

Agenda of Special Meeting

The Board of Trustees Canutillo ISD

A Special meeting of the Board of Trustees of Canutillo ISD will be held April 16, 2008, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. General Functions
 - A. Call to Order
 - B. Roll Call
 - C. Consent Agenda
 1. Budget Amendments 3
 2. Adoption of revisions to Board Policies (second reading)
 - a. FM (Local) Student Activities 6
 - b. EEB (Local) Instructional Arrangements - Class Size 7
 - c. DEA (Local) Compensation & Benefits - Salaries & Wages 9
 3. Adoption of TASB Localized Update 82 (second reading) 13
 - a. AE (Exhibit): Educational Philosophy
 - b. BJCF (Local): Superintendent - Nonrenewal
 - c. DBF (Local): Employment Requirements & Restrictions - Nonschool Employment
 - d. FN (Local): Student Rights and Responsibilities
 - e. FNAA (Local): Student Expression - Distribution of Nonschool Literature
 - f. GKDA (Local): Nonschool Use of School Facilities - Distribution of Nonschool Literature
2. Instruction and Student Affairs
 - A. NONE
3. Personnel
 - A. Request for a Level III Grievance Hearing for Monica Cazares
 - B. Consider Non-Renewal of Probationary Contract Teacher 26
 - C. Consider authorizing notice of proposed non-renewal of term contract teacher 27
 - D. Administrative Personnel Actions (no Board action required - informational item only) 28
4. Business and Finance
 - A. Adoption of Resolution in support of sharing services with El Paso County - Veronica Escobar, County Commissioner, Pct. 2 29
5. Administration
 - A. NONE

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: April 16, 2008

Subject: School Improvement Division – BJE# 4952

Presented By: Tony Reza

Consent Agenda X

ACTION

1. BACKGROUND INFORMATION:

The enclosed budget amendment is to reallocate funds from function 13 to function 11 to purchase a piano studio system for Garcia Elementary.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION _____ SECOND _____

AYES _____ NAYS _____

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director Business Services

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: School Improvement Division - BJE # 4952

DATE: April 11, 2008

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.13.6299.00.916.8.24 Misc Contracted Svcs	15,767.00	(15,767.00)	-
199.11.6399.00.916.8.11 General Supplies	9,000.00	15,767.00	24,767.00

REASON FOR AMENDMENT REQUEST - This budget amendment is to reallocate funds from function 13 to function 11 to purchase a piano studio system for Garcia Elementary.



Superintendent

4-11-08
Date



Executive Director Business Services

4-11-08
Date

Date: 4/02/08

Reason:

FUND SOURCE: OPERATING FUND

PURPOSE OF THE AMENDMENT: PIANO STUDIO AT GARCIA ELEM.

HOW WILL THIS IMPACT EDUCATION: STUDENTS K-5 GRADE WILL LEARN MUSIC
EDUCATION USING PIANOS.

WHAT DISTRICT GOALS WILL BE MET: GOAL 4 - ALL STUDENTS WILL BE EDUCATED IN
LEARNING ENVIRONMENTS THAT ARE APPROPRIATE, SAFE, DRUG AND VIOLENCE FREE, &
CONDUCTIVE TO LEARNING. GOAL 6 - PARENTS & COMMUNITY MEMBERS WILL SUPPORT &
CONTRIBUTE TO EFFORTS TO ENSURE THAT ALL STUDENTS REACH HIGH ACADEMIC
STANDARDS.

Mode: **Change**

F3=Exit

F5=Reset F12=Cancel

Cancel? N

STUDENT ACTIVITIES

FM
(LOCAL)

EXTRACURRICULAR
ACTIVITY ABSENCES

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board. A student shall be allowed in a school year ten extracurricular absences not related to post-district competition, five absences for post-district competition prior to state, and two absences for state competition.

