

Agenda of Special Meeting

The Board of Trustees Canutillo ISD

A Special meeting of the Board of Trustees of Canutillo ISD will be held August 24, 2006, beginning at 6:15 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. General Functions
 - A. Call to Order
 - B. Roll Call
 - C. Consent Agenda
 1. Creation of Position (PE Aide - Alderete Middle School)
 2. Change in Stipend Amount for Ticket Takers
 3. Approval of Contract for Election Services with El Paso County Elections Department 3
 4. Approval of JJAEP (Juvenile Justice Alternative Education Program) Interlocal Agreement 11
 5. Approval of Food Service Child Nutrition Cooperative Purchasing Contracts 2006~07 School Year 42
 6. Approval of Specialty Food Items RFP # 06-15 43
 - D. Reports
 1. Presentation by District's Property Tax Verifier
2. Instruction and Student Affairs
 - A. NONE
3. Personnel
 - A. Consider modification of procedures and responsibility for supervision of custodians
4. Business and Finance
 - A. Adoption of 2006~2007 Budget 52
 - B. Adoption of Ordinance Approving Maintenance and Operations Property Tax Rate for Fiscal Year 2006~2007
 - C. Adoption of Ordinance Approving Interest and Sinking Property Tax Rate for Fiscal Year 2006~2007
 - D. Approval of Budget Amendments 63
 - E. Proposed Ticket Prices FY 2006~07 Football Season 68
5. Administration
 - A. Review of Board Policy CDA (Local) Other Revenues: Investments 71
6. Adjournment

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

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

Agenda Item: _____ Date: August 24, 2006

Subject: Contract for Election Services with El Paso County Elections Department

Presented By: Pam Padilla, Superintendent Consent Agenda: ✓

ACTION

1. BACKGROUND INFORMATION:

The contract is approved on a yearly basis by the Board. Mr. Baskind have reviewed the contract for election services.

2. SUPERINTENDENT RECOMMENDATION:

Recommend approval of contract for election services for the School Board Election on Tuesday, November 7, 2006.

3. BOARD ACTION REQUESTED:

Motion to approve the contract for election services with El Paso County Election Department as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT FOR ELECTION SERVICES

*This Contract, made this 8th day of August 2006 by and between the **CANUTILLO INDEPENDENT SCHOOL DISTRICT**, hereinafter called **CISD** and **Helen Jamison**, County Elections Administrator of El Paso County, Texas hereinafter called **Contracting Officer**, pursuant to V.A.T.S., Election Code, Sec. 31.091, witnesseth:*

1. **RECITALS.** *The Contracting Officer is the County Elections Administrator of El Paso County, Texas and is the County Officer in charge of election duties. The **CISD** is a political subdivision situated wholly within El Paso County, Texas. The **CISD** and the Contracting Officer have determined that it is in the public interest of the inhabitants of the **CISD** that the following contract be made and entered into for the purpose of having the Contracting Officer furnish to **CISD** certain election services and equipment needed by **CISD** on **November 7, 2006**, in connection with the holding of a **CANUTILLO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEE ELECTION**. Electronic voting equipment (Touch Screen) is to be used.*

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

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

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

distribution of ballots for early voting mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. **GENERAL CONDITION.**

(a) A total of (6) six voting precincts at (4) four locations and (2) two early voting stations will be used for the election. The CISD and the County of El Paso agree to hold a joint election on November 7, 2006 and will share expenses of the early voting and election day

polling locations, with the payroll of election workers and other costs common to both elections.

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

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

CANUTILLO INDEPENDENT SCHOOL DISTRICT:

BY: _____

PRESIDENT

COUNTY ELECTIONS DEPARTMENT:

BY: *Helen Jamison*

HELEN JAMISON, ADMINISTRATOR

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



PHONE: 915.546.2154
FAX: 915.546.2220
www.epcounty.com

August 8, 2006

EXHIBIT "A"

CANUTILLO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEE ELECTION
NOVEMBER 7, 2006

PAYROLL:

EARLY VOTING	\$ 1,750.00
COUNTING STATION	\$ 320.00
ELECTION DAY PAYROLL	\$ 985.00
DELIVERY TO CENTRAL COUNTING STATION.....	\$ 100.00

OTHER EXPENSES:

PRINTING OF BALLOT (SAMPLE, PROVISIONAL, MAIL).....	\$ 185.00
PUBLICATION OF NOTICES	\$ 87.00
AUTO/TABULATING EQUIP. SOFTWARE/SUPPLIES	\$ 1,000.00
ADMINISTRATIVE FEES.....	\$ 800.00
PRECINCT KITS/ELECTION DAY.....	\$ 72.00
PRECINCT BALLOT BAGS/ELECTION DAY.....	\$ 12.00
PRECINCT CARDS.....	\$ 100.00
TOUCH SCREEN VOTING MACHINES.....	\$ 400.00
PICKUP & DELIVERY OF TOUCH SCREENS.....	\$ 128.00
TOUCH SCREEN ENCODERS.....	\$ 56.00
TABULATING PERSONNEL	\$ 75.00
POSTAGE/STATIONERY/CHECKS/BLIND VOTERS.....	\$ 40.00
TOTAL	\$ 6,110.00

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

The County of El Paso

Elections Department
500 E San Antonio # 402
El Paso, Texas 79901

Phone: 915 546-2154
Fax: 915 546-2220
www.epcounty.com



**Helen Jamison
Elections Administrator**

November 7, 2006

RECOMMEDED PERSONNEL

Central Counting Station Manager..... Helen Jamison

Central Counting Station Judge Veronica Roman

Early Voting Ballot Board Chairman Rosa O'Keefe

Tabulating Supervisor Javier Chacon

Last day to receive a request for a ballot by mail October 31, 2006

The County of El Paso

Elections Department
500 E San Antonio # 402
El Paso, Texas 79901



Phone: 915 546-2154
Fax: 915 546-2220
www.epcounty.com

Helen Jamison
Elections Administrator

Canutillo I.S.D. Election

November 7, 2006

EARLY VOTING

October 23, 2006 – October 27, 2006 (Mon. - Fri.)
October 30, 2006 – November 3, 2006 (Mon. - Fri.)

1.	CANUTILLO ELEMENTARY SCHOOL	651 CANUTILLO	8:30 – 4:30
2.	VINTON FIRE STATION	510 VINTON	3:00 – 6:00

Equal Opportunity Employer

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

Agenda Item: _____ Date: August 24, 2006

Subject: Juvenile Justice Alternative Education Programs (JJAEP) Interlocal Agreement

Presented By: Pam Padilla, Superintendent Consent Agenda: ✓

ACTION

1. BACKGROUND INFORMATION:

The agreement is approved on a yearly basis by the Board. The purpose of the agreement is in order for El Paso ISD in cooperation with the Juvenile Board in El Paso County to provide educational services for students from the Canutillo School District, if necessary.

2. SUPERINTENDENT RECOMMENDATION:

Recommend approval of the JJAEP interlocal agreement.

3. BOARD ACTION REQUESTED:

Motion to approve the JJAEP interlocal agreement as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT AND OPERATION OF
EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION
PROGRAMS PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE

This Contract made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", the El Paso Independent School District, hereinafter referred to as "EPISD", and other school districts who may join, hereinafter referred to as "District," or collectively as "Districts,"

WITNESSETH:

WHEREAS Texas Government Code, Chapter 791, authorizes local governments of the state to enter into contracts to increase their efficiency and effectiveness by the consolidation of administrative functions of government; and

WHEREAS Texas Education Code, Chapter 37, requires the establishment of a Juvenile Justice Alternative Education Program.

WHEREAS such a consolidated effort in the establishment and operation of a Juvenile Justice Alternative Education Program, is beneficial to both the Board, EPISD, and the Districts, as well as the general public; and

WHEREAS the Board, EPISD, and the Districts are local governments as defined in Texas Government Code, Section 791.003(4), have the authority to enter into this agreement, and have each entered into this agreement by the action of its governing body in the appropriate manner prescribed by law; and

WHEREAS the Board, EPISD, and the Districts specify that each party paying for the performance of said administrative functions of government shall make those payments from revenues available;

NOW, THEREFORE, it is mutually agreed as follows:

1. PURPOSE OF THE AGREEMENT. The purpose of this agreement is for the establishment and operation of a Juvenile Justice Alternative Education Program, for students, school districts, and the juvenile board in El Paso County, Texas, pursuant to Chapter 37 of the Texas Education Code. This agreement will serve to combine into one system the operational, programmatic and educational standards for the Juvenile Justice Alternative Education Program required by Education Code, Section 37.011 and Title 37 of the Texas Administrative Code, Chapter 348. (37 TAC § 348)

The following list of expulsions are Mandatory and shall be funded by the El Paso County Juvenile Probation Department by and through the Texas Juvenile Probation Commission. V.T.C.A. TX. Educ. Code Sec. 37.007(a), (d) and (e).

2. DUTIES OF EPISD.

2.1 EPISD shall provide a Juvenile Justice Alternative Education Program which will serve students in the following school districts which shall be bound by the terms of this Agreement as evidenced by the signatures of each school district's respective designee: El Paso Independent School District, Anthony Independent School District and Canutillo Independent School District, which complies with all of the requirements of Chapter 37, Texas Education Code, the State Board of Education, and the Texas Juvenile Probation Commission, including, but not limited to, a curriculum including instruction in English Language Arts, Mathematics, Science, Social Studies and Self-Discipline.

The program shall be operated at least seven hours a day, 180 days a year. EPISD shall also provide a high school equivalency program (GED) and administer assessment instruments under Subchapter B Chapter 39 (TAKS). Each school district shall consider course credit earned by a student, including a student in special education programs, while in the juvenile justice alternative education program as credit earned in that school district.

2.2 EPISD shall provide guidance services to work with an assigned probation officer and the student's parent or guardian to review the student's academic progress and establish a specific graduation plan for the student.

2.3 EPISD shall enable students to perform at grade level while attending the Juvenile Justice Alternative Education Program and is not required to provide a course necessary to fulfill a student's high school graduation requirements other than specified in section 2.1 and 2.2.

2.4 EPISD shall provide educational opportunities to those students statutorily mandated to be expelled pursuant to Sec. 37.007(a), (d) and (e) of the Texas Education Code. EPISD shall provide educational opportunities to those students adjudicated for or convicted of a lesser included offense as a result of a plea bargain or lack of evidence, if the adjudication or conviction is based upon the conduct or incident for which the student was originally expelled pursuant to 1.0 of this Memorandum of Understanding.

2.5 EPISD shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a student pursuant to Section 37.007 of the Texas Education Code along with all information required pursuant to Section 52.041 of the Texas Family Code, no later than the second business day after a hearing is held pursuant to Section 37.009 of the Texas Education Code.

2.6 EPISD shall provide services for the middle school and high school students enrolled in the Juvenile Justice Alternative Education Program School located at the Raymond Telles Academy at 320 S. Campbell Street, El Paso, Texas 79901, to transferred students as agreed by EPISD, the County, and the Districts.

2.6(1) EPISD may elect to provide Middle School services at separate sites as part of this agreement.

