

# Agenda of Regular Meeting

## The Board of Trustees Canutillo ISD

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A Regular meeting of the Board of Trustees of Canutillo ISD will be held December 9, 2008, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. General Functions
  - A. Call to Order
  - B. Roll Call
  - C. "Pledge of Allegiance to the United States Flag" 3
  - D. "Texas Pledge of Allegiance" 4
  - E. "CISD Mission Statement" 5
  - F. Approval of Minutes
    1. Regular Board Meeting 11/12/08 6
    2. Special Work Session Meeting 11/22/08 20
  - G. Communications
    1. General Comments Portion
    2. Complaints Portion
  - H. Board of Trustee Business
    1. District recognition of Alyssa Garcia and Deborah Leal - Garcia Elementary School Students, winners of annual holiday card art contest
    2. Review of December Calendar of Events 22
  - I. Committee Reports
    1. Finance/Audit/Facilities/Planning Committee - Mrs. Sanchez, Chairperson (December 3)
  - J. Consent Agenda
    1. Approval of 2008~2009 Audit Plan 23
    2. Approval of Agreement with Health Services of Mountain View 24
    3. Approval of Budget Amendments 45
    4. Attendance, Financial and Warrant List for November 1-30, 2008 in the amount \$1,207,779.74 51
  - K. Reports
    1. Report from attorney on pending legal matters (executive or closed session)
    2. DAC Formative Report- D. Clevenger
2. Instruction and Student Affairs
  - A. Request for implementation of classes - "Spanish as a Second Language" - Mr. John Joyner, Jr. 55
3. Personnel

A.	Request for Level III Grievance by Alicia Nunez	
B.	Administrative Personnel Actions (no Board action required - information item only)	57
1.	Superintendent approved employment of personnel (no Board action required)	
2.	Superintendent approved position changes for personnel (no Board action required)	
3.	Superintendent acceptance of resignations from personnel (no Board action required)	
4.	Superintendent acceptance of requests for retirement	
4.	Business and Finance	
A.	Renewal of agreement with GECU (Greater El Paso Credit Union)	59
B.	Award of RFP #09-04 Modular Science Lab Plumbing & Mechanical	69
C.	Acceptance of donations to Canutillo ISD	70
5.	Administration	
A.	Request to waive public use section of GKD (Local) to allow City of El Paso to conduct a public meeting in CHS Auditorium @ 6:00 p.m. The purpose of the meeting is to discuss the Upper Valley Traffic Study	72
6.	Adjournment	

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



### ***Pledge of Allegiance to the United States Flag***

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

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



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



# **MISSION STATEMENT**

**Canutillo I.S.D. will be a model of quality education to assure all students graduate on time and are prepared for higher education to become productive and responsible citizens.**

**MINUTES**  
**CANUTILLO INDEPENDENT SCHOOL DISTRICT**  
**PUBLIC MEETING OF THE BOARD OF TRUSTEES**

**MEMBERS**

								Regular Meeting Board of Trustees	
								Wednesday, November 12, 2008 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								<b>Item:</b>	<b>Reference:</b>
	MRS. CAZARES	MR. CORONADO	MRS. GONZALEZ	MRS. JORDAN	MRS. QUINTANA	MR. RODRIGUEZ	MRS. SANCHEZ		
Present	X	X	X	X	X	X	X	<p>1. General Functions</p> <p>A. Call to Order at 6:10 p.m.</p> <p>B. Roll Call - Mr. Arellano and Mr. Lerma were absent. Mrs. Sanchez called that she was running late. Mr. Frieze was present.</p> <p>Mr. Coronado requested a moment of silence in honor of Veteran’s Day for the many contributions from the men and women who are serving and have served in the Armed Forces.</p> <p>C. "Pledge of Allegiance to the United States Flag" 5</p> <p>D. "Texas Pledge of Allegiance" 6</p> <p>Mr. Coronado requested that the Veterans in the audience come to the front and lead the group in reciting the Pledge of Allegiance and the Texas Pledge of Allegiance.</p> <p>E. "CISD Mission Statement" 7</p> <p>Mrs. Shonda Jordan read the CISD Mission Statement into the record:</p> <p><i>Canutillo I.S.D. will be a model of quality education to assure all students graduate on time and are prepared for higher education to become productive and responsible citizens.</i></p>	





**MINUTES**  
**CANUTILLO INDEPENDENT SCHOOL DISTRICT**  
**PUBLIC MEETING OF THE BOARD OF TRUSTEES**

**MEMBERS**

	MRS. CAZARES	MR. CORONADO	MRS. GONZALEZ	MRS. JORDAN	MRS. QUINTANA	MR. RODRIGUEZ	MRS. SANCHEZ	<p>Regular Meeting Board of Trustees</p> <p>Wednesday, November 12, 2008 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas</p>	
								<b>Item:</b>	<b>Reference:</b>
								<p>As a result of said election, and in conformity with law, this Board of Trustees hereby declares that the following persons received the highest number of votes for the four (4) at-large positions and are elected as members of this Board of Trustees:</p> <p style="text-align: center;">Armando (Mando) Rodriguez Leticia E. Gonzalez Rachel Mendoza Quintana Monica J. Cazares</p> <p>Motion to approve the Order Canvassing Returns and Declaring Election Returns was made by Mr. Rodriguez. The motion was seconded by Mrs. Jordan.</p> <p><u>Voting in favor of the motion:</u> Mr. Coronado, Mr. Fietze, Mrs. Jordan and Mr. Rodriguez</p> <p><u>Voting against the motion:</u> None</p> <p>Mr. Baskind requested that the record reflect that two of the newly elected members (Mrs. Gonzalez and Mrs. Quintana) were employed by the school district. These individuals tendered their resignation as employees of the school district prior to the canvassing of the election returns therefore making them eligible to serve as Board Members.</p>	<p>Reg. Board Mtg. Minutes Page 4</p>



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Ayes	X		X	X	X	X	X	Nomination of Mrs. Shonda Jordan for President passed.	
Nays		X							
Abstain									
								b. Vice-President	
								Mrs. Jordan opened the floor for nominations for the Office of Vice-President. Mrs. Quintana nominated Yvonne Sanchez for Vice-President.	
Motion			X					Motion for nominations for the Office of Vice-President cease, passed.	
Second					X				
Ayes	X	X	X	X	X	X	X		
Nays									
Abstain									
Ayes	X	X	X	X	X		X	Nomination of Yvonne Sanchez for Vice-President passed.	
Nays							X		
Abstain									
								c. Secretary	
								Mrs. Jordan opened the floor for nominations of Secretary. Mrs. Sanchez nominated Rachel Mendoza Quintana for the Office of Secretary. No other nominations were heard.	Reg. Board Mtg. Minutes Page 6

**MINUTES**  
**CANUTILLO INDEPENDENT SCHOOL DISTRICT**  
**PUBLIC MEETING OF THE BOARD OF TRUSTEES**

**MEMBERS**

MEMBERS								Regular Meeting Board of Trustees	
	MRS. CAZARES	MR. CORONADO	MRS. GONZALEZ	MRS. JORDAN	MRS. QUINTANA	MR. RODRIGUEZ	MRS. SANCHEZ	Wednesday, November 12, 2008 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								<b>Item:</b>	<b>Reference:</b>
Ayes	X	X	X	X	X	X	X	Nomination of Rachel Mendoza Quintana for the Office of Secretary passed.	
Nays									
Abstain									
								<p style="text-align: center;">5. Appointment of Board Members to Special Board Committees:</p> <p style="margin-left: 40px;">a. Finance/Audit/Facilities/Planning Committee</p> <p style="margin-left: 40px;">b. Personnel/Policy Committee</p> <p style="margin-left: 40px;">c. Instruction/Student Services Committee</p> <p>Mrs. Jordan, President stated that she would apprise the members of assignments at a later date in the “Friday” packet.</p> <p style="text-align: center;">6. Review of Policy BBF(Local) Board Ethics</p> <p>Mrs. Cazares and Mr. Rodriguez read the Board Ethics into the record:</p> <p><i>As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:</i></p> <p style="text-align: center;"><i>Equity in Attitude</i></p> <ul style="list-style-type: none"> <li>• <i>I will be fair, just, and impartial in all my decisions and actions.</i></li> <li>• <i>I will accord others the respect I wish for myself.</i></li> <li>• <i>I will encourage expressions of different opinions and listen with an open mind to others’ ideas.</i></li> </ul>	26
									Reg. Board Mtg. Minutes Page 7





**MINUTES**  
**CANUTILLO INDEPENDENT SCHOOL DISTRICT**  
**PUBLIC MEETING OF THE BOARD OF TRUSTEES**

**MEMBERS**

								Regular Meeting Board of Trustees	
								Wednesday, November 12, 2008 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								<b>Item:</b>	<b>Reference:</b>
	MRS. CAZARES	MR. CORONADO	MRS. GONZALEZ	MRS. JORDAN	MRS. QUINTANA	MR. RODRIGUEZ	MRS. SANCHEZ		
Motion						X		I. Committee Reports	
Second								1. NONE	
Ayes	X	X	X	X	X	X	X	J. Consent Agenda	29
Nays								1. Approval of District Award for Teacher Excellence (DATE) Grant Incentive Plans for CHS, CMS and AMS	
Abstain								Motion for approval of District Award for Teacher Excellence (DATE) Grant Incentive Plans for CHS, CMS and AMS, passed.	
								K. Reports	
								1. Attendance, Financial and Warrant List for October 1-31, 2008 in the amount \$1,140,642.36	36
								There was a considerable amount of discussion on this item. Mrs. Sanchez had numerous questions regarding the warrant list. She questioned body work to a school vehicle which had been involved in an accident. She wanted to know who was liable for the damage to the vehicle, the district or the employee. Mr. Reza informed her that the employee was suspended without pay for three days. Mrs. Sanchez had questions and comments regarding charges for a board member during a recent out-of-town trip for training. Mrs. Sanchez wanted her comments reflected into the record.	Reg. Board Mtg. Minutes Page 10

