

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held January 29, 2025, 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. Honoring of the Canutillo ISD Board of Trustees in Recognition of Texas School Board Appreciation Month
Presenter: Gustavo 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. **BOARD OF TRUSTEE BUSINESS**
 - A. Discussion and Action to Accept Resignation From Trustee Lucy Borrego as Board of Trustees Secretary and Appoint a New Secretary To The Board of Trustees Under Policy BDAA. (The Resignation is From the Officer Position Only. Trustee Borrego Will Remain on the Board) 5
Presenter: Dr. Pedro Galaviz
 - B. Consideration and Appropriate Action to Accept the Resignation of Trustee Lucy Borrego From the Board of Directors of the Canutillo ISD Public Facility Corporation and Appoint a Successor Board Member Therefor. (The Resignation is from the Officer Position Only. Trustee Borrego Will Remain on the Board) 8
Presenter: Pedro Galaviz

C.	Discussion and Possible Action to Appoint A Trustee to The Safety And Security Committee for a 2-Year Term.	9
	Presenter: Dr. Pedro Galaviz	
D.	Discussion and Possible Action to Revise Procedures for Executive/Closed Session Meetings to Provide for Audio Recording of Those Sessions.	
	Presenter: A. Rodriguez	
5.	SPECIAL PRESENTATION-OTHER	
A.	Schematic Design Presentations	17
	Presenter: Ernesto Ortiz	
6.	CONSENT AGENDA-VOTING	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of the Meeting Minutes	
a.	Approval of the November 19 Regular Board Meeting Minutes	127
b.	Approval of the December 17th Regular Board Meeting Minutes	133
2.	Approval of the Monthly Donations	
	Presenter: C. Pulley	
a.	Board Acceptance of the December 2024 Donations Report	
	Presenter: Cristina Pulley	
3.	Memorandum of Understanding between CISD and the YWCA El Paso Del Norte Region - PreK Early Learning Academy Programming	140
	Presenter: Dr. Arellano, Dr. Kerney	
4.	Approval of Interlocal Agreement between the City of El Paso Parks and Recreation and Canutillo Independent School District Northwest Early College High School	155
	Presenter: Frank Clark	
5.	Approval of the Recommendation to Contract RFQ 2025-04B Roofing Consulting Services for Canutillo ISD 2024 Bond Referendum Projects. Listed in order of evaluation scores: Terracon Consulting, Inc., KWA Engineering & Building Science Co. Inc., Armko Industries, Inc., Amtech Solutions, Inc.	156
	Presenter: Ernesto Ortiz	
6.	Approval of the Recommendation to Contract RFQ 2025-05B MEP & Commissioning Services for Canutillo ISD 2024 Bond Referendum Projects. Listed in order of evaluation score: Estes, McClure and Associates, Bath Group, LLC., DBR Engineering Consultants, Inc., Parkhill, Smith & Cooper, Inc.	173
	Presenter: Ernesto Ortiz	
7.	Approval of the Adoption of a Resolution Approving a Prevailing Wage Schedule for all School District Construction Projects.	190
	Presenter: Purchasing and PROCEDEO Teams	
8.	Approval of an Easement for El Paso Electric Line Relocation at CISD on Arcraft	203
	Presenter: Dr. Oscar Rico	

9.	Approval of an Ammendment to the Easement Agreement for Sage Business Park LLC for Infrastructure.	207
	Presenter: Dr. Oscar Rico	
B.	<i>CURRICULUM AND INSTRUCTION</i>	
1.	Executive Summary: Transfer Update January 2025	213
	Presenter: Dr. D. Kerney	
2.	Executive Summary: Texas Circuit 35 of Jehovah's Witnesses facility request form	221
	Presenter: Dr. D. Kerney	
C.	<i>HUMAN RESOURCES</i>	
1.	Approval of a Board Resolution Regarding Wage Payments During Emergency Closure Due to Inclement Weather.	223
	Presenter: M. Carrasco	
7.	EXECUTIVE SESSION	
	To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code:	
A.	Discussion Regarding Potential Sale of District Owned Real Property	
	Presenter: P. Galaviz	
B.	Discussion With Legal Counsel Regarding Pending Litigation	
	Presenter: Steve Blanco	
8.	NEW BUSINESS (continued); OTHER	
A.	Discussion and Possible Action Regarding Potential Sale of District Owned Real Property	
	Presenter: P. Galaviz	
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

CANUTILLO A Premier District

January 2, 2025.

Dear Dr Galaviz and Mr. Rodriguez,

Good morning. I hope to find you both doing well. After careful consideration and lots of thought, I have come to the conclusion that I cannot serve as President of the PFC nor Secretary for the Board. I have many time constraints and work/home obligations this upcoming year and I cannot commit to extra duties on the school board. I appreciate the opportunity and look forward to participating fully as a trustee. I will continue to serve on the board and give the Canutillo ISD community my personal best.

Thank you again for the opportunity.

Sincerely,

Lucy Borrego,
CISD Trustee

Street Address:

7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address:

P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7400
F: (915) 877-7525
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).

5

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

OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA
(LOCAL)

Board Officers

The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. The Board may assign a District employee to provide clerical assistance to the Board. Officers shall be elected by majority vote of the members present and voting.

Vacancy

A vacancy among officers of the Board shall be filled by majority action of the Board.

Term and Duties

Board officers shall serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

President

In addition to the duties required by law, the President of the Board shall:

1. Preside at all Board meetings unless unable to attend.
2. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
3. Send, or cause to be sent, notices of Board meetings.
4. Call special meetings of the Board. [See BE]
5. Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
6. Decide all questions of order in accordance with *Robert's Rules of Order, Newly Revised*, as modified by Board policy.
7. Serve as the Board's spokesperson.

Vice President

The Vice President of the Board shall:

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
2. Become President only upon being elected to the position.
3. Serve as spokesperson for the Board when the President is unavailable.

Secretary

The Secretary of the Board shall:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting.
2. Ensure that notices of Board meetings are posted and sent as required by law.

OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA
(LOCAL)

3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.
4. Sign or countersign documents as directed by action of the Board.



BOARD OF TRUSTEES

CANUTILLO A Premier District

January 2, 2025.

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School Safety and Security Committees

Published online in [TASB School Law eSource](#)

In accordance with guidelines from the Texas School Safety Center (TxSSC), each Texas school district is required by law to establish a school safety and security committee. Tex. Educ. Code § 37.109. This article answers frequently asked questions about the committee, including questions of confidentiality and compliance with the Texas Open Meetings Act.

1. Who serves on a local school safety and security committee?

To the greatest extent practicable, the committee must include at least:

- (1) one representative of an office of emergency management in the district's county or city;
- (2) one representative of the local police department or sheriff's office;
- (3) one representative of the district's police department, if applicable;
- (4) the school board president;
- (5) a school board member other than the president;
- (6) the superintendent;
- (7) one or more designees of the superintendent, one of whom must be a classroom teacher in the district;
- (8) if the district partners with an open-enrollment charter school (OECS) to provide instruction to students, a member of the OECS board or board's designee; and
- (9) two parents or guardians of students enrolled in the district.

Tex. Educ. Code § 37.109(a-1).

2. Who appoints the members of the committee?

The law does not indicate who in the district appoints the committee. Normally when a statute requires action by "the district" (rather than the "the board of trustees") the task may be delegated to the administration. Although in some districts the board of trustees may wish to appoint the committee members, in most districts this task will be delegated to the superintendent or an emergency management coordinator. An

administrator tasked with emergency management may be in a better position to establish contact and coordinate with representatives of local first responders and others required to participate in the committee. Individuals unable to continue serving on the committee may also require timely replacements. Thus, a board of trustees may wish to select which board members will serve on the committee and leave other appointments to the administration.

3. What does the committee do?

By law the committee must:

- (1) participate on behalf of the district in developing and implementing emergency plans consistent with the district multihazard emergency operations plan (EOP) to ensure that the plans reflect specific campus, facility, or support services needs;
- (2) periodically provide recommendations to the district's board of trustees and district administrators regarding updating the district multihazard EOP in accordance with best practices identified by the Texas Education Agency (TEA), the TxSSC, or a person included in the registry established by the TxSSC (i.e., a safety consultant);
- (3) provide the district with any campus, facility, or support services information required in connection with the safety and security audit, a safety and security audit report, or other reports the district is required to submit to the TxSSC;
- (4) review each report the district is required to submit to the TxSSC to ensure that the report contains accurate and complete information regarding each campus, facility, or support service in accordance with criteria established by the TxSSC; and
- (5) consult with local law enforcement agencies on methods to increase law enforcement presence near district campuses.

Tex. Educ. Code § 37.109(b).

4. How often must the committee meet?

Unless the district operates schools year-round, the committee must meet at least once during each academic semester and at least once during the summer. A committee established by a school district that operates schools on a year-round system or in accordance with another alternative schedule must meet at least three times during each calendar year, with an interval of at least two months between each meeting. Tex. Educ. Code § 37.109(c).

5. What does it mean for the committee to be subject to the Open Meetings Act?

Texas Education Code section 37.109 states, “The committee is subject to Chapter 551, Government Code [the Texas Open Meetings Act], and may meet in executive session as provided by that chapter. Notice of a committee meeting must be posted in the same manner as notice of a meeting of the district’s board of trustees.” Tex. Educ. Code § 37.109(d).

The Texas Open Meetings Act (OMA) defines *governmental body* (an entity subject to the OMA) in a way that would not include the school safety and security committee. Section 37.109 specifically identifies two aspects of the OMA that will apply: the committee may rely on the OMA’s exceptions for closed meetings (or “executive sessions”), and public notice must be provided of the meetings in the same manner as for board meetings.

The more difficult question is whether other provisions of the OMA apply if the committee is “subject to” the OMA? Arguably, if the legislature intended all of the OMA to apply, then the statute would not specifically list the application of notice and closed meeting exceptions. On the other hand, if the committee is only subject to notice and closed meeting exceptions, then the statute need not say the committees are “subject to Chapter 551, Government Code.”

Without guidance from the TxSSC, TEA, or the Texas attorney general, TASB Legal Services recommends that committees comply with the OMA in all aspects that reasonably make sense, including opening the meetings in public, announcing authority for any closed meeting, and keeping records of open and closed meetings.

6. What advance posting is required for meetings?

A committee meeting must be posted in the same manner as notice of a meeting of the district’s board of trustees. TASB Legal Services recommends that committee meetings be posted in the same timeframes and in the same locations as board meeting postings. Meeting notice should include the date, place, time, and subjects to be discussed, including any proposed action that will be taken at the meeting. Meetings should be identified as meetings of the Safety and Security Committee, however, not as meetings of the board.

7. How specific must a committee posting be about the topics to be discussed or on which action will be taken?

Considering the confidential and security-sensitive nature of many committee discussions, we suggest that meeting notices be specific enough to allow the committee to make use of the OMA’s closed meeting exceptions. One option would be to post as topics the items listed in Section 37.109(b) as the tasks of the committee.

8. Would a committee meeting posting ever include a consent agenda?

A committee might use a consent agenda for routine tasks like approving minutes of prior meetings or calendaring future meetings. For the most part, however, the committee is charged with discussing security matters and reviewing reports to the TxSSC. These tasks will not lend themselves to use of a consent agenda.

9. Are committee meetings open to the public?

Other than saying committees are “subject to Chapter 551,” Section 37.109 is silent as to whether committee meetings must be open to the public. Because the statute allows committees to rely on closed meeting exceptions, the implication is that committees should open their meetings in public and announce authority for any closed meeting.

In addition, in accordance with the OMA, committees should vote or take any action in open session. Most committee discussions and recommendations will be confidential, however. Motions and votes should be made in an open meeting but may have to be stated in a way that does not reveal details of the district’s multihazard EOP or other security plans.

10. Are committee discussions confidential?

To the extent the committee’s discussions fall within an exception to the OMA found in Texas Government Code chapter 551, the committee may meet in closed session. Tex. Educ. Code § 37.109(d). Examples of possible closed meeting exceptions include:

- **Security personnel or devices:** Deliberation about a security audit or the deployment, or specific occasions for implementation, of security personnel or devices, in closed session. Tex. Gov’t Code § 551.076.
- **Security infrastructure:** Deliberation about security assessments or deployments relating to information resources technology; network security information described by Texas Government Code section 2059.055(b); or the deployment, or specific occasions for implementation, of security personnel, critical infrastructure, or security devices. Tex. Gov’t Code § 551.089.
- **Personnel:** Deliberation about the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. Tex. Gov’t Code § 551.074(a)(1). This provision does not apply to independent contractors. Tex. Att’y Gen. Op. No. MW-0129 (1980). Consequently, it would not apply to the deliberation about an SRO or security officer hired as an independent contractor.

- **Student information:** Deliberation about the discipline of a public school child or about a matter regarding a public school student if personally identifiable information about the student will necessarily be revealed by the deliberation. Tex. Gov't Code §§ 551.082(a)(1), .0821. These exceptions may be applicable if the committee is presented with information about a threat assessment for an individual student.
- **Consultation with attorney:** A school board may also seek legal counsel from the district's school attorney in closed session to the extent the discussion is covered by the attorney-client privilege. Tex. Gov't Code § 551.071.

11. What records should be created of committee meetings?

No court or other legal authority has offered a formal interpretation of what it means for a safety and security committee to be "subject to Chapter 551." To be safe, committees should prepare minutes of their open meetings and either certified agendas or confidential audio recordings of their closed sessions.

12. Are the records created or reviewed by the committee confidential?

Generally, yes, with permission from the attorney general. While the OMA has a specific closed meeting exception for board discussions related to security, the Texas Public Information Act (PIA) does not have a comprehensive exception of that nature for an entire category of documents. Protecting the confidentiality of security documents requires considering the content of each individual document and locating and claiming a legal exception. Then, a request must be submitted to the attorney general's office for an official ruling on the claimed exceptions.

Within the PIA, exceptions include:

- Information held by a law enforcement agency, including a school district police department, the disclosure of which would hinder law enforcement. Tex. Gov't Code § 552.108; *Tex. Appleseed v. Spring Branch Indep. Sch. Dist.*, 388 S.W.3d 775 (Tex. App.—Houston [1st Dist.] no pet.).
- Internal memoranda regarding policy recommendations and deliberations. Tex. Gov't Code § 552.111.
- Information related to an employee or officer if, under the specific circumstances pertaining to the employee or officer, disclosure would subject the employee or officer to a substantial threat of physical harm. Tex. Gov't Code § 552.152.
- Information made confidential by law. Tex. Gov't Code § 552.101.

By citing to Section 552.101 of the PIA, a school district may also assert confidentiality for documents protected by laws other than exceptions provided by the PIA.

There are several sections under the Texas Disaster Act, as previously discussed, that might apply, including Texas Government Code sections 418.176 (information relating to emergency response providers), 418.177 (information relating to risk or vulnerability assessment), and 418.182 (information related to homeland security and domestic terrorism). *See Tex. Dep't of Pub. Safety v. Abbott*, 310 S.W.3d 670 (Tex. App—Austin 2010, no pet.) (protecting videos recorded by security cameras in a Texas Capitol hallway under Texas Government Code section 418.182). For example, in at least one instance, a school used Texas Government Code section 418.182(a) to successfully argue for protection of camera surveillance. Tex. Att'y Gen. OR2009-04735 (2009). In another, the governor's office relied on Section 418.176 to protect the governor's security staffing requirements as a tactical plan. Tex. Att'y Gen. OR2015-09398 (2015).

Texas Education Code section 37.2071(i) makes any document or information collected, developed, or produced during the review and verification of a multihazard EOP not subject to disclosure under the PIA. (Also see Texas Education Code section 37.1083, making confidential any document or information collected, identified, developed, or produced relating to TEA monitoring of school district safety and security requirements and Section 37.1084(d) making a regional education service center school safety team report confidential.)

In addition, a school district may assert that the district's EOP is confidential under Texas Education Code section 37.108 and not subject to disclosure. Tex. Educ. Code § 37.108(c-1). Section 37.108(c-1) provides that any document or information collected, developed, or produced during a safety and security audit conducted under the provision requiring regular safety and security audits of a district's facilities is confidential. At least one school district attorney has successfully argued that a district's EOP was collected, developed, or produced during a safety and security audit of the district's facilities and therefore need not be produced in response to a PIA request. Tex. Att'y Gen. OR2011-16616 (2011) (cautioning that the ruling is limited to the particular circumstances and may not be relied upon as a previous determination).

Finally, in appropriate instances, a district may be able to rely on Texas Rules of Evidence Rule 503 and Texas Rules of Civil Procedure Rule 192.5 governing attorney-client communications and work product. These are laws that would be a mandatory exception under Section 552.101 of the PIA, and differentiated from the Section 552.107 exception, which is discretionary.

13. Do committee meetings have to be recorded?

We think not. The OMA requires an "elected school district board of trustees for a school district that has a student enrollment of 10,000 or more" to make a video and audio recording of reasonable quality of each regularly scheduled open meeting and of each work session or special called meeting if the board votes on any matter or allows

public comment or testimony. Tex. Gov't Code § 551.128(b-1). Since a safety and security committee is not an elected school district board of trustees, the recording requirement does not appear to apply.

14. Who serves as presiding officer of a school safety and security committee?

Texas Education Code section 37.109 does not specify who will serve as the committee's presiding officer. Consequently, the answer is a matter of local choice. The presiding officer could be decided by the committee itself under Robert's Rules of Order. Or, perhaps because the local board president is part of the committee, the board president could preside. The district's superintendent or emergency management official might also be logical choices.

15. Is a quorum required to call a meeting?

Other than saying committees are "subject to Chapter 551," Texas Education Code section 37.109 is silent as to whether a quorum is required to convene a meeting of the safety and security committee and how many committee members would constitute a quorum. Establishing a quorum as a majority of the members of the committee is useful for a number of practical reasons, including having clear beginnings and endings to meetings, making decisions that are supported by most members of the committee, and establishing voting procedures for recommendations from the committee.

16. Is public comment required?

Other than saying committees are "subject to Chapter 551," Texas Education Code section 37.109 is silent as to whether public comment is required before the committee considers items on the committee's agenda for an open meeting. Public comment at school board meetings is governed by Section 551.007 of the OMA. Section 551.007 applies to specific governmental bodies listed in Texas Government Code section 551.001, which includes "a school district board of trustees." However, the OMA does not include district committees like the safety and security committee under the definition of a governmental body. Consequently, TASB Legal Services advises that Section 551.007 of the OMA does not require public comment at safety and security committee meetings.

That said, by invoking the OMA in the statute that requires schools to establish a safety and security committee, the Texas legislature clearly wanted school districts to inform the community about meetings of the safety and security committee. Therefore, districts should create opportunities for public input on security matters.

17. What training is required for committee members?

Committee members should receive training on integrating psychological safety and suicide prevention strategies into the district’s multihazard EOP, such as psychological first aid for schools training, from an approved list of recommended training established by the commissioner and TxSSC for members of the district’s school safety and security committee and others. Tex. Educ. Code § 37.108(f)(6)(C)(i).

In addition, new committee members will likely need an orientation to the district’s existing security plans and personnel, as well as safety and security confidentiality issues. Considering also the fact that the committee is subject to the OMA and will be addressing extensive confidential information, orientation should include basic training on the OMA and PIA. Finally, it may also benefit new committee members to have a basic understanding about privacy issues related to student education records and health information.

18. Where may districts find further guidance and resources for safety and security committees?

Districts should monitor the [TxSSC’s](#) website for additional guidance on implementing district safety and security committees. The TxSSC offers [sample procedures](#) for establishing and training behavioral threat assessment teams, as well as a comprehensive [Safety and Security Audit Toolkit](#).

Regional educational service centers (ESCs) are also required by state law to support school safety, using materials and resources developed by the TxSSC or TEA in accordance with Chapter 37 of the Texas Education Code. Specifically, an ESC may assist a school district directly, or in collaboration with the TxSSC and local law enforcement agencies, in developing and implementing a multihazard EOP, establishing a school safety and security committee, conducting emergency school drills and exercises, addressing deficiencies in campus security identified by TEA, and providing guidance on any other matter related to school safety and security. Tex. Educ. Code § 8.064.

This document is provided for educational purposes and contains information to facilitate a general understanding of the law. References to judicial or other official proceedings are intended to be a fair and impartial account of public records, which may contain allegations that are not true. This publication is not an exhaustive treatment of the law, nor is it intended to substitute for the advice of an attorney. Consult your own attorney to apply these legal principles to specific fact situations.

Originally published January 2020. Updated October 2023.

Board of Trustees

Meeting Date: January 29, 2025

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



The background is a dark, grayscale aerial photograph of a city or town, showing a grid of streets and various buildings. The word "PROCEDEO" is centered horizontally across the middle of the image. The letters are in a bold, sans-serif font. The letter 'O' is highlighted in a bright yellow color, while all other letters (P, R, C, E, D, E, O) are white. The text is superimposed over the map, with some street lines and building outlines visible behind the letters.

PROCEDEO

CANUTILLO

INDEPENDENT SCHOOL DISTRICT



Board of Trustees Meeting (BOT)

Schematic Design

PROCEDEO

Meeting Agenda

- **Program Overview**
- **Community Meeting and Survey**
- **Architect Presentations**

Pfluger Architects – Davenport ES

Mijares Mora Architects

- Childress ES
- Damian ES
- Garcia ES

GA Architecture Inc.

- Reyes ES
- Canutillo ES
- Canutillo HS

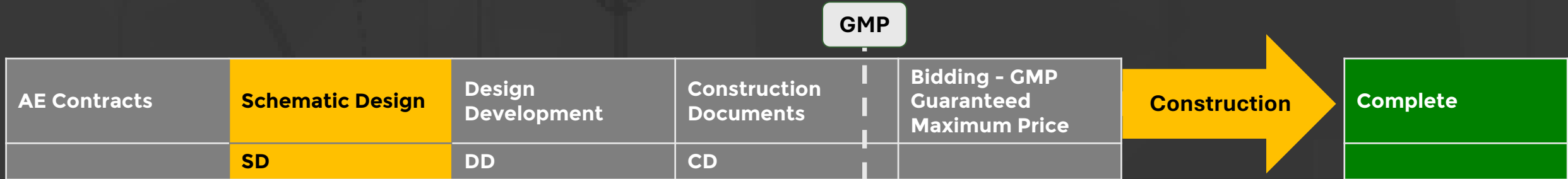
MNK Architects Inc. – NW Early College HS

DLR / Root Architects

- Alderete MS
- Canutillo MS

Program Overview

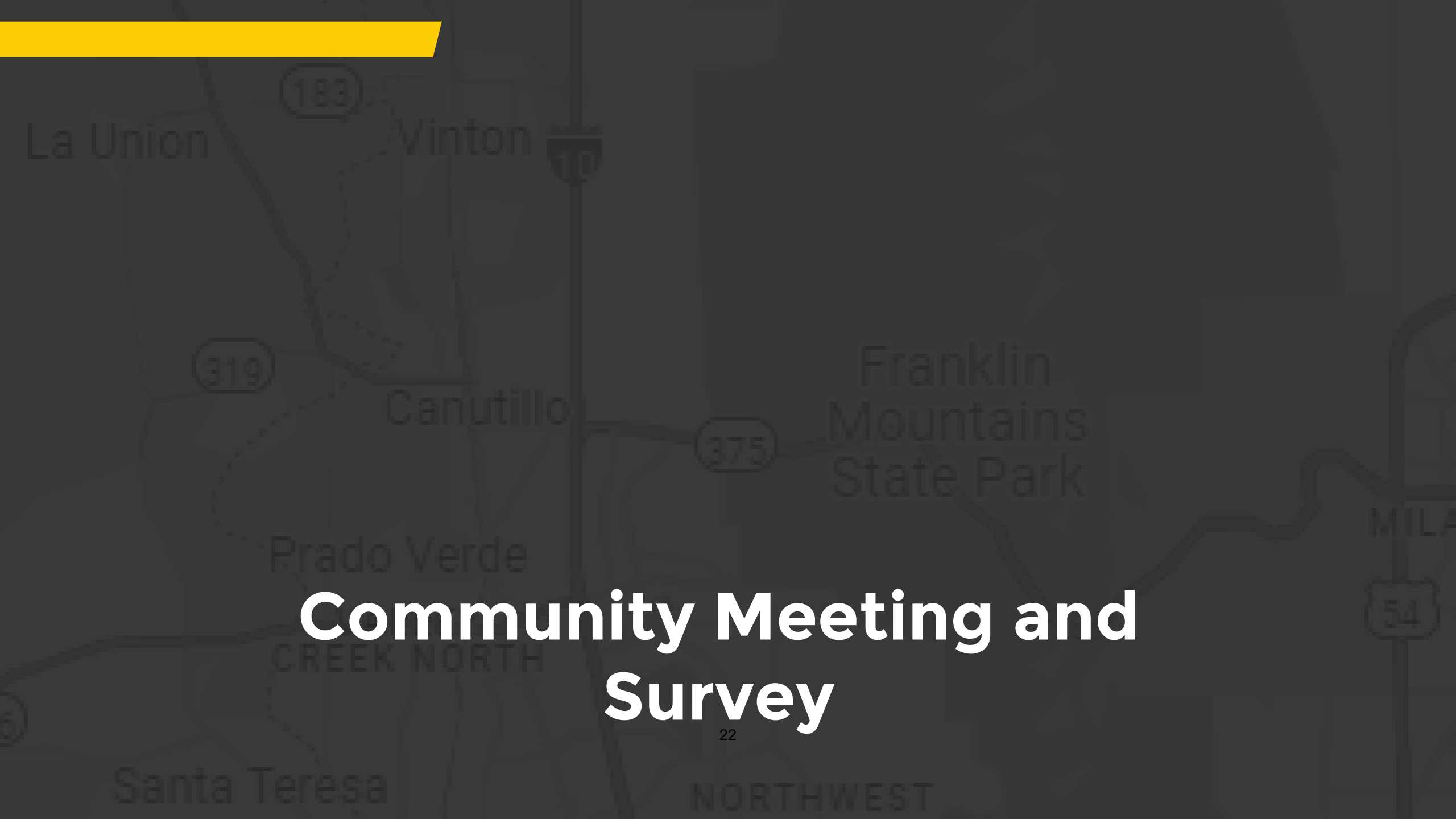
Progress for the Projects currently in Design and approaching Construction



- Canutillo MS
- Alderete MS
- Davenport ES
- NW Early College HS
- Canutillo HS
- Canutillo ES
- Bill Childress ES
- Damian ES
- Garcia ES
- Reyes ES

Schematic Design
 The first step in design process which typically ends with a presentation of the proposed design including plans, major elevations, outline specifications, and a budget estimate.
End of Schematic Design Phase is scheduled January 28th Architects to provide presentation to CISD Board

CHS Playfields Lighting Upgrades	Reyes Technology Upgrades
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Community Meeting and Survey

183

La Union

Vinton



Community Meeting

VALLEY CREEK

Santa Teresa

NORTHWEST

54

Overall, how pleased are you with the proposed design solution? En general ¿que tan satisfecho(a) esta con la solución de diseño propuesta?

- I appreciate the district's efforts to include the community and all stakeholders in this process. It helps to build pride and sense of ownership in what is happening in our community. It is very exciting!
- I loved the overall layout of the buildings, outdoor space, and the college feel/flow of the space. The entrance and secure fence is great while still keeping the open feel.
- Tonight was a wonderful event. Good communication and showing of hope for our future! I cannot wait for the next community meeting to show progress and designs next steps.



What did you not like about the design? ¿Qué no le gusto de la solución de diseño?