EXCEPTION

A student shall be responsible for tracking his or her own absences according to the following process:

1. At eight school-related absences, the student shall inform the principal and his or her teachers of a plan to maintain grades in each class.
2. If a student does not follow the plan and the student's grades drop by one letter grade, the student may not be absent from school for more than ten days.
3. When any student has accumulated ten school-related absences, the student shall alert the principal to set an appointment to meet with a committee of teachers, parents, students, and administrators and present the student's case for waiving the ten-day rule.
4. The student shall provide proof that he or she has followed the procedure outlined above.
5. The administration shall provide teachers, at least twice each semester, a list of students who have excessive school-related absences so students are aware of their absence standing.

USE OF DISTRICT
FACILITIES

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

OFFICIAL SYMBOLS

The District's official symbols are as follows:

- **Colors are orange, white, with a blue trim, preferably columbia blue.**
- **The mascot is the eagle.**
- **These are also the official symbols of Canutillo Elementary, Canutillo Middle, and Canutillo High School.**
- **Each campus may select colors for graduation.**

INSTRUCTIONAL ARRANGEMENTS
CLASS SIZE

EEB
(LOCAL)

The District shall strive for a student/teacher ratio that provides for maximized learning and serves as a guide for budgeting state and local funds.

There shall be a recommended minimum of ~~ten~~ 12 students for any program. A class with fewer than 12 students must be approved by the Superintendent.

The District shall schedule students into classes according to the following guidelines:

~~PRE~~KINDERGARTEN-4 Maximum class size shall be 22.

The principal shall notify the Superintendent whenever the total number of students in a grade would cause any one class in that grade to exceed 22 ~~24~~ students. ~~while all other classes in the grade are maintained at 22 students.~~ The Superintendent shall either assign an additional teacher to the grade or request a waiver from the commissioner of education. This provision shall not be in effect during the final 12 weeks of the school year.

~~GRADES 5-6~~ ~~Recommended class size shall be 22.~~

~~When membership in a grade level causes any one class within that grade level to exceed the prescribed limit in any one section, the principal shall file written notification with the Superintendent and shall either recommend the addition of a teacher or shall recommend that no action be taken at that time. A recommendation of no action shall be made if the principal is aware of pending student withdrawals or if the recommendation occurs in the last 12 weeks in the semester or school year.~~

~~GRADES 7-12~~ ~~Recommended class size shall be 22.~~ Maximum class size shall be 30. Exceptions may be made in choral and instrumental music classes, physical education classes, and athletic classes. Specific classes may vary from the range if facilities and/or mandated guidelines limit enrollment.

When membership in a grade level (5-6) causes any one class within that grade level to exceed the prescribed limit in any one section, the principal shall file written notification with the Superintendent and shall either recommend the addition of a teacher or shall recommend that no action be taken at that time. A recommendation of no action shall be made if the principal is aware of pending student withdrawals or if the recommendation occurs in the last 12 weeks in the semester or school year.

~~Students in study halls shall not be included when determining the total number of students assigned to a teacher. Exceptions may be made in choral and instrumental music classes, physical education~~

INSTRUCTIONAL ARRANGEMENTS
CLASS SIZE

EEB
(LOCAL)

	classes, athletic classes, and typing. Laboratory, vocational, and shop classes may vary from the range if facilities and/or mandated guidelines limit enrollment.
ACCELERATED CLASSES— ALL LEVELS	Accelerated classes funded by the state compensatory allocation shall have a recommended class size of 22.
ADVANCED COURSES GRADES 7-12	The class must be Advanced Placement (AP) or Pre-Advanced Placement (PreAP) and have a specified curriculum. Recommended class size shall be 20.
BAND, CHOIR, ATHLETICS, PHYSICAL EDUCATION	Maximum class size shall vary depending on enrollment. Facilities and equipment may dictate a maximum size. In all cases, the maximum class size shall be in direct relation to effective teaching that will maximize student learning.
GIFTED AND TALENTED	Gifted and talented class shall have a differentiated curriculum and a recommended class size of 25.
ENGLISH AS A SECOND LANGUAGE (ESL) CLASSES	ESL classes shall have a recommended maximum class size of 22 24.
EXCEPTIONS	The Superintendent or designee may make exceptions which shall be reported to the Board.