2.7 EPISD shall provide slots for the placement of children into the Juvenile Justice Alternative Education Program for students who engaged in conduct resulting in expulsion and court ordered placement under Section 37.007(a), (d) and (e), operated pursuant to this agreement.

2.8 Following the successful completion and termination of court ordered terms and conditions of probation, a student shall be court ordered to return to his / her respective district for transitioning to a Non-Juvenile Justice Alternative Education Program educational setting, subject to the provisions of Section 4.1.8 herein below.

2.9 EPISD shall apply the same rules and provide the same educational opportunities to students assigned to Raymond Telles pursuant to this agreement as are applied and provided to other EPISD students assigned to the aforementioned campus.

2.10 EPISD shall provide lunch for each student assigned to the program pursuant to this agreement.

2.11 EPISD shall serve as fiscal agent for the Juvenile Justice Alternative Education Program operated pursuant to this agreement once the \$59.00 per day per student in actual attendance is transferred from the El Paso County Juvenile Probation Department.

2.12 EPISD shall account separately for the receipt and expenditure of any and all State funds received pursuant to this agreement. EPISD understands that acceptance of funds under this agreement acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. EPISD further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. EPISD will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through EPISD and the requirement to cooperate is included in any subcontract it awards.

2.13 Maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, Federal government, books, documents and other evidence pertaining to the cost and expenses for this agreement, hereinafter called the Records.

2.13 (1) Record Retention.

EPISD shall maintain financial and supporting documents, statistical records and any other records pertinent to the services for which a claim or expense report has been submitted. The records and comments must be kept for a minimum of three years after the end of the contract period. If any litigation, claim, or audit involving these records commences before the three year period expires, the EPISD contractor must keep records and documents for not less than three years or until all litigation, claims or audit findings are resolved; whichever is later.

2.14 EPISD warrants that EPISD is certified, approved or licensed by all Federal, State or local agencies or department that have jurisdiction to regulate any activity performed by the EPISD.

2.15 EPISD must be familiar with the Texas Family Code §261.101 *Persons Require to Report; Time to Report*. This code deals with reporting child physical or mental health abuse or neglect.

2.16 EPISD shall provide educational services to those students under the Individuals with Disabilities Education Act (IDEA) and § 504 of the Rehabilitation Act of 1973 (§ 504), pursuant to paragraphs 4.2 through 4.4 below.

2.17 EPISD agrees to complete the Juvenile Justice Alternative Education Program Monthly Attendance Voucher Form (Exhibit "B") as indicated and submit said form to JPD/County on or before the last business day of the reporting month preceding the indicated due date. EPISD agrees that subsequent payments pursuant to this agreement shall be paid based upon the information reported on the Juvenile Justice Alternative Education Program Attendance Form.

2.18 EPISD agrees to complete the Juvenile Justice Alternative Education Program Monthly Activity Report (Exhibit "C") on a monthly basis and submit said form to JPD/County on or before the last business day of each month.

2.19 EPISD agrees to complete the Juvenile Justice Alternative Education Program Student Information Form {Student Personal and Admission Data} (Exhibit "D") for each student admitted into the Juvenile Justice Alternative Education Program upon admission.

EPISD agrees to accumulate said admission forms for all students admitted in a given month and submit said forms to JPD/County on a monthly basis on or before the last business day of each month.

2.20 EPISD agrees to complete the Juvenile Justice Alternative Education Program Student Information Form {Student Exit Data} (Exhibit "D") [for each student admitted into the Juvenile Justice Alternative Education Program] upon exit from the Juvenile Justice Alternative Education Program. EPISD agrees to accumulate said exit forms for all students exiting the Juvenile Justice Alternative Education Program in a given month and then submit said forms to JPD/Board on a monthly basis on or before the last business day of each month.

2.21 EPISD agrees that each student shall be tested no more than 10 school days after the student is enrolled into the Juvenile Justice Alternative Education Program. The middle school students admitted into the Raymond Telles Academy shall be tested using the Iowa Test of Basic Skills. The high school students admitted into the Raymond Telles Academy shall be tested using the Iowa Test of Education Development selected by TJPC to measure the student's current tested grade level specifically in the areas of Reading and Mathematics. EPISD to report the results of said testing on the Juvenile Justice Alternative Education Program Student Information Form (Student Admission Data) (Exhibit "D") to be submitted to JPD/Board on a monthly basis.

2.22 EPISD agrees that each student served in the Juvenile Justice Alternative Education Program for a minimum of ninety- (90) days shall be tested upon exit from the Juvenile Justice Alternative Education Program. The middle school students admitted into the Raymond Telles Academy shall be tested using the Iowa Test of Basic Skills. The high

school students admitted into the Raymond Telles Academy shall be tested using the Iowa Test of Education Development, selected by TJPC to measure the student's current tested grade level upon exit from the Juvenile Justice Alternative Education Program specifically in the area of Reading and Mathematics. EPISD agrees to report the results of said exit testing on the Juvenile Justice Alternative Education Program Student Information Form {Student Exit Data}(Exhibit "D") to be submitted to JPD/County on a monthly basis.

2.23 EPISD agrees, pursuant to Chapter 261 of the Texas Family Code, to report any and all alleged incidences of child abuse or child neglect brought to the attention of those professionals listed in Chapter 261 to the proper authorities, while a student is served at the JJAEP. EPISD shall also complete the TJPC Incident Report Form (Exhibit "E") and transmit this form along with any applicable documentation via facsimile to: TJPC, ABUSE AND NEGLECT INVESTIGATIONS at (512) 424-6700. Include the LAW ENFORCEMENT AGENCY FAX NUMBER and the GENDER of the alleged victim.

2.24 ELIGIBILITY TO RECEIVE PAYMENT ON STATE CONTRACTS

Under §231.006, Texas Family Code, the EPISD certifies that the individual(s) entity named in this agreement is not ineligible to receive the specified grant, loan or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certificate is inaccurate.

3. **DUTIES OF THE BOARD.**

3.1 The Board shall utilize the state-appropriated funds from the Texas Juvenile Probation Commission funds for the 2006-2007 school year as consideration for EPISD's operation of the Juvenile Justice Alternative Education Program. Said fee will be paid to the attention of EPISD's Chief Business Officer, pursuant to paragraph 3.2 below.

3.2 The Board through available Texas Juvenile Probation Commission (TJPC) funds shall pay a daily rate of \$59.00 per day per student of actual attendance drawn from the funds in 3.1 above, who is expelled pursuant to 4.1.1 through 4.1.3 below and is court ordered to attend the Juvenile Justice Alternative Education Program.

3.3 The Board shall cease payment of the daily rate of \$59.00 per day per student placed in the Juvenile Justice Alternative Education Program pursuant to 4.1.1 through 4.1.4 below upon completion of the earliest following dates:

- A. The earliest of the date of completion of the court ordered terms and conditions, pending adjudication (or deferred prosecution), or
- B. The end date of the expulsion term.

3.4 Any child placed at the Juvenile Justice Alternative Education Program pursuant to deferred prosecution can only be required to attend the Juvenile Justice Alternative Education Program for a period not to exceed six (6) months.

3.5 This Agreement is conditional upon, subject to and contingent upon receipt of adequate Federal and/or State funding to meet the liabilities of this Agreement. El Paso Independent School District shall have no cause of action against the Board in the event the Board is unable to perform its obligations pursuant to this Agreement as a result of suspension, termination, withdrawal or failure of Federal and/or State funding to Board.

3.6 **SANCTIONS:** The Board, through its designee, JPD, shall monitor and evaluate the performances of the EPISD or any subcontractor rendered pursuant to the contract every six months through use of the Private Service contractual monitors and

Evaluation Report (Exhibit F). JPD will notify the EPISD in writing of any deficiencies noted during such monitoring and may initiate the withholding, suspension or reduction of payments as appropriate, based upon such monitoring.

1. As determined in the reasonable judgment of the Juvenile Probation Department, failure of EPISD to comply with any provisions of this agreement or a failure to achieve set goals and/or outcomes or failure of the EPISD to properly administer subcontracts and take appropriate corrective action in the event of violations by subcontractors may be considered a material breach of this contract and may result in withholding, suspension or reduction in payments or in immediate termination of this agreement as well as a refund of payments made pursuant to Paragraph 3.2. EPISD may be ineligible to receive future contracts.

4. DUTIES OF THE DISTRICTS.

4.1 With respect to each District's students attending the Juvenile Justice Alternative Education Program operated pursuant to this agreement, each District agrees that:

4.1.1 The student must have been expelled by the school district pursuant to a mandatory expulsion offense listed in § 37.007(a), (d), or (e) of the Texas Education Code. The school district expelling a child must provide written notification to JPD of the expulsion not later than 2 days of the decision to expel. Failure to provide such written notice shall result in the child remaining in the district's educational program until proper notice is given.

4.1.2 The school district must have filed an offense report with the appropriate law enforcement agency regarding the alleged incident made the basis of the expulsion referred to in 4.1.1 above.

4.1.3 The respective law enforcement agency in 4.1.2 above must make a referral to juvenile court as defined in § 51.02(12) of the Texas Family Code.

Additionally, pursuant to Education Code 37.007(a)(1)(B) An illegal knife as defined by Section 46.01(b), Penal Code, or by local policy; the JJAEP will accept referrals based upon the policy and procedures stated below, for those knives not meeting the Penal Code definition of an illegal knife:

- (1) The student must have been expelled by the school district pursuant to its student code of conduct. The school district expelling a child must provide written notification to JPD of the expulsion not later than 2 days of the decision to expel. Failure to provide such written notice shall result in the child remaining in the district's educational program until proper notice is given.
- (2) The alleged behavior **MUST** have occurred on school grounds or at a school-related activity on or off school grounds.
- (3) The school district **MUST** have filed a complete offense report/incident report with the appropriate law enforcement agency (either the EPISD Police Department or El Paso Police Department) regarding the alleged incident for which the student is being expelled.

- (4) The school district must forward to the JJAEP Probation Officer the order of expulsion and the incident report number along with the student's full name, date of birth, date of incident and alleged conduct.

4.1.4 The School District shall transfer each student to the Juvenile Justice Alternative Education Program operated by EPISD so that EPISD will be entitled to receive the \$59.00 per day per student in actual attendance allotment from the State of Texas with respect to each student.

4.1.5 Pursuant to V.T.C.A., Education Code, Section 37.012(b); the aforementioned funds must be expended on the Juvenile Justice Alternative Education Program.

4.1.6 The School District shall transport each student to Raymond Telles Academy at the District's expense.

4.1.7 The School District shall obtain from each student's parents, guardian, or entity standing in parental relation to the student, the transfer form required by EPISD.

4.1.8 Following the successful completion and termination of court ordered terms and conditions of probation, or deferred prosecution, or the end of the expulsion term, whichever occurs first, funding provided by the Board shall cease at this time. Should the student and his / her respective District desire and the EPISD so agrees, the student, may continue to attend the Juvenile Justice Alternative Education Program through funding provided by his/her District.