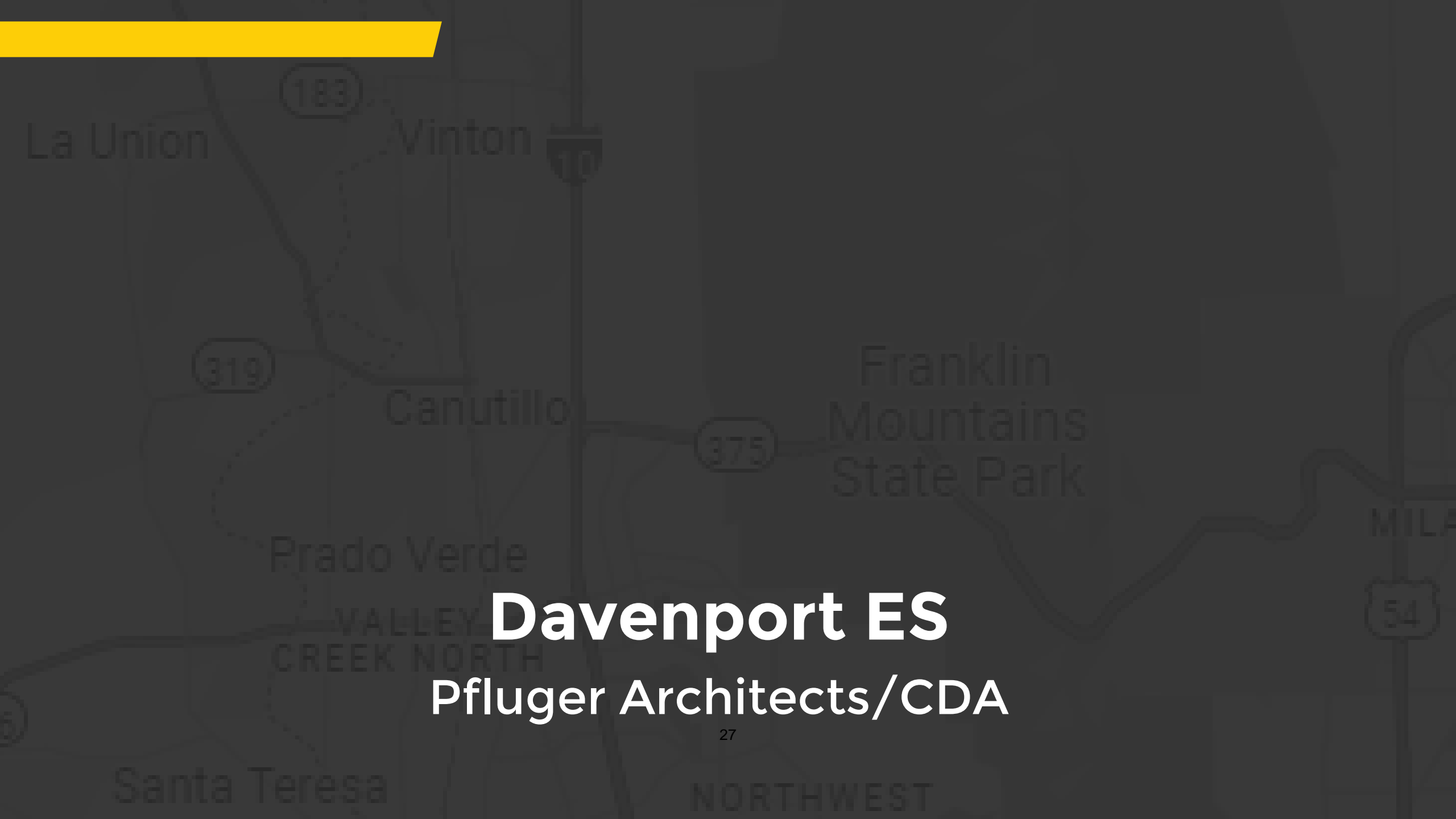
- The bathrooms. What in the world is that? Half walls are an evasion of privacy and health and safety regulations.
- The colors make it look a little bland. I hope that there is more color in there when it's finished.
- I want more color and fun things that make it feel more alive and lived in.
- I didn't like how small the courtyard was. I feel like it would be a lot bigger and I wish for more stuff to do outside.



Additional feedback for the district? ¿Tiene algunos comentarios adicionales?

- Traffic studies and environmental impacts need to be conducted prior to finalizing site plans.
- Please continue to ask for student, teacher input especially when considering blueprints and furniture.





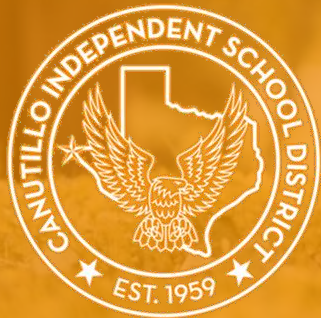
Davenport ES

Pfluger Architects/CDA

DEANNA DAVENPORT

NEW ELEMENTARY SCHOOL

Board Meeting
January 2024



DESIGN PROCESS



1

DISCOVERY

October 2024

Outcome:
Guiding Principles



2

IDEATION

November 2024

Outcome:
Visual Listening
& Parti Concepts



3

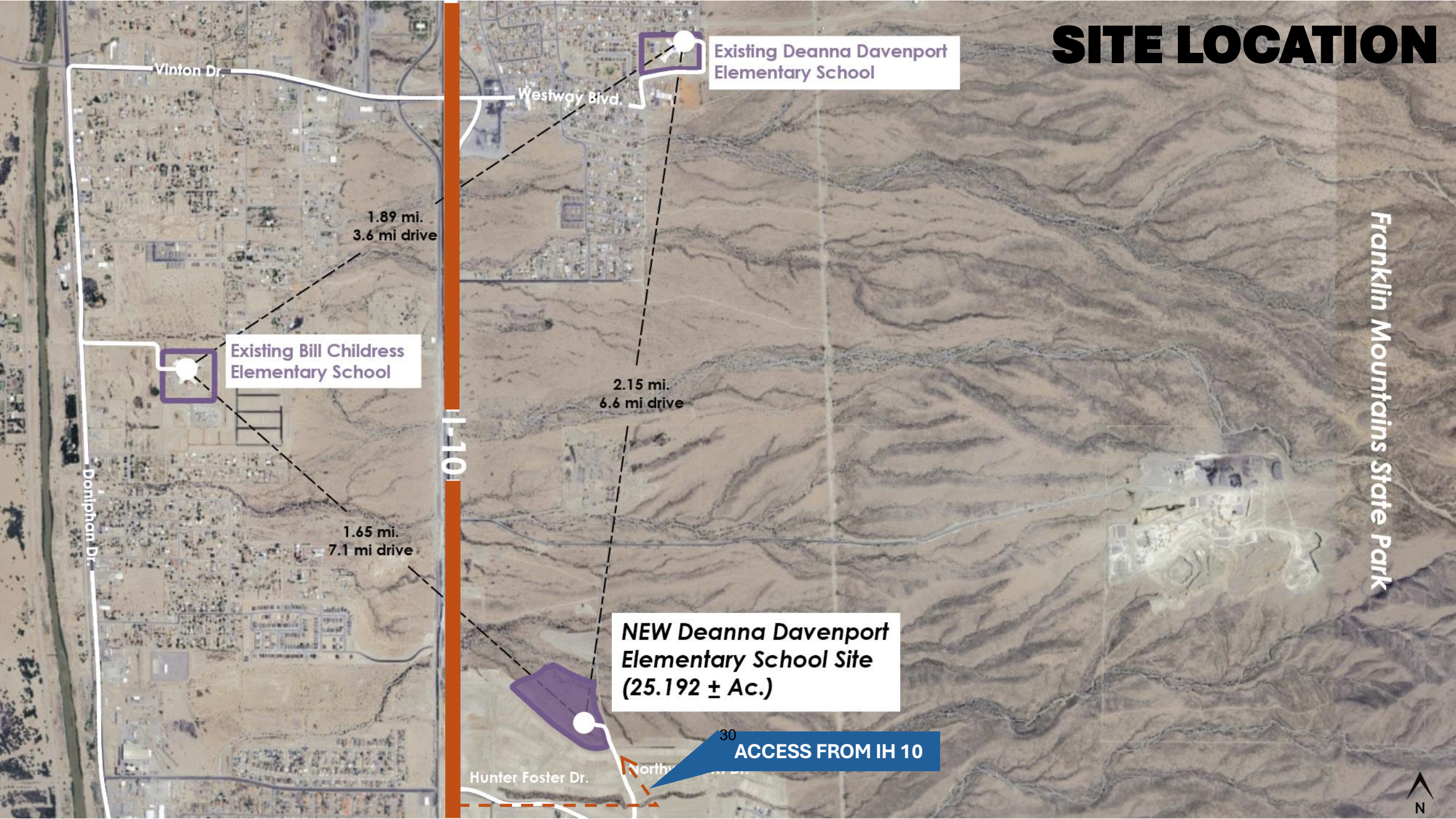
CONCEPT

December 2024

Outcome:
Building Design Concept



SITE LOCATION



Vinton Dr.

Westway Blvd.

Existing Deanna Davenport Elementary School

1.89 mi.
3.6 mi drive

Existing Bill Childress Elementary School

2.15 mi.
6.6 mi drive

1.65 mi.
7.1 mi drive

Doniphan Dr.

I-10

NEW Deanna Davenport Elementary School Site
(25.192 ± Ac.)

Franklin Mountains State Park

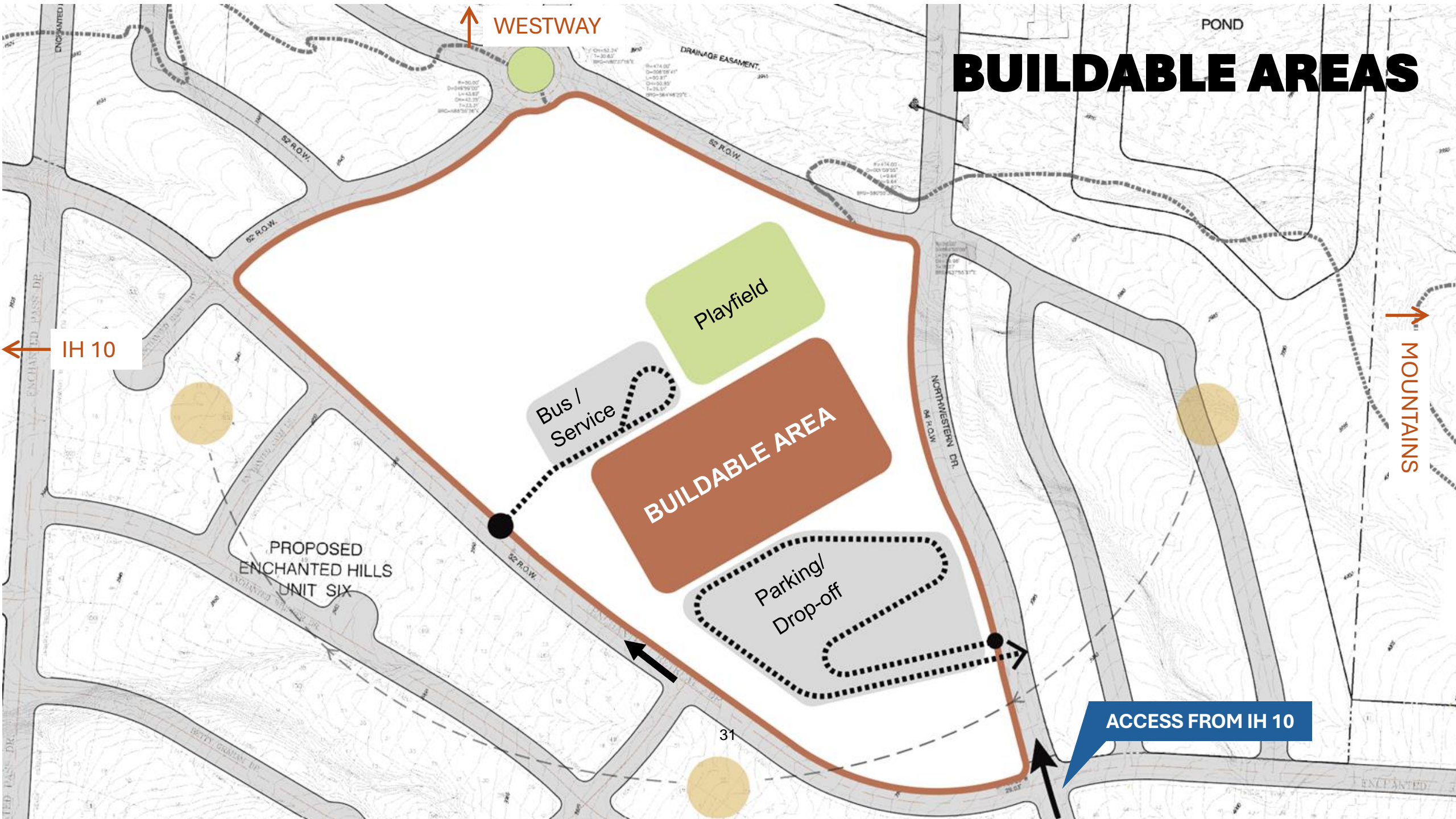
Hunter Foster Dr.

North

30
ACCESS FROM IH 10



BUILDABLE AREAS



↑ WESTWAY

← IH 10

→ MOUNTAINS

ACCESS FROM IH 10

Playfield

Bus / Service

BUILDABLE AREA

Parking / Drop-off

PROPOSED ENCHANTED HILLS UNIT SIX

POND

31

DRAINAGE EASMENT

NORTHWESTERN CR.

ENCHANTED PASS DR.

BETTY GRAHAM DR.

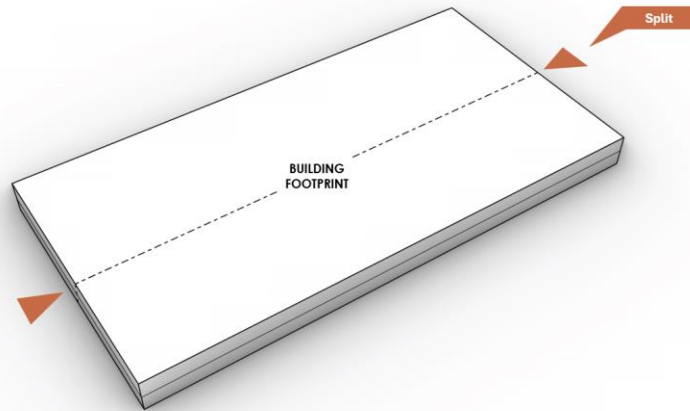
52 R.O.W.

52 R.O.W.

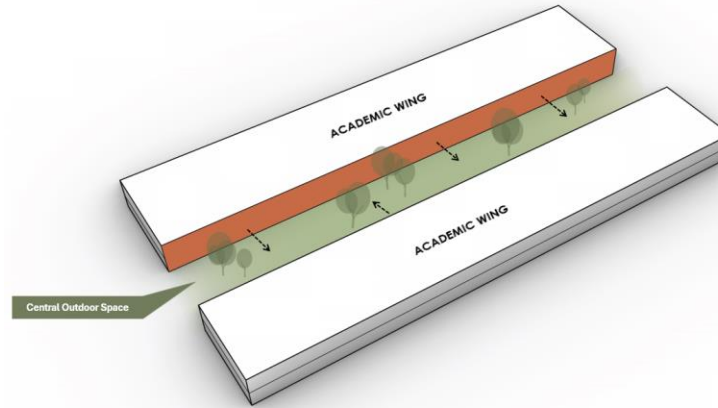
52 R.O.W.

52 R.O.W.

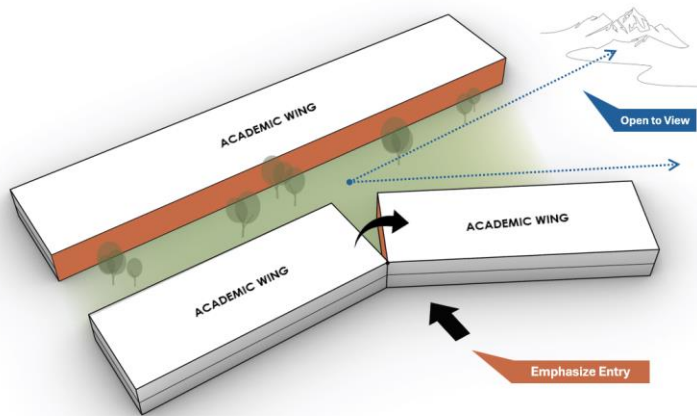
CONCEPT EVOLUTION



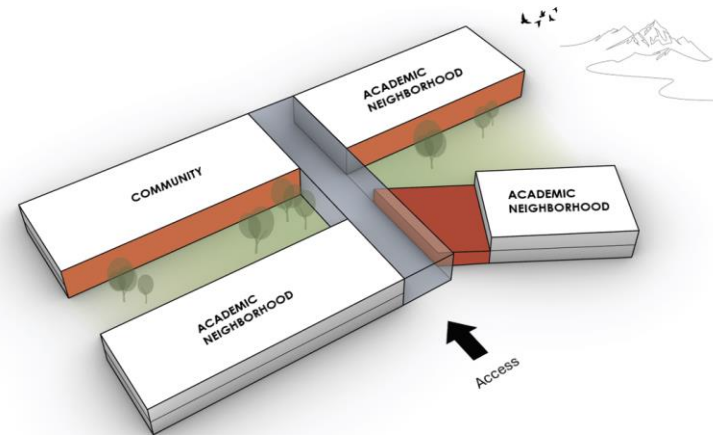
- 1** A simple two-story design with clean geometry centers around a strong central axis, ensuring clarity, balance, and intuitive organization.



- 2** Enhancing the central axis with outdoor connectivity, the design integrates secure courtyard spaces, fostering interaction and connection with the outdoors.

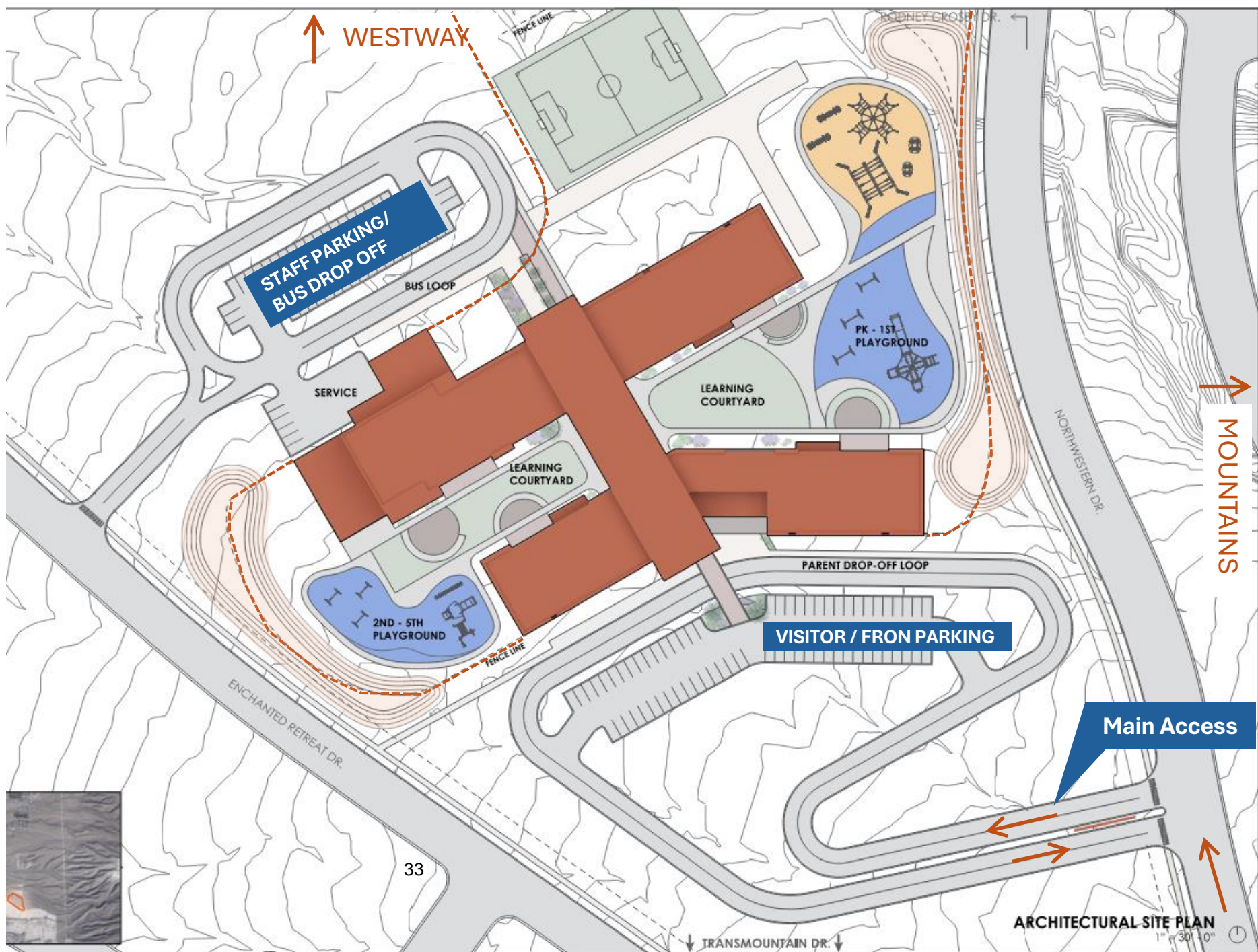


- 3** Part of the building is rotated to capture and celebrate the iconic Franklin Mountains, a landmark deeply rooted in the region's identity and heritage.

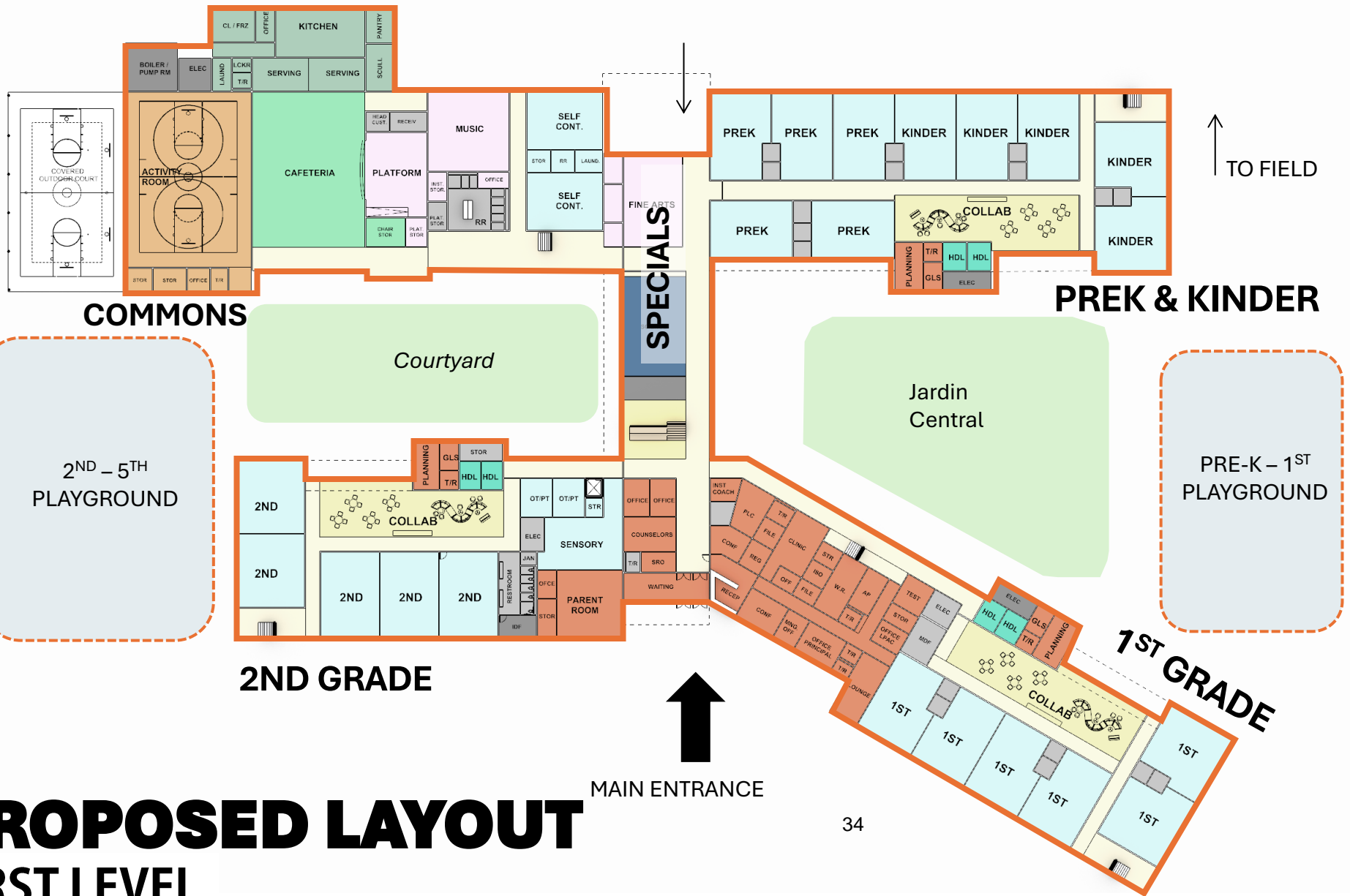


- 4** The school is unified through a shared program that centrally connects all parts of the campus, fostering a vibrant and cohesive learning environment.

