

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held September 8, 2009, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

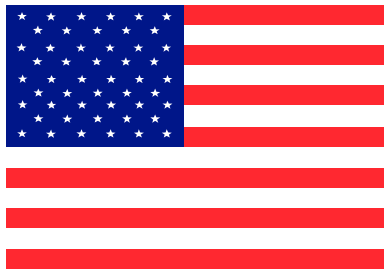
The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. GENERAL FUNCTIONS
 - A. Call to Order
 - B. Roll Call
 - C. Pledge of Allegiance 3
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 - E. CISD Mission Statement 5
 - F. Board of Trustees Business
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Presenter: Armando Rodriguez
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Presenter: Roger Parks
2. CONSENT AGENDA
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 - B. Consider Approval of Student Transfer and Tuition Waiver Requests 22
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 - E. Consider Approval of Renewal of Software Licensing with Educational Technology Learning for the A+ Instructional Software 28
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 - H. Consider Approval of Purchase of a 53 Passenger Special Needs School Bus 67
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A.	Consider approval of revision to Policy BDD (Local) Board Internal Organization: Attorney (First Reading) Presenter: Shonda Jordan	85
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A.	Consider approval of recommendation for Executive Director of School Resources Presenter: Roger Parks	87
B.	Consider Level III Grievance of Linda Bordier Presenter: Larry Baskind	88
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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.

PLEDGE OF ALLEGIANCE



I pledge allegiance to the flag of the
United States of America
and to the republic for which it stands:
one nation under God, indivisible
with liberty and justice for all.

When reciting the Pledge of Allegiance, civilians should stand at attention or with the right hand over the heart. Men should remove their hats. Armed services personnel in uniform face the flag and give the military salute.

TEXAS PLEDGE OF ALLEGIANCE



“Honor the Texas flag;
I pledge allegiance to thee,
Texas, one state under God,
one and indivisible.”



CANUTILLO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES



MISSION STATEMENT

Canutillo ISD will provide a quality education to assure that all students graduate on time, are prepared for higher education, or are work force ready.



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Mr. Roger Parks
Interim Superintendent

(915) 877-7444
FAX (915) 877-7414
rparks@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: September 4, 2009

SUBJECT: Request from Board Member

Trustee, Armando Rodriguez, is not able to travel to Houston for the 2009 TASA/TASB Annual Convention October 2-4, 2009 and has canceled his trip. There were no fees incurred due to his cancelation. In lieu of traveling to Houston, Mr. Rodriguez will attend the 2009 Council of Urban Boards of Education (CUBE) in Austin, October 8-10, 2009. Toni has verified that Continuing Education (CEs) credits will be given and that the appropriate TASB forms for receiving credit are part of the packet for Texas registrants. Please find attached a brochure highlighting the conference events. Also attached is BBG(Local) Board Members Compensation and Expenses.

Additionally, Mr. Rodriguez is requesting the Board consider appointing a new Alternate for the TASB Delegate.

BOARD MEMBERS
COMPENSATION AND EXPENSES

BBG
(LOCAL)

EXPENSE
REIMBURSEMENT

The District shall be responsible for managing travel expenses in a manner that provides the lowest cost and best value to the District.

An amount for Board member travel expenses shall be approved in the budget each year.

A Board member shall be reimbursed for reasonable, allowable expenses incurred in carrying out Board business only at the Board's request and for reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board.

Board members shall be expected to keep the costs of travel to a minimum. Registrations and reservations shall be made as early as possible in order to arrange for travel at the lowest possible cost. Ground transportation shall be provided in the most economical manner possible.

TRAVEL EXPENSES

Payment for authorized and documented travel expenses shall be made in accordance with legal requirements by either of the following two methods:

1. Reimbursement, not to exceed the allowable rates, for air and ground transportation, parking fees, lodging, meals, and other incidental expenses.
2. Advancement of a set amount for air and ground transportation, parking fees, taxi fares, lodging, meals, and other incidental expenses. Any excess over actual allowable expenses shall be refunded to the District.

Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

DOCUMENTATION
REQUIRED

For any authorized expense incurred, the Board member shall submit a statement, with receipts to the extent feasible, documenting actual expenses and in accordance with procedures applicable to employee expense reimbursement.

AUTHORIZED
MEETINGS

Board members shall be authorized by the Board to attend annual TASB/TASA State Conferences and NSBA conferences, as well as the TASB Summer Leadership Institute. Board members granted authorization, by the Board, to travel to other conferences that have a direct relationship or impact upon the operation of the District shall provide, upon their return, a report to the entire Board on the meeting/conference attended.

AUSTIN
TEXAS

Governing Urban Schools in an Era of Change

At a time when urban school districts are facing greater demands on their resources and shrinking city and state budgets, our nation is making unprecedented investments in childhood development — providing more resources for urban education in exchange for significant reforms. Many urban schools have been in a continuous process of reform, but the new national challenge presents opportunities for educational improvement and innovation on the part of urban school policymakers.

The Council of Urban Boards of Education's (CUBE) 42nd Annual Conference explores the bold actions urban school districts are undertaking to meet the challenge of a new federal direction.

Please join us for three days of interactive learning with urban school board practitioners and superintendents who are working to make a difference in the academic lives of children in urban communities across the nation.

Network with expert keynote speakers in the field of urban education, and learn cutting edge strategies and techniques for improving your skills as a school board policymaker. Urban school board members, superintendents, and central office staff from throughout the United States will attend sessions related to urban education and school governance.

Program themes include:

- Building Superintendent/CEO Leadership for Urban Schools
- Focus on Austin Public Schools
- Vanishing Class – Drastically Improving Urban Graduation Rates

- Federal Legislative Update: Next Steps for Urban School Board Members and Stimulus Funds
- CUBE Annual Award — Best Practices
- Childhood Obesity: Meeting the Challenge in Urban Schools Through Partnerships and Collaboration

You will also visit Austin Independent School District public schools to learn about exemplary academic practices and participate in a briefing on the Latino achievement gap. Finally, registrants will network at CUBE's annual reception, and join in the popular like-size district workshops that will focus on effective student achievement practices for underperforming students.

CUBE will again recognize a member district for its excellence in urban school board governance by presenting the 2009 CUBE Annual Award for Urban School Board Excellence to a deserving candidate at CUBE's Annual Awards Luncheon.

By attending CUBE's 42nd Annual Conference, you will gain vital knowledge and skills that will benefit you in your role as a school board member.



AUSTIN
TEXAS

2009 CUBE ANNUAL CONFERENCE

Omni Austin Hotel • October 8-10, 2009

P R O G R A M

Thursday, October 8, 2009

12:00 – 4:00 p.m.

Registration

2:00 – 4:30 p.m.

Leadership Workshop — Building Superintendent/CEO Leadership for Urban Schools

Board members have the responsibility of leading the search to find the best superintendent/CEO for their district. The current focus on urban governance demands that board members proactively address their roles in the district, establish the desired qualifications and characteristics of the CEO, involve the community, and carry out the process in a professional manner. The search process is complex but the results can be great when the right governance team is formed. Join this session and understand the complexity of the process and how your state associations may be able to assist. *This session is hosted by the CUBE Governance & Training Task Force.*

2:30 p.m.

Coffee Break

4:45 – 5:15 p.m.

CUBE Orientation

This informal session will help meeting attendees familiarize themselves with CUBE's mission and services. It is open to first-time attendees, new CUBE member districts, and others interested in learning more about CUBE.

Friday, October 9, 2009

7:30 a.m. – 4:00 p.m.

Registration

7:30 – 9:00 a.m.

Continental breakfast will be served

8:00 a.m. – 12:00 p.m.

Focus on Austin Public Schools and School Site Visits

12:00 – 2:00 p.m.

Buffet lunch will be served

12:00 – 1:00 p.m.

Opening Remarks and The 2009 CUBE State of Urban Education Address

Remarks: **Clarence H. "Sonny" Savoie**, NSBA President and Board Member, St. Charles Parish (LA) Public Schools
Presenter: **Lock P. Beachum, Sr.**, CUBE Steering Committee Chair and Board Vice President, Youngstown (OH) City School District

1:00 – 2:00 p.m.

Keynote Address — Educating in the Throes of a Demographic Shift

2:00 – 2:15 p.m.

Break

2:15 – 3:30 p.m.

General Session — The Vanishing Class: Drastically Improving Urban Graduation Rates

According to researchers, 1.2 million public high school students drop out every year and nearly 50 percent of high school students in the nation's 50 largest cities fail to graduate. What strategies does your district use to prevent students from dropping out of school? Does your district have a system in place to track graduation rates accurately? Join this discussion to learn drop-out prevention strategies and recovery efforts, and share your district's policies.

3:30 – 3:45 p.m.

Break

3:45 – 5:00 p.m.

Federal Legislative Update: Next Steps for Urban School Board Members and Stimulus Funds

The Federal government is saying the money is coming but what is the expectation for stimulus spending? Is this enough money to make big changes in student achievement? Is two years enough time to make the sweeping changes to transform public education? What does your community gain from these dollars? Join this discussion and share your district's plans to utilize the funds and deliver change.