**MINUTES**  
**CANUTILLO INDEPENDENT SCHOOL DISTRICT**  
**PUBLIC MEETING OF THE BOARD OF TRUSTEES**

**MEMBERS**

Regular Meeting Board of Trustees									
Wednesday, November 12, 2008 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas									
	MRS. CAZARES	MR. CORONADO	MRS. GONZALEZ	MRS. JORDAN	MRS. QUINTANA	MR. RODRIGUEZ	MRS. SANCHEZ	<b>Item:</b>	<b>Reference:</b>
Motion						X		<p>Motion to approve the attendance, financial and warrant list for October 1-31, 2008 in the amount \$1,140,642.36, failed.</p> <p>The following board members abstained from approval of the warrant list, specifically as follows:</p> <p>Sergio Coronado                      Page 11  Armando Rodriguez                  Page 11  Yvonne Sanchez                        Page 11</p> <p>Mr. Baskind and Mr. Coronado cautioned the Board on not approving the warrant list. Mr. Baskind explained that it places the district in jeopardy because these are items that need to be paid by the district. Mr. Baskind stated that Board Members were free to change their vote prior to the formal announcement of whether the motion passed or failed. Mrs. Sanchez along with the other members voiced a desire to change their vote. A new vote was taken on the motion for approval.</p>	
Second		X							
Ayes	X	X				X			
Nays			X	X	X		X		
Abstain									
Ayes	X	X	X	X	X	X	X	<p>Motion to approve the attendance, financial and warrant list for October 1-31, 2008 in the amount \$1,140,642.36 (Mr. Coronado abstained from an item for himself on page 11, Mrs. Jordan voted no to an item on page 93, Mrs. Quintana voted no to an item on page 93, Mr. Rodriguez abstain from an item for himself on page 11, Mrs. Sanchez abstain from an item for herself on page 11 and voted no to an item for a board member for \$903.15 on page 93) passed.</p> <p style="text-align: center;">2.      Other Reports  a.        NONE</p>	Reg. Board Mtg. Minutes Page 11
Nays									
Abstain									

**MINUTES**  
**CANUTILLO INDEPENDENT SCHOOL DISTRICT**  
**PUBLIC MEETING OF THE BOARD OF TRUSTEES**

**MEMBERS**

	MRS. CAZARES	MR. CORONADO	MRS. GONZALEZ	MRS. JORDAN	MRS. QUINTANA	MR. RODRIGUEZ	MRS. SANCHEZ		<p>Regular Meeting Board of Trustees</p> <p>Wednesday, November 12, 2008 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas</p>	
									<b>Item:</b>	<b>Reference:</b>
									<p>2. Instruction and Student Affairs</p> <p style="padding-left: 20px;">A. NONE</p> <p>3. Personnel</p> <p style="padding-left: 20px;">A. Administrative Personnel Actions (no Board action required - information item only)</p> <p style="padding-left: 40px;">1. Superintendent approved employment of personnel (no Board action required)</p> <p>Dr. Padilla approved employment of personnel:</p> <p>Roberto Saenz                      Maintenance Worker, Effective 10/22/08</p> <p>Ruben Salinas                      Mechanic, Effective 11/3/08</p> <p>Jose Sanchez                      District Custodial Supervisor, Effective 10/27/08</p> <p>Laura Aida Yee                      Migrant Assistant, CHS, Effective 11/3/08</p> <p style="padding-left: 40px;">2. Superintendent approved position changes for personnel (no Board action required)</p> <p>Dr. Padilla approved position changes for personnel:</p> <p>LuAnn Escobar                      Testing Coordinator, to Interim School Resources Executive Director, Effective 10/14/08</p>	<p>39</p> <p>Reg. Board Mtg. Minutes Page 12</p>



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	MRS. CAZARES	MR. CORONADO	MRS. GONZALEZ	MRS. JORDAN	MRS. QUINTANA	MR. RODRIGUEZ	MRS. SANCHEZ		
Motion								B. Award of RFP #09-02 Door & Related Hardware Replacement	42
Second		X				X		Motion to approve, passed.	
Ayes	X	X	X	X	X	X	X		
Nays									
Abstain									
								5. Administration	
								A. NONE	
								6. Adjournment	
								Adjournment of the public meeting at 9:25 p.m. was passed by unanimous consent.	
									Reg. Board Mtg. Minutes Page 14

**MINUTES**  
**CANUTILLO INDEPENDENT SCHOOL DISTRICT**  
**PUBLIC MEETING OF THE BOARD OF TRUSTEES**

**MEMBERS**

								Special Work Session Board of Trustees	
								Saturday, November 22, 2008 Canutillo ISD Administration Office 7965 Arcraft – El Paso, Texas	
								<b>Item:</b>	<b>Reference:</b>
		MRS. CAZARES							
		MR. CORONADO							
		MRS. GONZALEZ							
		MRS. JORDAN							
		MRS. QUINTANA							
		MR. RODRIGUEZ							
		MRS. SANCHEZ							
Present	X		X	X	X		X		
								<p>1. General Functions</p> <p>A. Call to Order</p> <p>B. Roll Call (Mr. Coronado and Mr. Rodriguez were not present.)</p> <p>C. Board of Trustee Business</p> <p>1. Local District Orientation</p> <p style="padding-left: 20px;">a. Policies and Procedures</p> <p style="padding-left: 20px;">b. District Goals and Priorities</p> <p>2. Board Operating Procedures</p> <p>3. Board Calendar and Training Plan</p> <p>Dr. Pam Padilla, Superintendent provided the training/presentation to the Board on each item. No formal action was taken.</p> <p>2. Instruction and Student Affairs</p> <p>A. NONE</p> <p>3. Personnel</p> <p>A. NONE</p> <p>4. Business and Finance</p> <p>A. NONE</p>	



**CANUTILLO ISD  
BOARD OF TRUSTEES  
ANTICIPATED AGENDA ITEMS  
2008-2009**

**STANDARD AGENDA ITEMS-----**

Minutes	Financial Statements
District Recognition/ Appreciation	School Enrollment/Attendance Report
Budget Amendments	Board Committee Reports
Thirty Minute Open Forum	Closed Session
Superintendent's Report	

**DECEMBER-----**

Action Items

Budget for Board Goals & Priorities for Coming School Year

Other Items

“Pre-evaluation” of Superintendent (Report on District Status)

Board Self-assessment

DAC Report (formative)

Review of Campus Report Cards

Assignment of Board Members to Standing Committees

Important Dates

Pearl Harbor Day (Dec. 7)

Human Rights Day (Dec. 10)

Bill of Rights Day (Dec. 15)

Christmas (Dec. 25)

Events

Board Christmas Dinner

School Board Photograph

**CANUTILLO INDEPENDENT SCHOOL DISTRICT  
INTERNAL AUDIT PLAN  
SCHEDULED AUDIT PROJECTS FOR 2008-2009**

Period	Audit Area	Estimated Budgeted Hours
<b>First Quarter</b>		
January - March		
	Admin/Unscheduled	40
	Food Service - Personnel/Payroll	250
	Follow-up Reviews	40
<b>Total First Quarter</b>		330
<b>Second Quarter</b>		
April - June		
	Textbook Audit	250
	Follow-up Reviews	40
	Admin/Unscheduled	70
<b>Total Second Quarter</b>		360
<b>Third Quarter</b>		
July - September		
	E-Rate	300
	Follow-up Reviews	52
	Admin/Unscheduled	68
<b>Total Third Quarter</b>		420
<b>Fourth Quarter</b>		
October - December		
	E-Rate...continued	50
	Payroll/Ck Distribution	40
	Admin/Unscheduled	68
	Follow-up Reviews	60
<b>Total Fourth Quarter</b>		218
<b>Total Available Audit Hours for the 2008-2009</b>		1328

**CANUTILLO INDEPENDENT SCHOOL DISTRICT  
OFFICE OF THE SUPERINTENDENT  
POST OFFICE BOX 100  
CANUTILLO, TEXAS 79835**

Agenda Item: 1.J.2 Date: 12-9-08

Subject: Approval of Agreement with Health Services of Mountain View Care Center

Presented By: Patricia Araujo/Larry Baskind Consent Agenda:

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**ACTION**  
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**1. BACKGROUND INFORMATION**

This contract is approved on a yearly basis. CHS students enrolled in HOSA work at Mountain View Care Center. Mr. Baskind has reviewed the agreement.

**2. SUPERINTENDENT RECOMMENDATION**

Recommend approval of the agreement

**3. BOARD ACTION REQUESTED:**

Motion to approve the agreement with Health Services of Mountain View Health Care Center as recommended by the Superintendent.

MOTION: \_\_\_\_\_ SECOND: \_\_\_\_\_

FOR: \_\_\_\_\_ AGAINST: \_\_\_\_\_

## **DISTRICT/AFFILIATE AGREEMENT**

Agreement made this \_\_\_\_\_ of November, 2008 between the Canutillo Independent School District, P.O. Box 100, Canutillo, Texas 79835, hereinafter referred to as "District" and Health Services of Mountain View Health Care Center, 1600 Murchison, El Paso, Texas 79902, hereinafter referred to as "Affiliate."

### **RECITALS**

It is the desire of both parties that students enrolled at Canutillo High School Health Science Technology (HST) be provided the benefit of educational facilities at Health Services of Mountain View Health Care Center for practical experience in clinical services and procedures.

It is mutually beneficial to both the District and the Affiliate that students be afforded opportunities for clinical education as outlined in this Agreement.

### **AGREEMENTS**

1.01. The respective duties and obligations of the parties hereto shall commence upon the date of execution of this agreement and shall continue for a period of one year.

1.02. The term of this agreement shall be renewed each year unless cancelled by either party by informing the other in writing of its intention not to renew this agreement at least thirty (30) days prior to the termination of this agreement.

### **RESPONSIBILITY OF DISTRICT**

2.01. It shall be the responsibility of the District to plan and conduct a coordinated educational program for the clinical instruction of its Health Science Technology (HST) students with the Affiliate.

2.02. The District will provide qualified, registered instructors for all general and/or supporting course work as prescribed in the Health Science Technology (HST) curriculum.

