

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held September 23, 2024, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. **GENERAL FUNCTIONS-OTHER**
 - A. Call to Order
 - B. Pledge of Allegiance
 - C. Texas Pledge of Allegiance
 - D. Roll Call
 - E. CISD Vision and Mission Statements 4
2. **BOARD HONORS**
 - A. Recognition of the Canutillo ISD Human Resources Department in Honor of Education Human Resources Day on October 9, 2024.
Presenter: G. Reveles
3. **OPEN FORUM-OTHER**

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

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

For further information on those policies, contact the Superintendent's Administrative Assistant.
4. **SPECIAL PRESENTATION-OTHER**
 - A. 2024 Canutillo Assessment Results 5
Presenter: Jessica Harrison
5. **BOARD OF TRUSTEE BUSINESS**
 - A. Discussion and Possible Action to Address the Reclassification and Hiring of Personnel for 2024-25 - Does Not Affect Current Budget Deficit 25
Presenter: M Carrasco
 - B. Discussion and Possible Action to Approve the Award of RFQ 2025-02B Construction Manager at Risk (CMAR) Services for Canutillo ISD 2024 Bond Referendum Projects and authorize administration to proceed with contract negotiations with AO General Contractors Inc., Banes General Contractors Inc., Buford Thompson Company LTD, 27

Dantex General Contractors Inc., Jordan Foster Construction LLC, and LDCM Solutions LLC, as presented, with a contract to be contingent upon review by District’s Legal Counsel and approval by the Board of Trustees at a future Board meeting.

Presenter: Ernesto Ortiz

C.	Discussion and Possible Action Regarding Quarterly Bond Report	31
	Presenter: Ernesto Ortiz	
D.	Discussion and Possible Action for the Creation of the Canutillo Oral History Project to Collect, Archive and Promote the History of the Canutillo Independent School District.	53
	Presenter: G Reveles	
E.	Discussion and Possible Action Regarding a Texas Association of School Boards Staffing Review	56
	Presenter: M. Carrasco	
6.	CONSENT AGENDA-VOTING	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of the Meeting Minutes	
a.	Approval of the 6-25-24 Minutes	58
2.	Approval of the Monthly Donations	
	Presenter: C. Pulley	
a.	Board Acceptance of the August 2024 Donations Report	63
	Presenter: Cristina Pulley	
3.	Approval of the Budget Amendments	
	Presenter: C. Pulley	
a.	Budget Amendments August 2024	65
	Presenter: C Pulley	
4.	Recommendation to Approve List of Items Identified as Surplus/Salvage for Auction Sales to be Held at Canutillo Middle School (Surplus Warehouse) - Location: 7311 Bosque Rd. 79835 on October 09, 2024.	67
	Presenter: Alex Aguilar	
5.	Approval of Memorandum of Understanding between Canutillo ISD and Region 19 ED Service Center, Partnership of The Human Trafficking Youth Prevention Education (HTYPE)	71
	Presenter: Dr. Monica Reyes	
6.	Approval of Interlocal Agreement between the University of Texas at Austin and Canutillo ISD for the 2024-2025 OnRamps dual-enrollment program	74
	Presenter: Dr. Jesica Arellano, Richard Moore	
7.	Approval to award Request for Proposal (RFP) 2025-15 Serving Line Renovation at Canutillo High School to National Restaurant Supply in the amount of \$305,561.88	96
	Presenter: Marco Macias	
8.	Approval of Contract Between Canutillo ISD and JSJD Media, LLC dba School Revenue Partners for Ad Revenue Profit Share	100

Agreement for Advertising Placed on the District's website
(www.canutillo-isd.org)

Presenter: Gustavo Reveles

9. Discussion and Possible Action to Approve Administration's Recommendation to Enter and Approve Contracts for the Award of RFQ 2025-01B Architectural Design Services for the Canutillo ISD 2024 Bond Referendum Projects and Authorize Administration to Enter Contracts with the Following Firms as Presented DLR Group Inc. of Texas a Texas Corporation, GA Architecture Inc., Mijares-Mora Architects Inc., MNK Architects Inc. and Pfluger Architects Inc.

Presenter: Ernesto Ortiz

B. CURRICULUM AND INSTRUCTION

1. Approval of Tuition Waivers for the 2024-2025 School Year and Transfer Update 108

Presenter: D. Kerney

- C. Approval to Authorize the Administration to Engage Special Legal Counsel (Singleton Schreiber) to Review and Pursue Certain Claims Related to Social Media Including Necessary Litigation, If Any. 110

Presenter: Steve Blanco

7. EXECUTIVE SESSION

To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code:

- A. Discussion Regarding Work Accommodations for Facilities Manager

Presenter: M Carrasco

8. NEW BUSINESS (continued); OTHER

- A. Discussion and Possible Action Regarding Work Accommodations for Facilities Manager

Presenter: M Carrasco

9. ADJOURNMENT

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

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Mission

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

Vision

LEAD today. IMPACT tomorrow.

#VivaCanutillo

Board of Trustees

Meeting Date: 09/23/2024

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)



Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

ATTACHMENT(S): 2024 Assessment Results Powerpoint presentation





2024 Canutillo Assessment Results

Jessica Harrison

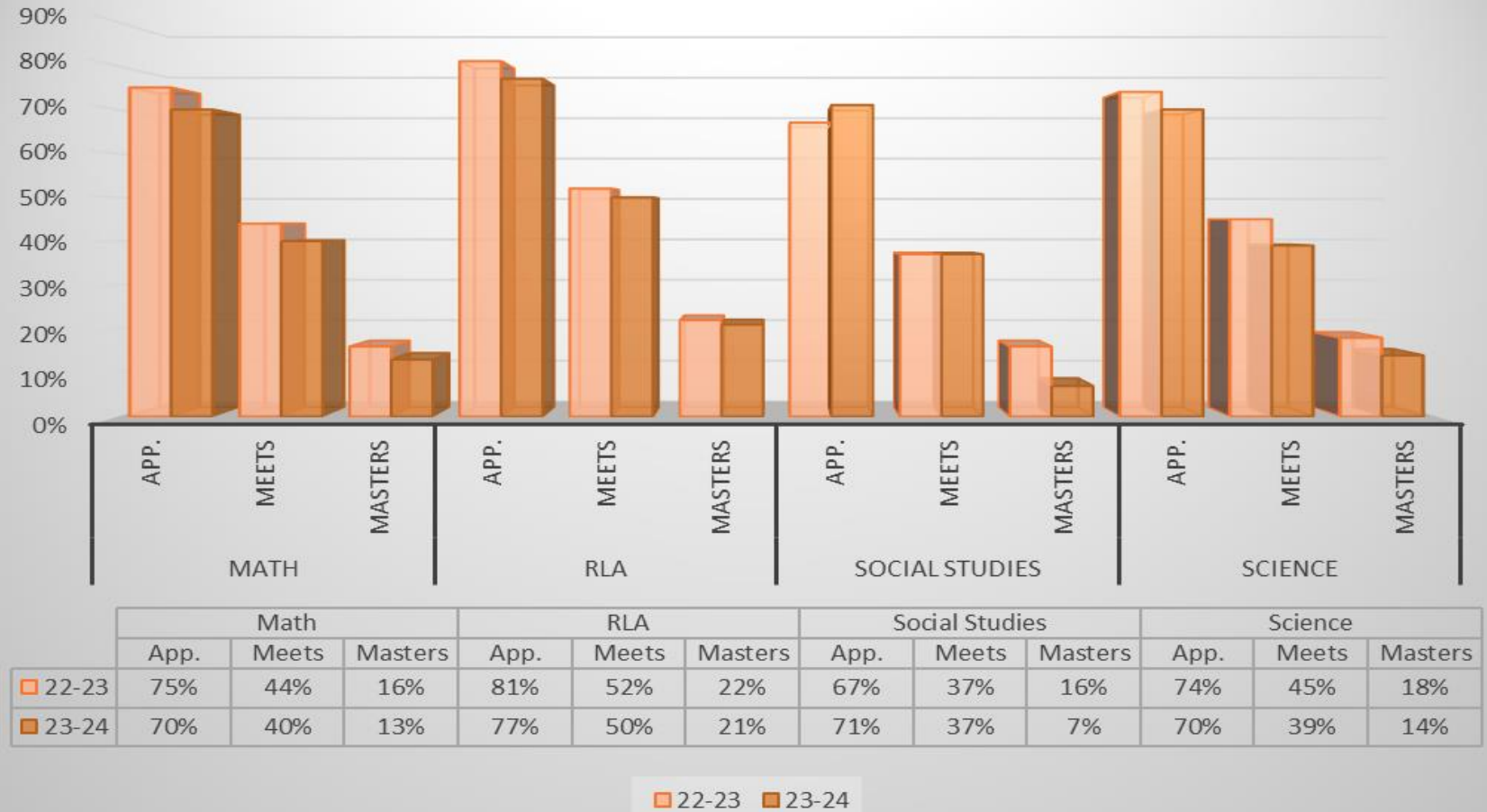
District Testing, Research, & Accountability Administrator

Update on Accountability

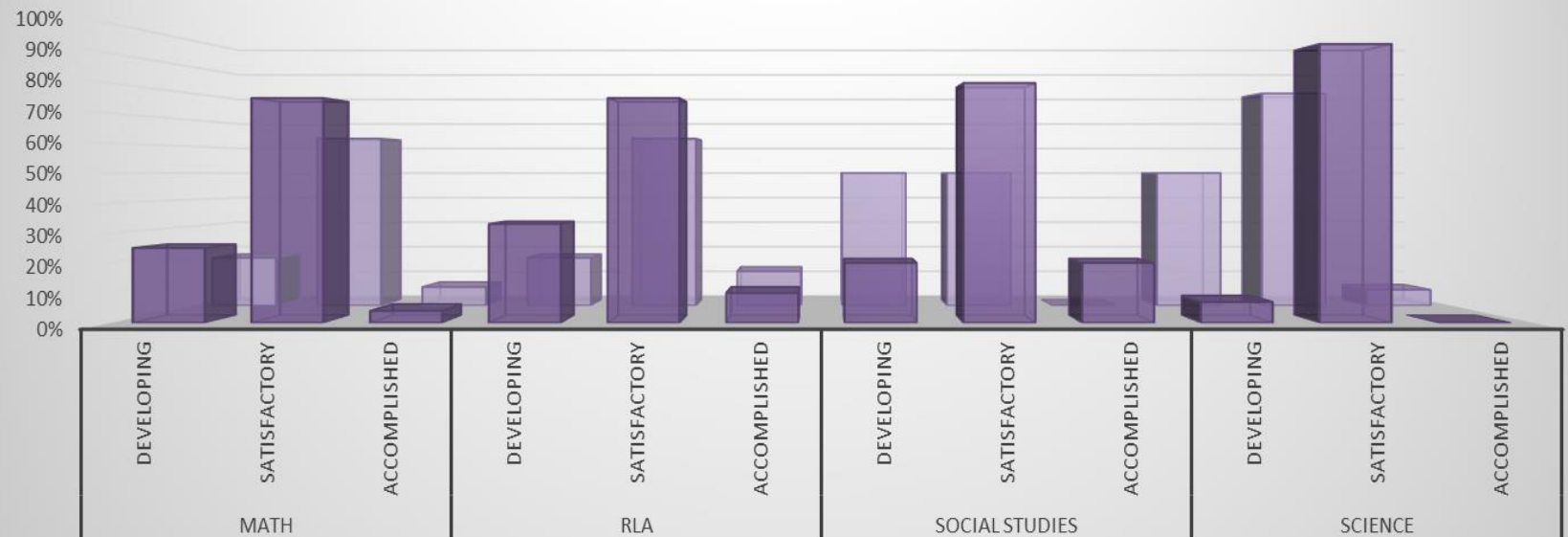
LETTER GRADES WERE NOT
ISSUED IN AUGUST OF
2024 DUE TO PENDING
LITIGATION REGARDING
THE VALIDITY OF THE
REDESIGNED STAAR TEST

WE HAVE PERFORMANCE
RESULTS

District STAAR 3-8 Academic Performance Summary



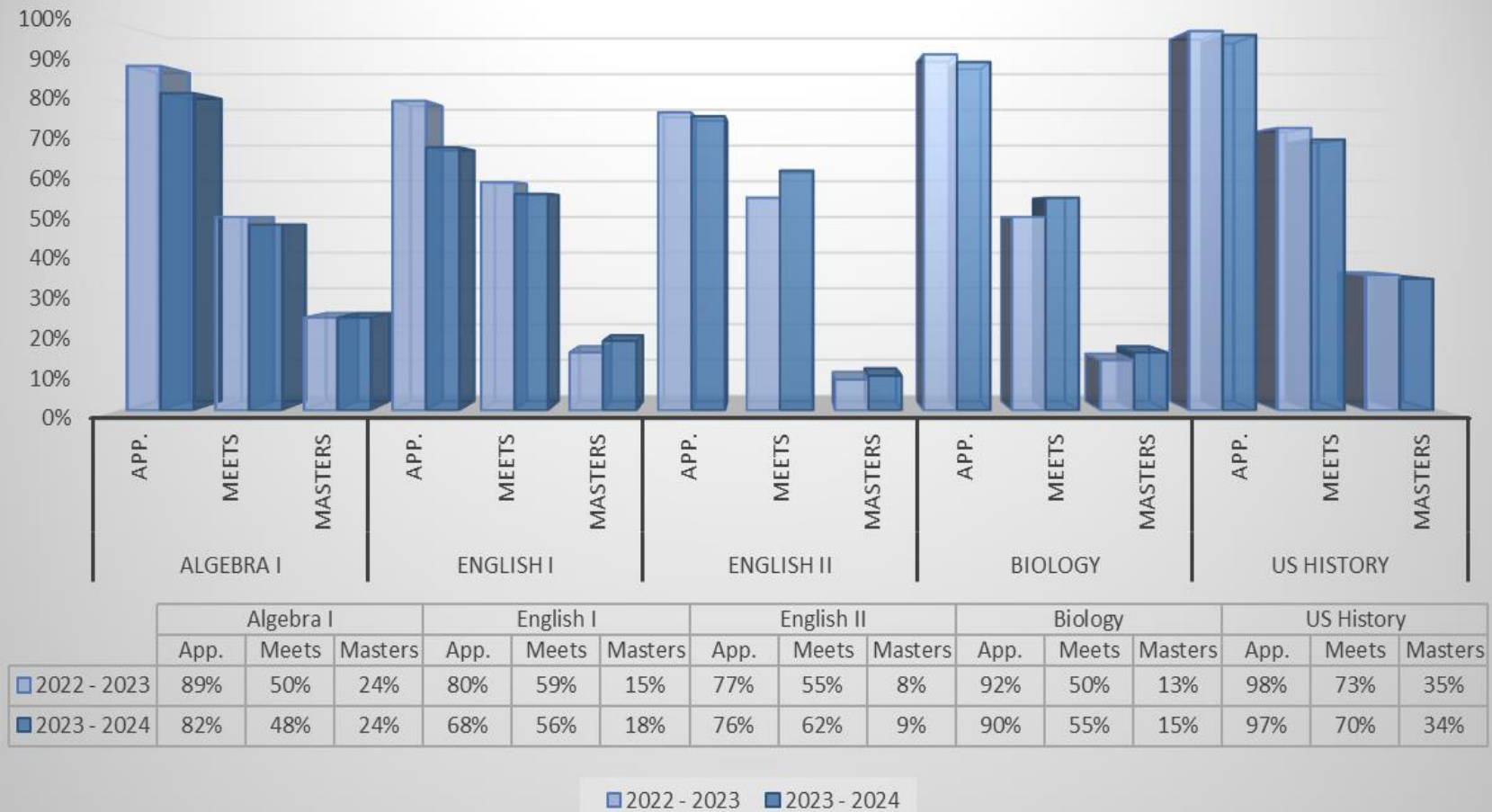
District STAAR Alternate 3-8 Academic Performance Summary



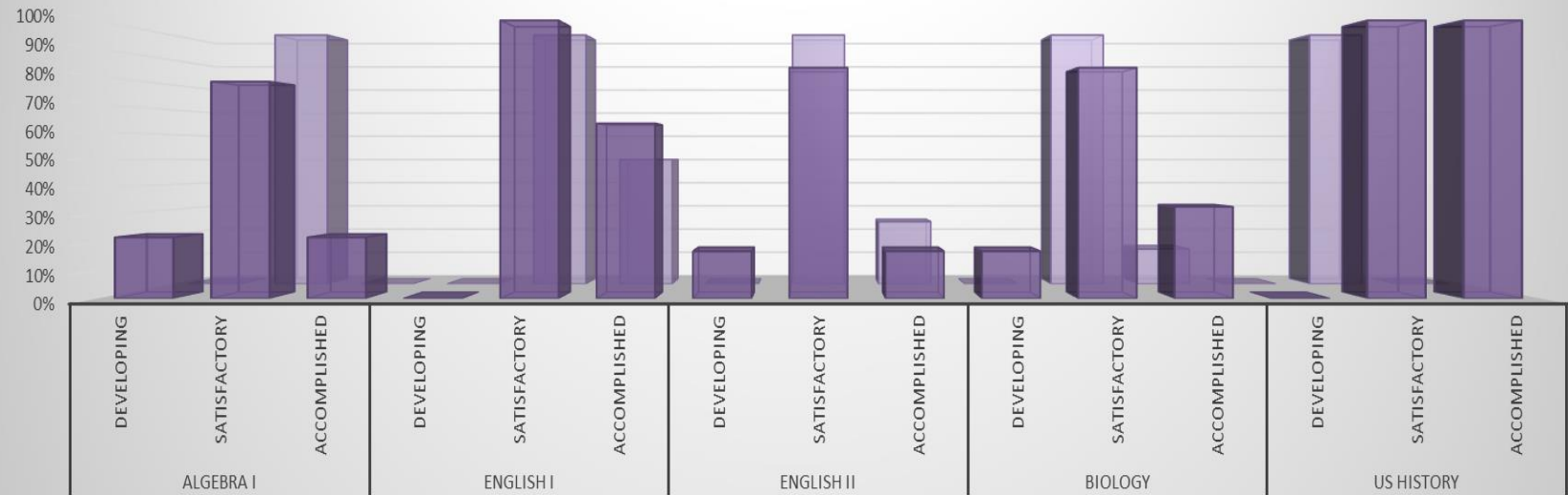
	Math			RLA			Social Studies			Science		
	Developing	Satisfactory	Accomplished	Developing	Satisfactory	Accomplished	Developing	Satisfactory	Accomplished	Developing	Satisfactory	Accomplished
■ 22-23	25%	75%	4%	33%	75%	10%	20%	80%	20%	7%	93%	0%
■ 23-24	18%	63%	7%	18%	63%	13%	50%	50%	0%	50%	80%	6%

■ 22-23 ■ 23-24

District STAAR EOC Academic Performance Summary



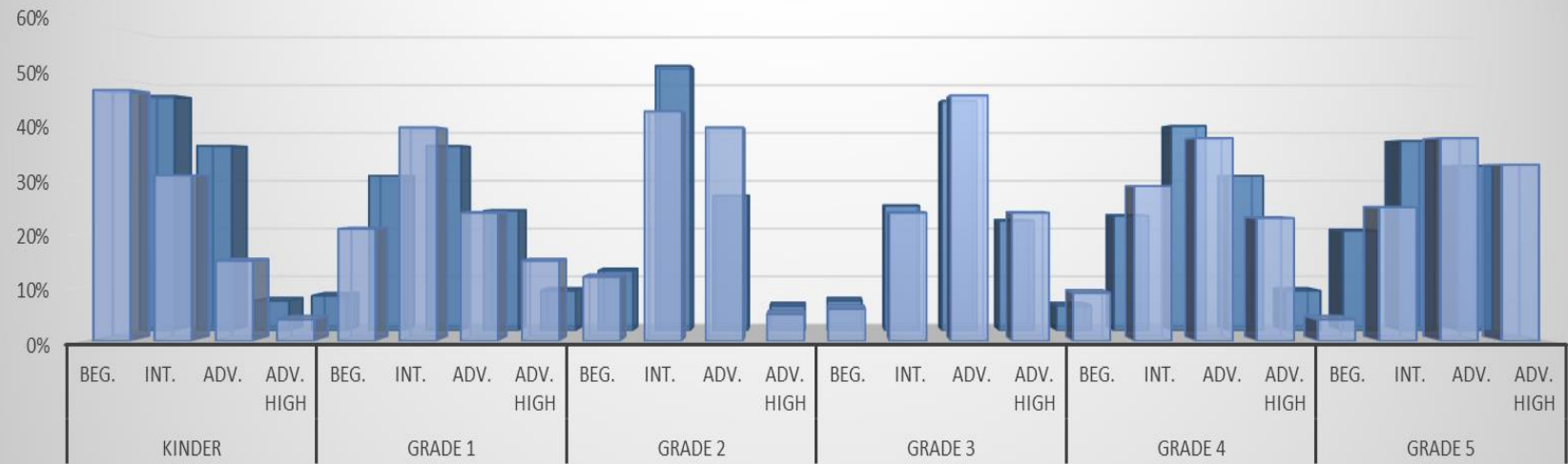
District STAAR Alternate EOC Academic Performance Summary



	Algebra I			English I			English II			Biology			US History		
	Developing	Satisfactory	Accomplished	Developing	Satisfactory	Accomplished	Developing	Satisfactory	Accomplished	Developing	Satisfactory	Accomplished	Developing	Satisfactory	Accomplished
■ 22-23	22%	78%	22%	0%	100%	63%	17%	83%	17%	17%	83%	33%	0%	100%	100%
■ 23-24	0%	100%	0%	0%	100%	50%	0%	100%	25%	0%	100%	14%	0%	100%	0%

