

## **1. GENERAL FUNCTIONS-OTHER**

### 1.A. Call to Order

The meeting was called to order at **1:35 p.m.**, by Board President Coronado.

### 1.B. Pledge of Allegiance

### 1.C. Texas Pledge of Allegiance

### 1.D. Roll Call

Present: Trustees Coronado, Mendoza, Payan, Rodriguez, Searls, and Trout  
Trustee Hernandez joined the meeting at 1:41 p.m.  
Trustee Rodriguez left the meeting at 4:45 p.m.

## **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.

There was no public comment.

## **3. BOARD OF TRUSTEE BUSINESS**

### 3.A. Discussion, Review and Possible Action Regarding Student Outcome Goals and Constraints

Ms. Monica Jaloma, with the Texas Education Agency (TEA) discussed student outcome goals and informed the board that three to five student goals need to be adopted. The board engaged in discussion regarding the goals.

**The board closed the meeting for a break at 2:52 p.m. and reconvened at 3:06 p.m.**

Further discussion was had after the board reconvened. Additional discussion included the Superintendent's and Board's constraints.

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Searls**, and unanimously passed to approve the Goals as presented, subject to input from the community.

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Searls**, and unanimously passed to approve the Superintendent's constraints as modified.

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Payan**, and unanimously passed to approve the Board's constraints.

### 3.B. Discussion and Possible Action on Developing a Tentative Theory of Action

Ms. Jaloma provided examples of theories of action. The board engaged in brief discussion.

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Trout**, and unanimously passed to approve the Canutillo Theory of Action.

### 3.C. Discussion, Review and Possible Action Regarding Board Self-Constraints

Ms. Jaloma and the board discussed the following three board self-constraints.

Board Constraint #1: Board members cannot remove items from the consent agenda if they have not discussed the item with the Superintendent or his or her designee during the previous seven days.

Board Constraint #2: Board members may not add items to the board agenda without the approval of the Board President.

Board Constraint #3: The Board may not [inaudible] less than 50% of the Board authorized public meeting minutes per month, monitoring progress or student outcome goals.

It was motioned by Trustee **Rodriguez**, seconded by Trustee **Payan**, and passed with six affirmative votes to approve the Board Self-Constraints. Trustee **Searls** voted no.

3.D. Discussion and Possible Action Regarding Community Engagement Process

Ms. Jaloma discussed the process to engage the community with the board. She will follow up with each board member on ideas for moving forward with the process.

It was motioned by Trustee Trout, seconded by Trustee Coronado, and passed unanimously for the Board to continue to plan for the action regarding community engagement.

4. ADJOURNMENT

The meeting was adjourned at 5:00 p.m. under unanimous consent.

Presented to the Board of Trustees for approval on June 28, 2022. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

## 1. GENERAL FUNCTIONS-OTHER

### 1.A. Call to Order

The meeting was called to order at **5:12 p.m.** by Board President Coronado.

### 1.B. Pledge of Allegiance

### 1.C. Texas Pledge of Allegiance

### 1.D. Roll Call

Present: Trustees Coronado, Hernandez, Mendoza and Searls  
Absent: Trustees Payan, Rodriguez and Trout

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

The Vision and Mission Statements were read by Trustee **Mendoza** and Trustee **Hernandez**, respectively.

## 2. BOARD HONORS

### 2.A. Recognition of the 2022 CAFE Scholarship Recipients

Ms. Jessica Bernal gave a quick overview of CAFE. Ms. Lerma spoke in regards to the scholarship fund in memory of her son. 25 students were recognized as recipients for the 2022 CAFÉ Scholarship.

Trustee Coronado recognized founding members Mr. Sergio Martinez, Mr. Armando Rodriguez, along with Ms. Jessica Bernal for all of their work.

## 3. 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.

Bernardo Barela addressed the board regarding deferred maintenance, public housing and security and safety. He also stated that administration should be more proactive in promoting positive news. Mr. Barela recommended sending out a newsletter sharing positive news and

accomplishments from the district. He also expressed concern over the online payment process on the district's website.

Breanne Barnes addressed the board regarding meeting changes and safety and security. She stated that there needs to be a better way to communicate time changes for meetings. Additionally, due to recent events, she requested to have the safety committee reinstated.

Sergio Martinez addressed the board regarding the sadness around the incident that occurred in Uvalde, Texas. He stated that the board needs to speak to the community and request their help regarding the last bond not being passed. He expressed concern on the need to secure campuses and children.

#### **4. EXECUTIVE SESSION**

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

**The meeting was closed at 5:45 p.m. under Texas Government Code Section 551.074.**

4.A. Discussion and Recommendation of Associate Superintendent; Pursuant to Texas Government Code Section 551.074

#### **5. NEW BUSINESS (continued); OTHER**

**The meeting reconvened at 6:03 p.m. into Open Session.**

5.A. Discussion and Possible Action Regarding the Recommendation of Associate Superintendent

It was motioned by Trustee **Searls**, seconded by Trustee **Hernandez**, and unanimously passed to approve the recommendation of Dr. Debra Kerney as Associate Superintendent effective July 1, 2022.

#### **6. CONSENT AGENDA-VOTING**

It was motioned by Trustee **Mendoza**, seconded by Trustee **Searls**, and unanimously passed to approve the consent agenda as presented, with the exception of item **6.B.1.b.**

6.A. ASSOCIATE SUPERINTENDENT

6.A.1. Approval of Request for Use by Individuals, Groups, or Organizations to Use Facilities or Equipment for Financial Profit, Partisan Political Reasons, Religious Purposes, or Serving the Individual or Group's Self-Interest

6.B. BUSINESS SERVICES

6.B.1. Approval of the Meeting Minutes

6.B.1.a. Approval of the March 9, 2022 Special Board Meeting Minutes

6.B.1.b. Approval of the March 22, 2022 Regular Board Meeting Minutes

This item was pulled from the agenda at the request of Trustee Searls. She stated that during the meeting of March 22nd, Ms. Castillo, teacher, was misrepresented in a presentation by Mr. Steve Porras. Ms. Searls stated that Mr. Porras made statements that Ms. Castillo did not pass her SafeServe Certification; however, Ms. Castillo has presented documentation showing that she did pass.

Trustee Coronado recommended to go back and listen to the audio, review if Mr. Porras' comments are in the minutes and then bring back this item if needed. Trustee Searls agreed.

It was motioned by Trustee **Searls**, seconded by Trustee **Mendoza**, and unanimously passed to approve item **6.B.1.b.**

6.B.1.c. Approval of the April 14, 2022 Special Board Meeting Minutes

6.B.1.d. Approval of the April 25, 2022 Special Board Meeting Minutes

6.B.1.e. Approval of the April 26, 2022 Regular Board Meeting Minutes

6.B.2. Approval of the Monthly Financials

6.B.3. Approval of the Monthly Warrant List

6.B.4. Approval of the Monthly Donations.

6.B.5. Approval of the Budget Amendments

6.B.6. Approval of the Investment Report for Quarter Ended March 31, 2022

6.B.7. Annual Report of District Memberships with Various Cooperatives and Interlocal Programs

6.B.8. Approval of Interlocal Agreement Between Canutillo ISD and Tarrant County's Cooperative Purchasing Program

6.B.9. Approval of Interlocal Agreement Between Canutillo ISD and Region 19 for USDA TDA Product Services

6.B.10. Approval to Award RFP 2022-06 Third Party Administration of Group Medical Health Benefits, Medical Provider Network, Pharmacy Benefit Management, Stop Loss Reinsurance, COBRA Administration and Group Basic & Supplemental Term Life Insurance

6.B.11. Approval to Award CSP 2022-07 Reyes Elementary Portable Classroom Construction to LDCM in the Amount, Not to Exceed \$105,762.00

6.B.12. Approval to Award RFP 2022-13 Cafeteria Upgrades to Silvestre and Carolina Reyes Elementary and Northwest Early College High School

6.B.13. Approval to Award RFP 2022-12 Purchase of New Buses to Longhorn Bus Sales in the Amount Not to Exceed \$235,508.00

6.B.14. Approval Regarding the Purchase of Training and Services with Educational Achievement Services (EAS), Inc. to Implement the Family Leadership Institute at Northwest Early College High School, Alderete Middle School and Canutillo Middle School

6.B.15. Approval of Texas Education Agency Instruction Materials TEKS Certification Requirement

6.B.16. Approval of Purchase from Istation (Imagination Istation) to Renew Program that Supports Our Elementary and Middle Schools Utilizing Region 19 Allied States Cooperative 20-7373 in the Amount of \$93,126.54

6.B.17. Approval of Purchase of Renaissance Learning Program to Support Canutillo ISD's Elementary, Middle and High Schools Utilizing Socorro ISD's Cooperative E2203 in the Amount of \$108,249.51

6.B.18. Approval of Purchase of Imagine Learning to Renew Math Program That Supports Elementary and Middle Schools, Utilizing Socorro ISD E2203 in the Amount of \$60,666.64

6.B.19. Approval of Purchase from Imagine Learning Regarding Purpose Prep Social Emotional Learning (SEL) Curriculum in the Amount of \$81,000.00

6.B.20. Approval of Agreement Between Contigo Ed, Cambiar Education, The Council on Economic Expansion and Educational Development (CREEED) and Canutillo ISD Regarding the Districts College Career Readiness Goals

6.B.21. Approval of Inter-local Agreement Between UT Austin and Canutillo ISD for Reimbursements to CISD for Grade 1 Math Early Intervention Program Interventionists

6.C. CURRICULUM AND INSTRUCTION

6.C.1. Recommendation of the Curriculum & Instruction Departments 2022 Program Evaluation

6.D. HUMAN RESOURCES

6.D.1. Approval of the 2022 Summer School Pay Rates

6.D.2. Approval of Revisions to CTE Stipends for the 2022-2023 School Year

7. BOARD OF TRUSTEE BUSINESS

7.A. Discussion and Recommendation of Administration to Non-Renew the Term Contract of Kenneth Cooper

Mr. Steve Blanco, legal counsel for the district, addressed the board and stated that this item was addressed appropriately. He stated that appropriate notice served via certified mail return receipt requested and hand delivered to the last known address. He continued by stating that the allotted time frame has passed and is now recommending to take final action to non renew and issue appropriate and required notice if so moved by the board.

It was motioned by Trustee **Mendoza**, seconded by Trustee **Hernandez**, and passed with three affirmative votes to approve the recommendation of Administration to Non-Renew the Term Contract of Kenneth Cooper and issue appropriate and required notice.

Yes: Coronado, Hernandez and Mendoza

No: Searls

7.B. 2023 Budget Update

Ms. Cristina Pulley and Ms. Martha Piekarski presented on this item. Ms. Pulley noted that this was only addressing the general fund and Ms. Piekarski noted that the information being presented was only an update.

Dr. G noted there is a time limit for the ESSER funds.

There was no action on this item.

### 7.C. Discussion and Possible Action Regarding the 2022-2023 Compensation Maintenance Review

Mr. Leonel Ortega, bus driver for Canutillo ISD addressed the board in regard to the current pay rate for district bus drivers. He stated that other districts have increased pay and requested that a fair pay increase be given to bus drivers. Mr. Ortega spoke on behalf of a group of bus drivers that shared the same sentiment.

Ms. Martha Carrasco, Chief Human Resources Officer presented this item, along with Luz Cadena, Consultant from TASB. Ms. Carrasco recommended a 3/2% pay increase and stated that this year is critical due to inflation along with the economic situation. She recognized that the district has other needs but expressed that she felt that the priority should be the employees this coming year. Ms. Carrasco requested guidance on how to proceed.

Trustee Hernandez commented by stating that the district cannot sacrifice teachers or staff and should go with recommendations. His opinion is to keep the talent that the district has.

Trustee Mendoza thanked Cadena for her work and agreed with Trustee Hernandez. She stated that Canutillo has always taken care of its employees and if the pay increase is doable, then the district should proceed.

Trustee Searls moved to approve a 4/3% increase. There was no second.

Trustee Searls amended her motion to a 3/2% increase. There was no second.

Trustee Coronado moved to approve a 3% increase across the board. Trustee Searls agreed and requested to amend the motion to include adjustments made by Ms. Cadena.

It was motioned by Trustee **Coronado**, seconded by Trustee **Searls**, and unanimously passed to approve the 2022-2023 Compensation Maintenance Review with a 3% increase across the board to include any adjustments made by Ms. Luz Cadena.

## 8. ADJOURNMENT

The meeting adjourned at **7:27 p.m.** under unanimous consent.

Presented to the Board of Trustees for approval on **June 28, 2022**. 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

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

## 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)*

*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

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):



## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Board Acceptance of May 2022 Donations Report

Justification Statement: Presentation for your review and acceptance of the donations report for donations received in May and additional donations reported this month, not reported previously

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

Staff Responsible: Cristina Pulley Cristina Pulley

*Signature of Requester(s)*

Cristina Pulley

*Signature of Presenter(s)*

Elizabeth B. Sida

*Business Services Approval (Initials)*

6/2/2022

*Date*

### Agenda Summary:

Financial Services Department presents the following donations report of donations received in May, 2022. This report also includes other donations that were not reported previously for August 2021, September 2021, November 2021, December 2021, and March 2021.

RECOMMENDATION: Administration recommends that the Board accept this donations report as presented

PRIOR BOARD ACTION: YES AWARDED: NA AWARDED AMOUNT: NA  
5/24/2022

AMOUNT(S): \$5,013.55

ACCOUNT NO(S): NA

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

REQUESTING DEPARTMENT:  
NA

CONSEQUENCES OF NON-APPROVAL:  
NA

IMPLEMENTATION TIMELINE:  
NA

ATTACHMENT(S): ✓ May 2022 Donations Report



## CISD Donations: June28, 2022 Board Approval

This report includes May 2022 Donations and other prior months donations that had not yet been reported

Board Approval Date: April 26, 2022							
Date	Donor Name	Address		Donation	Campus/Department	Purpose of Donation	Value
8/27/2021	Dollar Tree	6351 South Desert Blvd	El Paso, TX 79932	Various supplies; composition books, pencil pouches, glue bottles, etc	Canutillo Elementary	Parent Liaison/Parent Family Engagement	\$ 252.45
9/9/2021	Lucy P. Hernandez	7128 Third St.	Canutillo, TX 79835	A&D Sutton backpacks	Canutillo Elementary	To empower and engage Canutillo Families, students, and community to foster academic success	\$ 59.10
11/12/2021	Charlie Clark Nissan	6451 S. Desert Blvd	El Paso, TX 79932	Arcoiris Sweet Bread	Canutillo Elementary	To empower and engage Canutillo Families, students, and community to foster academic success	\$ 75.00
11/15/2021	Starbucks Coffee	7051 S. Desert Blvd	El Paso, TX 79932	Coffee & Cups for 20-25 teachers	Canutillo Elementary	To empower and engage school community to foster academic success	\$ 50.00
12/8/2021	Charlie Clark Nissan	6451 S. Desert Blvd	El Paso, TX 79932	Arcoiris Sweet Bread	Canutillo Elementary	To empower and engage Canutillo Families, students, and community to foster academic success	\$ 75.00
12/8/2021	Chick-Fil-A	6450 N. Desert Blvd	El Paso, TX 79932	Chick-Fil-A Cards	Canutillo Elementary	To empower and engage Canutillo Families, students, and community to foster academic success	\$ 300.00
3/1/2021	Emma G. Guerrero	272 Easywall #5	El Paso, TX 79932	Uniform Shirts, underwear for boys & girls, socks	Canutillo Elementary Parent Liaison, Parent Family Engagement	To empower and engage Canutillo Families, students, and community to foster academic success	\$ 200.00
5/3/2022	Aloha Fun Foods	115 Montoya	El Paso, TX 79932	Check #3232	Canutillo High School, Athletics	Track Program (Boys Track)	\$ 602.00
5/4/2022	The University of Michigan	PO Box 1248	Ana Arbor, MI 48106-1248	Check # 2248776	Canutillo High School	Purpose not noted	\$ 2,000.00
5/20/2022	Red Hawks PTO	910K E Redd Rd 210	El Paso, TX 79912-7324	Monetary donation	Reyes, Library	Donation for books and supplies	\$ 300.00
5/20/2022	Red Hawks PTO	910K E Redd Rd 210	El Paso, TX 79912-7324	Monetary donation	Reyes, Teachers & Staff	Donation for incentives or supplies for teachers and staff	\$ 1,100.00
	NO On-Line Donations for May (See attached report) period						\$ -
						<b>DONATIONS TOTAL</b>	<b>\$ 5,013.55</b>

### CISD Approved Online May 2022 Donations

Date	Item Name	Amount	Purchaser First Name	Purchaser Last Name	Address 1	Address 2	City	State	Zip
	NO ONLINE DONATIONS DURING MAY 2022								
	Total Online Donations	-							

# Board of Trustees

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

## 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)*

*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: June 1, 2022

SUBJECT: Budget Amendments for May 2022

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 342563** –This budget amendment is to re-allocate to various functions as the result of estimated 2021-2022 TRS-On Behalf expenditures. The related expenditures are offset by corresponding revenue matched by the State. This budget amendment will have a no impact on administrative cost ratio.

BUDGET ACCOUNT NUMBER	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6144.00.999.99 TRS on behalf	\$ 1,866,458	\$ 310,000	\$ 2,176,458
199.12.6144.00.999.99 TRS on behalf	\$ 34,437	\$ 15,000	\$ 49,437
199.23.6144.00.999.99 TRS on behalf	\$ 208,228	\$ (50,000)	\$ 158,228
199.31.6144.00.999.99 TRS on behalf	\$ 113,989	\$ (45,000)	\$ 68,989
199.33.6144.00.999.99 TRS on behalf	\$ 48,184	\$ 2,000	\$ 50,184
199.34.6144.00.999.99 TRS on behalf	\$ 61,075	\$ (25,000)	\$ 36,075
199.36.6144.00.999.99 TRS on behalf	\$ 39,553	\$ 85,000	\$ 124,553
199.41.6144.00.999.99 TRS on behalf	\$ 128,268	\$ 75,000	\$ 203,268
199.52.6144.00.999.99 TRS on behalf	\$ 34,012	\$ 95,000	\$ 129,012
199.53.6144.00.999.99 TRS on behalf	\$ 106,660	\$ 85,000	\$ 191,660
199.61.6144.00.999.99 TRS on behalf	\$ 1,670	\$ 3,000	\$ 4,670
199.00.5831.00.000.00 TRS on behalf payments	\$(2,900,000)	\$ (550,000)	\$(3,450,000)

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7965 Artcraft Rd.  
El Paso, TX 79932

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P.O. Box 100  
Canutillo, TX 79835

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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).