2.03. The District will provide administrative services to include student admissions, scheduling, attendance, and maintenance of achievement records for all students.

2.04. The District agrees that all of its instructors and students will abide by the policies and regulation of the Affiliate while using its facilities.

2.05. The Health Science Technology faculty of the District will supervise the students and provide suitable clinical experience situations in patient care as prescribed by the adopted curriculum. Affiliate shall accept the students assigned to the Program by District and cooperate in

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

2.06. In cooperation with the Affiliate's designated representative, the District will familiarize the students and instructors with the Affiliate's facilities, procedures, personnel policies, standards, and code of ethics.

2.07. The District will furnish each semester to the Affiliate's designated representative a rotation plan of students setting forth the number of participating students, the date and hour, and the assigned area where the students will be participating. Any changes in the plan will be immediately brought to the attention of the same.

2.08. The District shall provide evidence of tuberculin testing for students and instructors.

2.09. Professional liability insurance shall be carried by District students and instructors for the entire period of this agreement, and copy of the certificate of insurance will be provided to the Affiliate indicating effective date, limits of coverage and other pertinent data. Affiliate shall be notified of any changes or termination in coverage. The District hereby agrees to maintain said malpractice insurance the limits of which shall not be less than \$1,000,000 per student for each claim and \$1,000,000 per student aggregate.

### **RESPONSIBILITY OF AFFILIATE**

3.01. Affiliate shall accept Health Science Technology (HST) students from the Canutillo's Health Science Technology (HST) Program for clinical experience during agreed upon time as outlined in 2.07 and 4.01.

3.02. Affiliate shall make available to the District such use of classrooms, libraries and teaching aids as may be necessary for the implementation, training, and education of the students during the clinical phase of the program/course at no cost to the District.

3.03. The Affiliate shall make available patient care facilities, charts, medical records, equipment and supplies normally used by the Affiliate as may be necessary for clinical instruction of the Affiliate.

3.04. The Affiliate shall provide suitable clinical experience insofar as possible based on the availability of patients, sufficient number of personnel, and clinical materials recognizing the possible necessity of transferring students to other agencies which can provide experience in specific clinical services in the event of the unavailability of the above.

3.05. The Affiliate shall provide qualified licensed/registered health care professionals directly supervising each clinical area utilized for education purposes at no cost to the District.

3.06. The Affiliate will observe the District's calendar of vacation and holiday for the students.

3.07. The parties agree the Affiliate retains ultimate responsibility for the care of patients in the Affiliate.

3.08. The Affiliate shall provide Medical Emergency Care up to the limit of Affiliate's ability to provide emergency care for accidents and illnesses which occur while the student is at the Affiliate; it is understood that the Affiliate assumes no financial responsibility for the provision of such care which remains the obligation of the student. It is expressly understood that the students are not covered under the Affiliate's insurance coverage normally applicable to employees. Students will be subject to the normal admissions procedures common to all patients of the Affiliate.

3.09. All employees of Affiliate supervising or providing teaching assistance to students shall undergo criminal history checks in compliance with Section 22.0834, Texas Education Code.

#### **STUDENTS**

4.01. Assignment and scheduling to students will be by mutual agreement between both parties hereto at least thirty (30) days in advance of the beginning of each new semester.

4.02. A student in the Health Science Technology (HST) Program may be dismissed from Affiliate participation by the administrator of the Affiliate for cause that is reasonable and has been documented in writing.

4.03. No stipend shall be paid to the students by the Affiliate.

#### **AUTHORIZED PERSONNEL**

5.01. The Affiliate shall instruct its personnel that only duly authorized persons may instruct, order, or direct District students or instructors, and that unless so authorized, such personnel shall not instruct, order or direct students or instructors. Personnel receiving such authorization shall be instructed that the students are undergoing a learning experience and shall not be expected, instructed, ordered or directed to perform functions beyond the level of training previously received.

#### **LAW GOVERNING CONTRACT**

6.01. This agreement shall be construed under and in accordance with the law of the State of Texas, and all obligations of the parties created hereunder are performable in El Paso County, Texas.

6.02. This Agreement may be terminated in whole or in part by either party giving a full thirty (30) days notice in writing to the other party. Such notice shall be sent by certified mail, return receipt requested, to the address of the respective parties listed above. However, such termination shall not take effect with regard to students already enrolled until such time as those students have completed their respective courses.

6.03. This Agreement constitutes the entire agreement of the parties and supersedes all prior agreements and understandings and may be amended or supplemented only by an instrument in writing and signed by the parties.

6.04. If any provision of this agreement shall be held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality or enforceability of the remaining provisions shall not in any way be affected or impaired.

6.05. This agreement, its rights, duties and responsibilities may not be assigned without the prior written agreement of the parties.

6.06. By entering into this agreement, the School District does not waive its governmental immunity or any defenses to claims of any persons under applicable law. No provision of this agreement is a consent to suit by the School District.

EXECUTED at El Paso, Texas on the day and year above mentioned.

ATTEST:  
DISTRICT:

AFFILIATE:

\_\_\_\_\_  
Dr. Pam Padilla, Superintendent  
Canutillo Independent School District

\_\_\_\_\_  
Rocky Ruelas, Administrator  
Mountain View Health Care Center

\_\_\_\_\_  
John Kersey, Director of Nursing  
Mountain View Health Care Center

**RIDER TO**  
**IHS OF HANOVER HOUSE, INC. d/b/a**  
**MOUNTAIN VIEW HEALTHCARE CENTER**  
**DISTRICT/AFFILIATE AGREEMENT**

THIS RIDER TO THE DISTRICT/AFFILIATE AGREEMENT ("Rider") is entered into this \_\_\_\_ day of November, 2008 by and between Canutillo Independent School District, ("School") and IHS of Hanover House, Inc. d/b/a Mountain View Healthcare Center ("Facility"). As used herein the term "Party" shall refer to "Facility" or "School". As used herein the term "Parties" shall refer collective to "Facility" and "School". As used herein the term "Agreement" shall refer to the District/Affiliate Agreement executed simultaneously herewith between the Parties.

**WITNESSETH:**

**WHEREAS**, concurrent with execution of this Rider, Facility and School desire to cooperate for the purpose of implementing a program to provide clinical experience for students enrolled at School; and

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

**I. Clinical Education**

1.1 The Parties will work together to implement a program of clinical experience in: the occupational therapy assistance program.

- (a) the number of School students participating in the Program;
- (b) the required number of contact hours at Facility;
- (c) the clinical areas to be used by the students; and
- (d) the maximum number of excused absences each student shall have.

Clinical training of Students is conducted under supervision and in accordance with the mutually accepted philosophy and objectives of the School and Facility.

1.1 Students will adhere to the rules and regulations of School and Facility, including the departmental rules and regulations of Facility's nursing staff. Facility will furnish School with all appropriate rules and regulations in order that this information can be disseminated to Students or Facility may conduct an orientation for Students prior to the commencement of their clinical experience.

1.2 Facility in its sole discretion without notice to School has the right to dismiss a student and terminate Student's access to Facility at any time.

1.3 Students shall not be or be deemed to be servants or employees of Facility and shall be or be deemed as invitees of Facility during normal affiliation hours.

1.4 Students shall be responsible for their own transportation to and from School and Facility.

1.5 Students may not have access to Facility for other than Program instruction, unless permission has been obtained from appropriate Facility personnel and Facility supervision is present.

1.6 Students must obtain prior written approval of School and Facility before publishing any material relating to the program experience.

## 2. **Engagement; Responsibilities of School**

2.1 School shall assign only those Students who have satisfactorily completed the required course of study up to the current affiliation period, and who must meet School's and Facility's standards of maturity, health and ability.

2.2 Prior to the start of each Student's rotation, School shall provide information to Facility relevant to Student's clinical affiliation, covering level of training and previous clinical experience.

2.3 School shall maintain general responsibility for didactic instruction, academic evaluate and related academic matters concerning Student participation in the Program.

2.4 School shall provide adequate written information regarding number of Students and the clinical experiences needed.

2.5 **Facility's Standards of Conduct:** By signing this Agreement, School hereby acknowledges and understands that Facility has implemented a compliance program governing the conduct of all the employees of Facility. School further acknowledges that it has received a copy of Facility's Standards of Conduct (a copy of which is attached hereto as Exhibit "A" and referred to as "Standards") and School will ensure that each of its employees who have any business dealings with Facility receives a copy of the Standards for reference.

## 3. **Responsibilities of Facility**

3.1 Facility shall have no obligation to pay compensation or to furnish meals to students or faculty members of School.

3.2 Facility shall provide conference space and classrooms to the extent of availability and feasibility through mutual planning as determined by the Facility.

#### 4. Termination

4.1 Immediate Termination by Facility: Facility may terminate this Agreement immediately by written notice to School (such termination to be effective upon School's receipt of such notice) upon the occurrence of any of the following events:

- (i) School not obtaining and/or maintaining a current, valid and unrestricted license to operate as a clinical teaching establishment.
- (ii) If for any reason School is unable to provide services called for herein for a period of fifteen (15) consecutive days.
- (iii) School conducting itself in an unprofessional, unethical or fraudulent manner, and if, in the opinion of the Facility, such conduct discredits Facility or is detrimental to the reputation, character and standing of Facility.
- (iv) Conduct which affects the quality of professional care provided to residents or the performance of duties required hereunder and which would, in the fair and reasonable judgment of Facility, be deemed prejudicial to the best interest and welfare of the Facility and/or its residents.

4.3 Immediate Termination By Either Party: Either party may terminate this Agreement immediately by written notice to the other party. (Such termination to be effective upon the other party's receipt of such notice.) Upon the occurrence of the following events:

- (i) Material breach of this Agreement by School or Facility at the option of the non-breaching party, including the failure of either party to perform or observe any of the terms and provisions of this Agreement. The breaching party shall have the chance to cure or remedy within thirty (30) days of the breach.
- (ii) Adjudication of the other party as a bankrupt, liquidation of the other party for any purpose, or appointment of a receiver to take charge of the other party's affairs, provided each appointment remains undischarged for sixty (60) days.