■ 22-23 ■ 23-24

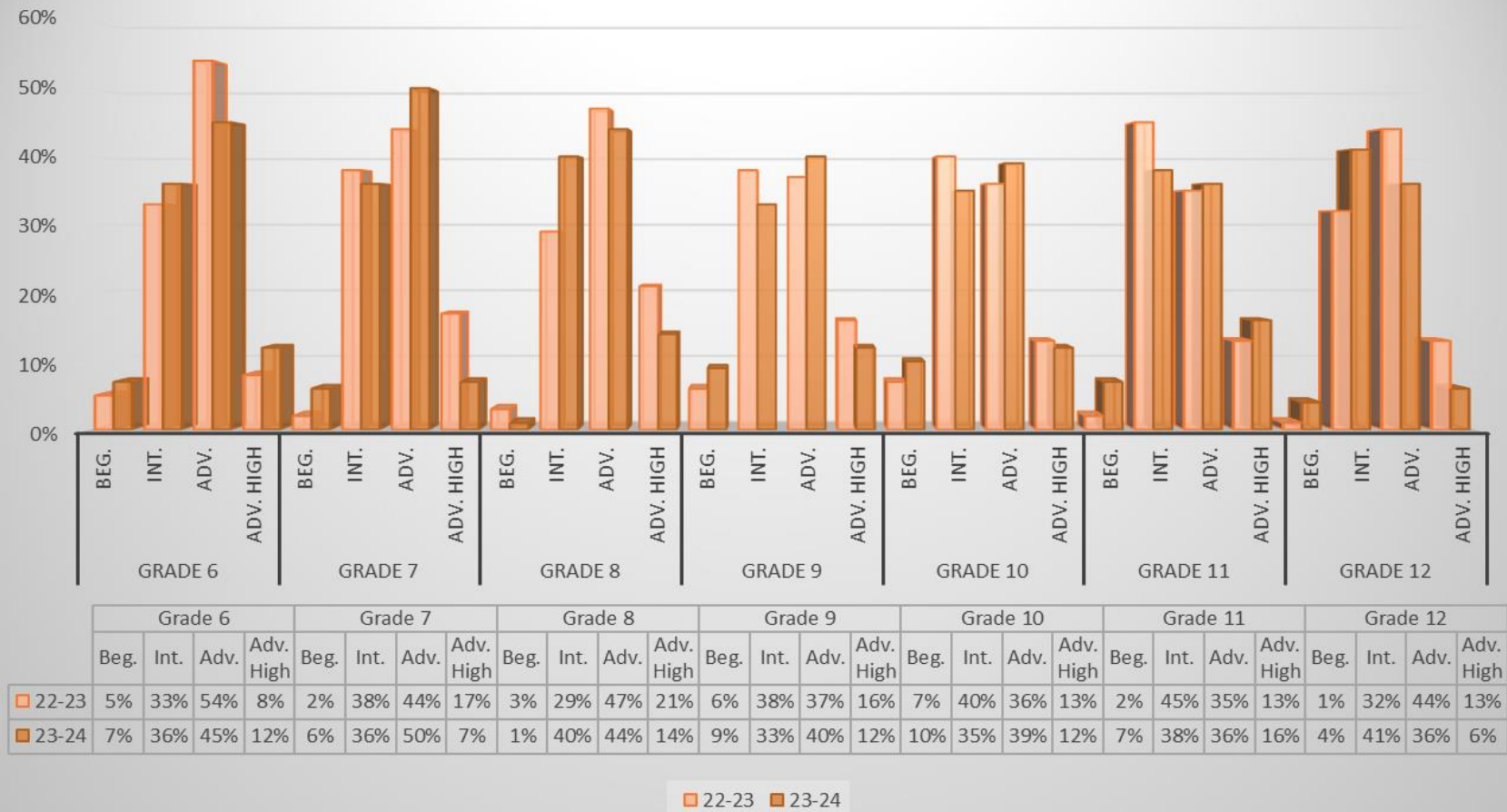
District TELPAS Composite Score Performance K-5



	Kinder				Grade 1				Grade 2				Grade 3				Grade 4				Grade 5			
	Beg.	Int.	Adv.	Adv. High	Beg.	Int.	Adv.	Adv. High	Beg.	Int.	Adv.	Adv. High	Beg.	Int.	Adv.	Adv. High	Beg.	Int.	Adv.	Adv. High	Beg.	Int.	Adv.	Adv. High
22-23	47%	31%	15%	4%	21%	40%	24%	15%	12%	43%	40%	5%	6%	24%	46%	24%	9%	29%	38%	23%	4%	25%	38%	33%
23-24	47%	37%	6%	7%	31%	37%	24%	8%	12%	53%	27%	5%	6%	25%	46%	22%	5%	23%	41%	31%	8%	20%	38%	33%

22-23 23-24

District TELPAS Composite Score Performance 6-12

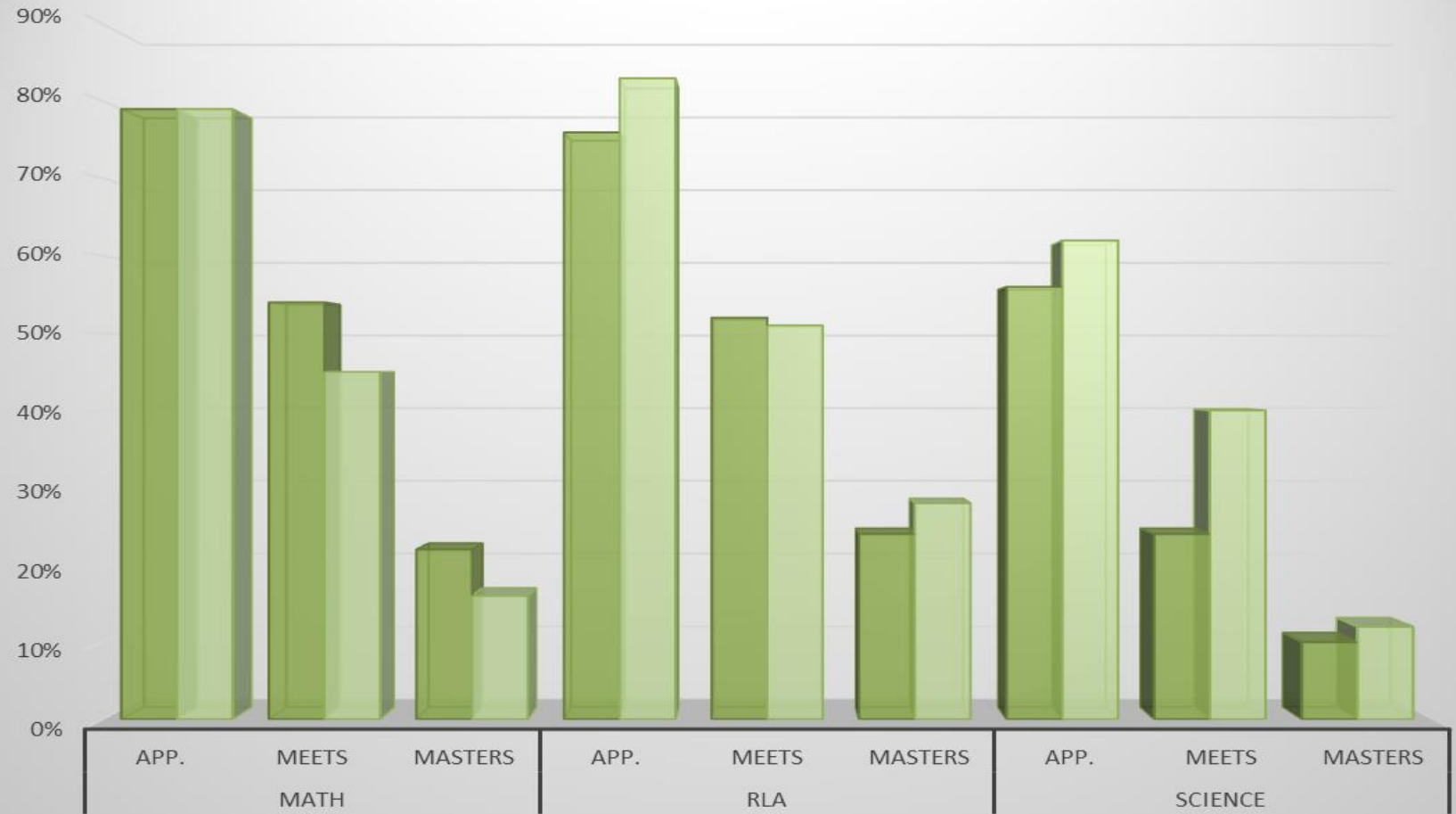


Campus Academic Performance Summary: Bill Childress ES



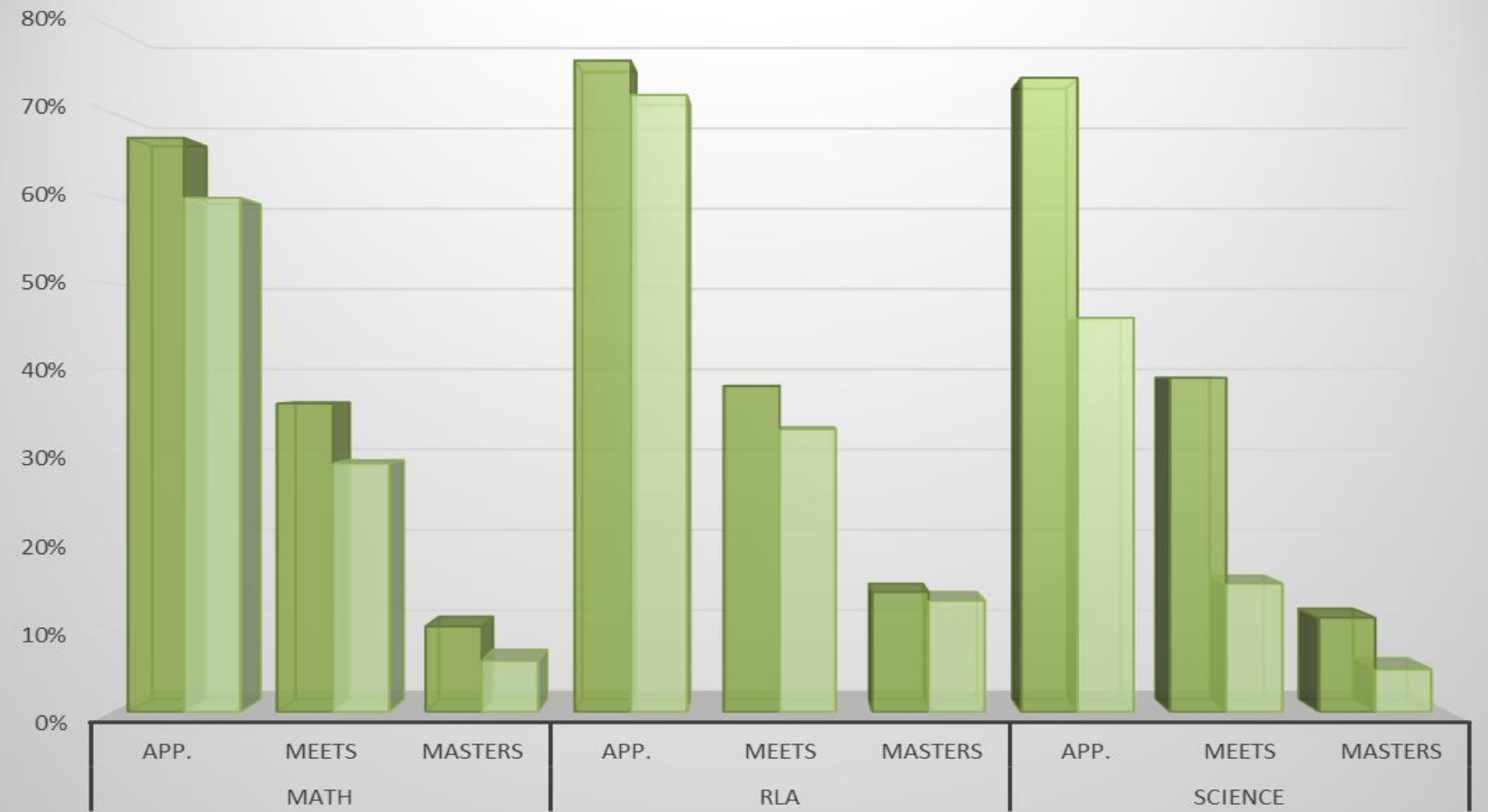
	Math			RLA			Science		
	App.	Meets	Masters	App.	Meets	Masters	App.	Meets	Masters
22-23	81%	53%	20%	80%	52%	19%	67%	23%	7%
23-24	78%	47%	10%	75%	43%	14%	51%	20%	4%

Campus Academic Performance Summary: Canutillo ES



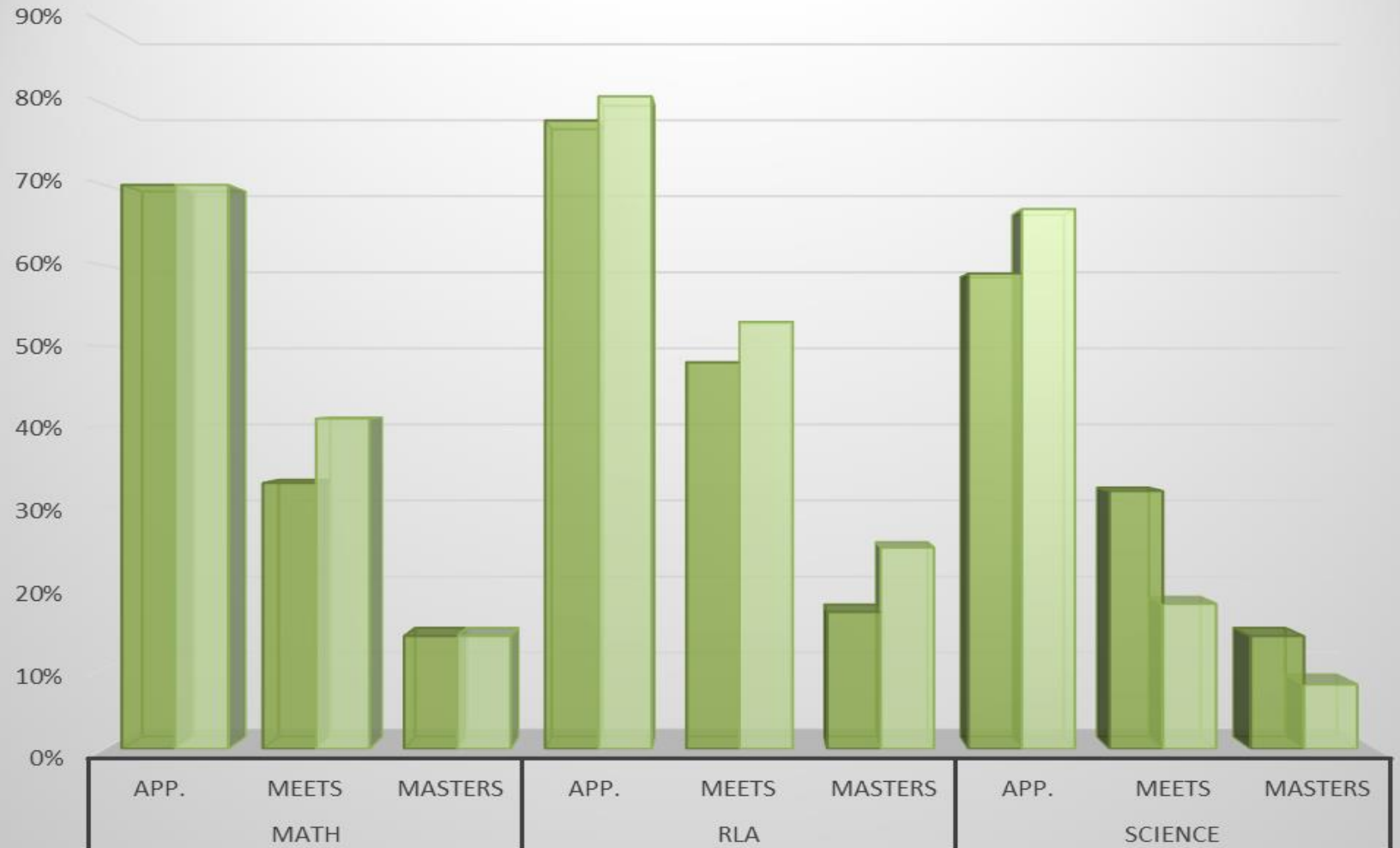
	Math			RLA			Science		
	App.	Meets	Masters	App.	Meets	Masters	App.	Meets	Masters
22-23	79%	54%	22%	76%	52%	24%	56%	24%	10%
23-24	79%	45%	16%	83%	51%	28%	62%	40%	12%

Campus Academic Performance Summary: Davenport ES



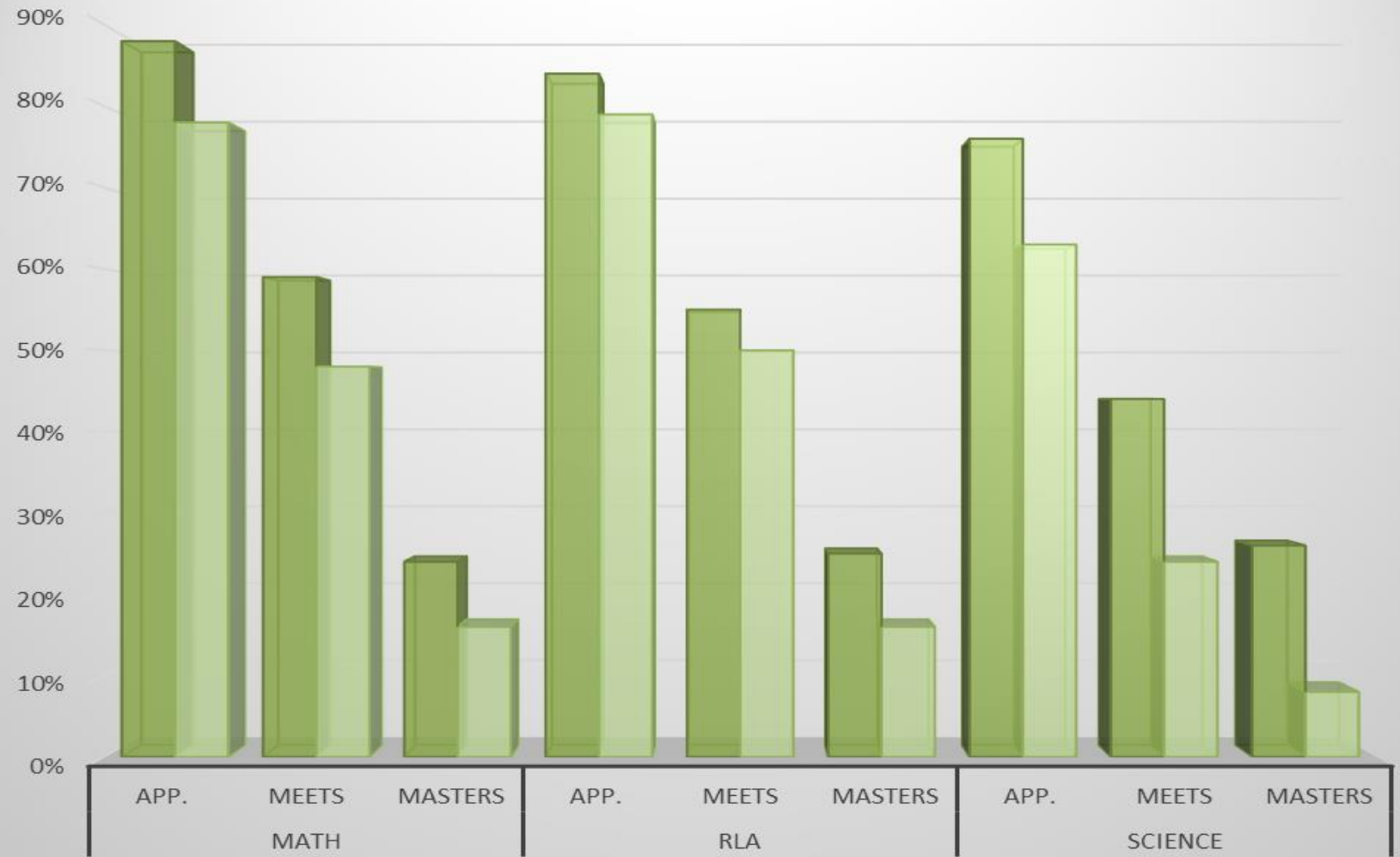
	Math			RLA			Science		
	App.	Meets	Masters	App.	Meets	Masters	App.	Meets	Masters
■ 22-23	67%	36%	10%	76%	38%	14%	74%	39%	11%
■ 23-24	60%	29%	6%	72%	33%	13%	46%	15%	5%