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LOCAL)

The Superintendent shall recommend to the Board for approval compensation plans for all District employees. Compensation plans may include wage and salary structures, stipends, benefits, and incentives.

Compensation plans shall be designed and administered for the purpose of attracting and retaining qualified employees to achieve District goals.

PAY SYSTEMS
DESCRIPTION

The Superintendent shall assign positions to pay ranges that define the minimum and maximum base pay for the positions.

All employees shall be paid within the assigned pay ranges unless exceptions are granted by the Board.

The system shall be designed and administered to accomplish the following:

1. Stay competitive with appropriate labor markets for the various categories of personnel.
2. Recognize the levels of skill, effort, and responsibility required of different jobs.
3. Be fiscally controlled and cost effective.

A copy of the District's pay system shall be available in the administrative offices.

PAY RANGES

Pay ranges for each pay grade shall establish minimum and maximum rates of pay within the range. All pay ranges shall be established by monthly, daily, or hourly base rates to promote consistent treatment of employees who have different work periods. Employees shall be paid within the range of rates established for the position assigned.

The Superintendent shall review pay ranges on an annual basis and recommend adjustments consistent with economic and job market indicators.

PAY ADVANCEMENT

Pay ranges shall be structured to allow the opportunity to increase employee pay within the range for continued service to the District. The Superintendent shall make recommendations regarding employee increases on an annual basis. Recommendations shall be based on consideration of such factors as cost of living indexes, wage increases within competitive job markets, and budget resources. No employee with less than a satisfactory performance evaluation will receive a pay increase.

PAY BUDGET
INCREASE

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. Pay in-

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LOCAL)

creases beyond the budgeted amount for individuals or positions shall be subject to Board approval.

PAY ADMINISTRATION Employee pay adjustments shall be administered by the Superintendent or designee in accordance with written procedures to promote impartial and consistent treatment of all employees. Administrative procedures shall include hiring guidelines, promotion guidelines, updating pay ranges, method for calculating and applying a general pay increase, and a process for job classification review.

CLASSIFICATION OF POSITIONS Each job in the District shall be assigned to a pay grade based on the level of skill, effort, and responsibility required for the job assignment. The Superintendent shall classify new positions or reclassify existing positions as necessary based on job requirements and comparability to other positions in the District.

The Superintendent or designee shall determine the classification of positions or employees as "exempt" or "nonexempt" for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

EXEMPT The District shall pay employees who are exempt from the overtime pay requirements of the Fair Labor Standards Act on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District's attention, through the District's complaint policy [see DGBA]. If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

NONEXEMPT Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for a 40-hour workweek and do not earn additional pay unless the employee works more than 40 hours.

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline, up to and including termination, but shall be compensated in accordance with the Fair Labor Standards Act.

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LOCAL)