**BJE 342579** – This budget amendment will allocate from the Maintenance Tax Notes restricted fund balance to Function 11 – Instruction, Function 13 – Curriculum Development and Function 53 – Data Processing for the completion of projects related to connectivity funded with Maintenance Tax Notes proceeds. The budget amendment will have a positive impact on the administrative cost ration

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6398.91.999.11	Controlled Assets - Technology	\$ 105,165	\$ 36,200	\$ 141,365
199.13.6299.91.999.99	Misc. Contracted Services	\$ 0	\$ 30,000	\$ 30,000
199.53.6636.91.999.99	Equipment/Software> \$5000	\$ 0	\$ 150,000	\$ 150,000
199.00.3450.00.000.00	Restricted Fund Balance	\$ 3,434,606	\$ (216,200)	\$ 3,218,406

**BJE 342578** – This budget amendment will reallocate funds to Function 11 – Instruction from Function 81 -Facilities Acquisition/Construction to cover deficit balance from identified budget savings. This budget amendment will have a positive impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6119.99.999.11	Salaries	\$ 0	\$ 275,000	\$ 275,000
199.81.6629.00.999.99	Bldg Purchase/ Construction/ Improvement	\$ 2,115,789	\$ (275,000)	\$ 1,840,789

**BJE 342577** – This budget amendment will reallocate funds to Function 71 – Debt Services from Function 81 – Facilities Acquisition/Construction to cover reclassification of operating lease payments to principal and interest debt payments in compliance with GASB 87. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.71.6519.00.999.99	Debt Principal	\$ 1,025,771	\$ 340,000	\$ 1,365,771
199.81.6629.00.999.99	Bldg Purchase/ Construction/ Improvement	\$ 1,840,789	\$ (340,000)	\$ 1,500,789

# Board of Trustees

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

## 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)*

*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

From: Cristina Pulley, Director of Financial Services

Date: June 15, 2022

Subject: Approval of Investment Resolution and Investment Policy

The Board of Trustees is required to review and approve the resolution related to District investments annually:

#### **Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers**

Texas Government Code 2256.008(a), as amended, requires the investment officer of the District to attend an investment training session not less than once in a two-year period and receive no less than eight hours of instruction relating from an independent source approved by the Board of Trustees. District Policy CDA (LOCAL) also requires the Superintendent or other person(s) designated by Board Resolution to serve as the investment officer of the District.

The resolution names the Chief Business Officer, Director of Financial Services, and Accountant(s) as the District's Investment Officers. The resolution also includes approval of the following independent sources for investment officer training.

- Texas Association of School Boards
- Texas Association of School Business Officials
- Texas Association of School Administrators
- Texas Municipal League
- Texas Class
- Center for Public Management

In addition, the governing body of the entity shall, at least annually, review, revise and adopt a list of investment sources or qualified brokers that are authorized to engage in investment transactions with the district. All investment sources are licensed to sell in Texas and meet all legal requirements and policies to sell to the district. The listed investment sources below are recommended.

- LOGIC
- First Public – Lonestar
- Texas CLASS-MBIA
- Texpool
- TexSTAR
- Texas Term & Daily
- BBVA Compass Bank
- Wells Fargo Security

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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).

Lastly, the Board of Trustees is required to review and approve the CISD Investment Policy CDA annually. Attached you will find a copy of CDA Policy-Investments (Local & Legal) and the resolution listed above.

If you have any additional questions or concerns, feel free to contact me at your discretion, at 877-7425 or at [cpulley@canutillo-isd.org](mailto:cpulley@canutillo-isd.org).

Attachments

**RESOLUTION APPROVING INDEPENDENT SOURCES FOR INVESTMENT TRAINING AND DESIGNATION OF  
INVESTMENT OFFICERS  
FOR THE CANUTILLO INDEPENDENT SCHOOL DISTRICT**

**WHEREAS**, Canutillo Independent School District (“District”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

**WHEREAS**, the Investment Policy CDA (LOCAL) states the superintendent or other person as designated by Board resolution shall serve as the investment officer of the District; and

**WHEREAS**, the Texas Association of School Boards (“TASB”), the Texas Association of School Administrators (“TASA”), and the Texas Association of School Business Officials (“TASBO”), Texas Class, Texas Municipal League (TML), and Center for Public Management are independent sources that provide investment training sessions relating to investment responsibilities; and

**WHEREAS**, the Board of Trustees of the Canutillo Independent School District wishes to approve these independent sources of instruction to provide investment training sessions required by Texas Government Code Section 2256.008(a):

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

That the Texas Association of School Boards, the Texas Association of School Business Officials, and Texas Association of School Administrators, Texas Class, Texas Municipal League, and Center for Public Management are hereby approved as independent sources of instruction relating to investment responsibilities for the investment officers of this District, as required by Section 2256.008(a), Texas Government Code, as amended.

And that the Chief Business Officer, Director of Finance, and Accountant(s) shall serve as the District’s Investment Officers.

Passed and approved this 28th day of June, 2022.

**CANUTILLO INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_  
Sergio Coronado, Board President

Attest:

\_\_\_\_\_  
Patsy Mendoza, Board Secretary

**RESOLUTION OF THE BOARD REGARDING REVIEW OF THE INVESTMENT PROGRAM**

**WHEREAS**, Section 2256.005(e) of the Public Funds Investment Act (Texas Government Code Chapter 2256) (the “Act”) requires the Board of Trustees of Canutillo Independent School District (District) to (a) review the District’s investment policy and investment strategies set forth in CDA(LOCAL) not less than annually and (b) adopt this resolution reflecting the Board’s review and recording any changes made to the investment policy or strategies;

**WHEREAS**, the District’s investment policy for fiscal year 2022-2023 has been presented to the Board for its consideration and approval, as required by the Act; and

**WHEREAS**, the District’s investment policy for fiscal year 2022-2023 includes no changes from the District’s investment policy for fiscal year 2021-2022.

**WHEREAS** Government Code 2256.025 requires the Board or a designated investment committee to, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the District.

**NOW THEREFORE BE IT RESOLVED** that the Board of Trustees of Canutillo Independent School District has reviewed the District’s investment policy, and hereby adopts the policy for fiscal year 2022-2023 in compliance with the Act.

**BE IT FURTHER RESOLVED** that, after review of the District’s qualified brokers, the Board of Trustees of Canutillo Independent School District adopts the following list of qualified brokers for fiscal year 2022-2023:

- LOGIC
- First Public – Lonestar
- Texas CLASS-MBIA
- Texpool
- TexSTAR
- Texas Term & Daily
- BBVA Compass Bank
- Wells Fargo Security

Adopted this 28th day of June, 2022 by the Board of Trustees.

**CANUTILLO INDEPENDENT SCHOOL DISTRICT**

By \_\_\_\_\_  
Sergio Coronado, Board President

Attest:

\_\_\_\_\_  
Patsy Mendoza, Board Secretary

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All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

**Definitions**

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group.  <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for:  <ol style="list-style-type: none"><li>1. Bonds or other indebtedness issued by a district;</li><li>2. Obligations under a lease, installment sale, or other agreement of a district; or</li><li>3. Certificates of participation in a debt or obligation described by item 1 or 2.</li></ol> <i>Gov't Code 2256.0208(a)</i>
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>
Hedging	"Hedging" means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering

into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

*Eligible Entity*

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

*Eligible Project*

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

*Gov’t Code 2256.0207(a)*

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

**Written Policies**

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;
3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;

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CDA  
(LEGAL)

4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

*Gov't Code 2256.005(a), (b)*

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment  
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

*Gov't Code 2256.005(d)*

Investment Officer

A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent

with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. *Gov't Code 2256.005(f)*

A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code, Chapter 2256. *Gov't Code 2256.003(c)*

Investment Training Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. *Gov't Code 2256.008(c)*

*Initial* Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least ten hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. *Gov't Code 2256.008(a)*

*Ongoing* The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

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1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

*Gov't Code 2256.008(g)*

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

*Gov't Code 2256.006*

*Personal Interest*

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

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1. The investment officer owns ten percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed ten percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

*Gov't Code 2256.005(i)*

*Quarterly Reports*

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
  - a. Beginning market value for the reporting period;
  - b. Ending market value for the period; and
  - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and
7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

*Gov't Code 2256.023*

**Selection of Broker**

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

*Gov't Code 2256.025*

**Bond Proceeds**

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

*Gov't Code 2256.0208(b)*

**Authorized Investments**

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution. *Gov't Code 2256.003(b)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Obligations of  
Governmental  
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;

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2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;
7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
  - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
  - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
  - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
  - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the de-

pository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

*Gov't Code 2256.009(a)*

*Unauthorized  
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than ten years; and
4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

*Gov't Code 2256.009(b)*

*Certificates of  
Deposit and Share  
Certificates*

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

*Gov't Code 2256.010(a)*

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

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(LEGAL)

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

*Gov't Code 2256.010(b)*

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase  
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

*Gov't Code 2256.011*

Securities Lending  
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;
2. A loan allows for termination at any time;
3. A loan is secured by:
  - a. Pledged securities described at Obligations of Governmental Entities, above;
  - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
  - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

*Gov't Code 2256.0115*

OTHER REVENUES  
INVESTMENTS

CDA  
(LEGAL)

Banker's  
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least on nationally recognized credit rating agency.

*Gov't Code 2256.012*

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

*Gov't Code 2256.013*

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

*Gov't Code 2256.014(a)*

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
  - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
  - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

*Gov't Code 2256.014(b)*

*Limitations*

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds ten percent of the total assets of the mutual fund.

*Gov't Code 2256.014(c)*

Guaranteed  
Investment  
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;
4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

*Gov't Code 2256.015*

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

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(LEGAL)

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

*Gov't Code 2256.0204*

Hedging  
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts,

and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.
2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

*Gov't Code 2256.0206*

Prohibited  
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

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**Note:** As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

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Loss of Required  
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of  
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
  - a. Is dependent on an analysis of the makeup of the district's entire portfolio;
  - b. Requires an interpretation of subjective investment standards; or
  - c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

*Gov't Code 2256.005(k)-(l)*

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business  
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

*Gov't Code 2256.005(k)*

**Donations**

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act),

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(LEGAL)

unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds  
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

**Investment Authority**

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

**Approved  
Investment  
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

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

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month

period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Funds/Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

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(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
<b>Safekeeping and Custody</b>	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
<b>Sellers of Investments</b>	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA).</p>
<b>Soliciting Bids for CDs</b>	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
<b>Interest Rate Risk</b>	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>
<b>Internal Controls</b>	A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to

protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

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

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

# Board of Trustees

Meeting Date: 6/28/2022

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

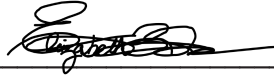
Purpose of Agenda Item:

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):





## **MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (the “**Agreement**”) is entered into by and between those certain government agencies that execute a Management Services Agreement (“**Lead Agencies**”) with Equalis Group LLC (“**Equalis Group**”) to be appended and made a part hereof and such other public agencies, non-profit organizations, and businesses (each a “**Purchasing Group Member**”) who register to participate in the cooperative purchasing programs administered by Equalis Group and its affiliates and subsidiaries (collectively, “**Equalis Group Purchasing Program**”) by either registering on an Equalis Group Purchasing Program website (such as [www.equalisgroup.org](http://www.equalisgroup.org)) or by executing a copy of this Agreement.

### **RECITALS**

**WHEREAS**, after a competitive solicitation and selection process conducted by Lead Agencies, Lead Agencies enter into master agreements (“**Master Agreements**”) with awarded suppliers to provide a variety of goods, products, and services (“**Products**”) to the applicable Lead Agency and Purchasing Group Members;

**WHEREAS**, Master Agreements are made available to Purchasing Group Members by Lead Agencies through the Equalis Group Purchasing Program and provide that Purchasing Group Members may voluntarily purchase Products on the same terms, conditions, and pricing as the Lead Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the Equalis Group Purchasing Program may from time to time offer Purchasing Group Members the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein and of the mutual benefits to result, the parties hereto agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The procurement of Products by Purchasing Group Member party to this Agreement shall be conducted in accordance with and subject to the relevant federal, state, and local statutes, ordinances, rules, and regulations that govern Purchasing Group Member’s procurement practices.
3. The cooperative use of Master Agreements and other group purchasing agreements shall be conducted in accordance with the terms and conditions of such agreements, except as modification of those terms and conditions is otherwise allowed or required by applicable federal, state, or local law.
4. The Lead Agencies will make available, upon reasonable request and subject to convenience, information about Master Agreements which may assist in facilitating and improving the procurement of Products by the Purchasing Group Member.
5. Purchasing Group Member agrees that Equalis Group Purchasing Program may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling Purchasing Group Member in another GPO’s purchasing program; provided that the purchase of Products shall be at Purchasing Group Member’s sole discretion.
6. Purchasing Group Member shall make timely payments to the distributor, manufacturer, or other vendor (each a “**Supplier**”) for Products procured and received through any Master Agreement or GPO group purchasing agreement (each an “**Equalis Agreement**”) in accordance with the terms and conditions of this Agreement and of the Equalis Agreement, as applicable.
7. Purchasing Group Member acknowledges and agrees that Equalis Group may receive fees (“**Administrative Fees**”) from Suppliers, which are typically calculated as a percentage of the dollar value of purchases made by Purchasing Group Member under an Equalis Agreement. Equalis Group’s standard Administrative Fees are two percent (2%) or less. Equalis Group shall provide Purchasing Group Member with access to a listing of Equalis Agreements that provide for the payment to Equalis of



Administrative Fee in excess of three percent (3%). Additionally, Equalis Group shall provide Purchasing Group Member with access to an annual report listing Purchasing Group Member's purchases of Products through Equalis Agreements and the associated Administrative Fees received by Equalis Group.

8. Purchasing Group Member agrees that Products purchased under Equalis Agreements are for Purchasing Group Member's own use in the conduct of its business, and in no event shall Purchasing Group Member sell, resell, lease, or otherwise transfer goods purchased through Equalis Agreements to an unrelated third party unless expressly permitted by the terms of the applicable Equalis Agreement.
9. Payment for Products and inspections and acceptance of Products ordered by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member. Disputes between Purchasing Group Member and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by Purchasing Group Member and the Supplier. The exercise of any rights or remedies by Purchasing Group Member shall be the exclusive obligation of Purchasing Group Member.
10. Purchasing Group Member shall not use this Agreement or the terms and conditions of any Equalis Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
11. Purchasing Group Member shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a party procuring Products under this Agreement. To the extent permitted by law, the party procuring Products shall hold any non-procuring party harmless from any liability that may arise from action or inaction of the party procuring Products. Without limiting the generality of the foregoing, Equalis Group Purchasing Program makes no representations or warranties regarding any Product or Equalis Agreement and shall have no liability for any act or omission by a Supplier or other party under an Equalis Agreement.
12. This Agreement shall remain in effect unless terminated by one party giving thirty (30) days' written notice to the other party. The provisions of **Sections 5, 6, 7, 8, and 9** hereof shall survive any such termination.
13. If any term or provision of this Agreement is held invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
14. This Agreement and the rights and obligations hereunder may not be assignable by either party hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Purchasing Group Member and Equalis Group may assign their respective rights and obligations under this Agreement without the consent of the other party in the event either Purchasing Group Member or Equalis Group shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sell to, or transfer all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this **Section 14** will be null and void.
15. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.
16. Equalis shall not be liable to Purchasing Group for any action, or failure to take action, of a Supplier in connection with the performance of Supplier's obligations under an Equalis Agreement.
17. Each party to this Agreement acknowledges it has read the Agreement and represents and warrants that it has the necessary legal authority and is legally authorized to execute and enter into this Agreement.
18. This Agreement shall take effect upon Purchasing Group Member (i) executing a copy of this Agreement, or (ii) registering on an Equalis Group Purchasing Program website.



The easiest way to complete this form is to visit: [www.equalisgroup.org/member-registration](http://www.equalisgroup.org/member-registration). You may also fill out this form electronically, print and sign it, then scan and email the fully completed document to [membership@equalisgroup.org](mailto:membership@equalisgroup.org).

Agency Information			
Agency Name:			
Agency Type:			
Agency Department:			
Street Address:			
City / St / Zip:			
Phone #:			
Federal Tax ID:			
Website URL:			

Primary Contact Information	
Name:	
Title:	
Phone #:	
Email:	
Which contract(s) are you interested in?:	

**IN WITNESS WHEREOF**, I hereby acknowledge, on behalf of \_\_\_\_\_, that I have read and agreed to the general terms and conditions set forth in the Equalis Group Master Intergovernmental Purchasing Agreement.

Authorized Signator	
Name:	
Title:	
Date:	

Signed: \_\_\_\_\_

# Board of Trustees

Meeting Date: 6/28/2022

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approve purchases to complete E-Rate project solution for District, utilizing DIR-TSO-4167 Cooperative, in the amount of \$166,480.66.

Justification Statement: In accordance to modernization schedules we are replacing hardware, switches and access points, from 2015 that is beginning to cause failure concerns. We have exhausted the 1 million dollars in E-Rate funding to modernize secondary campuses. However, utilizing reduced E-Rate pricing we are purchasing additional hardware at discount price.

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

Staff Responsible: \_\_\_\_\_  
*[Signature]*  
Signature of Requester(s)  
\_\_\_\_\_  
*[Signature]*  
Signature of Presenter(s)  
  
Elizabeth B. Sida *[Signature]* \_\_\_\_\_  
Business Services Approval (Initials) Date 6/14/22

### Agenda Summary:

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

During last month's board meeting the E-Rate category purchase of \$986,000.00 was approved to modernize secondary campuses. This however does not cover the entirety of the cost needed to complete the project we need additional parts that we can purchase at the same discounted E-Rate price. The purchase attached to this item is to purchase additional switches and access points for CISD. The E-Rate procurement followed district guidelines to select the best pricing for items. The request is to purchase items at that price.

RECOMMENDATION: Administration recommends the approval to purchase additional hardware to continue modernization schedule of \$165,480.66 utilizing allotted ESSER funds to IT Department.