4.2 Each school district shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a District's student pursuant to Section 37.007 of the Texas Education Code along with all information required pursuant to Section 52.04

of the Texas Family Code, no later than the second business day after a hearing is held pursuant to Section 37.009 of the Texas Education Code and Section 4.1.1 of this agreement.

4.3 A school district may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or §504 committee determines that the alleged misconduct is not related to the student's disabilities. After making such a determination, the referring school district's ARD or §504 committee shall determine what services, if any, are necessary to provide a free, appropriate public education. The referring school district shall remain responsible for making available the services, if any, necessary to provide a free, appropriate public education. Such services to provide a free, appropriate public education are the only services that the referring district is obligated to provide. The referring school district may make such services available in conjunction with the Juvenile Justice Alternative Education Program or at a separate time and location, at the discretion of the referring school district. If the referring school district chooses to make such services available in conjunction with the Juvenile Justice Alternative Education Program, the referring district shall cooperate with the Juvenile Justice Alternative Education Program to minimize disruption of the Juvenile Justice Alternative Education Program. Further, the referring district's ARD committee may determine that the education services provided by the EPISD Juvenile Justice Alternative Education Program are sufficient to provide a free, appropriate, public education under the circumstances of expulsion. If the proposed expulsion is under Section 37.007(a), (d) (mandatory expulsion) or (e), a representative of the Juvenile Justice Alternative Education Program may attend a student's ARD committee meeting as a non-consensus member. In the

case of permissive expulsions, the School District shall provide to the administrator of the Juvenile Justice Alternative Education Program reasonable notice of the meeting of the student's ARD committee to discuss the student's placement in the JJAEP. The JJAEP representative may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP.

4.4 If the Juvenile Justice Alternative Education Program suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.

4.5 Any student who does not meet the eligibility requirements of this memorandum is not entitled to educational services by the Juvenile Justice Alternative Education Program.

4.6 Each District agrees to allow EPISD to submit a grant for eligible Juvenile Justice Alternative Education Program funds from the state. Priority of funds obtained from the state will be utilized to off-set educational expenses of participating school districts, including El Paso Independent School District and remaining funds for expansion and improvement of the juvenile justice alternative education program.

5. **EFFECTIVE DATE.** This agreement shall become effective on September 1, 2006. The parties agree that the authorized signature of any other District who may join by counterpart, creates a binding offer of such District to participate in the establishment and operation of the Juvenile Justice Alternative Education Program and shall be effective as to all signatories at such time as it is signed by EPISD.

6. **RENEWAL AND TERMINATION.** This contract shall be in effect until August 31, 2007 and may be renewed thereafter on a year to year basis and remain in effect until terminated by any party upon ninety (90) days written notice. Notice of termination by the Board or any District received by the EPISD shall constitute effective notice of termination as to such party only, and shall be effective at the end of the then current contract year.

7. **NOTICE.** Notice to parties under this contract shall be sent by certified mail, return receipt requested, to those persons identified in Exhibit "A" attached hereto and incorporated herein for all purposes and such persons as may be identified for purposes of notice by Districts which have joined in the agreement by counterpart and may be represented in Exhibit "A".

8. **SEVERABILITY.** If any part of this agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

9. **ENTIRE AGREEMENT.** This agreement constitutes the entire agreement between the parties and any prior understandings, written or oral agreements between them are merged into the agreement.

10. **INSPECTION OF RECORDS.** Upon request by a party, all records of EPISD made and kept pursuant to this agreement are available for inspection at any time mutually convenient to EPISD and the party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said services.

11. **EXECUTION.** This agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any District whether or not named above creates

the same binding commitment between the parties as if the District had jointly executed this document, if the counterpart is duly executed by the EPISD.

12. **EQUAL EMPLOYMENT POLICIES.** EPISD affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities.

13. **FAILURE TO PAY.** In addition to any other remedy available at law, in the event that any party to this agreement fails to timely pay amounts due and owing hereunder, EPISD shall have the right to refuse to accept students from that party until said payment is made.

14. **IMMUNITY.** Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act and the Texas Education Code, § 37.011(o).

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

Approved as to content:

EL PASO COUNTY JUVENILE BOARD

Mr. Alberto Alvarez Jr., Chief

By _____
Judge Alfredo Chavez
65th District Court
Date: _____

ATTEST:

**EL PASO INDEPENDENT
SCHOOL DISTRICT**

Board Secretary

By _____
Ms. Lisa Colquitt-Muñoz
Board President
Date approved by School Board: _____

Date: _____

ATTEST:

**ANTHONY INDEPENDENT
SCHOOL DISTRICT**

Board Secretary

By _____
Ms. Sally Flores
Board President
Date approved by School Board: _____

Date: _____

ATTEST:

**CANUTILLO INDEPENDENT
SCHOOL DISTRICT**

Board Secretary

By _____
Mr. Sergio Coronado
Board President
Date approved by School Board: _____

Date: _____

EXHIBIT A

PARTIES TO THE AGREEMENT FOR NOTICE PURPOSES PURSUANT TO SECTION 7
HEREOF:

The Juvenile Board of El Paso County: Judge Alfredo Chavez
65th Family District Court
500 E. San Antonio
El Paso, Texas 79901

with copy to: Alberto Alvarez Jr.
Chief Juvenile Probation Officer
6400 Delta Drive
El Paso, Texas 79905

El Paso Independent School District: Ms. Lisa Colquitt-Muñoz
School Board President
P. O. Box 20100
El Paso, Texas 79998-0100

With copy to: Dr. Lorenzo Garcia
Superintendent
P. O. Box 20100
El Paso, Texas 79998-0100

Anthony Independent School District: Ms. Sally Flores
School Board President
610 6th Street
Anthony, Texas 79821

Canutillo Independent School District: Mr. Sergio Coronado
School Board President
P.O. Box 100
Canutillo, Texas 79835

**TEXAS JUVENILE PROBATION COMMISSION
FY 2006 JJAEP
MONTHLY ATTENDANCE VOUCHER**

County Name: _____	Date of Submission: _____
Regular School Year JJAEP will Operate: From _____, 2006 to _____, 2007	
<i>* Actual attendance days should only be counted during the 2004/05 school and should not exceed the 180 days of require operation.</i>	
Printed Name of Program Administrator: _____	
Signature of Program Administrator: _____	

Month Ending: _____

Total Number of Actual Mandated Students** Attendance Days for the Month

Total of Actual Mandared Students X \$59.00

**** Mandated Student- may only be counted as a student defined in the Commission's JJAEP Program grant.**

**** Corrected Voucher - If the Total Number of Actual Mandated Student Attendance days changes for any of the months, please submit a revised Voucher to reflect those changes for that month.**

A signed Payment Voucher must be submitted to the Commission by the 10th of the following month for the period payment request.

Return this Report To:
Texas Juvenile Probation Commission
Director of Education Related Services
Post Office Box 13547, Austin, TX 78711
Fax: (512) 424 - 6717

Exhibit B



**Texas Juvenile Probation Commission
 Juvenile Justice Alternative Education Program
 MONTHLY ACTIVITY REPORT**

County: _____ Date: _____

Person Preparing Form: _____ Title: _____

Month Ending: _____ Phone: () _____

<i>Activity During the Reporting Period</i>	<i>Mandatory Expulsions 37.007 (a), (d), (e)</i>	<i>Discretionary Expulsions 37.007 (b), (c), (f), (l)</i>	<i>Other Students*</i>
Total number of days program operated			
Total number of actual student attendance days			
Total number of actual student absences			
Total number of inactive days			
Number of students in program at beginning of reporting period			
Number of students added			
Number of students exited			
<i>Educational Outcome (Exit Reason)</i>			
Return to home school /term of expulsion expired (EXPX)			
Return to home school/term of probation expired (PRBX)			
Return to home school/term of expulsion & probation expired (RTRS)			
Completed GED (GED)			
Graduated (GRAD)			
Left Program Incomplete			
Other (OTHR)			
ARD removal (ARD)			

* "Other Students" denotes a child enrolled in JJAEP who has not been expelled from school (i.e. court ordered).

ALL BLANK SPACES SHOULD BE COMPLETED MONTHLY.

Return this Report To:
 Texas Juvenile Probation Commission
 Director of Education Related Services
 Post Office Box 13547
 Austin, TX 78711
 Fax: (512) 424-6717

Exhibit "C"

Instructions:

Please fill in the name of your county, month and year of the report, name of person preparing the report, and contact phone number. Count all students who are in the program during the specified reporting period.

Total number of days in program:	The number of actual operation days during report period.
Total number of actual student attendance days:	Total should account for each day each student is in actual attendance at the JJAEP. Students must be present at least 4 hours to be counted.
Total number of student absences:	Total should account for each day each student is actually not in attendance.
Total number of inactive days:	Total should account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP
Number of students in program at beginning of report period:	The number of students active in the program on the 1st day of the month (should equal the number in program at ending of report period of the previous month).
Number of students added:	The number of students added to the program during the reporting period.
Number of students exited:	The number of students who left the program during the month.
Educational Outcome:	Each student exiting the program during the reporting period should be accounted for in <u>only one</u> of the eligible categories.
Return to home school/term of expulsion expired	Number of students returned to home school because expulsion term expired or if school allows student to return prior to end of expulsion Period.
Return to home school/term of probation expired	Number of students returned to home school district due to expiration of probation order.
Return to home school/term of expulsion and probation expired	Number of students returned to home school due to simultaneous termination of both expulsion and probation.
Completed GED	Number of students tested and passed GED.
Graduated	Number of students completed all necessary requirements to receive a high school diploma.
Left Program Incomplete	Number of students who were terminated from the program due to a probation modification/revocation, out-of-home placement, detention, jailed, absconding (violation of conditions of release from detention or court order), commitment to TYC or TDCJ, or truant or runaway.
Other	Number of students who left program due to out of county move, death, medical reason, or other non-delinquency reason.
ARD Exit	Number of students who were terminated from program due to the JJAEP not being able to meet a special education student needs. (TEC §37.004 (f)).

Definitions:

Mandatory Expulsions: This category of student should only be those student expelled under §37.007 (a),(d),or(e) of the Texas Education Code.

Discretionary Expulsions: This category of student should only include students expelled under §37.007 (b),(c),(f), or (i) of the Texas Education Code.

Other: This category should only include non-expelled students. These are students that are typically placed in the JJAEP via a condition of probation or in rare instances voluntarily attend the JJAEP.

Exhibit "C"

INSTRUCTIONS FOR STUDENT INFORMATION FORM

1. **First Name** Indicate student's first name.
2. **Middle Name** Indicate student's middle name.
3. **Last Name** Indicate student's last name.
4. **Suffix** Indicate the child's name suffix (i.e. Jr. III)
5. **DOB** Indicate student's date of birth.
6. **SS#** Indicate student's social security number.
7. **Race** Indicate student's race.
8. **Gender** Indicate whether the student is male or female.
9. **County Number** Indicate county number.
10. **PID #** Juvenile department tracking number (Caseworker number).
11. **Referral #** Juvenile probation referral number that coincides with the offense for which the juvenile entered the JJAEP.
12. **PIEMS Student ID** Unique number used to identify the student in the (TEA) PIEMS system.
13. **Expulsion Date** Date which a school district officially expelled a student.
14. **Campus ID** Nine digit campus number assigned a school district by TEA. Number should be the campus from which a student was expelled.

