

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held March 26, 2024, 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-OTHER**
 - A. Call to Order
 - B. Pledge of Allegiance
 - C. Texas Pledge of Allegiance
 - D. Roll Call
 - E. CISD Vision and Mission Statements 3
2. **BOARD HONORS**
 - A. Recognition of Angel Rodriguez and Evelyn Gesualdo-Lopez from Canutillo High School and Mykohl Arellano from Northwest Early College High School for being named finalists for the Gates Millennium Scholarship Program.
Presenter: G Reveles
 - B. Recognition of the winners of the 2024 Canutillo ISD District Science Fair.
Presenter: G. Reveles
 - C. Recognition of the Canutillo ISD Public Information Office for winning 10 awards in the 2024 Texas School Public Relations Association Star Awards.
Presenter: G. Reveles
3. **OPEN FORUM-OTHER**

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

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

For further information on those policies, contact the Superintendent's Administrative Assistant.
4. **SPECIAL PRESENTATION-OTHER**
 - A. 2022-2023 District Annual Board Report 4
Presenter: J Harrison
5. **BOARD OF TRUSTEE BUSINESS**
 - A. March Budget Update Presentation 24
Presenter: C. Pulley
6. **CONSENT AGENDA-VOTING**

A. <i>BUSINESS SERVICES</i>	
1. Approval of the Meeting Minutes	
a. Approval of the September 26, 2023 RBM Minutes	37
b. Approval of the October 30, 2023 RBM Minutes	43
c. Approval of the November 14, 2023 RBM Minutes	46
d. Approval of the December 12, 2023 RBM Minutes	49
2. Approval of the Monthly Donations	
Presenter: C. Pulley	
a. Board Acceptance of the February 2024 Donations Report	51
Presenter: Cristina Pulley	
3. Approval of the Budget Amendments	
Presenter: C. Pulley	
a. Approval of the Budget Amendments - February 2024	53
Presenter: C Pulley	
4. Approval of Memorandum of Understanding between Canutillo ISD and Goodwill Industries	55
Presenter: Elvia Moreno	
5. Recommendation of approval of Memorandum of Understanding (MOU) between Canutillo ISD and Providence Hospital- Transmountain Campus/Tenet Healthcare for Health Science student internships	76
Presenter: Tracy Andrews	
6. Approval of Joint Election Services contract between County of El Paso and Canutillo Independent School District	90
Presenter: Gustavo Reveles	
B. <i>HUMAN RESOURCES</i>	
1. Approval of Changes to the 2023-24 CISD District Calendar	100
Presenter: J. Melendez / Dr. Debra Kerney	
7. ADJOURNMENT	

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

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Mission

We provide Equitable Opportunities to ensure our future-ready students are empowered to Explore, Learn, Grow and Excel.

Vision

LEAD today. IMPACT tomorrow.

#VivaCanutillo

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)



Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



CANUTILLO A Premier District

2022-2023

District Annual Report

Canutillo Independent School District



Report Sections

- **Section 1:** Texas Academic Performance Report (TAPR)
- **Section 2:** PEIMS Financial Standard Report
- **Section 3:** District Accreditation Status
- **Section 4:** District Goals & Performance Objectives
- **Section 5:** Violent or Criminal Incidents Report
- **Section 6:** Student Performance in Postsecondary Institutions
- **Section 7:** Progress Toward House Bill 3 Board-Adopted

[District Annual Report](#)



➤ Section 1: TAPR

Canutillo 2023 Accountability Ratings

- **2023 Accountability Rating & Special Education Determination Status:**

Not Available

Currently, TAPR does not include scale scores, A-F ratings, Distinction Designations, or Special Education Determination Status. The initial release does not include the campus or District Accountability Reports. The issuance of A-F ratings under 2023 rule is pending and subject to change.



Section 1: TAPR

22-23 District Academic Performance Summary: All Grades

	English Language Arts			Mathematics			Science			Social Studies		
	District	Reg 19	State	District	Reg 19	State	District	Reg 19	State	District	Reg 19	State
Approaches Grade Level (Passing)	78%	77%	77%	79%	77%	75%	81%	79%	77%	83%	80%	78%
Meets Grade Level	53%	51%	53%	47%	44%	45%	47%	44%	45%	57%	52%	52%
Masters Grade Level	18%	17%	20%	17%	15%	19%	18%	17%	20%	26%	25%	27%



Section 1: TAPR

22-23 District Academic Performance Summary: End of Course Exams

	Algebra I			Biology			English I			English II			US History		
	District	Reg 19	State	District	Reg 19	State	District	Reg 19	State	District	Reg 19	State	District	Reg 19	State
Approaches Grade Level (Passing)	85%	85%	79%	88%	89%	88%	75%	71%	72%	68%	73%	74%	95%	95%	94%
Meets Grade Level	48%	47%	43%	49%	51%	56%	55%	47%	52%	49%	50%	54%	72%	70%	70%
Master Grade Level	23%	22%	23%	13%	14%	21%	14%	10%	13%	7%	6%	9%	35%	35%	38%



Section 1: TAPR

22-23 Bilingual/English as a Second Language Academic Performance Summary: Current EB Students

	Reading Language Arts			Mathematics			Science			Social Studies		
	District	EB/EL	BIL	District	EB/EL	BIL	District	EB/EL	BIL	District	EB/EL	BIL
Approaches Grade Level (Passing)	78%	60%	79%	79%	67%	80%	81%	74%	65%	83%	76%	*
Meets Grade Level	53%	32%	52%	47%	32%	52%	47%	33%	30%	57%	35%	*
Masters Grade Level	18%	6%	27%	19%	9%	21%	16%	5%	13%	26%	11%	*

* Masked due to small numbers to protect student confidentiality.



Section 1: TAPR

22-23 District Academic School Progress Annual Growth



Growth Rates

All Grades RLA			All Grades Mathematics			All Grades Both Subjects		
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District	Reg 19	State	District	Reg 19	State	District	Reg 19	State
61%	63%	63%	68%	66%	66%	64%	65%	64%

All Grades RLA			All Grades Mathematics			All Grades Both Subjects		
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HB 1416	37%	39%	35%	47%	49%	40%	42%	44%	38%
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Section 1: TAPR

22-23 STAAR Participation Rates

	Canutillo ISD	Region 19	State
Assessment Participation			
2023	99%	99%	99%
2022	99%	99%	99%
Students Absent			
2023	1%	1%	1%
2022	1%	1%	0%
Accelerated Testers: ACT/SAT Participation			
2023	97%	99%	93%
2022	96%	93%	89%



Section 1: TAPR: 22-23 District Graduation Profile



Graduates (Annual 2021-2022 Graduates)	District Count	District Percent	State Count	State Percent
Total Graduates:	450	100%	368, 686	100%
By Graduation type:				
Minimum HS Program	0	0%	433	0.1%
Recommended HS Program/Distinguished Achievement Program	0	0%	134	0.0%
Foundation HS Program (No Endorsement, 22 credits)	26	5.8%	51, 023	13.8%
Foundation HS Program (Endorsement, 22 credits)	28	6.2%	14, 179	3.8%
Foundation HS Program (DLA – Distinguished Level of Achievement, 26 credits plus endorsement)	396	88%	302, 917	82.2%
Special Education Graduates	27	6%	32, 447	8.8%
Economically Disadvantaged Graduates	279	62%	194, 571	52.8%
Emergent Bilingual (EB)/English Learner (EI) Graduates	76	17.8%	32,809	9.1%
At-Risk Graduates	214	50.2%	148,836	41.3%
CTE Completers	174	40.8%	99,076	27.6%

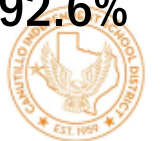


Section 1: TAPR

22-23 District Longitudinal Graduation Rates



	Canutillo	Region 19	State Percent
4-Year Longitudinal Rate (Gr 9-12)			
Class of 2022	93.4%	86.6%	89.7%
Class of 2021	94.5%	85.5%	90.0%
5 - Year Longitudinal Rate (Gr 9-12)			
Class of 2021	95.9%	90.1%	92.2%
Class of 2020	94.2%	91.2%	92.2%
6- Year Longitudinal Rate (Gr 9-12)			
Class of 2020	94.6%	91.9%	92.7%
Class of 2019	96.4%	91.6%	92.6%



Section 1: TAPR 22-23

College, Career, & Military Readiness (CCMR) Profile:

Annual Graduates Class of 2022	CISD	Reg 19	State
CCMR Met (Total Percentage)	68.9%	75.2%	70%
College Ready	46.9%	61.3%	52.9%
Met TSI Criteria in ELAR	51.8%	63.7%	57.1%
Met TSI Criteria in Math	42.7%	52.5%	48.2%
Met TSI Criteria in Both Subjects	36.9%	44.6%	42.2%
Met AP Criteria	20.9%	19.4%	20.5%
Associate Degree Completion	16%	5.5%	2.4%
Dual Course Credits in Any Subject	35.8%	30.5%	24%
Onramps Course Credits	6.2%	8.8%	4.4%
Career or Military Ready	46.7%	31.4%	33.5%
Approved Industry Based Certification (CTE)	44.4%	25.8%	28%
Completed IEP & Workforce Readiness	1.1%	1.6%	2.5%
Special Education Students earning Advanced Diploma	4%	5.9%	4.4%



Section 1: TAPR

22-23 Canutillo Teacher Incentive Allotment (TIA)



TIA Designation	Canutillo	Avg. Payout	Texas	Avg. Payout
Recognized	29	\$4905	5,474	\$5974
Exemplary	33	\$9103	4,862	\$11,898
Master	*	*	2,224	\$21,920



Section 2: PEIMS FINANCIAL REPORTING

22-23 Actual Financial Data

**2021 - 2022 Actual Financial Data
Totals for CANUTILLO ISD (071907)
Total Enrolled Membership: 6,076**

	District						State		
	General Fur	%	Per Studer	All Funds	%	Per Studer	All Funds	%	Per Studer
Instruction (Function 11,95)	\$36,035,473	52.42%	\$5,931	\$41,340,401	52.70%	\$6,804	\$36,035,016,731	55.85%	\$6,671
Instructional Resources & Media Services (Function 12)	\$771,093	1.12%	\$127	\$979,566	1.25%	\$161	\$646,159,944	1.00%	\$120
Curriculum & Staff Development (Function 13)	\$927,471	1.35%	\$153	\$2,262,101	2.88%	\$372	\$1,570,292,996	2.43%	\$291
Instructional Leadership (Function 21)	\$1,128,326	1.64%	\$186	\$1,286,384	1.64%	\$212	\$1,113,087,133	1.73%	\$206
School Leadership (Function 23)	\$4,000,550	5.82%	\$658	\$4,227,820	5.39%	\$696	\$3,715,762,954	5.76%	\$688
Guidance Counseling Services (Function 31)	\$2,247,867	3.27%	\$370	\$2,457,994	3.13%	\$405	\$2,527,496,320	3.92%	\$468
Social Work Services (Function 32)	\$217,243	0.32%	\$36	\$388,652	0.50%	\$64	\$230,790,970	0.36%	\$43
Health Services (Function 33)	\$962,821	1.40%	\$158	\$1,285,830	1.64%	\$212	\$753,509,900	1.17%	\$139
Transportation (Function 34)	\$1,652,927	2.40%	\$272	\$1,766,156	2.25%	\$291	\$1,904,677,571	2.95%	\$353
Food Services (Function 35)	\$5,239,771	7.62%	\$862	\$5,379,918	6.86%	\$885	\$3,228,715,442	5.00%	\$598
Extracurricular (Function 36)	\$1,723,551	2.51%	\$284	\$1,970,212	2.51%	\$324	\$1,918,276,966	2.97%	\$355
General Administration (Function 41,92)	\$3,579,579	5.21%	\$589	\$3,665,891	4.67%	\$603	\$2,123,586,250	3.29%	\$393
Facilities Maintenance & Operations (Function 51)	\$7,292,155	10.61%	\$1,200	\$7,530,852	9.60%	\$1,239	\$6,359,467,682	9.86%	\$1,177
Security & Monitoring Services (Function 52)	\$1,016,233	1.48%	\$167	\$1,041,149	1.33%	\$171	\$710,274,203	1.10%	\$131
Data Processing Services (Function 53)	\$1,923,108	2.80%	\$317	\$2,396,591	3.06%	\$394	\$1,330,336,046	2.06%	\$246
Community Services (Function 61)	\$22,540	0.03%	\$4	\$461,140	0.59%	\$76	\$326,634,310	0.51%	\$60
Total Operating Expenditures by Function	\$68,740,708	100.00%	\$11,313	\$78,440,657	100.00%	\$12,910	\$64,517,811,062	100.00%	\$11,943





➤ Section 3: Canutillo 2023 Accreditation status

2022 F.I.R.S.T. Rating:
**A Superior Achievement
*Accredited***

[Obtained from: TEA 22-23 Accreditation Statuses](#)

Section 4: District Performance Objectives

Canutillo ISD District Goals	Goal 1: District operations will meet Canutillo ISD need to optimize a functional, secured, & Engaging Learning Environment	Goal 2: Canutillo ISD students will show annual measurable growth in all subject areas.	Goal 3: Canutillo ISD staff & students will be highly effective & well supported to increase teacher and student performance.	Goal 4: Canutillo ISD families will be engaged in a meaningful parent partnership linked to their child's education.	Goal 5: Canutillo ISD will convey & share a positive image & culture.
Objectives:	4	5	7	4	3
Summative Evaluation:	Met Objectives	Met Objectives	Significant progress made	Significant progress made	Exceeded performance objectives
Recommendation:	Continue for next school year	Expand & enhance for next school year	Create attendance campaign with PIO	Continue for next school year	Re-design and improve campus/CISD main websites.



