

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held March 24, 2020, beginning at 5:30 PM in the Canutillo ISD Administration Office
7965 Artcraft
El Paso, TX 79932.

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

1. **GENERAL FUNCTIONS- OTHER**
 - A. Call to Order
 - B. Pledge of Allegiance
 - C. Texas Pledge of Allegiance
 - D. Roll Call
 - E. CISD Vision and Mission Statements 3
2. **OPEN FORUM-OTHER**
3. **BOARD OF TRUSTEE BUSINESS-OTHER**
 - A. Discussion regarding the Lone Star Governance Student Outcome Goal 4
2: By June 2022, 4th and 7th grade students will improve writing master level by 8%.
 - B. Discuss and approve an Order authorizing the issuance of “Canutillo 25
Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020” for debt service savings; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related thereto, including delegating certain matters relating to the sale and issuance of the Bonds to authorized District officials within specified parameters.
 - C. Discussion and recommendations regarding Covid-19 measures (student learning, travel, possible closing procedures, employee compensation etc.)
4. **BUSINESS SERVICES**
 - A. Discussion and possible action regarding approval of Request for 66
Qualification #2020-08 District Facilities Master Plan for Professional Services required to update CISD’s Existing Facilities Master Plan.
5. **HUMAN RESOURCES**
 - A. Discussion and possible action regarding the 2020-2021 Compensation Maintenance Review / 2020 -2021 Extra Duty Stipend And Supplemental Pay Plan.
6. **CONSENT AGENDA- VOTING**
 - A. *BUSINESS SERVICES*
 1. Approval of the Meeting Minutes.
 - a. Feb. 18, 2020 Special Board Meeting 72

b. Feb. 25, 2020 Regular Board Meeting	74
2. Approval of the Monthly Financials.	79
3. Approval of the Monthly Warrant List.	80
4. Approval of Monthly Donations.	81
5. Approval of Budget Amendments.	83
6. Approval of the MOU with the El Paso County Juvenile Probation Department's Serious Habitual Offender Comprehension Action Program (SHOCAP) for CISD Police Department to address serious juvenile offenders.	87
7. Approval of Request of Proposal (RFP) 200011327 E-Rate Yr23 (2020-2021) Category 2, Network Infrastructure in the total amount not to exceed \$279,457.41.	94
B. HUMAN RESOURCES	
1. Approval of the renewal of contracts for administrators and other certified/non-certified administrators or professionals for the 2020 - 2021 school year.	

7. ADJOURNMENT

#hidepagenumbers#

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

CANUTILLO A Premier District

Vision

Canutillo ISD is a premier district preparing tomorrow's best today with innovative, future-focused learning opportunities for every student.

Mission

Our mission is to create rigorous, student-centered classrooms which develop future-ready students to compete in a global economy and thrive in a multicultural world.

2018-19 District Improvement Goals

- 1** 90% of all first and second grade students will be reading at grade level
- 2** Increase the measurement of Masters Index by 15% point Reading, Writing, Math, Science and Social Studies and all End of Course exams
- 3** 30% of all 9th and 10th graders who scored "Approaches" on the State's 8th grade reading and End of Course English I will pass the Texas Success Initiative in Reading & Writing
- 4** Increase the number of students receiving certifications in Career and Technical Education by 15%



#BeCanutillo

Preparing Tomorrow's Best Today



CURRICULUM & INSTRUCTION

CANUTILLO A Premier District

TO: CISD Board of Trustees and Superintendent Galaviz

FROM: Dr. Debra Y. Kerney, Executive Director of Curriculum & Instruction

DATE: March 9, 2020

RE: Lone Star Governance Student Outcome Goal Progress

Pursuant to the Lone Star Governance (LSG) framework, Canutillo ISD administration is required to update the board on progress toward meeting student outcome goals. In alignment with our district's LSG calendar, the focus for March is student progress in writing. LSG Goal 2 states "by June 2022, 4th and 7th grade students will increase in writing mastery level performance by 8%." There are two Goal Progress Measures (GPM's) attached to this target:

- GPM1 monitors writing progress of students in grades K-2.
- GPM 2 focuses on STAAR writing mastery performance for students in 4th & 7th grades.

District writing middle of year (MOY) assessment performance and goal targets for K-2, 4th & 7th grades will be presented for discussion at the March 24th board meeting. This information is being provided to board members and district administration to ensure collective awareness and progress toward writing goals.

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El Paso, TX 79932

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P.O. Box 100
Canutillo, TX 79835

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

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division:
(915) 877-7425 | 7965 Artercraft Dr. | El Paso TX 79932.

CANUTILLO ISD
STUDENT OUTCOME GOAL 2

Writing





**The LSG focus for March is
student progress in writing
(Goal 2).**

Writing SMART Goal

Our LSG goal is to increase writing masters level from 0-8% by June 2022.

SMART Goal for 2020:

The percentage of our students who performed at STAAR mastery level in writing will increase from 9% to 11% in 4th grade and from 12% to 14% in 7th grade.

Writing in K-2 --

This second part of the school year, students are continuing to explore all genres of writing. They continue to:

- Engage in planning through class discussions and developing drafts in oral, pictorial, and written form.
- Focus on organizing their ideas while planning and drafting with an emphasis on the beginning, middle, and end.
- With adult assistance, they practice recognizing, using, and editing for complete sentences.
- They continue sharing their work with an audience or partner.

Writing in K-2- Example 2nd grade- Brainstorming, Prewriting, Rough Draft

Brainstorming 1-15-20

Topic: Teacher | Mrs. Shiroma

1 Mrs. Shiroma is a kind and
2 smart teacher. She is a very
3 fun, and she is one of
4 my favorite too.

Prewriting 1-16-20

Mrs. Shiroma is so kind because she helps me and my friends and she is nice. Mrs. Shiroma is smart because she teaches math and reading and more. She is fun too she plays math games and more. Mrs. Shiroma loves Disney me too. And she is one of my fav because all of that.

Rough Draft

Mrs. Shiroma is so kind because she helps me and my friends. And she helps me where I am hurt. She is smart because she studies and she learns all the subject. She has all the math problems too. Mrs. Shiroma is fun because make's doing math games. And she let's use play math games. Mrs. Shiroma loves Disney so she put a drawing of Disney and I love it too. Mrs. Shiroma is one of my favorite because all of that.

Where are we in our data collection?

In K-2 , writing is scored using one of two rubrics or both depending on the grade level: the Writing Academy Narrative Writing Rubric and the Early Childhood Stages of Writing evaluation tool.

Where are we in our data collection?

Early Childhood Stages of Writing Evaluation Tool - Middle of the Year Data

Students	Emergent Writing	Transitional	Conventional
Kindergarten- 411	67%	33%	0%
First Grade - 442	20%	62%	17%
Second Grade - 460	Less than 1%	35%	22%

Writing Academy Narrative Writing Rubric

Students	Score: 1	Score: 2	Score: 3
Kindergarten- 411	56%	29%	13%
First Grade - 442	21%	38%	14%
Second Grade - 460	16%	56%	28%

K-2 -- Writing Initiatives to Meet Goal Targets

In K-2, students proceed through the writing process focusing on the conventions of writing, the message, language structure, and the development of their handwriting through proper letter.

Utilize the Writing Academy to teach:

K.10B Develop drafts in oral, pictorial, or written form by organizing ideas.

1.11B Develop drafts in oral, pictorial, or written form by:

- (i) organizing with structure; and
- (ii) developing an idea with specific and relevant details.

2.11B Develop drafts into a focused piece of writing by:

- (i) organizing with structure; and
- (ii) developing an idea with specific and relevant details.

Writing in K-2 --

Children want to write. They want to write the first day they attend school. This is no accident. Before they went to school, they marked up walls, pavements, newspapers with crayons, chalk, pens or pencils, anything that makes a mark. The child's marks say, "I am."

-Donald Graves

Grade 4 Writing Performance STAAR Ready Spring 2020

2019-20 Grade 4 Writing STAAR Ready Assessment				
Students	Approaches	Meets	Masters	Goal
380	63%	29%	11%	11%
2019-20 Grade 4 Writing Spanish STAAR Ready Assessment				
Students	Approaches	Meets	Masters	
67	63%	38%	15%	

ELAR INITIATIVES TO MEET GOAL

Official test is April 7, 2020

- 4th grade is focusing on progress of individual student essay writing, which accounts for about 25% of the STAAR writing assessment.

Utilize The Writing Academy games to teach:

ELAR 4.12.B compose informational texts, including brief compositions that convey information about a topic, using a clear central idea and genre characteristics and craft;

STAAR Ready Grade 4 Writing Prompt

WRITTEN COMPOSITION: Expository

READ the following quotation.

I do not know of anyone who has gotten to the top without hard work.

—Margaret Thatcher

THINK about all the hard work you do. It may be work you do at school, at home, or outside.

WRITE about one type of hard work you do. Tell about your work and explain why it is so hard to do.

Be sure to —

- clearly state your central idea
- organize your writing
- develop your writing in detail
- choose your words carefully
- use correct spelling, capitalization, punctuation, grammar, and sentences

Writing from elementary school:
This is an example of our students' writing in grade 4.

- It earned a score point 3 out of 4 on our district benchmark assessment.

Dog-sitting is hard. Most people think of hard work as cleaning your room, washing dishes, or even making your bed, but I consider dog sitting very difficult.

Taking dogs on walks is very hard. I have to make sure they don't try to attack another dog. Last year I was taking a dog on a walk and the dog got loose and attacked a dog. I don't want that to happen again so I buy safer collars. I dog-sit very strong dogs so I buy a lot of collars.

Putting a dog to sleep is so difficult. The dogs are usually very hyper around bed time so I have to play with them for about an hour. Another problem is that they whine all night and you can't sleep. I assume the dogs miss their owners so it really doesn't bother me that much.

Dogsitting can be very hard sometimes but you'll come through. I love dogs so much because they are intelligent creatures, but you have to put some care into it and be responsible.

Essays score: 0, 1, 2, 3, or 4 by two scorers



ELEMENTARY EXPOSITORY WRITING RUBRIC

	ACCOMPLISHED	SATISFACTORY	BASIC	LIMITED
ORGANIZATION/PROGRESSION	<ul style="list-style-type: none"> appropriate organizing structure and well-suited strategies for purpose of prompt clear central idea all ideas strongly support controlling idea/thesis and are on topic coherent and unified consistently logical and well-controlled progression of ideas strong transitions and connections between sentences and paragraphs are meaningful and show relationships among ideas 	<ul style="list-style-type: none"> mostly appropriate organizing structure and adequate use of strategies for purpose of prompt clear central idea most ideas/details support controlling idea/thesis and are on topic coherent but not always unified generally logical and well-controlled progression of ideas are on topic most transitions and connections between sentences and paragraphs are meaningful and sufficiently show relationships among ideas and support flow of essay 	<ul style="list-style-type: none"> evident organizing structure with only somewhat inappropriate strategies for purpose of prompt weak or unclear central idea generally ideas/details relate to the topic but may include irrelevant information weak coherence and focus illogical and uncontrolled progression of ideas may be repetitive or wordy and disrupt flow weak transitions and connections between sentences and paragraphs cause weak or too perfunctory relationships between ideas and disrupt flow of essay 	<ul style="list-style-type: none"> inappropriate organizing structure with strategies only marginally suited or not evident at all for purpose of prompt missing, unclear, or illogical central idea generally ideas relate to the specified topic but may include extraneous information, fail to maintain focus, or shift abruptly between ideas lacks clarity, direction, and focus weak progression of ideas may be repetitive or wordy and cause serious disruptions in flow lack of transitions and random/illogical connections between sentences and paragraphs make one or more parts unclear
DEVELOPMENT OF IDEAS	<ul style="list-style-type: none"> effective use of specific and well-chosen details and examples that add substance to the essay thoughtful and engaging unique experiences and/or world view are included as a basis for connecting ideas in an interesting way thorough understanding of writing task 	<ul style="list-style-type: none"> sufficient use of specific and appropriate details and examples that add some substance to the essay somewhat thoughtful original and not formulaic good understanding of writing task 	<ul style="list-style-type: none"> minimal development with inappropriate, too brief, or partially represented details little or no thoughtfulness sometimes formulaic limited understanding of writing task 	<ul style="list-style-type: none"> weak development with inappropriate, vague, or insufficient details insubstantial essay vague or confused and may be only weakly linked to prompt lack of understanding of writing task
LANGUAGE/CONVENTIONS	<ul style="list-style-type: none"> purposeful, precise word choice suggests keen awareness of writing purpose and contributes to quality/clarity appropriate tone for the writing task purposeful, varied, and well-controlled sentences with consistent command of sentence boundaries consistent command of grade-level appropriate spelling, capitalization, punctuation, grammar, and usage conventions minor errors may be evident but do not detract from fluency or clarity 	<ul style="list-style-type: none"> mostly clear and specific word choice suggests awareness of writing purpose and usually contributes to quality/clarity appropriate tone for the writing task varied and adequately controlled sentences with adequate command of sentence boundaries adequate command of grade-level appropriate spelling, capitalization, punctuation, grammar, and usage conventions minor errors may be evident but create few (if any) disruptions in fluency or clarity 	<ul style="list-style-type: none"> general or imprecise word choice suggests only basic awareness of writing purpose and generally does not contribute to quality/clarity only somewhat appropriate tone for task awkward and somewhat controlled sentences with partial command of sentence boundaries partial command of spelling, capitalization, punctuation, grammar, and usage conventions some distracting errors may be evident, creating minor disruptions in fluency or clarity 	<ul style="list-style-type: none"> vague and limited word choice suggests little or no awareness of writing purpose and may impede quality/clarity inappropriate tone for the writing task simplicistic, awkward, and uncontrolled sentences with little or no command of sentence boundaries little or no command of spelling, capitalization, punctuation, grammar, and usage conventions serious and persistent errors create minor disruptions in fluency and sometimes distort meaning

Grade 7 Writing Performance STAAR Ready Spring 2020

2019-20 Grade 7 Writing STAAR Ready Assessment					
Students	Approaches	Meets	Masters	Goal	
443	55%	26%	9%	14%	

ELAR INITIATIVES TO MEET GOAL

Official test is April 7, 2020

- 7th grade is focusing on progress of individual student essay writing, which accounts for 35% of the writing assessment.

Utilize The Writing Academy games to teach:

7.11.B compose informational texts, including multi-paragraph essays that convey information about a topic, using a clear controlling idea or thesis statement and genre characteristics and craft;

Grade 7 Writing Prompt Sample

WRITTEN COMPOSITION: Expository

READ the information in the box below.

According to surveys, only eight percent of Americans keep their New Year's resolutions. In fact, nearly half of Americans break their promises within the first month of the year.

THINK carefully about the following statement.

It is hard for some people to keep a promise, even one they make to themselves.

WRITE an essay explaining why it is important to keep the promises you make.

Be sure to —

- clearly state your controlling idea
- organize and develop your explanation effectively
- choose your words carefully
- use correct spelling, capitalization, punctuation, grammar, and sentences

Writing from middle school: This is an example of our students' writing in grade 7.