15. **Offense Cite** List whether the offense cite as listed in the Education Code was:

37.007(a)(1)(A) - Firearm	37.007(b)(1) - False Alarm/Terroristic Threat
37.007(a)(1)(B) - Illegal Knife	37.007(b)(2)(A1) - Mis Marihuana, Mis Cont Sub
37.007(a)(1)(C) - Club	37.007(b)(2)(A2) - Mis Dang Drug
37.007(a)(1)(D) - Prohibited Weapon	37.007(b)(2)(A3) - Mis Alcohol
37.007(a)(2)(A) - Agg Asslt, Agg Sex Asslt, Sex Asslt	37.007(b)(2)(B) - Glue, Aerosol Paint
37.007(a)(2)(B) - Arson	37.007(b)(2)(C) - Asslt on School Employee
37.007(a)(2)(C) - Murder, Capital Murder, Att Murder	37.007(b)(2)(D) - Deadly Conduct
37.007(a)(2)(D) - Indecency with a Child	37.007(b)(3) - Non-Schl; Student/Student
37.007(a)(2)(E) - Aggravated Kidnapping	37.007(b)(4) - 300ft. Rule Mandatory Offense
37.007(a)(2)(F) - Aggravated Robbery	37.007(c) - Ser/Pers Misconduct
37.007(a)(2)(G) - Manslaughter	37.007(d) - Retaliation
37.007(a)(2)(H) - Criminally Negligent Homicide	37.007(e) - Fed Firearm
37.007(a)(3) - Felony Drug	37.007(f) - Fed Criminal Mischief

Select appropriate offense for which the student was officially expelled or other reason that student was placed in the JJAEP (i.e. Probation Placement/Court Order or Voluntary School Placement).

16. **Entrance Date** Date of student's first attendance day in the JJAEP.
17. **Grade Level** Grade student currently is enrolled.
18. **Math**
 - a. Grade Level - Number should reflect the student's tested entrance level in math (i.e. 3.6).
 - b. Standard Score - Number should reflect the student's tested standardized score.
19. **Reading**
 - a. Grade Level - Number should reflect the student's tested entrance level in reading (i.e. 3.6).
 - b. Standard Score - Number should reflect the student's tested standardized score.
20. **Special Education** Indicate if the student has been diagnosed as a special education student.
21. **Special Education Type** If student has been diagnosed as needing special education, check all that apply.
22. **Exit Date** Student's last date of attendance in the JJAEP.
23. **Juvenile Court Disposition** Indicate the juvenile court disposition pertinent to the student from list.
24. **Math**
 - a. Grade Level - Number should reflect the student's tested exit level in math (i.e. 4.6).
 - b. Standard Score - Number should reflect the students tested standardized score.
25. **Reading**
 - a. Grade Level - Number should reflect the student's tested exit level in reading (i.e. 4.6).
 - b. Standard Score - Number should reflect the student's tested standardized score.
26. **Expulsion Expired** Indicate upon exit if student's term of expulsion had expired.
27. **Probation Expired** Indicate upon exit if student's term of probation had expired.
28. **Total Days Attended** Total number of full days student was in attendance at JJAEP.
29. **Total Days Absent** Total number of days student was absent while enrolled in the JJAEP.
30. **Exit Reason** Student exiting program should be accounted for in only ONE eligible category from list.

Exhibit "D"



TEXAS JUVENILE PROBATION COMMISSION INCIDENT REPORT FORM

In accordance with Chapter 261 of the Texas Family Code and Part 11 Title 37 Texas Administrative Code all allegations of abuse, neglect and exploitation alleged to have occurred in a department, program or facility under the jurisdiction of the juvenile board shall be reported to the Commission and law enforcement within 24 hours of the first person having knowledge. Please complete this form in its entirety and fax it along with any applicable documentation to: Texas Juvenile Probation Commission, Abuse & Neglect Investigations, et (512) 424-6716. If you have any questions, please contact the TJPC at (512) 424-6700.

Completed By: _____ Title: _____

Telephone: () () Fax: () () Date: _____

Date Incident Occurred: _____ Time Incident Occurred: _____ Date Law Enforcement Notified: _____ Time Law Enforcement Notified: _____

Name of Law Enforcement Agency Notified: _____ Incident Number: _____

Name of Law Enforcement Contact Person: _____ Title: _____ Phone: () () Fax: () ()

INCIDENT (Check One)

- Death - Report Within 24 Hours
- Abuse - Report Within 24 Hours
- Restraint Related? Yes No
- If yes, what type? Mechanical Physical Chemical
- Neglect - Report Within 24 Hours
- Exploitation - Report Within 24 Hours
- Suicide - Report Within 24 Hours
- Attempted Suicide - Report Within 24 Hours
- Serious Injury - Report Within 24 Hours
- Restraint Related? Yes No
- If yes, what type? Mechanical Physical Chemical
- Youth on Youth Assault - Report Within 24 Hours
- Escape - Report Within 24 Hours

DEPARTMENT / FACILITY RELATED INFORMATION

Department / Facility: _____

County: _____ Operated By: Private Public Program Type:

Department / Facility Address: _____ Pre-Adjudication (Detention)

City: _____ State: _____ Zip: _____ Probation

Chief / Facility Administrator: _____ Phone: () () Fax: () () JJAEP

Day Reporting Program

Post-Adjudication (Secure)

Post-Adjudication (Non-Secure)

ALLEGED VICTIM INFORMATION

Juvenile's Name: _____ SS#: _____ Age: _____ DOB: _____ Gender: _____ Race: _____

PID#: _____ Current Location of Victim: Facility Residence Other Current Address of Victim: _____

Placing County: _____ Has county probation officer been notified? Yes No Is victim a TYC youth? Yes No TYC#: _____

ALLEGED PERPETRATOR/INVOLVED STAFF INFORMATION

Name: _____ Title: _____ Gender: _____ DOB: _____

Employment Status: Suspended Re-assigned Terminated Resigned Has the alleged perpetrator been involved with any prior allegations? Yes No

Exhibit "E"

DETAILS OF INCIDENT

(The details of the incident should include the WHO, WHAT, WHEN, WHERE, WHY and HOW. Also include a description of injuries, if any, and the type of medical treatment provided. Use additional pages if necessary)

Was the incident initially reported using the TJPC Incident Reporting Hotline? Yes No

If yes, please specify date reported: _____ (00-00-0000) and time reported: _____ a.m. / p.m.

I, _____ of _____
(printed name) (job title)

_____ in completing the Incident Report Form do hereby acknowledge the following: (department / facility name)

- TJPC's receipt of the Incident Report Form will result in the initiation of an abuse, neglect or exploitation investigation.
- TJPC's investigation is governed by Part 11 Title 37 Texas Administrative Code Chapter 349 in conjunction with Chapter 261 of the Texas Family Code.

Signed: _____ Date: _____

Exhibit "E"

4900 N. Lamar Blvd., 5th Floor East
Post Office Box 13547
Austin, TX 78711

<http://www.tjpc.state.tx.us>
Page 2 of 2
Revised 09/2005

Phone (512) 424-6700
TDD (512) 424-4000
Fax (512) 424-6716



Texas Juvenile Probation Commission
Private Service Provider Contractual Monitoring and Evaluation Report¹

NON-RESIDENTIAL PRODUCTS AND SERVICES

GENERAL INFORMATION

Name of Juvenile Probation Department		County
Name of Person Completing Report		Title of Person Completing Report
Name of Persons Contributing to Report		Date Completed

PROVIDER INFORMATION

Name of Private Non-Residential Service Provider		Applicable Dates of Contract	
Mailing Address of Service Provider		City, State	Zip Code
Phone Number (000-000-0000)	Fax Number (000-000-0000)	E-Mail Address	
Description and Frequency of Contracted Service		Type of Non-Residential Service: <input type="checkbox"/> Counseling Services <input type="checkbox"/> Psychological Services <input type="checkbox"/> Medical Services <input type="checkbox"/> Products or Services <input type="checkbox"/> Programs <input type="checkbox"/> Supervision Services <input type="checkbox"/> Other	

The Texas Juvenile Probation Commission's State Financial Assistance Contract requires that private service providers that are paid in whole or part with state funds shall be monitored at least twice during the fiscal year for programmatic and financial compliance. Use Pages 2-5 of this document to record the contractual requirements placed on the service provider and the results of your semi-annual or applicable periodic monitoring of the performance of the service provider. Please complete the Evaluation Section below at least annually for all private service provider contracts to monitor the service provider's compliance with contractual programmatic and financial requirements. Please refer to the Commission's *Private Service Provider Contract Requirements Summary [TJPC-FIS-32-04]* for additional information on which service provider services require written contracts, performance measures and accountability provisions.

Overall Review of Service Provider Performance	Satisfactory	Unsatisfactory*
Section I. Performance of Contract Goals, Outputs and Outcomes (see Page 2)	<input type="checkbox"/>	<input type="checkbox"/>
Section II. Compliance with Applicable General Legal Requirements (see Page 3)	<input type="checkbox"/>	<input type="checkbox"/>
Section III. Compliance with Accounting, Reporting and Auditing Requirements applicable to state funds received under the contract. (See Page 4)	<input type="checkbox"/>	<input type="checkbox"/>
Overall Performance and Compliance of Service Provider for this Review Period	<input type="checkbox"/>	<input type="checkbox"/>

Is Service Provider Eligible for Contract Renewal? Yes* No

* If a private service provider is eligible for contract renewal but has any "Unsatisfactory" ratings, please attach documentation explaining this inconsistency.

Exhibit "F"

¹ This form is provided by the Commission as a sample document that may be used in a comprehensive service provider monitoring program. This form is not required; however, adequate and complete written documentation must exist to evidence and detail the service provider monitoring performed by the juvenile probation department on at least a semi-annual basis. That documentation may consist of this form and/or a comparable document or documents of the juvenile probation department's choosing.

Section I Contract Goals, Outputs and Measurable Outcomes that Related Directly to Program Objectives

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be held accountable for delivery of quality services and all contracts shall include clearly defined goals, outputs and measurable outcomes that directly relate to program objectives.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail written contractual expectations and goals for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least annually the service provider's overall performance under Section I.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Description of contracted services/detailed scope of work to be performed (e.g., counseling).
- Description of frequency of services (e.g., weekly).
- Required timeframe of service.
- Contract effective dates.
- Output required (e.g., number of service units expected, reports to be produced, etc.).
- Product specifications required.
- Regular progress reports.
- Child specific goals or outcomes required, if applicable.
- Other (specify)

B. The following assessments of the performance of the service provider have been documented:

- Services were provided by the service provider in a timely manner.

Date Assessed:
Date Assessed:
Date Assessed:

- Number of contracted units or products provided as required in contract.

Date Assessed:
Date Assessed:
Date Assessed:

- Required written output/progress reports provided in acceptable format and timeframe.