PROPOSED SITE LAYOUT

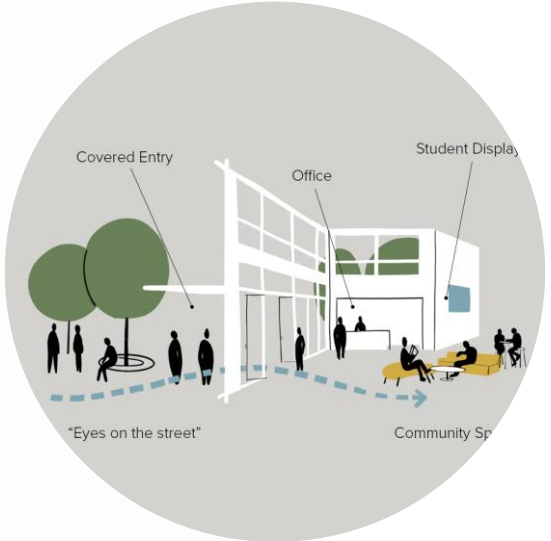
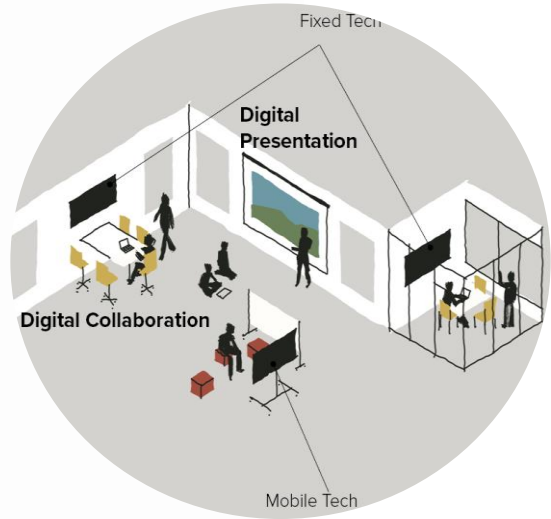


← BUS DROP OFF →

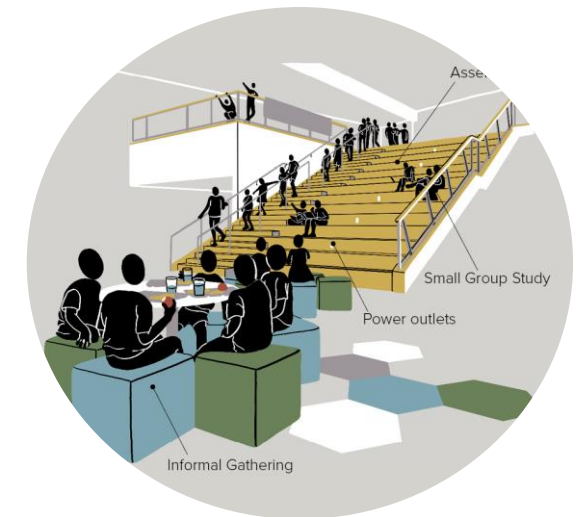
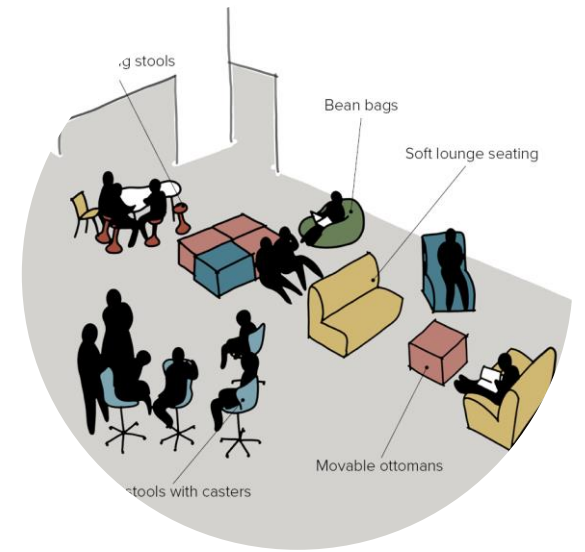
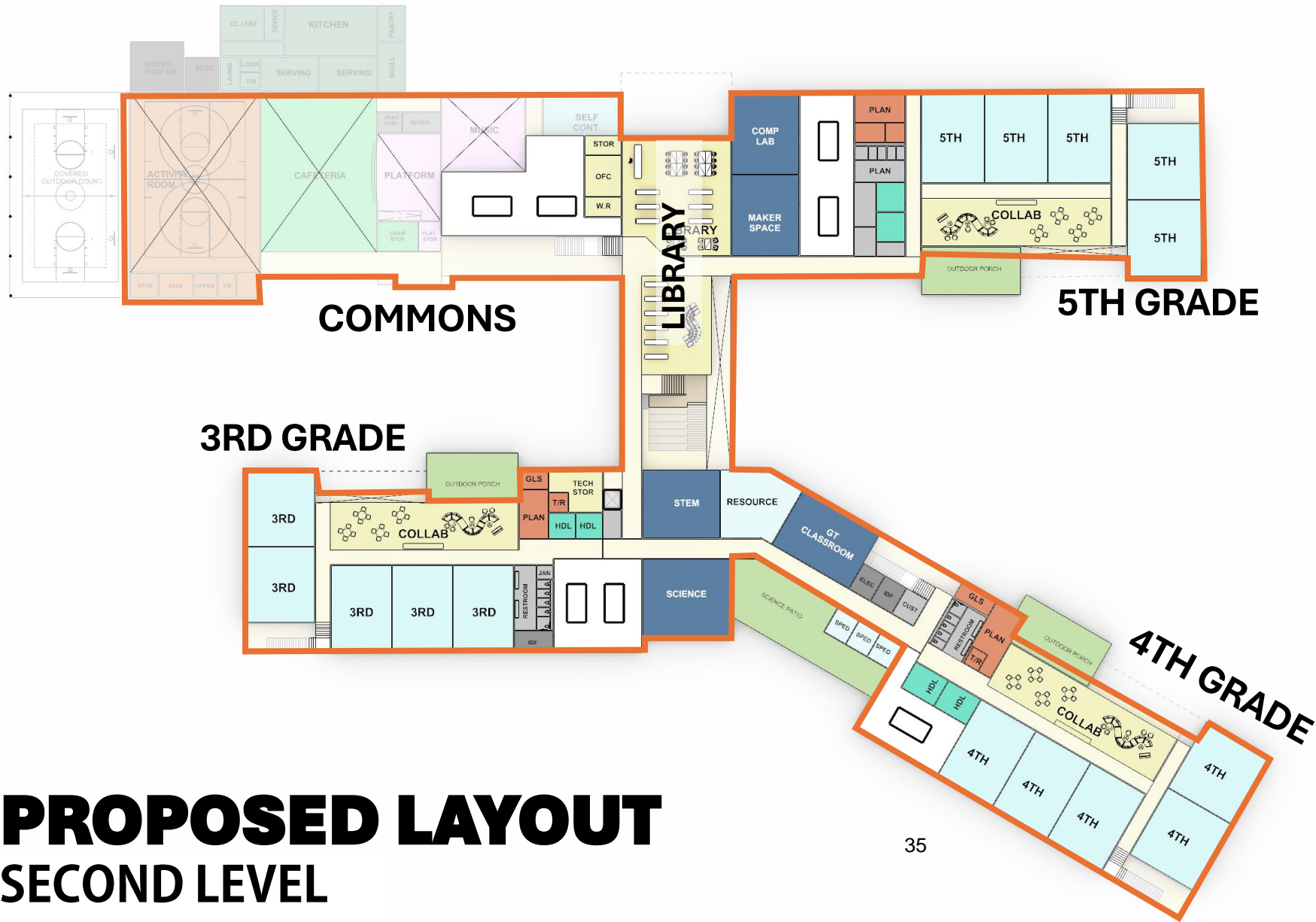


↑ TO FIELD

↑ MAIN ENTRANCE



PROPOSED LAYOUT FIRST LEVEL



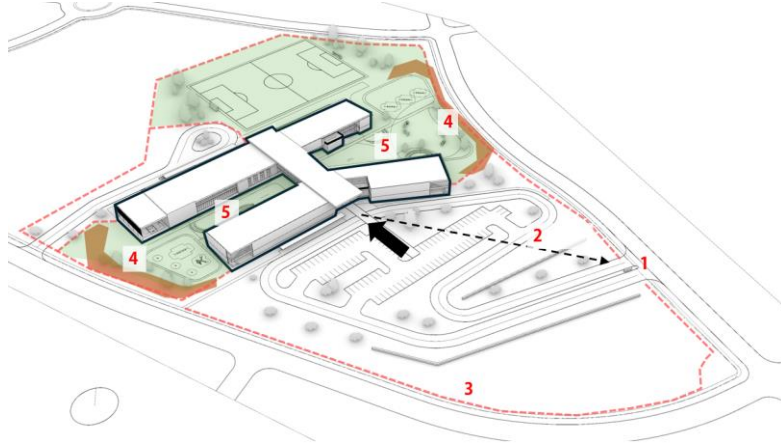
PROPOSED LAYOUT SECOND LEVEL

SAFE DESIGN STRATEGIES

The design seamlessly integrates HealthySafe strategies, prioritizing student well-being and safety. Thoughtful layouts ensure natural surveillance, secure courtyards foster outdoor engagement, and controlled access points enhance campus security. These elements work together to create an environment that is both inviting and protective, supporting a holistic approach to learning.



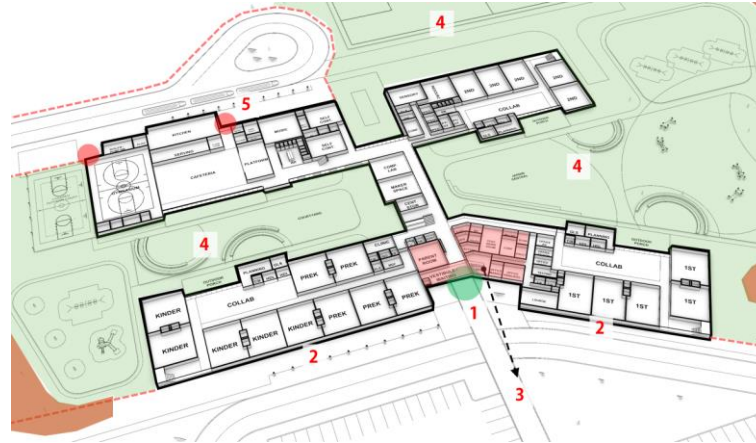
Secured Outdoors



DESIGN STRATEGIES

1. Controlled Access Points
2. Lines of Sight
3. Controlled Perimeter
4. Visibility to Play areas
5. Secured outdoor areas per TEA

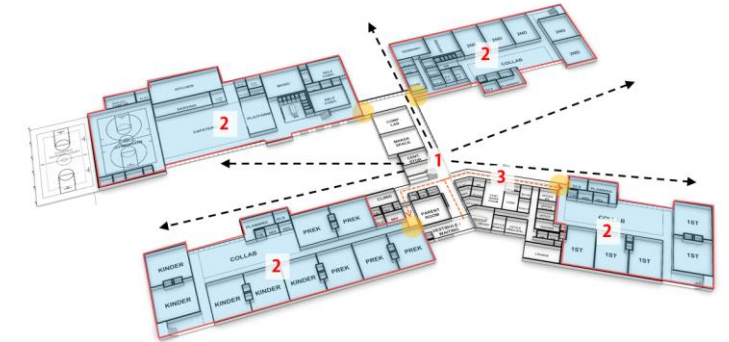
Controlled Access



DESIGN STRATEGIES

1. Secured Vestibule (Lvl 5)
2. Obscure Secondary access Points
3. Lines of Sight from Admin
4. Secured Outdoors
5. Reinforced Entry Points

Safe Learning



DESIGN STRATEGIES

1. Visibility and Supervision
2. Compartmentalization
3. Optimized Travel Distance
4. Integrated Safety Systems



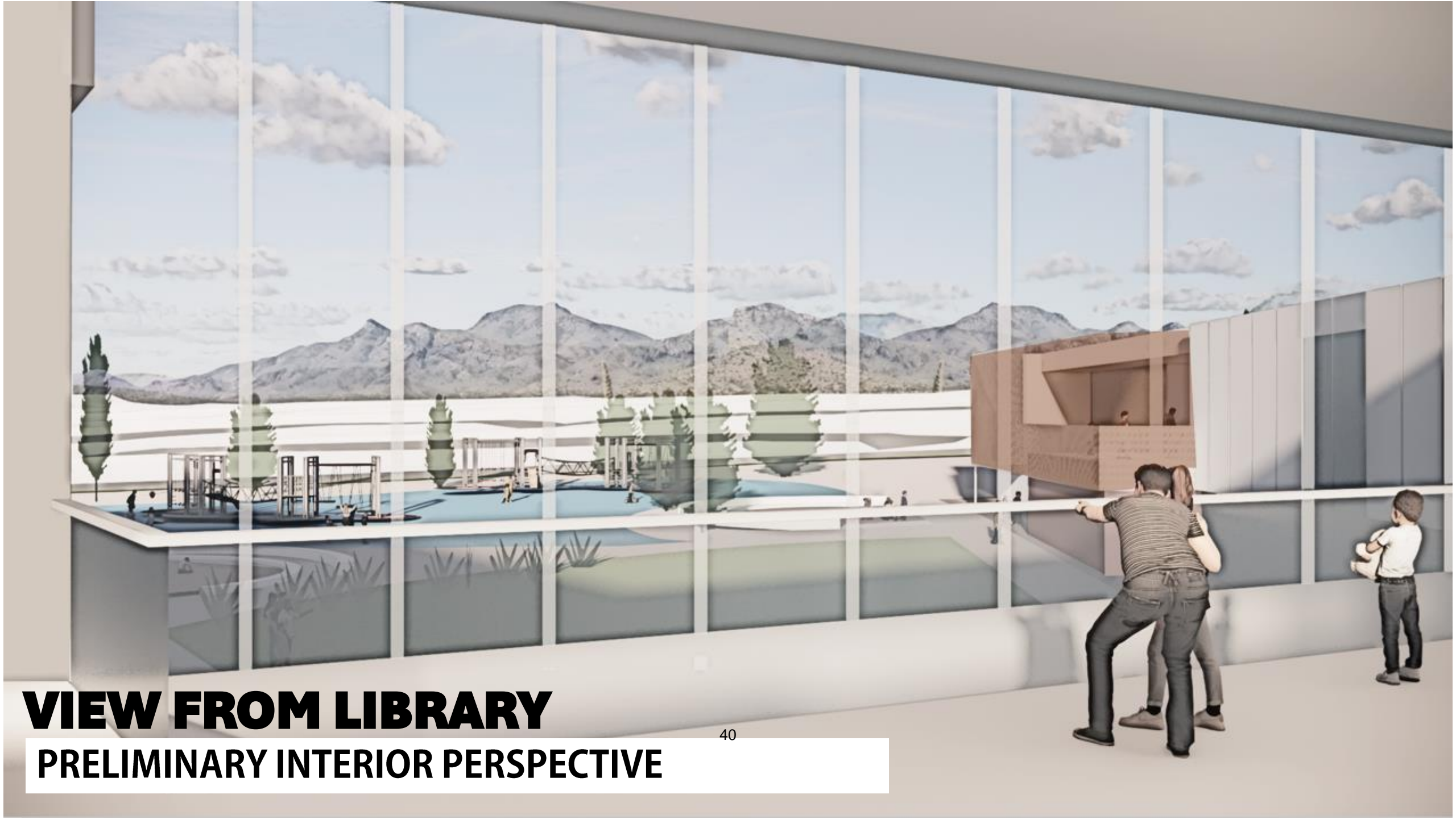
DRIVE APPROACH
PRELIMINARY EXTERIOR MASSING



FRONT ENTRANCE
PRELIMINARY EXTERIOR MASSING



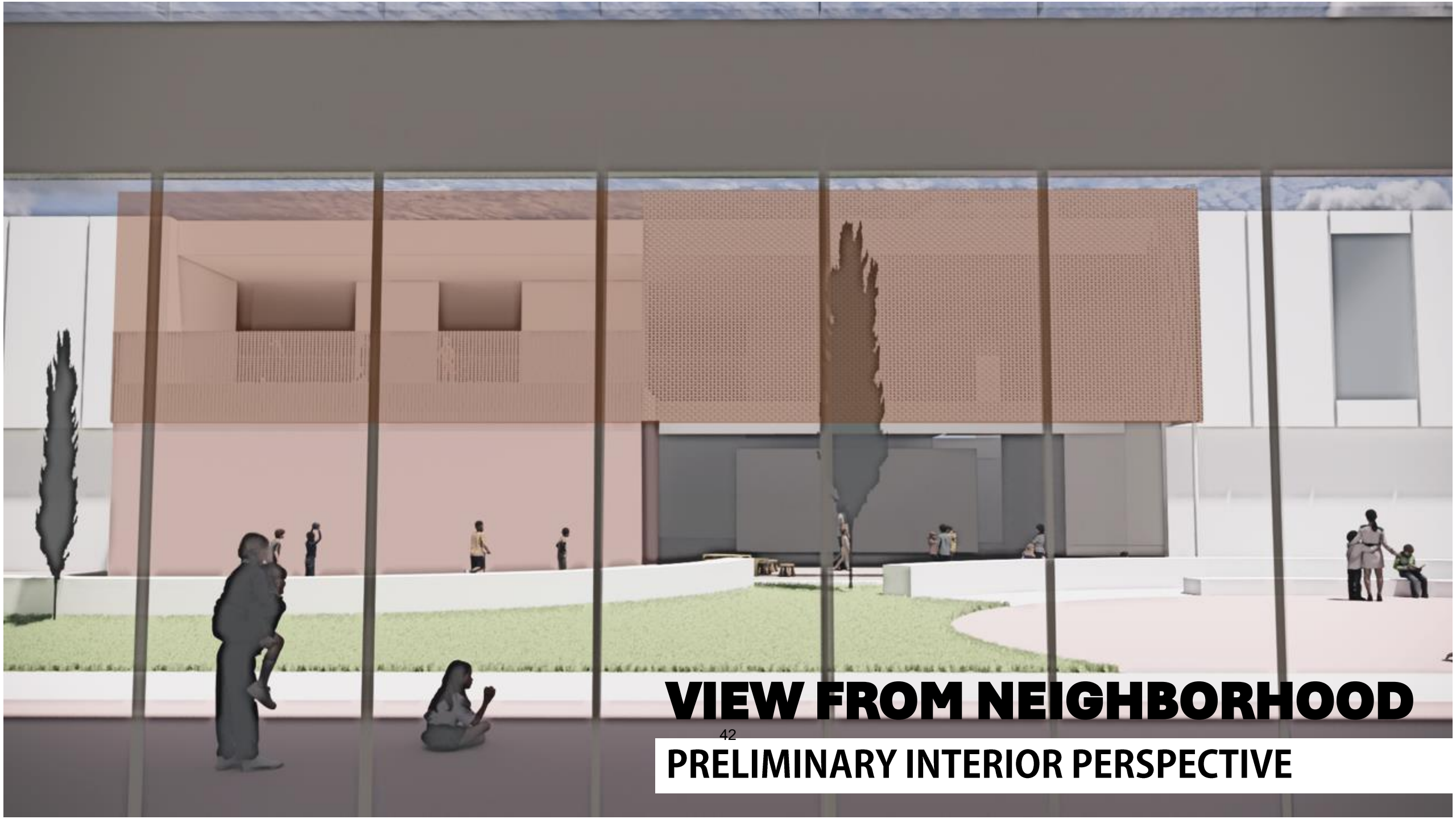
COURTYARD
PRELIMINARY EXTERIOR MASSING



VIEW FROM LIBRARY
PRELIMINARY INTERIOR PERSPECTIVE



NEIGHBORHOOD OUTDOOR ACCESS
PRELIMINARY EXTERIOR MASSING

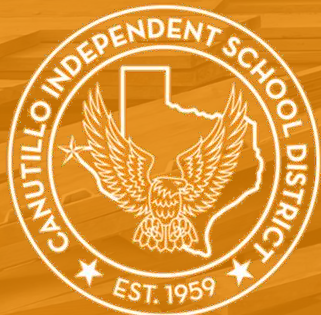


VIEW FROM NEIGHBORHOOD

42

PRELIMINARY INTERIOR PERSPECTIVE

CONSTRUCTION BUDGET



43

pfluger

CDA



LDCM SOLUTIONS, LLC
TRUST, VALUE, INTEGRITY

- **CONSTRUCTION BUDGET**
 - **\$48,004,878**

New Construction

- Administration
- Academic
- Fine Arts
- Health Clinic
- Special Education
- Library/Media Center
- Physical Education
- Visual & Fine Arts
- Food Services & Student Dining
- Building Support

Construction Cost Budget verified at completion of Schematic Design by



LDCM SOLUTIONS. LLC
TRUST, VALUE, INTEGRITY

MORE TO COME

Thank you!

pfluger

CDA 



LDCM SOLUTIONS. LLC
TRUST. VALUE. INTEGRITY



Mijares-Mora Architects

Childress ES

Damian ES

García ES

BILL CHILDRESS ELEMENTARY SCHOOL RENOVATIONS

SCOPE OF WORK & CONSTRUCTION BUDGET

- **Scope of Work:**

Base Non-Negotiable:

1. New Secure Vestibule.
2. Provide Infrastructure to Replace & Expand Security Camera System.
3. Provide Infrastructure for New Alarm System for Breach Events.
4. Update Existing Fire Alarm System.
5. Provide Infrastructure and completely upgrade existing Public Address System with support for Emergency. Notifications & Two-way communications.
6. Washdown roof and remove all debris from roof top. Replace flashing sealants. Replace walk pads.
7. Remove existing roof top cooling units and replace with packaged heating, ventilation, and air conditioning roof top units, one per classroom. Existing boiler to be abandoned.
8. Provide Infrastructure for upgrades on Network Switches & Cabling.
9. Provide Infrastructure for Wi-Fi Upgrades.

Project Alternates:

10. Replace Black Top with Post Tension Concrete Slab.
11. Remove all carpet and replace with Luxury Vinyl Tile (LVT).
12. Replace Millwork & Sinks in all Classrooms.
13. Provide Shade Structures near Soccer Field.
14. Renovate Science Labs, Computer Labs, & Library. Improvement would include:
 - New flooring, paint, millwork, & light fixtures.

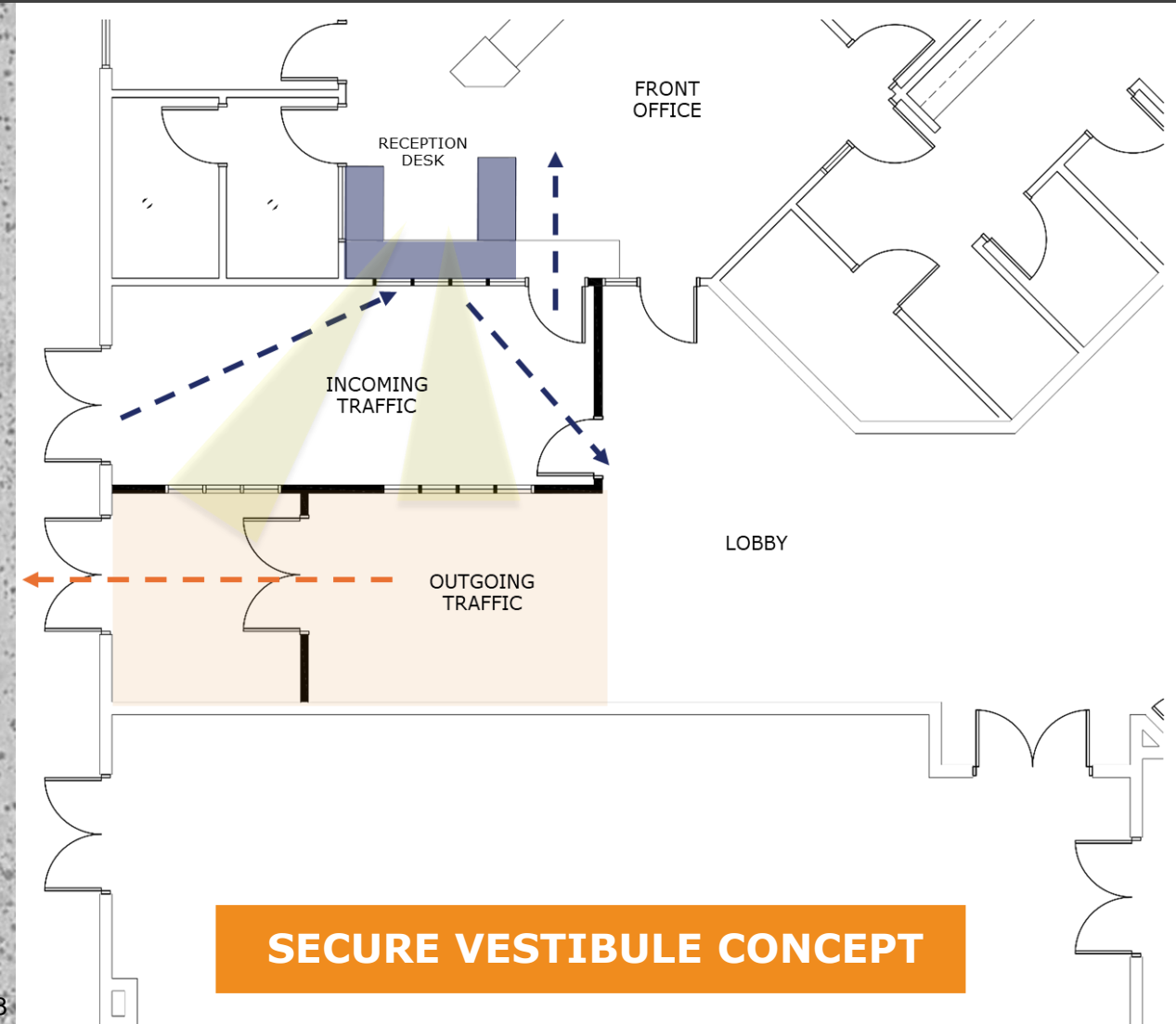
- **Construction Budget:**

Construction Cost Budget included in 2024 Bond Referendum:	\$ 5,030,471.00
Construction Cost Budget less cost of 3 rd Party IT/Security Work:	\$ 4,961,053.00

BILL CHILDRESS ELEMENTARY SCHOOL RENOVATIONS

SITE & SECURE VESTIBULE PLAN

PROCEDEO



48

JOSE H. DAMIAN ELEMENTARY SCHOOL RENOVATIONS

SCOPE OF WORK & CONSTRUCTION BUDGET

- **Scope of Work:**

Base Non-Negotiable:

1. New Secure Vestibule.
2. Provide Infrastructure to Replace & Expand Security Camera System.
3. Provide Infrastructure for New Alarm System for Breach Events.
4. Update Existing Fire Alarm System.
5. Provide Infrastructure and completely upgrade existing Public Address System with support for Emergency. Notifications & Two-way communications.
6. Washdown roof and remove all debris from roof top. Replace flashing sealants. Replace walk pads.
7. Remove existing roof top cooling units and replace with packaged heating, ventilation, and air conditioning roof top units, one per classroom. Existing boiler to be abandoned.
8. Provide Infrastructure for upgrades on Network Switches & Cabling.
9. Provide Infrastructure for Wi-Fi Upgrades.

Project Alternates:

11. Provide Additional Restrooms for students.
12. Repaint Interior Throughout. To include repairs to cracks.
13. Multipurpose Space for large events. (Combine 2 classrooms with exterior door. - 400 Hall)
14. Seal all Masonry Joints. As needed.
15. Repair Stucco & Paint Exterior.
16. Replace all water heaters. As needed.

- **Construction Budget:**

Construction Cost Budget included in 2024 Bond Referendum:	\$ 5,030,471.00
Construction Cost Budget less cost of 3 rd Party IT/Security Work:	\$ 4,969,879.00

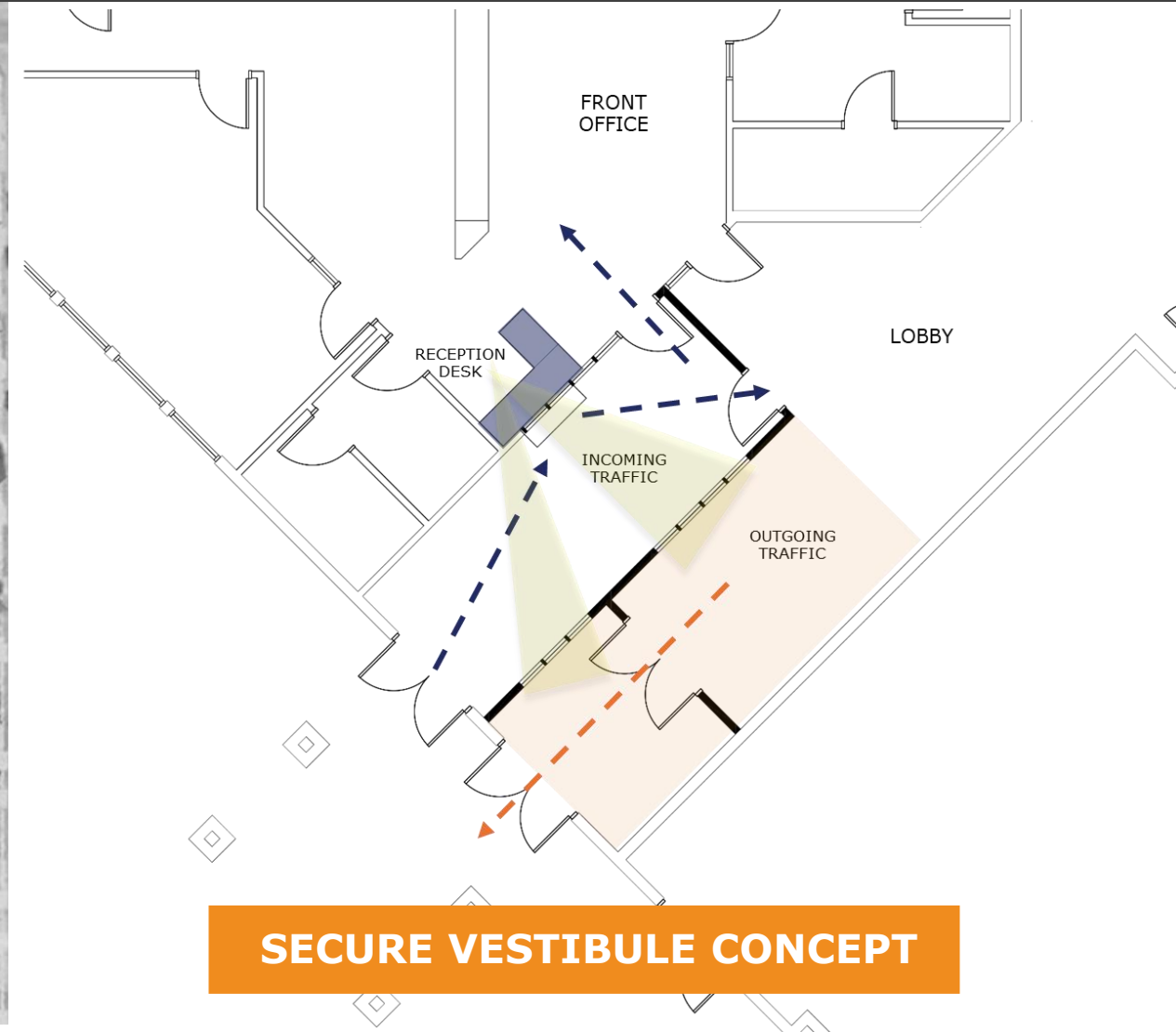
JOSE H. DAMIAN ELEMENTARY SCHOOL RENOVATIONS

SITE & SECURE VESTIBULE PLAN

PROCEDEO



50



- **Scope of Work:**

- **Base Non-Negotiable:**

1. New Secure Vestibule.
2. Provide Infrastructure to Replace & Expand Security Camera System.
3. Provide Infrastructure for New Alarm System for Breach Events.
4. Update Existing Fire Alarm System.
5. Provide Infrastructure and completely upgrade existing Public Address System with support for Emergency. Notifications & Two-way communications.
6. Washdown roof and remove all debris from roof top. Replace flashing sealants. Replace walk pads.
7. Remove existing roof top cooling units and replace with packaged heating, ventilation, and air conditioning roof top units, one per classroom.
8. Provide Infrastructure for upgrades on Network Switches & Cabling.
9. Provide Infrastructure for Wi-Fi Upgrades.