COMPENSATORY TIME	<p>Compensation for overtime hours shall be awarded at one and a half times the employee's regular rate of pay or by time and a half earned in compensatory time. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay. Compensatory time earned by nonexempt employees may not accumulate beyond a maximum of 40 hours. If an employee has a balance of more than 40 hours of overtime, the employee will be required to take compensatory time or, at the District's option, will receive overtime pay.</p> <p>Unless the District receives prior written notification, all absences shall be charged against compensatory time before being charged against sick leave or personal leave.</p> <p>Compensatory time shall be used by December of the duty year (July–June) in which it is earned. In January of the duty year, the District shall pay an employee overtime for all unused compensatory time remaining at the end of December of the previous duty year. Use of compensatory time may be at the employee's request or as determined by the employee's supervisor to protect the District's schedules and activities.</p>
WORKWEEK DEFINED	<p>For purposes of FLSA compliance, the workweek for District employees shall be 12:00 a.m. Wednesday until 11:59 p.m. Tuesday.</p>
SUPPLEMENTAL DUTIES	<p>The Superintendent or designee may assign noncontractual supplemental duties to personnel exempt under the Fair Labor Standards Act, as needed. The employee shall be compensated for these assignments according to the supplemental duty pay schedule established by the Board. These assignments may be discontinued at any time for any reason or no reason, by either party. The assignment of these duties shall not create any expectation of continued assignment to that same duty or any other duty.</p> <p>Under the Fair Labor Standards Act, extra duty pay assignments for noncontractual (nonexempt) employees may be assigned if the duties are occasional and sporadic and are not related to the employee's regular duties. Nonexempt employees performing extra-duty assignments are eligible for paid overtime or compensatory time at a rate of time and a half for all work over 40 hours in a workweek. Therefore, the District shall assign a nonexempt employee as a sponsor for a nonacademic/UIIL activity only if an exempt employee is unavailable for the assignment. The Extra Duty Stipend/Supplemental Pay Increment Schedule published by the District contains additional information.</p>
ADVANCED DEGREE	<p>When a professional employee completes a master's or doctorate degree in his or her teaching field or area of work responsibility prior to September 1, a pay increase based on the degree shall</p>

COMPENSATION AND BENEFITS
SALARIES AND WAGES

DEA
(LOCAL)

begin at that time; for degrees completed in December, a prorated pay increase for the employee shall begin in January.

CREDITABLE SERVICE Employees who are receiving workers' compensation wage benefits and who have no available paid leave shall not earn creditable years of service while absent from duty.

In order to accrue a creditable year of service, an employee must be employed for at least 90 full-time days or the equivalent.

Each marked-up (LOCAL) policy in this collection reflects an automated comparison of the updated policy with its precursor, as found in TASB Policy Service records.

The comparison is generated by commercially available software with changes shown in red. Additions are underlined and deletions are struck through. While the software competently identifies simple changes, it generally handles major rewrites of policies—including the rearrangement of existing provisions, with or without extensive editing—with less dexterity. For further assistance in parsing changes, please refer to the explanatory notes in your Localized Policy Manual update packet, if applicable, or contact your Policy Consultant/Analyst.

REASONS

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of rights guaranteed by the Constitution, or based unlawfully on race, color, religion, sex, national origin, disability, or age. Reasons for the non-renewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress towards the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on school property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.

~~10. Conviction of a felony or of any crime involving moral turpitude; conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony; or deferred adjudication for a felony or any crime involving moral turpitude. [See DH]~~

~~11. Failure to report to the Board any arrest, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy. [See DH]~~

~~12.10.~~ Failure to meet the District's standards of professional conduct.

11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); and conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District ~~professional~~ requirements regarding advanced coursework or professional improvement and growth.
14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Assault on a person on school property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
19. Use of profanity, in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
20. Falsification of records or other documents related to the District's activities.
21. Falsification or omission of required information on an employment application.
22. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
23. Failure to fulfill requirements for Superintendent certification.
24. Failure to fulfill the requirements of a deficiency plan under an Emergency Permit or a Special Assignment Permit.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.

26. Any reasons constituting good cause for terminating the contract during its term.

NOTICE

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent by hand or certified mail, return receipt requested, written notice of the proposed nonrenewal. This notice shall contain the hearing procedures and shall be delivered not later than the 30th day before the last day of the contract term.

HEARING

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

HEARING
PROCEDURE

The hearing shall be conducted in closed meeting unless the Superintendent requests that it be open, with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until it is their turn to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

HEARING
PROCEDURE

The conduct of the hearing shall be under the Board President's control and in general shall follow the steps listed below:

1. After consultation with the parties, the Board President shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

BOARD DECISION

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

DISCLOSURE —
GENERAL STANDARD

An employee shall disclose to his or her immediate supervisor a personal financial interest, a business interest, or any other obligation or relationship that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or ~~that creates a potential conflict of interest~~ with the best interest of the District.