Date Assessed:
Date Assessed:

Date Assessed:

- Services were provided in a cost effective manner.
- Other (specify)

C. The following additional actions have been taken to monitor the performance of this service provider:

- Contact (e.g., phone, mail, personal, etc.) with child and/or family receiving service to verify receipt of quality service.

Date Assessed:
Date Assessed:
Date Assessed:

- Quality assurance review of produced product.

Date Assessed:
Date Assessed:
Date Assessed:

- Other (specify)

Complete Section D and E at end of review period:

D. Overall performance of non-residential service provider in Section I (Contract Goals, Outputs and Measurable Outcomes that Relate Directly to Program Objectives)

[Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section I]

- Satisfactory
- Unsatisfactory [if checked, please complete Section E below]

E. If Performance was unsatisfactory, please describe any actions taken regarding service provider.

Section II General Legal and Regulatory Compliance of Service Provider

[The TJPC State Financial Assistance Contract requires that all private service providers paid in whole or part with state funds shall adhere to all applicable state and federal laws and regulations pertinent to the service provider's provision of services.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the general legal and administrative requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least annually the service provider's overall performance under Section II.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Requirement of compliance with all state and federal laws applicable to service provider and provision of services.
- Requirement of current state license, certification, or other necessary regulatory permits, etc.
- Requirement of professional credentials and licensing of staff as appropriate.
- Requirement that service provider disclose any pending or initiated criminal or governmental investigations related to service provider (e.g., FBI, DOJ, TJPC, etc.).
- Other (Specify)
- Other (Specify)

B. The following actions have been taken to monitor the general legal compliance of this service provider:

- Receipt and/or verification of professional credentials and required licensing of individual, if required.
Date Assessed:
- Receipt and/or verification of applicable licensure, certification, or permits.
Date Assessed:
- Reference check of provider and/or staff documented.
Date Conducted:
- Review prior complaints (if any) against provider.
Date Reviewed:
- Review Better Business Bureau information, if any.
Date Reviewed:
- Other (Specify)

Date:

- Other (Specify)

Date:

Complete Section C and D at end of review period:

C. Overall performance of non-residential service provider in Section II (General Legal and Regulatory Compliance of Service Provider) [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section II]

- Satisfactory
- Unsatisfactory (if checked, please complete Section D below)

D. If Performance was unsatisfactory, please describe any actions taken regarding service provider.

Section III
Accounting, Reporting and Auditing Requirements
Applicable to State Funds Received Under the Contract

[The TJPC State Financial Assistance Contract requires that private service providers paid in whole or part with state funds be required to account separately for the receipt and expenditure of state funds and be required to comply with clearly specified accounting, reporting and auditing requirements.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the financial accounting, reporting and auditing requirements for the service provider.
2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least annually the service provider's overall performance under Section III.

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Certification of service provider's eligibility to receive state funds under Texas Family Code Section 231.006.
- Requirement that service provider be a vendor in good standing (i.e., not on "vendor hold" status) with Texas Comptroller of Public Accounts, if applicable.
- Requirement of service provider's use of Generally Accepted Accounting Principles (GAAP).
- Requirement of separate accountability for the receipt and expenditure of state funds.
- Detailed billing processes, policies, procedures and timeframes.
- Detailed requirements for payment process, policies, procedures and timeframes.
- Requirement of 3 year records retention schedule or until all pending audits resolved.
- Detailed audit requirements and authority.
- Required periodic financial reporting.
- Other (Specify)
- Other (Specify)

B. The following actions have been taken to monitor the compliance of this service provider:

- Receipt and verification of eligibility of service provider to receive state funds.
Date Reviewed:
- Verification that service provider is in "good standing" with Texas Comptroller of Public Accounts. [Attach website printout, if applicable]
Date Reviewed:

- Receipt and review of timely and accurate billing documents from service provider.
Date Assessed:
Date Assessed:
Date Assessed:

- Reconciliation of billing documents to juvenile probation department/county financial records.
Date Assessed:
Date Assessed:
Date Assessed:

- Receipt and review of financial statements or audit.
Date Reviewed:

- Other (Specify)

Date:

- Other (Specify)

Date:

Complete Section C and D at end of review period:

C. Overall performance of non-residential service provider in Section III (Accounting, Reporting and Auditing Requirements) [Please note performance rating on Page 1 Overall Review of Service Provider's Performance under Section III]

- Satisfactory
- Unsatisfactory [if checked, please complete Section D below]
[if checked, please complete Section D below]

- D. If Performance was unsatisfactory, please describe any actions (e.g., sanction, penalties, etc.) taken regarding service provider in Section IV of this document.

the service provider.

2. Check all actions taken to periodically monitor the compliance of the service provider with the applicable contractual requirements under this section.
3. Evaluate at least annually the service provider's overall performance under Section IV

A. Written provisions placed in the service provider contract included (attach copy of contract):

- Termination of contract for noncompliance or nonperformance of contractual provisions.
- Termination for cause provision.
- Termination without cause provision.
- Mutual termination provision.
- Specific sanctions, penalties for noncompliance or substandard compliance.
- Withholding, suspension, reduction of payment provisions for noncompliance or non-performance.

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Date:

- Payment withheld, suspended, reduced (Specify details)

Date:

Date:

Date:

Date:

- Refund of payment (Specify details)

Date:

Date:

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

Agenda Item:

Date: August 24, 2006

Subject: Food Service Child Nutrition Cooperative Purchasing Contracts
06-07 School Year

Presented By: Tony Reza and Adele Balesh

Consent Agenda:

ACTION

1. BACKGROUND INFORMATION:
The Food Service Department participates in several cooperative purchasing programs which will aggregate to over \$25,000. Listed are the cooperative programs, products and awarded companies:

Commodity Storage
Professional Food Systems
Defense Logistics Agency
Products – Segovia’s
West Texas Cooperative
Food – Ben E. Keith
Meat – Quinteros
Region XIX Educational Service Center
Bakery – Flowers Baking Co.
Mexican Food – Mexi-Snax
Dairy – Prices Dairies
Equipment and Utensils – National Restaurant
Linen – Unifirst
Machine supplies and Extermination – ECO Lab
Paper and Chemical – All American, Arspec Inc., Interbor Packaging, Laundry Supply, Professional Packaging, Springtime, Spectrum Paper, Sun Set, SW Mills and ZEP Manufacturing
The Cooperative Purchasing Network
Supplies and Equipment – National Restaurant
Buy Board Purchasing Program
Supplies and Equipment – Pasco Brokeage, National Restaurant
2. SUPERINTENDENT RECOMMENDATION:
The Superintendent approves to purchase items, materials and supplies for the Food Service Child Nutrition Program from the listed cooperative purchasing programs.
3. BOARD ACTION REQUESTED:
The Board of Trustees approves the Superintendent’s recommendation.

MOTION _____ SECOND _____

AYES _____ NAYS _____

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

Agenda Item:

Date: August 24, 2006

Subject: Specialty Food Items RFP # 06-15

Presented By: Tony Reza and Adele Balesh

Consent Agenda: ✓

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), for any purchases that cost or aggregates to over \$25,000 shall require Board approval before a transaction may take place. This request is to approve RFP 06-15, Specialty Food Items for the Food Service Department to ***Shamrock Foods Company*** to include canned goods, frozen items, meats, spices, sauces, and dry goods. CISD reserves the right to add additional items during the contract period as the need arises.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval to award the Specialty Food Items RFP # 06-15 to ***Shamrock Foods Company***.

3. BOARD ACTION REQUESTED:


The Board of Trustees approves the Superintendent's recommendation.

MOTION _____ SECOND _____

AYES _____ NAYS _____

**Canutillo Independent School District
Specialty Food Items
RFP# 06-15**

Shamrock Foods Company

Adele Roberts

Rachel Frayne

RFP Form

Spices, Sauces

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
1) Chipotle Peppers in Adobo Sauce 24/300	32 units 1659571	Embassy	12/26oz	\$1.36	\$1,643.52
2) Diced Red Pimentos 24/300	32 units 1911811	Shamrock	24-#2 1/2	38.64	\$1,236.48
3) Mole Paste 10lb	32 units			—	no bid
4) Chopped Garlic 5 lb	32 units 8529883	Shamrock	1gal	14.103	\$468.16
5) Anise Seed 1lb	32 units 2132471	Shamrock	16oz	13.14	420.48
6) Basil Leaf 7 oz	8 units 2132291	Shamrock	5.5oz	5.09	40.72
7) Bay Leaves 10 oz	32 units 2132651	Shamrock	13oz	14.11	451.52
8) Cinnamon Sticks 1 lb	8 units 2132771	Shamrock	9oz	10.98	87.60
9) Cumin 5 lb	32 units 1676973	PCFSP	5#	15.48	495.36
10) Cream of Tartar 1 lb	8 units 2132821	Shamrock	29oz	15.94	127.52
11) Dill Weed 5 oz	8 units 2132851	Shamrock	5oz	9.08	72.64
12) Ginger 1 lb	8 units 213561	Shamrock	16oz	12.13	97.04
13) Lemon Pepper 1 lb	8 units 2131881	Shamrock	28oz	9.75	78.00
14) Dry Mustard 1 lb	8 units 1972211	Colman	1#	5.94	47.52
15) Nutmeg 1 lb	32 units 2133001	Shamrock	23oz	6.08	194.56
16) Oregano Leaf 1 lb	32 units 2110131	Shamrock	1.5# 45	19.19	614.08

anutillo ISD - Specialty Food Items

FP # 06-15

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
1) Parsley Flakes 10 oz	32 units 2116151	Shamrock	11oz	11.14	356.48
2) Red Crushed Pepper 1 lb	64 units 1751691	ASA	5#	8.93	571.52
3) White Pepper 1 lb	8 units 2133741	Shamrock	17oz	12.43	99.44
4) Poultry Seasoning 12 oz	32 units 2133771		10oz	7.93	253.76
5) Sage 8 oz	32 units 2133841	Shamrock	6oz	8.33	266.56
6) Seasoned Salt 5 lb	32 units 2131671	Shamrock	5#	11.25	360.00
7) Thyme 1 lb	8 units 2133881	Shamrock	12oz	9.75	78.00
8) Vanilla Extract 1 gal	32 units 2133981	Shamrock	1gal	10.70	342.40
9) Almond Extract 1 gal	8 units 2133921	Shamrock	16oz	5.25	42.00
10) Soy Sauce 1 gal	32 units 1903303	Shamrock	1gal	6.01	192.32
11) Teriyaki Sauce 1 gal	32 units 1924953	Kikkō	1gal	11.19	358.08
12) Sweet 'N Sour Sauce, 1 gal	32 units 5558471	Unibers	2-1gal	27.81	889.92

Canned Goods

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
1) Honey 6/5	32 units 1982261	Crockett	6-5#	48.28	1544.96
2) Low Fat Condensed Milk 24	32 units 1268111	Carnation	24-14oz	39.68	1269.76