- **Project Alternates:**

11. Clean out existing ductwork.
12. Replace all water heaters. As needed.
13. Provide additional restrooms for staff.
14. Repaint Interior Throughout. As needed.
15. Provide speaker system for the stage in the gym.
16. Replace Playground canopies.

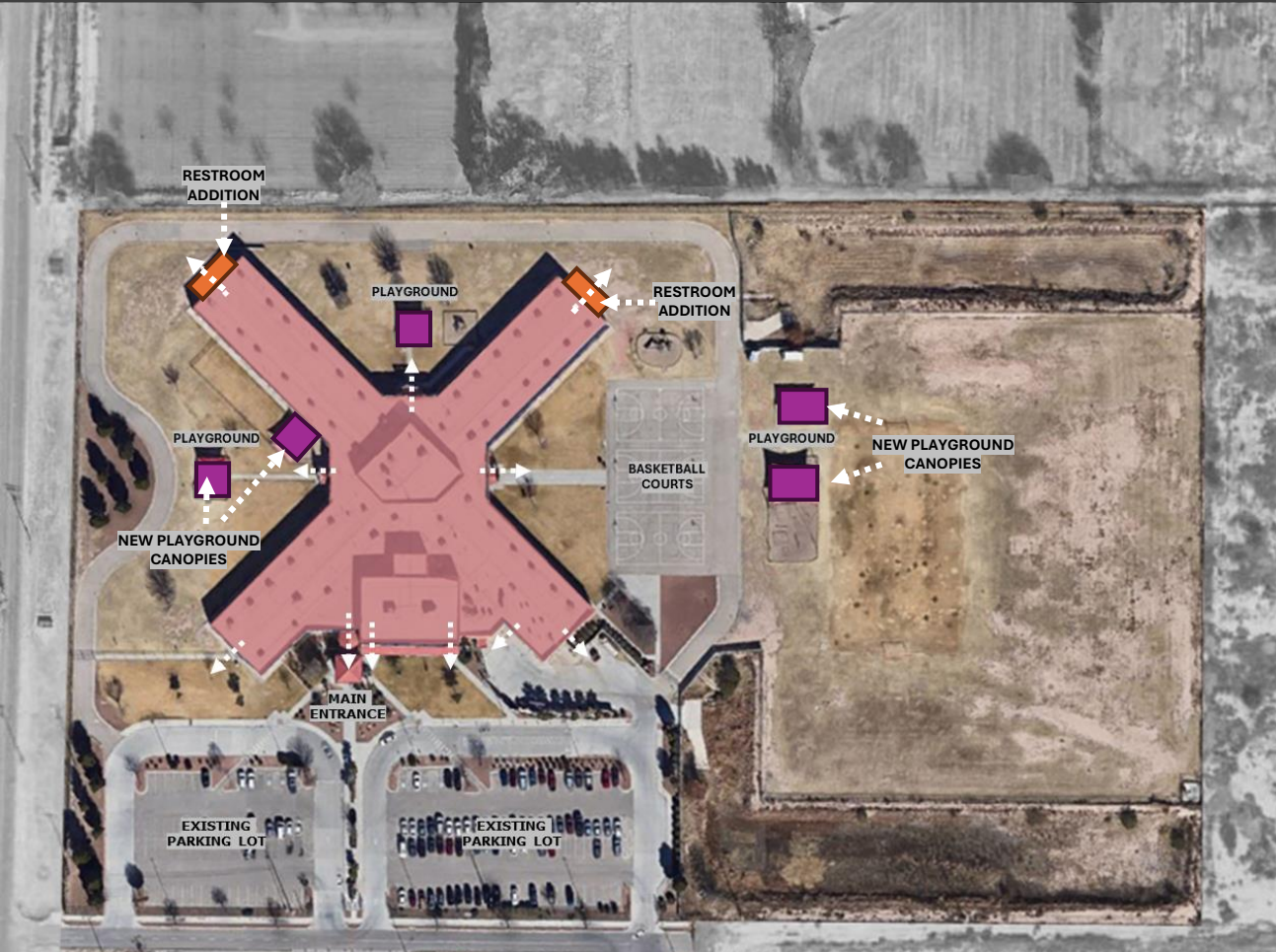
- **Construction Budget:**

Construction Cost Budget included in 2024 Bond Referendum:	\$ 4,869,400.00
Construction Cost Budget less cost of 3 rd Party IT/Security Work:	\$ 4,779,387.00

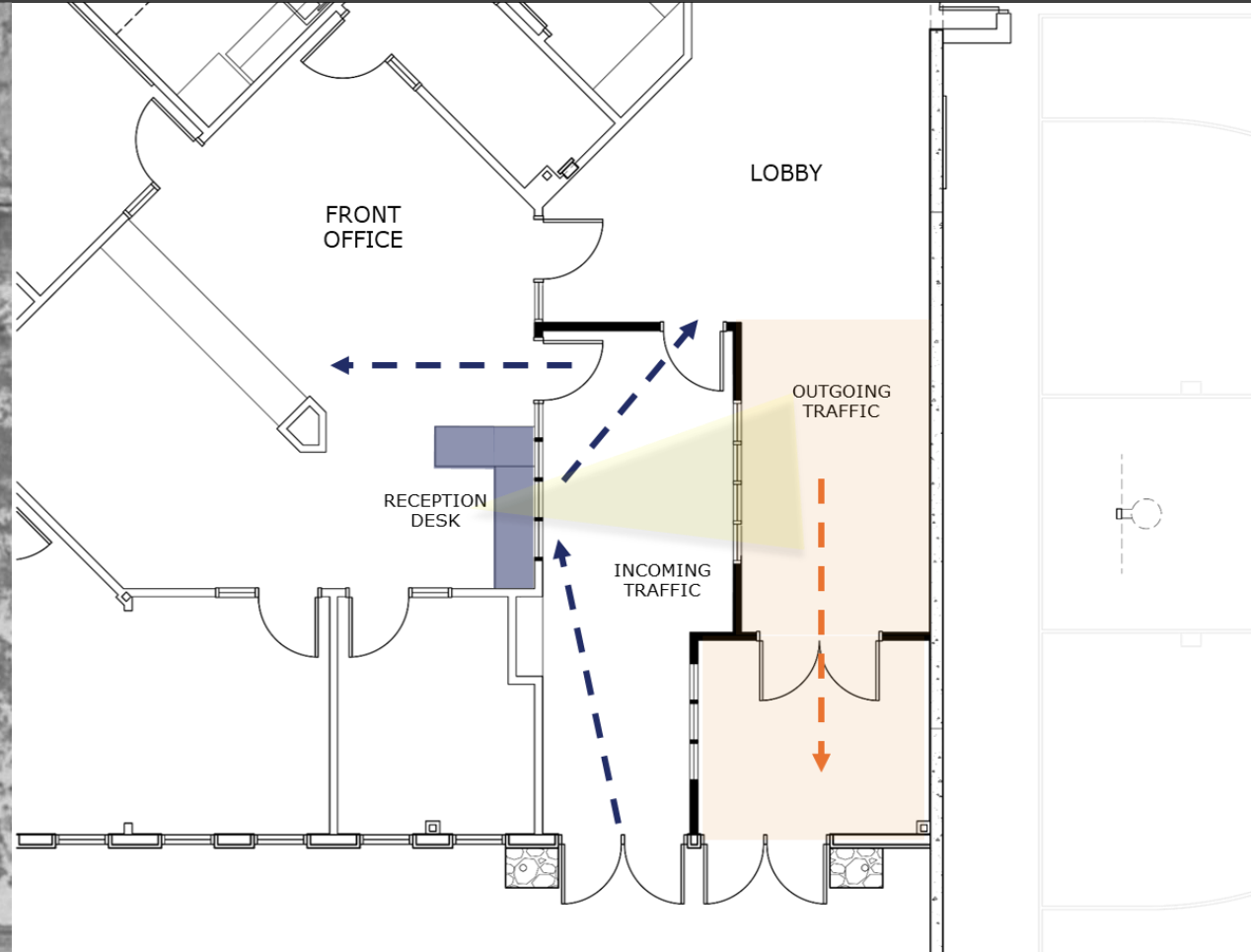
GONZALO & SOFIA GARCIA ELEMENTARY SCHOOL RENOVATIONS

SITE & SECURE VESTIBULE PLAN

PROCEDEO



SITE PLAN



SECURE VESTIBULE CONCEPT



GA Architecture Inc.

Reyes ES

Canutillo ES

Canutillo HS



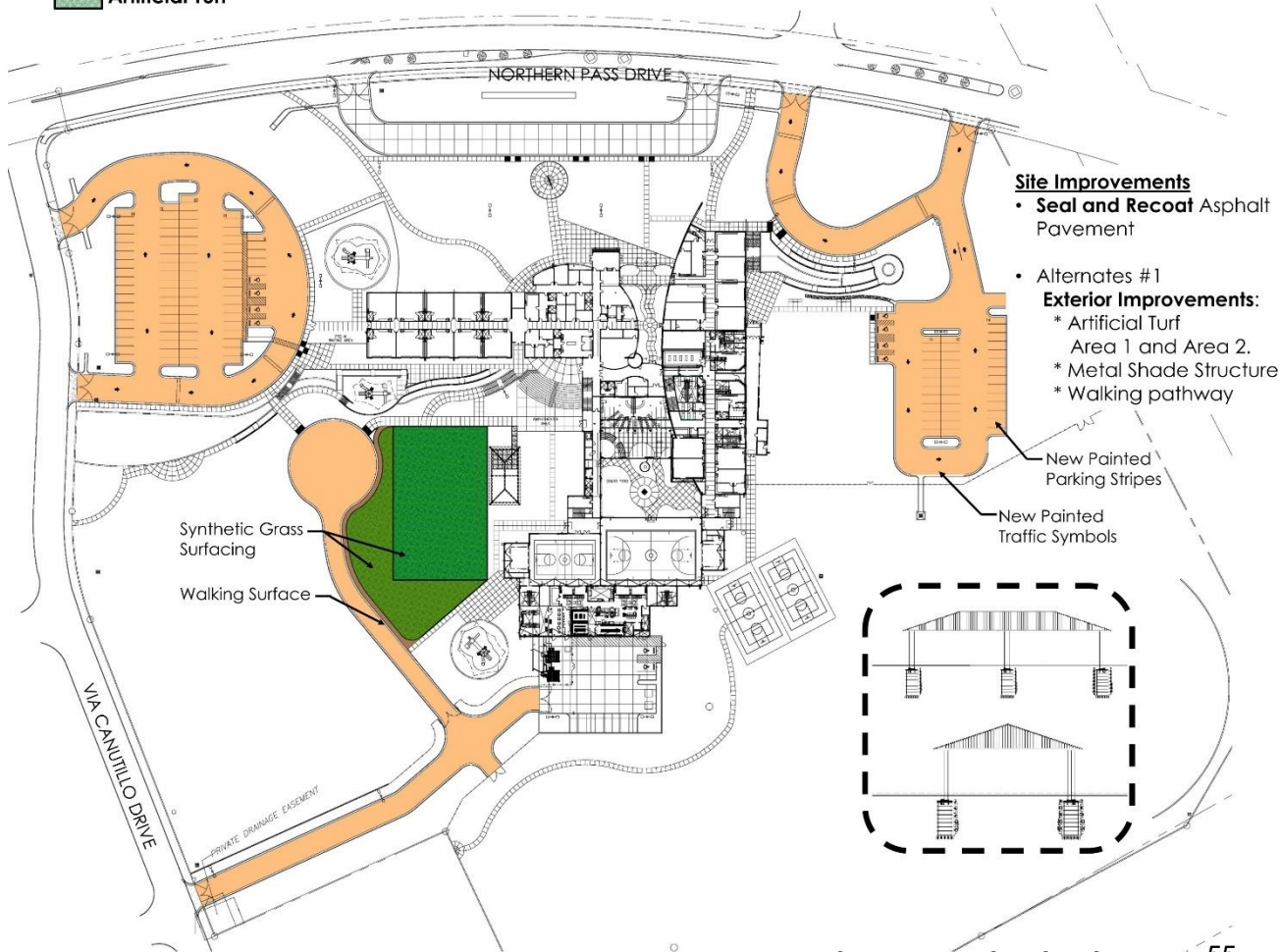
CISD – Reyes Elementary School Upgrade

Board Meeting

29 January 2025

CISD: Reyes Elementary School

- Extent of re-seal and application of new protective coat to all asphalt surfaces
- Artificial Turf



OVERALL SITE PLAN

NON-NEGOTIABLE ITEMS

- MEP-INSTALL BACKUP CHILLER & COOLING TOWER
- UPGRADE NETWORK SWITCHES & CABLING (ROUGH-IN)

- UPGRADE SECURITY CAMERAS (ROUGH-IN)
- NEW INSTRUCTIONAL TECHNOLOGY (ROUGH-IN)
- PROVIDE WIRELESS ACCESS POINTS (ROUGH-IN)

PROJECT ALTERNATES

- **ALTERNATE #1:**
 - RESEAL AND RECOAT ASPHALT PAVEMENTS

- **ALTERNATE #2:**
 - ARTIFICIAL TURF AREA 1 AND AREA 2 & WALKING SURFACE
 - METAL SHADE STRUCTURE

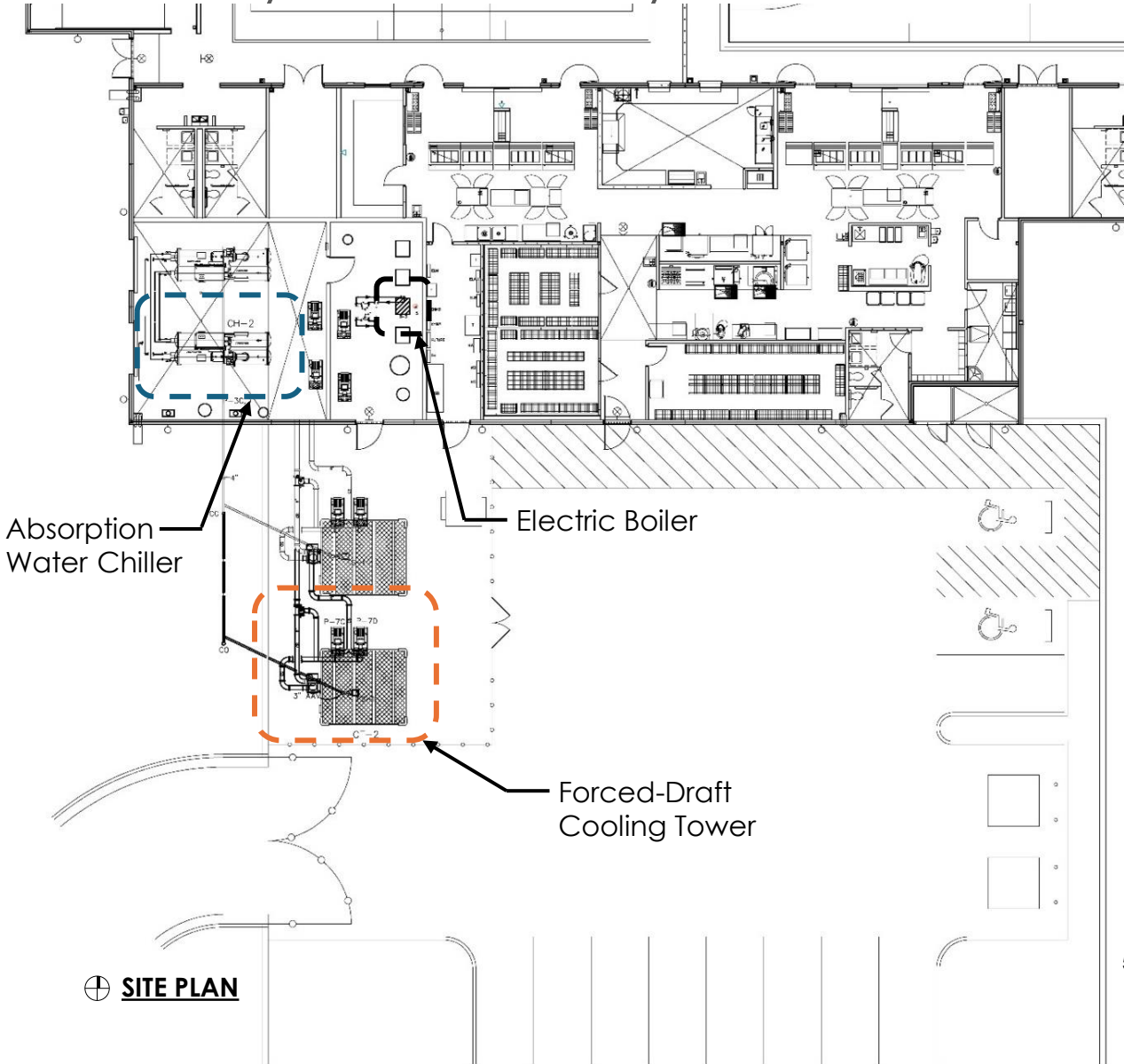
Construction Cost Budget included in 2024 Bond Referendum:

\$1,795,591.00

Construction Cost Budget less cost of 3rd Party IT/Security Work:

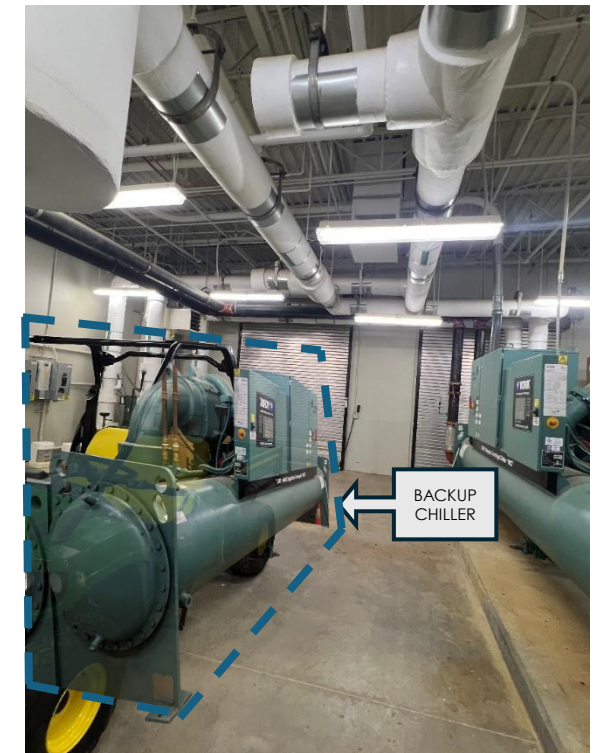
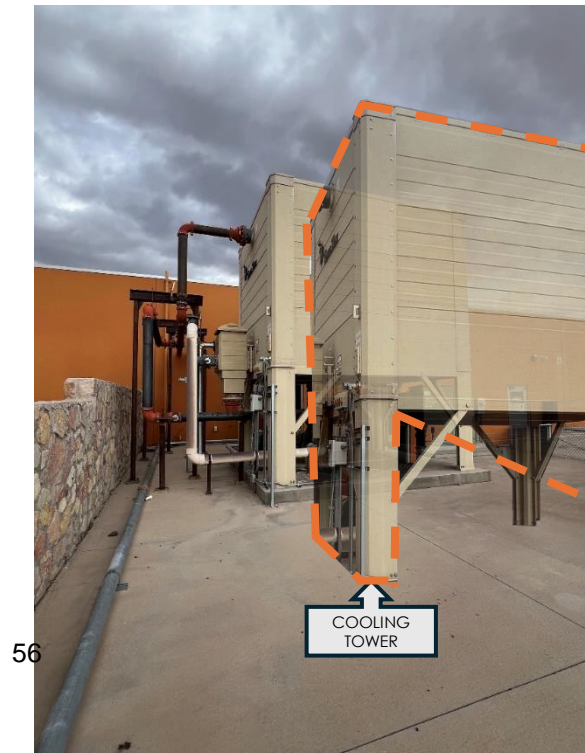
\$1,019,629.00

CISD: Reyes Elementary School



Mechanical/Plumbing Upgrades

- Mechanical Improvements
- **Provide** Backup Chiller
- **Provide** Backup Cooling Tower





CISD – Canutillo Elementary School Upgrade

Board Meeting

29 January 2025



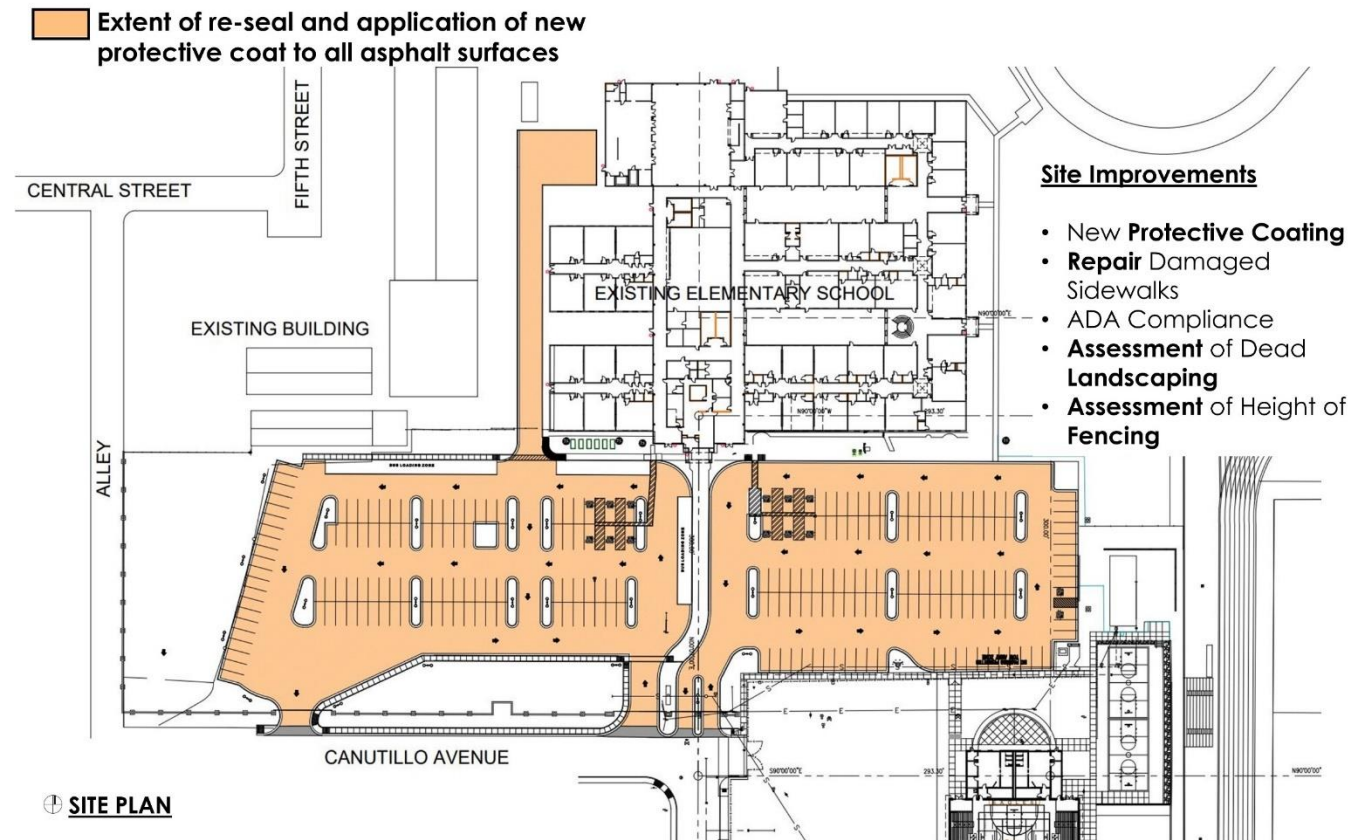
57



CISD: Canutillo Elementary School

NON-NEGOTIABLE ITEMS

- SAFETY AND SECURITY
- MODERNIZE FIRE ALARM SYSTEM
- MODERNIZE PA SYSTEM
- EMERGENCY NOTIFICATIONS & TWO-WAY COMM.
- RE-ROOFING OF BUILDING
- RESEAL AND RE-FLASHING OF PARAPET WALLS
- REPLACE SECURITY CAMERAS (ROUGH-IN)
- ACCESS CONTROL SYSTEM (ROUGH-IN)
- UPGRADE NETWORK INFRASTRUCTURE (ROUGH-IN)
- INSTALL WIRELESS ACCESS POINTS (ROUGH-IN)
- REPLACE MECHANICAL UNITS

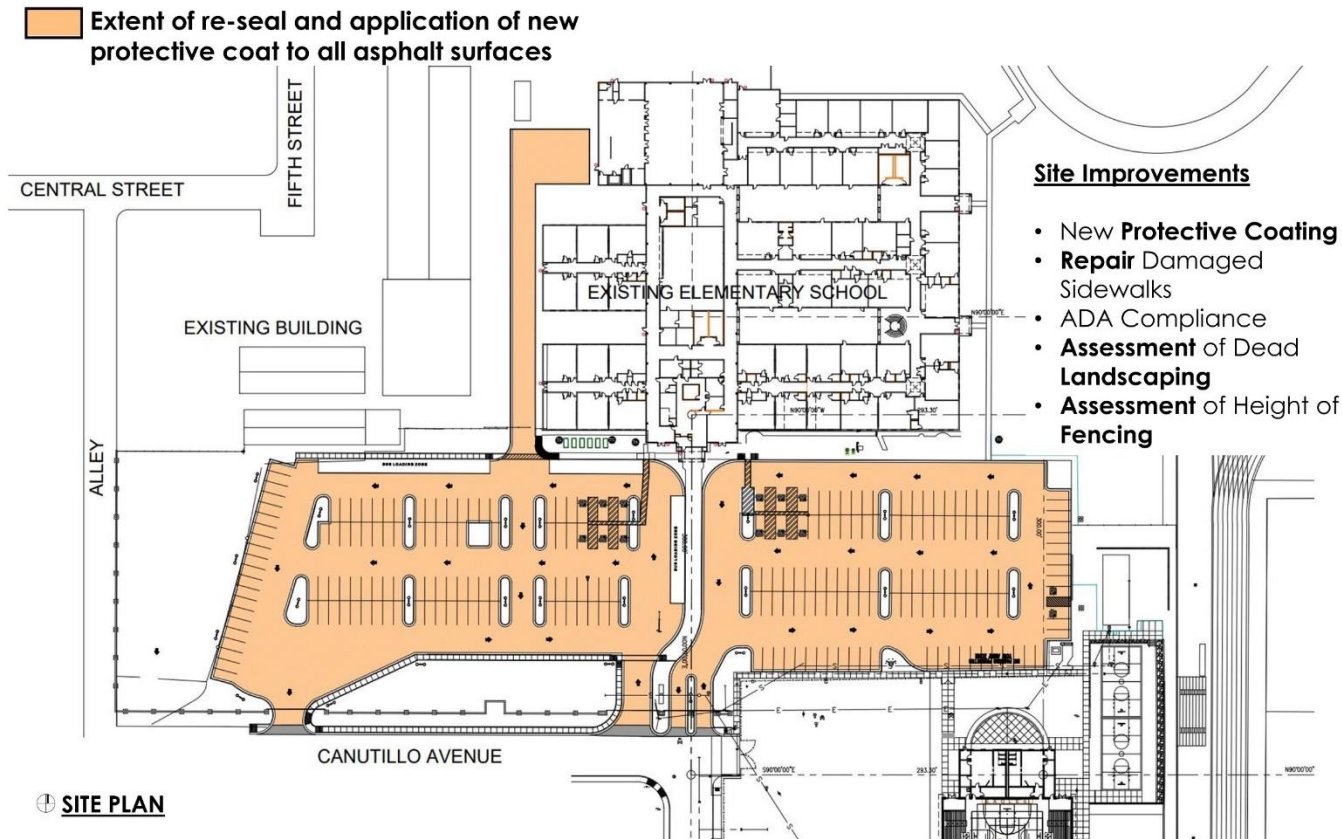


CISD: Canutillo Elementary School

ALTERNATES

- **ALTERNATE #1**
 - SECOND MEANS OF EGRESS FOR BUSES

- **ALTERNATE #2**
 - FULLY SPRINKLERED SYSTEM
 - RESEAL ALL PAVEMENT
 - REPLACE OLD WATER HEATERS
 - REPLACE EXISTING WINDOW BLINDS
 - REPLACE EXISTING MECHANICAL UNITS