PRIOR BOARD ACTION: Yes AWARDED: 3-22-22 AWARDED AMOUNT: \$986,353.65

AMOUNT(S): \$166,480.66

ACCOUNT NO(S): 282.53.6299.96.728.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)  
Cooperative Texas DIR-TSO-4167

REQUESTING DEPARTMENT:  
Information Technology Services

CONSEQUENCES OF NON-APPROVAL:  
This will affect completion of E-Rate project and modernization schedule

IMPLEMENTATION TIMELINE:  
Immediately upon approval

ATTACHMENT(S):  Vendor Quote



Advanced Network Management, Inc  
 4001 Jefferson Plaza NE  
 Albuquerque, NM 87109

Matt Elliott

matt.elliott@anm.com

Quote #: QT-000047259

Canutillo Independent School District  
 7965 Artcraft  
 El Paso, TX 79932  
 Contract Number: DIR-TSO-4167  
 Oscar Rico

orico@canutillo-isd.org

Canutillo ISD - Canutillo - Central Office POC HW ONLY

Part Number	Description	Start Date	End Date	Term(M)	Qty	Price	June 03, 2022	
							Extended Price	
MS425-16-HW	Meraki MS425-16 L3 Cld-Mngd 16x 10G SFP+ Switch				2	\$ 7,233.58	\$ 14,467.16	
MS355-48X-HW	Meraki MS355-L3 Stck Cld-Mngd 48GE, 16xmG UPOE Switch				13	\$ 8,234.72	\$ 107,051.36	
MR44-HW	Meraki MR44 WiFi 6 Indoor AP				13	\$ 568.97	\$ 7,396.61	
MA-CBL-100G-3M	Meraki 100GbE QSFP Cable, 3 Meter				1	\$ 304.34	\$ 304.34	
MA-CBL-40G-50CM	Meraki 40GbE QSFP Cable, 0.5 Meter				2	\$ 50.72	\$ 101.44	
MA-CBL-100G-50CM	Meraki 100GbE QSFP Cable, 0.5 Meter				7	\$ 304.34	\$ 2,130.38	
MA-PWR-CORD-US	Meraki AC Power Cord for MX and MS (US Plug)				15	\$ 10.94	\$ 164.10	
MA-SFP-10GB-SR	Meraki 10G Base SR Multi-Mode				22	\$ 459.02	\$ 10,098.44	
LIC-MS425-16-5YR	Meraki MS425-16 Enterprise License and Support, 5YR			60	2	\$ 1,137.77	\$ 2,275.54	
LIC-ENT-5YR	Meraki MR Enterprise License, 5YR			60	13	\$ 196.66	\$ 2,556.58	
LIC-MS355-48X-5YR	Meraki MS355-48X Enterprise License and Support, 5 Year			60	13	\$ 1,321.97	\$ 17,185.61	
MA-SFP-10GB-SR	Meraki 10G Base SR Multi-Mode				4	\$ 459.02	\$ 1,836.08	
MA-CBL-100G-50CM	Meraki 100GbE QSFP Cable, 0.5 Meter				3	\$ 304.34	\$ 913.02	

Sub-Total	\$ 166,480.66
Estimated Taxes	\$ -
Shipping Costs	\$ -
<b>Grand Total</b>	<b>\$ 166,480.66</b>

ANM will honor the prices in this quote for 30 days subject to increases, if any, imposed during that period by third party suppliers. Original Equipment Manufacturer (OEM) products, software and services are non-cancelable and non-returnable, unless approved by the OEM.

**Terms and conditions**

ANM reserves the right to cancel quotes and/or orders in the event of pricing or other errors.  
 Taxes are estimated and will be invoiced based on actuals. NTTC required for non-taxable sales.  
 Additional handling and other fees may apply.  
 Expedited shipping is subject to an additional charge.  
 Quote is subject to the attached ANM Terms and Conditions. All software and/or hardware is subject to manufacturer terms and conditions.  
 Subscription fees are non-refundable and payment obligations are non-cancelable and non-negotiable, except where prohibited by law.

By signing below, I represent that I am permitted to sign for the above-named entity and hereby authorize ANM to order products and/or perform services in accordance with the terms and conditions of this quote.

Customer Signature \_\_\_\_\_ Date \_\_\_\_\_

Customer Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_



# anm<sup>o</sup>

## Terms and Conditions

These Terms and Conditions ("Agreement") apply to hardware and software (collectively, "Products") that you ("Customer") purchase from Advanced Network Management, Inc. or its affiliates (collectively, "ANM"). Products are manufactured by third-party vendors ("Manufacturers") and may be subject to additional terms which are available at <https://anm.com/eulas-and-product-warranties/> ("Manufacturer's Terms") and incorporated into this Agreement by reference. Customer accepts this Agreement unless it has a separate signed agreement in which case that separate agreement will take precedence with the exception of the Manufacturer's Terms.

- 1. ORDERS.** Customer may purchase Products from ANM by signing an ANM-provided quote ("Quote"), issuing a purchase order in response to a Quote, or as otherwise agreed by ANM in writing (collectively, "Orders").
- 2. TERM.** If Products are provided on a subscription basis, ANM shall provide them from the initial date and for the period listed in the Order ("Initial Term"). Products subject to a term that exceeds 12-months (e.g. 3-year subscription) ("Multi-Year Subscriptions") are non-cancelable and non-refundable unless Customer is a government entity subject to non-appropriation of funds. ANM reserves discretion to divide the payment for a Multi-Year Subscription into several payments as a convenience for Customer. Following the Initial Term, the Products will automatically renew for a term equivalent in length to the then-expiring term ("Renewal Term") unless notice is provided to ANM at least 30 days prior to the end of the current term. Any Customer that is a government entity subject to non-appropriation of funds may terminate Products that are subject to a Renewal Term by providing ANM notice at any time prior to the start of the Renewal Term.
- 3. PRICE.** Prices provided on a Quote are subject to change without notice. Applicable taxes will be added to all prices unless a proper tax exemption certificate is provided to ANM at the time an Order is placed.
- 4. PAYMENT.** Payment is due 30 days from invoice date unless ANM expressly agrees otherwise in writing. Customer agrees to pay to ANM all costs and expenses incurred by ANM with respect to recovering any undisputed amount owed to it under this Agreement including, but not limited to, reasonable attorneys' fees and costs.
- 5. SHIPPING.** ANM has sole discretion in selecting a carrier for orders. If Customer requests expedited shipping, then it agrees that ANM is authorized to upgrade the shipping and may bill Customer for all additional shipping charges. Risk of loss or damage to Products will pass upon ANM's surrender of the Products to the transportation provider (F.O.B. Shipping Point). ANM is not liable for any delays in delivery or for partial or early deliveries. Transportation charges will be in accordance with ANM's shipping policy at the time of shipment. Claims for Product damage or loss in transit on shipments made by a common carrier must be made by the Customer to the common carrier and in accordance with the terms of the common carrier. For deliveries made by ANM personnel, claims for shortages or damages to Products must be made to ANM within five (5) days of the delivery date. If Customer fails to notify ANM within the five (5) day period, the Products will be deemed accepted.
- 6. PRODUCT RETURNS; RMA.** Products are non-returnable and the prices and fees associated therewith will be non-refundable except as permitted in this Section. Customer may return erroneously shipped Products or Products that the Manufacturer authorizes for return through its Return Merchandise Authorization process ("RMA"). Products damaged after shipment may not be returned. Customer is responsible for complying with all Manufacturer return requirements and Customer agrees that any return may be subject to an ANM restocking fee plus shipping costs which it authorizes ANM to offset against any amounts to be credited to Customer's ANM account. If Customer has not yet paid for the Product(s), ANM may invoice Customer for the restocking fee.
- 7. SECURITY INTEREST.** Customer agrees that ANM shall have a purchase money security interest in all Products supplied to Customer by ANM under this Agreement until all payments due ANM for said Products are paid in full. ANM shall have the right to file in any state or local jurisdiction such financing statements as ANM deems necessary to perfect its purchase money security interest hereunder. Upon request by ANM, Customer hereby agrees to execute all documents necessary to secure ANM's purchase money security interest. Customer also agrees that this Agreement may be filed by ANM in any state or local jurisdiction as a financing statement (or as other evidence of ANM's purchase money security interest).
- 8. WARRANTIES.** Customer represents and warrants that: (a) employees and agents placing orders on its behalf are duly authorized to commit Customer; (b) it will comply with the applicable Manufacturer's terms and conditions; and (c) it will comply with applicable laws and regulations (including those pertaining to export control) related to its receipt and use of the Products. Product warranties (if any) are provided by the Manufacturer. To the extent authorized, ANM shall pass through to Customer any transferable Product warranties and indemnifications which shall be Customer's sole and exclusive remedy relating to the Products. WITH THE EXCEPTION OF THE FOREGOING, ANM DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- 9. INDEMNIFICATION.** Unless prohibited by law, customer will indemnify, hold harmless, and defend ANM and its affiliates, its officers, directors, employees, successors, and assigns from and against any and all damages, costs, and expenses (including reasonable attorneys' fees, expenses, and costs) incurred in connection with any third party claims, demands, suits, or proceedings relating to this Agreement.
- 10. LIMITATION OF LIABILITY.** THE ONLY LIABILITY ANM WILL HAVE WITH RESPECT TO PRODUCTS PROVIDED UNDER THIS AGREEMENT WILL BE THE PRODUCT RETURN RIGHTS DESCRIBED HEREIN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF WHAT CAUSE OF ACTION (INCLUDING NEGLIGENCE) OR CLAIM FOR RELIEF IS ASSERTED, IN NO EVENT WILL EITHER PARTY OR ITS OFFICERS, DIRECTORS, EMPLOYEES, SUCCESSORS, ASSIGNS, OR AFFILIATES BE LIABLE TO THE OTHER PARTY OR ANY OTHER PERSON FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES.
- 11. DISPUTES.** The enforcement and interpretation of, and all claims or disputes arising out of or related to this Agreement shall be governed by the procedural and substantive laws of the State of New Mexico, including its statute of limitations, without regard to conflict of laws principles that would cause the application of another jurisdiction's laws to apply. If a dispute arises out of or relates to this Agreement, or the performance or breach thereof, the parties agree first to try in good faith to settle the dispute by negotiation before proceeding to litigation.
- 12. NOTICES.** Any notice, demand, or request required or permitted to be given under this Agreement must be in writing and sent to the parties at the addresses set forth below via hand delivery, overnight courier, or certified or registered U.S. mail. Notices are effective upon receipt. Customer notices shall be sent to the most recent billing address on file with ANM. ANM notices shall be sent to: Advanced Network Management, Inc., ATTN: In-House Counsel, 304 Inverness Way S, Suite 400, Englewood, CO 80112.
- 13. SEVERABILITY.** Any provision in this Agreement that is held by a court of competent jurisdiction to be unenforceable shall be modified by said court and interpreted to best accomplish the original provision to the fullest extent permitted by law. The remaining provisions of this Agreement shall remain in effect.
- 14. ENTIRE AGREEMENT.** This Agreement, together with any Order, constitutes the entire agreement, and supersedes any and all prior agreements between the parties with regard to the subject matter hereof. Issuance of a purchase order responsive to a Quote shall constitute an agreement to this Agreement. Any boilerplate terms included on any such purchase order are expressly rejected and are not part of this Agreement unless prohibited by law.

# Board of Trustees

Meeting Date: 6/28/2022

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discuss recommendation to approve subscription renewal with Frontline Education system providing TEAMS information Systems maintenance and support, Utilizing Allied States Cooperative, Region 19 contract 17-7247 in the amount of \$138,398.08

Justification Statement: This purchase will support TEAMS maintenance for information systems and interface products for the 2022-2023 school year.

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

Staff Responsible: Dr. Oscar Rico  
*Signature of Requester(s)*

Dr. Oscar Rico  
*Signature of Presenter(s)*

Elizabeth B. Sida 6/14/2022  
*Business Services Approval (Initials)* *Date*

### Agenda Summary:

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

TEAMS system maintenance and support renewal through Frontline Education to support the 2022-2023 school year.  
Systems to be supported: TEAMS Business Information, Student Information, Human Resources, IT Technical Staff Training/Support, and Third party applications.

Administration recommends the approval to renew subscription with Frontline Education in the amount of \$138,398.08

### RECOMMENDATION:

PRIOR BOARD ACTION: YES      AWARDED: 8/24/21      AWARDED AMOUNT: \$131,183.02

AMOUNT(S): \$138,398.08

ACCOUNT NO(S): 199.53.6299.94.728.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)  
ESC Region 19 Allied States Cooperative #17-7247

REQUESTING DEPARTMENT:  
Information Technology Services

CONSEQUENCES OF NON-APPROVAL:  
This will affect district wide operations.

IMPLEMENTATION TIMELINE:  
Immediately upon approval

ATTACHMENT(S): \* Vendor Quote  
Allied States Coop, Region 19 Award Summary



# Frontline Education Renewal Notice

Attn: Canutillo Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

Below you will find information about the renewal of your subscription(s) that renew on 9/01/2022. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager

Description	Start Date	End Date	Qty	Rate	Amount
Frontline Student Information Systems, unlimited usage for internal employees	9/01/2022	8/31/2023	1	\$44,246.95	\$44,246.95
Frontline Disaster Recovery	9/01/2022	8/31/2023	1	\$615.22	\$615.22
Frontline ERP, unlimited usage for internal employees	9/01/2022	8/31/2023	1	\$66,370.45	\$66,370.45
Frontline Managed Security Services	9/01/2022	8/31/2023	1	\$27,165.46	\$27,165.46
<b>Total</b>					<b>\$138,398.08</b>

**Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.**

Need assistance? You can reach us by calling Angela Denning at 484-328-4482 or by emailing us at [renewals@frontlineed.com](mailto:renewals@frontlineed.com).



Laura Hughes  
Director, Client Retention and Renewals

**EDUCATION SERVICE CENTER REGION 19 ALLIED STATES COOPERATIVE**  
**RFP AWARD SUMMARY**

**RFP TITLE:** Student and Finance Systems - ESC Region 19 Allied States Cooperative  
**RFP NUMBER:** 17-7247  
**RFP OPENING DATE:** June 20, 2017  
**CONTRACT TERM:** Date of award until July 31, 2021 with the option to extend in one year increments annually for an additional three (3) years if agreed to by ASC and Vendor  
**(Extended by Region 19 until July 31, 2022)**  
**(Extended by Region 19 until July 31, 2023)**

**FUNDING SOURCE:** Various  
**RFP's ISSUED:** 56  
**RESPONSES:** 4  
**ADVERTISEMENT DATES:** El Paso Times: May 10, 2017 & May 17, 2017  
Washington Post: May 10, 2017 & May 17, 2017  
**BOARD MEETING DATE:** July 20, 2017

**RECOMMENDED FOR AWARD** **Focus School Software**  
~~**Prologic Technology Systems**~~  
**Frontline Technologies Group, LLC dba Frontline Education \*(as of 8/9/18)**  
**Skyward, Inc.**

**TOTAL (estimated)** \$16,000,000.00 / year

**EXPLANATIONS:**

Award of this contract will enable ESC Region 19 Allied States Cooperative members and its various programs to establish a contract with vendor(s) for student and Finance Systems for those procurements that must comply with the new Federal EDGAR requirements when federal funds are being utilized. The evaluation committee utilized a point system with weight factors of 30% feature/functions, 30% references, 20% support service, ease of use/implementation, ability to interface/integrate and ability to expand system, 20% pricing. Tyler Technologies, Inc. was not awarded a contract as they took exceptions to our Administrative Fee and reference responses did meet requirements. The awarded vendor's price list and link can be accessed on this award summary under the price list link.

**SPECIFICATIONS PROVIDED BY:** Royce Cleveland - ESC Region 19

**EVALUATION COMMITTEE:** Royce Cleveland - ESC Region 19  
Rebecca Hernandez – ESC Region 19  
Debra Oropeza - ESC Region 19

**SPECIAL CONDITIONS:**

1. Vendor must provide a list of current available modules as well as modules under development. Modules under development must be noted as not currently available and have an expected launch date listed.
2. Vendor must offer at a minimum the following modules: Student Management, Educator Gradebook, Graduation Requirement, Food Service, Fee Tracking, PEIMS, Family Access & Interface, Student Professional Development, New Student Enrollment, Response to Intervention, Crystal Business Intelligence Maintenance & Reporting, Secure Cloud Services, Ports & Connectivity, ERP and Total District Reporting.
3. Vendor should provide a comprehensive price matrix that details products and services offered allowing users to easily access accurate pricing.
4. This bid will have a discount from manufactures suggested retail pricing which in some instances changes routinely due to current market conditions and cost of goods sold. The discount will apply from the current MSRP.
5. Any vendor wishing to be considered for award of a particular company must either keep all accounts current with the latest hard copy of the manufacturers pricing or maintain a web site with PDF files of the current pricing. Failure to maintain current price lists throughout the contract period will be grounds for immediate termination of the contract.
6. Awarded vendors must provide onsite service and installation when the Region 19 Purchasing Cooperative members states services are required in house.

**Contact Information:**

**Focus School Software**

Steven Harnois / Jason Warner

475 Central Ave., Suite 400

St. Petersburg, Florida 33701

P: 727-388-7004

F: 727-213-6999

[steven@focusschoolsoftware.com](mailto:steven@focusschoolsoftware.com) / [jasonw@focusschoolsoftware.com](mailto:jasonw@focusschoolsoftware.com)

[www.focusschoolsoftware.com](http://www.focusschoolsoftware.com)

**States Covered:** California, Florida, New Jersey, Texas

**Services Provided:** Student and Finance Systems, Implementation Services, and Annual Maintenance and Support Services

**[Price Link](#)**

**Contact Information:**

**~~Prologic Technology Systems, Inc.~~**

**Frontline Technologies Group, LLC dba Frontline Education <sup>\*(as of 8/9/18)</sup> <sup>\*updated as of 03/09/2020</sup>**

~~Scott Crouch (Frontline) <sup>\*updated 10/1/18</sup>~~

~~Jeff Pepper~~

~~10801 1 North Mopac Expressway, Ste. 120~~

~~Austin, Texas 78759~~

~~P: 512-328-9496~~

~~F: 512-342-1705~~

~~[jeffpepper@ptsteams.com](mailto:jeffpepper@ptsteams.com) / [cwilliams@ptsteams.com](mailto:cwilliams@ptsteams.com)~~

~~<http://teams.solutions>~~

~~Frank Tait Betty Marmolejo Kathy Warnock~~

~~1400 Atwater Dr.~~

~~Malvern, PA 19355~~

~~P: 610-722-9745 (484) 328-4067 (484) 328-4021~~

~~[billing@frontlineed.com](mailto:billing@frontlineed.com) [ftait@FrontlineEd.com](mailto:ftait@FrontlineEd.com) [bmarmolejo@frontlineed.com](mailto:bmarmolejo@frontlineed.com) [kwarnock@frontlineed.com](mailto:kwarnock@frontlineed.com)~~

**States Covered:** All States

**Services Provided:** ~~Finance, Human Resource and student Software Solutions~~ Solutions for financial management, proactive recruiting and hiring, absence and time, professional growth, student information systems, special education, school health management, payroll, medicaid and benefits.

**Contact ASC for Pricing** <sup>\*updated 3/26/18, 1/17/19, 6/30/2020, 10/5/2020, 2/15/2021, 3/1/2021, 3/26/21</sup>

**Skyward, Inc.**

Dave Ilkka

2601 Skyward Drive

Stevens Point, Wisconsin 54482

P: 800-236-7274

F: 715-341-1370

[www.skyward.com](http://www.skyward.com)

[davei@skyward.com](mailto:davei@skyward.com)

**States Covered:** Florida, New Mexico, and Texas

**Services Provided:** Student Information, Budgeting, Payroll and Reporting Solutions

**[Price Link](#)**

**Approved by:** \_\_\_\_\_

Armando Aguirre- Executive Director  
Dr. Armando Aguirre- Executive Director  
Dr. Armando Aguirre- Executive Director

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

(July 27, 2017)  
(March 25, 2021)  
(April 26, 2022)

# Board of Trustees

## Executive Summary of Board Agenda Item

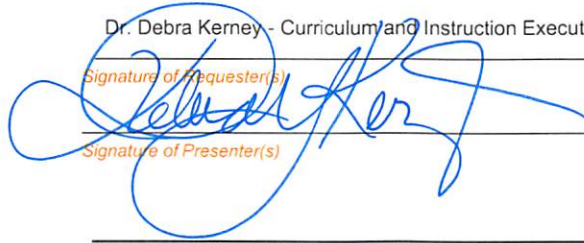
Meeting Date: June 28, 2022

Subject/Title for Agenda Posting: Cooperating Program Agreement and Data Sharing Agreement 22-23 OnRamps dual Enrollment Program through UT Austin

Justification Statement: Participation in the OnRamps program allows Northwest Early College High School to offer additional college courses to their students. The course is taught by both a UT Austin Professor and a NWECHS teacher. Students receive college credit from UTA and High School credit from NWECHS

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

Staff Responsible: Dr. Debra Kerney - Curriculum and Instruction Executive Director/Stacey Parker - Advanced Academics

Signature of Requester(s)  


Signature of Presenter(s)

Business Services Approval (Initials)

Date

### Agenda Summary:

Providing OnRamps courses to Northwest ECHS students allows them to earn additional college credit. OnRamps is part of the University of Texas at Austin program. The credit earned is accepted by many Universities across the state. Currently, Northwest Early College uses OnRamps to offer Chemistry to its students. OnRamps courses also count towards our state CCMR measures.