Section 5:

22-23 Report on Violent or Criminal Incidents on Campuses

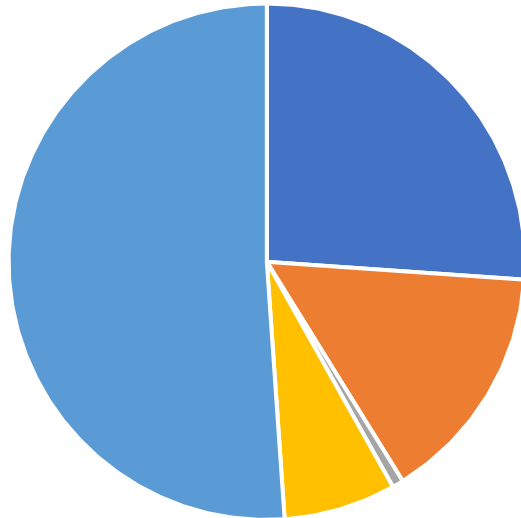
Reason Code	Description	Canutillo High School	Canutillo Middle School	Alderete Middle School
14	Used, exhibited, possessed prohibited weapon	*		
16	Arson		*	
36	Felony controlled substance violation			5
	Total Incidents:	*	*	
	Student Enrollment (Fall 2021 PEIMS Snapshot):	1642	700	595
	Incident Rate:	0.1%	0.1%	0.8%

* Masked due to small numbers to protect student confidentiality.



Section 6: Enrollment in Postsecondary Institutions

2021 Graduates: 426



- 4-Year Public University: 111
- 2-Year Public University: 63
- Independent College/University: 3
- Non-Trackable: 32
- Not-Found: 217



Section 7: 22-23 Progress on District Board-Adopted HB 3 Goals

Early Literacy		College, Career, Readiness Measures
Reading	Mathematics	CCMR
The percentage of 3 rd grade students that score meets grade level or above will increase from 34% in June 2021, to 70% by June 2027.	The percentage of 3 rd grade students that score meets grade level or above will increase from 22% in June 2021, to 70% by June 2027.	The percentage of graduates that earn a CCMR indicator will increase from 58% in 2021, to 88% by June 2027.
2022- 2023: 54%	2022-2023: 55%	2022-2023: 68.9%



Thank you

This presentation
is now open for
public discussion

For questions or more information, contact:

Jessica Harrison

Canutillo Testing, Research, & Accountability Administrator

915-877-7434

jharrison@canutillo-isd.org



2024-25 Budget Update

Canutillo Independent School District

Current Financial Outlook

- \$7.8 million (projected deficit for 2024-25 fiscal year)
- Factors Impacting Budget:
 - 17% Student Enrollment Decline
 - 17% Inflation
 - ESSER Cliff
 - Texas Legislative Inaction
 - Insurance Premiums
 - Employee Salary Increases

Path Ahead

- District facing critical fiscal decisions that will impact teaching and learning
- Enrollment loss projected to impact budget by \$27 million by 2028.
- ESSER end projected to impact budget by \$12 million in 2024-25 school year.
- Texas Legislative inaction left \$13.6 billion in public education proposals during the 88th Legislature (2023).

Canutillo is not alone

Education

Central Texas school districts face budget deficits after Legislature does not increase key funding

EDUCATION NEWS

Spring Branch ISD to cut 215 positions amid \$35 million budget deficit

It's a pattern seen among nearly all Houston-area school districts burdened by major budget shortfalls, which leaders have attributed to state lawmakers who failed to pass public school funding packages that would've increased the state's monetary dedication to Texas school districts.

Wave of Layoffs Hitting Public Schools in State with \$32.7 Billion Surplus

Publish Date: February 22, 2024 4:55 pm
Author: Texas AFT

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TEXAS SCHOOL DISTRICTS MAKING CUTS AFTER STATE FAILS TO PASS FUNDING INCREASE

FORT WORTH ISD

Fort Worth ISD weighing potential campus closures as thousands of students have departed district

Data showed FWISD enrollment has dropped 16% since 2013, while Fort Worth's population has grown by 21%

History of Fiscal Responsibility

-  Superior Achievement in FIRST Report – Grade A
-  History of Balanced Budgets
-  Award of Excellence in Financial Management from TASBO
-  Certificate of Excellence in Financial Reporting from ASBO
-  International
Certificate of Achievement for Excellence in Financial Reporting from GFOA
-  Transparency Star in Traditional Finances from Comptroller of Public Accounts
-  Credit Rating Upgrade

Potential Consequences

- Depletion of Fund Balance
- Fiscal insolvency
- State Management due to Financial Instability

Actions Taken by Administration

- Cut Central Office Budgets
- Frozen Unnecessary Spending for 2023-24 school year
- Halted Non-Essential Hires for 2023-24 school year.
- Cut 13 Central Office Positions (12 more expected)

- Board of Trustees on Feb. 27:
 - Postponed Approval of All Employee Contracts for 2024-25 school year.
 - Delayed Decision on Proposed Consolidation of Davenport & Childress Elementary Schools

Historical Enrollment/ADA

- (1) ADA is projected at 94% of enrollment and using the October 2023 snapshot
- (2) 2025 enrollment is based on the 2024 rollover for grades K-12 and prior years enrollment for grades EE-PK and 94% attendance rate

FY 2025 General Fund Projections

	Estimated Adopted Budget
Revenues Over Expenditures	
Revenues (Est 2.2.2024)	\$ 61,764,028
Expenditures	<u>(69,418,197)</u>
Projected FY25 Deficit	\$ <u>(7,654,169)</u>
Changes from FY24 Adopted to FY25 Projected Adopted Budget	
State Funding Decrease	\$ 2,439,869
Maintenance Tax Note Payment	1,154,300
Board Election Costs	70,000
Bus	120,000
C&I Software Renewal Increases	70,000
Property Insurance Increase	400,000
Marketing	250,000
Student TASB Travel	100,000
Restore Athletics and School of Music FY24 Budget Cuts	<u>50,000</u>
	<u>4,654,169</u>
FY24 Adopted Budget	\$ <u>(3,000,000)</u>

FY 2025 Fund Balance Projections

	Estimated FY24	Estimated FY25
Revenues Over Expenditures		
Revenues	\$ 63,996,307	\$ 61,764,028
Expenditures & Other Uses	(70,841,845)	(69,418,197)
Revenues Over Expenditures (Deficit)	(6,845,538)	(7,654,169)
Fund Balance		
Beginning Fund Balance	16,947,660	10,102,122
Ending Fund Balance	10,102,122	2,447,953
Assigned Fund Balance (Technology Refresh)	(1,390,000)	(2,140,000)
Ending Unassigned Fund Balance	\$ 8,712,122	\$ 307,953
1 Day of Operations	\$ 199,128	\$ 190,187
Optimum Unassigned Fund Balance (90 Days)	\$ 17,921,551	\$ 17,116,816
Days of Fund Balance	33 44	2

Commitment to Fiscal Responsibility

- Community Engagement in Budget Development
 - Survey of Stakeholders
 - 2024-25 Budget Website
 - Community Meetings

Next Steps

- Prioritize Essential Expenditures
- Identify Options for Supplemental Programs
 - What programs are mandatory? What programs are luxuries?
- Identify options for Personnel Enrichment/Professional Development
- Continue study into school closures and grade configuration at existing campuses.

Questions

1. **GENERAL FUNCTIONS-OTHER**

1.A. Call to Order

Meeting was called to order at **6:05 PM**

1.B. Pledge of Allegiance

JDE Student Jacob larrea

1.C. Texas Pledge of Allegiance

JDE Student Jacob larrea

1.D. Roll Call

Trustees Present: Barnes, Mendoza, Simental, Trout, Zuniga

Trustee Absent: Ms. Borrego

Trustee coming in late due to weather: Mr. Rodriguez arrival time 6:24 PM

1.E. CISD Vision and Mission Statements

Mission Read by Mr. Simental, Vision Read by Mrs. Zuniga

2. **BOARD HONORS**

2.A. Recognition of Jose Damian Elementary School for Earning the Purple Star

Designation for Service to Military-Connected Families from the Texas Education Agency.

Mr. Gustavo Reveles introduced the military families from JDE

3. **Lone Star Governance**

Dr. Galaviz mentioned that 6 board members attended the LSG training last week

Dr Kerney mentioned that there is updates coming for the LSG Calendar.

More information coming on a Thursday packet.

Mrs. Harrison will present TAPR report at a later date (January).

Mr. Rodriguez mentioned that he would like to have an LSG workshop to talk about student outcomes.

Dr. Galaviz mentioned that student outcomes need to be addressed during school board meetings.

Measure time spent per board agenda items.

4. **OPEN FORUM-OTHER**

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

Each participant will be limited to THREE MINUTES to make comments to the

Board.

The Board is NOT permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

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

Jhon Joyner – Tax Rate

Mr. Joyner she mentioned that he believes that Canutillo has a top down ideas. He would like to see if community members can be more involved in school board. He mentioned that he also wants consent agenda to be open for discussion.

He wants to mentioned that he prays for the school board to have sense of direction. He wants the board to consider the community members opinions and do what is right for the students. He wants to consider putting an item for bi-literay program. (teaching students English and Spanish

Raquel Burton – Proposed Tax Rate Item 6.B She mentioned that she would like to know more information. She wants to know what additional funds would go to. She wnts to know why is another bond being proposed if distrit is in debt. She mentioned that information needs to be brought up to the community members

Sonia Fraire - 6.B. Resolution Tax Rate – She wants to know what it entails. She wants more clear information for the community and tax payers. She wants to know what and how the funds will be spend and wants no action to be taken until community is informed. She mentioned that she wants the board to consider the debt and bonds.

She mentioned that she wants to also address the board In regards to project vida. She mentioned that she opposes project vida. She wants to mention that LGBT cuticulum is adresse.

Jesus Ramirez - Regarding School violence. Mr. Ramirez mentioned that he is concerned about school violence rising at the high school. He wants the school board to look into this incident who have been rising since last year. He mentioned that there is violent student who need to be arrested. He wants the board to address fights. He mentioned students are punished as bystanders and get same punishments as agressors. He mentioned that he has complained about it ab

Graciela Gonzalez - Regarding rise in violence. She wants to mention and address the lack of security. She mentioned she saw videos online and no security precense was at CHS. She mentioned that coach brooks was seen in the videos. She wants to mention that the students are bringing in knives to school. She wants to know what is the ratio of security personel to students. She mentioned that students lack respect. She mentioned

that she thinks the situation is going to escalate. She mentioned that she is concerned that Mrs. Marrufo was not involved in the incidents. She mentioned that Mrs. Marrufo was absent or not visible. She doesn't want students to receive

Joel Torres - Student Safety

Mr. torres mentioned that he believes that parental concern have not been addressed. He is reluctant about sending students to schools due to incidents. He mentioned that security was not responsive until a staff member got injured. He also stated that previous student concern was expressed and administration failed to act. He mentioned that things escalated due to lack of staff interaction. He mentioned that students brought gun to the bonfire. He mentioned that his student was low on glucose. He wants to know what actions are taken to ensure this does not happen again .

Brandi Williams – School violence at CHS

Mrs. Williams mentioned that gang violence at CHS is beyond control. She mentioned that there is active threats on social media and school has done nothing. She mentioned that there is videos and calls were made due to all the fights during 9-25-23. She mentioned that student athletes are being targeted at games, food venues and other school events. She mentioned that she believes that things need to be done beeter for the students. She believes that gang members are taken over at school outside her house in the streets and at the local park.