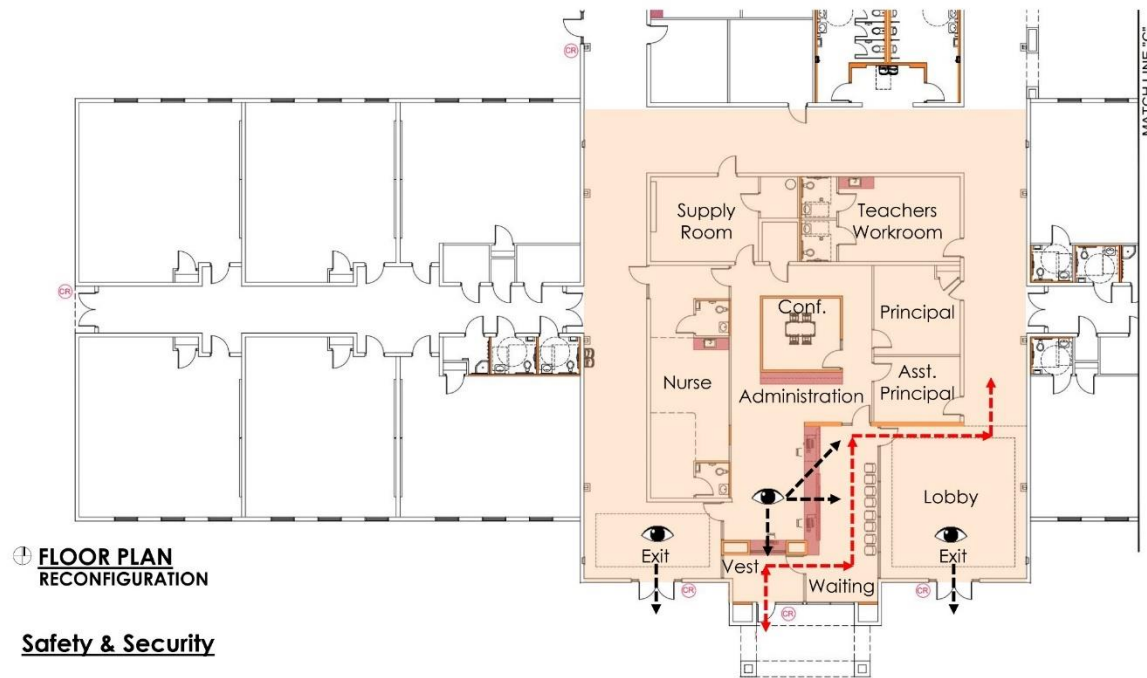
Construction Cost Budget included in 2024 Bond Referendum:

\$7,609,887.00

Construction Cost Budget less cost of 3rd Party IT/Security Work:

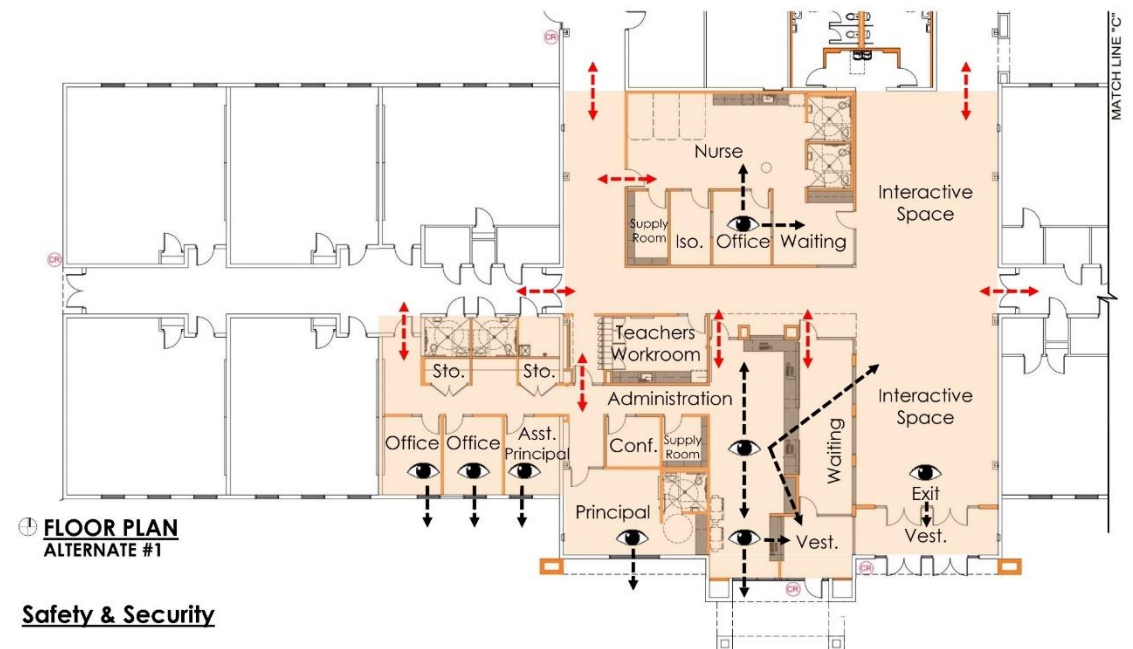
\$6,354,236.00

CISD: Canutillo Elementary School



Safety & Security

- New **Secure Entry Vestibule** at the main entrance of the school to enhance building security and control access
- **Access Control Card Readers rough-in (interior and exterior) (CISD)**
- **Emergency Notification** and two-way communication (CISD)
- Install Uniform Signage



Safety & Security

- New **Secure Entry Vestibule** at the main entrance of the school to enhance building security and control access
- **Access Control Card Readers rough-in (interior and exterior) (CISD)**
- **Emergency Notification** and two-way communication (CISD)
- Install Uniform Signage



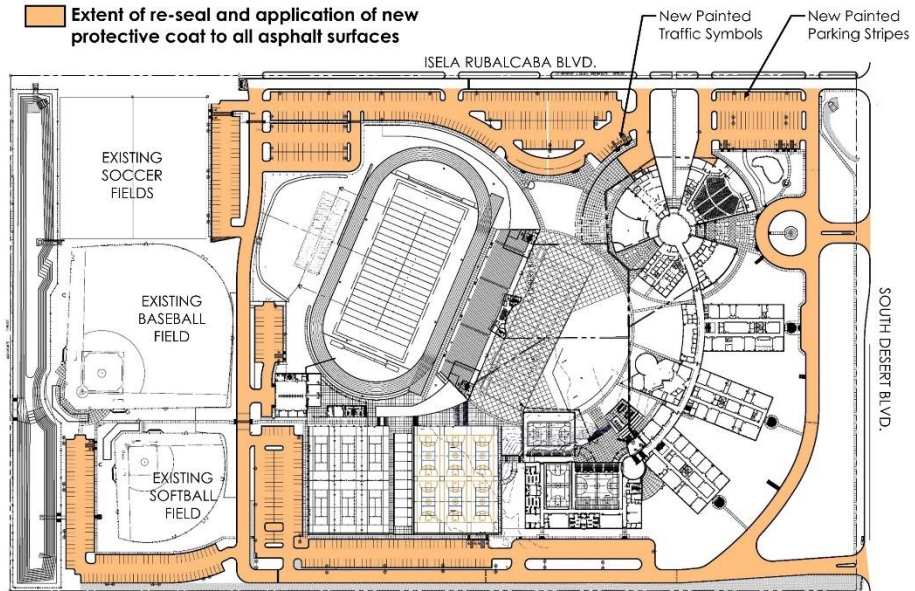
CISD – Canutillo High School Upgrade

Board Meeting

29 January 2025

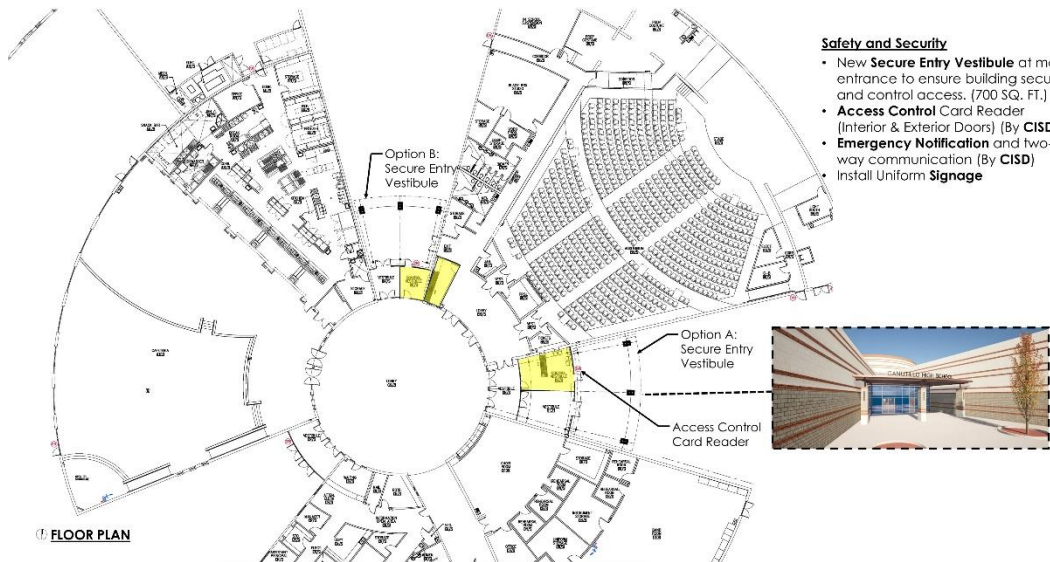
CISD: Canutillo High School

Extent of re-seal and application of new protective coat to all asphalt surfaces



OVERALL SITE PLAN

New Painted Traffic Symbols
New Painted Parking Stripes



FLOOR PLAN

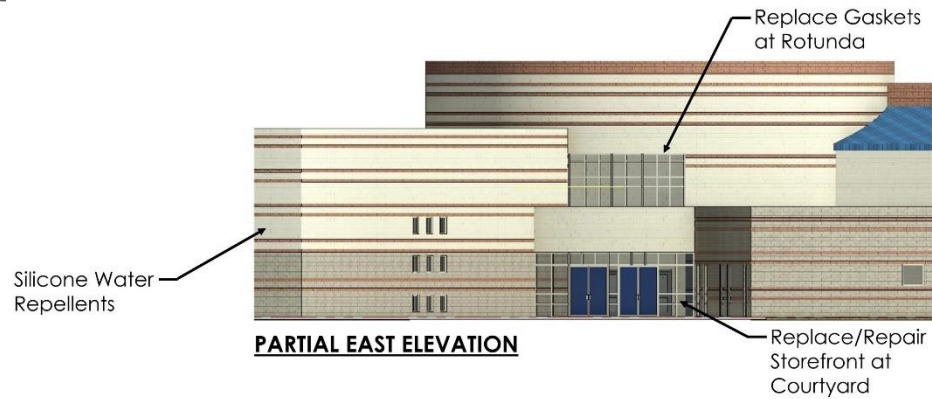
Safety and Security

- New **Secure Entry Vestibule** at main entrance to ensure building security and control access. (700 SQ. FT.)
- **Access Control** Card Reader (Interior & Exterior Doors) (By CISD)
- **Emergency Notification** and two-way communication (By CISD)
- Install Uniform **Signage**

NON-NEGOTIABLES

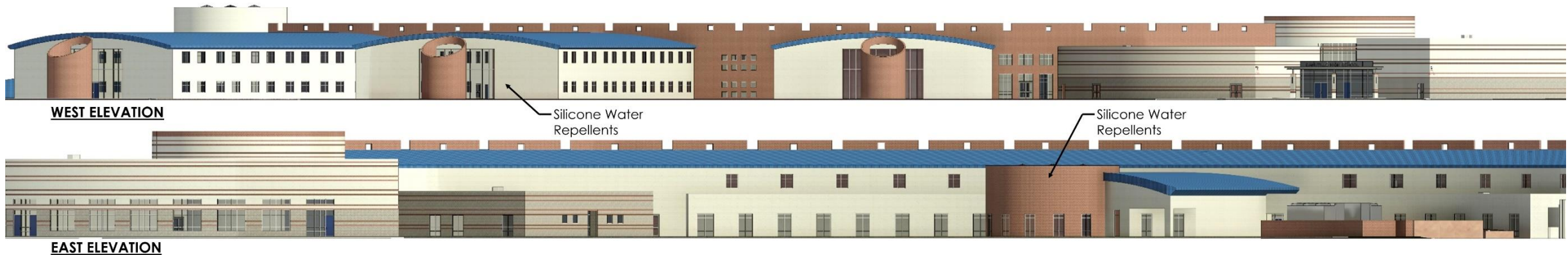
- NEW SECURE ENTRY VESTIBULE
- RE-ROOFING
- REPAIR METAL ROOF AND CANOPIES
- NEW COOLING TOWERS, BOILERS & PUMPS
- REPLACE EVAPORATIVE COOLING SYSTEM
- REPLACE ALL T8 LIGHT FIXTURES
- CTE UPGRADE
- UPGRADE PA SYSTEM
- NEW FIRE ALARM SYSTEM
- UPGRADE EXISTING CAMERAS (ROUGH-IN)
- ACCESS CONTROL SYSTEM (ROUGH-IN)
- NEW WIRELESS ACCESS POINTS (ROUGH-IN)

CISD: Canutillo High School



ALTERNATES

- SIDEWALK AT TXDOT AND ADA
- RE-SEAL ALL PAVEMENT
- REPLACE AND REPAIR WINDOW WALL GASKETS
- RESEAL EXTERIOR MASONRY
- REPLACING CEILINGS
- NEW INSTRUCTIONAL TECHNOLOGY (ROUGH-IN)
- NEW BASKETBALL AND TENNIS COURTS
- NEW HEAT PUMPS (APPROX. COST)



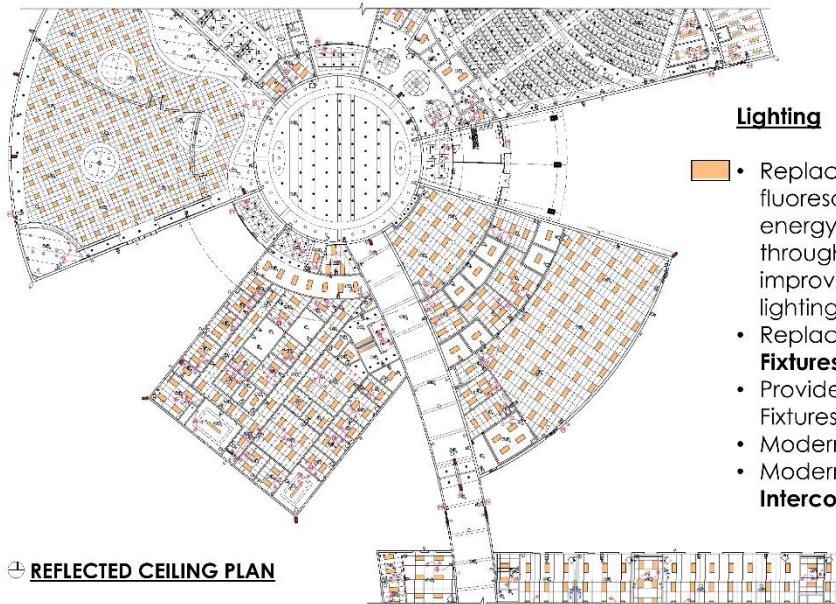
Construction Cost Budget included in 2024 Bond Referendum:

\$13, 243,486.00

Construction Cost Budget less cost of 3rd Party IT/Security Work:

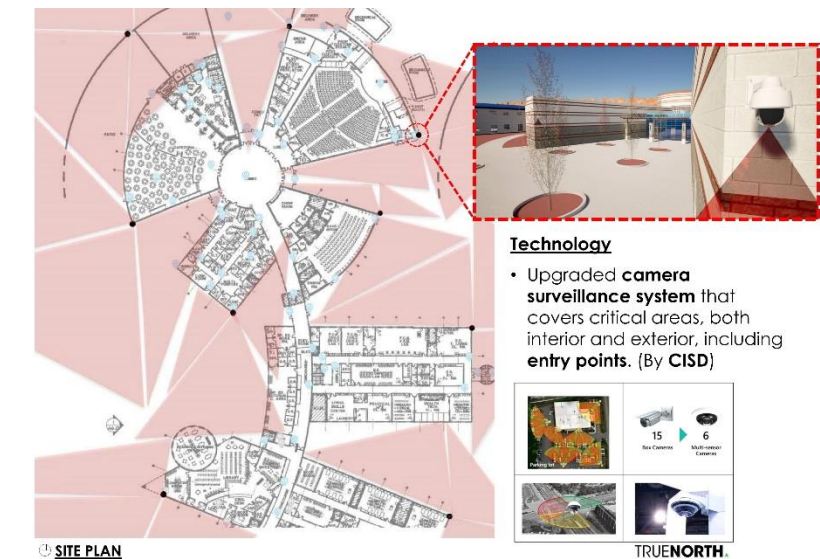
\$10,505,597.00

CISD: Canutillo High School



Lighting

- Replace all existing T8 fluorescent **lighting fixtures** with energy-efficient LED lighting throughout the facility, improving energy savings and lighting quality
- Replace all **Emergency Light Fixtures**
- Provide Exit Emergency Light Fixtures
- Modernize **Fire Alarm System**
- Modernize **Public Address & Intercom System**



Technology

- Upgraded **camera surveillance system** that covers critical areas, both interior and exterior, including entry points. (By CISD)



TRUENORTH

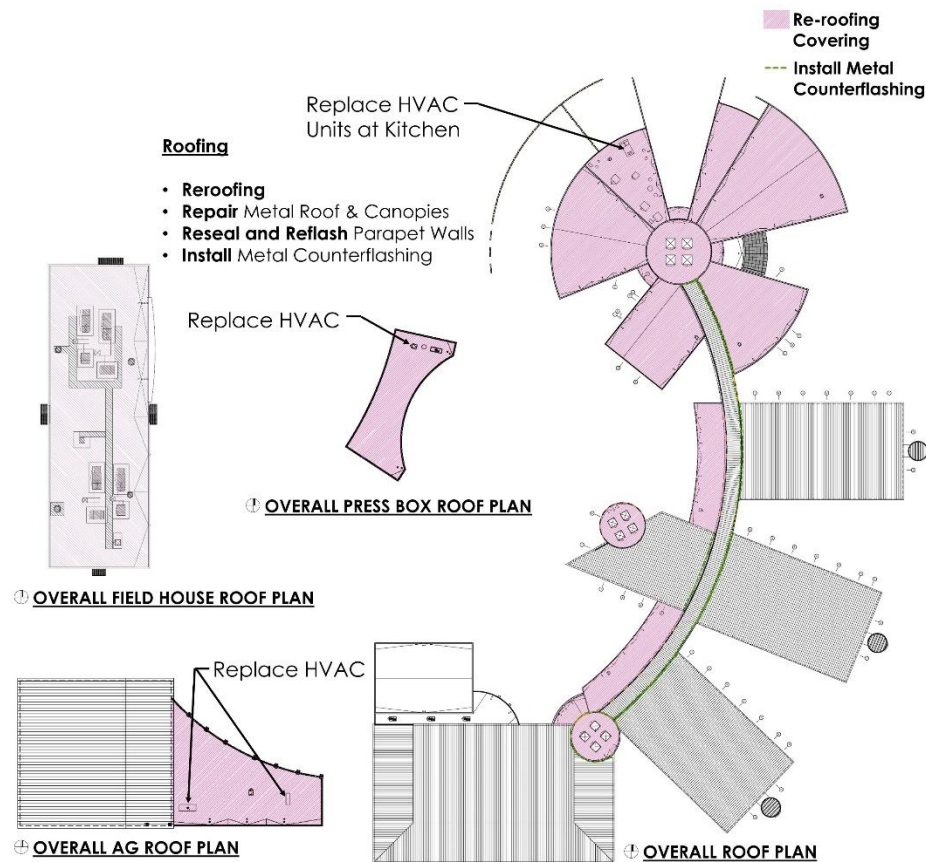
Plumbing Upgrades

- HVAC Improvements
- **Replace** Evaporative Cooling System
- **Replace** Old Water Heaters and Drinking Fountains



Roofing

- **Reroofing**
- **Repair** Metal Roof & Canopies
- **Reseal and Reflash** Parapet Walls
- **Install** Metal Counterflashing





MNK Architecture Inc.

NW Early College HS

Northwest Early College

Community Meeting #4





YOU
End Users and Stakeholders

PROCEDEO
Bond Managers

JORDAN FOSTER
CONSTRUCTION
Construction Manager at Risk

MNK
ARCHITECTS
Architect

DLRGROUP
K-12 Consulting

SLI
Civil Engineering

kilo.
Structural Engineering

67
ALPHA
Electrical Engineering

Alegro
Engineering
Consulting Engineers
Mechanical & Plumbing

desert elements
LANDSCAPE DESIGN, LLC
Landscaping Design

PROJECT TEAM INTRODUCTIONS





MEET THE TEAM



Renee Jimenez
Principal Architect



Miguel Hernandez
Senior Project Manager



Naiti Mewada
Project Staff



Rafael Carreon
Lead Designer



Adrian Flores
Junior Designer



MEET THE TEAM



Ashok Kamath
Vice President



Victor Dominguez
*Director of
Preconstruction/ Chief
Estimator*



Jose Risco
Project Manager



Michael Blau
*Assistant Project
Manager*

COMMUNITY MEETING 1

10/23/2024

Site Organization and Exterior Visioning Session



Community Organization Visioning



71

Rooted in Tradition: The Familiar Campus Look



Enhanced Legacy: A Modernized Campus Look



Iconic Presence: A Statement of Innovation



COMMUNITY MEETING 2

11/19/2024

Site Plan Options and Functionality Considerations



Site Plan Thought Process

Site Plan Considerations

CONCEPT 1



CONCEPT 2



CONCEPT 3



LIKES

DISLIKES

- Athletics near grotto and parking for after-school events
- Fire access entrance through the campus
- Shade structures
- Fine Arts location
- Plaza
- Administration & Multi-purpose location near Griffin Circle
- Fine Arts shaded patio
- Amphitheater in Griffin Circle with seating and shade
- Grand shaded entrance
- The open spaces
- College feel
- Bus drop off location

- Shades should prevent rain
- Bus turnaround is needed
- Extend security fencing
- Road doesn't go all the way around
- Organic shadow structures
- Amphitheater is not secured
- No fabric shades
- 1 Story buildings only

- Less Buildings
- Site Layout and Placemnet of the Buildings
- The monument to five portables
- Amphitheater location capacity needs to be 300-400
- Open views with multi story building
- Bus drop-off location
- Classrooms all together / 2 story buildings
- Bridge between classroom buildings

- Parking too far
- Two story buildings
- Administration too far back
- Circular shades
- Far away from EPCC
- Long covered walkway
- Fine arts building should be near multi-purpose
- Site layout
- Lack of shaded areas near athletics building

- Safety
- Turnaround in the back goes further
- Using buildings for shade
- Outdoor athletics seating
- Bus drop-off area
- Open areas

- Too simple buildings / Cramped feeling
- No amphitheater
- No connection to the Grotto
- Athletics and fine arts location
- No space between buildings
- No movement
- Feels blocky
- Too boxy
- Less welcoming
- Traffic flow

COMMUNITY MEETING 3

12/04/2024

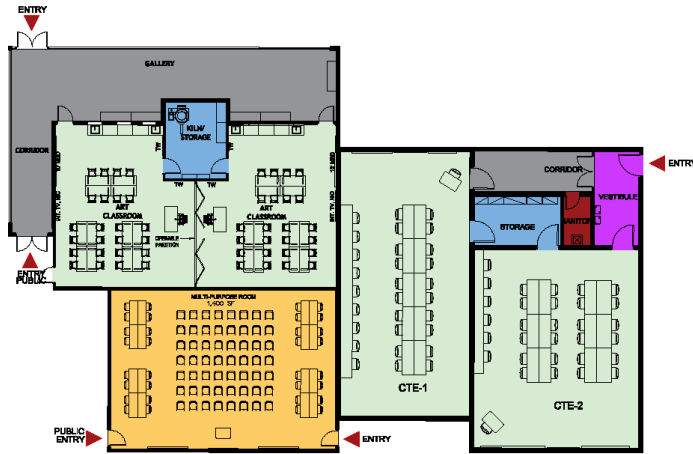
Final Site Plan Selection and Floor Plan Review





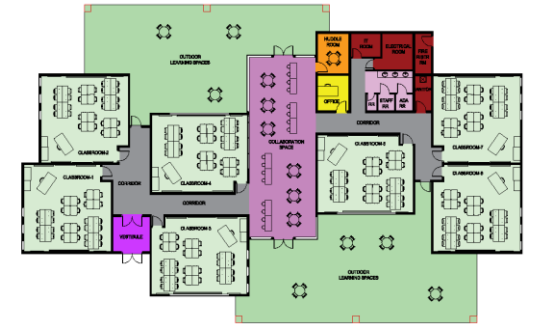


ADMINISTRATION BUILDING
SCALE: 1/8"-1/4"



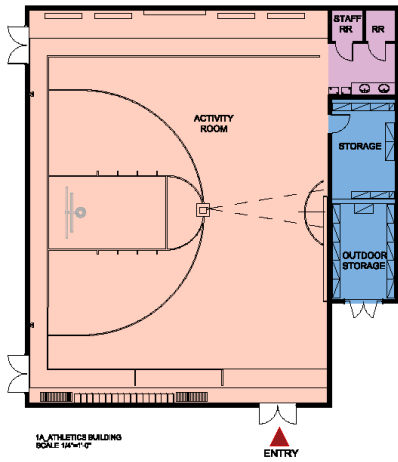
1A_ATHLETICS BUILDING

SCALE: 3/32"-1/0"



1A_CLASSROOM NEIGHBORHOOD

SCALE: 3/32"-1/0"

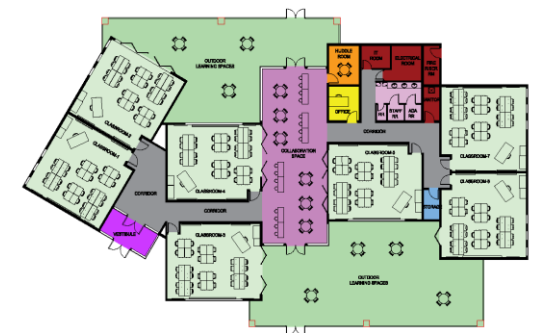


1A_ATHLETICS BUILDING
SCALE: 1/8"-1/4"



1A_SCIENCE BUILDING

SCALE: 1/16"-1/0"



1A_CLASSROOM NEIGHBORHOOD

SCALE: 3/32"-1/0"



SITE PLAN OPTION 1B

SCALE: 1" = 60'

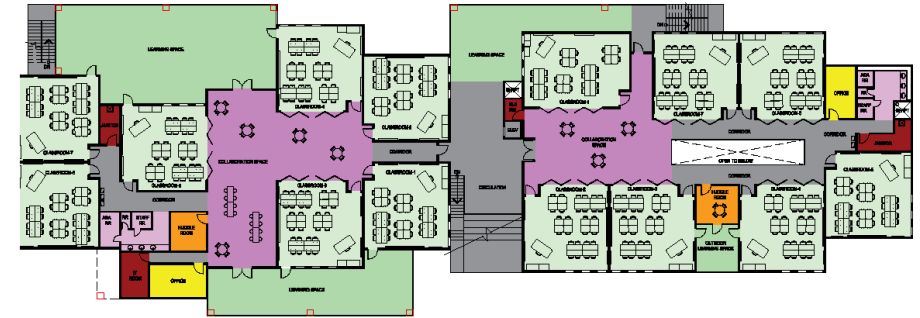


ADMINISTRATION BUILDING
SCALE: 1/8"-1/4"



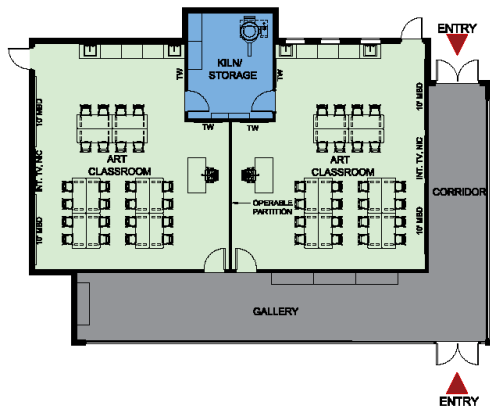
1B_SCIENCE BUILDING

SCALE: 1/16"-1/10"

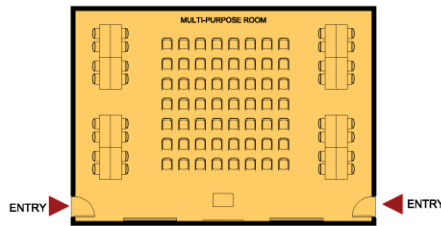


SECOND FLOOR
1B_CLASSROOM NEIGHBORHOOD

SCALE: 1/16"-1/10"

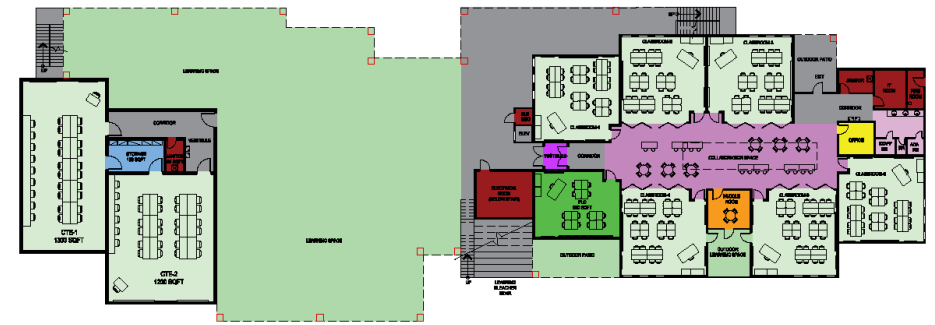


1B_FINE ARTS BUILDING



1B_MULTI-PURPOSE ROOM

SCALE: 1/4"-1/2"



FIRST FLOOR
1B_CLASSROOM NEIGHBORHOOD

SCALE: 1/16"-1/10"

SCALE: 1/8"-1/10"

Floor Plans – Concept 1B

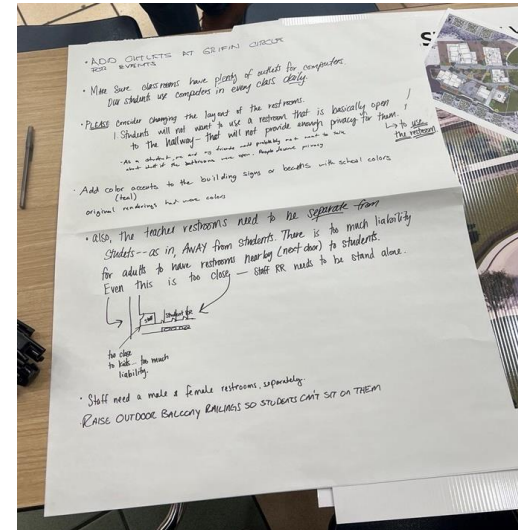
COMMUNITY MEETING 4

01/16/2024

District Bond Community Meeting

Community Comments

- Add Outlets/ Electrical at Griffin Circle
- Make sure classrooms have plenty of Outlets/ Electrical for computers our students use computers in every class daily
- PLEASE, Consider changing the layout of the restrooms.
- Students will not want to use a restroom that is basically open to the hallway – that will not provide enough privacy for them to use the restroom
- Add more color, accents to the building, signs or benches with school colors
- The teacher restrooms need to be separate from students – as in away from students. There is too much liability for adults to have restroom nearby (next door) to students.
- Staff need a male and female restrooms separately
- Raise outdoor balcony railings so students cannot sit on them.