5. **Parties' Representations, Warranties and Covenants:**

Each party represents, warrants and covenants to the other as follows:

5.1 **Organization and Authority:** It is duly organized, validly existing and in good standing under the laws of its state of organization and has all requisite power and authority to conduct its business as presently conducted. This Agreement has been duly executed and delivered by it and constitutes a valid and binding obligation enforceable against it in accordance with its terms.

5.2 **Qualifications:** It, and its employees providing services under this Agreement (if applicable), possess and at all times during the term of this Agreement shall maintain in effect, all approvals, authorizations, licenses, permits and certifications required by applicable federal and state laws and regulations to perform the services contemplated hereunder.

6. **Compliance With Laws:**

School agrees that the services provided by it under this Agreement shall be provided in compliance with all applicable federal, state, and local laws, rules and regulations, the standards and recommendations of the JCAHO and CARF, and all applicable rules and regulations of any third party reimbursement payors.

A. **General:**

Nothing in this Agreement or in connection herewith (1) contemplates, requires or shall require or contemplate the referral of any resident/patient or the purchase, or lease of any item or service from one party or any affiliate of such party by the other party or any affiliate of the other party; or (2) shall be construed as an offer or payment by one party or any affiliate of such party to the other party or any affiliate of the other party of any cash or other remuneration, whether directly or indirectly, overtly or covertly, specifically for resident referrals or for recommending or arranging the purchase, lease or order of any item or service. Both parties shall render all healthcare services in accordance with its professional judgment and all ethical standards.

B. **Severability:**

In the event that any clause or provision of this Agreement is determined to violate or reasonably could be construed to violate the Anti-Kickback Statute, the Criminal and Civil False Claims Act, the Federal Self-Referral Statute (Stark I and Stark II), the Criminal False Statement Act, or any other provision relating to the fraud and

abuse compliance obligations of providers participating in the Medicare and/or Medicaid programs, and is not amended in accordance with the provisions of Section Supervening Law that provision or clause shall be deemed unenforceable and invalidated. Upon invalidation of a provision or clause of the Agreement pursuant to this section, the parties shall exercise their best efforts to renegotiate the Agreement to comply with the requirements of law, amending the Agreement. If the parties fail to reach such an accommodation after thirty (30) days following a written request by either of the parties to discuss such an accommodation, then either party may terminate this Agreement upon thirty (30) days written notice, with no further obligations, financial or otherwise, to the other party.

C. Supervening:

If the governmental agencies (or their representatives) which administer Medicare or Medicaid, any other payor, or any other federal, state or local government or agency passes, issues or promulgates any law, rules, regulation, standard or interpretation, including standards and interpretations of existing law, or any court of competent jurisdiction renders any decision or issues any other pronouncement, at any time while this Agreement is in effect, which prohibits, restricts, limits or in any way substantially changes the method or amount of compensation or payment for services rendered under this Agreement, which prohibits, restricts, limits or in any way substantially changes either the School services or the professional services to be rendered to residents under this Agreement, or which otherwise significantly affects either party's rights or obligations hereunder, or which results in the Agreement or any provisions of the Agreement being construed as violative of the Anti-Kickback Statute, the Criminal and Civil False Claims acts, the Criminal False statement act, the Federal Self-Referral Statute ("Stark I or Stark II"), criminal mail and wire fraud, healthcare fraud, and/or any other potential violation of federal, state, or local law, or which could reasonably result in such a construction, then either party may give the other notice of intent to amend this Agreement to the satisfaction of both parties, to compensate for such prohibition, restriction, limitation or change. If this Agreement is not so amended in writing within thirty (30) days after notice of required amendment is delivered to the other, this Agreement shall terminate as of midnight on the thirtieth (30th) day after said notice was delivered.

D. Access To Books and Records

In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 and the regulations promulgated thereunder ("Section 952"), 42 U.S.C. §1395 k(v)(1)(I). 42 C.F.R. §420.302, are applicable to this Agreement, then during the term of this Agreement and until the expiration of four (4) years after the furnishing of services by School under this Agreement, School shall comply with any and all requests by the Comptroller General of the United States, the Secretary of the Department of Health and

Human Services ("HHS"), and their duly authorized representatives for access to this Agreement, and to such books, documents, and records of School that are necessary to certify the nature and extent of the cost of services provided by School under this Agreement. The access must be provided in accordance with the provisions of Section 952. School shall notify Facility immediately of any requests made pursuant to this provision.

E. **HIPAA:**

School acknowledges and agrees that Facility is a "Covered Entity" as that term is defined under the regulations implementing the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (the regulations and statutes are hereinafter referred to as "HIPAA"), and is therefore subject to the applicable requirements set forth therein, including, but not limited to, the requirements to enter into certain contracts with their "business associates," as that term is defined under HIPAA. School acknowledges that it is acting on behalf of Facility when providing its services under the terms of this Agreement and, therefore, as required under HIPAA, School agrees to adhere to the terms of the "business associate" requirements with respect to protected health information under the terms and conditions set forth in the Business Associate Agreement Addendum attached hereto as Exhibit B. Facility, in its sole discretion may permit School upon its written request, to de-identify data and information it receives, creates or otherwise maintains in connection with this Agreement so that it is not individually identifiable health information or otherwise does not constitute protected health information as defined under HIPAA.

F. **Professional/Resident Relationship**

No provision of this Agreement shall be construed so as to restrict in any respect any resident's (or his or her legal representative's) right to complete freedom of choice as to utilization of the services of School or any other health professional.

7. **Insurance**

The insurance coverage for the Facility for the year 2008, only, for Professional Liability and General Liability are \$100,000 per occurrence, with a \$500,000 aggregate for its approximate thirty (30) sister facilities with a \$10,000 deductible.

During the term of this Agreement, at its sole cost and expense School shall carry sufficient workers compensation insurance to cover all of its employees, agents, representatives and/or personnel who render services under this Agreement.

8. **Independent Contractor Status**

A. **Employment Status:** School or any of its personnel, teachers, faculty and/or Students are not and shall not be deemed or considered to be an employee of Facility, and the School or any of its personnel, teachers, faculty and/or Students shall act as an independent contractor, solely responsible for his/her own actions, and no rights shall arise in favor of any third persons against School or any of its personnel, teachers, faculty and/or Students by virtue of this Agreement.

B. **Taxes:** Facility shall have no duty to withhold income taxes or pay Social Security or unemployment taxes for any employees, teachers, faculty and/or Students who provide or assist in providing School services under this Agreement. School or any of its personnel, teachers, faculty and/or Students shall be solely responsible for his/her own debts, obligations, acts and omissions, including the payment of all required withholding, social security, workers compensation, unemployment and other taxes and benefits.

C. **Non-Exclusivity:**

This Agreement shall not be exclusive as to Facility or School. It is understood that both parties to this Agreement engage in the operation of their own respective businesses. Neither party is, or is to be considered as, the agent of the other party for any purposes whatsoever. Neither party has authority to enter into contract or assume any obligations for the other party or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partners or joint venture between the two parties.

9. **Return of Documents:**

The School agrees that in the event that it ceases to be employed by Facility, it shall promptly return to Facility all documents, forms, contracts, medical records, lists and completed work or work in progress relating to the affairs of Facility and any personal property of Facility in its possession at the time of termination.

10. **General Provisions**

10.1 **Notices:** Except as otherwise specified herein, all notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be delivered personally, mailed by first class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission, addressed as follows:

If to School: Canutillo ISD  
P.O. Box 100  
Canutillo, Texas 79835  
Attn: Dr. Pam Padilla, Superintendent  
  
Telephone No. 915-877-7444

If to Facility: Mountain View Healthcare Center  
1600 Murchinson Road  
El Paso, Texas 79902  
  
Attention: Rocky Ruelas, LNFA  
  
Telephone No. 915-544-2002  
Facsimile No. 915-544-0696

10.2 **Waiver**: Neither the waiver by either of the parties hereto of a breach of or a default under any of the provisions of this Agreement, nor the failure of either of the parties, on one or more occasions, to enforce any of the provisions of this Agreement or to exercise any right or privilege hereunder shall thereafter be construed as a waiver of any subsequent breach or default of a similar nature, or as a waiver of any such provisions, rights or privileges hereunder.

10.4 **Attorneys Fees**: In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorneys fees, expenses and suit costs, including those associates with any appellate or post-judgment collection proceeding.

10.5 **Counterparts**: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10.6 Facility does not assume liability for any injury, in any manner or to any extent, which a Student or faculty member may receive during their experiences at Facility. Emergency care may be provided in the Facility at the expense of the individual involved.

10.7 Facility, its affiliates, their respective officers, directors, employees, agents, and physicians on its medical staff do not assume liability for any deaths, injuries, or damage resulting from the acts or omissions of the students or faculty members during their presence at the Facility unless caused by the negligence or willful misconduct of an affiliate, their respective officers, directors, employees, agents, or representatives of the Facility.

10.8 **Prior Agreements**: The terms of this Rider shall supersede the terms of the Agreement entered into between the parties to the extent of any inconsistencies.

**IN WITNESS WHEREOF**, the undersigned have duly executed this Rider, or have caused this Agreement to be duly executed on their behalf, as of the day and year first hereinabove set forth,

SCHOOL:

\_\_\_\_\_  
Dr. Pam Padilla, Superintendent

FACILITY:

By: \_\_\_\_\_  
Name: Rocky Ruelas  
Title: Administrator

## Exhibit B

### **BUSINESS ASSOCIATE AGREEMENT ADDENDUM**

This Business Associate Agreement (this "Agreement") is entered into effective as of November \_\_, 2008 by and among Canutillo Independent School District, ("Business Associate") and IHS of Hanover House, Inc. d/b/a Mountain View Healthcare Center ("Covered Entity") in order to comply with 45 C.F.R. §164.502(e) and §164.504(e), governing protected health information ("PHI") and business associates under the Health Insurance Portability and Accountability Act of 1996 (P.L. 104-191), 42 U.S.C. §1320(d), *et seq.*, and regulations promulgated thereunder, as amended from time-to-time (statute and regulations hereinafter collectively referred to as "HIPAA"). Covered Entity and Business Associate may be referred to herein individually as a "Party" or collectively as the "Parties". Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in HIPAA.