Campus Academic Performance Summary: Garcia ES



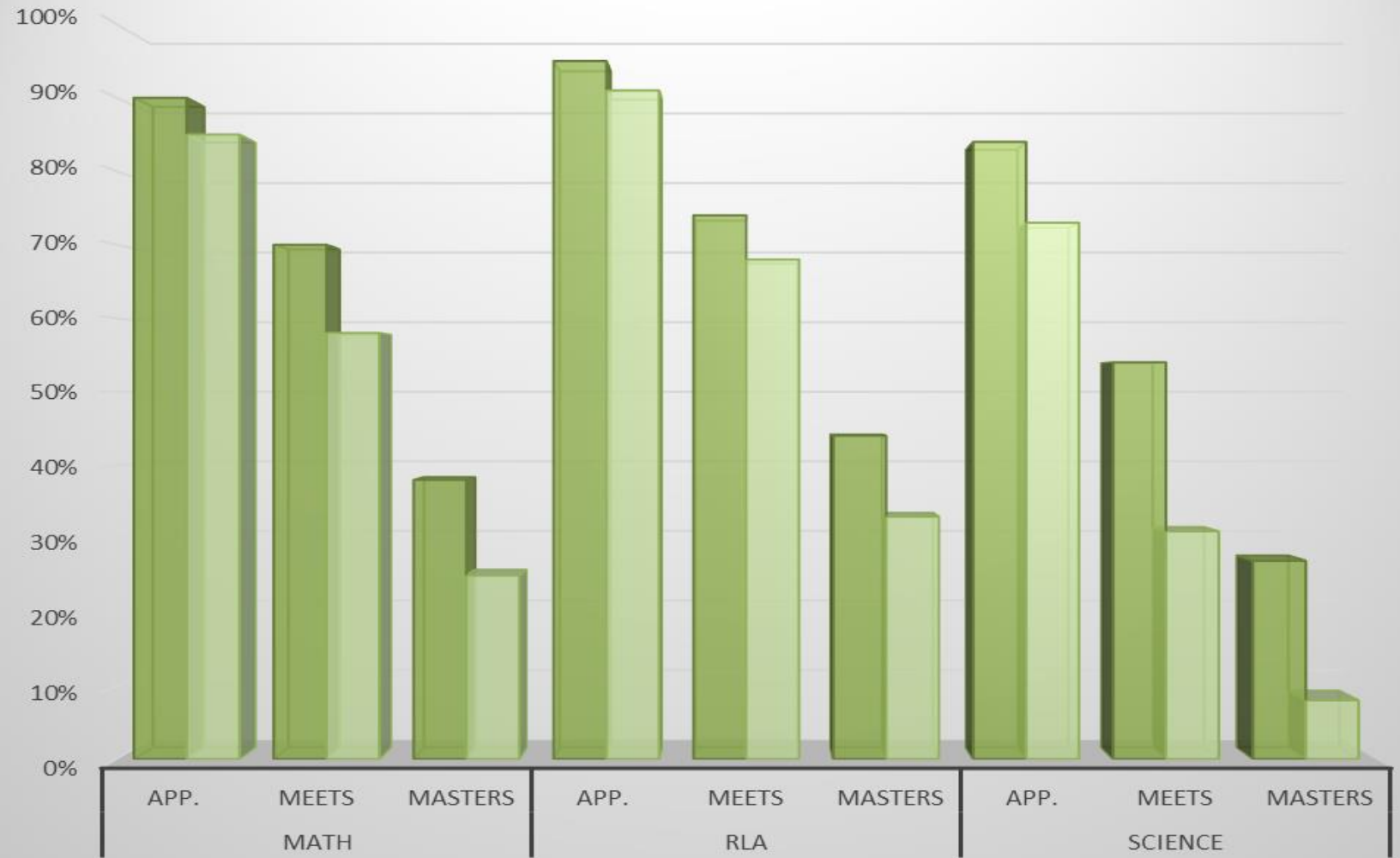
	Math			RLA			Science		
	App.	Meets	Masters	App.	Meets	Masters	App.	Meets	Masters
■ 22-23	70%	33%	14%	78%	48%	17%	59%	32%	14%
■ 23-24	70%	41%	14%	81%	53%	25%	67%	18%	8%

Campus Academic Performance Summary: Damian ES



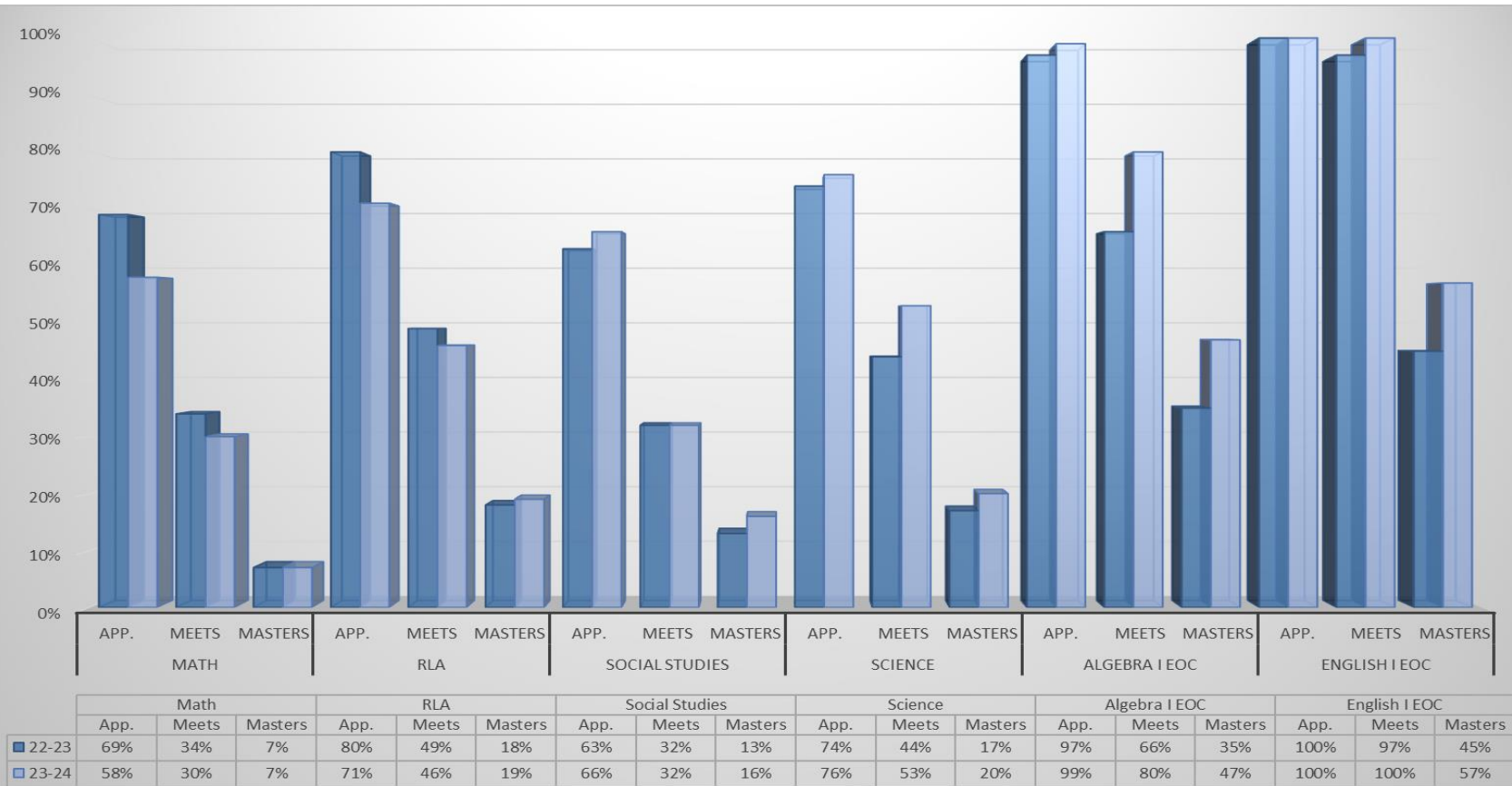
Year	Math			RLA			Science		
	App.	Meets	Masters	App.	Meets	Masters	App.	Meets	Masters
22-23	88%	59%	24%	84%	55%	25%	76%	44%	26%
23-24	78%	48%	16%	79%	50%	16%	63%	24%	8%

Campus Academic Performance Summary: Reyes ES

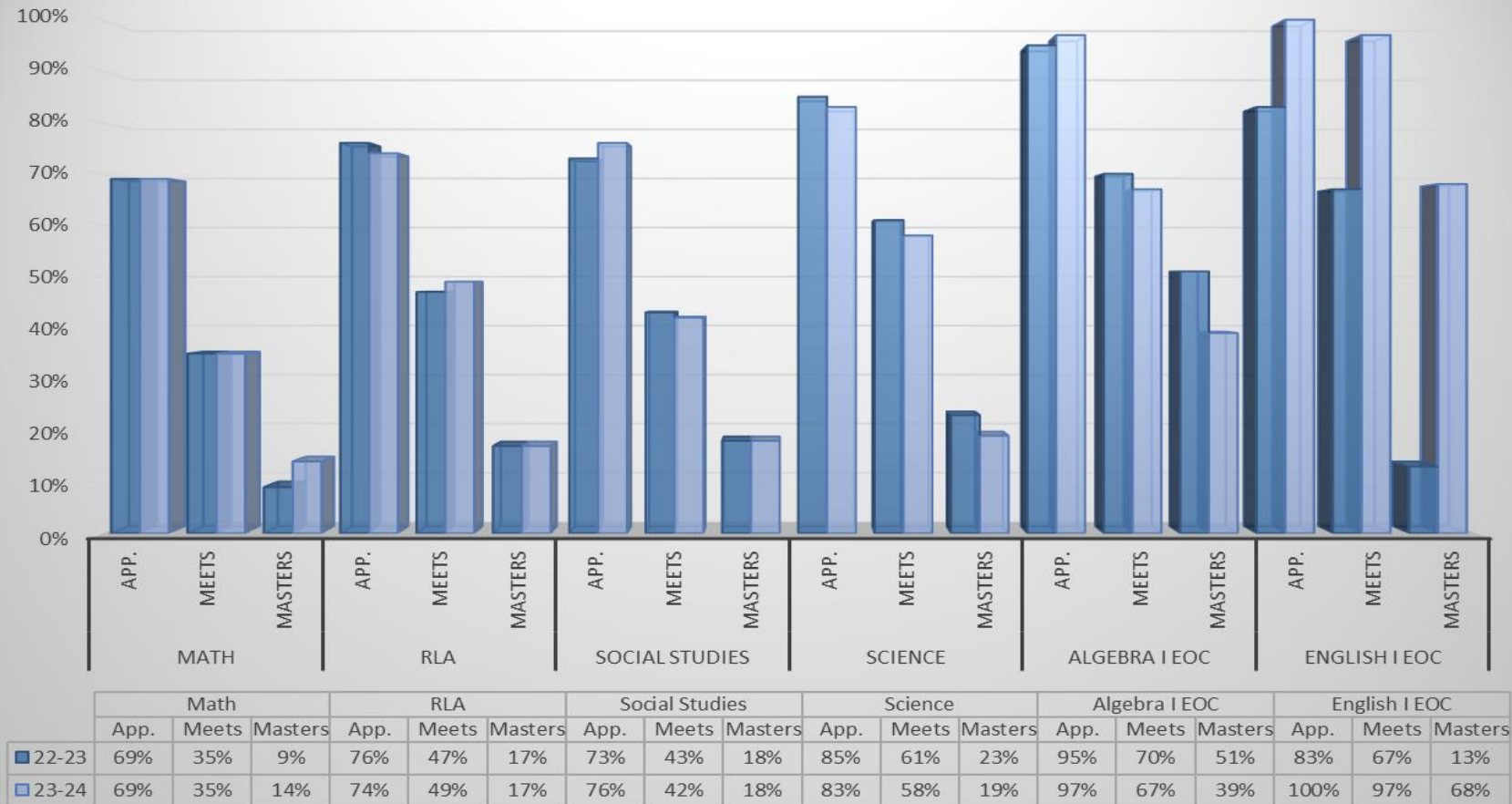


	Math			RLA			Science		
	App.	Meets	Masters	App.	Meets	Masters	App.	Meets	Masters
22-23	90%	70%	38%	95%	74%	44%	84%	54%	27%
23-24	85%	58%	25%	91%	68%	33%	73%	31%	8%

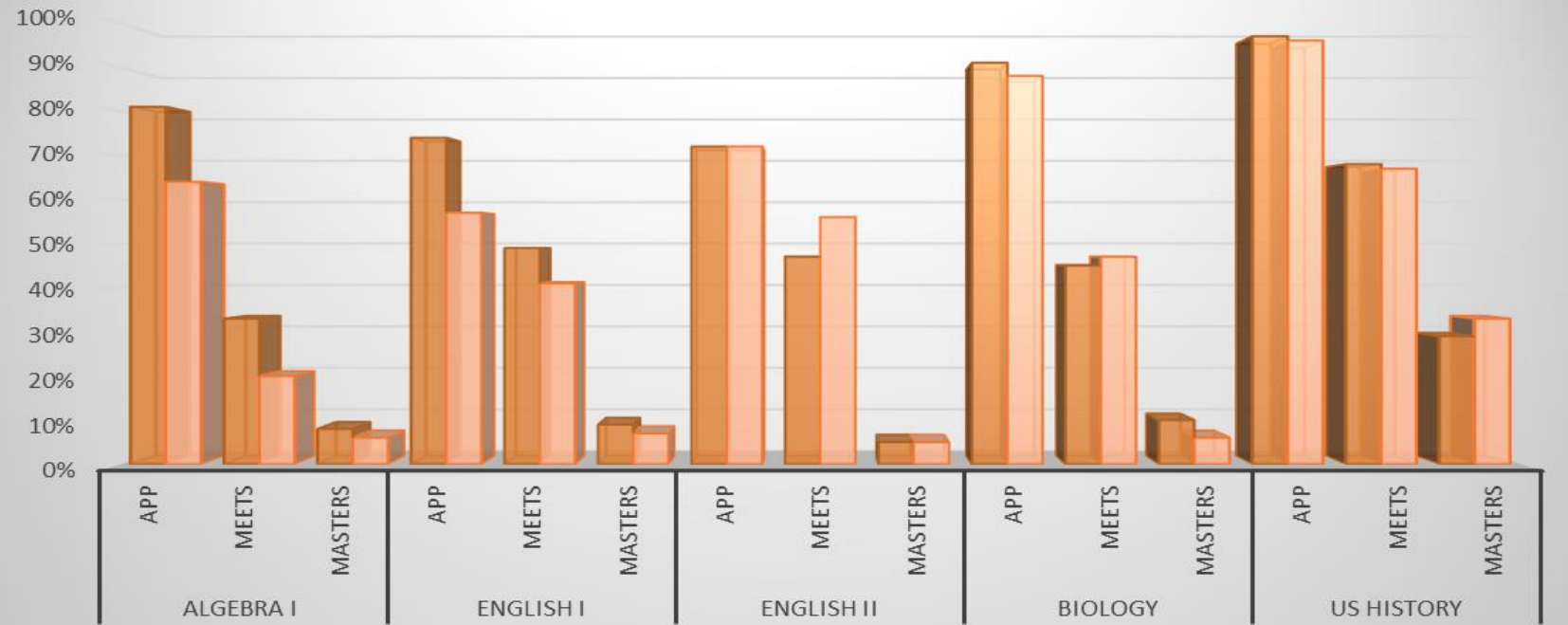
Campus Academic Performance Summary: Canutillo MS



Campus Academic Performance Summary: Alderete MS

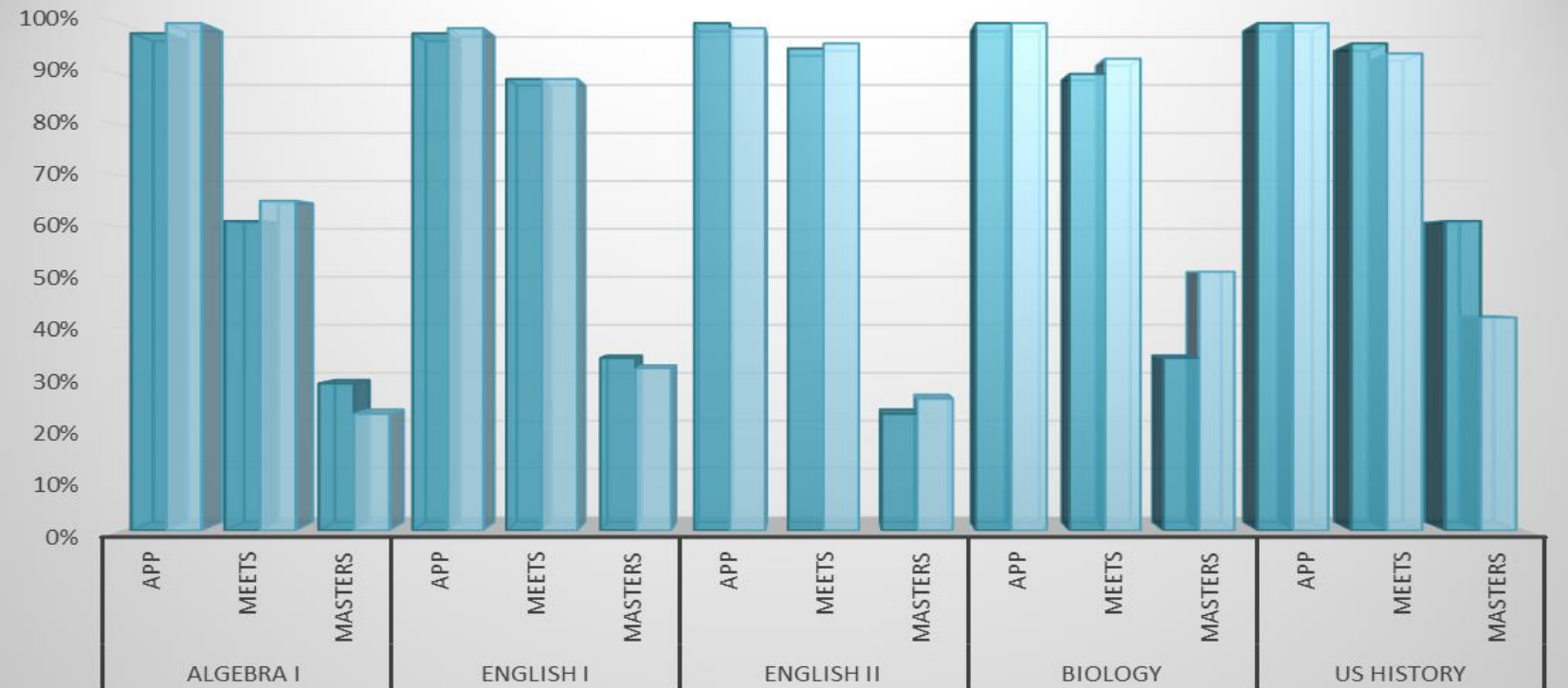


Campus Academic Performance Summary: Canutillo HS



	Algebra I			English I			English II			Biology			US History		
	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters
2022 - 2023	81%	33%	8%	74%	49%	9%	72%	47%	5%	91%	45%	10%	97%	68%	29%
2023 - 2024	64%	20%	6%	57%	41%	7%	72%	56%	5%	88%	47%	6%	96%	67%	33%

Campus Academic Performance Summary: Northwest ECHS



	Algebra I			English I			English II			Biology			US History		
	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters	App	Meets	Masters
2022 - 2023	98%	61%	29%	98%	89%	34%	100%	95%	23%	100%	90%	34%	100%	96%	61%
2023 - 2024	100%	65%	23%	99%	89%	32%	99%	96%	26%	100%	93%	51%	100%	94%	42%

A hand holding a blue pencil is positioned over a document. The document features a table with multiple columns and rows of data, including numerical values and some text. The background is slightly blurred, showing a white surface and a yellow object. The text "Any Questions?" is overlaid in the center of the image.

Any Questions?