BUS DROP-OFF

ATHLETICS

CTE

CLASSROOM NEIGHBORHOOD

EXISTING GRIFFIN GROTTO (CAFETERIA)

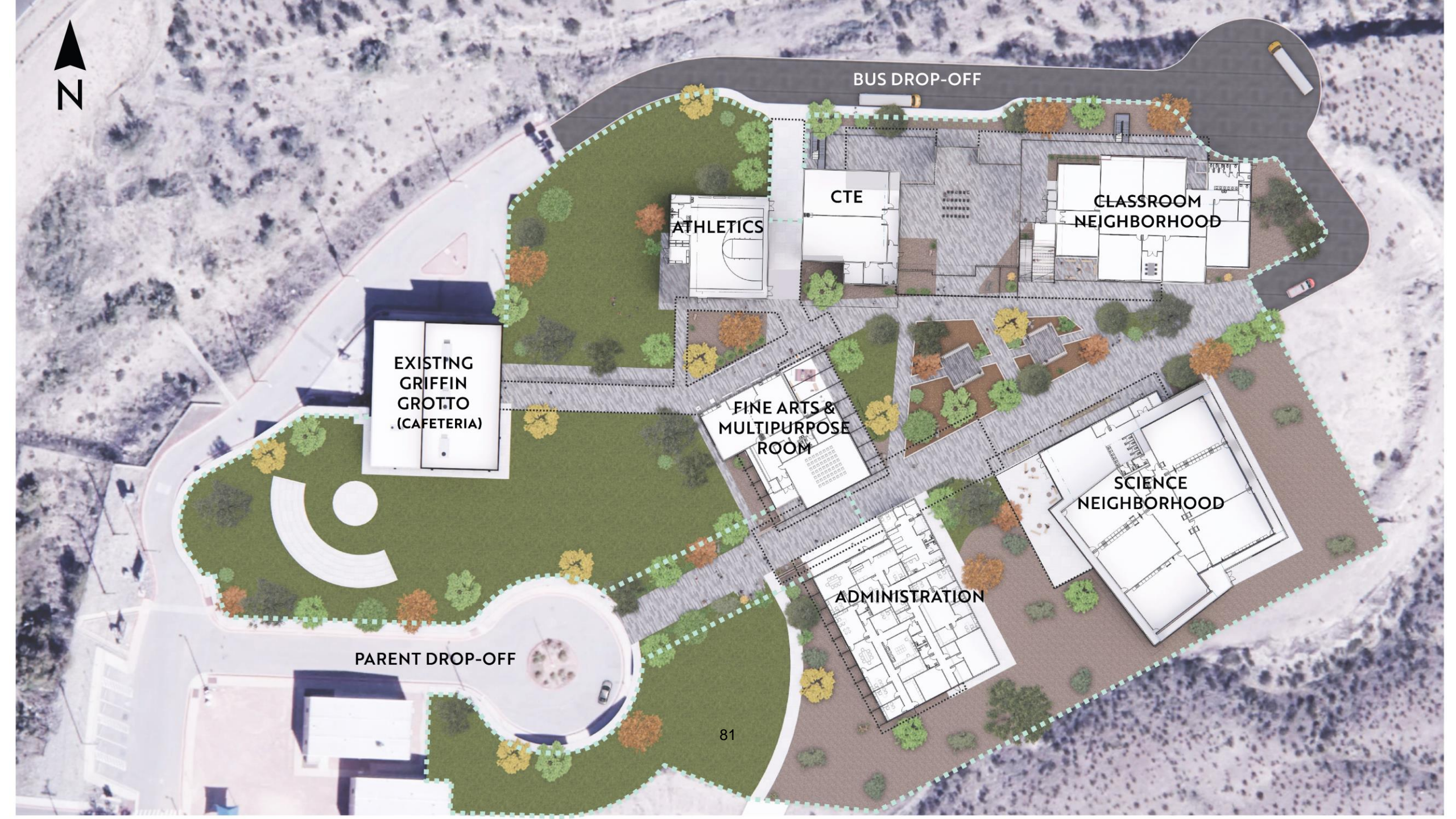
FINE ARTS & MULTIPURPOSE ROOM

SCIENCE NEIGHBORHOOD

ADMINISTRATION

PARENT DROP-OFF

81





NORTHWEST EARLY COLLEGE

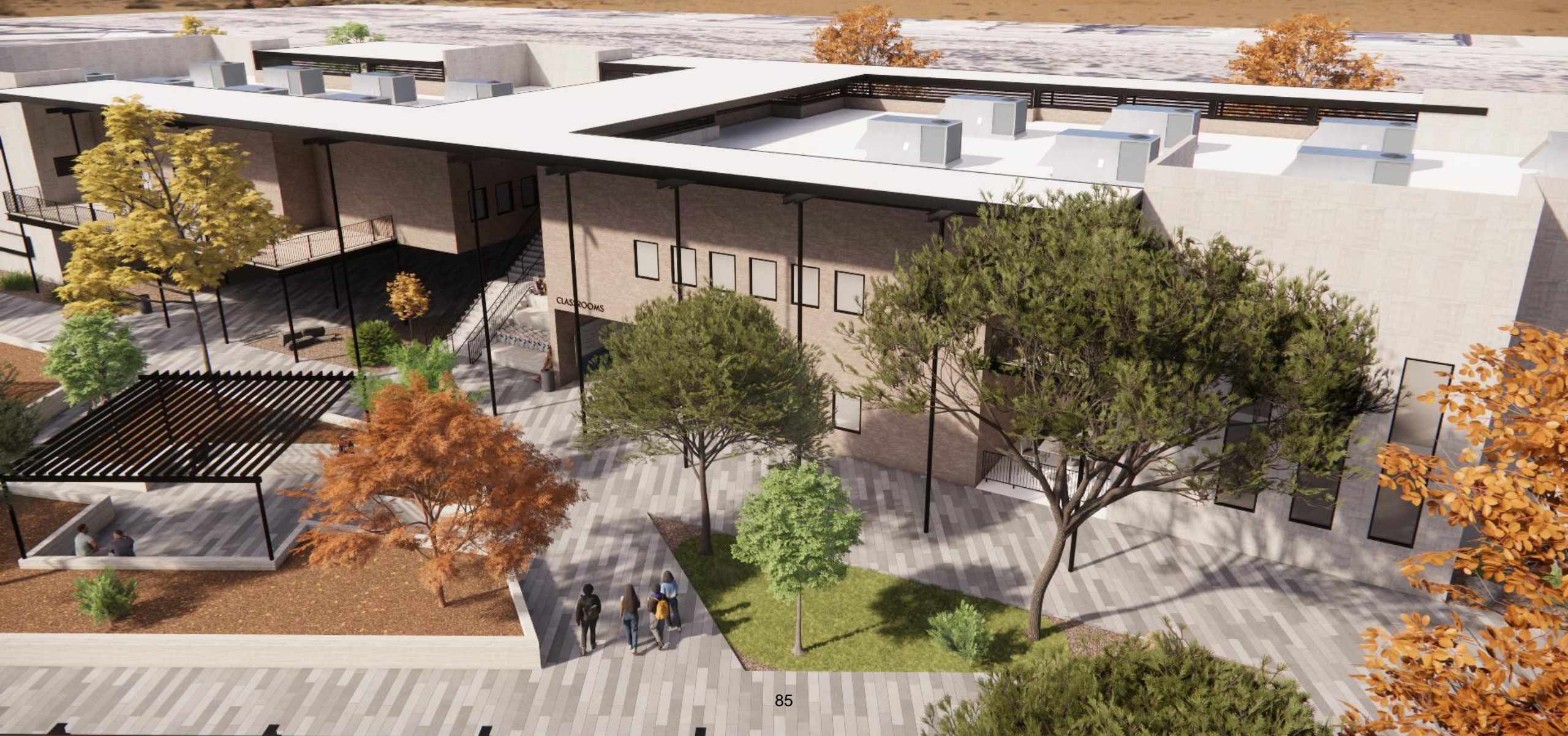
Administration



Science



Classrooms



Athletics



Fine Arts & Multipurpose



Courtyard





- **CONSTRUCTION BUDGET**

**Construction Cost Budget included in
2024 Bond Referendum:**

\$28,808,566.00

Construction Cost Budget estimate developed at completion of Schematic Design by **JORDAN
FOSTER CONSTRUCTION** shows opportunities for cost reductions.



Questions?



DLR Group / Root Architects

Alderete MS

Canutillo MS

Board of Trustees Meeting



 **DLR GROUP**



Jose J. Alderete Middle School Canutillo Middle School

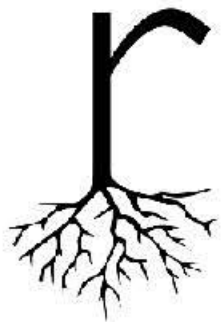


January 29th, 2025



PROCEDEO

DLRGROUP



root
ARCHITECTS





Visioning Process

Visioning Meetings #1



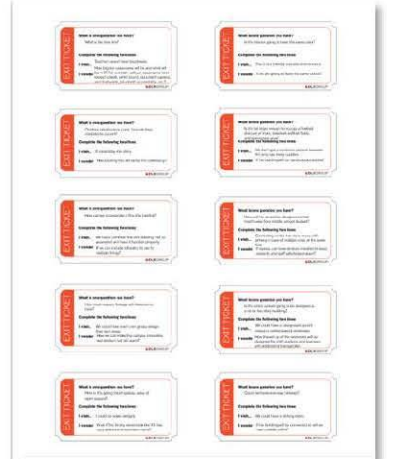
React



Respond



Reflect



Visioning Meetings #2



AMS - "The Atrium - Valley"



CMS - "The Atrium - Bridge"



Visioning Meetings #3



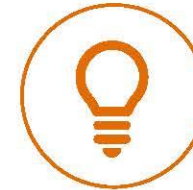
Alderete Middle School



Flexible, Future-Ready Spaces



Community At the Heart



Inspiration and Innovation



Indoor-Outdoor Harmony



Spaces for Well-Being

Canutillo Middle School



Foster Community and Interaction



Connectivity and Approachability



Celebrate Culture and STEAM Innovation



Spaces for Well-Being



Strengthen Unity



Alderete Middle School

Construction Budget – Alderete Middle School

Construction Cost Budget included in 2024 Bond Referendum:

\$ 72,058,355.00

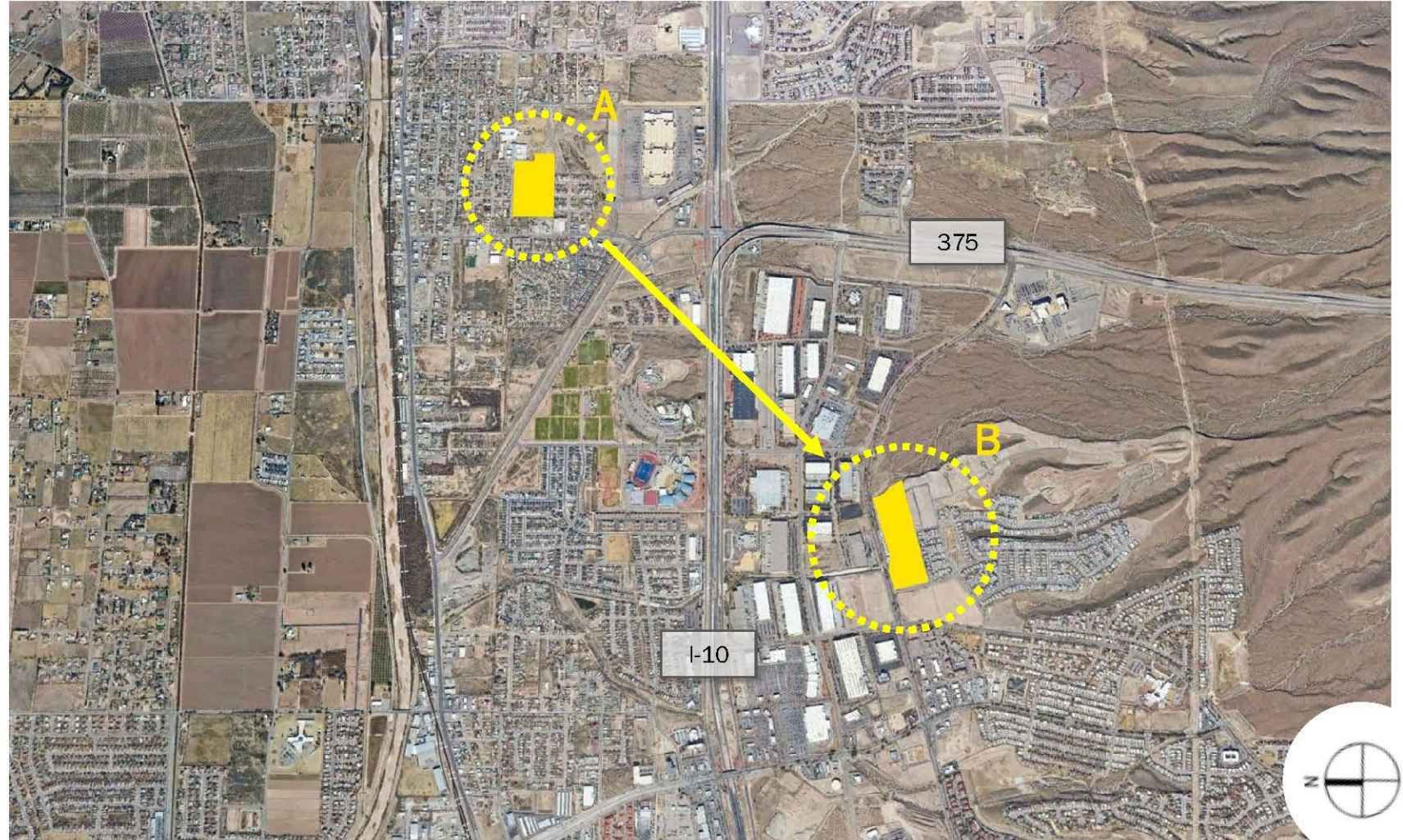
- Approximately \$436/square foot
- Construction Cost Budget verified at completion of Schematic Design by Banes

Vicinity Map













—

A . Existing Site

B. New Site



Site Analysis

-  EASEMENT
 -  CANAL
 -  NEMEXAS DRAIN
 -  SITE DRAINAGE
 -  SITE VEHICULAR ENTRY POINTS
 -  PROPERTY LINE
 -  EXISTING BUILDING
 -  CONTEXTUAL CONSIDERATIONS
 -  WATER MAIN
 -  OVERHEAD ELECTRIC LINE
 -  FOLIAGE
- 



Alderete MS Guiding Principles

At Alderete Middle School, the bold and inspiring design will reflect the culture and identity of the community, creating an environment that excites creativity and fosters pride. Exciting, imaginative spaces will inspire students while honoring the unique spirit of Canutillo.



Flexible,
Future-Ready
Spaces



Community At
the Heart



Inspiration
and
Innovation



Indoor-Outdoor
Harmony



Spaces for
Well-Being

Tying it All Together

The design process consists of research, CISD Standards, Guiding Principles, Community Feedback, and more collected strategically to craft a relevant, timeless, and personalized storytelling concept for the buildings planning and design. "Paseo" illustrates a strong connection between the community and campus, coming together to create a centralized space that celebrates interaction, engagement, inspiration and socialization

Outdoor Access

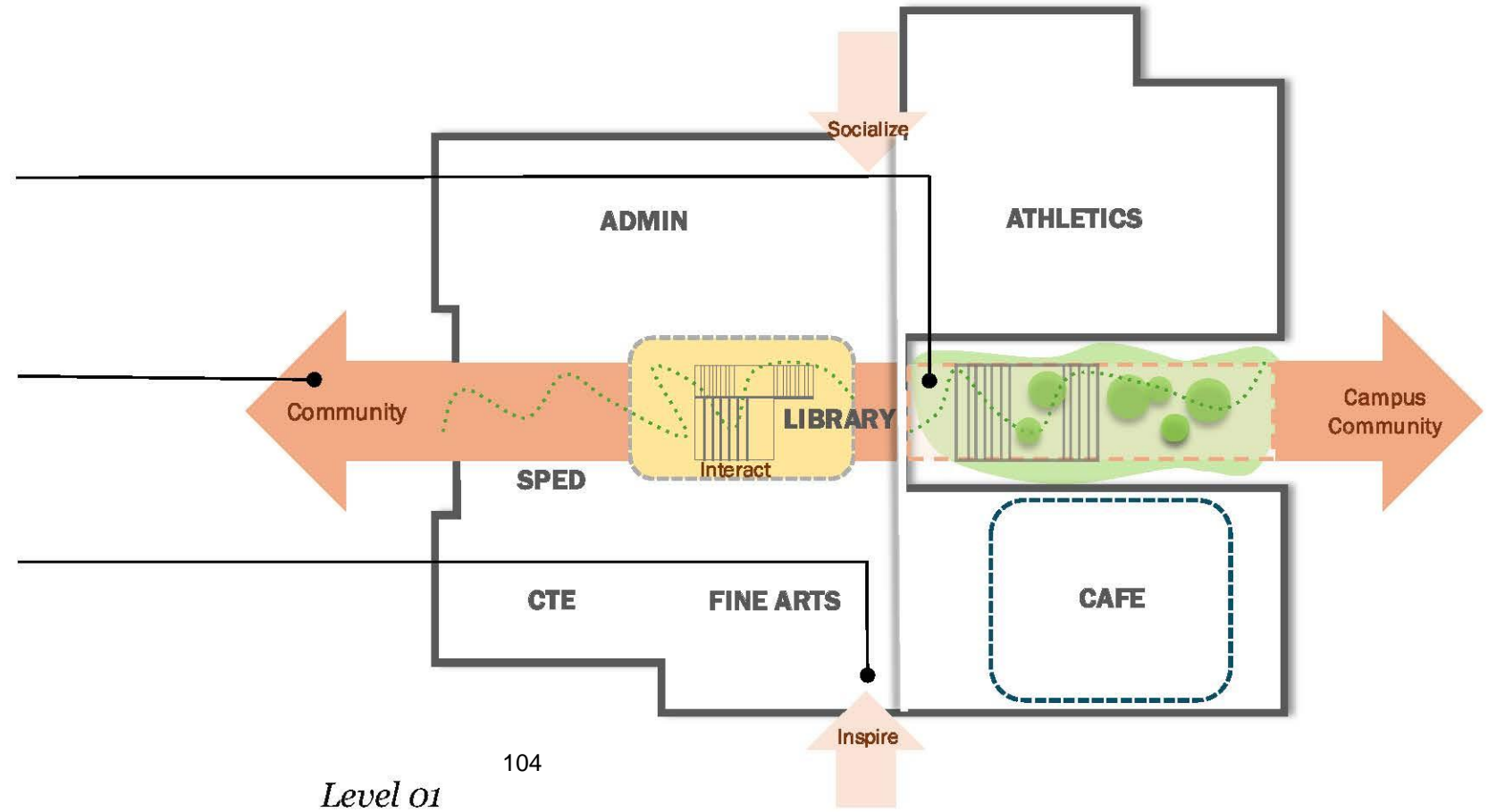
Curated Moments to Encourage Outdoor Learning and Access to Nature

"Paseo"

Central Axis Driven by Campus and Community. Creates an Indoor/Outdoor Experience.

Secondary Axis

Connects Campus Program and Assists Circulation Paths



Tying it All Together

The design concept of the “paseo” is meant to celebrate the main axis and is seen as an indoor-outdoor experience. Alderete Middle School inspiration stems from the celebration of views of nature and mountains while implementing school colors and identity giving this connection the name “Paseo Vista”

Outdoor Access

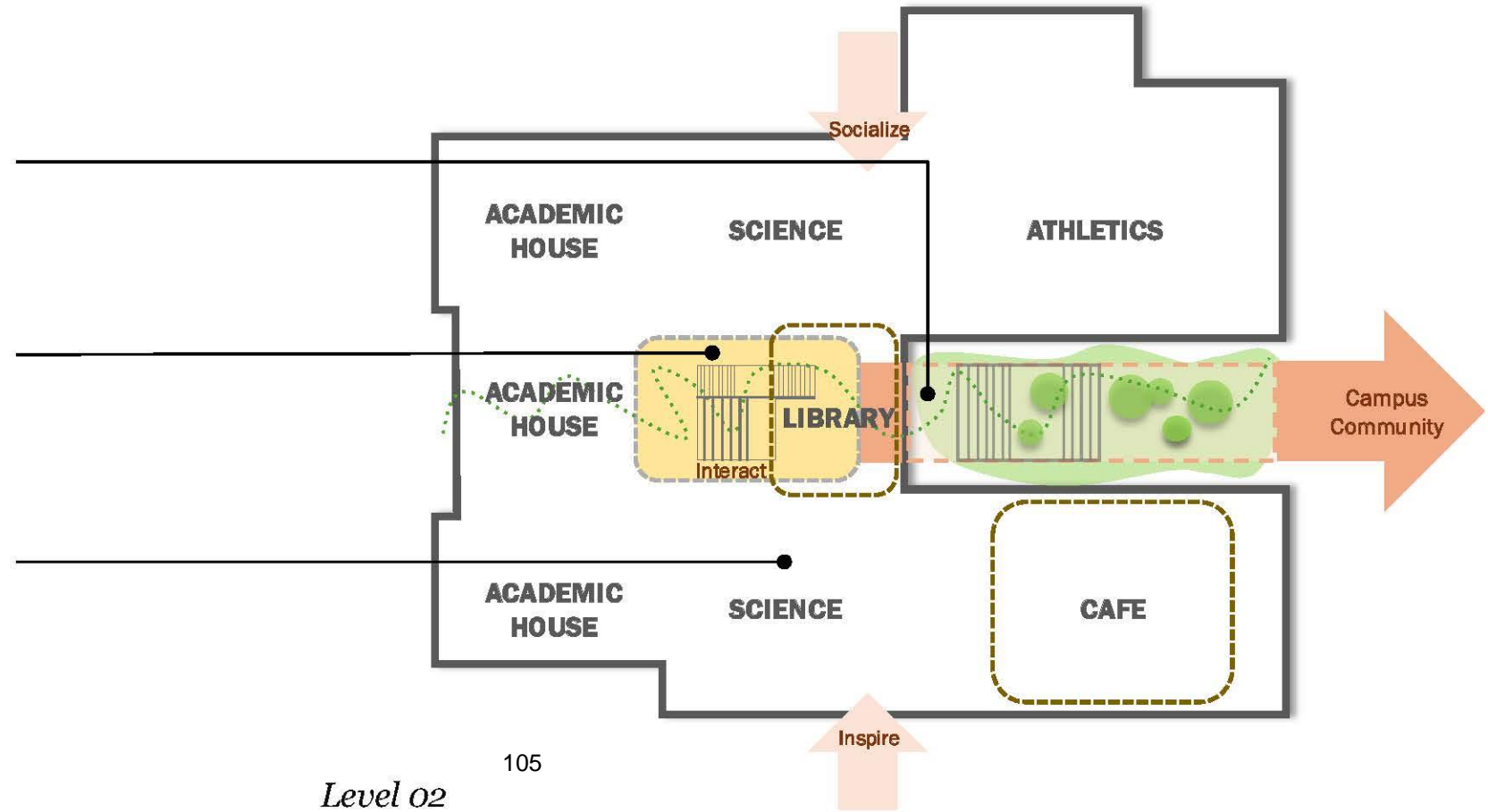
Curated Moments to Encourage Outdoor Learning and Access to Nature

Paseo Atrium

Creates the connection between the first and second level allowing for interaction in an open daylit space.

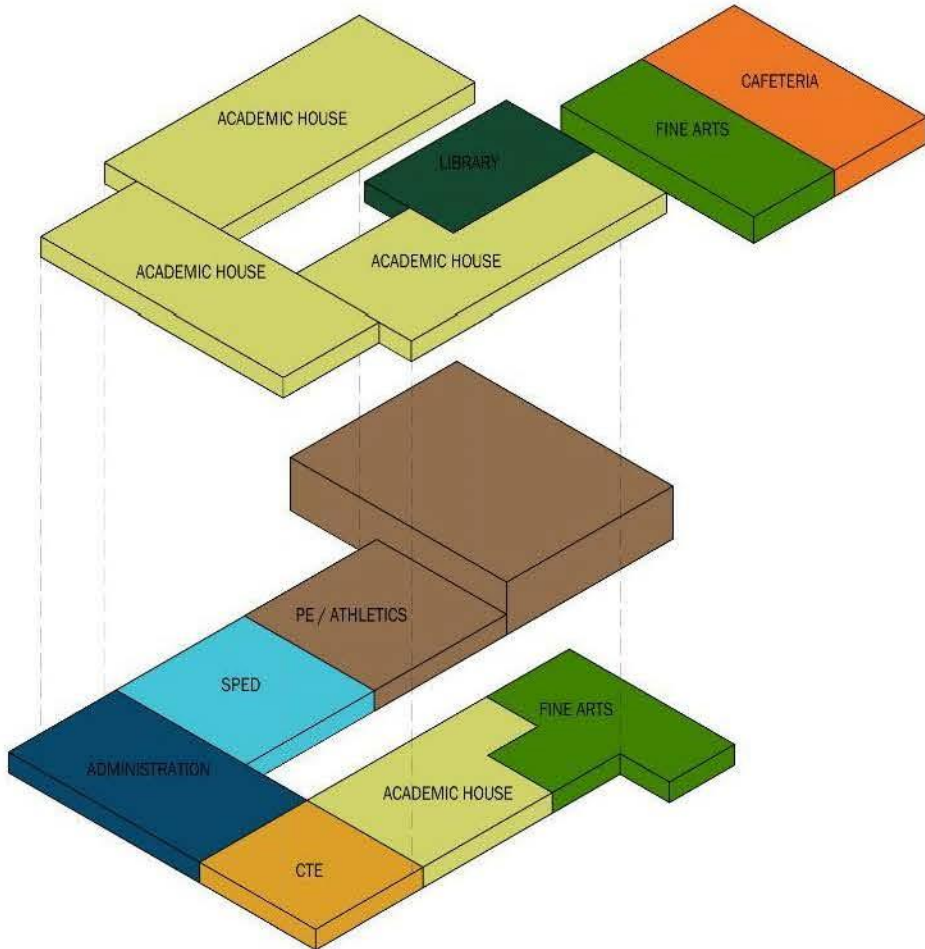
Science

Equally distributed house wings allow for equal access to daylight and collaboration spaces.