- It earned a score point 4 on our district benchmark assessment.

It can be hard for some people to keep promises, even the ones that they make for themselves. I always tell myself that I'm going to bed early but that never happens. There are various subtle rewards for keeping promises. It is important to keep the promises you make because it'll make you more trustworthy, you'll become more responsible, and overall it's just a good habit to have.

Keeping your promises to others will make you more trustworthy. Let's suppose that someone tells you a secret that you promise to keep, which you do, then they feel like they can trust you with anything. After all, trust is the key to most friendships. Trust is only one of the many rewards for keeping promises.

Secondly, keeping your promises easily acquires responsibility. If you say you're going to do your homework early, then you can go to sleep early, which is something a responsible person does. Being responsible is a key to success in the big world. Responsibility is an easy trait to acquire if you keep promises.

Lastly, keeping promises is just a good habit. When you keep promises for yourself, you're only making yourself a better person. When you keep promises for others, you make yourself look like a good person. In general, this habit is an easily admirable one.

In conclusion, keeping promises has rewards such as people's trust, responsibility, and good habits. After all, who doesn't want to have all those things? Keeping promises is a simple task that comes with great prizes.

Essays score: 0, 1, 2, 3, or by two scorers



SECONDARY EXPOSITORY WRITING RUBRIC

	ACCOMPLISHED	SATISFACTORY	BASIC	LIMITED
ORGANIZATION/PROGRESSION	<ul style="list-style-type: none"> • appropriate organizing structure and well-suited strategies for purpose of prompt • clear controlling idea/thesis • all ideas strongly support controlling idea/thesis and are on topic • coherent and unified • consistently logical and well-controlled progression of ideas • strong transitions and connections between sentences and paragraphs are meaningful and show relationships among ideas 	<ul style="list-style-type: none"> • mostly appropriate organizing structure and adequate use of strategies for purpose of prompt • clear controlling idea/thesis • most ideas/details support controlling idea/thesis and are on topic • coherent but not always unified • generally logical and well-controlled progression of ideas are on topic • most transitions and connections between sentences and paragraphs are meaningful and sufficiently show relationships among ideas and support flow of essay 	<ul style="list-style-type: none"> • evident organizing structure with only somewhat inappropriate strategies for purpose of prompt • weak or unclear controlling idea/thesis • generally ideas/details relate to the topic but may include irrelevant information • weak coherence and focus • illogical and uncontrolled progression of ideas may be repetitive or wordy and disrupt flow • weak transitions and connections between sentences and paragraphs cause weak or too perfunctory relationships between ideas and disrupt flow of essay 	<ul style="list-style-type: none"> • inappropriate organizing structure with strategies only marginally suited or not evident at all for purpose of prompt • missing, unclear, or illogical controlling idea/thesis • generally ideas relate to the specified topic but may include extraneous information, fail to maintain focus, or shift abruptly between ideas • lacks clarity, direction, and focus • weak progression of ideas may be repetitive or wordy and cause serious disruptions in flow • lack of transitions and random/illogical connections between sentences and paragraphs make one or more parts unclear
DEVELOPMENT OF IDEAS	<ul style="list-style-type: none"> • effective use of specific and well-chosen details and examples that add substance to the essay • thoughtful and engaging • unique experiences and/or world view are included as a basis for connecting ideas in an interesting way • thorough understanding of writing task 	<ul style="list-style-type: none"> • sufficient use of specific and appropriate details and examples that add some substance to the essay • somewhat thoughtful • original and not formulaic • good understanding of writing task 	<ul style="list-style-type: none"> • minimal development with inappropriate, too brief, or partially represented details • little or no thoughtfulness • sometimes formulaic • limited understanding of writing task 	<ul style="list-style-type: none"> • weak development with inappropriate, vague, or insufficient details • insubstantial essay • vague or confused and may be only weakly linked to prompt • lack of understanding of writing task
LANGUAGE/CONVENTIONS	<ul style="list-style-type: none"> • purposeful, precise word choice suggests keen awareness of writing purpose and contributes to quality/clarity • appropriate tone for the writing task • purposeful, varied, and well-controlled sentences with consistent command of sentence boundaries • consistent command of grade-level appropriate spelling, capitalization, punctuation, grammar, and usage conventions • minor errors may be evident but do not detract from fluency or clarity 	<ul style="list-style-type: none"> • mostly clear and specific word choice suggests awareness of writing purpose and usually contributes to quality/clarity • appropriate tone for the writing task • varied and adequately controlled sentences with adequate command of sentence boundaries • adequate command of grade-level appropriate spelling, capitalization, punctuation, grammar, and usage conventions • minor errors may be evident but create few (if any) disruptions in fluency or clarity 	<ul style="list-style-type: none"> • general or imprecise word choice suggests only basic awareness of writing purpose and generally does not contribute to quality/clarity • only somewhat appropriate tone for task • awkward and somewhat controlled sentences with partial command of sentence boundaries • partial command of spelling, capitalization, punctuation, grammar, and usage conventions • some distracting errors may be evident, creating minor disruptions in fluency or clarity 	<ul style="list-style-type: none"> • vague and limited word choice suggests little or no awareness of writing purpose and may impede quality/clarity • inappropriate tone for the writing task • simplistic, awkward, and uncontrolled sentences with little or no command of sentence boundaries • little or no command of spelling, capitalization, punctuation, grammar, and usage conventions • serious and persistent errors create minor disruptions in fluency and sometimes distort meaning



QUESTIONS?

**ORDER
AUTHORIZING THE ISSUANCE OF**

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS,
TAXABLE SERIES 2020**

Adopted: March 24, 2020

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AN ORDER authorizing the issuance of “Canutillo Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2020”; levying a continuing direct annual ad valorem tax for the payment of such Bonds; and resolving other matters incident and related thereto, including delegating certain matters relating to the sale and issuance of the Bonds to authorized District officials within specified parameters

WHEREAS, the Board of Trustees (the “Board”) of the Canutillo Independent School District (the “District”) has heretofore issued, sold, and delivered, and there are currently outstanding bonds of the District payable from ad valorem taxes of the following issue or series (together hereinafter called the “Refundable Bonds”), to wit: “Canutillo Independent School District Unlimited Tax School Building Bonds, Series 2013,” dated June 1, 2013; and

WHEREAS, pursuant to the provisions of Texas Government Code, Chapter 1207, as amended, the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with the place of payment for the bonds to be refunded, or other authorized depository, and such deposit, when made in accordance with such statute, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the bonds to be refunded; and

WHEREAS, the District shall by this Order, in accordance with the provisions of Texas Government Code, Section 1207.007, as amended, delegate to a Pricing Officer (hereafter designated) the authority to determine the principal amount of Bonds to be issued negotiate the terms of sale thereof and to select the specific maturities (whole or part) of the Refundable Bonds to be refunded; and

WHEREAS, the Board hereby finds and determines that it is a public purpose and in the best interests of the District to refund all or part of the Refundable Bonds in order to achieve a present value debt service savings, with such savings, among other information and terms, to be included in a pricing certificate (the “Pricing Certificate”) to be executed by the Pricing Officer, all in accordance with the provisions of Texas Government Code, Section 1207.007, as amended; now, therefore,

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

SECTION 1: Authorization - Series Designation - Principal Amount - Purpose - Bond Date. Unlimited tax bonds of the District shall be and are hereby authorized to be issued in the maximum aggregate principal amount hereinafter set forth to be designated and bear the title “CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, TAXABLE SERIES 2020” and/or any additional or different designation as specified in the Pricing Certificate (herein referred to as the “Bonds”), for the purpose of (i) providing funds for the discharge and final payment of all or part of the Refundable Bonds (those Refundable Bonds actually refunded, as identified in the Pricing Certificate, are referred to herein as the “Refunded Bonds”) and (ii) to pay the costs and expenses of issuance, in accordance with the authority conferred by and in conformity with the Constitution and laws of

the State of Texas, including Texas Government Code, Chapter 1207, as amended. The Bonds shall be dated (the “Bond Date”) as provided in the Pricing Certificate.

SECTION 2: Fully Registered Interest Paying/Non-Interest Paying Obligations - Terms. The Bonds shall be issued as fully registered obligations, without coupons, and as either or both “Current Interest Bonds” (obligations paying accrued interest to the holders or owners on and at stated intervals prior to maturity) and “Capital Appreciation Bonds” (obligations paying no accrued interest to the holders or owners prior to maturity).

(a) Current Interest Bonds. Current Interest Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall be in denominations of \$5,000 or any integral multiple (within a Stated Maturity) thereof, shall be lettered “R” and numbered consecutively from one (1) upward and principal shall become due and payable on a date certain in each of the years and in amounts (the “Stated Maturities”) and bear interest at the rate(s) per annum in accordance with the details of the Current Interest Bonds as set forth in the Pricing Certificate.

Current Interest Bonds shall bear interest on the unpaid principal amounts from the date specified in the Pricing Certificate at the rate(s) per annum shown in the Pricing Certificate (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Current Interest Bonds shall be payable in each year on the dates, and commencing on the date, set forth in the Pricing Certificate.

(b) Capital Appreciation Bonds. Capital Appreciation Bonds (other than the Initial Bonds referenced in Section 8 hereof) shall each be issued in Maturity Amounts (the “Accreted Value” [as hereinafter defined] at maturity) of \$5,000, or any integral multiple thereof within a Stated Maturity, shall be lettered “CAB-” and numbered consecutively from one (1) upward, and the original principal amounts of the Capital Appreciation Bonds, shall accrue interest at the interest rate(s) stated in the Pricing Certificate, and shall become due and payable on a date certain in each of the years (the “Stated Maturities”) in the Maturity Amounts set forth in the Pricing Certificate.

Interest on the Capital Appreciation Bonds shall accrue from the date of delivery of the Bonds to the initial purchasers, and be compounded semiannually in each year on the dates (the “Compounding Dates”), and commencing on the date, set forth in the Pricing Certificate, until the Stated Maturity or earlier redemption thereof. The accrued interest on Capital Appreciation Bonds shall be payable at maturity or earlier redemption as a portion of the Maturity Amount or Accreted Value thereof.

The term “Accreted Value”, as used herein with respect to Capital Appreciation Bonds, shall mean the original principal amount of a Capital Appreciation Bond, plus the initial premium, if any, paid therefor, with interest thereon compounded semiannually to the Compounding Date next preceding the date of such calculation (or the date of calculation, if such calculation is made on a Compounding Date), at the respective interest rates stated in the Pricing Certificate therefor and, with respect to each \$5,000 Accreted Value at maturity, as set forth in the Accreted Value table attached to the Pricing Certificate and in the Official Statement referred to in the Pricing Certificate. For any day other than a Compounding Date, the Accreted Value of

a Capital Appreciation Bond shall be determined by a straight line interpolation between the values for the applicable semiannual Compounding Dates (based on 30-day months).

SECTION 3: Delegation of Authority to Pricing Officer.

(a) As authorized by Texas Government Code, Section 1207.007, as amended, each of the Superintendent of Schools and the Chief Business Officer (either, a “Pricing Officer”), acting individually and not jointly, is hereby authorized to act on behalf of the District in selling and delivering the Bonds and carrying out the other procedures specified in this Order, including selecting the specific maturities (whole or part) of the Refundable Bonds to be refunded, determining the aggregate original principal amount of the Bonds, the date of the Bonds, any additional or different designation or title by which the Bonds shall be known, the price at which the Bonds will be sold, the manner of sale (negotiated, privately placed or competitively bid), the years in which the Bonds will mature, the principal amount to mature in each of such years, the rate of interest to be borne by each such maturity, the interest payment dates, the record date, the compounding dates, the price and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the District, as well as any mandatory sinking fund redemption provisions, the designation of a paying agent/registrar, the designation of an escrow agent satisfying the requirements of Texas Government Code, Chapter 1207, as amended, and all other matters relating to the issuance, sale, and delivery of the Bonds, including any modification of the continuing disclosure undertaking contained in Section 35 hereof, all of which shall be specified in the Pricing Certificate; provided that:

- (i) the aggregate original principal amount of the Bonds shall not exceed \$20,615,000;
- (ii) the refunding must produce present value savings of at least 5.00%, net of any District contribution, and \$1,000,000;
- (iii) the true interest cost rate of the Bonds shall not exceed 5.00%; and
- (iv) the maximum maturity date for the Bonds shall not exceed August 15, 2038.

The execution of the Pricing Certificate shall evidence the sale date of the Bonds by the District to the Purchasers (hereinafter defined).

(b) In establishing the aggregate principal amount of the Bonds, the Pricing Officer shall establish an amount not exceeding the amount authorized in Subsection (a)(i) above, which shall be sufficient in amount to provide for the purposes for which the Bonds are authorized and to pay costs of issuing the Bonds. The delegation made hereby shall expire if not exercised by the Pricing Officer on or prior to 180 days from the date hereof.

SECTION 4: Terms of Payment-Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds, due and payable by reason of maturity, redemption or otherwise, shall be payable only to the registered owners or holders of the Bonds (hereinafter called the “Holders”) appearing on the registration and transfer books maintained by the Paying

Agent/Registrar, and the payment thereof shall be in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts, and shall be without exchange or collection charges to the Holders.

In the Pricing Certificate, the Pricing Officer shall designate the entity to serve as Paying Agent/Registrar for the Bonds Books and records relating to the registration, payment, exchange and transfer of the Bonds (the "Security Register") shall at all times be kept and maintained on behalf of the District by the Paying Agent/Registrar, all as provided herein, in accordance with the terms and provisions of a "Paying Agent/Registrar Agreement," substantially in the form attached hereto as **Exhibit A** and such reasonable rules and regulations as the Paying Agent/Registrar and the District may prescribe. The Pricing Officer is hereby authorized to execute and deliver such Paying Agent/Registrar Agreement in connection with the delivery of the Bonds. The District covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be a commercial bank, trust company, financial institution, or other entity qualified and authorized to serve in such capacity and perform the duties and services of Paying Agent/Registrar. Upon any change in the Paying Agent/Registrar for the Bonds, the District agrees to promptly cause a written notice thereof to be sent to each Holder by United States mail, first-class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Principal of and premium, if any, on the Bonds shall be payable at the Stated Maturities or redemption thereof, only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its designated offices as provided in the Pricing Certificate (the "Designated Payment/Transfer Office"); provided, however, while a Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount thereof may be accomplished without presentation and surrender of such Bond. Interest accrued on a Capital Appreciation Bond shall be payable at its Stated Maturity or redemption as a portion of the Accreted Value or Maturity Amount. Interest on a Current Interest Bond shall be paid by the Paying Agent/Registrar to the Holder whose name appears in the Security Register at the close of business on the Record Date (which shall be set forth in the Pricing Certificate) and such interest payments shall be made (i) by check sent United States mail, first-class, postage prepaid, to the address of the Holder recorded in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

In the event of a nonpayment of interest on a scheduled payment date on the Current Interest Bonds, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the interest due and payable (which shall be 15 days

after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each Holder of the Current Interest Bonds appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of each and every owner of the Bonds issued under and pursuant to the provisions of this Order, or if appropriate, the nominee thereof. Any Bond may be transferred or exchanged for Bonds of like kind (Current Interest Bonds or Capital Appreciation Bonds), maturity and amount and in authorized denominations by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender of any Bond (other than the Initial Bonds authorized in Section 8 hereof) for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar, one or more new Bonds shall be registered and issued to the assignee or transferee of the previous Holder; such Bonds to be in authorized denominations, of like Stated Maturity and of a like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds (other than the Initial Bonds authorized in Section 8 hereof) may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest and of like aggregate principal amount (with respect to Current Interest Bonds) or Maturity Amount (with respect to Capital Appreciation Bonds) as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the Designated Payment/Transfer Office of the Paying Agent/Registrar. Whenever any Bonds are surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds to the Holder requesting the exchange.