Gustavo Ayala and Paris Gastelum

They would like to speak about the fights from a student perspective. He mentioned that underclassmen (freshmen and sophmores) are setting up fights with each other as a challenge. They mentioned that faculty and staff are getting injured due to this. He mentioned that fights are happening during the full school day. They feel like upper classmen are afraid of activities being taken away due to fights.

Ms. Gastelum mentioned that things need to be address with underclassmen so they are better prepared by the time students get to high school. They would like better security

5. CONSENT AGENDA-VOTING

5.A. Approval of 2023-2024 Memorandum of Understanding between Canutillo ISD and ESC Region 19Texas Student Data Systems (TSDS) Support Cooperative

5.B. BUSINESS SERVICES

5.B.1. Approval of the Budget Amendments

5.B.1.a. Budget Amendments August 2023

5.B.2. Approval of the Meeting Minutes

5.B.2.a. Approval of the July 24 Special Board Meeting

- 5.B.3. Approval of the Monthly Donations
 - 5.B.3.a. Donations Report August 2023
- 5.B.4. Recommendation to approve list of items identified as surplus/salvage for Auction Sales to be held at Canutillo Middle School (Surplus Warehouse) - Location: 7311 Bosque Rd. 79835 on October 11, 2023.
- 5.B.5. Approval of the Quarterly Investment Report and Year End Comprehensive Investment Report for June 30, 2023
- 5.B.6. Approval of an order authorizing the defeasance and calling for redemption of certain currently outstanding debt obligations of the District; directing that authorized District officials effectuate the redemption of such obligations; authorizing the execution of an escrow agreement; and resolving other matters in connection therewith.
Mr. Arnold Cantu and Mr. Angel Magallanes addressed the board of trustees. They explained how the district can pay debt early (Early payment of bonds)

The financial advisors mentioned that the debt service found only goes to pay out bond funds. The recommendation is for administration to make the extra payment.

Mrs. Trout motioned for approval, Mrs. Barnes Second, motion passes under unanimous consent.

- 5.B.7. Non Approval regarding the Request for Qualifications 2023-12 Facilities Master Plan, issued for Professional Services to update the CISD Facilities Master Plan.
- 5.C. *CURRICULUM AND INSTRUCTION*
 - 5.C.1. Approval of Tuition Waivers for the 2023-2024 School Year and Transfer Update
- 5.D. *HUMAN RESOURCES*
 - 5.D.1. Approval of local CTE position under a Board approved School District Teaching Permit (“SDTP”) pursuant to local innovation plan.
 - 5.D.2. Approval of Revisions to Policy BED local, Public Participation in Board meetings.
Mrs. Barnes mentioned that there is no other way for community members other means to address the board.

Mr. Rodriguez mentioned that he would like to see how other districts address community wanting to speak to the board. And

Mr Rodriguez would like to table the item

Mrs. Trout wants to know what other means of communication are there available. She wants to know if phone calls, emails or what other ways the community can communicate with he board.

Mr. Rodriguez mentioned that there is the grievance procedures and the hotline fot community members to handle their concerns.

No action taken.

6. PUBLIC HEARING

6.A. A public hearing will be held regarding the 2023-2024 Property Tax Rate. The public is invited to attend and provide public comment.

Mrs. Pulley presented the Tax Rate PP Presentation to the board.

Mrs. Barnes asked a question in regards to potential savings.

Mr. Joiner asked if the money can be used for other purposes or investments.

Mr Rodriguez would like to go with administration recommendation is to ask for the additional 44 cents.

6.B. Approval of Resolution Which Officially Levies the Tax Rate for the FY2024 School Year

Mr. Rodriguez motioned to go with administration recommendation, second by Mrs. trout. Motion passes under unanimous consent.

7. BOARD OF TRUSTEE BUSINESS

7.A. Discussion and Possible Action Regarding the Health Care Plan Beginning on January 1, 2024.

Mrs. Carrasco addressed the board to mention that their recommendations were taking into consideration

Mr. Magraw mentioned that other vendors and plans were explored.

Mr. Magraw mentioned that there has been updates from different vendors as well as TRS. TRS is requesting a decision be made to be able to provide updated rates for CISD.

Mrs. Carrasco mentioned that concerns have been considered when talking about how employee options affect the plan.

Dr. Reyes mentioned that there is a clinic MOU by Project Vida.

Motion by Mr. Rodriguez, to go back and develop and RFP parallel to CISD providing TRs information needed. Mrs. Trout Second the motion. Motion passes under unanimous consent.

8. **ADJOURNMENT**

The meeting was adjourned at **8:37PM** under unanimous consent.

Presented to the Board of Trustees for approval on **March 26, 2024**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. **GENERAL FUNCTIONS-OTHER**

1.A. Call to Order

The meeting was called to order at **6:00 p.m.** by Board President Mendoza.

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

1.D. Roll Call

Trustees Present: Barnes, Mendoza, Rodriguez, Simental, Zuniga

Trustees Borrego and Trout informed President Mendoza they would not be able to attend.

Student Advisors: Gustavo Ayala

1.E. CISD Vision and Mission Statements

The Vision and Mission statements were read aloud by Trustee **Barnes** and Trustee **Borrego**

2. **BOARD HONORS**

2.A. Recognition of Canutillo High School Cross Country Team Member Nevaeh Escobedo for Qualifying to the Regional Cross Country Meet in Lubbock.

2.B. Recognition of Canutillo High School students Michelle DeMoss, David Gonzalez, Tobias Palmer and Angel Rodriguez for being selected to serve on the Texas 16th Congressional District's Youth Advisory Council.

2.C. Recognition of Canutillo High School student April Ruiz for earning Top 10 placement in the 2023 Biomedical Engineering Society's High School Science Poster Competition in Seattle, Washington.

3. **OPEN**

FORUM-OTHER

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

Each participant will be limited to THREE MINUTES to make comments to the Board.

The Board is NOT permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting. For further information on those policies, contact the Superintendent's Administrative Assistant.

Ryan Romero a student at Canutillo High School addressed the board regarding the fights that occurred September 28th and 29th. Mr. Romero stated that he was not allowed to attend school on the 29th due to his parent's concern about safety. Mr. Romero also stated that he would also like the board to consider excusing more than 400 student absences that day due to the fights. Mr. Romero also stated he was displeased the way the situation was handled by Canutillo High School administration especially having no communication with students.

Valentina Carrillo a student at Canutillo High School and Vice President of FCCLA addressed the board with information regarding what FCCLA does and what opportunities and skills it brings to its members.

4. BOARD OF TRUSTEE BUSINESS

4.A. Lonestar Governance Goals 1 & 2

Mrs. Laura Schenk and Mrs. Jesica Arellano addressed the board with last year's test scores and compared them with this current year's test scores for different grade levels and programs.

Trustee Barnes had questions regarding how the 21st Century tutors helped students during the afterschool programs.

Trustee Barnes also had questions regarding what type of interventions tutors used for math. Trustee Barnes stated she would like to know if last years test scores and this year's test scores were cohesive with how the students scored on the STAAR tests.

Trustee Barnes asked which students are being focused on for these types of programs.

President Mendoza had a question regarding the student to tutor ration in the programs. President Mendoza wanted to know how many students are in the afterschool programs.

4.B. Discussion Regarding Important Dates for Trustees

December 6, 2023, Bond Workshop
Bond Workshop meeting January 10, 2024, with committee
February 13, 2024, Special Board Meeting
Dr. Galaviz will meet with trustees to discuss information.

5. PUBLIC HEARING

5.A. A Public Hearing Will Be Held Regarding the Canutillo ISD's Financial Integrity Rating System of Texas (FIRST). The Public is Invited to Attend and Provide Public Comment.

Mrs. Pulley addressed the Board regarding the Financial Integrity Rating System of Texas. Board President Mendoza mentioned they were aware the district would not be receiving the full 10 points in some areas.

Trustee Barnes asked why some indicators were not being evaluated.

Trustee Barnes asked if the district could be affected for next year's rating.

5.B. Approval of the Canutillo ISD's Financial Integrity Rating System of Texas (FIRST)

6. CONSENT AGENDA-VOTING

6.A. BUSINESS SERVICES

- 6.A.1. Approval of the Monthly Donations
 - 6.A.1.a. Board Acceptance of September 2023 Donations Report
- 6.A.2. Approval of the Budget Amendments

6.A.2.a. Budget Amendments September 2023

6.B. CURRICULUM AND INSTRUCTION

- 6.B.1. Approval of Memorandum of Understanding between UT Austin and Canutillo ISD - Precision Math Interventions for first-grade students
- 6.B.2. Approval of Memorandum of Understanding between UT Austin and Canutillo ISD - ROOTS- A Systematic Replication of a Tier 2 Kindergarten Mathematics Intervention
- 6.B.3. 2023-2024 District/Campus Improvement Plans

It was motioned by Trustee Simental and seconded by Trustee Zuniga ad unanimously passed to approve consent agenda as presented.

Board President Mendoza wanted to go on record that Vice President Rodriguez stepped away at 6:20 pm therefore did not vote on any of the items.

7. ADJOURNMENT

The meeting was adjourned at **7:06 p.m.** under unanimous consent.

Presented to the Board of Trustees for approval on **March 26, 2024.** The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. **GENERAL FUNCTIONS-OTHER**

1.A. Call to Order

The meeting was called to order at **6:02 p.m.** by Board President Mendoza

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

1.D. Roll Call

Present Trustees: Barnes, Borrego, Mendoza, Rodriguez, Simental, Trout, Zuniga

Student Advisors: Gstavo Ayala, Paris Gastelum

1.E. CISD Vision and Mission Statements

The Vision and Mission statements were read aloud by Trustee **Trout** and Trustee **Zuniga** respectively.

2. **BOARD HONORS**

2.A. Recognition of Canutillo High School and Northwest Early College High School seniors selected as QuestBridge Scholarship finalists.

At this time Trustee Barnes excused herself from the meeting. Time was **6:22 p.m.**

3. **OPEN FORUM-OTHER**

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

Each participant will be limited to THREE MINUTES to make comments to the Board. The Board is NOT permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting. For further information on those policies, contact the Superintendent's Administrative Assistant.

Ms. Erica Raymond addressed the Board regarding the Alderete Middle School athletic field to be named the Claudia Martinez Garcia Memorial Stadium.

Ms. Brises Garcia addressed the Board regarding the Alderete Middle School athletic field to be named the Claudia Martinez Garcia Memorial Stadium.

4. **BOARD OF TRUSTEE BUSINESS**

4.A. Lonestar Governance Goal 3

It was motioned by Board President Rodriguez and seconded by Trustee Trout to table this item. Trustees: Borrego, Rodriguez, Simental, Trout, Zuniga voted Yes. Therefore, the motion passed unanimously.

4.B. Discussion and Possible Action to Elect Officers for the Canutillo ISD Board of

Trustees

It was motioned by Trustee Barnes and seconded by Trustee Trout to elect Trustee Trout as Board President. Trustees Borrego, Mendoza, Rodriguez, Simental and Zuniga voted No. Trustees Barnes and Trout voted Yes. Therefore, the motion did not pass.

It was motioned by Trustee Trout and seconded by Trustee Barnes to elect Trustee Barnes as Board President. Trustees Borrego, Mendoza, Rodriguez, Simental, and Zuniga voted No. Trustee Barnes and Trout voted Yes. Therefore, the motion did not pass.

It was motioned by Trustee Simental and seconded by Trustee Trout to elect Trustee Rodriguez as Board President. Trustees Borrego, Mendoza, Rodriguez, Simental, Trout and Zuniga voted Yes. Trustee Barnes voted No. Therefore, motion passes to elect Trustee Rodriguez as board President.

It was motioned by Trustee Mendoza and seconded by Trustee Zuniga to elect Trustee Borrego as Vice President. Trustees Barnes, Borrego, Mendoza, Rodriguez, Simental and Zuniga voted Yes. Trustee Trout voted No. Therefore, the motion passes to elect Trustee Borrego as Vice President.

It was motioned by Trustee Mendoza and seconded by Trustee Simental to elect Trustee Zuniga as Secretary. Trustees Borrego, Mendoza, Rodriguez, Simental and Zuniga voted Yes. Trustees Barnes and Trout voted No. Therefore, motion passes to elect Trustee Zuniga as Secretary.