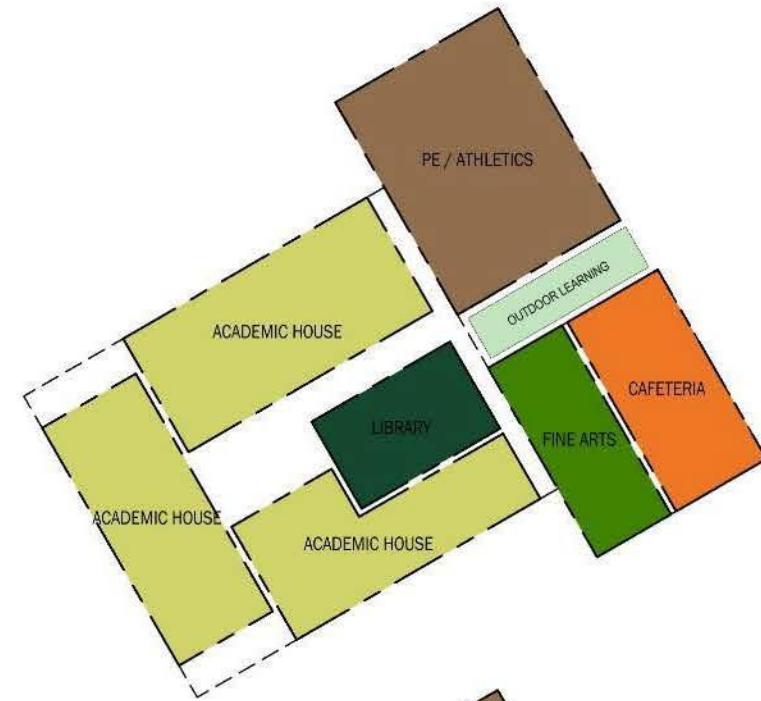


Paseo Scheme - *Selected Scheme*

"Paseo Vista"



Level 02



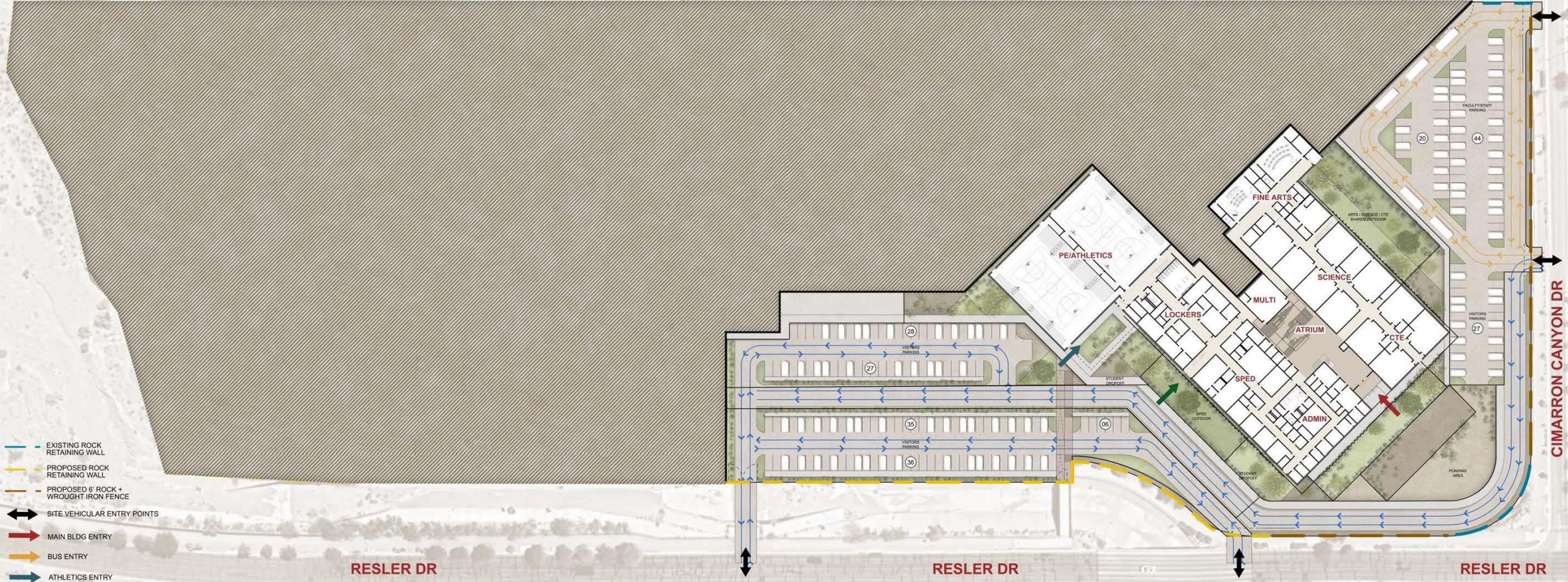
Level 01

106

Site-Floorplan | Level 1



CIM. GAP DR



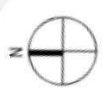
- EXISTING ROCK RETAINING WALL
- PROPOSED ROCK RETAINING WALL
- PROPOSED 6' ROCK + WROUGHT IRON FENCE
- SITE VEHICULAR ENTRY POINTS
- MAIN BLDG ENTRY
- BUS ENTRY
- ATHLETICS ENTRY
- SPED DROP OFF
- SERVICE ENTRY
- BUS ROUTE
- PARENT DROP-OFF
- SCHOOL BUS
- CAR

RESLER DR

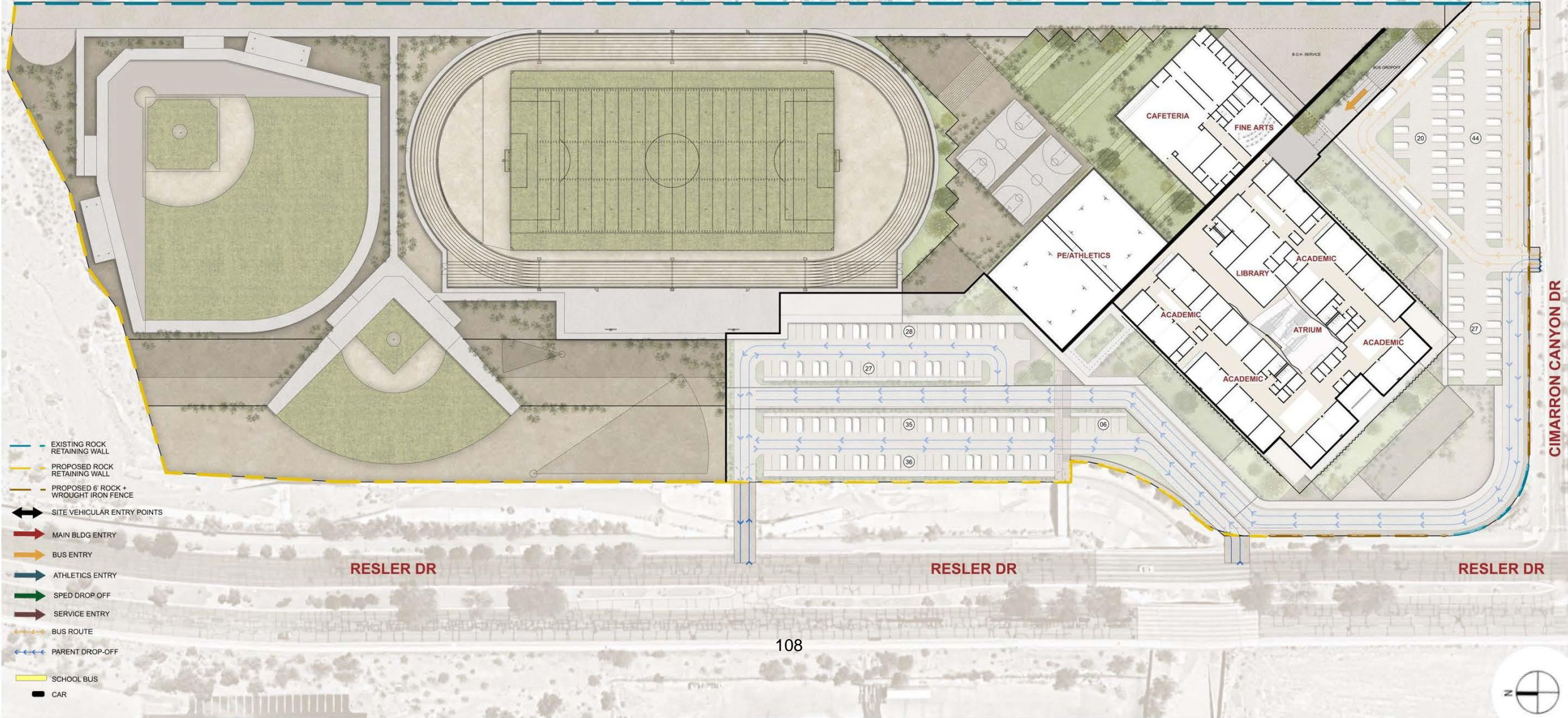
RESLER DR

RESLER DR

CIMARRON CANYON DR



Site-Floorplan | Level 2



CIM. GAP DR

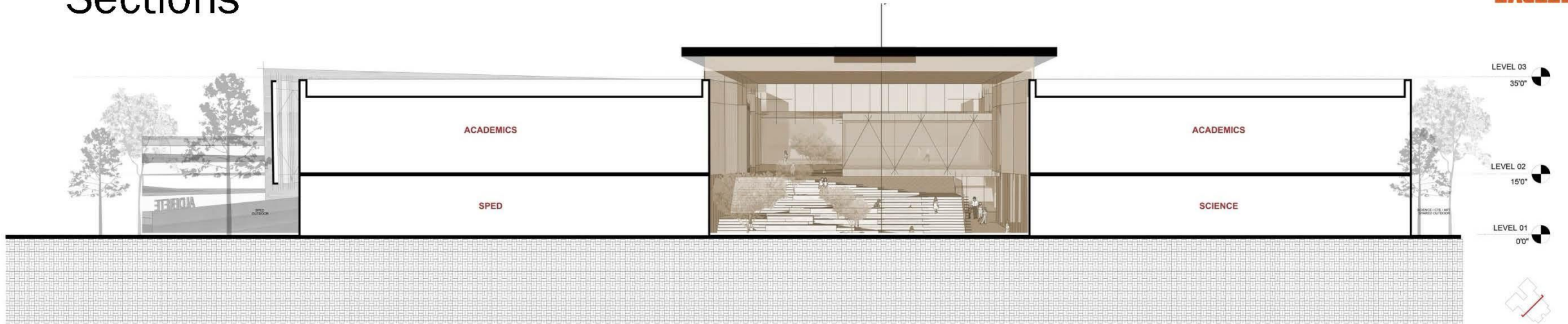
RESLER DR

RESLER DR

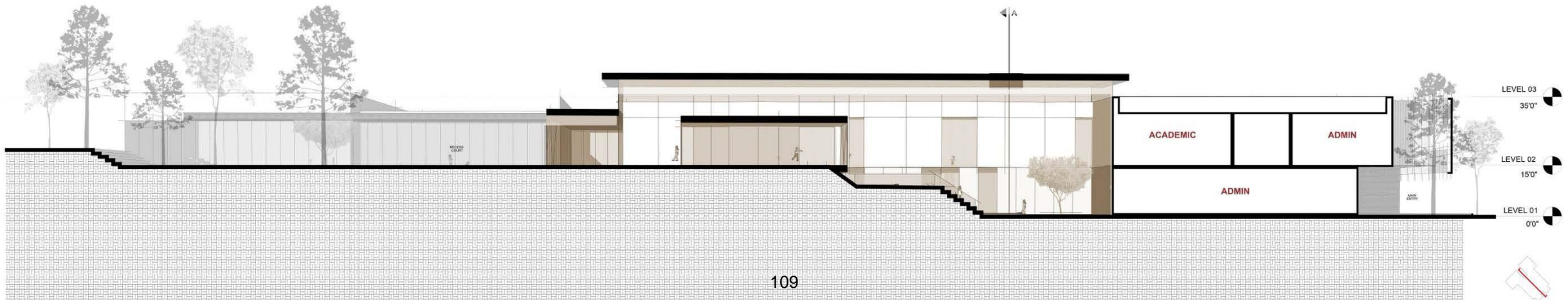
RESLER DR

CIMARRON CANYON DR

Sections



BUILDING SECTION A-A



BUILDING SECTION B-B

Conceptual 3D Views



Inspired by its mountainous site and the educational focus of public service, the design for AMS employs fractal geometries that mirror the mountainous terrain. Solid masses represent stability and authority, while void spaces carve pathways of interaction, fostering a sense of exploration and community.

Site retaining walls serve as both structural supports and platforms, embodying resilience and strength—key elements in both the built environment and the fields of public service. This interplay between solid, stable walls and dynamic voids reinforces the balance between structure and adaptability, anchoring the design in its mission to educate, shape young minds and inspire.





Canutillo Middle School



Construction Budget - Canutillo Middle School

Construction Cost Budget included in 2024 Bond Referendum:

\$ 72,853,538.00

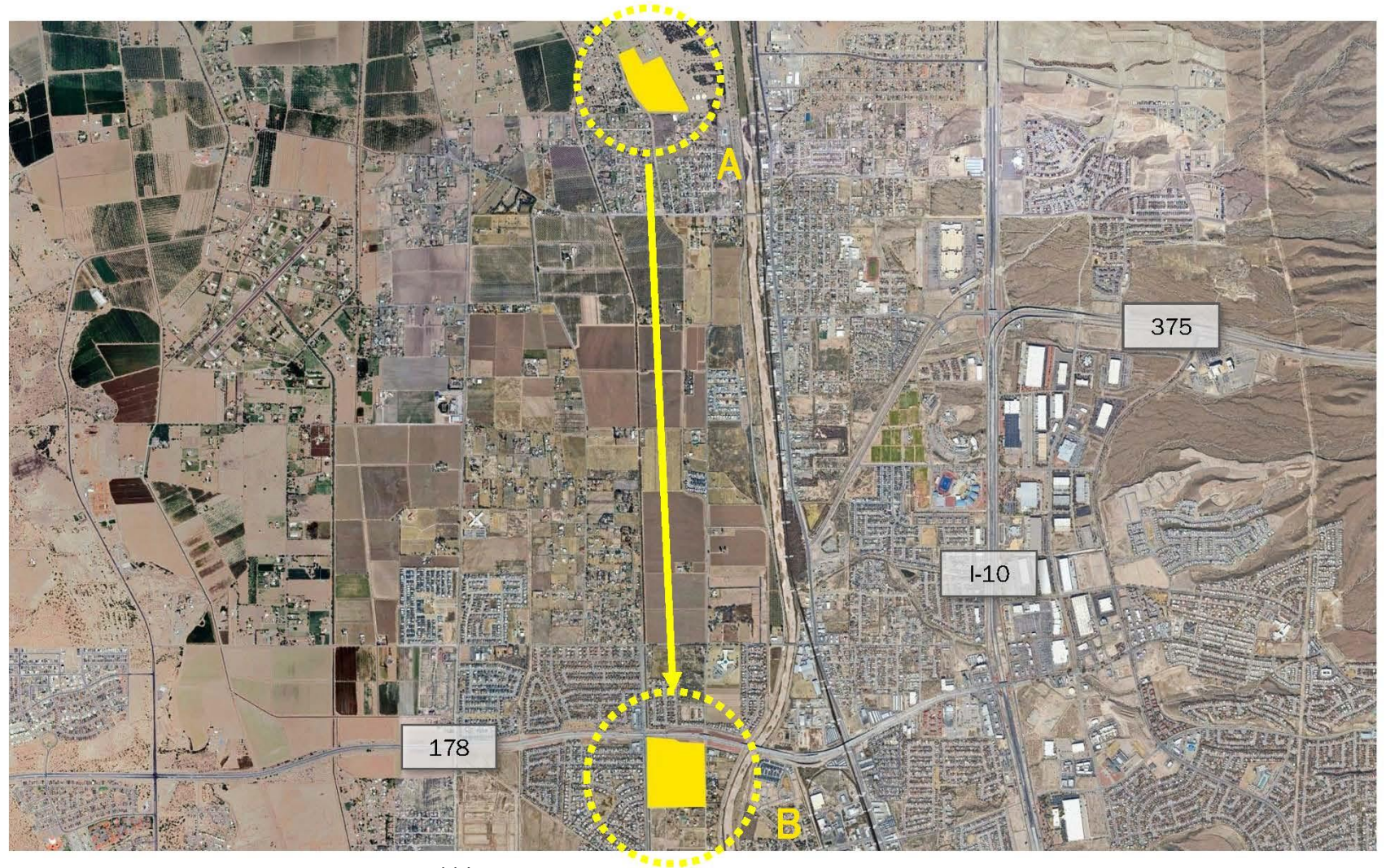
- Approximately \$442/square foot
- Construction Cost Budget verified at completion of Schematic Design by Banes

Vicinity Map

—

A . Existing Site

B. New Site



Site Analysis

- EASEMENT
- CANAL
- NEMEXAS DRAIN
- SITE DRAINAGE
- SITE VEHICULAR ENTRY POINTS
- PROPERTY LINE
- EXISTING BUILDING
- CONTEXTUAL CONSIDERATIONS
- WATER MAIN
- OVERHEAD ELECTRIC LINE
- FOLIAGE



Canutillo MS Guiding Principles

At Canutillo Middle School, the spaces will foster community and interaction, celebrate culture and innovation, and prioritize health and wellbeing to create a learning environment where everyone feels connected and inspired.



Foster
Community and
Interaction



Connectivity
and
Approachability



Celebrate
Culture and
STEAM
Innovation

116



Spaces for Well-
Being



Strengthen
Unity Through
Shared
Spaces

Tying it All Together

The design process consists of research, CISD Standards, Guiding Principles, Community Feedback, and more collected strategically to craft a relevant, timeless, and personalized storytelling concept for the buildings planning and design. "Paseo" illustrates a strong connection between the community and campus, coming together to create a centralized space that celebrates interaction, engagement, inspiration and socialization

Outdoor Access

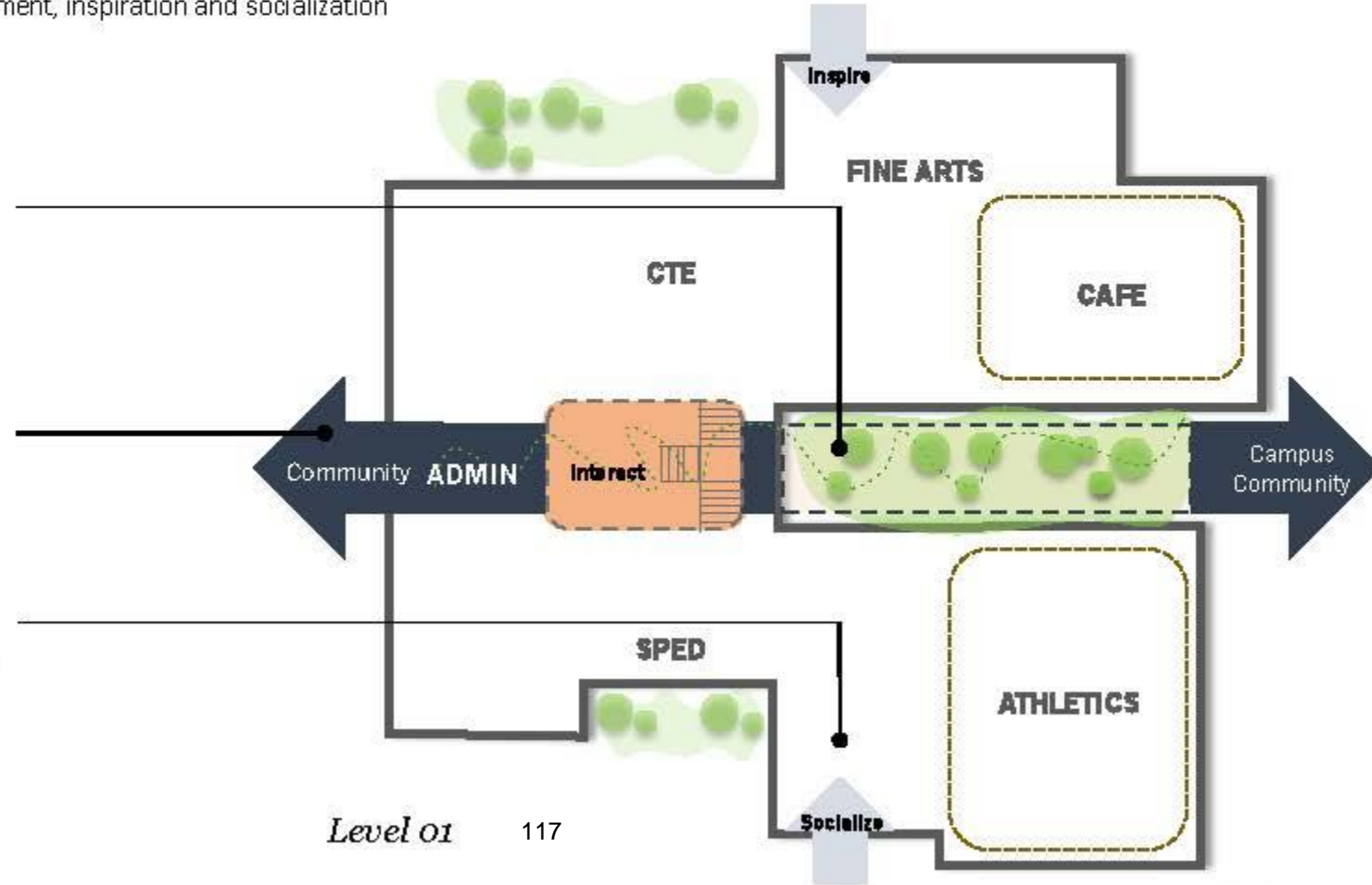
Curated Moments to Encourage Outdoor Learning and Access to Nature

"Paseo"

Central Axis Driven by Campus and Community. Creates an Indoor/Outdoor Experience.

Secondary Axis

Connects Campus Program and Assists Circulation Paths



Tying it All Together

The design concept of the “paseo” is meant to celebrate the main axis and is seen as an indoor-outdoor experience. Canutillo Middle School inspiration stems from the blue hues beyond the mountain skies and the blue that is part of the school colors and identity giving this connection the name “Paseo Azul”

Outdoor Access

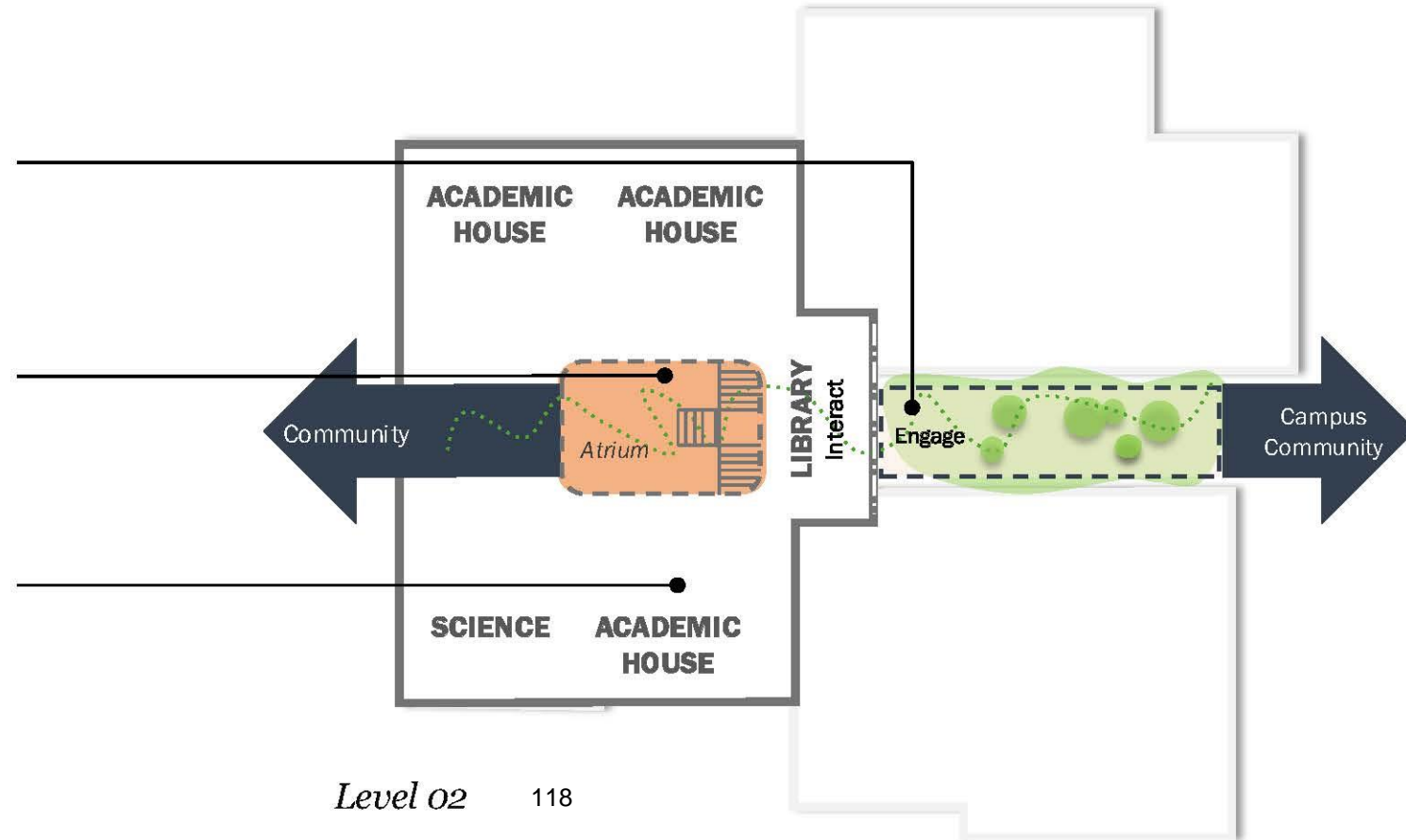
Curated Moments to Encourage Outdoor Learning and Access to Nature

Paseo Atrium

Creates the connection between the first and second level allowing for interaction in an open daylight space.