All Bonds issued in any transfer or exchange of Bonds shall be delivered to the Holders at the Designated Payment/Transfer Office of the Paying Agent/Registrar or sent by United States mail, first-class, postage prepaid, to the Holders, and, upon the registration and delivery thereof, the same shall be the valid obligations of the District, evidencing the same obligation to pay and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds cancelled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be “Predecessor Bonds,” evidencing all or a portion, as the case may be, of the same obligation to pay evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term “Predecessor Bonds” shall include any mutilated, lost, destroyed, or stolen Bond for which a replacement Bond has been issued, registered, and delivered in lieu thereof pursuant to the provisions of Section 11 hereof and such new replacement Bond shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

Neither the District nor the Paying Agent/Registrar shall be required to issue or transfer to an assignee of a Holder any Bond called for redemption, in whole or in part, within forty-five (45) days of the date fixed for the redemption of such Bond; provided, however, such limitation on transferability shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond called for redemption in part.

SECTION 6: Book-Entry-Only Transfers and Transactions. Notwithstanding the provisions contained in Sections 4 and 5 hereof relating to the payment and transfer/exchange of the Bonds, the District hereby approves and authorizes the use of “Book-Entry-Only” securities clearance, settlement, and transfer system provided by The Depository Trust Company (“DTC”), a limited purpose trust company organized under the laws of the State of New York, in accordance with the requirements and procedures identified in the current DTC Operational Arrangements memorandum, as amended, the Blanket Issuer Letter of Representation, by and between the District and DTC, and the Letter of Representation from the Paying Agent/Registrar to DTC (collectively, the “Depository Agreement”) relating to the Bonds.

Pursuant to the Depository Agreement and the rules of DTC, the Bonds shall be deposited with DTC who shall hold such Bonds for its participants (the “DTC Participants”). While the Bonds are held by DTC under the Depository Agreement, the Holder of the Bonds on the Security Register for all purposes, including payment and notices, shall be Cede & Co., as nominee of DTC, notwithstanding the ownership of each actual purchaser or owner of each Bond (the “Beneficial Owners”) being recorded in the records of DTC and DTC Participants.

In the event DTC determines to discontinue serving as securities depository for the Bonds or otherwise ceases to provide book-entry clearance and settlement of securities transactions in general, the District covenants and agrees with the Holders of the Bonds to cause Bonds to be printed in definitive form and provide for the Bond certificates to be issued and delivered to DTC Participants and Beneficial Owners, as the case may be. Thereafter, the Bonds in definitive form shall be assigned, transferred and exchanged on the Security Register maintained by the Paying Agent/Registrar, and payment of such Bonds shall be made in accordance with the provisions of Sections 4 and 5 hereof.

SECTION 7: Execution - Registration. The Bonds shall be executed on behalf of the District by the President or Vice President of the Board under its seal reproduced or impressed thereon and attested by the Secretary or other member of the Board. The signature of such officers on the Bonds may be manual or facsimile. Bonds bearing the manual or facsimile signatures of individuals who are or were the proper officers of the District on the date of

adoption of this Order shall be deemed to be duly executed on behalf of the District, regardless of whether such individuals are no longer officers at the time of delivery of the Bonds to the initial purchaser(s) and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Texas Government Code, Chapter 1201, as amended, as amended.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized agent, or a certificate of registration substantially in the form provided in **Exhibit B**, manually executed by an authorized officer, employee or representative of the Paying Agent/Registrar, and either such certificate duly signed upon any Bond shall be conclusive evidence, and the only evidence, that such Bond has been duly certified, registered, and delivered.

SECTION 8: Initial Bonds. The Bonds herein authorized shall be initially issued as fully registered Bonds of the appropriate kind (Current Interest Bonds and Capital Appreciation Bonds) as specified in the Pricing Certificate, being (i) a single, fully registered Current Interest Bond in the aggregate principal amount noted and principal installments to become due and payable as provided in the Pricing Certificate and numbered TR-1, and/or (ii) a single, fully registered Capital Appreciation Bond in the aggregate Maturity Amount noted, and with installments of such Maturity Amount to become due and payable as provided, in the Pricing Certificate and numbered TCAB-1 (hereinafter called the “Initial Bonds”) and the Initial Bonds shall be registered in the name of the initial purchaser(s) or the designee thereof. The Initial Bonds shall be the Bonds submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the initial purchaser(s). Any time after the delivery of the Initial Bonds, the Paying Agent/Registrar, pursuant to written instructions from the initial purchaser(s), or the designee thereof, shall cancel the Initial Bonds delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts (with respect to Current Interest Bonds) or Maturity Amounts (with respect to the Capital Appreciation Bonds) and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the initial purchaser(s), or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 9: Forms. (a) **Forms Generally.** The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds, shall be substantially in the forms set forth in **Exhibit B** with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order or the Pricing Certificate. The Bonds to be completed and modified with the information set forth in the Pricing Certificate may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including language pertaining to the Bonds being guaranteed by the Permanent School Fund and any

reproduction of an opinion of counsel) thereon as may, consistently herewith, be established by the District or determined by the Pricing Officer. The Pricing Certificate shall set forth the final and controlling terms of the Bonds. Any portion of the text of any Bonds may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds and the Initial Bonds shall be printed, lithographed, or engraved, typewritten, photocopied or otherwise reproduced in any other similar manner, all as determined by the officers executing such Bonds as evidenced by their execution.

SECTION 10: Levy of Taxes. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the District, without limit as to rate or amount, sufficient to pay the principal of and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars' valuation of taxable property in the District for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of and interest on such Bonds while Outstanding (hereinafter defined); full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the District and shall be deposited in the "SPECIAL TAXABLE SERIES 2020 UNLIMITED TAX REFUNDING BOND FUND" (the "Interest and Sinking Fund") to be maintained at an official depository of the District's funds; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

PROVIDED, however, in regard to any payment to become due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date, sufficient current funds will be available and are hereby appropriated to make such payments; and proper officials of the District are hereby authorized and directed to transfer and deposit in the Interest and Sinking Fund such current funds which, together with the accrued interest received from the initial purchasers, will be sufficient to pay the payments due on the Bonds prior to the tax delinquency date next following the annual assessment of taxes levied which next follows the Bond Date.

The District represents that it currently receives state assistance, and to the extent the District's ability to comply with Texas Education Code, Section 45.0031, as amended, with respect to the issuance of the Bonds is contingent on such state assistance, the District covenants and agrees a tax rate will not be adopted for a year to pay debt service on the Bonds unless the District has deposited to the credit of the Interest and Sinking Fund the amount of such state assistance received or to be received in that year and used in the demonstration to the Attorney General to comply with such Section 45.0031. Furthermore, in the event the District receives state assistance for the Bonds under Texas Education Code, Chapter 46, as amended, and while such assistance or any substitute program therefor requires such state assistance to be deposited to the Interest and Sinking Fund for the Bonds, the District covenants and agrees to deposit to the credit of the Interest and Sinking Fund the state assistance received by the District pursuant to Chapter 46, or any successor program, for the Bonds, and a tax rate for purposes of debt service shall be adopted that takes into account the balance of the Interest and Sinking Fund.

The President, Vice President, and Secretary of the Board, the Superintendent of Schools, and the Chief Business Officer of the District, individually or jointly, are hereby authorized and directed to cause to be transferred to the Paying Agent/Registrar for the Bonds, from funds on deposit in the Interest and Sinking Fund, amounts sufficient to fully pay and discharge promptly each installment of interest and principal of the Bonds as the same accrues or matures or comes due by reason of redemption prior to maturity; such transfers of funds to be made in such manner as will cause collected funds to be deposited with the Paying Agent/Registrar on or before each principal and interest payment date for the Bonds.

SECTION 11: Mutilated-Destroyed-Lost and Stolen Bonds. In case any Bond shall be mutilated, or destroyed, lost, or stolen, the Paying Agent/Registrar may execute and deliver a replacement Bond of like form and tenor, and in the same denomination and bearing a number not contemporaneously outstanding, in exchange and substitution for such mutilated Bond; and with respect to a lost, destroyed, or stolen Bond, a replacement Bond may be issued only upon the approval of the District and after (i) the filing by the Holder with the Paying Agent/Registrar of evidence satisfactory to the Paying Agent/Registrar of the destruction, loss, or theft of such Bond, and of the authenticity of the ownership thereof and (ii) the furnishing to the Paying Agent/Registrar of indemnification in an amount satisfactory to hold the District and the Paying Agent/Registrar harmless. All expenses and charges associated with such indemnity and with the preparation, execution and delivery of a replacement Bond shall be borne by the Holder of the Bond mutilated, or destroyed, lost, or stolen.

Every replacement Bond issued pursuant to this Section shall be a valid and binding obligation of the District, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds; notwithstanding the enforceability of payment by anyone of the destroyed, lost, or stolen Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost, or stolen Bonds.

SECTION 12: Satisfaction of Obligation of District. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal of and interest on the Bonds, at the times and in the manner stipulated in this Order and the Pricing Certificate, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds or any principal amount(s) (with respect to Current Interest Bonds) and/or Maturity Amounts (with respect to Capital Appreciation Bonds) shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds at maturity or to the redemption date therefor, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities have been certified by an independent accounting firm to mature as to principal and interest in such amounts and at such times as will insure the

availability, without reinvestment, of sufficient money, together with any moneys deposited therewith, to pay when due the Bonds on the Stated Maturities thereof or (if notice of redemption has been duly given or waived or if irrevocable arrangements therefor acceptable to the Paying Agent/Registrar have been made) the redemption date thereof. The District covenants that no deposit of moneys or Government Securities will be made under this Section and no use made of any such deposit that would cause the Bonds to be treated as “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, or regulations adopted pursuant thereto.

Any moneys so deposited with the Paying Agent/Registrar, or an authorized escrow agent, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section in excess of the amount required for the payment of the Bonds shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity, or applicable redemption date, of the Bonds such moneys were deposited and are held in trust to pay shall upon the request of the District be remitted to the District against a written receipt therefor. Notwithstanding the above and foregoing, any remittance of funds from the Paying Agent/Registrar to the District shall be subject to any applicable unclaimed property laws of the State of Texas.

Unless otherwise specified in the Pricing Certificate, the term “Government Securities,” as used herein means (a) direct, noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States of America, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of their acquisition or purchase by the District, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent and (d) any other then authorized securities or obligations under applicable State law that may be used to defease obligations such as the Bonds.

The District reserves the right, subject to satisfying the requirements of (i) and (ii) above, to substitute other Government Securities for the Government Securities originally deposited, to reinvest the uninvested moneys on deposit for such defeasance and to withdraw for the benefit of the District moneys in excess of the amount required for such defeasance.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. Provided, however, the District has reserved the option, to be exercised at the time of the defeasance of the Bonds, to call for redemption, at an earlier date, those Bonds which have been defeased to their maturity date, if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds

immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

SECTION 13: Order a Contract - Amendments - Outstanding Bonds. This Order, together with the Pricing Certificate, shall constitute a contract with the Holders from time to time, be binding on the District, and shall not be amended or repealed by the District so long as any Bond remains Outstanding except as permitted in this Section and in Section 35 hereof. The District may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order or any provision in the Pricing Certificate in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the District may, with the consent of Holders who own in the aggregate a majority of the principal amount (with respect to Current Interest Bonds) and/or Maturity Amount (with respect to Capital Appreciation Bonds) of the Bonds then Outstanding, amend, add to, or rescind any of the provisions of this Order or any provision in the Pricing Certificate; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of and interest on the Bonds, reduce the principal amount or Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount or Maturity Amount, as the case may be, of Bonds required to be held by Holders for consent to any such amendment, addition, or rescission.

The term “Outstanding” when used in this Order with respect to Bonds means, as of the date of determination, all Bonds theretofore issued and delivered under this Order, except:

- (1) those Bonds cancelled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds deemed to be duly paid by the District in accordance with the provisions of Section 12 hereof; and
- (3) those mutilated, destroyed, lost, or stolen Bonds which have been replaced with Bonds registered and delivered in lieu thereof as provided in Section 11 hereof.

SECTION 14: Sale of Bonds – Official Statement. The Bonds authorized by this Order may be sold by the District to the purchaser(s) identified in the Pricing Certificate (herein referred to as the “Purchasers”) by (i) negotiated sale, in accordance with a bond purchase agreement (the “Purchase Contract”), (ii) by private placement, in accordance with an agreement to purchase or other agreement, or (iii) by competitive bidding, in accordance with the successful bid submitted therefor, as determined by the Pricing Officer, in accordance with Section 3 hereof. In the event the Bonds are sold by negotiated sale, the Pricing Officer shall designate and identify the Purchasers in the Pricing Certificate. The Pricing Officer is hereby authorized and directed to execute the Purchase Contract, agreement to purchase in the event of a private placement, or the successful bid form in the event of a competitive sale, as applicable, for and on behalf of the District and as the act and deed of this Board.

With regard to such terms and provisions of the Purchase Contract as a result of a negotiated sale, the Pricing Officer is hereby authorized to come to an agreement with the Purchasers on the following, among other matters:

1. The details of the purchase and sale of the Bonds;
2. The details of the public offering of the Bonds by the Purchasers;
3. The details of an Official Statement (and, if appropriate, any Preliminary Official Statement) relating to the Bonds and the District's Rule 15c2-12 compliance;
4. A security deposit for the Bonds;
5. The representations and warranties of the District to the Purchasers;
6. The details of the delivery of, and payment for, the Bonds;
7. The Purchasers' obligations under the Purchase Contract;
8. The certain conditions to the obligations of the District under the Purchase Contract;
9. Termination of the Purchase Contract;
10. Particular covenants of the District;
11. The survival of representations made in the Purchase Contract;
12. The payment of any expenses relating to the Purchase Contract;
13. Notices; and
14. Any and all such other details that are found by the Pricing Officer to be necessary and advisable for the purchase and sale of the Bonds.

The Pricing Officer is hereby authorized and directed to execute the Purchase Contract for and on behalf of the District and as the act and deed of this Board.

The President, Vice President or Secretary of the Board or the Pricing Officer is authorized and directed to execute and deliver for and on behalf of the District a Preliminary Official Statement and an Official Statement, prepared in connection with the offering of the Bonds by the Purchasers, in final form as may be required by the Purchasers, and such final Official Statement in the form and content as approved by the Pricing Officer or as manually executed by such officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Purchasers.