SPECIFIC
DISCLOSURES
SUBSTANTIAL
INTEREST

The Superintendent shall file an affidavit with the Board President disclosing a substantial interest, as defined by Local Government Code 171.002, in any business or real property that the Superintendent or any of his or her relatives in the first degree may have.

Any other employee who is in a position to affect a financial decision involving any business entity or real property in which the employee has a substantial interest, as defined by Local Government Code 171.002, shall file an affidavit with the Superintendent; however, the employee shall not be required to file an affidavit for the substantial interest of a relative.

INTEREST IN
PROPERTY

The Superintendent shall be required to file an affidavit disclosing interest in property in accordance with Government Code 553.002.

CONFLICTS
DISCLOSURE
STATEMENT

The Superintendent, as required by law, and the associate superintendent and all executive directors, as required by the Board, shall file conflicts disclosure statements as promulgated by the Texas Ethics Commission.

ANNUAL FINANCIAL
MANAGEMENT
REPORT

The Superintendent, as the executive officer of the District, shall provide to the District in a timely manner ~~to the District~~ information necessary for the District's annual financial management report.
~~[See BR]~~

[See BBFA]

GIFTS

An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities. [See CAA]

ENDORSEMENTS

An employee shall not recommend, endorse, or require students to purchase any product, material, or service in which the employee has a financial interest or that is sold by a company that employs or retains the District employee during nonschool hours. No employee shall require students to purchase a specific brand of school supplies if other brands are equal and suitable for the intended instructional purpose.

SALES

An employee shall not use his or her position with the District to attempt to sell products or services.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
CONFLICT OF INTEREST

DBD
(LOCAL)

NONSCHOOL
EMPLOYMENT

An employee shall disclose in writing to his or her immediate supervisor any outside employment that in any way creates a potential conflict of interest with the proper discharge of assigned duties and responsibilities or with the best interest of the District.

PRIVATE TUTORING

An employee shall disclose in writing to his or her immediate supervisor any private tutoring of District students for pay.

STUDENT RIGHTS AND RESPONSIBILITIES

FN
(LOCAL)

Each student is expected to respect the rights and privileges of other students, teachers, and District staff. All teachers, administrators, and other District personnel are expected to respect the rights and privileges of students. [See DH series]

STUDENT HANDBOOK

The Superintendent or designee shall develop student handbooks with information on curriculum, grading, extracurricular activities, and other such topics that students and parents are likely to need during the school year. ~~Student handbooks shall be distributed at the beginning of the school year to students and parents, teachers, and administrators and shall be provided also to newly hired professional employees, newly enrolled students, and to any other person on request. Amendments to the handbook shall be communicated promptly to students and parents~~The Superintendent or designee shall ensure that no student handbook information is in conflict with policy or the Student Code of Conduct. In case of conflict between a Board policy or the Student Code of Conduct and provisions of student handbooks, policy and/or the Student Code of Conduct shall prevail.

NO BOARD ACTION

Student handbooks are subject to Board review but shall not be adopted by the Board.

~~REVISIONS~~

~~The Superintendent or designee shall ensure that no student handbook information is in conflict with policy or the Student Code of Conduct. In case of conflict between a Board policy or the Student Code of Conduct and provisions of student handbooks, policy and/or the Student Code of Conduct shall prevail.~~

DISTRIBUTION

Student handbooks shall be made available on the District's Web site at the beginning of the school year; hard copy shall be provided upon request. Amendments to the handbook shall be communicated promptly to students and parents.

[For provisions on the Student Code of Conduct, see -FO(LEGAL) and (LOCAL)]

STUDENT EXPRESSION
DISTRIBUTION OF NONSCHOOL LITERATURE

FNA
(LOCAL)

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District student, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed by students.