#### **STATEMENT OF AGREEMENT**

##### **1. HIPAA Compliance and Agents:**

Business Associate hereby agrees to fully comply with the "Business Associate" requirements under HIPAA, including, without limitation, 45 C.F.R. §164.502(e) and §164.504(e), throughout the term of this Agreement. Further, Business Associate agrees that to the extent it has access to PHI, Business Associate will fully comply with the requirements of HIPAA and this Agreement with respect to such PHI; and, further, that every agent, subsidiary, and affiliate of Business Associate to whom it provides PHI received from, or created or received by Business Associate on behalf of, Covered Entity will be required to fully comply with HIPAA, and will be bound by written agreement to substantially the same restrictions, terms and conditions as set forth in this Agreement. If Covered Entity is required by HIPAA to maintain a Notice of Privacy Practices, Business Associate acknowledges that it has received a copy of such notice, read and understands its terms, conditions, and hereby agrees to the extent applicable, to comply and act in accordance with such Notice as it may be amended from time-to-time by Covered Entity.

##### **2. Use and Disclosure; Rights:**

Business Associate agrees that it shall not to use or disclose PHI except as permitted under this Agreement and HIPAA. Business Associate may use or disclose the PHI received or created by it, (a) to perform its obligations under this Agreement and to perform functions, activities, or services for, or on the behalf of; Covered Entity as specified in engagement letters and other correspondence between Business Associate and Covered Entity addressing the scope of Business Associate's legal representation of

Covered Entity, and as may be necessary in order for Business Associate to properly manage and administer its business, (b) to carry out its legal responsibilities if the disclosure is required by law, or (c) for data aggregation functions, as defined by HIPAA, if requested by Covered Entity. If pursuant to subsections (a), (b), or (c) above, Business Associate discloses PHI to others, the Business Associate must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it is disclosed to the person and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

**3. Safeguards; Location:**

Business Associate agrees to develop, document, use, and keep current appropriate procedural, physical, and electronic safeguards, sufficient to comply with the requirements of HIPAA, to prevent any use or disclosure of PHI other than as permitted or required by this Agreement. Business Associate agrees to notify Covered Entity of the location of any PHI disclosed by Covered Entity or created by Business Associate on behalf of Covered Entity and held by or under the control of Business Associate or those to whom Business Associate has disclosed such PHI.

**4. Minimum Necessary:**

Business Associate will limit any use, disclosure, or request for use or disclosure to the minimum amount necessary to accomplish the intended purpose of the use, disclosure, or request in accordance with the requirements of HIPAA. Business Associate covenants that in all uses, disclosures, and requests it will include only the minimum amount of PHI necessary to accomplish the permitted or required use or disclosure as set forth by the Agreement and in accordance with the requirements of HIPAA. Covered Entity may, pursuant to HIPAA, reasonably rely on any requested disclosure as the minimum necessary for the stated purpose when the information is requested by Business Associate.

**5. Records; Covered Entity Access:**

Business Associate shall maintain such records of PHI received from, or created or received on behalf of, Covered Entity and shall document subsequent uses and disclosures, other than as for treatment, payment, or healthcare operations, pursuant to a valid authorization, or otherwise excepted from the accounting requirement under HIPAA, made by Business Associate as may be deemed necessary and appropriate in the discretion of Business Associate. Business Associate shall provide the Covered Entity with reasonable access to examine and copy such records and documents of Business Associate during normal business hours.

**6. DHHS Access To Books, Records, and Other Information:**

To the extent not otherwise prohibited by the attorney-client privilege and/or Business Associate's ethical obligations, Business Associate shall make available to the U.S. Department of Health and Human Services ("DHHS"), Office of Civil Rights its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity for purposes of determining the Covered Entity's or Business Associate's compliance with HIPAA. Also, to the extent not otherwise prohibited by the attorney-client privilege and/or Business Associate's ethical obligations, Business Associate agrees to fully cooperate in good faith with and to assist Covered Entity in complying with the requirements of HIPAA and any investigation of Covered Entity regarding compliance with HIPAA conducted by DHHS, Office of Civil Rights, or any other administrative or judicial body with jurisdiction, including, but not limited to, disclosing, providing access to or an accounting of any PHI as Covered Entity may request.

**7. Designated Record Set; Individual Access:**

To the extent that Business Associate has agreed with Covered Entity to maintain a designated record set, as defined by HIPAA, for each individual patient for which it has PHI, in accordance with an individual's right to access to their own PHI under HIPAA and the individual's right to copy or append such records, Business Associate shall make available all PHI in that designated record set to Covered Entity, the individual to whom that information pertains or such individual's representative, upon a written request by Covered Entity, the individual or such individual's representative.

**8. Accounting:**

Beginning November \_\_, 2008, Business Associate shall promptly make available to Covered Entity any PHI or any other information required to prepare, or assist in preparing, an accounting of disclosures in accordance with HIPAA. Business Associate agrees to document disclosures of PHI related to disclosures as would be required for Covered Entity to respond to a request for an accounting of disclosures. Business Associate must have this information and documentation available for the six (6) years preceding any request by such Covered Entity. Such information may include the date of each disclosure, the name of the entity or person receiving the information, and their address if known, a brief description of the information disclosed, and a brief statement regarding the purpose and explanation of the basis for the disclosure.

**9. Report Of Improper Use Or Disclosure:**

Business Associate shall immediately report to Covered Entity any information of which it becomes aware concerning any use or disclosure of PHI that is not permitted by this Agreement. This report shall identify the nature of the violating use or disclosure, the PHI used or disclosed, who made the violating use or received the disclosure, what corrective action Business Associate has or will take to prevent further violations, including any mitigation, and provide any other information Covered Entity requests.

**10. Amendment Of and Access To PHI; Notification:**

To the extent that Business Associate has agreed with Covered Entity to maintain a designated record set, as defined by HIPAA, for each individual patient for which it has PHI, Business Associate shall make available PHI for amendment and shall incorporate any amendments to PHI in accordance with HIPAA. Business Associate shall make reasonable efforts to notify persons, organizations, or other entities, including, but not limited to, other business associates, known by Business Associate to have received erroneous or incomplete PHI and who may have relied, or could foreseeably rely, on such PHI to the detriment of the individual. Business Associate must update this information as requested by Covered Entity.

**11. Individual Authorizations; Restrictions:**

Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to with an individual or of any changes in or revocation of an authorization or other permission by an individual, to the extent that such restriction, change, or revocation may affect Business Associate's use or disclosure of PHI.

**12. Termination Rights; Mitigation:**

Business Associate acknowledges and agrees that Covered Entity shall have the right to terminate this Agreement in accordance with this Section 12 and Section 13 in the event Business Associate breaches or fails to comply with the requirements set forth in this Agreement. In addition, Covered Entity may immediately terminate the Agreement, if Covered Entity determines, in its reasonable discretion, that Business Associate has failed to comply with a material term of the Agreement required by HIPAA or is substantially not in compliance with the requirements of HIPAA. In addition to its obligations under Section 9 and Section 10 of this agreement, Business Associate shall take any other reasonable actions available to it to mitigate any detrimental effects of such violation or failure to comply.

**13. Breach; Knowledge:**

If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a breach or violation of Business Associate's obligations under this Agreement, Covered Entity and Business Associate shall take any steps reasonably necessary to cure such breach and make Business Associate comply, and, if such steps are unsuccessful, Covered Entity shall either (a) terminate this Agreement, if feasible, or (b) if cure and termination are not feasible, discontinue disclosure of PHI to Business Associate and report the breach or violation to DHHS.

**14. Electronic Standards and Code Sets Regulations:**

If Business Associate or any of its subcontractors or agents conducts in whole, or in part, electronic transactions on behalf of Covered Entity of the type covered by HJPA any regulations promulgated pursuant thereto, including Standards for Electronic Transactions and Electronic Code Sets, Standards for Security, or others, Business Associate will, and will require any of its subcontractors or agents to comply with each applicable requirement of such regulations.

**15. Return Of PHI:**

Business Associate agrees that upon termination of this Agreement, and if feasible, Business Associate shall, at its expense, (a) return or destroy all PHI received from, or created or received by Business Associate or any of Business Associate's subcontractors or agents on behalf of, Covered Entity that Business Associate or its subcontractors or agents maintain or control in any form or manner and retain no copies of such information or, (b) if such return or destruction is not feasible, immediately notify Covered Entity of the reasons return or destruction are not feasible, and extend indefinitely the protection of this Agreement to such PHI and limit further uses and disclosures to those purposes that make the return or destruction of the PHI not feasible.

**16. Notices:**

All notices and other communications in connection with this Agreement to any Party shall be in writing and shall be deemed given when delivered personally, telecopied (which is confirmed) to that Party at the telecopy number for that Party set forth at the end of this Agreement, mailed by certified mail (return receipt requested) to that Party at the address for that Party set forth at the end of this Agreement (or at such other address for such Party as such Party shall have specified in a prior written notice to the other Parties), or delivered to Federal Express, United Parcel Service, or any similar express delivery service for delivery to that Party at that address.

**17. Non-Waiver:**

No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect or constitute a waiver of any Party's right to demand strict compliance with all provisions of this Agreement.

**18. Gender and Numbers; Headings:**

Where permitted by the context, each pronoun used in this Agreement includes the same pronoun in other genders and numbers, and each noun used in this Agreement includes the same noun in other numbers. The headings of the various sections of this Agreement are not part of the context of this Agreement, are merely labels to assist in locating such sections, and shall be ignored in construing this Agreement.

**19. Counterparts:**

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute one and the same Agreement.

**20. Entire Agreement; Amendment**

This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter of this Agreement. This Agreement may be amended from time to time by the written agreement of the Parties or unilaterally by Covered Entity only to the extent necessary for Covered Entity to comply with HIPAA.