GOVERNING URBAN SCHOOLS IN AN ERA OF CHANGE

Saturday, October 10, 2009

7:30 a.m. – 4:00 p.m.

CUBE Information Desk

7:45 – 9:00 a.m.

Continental breakfast will be served

8:00 – 9:00 a.m.

Briefing: The Latino Achievement Gap

This task force considers the issue of racial isolation in urban schools and examines the education and policy ramifications surrounding issues of race. The goal is to equip urban school board members with the latest research and suggested approaches to help prevent student isolation based on race. *This session is hosted by the CUBE Racial Isolation Task Force.*

9:15 – 10:30 a.m.

District Workshops

Join one of CUBE's most popular sessions to discuss current topics with fellow board members from like-size districts. Topic: Effective Student Achievement Practices for Under-performing Students.

Large-Size Urban Districts (60,000 and over)

Mid-Size Urban Districts (30,000-60,000)

Small-Size Urban Districts (under 30,000)

Topic and questions are hosted by the CUBE Urban Student Achievement Task Force.

10:30 – 10:45 a.m.

Break

10:45 – 11:45 a.m.

CUBE Annual Award — Best Practices

Join this session and learn how the 2009 CUBE Annual Award for Urban School Board Excellence finalists are excelling in board governance, community engagement, closing the achievement gap, and helping their students achieve at the highest levels.

12:00 – 1:00 p.m.

CUBE Annual Awards Luncheon

Join CUBE for a celebratory luncheon to honor the 2009 CUBE Annual Award for Urban School Board Excellence winner and the Benjamin Elijah Mays Lifetime Achievement Award recipient.

1:00 – 1:15 p.m.

Break

1:15 – 3:00 p.m.

Childhood Obesity: Meeting the Challenge in Urban Schools Through Partnerships and Collaboration

With nearly one in three children in the United States overweight or obese, particularly in communities with low-income and minority populations, urban school districts are leveraging community-wide opportunities to change the environment and increase physical activity and healthy eating. This session will showcase how education leaders, local policymakers, community groups, and other stakeholders are supporting effective and cost-effective solutions that can be replicated in large and small urban districts.

3:00 – 3:15 p.m.

Break

3:15 – 4:45 p.m.

Closing Keynote Address

5:00 – 6:30 p.m.

CUBE Annual Award and Networking Reception



Welcome to The Live Music Capital of the World!

And live music is just the beginning...

AUSTIN TEXAS

D E T A I L S

ABOUT CUBE



COUNCIL OF URBAN BOARDS OF EDUCATION
SERVING AMERICA'S URBAN PUBLIC SCHOOL STUDENTS

For more than forty years, the Council of Urban Boards of Education has been at the forefront in helping urban school districts strive for excellence. Established in 1967 by the National School Boards Association's Board of Directors, CUBE is the only national membership organization governed solely by urban school board members dedicated to the needs and interests of urban school boards. CUBE's mission is to create opportunities for urban school board leaders to gain the knowledge and skills necessary to be effective policy makers and advocates for excellence and equity in public education.

CUBE represents 119 urban school districts in 35 states and the Virgin Islands. Our member districts educate nearly 8 million students in almost 12,000 schools with a collective budget of approximately \$99 billion. CUBE helps urban school board leaders find solutions to challenges at the local level and seeks to improve their policy making effectiveness.

CUBE creates a forum for urban school board members to share innovative practices through issues seminars, conferences, legislative advocacy, research projects, professional networking opportunities, specialized publications, and local governance and policy assistance.

CUBE remains committed to closing the achievement and opportunity gaps, and educating students in racially, ethnically, linguistically, and socio-economically diverse settings.

The CUBE program is the urban component of the National Affiliate program at NSBA. You must be a member in good standing with your state school boards association to participate in CUBE.

Austin photos courtesy of Austin Convention & Visitors Bureau.

ABOUT AUSTIN

As the seat of government for Texas, a nature lover's paradise, and home to the University of Texas, Austin remains a favorite destination. A cosmopolitan flair, the thriving cultural scene, a cluster of excellent new downtown hotels, and an array of fine dining restaurants combine to make it an ideal place for conventions. The Texas State Capitol, Texas State History Museum and LBJ Presidential Library rank among the city's top attractions. Find out what really makes Austin stand out in this big-city-meets-laid-back college town.

TRAVEL

Association Travel Concepts (ATC) has been selected as the official travel agency for the CUBE Annual Conference.

ATC offers these cost saving options:

AIRLINE DISCOUNTS:

Up to 15% off applicable classes of service for tickets purchased more than 30 days prior to the meeting on United or American Airlines.

ATC will also search for the lowest available fare on ANY airline.

CAR DISCOUNTS:

Discounted reservation rates at Hertz.

Make your reservations using one of the following options:

WEB: www.atcmeetings.com/nsba

EMAIL: reservations@atcmeetings.com

FAX: 858-362-3153

PHONE: 800-458-9383

SHUTTLE DISCOUNTS:

Discounted shuttle reservations can be made by calling 1-888-284-3826 or go to : www.airportexpress.com, click on "Book a Ride" and enter your code: NSBA.

The above discounts apply for travel October 6-13, 2009. ATC is available for reservations from 9:00 a.m. until 7:30 p.m. Eastern Time, Monday through Friday. Some restrictions may apply. Service fees apply.

You may also call your own agency or the vendors directly and refer to the following I.D. numbers:

United Airlines:	510CK	800-521-4041
American:	A53H9AM	800-433-1790
Hertz:	CV#031C0014	800-654-2240



REGISTRATION FORM

CUBE 42nd Annual Conference

NSBA COUNCIL OF URBAN BOARDS OF EDUCATION ■ OCTOBER 8-10, 2009
OMNI AUSTIN HOTEL DOWNTOWN, AUSTIN, TEXAS HOTEL DEADLINE: SEPTEMBER 9, 2009

PLEASE TYPE OR PRINT (This form may be photocopied for additional registrants)

Name _____ Nickname _____

Title _____

Mailing Address _____

City/State/Zip _____

Daytime Telephone () _____ Fax () _____

Registrant E-mail (for confirmation) _____

Also send confirmation to e-mail _____

District/Company Name _____

District/Company Mailing Address _____

City/State/Zip _____

District/Company Phone () _____ District/Company Fax () _____

Please check here if you are a first-time attendee.

REGISTRATION FEES:

- CUBE Member Fee \$425
National Affiliate Fee \$525
Non-Member Fee \$625

GUEST REGISTRATION FEES:

- Thursday ONLY \$50
Friday ONLY \$100
Saturday ONLY \$100
Full conference \$200

Guest name: _____

For corporate or sponsor registration, please contact Christine Tschampel at 703-838-6759 or at ctschampel@nsba.org

ADDITIONAL OPTIONS (INCLUDED IN REGISTRATION FEE):

- Please check here if you plan to participate in the CUBE Governance Training session on Thursday.
Please check here if you plan to participate in the school site visits.

PAYMENT OPTIONS FOR REGISTRATION (REQUIRED TO PROCESS REGISTRATION):

- Please bill my school district using P.O.# _____ (required for processing)
Check enclosed, made payable to NSBA for the amount \$ _____

Or please charge my MasterCard Visa American Express

Account Number _____ Expiration Date _____

Cardholder Name (Please print or type) _____ Cardholder Zip Code _____

Cardholder Phone () _____ Authorized Signature _____

HOTEL INFORMATION: Phone: 1-800-843-6664. Cut-off date for reservations: September 9, 2009

Omni Austin Hotel Downtown, 700 San Jacinto, Austin, Texas 78701 Rates are: \$209 • Single / Double occupancy — 15% occupancy tax.

Please call the Omni Austin Hotel DIRECTLY to reserve your room at 1-800-843-6664 and mention that you are part of NSBA's CUBE Annual Conference to receive the conference room rate listed above. The hotel cutoff date is September 9, 2009. Reservations made after September 9 will be made on a space/rate available basis. All reservations must be guaranteed by major credit card or check in the amount of the first night's stay. Deposits are refundable only if reservations are cancelled at least 48 hours prior to guest's arrival. A credit card or cash deposit will also be required to secure incidentals upon check-in.

Please call the hotel to arrange for any special needs or contact cube@nsba.org.

NSBA Registration Cancellation Policy

Requests for refunds (less \$75 per registrant) must be made in writing to the NSBA Registrar prior to the conference. No refunds will be honored after that time.