SECTION 15: Refunded Bonds.

(a) In order to provide for the refunding, discharge, and retirement of the Refunded Bonds, the Refunded Bonds, identified, described, and in the amount set forth in the Pricing Certificate, are called for redemption on the first date such Refunded Bonds are subject to redemption or such other date specified by the Pricing Officer in the Pricing Certificate at the price of par plus accrued interest to the redemption date, and notices of such redemption shall be

given in accordance with the applicable provisions of the order adopted by the Board which authorized the issuance of the Refunded Bonds. The Pricing Officer is hereby authorized and directed to issue or cause to be issued a Notice of Redemption for the Refunded Bonds in substantially the form set forth as an exhibit to the Pricing Certificate, to the paying agent/registrars for Refunded Bonds, in accordance with the redemption provisions applicable to the Refunded Bonds.

(b) The paying agent/registrars for Refunded Bonds is hereby directed to provide the appropriate notice of redemption as required by the order authorizing the Refunded Bonds and is hereby directed to make appropriate arrangements so that the Refunded Bonds may be redeemed on the redemption date therefor, including making a lot selection with respect to the redemption of any partial maturities of the Refunded Bonds.

(c) The source of funds for payment of the principal of and interest on the Refunded Bonds on their respective maturity or redemption dates shall be from the funds deposited with the Escrow Agent, pursuant to the Escrow Agreement finalized by the Pricing Officer and approved in Section 15 of this Order and by the Pricing Officer.

SECTION 16: Special Escrow Agreement. To the extent required in connection with the issuance of the Bonds, an escrow agreement, deposit letter agreement or such other comparable document which evidences the receipt of refunding bond proceeds (the “Escrow Agreement”) shall be attached to the Pricing Certificate. Such Escrow Agreement is hereby authorized and shall be finalized and executed by the Pricing Officer for and on behalf of the District and as the act and deed of this Board. The Escrow Agreement as executed by such Pricing Officer shall be deemed approved by the Board and constitute the Escrow Agreement herein approved. In addition, the Pricing Certificate shall identify an escrow agent (the “Escrow Agent”) necessary for the refunding of the Refunded Bonds. With regard to the finalization of certain terms and provisions of the Escrow Agreement, the Pricing Officer is hereby authorized to come to an agreement with the Escrow Agent on the following details, among other matters:

1. The identification of the Refunded Bonds;
2. The creation and funding of the Escrow Fund; and
3. The Escrow Agent’s compensation, administration of the Escrow Fund, and the settlement of any paying agents’ charges relating to the Refunded Bonds.

Furthermore, appropriate officials of the District in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the escrowed securities referenced in the Escrow Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the “CANUTILLO INDEPENDENT SCHOOL DISTRICT TAXABLE SERIES 2020 UNLIMITED TAX REFUNDING BOND ESCROW FUND” (referred to herein as the “Escrow Fund”), or such other designation as specified in the Pricing Certificate; all as contemplated and provided in Texas Government Code, Chapter 1207, as amended, this Order, the Pricing Certificate, and the Escrow Agreement.

SECTION 17: Control and Custody of Bonds. The President of the Board shall be and is hereby authorized to take and have charge of all necessary orders and records, including the definitive Bonds and the Initial Bonds, pending the investigation and approval of the Initial Bonds by the Attorney General of the State of Texas, and the registration of the Initial Bonds to the Comptroller of Public Accounts and the delivery thereof to the Purchasers.

SECTION 18: Proceeds of Sale. Immediately following the delivery of the Bonds, the proceeds of sale (less those proceeds of sale designated to pay costs of issuance and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for the payment and redemption of the Refunded Bonds. The proceeds of sale of the Bonds not so deposited with the Escrow Agent or the paying agent/registrar for the Refunded Bonds shall be disbursed for payment of costs of issuance or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from the District or its Financial Advisor.

Additionally, the Pricing Officer shall determine the amount of any District contribution to the refunding from moneys on deposit in the interest and sinking fund maintained for the payment of the Refunded Bonds.

SECTION 19: Notices to Holders-Waiver. Wherever this Order or the Pricing Certificate provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class, postage prepaid, to the address of each Holder appearing in the Security Register at the close of business on the business day next preceding the mailing of such notice.

In any case in which notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Bonds. Where this Order or the Pricing Certificate provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 20: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly cancelled by it and, if surrendered to the District, shall be delivered to the Paying Agent/Registrar and, if not already cancelled, shall be promptly cancelled by the Paying Agent/Registrar. The District may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the District may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Paying Agent/Registrar. All cancelled Bonds held by the Paying Agent/Registrar shall be returned to the District.

SECTION 21: Bond Counsel Opinion. The obligation of the Purchasers to accept delivery of the Bonds is subject to being furnished a final opinion of Norton Rose Fulbright US

LLP, Attorneys, Dallas, Texas, approving the Bonds as to their validity, such opinion to be dated and delivered as of the date of delivery and payment for the Bonds. A true and correct reproduction of such opinion is hereby authorized to be printed on the Bonds, or an executed counterpart thereof is hereby authorized to be either printed on definitive printed obligations or deposited with DTC along with the global certificates for the implementation and use of the Book-Entry-Only System used in the settlement and transfer of the Bonds. The prior engagement of such firm as Bond Counsel to the District is hereby confirmed and ratified. In addition, the Board authorizes the Superintendent of Schools, the President of the Board or the Pricing Officer, to execute a written supplement, modification and/or extension to the District's existing engagement with such firm in connection with the issuance of the Bonds.

SECTION 22: CUSIP Numbers. CUSIP numbers may be printed or typed on the definitive Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the definitive Bonds shall be of no significance or effect as regards the legality thereof, and neither the District nor attorneys approving the Bonds as to legality are to be held responsible for CUSIP numbers incorrectly printed or typed on the definitive Bonds.

SECTION 23: Further Procedures. Any one or more of the President and Vice President of the Board, the Superintendent of Schools, and the Chief Business Officer are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and on behalf of the District all agreements, instruments, certificates or other documents, whether mentioned herein or not, as may be necessary or desirable in order to carry out the terms and provisions of this Order and the issuance of the Bonds. In addition, prior to the initial delivery of the Bonds, the President and Vice President of the Board, the Superintendent of Schools, the Chief Business Officer or Bond Counsel to the District are each hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the documents authorized and approved by this Order: (i) in order to cure any technical ambiguity, formal defect, or omission in the Order or such other document; or (ii) as requested by the Attorney General of the State of Texas or his representative to obtain the approval of the Bonds by the Attorney General and if such officer or counsel determines that such ministerial changes are consistent with the intent and purpose of the Order, which determination shall be final. In the event that any officer of the District whose signature shall appear on any document shall cease to be such officer before the delivery of such document, such signature nevertheless shall be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 24: Benefits of Order. Nothing in this Order or the Pricing Certificate, expressed or implied, is intended or shall be construed to confer upon any person other than the District, the Paying Agent/Registrar and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or the Pricing Certificate or any provision hereof, this Order and the Pricing Certificate and all their provisions being intended to be and being for the sole and exclusive benefit of the District, the Paying Agent/Registrar, and the Holders.

SECTION 25: Inconsistent Provisions. All orders or resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Order or the Pricing Certificate are

hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters contained herein.

SECTION 26: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 27: Effect of Headings. The Section headings herein are for convenience of reference only and shall not affect the construction hereof.

SECTION 28: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine, or neuter gender shall be considered to include the other genders.

SECTION 29: Severability. If any provision of this Order or the application thereof to any circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 30: Incorporation of Findings and Determinations. The findings and determinations of the Board contained in the preamble hereof are hereby incorporated by reference and made a part of this Order for all purposes as if the same were restated in full in this Section.

SECTION 31: Permanent School Fund Guarantee. The Bonds may be sold with the principal of and interest thereon being guaranteed by the “Permanent School Fund” created, established and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas. The Pricing Officer is hereby authorized to determine whether to make application to the Commissioners of Education of the State of Texas (the “Commissioner”) for the Bonds to be, subject to compliance with the Texas Education Agency’s rules and regulations, guaranteed by the Permanent School Fund in accordance with the provisions of Texas Education Code, Subchapter C of Chapter 45, as amended.

In the event the Pricing Officer makes application to, and the District receives approval from, the Texas Education Agency that the Bonds as eligible for such guarantee, the District hereby certifies, agrees, covenants and acknowledges that:

- (i) Immediately following a determination of the District’s inability to pay any principal payment or interest installment, on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or interest payment date, the Superintendent shall notify the Commissioner, in the name of the District, of (a) the District’s inability to pay, all or any portion, of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required by the District and deposited with the

Paying Agent/Registrar and (e) such other information as the Commissioner shall require.

(ii) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders.

(iii) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Texas Education Code, Section 45.059(b), as amended, shall prevail, to the extent of conflict, over the provisions of Section 21 hereof, and such amount or amounts paid with funds from the Permanent School Fund, plus interest on such amount or amounts, shall be deducted from the first State money payable to the District in the following order: first from the Foundation School Fund and then from the Available School Fund until full reimbursement of such amount or amounts has been made to the Permanent School Fund.

(iv) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents and employees to comply with the duties required by law in regard to the Bonds.

(v) Written notice advising of the defeasance of the Bonds by a refunding or otherwise shall be given to the Division of State Finance of the Texas Education Agency within ten (10) calendar days following the defeasance of the Bonds, and such defeasance shall cause the guarantee of the Bonds by the Permanent School Fund to be removed in its entirety and terminated in all respects.

SECTION 32: Bond Insurance. The Bonds may be sold with the principal of and interest thereon being insured by a municipal bond insurance provider authorized to transact business in the State of Texas. The Pricing Officer is hereby authorized to make the selection of municipal bond insurance (if any) for the Bonds and make the determination of the provisions of any commitment therefor.

SECTION 33: Credit Enhancement. The Bonds may be sold with credit enhancement pursuant to the bond intercept credit enhancement program, Texas Education Code, Section 45.251, et seq. The Pricing Officer is hereby authorized to determine whether to make application for such credit enhancement.

SECTION 34: Continuing Disclosure Undertaking. This Section shall apply unless the Pricing Officer determines in the Pricing Certificate that an undertaking is not required pursuant to the Rule.

(a) Definitions. As used in this Section, the following terms have the meanings ascribed to such terms below:

“*Financial Obligation*” means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that “financial obligation” shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

“*MSRB*” means the Municipal Securities Rulemaking Board.

“*Rule*” means SEC Rule 15c2-12, as amended from time to time or officially interpreted by the SEC.

“*SEC*” means the United States Securities and Exchange Commission.

(b) Annual Reports. The District shall provide annually to the MSRB (1) within six months after the end of each fiscal year beginning in the year stated in the Pricing Certificate, financial information and operating data with respect to the District of the general type included in the applicable final Official Statement approved by the Pricing Officer and described in the Pricing Certificate, and (2) if not provided as part of such financial information and operating data, audited financial statements of the District, when and if available, but in any case within twelve months after the end of each fiscal year beginning in the year stated in the Pricing Certificate. If audited financial statements are not available by the required time, the District will provide unaudited financial statements of the type included in the applicable Official Statement by the required time and audited financial statements when and if such audited financial statements become available. Any financial statements so to be provided shall be prepared in accordance with the accounting principles described in the Pricing Certificate, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided.

If the District changes its fiscal year, it will notify the MSRB of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document available to the public on the MSRB’s Internet website or filed with the SEC.

(c) Notice of Certain Events. The District shall provide notice of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
11. Rating changes;
12. Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
13. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
14. Appointment of a successor or additional trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph 12 is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District and (b) the District intends the words used in the immediately preceding paragraphs 15 and 16 and the definition of Financial Obligation in this Section to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

(d) Filings with the MSRB. All financial information, operating data, financial statements, notices, and other documents provided to the MSRB in accordance with this Section shall be provided in an electronic format prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

(e) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section with respect to the District and the Bonds while, but only while, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice required by subsection (c) hereof of any Bond calls and defeasance that cause the District to be no longer such an “obligated person”.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the District or the State of Texas or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended, or shall act, to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

Notwithstanding anything herein to the contrary, the provisions of this Section may be amended by the District from time to time to adapt to changed circumstances resulting from a

change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The provisions of this Section may also be amended from time to time or repealed by the District if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but only if and to the extent that reservation of the District's right to do so would not prevent underwriters of the initial public offering of the Bonds from lawfully purchasing or selling Bonds in such offering. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (b) an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

SECTION 35: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Texas Government Code, Chapter 551, as amended.

SECTION 36: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank.]

PASSED AND ADOPTED, this March 24, 2020.

CANUTILLO INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(District Seal)

EXHIBIT A
PAYING AGENT/REGISTRAR AGREEMENT

EXHIBIT B

FORMS

(a) Form of Definitive Bonds.

[CURRENT INTEREST BONDS]

REGISTERED
NO. R-_____

REGISTERED
PRINCIPAL AMOUNT
\$_____

UNITED STATES OF AMERICA
STATE OF TEXAS
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
TAXABLE SERIES 2020

Bond Date: _____ Interest Rate: _____ Stated Maturity: _____ CUSIP NO: _____

Registered Owner:

Principal Amount: _____ DOLLARS

The Canutillo Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above the Principal Amount hereinabove stated (or so much thereof as shall not have been paid upon prior redemption), and to pay interest on the unpaid principal amount hereof from the interest payment date next preceding the “Registration Date” of this Bond appearing below (unless this Bond bears a “Registration Date” as of an interest payment date, in which case it shall bear interest from such date, or unless the “Registration Date” of this Bond is prior to the initial interest payment date in which case it shall bear interest from the _____) at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal of this Bond is payable at its Stated Maturity or date of redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor; provided, however, while this Bond is registered to Cede & Co., the payment of principal upon a partial redemption of the principal amount hereof may be accomplished without presentation and surrender of this Bond. Interest is payable to the registered owner of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the “Security Register” maintained by

the Paying Agent/Registrar at the close of business on the “Record Date,” which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of and interest on this Bond shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Offices of the Paying Agent/Registrar are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the “Bonds”) for the purpose of providing funds for the discharge and final payment of certain obligations of the District and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Order adopted by the Board of Trustees of the District (herein referred to as the “Order”). [The Bonds are issued in part as “Current Interest Bonds”, which total in principal amount \$_____ and pay accrued interest at stated intervals to registered owners and in part as “Capital Appreciation Bonds”, which total in original principal amount \$_____ and pay no accrued interest prior to their Stated Maturities.]