At this time Trustee Mendoza excused herself from the meeting. **Time 6:12 p.m.**

Trustee Trout wanted it stated for the record she believes it's time for a change on the board. But felt it was too late since the board had already voted. Trustee Trout stated she has been in the same position for over 5 years and has served on the board for 8. During that time, she has not been given the opportunity to serve in another position for whatever reason. Trustee Trout feels it's the same people voting for officers to keep control of the board. She feels it's time for other board members to have the opportunity to serve as officers of the board for change to happen.

4.C. Discussion and Possible Action Regarding the Canutillo ISD Health Plan

Martha Carrasco and Randy McGraw addressed the Board with updates for the district health plan regarding TRS and the current health plan.

It was motioned by Trustee Trout and Seconded by Trustee Borrego to accept the recommendation by administration for the alternative plan which is the basic plan CDHP and passed unanimously with five affirmative votes.

4.D. FACTS Coalition Update

Steve Blanco addressed the board with updates regarding the FACTS coalition.

4.E. Resolution of the Board of Trustees of the Canutillo Independent School District opposing the voucher system in Texas

It was motioned by Trustee Simental and seconded by Trustee Trout to pass a resolution opposing the voucher system in Texas. The motion passed unanimously.

5. CONSENT AGENDA-VOTING

5.A. BUSINESS SERVICES

5.A.1. Approval of the Meeting Minutes

5.A.1.a. Approval of the August 22 2023 RBM Minutes

5.A.2. Approval of the Monthly Financials

5.A.3. Approval of the Monthly Donations

5.A.3.a. Board Acceptance of October 2023 Donations Report

5.A.4. Approval of the Budget Amendments

5.A.4.a. Approval of the Budget Amendments for the Month of October

5.B. Acceptance of the Annual Comprehensive Financial Report for the Year Ended June 30, 2023

5.C. CURRICULUM AND INSTRUCTION

5.D. Academic Languages Services Report on Emergent Bilingual Students, Student Performance and Bilingual/ESL Exceptions

It was motioned by trustee Trout and seconded by Trustee Zuniga and unanimously passed to approve consent agenda as presented.

6. ADJOURNMENT

The meeting was adjourned at **7:01p.m.** with unanimous consent.

Presented to the Board of Trustees for approval on **March 26, 2024.** The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. **GENERAL FUNCTIONS-OTHER**

1.A. Call to Order

The meeting was called to order at **6:01 p.m.** by Board President Rodriguez.

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

1.D. Roll Call

Trustees Present: Barnes, Borrego, Mendoza, Rodriguez, Simental, Trout, Zuniga
Student Advisors: Gustavo Ayala, Paris Gastelum

1.E. CISD Vision and Mission Statements

The Vision and Mission statements were read aloud by Trustee **Barnes** and Trustee **Borrego** respectively.

2. **BOARD HONORS**

2.A. Canutillo High School Varsity Football Team for reaching the Area Championship Round of the 5A Texas UIL Football Playoffs.

2.B. Reyes Elementary School for being named a 2024 U.S. News & World Report Best Elementary Schools in America.

3. **OPEN FORUM-OTHER**

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

Each participant will be limited to THREE MINUTES to make comments to the Board.

The Board is NOT permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting. For further information on those policies, contact the Superintendent's Administrative Assistant.

No community members signed up for tonight's meeting.

4. **BOARD OF TRUSTEE BUSINESS**

4.A. Discussion and Possible Action to Select Financial Advisor Firm for District
Martha Piekarski addressed the Board regarding selecting Mr. Rudy Mejia from Select Financial Advisor Firm as the new financial firm for the district.

Trustee Mendoza motioned to select Mr. Rudy Mejia and his firm Trustee Trout seconded. Motion passed unanimously with seven affirmative votes.

4.B. Discussion and Possible Action to Move the District Calendar to a 2-Year Cycle

Trustee Trout motioned to approve the two-year ⁴⁹calendar cycle Trustee Simental seconded. The motion passed unanimously with seven affirmative votes.

Trustee Borrego stated she is very excited for the two-year calendar cycle the district has adopted and feels it will benefit the district employees and parents.

5. CONSENT AGENDA-VOTING

5.A. BUSINESS SERVICES

5.A.1. Approval of the Budget Amendments

5.A.1.a. Approval of Budget Amendments for the Month of November 2023

5.A.2. Approval of the Monthly Financials

5.A.2.a. Approval of the Monthly Financials - October 2023

5.A.3. Approval of the Monthly Donations

5.A.3.a. Acceptance of November 2023 Donations Report

5.A.4. Approval of Investment Report for the Quarter Ended September 30, 2023

5.B. HUMAN RESOURCES

5.B.1. 2024-2025 Academic Calendars

Trustee Trout motioned and Trustee Borrego seconded to approve the consent agenda as presented. Motion passed unanimously with seven affirmative votes.

6. EXECUTIVE SESSION

To Consult with Attorney Under Sections 551.071 and 551.074 of the Texas Government Code:

6.A. Discussion Regarding Administration's Recommendation for Jose H. Damian School Principal

The meeting was adjourned into Executive Session at **6:22p.m.**

7. NEW BUSINESS (continued); OTHER

The meeting reconvened into open session at **6:35 p.m.**

7.A. Discussion and Possible Action Regarding Administration's Recommendation for Jose H. Damian School Principal.

Trustee Trout motioned and Trustee Barnes seconded to approve the administration recommendation to appoint Maria Castillo as principal for Jose H. Damian Elementary. Motion passed unanimously with seven affirmative votes.

8. ADJOURNMENT

The meeting was adjourned at **6:37 p.m.** with unanimous consent.

Presented to the Board of Trustees for approval on **March 26, 2024**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: March 26, 2024

Subject/Title for Agenda Posting: Board Acceptance of the February 2024 Donations Report

Justification Statement: Presentation for your review and acceptance of the February 2024 Donations Report.

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

Staff Responsible: Cristina Pulley
Signature of Requester(s)
Cristina Pulley Cristina Pulley
Signature of Presenter(s)
Elizabeth B. Sida 2/9/2024
Business Services Approval (Initials) *Date*

Agenda Summary:

The Financial Services Department presents the following donations report for donations reported to Finance in February, 2024.

RECOMMENDATION: Administration recommends that the Board accept the February 2024 Donations Report as presented.

PRIOR BOARD ACTION: Yes AWARDED: N/A AWARDED AMOUNT: N/A
2/27/2024

AMOUNT(S): \$10,814.31

ACCOUNT NO(S):
N/A

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

REQUESTING DEPARTMENT:
N/A

CONSEQUENCES OF NON-APPROVAL:
N/A

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): February 2024 Donations Report



Canutillo ISD Donations Report February 2024

This report includes ALL donation reported to Finance in February, 2024

Date	Donor Name	Address		Donation	Campus/Department	Purpose of Donation	Value
2/1/2024	Irma's Design			Valentines Day Appreciation Incentives	Jose Damian Elementary	Teacher Appreciation	\$82.00
2/2/2024	Rubi Checo	6613 La Puesta	El Paso, Tx 79932	Cash	Canutillo High School Dance	Uniforms, supplies, equipment, costumes, eoy events, camp, travel	\$150.00
2/2/2024	Aleeyah Galaviz	365 La Puesta	El Paso, Tx 79932	Cash	Canutillo High School Dance	Uniforms, supplies, equipment, costumes, eoy events, camp, travel	\$147.00
2/2/2024	Isabel Contreras	640 Juan Munoz	El Paso, Tx 79932	Cash	Canutillo High School Dance	Uniforms, supplies, equipment, costumes, eoy events, camp, travel	\$150.00
2/9/2024	Sam's Club	7970 N. Mesa St	El Paso, Tx 79932	Gift Card / 24 Count Valentine Candy	Bill Childress Elementary	To purchase items for fundraiser	\$110.98
2/12/2024	Red Hawks PTO			Kindness Dance	Reyes Elementary	Teacher & Staff appreciation events incentives through the school year.	\$1,672.00
2/16/2024				Donation for snack sales during parent teacher conference	Jose Damian Elementary	For teacher appreciation week	\$83.50
2/21/2024	Hot Shots	3470 Lee Trevino Blvd	El Paso, Tx 79936	Hot Shot Check	Deanna Davenport Elementary	To purchase incentives for students and teachers	\$160.00
2/22/2024	Sarkar Tactical	8936 Gateway Blvd. East Suite C	El Paso, Tx 79907	Fobus Elite Holster, Fobus Elite Mag Holster, Crytec Holster, Tactical Taylor Sling, Advanced Tactical Bag, Duty Belt (Tan)	CTE	Benefit Law Enforcement Program of Study at Canutillo High School	\$8,258.83
	There were no On-Line Donations received February 2024						
						DONATIONS TOTAL	\$ 10,814.31

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





FINANCIAL SERVICES

CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Executive Director for Financial Services

DATE: March 5, 2024

SUBJECT: Budget Amendments for February 2024

Budget Amendments submitted are summarized below for your review and consideration.

Administrative Cost Ratio Formula:

$$\frac{21 \text{ Instructional Leadership} + 41 \text{ General Administration}}{11 \text{ Instruction} + 12 \text{ Instructional Resources/Media Services} + 13 \text{ Curriculum/Staff Development} + 31 \text{ Guidance/Counseling Services}}$$

BC #345282 - This budget amendment will reallocate funds to complete the ongoing CAPS (Canutillo Academy of Public Service) Building Project. This budget amendment will have a negative impact on the administrative cost ratio by reducing instructional costs.

Budget Account Number		Current Budget	Change	Amended Budget
199.11.6399.00.917.22	General Supplies	\$ 55,243	\$ (11,212)	\$ 44,031
199.11.6499.00.917.22	Miscellaneous Operating Expenses	\$ 29,180	\$ (2,788)	\$ 26,392
199.81.6629.00.917.22	Building Purchase/Construction/Improvement	\$ 49,928	\$ 14,000	\$ 63,928

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

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

P: (915) 877-7516
F: (915) 877-7524
canutillo-isd.org

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





SPECIAL EDUCATION SERVICES

CANUTILLO A Premier District

To: Canutillo Board of Trustees and Superintendent Galaviz
From: Elvia Moreno, Special Education Director
Brenda Matamoros, Transition Specialist
Date: March 19, 2024
RE: Letter of Agreement with Goodwill Industries for Special Education Students Aged 18 Plus.

We are pleased to present this executive summary to the Board of Trustees outlining the proposed letter of agreement between our organization and Goodwill Industries. This agreement aims to provide opportunities for special education students aged 18 plus to participate in vocational training and employment programs offered by Goodwill Industries which is at no cost to the district. Canutillo is committed to the holistic development of our students, we recognize the importance of providing transitional support for special education students as they reach the age of 18 and prepare to enter adulthood.

Through this letter of this agreement, our institution seeks to establish a partnership with Goodwill industries to facilitate the seamless transition of our special education students into vocational training and employment programs. The key objectives of this agreement is as follows:

1. To provide our special education students with access to specialized vocational training programs offered by Goodwill Industries.
2. To create pathways for employment opportunities and on-the-job training for our students within the framework of Goodwill industries initiatives.
3. To collaborate on the development of individualized transition plans that address the unique needs and goals of each student.
4. Maximum number of students that would participate are 10 that meet a set of criteria to ensure success.

Benefits of the proposed partnership with Goodwill Industries offers several benefits including:

1. Access to high-quality vocational training and skill-building programs tailored to their individual abilities and interests.
2. Opportunities to gain hands-on work experience and develop essential job skills in a supportive and inclusive environment.
3. Enhanced prospects for meaningful employment and increased independence as they transition into adulthood.

We recommend that the Board of Trustees approve the letter of agreement with Goodwill Industries, recognizing the potential for this partnership to significantly impact the lives of our special education students as they prepare for life beyond our educational institution. We appreciate your consideration of this important initiative and look forward to your support in moving this partnership forward.

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

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

Attached are the following items and ask the Board of Trustees for approval:

- Letter of Agreement.
- Goodwill Industries informational slides.

P: (915) 877-7450
F: (915) 877-7529
canutillo-isd.org

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

Canutillo Independent School District
AND
GOODWILL INDUSTRIES OF EL PASO

MEMORANDUM OF UNDERSTANDING (MOU)
2024-2025 School Year

This is an agreement between Canutillo Independent School District and GOODWILL Industries of El Paso, Inc., a local agency and employer. A collaboration/partnership with GOODWILL Industries will help to provide students with developmental disabilities with an education and training that emphasizes effective transition services to promote successful post-school employment and education. Training will be designed to meet the unique needs of students with disabilities to prepare them for further education, employment, and independent living as well as continued focus on life skills, self-knowledge, and work ethic.