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: September 2024

Subject/Title for Agenda Posting: Request for Staffing for school year 2024-2025

Justification Statement: Discussion and possible action to address the reclassification and hiring of personnel for 2024-2025

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

Staff Responsible: Martha Carrasco, Chief Human Resources Officer
Signature of Requester(s)
Martha Carrasco, Chief Human Resources Officer
Signature of Presenter(s)
September 2024
Business Services Approval (Initials) *Date*

Agenda Summary: Discussion and possible action to address the reclassification and hiring of personnel for 2024-2025

RECOMMENDATION:

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT: Human Resources

CONSEQUENCES OF NON-APPROVAL: Staffing shortages may hinder district personnel and operations

IMPLEMENTATION TIMELINE: School Year 2024-2025

ATTACHMENT(S): HR Personnel Recommendation



CANUTILLO ISD - REQUEST FOR STAFFING FOR 2024-2025



CAMPUS / DEPT.	REQUEST	CHANGE	EST. CURRENT BASE PAY (EACH POSITION)	EST. PROP. BASE PAY (EACH POSITION)	RATIONALE	FUNDING SOURCE	EST. BASE CHANGE	EST. FRINGE SUM	EST. TOTAL REALLOCATION	IMPACT TO DEFICIT	
STUDENT SUPPORT	3 - Case Managers	3 - NEW POSITIONS	\$ -	\$ 59,000.00	No Cost to the District - These roles coordinate support for students, ensuring they secure resources needed for academic and personal success. They work with staff, families, and outside services to address needs on emotional, social, or academic challenges.	289 - GRANT FUNDED - Stronger Connections Grant - Fully funded until September 2026 received from the grant. Locations: CHS, AMS, JDE.	\$ 177,000.00	\$ 26,550.00	\$ 203,550.00	NO IMPACT TO DEFICIT.	
CHS	1 - Attendance Officer	1 - NEW POSITION	\$ -	\$ 59,000.00	This role will support student success by tracking At-Risk students and assist with loss of credit, deter drop outs and improve general attendance.	185 - CHS STATE COMPENSATORY FUNDING.	\$ 59,000.00	\$ 8,850.00	\$ 67,850.00	NO IMPACT TO DEFICIT.	
CHILD NUTRITION	1 - Child Nutrition Reporting Specialist	UPGRADE in pay.	\$ 36,682.24	\$ 43,008.00	Additional duties due to the closure of PCN 3871 that was closed last year.	101 - CHILD NUTRITION FUND.	\$ 6,325.76	\$ 948.86	\$ 7,274.62	NO IMPACT TO DEFICIT.	
C & I	1 - Bilingual Coordinator	UPGRADE from ALS Lead Teacher position.	\$ 68,556.15	\$ 76,782.72	During the RIF process, the Director level position for Academic Language Services was closed. C & I has strategically restructured the duties and has identified the need for compliance oversight, duties that cannot be paid out in the current structure. (Teacher pay scale to Administrative Professional pay scale).	199 - GENERAL FUND - Reallocation of Savings from software programs: I-Station, and C&I Budget.	\$ 8,226.57	\$ 1,233.99	\$ 9,460.56	NO IMPACT TO DEFICIT.	
POLICE	1 - Police Sergeant	PAY ADJUSTMENT from Police Officer position.	\$ 50,752.00	\$ 52,704.00	Adding a Police Sergeant and Police Lieutenant to Canutillo ISD's Police Department will enhance safety, efficiency, and the overall chain of command. The Police Sergeant will supervise daily operations and respond to incidents, while the Police Lieutenant will focus on long-term planning, resource management, and officer training. Both roles are critical to maintaining a safe school environment and ensuring continuity of service. The updated chain of command will include the Chief of Police, followed by the Police Lieutenant and then the Police Sergeant.	199 - GENERAL FUND - Reallocation of Savings from the closure of PCN 3916 (Security Guard). Identified savings from this position: \$37,779.98 . The requested reallocation is within the identified savings by the requesting department. \$26,713.12 savings remain.	\$ 1,952.00	\$ 292.80	\$ 2,244.80	NO IMPACT TO DEFICIT.	
POLICE	1 - Police Lieutenant	UPGRADE from Police Officer position.	\$ 46,984.64	\$ 54,656.00	\$ 7,671.36		\$ 1,150.70	\$ 8,822.06			
									GRAND TOTAL	\$ 299,202.04	
									NON-199 TOTAL	\$ 278,674.62	
									199 TOTAL	\$ 20,527.42	

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to Approve the Award of RFQ 2025-02B Construction Manager at Risk (CMAR) Services for Canutillo ISD 2024 Bond Referendum Projects and authorize administration to proceed with contract negotiations with AO General Contractors Inc., Banes General Contractors Inc., Buford Thompson Company LTD, Dantex General Contractors Inc., Jordan Foster Construction LLC, and LDCM Solutions LLC, as presented, with a contract to be contingent upon review by District’s Legal Counsel and approval by the Board of Trustees at a future Board meeting.

Justification Statement: To authorize administration to proceed with contract negotiations for selected General Contractors, as per Administration Review Committee evaluation and scoring. Approval is required for District Program Manager to proceed with contract negotiations for Construction Manager at Risk services.

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

Staff Responsible: _____
Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials) _____ *Date* _____

Agenda Summary:

Pursuant to the provisions of Texas Government Code Chapter 2269, Subchapter F, the District issued a Request for Qualifications (RFQ) to select, via the two (2) step process, Construction Manager at Risk firms for Canutillo ISD 2024 Bond Referendum Projects with the following schedule of events:

First Advertisement	August 5, 2024
Second Advertisement	August 12, 2024
Deadline for Questions	August 15, 2024
Deadline to Receive Qualifications	August 19, 2024
Issue Step 2 to Short List (Request Fee Proposals)	September 13, 2024
Receive Fee Proposals	September 17, 2024
Rank Submissions	September 18, 2024
Board Approval of CMAR firms	September 23, 2024

The District received ten (10) Statements of Qualifications from the following Firms:

1. AO General Contractors Inc.
2. Banes General Contractors Inc.
3. Buford Thompson Company LTD
4. Dantex General Contractors Inc.
5. Efficio Construction Services Inc.
6. Harrington Construction LLC dba/HB Construction
7. Jordan Foster Construction LLC
8. LDCM Solutions LLC
9. Performance Services Inc.
10. Tigua Construction Services Inc.

Step 1 – The Evaluation Committee evaluated and ranked each Statement of Qualifications submitted in relation to the selection criteria set forth in the RFQ. Six (6) of the responding firms were selected to move on to the Step 2 process:

1. AO General Contractors Inc.
2. Banes General Contractors Inc.
3. Buford Thompson Company LTD
4. Dantex General Contractors Inc.



- 5. Jordan Foster Construction LLC
- 6. LDCM Solutions LLC

Step 2 – The second step consisted of a fee proposal process where the six (6) firms short-listed from Step 1 were invited to provide a base fee, general conditions, and pre-construction fee proposal. All the invited firms submitted a response to Step 2. As a result of the Step 1 and Step 2 processes and specific project evaluation criteria, including but not limited to the project-specific qualifications and total fees as determined to provide the “best value” to the District ranked as follows:

Project	Project Value	Ranking
Canutillo MS STEM Academy / Jose J. Alderete MS	\$ 214,000,000	1 – Banes General Contractors Inc.
		2 – Dantex General Construction Co.
		3 – Jordan Foster Construction LLC
		4 - BTC Construction LTD
		5 - LDCM Solutions LLC
		6 - AO General Contractor Inc.

Project	Project Value	Ranking
Deanna Davenport ES	\$ 74,000,000	1 – LDCM Solutions LLC
		2 – Jordan Foster Construction LLC
		3 – AO General Contractor Inc.
		4 - BTC Construction LTD
		5 - Dantex General Construction Co.
		6 - Banes General Contractor, Inc.

Project	Project Value	Ranking
Northwest Early College HS	\$ 40,548,567	1 - Jordan Foster Construction LLC
		2 – AO General Contractor Inc.
		3 - Banes General Contractors Inc.
		4 - BTC Construction LTD
		5 - Dantex General Construction Co.
		6 - LDCM Solutions LLC

Project	Project Value	Ranking
Bill Childress ES / Jose H. Damian ES / Gonzalo & Sofia Garcia ES	\$ 21,949,117	1 - Jordan Foster Construction LLC
		2 – Banes General Contractors Inc.
		3 – LDCM Solutions LLC
		4 - AO General Contractor Inc.
		5 - BTC Construction LTD
		6 - Dantex General Construction Co.

Project	Project Value	Ranking
Canutillo HS	\$ 16,539,978	1 - AO General Contractor Inc.
		2 – Banes General Contractors Inc.
		3 – Dantex General Construction Co.
		4 - Jordan Foster Construction LLC
		5 - BTC Construction LTD
		6 - LDCM Solutions LLC



Project	Project Value	Ranking
Canutillo ES / Congressman Silvestre & Carolina Reyes ES	\$ 11,917,338	1 - Banes General Contractors Inc.
		2 - Jordan Foster Construction LLC
		3 - LDCM Solutions LLC
		4 - AO General Contractor Inc.
		5 - BTC Construction LTD
		6 - Dantex General Construction Co.

In accordance with Texas Government Code §2269.155, should the first ranked contractor fail or otherwise decline to enter into a contract, the District shall formally end negotiations and proceed into negotiations with the next contractor as ranked until an agreement is reached or contract rebid.

PRIOR BOARD ACTION: 9/10/2024 AWARDED: 9/10/2024 AWARDED AMOUNT: N/A

AMOUNT(S): N/A

ACCOUNT NO(S): Bond Funds

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

REQUESTING DEPARTMENT:
Operations

CONSEQUENCES OF NON-APPROVAL:
Cannot move forward with the Construction Manager at Risk Agreement contract(s) for the Canutillo ISD 2024 bond project.

IMPLEMENTATION TIMELINE:
Upon Board Approval

ATTACHMENT(S): ✓
Exhibit A: Executive Summary Back-up Information





EXECUTIVE SUMMARY BACK UP INFORMATION

**Construction Manager at Risk (CMAR) Services for the Canutillo ISD 2024 Bond Referendum Projects
RFQ 2025-02B**

DESCRIPTION OF ITEMS / SERVICES:	The Canutillo Independent School District (“District”) is requesting a Statement of Qualification (“SOQ”) from qualified sources relative to the provision of the Request for Qualifications (“RFQ”). This Procurement will be managed under the Canutillo ISD 2024 Bond Referendum, but the services provided may be used by the District, if required, for non-bond relates services, at discretion of the District and approval by the board of trustees.
FIRST ADVERTISEMENT DATE:	AUGUST 5, 2024
SECOND ADVERTISEMENT DATE:	AUGUST 12, 2024
EMAIL NOTIFICATIONS SENT:	225
IONWAVE POSTING DATE:	AUGUST 5, 2024
PRE - BID CONFERENCE:	NONE
BID DUE DATE:	AUGUST 19, 2024
DAYS THAT BID WAS AVAILABLE:	14
VENDOR WEBSITE VIEWS:	41
NUMBER OF BIDS RECEIVED:	10
NUMBER OF LATE BIDS REJECTED:	0
CONTRACT TERM:	The initial term of this proposal shall be for the duration of the 2024 Bond Referendum. Contract Term will be effective per date specified in the Notice of Award.
TOTAL AWARD AMOUNT:	0.00

CANUTILLO

INDEPENDENT SCHOOL DISTRICT



Board of Trustees Meeting

PROCEDEO

PROCEDEO TEAM MEMBERS TO DATE



Ernesto Ortiz
Program Director



Irene Nigaglioni, FAIA
Senior Design Manager, IN2



Rose Lucero
Communications Manager



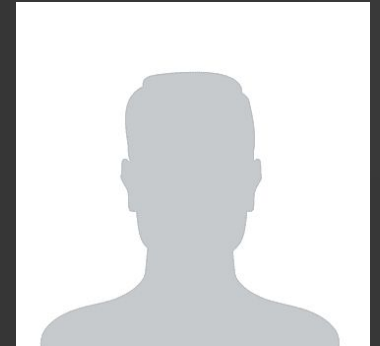
David Martinez Jr.
Controls Manager



Raquel Bitar
Program Coordinator



Corina Heredia
Procurement Manager



TBD
FFE



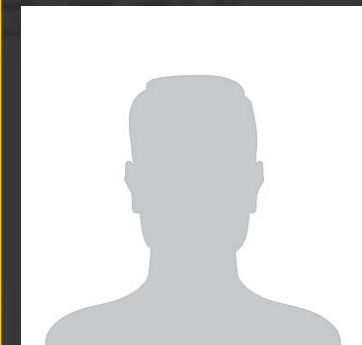
Peter Aguilar
Design Manager, IN2



Anthony Mariscal
Construction Manager



Alec Kleinhans
Project Manager



TBD
Project Manager

2024 CISD Bond Program – CBAC Officers

Antonio Castillo - Chair



Christian Lopez – Secretary



2024 CISD Bond Program – CV (Regulation)

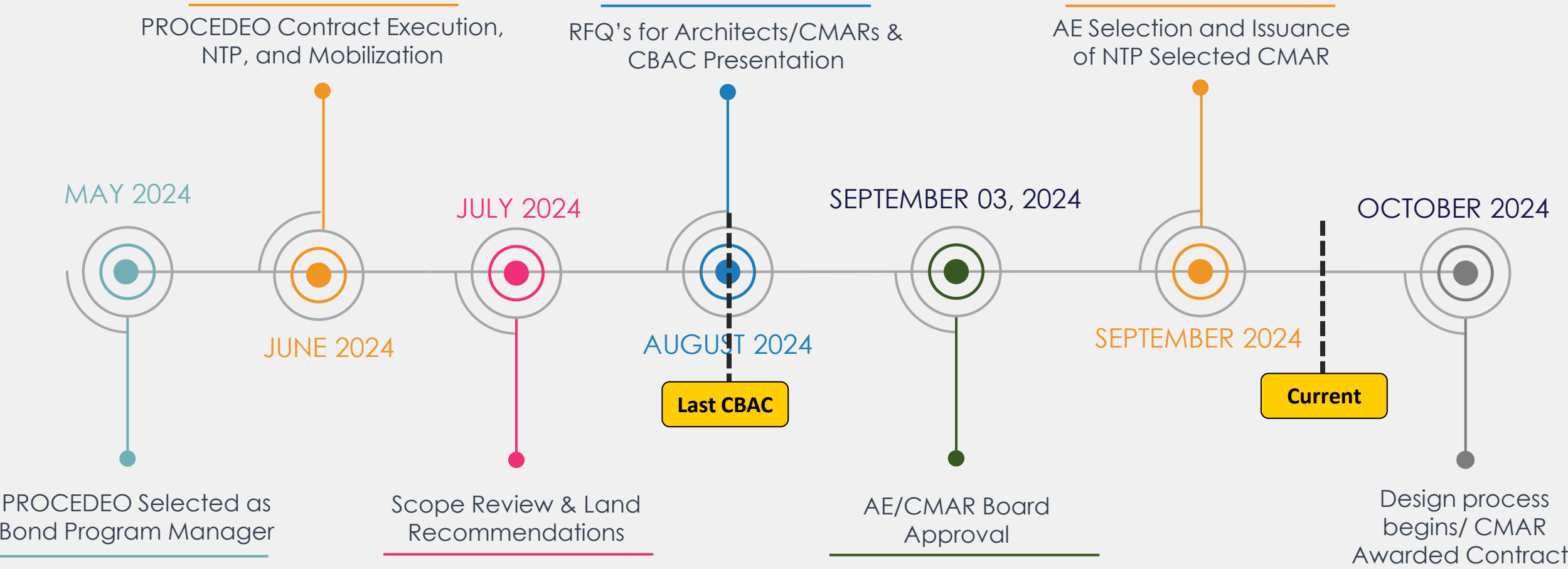
- Request information from district employees through the committee chairperson.
- Because full participation and representation is vital for the committee's work to proceed, the chairperson may recommend to the Superintendent that a member who has been absent from three or more meetings (cumulative), be replaced.
- Meeting Agenda & Materials to be provided 3 days before scheduled meeting
- CBAC Questions to be provided to PROCEDEO 48 hours before scheduled meeting



Program Schedule & Budget Update

CANUTILLO INDEPENDENT SCHOOL DISTRICT
2024 Bond Program

2024 Bond Program Status – 2024 Bond Timeline



2024 Bond Program Status – Program Status Update

Progress for the Projects currently in Design and approaching Construction



AE Contracts	Scope to Budget or Programming	Schematic Design	Design Development	Construction Documents	Bidding - GMP Guaranteed Maximum Price
	STB	SD	DD	CD	

Canutillo MS				Canutillo HS Playfields Lighting Upgrades	Reyes Technology Upgrades
Alderete MS					
Davenport ES					
NW Early College HS					
Canutillo HS					
Canutillo ES					
Bill Childress ES					
Damian ES					
Garcia ES					
Reyes ES					

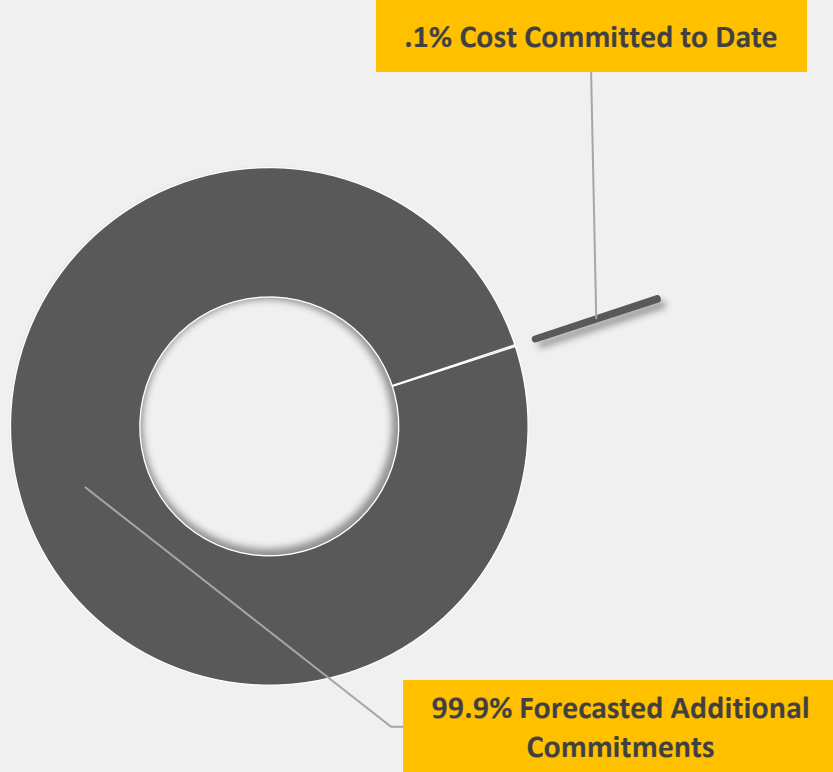
2024 Bond Program Status – Budget

4yr
2024-2028

10
PROJECTS

\$379M
PROPOSITION A

CATEGORY	Budget Managed by PROCEDEO	Total
New Facilities/Renovations for 10 Projects	\$378,955,000	\$378,955,000
Interest Earned to Date	--	--
Canutillo ISD 2024 Bond Program Total	\$378,955,000	\$378,995,000
Encumbered to Date		\$398,763
Amount Paid to Date		\$10,000
Forecasted Additional Commitments		\$378,546,237
Interest Earned to Date		--
Total		\$378,955,000



2024 Bond Program Status – Budget

4yr
2024-2028

10
PROJECTS

\$379M
PROPOSITION A

RENOVATIONS					
#	Project	Budget	Paid to Date	Encumbered	Unencumbered
1	Canutillo HS	\$16,539,978		\$32,000	\$16,507,978
2	Canutillo ES	\$9,681,338			\$9,681,338
3	Childress ES	\$7,395,244			7,395,244
4	Damian ES	\$7,395,244			7,395,244
5	Garcia ES	\$7,158,629			7,158,629
6	Reyes ES	\$2,236,000		\$366,763	1,869,237
NEW CONSTRUCTION					
#	Project	Budget	Paid to Date	Encumbered	Unencumbered
7	Canutillo MS	\$107,000,000	\$10,000		106,990,000
8	Davenport ES	\$74,000,000			74,000,000
9	Alderete MS	\$107,000,000			107,000,000
10	Northwest HS	\$40,548,567			40,548,567
TOTALS		\$ 378,955,000	\$ 10,000	\$ 398,763	\$ 378,546,237

AE Design Invoice

Security & Technology Upgrades

AE & CMAR Selection Process

1

Projects were grouped according to type of project and to provide best value to Canutillo ISD

2

Doing business with CISD Event July 26th

3

RFQ was issued August 5, 2024

4

RFQ Bid Opening 08/19 at 1:00pm

5

Architects/CMAR were evaluated based on quality and responsiveness to RFQ by Evaluation Committee

6

Once ranked, projects were assigned by order of value and Architect rankings

7

BOT Approval to proceed with contract negotiations 09/10

8

BOT Approval for Award of AE Contracts and Two-Step Raking for CMAR 09/23

9

AE NTPs Issued 09/25 – Design Start

10

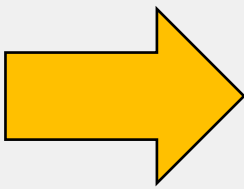
BOT Approval and Award for CMAR Contracts 09/30

11

CMAR NTP to be Issued

Project Grouping and Architect Selection

	Project
1	Canutillo MS
2	Alderete MS
3	Davenport ES
4	NW Early College HS
5	Bill Childress ES
6	Damian ES
7	Garcia ES
8	Canutillo HS
9	Canutillo ES
10	Reyes ES



	Project	Project Value	Architect
1	- Canutillo MS STEM Academy - Jose J. Alderete MS	\$ 214,000,000	1 - DLR Group
2	Deanna Davenport ES	\$ 74,000,000	2 - Pfluger Architects
3	Northwest Early College HS	\$ 40,548,567	3 - MNK Architects Inc.
4	- Bill Childress ES - Jose H. Damian ES - Gonzalo & Sofia Garcia ES	\$ 21,949,117	4 - Mijares-Mora Architects Inc.
5	Canutillo HS	\$ 16,539,978	6 - GA Architecture Inc.
6	- Canutillo ES - Rep. Silvestre & Carolina Reyes ES	\$ 11,917,338	6 - GA Architecture Inc.

Architect and CMAR Pairing

	Project	Project Value	Architect
1	- Canutillo MS STEM Academy - Jose J. Alderete MS	\$214,000,000	DLR Group
2	Deanna Davenport ES	\$ 74,000,000	Pflugger Architects
3	Northwest Early College HS	\$ 40,548,567	MNK Architects Inc.
4	- Bill Childress ES - Jose H. Damian ES - Gonzalo & Sofia Garcia ES	\$ 21,949,117	Mijares-Mora Architects Inc.
5	Canutillo HS	\$ 16,539,978	GA Architecture Inc.
6	- Canutillo ES - Rep. Silvestre & Carolina Reyes ES	\$ 11,917,338	GA Architecture Inc.



Construction Manager at Risk
Banes General Contractors
LDCM Solutions
Jordan Foster Construction
Jordan Foster Construction
AO General Contractor Inc.
Banes General Contractors

Since our last CBAC Meeting...