[The Bonds maturing on the dates hereinafter identified (the “Term Bonds”) are subject to mandatory redemption prior to maturity with funds on deposit in the Interest and Sinking Fund established and maintained for the payment thereof in the Order, and shall be redeemed in part prior to maturity at the price of par and accrued interest thereon to the date of redemption, and without premium, on the dates and in the principal amounts as follows:

Term Bonds due _____, 20____		Term Bonds Due _____, 20	
<u>Redemption Date</u>	<u>Principal Amount</u>	<u>Redemption Date</u>	<u>Principal Amount</u>
_____, 20	\$	_____, 20	\$
	Term Bonds Due _____, 20		
	<u>Redemption Date</u>	<u>Principal Amount</u>	
	_____, 20	\$	
	_____, 20	\$	

The particular Term Bonds to be redeemed on each redemption date shall be chosen by lot by the Paying Agent/Registrar; provided, however, that the principal amount of Term Bonds for a Stated Maturity required to be redeemed on a mandatory redemption date may be reduced, at the option of the District, by the principal amount of Term Bonds of like maturity which, at

least 50 days prior to a mandatory redemption date, (1) shall have been acquired by the District at a price not exceeding the principal amount of such Term Bonds plus accrued interest to the date of purchase thereof, and delivered to the Paying Agent/Registrar for cancellation or (2) shall have been redeemed pursuant to the optional redemption provisions appearing below and not theretofore credited against a mandatory redemption requirement.]

The Current Interest Bonds maturing on and after _____, 20__ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, 20__, or on any date thereafter, at the redemption price of par, together with accrued interest to the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice of such redemption to be sent by United States mail, first-class, postage prepaid, to the registered owners of the Bonds to be redeemed in whole or in part, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its principal sum) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its principal sum to be redeemed) shall become due and payable, and interest thereon shall cease to accrue from and after the redemption date therefor, provided moneys for the payment of the redemption price and the interest on the principal amount to be redeemed to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the principal amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price of such principal amount shall be made to the registered owner only upon presentation and surrender of this Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the principal sum thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the registered owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the registered owners; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity, and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same aggregate principal amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal at the Stated Maturity, or its redemption, in whole or in part, and (iii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a Current Interest Bond on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the District. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class, postage prepaid, to the address of each registered owner of a Current Interest Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been properly done, have happened, and have been performed in regular and due time, form, and manner as required by the Constitution and laws of the State of Texas, and the Order; that the

Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

CANUTILLO INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(SEAL)

[CAPITAL APPRECIATION BONDS]

REGISTERED
NO. CAB-_____

REGISTERED
MATURITY AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
TAXABLE SERIES 2020

Bond Date: _____ Stated Yield: _____% Stated Maturity: _____ CUSIP NO: _____

Registered Owner:

Maturity Amount: _____ DOLLARS

The Canutillo Independent School District (hereinafter referred to as the "District"), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, on the Stated Maturity date specified above, the Maturity Amount stated above (or so much thereof as shall not have been paid upon prior redemption). The Maturity Amount of this Bond represents the accretion of the original principal amount of this Bond (including the initial premium, if any, paid herefor) from the date of delivery to the initial purchasers to the Stated Maturity and such accretion in value occurring at the above Stated Yield and compounding on _____, and semiannually thereafter on _____ and _____. A table of the "Accreted Values" per \$5,000 "Accreted Value" at maturity is printed on this Bond or attached hereto. The term "Accreted Value", as used herein, means the original principal amount of this Bond plus the initial premium, if any, paid herefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the Stated Yield for the Stated Maturity shown above and in the above referenced Table of Accreted Values. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to close; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The Accreted Value of this Bond is payable at its Stated Maturity or redemption to the registered owner hereof, upon presentation and surrender, at the Designated Payment/Transfer Office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Payment of the Maturity Amount or Accreted Value as of a redemption date of this Bond shall be without exchange or collection charges to the owner hereof and in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (herein referred to as the "Bonds") for the purpose of providing funds for the discharge and final payment of certain obligations of the District and to pay the costs and expenses of issuance, under and in strict conformity with the Constitution and laws of the State of Texas, including Texas Government Code, Chapter 1207, as amended, and pursuant to an Order adopted by the Board of Trustees of the District (herein referred to as the "Order"). [The Bonds are issued in part as "Current Interest Bonds", which total in principal amount \$_____ and pay accrued interest at stated intervals to registered owners and in part as "Capital Appreciation Bonds", which total in original principal amount \$_____ and pay no accrued interest prior to their Stated Maturities.]

The Capital Appreciation Bonds maturing on and after _____ may be redeemed prior to their Stated Maturities, at the option of the District, in whole or in part in Maturity Amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected by lot by the Paying Agent/Registrar), on _____, or on any date thereafter, at the redemption price of the Accreted Value (as determined and defined herein) as of the date of redemption.

At least thirty (30) days prior to a redemption date, the District shall cause a written notice to be sent by United States mail, first-class, postage prepaid, to the registered owners of the Bonds to be redeemed, and subject to the terms and provisions relating thereto contained in the Order. If a Bond (or any portion of its Maturity Amount) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date such Bond (or the portion of its Maturity Amount to be redeemed) shall become due and payable, and shall cease to accrete in value from and after the redemption date, provided moneys for the payment of the redemption price to the date of redemption are held for the purpose of such payment by the Paying Agent/Registrar.

In the event a portion of the Maturity Amount of a Bond is to be redeemed and the registered owner hereof is someone other than Cede & Co., payment of the redemption price shall be made to the registered owner only upon presentation and surrender of such Bond to the Designated Payment/Transfer Office of the Paying Agent/Registrar, and a new Bond or Bonds of like maturity and interest rate in any authorized denominations provided by the Order for the then unredeemed balance of the Maturity Amount thereof will be issued to the registered owner, without charge. If a Bond is selected for redemption, in whole or in part, the District and the Paying Agent/Registrar shall not be required to transfer such Bond to an assignee of the registered owner within 45 days of the redemption date therefor; provided, however, such limitation on transferability shall not be applicable to an exchange by the registered owner of the unredeemed balance of a Bond redeemed in part.

With respect to any optional redemption of the Bonds, unless certain prerequisites to such redemption required by the Order have been met and moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Paying Agent/Registrar prior to the giving of such notice of redemption, such notice may state that such redemption is conditional upon the satisfaction of such prerequisites and receipt of such moneys by the Paying Agent/Registrar on or prior to the date fixed for such redemption. If a conditional notice of redemption is given and such prerequisites to the redemption are not satisfied or sufficient moneys are not received, such notice shall be of no force and effect, the District shall not redeem such Bonds and the Paying Agent/Registrar shall give notice, in the manner in which the notice of redemption was given, to the effect that the Bonds have not been redeemed.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property in the District. Reference is hereby made to the Order, a copy of which is on file in the Designated Payment/Transfer Office of the Paying Agent/Registrar, and to all of the provisions of which the owner or holder of this Bond by the acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the District and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at or prior to its maturity and deemed to be no longer Outstanding thereunder; and for other terms and provisions contained therein. Capitalized terms used herein have the meanings assigned in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred on the Security Register only upon its presentation and surrender at the Designated Payment/Transfer Office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the registered owner hereof, or his duly authorized agent. When a transfer on the Security Register occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, accruing interest at the same rate, and of the same aggregate Maturity Amount will be issued by the Paying Agent/Registrar to the designated transferee or transferees.

The District and the Paying Agent/Registrar, and any agent of either, shall treat the registered owner whose name appears on the Security Register (i) on the date of surrender of this Bond as the owner entitled to payment of the Maturity Amount at its Stated Maturity, or its redemption, in whole or in part, and (ii) on any other date as the owner for all other purposes, and neither the District nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

It is hereby certified, recited, represented and declared that the District is a body corporate and political subdivision duly organized and legally existing under and by virtue of the Constitution and laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the District have been

properly done, have happened and have been performed in regular and due time, form and manner as required by the Constitution and laws of the State of Texas, and the Order; that the Bonds do not exceed any Constitutional or statutory limitation; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforestated. In case any provision in this Bond shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the Board of Trustees of the District has caused this Bond to be duly executed under the official seal of the District.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(SEAL)

NOTE TO PRINTER: Print the "Table of Accreted Values" on the Bonds as called for in paragraph one.

(b) Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bonds only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER
OF PUBLIC ACCOUNTS

(
(

REGISTER NO. _____

THE STATE OF TEXAS

(
(

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____.

(SEAL)

Comptroller of Public Accounts
of the State of Texas

- (c) Form of Certificate of Paying Agent/Registrar to appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued and registered under the provisions of the within-mentioned Order; the bond or bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

The designated office of the Paying Agent/Registrar in _____ is the Designated Payment/Transfer Office for this Bond.

_____,
as Paying Agent/Registrar

Registration Date:

By: _____
Authorized Signature

- (d) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____
(Social Security or other identifying number: _____)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

Signature guaranteed:

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

- (e) The Initial Bonds for the Current Interest Bonds and the Capital Appreciation Bonds shall be in the respective forms set forth therefor in paragraph B of this Section, except as follows:

[Current Interest Initial Bond]

Heading and paragraph one shall be amended to read as follows:

NO. TR-1 \$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
TAXABLE SERIES 2020

Bond Date:
_____, 2020

Registered Owner:

Principal Amount:

The Canutillo Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the Principal Amount hereinabove stated on _____ in the years and in principal installments in accordance with the following schedule::

<u>Stated</u> <u>Maturity</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate(s)</u>
----------------------------------	-----------------------------------	-----------------------------------

(Information to be inserted from Pricing Certificate).

(or so much principal thereof as shall not have been prepaid prior to maturity) and to pay interest on the unpaid principal installments hereof from the _____ at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable on _____, and each _____ and _____ thereafter, until maturity or prior redemption. Principal installments of this Bond are payable in the year of maturity or on a prepayment date to the registered owner hereof by _____ (the “Paying Agent/Registrar”), upon presentation and surrender, at its designated offices in _____ (the “Designated Payment/Transfer Office”). Interest is payable to the registered owner of this Bond whose name appears on the “Security Register” maintained by the Paying Agent/Registrar at the close of business on the “Record Date,” which is the _____ of the month next preceding each interest payment date, and interest shall be paid by the Paying Agent/Registrar by check sent United States mail, first-class, postage prepaid, to the address of the registered owner recorded in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the registered owner. All payments of principal of, premium, if any, and interest on this Bond

shall be without exchange or collection charges to the registered owner hereof and in any coin or currency of the United States of America, which at the time of payment is legal tender for the payment of public and private debts. If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

[Capital Appreciation Initial Bond]

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED	MATURITY AMOUNT
NO. TCAB-1	\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND
TAXABLE SERIES 2020

Bond Date:
_____, 2020

Registered Owner:

Maturity Amount:

The Canutillo Independent School District (hereinafter referred to as the “District”), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the Registered Owner named above, or the registered assigns thereof, the aggregate Maturity Amount stated above on _____ in each of the years and in installments in accordance with the following schedule:

<u>Year of</u> <u>Maturity</u>	<u>Installment</u> <u>Maturity</u> <u>Amount</u>	<u>Stated</u> <u>Yield(s)</u>
-----------------------------------	--	----------------------------------

(Information to be inserted from Pricing Certificate).

The respective installments of the Maturity Amount hereof represents the accretion of the original principal amounts of each year of maturity from the date of delivery to the initial purchasers (_____) to the respective years of maturity (including the initial premium, if any, paid by the initial purchasers) and such accretion in values occurring at the

respective Stated Yields and compounding on _____, and semiannually thereafter on each _____ and _____. A table of the “Accreted Values” per \$5,000 “Accreted Value” at maturity is attached to this Bond. The term “Accreted Value”, as used herein, means the original principal amount of this Bond plus premium, if any, paid herefor with interest thereon compounded semiannually to _____ and _____, as the case may be, next preceding the date of such calculation (or the date of calculation, if such calculation is made on _____ or _____) at the respective Stated Yields shown above and in the Table of Accreted Values attached hereto. For any date other than _____ or _____, the Accreted Value of this Bond shall be determined by a straight line interpolation between the values for the applicable semiannual compounding dates (based on 30-day months). If the date for the payment of the principal of or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the Designated Payment/Transfer Office of the Paying Agent/Registrar is located are authorized by law or executive order to be closed, then the date for such payment shall be the next succeeding day which is not such a Saturday, Sunday, legal holiday, or day on which banking institutions are authorized to be closed; and payment on such date shall have the same force and effect as if made on the original date payment was due.

The installments of the Maturity Amount of this Bond are payable in the years of maturity to the registered owner hereof, without exchange or collection charges, by _____ (the “Paying Agent/Registrar”), upon presentation and surrender, at its designated offices in _____ (the “Designated Payment/Transfer Office”), and shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Board of Trustees

Meeting Date: March 24, 2020

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and recommendation for approval of Request for Qualification #2020-08 District Facilities Master Plan for Professional Services required to update CISD's Existing Facilities Master Plan.

Justification Statement: In accordance to CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

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

Staff Responsible: _____ Bruno Vasquez 3/13/2020
Signature of Requester(s)

Signature of Presenter(s)

Elizabeth B. Sida _____ 3/13/2020
Business Services Approval (Initials) *Date*

Agenda Summary:

The Facilities Department submitted a request to issued Request for Qualifications (RFQ) for a District Facilities Master Plan for professional services to update the districts existing master plan. Purchasing issued RFQ #2020-08, and five companies responded.

A selection committee met to review the vendor's qualification packets submitted and were ranked in accordance to their written proposal. Following this process, the top four vendor's were invited to an in-person qualification interview. The committee met again to score and rank the vendors on the basis of their presentation. ADM Group, Inc. was the highest-ranked offeror, and is the vendor being recommended for award after negotiation of the cost.

RECOMMENDATION: Administration recommends entering into an agreement with ADM Group, Inc. for the Facilities Master Plan Update, in an amount not to exceed \$264,000.00

PRIOR BOARD ACTION: Yes **AWARDED:** 6/8/2015 **AWARDED AMOUNT:** \$398,922.00

AMOUNT(S): \$246,000.00

ACCOUNT NO(S): 199.51.6299.00.915.99

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

REQUESTING DEPARTMENT:
F&T

CONSEQUENCES OF NON-APPROVAL: Inability to update our existing Facilities Master Plan.
Limited ability to make strategic decisions about our infrastructure needs.

IMPLEMENTATION TIMELINE: Upon approval.