3 EASY WAYS TO REGISTER (Please select only ONE of the following)

- Call (800) 950-6722 Fax this form to (703) 519-6497 Attn: NSBA Registrar
Mail this form to: NSBA Registrar, P.O. Box 1807, Merrifield, VA 22116-8007

For NSBA Use Only

NATIONAL SCHOOL BOARDS ASSOCIATION
COUNCIL OF URBAN BOARDS OF EDUCATION

2009 CUBE ANNUAL CONFERENCE

National School Boards Association
Council of Urban Boards of Education
1680 Duke Street
Alexandria, VA 22314-3493
www.nsb.org/cube



NONPROFIT ORG.
U.S. POSTAGE
PAID
NATIONAL SCHOOL
BOARDS ASSOCIATION



GOVERNING URBAN SCHOOLS IN AN ERA OF CHANGE

2009
CUBE
ANNUAL
CONFERENCE

GOVERNING URBAN SCHOOLS IN AN ERA OF CHANGE

Omni Austin Hotel
October 8-10, 2009



Omni Austin Hotel • October 8-10, 2009



CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 2, 2009

Subject: Request for Use of School Facilities

Presenter: Roger Parks

ACTION

1. BACKGROUND INFORMATION:

Please find enclosed a letter from Rev. Fred Kandeler, Interim Senior Pastor of St. Mark's United Methodist Church, outlining a request for the use of the Canutillo High School auditorium, five classrooms and the cafeteria on Sunday, November 1, 2009. Also attached is a completed Facilities Request Form.

While Mr. Hurd has indicated the date is clear, the high school's auditorium only accommodates 801 people and this request indicates they plan to have 850 participants.

2. SUPERINTENDENT RECOMMENDATION:

To be considered by the Board in the context of policy GKD(Local).

3. BOARD ACTION REQUESTED:

To be determined by the Board.

MOTION _____ SECOND _____

AYES _____ NAYS _____



ST. MARK'S UNITED METHODIST CHURCH

5005 LOVE ROAD
EL PASO, TEXAS 79922
(915) 581-4444 FAX (915) 581-1866
stmark@loveroad.org

Rev. Fred W. Kandler
Interim Senior Pastor

Rev. Felicia P. Hopkins
Associate Pastor

Rev. Paul E. Bauernfeind
Associate Pastor

Rev. Thomas C. Rieke
Associate Pastor

September 1, 2009

Mr. Roger Parks
Superintendent
Canutillo Independent School District
7965 Artcraft Road
Canutillo, TX 79835

Dear Superintendent Parks,

This letter requests the use of the Canutillo High School auditorium, five classrooms and the cafeteria on Sunday, November 1, 2009, from 8 am to 2 pm by St. Mark's United Methodist Church. Our church needs to have facilities to enable us to have one, combined worship celebration, spaces for childcare, a Church Conference to vote on a land purchase proposal, and a congregational luncheon. Our church facilities and parking will not allow us to have this crucial event as a single congregation meeting for worship and a major congregational decision.

The six hours requested will allow for preparation for the event, a 10 am worship service, the 11 am Church Conference, a 12 noon luncheon, and time for clean-up.

We appreciate your willingness to receive this request and present it to the Canutillo Independent School District Trustees for their consideration. We hope this request can be approved to enable St. Mark's UMC to schedule this important day in our church's history.

Please contact me, if you have any questions or concerns about this request.

Faithfully,

Rev. Fred W. Kandler
Interim Senior Pastor



CANUTILLO INDEPENDENT SCHOOL DISTRICT FACILITIES REQUEST FORM

Name: Alice Chavez
 Address: 5005 LOVE Rd. email: CHAVEZ.ALICE@SCLD.EDU
 Telephone #: 581-4444 Date of application: 9/1/09
 Organization: ST. MARKS UNITED METHODIST CHURCH
 Address: 5005 LOVE Rd.
 Position of applicant: WORSHIP COORDINATOR

Indicate length of time you are planning to use facilities:

Date(s): NOVEMBER 1, 2009 Time: From 8am To 2pm

Type of facilities: Auditorium, classrooms, & CATERIA Location/campus: Canutillo High School 1

Purpose for use of facilities: A COMBINED WORSHIP SERVICE, (CHLLOCATE) & LUNCHEON.

Number of Participants: 850

I have read the Rules and Regulations for use of Canutillo ISD building facilities and I will abide by these rules and regulations. I further assure responsibility for the proper care of these facilities.

Alice Chavez WORSHIP COORDINATOR 9/1/09
 Applicant signature Title Date

Change location to Canutillo High School 1

Approved by Principal or Designee <u>Fred And</u>	Title <u>Asst. Prin.</u>	Date <u>9/1/09</u>
--	-----------------------------	-----------------------

Custodial Services Required:

Facilities & Transportation Division - Lead Custodian Signature	Date
---	------

Associate Superintendent's Approval	Date
-------------------------------------	------

Comments:

* our auditorium seats 801. This is a concern. The date is clear. Hand

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Monthly ADA and Last Day Enrollment
As of August 31, 2009

<u>Campus</u>	<u>August ADA</u>	<u>Enrollment 8/31/09</u>
Canutillo Elementary School	659.25	715
Deanna Davenport Elementary School	390.41	425
Jose H. Damian Elementary School	473.41	517
Bill Childress Elementary School	461.58	497
Gonzalo and Sofia Garcia Elementary School	586.41	601
Canutillo Middle School	669.00	679
Jose J. Alderete Middle School	597.00	609
Canutillo High School	1562.33	1610
Northwest Early College High School	187.33	188
	<hr/>	<hr/>
DISTRICT TOTALS	5586.72	5841
Ineligible students (Tuition is not collected.)		19
		<hr/>
GRAND TOTAL ENROLLMENT	18	5860

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Monthly ADA Comparison August 2009

<u>Campus</u>	Previous month June 2009 <u>ADA</u>	Current month August 2009 <u>ADA</u>	Previous year August 2008 <u>ADA</u>
Canutillo Elementary School	626.62	659.25	618.50
Deanna Davenport Elementary School	394.63	390.41	407.30
Jose H. Damian Elementary School	443.87	473.41	463.00
Bill Childress Elementary School	463.87	461.58	470.80
Gonzalo and Sofia Garcia Elementary School	580.13	586.41	575.30
Canutillo Middle School	635.87	669.00	658.00
Jose J. Alderete Middle School	559.50	597.00	575.70
Canutillo High School	1321.25	1562.33	1522.00
Northwest Early College High School	103.00	187.33	96.40
*DISTRICT TOTALS	5128.74	5586.72	5387.00

*Does not include ineligible students 19

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Year-to-Date Average Daily Membership and ADA
August 24, 2009 through August 31, 2009

<u>Campus</u>	<u>ADM</u>	<u>ADA</u>	<u>ATT %</u>
Canutillo Elementary School	665.83	659.25	99.0%
Deanna Davenport Elementary School	394.00	390.41	99.1%
Jose H. Damian Elementary School	475.16	473.41	99.6%
Bill Childress Elementary School	467.83	461.58	98.7%
Gonzalo and Sofia Garcia Elementary School	594.41	586.41	98.7%
Canutillo Middle School	669.66	669.00	99.9%
Jose J. Alderete Middle School	602.16	597.00	99.1%
Canutillo High School	1593.33	1562.33	98.1%
Northwest Early College High School	187.33	187.33	100.0%
<hr/>			
*DISTRICT TOTALS	5649.71	5586.72	98.9%

*Does not include ineligible students ²⁰



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

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

FINANCIAL SERVICES

(915) 877-7425

Fax (915) 877-7415

TO: Board of Trustees

August 31, 2009

THROUGH: Tony Reza 
Executive Director

FROM: Kathy Ellis 

SUBJECT: Approval of Warrant List for August 1, 2009 through August 31, 2009

Enclosed in your packet is the warrant list for August 1, 2009 through August 31, 2009
I recommend its approval in the amount of: **\$1,211,333.16.**

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 2, 2009
Subject: Student Transfer and Tuition Waiver Requests
Presenter: Roger Parks, Interim Superintendent

ACTION

1. BACKGROUND INFORMATION:

An inter-district transfer and tuition waiver request for the 2009-10 school year has been presented to the Associate Superintendent's office by a family who previously resided in the Mowad area. This family is now residing within EPISD boundaries.

2. SUPERINTENDENT RECOMMENDATION:

To approve this tuition waiver given that these students have been enrolled in CISD since the first years of elementary school. Please see attached confidential memorandum.

3. BOARD ACTION REQUESTED:

Move to recommend approval of transfer request and tuition waiver as recommended by the Superintendent.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT**

Date: May 12, 2009

Subject: Emergency Adoption of DEC(Local) Compensation and Benefits: Leaves and absences

Presenter: Renée O'Donnell

ACTION

1. BACKGROUND INFORMATION:

DEC (Local) Compensation and Benefits: Leaves and Absences has gone through first and second readings with one item pending review: determination of whether employees who are married and both work for the school district can be limited to 12 weeks combined FML or if each spouse receives 12 weeks.

Please find enclosed a response from the Texas Association of School Boards Policy Consultant, Erin Oehler, who indicates it is legal to limit the FML to 12 weeks.

2. SUPERINTENDENT RECOMMENDATION:

Since DEC (Local) has been through first and second readings, administration recommends an emergency adoption so as not to have to go through first and second readings again.

3. BOARD ACTION REQUESTED:

Move to approve an emergency adoption of DEC (Local) as presented.

MOTION: _____ SECOND: _____

FOR: _____ AGAINST: _____

From: Ana Guerrero
Sent: Friday, August 28, 2009 11:50 AM
To: Renee O'Donnell; Roger Parks
Subject: FW: DEC(Local)

Please see email below from TASB policy service.