**21. Binding Effect:**

This Agreement shall be binding upon, inure to the benefit of and be enforceable by and against the Parties and their respective heirs, personal representatives, successors, and assigns. Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be transferred or assigned by either Party without the prior written consent of the other Party.

**22. Severability; Governing Law**

With respect to any provision of this Agreement finally determined by a tribunal of competent jurisdiction to be unenforceable, such tribunal shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any ambiguity in this Agreement shall be resolved in a manner that will permit Covered Entity and Business Associate to comply with HIPAA.

**23. Survival:**

All representations, covenants, and agreements in or under this Agreement or any other documents executed in connection with the transactions contemplated by this Agreement, shall survive the execution, delivery, and performance of this Agreement and such other documents. The respective rights and obligations of Business Associate under Section 15 of this Agreement shall survive termination or expiration of this Agreement.

**24. Further Assurances:**

Each Party shall in good faith execute, acknowledge or verify, and deliver any and all documents which may from time to time be reasonably requested by the other Party to carry out the purpose and intent of this Agreement.

Acknowledged and agreed to by:

**CANUTILLO ISD**

\_\_\_\_\_  
Dr. Pam Padilla, Superintendent

**HIS of Hanover House, Inc. d/b/a Mountain View Healthcare Center**

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

Title:

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

Agenda Item: \_\_\_\_\_

Date: December 9, 2008

Subject: Student Resources Division – E-Rate Rollover

Presented By: Tony Reza

Consent Agenda X

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ACTION

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1. BACKGROUND INFORMATION:

The enclosed budget amendment is to rollover E-Rate #8 funds budgeted in fiscal year 2007/2008 that were not expended. The funds are to be used for ongoing E-Rate projects for the district.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_

AYES \_\_\_\_\_ NAYS \_\_\_\_\_



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

**FUNDING SOURCE:**

The School and Libraries Universal Service Program

**IF GRANT, PLEASE PROVIDE THE FOLLOWING:**

-GRANT AWARD:

-GRANT PERIOD:

-GRANT OBJECTIVES:

-GRANTING AGENCY:

**PURPOSE OF THE AMENDMENT:**

This amendment is to rollover E-Rate funds budgeted in fiscal year 2007/2008 that were not expended. The federal government requires that these reimbursements be budgeted only for technology expenditures.

**HOW WILL THIS IMPACT EDUCATION:**

This amendment will budget for technology programs that will assist the district to implement its technology plan and to fund ongoing E-Rate projects.

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

All district goals will be met.

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director of Business Services

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Technology Department - E-Rate

DATE: December 2, 2008

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.51.6257.26.728.9.99 Telephone - Gig-A-Man		114,089.88	114,089.88
199.51.6299.26.728.9.99 Misc Contracted Svcs		39,881.15	39,881.15
199.51.6399.26.728.9.99 General Supplies		8,204.69	8,204.69
199.00.8911.00.000.9.00 Transfer Out		(162,175.72)	(162,175.72)

REASON FOR AMENDMENT REQUEST - This budget amendment is to rollover the balance of E-Rate #8 funds budgeted in 2007/2008 fiscal year. These funds will be used to fund ongoing E-Rate projects for the district.

  
\_\_\_\_\_  
Superintendent

12-3-08  
Date

  
\_\_\_\_\_  
Executive Director Business Services

12/3/08  
Date

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

Agenda Item: \_\_\_\_\_

Date: December 9, 2008

Subject: Jose Damian Elementary – BJE #5701

Presented By: Tony Reza

Consent Agenda X

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ACTION

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1. BACKGROUND INFORMATION:

The enclosed budget amendment is to reallocate funds from function 11 to function 33 to purchase a computer for the nurse.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends approval of the requested budget amendment.

3. ACTION REQUESTED:

The Board of Trustees approves the requested budget amendment.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

OCT BJE 5701 Title: JDE - NURSE COMPUTER

Date: 10/10/08

Reason:

FUNDING SOURCE: LOCAL

PURPOSE OF AMENDMENT: TO PURCHASE A COMPUTER FOR THE NURSE.

WHAT DISTRICT/CAMPUS GOAL WILL BE MET: ALL DISTRICT & CAMPUS GOALS WILL BE MET.

Mode: **Lookup**

Cancel? N

TO: Dr. Pam Padilla, Superintendent

THROUGH: Tony Reza, Executive Director Business Services

FROM: Kathy Ellis, Assistant Business Manager

SUBJECT: Jose Damian Elementary - BJE # 5701

DATE: December 2, 2008

BUDGET CODE	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6399.00.103.8.11 General Supplies	23,000.00	(300.00)	22,700.00
199.11.6398.00.103.8.30 Fixed Assets - Technology	10,905.00	(677.00)	10,228.00
199.33.6398.00.103.9.99 Fixed Assets - Technology	-	977.00	977.00

REASON FOR AMENDMENT REQUEST - This budget amendment is to reallocate funds from function 11 to function 33 to purchase a computer for the nurse at JDE.



Superintendent

12-3-08

Date



Executive Director Business Services

12/3/08

Date



# Canutillo Independent School District

7965 Artcraft Rd.  
El Paso, TX 79932

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

## ***BUSINESS SERVICES***

(915) 877-7425

Fax (915) 877-7415

TO: Board of Trustees

December 2, 2008

THROUGH: Tony Reza  
Executive Director

FROM: Kathy Ellis *K Ellis*

SUBJECT: Approval of Warrant List for November 1, 2008 through November 30, 2008

Enclosed in your packet is the warrant list for November 1, 2008 through November 30, 2008. I recommend its approval in the amount of: **\$ 1,207,779.74.**

The following Board member abstain from voting on individual payments as follows:

Armando Rodriguez Reimb. auto rental TASA/TASB \$ 335.56 Page 89-90

# CANUTILLO INDEPENDENT SCHOOL DISTRICT

Monthly ADA and Last Day Enrollment  
As of November 25, 2008

<u>Campus</u>	<u>November ADA</u>	<u>Enrollment 11/25/08</u>
Canutillo Elementary School	630.97	674
Deanna Davenport Elementary School	413.17	436
Jose H. Damian Elementary School	453.44	497
Bill Childress Elementary School	463.94	509
Gonzalo and Sofia Garcia Elementary School	574.47	622
Canutillo Middle School	650.32	680
Jose J. Alderete Middle School	572.73	590
Canutillo High School	1473.80	1567
Northwest Early College High School	93.00	97
<hr/>		<hr/>
DISTRICT TOTALS	5325.84	5672
Ineligible students (Tuition is not collected.)		22
<hr/>		<hr/>
GRAND TOTAL ENROLLMENT	52	5694

# CANUTILLO INDEPENDENT SCHOOL DISTRICT

## Monthly ADA Comparison November 2008

<u>Campus</u>	Previous month October 2008 <u>ADA</u>	Current month November 2008 <u>ADA</u>	Previous year November 2007 <u>ADA</u>
Canutillo Elementary School	623.18	630.97	633.12
Deanna Davenport Elementary School	412.86	413.17	481.11
Jose H. Damian Elementary School	458.34	453.44	426.77
Bill Childress Elementary School	464.54	463.94	489.40
Gonzalo and Sofia Garcia Elementary School	578.07	574.47	491.40
Canutillo Middle School	656.76	650.32	631.79
Jose J. Alderete Middle School	573.65	572.73	563.16
Canutillo High School	1491.43	1473.80	1501.24
Northwest Early College High School	93.39	93.00	
<b>*DISTRICT TOTALS</b>	<b>5352.22</b>	<b>5325.84</b>	<b>5217.99</b>

\*Does not include ineligible students 53

# CANUTILLO INDEPENDENT SCHOOL DISTRICT

Year-to-Date Average Daily Membership and ADA  
August 25, 2008 through November 25, 2008

<u>Campus</u>	<u>ADM</u>	<u>ADA</u>	<u>ATT %</u>
Canutillo Elementary School	645.21	623.60	96.7%
Deanna Davenport Elementary School	424.72	414.38	97.6%
Jose H. Damian Elementary School	474.66	459.72	96.9%
Bill Childress Elementary School	480.52	466.71	97.1%
Gonzalo and Sofia Garcia Elementary School	591.34	577.21	97.6%
Canutillo Middle School	682.02	656.62	96.3%
Jose J. Alderete Middle School	592.62	574.96	97.0%
Canutillo High School	1585.05	1493.85	94.2%
Northwest Early College High School	96.87	93.84	96.9%
<hr/>			
*DISTRICT TOTALS	5573.01	5360.89	96.2%

\*Does not include ineligible students<sup>54</sup>

BOARD MEETINGS:

BE (EXHIBIT G)  
ADMINISTRATIVE PROCEDURE

REQUEST TO APPEAR BEFORE THE  
BOARD OF TRUSTEES  
and/or  
REQUEST FOR PLACEMENT OF AN ITEM ON THE AGENDA

I wish to address the Board of Trustees at the scheduled meeting on

9 Dec, 19 2008

Subject of item

SPANISH AS A SECOND LANGUAGE  
FOR NON SPANISH SPEAKERS. CLASSES  
TO START WHENEVER A CHILD ENTERS  
THE CISD SCHOOL SYSTEM.

Brief description of item

I'm well AWARE of the dual  
language program. However, this  
program does not address the needs  
of students entering CISD schools after  
kindergarten.

Action requested

Needs survey! Implementation of  
CLASSES ASAP.

The address will include discussion of District personnel.  YES  NO

The address will include discussion of student discipline.  YES  NO

I understand that the following rules will apply:

1. All presentations will be limited to \_\_\_\_\_ minutes unless additional time is allotted by the presiding officer.
2. Matters involving employees or student discipline will be discussed in closed meeting unless the right to a closed meeting is waived by the employee or by the student or his or her parent or guardian.