For purposes of this policy, "distribution" means the circulation of more than ten copies of material from a source other than the District.

Materials distributed under the supervision of instructional personnel as a part of instruction or other authorized classroom activities shall not be considered nonschool literature and shall not be governed by this policy.

[For distribution of nonschool literature by nonstudents, see GKDA]

LIMITATIONS ON
CONTENT

Nonschool literature shall not be distributed by students on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
- ~~3.4.~~ 3.4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
- ~~4.5.~~ 4.5. The materials contain defamatory statements about public figures or others.
- ~~5.6.~~ 5.6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
- ~~6.7.~~ 6.7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence; and the materials would materially and substantially interfere with school activities or the rights of others.
- ~~7.8.~~ 7.8. There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

STUDENT EXPRESSION
DISTRIBUTION OF NONSCHOOL LITERATURE

FNA
(LOCAL)

PRIOR REVIEW	<p>All nonschool literature intended for distribution by students on school campuses or other District premises under this policy shall be submitted to the Superintendent, principal, or designee for prior review in accordance with the following:</p> <ol style="list-style-type: none">1. Materials shall include the name of the person or organization sponsoring the distribution.2. Using the standards found in this policy at LIMITATIONS ON CONTENT, the Superintendent, principal, or designee shall approve or reject submitted materials within two school days of the time the materials were received.
EXCEPTIONS TO PRIOR REVIEW	<p>Prior review shall not be required for distribution of nonschool literature by District students only in the following circumstances:</p> <ol style="list-style-type: none">1. Distribution of materials by a student to other attendees during a meeting of a noncurriculum-related student group authorized to meet at school during noninstructional time in accordance with FNAB(LOCAL); or2. Distribution of nonschool materials in circumstances for which exceptions to prior review are authorized at GKDA(LOCAL). <p>Even when prior review is not required, all other provisions of this policy shall apply.</p>
TIME, PLACE, AND MANNER RESTRICTIONS	<p>Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed by students to students or others at the principal's campus.</p> <p>The Superintendent or designee shall designate times, locations, and means for distribution of nonschool literature by students at District facilities other than school campuses, in accordance with this policy.</p>
VIOLATIONS OF POLICY	<p>Failure to comply with this policy regarding distribution of non-school literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials, suspension of a noncurriculum-related student group's use of District facilities, and/or other disciplinary action in accordance with the Student Code of Conduct.</p>
APPEALS	<p>Decisions made by the administration in accordance with this policy may be appealed in accordance with FNG(LOCAL).</p>

NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

DISTRIBUTION OF
NONSCHOOL
LITERATURE
PERMITTED

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials ~~over which not sponsored by the District does not exercise control or by a District-affiliated school-support organization~~ shall not be sold, circulated, ~~or distributed, or posted on any District premises by any District employee or~~ by persons or groups not associated with the ~~school or a school support group on any school premises in the~~ District ~~without permission, except~~ in accordance with this policy.

~~The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed on any District premises.~~

[See CPAB regarding use of the District's internal mail system and FNAA regarding distribution of nonschool literature by students]

~~TIME, PLACE, AND
MANNER
RESTRICTIONS~~

~~Except as provided at FNAA(LOCAL), classrooms and hallways shall not be used during the school day for the distribution of any nonschool literature over which the District does not exercise control.~~

~~Each campus principal shall designate a location or means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed to students or others at the principal's campus in accordance with the time, place, and manner restrictions developed and approved by the principal.~~

~~The Superintendent or designee shall designate appropriate locations and determine time, place, and manner restrictions regarding distribution of nonschool literature at District facilities other than school buildings, in accordance with this policy.~~

LIMITATIONS ON
CONTENT

Nonschool literature shall not be distributed on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
- ~~3.4.~~ The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
- ~~4.5.~~ The materials contain defamatory statements about public figures or others.

NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

~~5.6.~~ The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.