RECOMMENDATION: C & I recommends the agreement with OnRamps. Without it Northwest Early College students will miss on opportunities to earn UT Austin Credit.

PRIOR BOARD ACTION: yes AWARDED: 08-24-21 AWARDED AMOUNT: \$3,725.00

AMOUNT(S): \$3,725.00

ACCOUNT NO(S): 199.11.6299.00.003.11

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

REQUESTING DEPARTMENT:  
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:  
Without the OnRamps program, NWECHS cannot offer the advanced science courses many students will benefit from

IMPLEMENTATION TIMELINE:  
Upon Approval

ATTACHMENT(S): UT Austin OnRamps Interlocal Agreement



**Interlocal Agreement  
Between  
The University of Texas at Austin  
and  
Canutillo ISD**

**FOR THE 2022-2023 ONRAMPS PROGRAM**

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2022, is entered on the Effective Date by Canutillo ISD (CISD) and The University of Texas at Austin, on behalf of its OnRamps program, collectively referred to as the Parties.

**Contracting Parties:**

Receiving Party (CISD)  
Canutillo ISD  
6701 S Desert Blvd  
El Paso, TX 79932

Performing Party The University of Texas at Austin  
OnRamps  
2616 Wichita St, Ste 101  
Austin, TX 78712

**WHEREAS**, UT Austin and CISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from UT Austin and their CISD high school(s).

**WHEREAS**, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the Parties agree as follows:

**1. Interlocal**

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

**2. Nature of OnRamps**

UT Austin and CISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from CISD and college credits from UT Austin through a distance education course.

CISD and UT Austin will share the responsibility to implement the OnRamps program. By entering into this Agreement for the delivery of distance college courses, CISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at CISD.

### **3. Fees and Payments**

#### **Enrollment Fees:**

If joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support outlined in this Agreement for CISD will be defined on a per-student, per-course basis. Program costs will be evaluated annually.

CISD is paying a subsidized rate. Subject to available funding, during the 2022-2023 school year, the fee of \$249 (or \$199 for students identified free and reduced lunch), per student and per course is subsidized to \$149 (or \$99 for students identified free and reduced lunch). The subsidy is being covered by OnRamps and applicable 87<sup>th</sup> legislative appropriation. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.

The OnRamps enrollment fee is assessed for each student registered in each OnRamps course on the designated course census date. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student is not eligible to earn college credit in the course.

#### **Professional Learning Development (PLD) Fee:**

The cost of OnRamps professional development will be assessed on a per-teacher basis at a rate of \$850 for teachers implementing a course for the first year or after an absence of more than one year and \$550 for teachers implementing the same course for two or more consecutive years. This fee covers professional learning and development requirements during the entire term of this agreement, including Summer Professional Learning Institute (PLI), academic year PLIs, virtual conferences, virtual learning modules, virtual coaching, and professional development assignments. If CISD or the CISD high school teacher joins after the conclusion of Summer PLI, the total fee is still required based upon the status of the teacher at student census.

The Professional Learning Development fee does not include lodging, transportation, or teacher substitute cost. If a PLI is held in person, a lodging fee may be charged in addition to the PLD fee.

CISD is responsible for paying within 30 days of receipt of any undisputed invoice.

All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

The University of Texas at Austin  
OnRamps  
2616 Wichita St, Ste 101  
Austin, TX 78712

#### **4. Scope of Work and Responsibilities**

Responsibilities to implement OnRamps distance college courses will be shared by CISD and OnRamps. CISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

##### **4.1 Responsibilities of OnRamps**

###### **Enrollment and Records**

- A. Register high school students for OnRamps courses (as listed in Exhibit A fully incorporated by this reference) through the OnRamps student information system (OnRamps Portal).
- B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program and providing official reporting to UT Austin and CISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades on UT Austin transcripts for students who are eligible for and accept college credit for the distance college course.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.

###### **Curriculum and Instruction**

- E. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for oversight of distance college courses.
- F. Deliver instructional materials via distance education. All college course-related materials will be available to the student through unique login in Canvas Learning Management System (Canvas LMS).
- G. Administer OnRamps distance college courses via a dual-enrollment model. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans. All OnRamps students register for semester- or

year-long courses. The college enrollment process differs between the two course types.

- a. Semester-long and year-long course college enrollment information
    - i. Students must complete a series of required assignments and summative assessments as published in the college syllabus that are designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to earn college credit.
    - ii. Students in year-long courses must earn a passing grade (D- or above) on the designated portion of the course determined by the UT Austin Instructor of Record to be eligible to earn college credit in the OnRamps distance college course.
    - iii. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
    - iv. Students who accept college credit will have an official UT Austin transcript showing the letter grade earned in the course.
  - b. Additional year-long course college enrollment information
    - i. A student who does not earn a passing grade (D- or above) may be determined to be eligible if the student meets the Texas Success Initiative (TSI) exemption criteria for that course. Grade-based eligibility criteria and TSI exemption criteria are detailed in each college course syllabus for which TSI exemption may be used.
    - ii. Eligible student enrollments are recorded with the University in alignment with OnRamps and University processes.
- H. Provide technology and support services necessary for teaching and learning in OnRamps courses and program implementation:
- a. Maintain servers operated by or hosted on OnRamps's web-based Canvas LMS.
  - b. Provide access and training on the Canvas LMS for every OnRamps student to access course content and instructional experiences.
  - c. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum when that support is not provided through Canvas LMS.
  - d. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
  - e. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
  - f. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
  - g. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

### **Professional Development and Support**

- I. Deliver professional learning to participating CISD teachers who teach the OnRamps course.

- a. Summer PLI for participating CISD teachers will be delivered by OnRamps using distance education and virtual learning technologies. Summer PLI is required for all OnRamps high school teachers.
  - b. Academic year PLIs: One-day PLIs for new and returning participating CISD teachers will be held at UT Austin or designated regional sites, or delivered virtually during the fall and spring semesters, at UT Austin's sole discretion. CISD teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
  - c. Participating CISD teachers will be credited with continuing professional education hours for the hours of documented attendance.
- J. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to CISD and its administration.
  - K. Deliver in-person or virtual presentations and/or workshops to CISD staff and community members regarding the OnRamps program overview, implementation, and strategies for success.
  - L. OnRamps will hire and assign a qualified course coordinator for each course offered. The coordinator will serve as the content expert and point of contact and support for the high school teacher.
  - M. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
  - N. Provide virtual coaching to each OnRamps high school teacher to support course implementation and enhance their professional practice.

### **Institutional Effectiveness**

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as CISD high school teachers and administrators. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps CISD high school teacher(s) and classroom observations.
  - a. OnRamps staff will alert CISD administration of any serious concerns regarding CISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If CISD implementation of the OnRamps course is deemed unsatisfactory, OnRamps reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.
  - b. A CISD high school teacher deemed by OnRamps to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with OnRamps expectations and be provided coaching and support as available through the course staff, OnRamps PLIs, virtual coaching, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement in OnRamps's sole discretion, OnRamps will notify CISD, who will use its best efforts to identify an alternate high school teacher, and CISD will work with OnRamps to continue implementation of the course with the alternate high school teacher. OnRamps reserves the right to deny any

unsatisfactorily performing teacher the opportunity to offer the course in the future.

- c. Should OnRamps deem an OnRamps CISD high school teacher as not compatible with or not in the best interest of the program in OnRamps's sole discretion, OnRamps will notify CISD who will work with OnRamps to continue the course through an alternate teacher.
- d. Any person performing Services under this Agreement on behalf of OnRamps must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of the OnRamps program must inform the CISD district contact.

**Extended Student Absences [subject to CISD policies]**

- P. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the CISD point of contact, campus principal and/or the high school teacher of the campus must notify the OnRamps Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the enrolled OnRamps course. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
  - a. The administrator, OnRamps CISD high school teacher, and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
    - i. If this occurs prior to the identified course census date, then the CISD will not be invoiced for this student.
    - ii. If the student is enrolled in a year-long OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, if the student returns to the home campus in time for registration at the beginning of spring instruction.
- Q. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the CISD point of contact, campus principal and/or the high school instructor must notify the OnRamps Associate Director of Enrollment Management immediately to determine if eligibility for enrollment may continue, which decision will be made on OnRamps in its sole discretion.

## 4.2 Responsibilities of CISD [subject to CISD policies and applicable law]

- A. Implement one or more OnRamps courses.
  - a. Assign a(n) CISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for CISD administration with OnRamps staff.
    - i. This CISD contact will provide up-to-date contact information for CISD and its campus administration. In the event there is a change in administration at CISD or at its campuses, the CISD contact will update the OnRamps Portal.
  - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
  - c. OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Neither OnRamps syllabi nor course content may be used for submission to satisfy the requirements for third party evaluation.
  - d. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing: the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
    - i. Prohibits the OnRamps courses from being offered as an AP English course.
    - ii. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternatively, a teacher may have 60 students distributed in three (3) or more sections. With approval, the cap of 60 students may be exceeded in exceptional circumstances at OnRamps sole discretion.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), all consistent with CISD policies.
  - a. Minimum requirements for all OnRamps CISD high school teachers include:
    - i. Bachelor's degree in the discipline or a related field.
    - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
    - iii. Completed annual OnRamps teacher application.
    - iv. Obtain a UT EID in order to access Canvas LMS, the OnRamps Portal, and other systems required for implementation of the OnRamps program. OnRamps will provision the EID as high assurance and may suspend, terminate, or revoke access to its systems through the EID affiliation at OnRamps sole discretion. The EID affiliation with OnRamps will be revoked if this agreement is terminated or if an OnRamps CISD high school teacher can no longer complete the course.
    - v. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of FERPA training module provided by OnRamps. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. CISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who does not complete the required pre-PLI tasks may not be eligible to attend PLI. The decision to admit or deny such teacher and any accompanying

conditions will be determined by the UT Austin Faculty Lead and Managing Director at their discretion.

- vi. Successful completion of Summer PLI. New OnRamps CISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI.
  - vii. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
    - 1. Completion of the minimum number of virtual coaching uploads over the course of the academic year is required.
  - viii. Attendance at the Fall and Spring PLIs.
    - 1. CISD teachers are required to participate in and fully complete both academic year PLIs in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI will provide up to eight hours of continuing professional education hours.
  - ix. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
  - x. Adhere to guidelines regarding OnRamps course content intellectual property. CISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
  - xi. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- b. Additional requirements for OnRamps returning CISD teachers include:
- i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.
- C. Ensure OnRamps CISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
- a. Access to the OnRamps Portal and Canvas LMS. Participating CISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
  - b. Access to computer, internet, and allow lists, as specified by OnRamps, and adhere to requirements outlined in the most recent OnRamps Technology Manual.
  - c. Scheduled access to technology that meets the specifications defined by OnRamps for each course. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).
  - d. Graphing calculators as specified in the most recent OnRamps Technology Manual.
  - e. Audio/visual projection and/or whiteboard.
  - f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
  - g. For Biology, Geoscience, Physics and Chemistry, required lab materials.

- h. The Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps CISD high school teachers implement the program with fidelity, including the following:
  - a. OnRamps instructors are expected to adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
  - b. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
  - c. Have students create a UT EID and register for OnRamps via the OnRamps Portal.
  - d. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
  - e. Participate in professional learning, including Summer PLI, one-day workshops, monthly video conferences or virtual learning modules, virtual coaching and uploads of classroom video, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, CISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
  - f. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
  - g. Notify OnRamps of CISD high school teacher absences that exceed four or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.
- E. Recruit and approve students to participate in the OnRamps courses.
- F. Ensure students enrolled in the OnRamps program meet the minimum academic requirements for each course as shown in Exhibit A.
- G. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
- H. Any person performing Services under this Agreement on behalf of CISD must be actively employed or eligible for employment by CISD and may not be on administrative leave. CISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If CISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the district contact, who oversees the OnRamps program, must inform OnRamps within 24 business hours.

## **5. Summer PLI Teacher Registration and Attendance**

- A. CISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of Summer PLI.
- B. New OnRamps CISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI. New OnRamps high school teachers are defined as those who are implementing an OnRamps course for the first time or for the first time after more than one year of absence.
  - a. The CISD teacher assigned to the course **must** successfully complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
- C. Cancellation policy:
  - a. All high school teachers must cancel their registration in writing at least one week prior to any in-person PLI or will pay 100% of fees for room/board and meals for which those charges apply. CISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting, and will pay such invoices within thirty (30) days.
  - b. If a high school teacher registers for Summer PLI and is unable to attend, the teacher must communicate this change to the OnRamps Professional Learning and Development team in writing at least one week prior to the start of Summer PLI. The district contact may coordinate with OnRamps to identify an appropriate replacement. Fees will be assessed based on teachers who complete Summer PLI.
  - c. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps CISD high school teachers who miss more than 20% of Summer PLI, regardless of the reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated by OnRamps on a case-by-case basis.
- D. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, CISD will be:
  - a. Charged the full fee based on whether they are new or returning, for Summer PLI.
  - b. All materials provided to CISD for the course must be returned to OnRamps within 30 days.

## **6. Educational Records and Data Sharing**

- A. CISD and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of the OnRamps program consistent with FERPA, as well as applicable UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide the OnRamps program and related services to CISD and for CISD's accountability reporting purposes, OnRamps requires specific student information from CISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data

Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the OnRamps program.

- B. Following UT Austin's Institutional Review Board standards and policy, as applicable, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvements.
- C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and CISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to verify student accommodations under IDEA and/or Section 504; 3) to facilitate early intervention and support student success; 4) pertaining to whether college credit is earned, accepted, and/or declined; 5) to facilitate accurate recordkeeping; and 6) to address academic integrity issues. If either party obtains access to CISD and/or UT Austin records or record systems protected under FERPA, each party agrees to adhere to the provisions of FERPA. While in possession of FERPA records and data, only persons authorized to access the student data related to the OnRamps program will be granted access consistent with FERPA.

**7. Governmental Function, Immunity, Record Protection, and Criminal History**

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Interlocal Cooperation Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity or similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on CISD or UT Austin not otherwise permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government Code 552.001 et seq.).

**8. Indemnity**

The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

**9. Term and Termination**

This Agreement is effective on June 1, 2022, no matter the date fully executed by both Parties and covers a period beginning June 1, 2022 and ending August 31, 2023. This agreement cannot be renewed or extended.

Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. CISD agrees any amounts owed for Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

#### **10. Ownership of Intellectual Property**

UT Austin and the OnRamps program shall solely own all intellectual property rights in or relating to OnRamps, including all written materials, study guides, course materials, syllabi, and assessments prepared under the program ("Materials"). Intellectual property rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, or works of authorship fixed in a medium of expression of any kind whether or not patentable, copyrightable, or eligible for registration as a trademark, as well as applications for any such rights. There are no implied licenses; CISD agrees and understands that it may not copy, modify, share, distribute, or display any Materials without the prior written permission of UT Austin and the OnRamps program.

#### **11. Contractual Relationship**

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

#### **12. Disputes**

If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

#### **13. Notice to Parties**

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given 1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or 2) if delivered by hand,

overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

CISD at:

Canutillo ISD  
6701 S Desert Blvd  
El Paso, TX 79932

UT Austin at:

Darrell Bazzell, Senior Vice President and Chief Financial Officer  
101 Inner Campus Dr, Ste 102  
Austin, TX 78712

With a copy to:

OnRamps  
2616 Wichita St, Ste 101  
Austin, TX 78712  
Email: sp.contracts@austin.utexas.edu

or such other address as later provided by a party through written notice to the other party.

**14. Venue; Governing Law**

This Agreement, all of its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

**15. Mutual Negotiation**

This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

**16. Entire Agreement**

This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

**17. Amendment and Assignment**

Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

**18. Survival**

A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

## 19. Cybersecurity Training Program

During the term and any renewal of this Agreement, each party shall comply with Texas Government Code Chapter 2054 concerning cybersecurity for state agencies and local government, and to the extent applicable verify compliance to the other party.

## 20. Access by Individuals with Disabilities

Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either 1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or 2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

## 21. Payment of Debt or Delinquency to the State

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

## 22. State Auditor's Office

Contracting Parties understand acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

## 23. Severability

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

## 24. Public Records

It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (Public Information Act), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

**25. Signatory Representations**

Receiving Party represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Receiving Party has been duly authorized to act for and bind Receiving Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party  
Canutillo ISD

Performing Party  
The University of Texas at Austin

Signature: \_\_\_\_\_

Signature:  \_\_\_\_\_  
423D22B53BC0421...

DS  
Dg

Name: \_\_\_\_\_

Name: Kathleen Brock

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

Title: Senior director

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

Date: 2022-05-27 | 11:12:37 CDT

Exhibit A  
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundation of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introduction to Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 106M	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing and Rhetoric of American Identity	RHE 309K	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Quantum Computing	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

Exhibit B  
Data Sharing Agreement

DATA SHARING AGREEMENT  
BY AND BETWEEN  
Canutillo ISD  
AND  
ONRAMPS  
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, CISD agrees to provide individual student-level data to OnRamps at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. CISD hereby appoints OnRamps as a legitimate educational official of CISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, OnRamps hereby appoints CISD as a legitimate educational official of OnRamps in accordance with FERPA. OnRamps agrees to provide individual student-level data to CISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2023 unless terminated in writing by one or both Parties.

**1. Data type and exchange timeline**

CISD Designee for Student Data and OnRamps will coordinate data exchange for all OnRamps program participants for the 2022-2023 academic year, as follows:

Responsible Party	Time Period	Type of Data
OnRamps	August 2022 – July 2023	<p>Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the portal will be limited to pre-identified campus and CISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> <li>• Course enrollments</li> <li>• Eligibility status</li> <li>• Eligibility letter grade</li> <li>• Final letter grade</li> <li>• Credit decision (credit accepted or declined)</li> <li>• University transcript grade</li> <li>• Student qualifying status for free/reduced lunch</li> </ul>

		<ul style="list-style-type: none"> <li>• Student qualifying status for accommodations under IDEA or Section 504</li> </ul>
CISD	December 2022 – February 2023	<p>In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs. Based on the Student State IDs, the Texas Education Agency (TEA) provides OnRamps with students' Economic Disadvantage Status.</p> <ul style="list-style-type: none"> <li>• TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)</li> </ul>
CISD	May 2023 – July 2023	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> <li>• High school grade in OnRamps course, semester 1</li> <li>• High school grade in OnRamps course, semester 2</li> <li>• High school grade in OnRamps course, cumulative</li> </ul>

## 2. Data protection

All data will be exchanged using secure systems and in an encrypted, password protected electronic format by CISD and OnRamps.