CISD  
DATE ISSUED:



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

Subject: Administrative Personnel Actions for                      Date: December 9, 2008  
Board of Trustee Information Only

Presented by: Renée O'Donnell    Consent Agenda: \_\_\_\_\_

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**ACTION**  
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1. **BACKGROUND INFORMATION**

Superintendent approved employment of personnel:

<b>Patricia Gutierrez</b>	<b>1<sup>st</sup> (M) Teacher, GES, Effective 11/17/08</b>
<b>Beatriz Orozco</b>	<b>Special Ed. Assistant, CHS, Effective 11/10/08</b>
<b>James Pavia</b>	<b>Textbook/School Resources Clerk, Effective 11/18/08</b>
<b>Luis Quian</b>	<b>Security Guard, Effective 11/18/08</b>
<b>Jon Serrano</b>	<b>2<sup>nd</sup> (M) Teacher, GES, Effective 12/4/08</b>

Superintendent approved position changes for personnel:

<b>María Tejada</b>	<b>FS Substitute to PT FS Helper, DDE, Effective 11/18/08</b>
<b>María Villaseñor</b>	<b>FT FS Helper to Interim Veg/Salad Cook, Effective 10/28/08</b>

Superintendent approved resignations:

<b>Jhael De Alba</b>	<b>2<sup>nd</sup> (M) Teacher, GES, Effective 10/31/08</b>
<b>Antonio Falu</b>	<b>Spanish Teacher, CHS, Effective 12/1/08</b>

Superintendent approved resignations (cont.):

<b>Alma García</b>	<b>FS Helper, CMS, Effective 10/29/08</b>
<b>Leticia Gonzalez</b>	<b>Administrative Assistant, School Improvement Division, Effective 11/12/08</b>
<b>Rachel Quintana</b>	<b>Administrative Assistant, School Resources Division, Effective 11/11/08</b>

Superintendent approved retirements:

<b>Susana García</b>	<b>5<sup>th</sup> (B) Teacher, DDE, Effective 1/15/09</b>
<b>Gary Favors</b>	<b>Social Studies Teacher, CHS, Effective 1/23/09</b>
<b>Lilia “Teddy” Martinez</b>	<b>ALS Director, Effective 12/31/08</b>
<b>Lilia Reyes</b>	<b>Bilingual Assistant, DDE, Effective 1/15/09</b>
<b>Martha Veale</b>	<b>Executive Director School Resources Division, Effective 11/30/08</b>

2. **BOARD ACTION REQUESTED**

No action required.

**LICENSE AGREEMENT**  
**FOR PREMISES OF CISD**  
**GECU CANUTILLO HS BRANCH**

This agreement is made by and between the Canutillo Independent School District (“CISD”) as Licensor and GECU as Licensee.

***Recitals***

WHEREAS, the Licensor, CISD, is the owner of certain real property located at 6675 South Desert Blvd. in El Paso, Texas, known as the campus of Canutillo High School; and

WHEREAS, the Licensee, GECU, desires to exercise certain rights and privileges within and upon a portion of said property, without acquiring any real property interest therein; and

WHEREAS, GECU and CISD are committed to supporting a high quality educational program for Canutillo High School students and have each determined that offering on-site credit union services tied directly to a course on financial literacy will enhance the educational program for participating students through an authentic experiential learning opportunity for both students and their families.

NOW, THEREFORE, in consideration of the mutual benefits expressed, it is agreed as follows:

**Purpose**

1. GECU will cooperate with CISD to provide comprehensive training to participating Canutillo High School students through a customized course for credit and through suitable educational extended day (evening) and Saturday seminars and programs to interested students.

### **Term**

2. The initial term of this license shall commence on June 1, 2009, and shall end following the conclusion of the 2009-2010 school year on May 31, 2010, subject to further extension or early termination, as provided in this agreement.

### **Extension**

3. Upon written agreement by CISD and GECU, the term of this license shall be renewable for up to four (4) succeeding one-year terms, each term being from June 1 through the following May 31, upon the same terms and conditions or upon such amended terms and conditions as the parties may thereupon specify and agree in writing.

### **Termination for Cause**

4. Notwithstanding any other provision hereinabove or any implication or inference which might be otherwise misconstrued, the license granted under this agreement is and shall be terminable at any time by either party for good cause, after giving 30 days written notice to the other party specifying such cause and allowing reasonable opportunity to cure any problem within its control.

5. CISD may terminate or suspend this license at any time in its discretion at the expiration of each CISD budget period occurring during the term of this license or otherwise in event of non-appropriation by CISD of funds for this license.

### **Use**

6. GECU will work cooperatively with CISD to provide comprehensive training to Canutillo High School participating students through a customized course for credit and through suitable educational extended day (evening) and Saturday seminars and programs to interested students, faculty and staff. CISD will encourage reasonable

participation of students, faculty and staff, and allow reasonable access to students in office and professional marketing and professional work programs.

7. In exchange for the educational services to be provided for students, faculty and staff, CISD will provide electricity and janitorial service for the licensed premises. GECU will provide its own business equipment, security equipment/personnel, and telephone lines and equipment.

8. GECU will operate a limited-access, limited-service branch office of the Credit Union within the Licensed Premises, which will serve only Canutillo High School students and faculty, staff and administrators of CISD who qualify within the field of membership of GECU, and which will operate only during regular hours and days of operation of Canutillo High School as established by the CISD School Calendar and implemented by the Canutillo High School Principal. In the operation of its limited-service branch, GECU will offer financial services to Canutillo High School students and CISD faculty, staff and administrators including savings and checking accounts, loan services, and on-site ATM (which shall dispense reasonably small amounts/small denominations of cash only).

9. GECU shall maintain at its own expense Workers Compensation Insurance on all of its employees including student employees in accordance with Texas law and shall provide a waiver of subrogation to CISD in connection therewith. GECU will be solely responsible for providing all financial products and services, including bond coverage and governmental regulatory requirements therefore, as well as training, supervision and payment of its staff.

10. The success and future direction of the cooperative programs and services contemplated by GECU and CISD will be re-evaluated at least annually by the parties at the level of the respective governing boards and monthly by the administrative liaisons throughout the school year.

11. The licensed premises shall be used only for a limited-access (non-public), full-service branch office of GECU and GECU shall not permit the premises or any part of the premises to be used for any other purpose without CISD's written consent.

### **Alterations and Improvements**

12. GECU may build out the licensed premises at its own expense pursuant to this License Agreement (in accordance with plans and specifications reviewed and approved in advance by CISD). GECU shall make no other alterations to the licensed premises or construct any signage or other improvements upon or around the licensed premises without first having obtained the written consent of CISD.

Any alterations or improvements made to said property by GECU must conform to all applicable City, County, State and Federal regulations pertaining to design and construction. Lessee at its expense must obtain any and all governmental permits for construction and must conform to all applicable government regulations as to said construction.

### **Ownership of Improvements**

13. Any and all permanent alterations, changes, and improvements built, constructed or affixed upon the licenses premises by or for GECU, shall become and remain the property of CISD during the term of license. In event of termination or expiration of this license agreement, GECU shall have the option to remove and take the

improvements it paid for and restore the premises to their original condition (at GECU expense).

#### **Maintenance of Premises by GECU**

14. During the term of this lease, GECU must, at GECU's own cost and expense, maintain the licensed premises and the improvements within the premises in good order and repair and in a safe condition.

#### **Destruction of Premises**

15. Should any improvements within or about the licensed premises be damaged or destroyed by fire, the elements, acts of God, or by any other causes except the intentional destruction of property by CISD, CISD shall be under no obligation to repair or restore the damaged premises, but GECU shall have the option to either repair and restore the damaged improvements or to withdraw from this license.

#### **Disclaimer**

16. (a) Each Party will be responsible, subject to Texas law for any injury to person or property resulting from the actions of the Party or its officers or employees.

(b) GECU agrees to maintain in force during the original and any extended term of this License a policy or policies of comprehensive public liability insurance including property damage, written by one or more responsible insurance companies approved by CISD and licensed to do business in Texas, insuring GECU against loss of life, bodily injury and/or property damage with respect to the licensed premises and the business operated by GECU in the licensed premises, in which the limit of public liability shall be not less than \$1,000,000.00 single bodily injury and in which the limit of property damage liability shall be not less than \$2,000,000.00. Each such

policy shall be noncancellable for any cause without first giving CISD thirty (30) days prior written notice. CISD its officers, agents and employees shall be named as an additional insureds on all said policy or policies of insurance. Subject to all of the foregoing, the insurance coverage required to be furnished by GECU hereunder may be in a blanket policy covering all of GECU's operations. A copy of each such policy, or a certificate of such insurance together with a receipt showing all premiums paid thereon annually shall be delivered to CISD upon the commencement of the term of this license and annually thereafter throughout the original and any extended term of this license.

17. Neither party shall be responsible or liable for damages at any time for any defects, latent or otherwise, in any buildings or improvements in the Premises, or any equipment, machinery, utilities, appliances, or apparatus therein; nor shall either party be responsible or liable for damages at any time for loss of life, or injury or damage to any person or to any property or business of the other party, or those claiming by, through, or under the other party, caused by or resulting from the bursting, breaking, leaking, running, seeping, overflowing, or backing up of water, steam, gas, or sewage in any part of the Premises or caused by or resulting from acts of God or the elements, or resulting from any defect or negligence in the occupancy, construction, operation, or use of the Premises, or any of the equipment, fixtures, machinery, appliances, or apparatus therein.

#### **GECU Employee Background Checks**

18. In accord with § 22.0834(a), (q) *Tex. Educ. Code* GECU certifies that:

(1) GECU has obtained all required criminal history record information, through the Texas Department of Public Safety, regarding its covered employees. None of the covered employees has a disqualifying conviction. GECU has taken reasonable steps to ensure that its employees who are not covered employees do not have continuing duties related to

services to be performed on the school campus or direct contact with students.

(2) If GECU receives information that a covered employee has a disqualifying conviction, GECU will immediately remove the covered employee from duties on the school campus and notify CISD in writing within 3 business days.

(3) GECU acknowledges that the terms of this License shall be subject to the provisions of § 22.0834 Tex. Educ. Code as to all of GECU's employees who may be covered by said statute.

It is understood and agreed between the parties that noncompliance by GECU with this certification may be grounds for contract termination.