ATTACHMENT(S): Attachment A – Initial response evaluation score sheet
Attachment B – vendor qualification evaluation score sheet
Attachment C – ADM Group Proposal 66

Final Evaluation Score Sheet

Procurement type: RFQ #2020-08
 Canutillo Independent School District Facilities Master Plan

Date: 03/04/2020

Campus: Financial Services

Buyer Printed Name:

Carina Heredia

Buyer Signature:

Carina Heredia

	Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5
	ADM Group	Huitt-Zollars, Inc.	Nine Degrees Architecture + Design Inc.	Prismatic Services	Rice & Gardner Consulting, Inc.
The offeror's experience	33.00	31.61	34.89	27.17	31.22
TOTAL # of points	40				
The offeror's technical competence - ability to staff the project including registered/certified professionals and technical staff. Provide copies of credentials, licenses, and resumes	20.22	18.06	21.56	15.39	18.44
TOTAL # of points	25				
The offerors capability to perform - capability to provide the required services, unique capabilities of firm to perform the services	20.44	18.83	22.22	15.06	17.56
TOTAL # of points	25				
The past performance of the offeror's team and members of the team, and past experience with Canutillo Independent School District	2.11	3.44	2.78	1.22	2.00
TOTAL # of points	5				
Other appropriate factors submitted by the team or firm in response to the RFQ, including client references	3.78	3.44	4.22	2.11	3.44
TOTAL # of points	5				
TOTAL SCORE	79.56	75.39	85.67	60.94	72.67
RANKING	2	3	1	5	4

Vendor Qualification Evaluation Score Sheet

Procurement type: RFQ #2020-08
 Canutillo Independent School District Facilities Master Plan

Date: 03/11/2020

Campus: Financial Services

Purchasing Agent Printed Name:

Elizabeth B. Sida


Purchasing Agent Signature:

	Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5
	ADM Group	Huitt-Zollars, Inc.	Nine Degrees Architecture + Design Inc.	Prismatic Services	Rice & Gardner Consulting, Inc.
The offeror's experience	319.00	272.00	325.00	0.00	246.00
TOTAL # of points	40				
The offeror's technical competence - ability to staff the project including registered/certified professionals and technical staff. Provide copies of credentials, licenses, and resumes	198.00	148.50	180.00	0.00	114.50
TOTAL # of points	25				
The offeror's capability to perform - capability to provide the required services, unique capabilities of firm to perform the services	189.00	138.50	188.00	0.00	126.50
TOTAL # of points	25				
The past performance of the offeror's team and members of the team, and past experience with Canutillo Independent School District	29.50	23.00	28.50	0.00	15.00
TOTAL # of points	5				
Other appropriate factors submitted by the team or firm in response to the RFQ, including client references	40.50	27.00	39.50	0.00	22.00
TOTAL # of points	5				
TOTAL SCORE of Total Possible 100 Points	86.22	67.67	84.56	0.00	58.22
RANKING	1	3	2	5	4



ADM Group, Inc.
2100 West 15th Street
Tempe, Arizona 85281
480.285.3800

admgroupinc.com

Via Email: bvasquez@canutillo-isd.org

March 12, 2020

Mr. Bruno Vasquez, AIA
Executive Director of Facilities & Transportation
Canutillo Independent School District
7965 Artcraft Rd
El Paso, TX 79932

Re: RFQ 2020-08 Facilities Master Plan

Subj: ADM Group Scope of Work & Fee Proposal

Dear Mr. Vasquez:

Our entire ADM Group team, including our consultants, is very pleased and excited to have this opportunity to work with the Canutillo ISD team in the update of the 2016 Facilities Master Plan.

As we discussed in our Interview, ADM Group is prepared to start work immediately after Board Approval and Notice-To-Proceed. Per your letter dated March 12, 2020, below is a listing of our services to be provided with timeline, proposed agreement, and list of personnel including assigned tasks.

Listing of Services to be provided:

- ADM Group will review all documentation related to the 2016 Facilities Master Plan in order to fully understand the conditions of your facilities in that time period.
- Our team will conduct formal interviews with District staff on issues related to curriculum, educational initiatives, goals, and vision.
- Assuming CISD has a revised Demographic Study, our team will thoroughly review this as compared to any former Demographic Study and provide recommendations and conclusions.
- Our Project Team will facilitate meetings with various departments beginning with our standard facility deficiencies survey which will be sent to various District Stakeholders. Meetings will include but not limited to:
 - 1) Campus Leadership
 - 2) Facilities & Maintenance Staff
 - 3) Curriculum & Instruction
 - 4) Budget & Finance
 - 5) Human Resources
 - 6) Food Services
 - 7) Transportation
 - 8) Athletics
 - 9) Technology
 - 10) Superintendent & Associate Superintendent's Office
 - 11) Board of Trustees
 - 12) Community Members



ADM Group, Inc.
2100 West 15th Street
Tempe, Arizona 85281
480.285.3800

admgroupinc.com

- 13) Municipality
- 14) Bond Consultants
- 15) All Stakeholders

- ADM Group will provide CISD with monthly updates at a minimum or as required by the District to CISD Superintendent, CISD Cabinet / Leadership, and CISD Board of Trustees.

Our Facility Master Plan Update Report will consist of:

- a) Updated gross and new square footage of each facility.
- b) Detailed description of buildings and structural systems including photographs.
- c) If required by CISD, ADM Group will provide digitization of existing buildings in BIM format.
- d) Status of compliance with Federal and State Accessibility Guidelines.
- e) A list by campus of deficiency correction items with current cost to correct each item adjusted for the El Paso area.
- f) A detailed narrative of the physical evaluation of each facility supplemented with colored photographs.
- g) A recommendation for "right sizing" existing facilities based on review of capacity/size, location, enrollment, logistics, roadways, surrounding campuses, academic programs, transportation routes, cost savings, personnel, disposition of surplus properties, etc.

In summary, our Facilities Master Plan will provide a list of all deficiencies, estimated cost for correction, and prioritized as 1) critical, 2) poor, 3) fair, 4) good, and 5) new.

Anticipated Timeline

ADM Group proposes to provide the above scope of services according to the following timeline:

- Notice-To-Proceed: March 25, 2020
- Stakeholder Kickoff Meeting April 1, 2020
- Facility Assessments April 2 – May 13, 2020
- Demographic Trends May 18 – May 29, 2020
- Stakeholder Meetings June 1 – September 1, 2020
- Draft Facility Master Plan September 16, 2020
- Final Facility Master Plan October 1, 2020

Project Personnel

Dr. David Peterson, EdD,JD	Project Lead/Project Manager
Jeffrey Flemming, AIA, LEED AP, NCARB	Lead Architect
Jenifer Weskalnies, AIA, LEED AP, NCARB	Director of Architecture
Ben Barcon, Principal	Cost Estimator
Glenn Patterson, Associate AIA	BIM Manager



ADM Group, Inc.
2100 West 15th Street
Tempe, Arizona 85281
480.285.3800

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Mr. Bruno Vasquez
March 12, 2020
Page 3

Energy Systems Design
MM Structural Engineering
Brock & Brustillos
Mid-State Energy

MP&E
Structural Engineering
Civil Engineering
Energy & Lifecycle

Proposed Agreement

ADM Group proposes to utilize AIA document B101-2017 Standard Form of Agreement between Owner & Architect.

Fee Proposal

ADM Group proposed to provide the above scope of services for a lump sum amount of Two Hundred Sixty-Four Thousand Dollars and 00/100 (\$264,000.00).

I thank you for selecting the ADM Group and will ensure your experience with our team will exceed your expectations. You have my guarantee.

Sincerely,
ADM Group, Inc.

A handwritten signature in black ink that reads 'Ben Barcon'.

Ben Barcon
Principal

BPB:mla

cc: Accounting
Project File

Approved: _____ Date: _____

Minutes of Special Board Meeting

The Board of Trustees Canutillo ISD

A Special Board Meeting of the Board of Trustees of Canutillo ISD was held Tuesday, February 18, 2020, beginning at 4:30 PM in the Canutillo ISD Administration Office - 7965 Artcraft - El Paso, Texas.

1. GENERAL FUNCTIONS

A. Call to Order

The meeting was called to order at **4:40 pm** by Board President Coronado.

B. Roll Call

All trustees were present.

2. EXECUTIVE SESSION

The meeting closed at **4:40 pm** under *Texas Government Code* Sections 551.071, 551.072 and 551.074

A. Internal Auditor Interviews.

B. Consideration of applicants for internal auditor position.

3. NEW BUSINESS (continued): OTHER

The meeting reconvened into Open Session at **6:35 pm.**

A. Discussion and possible action regarding applicants for internal auditor position.

It was motioned by Mr. Rodriguez, seconded by Mrs. Searls and passed unanimously to approve the board's recommendation to hire Antonio Cereceres as the internal auditor and to direct administration and legal to proceed with contract negotiations.

4. BOARD OF TRUSTEE BUSINESS-OTHER

A. TRAINING/WORKSHOP

Trustees will participate in a Level 2 Team Building Workshop.

Presenter: Region 19/M. Jaloma

1. ETHICS: Discuss, develop, and draft formal Ethical Standards for School Board Members to present, at a later date, as possible amendments to the Board Operating Procedures.

Ms. Jaloma conducted a Level 2 Team Building Workshop with the board of trustees.

5. **ADJOURNMENT**

The meeting adjourned at **7:58 pm.**

Presented to the Board of Trustees for approval on **March 24, 2020.** The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

Minutes of Regular Board Meeting

The Board of Trustees Canutillo ISD

A Regular Board Meeting of the Board of Trustees of Canutillo ISD was held Tuesday, February 25, 2020, beginning at 5:30 PM in the 7965 Artcraft, El Paso, Texas 79932.

1. GENERAL FUNCTIONS- OTHER

A. Call to Order

The meeting was called to order at **5:31 pm** by Board Vice President Salvador Payan.

B. Pledge of Allegiance

The Pledge of Allegiance was led by Dr. Reyes.

C. Texas Pledge of Allegiance

The Texas Pledge of Allegiance was led by Dr. Reyes.

D. Roll Call

Trustees Brigham, Mr. Payan, Mrs. Searls, Mrs. Trout and Mrs. Yglesias were present.

Mr. Coronado arrived at 5:37 pm and Mr. Rodriguez arrived at 5:41 pm.

E. CISD Vision and Mission Statements

The Vision Statement was read by Ms. Brigham and the Mission Statement was read by Mrs. Searls.

2. PRESENTATION-OTHER

A. Resolution of the Board of Trustees of the Canutillo Independent School District designating February as "End the Silence Month" in partnership with National Alliance on Mental Illness (NAMI).

Presenter: B. Trout

Mrs. Trout gave an overview regarding mental health and the work NAMI El Paso does on behalf of those suffering from mental illness.

Mr. Joseph Villescás, Executive Director of NAMI El Paso thanked the board and district for their continued support.

3. BOARD HONORS- OTHER

Presenter: L. Rodriguez

- A. Recognition of Career and Technical Education teachers for the value, achievements and accomplishments of CTE programs.
The Career and Technical Education teachers were honored for the value, achievements and accomplishments of CTE programs.

- B. Recognition of school counselors for the tremendous impact they can have in helping students achieve success.
The school counselors were honored for the tremendous impact they can have in helping students achieve success.

- C. Recognition of Reyes Elementary UIL Team for achieving 1st place in the Elementary and Intermediate Divisions of competition.
The Reyes Elementary UIL Team was honored for achieving 1st place in the Elementary and Intermediate Divisions of competition.

- D. Recognition of Alondra Baquier for being named a national runner up for the NCWIT Aspirations in Computing award.
Alondra Baquier was honored for being named a national runner up for the NCWIT Aspirations in Computing award.

- E. Recognition of Northwest Early College for earning the College Board's AP Computer Science Female Diversity Award.
The Northwest Early College was honored for earning the College Board's AP Computer Science Female Diversity Award.

- F. Recognition of CHS band and choir students who earned 1st division in UIL Solo & Ensemble Competition.
This was removed from the agenda due to a scheduling conflict.

4. OPEN FORUM-OTHER

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

1. Each participant will be limited to three minutes to make comments to the Board.
2. The Board is not permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

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

Speaker #1: Ms. Lydia Hernandez Morera, Canutillo ISD Social Worker, thanked the board for their support and for the opportunity to serve the district.

Speaker #2: Ms. Adriana Salas de Santiago, addressed the board regarding the 2020 Census.

5. BOARD OF TRUSTEE BUSINESS-OTHER

- A. Discussion regarding the Lone Star Governance Student Outcome Goal 4: By June 2022, seniors will be graduating College, Career, and Military Ready from component score of 63% to 75%.

Presenter: D. Kerney

Ms. Morales and Mrs. Rocha gave an overview of Student Achievement Domain CCMR for NWECHS and CHS. Mr. Rodriguez and Mr. Payan both expressed how important math (Algebra II) is to students passing the TSI. Mrs. Rocha stated administration is working on a math pipeline to allow students as many opportunities as possible to master math. Board President Coronado stated the board would be more than willing to hire more teachers to help students become more successful. Mrs. J. Arellano informed the board that the NWECHS staff works with students by double blocking math courses, offering TSI tutoring, allowing students to retest etc. to help them pass the assessments. Ms. Brigham stated the district should hire teachers with a background in the curriculum content the student's need. Mr. Coronado asked Ms. Carrasco to provide information regarding teacher incentives in the next board packet.

- B. Overview of the Equity Symposium and Advocacy institute held in Washington DC. Jan.31 to Feb. 5, 2020.

Presenter: A. Rodriguez, B. Trout and L. Searls

Trustees Trout, Searls and Rodriguez gave a brief overview of the Equity Symposium and Advocacy Institute held in Washington DC.

6. BUSINESS SERVICES -OTHER

- A. Budget Updates

Presenter: M. Piekarski/ C. Pulley

Ms. Piekarski gave budget updates to the board that included the following budget priorities: balanced budget, reading academies - \$100,000, funding change for Curriculum and Instruction positions from grant funds to local funds - \$155,000, Facilities Master Plan - \$100,000, 2% Compensation Package for Local Funds - \$840,000, Annual payment for maintenance tax notes - \$250,000 and other items to consider: loss of Fast Growth Allotment: \$1,455,676 and Health Care Holiday: GF only \$890,000 for two months. In addition preliminary 2021 Enrollment Projections, the tax rate and general fund balance were also discussed. Mrs. Searls informed the board that there is currently a lawsuit involving the Outlet Mall.

7. CONSENT AGENDA- VOTING

A. BUSINESS SERVICES

1. Approval of the Meeting Minutes.
 - a. Jan. 22, 2020, Special Board Meeting
 - b. Jan. 28, 2020, Regular Board Meeting
2. Approval of the Monthly Financials.

Presenter: C. Pulley

3. Approval of the Monthly Warrant List.
Presenter: C. Pulley
4. Approval of Monthly Donations.
Presenter: C. Pulley
5. Approval of Budget Amendments.
6. Approval of the Investment Report.
Presenter: C. Pulley
7. Approval of renewal of an Interlocal Agreement with West Texas Cooperative Region 17 to support day to day purchases for the Child Nutrition Program and ensure cost savings for the 2020-2021 school year.
Presenter: M. Macias
8. Approval of annual auction of surplus/salvage items listed which are no longer used or do not support district needs.
Presenter: A. Aguilar

B. CURRICULUM

1. Approval of the STAY (Support to Advance Youth) program grants application offered by the Office of the Governor.
Presenter: M. Reyes

Approval of the Consent Agenda

It was motioned by Mrs. Trout, seconded by Mrs. Yglesias and passed unanimously to approve the Consent Agenda excluding **Item 7.A.1.A:** the January 22, 2020 Special Board Meeting Minutes and **Item 7.B.1:** the Approval of the STAY (Support to Advance Youth) program grants application offered by the Office of the Governor. *This item was pulled by administration and will be discussed at a later date.*

Item 7.A.1.A: January 22, 2020 Special Board Meeting Minutes
Mrs. Searls stated the edited meeting minutes did not agree with the TEA Special Investigation Unit findings. Mrs. Searls stated TEA did in fact find former Board President Trout in violation of Texas Education Code 11.1511. Mrs. Searls asked if Mrs. Trout was asking the board to disagree with the TEA's findings. Mrs. Trout replied that she wanted the meeting minutes to reflect her exact statements from the last meeting. Once again Mrs. Trout told the board that she, at no point, ever abused her power. Mr. Coronado explained to Mrs. Searls that the meeting minutes are to reflect what is said during a meeting. Mrs. Trout stated she was not in agreement with the TEA findings. Mrs. Searls stated TEA did find Mrs. Trout guilty of abusing her power and by agreeing to change the meeting minutes Mrs. Trout was saying everyone involved in the investigation was a liar. Mr. Coronado explained to Mrs. Searls that the meeting minutes reflect what is said during the meeting, not if those statements are factual. Ms. Brigham asked Mrs. Trout why she wanted the meeting minutes changed since she had abstained from the vote

regarding the TEA Cap on Feb. 18, 2020. Mrs. Yglesias explained to Ms. Brigham that Mrs. Trout simply wanted her comments included in the meeting minutes. Mr. Rodriguez asked the board to please accept the TEA findings and move forward.