Ana Guerrero

Administrative Assistant,
Associate Superintendent's Office
Canutillo Independent School District
7965 Artcraft Road, Canutillo, TX 79835
Ph # (915) 877-7476
Fax (915) 877-7477

From: Erin Oehler [mailto:Erin.Oehler@tasb.org]
Sent: Friday, August 28, 2009 11:47 AM
To: Ana Guerrero
Subject: RE: DEC(Local)

Hi Ana,

School districts are permitted, by law, to determine whether employees who are married and both work for the District will be limited to 12 weeks combined FML or whether each spouse receives 12 weeks. I don't have a district yet that has chosen to allow the spouses to each take 12 weeks. They require the FML leave to be combined.

Please let Ms. O'Donnell and Mr. Parks know that they can assure the board member that it is perfectly legal to limit the FML to 12 weeks. The worksheets were put together by Policy Service, Human Services, and TASB Legal, so the base language we provided for every provision passes legal muster, without question or worry.

Erin Oehler

Policy Consultant
Texas Association of School Boards
Policy Service
800.580.7529
Ph.512.467.0222 x6407

From: Ana Guerrero [mailto:aguerrero@canutillo-isd.org]
Sent: Friday, August 28, 2009 11:34 AM
To: Erin Oehler
Cc: Renee O'Donnell; Roger Parks
Subject: DEC(Local)

Good morning Erin,

Ms. Renee O'Donnell, Executive Director of Human Resources will be the district's new policy contact person. Mr. Roger Parks, our interim superintendent has already requested access for her to the TASB Online Policy Service.

As per Ms. O'Donnell's request, I am attaching the DEC(Local) development worksheet. The revisions contained on this document were approved by the Board on 8/11/09, with the exception of page 16 where Alternative # 1 was selected as *preferred*, and which states that:

“If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]”

Could you please send us your legal opinion about this section? One of our board members feels that we cannot limit married couples to a combined 12 weeks.

As always, we greatly appreciate your help.

Regards,

Ana Guerrero

Administrative Assistant,
Associate Superintendent's Office
Canutillo Independent School District
7965 Artcraft Road, Canutillo, TX 79835
Ph # (915) 877-7476
Fax (915) 877-7477

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 8, 2009

Subject: Approval to Replace Evaporative Coolers at Canutillo Middle School Gyms

Presenter: Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the replacement of the evaporative coolers in the Canutillo Middle School Gyms in the amount of \$34,160 to Barret/Airworks.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to replace the evaporative coolers in the Canutillo Middle School Gyms in the amount of \$34,160 to Barret/Airworks.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

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

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415

Date: August 31, 2009

To: Canutillo ISD Board of Trustees

From: Ron Gatlin, Purchasing Agent

Subject: Replacement of evaporative coolers for CMS Gyms

Description/justification: Labor and materials to replace the evaporative coolers at the gyms at CMS. Old evaporative coolers have met their useful life and are no longer repairable.

Vendor name: Barrett/Airworks

Category: Formal Quotations

Funding source: 691 Bonds

Cost: \$ 34,160.00

Participating Schools: Canutillo Middle School

Signature: _____
Ron Gatlin, Purchasing Agent

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 8, 2009

Subject: Renewal of Software Licensing with Educational Technology Learning for the A+ instructional software

Presenter: Sylvia Gonzalez

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the renewal of software licensing with Educational Technology Learning for the A+ instructional software in the total amount of \$138,498.00. This purchase which will be a "sole source" purchase as it is copyrighted material.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to renew software licensing with Educational Technology Learning for the A+ instructional software in the total amount of \$138,498.00. This purchase which will be a "sole source" purchase as it is copyrighted material.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

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

Sylvia Gonzalez
Accelerated Instruction Director

Phone: 915-877-7441

Date: September 1, 2009

To: Canutillo ISD Board of Trustees

From: Sylvia Gonzalez/Accelerated Instruction Department

Subject: Purchase of A-Plus Software licensing

Description/justification: The A-Plus is a software program that consists of an instructional management system supported by core curriculum content and electives including Spanish 1A & 1B. Educators can test on national and state standards learning objectives. A-Plus assists students in danger of failing by providing another opportunity to obtain credits towards graduation.

Vendor name: Educational Technology Learning

Category: Sole Source

Funding source: 211.11.6299.01.999.9.30 Contracted Services – A-Plus Software Licensing

Cost: \$ 138,498.00

Participating Schools: Canutillo Middle School, Alderete Middle School, DAEP, NECHS and Canutillo High School

Signature: _____
Sylvia Gonzalez/Accelerated Instruction Director

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 8, 2009

Subject: 2009-2010 Juvenile Justice Alternative Education Program Interlocal Agreement

Presenter: Roger Parks

ACTION

1. BACKGROUND INFORMATION:

This agreement is presented for Board approval on a yearly basis. The agreement is for the establishment and operation of El Paso County Juvenile Justice Alternative Education Program through El Paso Independent School District. El Paso ISD will provide slots for placement of students from Canutillo ISD, if needed, into the Juvenile Justice Alternative Education Program.

2. SUPERINTENDENT RECOMMENDATION:

Recommend approval of the Interlocal Agreement.

3. BOARD ACTION REQUESTED:

Motion to approve the 2009-2010 Juvenile Justice Alternative Education Program 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 The District shall ensure that all staff, including temporary, seasonal or substitute employees shall have orientation training provided by a JPD representative prior to having sole contact with students. At a minimum this training shall include:

Texas Administrative Code: Rule §348.4 Personnel Administration

- (c) New Employee Orientation. All staff, including temporary, seasonal or substitute employees shall have orientation training prior to having sole contact with students. At a minimum this training shall include:
 - (1) safety and security procedures including but not limited to fire drills and the JJAEP's safety disaster plan;
 - (2) child abuse reporting;
 - (3) incident reports;
 - (4) student code of conduct;
 - (5) behavior management program;
 - (6) transporting students, if applicable;

- (7) crisis intervention;
- (8) distribution of medication, if applicable;
- (9) sexual harassment; and
- (10) physical restraint training, if applicable.

2.1.1 A Criminal Record Check shall be conducted by a JPD representative.

- (1) Prior to employment in the JJAEP, the juvenile board or designee, shall initiate a criminal history check in accordance with the following guidelines on all JJAEP staff that have direct contact with students.
- (2) Continued employment in the JJAEP shall be contingent upon the completion and return of acceptable results of criminal history checks in accordance with the Texas Administrative Code §341.23(a).
- (3) The following criminal history checks shall be conducted:
 - (A) a Texas criminal history background search (Texas Crime Information Center);
 - (B) a local law enforcement sex offender registration records check in the city or county where the applicant resides;
- (4) An internet based criminal background search shall not be used to conduct the background searches under paragraph (3)(A) of this subsection.

2.2 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 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, except to the extent that EPISD schools are closed due to disaster, flood, extreme weather condition, public health emergency, or other calamity. EPISD shall notify the Board, through the person(s) designated below, of emergency closures, and of any waiver(s) relating thereto filed by it, and provide updates on the status of any such waivers. Contact person(s) for the EPISD in case of emergency closure shall be as designated below. 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.

2.3 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.

2.4 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 2.2 and 2.3.

2.5 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.

2.5.1 EPISD may also provide education opportunities to students who have been expelled on a discretionary basis, at no expense to El Paso County, or the El Paso County Juvenile Board, subject to an agreement between EPISD and the referring school districts.

2.6 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.

2.7 EPISD shall provide services for the middle school and high school students enrolled in the Juvenile Justice Alternative Education Program School located at LaFarelle Alternative Middle School at 5209 Hercules, El Paso, Texas 79924 or the Raymond Telles Academy at 320 S. Campbell Street, El Paso, Texas 79901, respectively to transferred students as agreed by EPISD, the County, and the Districts.

2.8 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.

2.9 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.

2.10 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.

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

2.12 EPISD shall serve as fiscal agent for the Juvenile Justice Alternative Education Program operated pursuant to this agreement once the \$79.00 per day per student in actual attendance is transferred from the El Paso County Juvenile Probation Department.

2.13 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.

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

2.14 (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.

2.15 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.

2.16 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.

2.17 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 4.3, 4.4.1 and 4.5 below.

2.18 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.

2.19 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 first working day following the last business day of each month.

2.20 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.

2.21 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.

2.22 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 LaFarelle Alternative Middle School 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.

2.23 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 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.

2.24 EPISD agrees, pursuant to Chapter 261 of the Texas Family Code, to Report any and all alleged incidents 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.

2.25 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 2008-2009 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 \$79.00 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. Additionally, the Board, to the extent funds are available, shall compensate the EPISD for missed mandatory student attendance days in which disaster, flood, extreme weather condition, public health emergency, or other calamity has a significant effect on the program's attendance.

3.3 The Board shall cease payment of the daily rate of \$79.00 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 two business days after 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 two business days after 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 \$79.00 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 Each School District shall transport each student to Raymond Telles Academy and LaFarelle Middle School at the District's expense.