Board Meetings

- 09/10 Board Meeting – Selected AE/GC Approval for Negotiations
- 09/23 Board Meeting – AE Contracts and Selected Contractor Approval per Project(s)



Coordination

- RFQ Responses & Evaluations
- Land Acquisition Negotiations
- Safety & Security Assessments
- Musco Lighting Coordination



Design

- AE Contract and Fee Negotiation
- 09/24 Design NTPs Issued for All 10 Projects



Community Engagement

- CAFÉ Golf Tournament
- CISD Convocation
- Grandparent’s Day
- Visioning Meetings



August 1, 2024

September 30, 2024



CAFÉ Golf
Tournament
Major Sponsor





CISD Convocation
Major Sponsor





Visioning Meeting

Over 80 attendees
Parents, Teachers,
Students,
Administrators





**Grandparent's Day
at Davenport ES**

"We Dig Our
Grandparents"





Website



SCAN ME

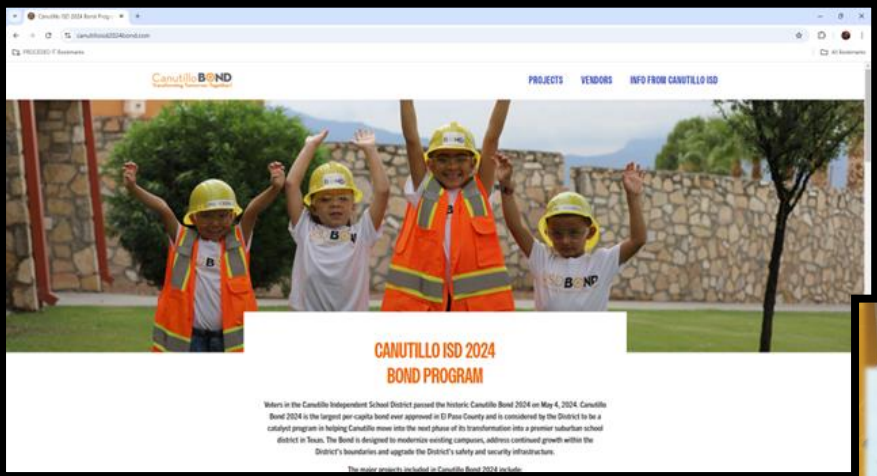


2024 Bond Program Status – Upcoming Events

Website Development Ongoing

Follow Up Ed Spec Meetings with District Staff

Projects Begin Design



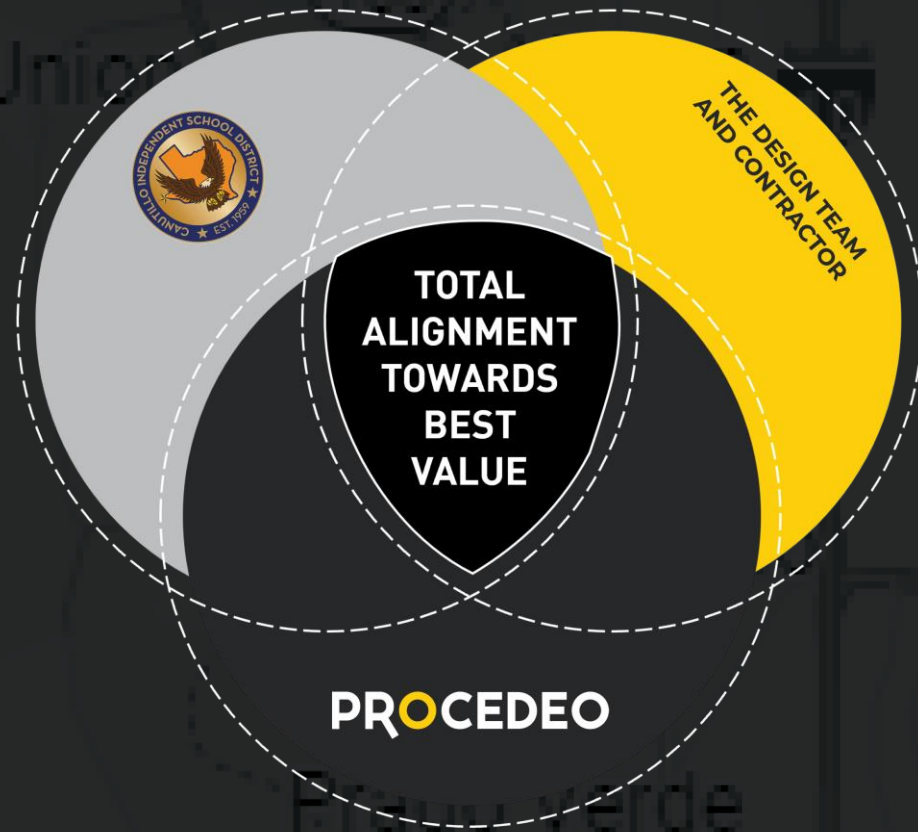
Design Charrettes



- **January 6, 2025**
- **March 31, 2025**

CANUTILLO

INDEPENDENT SCHOOL DISTRICT



THANK YOU!

PROCEDEO

Questions?



OFFICE OF THE SUPERINTENDENT

CANUTILLO A Premier District

Memo

To: CISD Board of Trustees

From: Gustavo Reveles, Director of Communication & Marketing

Date: September 17, 2024

Subject: Proposal for the Establishment of the Canutillo Oral History Project

Canutillo ISD holds over 100 years of history, marked by a strong connection between the community and its schools. Throughout the decades, Canutillo alumni have demonstrated immense pride in their district and its legacy, often viewing the schools as a repository of the region's rich history and traditions. In light of this, it is an opportune time to launch the Canutillo Oral History Project—a structured initiative to document, archive, and celebrate the stories that form the foundation of our district.

The project would allow us to connect past and present generations of the Canutillo Family, fostering a deeper sense of pride and belonging among both long-standing community members and newer residents. By actively gathering and preserving these narratives, Canutillo ISD will celebrate its legacy while building an essential bridge between alumni and current students.

The Canutillo Oral History Project would leverage the district's website to collect and store digitalized photos, stories, and historical accounts from alumni, staff, and community members. This archived material would serve as a valuable resource for promoting our district, highlighting our schools' historical significance, and honoring the contributions of our alumni.

Additionally, the project would involve creating a digital oral history collection. Through interviews and recorded testimonies, we could produce an ongoing series documenting the stories of Canutillo ISD's past, preserving them for future generations.

Project Components:

1. Digital Submission Platform: We would create a designated space on the Canutillo ISD website where community members could submit their photos, stories, and other memorabilia. This user-friendly platform would encourage broad participation from alumni and residents across all generations.

Street Address:

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address:

P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7444

F: (915) 877-7521

canutillo-isd.org

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

2. Oral History Productions: A series of interviews and narratives would be recorded and hosted online, telling the stories of former students, teachers, staff, and community members whose lives have been shaped by Canutillo ISD.

3. Archival and Access: All submitted materials would be cataloged, archived, and made accessible through the district's website. This resource would be invaluable for district promotional efforts, such as celebrations of milestones, anniversaries, and alumni achievements.

Implementation and Responsibilities

The Public Information Office (PIO) would oversee the collection and management of all submissions. This would include coordinating with alumni, retirees, and community members to gather their contributions, as well as handling the digital archiving and online publishing process. Additionally, the PIO would manage the production of oral history videos and ensure their quality and authenticity.

To expand the reach of this project, we propose the formation of a Canutillo Legacy Committee, comprised of alumni and community stakeholders, to provide input and assist in the continued development of the project. This committee could help identify key individuals for the oral history interviews, promote the initiative, and advise on the best ways to engage the broader community.

Cost and Benefits

The projected cost for the Canutillo Oral History Project is minimal, with the only significant expenditure being a photo-sharing subscription of approximately \$100 per year.

In return, the district would reap considerable benefits, including:

- Enhanced Community Engagement: Alumni and community members would feel more connected to the district, with their stories being honored and preserved.
- Promotion of Canutillo ISD: The historical materials could be used in marketing efforts, celebrating Canutillo ISD's proud past while showcasing its ongoing growth and achievements.
- Fostering a Sense of Pride: Both current and future generations of Canutillo students would have a tangible connection to the district's history, reinforcing their pride in their schools and community.

Conclusion

The Canutillo Oral History Project is a meaningful initiative that aligns with our district's mission to honor its legacy while building for the future. By documenting the stories of those who have shaped

Canutillo ISD over the past century, we will not only celebrate the past but also strengthen the bonds between our schools, alumni, and current students. I respectfully ask the Board to consider approving this proposal, which will serve as a lasting testament to Canutillo's rich history and a powerful tool for engaging our community.

Thank you for your consideration.

TEXAS ASSOCIATION OF SCHOOL BOARDS, INC.

HR Services • Service Agreement for Staffing Review

Canutillo ISD (“Client”)

Proposal: August 29, 2024 • Expiration: September 26, 2024

1. Description of Services

TASB will conduct a review of Client staffing practices for central office departments to identify options for cost reduction, improving effectiveness, or implementing strategic practices. The scope of the review will include staffing practices in the areas of instructional and administrative support staffing (curriculum and instruction, business and finance, and human resources); technology; district operation leadership - food service, maintenance, custodial, and transportation; safety and security; and non-campus clerical staff.

Benchmarking metrics will be prepared for an appropriate comparison group of peer districts. Interviews will be conducted with identified central office administrators. The Client will receive a preliminary draft of findings and recommendations with detailed data analysis and a final report.

2. Cost

\$4,000 consulting fee plus reimbursement of travel expenses. TASB will invoice the Client upon completion of services.

3. Schedule

December 2024 will be targeted for delivery of a draft report, after beginning in October 2024. To meet this delivery schedule, TASB must receive approval of this agreement before the expiration date and must receive the data requested from the Client within the timeframe specified in the data request.

4. Cancellation of Agreement

In the event either party terminates this Agreement before the completion of services, the Client will reimburse TASB for all costs incurred up to the date of cancellation and will pay TASB's fee for consulting hours actually rendered at TASB's then current hourly rate.

5. Term of Agreement

This Agreement is effective upon the delivery (by mail or facsimile) of an executed counterpart of this Agreement to TASB, and either party may rely upon a facsimile or photocopy of the Agreement for all purposes.

6. Limitation of Liability

TASB's liability under this Agreement is limited to the fees paid by the Client to TASB under this Agreement. The parties agree that, in the event of a lawsuit between the parties relating to this Agreement, the prevailing party is entitled to recover reasonable and necessary attorney's fees.

7. TASB and TASB HR Services Membership

As a prerequisite for entering into this Agreement, Client must be a member of TASB and TASB HR Services. If Client ceases to be a member of TASB or TASB HR Services, TASB may suspend or terminate this Agreement. In the event of suspension or termination, TASB may retain any fees received from Client for work performed as of the date of suspension or termination. TASB may not incur additional costs, fees, or expenses after notification of suspension or termination without Client's written approval.

This Agreement is subject to the terms and conditions of Client's TASB HR Services™ Membership Agreement, which are incorporated into this Agreement. If there is a conflict between this Agreement and the Membership Agreement, the Membership Agreement will control except as specifically provided in this Agreement and then only to the extent necessary to reconcile the conflict.

The individual signing below has the authority to bind Client to this Agreement as presented. Any interlineations or modifications to this Agreement will not be valid or enforceable unless TASB consents to the change in writing.

Texas Association of School Boards, Inc.

Amy Campbell
Amy Campbell
Director, HR Services

Client

[Signature]
Signature of Authorized Official

8/29/27
Date Approved

Purchase Order Number



1. **GENERAL FUNCTIONS-OTHER**

1.A. Call to Order

Meeting was called to order at **6:31 PM**

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

Pledge of allegiance and Texas pledge of allegiance were led by board members and audience simultaneously.

1.D. Roll Call

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

Trustees Absent: Barnes

Mrs. Zuniga arrived at 6:37 AM

1.E. CISD Vision and Mission Statements

Vision was read by Trustee Trout

Mission was read by: Trustee Mendoza

2. **BOARD HONORS**

2.A. Recognition of CISD Employees Michael Cangas, Marina Casana and Albert Enriquez for their Outstanding On-the-job Safety Practices, Which Have Helped the District Meet Its Risk-Management Goals.

Mrs. Christina Rodriguez from the Public Information Office presented the employees with Certificates and photos were taken with the board members.

3. **OPEN FORUM-OTHER**

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

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

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

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

No Participants signed up for Open Forum

Mrs. Mendoza congratulated Mrs. Zuniga for her birthday and Mrs. Borrego on her retirement.

4. PUBLIC HEARING

4.A. Public Hearing Regarding the Proposed 2024-25 Annual Budget. The Public is Invited to Attend and Provide Public Comment.

Mrs. Pulley presented the 2024-25 Annual Budget. Mrs. Trout asked why/how the \$250,000 marketing budget will work. Mrs. Borrego asked if advertising would be done for the district via television. Mr. Reveles mentioned that there is a project of a welcome guide/pamphlet to hand out to new homeowners in the area to inform them about our schools. Mrs. Pulley continued with the presentation with Child Nutrition fund and Maintenance Tax notes. No Comment from the public regarding the presentation.

5. BOARD OF TRUSTEE BUSINESS

5.A. Discuss and Take Possible Action Regarding the Approval of the 2024-25 Annual Budget

Motion to approve the 2024-25 budget by Mrs. Trout, Second by Ms. Borrego Borrego-YES, Mendoza-YES, Rodriguez-YES, Simental-YES, Trout-Yes, Zuniga-YES

All in favor motion passes.

5.B. Consideration Of the Creation Of The Canutillo ISD Public Facility Corporation Under Chapter 303 Of The Texas Local Government Code To Act On Behalf Of The Canutillo Independent School District.

Mr. Arnold Cantu presented to the board regarding the Public Facilities Corporation and what it can do for the district. Mr. Cantu explained to the board how PFCs can provide incentives for public/private partnerships for the district. Mr. Cantu also answered questions from board members in regard to limitations of PFCs. Mrs. Mendoza explained how PFCs were used in the district in the past to acquire the Central Office Building.

No Action Taken

5.C. Update from PROCEDEO on Bond 2024

Presented by Ernesto Ortiz and Rose Lucero

Mr. Ortiz presented to the board an action plan from PROCEDEO and explain the different phases involving the Bond. He mentioned that the board will be receiving proposed land sites, RFQs and construction managers at-risk. Mrs. Borrego requested that administration let the board members know once RFQs start because of the cone of silence.

No Action Taken

5.D. Discussion and Possible Action Regarding Montessori Program

Teacher/Instructors

Mrs. Martha Carrasco introduce the board to a possible pay adjustment for the teachers in the Montessori program. Mrs. Sandra Carrillo presented the board with information/research regarding the Montessori Program. Mrs. Borrego wants to give direction to find more information regarding the opportunity to offer stipends for Montessori Research. Mr. Rodriguez talked about the difference between certified teachers vs. Montessori certified

Mrs. Carrasco recommends setting aside funding to send teachers to program to get Montessori Certified. Mrs. Carrasco would recommend posting current Montessori positions starting at \$60,000 dollars.

Mrs. Borrego wants to move to have Montessori teacher position go to teacher pay as per administration recommendation. And in the future make certified teachers eligible for a Montessori stipend.

Second by Mrs. Trout.

Borrego-YES, Mendoza-YES, Rodriguez-YES, Simental-YES, Trout-Yes, Zuniga-YES

All in favor motion passes.

6. **CONSENT AGENDA-VOTING**

6.A. *BUSINESS SERVICES*

6.A.1. Approval of the Monthly Donations

6.A.1.a. Board Acceptance of the May 2024 Donations Report.

6.A.2. Approval of the Meeting Minutes

6.A.2.a. Approval of the May 28th 2024 Minutes

6.A.3. Approval of the Budget Amendments

6.A.3.a. Budget Amendments - May 2024

6.A.4. Recommendation to approve Memorandum of Understanding between Canutillo ISD and Education Service Center Region 19 for Migrant Education Program Shared Services Arrangement for the 2024-2024 School year

6.A.5. Approval of Memorandum of Understanding Between Canutillo ISD and the Council on Regional Economic Expansion and Educational Development (“CREEED”)

6.A.6. Annual Report of District Membership with Various Cooperative and Inter-local Programs That Support the Districts' Day to Day Purchasing Operations

6.A.7. Recommendation to Approve Interlocal Agreement Between Canutillo ISD and Carrizo Springs ISD

- 6.A.8. Recommendation to Approve Letter of Agreement between Canutillo ISD and Walden University, Richard W. Riley College of Education Human Science's Licensure Program
- 6.A.9. Approval of the Quarterly Investment Report for the Quarter Ended March 31, 2024
- 6.A.10. Approval of the Investment Resolution - Officer Designation, Training Sources, and Investment Sources and Review and Approval of the Investment Policy

6.B. *HUMAN RESOURCES*

- 6.B.1. Discussion and Recommendation to Approve TASB Localized Policy Update 123
- 6.B.2. Discussion and Possible Action Regarding Revision to 2023-2024 Canutillo ISD Temporary Employment, Non-Contractual Stipend and Supplemental Pay Schedule

Mrs. Trout motioned to approve consent agenda as presented by administration, second by Mrs. Mendoza

Borrego-YES, Mendoza-YES, Rodriguez-YES, Simental-YES, Trout-Yes, Zuniga-YES

All in favor motion passes.

7. **EXECUTIVE SESSION – 8:10 PM**

To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code:

7.A. Discussion Regarding Potential Sale of District Owned Real Property

8. **NEW BUSINESS (continued); OTHER**
Meeting resumed at 8:27PM

8.A. Discussion and Possible Action Regarding Potential Sale of District Owned Real Property

Mr. Blanco mentioned that the board received an update to sell in the near future. Board need to authorize Administration and CBRE Broker secure an appraisal on the land as discussed on closed session.

Motion to approve by Mrs. Trout, second by Mrs. Mendoza.

Borrego-YES, Mendoza-YES, Rodriguez-YES, Simental-YES, Trout-Yes, Zuniga-YES

All in favor motion passes.

9. **ADJOURNMENT**

Meeting Minutes
Regular Board Meeting
Tuesday, June 25, 2024 6:00 PM

Canutillo ISD Administration Office
7965 Arcraft
El Paso, TX 79932

The meeting was adjourned at **8:30 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **9-23-24**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

Executive Summary of Board Agenda Item

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

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

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

Staff Responsible: Cristina Pulley
Signature of Requester(s)
Cristina Pulley
Signature of Presenter(s)
Elizabeth B. Sida 09/6/2024
Business Services Approval (Initials) *Date*

Agenda Summary:

The Financial Services Department presents the following donations reported to Finance in August 2024.

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

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

AMOUNT(S): \$5,662.44

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:
N/A

CONSEQUENCES OF NON-APPROVAL:
N/A

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): August 2024 Donations Report



Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





FINANCIAL SERVICES
CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Executive Director for Financial Services

DATE: September 4, 2024

SUBJECT: Budget Amendments for August 2024

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

Administrative Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration

All Expenses

Fund Balance Amendment

BC -This amendment will provide funding for a staffing study as requested by Board to evaluate current personnel needs and identify efficiencies. This request will utilize Fund Balance and will negatively affect the Administrative Cost Ratio by increasing Function 41 General Administration.

Budget Account Number		Current Budget	Change	Amended Budget
199.00.3600.00.000.00	Fund Balance	\$ -	\$ (6,000)	
199.41.6299.00.726.99	Contracted Services	\$ 12,000	\$ 6,000	\$ 18,000

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

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

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

Board of Trustees

Meeting Date: 9/23-2024

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Elizabeth Sida

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



Amigo Auctioneers, LLC

Auction Agreement

The undersigned ("Owner") by this agreement, authorizes Amigo Auctioneers, LLC to sell at auction the personal property that will be consigned to him from time to time by the property owner or his agents.

1. Auctioneer will attempt to obtain the highest price possible for the owner's property. However the property will be sold to the highest bidder, without reserve, unless otherwise stipulated by the owner.
2. Owner shall pay Auctioneer, as a commission for conducting said sale, a sum equal to 25 % of the total sales.
3. If a buyers premium or administrative fee is added to any auction it will be retained by the Auctioneer.
4. Auction dates, Auction times, Auction locations & advertising is the responsibility of Amigo Auctioneers, LLC.
5. Owner warrants that the property to be sold is free and clear of all liens and encumbrances, that he is authorized to sell the property, and will indemnify and hold Amigo Auctioneers, LLC harmless from any liability from claims, demands, actions or causes of actions arising or to arise by reason of said auction.
6. Owner agrees to indemnify and hold Amigo Auctioneers, LLC harmless from and against any and all claims, actions, damages, losses, liabilities and expenses (including reasonable attorney's fees) relating to the breach or alleged breach of any of Owner's obligations, representations or warranties herein. Owner's representations, warranties and indemnity herein shall survive completion of any transactions contemplated by this agreement.
7. So long as Auctioneer has complied with paragraph 6 herein above and excepting any gross negligence or intentional conduct by Auctioneer, Auctioneer agrees that any buyer of property will execute a purchase agreement in substantially the same format as attached hereto as "Auction Registration". Auctioneer agrees and acknowledges that Owner provides no warranty of fitness or merchantability and all property is to be sold "As Is". Owner will accept no liability from or to a Buyer related to the Property sold herein.
8. Owner agrees that the property consigned to Amigo Auctioneers, LLC is not to be sold or otherwise disposed of other than by the auctioneer at a scheduled auction.
9. Auctioneer shall collect all monies at and after the auction and be responsible for collecting and remitting State Sales Tax. Auctioneer will remit to owner the net proceeds of the auction (less expenses & commission) within 10 banking days of the receipt of collected funds. In the event of non-payment by a buyer, Auctioneer may either cancel the sale and return the property to the owner or sell it at a later date. Auctioneer shall not, under any circumstances, be liable for any consequential damages to owner as a result of non-payment by a buyer.
10. The parties agree that any litigation or dispute concerning the enforcement of this agreement shall be brought in the State of Texas, the jurisdiction shall be in the County of El Paso, and that Texas law shall govern.