It was motioned by Mr. Rodriguez and seconded by Mrs. Trout to approve the edited meeting minutes of January 22, 2020.

Vote:

Ms. Brigham- No, Mr. Coronado- Yes, Mr. Payan- Yes, Mr. Rodriguez- Yes, Mrs. Searls- No, Mrs. Trout- Yes and Mrs. Yglesias- Yes.

Motion passed.

8. ADJOURNMENT

The meeting adjourned at **7:54 pm.**

Presented to the Board of Trustees for approval on **March 24, 2020.** The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Report to the Board of Trustees - February 2020 Financials

Justification Statement: Presentation of Report to the Board of Trustees on the Monthly Financials for February 2020

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

Staff Responsible: Cristina Pulley, Director of Finance

Signature of Requester(s)

Signature of Presenter(s)

C Pulley
Business Services Approval (Initials)

2/28/2020
Date

Agenda Summary:

Presentation of Report to the Board of Trustees on the Monthly Financials for February 2020

RECOMMENDATION: Acceptance of Report to the Board of Trustees - February 2020 Financials

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:
Financial Services Department

CONSEQUENCES OF NON-APPROVAL:
N/A

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): Monthly Financial Report



Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting: Warrant Report - February 2020

Justification Statement: Presentation for your review and acceptance of the Warrant Report for the month of February 2020

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

Staff Responsible: Cristina Pulley, Director of Finance

Signature of Requester(s)

Signature of Presenter(s)

C Pulley
Business Services Approval (Initials)

2/28/2020
Date

Agenda Summary:

Presentation for your review and acceptance of the Warrant Report for the month of February 2020

RECOMMENDATION: Administration recommends the approval of the Warrant Report for the month of February 2020

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S): Various

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

REQUESTING DEPARTMENT:
Financial Services Department

CONSEQUENCES OF NON-APPROVAL:
N/A

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): Monthly Warrant Report



Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting: Acceptance of Donations Report

Justification Statement: Presentation for your review and acceptance of the Donations Report for the month of February 2020

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

Staff Responsible: Cristina Pulley

Signature of Requester(s)

Signature of Presenter(s)
[Handwritten Signature] *3/2/2020*

Business Services Approval (Initials) *Date*

Agenda Summary:

Presentation for your review and acceptance of the Donations Report for the month of February 2020

District Donations- \$3,554.00

RECOMMENDATION: Administration recommends the acceptance of Donations Report

PRIOR BOARD ACTION: Approved AWARDED: N/A AWARDED AMOUNT: N/A

AMOUNT(S) \$3,554.00

ACCOUNT NO(S) N/A

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

REQUESTING DEPARTMENT:
Financial Services Department

CONSEQUENCES OF NON-APPROVAL:
N/A

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): ✓ Donations Report



CISD Approved February 2020 Donations

Board Approved Date: Pending					
Name	Address	Donation	Purpose of Donation	Value	
Helen of Troy	1 Helen of Troy Plaza El Paso, TX 79912	Check/Cash	RES - To help with choir trip to California	\$	150.00
Plumbers Drain Cleaning	13441 Ayla Rd El Paso, TX 79938	Check/Cash	RES - To help with choir trip to California	\$	300.00
Danko Mechanical Sales Co.	625 W. Deer Valley Ste 103-421 Phoenix, AZ 85027	Check/Cash	RES - To help with choir trip to California	\$	1,200.00
End Zone Athletics	1111 W. Carrier Pkwy, Ste 100 Grand Prairie, TX 75050	Check/Cash	CHS - To help the cheerleading program	\$	50.00
Your Cause LLC Trustee Wells Fargo Community Support Campaign	6111 W. Plano Parkway Ste. 1000 YC Plano, TX 75093	Check/Cash	CHS - To help the with CHS office expenses	\$	77.00
Your Cause LLC Trustee Wells Fargo Community Support Campaign	6111 W. Plano Parkway Ste. 1000 YC Plano, TX 75093	Check/Cash	CHS - To help CHS with office expenses	\$	77.00
Vidor Villalva	6151 Via De Los Arboles El Paso, TX 79932	Check/Cash	CHS - To help the Math Team	\$	150.00
USDA Colton & Tobacco Program	996 Highway 65 S. Dumas, AR 71639	Upland Cotton Standards (cotton pillows)	CHS - To help with the FFA cotton contest training	\$	1,050.00
Ruben Aguilar Jr.	8201 Lockheed #235 El Paso, TX 79925	Check/Cash	CHS - To help with Math Team	\$	200.00
Tanya Marin	1245 Country Club Rd Ste 200 Santa Teresa, NM 88008	Check/Cash	CHS - To help with Math Team	\$	300.00
				\$	3,554.00

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Presentation of Budget Amendments for February 2020.

Subject/Title for Agenda Posting:

Justification Statement: Presentation for your review and acceptance of Budget Amendments for the month of February 2020.

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction Human Resources Business Services

Staff Responsible:

Cristina Pulley, Director of Financial Services

Signature of Requester(s)

Signature of Presenter(s)

CPulley

Business Services Approval (Initials)

3/2/2020

Date

Agenda Summary:

Acceptance of Budget Amendments for the month of February 2020.

Administration recommends approval of Budget Amendments for the month of February 2020.

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

N/A

REQUESTING DEPARTMENT:

Financial Services Department

CONSEQUENCES OF NON-APPROVAL:

N/A

IMPLEMENTATION TIMELINE:

N/A

ATTACHMENT(S): Budget Amendments Memo





FINANCIAL SERVICES

CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

THROUGH: Martha E Piekarski, Chief Business Officer

FROM: Cristina Pulley, Director of Financial Services

DATE: March 2, 2020

SUBJECT: Budget Amendments for February 2020

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

Admin Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration

11 Instruction + 12 Instructional Resources/Media Services +
13 Curriculum/Staff Development + 31 Guidance/Counseling Services

BJE 338392 – This budget amendment will allocate funds for CHS College Readiness Coordinator, funded by Princeton Review Allotment from Function 11 – *Instruction* to Function 31 – *Guidance and Counseling Service*. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6299.00.001.11 Misc. Contracted Services	\$ 110,000	\$ (27,114)	\$ 82,886
199.31.6119.00.001.99 Salaries	\$ 209,444	\$ 22,252	\$ 231,696
199.31.6141.00.001.99 Medicare	\$ 3,388	\$ 323	\$ 3,711
199.31.6142.00.001.99 Health Insurance	\$ 33,692	\$ 3,744	\$ 37,436
199.31.6143.00.001.99 Workers Compensation	\$ 1,099	\$ 105	\$ 1,204
199.31.6145.00.001.99 Unemployment Compensation	\$ 214	\$ 20	\$ 234
199.31.6146.00.001.99 Teacher Retirement	\$ 3,721	\$ 379	\$ 4,100
199.31.6149.00.001.99 TRS Entity Contribution	\$ 3,075	\$ 291	\$ 3,366

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

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

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

BJE 338393 – This budget amendment will allocate funds for NECHS College Readiness Coordinator, funded by Princeton Review Allotment from Function 11 – *Instruction* to Function 31 – *Guidance and Counseling Service*. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6299.00.003.11 Misc. Contracted Services	\$ 55,000	\$ (27,114)	\$ 27,886
199.31.6119.00.003.99 Salaries	\$ 67,355	\$ 22,252	\$ 89,607
199.31.6141.00.003.99 Medicare	\$ 977	\$ 323	\$ 1,300
199.31.6142.00.003.99 Health Insurance	\$ 7,487	\$ 3,744	\$ 11,231
199.31.6143.00.003.99 Workers Compensation	\$ 317	\$ 105	\$ 422
199.31.6145.00.003.99 Unemployment Compensation	\$ 62	\$ 20	\$ 82
199.31.6146.00.003.99 Teacher Retirement	\$ 2,215	\$ 379	\$ 2,594
199.31.6149.00.003.99 TRS Entity Contribution	\$ 633	\$ 291	\$ 924

BJE 338534 – This budget amendment will allocate funds for the purchase of computers for Librarians Districtwide, funded through District Discretionary Funds/General Supplies from Function 11 – *Instruction* to Function 12 – *Instructional Resources and Media Service*. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6399.99.999.11 Discretionary Funds/General supplies	\$ 221,159	\$ (25,000)	\$ 196,159
199.12.6398.00.999.11 Controlled Assets - Technology	\$ 0	\$ 25,000	\$ 25,000

BJE 338540 – This budget amendment will allocate funding for the CHS Baseball and Softball Concession & Restroom Building, funded through assigned fund balance. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.81.6629.03.999.99 Building Purchase/Construction/Improvement – CHS Baseball Concession	\$ 0	\$ 500,000	\$ 500,000

BJE 338546 – This budget amendment will allocate funding for Career and Technology Department (CTE) for the purchase of computers for the career explorations modules lab. Cost savings were incurred after competing teams did not advance in CTE Nationals. This budget amendment will have positive impact on the administrative cost ratio by increasing instructional costs.

BUDGET ACCOUNT NUMBER	CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.36.6499.00.917.22 Miscellaneous Operating Expense	\$ 210	\$ (202)	\$ 8
199.36.6494.00.917.22 Transportation Charges	\$ 1,460	\$ (1,303)	\$ 157
199.36.6419.00.917.22 Non Employee Travel	\$ 1,120	\$ (537)	\$ 583
199.36.6412.00.917.22 Student Travel	\$ 94,439	\$ (25,958)	\$ 68,481
199.36.6411.00.917.22 Travel	\$ 30,000	\$ (5,000)	\$ 25,000
199.11.6398.00.917.22 Controlled Assets-Technology	\$ 79,734	\$ 33,000	\$ 112,734

**Serious Habitual Offender Comprehension Action Program
(SHOCAP) INTERLOCAL**

AGREEMENT between EL PASO COUNTY JUVENILE PROBATION DEPARTMENT and EL PASO COUNTY ATTORNEY'S OFFICE, EL PASO COUNTY PUBLIC DEFENDERS OFFICE, EL PASO COUNTY SHERIFF'S OFFICE, CITY OF EL PASO POLICE DEPARTMENT, EL PASO INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT, SOCORRO POLICE DEPARTMENT, SOCORRO INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT, HORIZON POLICE DEPARTMENT, YSLETA INDEPENDENT SCHOOL DISTRICT SECURITY AND CANUTILLO INDEPENDENT SCHOOL DISTRICT POLICE DEPARTMENT.

The parties to this Agreement endorse the purpose of the Serious Habitual Offender Comprehension Action Program (SHOCAP) which is designed to address and supervise habitual and serious offenders in an effort to maintain community safety and lower recidivism. SHOCAP is based on a collaborative approach of gathering information, planning, and integration of law enforcement suppression strategies in conjunction with judicial oversight to monitor court compliance and ensure community safety. The collaborative team approach involves the courts, schools, the probation department, various law enforcement entities, prosecutors, defense attorneys and community based treatment providers to address and reduce serious and repetitive juvenile delinquency.

The parties agree to attend by sending at least one agency representative to monthly programmatic meetings, participate in scheduled sweeps, and/or attend court hearings as scheduled and/or requested by the court.

The parties to this Agreement understand that the confidentiality of participants' alcohol and drug treatment records are protected under Federal regulations: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and the HIPPA Privacy Rule, 45 CFR 160, 162, and 164. Furthermore, the confidentiality of participants' educational records are protected under the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). The parties agree to comply with all confidentiality requirements.

PROGRAM GOALS

Improve the lives of juvenile offenders court ordered into SHOCAP by providing coordinated intensive community based supervision in collaboration with local law enforcement agencies, intensive case management targeting top criminogenic risk factors and linkages to age and need based services for the juvenile and family.

Ethical Considerations

- The Public Defender must demonstrate integrity to the client participant
- The Public Defender must protect attorney/client participant privilege
- The Public Defender must insure the client participant's constitutional and due process rights are protected

Probation Officer

1. The Probation Officer will be assigned to provide comprehensive case management and field supervision of program participants and to participate as an active member of the Peer Review team.
2. The Probation Officer will use the Positive Achievement Change Tool (PACT) to be conducted as required by unit Policies and Procedures to ensure the program is serving the appropriate target population and ensure the top criminogenic risk factors are being targeted to increase dynamic protective factors and lower dynamic risk factors.
3. The Probation Officer will provide coordinated and comprehensive supervision and case management to include telephone contact, office/home/employment/school visits, as well as random field visits to participants' homes.
4. The Probation Officer will monitor/assist the participant compliance and progress to the adherence of the Judgement and Sentence order and program requirements.
5. The Probation Officer will monitor all electronic monitoring reports daily (exception for weekends and/or Holidays which will be monitored on the next business day) to ensure juvenile is following the conditions set forth in the court order.
6. The Probation Officer will participate in peer review staffing's and hearing. The Probation Officer will provide updates on all active participants and advocate for effective incentives, sanctions, and therapeutic interventions during staffing.
7. The Probation Officer will coordinate the utilization of community-based services such as health and mental health services, substance abuse services, housing, transportation, education, vocational training, and job skills training and placement to provide a strong foundation for participants.
8. The Probation Officer will utilize, coordinate and/or deliver cognitive-behavioral interventions to address criminal thinking and increase a readiness for change.
9. The Probation Officer will contribute to the education of peers, colleagues, and the judiciary.
10. The Probation Officer will develop a written case plan and/or update goals as needed based on the risk and need assessment in accordance to policy.

Ethical Considerations

- The Probation Officer must make decisions to protect public safety

The Probation Officer must inform the court of non-compliance with judicial orders in a timely manner.

INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS

SHOCAP Judge

1. The Judge will ensure a cooperative atmosphere for attorneys, probation officers, law enforcement, and treatment providers to stay focused on the task of providing participants rehabilitation opportunities.
2. The Judge will ensure the integrity of the court is maintained by having an understanding of the program's policies and procedures.
3. The Judge will participate as an active member of the Peer Review Team and will chair the Peer Review staffing's.
4. The Judge will assist in motivating and monitoring the participants of the program.
5. The Judge will gather information from the team and make all final decisions on incentives, sanctions that effect the participants.
6. The Judge will act as a mediator to develop resources and improve interagency linkages.
7. The Judge will contribute to the education of peers, colleagues, and the judiciary in the efficacy of program.
8. The Judge encourages participants to succeed, treats participants fairly and with respect and is not intimidating.
9. The Judge emphasizes the importance of compliance with court ordered services throughout the participant's time in the program.