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
				no bid	
3) Bakers Joy 12/1	64 units				
4) Butter Buds Spray Mist 12/1	64 units 2111791	Butterbuds	4/14oz	20.19	1,292.16
5) Canola Oil 20 lb	64 units 0375271	Surpm	35#	28.27	1817.28
6) Olive Oil 20/20 20 lb Blend	32 units 2294691	Villa Fran	6-1gal	41.72	1335.04
7) Lime Juice 1 gal	8 units 1906893	Real	1gal	13.32	106.56
8) Black Olives, Sliced, 6/10	32 units 1573451	6-10#	SanValley	32.00	1025.92
9) Green Olives Manzanilla, Small 4/1gal	8 units 2305571	Villa Fran	4-1gal	51.38	411.04
10) Sliced Beets 6/10	32 units 1909761	BHVS	6-10	21.19	678.08
11) Garbanzo Beans 6/10	32 units 19099021	Bltus	6-10	18.65	596.80
12) Kidney Beans 6/10	32 units 1910241	BHVS	6-10	19.58	626.56
13) Black Beans 6/10	32 units 2097561	San Pedro	6-10	18.40	588.80
14) Red Wine Vinegar 1 gal	32 units 2175713	Katy	1gal	5.79	185.28
15) Dijon Mustard 1 gal	8 units 1941203	Proland	137oz	14.88	116.64
16) Hot Sauce, Louisiana 1 gal	32 units 2087401	Louisiana	4-1gal	29.66	949.12
17) Liquid Smoke 1 gal	32 units 3146333	NBC	1gal	11.29	361.28
18) Parmesan Cheese, 1lb	64 units			no bid	

SHAMROCK FOODS COMPANY

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
19) Pepperoncini Sliced, 4/1	2306401 8 units	Villa	4-1 gal	24.76	198.08

Meats
Frozen, Refrigerated

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
1) Blueberries Frozen, 10 lbs	32 units 0220331	AGUES	30#	79.93	2558.40
2) Provolone Cheese Sliced, 6/5	2220561 32 units	Cobblestone	10-1#	30.39	972.48
3) Swiss Cheese Sliced, 6/5	2220551 32 units	Cobblestone	10-1#	37.18	1189.76
4) Smoked Ham 10 lb	2323141 2000 lbs	Cobblestone	2-11 Ave	1.59#	3180.00
5) Smoked Turkey 10 lb	2000 lbs 2306621	Cobblestone	2-19.75#	48.16	4969.74
6) Ham, Boneless 10 lb PFT	4000 lbs 2323331	Cobblestone	2-16#	2.26#	9040.00
7) Beef Fajitas 10 lb	2000 lbs 2043191	Shamrock	4-2.5#	43.29	8658.00
8) Beef, Inside Round Trimmed Choice 10-20lb	2000 lbs 0944741	SIS	3-20#	1.84#	3680.00
9) Brisket 10-120 lb	2000 lbs 0947141	Packer	6-9#	1.41#	2820.00
10) Pork Chop Center cut, 4 oz.	1774291 2000 lbs	Shamrock	48/4oz. Pks	3.59#	7100.00
11) Pork Loin 10-20 lb	800 lbs 0949791	Armsity	6-6-8#	2.07#	1656.00
12) Jumbo Chicken Wings 10 lb	2008871 800 lbs	Packer	8-10ct 8/5#	48.36	967.20
12) Pollock Fillet 4 oz. IQF (1916661)	0368411 2000 lbs	Packer Packer	25# 2-4oz 25# 4-6oz	55.50 52.95	4440.00 4236.00
13) Cod Fillet 4 oz IQF	2123061 2000 lbs	Shamrock	10# 4oz	9.59#	19,180.00

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
14) Beef Tenderloin 10-20 lb	2000 lbs 1690311	Shamrock	4-5# Avg	9.59#	19180.00
15) Strip Beef Steak 4 oz. E/E Cn/Sal	2000 lbs 1758051 1736921	1728261 - NY Strip Select E/E Shamrock NY Strip Choice	32-6oz 40-4oz Flat Top 32-6oz	9.60# 6.75# 12.104#	19200.00 13500.00 25260.00
16) Ground Turkey 20lb	2000 lbs 1926031	Sh end	2-10#	14.76	1476.00
17) Ground Beef 81-19 20lb	2000 lbs 1778391	Shamrock	2-10#	1.95#	3900.00
18) Shrimp Ckd P & D 250/350 Ct.	2000 lbs 2136291	Shamrock	2/5#	33.80	6760.00
19) Salad Shrimp 10 lb size	800 lbs 2136281 2136271	Shamrock	2/5# 150-200+ 2-5# 100-150ct	38.88 39.45	3110.40 3156.00
20) Diced Pork 1" Cubes Trimmed 10 lb	2000 lbs 0956341	America	10#	16.35	3270.00
21) Diced Beef 1" Cubes 3/4" Trimmed 10 lb	2000 lbs 0762241	America	10#	18.75	3750.00

Dry Goods

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
1) Sliced Almonds 10 lb	8 units 1923901	Shamrock	3-2#	44.80	358.40
2) Dry Roasted Peanuts 10 lb	8 units 1926871	Shamrock	3-2#	13.76	110.08
3) Walnut Pieces 10 lb	8 units 1930631	Shamrock	3-2#	32.25	258.00
4) Pecan Pieces 10 lb	8 units 1928851	Shamrock	3-2#	51.30	410.40
5) Sesame Seed 10 lb	8 units 2261121	Packer	6#	14.06	112.48
			49		

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
6) Poppy Seed 5 lb	8 units 2133761	Shamrock	2002	6.55	52.40
7) Raisins 30 lb	38 units 1930911	STPLT	30#	37.73	1433.74
8) PC No Calorie Sweeteners,	4000 ct		2000ct	6.77	
PC Sweet N'Low	64 units	Sugar food 1553611	2-1250 ct	22.44 9.71	621.44
PC Equal	64 units	Shamrock 1918911	20000 ct	27.36 22.14	1436.16
PC Splenda	64 units	Splenda 1605421	2000ct	14.59 27.35	1750.40
9) PC Liquid Coffee Creamers,	100 ct				
Hazelnut	64 units	MorningStar 1853201	288ct	14.59	933.76
Amaretto	64 units	" 1251091	288ct	14.59	933.76
Irish Cream	64 units	" 1251101	288ct	14.59	933.76
French Vanilla	64 units	" 1250891	288ct	14.59	933.76
10) SUGAR FREE CRYSTAL LITE 6/1 LEMONADE FRUIT PUNCH	64 UNITS 64 UNITS	Crystallite 1931541 " 1931651	12-2gal 12-2gal	35.86 35.86	2295.04 2295.04
11) Croutons 10 lb	64 units 1920721	Shamrock	10-1#	15.16	970.24
12) Chow Mein Noodles 10 lb	64 units 1924771	Lo Choy	6-10	20.20	1292.80
13) Corn Flake Crumbs 10 lb	8 units 1883181	Kalleegs	12-262	31.63	253.04
14) Lentils, Dry 10 lb	8 units 1910261	Shamrock	20#	10.34	82.72
15) Navy Beans, Dry 10 lb	8 units 2075141	Shamrock	20#	11.78	94.24
16) Split Peas, Dry 10 lb	8 units 2157231	Shamrock	20#	9.89	79.12
17) Pasta, 20 lb Orzo Ziti Rotini, Colored Fusilli	64 units 8 units 64 units 8 units	Shamrock 4062641 M.ZEE 1770011 VillaFran 2078291 Tri-Fillo 7406591	20-1# 2-10# 50-10# 20-1#	20.55 13.65 18.56 20.57	1315.20 109.20 1187.84 164.56

PRODUCT	ESTIMATED USAGE	BRAND	PACK SIZE	UNIT PRICE	EXTENSION
Letters	64 units				
Stars	8 units				
18) Wild Rice Blend	38 units				
10 lb	1931961	Ul Bens	6-36oz	35.10	1333.80
Brown Rice	64 units				
10 lb	3483591	Receland	25#	7.72	494.08
Long Grain	64 units				
10 lb	1968341	Ul Bens	2-10#	12.93	827.52
19) Butter Buds	64 units				
6/1 y2	2119231	Butterbuds	24/4oz	28.67	1834.88


The quantities shown on the bid form are estimated, based on district need. It is specifically understood and agreed that these quantities are approximate and any decreased or increased quantities will be paid for at the quoted bid price. It is further understood that the supplier shall not have any claim against the District for quantities less than the estimated amount.

Exclusions: Sales tax

Receipt is hereby acknowledged of the following addenda:

No. ___ Dated ___ / No. ___ Dated ___ / No. ___ Dated ___

ShamRock foods
Firm Name


Authorized Signature

8/2/2006
Date

Dan Cox
Print or type signatory name

2540 n. 29th Ave
Address

Vice President
Position/Title

Phoenix, AZ 85009
City / State

85009
Zip Code

800 289 3663
Phone

602 477-6840
Fax Number

E-mail address

Web Page



Canutillo Independent School District

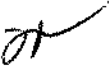
7965 Artcraft Rd.
El Paso, TX 79932

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

Tony Reza
Comptroller

(915) 877-7430
FAX (915) 877-7877
treza@canutillo-isd.org

To: Board of Trustees

From: Tony Reza 

Date: August 22, 2006

Re: Proposed FY2006-2007 Preliminary Budget

Attached are sheets detailing changes in the proposed budgets of departments for fiscal year 2006-2007. This information was not yet completed when the board was provided with a detail budget of the Operating Fund (dated July 22, 2006). It is for your information and review. Feel free to ask questions during the public hearing (scheduled for August 24, 2006). Please bring these documents with you.

In addition, the proposed budget was amendment to include the Personnel Committee items scheduled for the same day. The proposed budget was increased by \$18,816 to accommodate those items. Should the board not approve one or all the items, the funds will be kept in the budget for future use.

If you have any questions, please call me at 877-7425.