PURPOSE

The purpose of this agreement is to create and maintain a high school-based Goodwill Retail Training Site and Transition Program at the Canutillo High School for students with developmental disabilities. The Canutillo Independent School District and Goodwill Industries of El Paso, Inc. will promote and assist students accepted into the program with the acquisition of jobs as they complete their student internships with Goodwill Industries of El Paso, Inc. In addition, this MOU is established to promote and sustain a positive and proactive partnership which honors mutual respect and accountability for all parties involved in a student's training program.

PARTICIPANTS

Participants in the Goodwill Industries program includes students in the age range of 18-21 who have developmental disabilities and are enrolled in Special Education Transition to supported work program, training and have post-secondary goals.

RESPONSIBILITIES OF GOODWILL

- Goodwill will take the lead role in retail training of students from Canutillo High School at the Goodwill job site.
- Director of Mission Services/Goodwill Industries Instructor will determine if a student meets the entry criteria after attending the New Student Observation.
- Goodwill will provide job site project supervisor (instructor) and provide Canutillo ISD with attendance records and progress reports related to student training at the Canutillo High School job site.
- Goodwill will provide contents of store to include necessary fixtures in line with their other retail locations, goods for sale, cash register, and signage.
- Goodwill will provide access to hiring opportunities if a student trainee is appropriate for an internal job opening.
- Goodwill will provide the program with ongoing feedback to evaluate program progress, and continuously work toward improvement.
- Goodwill will require all staff participating in this program who have direct contact with Canutillo ISD students to have completed an appropriate independent criminal background check.
- Goodwill will, upon request of the District, provide proof of workers' compensation and general liability insurance (with limits of at least \$1,000,000 per occurrence and

\$3,000,000 annual aggregate) for all work performed by Goodwill under this agreement.

RESPONSIBILITIES OF THE DISTRICT

District will provide site for the setup of a high school-based Goodwill retail store. (White boards/chalk boards, chairs, locked cabinet for business and student files, basic classroom supplies, internet connectivity, and telephone), and install accessibility ramp.

- District will provide the Goodwill employees and customers designated parking spaces, in addition to parking permits and I.D.'s, if necessary.
- Goodwill employees shall not, at any time, be considered employees of the District. The District shall have no obligation to provide insurance or benefits of any kind to Goodwill employees.
- District will act as the liaison between Canutillo ISD, Goodwill, and student trainees assigned to the Canutillo High School job site, and their families.
- District will provide onsite access to a special education transition instructor and job coach to ensure the success of the ISD/Goodwill Partnership and Program, in addition to helping monitor student progress and coordinating the day-to-day operations of the school-based Goodwill retail store.
- District will participate in meetings with Goodwill Industries of El Paso, Inc. to discuss, evaluate and improve student and program outcomes.
- District will develop program entry criteria and guidelines and identify, recruit, and select student program participants.
- Canutillo will promote Districts/Goodwill Partnership and program within the district and community.
- This MOU will be reviewed and/or renewed annually with the participation of both parties.

GENERAL TERMS AND CONDITIONS

- Either party may terminate this MOU upon 30-days written notice to the other party, with or without cause.
- The term of this MOU shall commence upon execution by the parties and shall remain in effect for the 2024-25 school year and shall automatically be extended on a year-to-year-basis, not to exceed three (3) one (1) year renewals.
- No guarantees of acceptance or continuation in the program are given, intended, or implied. Such agreements must be documented.
- The students participating in the program will not be considered employees or agents of Goodwill or Canutillo Independent School District for any purpose. The sole purpose of this program is to provide educational opportunities as part of the District's curriculum and instruction for students participating in the program.
- Days and hours will be agreed upon by Goodwill Industries and the Transition Coordinator and will not exceed the normal academic schedule.
- All students participating in the Training Program will be considered in a classroom vocational/transition program and therefore will not be employees. No Remuneration is requested. Parents and students have signed a document stating they are aware of the training nature of this activity.
- Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.
- It is specifically understood and agreed that nothing contained in this Agreement will be construed as an express or implied waiver by Canutillo ISD of its governmental immunity or of its state governmental immunity.
- To the extent Goodwill receives, generates, or maintains educational records related to the participating student, Goodwill agrees to comply with the Family Educational Rights and

Privacy Act (FERPA), to the same extent as such laws and regulations apply to the District, and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, Canutillo ISD hereby designates Goodwill employees assigned under this Agreement as a District official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to Canutillo ISD's records is required by Goodwill to carry out the program. We have read the MOU and are in full agreement with the above articles and statements. By signing below, each party certifies that it is authorized to obligate its organization to The conditions of this MOU.



Employment Development Training (EDS) Program

Goodwill Industries of El Paso

Employee Development Service (EDS) Program 1

- ❑ **Goodwill Industries of El Paso, has partnered with local school districts and their Transitional Special Education programs to operate a Goodwill retail store at their High Schools.**
- ❑ **The EDS program has been operational since 2010**
- ❑ **Goodwill Industries of El Paso is the only Goodwill nationwide to operate this program.**
- ❑ **The EDS program provides training to transitional students that are near graduation by providing an opportunity to acquire work experience and job training in a retail environment.**



Employee Development Service (EDS) Program 2

- ❑ **The EDS program is a Community Accreditation Rehabilitation Facility (CARF) accredited program.**
- ❑ **Students are required to complete 120 hours of classroom training and learn to manage and operate a retail store and all its functions.**
- ❑ **Upon successful completion, the student will receive a certificate of completion from Goodwill and will participate in a graduation ceremony.**



Program Objectives

- ❑ **Students will develop skills, attitudes, and work behaviors necessary for the world of work after graduation from High School.**
- ❑ **Maximize the use of the High School Transition space and Goodwill program resources.**
- ❑ **Increase student awareness of post-transitional programs and services. (agency night)**
- ❑ **Maximize student satisfaction with the program. Individual Service Plan (ISP) are developed during Student Intake process.**
- ❑ **Maximize the satisfaction of the school districts, parents/guardians and other stakeholders.**

Retail Functional Skills Training includes:

- ❑ Customer Service Training
- ❑ Telephone Etiquette
- ❑ Workplace Safety
- ❑ Merchandising/displays
- ❑ Production skills
- ❑ Cash Register Operation
- ❑ Money Handling
- ❑ Soft Skills Training



Hands on Training



Hands on Training



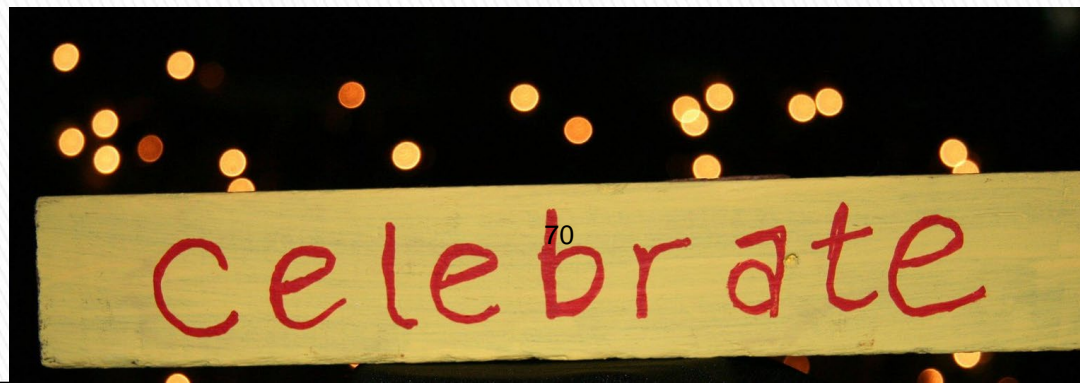


Soft Skills Training



- ❑ **Problem Solving and conflict resolution**
- ❑ **Adapting to Change**
- ❑ **Teamwork**
- ❑ **Professional Communications**
- ❑ **Work Cultures and Cultural Transition Attitudes**
- ❑ **Self-Advocacy**
- ❑ **Hygiene, grooming and appropriate workplace dress.**

Employee Development Service (EDS) Graduation





Mission Service Outcomes Measurement Report Fall 2022- Spring 2023

Participants: 7 = Graduated: 7

Graduation Class



Post Program Services

Mission Services

- ❑ Interview Skills Development to include “mock” interviews
- ❑ Resume and Job Application Assistance Training
- ❑ Advocacy
- ❑ Job-Link Centers

Collaborating as a Team

- ❑ Canutillo transition specialist will act as the liaison between Canutillo ISD, Goodwill and student trainees assigned to the job site.
- ❑ Collaboration between district and Goodwill will take place regularly in reviewing student progress.
- ❑ A district representative will work with Goodwill and student trainees during their internship at Goodwill.
- ❑ Days and hours will be agreed upon by Goodwill and District representative which will not exceed the normal academic schedule.





Contacts

Goodwill- Director of Mission Services: Monica Noyles: (915) 778-1858 mnoyles@goodwillep.org

Goodwill- Director of Community Engagement & Business Development: Mark Mendoza (915)4715455
mmendoza@goodwillep.org

Canutillo ISD- SPED Director: Elvia Moreno (915)877-7450
eqmoreno@canutillo-isd.org

Transition Specialist: Brenda Matamoros (915)877-7450
bmatamoros@canutillo-isd.org

Board of Trustees

Meeting Date: March 2024

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation of approval of Memo of Understanding (MOU) between Canutillo ISD and Providence Hospital-Transmountain Campus/Tenet Healthcare for Health Science student internships

Justification Statement: MOU will allow Health Science students the opportunity to intern as Patient Care Technicians at Providence Hospital-Transmountain campus, earn recommended internship hours and work experience prior to taking the Certified Patient Care Technician exam, and access real-world, relevant job skills alongside professional healthcare professionals

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

Staff Responsible: _____
Signature of Requester(s)

Signature of Presenter(s)
Elizabeth B. Sida 3/4/2024
Business Services Approval (Initials) *Date*

Agenda Summary:

GOAL 1: STUDENT SUCCESS: * Student Safety & Well Being * Academic Growth * College Career Military Readiness (Performance Objective 3 By May 2024, Seniors will be graduating College, Career, and Military Ready (CCMR) increasing the component score from 63 to 67.)

Goal 3: COMMUNITY ENGAGEMENT AND PARTNERSHIPS: *Family Engagement *Community Partnerships * Customer Satisfaction
Strategy 1: (CTE) The CTE Department will provide students with program of study options that meet the high-wage, high-demand, high-skill criteria as developed by the state of Texas Tri-Agency Initiative. Travel opportunities for campus, teacher, counselor and CTE administration to investigate program improvement, post-secondary options and field of study options for students and special populations groups.

RATIONALE: MOU will allow Health Science students the opportunity to intern as Patient Care Technicians at Providence Hospital-Transmountain campus, earn recommended internship hours and work experience prior to taking the Certified Patient Care Technician exam, and access real-world, relevant job skills alongside professional healthcare professionals
Term of Agreement shall be three (3) years with automatic extensions for additional (1) year each ("Term Extension"), unless either party provides written notice of termination.

It is recommended that the Board of Trustees approve the Memo of Understanding (MOU) between Canutillo ISD and Providence Hospital-Transmountain campus/Tenet Healthcare
RECOMMENDATION: Providence Hospital-Transmountain campus/Tenet Healthcare

PRIOR BOARD ACTION: n/a AWARDED: n/a AWARDED AMOUNT: n/a

AMOUNT(S): n/a

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Career & Technical Education Department

CONSEQUENCES OF NON-APPROVAL:
Students would not gain on-the-job internship exp which could affect success rates w/ cert exam outcome, loss of valuable exposure to medical field experience, hinder ed partnership w/ Tenet Healthcare for future projects & requests, hinder post-graduation employment opportunities & scholarships

IMPLEMENTATION TIMELINE:
Immediate

ATTACHMENT(S): TENET Hospitals Affiliation Agreement



AFFILIATION AGREEMENT

THIS AFFILIATION AGREEMENT (“Agreement”) is made and entered into as of the later of December 15, 2023, or the execution of the Agreement by both parties (the “Effective Date”) between **CANUTILLO INDEPENDENT SCHOOL DISTRICT** (“School”), and **TENET HOSPITALS LIMITED**, a Texas limited partnership, doing business as **THE HOSPITALS OF PROVIDENCE** (“Hospital”).

RECITALS:

A School offers to enrolled students a degree program in the field of Health Science and Technology, and STEM Biomedical Program.

B Hospital operates a comprehensive inpatient facility licensed in the State of Texas (“State”).