### **Notices**

19. All notices or other communication required or permitted by this license agreement to be given to either party by the other must be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or, in lieu of such personal service, when delivered via the United States mail, return receipt requested, addressed to the intended recipient at the address listed below. Either party to this agreement may change its address for the purpose of this paragraph by giving written notice of the change to the other party in the manner provided in this paragraph.

For GECU:

Sr. Vice President,  
Administrative Services  
1225 Airway  
El Paso, TX 79925

For CISD:

Superintendent  
Canutillo ISD  
P.O. Box 100  
Canutillo, TX 79835

With copy to:  
Principal  
Canutillo High School  
6675 South Desert Blvd.  
El Paso, TX 79932

### **Liaison**

20. Communication and cooperation between the parties as contemplated herein shall be carried out by individuals representing each party. The representative of the Licensee, GECU, shall be its Senior Vice President of Administrative Services, or, in the absence of the Senior Vice President of Administrative Services, its Senior Vice President and General Counsel. The representative of the Licensor, Canutillo Independent School District, shall be its Superintendent or his designee, or, in the absence of the Superintendent, its Canutillo High School Principal.

### **Nonassignable**

21. This license is personal to GECU as Licensee. It is nonassignable, and any attempt to assign this license will terminate the license.

### **Amendment**

22. No amendment, modification, or alteration of the terms of this license agreement shall be binding unless the same be in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement with specific authority of their respective governing boards.

### **Governing Law**

23. This license agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created under this agreement are performable in El Paso, Texas.

**Governmental Immunity**

24. By entering into this Agreement, CISD does not waive or relinquish its governmental immunity from claims. This Agreement does not constitute a consent to litigation by CISD.

**Independence of Parties**

25. It is expressly understood and agreed that CISD and GECU are not and shall not be partners or joint venturers with each other in any legal respect, nor is either party an agent for the other, and no one acting on behalf of either party shall have any authority to represent or bind the other in any manner in dealings with third parties.

**Mediation of Disputes**

26. The parties to this agreement agree to negotiate in good faith in an effort to resolve any dispute related to the agreement that may arise between the parties. If the dispute cannot be resolved by negotiation between the parties to the dispute, they shall submit the dispute to Mediation before resorting to litigation. If the need for Mediation arises, the parties to the dispute shall choose a mutually acceptable mediator and shall share the cost of Mediation services equally.

IN WITNESS WHEREOF, the parties have executed this agreement on the \_\_\_\_\_ day of December, 2008.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

By: \_\_\_\_\_

print name & title: \_\_\_\_\_

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

GECU

By: \_\_\_\_\_

print name & title: \_\_\_\_\_

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

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

Agenda Item:

Date:

Subject: Award of RFP #09-04 Modular Science Lab Plumbing & Mechanical

Presented By: Yusuf Farran

Consent Agenda: \_\_\_\_\_

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ACTION

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1. BACKGROUND INFORMATION:

As stated in Board Policy CH(Local), any single budgeted purchase of goods or services that has an aggregate cost of \$25,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. This request is to approve the award of RFP #09-04 Modular Science Lab Plumbing & Mechanical (Northwest Early College High School.)

All pertinent information will be included in the Friday Packets.

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the award of RFP #09-04 Modular Science Lab Plumbing & Mechanical (Northwest Early College High School.)

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the Superintendent's recommendation.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

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

Agenda Item: \_\_\_\_\_

Date: December 9, 2008

Subject: Acceptance of Donations to Canutillo ISD

Presented By: Tony Reza

Consent Agenda \_\_\_\_\_

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ACTION

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1. BACKGROUND INFORMATION:

The following individuals/businesses have made a donation to Canutillo Independent School District as follows:

See Attached List

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends acceptance of the donations to Canutillo ISD

3. ACTION REQUESTED:

The Board of Trustees accepts the donations to Canutillo ISD.

MOTION \_\_\_\_\_ SECOND \_\_\_\_\_

AYES \_\_\_\_\_ NAYS \_\_\_\_\_

\* Donation forms on file in Business Services Office

## Donations To Canutillo ISD

Bath Engineering	\$2,500.00	Monetary Donation for student incentives at Davenport
Amy Nava	\$34.99	1 Lenmar 1500 Battery to ALS Division
Custom Crates & Pallets	\$300.00	Monetary Donations for instructional supplies at Davenport
Wal-Mart	\$50.00	Gift Card for school needs at Davenport
J & M Custom Boots	\$750.00	Pair of custom boots for drawing at CHS
Commercial Roofing	\$100.00	Monetary Donations for equipment/uniforms at CMS
International Fluid Power	\$120.00	Monetary Donation for equipment/uniforms at CMS
El Paso Concrete Cutters	\$100.00	Monetary Donations for equipment/uniforms at CMS
Best Pac	\$500.00	Monetary Donations for equipment/uniforms at CMS
Mundo & Lidia Carrillo	\$2,000.00	Monetary Donation for CHS Mascot
Judge Bruce King	\$25.00	Monetary Donation for CMS Washington D.C. trip
Wal-Mart	\$500.00	Gift Card for Garcia Office Activity Account
ARM Healthcare LLC	\$200.00	Monetary Donation for Brisket Dinner fund raiser at CMS
Tender Care Home Health		
Alloy Multimedia	\$250.00	10 ESL Reading Smart Subscriptions @\$25.00 each
Morris Williams	\$200.00	Monetary Donation to assist migrant families in urgent need
Tenet Healthcare	\$100.00	Jumping balloon for health fair at CHS
Rodriquez Plastics	\$50.00	Monetary Donation for CMS Washington D.C. trip
Pepsi Bottling Company		Fifteen Cases of Pepsi drinks for Enchilada dinner at GES
Consolidated Photo	\$10,000.00	Photo Mount Board for CMS Art Club
Padilla Homes	\$200.00	Monetary Donation for DARE shirts for Davenport
Parents of CEI Students		Prizes for fall festival at Davenport
Maria & Michelle Trillo		
Margie Villalobos		
C.A.F.E.	\$170.00	Monetary Donation for CHS cheerleading program
El Paso Outlet Center	\$1,200.00	CHS cheerleaders Team Competition winners
Mr. & Mrs. Henry Jones	\$25.00	Donation to Project Harmony in memory of Kay Hart

\* Donation forms on file in Business Services Office

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(LOCAL)

PUBLIC USE	The Board recognizes the capital investment the community has in the District facilities and equipment and believes that facilities and equipment should be available for legitimate community purposes, particularly for those activities that serve the best interests of students. The Board, therefore, permits public use of designated school facilities for educational, recreational, civic, or social activities, when these activities do not conflict with school use or with this policy. In order to prevent excessive wear and tear, the Board shall limit the use of the high school stadium and high school auditorium solely to the District and other educational institutions and groups.
APPROVAL OF USE	<p>All requests for use of District facilities or equipment shall be submitted to the associate superintendent.</p> <p>Requests for use by individuals, groups, or organizations to use facilities or equipment for financial profit, partisan political reasons, religious purposes, or serving the individual or group self interest shall be approved by the Board.</p> <p>All other requests shall be approved by the associate superintendent.</p> <p>See the following policies for other information regarding facilities use:</p> <ul style="list-style-type: none"><li>• Use by employee professional organizations: DGA</li><li>• Use of facilities for school-sponsored and school-related activities: FM</li><li>• Use by noncurriculum-related student groups: FNAB</li><li>• Use by District-affiliated school-support organizations: GE</li></ul> <p>Approval shall not be granted for any purpose that would damage school property or to groups that are known to have damaged other rented property or when violence or vandalism has been threatened against school property or personnel.</p>
EXCEPTION	No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.
AVAILABILITY	Some school facilities may not be available on Saturdays, Sundays, or holidays. Unless special arrangements are made, facilities shall not be used later than 10:00 p.m.

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(LOCAL)

CONTRACTS

The Superintendent or designee is the only District agent authorized to enter into rental contracts for use of District facilities.

All requests by individuals, groups, or business organizations desiring to use District facilities or equipment for financial profit shall be approved by the Board.

All contracts shall be reviewed by the associate superintendent and the executive director for business services before being forwarded to the Superintendent or designee for approval and signature. All negotiations required before final execution of the contract shall be carried out by the Superintendent designee.

The Board shall not be responsible for any debts incurred by individuals, groups, or business organizations using District facilities or equipment that are not directly under the control of the Board, except as expressly authorized by the Board or the administration. Vendors shall be so notified by the administration.

PRIORITIES

Priorities for scheduling the use of school facilities shall be as follows:

1. The requirements of the school program shall receive first consideration in the assignment of school facilities and equipment.
2. Approved youth groups within the community shall be given consideration over adult groups. Participating students who live in the Canutillo attendance zone will be given priority over students who live outside of the attendance zone.
3. School-related functions and organizations such as parent-teacher organizations and others shall be given priority over nonschool-related organizations and functions.
4. Other groups, serving the best interest of students for the betterment of the community, may use facilities or equipment on a fee basis.

FEES

Except for school-sponsored groups and school-support groups, users shall be charged a fee for operation, supervision, and cleanup costs at designated facilities. School-sponsored organizations and approved youth groups may be charged a fee if use of facilities is at a time custodial staff are not normally on duty or if unusual demands are made of the custodial staff.

The Superintendent shall publish a schedule of fees for the use of facilities.

Facility fees shall not apply when school buildings are used as polling places for public elections, for precinct and county conventions,

COMMUNITY RELATIONS  
NONSCHOOL USE OF SCHOOL FACILITIES

GKD  
(LOCAL)

or for public meetings sponsored by state or local governmental agencies.

Facility fees shall not apply to meetings of employee organizations.

EMERGENCIES OR  
DISASTERS

The Superintendent may authorize the use of school facilities by civil defense officials in the case of emergencies or disasters.

REQUIRED CONDUCT

Organizations using school facilities shall:

1. Conduct their business in an orderly manner.
2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms and the use of tobacco products on school property.
3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.

RELEASE OF LIABILITY

Organizations or individuals using school facilities shall release the District from liability for personal injury and/or damages to personal property. All groups using school facilities shall be responsible for the cost of damages incurred during their use.