Jeff Grant Tx License 17407

Date 9/09/2024

Owner's Signature & Title

Date _____

Owners Company Name CACUTILLO ISD - FACILITIES

Company Address _____

PROPERTY TRANSFERRED			
FROM: CHILD NUTRITION			
TO: SURPLUS			
CISD BARCODE#	QUANTITY	DESCRIPTION	
1	70797	1	REACH-IN REFRIGERATOR

January 11, 2024

PROPERTY TRANSFERRED			
FROM: CHILD NUTRITION			
TO: SURPLUS			
CISD BARCODE#	QUANTITY	DESCRIPTION	
1	N/A	1	ICE MAKER/CHS

February 1, 2024

PROPERTY TRANSFERRED			
FROM: CHILD NUTRITION			
TO: SURPLUS			
CISD BARCODE#	QUANTITY	DESCRIPTION	
1	77280	1	ICE MAKER

February 6, 2024

PROPERTY TRANSFERRED			
FROM: CHILD NUTRITION			
TO: SURPLUS			
CISD BARCODE#	QUANTITY	DESCRIPTION	
1	74332	1	ICE MAKER

February 6, 2024

PROPERTY TRANSFERRED			
FROM: CHILD NUTRITION			
TO: SURPLUS			
CISD BARCODE#	QUANTITY	DESCRIPTION	
1	68963	1	ICE MACHINE
2	N/A	1	BLACK SALAD BAR
3	N/A	1	BLUE SALAD BAR

May 15, 2024

PROPERTY TRANSFERRED			
FROM: CHILD NUTRITION			
TO: SURPLUS			
CISD BARCODE#	QUANTITY	DESCRIPTION	
1	70409	1	4 BURNER STOVE

June 20, 2024

PROPERTY TRANSFERRED			
FROM: CHILD NUTRITION			
TO: SURPLUS			
CISD BARCODE#	QUANTITY	DESCRIPTION	
1	68955	1	COMBI OVEN

July 16, 2024

PROPERTY TRANSFERRED			
FROM: CHILD NUTRITION			
TO: SURPLUS			
CISD BARCODE#	QUANTITY	DESCRIPTION	
1	57399	1	LARGE BLACK SALAD BAR
2	N/A	1	LARGE BLACK SALAD BAR
3	15953	1	STEAMER
4	N/A	1	PROFFER
5	70411	1	TRULSEN REACH-IN COOLER
6	70412	1	HOBRT REACH-IN COOLER
7	67955	1	HEAT-IN CABINET
8	68081	1	REFRIGERATOR

February 28, 2024

9:17 AM

PROPERTY TRANSFERRED			
FROM: CHILD NUTRITION			
TO: SURPLUS			
CISD BARCODE#	QUANTITY	DESCRIPTION	
1	N/A	3	LARGE 8 GALLON POTS
2	N/A	1	MEDIUM 6 GALLON POTS
3	N/A	1	SMALL 4 GALLON POTS
4	N/A	1	EXTRA SMALL 2 GALLON POT
5	N/A	13	DIFFERENT SIZE LIDS
6	N/A	4	LARGE NON ELECTRIC WARMER
7	N/A	12	SMALL NON ELECTRIC WARMER
8	N/A	3	SMALL 2 GALLON WATER CONTAINER
9	N/A	2	LARGE 4 GALLON WATER CONTAINER
10	N/A	2	MEDIUM POTS
11	N/A	1	2 3/4 QUART PAN
12	N/A	3	4 1/2 QUART PAN
13	N/A	2	LARGE STAINLESS STEEL BOWLS
14	N/A	3	5 1/2 QUART PANS
15	N/A	2	7 QUART PANS
16	N/A	4	10 QUART PANS
17	N/A	2	MEDIUM STRAINERS
18	N/A	15	DIFFERENT SIZE CIRCLE LIDS
19	N/A	30	SMALL DEEP PANS
20	N/A	24	RECTANGLE DEEP PANS
21	N/A	6	SQUARE DEEP PANS
22	N/A	15	RECTANGLE PAN LIDS
23	N/A	30	SQUARE DEEP DISH PAN
24	N/A	7	SQUARE DEEP PANS
25	N/A	1,250	HARD PLASTIC PLATES
26	N/A	1	LARGE SAFE
26	N/A	1	LARGE BOWL CART
26	N/A	1	LARGE STAINLESS STEEL CART
26	N/A	2	SMALL STAINLESS STEEL CART
26	N/A	1	MEDIUM BOWL STRAINER
26	70596	1	MEAT SLIVER

February 29, 2024

2:14 PM

CISD Auction 2024

CANUTILLO DISTRICT

COMPUTERS	TECHNOLOGY EQUIPMENT SWITCHES
LCD MONITORS	TV's
LAPTOPS	Cloths Washers & Dryer
OVERHEAD PROJECTORS	Technology Switch Cabinets
STORAGE CARTS	
PRINTERS	
SCANNER DESKTOP	
TAPE RECORDERS	
DIGITAL CAMERA'S	
KEY BOARDS	
COMPUTER WIRING	
COMPACT DISKS - WRD	
TABLETS COMPUTER	
2-WAY RADIO'S	
SOUND BARS	
TELEPHONES	
CALCULATORS	
HEADPHONES	
CHAIRS	
PORTABLE STEREO	
VCR	
REFRIGERATOR	
MICROWAVES	
SMART SYSTEM AUDIO PA	
STUDENT DESK	
STUDENT CHAIRS	
SCIENCE DESK	
COMPUTER DESKS	
TEACHERS DESK	
FILES CABINETS	
ASSORTED PARTITONS	

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 9/23/2024

Subject/Title for Agenda Posting: Memorandum of Understanding between Canutillo ISD and Region 19 ED Service Center. Partnership of The Human Trafficking Youth Prevention Education (HTYPE)

Justification Statement: This MOU will provide evidence-based curriculum education, utilizing the Life Skills curriculum, at all Canutillo ISD campuses. The curriculum can be taught to students, parents, and staff.

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

Staff Responsible:




Signature of Requester(s)

Dr. Monica Reyes

Signature of Presenter(s)

8/16/2024

Elizabeth Sida



8/29/2024

Business Services Approval (Initials)

Date

Agenda Summary:

This memorandum of understanding outlines Canutillo ISD's and Region 19 Education Service Center's partnership of the Human Trafficking Youth Prevention Education (HTYPE) Demonstration Program. The program concentrates on prevention, identification, and intervention for students at risk of human trafficking.

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or 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.

RECOMMENDATION: Administration recommends the approval of the Memorandum of Understanding with Region 19 Ed Service Center.

PRIOR BOARD ACTION: No AWARDED: AWARDED AMOUNT: N/A

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

Memorandum of Understanding

REQUESTING DEPARTMENT: Student Support Services Department

CONSEQUENCES OF NON-APPROVAL: The loss of student learning on the prevention of human trafficking. Students will not be equipped to recognize the tactics, seek assistance, and develop resilience against human trafficking and related forms of violence.

IMPLEMENTATION TIMELINE: School Year 2024-2025,2025-2026,2026-2027,2027-2028

ATTACHMENT(S): MOU document



Memorandum of Understanding

Effective July 10, 2024 through July 31, 2028, an Agreement is hereby established between Canutillo Independent School District and Education Service Center 19. The Region 19 Education Service Center has received a \$500,000 federal grant from the U.S. Department of Health and Human Services' Administration for Children and Families as part of the Human Trafficking Youth Prevention Education (HTYPE) Demonstration Program. Canutillo ISD is one of the districts designated to be served through this grant, and a commitment letter was previously signed.

Program Objective: The Region 19 Education Service Center will collaborate with 3Strands Global Foundation, a nonprofit organization specializing in human trafficking, to concentrate on prevention, identification, and intervention for students at risk of human trafficking. This will be achieved through skills-based curricula and facilitating referrals to supportive services. Students will be equipped to recognize and react to recruitment tactics, seek assistance, and develop resilience against human trafficking and related forms of violence. Additionally, schools will establish protocols for managing suspected and confirmed cases of trafficking in collaboration with local law enforcement and child welfare services.

I. Canutillo Independent School District agrees to:

1. Adherence to the grant timeline as specified at the grant's initiation.
2. Provision of all required documentation and data essential for the grant.
3. Appointment of one designated individual to supervise the program.
4. Provision of Train-the-Trainer (TOT) information.
5. Allocation of time within the school year for TOT training, staff training, and curriculum rollout.

II. Region 19 Education Service Center agrees to:

- a. Follow all Program Guidelines for the Human Trafficking Prevention Education (HTYPE) Grant.
- b. Provide ongoing program implementation guidance throughout the year.
- c. Conduct Train-the-Trainer (TOT) sessions within the district, either in person or online, tailored to district needs.
- d. Offer support with program implementation to ensure smooth execution.
- e. Collect relevant data to monitor program effectiveness and outcomes.
- f. Assist in the development of the Human Trafficking Student Support Protocol (HTSSP) as required.

The participating parties agree to the items outlined above for the grant period from July 10, 2024, through July 31, 2028.

As indicated by our signature, I have read and agree to the terms and conditions outlined above.

Authorized Signatures

_____	_____
Dr. Pedro Galaviz, Superintendent	Date
Canutillo ISD	
_____	_____
Region 19 Education Service Center	Date

Board of Trustees

Meeting Date: 9/23/2024

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Elizabeth Sida
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED: **6/19/2023** AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



**Interlocal Agreement
Between
The University of Texas at Austin
and
Canutillo ISD**

FOR THE 2024-2025 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2024, is entered on the Effective Date by and between Contracting Parties on pursuant to the authority granted in and in compliance with Chapter 791 of the Texas Government Code.

Contracting Parties:

Receiving Party: Canutillo ISD (“CISD”)
6701 S Desert Blvd
El Paso, TX 79932

Performing Party: The University of Texas at Austin (“UT Austin”)
OnRamps
2616 Wichita St, Ste 101
Austin, TX 78712

WHEREAS, UT Austin and CISD are collaborating to offer high school students the opportunity to enroll in college courses while attending high school and simultaneously receive academic credits from UT Austin and their CISD high school(s).

WHEREAS, students will be able to participate in dual enrollment, distance education courses called OnRamps.

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

1. Interlocal

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

2. Nature of OnRamps

UT Austin and CISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from CISD and college credits from UT Austin through a distance education college course.

CISD and UT Austin will share the responsibility to implement OnRamps. By entering into this Agreement for the delivery of distance college courses, CISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at CISD.

3. Fees and Payments

Enrollment Fees:

The cost of the OnRamps course materials, technical support and course implementation support outlined in this Agreement for CISD will be defined on a per-student, per-course basis. The maximum 2024-2025 fee is \$56.87 per credit hour, or \$170.61 for each three-hour course, per student.

CISD is paying a subsidized rate. Subject to available funding, during the 2024-2025 school year, the fee of \$170.61 per three-hour course per student is subsidized to \$149. Enrollment cost subsidies are paid for by OnRamps and applicable state appropriations. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.

UT Austin may opt into the Financial Aid for Swift Transfer program annually which allows eligible students to enroll in OnRamps courses at no cost. UT Austin will determine opt in status annually in accordance with rules stated by Texas Higher Education Coordinating Board.

The OnRamps enrollment fee is assessed for each student registered in each OnRamps course on the enrollment census date which will be determined and communicated on or before June 1, 2024, including FAST opt-in status. The course fee includes access to course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student does not earn college credit in the course.

Professional Learning and Development (PLD) Fee:

The cost of OnRamps professional learning and development will be assessed on a per-teacher basis according to the fee schedule in Exhibit C. This fee includes professional learning and development services, course materials, technology tools, and technical assistance required for implementation during the entire term of this agreement, including Summer Professional Learning Institute (PLI), academic year PLIs, virtual conferences, virtual learning modules, virtual communities of practice, professional development assignments, and access to individual virtual coaching. If CISD or the CISD high school teacher joins after the conclusion of Summer PLI, the total fee is still required based upon the status of the teacher at student census.

The Professional Learning Development fee does not include lodging, transportation, or teacher substitute cost. If a PLI is held in person, a lodging fee may be charged in addition to the PLD fee.

CISD is responsible for paying within 30 days of receipt of any undisputed invoice.

All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

The University of Texas at Austin
OnRamps
2616 Wichita St, Ste 101
Mail Code: A7300
Austin, TX 78712

4. Scope of Work and Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared by CISD and OnRamps. CISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

4.1 Responsibilities of OnRamps

Enrollment and Records

- A. Provide an online registration process for high school students to enroll in OnRamps courses (as listed in Exhibit A fully incorporated by this reference) through the OnRamps student information system (OnRamps Portal).
- B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administration, implementation, and improvement, including official reporting to UT Austin and CISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades on UT Austin transcripts for students who earn and accept college credit for the distance college course.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.

Curriculum and Instruction

- E. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume oversight of distance college courses.
- F. Deliver instructional materials via distance education. All college course-related materials will be available to the student through unique login in Canvas Learning Management System (Canvas LMS).

- G. Administer OnRamps distance college courses via a dual enrollment model. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans. All OnRamps students register for semester- or year-long courses.
 - a. Semester-long and year-long course college enrollment information
 - i. Students must complete a series of required assignments and summative assessments as published in the college syllabus that are designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to earn college credit.
 - ii. Students must earn a passing grade (D- or above) on the designated portion of the course determined by the UT Austin Instructor of Record to earn college credit in the OnRamps distance college course.
 - iii. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - iv. College credits earned and accepted by students are reported to the University Registrar for official transcription.
 - v. Students who accept college credit will have an official UT Austin transcript showing the letter grade earned in the course.
- H. Provide technology and support services necessary for teaching and learning in OnRamps:
 - a. Maintain servers operated by or hosted on OnRamps's web-based Canvas LMS.
 - b. Provide access and training on the Canvas LMS for every OnRamps student to access course content and instructional experiences.
 - c. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum when that support is not provided through Canvas LMS.
 - d. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments in Rhetoric 306 and Rhetoric 309J.
 - e. Provide a student orientation module in Canvas LMS for all OnRamps courses that details OnRamps enrollment, student academic integrity, and FERPA rights.
 - f. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, credit status, and official transcript requests.
 - g. Provide information on procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

Professional Development and Support

- I. Deliver professional learning to CISD teachers who implement the OnRamps course. Teachers implementing an OnRamps course are required to participate in and complete all OnRamps professional learning and development program components.

- a. 2024 Summer PLI will be delivered by OnRamps using distance education and virtual learning technologies. Summer PLI is required for all OnRamps high school teachers.
- b. Academic year PLIs will consist of two one-day PLIs for new and returning participating teachers delivered virtually during the fall and spring semesters. OnRamps may also provide optional in-person PLI sessions at pre-determined regional sites. CISD teachers are required to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
- c. Virtual conferences for implementing CISD new and returning teachers held up to eight times per year.
- d. CISD teacher participants will be credited with continuing professional education hours for the hours of documented attendance.
- J. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to CISD and its administration and high school counselors.
- K. Deliver in-person or virtual presentations and/or workshops to CISD staff and community members regarding the OnRamps program overview, implementation, and strategies for success based on advance scheduling and availability of OnRamps staff.
- L. OnRamps will hire and assign a qualified course coordinator for each course offered. The coordinator will serve as the content expert and point of contact and support for the high school teacher.
- M. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
- N. Provide virtual coaching access to each OnRamps high school teacher to support course implementation and enhance their professional practice.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as CISD high school teachers and administrators. OnRamps will provide updates through regularly identified reporting schedules to the identified CISD Main Contact and, as needed, regarding the status of OnRamps course and professional learning and development implementation, based on regular review of data, including communication with the OnRamps CISD high school teacher(s) and student performance and engagement data.
 - a. OnRamps staff will inform CISD administration of any serious concerns regarding CISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If CISD implementation of the OnRamps course is deemed unsatisfactory, OnRamps reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.
 - b. A CISD high school teacher deemed by OnRamps to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with OnRamps expectations and be provided individual coaching and support as available through the course staff, OnRamps

PLIs, a virtual community of practice, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement in OnRamps' sole discretion, OnRamps will notify CISD, who will use its best efforts to identify an alternate high school teacher, and CISD will work with OnRamps to continue implementation of the course with the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.

- c. Should OnRamps deem an OnRamps CISD high school teacher as not compatible with or not in the best interest of the OnRamps in OnRamps' sole discretion, OnRamps will notify CISD who will work with OnRamps to continue the course through an alternate teacher.
- d. Any person performing Services under this Agreement on behalf of OnRamps must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of OnRamps must inform the CISD district contact.

Extended Student Absences [subject to CISD policies]

- P. In a case where a student is removed from their home campus and assigned to an alternative campus the CISD point of contact, campus principal and/or the high school teacher of the campus must notify the OnRamps Associate Director for Partnerships or the OnRamps help desk known as "OnRamps Support". Information needs to include the length of the placement to determine if the student will continue in the enrolled OnRamps course. If the alternative placement is longer than seven (7) school days, then the following is required:
- a. The administrator, OnRamps CISD high school teacher, and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
 - i. If this occurs prior to the identified course census date, then the CISD will not be invoiced for this student.
 - ii. If the student is enrolled in a year-long OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule. If the student is enrolled in Economics, History, or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking Economics, History, or Rhetoric in the fall, the student will have the opportunity to enroll in Economics, History or Rhetoric in the spring, if the student returns to the home campus in time for registration at the beginning of spring instruction.

- Q. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the CISD point of contact, campus principal and/or the high school instructor must notify the OnRamps Associate Director of Partnerships or OnRamps Support immediately to determine if eligibility for enrollment may continue, which decision will be made by OnRamps on its sole discretion.

4.2 Responsibilities of CISD [subject to CISD policies and applicable law]

- A. Implement one or more OnRamps courses.
- a. Assign a(n) CISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for CISD administration with OnRamps staff.
 - i. This CISD contact will provide up-to-date contact information for CISD and its campus administration. In the event there is a change in administration at CISD or at its campuses, the CISD contact will update the OnRamps Portal.
 - b. OnRamps syllabi and course content may not be used to satisfy the requirements for third party evaluation, including AP curriculum.
 - c. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing the Rhetoric of American Identities, the UT Austin Department of Rhetoric and Writing:
 - i. Prohibits the OnRamps courses from being offered as an AP English course.
 - ii. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternatively, a teacher may have 60 students distributed in three (3) or more sections. With approval, the cap of 60 students may be exceeded in exceptional circumstances at OnRamps' sole discretion.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), consistent with CISD policies.
- a. Minimum requirements for all OnRamps CISD high school teachers include:
 - i. Bachelor's degree in the discipline or a related field.
 - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
 - iii. Completed annual OnRamps teacher application.
 - iv. Obtain a UT EID in order to access Canvas LMS, the OnRamps Portal, and other systems required for implementation of OnRamps. OnRamps will provide the designated OnRamps teacher privileged access to student information and other systems through the UT EID. OnRamps may suspend, terminate, or revoke OnRamps teacher access to its systems through the EID affiliation at OnRamps sole discretion. The EID affiliation with OnRamps will be revoked if this agreement is terminated or if an OnRamps CISD high school teacher can no longer complete the course.
 - v. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of FERPA training module provided by OnRamps. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. CISD high school teachers approved on a conditional basis

may be required to complete additional tasks. Any high school teacher who does not complete the required self-directed or Summer PLI tasks may not be eligible to implement an OnRamps course. The decision to admit or deny such teacher and any accompanying conditions will be determined by the Associate Director of Instructional Innovation and Implementation and Managing Director at their discretion.

- vi. Attendance and successful completion of Summer PLI, all required academic year PLIs, monthly virtual conferences or virtual learning modules, and professional development assignments.
 - 1. OnRamps CISD high school teachers must participate in the entire Summer PLI and complete all assigned work including pre-, during, and post-PLI.
 - 2. CISD teachers are required to participate in and fully complete both academic year PLIs in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI will provide up to eight hours of continuing professional education hours.
 - 3. Completion of the minimum requirements and number of virtual coaching uploads over the course of the academic year as described in the Instructor Handbook is required.
- vii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
- viii. Adhere to guidelines regarding OnRamps course content intellectual property. CISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
- ix. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS or designated platforms as specified in the OnRamps Technology Manual.
- b. Additional requirements for OnRamps returning CISD teachers include:
 - i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.
- C. Ensure OnRamps CISD high school teachers and students have the necessary resources to implement OnRamps with fidelity, including, but not limited to:
 - a. Access to the OnRamps Portal and Canvas LMS. Participating CISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
 - b. Access to computer, internet, and URLs in approved allow lists, as specified by OnRamps, and adhere to requirements outlined in the most recent OnRamps Technology Manual.
 - c. Scheduled access to technology that meets the specifications defined by OnRamps for each course. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).

- d. Graphing calculators or graphing calculator functions as specified in the most recent OnRamps Technology Manual.
 - e. Audio/visual projection and/or whiteboard.
 - f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
 - g. Required lab materials for BIO 106M, CH 104M, CH 104N, GEO302E, and PHY 102M.
 - h. The Biology and Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps CISD high school teachers implement OnRamps with fidelity, including the following requirements:
- a. Adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
 - b. Ensure students complete the OnRamps registration process and student orientation, including creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.
 - c. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
 - d. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
 - e. Participate in professional learning and development activities, including Summer PLI, academic year PLIs, video conferences, virtual learning modules, virtual communities of practices and uploads of classroom video, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the academic year PLIs, CISD agrees to pay the cost of substitute teachers for the days the teacher will attend the academic year PLIs.
 - f. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
 - g. Notify OnRamps of CISD high school teacher absences that exceed four or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.
- E. Ensure students register for OnRamps courses to meet OnRamps requirements, including:
- a. Recruit and approve students to participate in OnRamps courses.
 - b. Ensure students enrolled in OnRamps meet the minimum academic requirements for each course as shown in Exhibit A.
 - c. Ensure students complete the OnRamps registration process and student orientation, which includes creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.