OnRamps endeavors that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. OnRamps further endeavors that the data elements will not be released to a third party without written parental or student (as applicable) consent.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other UT Austin program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure area and to prevent unauthorized access.

## 3. Information shared with TEA

- Share rosters of individual students, including student state ID, for all students enrolled in an OnRamps course at fall or spring census to determine student eligibility for reduced course fee, AND
- Share rosters of individual students, including student state ID, for students who complete an OnRamps course for the purpose of calculating state accountability and other required state performance reporting and metrics.



# OFFICE OF THE ASSOCIATE SUPERINTENDENT

## CANUTILLO A Premier District

**TO: Board of Trustees and Superintendent Galaviz**  
**FROM: Ms. Jesica Arellano**  
**DATE: June 25, 2022**  
**RE: Approval of Interlocal Agreement Between University of Texas at Austin and Canutillo ISD for OnRamps Program 2022-2023**

The following information is the interlocal Agreement with an Effective Date of June 1, 2022 is entered on the Effective Date by Canutillo ISD (CISD) and the University of Texas at Austin, on behalf of its Office of Strategy and policy (UT Austin), collectively referred to as the Parties.

**Agenda Summary:** Northwest Early College High School is implementing OnRamps, a partnered initiative with the University of Texas at Austin, where students have a different opportunity to take dual-enrollment courses. Our students will earn both high school and college credit by taking a college level course taught by Akins' teachers who have been trained by a UT professor in a specific course curriculum that is accommodated for high school students. Their mission targets at-risk populations and many of their students are first generation college students much like our own. We will be joining the big three school districts in El Paso, Clint ISD, and Anthony ISD already utilizing this program. In addition, the successful completion of an OnRamps college course counts towards points in state accountability.

**OnRamps Mission:** *provides transformative learning experiences that meet college standards, incorporate innovative pedagogy, foster technology-enhanced education, and diffuse aligned college experiences.*

**Classroom setting:** The Northwest teacher leads the high school course AND a college instructor (approved by UT Austin's academic department), leads a distance college course during the same section. High school instructors that are delivering OnRamps instruction are provided the opportunity to connect with OnRamps Course Staff via the Virtual Coaching platform, Sibme. This allows for our instructor to establish a coaching connection for just-in-time support around course content, pedagogy and management of the course. Students require a one to one device to complete OnRamps courses which feature online curriculum delivered through Canvas Learning Management System (LMS). Only two sections are allowed for each subject taught with a class size of no more than 25 (pre-COVID). Available OnRamps courses include – Chemistry I, II, Statistics, Physics, I, II, Pre-Calculus, Algebra, Computer Science, Biology, Geo Science, History, ELA

**Cost:**

Teacher first year summer training: \$1250  
Returning teacher summer training: \$850  
Student course enrollment: \$149 per student, \$99 (free/reduced lunch)-includes books

**Benefits:**

The cost is equal to or less expensive than what we pay now for our college textbooks. At the end of the course, the students get to choose if they want to keep their current grade for the college course or not. For example, if I took Chemistry and earned a "C", then I can decide if I want to keep that grade for both high school and college or just high school. 11 out of 11 students this year were eligible to obtain college credit.

Street Address:  
7965 El Paso Dr. Suite 111  
El Paso, TX 79905

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

P: (915) 877-7475  
F: (915) 877-7523  
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).

**Interlocal Agreement  
Between  
The University of Texas at Austin  
and  
Canutillo ISD**

**FOR THE 2021-2022 ONRAMPS PROGRAM**

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2021 is entered on the Effective Date by Canutillo ISD (CISD) and the University of Texas at Austin, on behalf of its Office of Strategy and Policy (UT Austin), collectively referred to as the Parties.

**Contracting Parties:**

Receiving Party (CISD)  
Canutillo ISD  
6701 S Desert Blvd  
El Paso, TX 79932

Performing Party UT Austin  
The University of Texas at Austin  
110 Inner Campus Drive, Suite 102  
Austin, TX 78712

**WHEREAS**, UT Austin and CISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from UT Austin and their CISD high school.

**WHEREAS**, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the Parties agree as follows:

**1. Interlocal**

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an "interlocal contract" within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide "governmental functions or services," as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

**2. Nature of OnRamps**

# Board of Trustees

Meeting Date: 6/28/2022

## 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)*

Elizabeth B. Sida

*Business Services Approval (Initials)*

6/14/2022

*Date*

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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):





**A Memorandum of Understanding with Local Entity  
Responsible for Managing Publicly Funded Preschool Programs  
Canutillo Independent School District and Education Service Center Region 19 Head Start  
2022-2023**

**I. Parties to the Agreement**

- A. Canutillo ISD and ESC19 Head Start

**II. Purpose of Agreement**

- A. To improve availability and the quality of services for preschool children and their families within the El Paso and Hudspeth Counties.
- B. To support children’s optimal development and readiness for school entry and success
- C. To address the unique strengths and needs of the local population, such as homeless, migrant, or non-English speaking families
- D. To promote collaboration regarding shared use of transportation, facilities, and other resources, as appropriate
- E. To promote further collaboration to reduce duplication and enhance efficiency of services
- F. To define the roles and responsibilities of the named parties toward coordination and greater collaboration; enhance linkages and relationships; and exchange information on the provision of educational and non-educational services
- G. Coordinate a comprehensive system of activities, policies, and procedures among the named parties which guide and support their delivery of services to children and their families

**III. Program Descriptions**

- A. Head Start is a nation-wide Federal grant program funded by the U.S. Department of Health and Human Services. It is a comprehensive school readiness early child development program for families with young children in the areas of education, social services, health, and family involvement.

- B. Head Start is mandated to assume a leadership role in the development of partnerships with community agencies and service providers. Each Head Start program must have a written agreement with the local Independent School Districts (ISD) or local education agency (LEA) to coordinate and collaborate to best meet the needs of children and their families.
- C. Canutillo ISD is a premier district preparing tomorrow's best today with innovative, future-focused learning opportunities for every student.

#### **IV. Authority**

- A. Head Start's responsibility for coordination and collaboration with the appropriate local entity responsible for managing publicly funded preschool programs in the service area of the Head Start agency is mandated in the Head Start Act: Public Law 110-134 "Improving Head Start for School Readiness Act of 2007" (the "Act").
- B. The Canutillo ISD is authorized by the Texas Education Agency to provide leadership, guidance and resources to help schools meet the educational needs of all students. Under the accountability provisions in Every Student Succeeds Act (ESSA, 2015), all public school campuses, school districts, and the state are evaluated for Adequate Yearly Progress (AYP).

#### **V. Guiding Principles**

- A. Create and maintain a meaningful partnership to promote school readiness so that children from low-income families in Head Start programs, or who are preschool age, may receive comprehensive services to prepare them for elementary school and to address any potential "achievement gap"
- B. Develop successful linkages within the context of ESSA , the Head Start Act (2007), and Texas and El Paso County legislation, policies, and procedures
- C. Plan and implement strategies based on practice and research that have proven to support children's school success
- D. Respect the uniqueness of each locality's needs and resources
- E. Promote the involvement of members of the early care and education communities
- F. Share commitment, cooperation, and collaboration for a coordinated service delivery system

#### **VI. Joint Roles in System Review, Coordination, Collaboration, Alignment, and Implementation**

- A. Canutillo ISD and ESC19 Head Start will work together for the review, coordination, collaboration, alignment, and implementation of each of the following 10 activities, as mandated by the Act.
1. *Educational activities, curricular objectives, and instruction*
    - a. 642(f) Implement a research-based early childhood curriculum that- (E) is aligned with the Head Start Child Outcomes Framework developed by the Secretary and, as appropriate by the Texas Pre-K Guidelines
    - b. 642A(a)(3) Establish on-going communications between the ESC19 Head Start and Canutillo ISD for developing continuity of developmentally appropriate curricular objectives (which for the purpose of the Head Start program shall be aligned with the Head Start Child Outcomes Framework) and, as appropriate, by the Texas Pre-K Guidelines for shared expectations for children's learning and development as the children transition to school
  2. *Public information dissemination and access to programs for families contacting the Head Start program or any of the preschool programs*
    - a. 642(e)(1) Generate support and leverage the resources of the entire local community in order to improve school readiness
    - b. 642A(a)(2) Establish ongoing channels of communication between Head Start staff and their counterparts in the schools (including teachers, social workers, local educational agency liaisons designated under section 722(g)(1)(J)(ii) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11432(g)(1)(J)(ii)), and health staff) to facilitate coordination of programs
  3. *Selection priorities for eligible children to be served by programs*
    - a. 642A(a)(13) Develop and implement a system to increase program participation of underserved populations of eligible children
    - b. 642(f)(10) Develop procedures for identifying children who are limited English proficient, and informing the parents of such children about the instructional services used to help children make progress towards acquiring the knowledge and skills described in section 641A(a)(1)(B) and acquisition of the English language
    - c. 641A(c)(2)(E) Share information on the innovative and effective efforts of the Head Start program to collaborate with the entities providing early childhood and development services or programs in the community and any barriers to such collaboration that the program encounters
    - d. 41(d)(2)(H) plans to coordinate and collaborate with other public or private entities providing early childhood education and development programs and services for young children in the community involved, including-

- (i) Preschool programs under title I of that Act (20 U.S.C. 6301 et seq.)
- (ii) Programs under section 619 and part C of the Individuals with Disabilities Education Act (20 U.S.C. 1419, 1431 et seq.)
- (iii) State pre-kindergarten programs
- (iv) Child care programs
- (v) The educational programs that the children in the Head Start program involved will enter at three years of age.
- (vi) Local entities, such as a public or school library for-
  - (I) Conducting reading readiness programs
  - (II) Developing innovative programs to excite children about the world of books.
  - (III) Assisting in literacy training for Head Start teachers
  - (IV) Supporting parents and other caregivers in literacy efforts

4. *Definition of service areas*

- a. Areas where children and families are served include ESC19 Head Start and the Elementary Schools within Canutillo ISD

5. *Staff training, including opportunities for joint staff training on topics such as academic content standards, instructional methods, curricula, and social and emotional development*

- a. 642A(a)(4) Organize and participate in joint training, including transition-related training for school staff and Head Start staff

6. *Program technical assistance*

- a. 642A(a)(10) Link the services provided in Head Start program with educational services, including services relating to language, literacy, and numeracy, provided by local ISD
- b. 648 (e)(3) Encourage States to supplement the T/TA funds with Federal, State, or local funds other than funds made available, to expand training and technical assistance activities beyond Head Start agencies to include other providers of other early childhood education and development programs within a State

7. *Provision of services to meet the needs of working parents, as applicable*

- a. 642A(c)(4)(B)(ii) Coordinate activities to make resources available for full working-day and full calendar year available to children who need such services
  - b. 642(e)(3) Coordinate activities and collaborate with programs under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. 9858 et seq.)
8. *Communication and parent outreach for smooth transitions to kindergarten*
- a. 642A(a)(1) Develop and implement a systematic procedure for transferring, with parental consent, Head Start program records for each participating child to the school in which such child will enroll
  - b. 642A(a)(5) Establish comprehensive transition policies and procedures that support children transitioning to school, including by engaging Canutillo ISD in the establishment of such policies
  - c. 642A(a)(6) Conduct outreach to parents and elementary school (such as kindergarten) teachers to discuss the educational, developmental, and other needs of individual children
  - d. 642A(a)(7) Help parents of limited English proficient children understand-
    - i. The instructional and other services provided by the school in which their child will enroll after participation in Head Start; and
    - ii. As appropriate, the information provided to parents of limited English proficient children under section 3302 of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 7012)
  - e. 642A(a)(8) Develop and implement a family outreach and support program, in cooperation with entities carrying out parental involvement efforts under title I of the Elementary and Secondary Education Act of 1965 (20 U.S.C. 6301 et seq.), and family outreach and support efforts under subtitle B of title VII of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11431 et seq.), taking into consideration the language needs of parents of limited English proficient children
  - f. 642A(a)(9) Assist families, administrators, and teachers in enhancing educational and developmental continuity and continuity of parental involvement in activities between Head Start services and elementary school classes
  - g. 642A(a)(11) Help parents (including grandparents, foster parents, teen parents and kinship caregivers, as appropriate) to understand the importance of parental involvement in a child's academic success while teaching them

strategies for maintaining parental involvement as their child moves from Head Start to elementary school

- h. 642A(a)(12) Help parents understand the instructional and other services provided by the school in which their child will enroll after participation in the Head Start program

9. *Provision and use of facilities, transportation, and other program elements*

- a. 642(e)(4)
  - (A) Collaborate on the shared use of transportation and facilities, in appropriate cases
  - (B) Collaborate to reduce the duplication and enhance the efficiency of services while increasing the program participation of underserved populations of eligible children
  - (C) Exchange information on the provision of non-educational services to such children

10. *Other elements mutually agreed to by the parties*

- a. Confidentiality:

All acknowledge confidentiality requirements that each agency must follow regarding the sharing and release, with the consent of families, of personally identifiable information regarding children and families. Each agency will protect the rights of young children with respect to records and reports created, maintained, and used by the public agencies. It is the intent of this agreement to ensure that parents have rights of access and rights of privacy with respect to such reports and records, and that applicable State and Federal laws for exercise of these rights be strictly followed. Family Educational Rights and Privacy Act (FERPA) will be followed. (See 34CFR 303.460.)
- b. Dispute Resolution:

Parties will first attempt to resolve the dispute between or among themselves. All local agencies will ensure that a system is in place to resolve disputes and solve problems. The system should include:

  - i. Timelines for regular meetings to review local agreements, plan collaborative activities, and resolve issues; and
  - ii. The identification of a liaison from each agency.
- c. Review of Agreement

The agreement will be jointly reviewed by all parties annually and more frequently if laws and regulations are amended that will significantly impact this agreement, or when a party requests a formal change.
- d. Term of Agreement

This Agreement will be effective through August 2022- July 2023 school year.

By signing the agreement each agency agrees to the terms. The signed agreement will be binding on all successors of parties to the agreement.

**V. SIGNATURES**

**For ESC19 Head Start**

\_\_\_\_\_  
Socorro Rodriguez  
ESC19 Head Start Director

\_\_\_\_\_  
Date

**For Canutillo ISD**

\_\_\_\_\_  
Dr. Pedro Galaviz  
Canutillo ISD Superintendent

\_\_\_\_\_  
Date

**For ESC19**

\_\_\_\_\_  
Dr. Armando Aguirre  
ESC19 Executive Director

\_\_\_\_\_  
Date



Rosalinda Lujan <rlujan@canutillo-isd.org>

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## 2022- 2023 Head start MOU - Canutillo ISD & Head Start Program

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**Steve Blanco** <SBlanco@bomwlaw.com>  
To: Rosalinda Lujan <rlujan@canutillo-isd.org>  
Cc: Brenda Vincent <BVincent@bomwlaw.com>

Wed, May 25, 2022 at 3:00 PM

Good afternoon. This is good to approve.

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**From:** Rosalinda Lujan <rlujan@canutillo-isd.org>  
**Sent:** Wednesday, May 25, 2022 8:47 AM  
**To:** Steve Blanco <SBlanco@bomwlaw.com>  
**Subject:** Fwd: 2022- 2023 Head start MOU - Canutillo ISD & Head Start Program

Hello Mr. Blanco,

I have been asked to submit the attached Head Start MOU to you to be vetted. We will be submitting the attached Head Start MOU for Board approval this coming June and I need to submit the complete documents by this coming Friday.

Thank you and have a great day!!

*Kindly,*

*Rosalinda Lujan*  
Administrative Assistant  
Curriculum and Instruction  
Phone: 915-877-7440  
Fax: 915-877-7527

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 **Canutillo MOU 2022-2023.docx**  
51K

## 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*

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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):



Memorandum of Understanding  
Center on Teaching and Learning and Canutillo Independent School District  
**ROOTS Replication: A Systematic Replication of a Tier 2 Kindergarten Mathematics Intervention**

The Center on Teaching and Learning (CTL) at the University of Oregon and the Meadows Center for Preventing Educational Risk (MCPER) at The University of Texas at Austin are collaborating with Canutillo Independent School District (CISD) during the 2022-2023 school year to conduct a study to determine the efficacy and efficiency of ROOTS, a kindergarten mathematics intervention. Our prior research, which has been conducted in kindergarten classrooms in Texas and across the U.S., suggests that ROOTS increases mathematics achievement for at-risk kindergarten students, including English learners. In this project, CTL/MCPER researchers will examine the effects of ROOTS at two time periods: Beginning-of-Year (BOY) and Middle-of-Year (MOY).

ROOTS is a small-group mathematics intervention comprised of 50 lessons, each designed to promote a robust and lasting understanding of number and operations identified in the Texas Essential Knowledge and Skills for Mathematics. ROOTS lessons are delivered in English by district-hired interventionists for 20 minutes per day, 5 days per week for approximately 10 weeks.

This study is funded by the U.S. Department of Education, Institute of Education Sciences (Grant: R324R200005).

In support of this research, the CTL/MCPER team and CISD agree to the following:

**CTL & MCPER will:**

- Communicate with elementary schools and kindergarten teachers who agree to participate in the study
- Obtain teacher consent with participating kindergarten teachers
- Observe all district and school policies
- Assist district in identifying district-employed interventionists to teach ROOTS groups
- Initiate parent consent process and student assent process
- Screen all kindergarten students in participating CISD kindergarten classrooms using a validated, kindergarten mathematics assessment, Assessing Student Proficiency in Early Number Sense (ASPENS; Clark et al., 2012)
- Based on ASPENS screening scores, randomly assign 9 eligible students per kindergarten classroom at participating schools to one of three conditions: ROOTS-BOY, ROOTS-MOY, or a comparison condition that provides standard-CISD mathematics supports
- Assist CISD district/schools with scheduling of ROOTS groups
- Administer pre- and post-test mathematics assessments to participating students
- Administer the ASPENS to all kindergarten students at post-test
- Provide an initial 6-hour ROOTS focused professional development to district-employed interventionists and subsequent 4-hour professional development mid-way through the intervention
- Provide the ROOTS intervention materials at no cost
- Provide ongoing coaching and support of ROOTS interventionists

- Conduct observations of intervention groups and core mathematics instruction in participating classrooms
- Collect daily audio recordings of lesson implementation
- Provide \$500 stipend to participating kindergarten teachers
- Administer teacher and interventionist surveys
- Provide reimbursement or payment to district for intervention time of district-hired interventionists (1-hour per lesson for each intervention group)
- Protect the privacy and confidentiality of all participants and their data
- Agree to comply with all requirements of the Family Educational Rights and Privacy Act (FERPA) and with all rules and guidelines stipulated in their agreement with the university Internal Review Board (IRB)
- Report study findings to district and school personnel

The **CISD** will:

- Identify and assign appropriately aligned duties to identified ROOTS interventionists
- Coordinate initial communication between the CTL/MCPER team and participating campuses and kindergarten teachers
- Coordinate and support study activities, including the scheduling of ROOTS groups
- Allow participating teachers to distribute and collect parent consent forms
- Allow CTL/MCPER to screen kindergarteners in participating classrooms
- Provide space at each participating campus for ROOTS instruction to take place
- Allow the CTL/MCPER team to observe intervention groups and participating classrooms
- Allow district-employed interventionists to audio-record their daily intervention instruction
- Allow participating teachers to complete consent form and surveys regarding teaching background and classroom characteristics
- Provide student-level demographic and assessment data including, Student name, Race/Ethnicity, Gender, DOB, Grade Level, School Homeroom Teacher, Free and Reduced Lunch Status, LEP Status (e.g., ESL, LEP, ELL), Special Education Status, Special Education Category, retention data, TELPAS scores for kindergarten, students' BOY, MOY, EOY district math and reading scores, and TX KEA scores (Spanish & English) for all measures.