Ethical Considerations

- The Judge must show impartiality
- The Judge must demonstrate judicial authority
- The Judge must not give up their final decision-making authority
- The Judge must recognize constitutional rights and follow appropriate legal processes

Senior Probation Officer

1. The Senior Probation Officer (SPO) will assist in providing general oversight to the program to include meeting attendance programmatic performance reporting, program support, and community outreach.
2. The SPO will facilitate communication between team members and partner agencies.
3. The SPO will serve as the point of contact between the Court and the SHOCAP Probation Officers.
4. The SPO will assist with organizing court, events and meetings and compiling supporting materials to disseminate to stakeholders and providers of services to maintain linkages.
5. The SPO will ensure the SHOCAP policies and procedures are updated annually and followed during program operations.
6. The SPO will ensure all team members follow confidentiality regulations and all appropriate forms are signed and circulated to the appropriate agencies.
7. The SPO will assist in providing or seeking continuing training for the team and will ensure all new team members receive a SHOCAP orientation before participating in their first staffing.

Law Enforcement

1. Law Enforcement will assist the program in the monitoring of participants and will designate specific officers to perform the service for the term of this Agreement and will assign a representative to participate as an active member of the Peer Review team.
2. Law Enforcement will identify appropriate representatives to participate in peer review staffing's and hearings as well as monthly SHOCAP meetings to provide appropriate information and insight from the law enforcement community's perspective regarding program participants and intelligence that is relevant to the cases supervised by the program.
3. Law Enforcement will advocate for effective incentives and sanctions during staffing.
4. Law Enforcement serves as a liaison between the SHOCAP team and the community and provides information to the SHOCAP team on community issues related to gangs and habitual offenders.
5. Law Enforcement will provide information and support to participants in the community, encouraging them to succeed in the program.
6. Law Enforcement will contribute to the education of peers, colleagues, and the judiciary.
7. Law Enforcement will assist with home visits, school and other community contacts.

Ethical Considerations

- . Law Enforcement must protect public safety
- . Law Enforcement is sworn to uphold the law and serve their community

In creating this partnership and uniting around a single goal of addressing an underlying problem affecting our community, we pledge to enhance communication between courts, law enforcement, probation, and community partners. Through this linkage of services, we expect greater participation and effectiveness in addressing SHOCAP participants involved in the juvenile justice system.

All parties agree to be represented in the SHOCAP team and their respective agencies. The El Paso County Juvenile Probation Department will be responsible for modifying and amending this Agreement.

AGREEMENT MODIFICATIONS

Any individual agency wishing to amend and/or modify this Agreement will notify the coordinator of this issue(s). The coordinator will present the issue(s) to the Steering Team for the purpose of modifying and/or amending the Agreement. The issues will be decided by consensus (if possible) or by simple majority, if not.

TERMINATION OF AGREEMENT

Individual agencies contemplating termination of their participation in this Agreement shall first notify the Director of Special Program and/or the Deputy Chief of Juvenile Services and Operations of their concerns. The Director or Deputy Chief shall attempt to resolve the problem to ensure continuation of the program. If the Director/Deputy Chief is unable to resolve the

Ethical Considerations

- The SPO must be knowledgeable of each team members' roles and responsibilities and how they are incorporated into the program.

Prosecutor

1. The Prosecutor will be assigned SHOCAP cases for the term of this Agreement and will participate as an active member of the Peer Review team.
2. The Prosecutor will assist in identifying defendants arrested for specific offenses that meet program eligibility requirements.
3. The Prosecutor may help resolve other pending legal cases that affect participants' legal status or eligibility.
4. The Prosecutor will participate as a Team member during peer review staffing's, hearings and advocate for effective incentives and sanctions for program compliance or lack thereof.
5. The Prosecutor will participate as a Team member, operating in a non-adversarial manner during peer review hearings, to promote a sense of a unified Team presence.
6. The Prosecutor will contribute to the education of peers, colleagues, and the judiciary in the efficacy of program.

Ethical Considerations

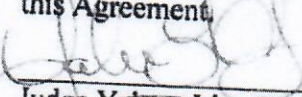
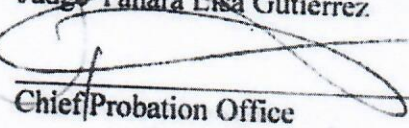


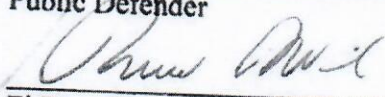
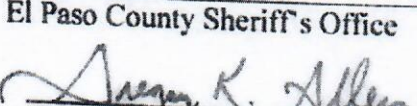
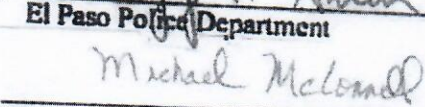
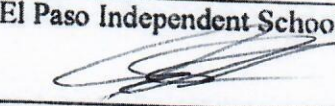
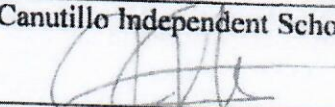
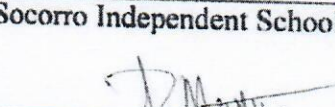
- The Prosecutor must make decisions to protect public safety
- The Prosecutor must advocate for the victims' interest

Public Defender

1. A Public Defender will be assigned to the program for the term of this Agreement and will participate as an active member of the Peer Review team.
2. The Public Defender will ensure individual rights are protected during hearings, advise the defendant as to the nature and purpose of the program, the rules governing participation and the consequences of abiding or failing to abide by the rules.
3. The Public Defender will participate as a Team member, operating in a non-adversarial manner during peer review hearings, to promote a sense of a unified Team presence.
4. The Public Defender will participate as a Team member during peer review staffing's, hearings and advocate for effective incentives and sanctions for program compliance or lack thereof.
5. The Public Defender will ensure the constitutional and statutory rights of the participant are protected.
6. The Public Defender will advocate for the participant's stated interests.
7. The Public Defender will contribute to the education of peers, colleagues, and the judiciary.
8. The Public Defender explains all the rights that the participant will temporarily or permanently relinquish.

concern, the issue(s) will be presented to the Judge and Chief Juvenile Probation Officer to reach a resolution. If unable to resolve the problem, the individual agency or department can exercise its right to terminate this Agreement by notifying all other agencies in writing a minimum of thirty (30) days prior to such termination.

IN WITNESS THEROF, the parties have caused their duly authorized representative to execute this Agreement.

 _____ Judge Yahara Lisa Gutierrez	_____ Date 7-17-19
 _____ Chief Probation Office	_____ Date 7/17/19
 _____ Prosecutor	_____ Date 8/30/19
 _____ Public Defender	_____ Date 8/16/19
 _____ El Paso County Sheriff's Office	_____ Date 9-9-19
 _____ El Paso Police Department	_____ Date 9/3/19
 _____ Michael McDonald	_____ Date 11/25/2019
_____ Horizon Police Department	_____ Date
_____ El Paso Independent School District PD	_____ Date
 _____ Canutillo Independent School District PD	_____ Date 2/5/20
 _____ Socorro Police Department	_____ Date 12-5-19
_____ Independent School District	_____ Date
_____ Socorro Independent School District PD	_____ Date
 _____ Ysleta Independent School District Security	_____ Date 10/16/19

Board of Trustees

Meeting Date: 3/24/2020

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to approve award of Request of Proposal (RFP) 200011327 E-Rate Yr23 (2020-2021) Category 2, Network Infrastructure in the total amount not to exceed \$279,457.41.

Justification Statement: The District has benefited from previous E-Rate discounts made available for district-wide network infrastructure and services.

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

Staff Responsible: Corina Fernandez

Signature of Requester(s)

Corina Fernandez

Signature of Presenter(s)

Elizabeth B. Sida

Business Services Approval (Initials)

2/28/2020

Date

Agenda Summary:

Goal 4 - Maximize All Resources

As stated in Board Policy CH (Local), any single, budgeted purchase of goods and services that costs \$25,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

The Federal Communications Commission adopted E-Rate Modernization Order to make high-speed internet access available to district campuses. A formal solicitation was issued to support the transition from legacy technologies to 21st Century broadband connectivity, improving program administration. The following are recommendations to take advantage of strengthening CISD's Technology Infrastructure.

The evaluation committee reviewed all proposals received for the districts E-Rate Category 2 projects, including the following network infrastructure services: Firewall Cluster; Aerohive Wireless; UPS Battery Backup; and Network switches and related components.

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RECOMMENDATION: It is recommended that the Board of Trustees approve the selected vendor(s) for the projects as described in the attached documentation.

PRIOR BOARD ACTION: Yes AWARDED: 3/26/19 AWARDED AMOUNT: \$ 68,629.22

AMOUNT(S): \$279,457.41

ACCOUNT NO(S): 199.53.6398.00.728.99

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

Request for Proposal

REQUESTING DEPARTMENT:

Information Technology Services Department

CONSEQUENCES OF NON-APPROVAL:

If not approved, CISD will risk losing funding for the network services at the funded campuses. CISD will be non-compliant with E-Rate submission deadlines.

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IMPLEMENTATION TIMELINE:

July 2020 - September 2021

ATTACHMENT(S): Bid Evaluation Score Sheets Per Project



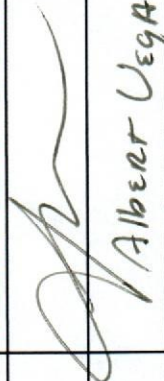
Canutillo Independent School District	
Bid Evaluations RESULTS	
RFP 20011327	
Funding Year: 2020-2021	
Services	
1	Firewall Services & Related Components Presidio Networked Solutions Group
2	Aerohive Wireless Pivot Technology Solutions
3	UPS/Battery Backups Plan B Networks
4	Network Switches & Related Components Red Gear, LLC
5	Cabling CANCELLED
Winning Bidder	

Bid Evaluation Template

RFP Close Date: 2/21/2020
 Service description: Firewall Services & Related Components
 Funding Year: 2020-2021
 School Name: Canutillo ISD

Factor(s)	Points Available	Advanced Network Management 143028101 2/20/2020	CDW Government LLC 143005588 2/7/2020	Pivot Technology Solutions 143032245 2/20/2020	RedGear, LLC 143049611 2/20/2020	Presidio 143024659 2/19/2020
Date Received						
Price of Eligible service/product	30	22	12	22	18.8	25.2
Reputation of vendor and vendor's service/product	15	7	9.2	9.6	10.6	11.6
Quality of vendor's service/product	25	13.2	17.4	17.2	16.4	21.4
Service/product meets school needs	15	7	10.2	12	12.4	13.4
Past relationship with vendor	5	2.4	3.4	2.4	2.2	4.4
Total long term cost to the school	10	6.8	6.2	8	8.6	9.4
Total Points	100	58.4	58.4	71.2	69	85.4

NOTE: When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.

Winning Bidder:	Presidio Networked Solutions Group
Signature of Approver:	
Printed Name of Approver:	ALBERT VEGA
Date of evaluation:	2/26/2020

Bid Evaluation Template

RFP Close Date: 2/21/2020


Service description: Aerohive Wireless

Funding Year: 2020-2021

School Name: Canutillo ISD

Factor(s)	Points Available	Pivot Technology Solutions 143032245 2/20/2020	RedGear, LLC 143049611 2/20/2020
SPIN Date Received			
Price of Eligible service/product	30	28	19.6
Reputation of vendor and vendor's service/product	15	11.6	8.4
Quality of vendor's service/product	25	21.2	16.2
Service/product meets school needs	15	14.4	9.4
Past relationship with vendor	5	2.2	1
Total long term cost to the school	10	9.4	4.8
Total Points	100	86.8	59.4


NOTE: When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.

Winning Bidder:	Pivot Technology Solutions
Signature of Approver:	
Printed Name of Approver:	Alberto Vega
Date of evaluation:	2/26/2020

Bid Evaluation Template

RFP Close Date: 2/21/2020
 Service description: UPS/Battery Backups & Related Components
 Funding Year: 2020-2021
 School Name: Canutillo ISD

NOTE:		When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.					
Factor(s)	Points Available	Advanced Network Management 143028101 2/20/2020	CDW Government LLC 143005588 2/7/2020	Pivot Technology Solutions 143032245 2/20/2020	Plan B Networks Inc 143029136 2/20/2020	RedGear, LLC 143049611 2/20/2020	Advanced Networks of Texas 143036711 2/20/2020
Date Received							
Price of Eligible service/product	30		23.8	20	24.2	22	17.2
Reputation of vendor and vendor's service/product	15		10.6	11.6	11.4	9.6	7.4
Quality of vendor's service/product	25	NO BID	34.4	31.6	35.6	31.6	11.4
Service/product meets school needs	15		12.6	13.6	12.6	7.2	6
Past relationship with vendor	5		1.2	1.4	3.8	1.2	1
Total long term cost to the school	10		13.8	15	16.4	8.4	5.4
Total Points	100		75	72.2	78	63	48.4

Winning Bidder:	Plan B Networks
Approver Signature:	
Printed Name of Approver:	Albert Vega
Date of evaluation:	2/26/2020

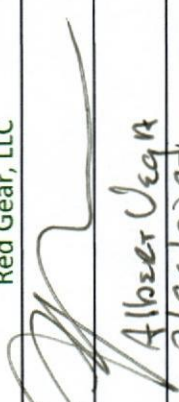
Bid Evaluation Template

RFP Close Date: 2/21/2020
Service description: Network Switches & Related Components
Funding Year: 2020-2021
School Name: Canutillo ISD

Factor(s)	Advanced Network Management 143028101 2/20/2020	CDW Government LLC 143005588 2/7/2020	Pivot Technology Solutions 143032245 2/20/2020	Plan B Networks Inc 143029136 2/20/2020	RedGear, LLC 143049611 2/20/2020	Abacus Computer Inc. 143004597 2/20/2020	Graybar Electric Co. 143009177 2/14/2020
SPIN							
Date Received							
Price of Eligible service/product	23	17.2	18.6	20.8	24.4	7	
Reputation of vendor and vendor's service/product	9	8.4	9.6	10.8	10.4	5.4	*
Quality of vendor's service/product	16	14.6	17.4	15.8	14	6	
Service/product meets school needs	10.4	11.4	11.6	13	14	2.6	
Past relationship with vendor	2	3	1.8	2.8	2.4	0.4	
Total long term cost to the school	5.6	6.8	6.8	7.2	7.2	2.2	
Total Points	66	61.4	65.8	70.4	72.4	23.6	

NOTE: When evaluating cost from Vendor proposals, be sure you are evaluating eligible amounts only. This criteria factor (eligible cost) should also be the most heavily weighted factor. If you include total cost, it should be a separate criteria factor with less point value.

* Graybar did not bid for Network Switches

Winning Bidder:	Red Gear, LLC
Approval Signature :	
Printed Name of Approving person:	Alberto Vega
Date of evaluation:	2/26/2020