- i. When a student enrolls in an OnRamps course past the census date, OnRamps will determine whether the student may enroll for the possibility of earning college credit based on the district's start date and a course-specific event-based deadline. If OnRamps determines that the student will be enrolled for high school credit only, the student will have access to course technology, but the student's enrollment will not be included in invoicing or reporting, and the student's enrollment will be indicated as High School Only in the OnRamps Portal.
 - d. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
- F. Ensure accuracy of OnRamps student information, including:
 - a. Ensure student rosters accurately reflect students enrolled in OnRamps courses on the OnRamps census dates in fall and spring.
 - b. Submit student state IDs in accordance with communicated timeline.
 - c. Submit high school grades in accordance with the data sharing agreement schedule.
- G. Any person performing Services under this Agreement on behalf of CISD must be actively employed or eligible for employment by CISD and may not be on administrative leave. CISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If CISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the district contact, who oversees the OnRamps program, must inform OnRamps within 24 business hours.

5. Summer PLI Teacher Registration and Attendance

- A. CISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of the selected synchronous Summer PLI session. Late registration will be accommodated at the discretion of the Associate Director of Instructional Innovation and Implementation or Managing Director.
- B. New OnRamps CISD high school teachers must complete all components of Summer PLI including prerequisite self-directed modules, synchronous sessions, and compliance modules. New OnRamps high school teachers are defined as those who are implementing an OnRamps course for the first time or for the first time after more than one year of absence.
 - a. The CISD teacher assigned to the course **must** successfully complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
- C. Cancellation policy:

- a. All high school teachers must cancel their registration in writing at least one week prior to any in-person PLI or will pay 100% of fees for room/board and meals for which those charges apply, if applicable. CISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting and will pay such invoices within thirty (30) days.
 - b. If a high school teacher registers for Summer PLI and is unable to attend, the teacher must communicate this change to the OnRamps Professional Learning and Development team via OnRamps Support in writing at least one week prior to the start of Summer PLI. The district contact may coordinate with OnRamps to identify an appropriate replacement. Fees will be assessed based on teachers who complete Summer PLI.
 - c. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps CISD high school teachers who miss more than 20% of Summer PLI, regardless of the reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated by OnRamps on a case-by-case basis.
- D. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, CISD will be:
- a. Charged the full fee based on whether they are new or returning, for Summer PLI.
 - b. All materials provided to CISD for the course must be returned to OnRamps within 30 days.

6. Educational Records and Data Sharing

- A. CISD and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of OnRamps consistent with FERPA, as well as applicable UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide OnRamps and related services to CISD and for CISD's accountability reporting purposes, OnRamps requires specific student information from CISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support OnRamps.
- B. Following UT Austin's Institutional Review Board standards and policy, as applicable, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with OnRamps for the purpose of understanding outcomes and OnRamps improvements.
- C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and CISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to verify student accommodations under IDEA and/or Section 504; 3) to facilitate early intervention and support student success; 4) pertaining to whether college credit is earned, accepted, and/or declined; 5) to facilitate accurate recordkeeping; and 6) to address academic integrity issues. If either party obtains access to CISD and/or UT

Austin records or record systems protected under FERPA, each party agrees to adhere to the provisions of FERPA. While in possession of FERPA records and data, only persons authorized to access the student data related to OnRamps will be granted access consistent with FERPA.

7. Governmental Function, Immunity, Record Protection, and Criminal History

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Interlocal Cooperation Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity or similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on CISD or UT Austin not otherwise permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government Code 552.001 et seq.).

8. Indemnity

The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

9. Term and Termination

This Agreement is effective on June 1, 2024, no matter the date fully executed by both Parties and covers a period beginning June 1, 2024 and ending August 31, 2025. This Agreement cannot be renewed or extended.

Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. CISD agrees any amounts owed for Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

10. Ownership of Intellectual Property

UT Austin and OnRamps shall solely own all intellectual property rights in or relating to OnRamps, including all written materials, study guides, course materials, syllabi, and assessments prepared under OnRamps (“Materials”). Intellectual property rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, or works of authorship fixed in a medium of expression of any kind whether or not patentable, copyrightable, or eligible for registration as a trademark, as well as applications for any such rights. There are no implied licenses; CISD agrees and understands that it may not copy, modify, share, distribute, or display any Materials without the prior written permission of UT Austin and OnRamps.

11. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

12. Notice to Parties

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given 1) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or 2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

CISD at:

Canutillo ISD
6701 S Desert Blvd
6701 S Desert Blvd, TX 79932

UT Austin at:

Senior Vice President and Chief Financial Officer
101 Inner Campus Dr, Ste 102
Austin, TX 78712

With a copy to:

OnRamps
2616 Wichita St, Ste 101
Mail Code: A7300
Austin, TX 78712
Email: sp.contracts@austin.utexas.edu

or such other address as later provided by a party through written notice to the other party.

13. Venue; Governing Law

This Agreement, all of its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

14. Mutual Negotiation

This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

15. Amendment and Assignment

Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

16. Entire Agreement; Modifications

This Agreement supersedes all prior agreements, written or oral, between Performing Party and Receiving Party and will constitute the entire agreement and understanding between the parties with respect to its subject matter. This Agreement and each of its provisions will be binding on the parties, and may not be waived, modified, amended or altered, except by a writing signed by Receiving Party and Performing Party.

17. State Auditor's Office

Contracting Parties understand acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (Auditor), to conduct an audit or investigation in connection with those funds (ref. Sections 51.9335(c), 73.115(c) and 74.008(c), Education Code). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

18. Severability

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

19. Survival

A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

20. Cybersecurity Training Program

During the term and any renewal of this Agreement, each party shall comply with Texas Government Code Chapter 2054 concerning cybersecurity for state agencies and local government, and to the extent applicable verify compliance to the other party.

21. Access by Individuals with Disabilities

Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either 1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or 2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party’s third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

22. Payment of Debt or Delinquency to the State

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

23. Signatory Representations

Receiving Party represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Receiving Party has been duly authorized to act for and bind Receiving Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party
Canutillo ISD

Performing Party
The University of Texas at Austin

Signature: _____

Signature: _____

Name: Dr. Pedro Galaviz

Name: _____

Title: Superintendent

Title: _____

Date: 9/23/2024

Date: _____

Exhibit A
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundations of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introductory Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 106M	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Computer Science: Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Introduction to Economics	ECO 304K	ECON 2302	080	-	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: Preparation for Calculus	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing the Rhetoric of American Identities	RHE 309J	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Introduction to Quantum Technologies	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT
BY AND BETWEEN
Canutillo ISD
AND
ONRAMPS
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, Canutillo ISD agrees to provide individual student-level data to OnRamps at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. CISD hereby appoints OnRamps as a legitimate educational official of CISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, OnRamps hereby appoints CISD as a legitimate educational official of OnRamps in accordance with FERPA. OnRamps agrees to provide individual student-level data to CISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2025 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

CISD Designee for Student Data and OnRamps will coordinate data exchange for all OnRamps participants for the 2024-2025 academic year, as follows:

Responsible Party	Time Period	Type of Data
OnRamps	August 2024 – July 2025	<p>Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the district portal will be limited to pre-identified campus and CISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> • Course enrollments • Interim Course Performance • Final letter grade • Credit decision (credit accepted or declined) • University transcript grade

		<ul style="list-style-type: none"> • Student qualifying status for OnRamps reduced course enrollment fee • Student qualifying status for accommodations under IDEA or Section 504 • Student orientation completion status
CISD	September 2024 – May 2025	<p>In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs.</p> <p>CISD will provide Student State IDs for all enrolled students.</p> <p>Based on the Student State IDs, the Texas Education Agency (TEA) identifies students who are eligible for a) free or reduced-price meals or b) other economic disadvantage criteria based on PEIMS data (codes 01, 02, or 99). OnRamps then applies the reduced enrollment fee to these students' enrollments.</p> <ul style="list-style-type: none"> • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)
CISD	May 2025 – July 2025	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

All data will be exchanged using secure systems and in an encrypted, password protected electronic format by CISD and OnRamps.

OnRamps endeavors that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. OnRamps further endeavors that the data elements will not be released to a third party without written parental or student (as applicable) consent.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other UT Austin program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure area and to prevent unauthorized access.

UT Austin will return to CISD and/or destroy all personally identifiable data when the study is complete.

3. Information shared with TEA

- Rosters of individual students, including student state ID, for all students enrolled in an OnRamps course at fall or spring census to determine student eligibility for reduced course fee, AND
- Rosters of individual students, including student state ID, for students who complete an OnRamps course for the purpose of calculating state accountability and other required state performance reporting and metrics.

4. Information shared with THECB

- Rosters of individual students, including student state ID, for all students enrolled in an OnRamps course at fall or spring census to determine student eligibility for Financial Aid for Swift Transfer (FAST).

Exhibit C
OnRamps Teacher Professional Learning and Development Fee Schedule

Pursuant to Section 3.0, the following per-teacher fee will be assessed at the conclusion of Summer PLI. A professional learning and development fee will be assessed for teachers who are implementing one or more OnRamps courses at the time of student census but did not attend Summer PLI and for whom no prior fee was assessed. Individual situations not described below will be evaluated on a case-by-case basis.

OnRamps teachers may only implement a maximum of two 3-hour courses.

OnRamps teacher professional learning and development fees will be evaluated on an annual basis.

Instructor Status	Year Instructor First Implemented OnRamps Course(s)	Number of Courses Implemented in AY 2024-2025	PLI Fee Assessed for Instructor
New Instructor	2024-2025	One	\$850
Returning Instructor	2023-2024 or prior with no gap years	One	\$550
New Instructor for one course; Returning Instructor for one course	One course in 2024-2025; One course in 2023-2024 or prior with no gap years	Two	\$850
Returning Instructor for two courses	Two courses in 2023-2024 or prior with no gap years	Two	\$550

Board of Trustees

Meeting Date: 9/23/2024

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to Award Request for Proposal (RFP) #2025-15 Serving Line Renovation at Canutillo High School National Restaurant Supply in the amount of \$305,561.88

Justification Statement: Serving lines are the backbone of cafeteria equipment and serving line inefficiencies often lead to a substantial reduction of participation in school meal programs and increase food safety risks due to aging equipment and inefficiencies to maintain temperature control. The goal for renovating serving line equipment is to increase participation and decrease student waiting time through the use high efficiency hot/cold/freeze serving lines and vertical serving and minimize food safety risks.

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

Staff Responsible: Marco Macias
Signature of Requester(s)
Signature of Presenter(s)
Elizabeth Sida *Elizabeth Sida* 9/6/2024
Business Services Approval (Initials) *Date*

Agenda Summary:

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place. The Child Nutrition Department submitted a request for proposal to renovate the serving lines at Canutillo High School. This project will involve the replacement of the serving line for modern hot/cold/freeze adaptable serving lines in order to decrease serving time and increase student participation. In addition, the new food displays will provide with a better presentation of the food options and therefore increase student participation. Purchasing issued Request for Proposal RFP #2025-15 Serving Line Renovation at Canutillo High School and of the one hundred and seventeen (117) invitations that were sent to vendors, one (1) response was received. An evaluation committee met to review the vendor's responses, and National Restaurant Supply was selected because this vendor met the specifications and requirements written in the RFP and is offering the best value to the district.

RECOMMENDATION: Administration recommends that RFP #2025-15 Serving Line Renovation at Canutillo High School be awarded to National Restaurant Supply in the amount of \$305,561.88

PRIOR BOARD ACTION: No AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$305,561.88

ACCOUNT NO(S): 101.35.6639.00.909.99

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

REQUESTING DEPARTMENT:
Child Nutrition

CONSEQUENCES OF NON-APPROVAL:
The department might lose the funds already designated and approved by the Texas Department of Agriculture for this particular project

IMPLEMENTATION TIMELINE:
To be performed during winter break

ATTACHMENT(S): ✓ Bid Summary, Evaluator's Average Score



Event Number	2025-15 Addendum 1	Organization	Canutillo Independent School District
Event Title	Serving Line Renovation at Canutillo High School	Workgroup	Purchasing
Event Description	Canutillo ISD serves a population of approximately 6,042 students and has ten campuses; one High School, one Early College High School, two middle schools, and six elementary schools. There are also three other district service centers. Canutillo ISD Child Nutrition Department is seeking proposals from qualified vendors for the renovation Canutillo High Schools serving line. The Child Nutrition Department will allow scheduled visits to the campus to obtain measurements and any additional information required for preparation of proposals.	Event Owner	Elizabeth Sida
Event Type	RFP	Email	esida@canutillo-isd.org
Issue Date	8/16/2024 04:06:33 PM (MT)	Phone	(915) 877-7426
Close Date	9/5/2024 03:00:00 PM (MT)		

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
National Restaurant Supply	El Paso	TX	9/5/2024 07:40:28 AM (MT)	6	\$305,561.88

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

RFP Summary: Request for Proposal was issued at the request of the Child Nutrition Department to obtain proposals to renovate the serving line at Canutillo High School. The RFP was issued to 117 suppliers who are registered in the districts e-bid system, for the commodities linked to this RFP, and only one (1) vendor responded.

A walk-through was scheduled on August 27, 2024. Walk-thru started at Canutillo Middle School for vendors to view the renovations done at that cafeteria in order to get a visual understanding of the renovations to be done at the High School, to modernize that area. Only two (2) vendors attended.

This RFP closed on Thursday, September 5, 2024 and was evaluated, Friday, September 6, by Marco Macias, Child Nutrition Director and Lino Sanchez, Assistant Director. Elizabeth Sida, Purchasing Agent served as facilitator. It is recommended that the Board approve the award of this RFP to National Restaurant Supply, who's proposal meets all the requirements of the RFP.

Event Number 2025-15 Addendum 1
Event Title Serving Line Renovation at Canutillo High School
Event Type RFP
Issue Date 8/16/2024 04:06:33 PM (MT)
Close Date 9/5/2024 03:00:00 PM (MT)

1 Serving Line Units – Hot/Cold/Freeze with Five Food Wells									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
National Restaurant Supply	1	LOT		\$171,237.35	\$171,237.35				

2 Serving Line Units – Hot/Cold/Freeze with Two Food Wells									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
National Restaurant Supply	1	LOT		\$62,520.12	\$62,520.12				

3 Contemporary Food Shield for All Serving Lines									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
National Restaurant Supply	1	LOT				INCLUDED IN THE BID PRICES FOR ITEM #1			

4 ADDENDUM 1 - Additional Equipment added									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
National Restaurant Supply	2	EA		\$16,089.14	\$32,178.28	PLEASE NOTE: NO CASTERS AVAILABLE ON			

5 ADDENDUM 1 - Additional Equipment Added									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
National Restaurant Supply	1	EA		\$6,311.56	\$6,311.56		Hatco	GR25DS-54I	

6 ADDENDUM 1 - Additional Equipment Added									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
National Restaurant Supply	1	EA		\$16,089.14	\$16,089.14	Please note: unit is not a countertop unit. it			

7 Delivery and Installation:									
Supplier	QTY	UOM	Estimated	Unit Price	Extended	Supplier Notes	Manufacturer	Manufacturer #	
National Restaurant Supply	1	LOT		\$17,225.43	\$17,225.43				

Total Price	\$305,561.88
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**CANUTILLO INDEPENDENT SCHOOL DISTRICT
REQUEST FOR PROPOSAL (RFP) #2025-15 Serving Line Renovation at Canutillo High School**

AVERAGE SCORES	National Restaurant Supply
Vendors Principal Place of Business	El Paso, Texas
1 The Purchase Price	35
Total Points - 35	
2 The reputation of the vendor and the vendor's goods and services	9
Total Points - 10	
3 The Quality of the vendor's goods and services	9.5
Total Points - 10	
4 The extent to which the vendors goods and service meet the districts needs	13
Total Points - 15	
5 The vendor's past relationship with the district	5
Total Points - 5	
6 The impact on the ability of the district to comply with laws and rules related to historically utilized businesses	0
Total Points - 0	
7 The total long-term cost to the district to acquire the vendor's goods and services	9.5
Total Points - 10	
8 For a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor's ultimate parent company or majority owner - (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state	0
Total Points - 0	
9 Any other relevant factors specifically listed in the request for bids or proposals	14
Total Points - 15	
TOTAL POSSIBLE SCORE = 100	95

Board of Trustees

Meeting Date: 9/23/2024

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of contract between Canutillo ISD and JSJD Media, LLC, dba School Revenue Partners for ad revenue profit share agreement for advertising placed on the District's website (www.canutillo-isd.org).

Justification Statement: The no-cost contract will allow the District to create revenue by placing school-district appropriate advertising on the Canutillo ISD web page.

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

Staff Responsible: Gustavo Reveles
Signature of Requester(s)
Elizabeth Sida
Signature of Presenter(s)
Elizabeth Sida *Elizabeth Sida* 9/9/2024
Business Services Approval (Initials) *Date*

Agenda Summary:

The Canutillo ISD Public Information Office seeks to enter into an agreement with School Revenue Partners (SRP) through a no-cost contract that allows SRP to procure and sell ads to be placed on the District's website. The District would be responsible for placing the ads digitally on the website for the prescribed time frame. As a result, Canutillo ISD would receive 40% of the revenue for each ad. The revenue created under the contract would be used toward the cost of operating the Canutillo ISD website and call-out systems.

RECOMMENDATION: Approve contract between Canutillo ISD and JSJD Media, LLC, dba School Revenue Partners for ad revenue profit share agreement for advertising placed on the District's website (www.canutillo-isd.org).

PRIOR BOARD ACTION: None AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$0

ACCOUNT NO(S): n/a

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

REQUESTING DEPARTMENT:
Public Information Office

CONSEQUENCES OF NON-APPROVAL:
The District takes on the full cost of operating the website and callout services out of the general fund without relief from ad revenue.

IMPLEMENTATION TIMELINE:
Contract will begin immediately after board approval and have a term of 12 months.

ATTACHMENT(S): ROYALTY AGREEMENT CONTRACT

ROYALTY AGREEMENT CONTRACT

THIS AGREEMENT the “Agreement”) made and entered into the day and year indicated on the last page hereof by and between JSJD Media, LLC, *dba* School Revenue Partners (“Publisher”) and Canutillo Independent School District (“School District”) on the following terms and conditions:

Publisher is providing the School District’s Advertising Program (“DAP”) for the www.canutilloisd.org/ website (“WEB”), as assemblage of industry specific business oriented text, graphics, applications and content incorporated into the website. All content obtained from the School District will be in proper electronic or other mutually agreed upon format. Publisher and the School District agree that the terms and conditions set forth below shall govern the relationship between them relating to the DAP.

NOW, THEREFORE, in consideration of the foregoing and respective covenants and agreements hereinafter contained, the parties hereto hereby agree as follows:

For purposes of this Agreement and unless otherwise defined herein, the following terms will have the indicated meanings:

- a. “Annual Publishing Cycle” means the 12-month period from September 15th of each year through September 14th of the following calendar year.
- b. “Commencement Date” means September 15th, 2024

WITNESETH

1. Publisher’s Responsibilities. Publisher shall be responsible for all aspects of the design and creation of advertisements sold for DAP. Publisher shall design and implement presentations for attractive communication of sponsor messages and graphics. Publisher shall design and coordinate the sponsor sales effort, including pricing and all sponsor opportunities. Publisher shall determine the date of campaign launch to the sponsors. Publisher shall coordinate with sponsors on the receipt of graphic, and text elements. Publisher shall provide DAP for WEB when new content is received from sponsors. Publisher shall provide ongoing support of the DAP throughout the term of the Agreement. Further, the Publisher shall bill and collect sponsor payments. The School District shall have the right, with reasonable notice, to review Publisher’s accounting records for the DAP in Publisher’s offices.

2. The School District’s Responsibilities. The School District determines the location and size specifications for DAP on WEB. The School District has sole approval over which DAP can be used at any given time on WEB. Publisher will immediately remove any DAP from WEB that the School District does not want to run for any reason whatsoever. The School District shall announce the Publisher’s DAP programs to the School District’s constituents and members. The School District shall provide distribution of DAP with WEB in a mutually agreed upon format.

3. Payments. Publisher hereby agrees to pay to School District 40% royalty for distribution of DAP within WEB to the School District. Royalty payments shall be based upon collected revenue, net of any applicable taxes, collection and credit card fees (“Revenue”) and are payable within fifteen (15) business days after the end of each quarter. Publisher will take any chargebacks out of the next quarter’s payment. For example, if a client buys advertising in Q3 and cancels in Q4 before any advertising has been ran in the WEB, the Publisher shall deduct that amount out of Q4’s royalty payment, which is paid on January 15th.

4. Term of Agreement. The initial term of Agreement shall commence on the Commencement Date. Unless terminated earlier under Section 13 (“Termination”), this Agreement shall continue in full force and effect for one (1) years from the Commencement Date. This Agreement will be automatically renewed for additional one-year period unless at least sixty (60) days in advance written notice of non-renewal is given by either party.

Commented [SB1]: The wrong section was identified.