4.1.7 Each 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 The placement into the Juvenile Justice Alternative Education Program (JJAEP) of a student with a disability who receives special education services must be made in compliance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). 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 a manifestation of 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 referring 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 The placement at the JJAEP of a student who is required to register as a sex offender shall have his/her placement reviewed in the following manner:

(a) At the end of the first semester of a student's placement in the JJAEP, the referring District shall convene a committee to review the student's placement in the JJAEP. This committee must be composed of the following:

- (1) a classroom teacher from the campus to which the student would be assigned were the student not placed in the JJAEP;
 - (2) the student's probation officer, in the case of a student who does not have a probation officer, a representative of the local juvenile probation department;
 - (3) an instructor from the JJAEP to which the student is assigned;
 - (4) a school district designee selected by the board of trustees;
- and

- (5) a counselor employed by the school district.
- (b) The committee by majority vote shall determine and recommend to the school district board of trustees whether the student should be returned to the regular classroom or remain at the JJAEP.
- (c) If the committee recommends that the student be returned to the regular classroom, the board of trustees shall return the student to the regular classroom unless the board determines that the student's presence in the regular classroom:
 - (1) threatens the safety of other students or teachers;
 - (2) will be detrimental to the educational process; or
 - (3) is not in the best interest of the district's students.
- (d) If the committee recommends that the student remain in the JJAEP, the board of trustees shall continue the student's placement in the JJAEP unless the board determines that the student's presence in the regular classroom:
 - (1) does not threaten the safety of other students or teachers;
 - (2) will not be detrimental to the educational process; and
 - (3) is not contrary to the best interest of the district's students.
- (e) If, after receiving a recommendation under Subsection (b), the school district board of trustees determines that the student should remain in the JJAEP, the board shall before the beginning of each school year convene the committee described by Subsection 4.4(a) to review, in the manner provided by Subsection 4.4(b), 4.4(c), and 4.4(d), the student's placement in the JJAEP.

4.4.1 The review under Section 4.4 above of the placement of a student with a disability who receives special education services may be made only by a duly constituted admission, review, and dismissal committee. The admission, review, and dismissal committee may request that the board of trustees convene a committee described by Section 4.4(a) to assist the admission, review, and dismissal committee in conducting the review.

4.5 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.

4.6 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.

4.7 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 may be used for expansion and improvement of the juvenile justice alternative education program.

5. **EFFECTIVE DATE.** This agreement shall become effective on September 1, 2009. 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, 2010 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:

ATTEST:

EL PASO COUNTY JUVENILE BOARD

By [Signature]
Judge Yahara Gutierrez
65th District Court
Date: 8-7-09

Approved as to content:

[Signature]
Roger Martinez, Chief Juvenile
Probation Officer

ATTEST:

**EL PASO INDEPENDENT
SCHOOL DISTRICT**

[Signature]
Board Secretary
Date: 8/25/09

By [Signature]
Patricia Hughes
Board President
Date approved by School Board: 8/25/09

ATTEST:

**ANTHONY INDEPENDENT
SCHOOL DISTRICT**

Board Secretary
Date: _____

By _____
Chrissy Singh
Board President
Date approved by School Board: _____

ATTEST:

**CANUTILLO INDEPENDENT
SCHOOL DISTRICT**

Board Secretary
Date: _____

By _____
Shonda Jordan
Board President
Date approved by School Board: _____

EXHIBIT A

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

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

with copy to: Roger Martinez
Chief Juvenile Probation Officer
6400 Delta Drive
El Paso, Texas 79905

El Paso Independent School District: Patricia Hughes
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: Chrissy Singh
School Board President
840 6th Street
Anthony, Texas 79821

Canutillo Independent School District: Shonda Jordan
School Board President
P.O. Box 100
Canutillo, Texas 79835

**TEXAS JUVENILE PROBATION COMMISSION
FY 2009 JJAEP
MONTHLY ATTENDANCE VOUCHER**

County Name: _____ Date of Submission: _____

Regular School Year JJAEP will Operate: From _____ 2009 _____ 2010

** Actual attendance days should only be counted during the 2009/2010 school year and should not exceed the 180 days of require operation.*

Printed Name of Program Administrator: _____

Signature of Program Administrator: _____

Month Ending: _____

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

0

Total of Actual Mandated Students X \$79.00

\$0.00

**** 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
P. O. Box 13547, Austin, Texas 78711
Fax: 512-424-6717**

For Agency Use Only:

Amount Paid: _____

Voucher # : _____

Date: _____

By: _____

EXHIBIT B



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

County: _____ Date: _____
 Person Preparing Form: _____ Title: _____
 Month Ending: _____ Phone: () _____

Activity During the Reporting Period	Mandatory Expulsions 37.007 (a), (d), (e)	Discretionary Expulsions 37.007 (b), (c), (f), (i)	Other Students*
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			
Educational Outcome (Exit Reason)			
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)			

* AOther 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) 424-8717

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"

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**TEXAS JUVENILE PROBATION COMMISSION
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM
STUDENT INFORMATION FORM**

STUDENT PERSONAL DATA

1. First Name	2. Middle Name	3. Last Name	4. Suffix
5. DOB	6. SS#	7. Race <input type="checkbox"/> African-American <input type="checkbox"/> Asian <input type="checkbox"/> White <input type="checkbox"/> Hispanic <input type="checkbox"/> American Indian <input type="checkbox"/> Other	8. Gender <input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Unknown

STUDENT ADMISSION DATA

9. County Number	10. PID #	11. Referral #	12. PIEMS Student ID
13. Expulsion Date	14. Campus ID	15. Offense Cite	
16. Entrance Date	17. Grade Level	18. Math	19. Reading
		a. Tested Grade Level :	a. Tested Grade Level:
		b. Standard Score:	b. Standard Score:
20. Special Education <input type="checkbox"/> Yes <input type="checkbox"/> No	21. Special Education Type (Circle all that apply) <input type="checkbox"/> Emotionally Disturbed <input type="checkbox"/> Learning Disabled <input type="checkbox"/> Physical Disability <input type="checkbox"/> Mentally Retarded <input type="checkbox"/> Other		

STUDENT EXIT DATA

22. Exit Date	23. Juvenile Court Disposition (Choose only 1) <input type="checkbox"/> Prosecution Refused <input type="checkbox"/> Adjudicated-Placed on Probation <input type="checkbox"/> Adult – Non-Applicable <input type="checkbox"/> Court Found Not Guilty <input type="checkbox"/> Pending <input type="checkbox"/> Not Applicable <input type="checkbox"/> Supervisory Caution <input type="checkbox"/> Dismissed by Court <input type="checkbox"/> Deferred Prosecution		
24. Math	25. Reading	26. Expulsion Expired <input type="checkbox"/> Yes <input type="checkbox"/> No	27. Probation Expired <input type="checkbox"/> Yes <input type="checkbox"/> No
a. Tested Grade Level:	a. Tested Grade Level:		
b. Standard Score:	b. Standard Score:		
28. Total Days Attended		29. Total Days Absent	
30. Exit Reason (Choose only 1) <input type="checkbox"/> Completed GED (<i>GED</i>) <input type="checkbox"/> Completed program/term of <u>expulsion and probation expired</u> (<i>RTRS</i>) <input type="checkbox"/> Graduated (<i>GRAD</i>) <input type="checkbox"/> Other (<i>OTHR</i>) <input type="checkbox"/> Completed program/term of <u>expulsion expired</u> (<i>EXPX</i>) <input type="checkbox"/> Left Program Incomplete (<i>INCO</i>) <input type="checkbox"/> Completed program/term of <u>probation expired</u> (<i>PRBX</i>) <input type="checkbox"/> ARD exit/ <u>Special ed. needs could not be meet in JJAEP</u> (<i>ARD</i>)			

Exhibit "D"

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 JIAEP.
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 Marijuana, 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, Alt Murder	37.007(b)(2)(D)	- Deadly Conduct
37.007(a)(2)(D) - Indecency with a Child	37.007(b)(3)	- Non-Sch; Student/Student
37.007(a)(2)(E) - Aggravated Kidnapping	37.007(b)(4)	- 300Rt. Rule Mandatory Offense
37.007(a)(2)(F) - Aggravated Robbery	37.007(c)	- Sar/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

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

16. **Entrance Date** Date of student's first attendance day in the JIAEP.
17. **Grade Level** Grade student currently is enrolled.
 - 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.
18. **Math**
 - 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.
19. **Reading**
 - a. Grade Level - Number should reflect the student's tested entrance level in reading (I.e. 4.6).
 - 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 JIAEP.
23. **Juvenile Court Disposition** Indicate the juvenile court disposition pertinent to the student from list.
 - 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 student's tested standardized score.
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 student's 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 JIAEP.
29. **Total Days Absent** Total number of days student was absent while enrolled in the JIAEP.
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, at (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

Attempted Suicide - Report Within 24 Hours

Abuse - Report Within 24 Hours
Restraint Related? Yes No
If yes, what type? Mechanical Physical Chemical

Serious Injury - Report Within 24 Hours
Restraint Related? Yes No
If yes, what type? Mechanical Physical Chemical

Neglect - Report Within 24 Hours

Youth on Youth Assault - Report Within 24 Hours

Exploitation - Report Within 24 Hours

Escape - Report Within 24 Hours

Suicide - Report Within 24 Hours

DEPARTMENT / FACILITY RELATED INFORMATION

Department / Facility:

County:

Operated By: Private
 Public

Program Type:

Pre-Adjudication (Detention)

Probation

JJAEP

Day Reporting Program

Post-Adjudication (Secure)

Post-Adjudication (Non-Secure)

Department / Facility Address:

City:

State:

Zip:

Chief / Facility Administrator:

Phone:
()

Fax:
()

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

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"



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* <input type="checkbox"/> No <input type="checkbox"/>		

* 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.