Any modifications to the current agreement will be submitted and discussed between the CTL/MCPER team and the Canutillo ISD team prior to any proposed changes. The agreement will be effective as of date signed and will remain active for 1 year thereafter.

This agreement can be terminated by either entity by providing not less than sixty (60) days advance written notice.

Nothing in this Agreement is intended to nor shall it operate to confer any third-party beneficiary rights in favor of any person or entity.

Agreed by:

Christian Doabler, Ph.D.  
MCPER – UT Austin  
Co-Investigator, ROOTS Replication Project

CISD District Representative

MOU ROOTS Project: 2022-2023 (Texas)

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# Board of Trustees

Meeting Date: 6/28/2022

## 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

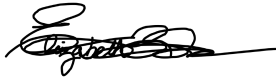
Staff Responsible:

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

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

\_\_\_\_\_  
*Business Services Approval (Initials)*

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



Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



Memorandum of Understanding  
Meadows Center for Preventing Educational Risk and Canutillo Independent School District  
Precision Mathematics – First Grade Project

The Meadows Center for Preventing Educational Risk (MCPER) at The University of Texas at Austin seeks to continue its collaboration with Canutillo Independent School District (CISD) during the 2022-2023 school year. Specifically, the purpose of this continuation is to further examine the effects of the first-grade Precision Mathematics (PM-1) intervention on the outcomes of first-grade multilingual and monolingual students who face mathematics difficulties. PM-1 is a small-group intervention comprised of eight units (40 lessons) that provide first-grade students opportunities to apply and improve their understanding of whole numbers and operations and engage in purposeful mathematics discourse in the context of real-world science-based activities.

This study is funded by the National Science Foundation (Grant: 2010550).

In support of this research, the MCPER team and CISD agree to the following:

The **MCPER** will:

- Communicate with elementary schools and first-grade teachers who agree to participate in the study
- Obtain teacher consent with participating first-grade teachers
- Observe all district and school policies
- Assist district in identifying district-employed interventionists to teach PM-1 groups
- Initiate parent and student written consent process
- Screen all first-grade students in participating CISD first grade classrooms using the first-grade Assessing Student Proficiency in Early Number Sense (ASPENS; Clark et al., 2012) measure, an early number sense assessment.
- Based on ASPENS screening scores, randomly assign 8 eligible students per first-grade classroom at participating schools to one of two study conditions, PM-1 or control condition
- Assist district/schools with scheduling of PM-1 groups
- Administer pre- and post-test mathematics assessment battery to students in the study
- Provide PM-1 focused professional development to district-employed interventionists and subsequent a professional development workshop mid-way through the intervention
- Provide the PM-1 intervention materials at no cost
- Provide ongoing coaching and support of PM-1 interventionists
- Conduct observations of intervention groups and core mathematics instruction in participating classrooms
- Collect daily audio recordings of lesson implementation
- Provide \$500 stipend to participating teachers
- Administer teacher and interventionist surveys
- Provide reimbursement or payment to district for intervention time of district-employed interventionists (1 hour per lesson for each intervention group) at a rate of \$23.50 per hour
- Protect the privacy and confidentiality of all participants and their data

- Agree to comply with all requirements of the Family Educational Rights and Privacy Act (FERPA) and with all rules and guidelines stipulated in their agreement with the university Internal Review Board (IRB)
- Report study findings to district and school personnel

The **CISD** will:

- Identify and assign appropriately aligned duties to identified PM-1 interventionists
- Coordinate initial communication between MCPER team and participating campuses and first-grade teachers
- Coordinate and support study activities, including the scheduling of PM-1 groups
- Allow participating teachers to distribute and collect parent consent forms
- Allow MCPER to screen first-graders in participating classrooms
- Provide space at each participating campus for PM-1 instruction to take place
- Allow MCPER team to observe intervention groups and participating classrooms
- Allow district-employed interventionists to audio-record their daily intervention instruction
- Allow participating teachers to complete consent form and surveys regarding teaching background and classroom characteristics
- Provide student-level demographic and assessment data including: Student name, Race/Ethnicity, Gender, DOB, Grade Level, School Homeroom Teacher, Free and Reduced Lunch Status, LEP Status (e.g., ESL, LEP, ELL), Special Education Status, Special Education Category, retention data, TELPAS scores for kindergarten and first grade years, and students' BOY, MOY, EOY district math and reading scores.

Any modifications to the current agreement will be submitted and discussed between the MCPER team and the Canutillo ISD team prior to any proposed changes. The agreement will be effective as of date signed and will remain active for 1 year thereafter.

This agreement can be terminated by either entity by providing not less than sixty (60) days advance written notice.

Nothing in this Agreement is intended to nor shall it operate to confer any third-party beneficiary rights in favor of any person or entity.

Agreed by:

Christian Doabler, Ph.D.  
Principal Investigator, Precision Mathematics First Grade Study

District Representative

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## 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

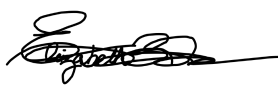
Staff Responsible:

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

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

\_\_\_\_\_  
*Business Services Approval (Initials)*

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



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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):



# Terms of Service and Privacy Policy Agreement

## LearnPlatform and Canutillo ISD

As part of an agreement between the Texas Education Agency and LearnPlatform, LearnPlatform will conduct Rapid Cycle Evaluations for Canutillo ISD. The engagement’s expected timeline is **March, 2022 - August, 2023**.

Rapid Cycle Evaluations are conducted with district data, some of which is considered confidential or sensitive information. LearnPlatform’s [Privacy Policy](#) and [Terms of Service](#) describes the handling, storage, and use of this data and are hereby incorporated into this agreement.

The LearnPlatform Account Manager for this engagement is Erin Curran, Director of Customer Success. [Erin.Curran@learnplatform.com](mailto:Erin.Curran@learnplatform.com)

The point of contact at Canutillo ISD is Yirah Valverde Flores, [yvalverde@canutillo-isd.org](mailto:yvalverde@canutillo-isd.org).

As a participant, Canutillo ISD agrees to LearnPlatform’s [Terms of Service](#) and [Privacy Policy](#).

### Canutillo ISD

**Name:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

**Date:** **3/24/22**

**LearnPlatform, Inc.**

**Name:** Dan Najjum

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**Title:** CFO

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**Signature:**

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**Date:** 3/24/22



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## Privacy Policy

Updated:  
August 12,  
2021

This Privacy Policy applies to visitors of our website at [www.learnplatform.com](http://www.learnplatform.com) (the "Site") the LearnPlatform software as provided at the Site, and extensions, software or add-ons provided by us for use with the LearnPlatform (collectively the "Platform") and any other products, services, mobile applications and websites offered by LearnPlatform, Inc. ("Lea(R)n", "us" or "we") related to the platform. This Privacy Policy applies to all information you may provide to us through the Platform or our website. Some of the terms used, but not defined, in this Privacy Policy are defined in our Terms of Service.

If you have any questions about this Privacy Policy, please feel free to contact us at [privacy@learnplatform.com](mailto:privacy@learnplatform.com).

Any capitalized terms not defined in this Privacy Policy shall have the meaning attributed to them in the Terms of Services for the platform. The terms "you," "your," "user" and similar terms refer to end users of our Platform including school systems; schools; individual teachers or educators; or students accessing the platform as a part of a school or district; and Technology Providers using the Platform to provide information concerning its Educational Tools. Individual students should only access the Platform as part of a School and any authorizations or consents provided pursuant to this Agreement shall be on behalf of the school or district. Individual students should only access the platform via the Student Chrome extension, which should only be installed by, or at the explicit direction of, School staff. LearnPlatform is designed to only be used for a valid educational purpose to support greater insights into technology use that supports teaching and learning.

In order to make the Platform work, we need to collect certain personal information from our users. However, we also understand users may have some questions about how we use and maintain their information and how they may protect and control their privacy. This Privacy Policy describes the information we collect and how we will use and disclose such information. We want our users to feel comfortable using and sharing information on our Platform and hope to become part of your academic professional community.

## The Platform



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request.

## Information of Children



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## Terms of Service

Updated: January  
21, 2021

Welcome to our Site and the LearnPlatform, the online platform for educators to organize their education technology, share their insights, streamline processes for their organizations and analyze the impacts of educational technology, tools and products (“Educational Tools”) and for providers of Educational Tools (“Technology Providers”) to receive information, respond to requests from educators and streamline processes concerning their Educational Tools. The Site and the LearnPlatform are provided by LearnPlatform, Inc. We've put together here some detailed terms and conditions (the “Terms”) to clarify expectations and to set out our respective rights and obligations relating to your use of the Platform. These Terms along with our [Privacy Policy](#), are also a resource for you to get a deeper understanding of how we use information and data we collect, and what your rights and our obligations are with respect to that information. You should read and understand them, as they govern your use of the Site and the Platform and specify our mutual obligations. The [Data Processing Agreement](#) (“DPA”) also provides information about how we process data but the full rights of the Data Processing Agreement only extend to Users coming from a school or district that has an executed contract with Lea(R)n.

The terms “Lea(R)n” “Company”, “we”, “us” “our” and similar terms refer to LearnPlatform, Inc. The term “Community” refers to our online community of educators, technology companies and other stakeholders in the educational field available through the Site and the LearnPlatform. A “School Community” refers to a subset of the Community affiliated with a specific School. The terms “you,” “your,” “User” and similar terms refer to end users of our Platform within the Community. The term “Site” or “Platform” refer to our website at [www.learnplatform.com](http://www.learnplatform.com), the online LearnPlatform as provided to Communities and Users at [www.learnplatform.com](http://www.learnplatform.com) and any extensions, software or add-ons provided by us for use with the LearnPlatform or such other website(s) or mobile applications designated by us. Users of the Platform can access the platform via a Chrome extension; adult users of the Platform have the option, but not the requirement, to create an account on the web site at [learnplatform.com](http://learnplatform.com). “Terms” or “Agreement” refers to these Terms of Service, as may be amended from time to time by us. “Technology Providers” refers to technology providers who may make Educational Tools available to our Community for review, evaluation and/or purchase. Other capitalized terms may be defined below in these Terms.

## Acceptance of Terms of Service



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Please note that these Terms may change from time to time. We will post any changes to our Terms on the Platform and our website and, if the changes are material, we will provide a more prominent notice (such as email notification). When we update the Terms, we will note the date of its most recent revision.

Your continued access to or use of the Platform after we have posted changes to the Terms as set forth above and have otherwise complied with the applicable laws regarding changes in the notice, will indicate that you agree to be bound by such changes. If you do not agree with such changes, you should cease accessing or using the Platform and seek the deletion of your information by contacting us as described above in the Privacy Policy. When we make changes to our policy, we will make a good faith effort to provide two weeks' notice of material changes to these policies before the updates come into effect. While we reserve the right to make changes as needed without advance notice (for example, to comply with state or federal statute) we will make a good faith effort to provide advance notice of updates.

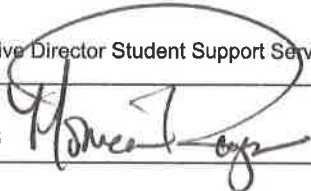
## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: **Approval of Interlocal Agreement between El Paso MHMR D/B/A Emergence Health Network and Canutillo ISD**

**Justification Statement:** This Interlocal Agreement is a partnership between Canutillo ISD and Emergence Health Network to provide school based behavioral health services and counseling to CISD students.

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

Staff Responsible: Dr. Monica Reyes, Executive Director Student Support Services

*Signature of Requester(s)*  
Dr. Monica Reyes  5/20/22

*Signature of Presenter(s)*  
Elizabeth B. Sida 6/14/2022

*Business Services Approval (Initials)* *Date*

### Agenda Summary:

Student Support Services is requesting approval of the Interlocal Agreement by the Board of Trustees to allow Emergence Health Network to provide school based behavioral health services to CISD students and families. Based on the students' referral and needs, Emergence Health will provide counseling and services at their school campuses for convenient accessibility and to maintain attendance at school.

Administration recommends that the Board of Trustees approve the Interlocal Agreement with Emergence Health Network.

### RECOMMENDATION:

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

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:  
Student Support Services

CONSEQUENCES OF NON-APPROVAL:  
CISD students and families will not receive the school based behavioral health services and counseling.

IMPLEMENTATION TIMELINE:  
Beginning school year 2022-23 and ending school year 2024-25.

ATTACHMENT(S):  Interlocal Agreement with Emergence Health Network. Exhibit A-C



**INTERLOCAL AGREEMENT  
BETWEEN  
CANUTILLO INDEPENDENT SCHOOL DISTRICT  
AND  
EL PASO MHMR D/B/A  
EMERGENCE HEALTH NETWORK**

**FOR SCHOOL BASED BEHAVIORAL HEALTH SERVICES**

This Interlocal Agreement (“Agreement”) is entered into on July 1, 2022 (“Effective Date”), by Canutillo Independent School District (“CISD”) and El Paso MHMR d/b/a Emergence Health Network (“EHN”), the Local Mental Health Authority (“LMHA”) for El Paso County, Texas, collectively referred to as the Parties.

**WHEREAS**, EHN and CISD are partnering to offer current CISD students who receive services from EHN the option to receive behavioral health services at their school campus;

**WHEREAS**, EHN and CISD wish to establish and define their respective responsibilities for the provision of counseling, campus use, and support services for students, families, and unaccompanied homeless students;

**WHEREAS**, EHN and CISD will cooperate to plan, develop, and implement support services within their respective spheres of authority and responsibility for unaccompanied homeless youth in order to conserve public funds and promote efficiency in the rendering of services; and

**WHEREAS**, CISD is allowing EHN to provide services on CISD campuses only to make the services more convenient and accessible for students, but CISD does not itself provide these services, nor does it endorse, recommend, oversee, approve, or otherwise control these EHN services. EHN alone provides the services which are separate and apart from the educational services offered by;

**NOW THEREFORE**, in consideration of the mutual promises herein contained, the Parties adopt the above recitals and agree as follows:

**I. Interlocal**

- A. The Texas Interlocal Cooperation Act, Government Code, §791.001, et seq. allows local governments to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of, and as authorized by, the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

## **II. Consideration**

- A. This Agreement outlines the roles of each party in facilitating school based, full-scope behavioral health services provided by EHN. Consideration for the Agreement consists of the services/resources provided by each of the Parties as described below, all of which will enhance and make accessible mental health services for students and families in the CISD and EHN community, to the mutual benefit of both Parties.

## **III. CISD Services and Responsibilities**

- A. Within ten business days of the Agreement's Effective Date, CISD shall provide EHN with the name and contact information of the CISD counseling and advising staff person designated as the responsible CISD liaison to EHN.
- B. CISD liaison shall work with EHN staff to start the EHN case management and counseling program at all CISD schools. CISD will work with EHN for potential expansion of sites as needed, consistent with available resources for each of the Parties.
- C. CISD will work with EHN to set up:
  - 1. Provide appropriate space (room/office) with record storage at each school campus where EHN will serve students and provide behavioral health services (school-based center). CISD will provide a key for the EHN school-based center to EHN staff only, if needed.
  - 2. For the duration of the program, EHN is responsible for ensuring the EHN school-based center and record storage comply with the Health Insurance Portability Accountability Act ("HIPAA"). The EHN school-based center should allow for confidential interviews; have limited exposure, i.e. windows; have a desk, small table, four chairs; and be made available to EHN Monday through Friday. When school is closed for any reason, EHN will not access the school-based center.
  - 3. Provide space within the school-based center where EHN can set up a secure file cabinet for storage of files related to case management. EHN will keep working files for each student in a locked cabinet in the school-based center. As cases are closed, files will be transported to an EHN non-campus location and securely stored.

4. Provide housekeeping/maintenance for the EHN school-based center during its hours of operation when EHN staff is present (with no students).
5. Provide access to CISD WiFi for EHN to access EHN portal.
6. Provide EHN with space for small copier to be kept in the workspace, which copier will be provided by EHN or the site will allow the EHN to make copies on the site's copier.
7. Other than the school-based center and initial referral, no CISD email, phone, devices, staff or other resources will be used by or for EHN in conjunction with arranging and providing EHN services.
8. Provide a referral process for students and families about EHN services.

Further:

9. If based upon the presentations and information CISD has received from EHN regarding its services, a student appears to be an appropriate candidate for the program, the CISD school counselor, social worker or case manager will contact the parent/guardian to provide information about the program. If interested, the parent/guardian will sign the EHN referral form. The school counselor, social worker or case manager will submit the referral form to EHN for review and staff assignment. EHN will conduct an intake that includes the student and the parent/guardian to determine type and level of service needed. (See Referral Process Flowchart attached, **Exhibit B**.) In addition, the AC+ION process will be followed when working with CISD students. (Attached as **Exhibit C**)
  10. The referral process will include written release of information and/or disclosure of records. EHN shall request authorization in writing from the student and their parent or guardian, as applicable, to release any information to the school, using the CISD Release of Confidential Information.
- D. CISD liaison shall facilitate access to CISD staff through various communication methods (newsletters, fliers, meetings, electronic mail, electronic media, etc.) to educate and inform CISD staff, students and families about EHN counseling services and other EHN services for vulnerable youth and families (such as street outreach, emergency shelter for homeless and runaway youth ages 11-17, housing for youth and young adults, counseling for crime victims, foster care, and foster care for victims of sex trafficking).
- E. To build early patient volume, CISD shall work with EHN to facilitate on-campus services for students, currently receiving treatment from EHN at outpatient locations, who are interested in receiving these services on CISD campuses.

- F. CISD will coordinate with EHN staff to provide services for students before school, after school, or with parental consent limited pull-out during selected periods (e.g. electives, advisory, community circle, etc.) with campus input to minimize disruption for the students and campus. Service hours will be clearly noted on all EHN promotional items.
- G. CISD acknowledges EHN is responsible to bill and receive reimbursement from any third party pay source for any services provided pursuant to this Agreement. Under no circumstance will CISD be responsible for payment of any EHN service received by a student or family through this program. CISD does not claim any rights to reimbursement that EHN may receive from third parties for services provided pursuant to this Agreement.
- H. Should EHN seek funding opportunities through grants or other mechanisms for expanding the school-based program on CISD campuses, CISD will assist with these efforts by providing letters of support when requested.