~~6.7.~~ The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence; and the materials would materially and substantially interfere with school activities or the rights of others.

~~7.8.~~ There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

PRIOR REVIEW

All nonschool literature intended for distribution ~~to multiple recipients~~ on school campuses or other District premises under this policy shall be submitted to the Superintendent or designee for prior review in accordance with the following:

1. Materials shall include the name of the person or organization ~~or person~~ sponsoring the distribution.
2. Using the standards found in this policy at LIMITATIONS ON CONTENT, the Superintendent or designee shall approve or reject submitted materials within two school days of the time the materials were received.
- ~~3. The requestor may appeal a rejection in accordance with the appropriate District complaint policy, [See DGBA, FNG, or GF]~~

EXCEPTIONS TO
PRIOR REVIEW

Prior review shall not be required for distribution of nonschool literature in the following circumstances:

1. Distribution of materials by an attendee to other attendees at a school-sponsored meeting intended for adults and held after school hours;
2. Distribution of materials by an attendee to other attendees at a community group meeting held ~~after school hours~~ in accordance with GKDA(LOCAL) or a noncurriculum-related student group meeting held in accordance with FNAB(LOCAL); or
3. Distribution for electioneering purposes during the time a school facility is being used as a polling place in accordance with state law ~~[See [see BBB].~~

All nonschool literature distributed under these exceptions shall be removed from District property immediately following the event at which the materials were distributed.

NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

Even when prior review is not required, all other provisions of this policy shall apply.

TIME, PLACE,
AND MANNER
RESTRICTIONS

Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed to students or others at the principal's campus.

The Superintendent or designee shall designate times, locations, and means for distribution of nonschool literature at District facilities other than school campuses, in accordance with this policy.

VIOLATIONS OF
POLICY

Failure to comply with this policy regarding distribution of non-school literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials and/or suspension of use of District facilities. Appropriate law enforcement officials may be called if a person refuses to comply with this policy or fails to leave the premises when asked. [See GKA]

APPEALS

Decisions made by the administration in accordance with this policy may be appealed in accordance with the appropriate District complaint policy. [See DGBA or GF]

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

Subject: Consider Non-Renewal of Probationary Date: April 16, 2008
Contract Teacher

Presented by: Renée O'Donnell Consent Agenda: _____

ACTION

1. **BACKGROUND INFORMATION**

This information will be provided to the Board under a separate cover.

2. **SUPERINTENDENT RECOMMENDATION:**

3. **BOARD ACTION REQUESTED**

MOTION _____ SECOND _____
FOR _____ AGAINST _____

BOARD PRESIDENT: This Board will adjourn into closed session pursuant to the following section of the Texas Open Meetings Act, Texas Government Code Section 551.074 and 551.082, for evaluation and employment of a public officer or employee.

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

Subject: Consider authorizing notice of proposed Date: April 16, 2008
non-renewal of term contract teacher

Presented by: Renée O'Donnell Consent Agenda: _____

ACTION

1. **BACKGROUND INFORMATION**

This information will be provided to the Board under a separate cover.

2. **SUPERINTENDENT RECOMMENDATION:**

3. **BOARD ACTION REQUESTED**

MOTION _____ SECOND _____

FOR _____ AGAINST _____

BOARD PRESIDENT: This Board will adjourn into closed session pursuant to the following section of the Texas Open Meetings Act, Texas Government Code Section 551.074 and 551.082, for evaluation and employment of a public officer or employee.

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

Subject: Administrative Personnel Actions for Date: April 16, 2008
Board of Trustee Information Only

Presented by: Renée O'Donnell Consent Agenda: _____

ACTION

1. **BACKGROUND INFORMATION**

Superintendent approved resignations:

2. **BOARD ACTION REQUESTED**

No action required.