C School desires to provide to its students a clinical learning experience through the application of knowledge and skills in actual patient-centered situations.

D Hospital has agreed to undertake training activities and to make its facility available to identified students of School for such purposes.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties hereby agree as follows:

1. RESPONSIBILITIES OF SCHOOL.

a. **Clinical Program.** School shall be responsible for the implementation and operation of the clinical component of its program at Hospital (“Program”), which Program shall be approved in advance by Hospital. Such responsibilities shall include, but not be limited to, the following (i) orientation of students to the clinical experience at Hospital; (ii) provision of classroom theory and practical instruction to students prior to their clinical assignments at Hospital; (iii) preparation of student/patient assignments and rotation plans for each student and coordination of same with Hospital; (iv) continuing oral and written communication with Hospital regarding student performance and evaluation, absences and assignments of students, and other pertinent information; (v) supervision of students and their performance at Hospital; (vi) participation, with the students, in Hospital’s Quality Assurance and related programs; and (vii) performance of such other duties as may from time to time be agreed to between School and Hospital.

All students, faculty, employees, agents and representatives of School participating in the Program while on Hospital premises (“Program Participants”) shall be accountable to Hospital’s Administrator. School shall be responsible for causing all Program Participants to comply with the terms of this Agreement.

b. **Student Statements.** School shall require each Program Participant to sign a Statement of Responsibility in the form attached hereto as Exhibit A, and a Statement of Confidentiality in the form attached hereto as Exhibit B.

c. **Health of Program Participants.** School shall provide to Hospital satisfactory evidence that each Program Participant is free from contagious disease and does not otherwise present a health hazard to Hospital patients, employees, volunteers or guests prior to

his or her participation in the Program. Such evidence shall include without limitation the completion of a two step tuberculin skin test (within the last six months) or evidence that each Program Participant is free of symptoms of pulmonary disease if the skin test is positive, a chest x-ray following a positive TB test result, negative drug screening, physical examination, proof of rubella, and rubeola immunity by positive antibody titers or 2 doses of MMR, and evidence of completion of the series of three hepatitis B vaccinations (if required by applicable law or Hospital policy). School and/or the Program Participant shall be responsible for arranging for the Program Participant's medical care and/or treatment, if necessary, including transportation in case of illness or injury while participating in the Program at Hospital. In no event shall Hospital be financially or otherwise responsible for said medical care and treatment.

d. **Dress Code; Meals.** School shall require the students assigned to Hospital to dress in accordance with dress and personal appearance standards approved by School. Such standards shall be in accordance with Hospital's standards regarding same. Program Participants shall pay for their own meals at Hospital.

e. **Performance of Services.** All faculty provided by School shall be duly licensed, certified or otherwise qualified to participate in the Program at Hospital. School shall have a specially designated staff for the performance of the services specified herein. School and all Program Participants shall perform its and their duties and services hereunder in accordance with all relevant local, state, and federal laws and shall comply with the standards and guidelines of all applicable accrediting bodies and the bylaws, rules and regulations of Hospital and any rules and regulations of School as may be in effect from time to time. Neither School nor any Program Participant shall interfere with or adversely affect the operation of Hospital or the performance of services therein.

f. **OSHA Compliance.** School shall be responsible for compliance by Program Participants with the final regulations issued by the Occupational Safety and Health Administration governing employee exposure to bloodborne pathogens in the workplace under Section VI(b) of the Occupational Safety and Health Act of 1970, which regulations became effective March 6, 1992, and as may be amended or superseded from time to time (the "Regulations"), including, but not limited to accepting the same level of responsibility as "the employer" would have to provide all employees with (1) information and training about the hazards associated with blood and other potentially infectious materials, (2) information and training about the protective measures to be taken to minimize the risk of occupational exposure to bloodborne pathogens, (3) training in the appropriate actions to take in an emergency involving exposure to blood and other potentially infectious materials, and (4) information as to the reasons the employee should participate in hepatitis B vaccination and post-exposure evaluation and follow-up. School's responsibility with respect to the Regulations also shall include the provision of the hepatitis B vaccination or documentation of declination in accordance with the Regulations.

g. **Training.** Prior to a student's first assignment at Hospital, the assignment of a School employee, agent or representative to work at Hospital or the first date of service (after the Effective Date) of a faculty member at Hospital, School shall require that the individual contact Hospital's Human Resources department or obtain the website link for the on-line training and complete the training. School shall maintain training records for a minimum of six years, including, without limitation, the names of those students, School employees, agents, representatives and faculty members that viewed the training link web site ("Training Records"). Further, School shall make the Training Records available to Hospital promptly, and without charge, upon Hospital's request.

h. **Background Verifications.** School shall provide Hospital with a description of its background investigation processes, shall attest to Hospital School has completed a background check for each Program Participant in the form attached hereto as Exhibit C, and disclosed to Hospital any positive findings for a Program Participant to the extent permitted by law and shall provide Hospital or its designee access to the background screening results upon reasonable notice. A background check will be considered “completed” if it includes, at a minimum, all of the following elements: (1) 7 year criminal background check in current and previous counties of residence and employment, (2) confirmation that the Program Participant is not listed as sexual offender and, if requested by Hospital, in any child abuse registry (3) evidence that the Program Participant is eligible to participate in all federal and state health programs and verification that the Program Participant is not on the OIG or SAM exclusion list and (4) any other element required by Hospital to meet state law requirements. Hospital shall have the right to require the withdrawal of any Program Participant in the event that Program Participant fails to meet the standards established by Hospital for acceptable background.

i. **Drug Screens.** Drug testing of students will only be performed in the event of reasonable suspicion and/or post incident. The screen will be conducted at the facility in which the student is attending.

j. **Indemnification.** School shall indemnify and hold Hospital harmless from and against any and all liability and costs, including attorneys’ fees, resulting from a breach of Subsection 7.d. by School, Program Participants, School’s agents or subcontractors.

2. **RESPONSIBILITIES OF HOSPITAL.**

a. Hospital shall accept the students assigned to the Program by School and cooperate in the orientation of all Program Participants to Hospital. Hospital shall provide the opportunities for such students, who shall be supervised by School and Hospital, to observe and assist in various aspects of patient care. Hospital shall coordinate School’s rotation and assignment schedule with its own schedule and those of other educational institutions. Hospital shall at all times retain ultimate control of the Hospital and responsibility for patient care.

b. Upon the request of School, Hospital shall assist School in the evaluation of each Program Participant’s performance in the Program. However, School shall at all times remain solely responsible for the evaluation and grading of Program Participants.

3. **MUTUAL RESPONSIBILITIES.** The parties shall cooperate to fulfill the following mutual responsibilities:

a. Students shall be treated as trainees who have no expectation of receiving compensation or future employment from Hospital or School.

b. Any courtesy appointments to faculty or staff by either the School or Hospital shall be without entitlement of the individual to compensation or benefits for the appointed party.

4. **WITHDRAWAL OF PROGRAM PARTICIPANTS.**

a. Hospital may immediately remove from the premises any Program Participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior.

b. Hospital may request School to withdraw or dismiss a Program Participant from the Program at Hospital when his or her clinical performance is unsatisfactory to Hospital or his or her behavior, in Hospital's discretion, is disruptive or detrimental to Hospital and/or its patients. In such event, said Program Participant's participation in the Program shall immediately cease. Subject to the provisions of Subsection 4.a. above, it is understood that only School can dismiss the Program Participant from the Program at Hospital.

5. **INDEPENDENT CONTRACTOR.** The parties hereby acknowledge that they are independent contractors, and neither the School nor any of its agents, representatives, students or employees or Program Participants shall be considered agents, representatives, or employees of Hospital. In no event shall this Agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. School shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes or benefits. No Program Participant shall look to Hospital for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this Agreement regardless of the cause of such termination.

6. **NON-DISCRIMINATION.** There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

7. **CONFIDENTIALITY.**

a. **Hospital Information.** School recognizes and acknowledges that, by virtue of entering into this Agreement and fulfilling the terms of this Agreement, School and Program Participants may have access to certain information of Hospital that is confidential and constitutes valuable, special and unique property of Hospital ("Confidential Information"). School agrees that neither School nor any Program Participant will at any time, (either during or subsequent to the term of this Agreement), disclose to others, use, copy or permit to be copied, without Hospital's express prior written consent, except in connection with the performance of School's and Program Participant's duties hereunder, any confidential or proprietary information of Hospital, including, without limitation, information which concerns Hospital's patients, costs, or treatment methods developed by Hospital, and which is not otherwise available to the public. As between Hospital, its affiliates, and School, any Confidential Information of Hospital or its affiliates or Data provided to or learned by School for any purpose, in connection with any software pursuant to this Agreement, shall be deemed to be the exclusive property of Hospital. In no event shall School claim any rights with respect to such Confidential Information or Data or take any action with respect to such Confidential Information or Data that is inconsistent with the duties of a bailee for hire or in addition to the services School is authorized to provide under this Agreement, without prior written consent of Hospital or its affiliates. Additionally, School shall not use, authorize to use or disclose the Data received from Hospital for the purpose of developing information or statistical compilations for use by third parties or other division or

subsidiary of School or for any commercial exploitation, unless otherwise agreed upon in writing by Hospital or its affiliates. Moreover, School hereby waives any and all statutory and common law liens it may now or hereafter have with respect to data derived from Hospital's or any of its affiliate's Confidential Information or Data. For purposes hereof, "Data" means all tangible data elements belonging to Hospital or its affiliates under the terms of this Agreement. Data specifically includes, but is not limited to, patient identification information, patient medical records, financial information, business forecasts, personnel information, customer lists, marketing information, Medicare, Medicaid and other payor information, reimbursement information, and other information relating to the business of Hospital or any affiliate thereof or their respective patients, clients or customers.

b. **Terms of Agreement.** Except for disclosure to School's legal counsel, accountant or financial advisors (none of whom shall be associated or affiliated in any way with Hospital or any of its affiliates), neither School nor any Program Participant shall disclose the terms of this Agreement to any person, unless disclosure thereof is required by law or otherwise authorized by this Agreement or consented to by Hospital in writing. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide Hospital with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.

c. **Patient Information.** Neither School nor any Program Participant shall disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by Hospital in writing, any medical record or other patient information regarding Hospital patients, and School and Program Participant shall comply with all federal and state laws and regulations, and all bylaws, rules, regulations, and policies of Hospital and Hospital's medical staff, regarding the confidentiality of such information. School acknowledges that in receiving or otherwise dealing with any records or information from Hospital about Hospital's patients receiving treatment for alcohol or drug abuse, School and Program Participant are bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, as amended from time to time.

d. **Privacy of Health Information.**

School acknowledges that Hospital must comply with the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, codified at 42 U.S.C. § 1320 through d-8 ("HIPAA"), and the requirements of any regulations promulgated thereunder, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Parts 160 and 164, and the federal security standards as contained in 45 C.F.R. Parts 160, 162 and 164 (collectively, the "Regulations"). Accordingly, Hospital may only disclose Protected Health Information, as defined in 45 C.F.R. 164.501, or Individually Identifiable Health Information, as defined in 42 U.S.C. § 1320d(6) (collectively, "Protected Health Information") to a student for purposes of providing treatment to Hospital patients or training the student to be a health care provider. A student may only request or use Protected Health Information about a Hospital patient for treatment and Hospital training program purposes. A student may only disclose Protected Health Information about a Hospital patient for treatment purposes to other health care providers involved in the patient's treatment or to Hospital's workforce members involved in the student's training program for hospital's training program purposes. A student shall not disclose Protected Health Information to School or its faculty, employees, agents or representatives unless direct patient identifiers are removed to create a limited data set in accordance with the limited data set standard at 45 C.F.R § 164.514(e)

and the disclosure is pursuant to a limited data set use agreement between Hospital and School that satisfies Hospital's obligations under the limited data set standard. A student may disclose a patient's health information that has been de-identified in accordance with the de-identification standard at 45 C.F.R. § 164.514(a) - (c) to School or its faculty, employees, agents or representatives for School's use in evaluating the student.

School, students and other Program Participants shall not request, use or further disclose any Protected Health Information other than for the treatment and training purposes specified in this Agreement. School and Program Participants will implement appropriate safeguards to prevent the request for, use or disclosure of Protected Health Information other than as permitted by this Agreement. School will promptly report to Hospital any uses or disclosures, of which School or Program Participants become aware, of Protected Health Information in violation of this Agreement. In the event that School contracts with any agents or independent contractors to whom School provides Protected Health Information, School shall include provisions in such agreements pursuant to which School and such agents or independent contractors agree to the same restrictions and conditions that apply to School with respect to Protected Health Information. School will make its internal practices, books and records relating to the use and disclosure of Protected Health Information available to the Secretary of the United States Department of Health and Human Services to the extent required for determining compliance with HIPAA and the Regulations.