#### **IV. EHN Services and Responsibilities**

- A. Within ten business days of the Agreement's Effective Date, EHN shall provide CISD with the name and contact information of the EHN staff person designated as the responsible EHN liaison to CISD.
- B. EHN shall provide written materials in both English and Spanish for CISD distribution and make at least one presentation per month throughout CISD, in locations agreed upon by EHN and CISD, in order to educate and inform CISD staff, students and families about EHN behavioral health services and other support for at-risk, runaway, homeless, and victimized youth.
  - 1. EHN will collaborate with CISD and other project partners to ensure the linkage and delivery of services that respond to student and family needs (including, but not limited to, social services and mental health services).
  - 2. On a quarterly basis, EHN agrees to submit statistical information to CISD identifying the number of students referred, the number of assessments made, and the number of students receiving services. An EHN summary of program activities for the school year will be submitted annually by May 30th and will include aggregate student information required for service delivery, program planning, research and evaluation purposes, in accordance with and to the extent allowed by the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99) and other applicable law.
  - 3. With parental consent, CISD and EHN will collaborate in clinical information exchange with the goal of creating an inter-disciplinary approach between the school system, the mental health providers and the home. EHN staff will participate in AC+ION meetings and other student focused meetings such as

Student Study Team (“SST”), 504 and Admission, Review, Dismissal (“ARD”) meetings.

- C. EHN specifically agrees that none of its materials or representations will indicate or imply any relationship between the services of the respective Parties other than those specifically delineated in this Agreement. All presentations and written materials shall clearly differentiate between services of CISD and services of EHN. EHN agrees to include or post a specific and conspicuous disclaimer statement at each EHN school-based center and in all presentations and written materials as follows: **“The services of EHN are wholly separate and apart from the services provided by CISD. Although some students may be served by EHN on CISD campuses, CISD does not endorse, recommend, oversee, or approve the services provided by EHN.”**
- D. EHN shall ensure its staff is appropriately screened and trained (to include criminal screening required by law) in order to be on CISD campuses and have the credentials appropriate for the services performed as dictated by this Agreement, EHN funding requirements, and operating standards.
  - 1. EHN will provide CISD liaison with copies of EHN staff credentials, resume, and background verification. These records will be updated annually.
  - 2. EHN will follow established CISD referral protocols for case management, e.g. CPS reporting, suicide outcry, etc. EHN staff will collaborate with campus counseling and administration teams, social workers and other Student Support Services staff for appropriate CISD protocols.
- E. EHN shall assign at least one employee with the appropriate clearance, education, experience, licensing, and/or certification(s) to provide on-campus assessment, therapy, skills training, and family support services to CISD students referred to EHN. Should patient volume dictate, EHN shall, with CISD input, assess and adjust EHN staffing for the services.
- F. EHN shall provide the full scope of behavioral health services to students at the designated school-based center, before school, after school, or limited pull-out with parental consent during selected periods (e.g. electives, advisory, community circle, etc.) with campus input to minimize disruption, while ensuring compliance with HIPAA and other applicable law. Either on CISD premises or at EHN clinical locations, EHN will offer counseling services with a full menu of services up to and including telepsychiatry.
  - 1. EHN agrees that any information obtained concerning students served by EHN will remain confidential. EHN agrees not to disclose any information concerning said persons without written authorization from the student/parents/guardians, and only for purposes directly connected with the administration of the services, or as may be required by applicable law, such as

HIPAA, FERPA, Mental Health and Developmental Disabilities Confidentiality Act, mandated abuse and neglect reporting.

- G. EHN shall provide services to students, to the extent the student's legally authorized representative (or in the case of a student treated as an adult, the student him/herself consents to services) and EHN determines services to be appropriate. EHN shall not provide services to any student who refuses services or whose legally authorized representative does not authorize services.
- H. EHN shall collect referral and consent forms each school year for students to receive services as further described in section N below.
- I. EHN shall ensure its staff is present at each school-based center to tend to students and families who receive services pursuant to this Agreement.
- J. EHN shall minimize disruption for the student and campus when providing services pursuant to this Agreement. Service hours will be clearly noted on all EHN promotional items.
- K. EHN shall accommodate families that prefer to receive services at EHN's non-campus locations and accommodate, subject to any legal restrictions, families with CISD students who are homebound.
- L. EHN acknowledges it is responsible to bill and receive reimbursement from third party pay sources for any services provided pursuant to this Agreement. **EHN RELEASES AND HOLDS CISD HARMLESS FROM PAYMENT FOR ANY EHN SERVICE RECEIVED BY A STUDENT OR FAMILY THROUGH THIS PROGRAM.** EHN's billing for services (professional and technical components) will include the specific street address as recorded by the United States Postal Service for any school-based locations. The notation of the school address on any payment information is for administrative purposes only and does not entitle CISD to any of the funding obtained by EHN for services.
- M. EHN may periodically provide training in mental health to CISD students, parents, and/or educators and staff as part of this program and as appropriate for specific populations. EHN will collaborate with CISD to tailor trainings (e.g. social and emotional development, educational information about risk and protective factors for mental health, substance abuse and violence prevention). Mental health services will include access to mental health awareness and literacy by way of training and/or presentations. These trainings will clearly indicate the services are provided solely by EHN and are separate and distinct from services provided by CISD. Any written components of the training will include the disclaimer listed in section IV. C. above.
- N. EHN will provide parents or adult students accepting its services on CISD campuses with a consent form allowing disclosure of confidential information

between CISD and EHN regarding the provision of EHN services and any educational services that CISD may want to consider on behalf of the student(s). If the parents /adult students sign the consent, EHN will promptly provide this consent form to the CISD liaison. New consents will be generated and offered by EHN for each school year applicable under this Agreement. **PARENTS WILL SIGN THE CISD CONSENT TO EXCHANGE/RELEASE CONFIDENTIAL INFORMATION FORM.**

- O. Other than consents for disclosure of confidential information as stated in section N above, EHN will not be provided access to confidential student records maintained by CISD.
- P. EHN agrees to ensure that parents/adult students are provided and agree to the “Acknowledgement and Agreement to Scope of Emergence Health Network Services” prior to the provision of any services by EHN, which acknowledgement is incorporated as **Exhibit A** to this Agreement.

## **V. Confidentiality**

- A. The Parties shall abide by strict confidentiality regulations that govern the release of information and shall not disclose to a third party/outside entity the identity of a victim and/or specifics regarding the victim’s circumstances unless required to do so by state or federal law, without written consent of the victim or victim’s parent or legal guardian. After the victim or victim’s parent or legal guardian has signed a consent form for the release of information, the Parties may release information for the purposes of referral, treatment, intervention, service/service coordination.
- B. EHN, its employees and personnel shall maintain confidentiality of patient information as required by applicable law, including HIPAA.
- C. EHN agrees that if it receives information or records concerning any student, it shall not disclose the same except as permitted by FERPA. EHN further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, “Criminal History Record Information Review of Certain Contract Employees,” any applicable rule(s) adopted by the Texas Commissioner of Education, CISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs services under this Agreement.
- D. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Chapter 552, Texas Government Code.

## **VI. Term and Termination**

- A. This Agreement will be in effect for THREE (3) years beginning on July 1, 2022, and ending on June 30, 2025, subject to any limitations set forth herein, unless

terminated in accordance with this section. This Agreement may be extended beyond the original term by a mutual renewal written agreement signed by Parties.

**B. Termination:**

1. Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.
2. CISD may terminate this Agreement with thirty (30) days written notice for convenience or should space /resources no longer be available to house the EHN services.
3. This Agreement may be terminated by mutual written agreement of the Parties upon such terms as agreed.
4. Parties may immediately terminate this Agreement for cause pursuant to breach of any term of this Agreement.

**VII. Contractual Relationship**

- A. Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the parties hereto. Each party retains the right to conduct its business as it sees fit. EHN (and its employees) shall, at all times, be deemed an independent contractor.

**VIII. Reservation of Rights, Immunity and Governmental Function**

- A. The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign /governmental immunity or similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on CISD or EHN not permitted by applicable law shall be enforceable.

**IX. General Provisions**

- A. Disputes. If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

- B. Amendment and Assignment. Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void and shall be deemed a material breach of this Agreement.
- C. Entire Agreement. This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.
- D. Notice to Parties. Any notice required by this Agreement shall be given by prepaid first-class certified mail, return receipt requested to:

CISD at:

Dr. Monica Reyes  
Executive Director Student Support Services  
Canutillo ISD  
P.O. Box 100  
Canutillo, TX 79835

With a copy to:

EHN at:

Kristi D. Daugherty  
Chief Executive Officer  
Emergence Health Network  
201 E. Main, Suite 600  
El Paso, Texas 79901

or such other address as later provided by a party through written notice to the other party.

- E. Choice of Law and Venue; Statute of Limitations. For the purpose of determining the place of agreement and the law governing same, this Agreement is entered into in the County of El Paso, State of Texas and shall be governed by the laws of the State of Texas. The laws of the State of Texas shall govern in determining any evidentiary privileges claimed by the parties. Venue for all causes of action arising from or in connection with this Agreement shall be in El Paso County, Texas. The parties agree that the statute of limitations as prescribed under Texas law, including but not limited to Texas Civil Practice and Remedies Code chapter 16 (herein, the “Statute of Limitations”), shall govern. Any language prescribing a period less than

the Statute of Limitations shall be of no effect.

- F. No Indemnification. The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.
- G. Binding Effect. This Agreement, and every provision thereof, shall be binding upon and shall insure to the benefit of the Parties and their respective successors and permitted assigns.
- H. No Waiver. The consent or waiver, express or implied, by a party to a breach of any provision, or the failure, or apparent failure, of either party at any time to require performance by the other of any provision of this Agreement, shall in no way affect the right of such party to require performance of that provision or any other provision of this Agreement.
- I. Mutual Negotiation. This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.
- J. Contract Language. Wherever the context shall require, the singular shall include the plural, and the female gender shall include the male, the neutral, and vice versa. This Agreement may be executed in original or facsimile signatures, in multiple counterparts. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- K. Severability. All agreements and covenants contained in this Agreement are severable. Any provision, or part thereof, of this Agreement held by a court of competent jurisdiction to be illegal, invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision, or part thereof, so held to be illegal, invalid or unenforceable. In lieu of any provision so held, there will be added a provision that preserves the intention of the unenforceable provision and complies with the law.
- L. Warranty of Capacity to Execute Contract. The person signing this Agreement on behalf of each party warrants they have the authority to do so and to bind their respective party to this Agreement.
- M. Survival. A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.
- N. Public Information Act. EHN is a political subdivision of the State of Texas and is governed by the Texas Public Information Act, Chapter 552, Texas Government Code. The Parties acknowledge and agree that EHN shall only be obligated to

perform its duties under this section and this Agreement in compliance with the Texas Public Information Act. To the extent to which some duties hereunder are not in conformity with the requirements of the Texas Public Information Act, EHN shall be relieved of said duties without penalty or further liability. In the event either party receives a request under the Texas Public Information Act for Confidential Information it shall immediately notify the other party and confer on whether disclosure should be opposed. It is expressly agreed that EHN may request a determination from the Attorney General of the State of Texas in regard to the application of the Texas Public Information Act to the requested information and whether the information is to be made available to the public. It is further agreed that EHN, its officers and employees shall have the right to rely on the determinations of the Texas Attorney General, and that EHN, its officers and employees shall have no liability to CISD for disclosure to the public in reliance on a decision by the Attorney General. Nothing in this agreement shall require EHN or CISD to violate the terms of the Texas Public Information Act.

- O. Force Majeure. Neither party shall be responsible for any delay, damage, failure, or inability to perform resulting from causes not within the control of the party and which the party is unable to prevent through reasonable diligence.

**[SIGNATURES FOLLOW ON NEXT PAGE]**

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

**CANUTILLO INDEPENDENT SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**EL PASO MHMR D/B/A  
EMERGENCE HEALTH NETWORK**

\_\_\_\_\_  
Kristen Daugherty, LCSW-S, LISW-S, MBA  
Chief Executive Officer

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

**EXHIBIT A**

[CISD Letterhead]

**Acknowledgement and Agreement to Scope of Emergence Health Network Services**

I have opted to access the services of Emergence Health Network (“EHN”) to provide counseling services on behalf of my child \_\_\_\_\_ on \_\_\_\_\_ campus, or on behalf of myself as an adult student. I acknowledge these services are provided by EHN alone and are separate and apart from the educational services offered by Canutillo ISD (CISD). I understand that no employee/employer relationship exists between CISD and EHN, and CISD does not endorse, recommend, oversee, approve, or otherwise control these services. I understand that EHN is providing services on CISD premises only in order to make the services more convenient and accessible for me and/or my child.

Additionally, if I have signed a consent form to allow CISD to permit disclosure of confidential information with EHN, I understand and agree this consent does not create an obligation or guarantee of the frequency, nature, or extent of the collaboration between CISD and EHN. Furthermore, I understand that CISD will not be incorporating EHN’s methodology into my child’s (my) education at Canutillo ISD.

I further acknowledge the presence of EHN on my child’s (my) campus to provide separate and independent counseling services does not mean CISD believes counseling services are required for my child (me) to receive an education from CISD. If I believe that my child needs (I need) counseling or other support services from CISD, I will contact \_\_\_\_\_ at \_\_\_\_\_.

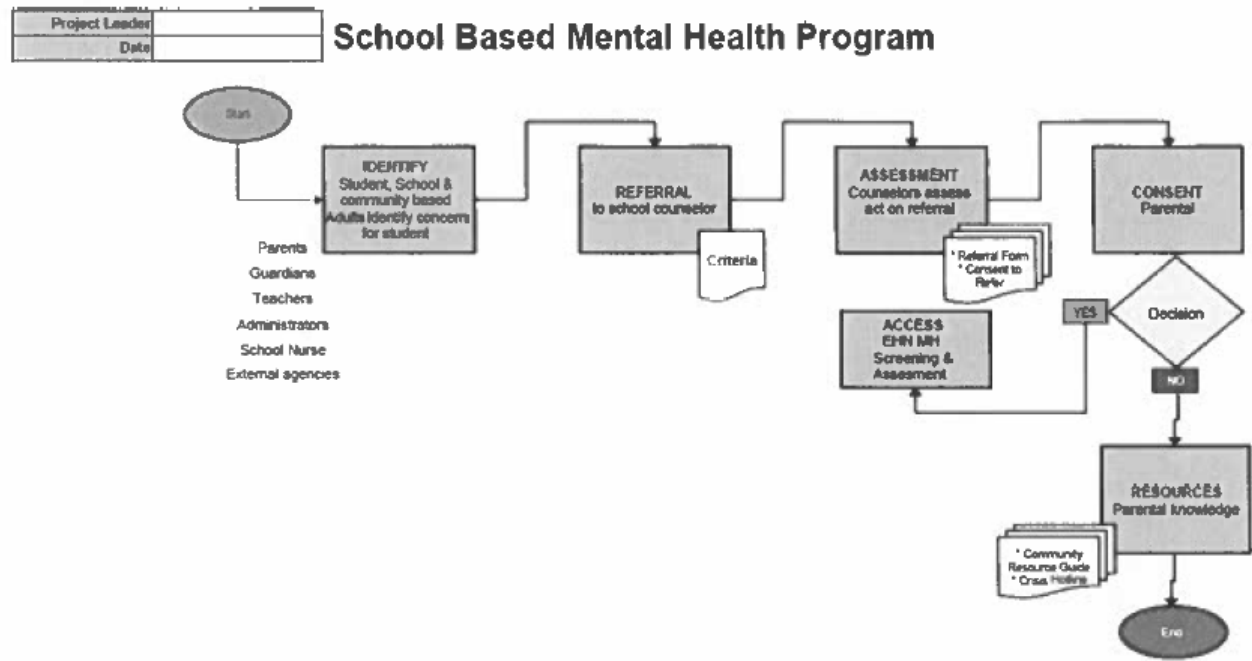
I hereby consent and agree to my student’s (my) participation in this service, and I acknowledge that I have read and understand the parameters of this service. Furthermore, in consideration for this opportunity, I hereby release and disclaim any and all claims or causes of action against CISD, including its employees, officers, agents, and assignees arising from my child’s (my) participation in the EHN counseling services, and I agree that CISD does not endorse or recommend these services for my child’s (my) education.

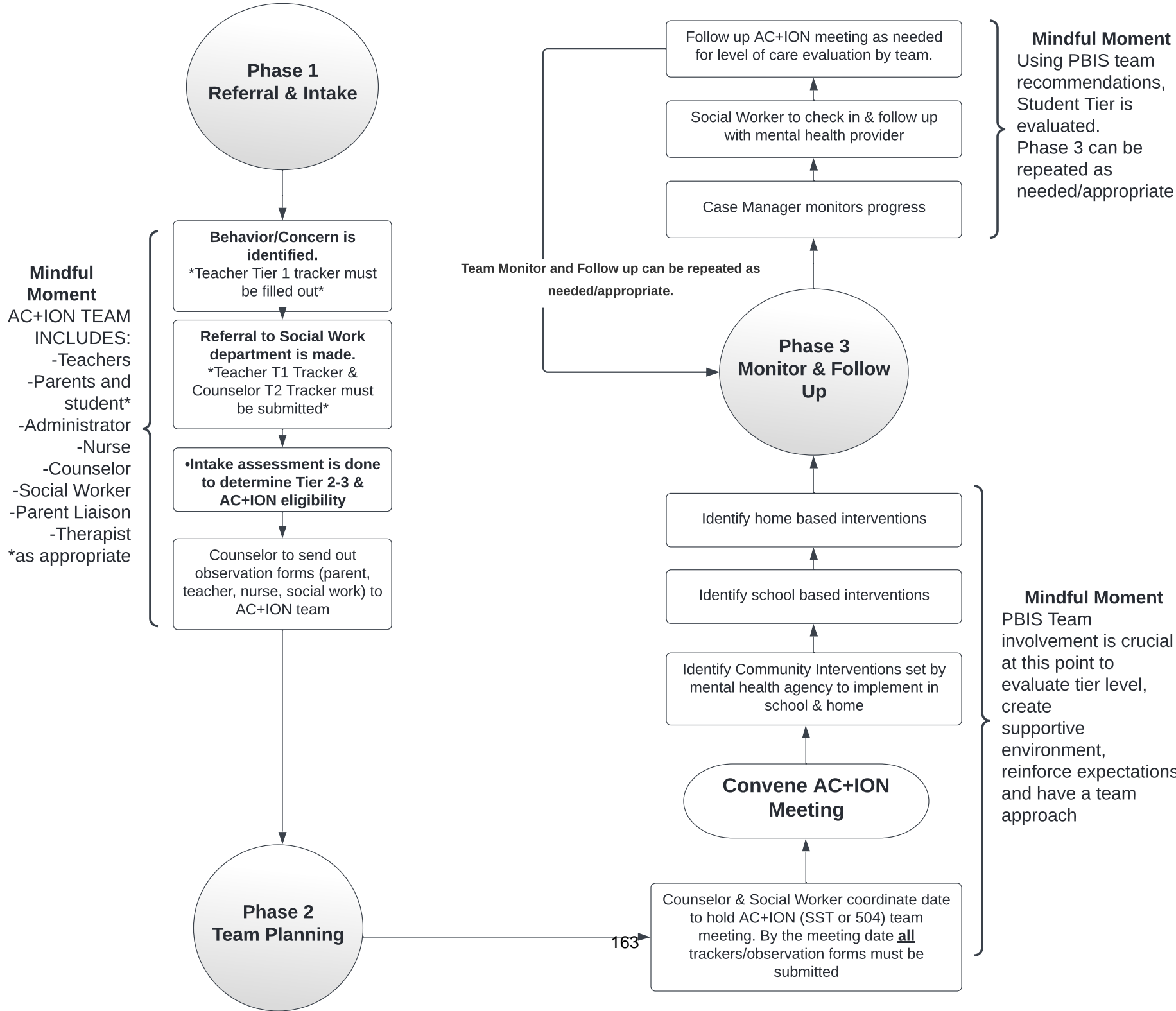
Name of Parent/Adult Student

\_\_\_\_\_ Date

Signature of Parent/Adult Student

# PROCESS FLOWCHART





## Executive Summary of Board Agenda Item

Approval of Memorandum of Agreement for El Pasoans Fighting Hunger Food Bank and Canutillo ISD

Subject/Title for Agenda Posting:

Justification Statement: This MOA is a partnership between Canutillo ISD and El Pasoans Fighting Hunger Food Bank to provide food resources through food distribution drives to help end hunger in our Canutillo community.