Section IV
Clearly Defined Sanctions or Penalties for
Contract Non-Compliance and Termination Provisions

[The TJPC State Financial Assistance Contract requires that contracts with private service providers paid in whole or part with state funds shall include clearly defined sanctions or penalties for failure to comply with or perform contract terms or conditions.]

The evaluator(s) completing this form should:

1. Check all completed actions that have been taken to detail the contractual sanctions, penalties and termination 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 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.
- Ineligibility for future contracts provision.
- Refund of payments provision for breach of contract.
- Venue provision for any necessary legal actions.
- Other (Specify)
- Other (Specify)

Date:

- Payment withheld, suspended, reduced (Specify details)

Date:
Date:
Date:
Date:

- Refund of payment (Specify details)

Date:
Date:

- Legal action (Specify details)

Date:

- Service Provider ineligible for future contracts (Specify)

Date:

- Other (Specify)

Date:

B. The following actions have been taken regarding the service provider's performance of the contract:

- Contract Terminated (Specify details)

Date:

- Sanction Imposed (Specify details)

Date:
Date:
Date:

- Satisfactory Performance** – Service provider has performed the terms of the contract in a satisfactory manner and no contractually authorized sanctions or penalties have been invoked against service provider.

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 8, 2009

Subject: Purchase of a 71 Passenger School Bus

Presenter: Tony Reza/Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of a 71 passenger school bus utilizing the Buyboard purchasing cooperative from Blue Star Bus Sales, Ltd. in the total amount of \$84,000 which includes the \$800 Buyboard fee.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to purchase a 71 passenger school bus utilizing the Buyboard purchasing cooperative from Blue Star Bus Sales, Ltd. in the total amount of \$84,000 which includes the \$800 Buyboard fee.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Arcraft Rd.
El Paso, TX 79932

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

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415

Date: September 2, 2009

To: Canutillo ISD Board of Trustees

From: Ron Gatlin, Purchasing Agent

Subject: Purchase of 71 passenger school bus

Description/justification: Purchase of a 71 passenger school bus utilizing the Buyboard purchasing cooperative from Blue Star Bus Sales, Ltd. in the total amount of \$84,000 which includes the \$800 Buyboard fee.

Vendor name: Blue Star Bus Sales, Ltd.

Purchasing Method: Buyboard Purchasing Cooperative

Category: General Fund

Funding Source: 6631 Vehicles over \$5000

Cost: \$84,000

Participating Schools: District-Wide Transportation of students

Signature: Ron Gatlin, Purchasing Agent

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 8, 2009

Subject: Purchase of a 53 Passenger Special Needs School Bus

Presenter: Janine Hammock/Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of a 53 passenger special needs school bus utilizing the Buyboard purchasing cooperative from Blue Star Bus Sales, Ltd. in the total amount of \$89,160 which includes the \$800 Buyboard fee. Funding by the IRRA Federal Special Ed Stimulus Fund is pending for the purchase of this bus.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to purchase a 53 passenger special needs school bus utilizing the Buyboard purchasing cooperative from Blue Star Bus Sales, Ltd. in the total amount of \$89,160 which includes the \$800 Buyboard fee. Pending funding by the IRRA Federal Special Ed Stimulus Fund.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, TX 79932

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

Ron Gatlin
Purchasing Agent

Voice (915) 877-7426
Fax (915) 877-7415

Date: September 2, 2009

To: Canutillo ISD Board of Trustees

From: Ron Gatlin, Purchasing Agent

Subject: Purchase of 53 passenger special needs school bus

Description/justification: Purchase of a 53 passenger special needs school bus utilizing the Buyboard purchasing cooperative from Blue Star Bus Sales, Ltd. in the total amount of \$89,160 which includes the \$800 Buyboard fee.

Initial approval for the grant has been received pending final approval and budget set up.

Vendor name: Blue Star Bus Sales, Ltd.

Purchasing Method: Buyboard Purchasing Cooperative

Category: IRRA Federal Special Ed Stimulus Funding

Funding Source: 6631 Vehicles over \$5000

Cost: \$89,160

Participating Schools: District-Wide Transportation of special needs students

Signature: Ron Gatlin, Purchasing Agent

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 8, 2009

Subject: Purchase McAfee Email and Antivirus Licensing

Presenter: LuAnn Escobar/Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place. This request is to approve the purchase of the McAfee email and antivirus licensing software utilizing the DIR purchasing cooperative #3-98WEI5 from ANI Direct in the total amount of \$49,189.85.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval to purchase the McAfee email and antivirus licensing software utilizing the DIR purchasing cooperative #3-98WEI5 from ANI Direct in the total amount of \$49,189.85.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Date: September 2, 2009

To: Canutillo ISD Board of Trustees

From: LuAnn Escobar, Interim Executive Director School Resources

Subject: McAfee email and antivirus licensing

Description/justification: District-Wide Email Services (spam and antivirus prevention)

Vendor name: ANI Direct

Category: Quote # AAAQ33177, DIR # 3-98WEI5

Funding source: 199.53.6299.49.728.9.99

Cost: \$49,189.85

Participating Schools: District-Wide

Signature: LuAnn Escobar
Interim Executive Director School Resources

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT FOR ELECTION SERVICES

*This Contract, made this 25th day of August 2009 by and between the **CANUTILLO INDEPENDENT SCHOOL DISTRICT**, hereinafter called **CISD** and **JAVIER CHACON**, 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 3, 2009**, in connection with the holding of a **CANUTILLO INDEPENDENT SCHOOL DISTRICT 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 (5) five voting precincts plus (2) two permanent early voting stations will be used for the election. In addition there will be early voting locations designated by the Elections Department. Expenses will be shared with the **County of El Paso and San Elizario I.S.D.**

(b) The **Canutillo I.S.D.** election will be held as a joint election with the **County of El Paso**. El Paso County Elections Dept. has contracted with two entities, which will be programmed into one, touch screen system. During early voting a voter will be eligible to vote at any one of the early voting or mobile voting locations. **Canutillo I.S.D.** will be billed for areas within its jurisdiction and share with the **EL PASO COUNTY** and with entities accordingly, any other locations to be determined at a later date.

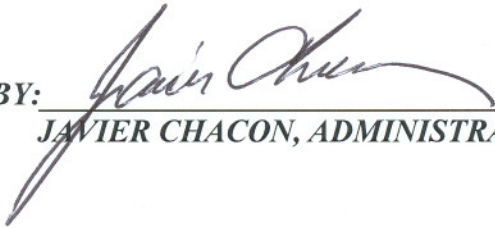
(c) Nothing contained in this contract shall authorize or permit a change in the officer with whom or the place at which any document or record relating to the election is to be filed.

(d) *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:  _____
JAVIER CHACON, ADMINISTRATOR



September 2, 2009

EXHIBIT "A"

CANUTILLO INDEPENDENT SCHOOL DISTRICT TAX ROLL BACK ELECTION
NOVEMBER 3, 2009

PAYROLL:

1. EARLY VOTING.....	\$ 4,472.00
2. TEMPORARY HELP.....	\$ T.B.D.
3. CENTRAL COUNTING STATION.....	\$ 300.00
4. TABULATING PERSONNEL.....	\$ 200.00
5. ELECTION DAY PAYROLL.....	\$ 1,462.50
6. DELIVERY TO CENTRAL COUNTING STATION.....	\$ 168.00

OTHER EXPENSES:

1. PRINTING OF BALLOT (MAIL & PROVISIONAL).....	\$ 150.00
2. PUBLICATION OF NOTICES.....	\$ 60.00
3. 1 CENTRAL COUNTING STATION KIT.....	\$ 35.00
4. AUTO/TABULATING EQUIPMENT/SOFTWARE/SUPPLIES.....	\$ 500.00
5. PRECINCT KITS/ELECTION DAY.....	\$ 210.00
6. PRECINCT BAGS/ELECTION DAY.....	\$ 12.00
7. TOUCH SCREEN VOTING MACHINES/ELECTION DAY.....	\$ 1,050.00
8. TOUCH SCREEN VOTING MACHINES/EARLY.....	\$ 350.00
9. EARLY VOTING KIT.....	\$ 70.00
10. ELECTRIC BILLS FOR EARLY VOTING.....	\$ N.C.
11. POSTAGE/STATIONERY/CHECKS.....	\$ 50.00
12. PRECINCT CARDS (SMART CARDS).....	\$ 150.00
13. INTERNET CONNECTIONS (EARLY VOTING).....	\$ N.C.
14. ENCODERS FOR TOUCH SCREENS.....	\$ 60.00
15. TRAINING STAFF, OVERTIME.....	\$ T.B.D.
16. PARKING GARAGE CHARGE FOR JUDGES & CLERKS.....	\$ 40.00
17. DELIVERY & PICKUP OF TOUCH SCREENS.....	\$ 300.00
SUB TOTAL.....	\$ 9,639.50
ADMINISTRATIVE FEES 10%.....	\$ 963.95
TOTAL.....	\$ 10,603.45