In the event a Hospital patient (or the patient's personal representative) requests access to Protected Health Information in a Designated Record Set (as defined in 45 C.F.R. § 164.501) of Hospital from School or a Program Participant, School or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. If a Hospital patient (or the patient's personal representative) requests an amendment of Protected Health Information in a Designated Record Set of Hospital from School or a Program Participant, then School shall or the Program Participant shall immediately forward such request and any such Protected Health Information in its, his or her possession to Hospital. Further, School or Program Participant shall incorporate any amendment approved by Hospital into any amended Protected Health Information in School's or Program Participant's possession.

If School or a Program Participant receives a request for an accounting of disclosures of Protected Health Information from a Hospital patient (or the patient's personal representative), then School or the Program Participant shall within five days forward the request to Hospital. School shall assist Hospital to determine whether any such request for an accounting is a request for an accounting of Hospital's disclosures or of School's disclosures. If Hospital determines that the request is a request for an accounting of School's disclosures and School is a Covered Entity (as defined in 45 C.F.R. § 160.103), then School shall provide the patient with the accounting required by 45 C.F.R. § 164.528. If Hospital determines that the request is a request for an accounting of Hospital's disclosures, then School and Program Participants shall within 10 days forward any information in School's or Program Participants' possession that is required for Hospital to make the accounting required by 45 C.F.R. § 164.528.

No attorney-client, accountant-client or other legal or equitable privilege shall be deemed to have been waived by School or Hospital by virtue of this Subsection.

e. **Audit.** School shall, within five business days of a written request from Hospital, make available during normal business hours at School or Hospital all records, books, agreements, systems, policies and procedures relating to the use or disclosure of PHI for the purpose of allowing Hospital to audit and determine School's compliance with this Section 7. If

Hospital discovers any violation of this Section 7, School shall promptly remedy such violation following receipt of written notice describing the violation from Hospital and shall certify in writing that it cured the violation.

f. **Survival.** The provisions set forth in this Section 7 shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

8. **INSURANCE.**

a. School and Hospital shall secure and maintain at all times during the Term, at their respective sole expense, commercial general liability insurance, (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per occurrence. Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

b. School and Hospital shall each secure and maintain at all times during the Term, at their respective sole expense, workers' compensation and employers' liability insurance covering their respective employees. Such coverage provided by School and Hospital may be afforded via commercial insurance or self-insurance at the following limits:

Workers' Compensation:	Statutory limits
Employers' Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee

Both School and Hospital agree to endorse such policy to(1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

c. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure health insurance coverage.

d. School and Hospital each shall secure and maintain at all times during the Term, at their respective sole expense, professional liability insurance (medical malpractice), (such coverage to include, without limitation, claims based on a violation of Subsection 7.d. or any applicable State law or regulation concerning the privacy of patient information, if such insurance is reasonably available) covering themselves and their respective employees. School shall either provide coverage on behalf of Program Participants (students) or require Program Participants (students) to secure such coverage. Such coverage provided by School and Hospital may be afforded via commercial insurance, self-insurance, a captive, or some combination thereof at limits of at least \$1,000,000 per claim/occurrence and \$3,000,000 aggregate. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

Such insurance shall not be cancelable except upon 30 days' prior written notice to the other party. Such coverage shall be primary and non-contributory. This coverage shall be either (1) on an occurrence basis or (2) on a claims-made basis. If the coverage is on a claims-made basis, both School and Hospital hereby agree that prior to the effective date of termination of their respective current insurance coverage, both parties shall purchase, at their respective expense, either a replacement policy annually thereafter having a retroactive date no later than the Effective Date or tail coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of the respective parties current coverage or prior to termination of this Agreement. Upon either party's request, the other party shall provide a certificate of insurance evidencing such coverage.

9. **TERM.** The term of this Agreement ("Term"), shall be three (3) year(s) commencing on the Effective Date. At the end of the Term and any Term Extension (as defined herein), the Term shall be automatically extended for additional terms of one (1) year each (a "Term Extension"), unless either party provides the other with written notice of termination as provided herein. As used herein, "Term" shall mean the period of time beginning on the Effective Date and ending on the last day of either the Term or the last Term Extension, as applicable.

10. **TERMINATION.**

a. **Termination.** Either party may terminate this Agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently enrolled in the Program at Hospital at the time of notice of termination shall be given the opportunity to complete their clinical Program at Hospital, such completion not to exceed six (6) months.

b. **Effect of Expiration or Other Termination.** Upon expiration or other termination of this Agreement, School shall cause Program Participants to either return or destroy all Protected Health Information received from Hospital or created or received by School or Program Participants on behalf of Hospital, and which School or Program Participants still maintain in any form. Notwithstanding the foregoing, to the extent that Hospital agrees that it is not feasible to return or destroy such Protected Health Information, the terms and provisions of Section 7 of this Agreement shall survive termination of this Agreement and such Protected Health Information shall be used or disclosed solely for such purpose or purposes which prevented the return or destruction of such Protected Health Information.

11. **ENTIRE AGREEMENT.** This Agreement and its accompanying Exhibits contain the entire understanding of the parties with respect to the subject matter hereof and supersede all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this Agreement.

12. **SEVERABILITY.** If any provision of this Agreement is held to be invalid or unenforceable for any reason, this Agreement shall remain in full force and effect in accordance with its terms disregarding such unenforceable or invalid provision.

13. **DISCLOSURE OF TERMS OF AGREEMENT.** School shall not refer to the existence of this Agreement or disclose its terms to any third party, including, without limitation, in any

press release, advertising, marketing, publicity or other materials, without the prior written consent of Hospital. Neither party shall use the name, trade name, trademarks, service marks or logos of the other party or any of its affiliates in any press release, advertising, marketing, publicity or other materials, without the prior written consent of the other party. School shall not represent, directly or indirectly, that any product or service of School has been approved or endorsed by Hospital or any of its affiliates, without the prior written consent of Hospital.

14. **ARBITRATION.** Any dispute or controversy arising under, out of or in connection with, or in relation to this Agreement, or any amendment hereof, or the breach hereof shall be determined and settled by final and binding arbitration in the county in which the Hospital is located in accordance with the Commercial Rules of Arbitration (“Rules”) of the Judicial Arbitration and Mediation Services (“JAMS”) before one arbitrator applying the laws of the State. The parties shall attempt to mutually select the arbitrator. In the event they are unable to mutually agree, the arbitrator shall be selected by the procedures prescribed by the JAMS Rules. Any award rendered by the arbitrator shall be final and binding upon each of the parties, and judgment thereof may be entered in any court having jurisdiction thereof. The costs shall be borne equally by both parties. This provision shall survive expiration or other termination of this Agreement, regardless of the cause of such termination.

Commented [E1]: Steve is this OK? 15. Arbitration

15. **ENTIRE AGREEMENT; MODIFICATION; GOVERNING LAW; COUNTERPARTS; NOTICES; WAIVER; ASSIGNMENT.** This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties relating to such subject matter. This Agreement may not be amended or modified except by mutual written agreement. This Agreement shall be construed in accordance with the laws of the State of Texas, which provision shall survive the expiration or other termination of this Agreement. This Agreement may be executed in one or more counterparts, all of which together shall constitute only one Agreement. All notices hereunder shall be in writing, delivered personally, by certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposited with the overnight courier addressed at the place identified on the signature page below. A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure. School shall not assign or transfer, in whole or in part, this Agreement or any of School’s rights, duties or obligations under this Agreement without the prior written consent of Hospital, and any assignment or transfer by School without such consent shall be null and void. This Agreement is assignable by Hospital without consent or notice.

16. **COMPLIANCE OBLIGATIONS.** School represents it read, understands, and shall abide by Tenet’s Standards of Conduct. The parties to this Agreement shall comply with Tenet’s Compliance Program and Tenet’s policies and procedures related to the Deficit Reduction Act of 2005, Anti-Kickback Statute and the Stark Law. Tenet’s Standards of Conduct, summary of Compliance Program, and policies and procedures, including a summary of the Federal False Claims Act and applicable state false claims laws (collectively “False Claims Laws”) with descriptions of penalties and whistleblower protections pertaining to such laws, are available at: <http://www.tenethealth.com/about/ethics-compliance>. The School shall require anyone providing services to Hospital to read the Standards of Conduct and information concerning Tenet’s Compliance Program and abide by same. Further, the parties to this Agreement certify that they shall not violate the Anti-Kickback Statute and Stark Law, and shall abide by the Deficit Reduction Act of 2005, as applicable, in providing services to Hospital. Hardcopies of any information shall be made available upon request.

17. **EXCLUSION LISTS SCREENING.** School shall screen all of its current and prospective owners, legal entities, officers, directors, employees, contractors, and agents (“Screened Persons”) against (a) the United States Department of Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities (available through the Internet at <http://www.oig.hhs.gov>), (b) the General Services Administration’s System for Award Management (available through the Internet at <http://www.sam.gov>); and (c) any applicable state healthcare exclusion list (collectively, the “Exclusion Lists”) to ensure that none of the Screened Persons are currently excluded, debarred, suspended, or otherwise ineligible to participate in Federal healthcare programs or in Federal procurement or nonprocurement programs, or have been convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a), but have not yet been excluded, debarred, suspended, or otherwise declared ineligible (each, an “Ineligible Person”). If, at any time during the term of this Agreement any Screened Person becomes an Ineligible Person or proposed to be an Ineligible Person, School shall immediately notify Hospital of the same. Screened Persons shall not include any employee, contractor or agent who is not providing services under this Agreement.

**TENET HOSPITALS LIMITED, A TEXAS LIMITED PARTNERSHIP
dba THE HOSPITALS OF PROVIDENCE**

By: _____
Name: Nicholas R. Tejeda
Title: Group President – Western Group
Date: _____
Address: 2001 N. Oregon
El Paso, Texas 79902

CANUTILLO INDEPENDENT SCHOOL DISTRICT

By: _____
Name: Dr. Pedro Galaviz
Title: Superintendent of Schools
Date: _____
Address: PO Box,
Canutillo, Texas 79835

EXHIBIT A

STATEMENT OF RESPONSIBILITY

For and in consideration of the benefit provided the undersigned in the form of experience in evaluation and treatment of patients of _____ (“Hospital”), the undersigned and his/her heirs, successors and/or assigns do hereby covenant and agree to assume all risks of, and be solely responsible for, any injury or loss sustained by the undersigned while participating in the Program operated by _____ (“School”) at Hospital unless such injury or loss arises solely out of Hospital’s gross negligence or willful misconduct.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT B

CONFIDENTIALITY STATEMENT

The undersigned hereby acknowledges his/her responsibility under applicable federal law and the Agreement between _____ (“School”) and _____ (“Hospital”), to keep confidential any information regarding Hospital patients and proprietary information of Hospital. The undersigned agrees, under penalty of law, not to reveal to any person or persons except authorized clinical staff and associated personnel any specific information regarding any patient and further agrees not to reveal to any third party any confidential information of Hospital, except as required by law or as authorized by Hospital. The undersigned agrees to comply with any patient information privacy policies and procedures of the School and Hospital. The undersigned further acknowledges that he or she has viewed a videotape regarding Hospital’s patient information privacy practices in its entirety and has had an opportunity to ask questions regarding Hospital’s and School’s privacy policies and procedures and privacy practices.

Dated this ____ day of _____, 20__.

Program Participant

Witness

EXHIBIT C

HEALTH AND BACKGROUND SCREENING ATTESTATION

SCHOOL NAME

HEALTH OF PROGRAM PARTICIPANTS. School affirms the Program Participant(s) listed below have completed the following health screenings or documented health status as follows:

1. Tuberculin skin test within the past 12 months or documentation as a previous positive reactor or a chest x-ray taken within the past 12 months; and
2. Proof of Rubella and Rubeola immunity by positive antibody titers or 2 doses of MMR; and
3. Varicella immunity, by positive history of chickenpox or proof of Varicella immunization; and
4. Proof of Hepatitis B immunization or completion of a certification of declination of vaccine, if patient contact is anticipated.

BACKGROUND CHECKS. School has conducted a retrospective background check on all students assigned to the program and members of staff/faculty responsible for supervision and/or instruction prior to their participation in clinical activities. Unless Hospital is notified in writing, all background checks are negative.