Purpose of Agenda Item:

Information  Discussion  Action

Item Type:

Curriculum & Instruction  Human Resources  Business Services

Staff Responsible:

Dr. Monica Reyes, Executive Director Student Support Services

Signature of Requester(s)

Dr. Monica Reyes

5/20/22

Signature of Presenter(s)

Elizabeth B. Sida

6/14/2022

Business Services Approval (Initials)

Date

### Agenda Summary:

Student Support Services is requesting approval on the MOA by the Board of Trustees before the food distribution services can continue to be provided to our students and their families on a regular schedule. Food drive distributions will be held at different school locations to allow various areas of the community to seize the opportunity to receive food and assist our families.

Administration recommends that the Board of Trustees approve the El Pasoans Fighting Hunger Food Bank MOA.

### RECOMMENDATION:

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

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:  
Student Support Services

CONSEQUENCES OF NON-APPROVAL:  
CISD students and families will not receive the food resources provided by the Food Bank.

IMPLEMENTATION TIMELINE:  
School year 2022-23 until agreement is nullified

ATTACHMENT(S): ✓ Memorandum of Agreement for the El Pasoans Fighting Hunger Food Bank





## MEMORANDUM OF AGREEMENT

Between  
**Canutillo ISD Student Support Services**  
P.O Box 100  
7000 Fifth St.  
Canutillo, TX 79835  
and  
**El Pasoans Fighting Hunger Food Bank**  
9541 Plaza Cir.  
El Paso, Texas 79927

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This Memorandum of Agreement certifies that El Pasoans Fighting Hunger Food Bank, hereafter referred to as the Food Bank, has accepted the membership application of the above nonprofit organization, hereafter referred to as the Partner, for the purpose of helping to end hunger in their respective community. This partnership is subject to the following conditions and agreements.

### 1. Duration and Termination

- 1.1. This agreement shall become effective on **July 1, 2022** and shall terminate at such time either party desires to nullify this agreement.
- 1.2. The Partner or the Food Bank may terminate, suspend, or refuse to renew this agreement at any time by giving thirty (30) days notice in writing to the other of its intent. In addition, the Food Bank may terminate, suspend, or refuse to renew this agreement if there is a material failure to comply with the conditions set forth in this agreement.

### 2. The Food Bank will:

- 2.1. Seek food resources and develop an expanding relationship with donors on behalf of the Food Bank and participating partners.
- 2.2. Assume the cost required for freighting, processing, storing, and protecting the food until Partner Agency reception.

- 2.3. Provide and maintain a distribution center for food storage and distribution, following strict local, state, federal and Feeding America guidelines, for insurance, as well as other purposes.
  - 2.4. Distribute timely reports to participating Partners regarding status of Partner, such as invoice, monthly statements, and Partner training.
  - 2.5. Refrain from interfering with the internal affairs of Partners except as they relate to this agreement.
  - 2.6. Prepare Partner orders for pick up or delivery, according to the needs of the participating Partners and availability of food at the time of order, and promptly notify Partner of any changes or issues. i.e. late deliveries, delivery date changes, etc.
  - 2.7. Maintain a supportive relationship with Partners, food donors, and community. Recognize state and national food bank programs. Recognize donor restrictions and regulations including USDA Commodities.
  - 2.8. Provide a nutritional blend of product and co-operative purchase product to assist Partners in providing services to their clients.
  - 2.9. Account to donors by maintaining records of receipting, inventorying, processing, and distributing each pound of food issued from Food Bank warehouses.
  - 2.10 Provide and maintain a donor liability insurance policy.
3. The Partner will:
- 3.1. Serve a needy population and have guidelines, in writing, that have been approved by the Food Bank to determine client eligibility for food and apply these guidelines to all individuals alike.
    - 3.1.1. Maintain an active feeding program with scheduled distribution times, and furnish the times to the Food Bank for informing prospective clients seeking assistance; and notify the Food Bank of any changes in distribution times and organizational changes.
    - 3.1.2. Not SELL, BARTER, EXCHANGE, or offer any of the food for anything of service or value. All food will be distributed within the States of Texas.
    - 3.1.3. Civil Rights training is mandatory for all Partners and the Food bank must obtain a copy of Certificate of Completion for Civil Rights Training annually. The Food Bank will provide website for training.
    - 3.1.4. Not require an individual to attend a religious or political meeting, nor will an individual be required to make a statement of faith or non-faith or pledge membership to or attend any religious or political organization before, during or after being served. Food distribution by the Partner must not be restricted to or

primarily served to a particular membership, including church membership, but will be open to the public. Partner will not engage in discrimination in the provision of service, against any person because of race, color, citizenship, religion, sex, gender, national origin, ancestry, age, marital status, disability, sexual orientation including gender identity or expression, unfavorable discharge from the military or status as a protected veteran.

- 3.2. Partner should maintain records so that any food received from the Food Bank can be traced to the individual who received it. This is important in case the food has to be traced due to a product recall. Maintain records of at least a name, residence mailing address, number of individuals in the family, and, if applicable, a telephone number of all clients taking food from the Partner. Maintain a separate listing of client by date served if Partner is an onsite feeder. Treat client application and written records as confidential, keeping all records onsite, under control, with limited access. Maintain record of means-tested applications and Food Bank receipts onsite for three (3) years from the end of the program year per Internal Revenue Service (IRS) and Texas Department of Human Services (TDHS) requirements.
  - 3.2.1. If Partner is receiving United State Department of Agriculture (USDA) product, they must comply with TDHS and USDA Civil Rights Guidelines, reporting, etc.
  - 3.2.2. Submit required monthly statistical information documenting families/people or individuals/meals and submit to the Food Bank between the 1<sup>st</sup> and 5<sup>th</sup> of the month for reporting of the prior month. Monthly statistics may be submitted on Food Bank web site. Failure to submit statistics will result in Partner being **PLACED ON HOLD** and the Partner will not be allowed to receive food until matter is rectified.
  - 3.2.3. Coordinate with other food distribution and feeding programs in order to minimize abuse.
  - 3.2.4. Complete and submit the following required documents to the Food Bank: 1) memorandum of agreement, 2) Partner information form, and 3) proof of tax-exempt status. Partners must provide a current copy of Federal Tax Exemption Status under Section 501 (c) (3) of the IRS Code of 1954. Churches may provide a letter on church stationery, and signed by the minister or church official stating their 501 (c) (3) tax-exempt status. (Please note the “Church Qualifier Form” with the 14 characteristics required by the IRS to qualify as a church). The Food Bank must be notified of any change in the agencies tax status. Maintain a current proof of 501 (c) 3 status on file at all times.
  - 3.2.5. Abide by all donor restrictions and regulations as outlined by the Food Bank.
  - 3.2.6. Allow Food Bank representatives to monitor and inspect the program and food storage areas when requested on an annual basis as well as periodic announced and unannounced visits to each Partner.

- 3.2.7. Meet all local health department standards for food handling and storage, including adequate, clean, dry, and appropriate storage for all food held on the premises. Maintain clean kitchen facilities with adequate refrigeration and freezing. Keep storage areas clean and neat with no holes in the walls, floors, or ceilings with no gaps around the windows and doors or along the floorboards in order to discourage the entry of pests.
- 3.2.8. Accept food “as is” and ensure that food will be duly inspected upon delivery and found to be fit for human consumption before delivery to any other person. If not fit for human consumption, such food will be immediately destroyed.
- 3.2.9. Treat food storage or preparation areas for pests routinely or as needed, and in such a way that it does not contaminate food.
- 3.2.10. Never store food on the floor, but on shelving or storage racks which are least six inches off the floor.
- 3.2.11. Never store non-food products such as detergents, cleaning solutions, and pesticides above food or in such close proximity that these hazardous materials could contaminate the food.
- 3.2.12. Locate pantries, refrigerators and freezers separately from living quarters. Limit pantries, refrigerators and freezers to storage of Pantry food and limit accessibility only to those assigned to distribute food. Maintain daily freezers and refrigerator logs. Ensure each unit has a working thermometer.
- 3.2.13. Guarantee proper handling during transportation and storage of all refrigerated and frozen items to prevent dangerous temperature rise.
- 3.2.14. Provide prompt turn-around of food supplies and avoid stockpiling; will not re-package Food Bank product.
- 3.2.15. Designate authorized persons to receive food from the Food Bank and notify the Food Bank promptly of any changes. Provide personnel to pick up, and load/unload food at the Food Bank or other designated location. Cooperate with Food Bank staff in regard to scheduled appointment times.
- 3.3. Not share Food Bank items with other Partners or feeders that are not Food Bank member Partners. Food must not be distributed to other agencies without prior written authorization from the Food Bank.
- 3.4. Participate in mandatory Food Bank agency meetings for further communication, networking and training.
- 3.5. Assume all liability for products received from sources other than the Food Bank.

3.6. Hold harmless Feeding America Inc. and El Pasoans Fighting Hunger and the original Donor from any and all liabilities, claims, demands, losses, or damages resulting from or alleged to have resulted from (1) the donated goods or (2) from any conduct, actions, statements, or omissions of partner agency.;

3.7. Affirm and agree that Feeding America Inc. and El Pasoans Fighting Hunger and the original Donor offer no express warranties in relation to the gift of goods.

4. Amendments

This Memorandum of Agreement may be amended at any time by an agreement in writing executed by authorized representatives of the Partner and the Food Bank.

5. Severability

If any provision of this agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this agreement. The illegal or invalid provision will be deemed stricken and deleted from the agreement to the same extent and affect as if it never existed, but all other provisions will remain valid and enforceable.

6. Debarment

By signing this agreement, the sub distributing agency or site certifies that neither it nor any principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

This Agreement is not intended to waive, alter or reallocate any defense or immunity available to either party by law.

The parties whose signatures appear below attest to having the authority to enter into this agreement and agree that this agreement will become effective on the aforementioned date.

Canutillo ISD:

El Pasoans Fighting Hunger Food Bank:

\_\_\_\_\_  
Signature, Superintendent

\_\_\_\_\_  
Signature, Director of Programs

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief Operating Officer EPFH

Date \_\_\_\_\_



## OFFICE OF THE ASSOCIATE SUPERINTENDENT CANUTILLO A Premier District

**TO: Canutillo Board of Trustees and Superintendent Galaviz**

**FROM: Ms. Marnie Rocha and Ms. Sandra Carrillo**

**DATE: June 8, 2022**

**RE: Teacher Resident MENTOR Stipends**

Under the Texas COVID Learning Acceleration Supports (TCLAS) grant, Decision 5 (Residency Program Support) funds teachers who act as mentor teachers for student-teacher interns. Canutillo ISD applied for the grant and has allocated funds to pay a \$1000 stipend to individuals serving in this role.

We are requesting that the Canutillo Board of Trustees approve these stipends. The monies will be paid out of the TCLAS grant.

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

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

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P: (915) 877-7475  
F: (915) 877-7523  
[canutillo-isd.org](http://canutillo-isd.org)

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

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

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Stipends for Mentors of Teacher Residents

Justification Statement: In order to attract High Quality Mentors for student teacher residents, the district requests that these teachers be awarded a stipend for the extra duties they will encumber.

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

Staff Responsible: Marnie E. Rocha/Sandra Carrillo

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

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

\_\_\_\_\_  
*Business Services Approval (Initials)* \_\_\_\_\_  
*Date*

### Agenda Summary:

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

Canutillo ISD has partnered with UTEP to establish a teacher residency program for student teachers. Student teachers will be assigned to student teach for 10 months in Canutillo schools under the direction and supervision of a mentor teacher. The mentor teacher will oversee lesson design, instructional practices, giving effective feedback etc. This program is funded through Decision 5 of the TCLAS - Texas COVID Learning Acceleration Supports and the mentor stipend of \$1000 for the entire school year will be paid out of this grant.

RECOMMENDATION: To approve the stipends award for mentors of teacher residents.

PRIOR BOARD ACTION: None      AWARDED:      AWARDED AMOUNT:

AMOUNT(S): \$1000 dollars per school year

ACCOUNT NO(S): 279.11.6118.43.999.24 2021

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

REQUESTING DEPARTMENT:  
Academics Divison/Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:  
By not awarding stipends, the district would have a difficult time attracting High Quality teachers to serve as mentors to Teacher Residents.

IMPLEMENTATION TIMELINE:  
June 2022

ATTACHMENT(S): Academics Executive Summary



## **Resolution of the Board of the Canutillo Independent School District Regarding Mental Health Leave and Wellness Leave Benefits for the 2022-2023 School Year**

**WHEREAS**, the Board is authorized by Texas Education Code section 45.105 to expend funds of Canutillo Independent School District for purposes necessary in the conduct of the public schools as determined by the Board;

**WHEREAS**, the Board acknowledges that, as a result of the COVID-19 pandemic, District employees may be suffering from post COVID-19 sequelae in a variety of ways that directly impact individual mental health and wellness;

**WHEREAS**, the Board finds that a need exists to provide leave for employees in need of additional time off to address personal individual mental health and wellness;

**WHEREAS**, the Board concludes that providing additional paid leave to all personnel employed in leave-accruing positions, designated full-time or part-time,— in need of time off to address individual mental health and or wellness, serves the public purposes of protecting students, staff, maintaining morale, and reducing turnover;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Trustees of the Canutillo Independent School District authorizes the provision of limited and additional paid leave only during the 2022 through 2023 school year from July 1, 2022, through June 30, 2023 for personnel employed in leave-accruing positions, designated full-time or part-time — that are in need of time off to address individual mental health and / or wellness.

The authority granted by this resolution is to provide additional paid leave for all employees covered by this resolution during the 2022-2023 school year provides additional paid leave as an employee benefit unless the Board takes action to increase additional leave or authorize extension(s) of additional leave for a longer duration.

### **Additional leave is defined under this resolution as the following:**

- **Two (2) days** [a workday shall mean the number of hours per day equivalent to the employee's assignment, whether full time (8 hours per day) or part time (4 hours per day)] of additional leave for eligible employees to address Mental Health, known hereinafter as "**Mental Health Leave**";

### **AND**

- **Two (2) days** [a workday shall mean the number of hours per day equivalent to the employee's assignment, whether full time (8 hours per day) or part time (4 hours per day)] of additional leave for eligible employees to address Wellness, known hereinafter as "**Wellness Leave**".

### **In order to receive this leave benefit, eligible employees must meet the following criteria:**

1. Be employed by Canutillo ISD during the 2022 through 2023 school year – from July 1, 2022, through June 30, 2023; and
2. Employees requesting for leave under this Resolution must be current and active personnel as defined in criterion number one – may not be under any other leave status(es); example: remote work, suspension, administrative leave, FMLA, Workers' Compensation or any other leave status(es). This leave may not be used for any other purpose that is not expressly defined by this resolution and may not be considered as leave with other leave status(es); example: using this leave benefit concurrently with or additional to other leave or using this leave benefit when separating from the district; and
3. This leave is not subject to carry over nor shall unused leave authorized by this Resolution be paid to any employee upon separation of employment for any reason;
4. This leave is to be "discretionary" in nature: use of leave is at the individual employee's discretion, subject to limitations. The employee shall submit a written request for discretionary use of leave at

least two days in advance to the immediate supervisor or designee. In deciding whether to approve or deny leave under this Resolution, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the effect of the employee's absence on the educational program or District operations, as well as the availability of substitutes. Requests shall be considered granted unless the immediate supervisor or designee notifies the employee to the contrary within 24 hours of the requested absence.

Adopted this \_\_\_\_\_ (date) day of \_\_\_\_\_ (month), \_\_\_\_\_ (year), by the Board of Trustees of the Canutillo Independent School District.

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Sergio Coronado, Board President

**Attest:**

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Patsy Mendoza, Board Secretary

# Board of Trustees

Meeting Date: June 2022

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Discussion and possible action regarding a revision to the Child Nutrition Uniform Stipend for the 2022-2023 school year.

Justification Statement:

Revision to current stipend listing due to inflation and rising cost of materials.

Purpose of Agenda Item:

Information  Discussion  Action

Item Type:

Curriculum & Instruction  Human Resources  Business Services

Staff Responsible:

Martha Carrasco, Chief Human Resources Officer.

*Signature of Requester(s)*

Martha Carrasco, Chief Human Resources Officer.

*Signature of Presenter(s)*

*Business Services Approval (Initials)*

*Date* June 2022

Agenda Summary:

Discussion and possible action regarding revisions to the Child Nutrition Uniform Stipend for the 2022-2023 school year. Administration recommends that the board approves proposed stipend listing revision be made to the stipend to ensure the Child Nutrition employees may obtain their work uniforms.

RECOMMENDATION: That stipends are approved by the Board of Trustees as recommended by administration.

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S): Budget amount approved by finance

ACCOUNT

NO(S): As indicated by Financial Services

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

REQUESTING DEPARTMENT:

HUMAN RESOURCES DIVISION

CONSEQUENCES OF NON-APPROVAL:

Necessary work attire may not be obtained.

IMPLEMENTATION TIMELINE:

2022-2023 fiscal year

ATTACHMENT(S): Stipend Listing changes for year 2022-23 75





## HUMAN RESOURCES

### CANUTILLO A Premier District

#### 2022-2023

### Canutillo ISD Temporary Employment, Non-contractual Stipend and Supplemental Pay Schedule

A stipend is an additional amount paid to an employee to compensate for a higher degree, specialized certification, or as an incentive to fill a position in an area of critical need. Position stipends are attached to a position, not to the employee and do not transfer if the employee is reassigned. An employee is subject to reassignment at any time by the superintendent or designee. Stipend assignments may be discontinued at any time. Based on requirements of the Fair Labor Standards Act (FLSA), hourly employees do not qualify for stipend assignments. This stipend schedule applies to the 2022-2023 academic school year only. Future salaries cannot be predicted from this schedule.

Food Service / Child Nutrition Allowance	Amount
Uniform Allowance (Paid Annually) Prorated	<del>\$300</del> 375