5. Licenses. During the term of this Agreement, the School District hereby licenses to Publisher for use as an integrated part of the DAP on a non-exclusive basis all data, databases, graphics, templates, software programs (including JAVA applets) and other material that it contributes to the development or operation of advertising pursuant to this Agreement, which license includes the right to modify, publish and copy, to have modified, published and copied, such materials for purposes of developing, hosting, maintaining and the electronic advertising for internet access and use, and notwithstanding termination of this Agreement, for copying and distributing the advertising as an example of Publisher’s services for marketing and promotional services. Publisher acknowledges the School District’s exclusive right, title, and interest in and to the School District trade name and logo and the School District trade shows and shall not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair any part of such right, title and interest, in connection with the use of the School District’s Trade Name or the School District’s logo. Further, Publisher agrees not to represent in any manner that it has any ownership in the School District Trade Name of its logo. Publisher further acknowledges that use of the School District Trade Name and the School District logo shall not create in its favor any other right, title, or interest in as to the School District Trade Name or its logo, but all uses of the School District Trade Name and its logo shall inure to the benefit of the School District. Other than the forgoing licenses, neither party intends to transfer or assign to the other any rights or interest in any copyright, patent, trade secret or other right or interest that it may possess.

6. Confidentiality. Each party here acknowledges that it may be exposed to confidential and proprietary information belonging to the other party or relating to its affairs, including, without limitation, technical information and development techniques, business and financial information, e-mail lists, visitor lists and other information designated by a party as confidential or proprietary, or any database to be used for the purposes of distributing information to School District WEB. Confidential information does not include (i) Information already known or independently developed by the recipient; (ii) Information in the public domain through no wrongful act of the party, or (iii) Information received by a party from a third party who was free to disclose it. Each party agrees that during the Term and at all times thereafter it shall not use, commercialize or disclose the other party’s Confidential Information except in performing its obligations under this Agreement, or as required by law, including but not limited to the Texas Public Information Act. Each party shall use the same degree of care in the safeguarding the other party’s Confidential Information as it uses in safeguarding its own Confidential Information, but in no event shall it use less than due diligence and care. Neither party shall alter or remove from any Confidential Information of the other party any proprietary, copyright trademark or trade secret legends.

7. Injunctive Relief. The parties acknowledge that violation by one party of the provisions of Section 5 (“Licenses”) or Section 6 (“Confidentiality”) would cause irreparable harm to the other party not adequately compensable by monetary damages. It is agreed that temporary and permanent injunctive relief shall be available without necessity of posting bond to prevent any actual or threatened violation of such provisions. Violation of this provision will result in a material breach and will be grounds for termination by the non-breaching party.

8. Force Majeure. Each party is excused from any failure or delay in performance of

responsibilities otherwise imposed by this Agreement for any cause beyond its reasonable control. Such causes include, without limitation, fires, floods, storms, earthquakes, civil disturbances, disruption of telecommunications, transportation, utilities or necessary supplies, governmental action, computer viruses and incompatible or defective equipment software or services not supplied by the party. Nothing here enlarges any warranty or diminishes any disclaimer provided in section 10 (“Warranties”). Each party agrees that in the event such an occurrence takes place it will make every effort to inform the other of said occurrence within a reasonable period of time.

9. Regulation of Certain Content. Publisher is a mere distributor of DAP and is relying on the School District to prescreen or editorially control the School District content. Publisher reserves the right to request the removal of information in the DAP brought to its attention which, in its reasonable discretion, it deems detrimental to the WEB, or any person. Both parties agree not to include in the DAP any material which a reasonable person would consider abusive (e.g., foul language, inappropriate images, content not consistent with the School District’s policy, *etc.*), and including content provided through non- School District sources to WEB promotion partners and School Districts.

10. Warranties. The following provision are subject to Section 11 (“Limitation of Liabilities”).

- a. Noninfringement Warranty. The School District warrants that any content obtained from the School District and distributed through the WEB will not infringe or misappropriate any copyright trademark, patent, or the trade secrets of any third person, or otherwise violate this Agreement or any applicable law. The School District will use best efforts to notify Publisher of any action and Publisher has rights to defend that action. Publisher warrants that any Publisher content it distributes through the WEB will not infringe or misappropriate any copyright, trademark, patent, or the trade secrets of any third person or otherwise violate this Agreement or any applicable law. Publisher will use best efforts to notify the School District of any action and the School District has right to defend that action.
- b. Limited Performance Warranty. Publisher warrants to the School District that it will make its best effort during the term of this Agreement to perform its services in a competent and workman-like manner and to ensure the WEB operates substantially according to the agreed-to specifications. Publisher does not warrant that it will be able to correct all reported defects or that use of the DAP will be uninterrupted or error free. Publisher makes no warranty regarding features or services provided by third parties (“especially internet telecommunication service or Web Browser software”) which are provided “as is” and “as available”. EXCEPT AS SET FORTH ABOVE, PUBLISHER MAKES NO WARRANTY EXPRESSED OR IMPLIED. PUBLISHER DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, ACCURACY, INTEGRATION AND FITNESS FOR A PARTICULAR PURPOSE.

11. Limitation of Liabilities. The following provisions are a material condition of this Agreement and reflect a fair allocation or risk:

- a. School District Remedies. The School District agrees that if the Publisher violates any warranty or other provision of this Agreement, the School District's remedies may include a refund of the total amount paid to Publisher during the previous twelve (12) months to the extent permissible by law.

- b. Publisher Remedies. The Publisher agrees that if the School District violates any provision of this Agreement, and School District determines other corrective action is not economically or technically feasible, the Publisher's sole and exclusive remedy will be to obtain an amount equal to the Royalty payment already paid to School District for services rendered hereunder during the previous twelve (12) months

12. Attorneys' Fees. In any suit of action brought concerning this Agreement, its interpretation, performance or breach, the prevailing party's costs of such action, including reasonable attorneys' fees shall be paid by the other party.

13. Termination. Either party may suspend or terminate this Agreement if the other party materially breaches any provision and fails within thirty (30) days of written notice to correct such default or commence corrective action reasonable acceptable to the aggrieved party and proceed with due diligence to correction. Termination shall have no effect on the parties right and obligations under Section 5 ("Licensees"), Section 10 ("Warranties"), Section 11 ("Limitation of Liabilities"). Upon termination, all previously established DAP delivered through Publisher shall be honored until expiration within the WEB. Notwithstanding termination of this Agreement, Publisher shall remain obligated after any such termination to pay the School District all Royalties that were earned and accrued during the term of this Agreement. In addition to the foregoing, the School District may terminate this agreement for convenience and for any reason by providing not less than 60 days' advance written notice to Publisher.

14. U.S. Government Restricted rights. The WEB (including underlying technology and documentation) is a "computer data base" that constitutes "restricted computer software" and is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by the Government is subject to restrictions as set forth in the rights in Commercial Computer Software clause at DRARS 22.7202-3 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights clause at 48 CFR 52.227-19, as applicable.

15. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement between Publisher and the School District with respect to the provision of services under WEB and supersedes and replaces any and all other agreements and representation, verbal or written, with respect to the subject matter of this Agreement. There are no representations, warranties or agreements made or relied upon by either party with respect to the subject matter of this Agreement that are not contained in this Agreement.

16. No Waiver. A party's failure at any time to enforce any of the provisions of this Agreement or any right with respect thereto will not be construed to be a waiver of such provision or rights, not to affect the validity of this Agreement. The exercise by a party of any right under the terms of covenants contained herein shall not preclude or prejudice the exercising thereafter of the same or other right under this Agreement.

17. Controlling Law. This Agreement has been executed in El Paso, Texas and shall be governed in accordance with the laws of the State of Texas in every respect. Any action concerning, arising from or related to this Agreement, its negotiation, interpretation, performance or breach, shall be brought only in a court of competent jurisdiction in El Paso, Texas.

18. Joint Effect of Agreement. Nothing contained in this Agreement shall constitute or be construed to create a partnership or joint venture between the School District and Publisher or to make

either jointly liable with the other for any obligation arising out of the activities and services contemplated by this Agreement. Publisher's relationship with the School District in the performance of this Agreement is that of any independent contractor. All persons performing services which are to be performed by Publisher under this Agreement shall at all times be under Publisher's exclusive direction and control and shall be employees or agents of Publisher and not the School District.

19. Notice. Notice shall be deemed to be given when personally delivered or three (3) days after deposited in the U.S. Mail, postage prepaid, addressed to a party at its address shown below. The address of either party may be changed at any time and from time to time by written notice to the other party.

Publisher	Canutillo ISD
Thomas Evans	Gustavo Reveles
Vice President of Sales	Director of Communications and Marketing
500 N. Central Expy #231	7965 Artercraft
Plano, Texas 75074	Canutillo, TX 79835
Tel. 214-620-2091	Tel: 915-877-7481

This Agreement is binding upon the parties hereto and their respective personal representatives, successors and assigns.

IN WITNESS WHEREOF, School District has hereto set his hand and seal and Publisher has caused these presents to be signed by its duly authorized officer, the 15th day of September, 2024.

Thomas Evans, School Revenue Partners **Gustavo Reveles, Director of Communications and Marketing**

Name: _____ Name: _____

Signature: _____ Signature: _____

Title: _____ Title: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and possible action to approve Administration’s recommendation to enter and approve contracts for the award of RFQ 2025-01B Architectural Design Services for the Canutillo ISD 2024 Bond Referendum Projects and authorize administration to enter contracts with the following firms as presented DLR Group Inc. of Texas a Texas Corporation, GA Architecture Inc., Mijares-Mora Architects Inc., MNK Architects Inc. and Pfluger Architects Inc.

Justification Statement: To authorize the administration to proceed with the Fully Execution of contract AIA B101 (Contract between owner and architect)

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

Staff Responsible: _____
Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials) _____ *Date* _____

Agenda Summary:

The Request for Qualifications (RFQ) is a method allowed as defined in the Professional Services Procurement Act, (PSPA), Section 2254.002 and Section 2254.004, as applicable, of the Texas Government Code. The District issued a Request for Qualifications, RFQ 2025-01B, for Architectural Design Services for the Canutillo ISD 2024 Referendum Projects. Qualification statements were received from twenty-three (23) consulting firms on August 19, 2024, which were approved by the Board on September 10, 2024.

On September 4, 2024, an evaluation committee comprised of three Canutillo ISD Leadership staff members, met to evaluate the ten firms that responded for architectural services. The committee met to evaluate the most highly qualified to provide services on the basis of demonstrated competence and qualifications. Negotiations were terminated with VLK Architects LLC, due to no fair and reasonable price negotiations.

RECOMMENDATION: Administration Recommends that the Board approve the Architecture Design Service Contracts for the award of RFQ 2025-01B Architectural Design Services for the Canutillo ISD 2024 Referendum Projects and authorize administration to enter contracts with the following firms on the terms presented to the Board:

1. DLR Group Inc. of Texas a Texas Corporation for Canutillo Middle School STEM Academy (\$4,203,498.48)
2. DLR Group Inc. of Texas a Texas Corporation for Jose J. Alderete Middle School (\$3,437,961.99)
3. GA Architecture Inc. for Canutillo Elementary School (\$524,486.89)
4. GA Architecture Inc. for Congressman Silvestre & Carolina Reyes Elementary School (\$93,864.12)
5. GA Architecture Inc. for Canutillo High School (\$888,614.14)
6. Mijares-Mora Architects Inc. for Bill Childress Elementary School (\$397,407.21)
7. Mijares-Mora Architects Inc. for Gonzalo & Sofia Garcia Elementary School (\$384,682.60)
8. Mijares-Mora Architects Inc. for Jose H Damian Elementary School (\$397,407.21)
9. MNK Architects Inc. for Northwest Early College High School (\$1,728,513.96)
10. Pfluger Architects Inc. for Deanna Davenport Elementary School (\$2,764,247.53)

Each contract shall be subject to final review and approval by the Administration and Legal counsel.

PRIOR BOARD ACTION: September 10, 2024 AWARDED: September 10, 2024 AWARDED AMOUNT: N/A

AMOUNT(S): \$14,820,684.13



ACCOUNT NO(S): 694.81.6629.13.XXX.99

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

REQUESTING DEPARTMENT:

Operations

CONSEQUENCES OF NON-APPROVAL:

Cannot proceed with Canutillo ISD 2024 Bond Projects.

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S): ✓

Vendor Contracts



OFFICE OF THE ASSOCIATE SUPERINTENDENT

#BestSmallDistrictinTexas

To: Board of Trustees and Superintendent Galaviz

From: Dr. Debra Kerney, Associate Superintendent

Date: September 13, 2024

Re: Tuition Waivers for the 2024-2025 School Year and Transfer Update

Canutillo ISD has monitored the in-state inter-District transfers for the 2024-2025 school year. Administration is recommending approval of tuition waivers for these students. Students of these families reside in El Paso County, Texas; therefore, we will receive state funding for their attendance in Canutillo ISD, should you approve this request. All families understand that, if this request is approved, they are responsible for providing transportation for their children to and from school.

Please see the attached table for the total number of **intra** (within the district) and **inter** (outside the district) transfers that were approved. Also, note that the number of New Mexico “grandfathered” students remains at 4.

The Associate Superintendent’s Office continues to monitor district transfers during the 2024-2025 school year. In summary a total of 571 attend elementary campuses and 343 attend secondary campuses for a total of **914 Intra/Inter District transfers.**

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

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

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



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

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

TRANSFERS FOR ELEMENTARY SCHOOLS

Campus	CES	DDE	JDE	BCE	GES	RES	TOTAL
Out of district (Inter)	32	11	27	38	18	46	172
Within district (Intra)	51	21	102	62	63	100	399
Out of state (New Mexico)	0	0	0	0	0	0	0
Total	83	32	129	100	81	146	571

TRANSFERS FOR MIDDLE SCHOOLS

Campus	AMS	CMS	TOTAL
Out of district (Inter)	35	33	68
Within district (Intra)	62	51	113
Out of state (New Mexico)	0	0	0
Total	97	84	181

TRANSFERS FOR HIGH SCHOOL

Campus	CHS	NWECHS	TOTAL
Out of district (Inter)	101	57	158
Within district (Intra)			
Out of state (New Mexico)	3	1	4
Total	104	58	162

TRANSFER TOTALS:

Transfer Type	Total
Out of District (Inter)	398
Within District (Intra)	512
Out of State (New Mexico)	4
Grand Total	914

The Dark Side of Social Media: How Growing Use Paves the Road to Litigation

Presented to:



Dr. Pedro Galaviz, Superintendent
Armando Rodriguez, President
and Distinguished Guests

Presented by:

Brian S. Colón - Singleton Schreiber, LLP
bcolon@singletonschreiber.com

&

Andrew Bluth - Singleton Schreiber, LLP
abluth@singletonschreiber.com



Social Media and Mental Health

Children, adolescents, and teenagers in the United States are facing an unprecedented mental health crisis.

Emerging research connects social media usage to these mental health struggles—which is no surprise to those on the front lines trying to stem the effects of the crisis.





Defining Social Media Addiction

- ◆ The term social media “addiction” was coined by researchers who define it as individuals who engage in excessive, compulsive social media platform use for the purposes of mood alteration, with negative personal outcomes.

(Facebook Addiction: An Emerging Problem, Anindita Chakraborty, American Journal of Psychiatry Residents' Journal 2016 11:12, 7-9)

Potential Symptoms

"Addictive" social media use will mirror other substance use disorders and may include:

- Mood modification (i.e., engagement in social media leads to a favorable change in emotional states)
- Salience (i.e., behavioral, cognitive, and emotional preoccupation with social media)
- Tolerance (i.e., ever-increasing use of social media over time)
- Withdrawal symptoms (i.e., experiencing unpleasant physical and emotional symptoms when social media use is restricted or stopped)
- Conflict (i.e., interpersonal problems ensue because of social media usage)
- Relapse (i.e., addicted individuals quickly revert to their excessive social media usage after an abstinence period)

Consequences

Sleep disruption

Anxiety

Depression

Negative impact on
personal relationships

Social anxiety disorder

Declined academic
performance



Social Media and Youth Mental Health

2023

The U.S. Surgeon General's Advisory



What We Know:

3 or more hours per day on social media **doubles** the risk of experiencing poor mental health, including symptoms of depression and anxiety.

Social media platforms are designed to maximize user engagement, which has the potential to encourage excessive use and behavioral dysregulation.

A study conducted among 14-year-olds found that greater social media use predicted poor sleep, online harassment, poor body image, low self-esteem, and higher depressive symptom scores with a larger association for girls than boys.



95% of adolescents use at least one social media platform

33% use social media “almost constantly”

Surgeon General's Call to Action

- ◇ US Surgeon General, Vivek Murthy, expressed concerns over the impact of social media on the mental health of this generation's youth as early as January 2023.
- ◇ 13 is too young for children to be joining social media.

"We've set safety standards [for other products] and required manufacturers to implement and abide by those standards, we've got to do the same here." (May 2023)

117

It is "urgent that we take action" (May 2023)

"Tech companies certainly need to design their platforms with health and safety in mind." (May 2023)



BIG TECH COMPANIES KNOW AND CHOOSE PROFIT OVER SAFETY

Despite having knowledge of their direct contribution to this mental health crisis, companies like Meta, Tiktok, Snap, and YouTube continue to design their platforms to be highly addictive.

The end goal? Corporate profit through advertisement revenue, even at the expense of the health and well-being of this generation's youth.

The Exploitation of Today's Youth

- ◆ The platforms' designs distort a user's ability to perceive time, eliminating any reason to pause or to stop using the platform.
- ◆ Target the brain's dopamine production—the “feel good” chemical released from our brains.
- ◆ Users remained on the platform longer when engaged with “provocative content,” so algorithms were programmed to push users towards harmful and exploitative content to attract and maximize user engagement.
 - ◆ Gambling, drugs, pornography, extreme diets, misinformation, hate-speech, violence, self-harm, and/or depression

TIKTOK, SNAPCHAT, AND YOUTUBE

· 95% of children use
YouTube






· 67% of children use
TikTok

· 59% of children use
SnapChat

Kara Bagot, M.D., Social Media Litigation
Presentation



What Could Social Media Platforms Do Differently?

-  • Limit hours notification sent to minor users
-  • Limit hours minors can access these platforms
-  • Limit targeted marketing of minors
-  • Limit features and algorithms dependent on minor interaction
-  • Require images by social media influencers to be identified when enhanced

HOW DO YOU EFFECT CHANGE?

Current Case Stats

MDL

~ 157 Government Entity
Plaintiffs of which **144**
are School Districts
~ 35 State Attorney
Generals

JCCP

~ 622 Personal Injury
~ 619 Government Entity
Plaintiffs in the JCCP, of
which **612 are School**
Districts

Potential Defendants

Meta

- Facebook
- Instagram

Snapchat

Tiktok (Bytedance)

Google (Youtube)





SCHOOL DISTRICT CLAIMS

◇ NEGLIGENCE

- ◇ Social Media companies negligently designed and marketed their platforms with features that foreseeably would result in kids' compulsive use/addiction to social media.
- ◇ This causes harm to school districts by interfering with and disrupting the education of kids and requires significant additional resources (staff, technology, mental health services, etc.) to address the social media related problems at school.

◇ PUBLIC NUISANCE

- ◇ Defendants created a condition at schools that is harmful to the health of kids and significantly interferes with and disrupts the education of kids.
- ◇ Schools are harmed as a result and defendants' conduct is a substantial factor in causing that harm.



School District DAMAGES

◆ Staffing Issues

- ◆ Loss of Teaching/Learning Time
- ◆ Increased staffing/tutors/counselors, nurses, social worker, resource officers, etc.

◆ Monitoring and Prevention

◆ Support Programs

- ◆ Counseling and mental health services
- ◆ Cyber-Bullying Prevention
- ◆ Suicide Prevention
- ◆ Eating Disorders Services
- ◆ Community Outreach



Next Steps

- Consult Legal Counsel.
- Obtain a privileged/confidential strategy and consider the best available information.
- Consider and analyze your organization's potential damages.
- Evaluate whether joining this litigation is in your organizations and community's best interest.



QUESTIONS??



Andrew Bluth is a Partner at Singleton Schreiber, LLP's Sacramento office.

Mr. Bluth earned his bachelors of science in journalism at Northwestern University. Later, he would go on to earn his juris degree at the University of California, Davis, School of Law. During his time in law school, Mr. Bluth was President of the Moot Court Honors Board, editor for the *Journal of International Law and Policy*, and graduated as a member of the Order of the Barristers.

Much of Mr. Bluth's law career has been focused on litigating complex civil disputes in state and federal courts across the country. His litigation has involved several different areas of concern like the federal Telephone Consumer Protection Act (TCPA), health care issues, banking issues, among other issues. Even before tackling many of these cases, Mr. Bluth was recognized by *Super Lawyers* with the "Rising Star" award.

With this tremendous experience, Mr. Bluth – along with Chris Rodriguez – lead Singleton Schreiber's Mass Tort practice.



Brian Colón is the Managing Partner of Singleton Schreiber's New Mexico offices

Mr. Colón brings more than 20 years' experience as a practicing attorney, leading the firm's New Mexico efforts in the areas of wrongful death, personal injury, medical malpractice, inadequate security, products liability, environmental law, insurance bad faith, and transactional negotiations.

Mr. Colón is a former New Mexico State Auditor and has over 30 years of professional experience and an extensive background of service to local communities.

As New Mexico State Auditor, Mr. Colón's remarkable work included establishing an oversight and accountability.

Mr. Colón also led the largest recovery in the history of the New Mexico State Auditor's Office and obtained over \$13 million in funds for overcharges to seniors by insurance intermediaries.