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 Ave. # L 115
El Paso, Tx. 79901



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

Javier Chacon Elections Administrator

November 3, 2009

EARLY VOTING
October 19, 2009 – October 30, 2009

1.	ANA M. GARCIA-ENRIQUEZ MIDDLE	12280 SOCORRO RD.	8:00 - 4:00
2.	BASSETT PLACE	6101 GATEWAY WEST	9:00 - 6:00
3.	CANUTILLO ELEMENTARY	651 CANUTILLO WEST	8:00 - 4:00
4.	CAROLINA REC. CENTER	563 N. CAROLINA DR.	9:00 - 6:00
5.	COURTHOUSE	500 E. SAN ANTONIO AVE.	8:00 - 5:00
6.	DIETER PLAZA	1605 GEORGE DIETER DR.	9:00 - 6:00
7.	FESTIVAL CROSSING	5380 N. MESA ST.	9:00 - 6:00
8.	PAVO REAL SENIOR CENTER	9301 ALAMEDA AVE.	9:00 - 6:00
9.	REGENCY OF EL PASO	221 BARTLETT DR.	9:00 - 6:00
10.	ROGELIO SANCHEZ	1331 N. FABENS	9:00 - 6:00
11.	RUSHFAIR SHOPPING CENTER	5255 W. B. TRANS MTN. RD.	9:00 - 6:00
12.	SUNRISE SHOPPING CENTER	8500 DYER ST.	9:00 - 6:00
13.	VISTA HILLS SHOPPING CENTER	1840 LEE TREVINO DR.	9:00 - 6:00
14.	WEST VALLEY FIRE STATION	510 E. VINTON RD.	12:00 - 5:00
15.	ZARAPLEX CENTER	1700 ZARAGOZA RD.	9:00 - 6:00

October 19, 2009 – October 23, 2009 (Mon. – Fri.) FOLLOW ABOVE SCHEDULE
October 26, 2009 – October 28, 2009 (Mon. – Wed.) FOLLOW ABOVE SCHEDULE
October 29, 2009 – October 30, 2009 (Thur. – Fri.) 7:00 am. – 7:00 pm. ALL STATIONS

SUBJECT TO CHANGE

The County of El Paso

Elections Department
500 E. San Antonio Ave. # L 115
El Paso, Tx. 79901



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

Javier Chacon Elections Administrator

November 3, 2009

<u>Early Voting Locations</u>	<u>Judge</u>	<u>Alternate</u>
1. ANA M. GARCIA-ENRIQUEZ MIDDLE	Dora Tellez	Afra A. Zamarripa
2. BASSETT PLACE	Alfredo Alvarado	Frank Holguin
3. CANUTILLO ELEMENTARY	Juan Angulo	Ernie Chasco
4. CAROLINA REC. CENTER	Floreen Villela	Alma Franco
5. COURTHOUSE	Laura Sandoval	Albert Mendez
6. DIETER PLAZA	Velia Lujan	Ana Davis
7. FESTIVAL CROSSING	Eufracia Alderete	Maria Garcia
8. PAVO REAL SENIOR CENTER	Mary Padilla	Anita Bowling
9. REGENCY OF EL PASO	Joseph DeVitto	Seney Sowles
10. ROGELIO SANCHEZ	Apolonia Rodriguez	Yolanda Cereceres
11. RUSHFAIR SHOPPING CENTER	Gloria Cox	Graciela Sanchez
12. SUNRISE SHOPPING CENTER	Silvia Rivas	Maria C. Rice
13. VISTA HILLS SHOPPING CENTER	Phillip Young	Daniel Reyes
14. WEST VALLEY FIRE STATION	Diana Rivas	Sandra Meza
15. ZARAPLEX CENTER	Dolores Bolanos	Madeline Perez

SUBJECT TO CHANGE

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



Javier Chacon
Elections Administrator

November 3, 2009

RECOMMENED PERSONNEL

Central Counting Station Manager Javier Chacon

Central Counting Station Judge Veronica Roman

Early Voting Ballot Board Chairman Rosa O'Keefe

Tabulating Supervisor Tony Rivera

Last day to receive a request for a ballot by mail October 27, 2009

AN AMENDED ORDER BY THE BOARD OF TRUSTEES OF CANUTILLO INDEPENDENT SCHOOL DISTRICT CALLING A ROLLBACK ELECTION TO BE HELD WITHIN SAID DISTRICT; PROVIDING FOR THE CONDUCT AND THE GIVING OF NOTICE OF SAID ELECTION; AND CONTAINING PROVISIONS NECESSARY AND INCIDENTAL TO THE PURPOSES HEREOF

WHEREAS, this Board of Trustees finds and determines that it is necessary and advisable to call and hold an election for and within Canutillo Independent School District (the "District") on the proposition hereinafter set forth; and

WHEREAS, it is further found and determined that the meeting at which this order was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Texas Government Code, Chapter 551; and

WHEREAS, on August 25, 2009 the Board of Trustees has approved an Order calling a tax rollback election; and

WHEREAS, the Order calling the election needs to be amended to provide for changes in election day and early voting places as determined by the County Elections Department, the entity conducting the election for the District;

NOW, THEREFORE,

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

Section 1. Findings.

The statements contained in the preamble of this Order are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Ordered; Date; Proposition.

An election shall be held for and within the District on November 3, 2009, at which election the following proposition shall be submitted in accordance with law:

PROPOSITION

SHALL THE BOARD OF TRUSTEES OF CANUTILLO INDEPENDENT SCHOOL DISTRICT BE AUTHORIZED TO APPROVE THE AD VALOREM TAX RATE OF \$1.352095 PER \$100 VALUATION IN CANUTILLO INDEPENDENT SCHOOL DISTRICT FOR THE CURRENT YEAR, A RATE THAT IS \$.06 HIGHER PER \$100 VALUATION THAN THE SCHOOL DISTRICT ROLLBACK TAX RATE?

Section 3. Precincts and Polling Places.

The election precincts for said election, and the polling place for each such precinct on election day, are hereby established and designated in Exhibit A attached hereto, which is incorporated herein by reference and made a part hereof for all purposes.

Section 4. Early Voting.

The Main Early Voting Polling Place and the Early Voting Polling Places for conducting early voting by personal appearance and the address for early voting by mail for said election are hereby designated as set forth in Exhibit A attached hereto.

Section 5. Voting Hours.

(a) On election day the polls shall be open from 7:00 A.M. to 7:00 P.M.

(b) The dates and hours for early voting by personal appearance at the Main Early Voting Polling Place and the Early Voting Polling Places shall be as set forth in Exhibit A hereto.

Section 6. Election Officers.

The persons to serve as officers to conduct said election on election day and for early voting shall be appointed in accordance with the Texas Election Code.

Section 7. Official Ballots.

(a) Voting at said election on election day and early voting by personal appearance and by mail shall be by the use of a touch screen voting system.

(b) The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid proposition, which shall be set forth substantially in the following form:

PROPOSITION

APPROVING THE AD VALOREM TAX RATE OF \$1.352095 PER \$100 VALUATION IN CANUTILLO INDEPENDENT SCHOOL DISTRICT FOR THE CURRENT YEAR, A RATE THAT IS \$.06 HIGHER PER \$100 VALUATION THAN THE SCHOOL DISTRICT ROLLBACK TAX RATE.

Section 8. Bilingual Election Materials.

The election materials enumerated in TEX. ELEC. CODE ANN. §§ 272.001, et seq., shall be printed and furnished in both English and Spanish for use at the polling places and for early voting.

Section 9. Conduct of Election. Said election shall be conducted in all respects in accordance with the Texas Election Code, and all resident qualified electors of the District shall be entitled to vote at said election. Pursuant to the federal Help America Vote Act and the Texas Election Code, each polling place shall be provided at least one voting system equipped for individuals with disabilities.

Section 10. Notice of Election.

(a) Notice of said election shall be given by (i) publishing a substantial copy of this Order in both English and Spanish one time not earlier than the 30th day or later than the 10th day before election day, in a newspaper published in the District and (ii) posting a substantial

copy of this Order in both English and Spanish on the bulletin board in the District's administrative offices used for posting notices of the meetings of the Board of Trustees of the District not later than the 21st day before election day.

- (b) Such notice, as posted and published, shall include and constitute a schedule stating the location of the temporary branch early voting polling places for said election, the election precincts served by the temporary branch polling places and the dates and hours that temporary branch voting will be conducted.

PASSED AND APPROVED this September 8, 2009.

Shonda Jordan
President, Board of Trustees

Attest:

Rachel Mendoza Quintana
Secretary, Board of Trustees

EXHIBIT A

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
ROLL BACK ELECTION
November 3, 2009**

Election Day Voting - Polling Places

Hours for voting: 7:00 a.m. to 7:00 p.m.