Attachments

Copy to: Dr. Pam Padilla, Superintendent



CAMPUS/DEPARTMENT: #730 Public Information Department

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Increase for bond accountability committee	\$8,000
Increase in extra duty pay for staff	2,000
Increase in salaries and health care	6,111
Increase for legal postings district wide	3,000
Decrease from prior year for new CHS opening ceremonies	(8,000)
Increase in postage	500
Increase in contracted services for translations of bond issuances and board items	2,350
Increase in miscellaneous items	<u>349</u>
 Total Increases	 <u>\$14,310</u>

CAMPUS/DEPARTMENT: #801 Day Care Organizational Unit

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Increase in salaries, health care & fringes	\$16,447
Decrease in food (decrease based on prior year usage)	<u>(3,699)</u>
Total Increases	<u>\$12,748</u>

CAMPUS/DEPARTMENT: #806 Even Start Literacy

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Increase in salaries, health care & fringes	\$5,710
Increase in testing materials	2,000
Increase in employee travel	500
Increase in miscellaneous operating expenses	<u>3,000</u>
Total Increases	<u>\$11,210</u>

CAMPUS/DEPARTMENT: #904 Associate Superintendent

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Decrease in salaries, health care & fringes (compared to former Assistant Superintendent)	(\$4,384)
Increase to provide district's code of conduct materials	5,000
Increase in contracted services	4,000
Increase in miscellaneous operating expenses	<u>1,500</u>
Total Increases	<u>\$6,116</u>

CAMPUS/DEPARTMENT: #910 Transportation Department

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Decrease of two busses from the total purchased last year	(\$128,600)
Increase in fuel costs	59,000
Increase in salaries, health care and fringes	63,137
Increase in tools supplies	12,000
Increase in fleet insurance	4,000
Miscellaneous increases	<u>10,300</u>
Total Increases	<u>\$19,837</u>

CAMPUS/DEPARTMENT: #914 Warehouse Department

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Increase in salaries, health care & fringes (also due to additional days)	\$18,555
Increase in supplies, travel and other for property values and energy management	2,250
Increase for shredding services	5,000
Funds for purchase of forklift and pallet jack	15,000
Miscellaneous decreases	<u>(8,925)</u>
Total Increases	<u>\$31,880</u>

CAMPUS/DEPARTMENT: #915 Facilities Department

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Decrease in budget priority from prior year (fixing of roofs if bond issuance was not passed)	(\$100,000)
Increase in contracted services due to increase in campuses	20,000
Increase in salaries, health care and fringes	26,677
Decrease in budget priority from prior year (moving expenditures for new high school)	<u>(15,000)</u>
Total Decreases	<u>(\$68,323)</u>

CAMPUS/DEPARTMENT: #916 School Improvement Department

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Increase in testing materials (testing administration transfer to this department)	\$21,000
Transfer of staff development training	22,400
Increase in supplies for instruction, staff development and admin.	7,000
Transfer of secretary from budget unit #912 (net increase)	24,838
Increase due to split funding of administrator's salary that belongs in budget unit #917 being placed here	38,945
Increase for textbooks	8,000
Transfer of local Wellness program funds to this department	7,100
Transfer of secondary counseling services & supplies from budget unit #912	6,500
Miscellaneous increases	<u>671</u>
Total Increases	<u>\$136,454</u>

CAMPUS/DEPARTMENT: #917 Career Education Department

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Decrease in employee, student and parent travel	(\$30,094)
Decrease in supplies for instruction, staff development and admin.	(35,500)
Decrease due to split funding of that belongs in budget unit #917-Career Education-being placed in budget unit #916	(38,945)
Decrease in contracted and professional services	(15,500)
Decrease in fixed assets	(10,456)
Miscellaneous Decreases	<u>(10,599)</u>
 Total Decreases	 <u>\$(141,094)</u>

Note: CATE personnel are funded out of CATE state funds. When salary increases were approved, the remaining non-salary amounts were much smaller than the prior year. Consequently, decreases in non-salary items had to be made.

CAMPUS/DEPARTMENT: #918 Special Education Department

Below is a listing of significant changes in the proposed budget for this organization unit.

Budget Changes	Approximate Amount
Increase in salaries, health care & fringes	\$10,957
Decrease in miscellaneous operating expenses	<u>(2,827)</u>
Total Increases	<u>\$8,130</u>

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

Agenda Item: _____

Date: August 24, 2006

Subject: Year End Budget Amendments for Fiscal Year 2005-2006

Presented By: Tony Reza

Consent Agenda: _____

ACTION

1. BACKGROUND INFORMATION:

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

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

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendments.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendments.

MOTION _____ SECOND _____

AYES _____ NAYS _____



**CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT
BOARD AMENDMENT EXECUTIVE SUMMARY SHEET**

FUNDING SOURCE:

Local Funds

IF GRANT, PLEASE PROVIDE THE FOLLOWING:

-GRANT AWARD:

-GRANT PERIOD:

-GRANT OBJECTIVES:

-GRANTING AGENCY:

PURPOSE OF THE AMENDMENT:

These budget amendments are to close out fiscal year 2005-2006. The district is increasing revenues and expenditures from other functions to ensure that all functions will not have a deficit balance at year end. The district also has to record TRS On-Behalf payments for the employees. Payments made by the state to TRS on behalf of a school district must be recorded as equal revenues and expenditures of the school district.

HOW WILL THIS IMPACT EDUCATION:

The budget amendments submitted are needed to keep the district in a sound financial position. Fiscal responsibility is essential in a school district so that funds necessary for improving education are available.

WHAT DISTRICT OR CAMPUS GOALS WILL BE MET WITH THIS AMENDMENT:

District goals pertaining to education and fiscal responsibility will be met.

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Year End Budget Amendment

DATE: August 24, 2006

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.71.6512.00.999.6.99 Capital Lease Prin	1,011,000	(625,000)	386,000
			0
199.11.6119.00.001.6.11 Salaries	2,454,643	400,000	2,854,643
199.12.6119.00.001.6.11 Salaries	43,988	10,000	53,988
199.13.6119.00.726.6.99 Extra Duty Pay	21,810	10,000	31,810
199.21.6119.00.904.6.99 Salaries	0	10,000	10,000
199.23.6119.00.042.6.99 Salaries	0	35,000	35,000
199.23.6121.00.042.6.99 Overtime Pay	2,000	2,000	4,000
199.23.6129.00.042.6.99 Salaries	7,874	6,000	13,874
199.23.6142.00.042.6.99 Health Insurance	0	6,000	6,000
199.23.6143.00.042.6.99 Worker's Comp	0	500	500
199.23.6145.00.042.6.99 Unemployment Comp	0	100	100
199.23.6146.00.042.6.99 Teacher Retirement	0	1,300	1,300
199.23.6146.01.042.6.99 TRS Payroll Tax	0	500	500
199.23.6269.00.101.6.99 Rental - Copy Machine	1,989	2,500	4,489
199.23.6269.00.103.6.99 Rental - Copy Machine	5,600	6,000	11,600
199.34.6126.00.910.6.99 Part Time/Temp Pay	13,051	15,100	28,151
199.34.6311.00.910.6.99 Gasoline/Fuel	156,085	35,000	191,085
199.41.6211.00.701.6.99 Legal Fees	86,000	10,000	96,000
199.51.6129.00.915.6.99 Salaries	367,224	65,000	432,224
199.53.6119.00.728.6.99 Salaries	122,411	10,000	132,411

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director Business Services

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: TRS - On Behalf

DATE: August 24, 2006

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
101.00.5831.00.000.6.00 TRS-On Behalf		59,432.00	59,432.00
199.00.5831.00.000.6.00 TRS-On Behalf		1,374,784.00	1,374,784.00
101.35.6144.00.909.6.99 TRS-On Behalf		59,432.00	59,432.00
199.11.6144.00.999.6.99 TRS-On Behalf		901,932.00	901,932.00
199.12.6144.00.999.6.99 TRS-On Behalf		22,118.00	22,118.00
199.13.6144.00.999.6.99 TRS-On Behalf		51,368.00	51,368.00
199.21.6144.00.999.6.99 TRS-On Behalf		41,269.00	41,269.00
199.23.6144.00.999.6.99 TRS-On Behalf		73,240.00	73,240.00
199.31.6144.00.999.6.99 TRS-On Behalf		36,978.00	36,978.00
199.32.6144.00.999.6.99 TRS-On Behalf		3,863.00	3,863.00
199.33.6144.00.999.6.99 TRS-On Behalf		13,173.00	13,173.00
199.34.6144.00.999.6.99 TRS-On Behalf		38,879.00	38,879.00
199.36.6144.00.999.6.99 TRS-On Behalf		21,086.00	21,086.00
199.41.6144.00.750.6.99 TRS-On Behalf		56,297.00	56,297.00
199.51.6144.00.999.6.99 TRS-On Behalf		83,673.00	83,673.00
199.53.6144.00.999.6.99 TRS-On Behalf		12,390.00	12,390.00
199.61.6144.00.999.6.99 TRS-On Behalf		19,518.00	19,518.00

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



Superintendent

8-23-06
Date



Executive Director Business Services

8/22/06
Date

BUDGET CODE		CURRENT BUDGET	CHANGE	AMENDED BUDGET
599.00.5711.00.000.6.00	Taxes, Current Year	1,420,654	209,966	1,630,620
599.00.5712.00.000.6.00	Taxes, Prior Years	-	103,371	103,371
599.00.5742.00.000.6.00	Earnings/Investments		127,000	127,000
599.71.6511.00.999.6.99	Bond Principal	1,592,300	192,700	1,785,000
599.71.6521.00.999.6.99	Bond Interest	2,011,790	36,671	2,048,461
599.71.6599.00.999.6.99	Other Debt Fees	7,700	209,966	217,666

Operating Fund

Function 11 - To increase amount for salaries for August accruals

Function 12 - To increase amount for salaries due to opening of Alderete Middle School

Function 13 - To increase the amount for extra duty pay for new employee in-service

Function 21 - To increase amount for salaries due to reorganization of central office personnel

Function 23 - To increase amounts for salaries, copy machine rentals, and postage due to opening of Alderete Middle School

Function 34 - To increase amount for salary and increase cost of fuel

Function 41 - To increase amount for legal fees


Function 51 - To increase amount for salary and overtime for CMS and AMS

Function 53 - To increase amount for salary

Function 71 - To decrease amount budgeted for Lease Purchase not used due to refunding of bonds in April

Debt Service Fund

To increase revenue and expenses in debt service to meet principal and interest payments due to the refunding of debt in operating fund.

 8-23-06
Superintendent

 8/22/06
Executive Director Business Services

**Canutillo Independent School District
Office of the Superintendent
Post Office Box 100
Canutillo, Texas**

Agenda Item:

Date: August 24, 2006

Subject: Proposed Ticket Prices FY2006-2007 Football Season

Presented By: Tony Reza

Consent Agenda: _____

ACTION

1. BACKGROUND INFORMATION:

Attached is an analysis detailing the total football tickets sold and revenue generated for the last three years. The analysis indicates that the approved higher ticket prices last year generated higher football revenues. The district generated \$32,145 in total athletic revenues as compared to \$14,355 in fiscal year 2005. Therefore, the administration is recommending that **NO CHANGES** be made to the ticket prices from last year. The district's recommended prices are listed next to the prices of several surrounding districts:

	CISD	EPISD	YISD
Advance Ticket Prices: Adult Ticket Prices	\$4.00	\$5.00	\$4.00
Student Ticket Prices	\$2.00	\$3.00	\$2.00
Gate Ticket Prices: Adult Ticket Prices	\$5.00	\$6.00	\$5.00
Student Ticket Prices	\$3.00	\$4.00	\$3.00

2. SUPERINTENDENT RECOMMENDATION:

Recommend approval of the proposed football ticket prices as listed above.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the football ticket prices as listed above for fiscal year 2006-2007.