VERONICA ESCOBAR
County Commissioner, Pct. 2
commissioner#2@epcounty.com

COUNTY OF EL PASO

RUBEN VOGT
Policy and Programs
Coordinator
rvogt@epcounty.com

CELESTE A. VARELA
Administrative Assistant
cvarela@epcounty.com

March 18, 2008

Dr. Pam Padilla
Superintendent
Canutillo ISD
P.O. Box 100
Canutillo, TX 79835

RE: Shared Services

Dear Dr. Padilla,

As you well know, our community is experiencing unprecedented growth at a rate that will only accelerate in the foreseeable future. As local elected officials, leaders and community activists we face the prospect of gradually increasing demand for vital services and amenities during a time when taxpayers are expecting us to keep taxes from rising. To think that we can continually increase the tax burden on an overburdened base is an unworkable strategy.

While we cannot control increasing property values and the rising costs of goods and services, such as gasoline and groceries, we do have control over the amount of taxes we levy. Our challenge is very clear. We must meet the escalating demand for infrastructure, schools, parks and law enforcement while keeping taxes flat. To accomplish this, we need to be innovative in organizing and managing government support services and intergovernmental relations.

One option under which we can meet citizen expectations and achieve better value for our money is sharing services among all local taxing entities. From shared purchasing power of gasoline, technology and paper, to collaborative approaches to the use of government buildings, we can work together to lower the costs of government.

Each taxing/government entity has embraced this philosophy, and I salute the work you have already done to that end. However, we can all do better. It is not enough to have certain entities partially working together; this must be a community effort. As we begin planning for our next fiscal year, I'd like to fast-track a fully collaborative effort to evaluate every option that exists for us to share services.

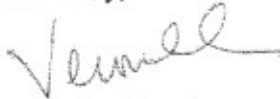
I'm asking that you allow me to place a discussion and action item on your agenda in April for a resolution of support that will include short-term and long-term commitments from all stakeholders. In addition, I respectfully ask that you

Shared Services Letter
March 18, 2008
Page 2

- Instruct budget, purchasing and other directors to evaluate areas for immediate and future areas of collaboration and shared purchasing power;
- Direct your staff members to come up with additional opportunities to collaborate and share opportunities that can be capitalized on during the Fiscal Year 2009 budget as well as future opportunities beyond this budget cycle;
- Participate in a Shared Services Summit later this year that will bring together elected officials and staff members from each entity, as well as experts to guide us through the process.

Ruben Vogt from my office will follow up with you to ensure we get the appropriate items to you for backup on the agenda item. Please let me know if you have questions. I look forward to your feedback during your meeting as well as our future collaboration!

Sincerely,



Veronica Escobar
County Commissioner, Precinct 2



THE CANUTILLO INDEPENDENT SCHOOL DISTRICT

Board Resolution No. 20080

WHEREAS the unprecedented growth the County of El Paso is experiencing is expected to accelerate in the foreseeable future. With this growth comes an increased demand to improve services with the expectation that leaders will keep taxes from rising; and

WHEREAS these demands will require innovative organization and management of government support services and intergovernmental relations in order to achieve improved services and service delivery, organizational credibility and a more effective use of resources; and

WHEREAS continually increasing the tax burden on an already overburdened base is an unsuitable strategy; and

WHEREAS the municipalities, school districts, institutions of higher education and other taxing entities within El Paso County seek to provide cost effective and efficient delivery of government services to their citizens; and

WHEREAS it is their shared belief that sharing services will be cost effective and efficient; and

WHEREAS the Canutillo Independent School District actively supports discussing and researching possible new and enhanced shared services between one or more stakeholders; and

WHEREAS the Canutillo Independent School District will participate in all meetings of the Shared Services Summit and or its subcommittees for the purpose of reaching a consensus on the best opportunities for shared services among the various stakeholders; and

RESOLVED that the Canutillo Independent School District supports and approve working toward facilitating shared services within the County of El Paso.

Coronado

President, Board of Trustees

I hereby certify that the above
Resolution was adopted _____.

Secretary, Board of Trustees