El Paso County Election Precincts

(or portions thereof within Canutillo Independent School District):

County Election Precinct No. 2	Vinton Fire Station 510 Vinton Road Vinton, Texas
County Election Precinct No. 3	Canutillo Middle School 7311 Bosque Road Canutillo, Texas
County Election Precinct No. 4	Canutillo Elementary School 651 Canutillo Avenue Canutillo, Texas
County Election Precinct No. 5	Fire Station #2 111 Borderland El Paso, Texas
County Election Precincts 11-2 and 170	Olga Kohlberg Elementary School 1445 Nardo Goodman El Paso, Texas

Early Voting Polling Places

October 19 - October 30, 2009

1.	Ana M. Garcia-Enriquez Middle	12280 Socorro Rd.	8:00 - 4:00
2.	Bassett Place	6101 Gateway West	9:00 - 6:00
3.	Canutillo Elementary	651 Canutillo West	8:00 - 4:00
4.	Carolina Rec. Center	563 N. Carolina Dr.	9:00 - 6:00
5.	Courthouse	500 E. San Antonio Ave.	8:00 - 5:00
6.	Dieter Plaza	1605 George Dieter Dr.	9:00 - 6:00
7.	Festival Crossing	5380 N. Mesa St.	9:00 - 6:00
8.	Pavo Real Senior Center	9301 Alameda St.	9:00 - 6:00
9.	Regency of El Paso	221 Bartlett Dr.	9:00 - 6:00

10.	Rogelio Sanchez	1331 N. Fabens	9:00 - 6:00
11.	Rushfair Shopping Center	5255 WB Trans Mtn Rd.	9:00 - 6:00
12.	Sunrise Shopping Center	8500 Dyer St.	9:00 - 6:00
13.	Vista Hills Shopping Center	1840 Lee Trevino Dr.	9:00 - 6:00
14.	West Valley Fire Station	510 E. Vinton Rd.	12:00 - 5:00
15.	Zaraplex Center	1700 Zaragoza Rd.	9:00 - 6:00

October 19, 2009 - October 23, 2009 (Mon - Fri) Follow Above Schedule

October 26, 2009 - October 28, 2009 (Mon - Fri) Follow Above Schedule

October 29, 2009 - October 30, 2009 (Thurs - Fri) 7:00 a.m. - 7:00 p.m. All Locations

Early voting places for the election are subject to change by the County Elections Department. All early voting places designated by the County Elections Department shall be early voting places for this election.

Any voter who is entitled to vote an early ballot by personal appearance may do so at the Main Early Voting Polling Place or at any Temporary Branch Early Voting Polling Place.

Address for Early Voting by Mail

Early Voting Clerk
500 E. San Antonio, Room L-115
El Paso, Texas 79901

Applications for ballot by mail may be received no later than the close of business on October 27, 2009.



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Mr. Roger Parks
Interim Superintendent

(915) 877-7444
FAX (915) 877-7414
rparks@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: September 4, 2009

SUBJECT: Revision to BDD (Local)

Please find attached proposed revisions to BDD (Local) Board Internal Organization: Attorney as submitted by Shonda Jordan.

The Board shall retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and representatives in matters requiring legal services. Services to be performed and reasonable compensation to be paid by the Board shall be set forth in ~~a written contract~~ an oral agreement between the Board and the attorney or attorneys.

In accordance with the ~~written contractual agreement~~, individual Trustees shall channel legal inquiries through the Superintendent or Board designee, as appropriate, when advice or information from the District's legal counsel is sought.

Staff requests for legal advice from the District's legal counsel shall be submitted through the Superintendent or designees.

A report of legal advice received shall be presented to the Board when deemed appropriate by the administration or upon request of the Board.



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Mr. Roger Parks
Interim Superintendent

(915) 877-7444
FAX (915) 877-7414
rparks@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: September 2, 2009

SUBJECT: Recommendation for Executive Director

I will present my recommendation for Executive Director of School Resources during the Executive Session portion of our meeting.



Canutillo Independent School District

7965 Artcraft Rd.
El Paso, Texas 79932

Mailing Address: PO Box 100
Canutillo, Texas 79835

Mr. Roger Parks
Interim Superintendent

(915) 877-7444
FAX (915) 877-7414
rparks@canutillo-isd.org

MEMORANDUM

TO: Members of the Board of Trustees

FROM: Roger Parks, Interim Superintendent

DATE: September 2, 2009

SUBJECT: Level III Grievance

Larry Baskind has provided, under separate cover, documentation related to the Level III Grievance filed by Linda Bordier.

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: September 8, 2009

Subject: Administrative Personnel Actions for Board of Trustee Information Only

Presenter: Renée O'Donnell

ACTION

1. BACKGROUND INFORMATION

Superintendent approved employment of personnel:

Rosa Maria Abenoja, Special Education Teacher, CHS.....	Effective 8/17/09
Hector Acosta, Math Teacher, CHS.....	Effective 8/17/09
Gracie Adams, Instructional Coordinator, BCE.....	Effective 8/12/09
Lorena Alvarez, 3 (M) Teacher, JDE.....	Effective 8/17/09
Rafael Batrez, PT Bus Driver.....	Effective 8/20/09
Frankie Brito, Librarian, CMS.....	Effective 8/21/09
Hector Caro, Math Teacher, CHS.....	Effective 8/17/09
Melinda Castillo, Business Teacher, CHS.....	Effective 8/17/09
Martina Collins, History Teacher, NECHS.....	Effective 8/17/09
Mirna Contreras, 4 (B) Teacher, DDE.....	Effective 8/17/09
Elizabeth Delgado, 504 Paraprofessional, AMS.....	Effective 8/19/09
Josefina Dominguez, English Teacher, NECHS.....	Effective 8/17/09
Donald Downs, PT Math Teacher, NECHS.....	Effective 8/17/09
Tania Espino, Science Teacher, NECHS.....	Effective 8/21/09
Alejandro Figueroa, Math Teacher, CHS.....	Effective 8/17/09
Jackie Finch, Special Education Teacher, JDE.....	Effective 8/20/09
Jose Flores, English Teacher, CHS.....	Effective 8/17/09
Adriana Galvan, Special Education Teacher, AMS.....	Effective 8/17/09
Elizabeth García, K (B) Dual Teacher, JDE.....	Effective 8/17/09
Michael Halpern, Science Teacher, CHS.....	Effective 8/21/09
Patricia Hernandez, 5 (B) Dual Teacher, GES.....	Effective 8/17/09
Edna Herrera, ISS Paraprofessional, AMS.....	Effective 8/19/09
Judy Ann Jimenez, Employee Development Coord, HR.....	Effective 8/11/09
Cara Luffey, PT Music Teacher, NECHS.....	Effective 8/17/09
Chelse Rachele Malone, Special Ed Teacher, CMS.....	Effective 8/28/09
Evangelina Martinez, Science Teacher, CHS.....	Effective 8/17/09
Heather Parra, Librarian, JDE.....	Effective 8/12/09
Ruby Ann Palacios, 7/8 Math Teacher, AMS.....	Effective 8/17/09
Norma Payan, Business Ed Teacher, CHS.....	Effective 8/17/09
Sylvia Prieto, 6 (B) Teacher, CMS.....	Effective 8/17/09
Jerry Sanchez, 3 (M) Dual Teacher, BCE.....	Effective 8/19/09
Renee Somileo, Science Teacher, CHS.....	Effective 8/17/09

Superintendent approved employment of personnel (cont.)

Veronica Smith, K (B) Teacher, CES.....Effective 8/17/09
Ana Valtierra, English Teacher, CHS.....Effective 8/17/09
María Ernestina Williams, Instructional Coord, GES.....Effective 8/17/09

Superintendent approved position changes for personnel:

Manuela Jallad
Teacher, GES to
Counselor, AMS..... Effective 8/12/09

Ekal Imana
Science Teacher, CHS to
Math Teacher, NECHS..... Effective 8/17/09

Jessica Melendez-Carrillo
Teacher
CES to JDE..... Effective 8/17/09

Carlos Simpson
Food Service Test Kitchen Chef to
Culinary Arts Teacher, CHS..... Effective 8/17/09

John Weyenberg
Food Service Test Kitchen Cook to
Food Service Test Kitchen Chef Trainer..... Effective 8/17/09

Superintendent approved resignations:

Mayra Barrientos, Sp. Ed. Assistant, JDE.....Effective 6/5/09
Debra Bierman, Sp. Ed. Assistant, CO..... Effective 8/17/09
Rita Dominguez, PT Helper, CMS..... Effective 8/10/09
Hilda Guzman-Aguilar, CEI Assistant, DDE..... Effective 6/4/09
Daniel Martinez, DAEP Assistant..... Effective 8/11/09
Linda Telles, 3 TWM Teacher, BCE..... Effective 8/17/09
Gabriela Vega, FS Asst. Manager, GES..... Effective 6/5/09

Superintendent approved retirements:

None

Termination of Personnel

See memorandum under separate cover.

2. BOARD ACTION REQUESTED

No action required.