MOTION _____

SECOND _____

FOR _____

AGAINST _____

**CANUTILLO ISD
FOOTBALL TICKET SALES**

				'03-04 SCHOOL YEAR SALES							'04-05 SCHOOL YEAR SALES				
				TICKETS SOLD	PRICE	TOTAL					TICKETS SOLD	PRICE	TOTAL	03-04 / 04-05 DIFFERENCE	
GAME DATE: 09/02/2005	GAME DATE: 08/29/2003						GAME DATE: 08/27/2004								
ADVANCE TICKET SALE (A)	ADVANCE TICKET SALE (ADULT)			39	\$3.00	\$117.00	ADVANCE TICKET SALE (ADULT)			44	\$2.00	\$88.00			
ADVANCE TICKET SALE (S)	ADVANCE TICKET SALE (STUDENT)			70	\$1.50	\$105.00	ADVANCE TICKET SALE (STUDENT)			90	\$1.00	\$90.00			
GATE TICKET SALE (ADUL	GATE TICKET SALE (ADULT)			359	\$4.00	\$1,436.00	GATE TICKET SALE (ADULT)			491	\$3.00	\$1,473.00			
GATE TICKET SALE (STUD	GATE TICKET SALE (STUDENT)			719	\$2.00	\$1,438.00	GATE TICKET SALE (STUDENT)			794	\$1.50	\$1,191.00			
TOTAL SALES	TOTAL SALES			1187		\$3,096.00	TOTAL SALES			1419		\$2,842.00	\$	(254.00)	
GAME DATE: 09/09/2005	GAME DATE: 09/05/2003						GAME DATE: 09/17/2004								
ADVANCE TICKET SALE (A)	ADVANCE TICKET SALE (ADULT)			39	\$3.00	\$117.00	ADVANCE TICKET SALE (ADULT)			61	\$2.00	\$122.00			
ADVANCE TICKET SALE (S)	ADVANCE TICKET SALE (STUDENT)			47	\$1.50	\$70.50	ADVANCE TICKET SALE (STUDENT)			96	\$1.00	\$96.00			
GATE TICKET SALE (ADUL	GATE TICKET SALE (ADULT)			293	\$4.00	\$1,172.00	GATE TICKET SALE (ADULT)			365	\$3.00	\$1,095.00			
GATE TICKET SALE (STUD	GATE TICKET SALE (STUDENT)			576	\$2.00	\$1,152.00	GATE TICKET SALE (STUDENT)			601	\$1.50	\$901.50			
TOTAL SALES	TOTAL SALES			955		\$2,511.50	TOTAL SALES			1123		\$2,214.50	\$	(297.00)	
GAME DATE: 09/23/2005	GAME DATE: 10/03/2003						GAME DATE: 10/01/2004								
ADVANCE TICKET SALE (A)	ADVANCE TICKET SALE (ADULT)			91	\$3.00	\$273.00	ADVANCE TICKET SALE (ADULT)			239	\$2.00	\$478.00			
ADVANCE TICKET SALE (S)	ADVANCE TICKET SALE (STUDENT)			103	\$1.50	\$154.50	ADVANCE TICKET SALE (STUDENT)			214	\$1.00	\$214.00			
GATE TICKET SALE (ADUL	GATE TICKET SALE (ADULT)			659	\$4.00	\$2,636.00	GATE TICKET SALE (ADULT)			625	\$3.00	\$1,875.00			
GATE TICKET SALE (STUD	GATE TICKET SALE (STUDENT)			961	\$2.00	\$1,922.00	GATE TICKET SALE (STUDENT)			791	\$1.50	\$1,186.50			
TOTAL SALES	TOTAL SALES			1814		\$4,985.50	TOTAL SALES			1869		\$3,753.50	\$	(1,232.00)	
GAME DATE: 10/07/2005	GAME DATE: 10/24/2003						GAME DATE: 10/22/2004								
ADVANCE TICKET SALE (A)	ADVANCE TICKET SALE (ADULT)			53	\$3.00	\$159.00	ADVANCE TICKET SALE (ADULT)			13	\$2.00	\$26.00			
ADVANCE TICKET SALE (S)	ADVANCE TICKET SALE (STUDENT)			45	\$1.50	\$67.50	ADVANCE TICKET SALE (STUDENT)			13	\$1.00	\$13.00			
GATE TICKET SALE (ADUL	GATE TICKET SALE (ADULT)			497	\$4.00	\$1,988.00	GATE TICKET SALE (ADULT)			240	\$3.00	\$720.00			
GATE TICKET SALE (STUD	GATE TICKET SALE (STUDENT)			560	\$2.00	\$1,120.00	GATE TICKET SALE (STUDENT)			553	\$1.50	\$829.50			
TOTAL SALES	TOTAL SALES			1155		\$3,334.50	TOTAL SALES			819		\$1,588.50	\$	(1,746.00)	
GAME DATE: 10/28/2005	GAME DATE: 11/07/2003						GAME DATE: 11/05/2004								
ADVANCE TICKET SALE (A)	ADVANCE TICKET SALE (ADULT)			42	\$3.00	\$126.00	ADVANCE TICKET SALE (ADULT)			24	\$2.00	\$48.00			
ADVANCE TICKET SALE (S)	ADVANCE TICKET SALE (STUDENT)			56	\$1.50	\$84.00	ADVANCE TICKET SALE (STUDENT)			38	\$1.00	\$38.00			
GATE TICKET SALE (ADUL	GATE TICKET SALE (ADULT)			291	\$4.00	\$1,164.00	GATE TICKET SALE (ADULT)			380	\$3.00	\$1,140.00			
GATE TICKET SALE (STUE	GATE TICKET SALE (STUDENT)			508	\$2.00	\$1,016.00	GATE TICKET SALE (STUDENT)			533	\$1.50	\$799.50			
TOTAL SALES	TOTAL SALES			897		\$2,390.00	TOTAL SALES			975		\$2,025.50	\$	(364.50)	
	GRAND TOTAL			6008		69	GRAND TOTAL			6205			\$	(3,893.50)	

**'05-06 SCHOOL YEAR
SALES**

GAME DATE: 09/02/2005	TICKETS			04-05 / 05-06
	SOLD	PRICE	TOTAL	DIFFERENCE
ADVANCE TICKET SALE (ADULT)	42	\$4.00	\$168.00	
ADVANCE TICKET SALE (STUDENT)	67	\$2.00	\$134.00	
GATE TICKET SALE (ADULT)	344	\$5.00	\$1,720.00	
GATE TICKET SALE (STUDENT)	540	\$3.00	\$1,620.00	
TOTAL SALES	993		\$3,642.00	\$800.00

GAME DATE: 09/09/2005	TICKETS			DIFFERENCE
	SOLD	PRICE	TOTAL	
ADVANCE TICKET SALE (ADULT)	29	\$4.00	\$116.00	
ADVANCE TICKET SALE (STUDENT)	61	\$2.00	\$122.00	
GATE TICKET SALE (ADULT)	318	\$5.00	\$1,590.00	
GATE TICKET SALE (STUDENT)	493	\$3.00	\$1,479.00	
TOTAL SALES	901		\$3,307.00	\$1,092.50

GAME DATE: 09/23/2005	TICKETS			DIFFERENCE
	SOLD	PRICE	TOTAL	
ADVANCE TICKET SALE (ADULT)	151	\$4.00	\$604.00	
ADVANCE TICKET SALE (STUDENT)	159	\$2.00	\$318.00	
GATE TICKET SALE (ADULT)	565	\$5.00	\$2,825.00	
GATE TICKET SALE (STUDENT)	782	\$3.00	\$2,346.00	
TOTAL SALES	1657		\$6,093.00	\$2,339.50

GAME DATE: 10/07/2005	TICKETS			DIFFERENCE
	SOLD	PRICE	TOTAL	
ADVANCE TICKET SALE (ADULT)	38	\$4.00	\$152.00	
ADVANCE TICKET SALE (STUDENT)	50	\$2.00	\$100.00	
GATE TICKET SALE (ADULT)	286	\$5.00	\$1,430.00	
GATE TICKET SALE (STUDENT)	446	\$3.00	\$1,338.00	
TOTAL SALES	820		\$3,020.00	\$1,431.50

GAME DATE: 10/28/2005	TICKETS			DIFFERENCE
	SOLD	PRICE	TOTAL	
ADVANCE TICKET SALE (ADULT)	86	\$4.00	\$344.00	
ADVANCE TICKET SALE (STUDENT)	109	\$2.00	\$218.00	
GATE TICKET SALE (ADULT)	660	\$5.00	\$3,300.00	
GATE TICKET SALE (STUDENT)	786	\$3.00	\$2,358.00	
TOTAL SALES	1641		\$6,220.00	\$4,194.50

\$ 9768.00

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

Agenda Item: _____ Date: August 24, 2006

Subject: Review of Board Policy CDA (Local) Other Revenues: Investment

Presented By: Tony Reza, Executive Director Consent Agenda: _____

ACTION

1. BACKGROUND INFORMATION:

The investment policy and investment strategy shall be reviewed by the Board at the end of each fiscal year.

2. SUPERINTENDENT RECOMMENDATION:

No changes/revisions to the local policy are recommended at this time.

3. BOARD ACTION REQUESTED:

MOTION _____ SECOND _____

AYES _____ NAYS _____

Canutillo ISD
071907

OTHER REVENUES:
INVESTMENTS

CDA
(LOCAL)

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 executed on a delivery versus payment basis.

APPROVED
INVESTMENT
INSTRUMENTS

From those investments authorized by law and described further in CDA (LEGAL), the Board shall permit investment of District funds 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 money market mutual funds and no-load 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 AND
INVESTMENT
MANAGEMENT

The main goal of the investment program is to ensure its safety and 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.

The investment policy and investment strategy shall be reviewed by the Board at the end of each fiscal year.

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.

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 declines 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 advisors, and representatives/advisors 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.

FUNDS / STRATEGIES

Investments of the following fund categories shall be consistent with this policy and in accordance with the strategy defined below.

OPERATING FUNDS

Investment strategies for operating funds (including any comingled pools containing operating funds) shall have as their primary objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

AGENCY FUNDS

Investment strategies for agency funds shall have as their objectives safety, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

DEBT SERVICE FUNDS

Investment strategies for debt service funds shall have as their 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 PROJECTS

Investment strategies for capital project funds shall have as their objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

SAFEKEEPING AND CUSTODY

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.

BROKERS / DEALERS

Prior to handling investments on behalf of the District, brokers/dealers must submit required written documents in accordance with law. [See SELLERS OF INVESTMENTS, CDA(LEGAL)] 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 National Association of Securities Dealers.

**SOLICITING
BIDS FOR CD'S**

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.

**INTERNAL
CONTROLS**

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.

**PORTFOLIO
REPORT**

In addition to the quarterly report required by law and signed by the District's investment officer, a comprehensive report on the investment program and investment activity shall be presented annually to the Board. This report shall include a performance evaluation that may include, but not be limited to, comparisons to 91-day U.S. Treasury Bills, six month U.S. Treasury Bills, the Fed Fund rate, the Lehman bond index, and rates from investment pools. The annual report shall include a review of the activities and total yield for the preceding 12 months, suggest policies, strategies, and improvements that might enhance the investment program, and propose an investment plan for the ensuing year.

DATE ISSUED: 09/30/2003
UPDATE 71
CDA(LOCAL)-X

This online presentation of your district's policy is an electronic representation of TASB's record of the district's currently adopted policy manual. It does not reflect updating activities in progress. The official, authoritative manual is available for inspection in the office of the Superintendent. [See BF (LOCAL) for further information.]