The background check included the following:

1. Social Security number verification.
2. Criminal Search (7 years)
3. Violent Sexual Offender & Predator registry
4. HHS/OIG/SAM
5. Other: _____

ATTENDING STUDENTS:

1. _____
2. _____

STAFF:

1. _____
2. _____

School acknowledges this information will be available to all Tenet affiliates as reasonably necessary.

SCHOOL:

Name: _____
Title: _____
Date: _____

C

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



- (d) Prepare lists and submit names of persons suggested for appointment as deputy early voting clerks;
- (e) Serve as manager of the central counting station or appoint a substitute manager;
- (f) Arrange for the use of polling places in the election and runoff election if necessary;
- (g) Program or arrange to have the ballot programmed;
- (h) Set ballot order as follows: Utility Districts, School Districts, Municipal Districts, Federal Races, State Races, County Races
- (i) Procure and distribute necessary election supplies, and distribution of ballots;
- (j) Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of **Canutillo ISD** and the election precincts established for the election;
- (k) Procure, prepare, and distribute election equipment, transport equipment to and from the polling places for early voting and Election Day, and issue election supplies to the precinct judges.
- (l) Supervise the conduct of early voting;
- (m) Conduct one or more election schools and notify the election judges and clerks of the time, date, and location of the schools;
- (n) Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in preparing the programs and test materials for tabulation of the ballots to be used with electronic voting equipment;
- (o) Arrange to publish legal notice of the date, time and place of the testing of the electronic tabulating equipment, and conduct the testing in accordance with Texas Election Code chapters 127.001 et seq. and chapter 129.001 et seq. and in accordance with Texas Secretary of State advisories;
- (o) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass;
- (p) Provide general information services for voters and election officers;
- (q) Assist in providing general overall supervision of the election;

- (r) Provide for the storage of election records as provided by law;
- (s) Provide **Canutillo ISD** with a precinct by precinct roll of registered voters in a mutually agreed upon format;
- (t) If requested by **Canutillo ISD**, prepare the unofficial tabulation of precinct results on election night;
- (u) Submit election night returns to the Secretary of State, in a format to be described by the Texas Secretary of State and in accordance with Election Code Chapter 68, if applicable; and
- (v) Certify that a criminal background check on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for **Canutillo ISD** has been performed.
- (w) The County shall provide the requested services by and through its County Election Administrator (the “Contracting Officer”).

3. DUTIES AND SERVICES OF **Canutillo ISD**.

Canutillo ISD shall:

- (a) Adopt an order appointing the County Elections Administrator as Early Voting Clerk as required above;
- (b) Prepare appropriate documents for establishing the precinct and polling places;
- (c) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate **Canutillo ISD** officer or body, and take all actions necessary under law and in accordance with this Contract for calling the election, appointing the presiding judges, alternate judges, judge of the central counting station, and other election officers, establishing precincts and polling places, handling contests, canvassing the returns and declaring the results;
- (d) Approve the tabulating supervisor and assistants and central counting station manager, recommended by the Elections Administrator;
- (e) Prepare and publish required election notices as required by law;
- (f) Deliver and certify to the Elections Administrator as soon as possible but not later than **sixty (60) days** before the election, the names, issues, or referenda which are to be printed on the ballot or ballot labels with the exact spelling

that is to be used;

- (g) Provide the services necessary to translate any election documents into Spanish as required;
- (h) Pay any additional costs incurred by the Elections Administrator if a recount for the election is required, or the election is contested in any manner;
- (i) Return all surplus election supplies to the Elections Administrator;
- (j) Prepare any submission on voting changes which may be required to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended;
- (k) Pay **75%** of Elections Administrator's estimated costs no later than **sixty (60) days** before Election Day;
- (l) Pay the balance of conducting the election and additional costs, within **thirty (30) days** from the receipt of an invoice from the Elections Administrator.

4. COST OF SERVICES.

Canutillo ISD shall pay for the above services, supplies and equipment in accordance with the estimated cost schedule attached to this Contract (EXHIBIT A) which is mutually agreed upon.

5. CANCELLATION OF ELECTION OR SERVICES.

In the event that **Canutillo ISD** cancels the election pursuant to section 2.081 of the Texas Election Code, or for any other reason, **Canutillo ISD** will pay the County for all direct and actual expenses such as payroll and election expenses, including the administrative fee, the County incurred in relation to providing the services for this election up until the time of cancellation, and for any expenses the County incurs as a result of the cancellation. **Canutillo ISD** will send payment to the County within **thirty (30) days** from the receipt of an invoice from the Elections Administrator.

6. GENERAL TERMS AND CONDITIONS.

- (a) A total of **9** precinct(s) plus **8** permanent early voting stations, and **17** polling locations will be used for conducting the election.
- (b) **Canutillo ISD** acknowledges that the County may enter into a similar Joint

Election Service Contract with other political subdivisions in the same county for the same election date. During early voting a voter will be eligible to vote at any one of the early voting locations and mobile voting locations, if any. **Canutillo ISD** agrees to share common polling places with the other political subdivision(s) as determined by the County and in accordance with the costs as allocated by the County.

- (c) Nothing in this Contract shall authorize or permit a change in the officer with whom the place at which any document is to be filed, the place at which a function is to be carried out, or other nontransferable functions as specified by the Election Code.
- (d) The Elections Administrator shall file copies of this contract with the County Judge and the County Auditor of El Paso County.
- (e) Neither party may assign, in whole or in part, any interest they may have in the agreement.
- (f) Nothing in this agreement imposes any duty on the County to maintain or repair the facilities or cure any premise defects of the property on which polling locations are located.
- (g) Neither **Canutillo ISD** nor any employee of **Canutillo ISD** is an agent, or employee of the Elections Administrator and neither Elections Administrator nor any employee thereof is an agent or employee of **Canutillo ISD**. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.
- (h) **Canutillo ISD** and the County, reserve and do not waive, their rights of sovereign immunity and similar rights, immunities and rights of their officials and employees, and their employees/officials' rights under the Texas Tort Claims Act.
- (i) Venue is in El Paso County Texas.

COUNTY OF EL PASO, TEXAS

Canutillo ISD

By: _____
Ricardo A. Samaniego, County Judge

By: _____

Name: _____

Date: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Assistant County Attorney

Elections Department
 500 E. San Antonio Ave. Suite 314
 El Paso, Texas 79901
 Phone (915) 546-2154
 Fax (915) 546-2220
 www.epcountyvotes.com



Canutillo ISD
May 2024

Estimate "Exhibit A"

Payroll		
1. Central Counting Station	\$	2,895.17
2. Early Voting	\$	15,440.88
3. Election Day	\$	4,080.40
4. Staff Overtime	\$	6,798.75
5. Temporary Help	\$	5,512.50
6. Training	\$	-
Payroll Total	\$	34,727.70
Election Expenses		
7. Election Tabulation Software and Supplies	\$	934.92
8. Ballots: Activation Cards, Mail, Provisional, Curbside and Sample	\$	3,491.25
9. Publication of Notices	\$	52.33
10. Parking Garage Judges and Clerks	\$	330.75
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$	-
12. Internet Connections /Cellphones	\$	7,166.25
Early Voting		
13. Poll Pads	\$	465.99
14. Security Seals- Early Voting	\$	200.94
15. Kits- Early Voting	\$	264.60
16. Utilities- Early Voting Locations	\$	-
17. Touchscreen Voting Machines- Early Voting	\$	25,639.74
Election Day		
18. Poll Pads	\$	990.20
19. Security Seals- Election Day	\$	156.19
20. Kits- Election Day	\$	562.28
21. Touchscreen Voting Machines- Election Day	\$	6,053.83
Election Expenses Total	\$	46,309.27
Subtotal	\$	81,036.97
Administrative Fees 10%	\$	8,103.70
Grand Total	\$	89,140.67

May 2024 Uniform Election

Elección Uniforme de Mayo de 2024



Election Day: Saturday, May 4, 2024
Día de Elección: Sábado, 4 de Mayo de 2024
7:00 a.m. - 7:00 p.m.

You can now vote at any Vote Center on Election Day.
Ahora puede votar en cualquier Centro de Votación el Día de la Elección.

Vote Center	Address
Centro de Votación	Dirección
<u>El Paso County Northwest Annex</u>	<u>435 E. Vinton Rd. 79821</u>
<u>Canutillo Middle School</u>	<u>7311 Bosque Rd. 79835</u>
<u>Canutillo Elementary School</u>	<u>651 Canutillo Ave. 79835</u>
<u>Clint ISD Early College Academy</u>	<u>13100 Alameda Ave. 79836</u>
<u>Rio Valle Woman's Club</u>	<u>521 Mike Maros St. 79838</u>
<u>City of San Elizario Municipal Court</u> **Replaced San Elizario Fire Rescue	<u>12004 Socorro Rd. Suite B, 79849</u>
<u>W.E. Neill Community Center</u>	<u>19210 Cobb Ave. 79853</u>
<u>Enrique Moreno County Courthouse</u>	<u>500 E. San Antonio Ave. 79901</u>
<u>Congressman Silvestre & Carolina Reyes School</u>	<u>7440 Northern Pass Dr. 79911</u>
<u>El Paso Community College-Mission Del Paso</u>	<u>10700 Gateway Blvd E. 79927</u>
<u>H.D. Hilley Elementary School</u>	<u>693 N. Rio. Vista Rd. 79927</u>
<u>Chayo Apodaca Community Center</u>	<u>341 N. Moon Rd. 79927</u>
<u>Robert R. Rojas Elementary School</u>	<u>500 Bauman Rd. 79927</u>
<u>Escontrias Elementary School</u>	<u>205 Buford Rd. 79927</u>
<u>Campestre Elementary School</u>	<u>11399 Socorro Rd. 79927</u>
<u>Desert Wind K-8 School</u>	<u>1100 Colina De Paz Dr. 79928</u>
<u>Dr. Sue A Shook Elementary School</u>	<u>13777 Paseo Del Este Blvd. 79928</u>
<u>Eastlake High School</u>	<u>13000 Emerald Pass Ave. 79928</u>
<u>Aqua Dulce Community Center</u>	<u>15371 Kentwood Ave. 79928</u>

Vote Center

Centro de Votación

Address

Dirección

Fire Station #2111 E. Borderland Rd. 79932

Note: Vote Centers are subject to change at any time. Click on an address for directions via Google Maps or click on a location name to view a picture to that specific site. For more election information visit epcountyvotes.com or call **(915) 546-2154**.

*Nota: Centros de Votación están sujetos a cambio en cualquier momento. Para ver mapa del lugar, presione en la dirección del Lugar de Votación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre del Centro de Votación de su preferencia. Para más información visite es.epcountyvotes.com o llame al **(915) 546-2154**.*

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Debra Kerney, Associate Superintendent & Julie Melendez, Program Compliance Director

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





OFFICE OF THE ASSOCIATE SUPERINTENDENT #BestSmallDistrictinTexas

The district has been very judicious in saving instructional minutes in order to have time available in case of emergencies or other district needs. Because we have been able to avoid closures due to weather or other reasons, we currently have 2,250 excess minutes which makes the consideration for last day change possible. A day of instruction is 450 minutes, allowing 1800 minutes remaining for late entries due to high school testing and any other emergencies.

Previous administration reserved June 5th at 2 p.m. for graduation, but because this date occurs after CHS instructional staff is off-contract, administration inquired with UTEP regarding the possibility of May 31st, 2024 (Teacher Work Day), but this date was unavailable.

Alternate dates offered by UTEP were as follows:

Friday, May 24th, 2024 - this (would impact seniors completing minutes)
Thursday, May 30th (9 am- 10 am) - This is the date that was ultimately selected
June 1st, 5th, 6th or 7th - The challenge with these dates is that instructional staff would be off-contract.

May 30th was ultimately selected because it is within the teacher work calendar and student academic calendar. Currently, May 30th is the last day of school for students and CHS will require substitute teachers and administrative supervision perhaps from other campuses as generally, all administrative staff and teachers go to graduation. We can also avoid student excessive absences that would negatively impact ADA.

May 30th would become a teacher workday for those teachers who do not attend graduation.

An alternate venue was considered, but the only possibilities were CHS Stadium and Southwest Stadium. Weather conditions would be factors in either of these outdoor scenarios. In previous years, the CHS Stadium was used, but there were health/safety concerns due to the heat. Additionally, there were ample technical issues.

If this date is approved, Frontline will make the adjustments in TEAMS to reflect our calendar for all schools accordingly.

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

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

P: (915) 877-7481
F: (915) 877-7522
canutillo-isd.org



Texas Education Agency A-Rated Three Years in a Row.

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

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