Academic Houses

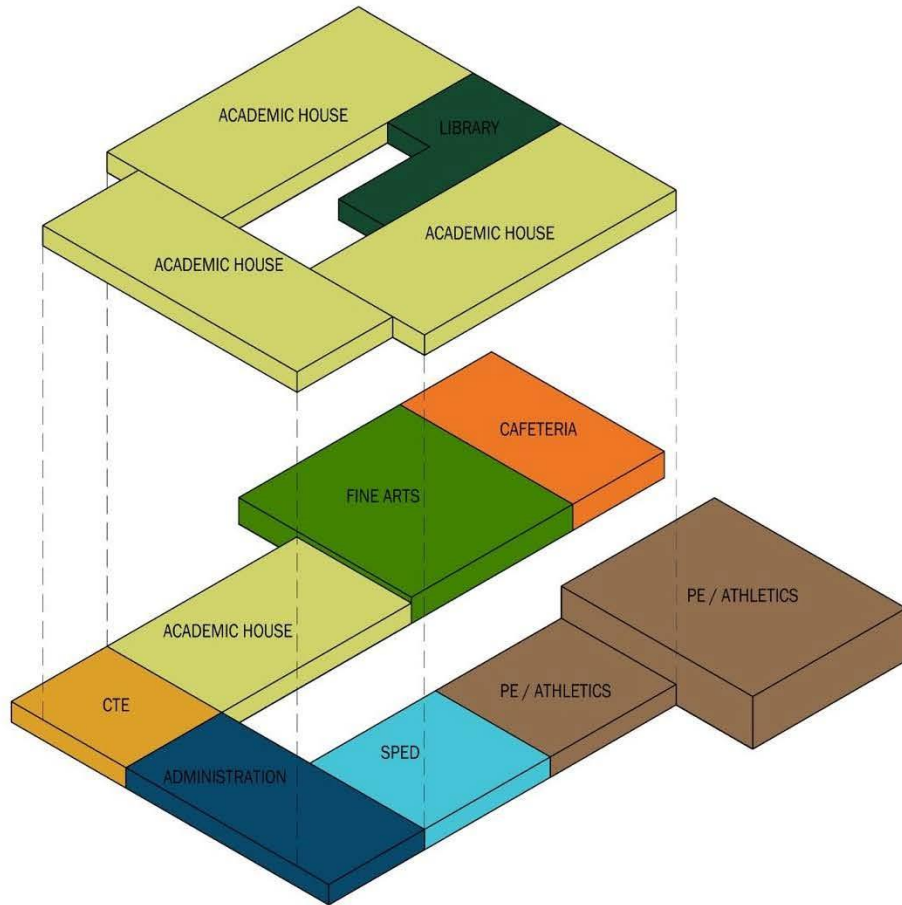
Equally distributed house wings allow for equal access to daylight and collaboration spaces.



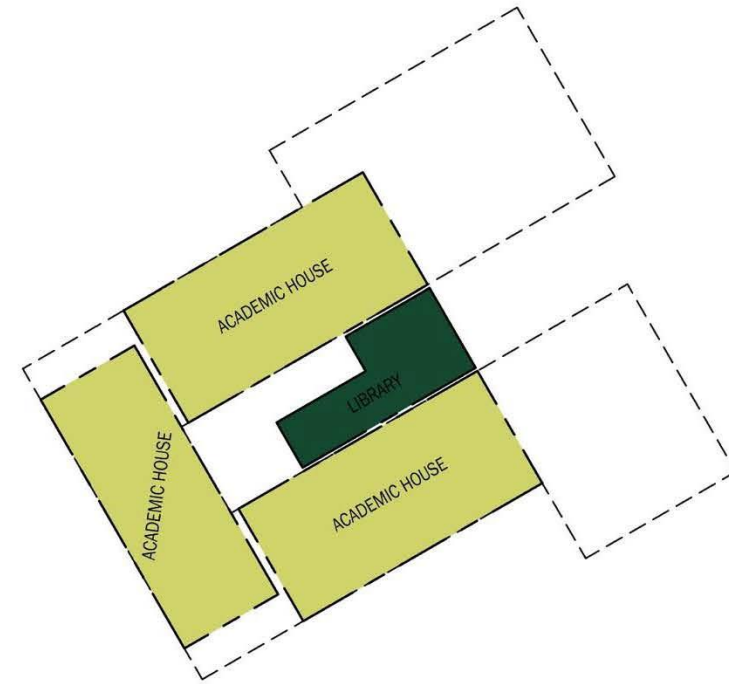
Level 02 118

Paseo Scheme - *Selected Scheme*

"Paseo Azul"



Level 02

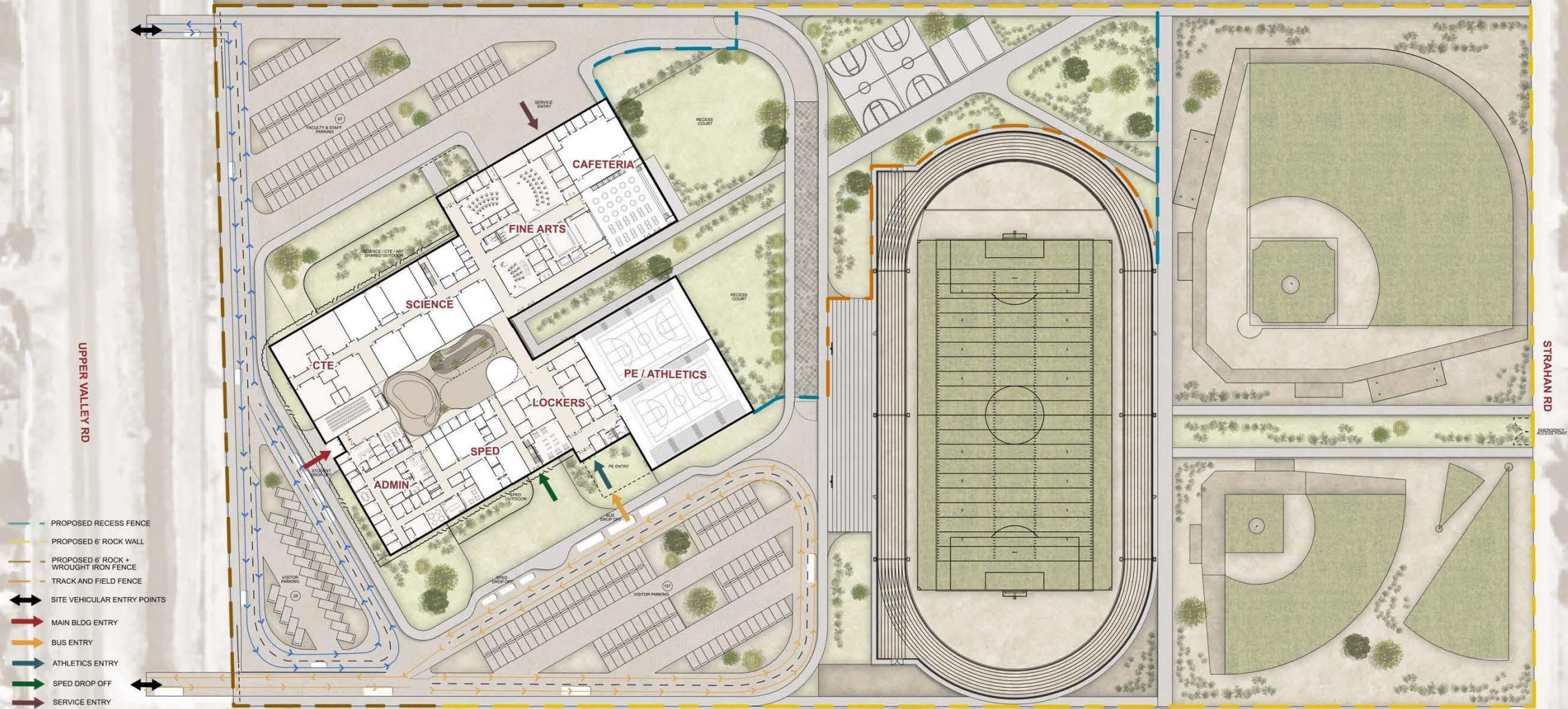


Level 01



DESIGN PROCESS

Site-Floorplan | Level 1



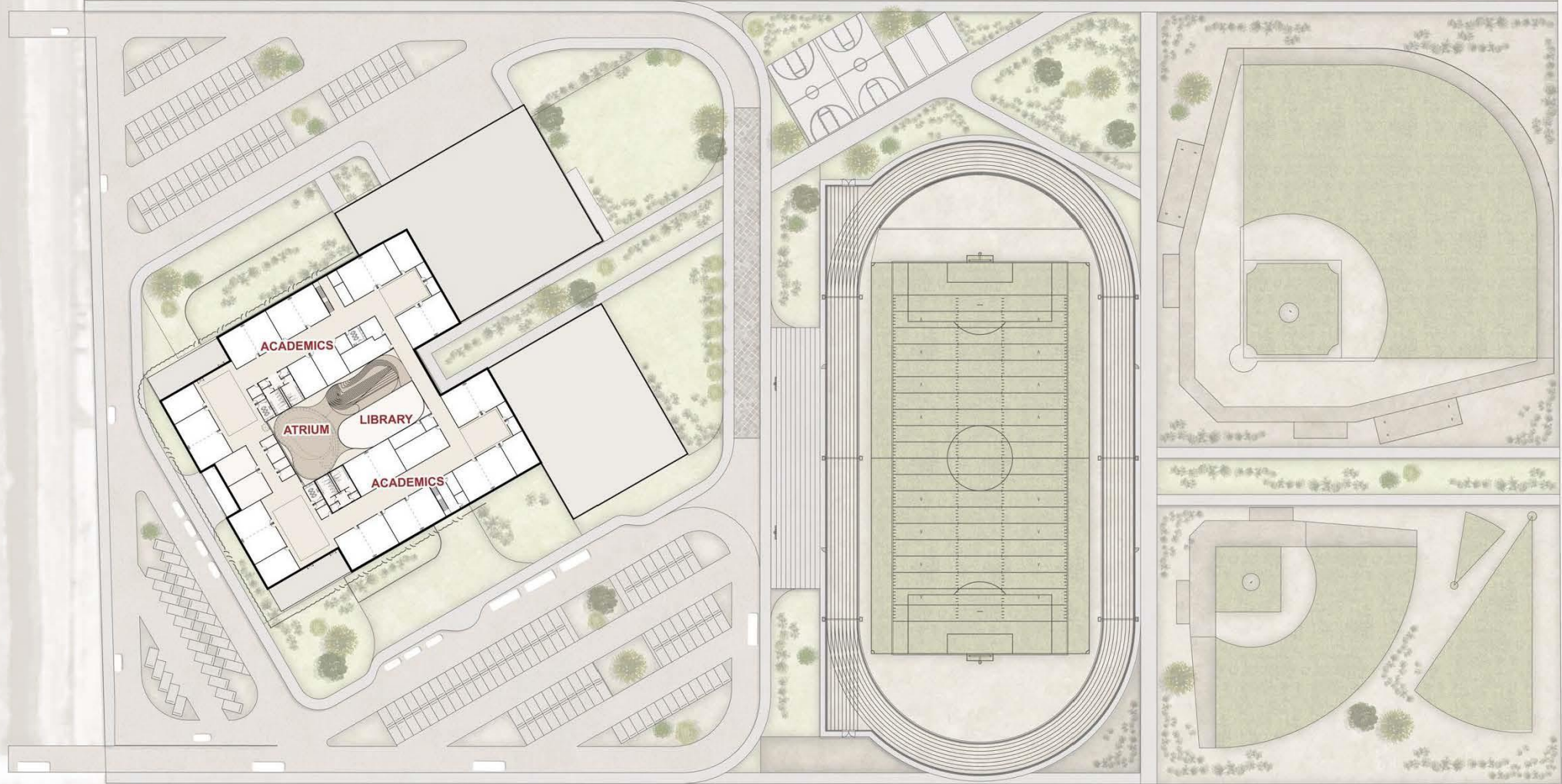
- PROPOSED RECESS FENCE
- PROPOSED 6' ROCK WALL
- PROPOSED 6' ROCK + WROUGHT IRON FENCE
- TRACK AND FIELD FENCE
- ↔ SITE VEHICULAR ENTRY POINTS
- MAIN BLDG ENTRY
- BUS ENTRY
- ATHLETICS ENTRY
- SPED DROP OFF
- SERVICE ENTRY
- BUS ROUTE
- ←← PARENT DROP-OFF
- ▬ SCHOOL BUS
- ▬ CAR



Site-Floorplan | Level 2



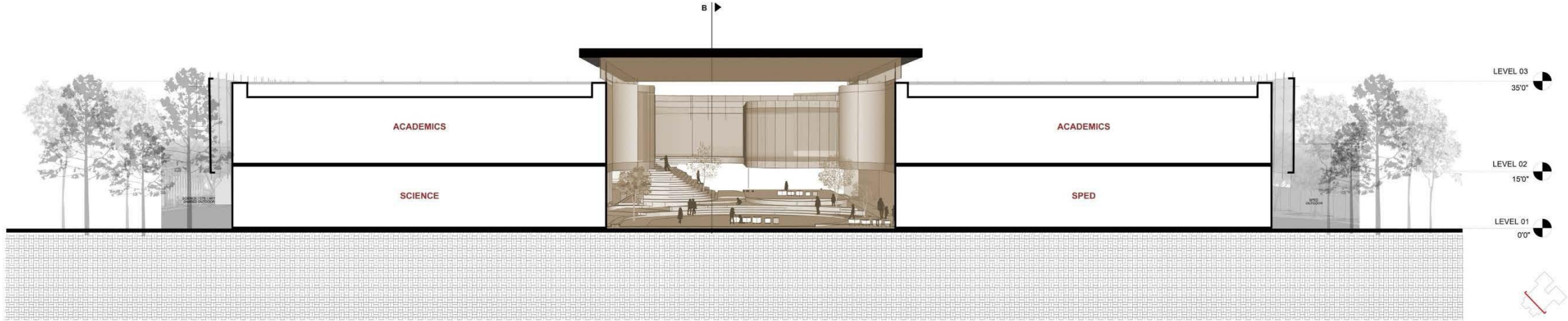
UPPER VALLEY RD



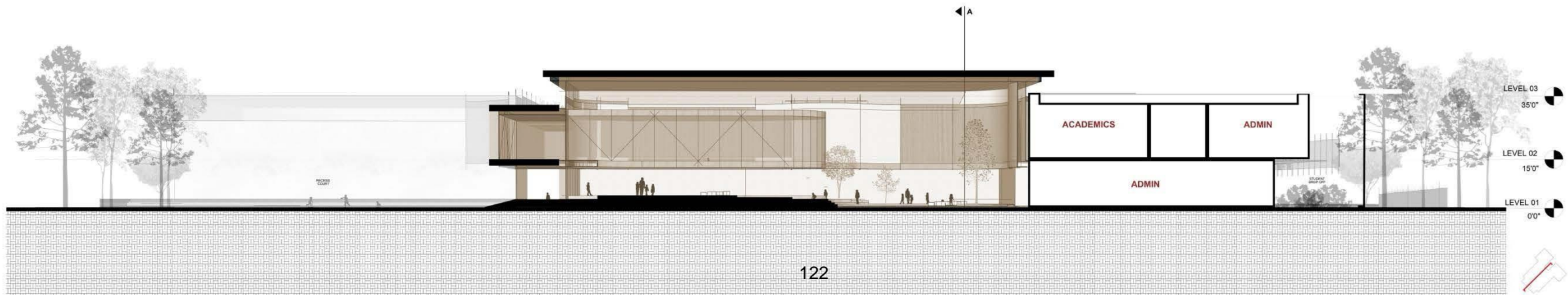
STRAHAN RD



Sections



BUILDING SECTION A-A



BUILDING SECTION B-B

Conceptual 3D Views



Reflecting its upper valley location and aeronautics/technology focus, the design features smooth, flowing geometries that emulate a riverbed's fluidity. Solid forms anchor the design, while voids create connections that symbolize innovation and forward momentum. The undulating forms not only echo the surrounding landscape but also foster creativity, collaboration, and a sense of limitless potential, aligning with the aspirations of technology-driven education.



123



Interior Materiality

Color Accents

Represents the organic nature and showcases CMS' boldness to the space

Contrasting Dark Hues

Represents the shadows casted in the desert, will be used selectively to contrast other materials

Wood Accents

Represents the organic nature and brings warmth creating a balance in the spaces

Stone and Concrete Finishes

Creates a balance to the warm tones that work harmoniously to create an organic balance



Thank You

CANUTILLO

INDEPENDENT SCHOOL DISTRICT



PROCEDEO

1. **GENERAL FUNCTIONS-OTHER**

1.A. Call to Order

Meeting was called to order at 6:00 PM

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

Pledge of allegiance and Texas Pledge were by everyone in the room simultaneously.

1.D. Roll Call

Trustees Present: Mrs. Barnes, Mrs. Borrego, Mrs. Mendoza, Mr. Rodriguez, Mr. Simental, Mrs. Zuniga.

1.E. CISD Vision and Mission Statements

2. **BOARD HONORS**

2.A. District Recognition of Out-Going Trustees

Mrs. Christina Rodriguez – Public Information Office Presented out-going trustees Mendoza and Simental with recognition plaques and gave the attendees a summary/bio on the out-going trustees.

3. **OPEN FORUM-OTHER**

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

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

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

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

No Community members signed up to be heard.

4. **BOARD OF TRUSTEE BUSINESS**

4.A. Discussion and Possible Action to Obtain Statement of Officer and Conduct the Oath of Office for Newly Elected Trustees, and Issue Certificates of Election for Newly-Elected Trustees

Judge Humberto Enriquez said words of encouragement for Mrs. Mendoza and Mr. Simental. Mrs. Rodriguez introduced the New Trustees Mrs. Maldonado, Mrs. Ortega and Mr. Rodriguez.

Judge Enriquez administered the Oath of office and statement of office to each Trustee.

- 4.B. To Discuss Possible Vacancy on the Board of Trustees After Election Results are Approved, Including Acceptance of Declination of Office from Blanca Trout, if Such Action is Necessary and Appropriate.

Mr. Steve Blanco mentioned that Mrs. Trout had previously resigned from the board of Trustees, however, due to timing requirements for the elections her name was on the ballot and could not be removed.

Mrs. Barnes motioned to accept declination of office. Second by Mrs. Borrego. All in favor, motion passes.

- 4.C. To Discuss Options with Possible Action to Address and Fill Vacancy on the Board of Trustees, if Such Action is Necessary and Appropriate.

Board of Trustees

Mr. Blanco mentioned that as a result of Blanca Trout's declination of office, the board has the option/opportunity to hold a special election at cost to the district or appoint someone to the board as it has been done in the past.

Mrs. Barnes mentioned that she had requested information on what would be the cost of the special election. Mr. Blanco clarified that it could range from 60 to 90 thousand dollars.

Mrs. Lily Maldonado motioned to have Mr. Sergio Martinez (5th Place on the election results) to be appointed to the board. Second by Mr. Rodriguez.

Mrs. Borrego mentioned that holding interviews as it was done in the past for the sake of transparency. Mrs. Maldonado insisted that appointing whoever comes in 5th place is transparency for the community.

Maldonado amended motion to appoint next person in line (Sergio Martinez), Second by Mrs. Mr. Rodriguez.

Barnes-No, Borrego-No, Maldonado-Yes, Ortega-No, Rodriguez-Yes, Zuniga-Yes.

Motion Fails.

Mrs. Borrego motioned to have interviews with candidates on ballot only. Consistency is needed. Second by Mrs. Ortega.

Barnes-Yes, Borrego-Yes, Maldonado-No, Ortega-Yes, Rodriguez-No, Zuniga-No.

Motion Fails.

Mrs. Borrego Motioned to have interviews open to the community. No second. Motion Fails.

Mrs. Barnes noted that the community will question why the board deviated from past procedures.

Mr. Rodriguez noted that previously the community complained about past procedures.

Mrs. Maldonado mentioned that the community has already spoken by casting their vote.

Mrs. Barnes Motioned to select next person in line (Sergio Martinez), second by Mrs. Maldonado.

Barnes-Yes, Borrego-No, Maldonado-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes.

Motion Passes.

Mr. Blanco mentioned that appointed person Mr. Sergio Martinez needs to accept appointment. At the December board meeting.

4.D. Discussion and Possible Action to Address the Unexpected Closure of Bill Childress Elementary School to Include Payment of Wages to Employees Affected by the Closure That Were Directed to Not Report or Leave Campus Prior to the End of the Regular Workday on Friday, November 1, 2024.

Dr. Galaviz mentioned that item was previously brought to the board, however due to a miscommunication. The resolution was not included. Mrs. Carrasco addressed questions from Mrs. Borrego on how the resolution avoids gifting of public funds. Whether employees would be required to use personal time if resolution is not approved.

Motion to approve resolution made by Mrs. Maldonado and second by Mrs. Zuniga.

Barnes-Yes, Borrego-No, Maldonado-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes.

Motion Passes.

4.E. Discussion and Possible Action to Consider Selection of Members for the EPCAD Board of Directors and Approve Resolution to Record and Cast Vote and Ballot for Canutillo ISD

Mr. Coronado spoke to the board regarding new process/procedure for appointment of EPCAD board members.

Mrs. Borrego motioned to allocate all of Canutillo Votes towards Sergio Coronado, Second by Mrs. Zuniga.

All in favor, motion passes.

5. PUBLIC HEARING

- 5.A. Public Hearing on the Application of Vinton Steel, LLC (Comptroller Application No: J0004) for tax incentive agreement
Kathy Mathias presented to the board with information about advantages of having Vinton Steel as part of the community
Sergio Coronado spoke during public hearing to mention that Vinton Steel raises value of properties in the district. If CISD doesn't approve it, it will affect the Village of Vinton as the company might leave. County has already approved it. And 60% of taxes come from residential and not commercial.

Mr. Sergio Martinez mentioned that the Vinton steel facility releases power/pollution and cancer rates are high due to the facility.

Sergio Coronado- Facility will improve their infrastructure making it safer.

Dr. Oscar Rico – CISD was invited to tour the facility and were introduced to the new concept.

- 5.B. Consider Application of Vinton Steel, LLC (Comptroller Application No: J0004) for tax incentive agreement and Board Declaration of Conditional Intent Pursuant to Government Code § 403.611(b)
Motion to approve by Mrs. Barnes. Second By Mrs. Zuniga.
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Ortega-Abstain, Rodriguez-Yes, Zuniga-Yes.
Motion Passes.

6. CONSENT AGENDA-VOTING

6.A. BUSINESS SERVICES

6.A.1. Approval of the Meeting Minutes

6.A.1.a. Approval of the Feb 27, 2024 Regular Board Meeting Minutes

6.A.1.b. Approval of the March 26, 2024 Regular Board Meeting Minutes

6.A.1.c. Approval of April 16, 2024 Board Workshop Minutes

6.A.1.d. Approval of the May 7, 2024 Workshop Minutes

6.A.1.e. Approval of the May 14, 2024 Special Board Meeting Minutes

6.A.1.f. Approval of the June 10, 2024 Special Board Meeting Minutes

6.A.1.g. Approval of the August 12, 2024 Special Board Meeting Minutes

6.A.1.h. Approval of the November 11 2024 Special Board Meeting Minutes

- 6.A.2. Approval of the Monthly Donations
 - 6.A.2.a. Board Acceptance of the October 2024 Donations Report
- 6.A.3. Approval of the Finance Assistant Director and Designated Finance Accountant as Additional Authorized Representatives with Lone Star Investment Pool for Investment Responsibilities on behalf of Canutillo ISD
- 6.A.4. Approval of the Purchase of Eight Electric Buses Using the EPA Grant to Cover a Portion of the EV Fleet Cost.

6.B. *CURRICULUM AND INSTRUCTION*

- 6.B.1. Approval of Waiver for Remote Conferencing-Regular Education Students During the 2024-2025 SY

Motion to approve consent agenda as presented except for 6.A.4. as it involves money/funding

Motion to approve made by Mrs. Borrego and second by Mrs. Barnes.

All in Favor, Motion Passes.

6.A.4 Dr. Rico and Mr. Ricotta answered board questions from the highland agreement/purchase.

Motion to approve made by Mrs. Borrego, Second By Mrs. Barnes.

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Ortega-No, Rodriguez-Yes, Zuniga-Yes.

Motion Passes.

7. **EXECUTIVE SESSION - Meeting was closed at 8:20 PM**

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

- 7.A. Discussion Regarding Status and Entering a Ground Lease With El Paso Community College for Premises at Its EPCC's Northwest Campus for Operation of the Canutillo Early College High School (Formerly Known as the Northwest Early College High School).

8. **NEW BUSINESS (continued); OTHER Meeting resumed at 8:47 PM**

- 8.A. Discussion and Possible Action Regarding Status and Entering a Ground Lease With El Paso Community College for Premises at Its EPCC's Northwest Campus for Operation of the Canutillo Early College High School (Formerly Known as the Northwest Early College High School).

No action taken

9. **ADJOURNMENT**

Meeting Minutes
Regular Board Meeting
Tuesday, November 19, 2024 6:00 PM

Canutillo ISD Administration Office
7965 Arcraft
El Paso, TX 79932

The meeting was adjourned at **8:49 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **January 29, 2025**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. **GENERAL FUNCTIONS-OTHER**

1.A. Call to Order

Meeting was called to order at 6:02 PM

Board President Rodriguez Requested a moment of silence for the Abundant Life Christian School

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

Pledge of allegiance and Texas pledge were led by students in the audience.

1.D. Roll Call

Trustees Present: Barnes, Borrego, Maldonado, Martinez, Rodriguez, Ortega and Zuniga

1.E. CISD Vision and Mission Statements

Mr. Martinez read the Vision Statement and Mrs. Maldonado the Mission Statement

2. **BOARD HONORS**

2.A. Recognition of the Winners of the Annual Canutillo ISD Holiday Greeting Card Student Art Contest

2.B. Holiday Performance by the Jose Damian Elementary School Orchestra

Mr. Gustavo Reveles presented the JDE Orchestra followed by the Holiday Greeting Card Winners.

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.

Richard Hunt Regarding Johnny Bean Horse Farm

Mr. Hunt mentioned that farmland was purchased without board approval which should void the transaction. He also mentioned the community has concerns regarding terms of the contract, traffic impact, environmental impact, irrigation district and other questions that should had been answered before purchase was completed. He believes contract should had been voided and property put on escrow.

Janette Morales – Johnny Bean Farmland Acquisition.

Mrs. Morales mentioned that as a teacher and community member, it is disheartening to see the district portrayed negatively on the news. She mentioned that a news report stated the community was not informed regarding purchase of the land. She mentioned that claims were not true as there were community meetings where the land was mentioned as a potential site for one of the new school projects. She mentioned that as a member of the CISD Task force they were promised transparency, and she believes that the district has made good on their promise. She mentioned that Johnny Bean was a prime site as stated on the meetings due to its accessibility.

John Holland – Please do not extend South Strahan Road over to Gomez Rd instead get ingress and egress into Upper Valley Road

Mr. Holland mentioned that he is the president of the Strahan Neighborhood Assoc. He mentioned that South Strahan has always been a quiet road and that there is a non-for-profit organization of therapeutic equestrian center who provides horseback riding services to children with special needs. He stated that a second viable option is Upper Valley to prevent traffic crossing from Strahan into Gomez Road.

Patsy Mendoza - Pedro Galaviz.

Mrs. Mendoza mentioned that as a former board president and advocate for public information. She mentioned that as a board they have an obligation to the children of the district. She feels like personal agendas have taken precedent over progress and instead of working collaboratively some members with assistance of community members have shown disdain for Canutillo ISD and have used their time and resources to create distrust. She mentioned that mistakes do happen, and things needs to be done to correct them, and some have assumed the worst accusing administration of malicious intent. She mentioned that her experience working with administration has proved they have the kids' best interest at heart.

4. SPECIAL PRESENTATION-OTHER

4.A. Presentation on Lone Star Governance Student Outcome Goal Progress

Mr. Christopher Moore and Dr. Arellano presented to the board. Mr Moore presented and introduced LSG Goal 3 to the bard as it pertains to College, Career and Military Readiness.

5. BOARD OF TRUSTEE BUSINESS

5.A. Discussion and Action to Elect Board Officers Under Policy BDAA.

Mrs. Barnes nominated trustee Borrego for President. Trustee Borrego Declined the nomination.

Trustee Zuniga motion to nominate Armando Rodriguez for president, second by Mr Martinez.

Mrs. Barnes-No, Mrs. Borrego-Yes, Mrs. Maldonado-Yes, Mr. Martinez-Yes, Mrs. Ortega-Yes, Mr. Rodriguez-Yes, Mrs. Zuniga-Yes. Motion Passes.

Trustee Martinez motioned to nominate Lily P. Maldonado for Vice President, Second by Mrs. Maldonado.

Mrs. Barnes-No, Mrs. Borrego-No, Mrs. Maldonado-Yes, Mr. Martinez-Yes, Mrs. Ortega-No, Mr. Rodriguez-Yes, Mrs. Zuniga-Yes. Motion Passes.

Trustee Barnes motioned to have Trustee Borrego as Secretary, second by Mrs. Maldonado.

Mrs. Barnes-Yes, Mrs. Borrego-Yes, Mrs. Maldonado-Yes, Mr. Martinez-No, Mrs. Ortega-Yes, Mr. Rodriguez-Yes, Mrs. Zuniga-Yes. Motion Passes.

5.B. Discussion and Possible Action to Authorize the Administration and Board President to Sign all Documents Necessary to Complete the Transaction for the Purchase of the

Property Described as 20.194 Acres of Unimproved Land Known as Cimarron Canyon Unit Eight, El Paso County, Texas

Mr. Rudy Mata presented to the board in the way of a timeline with information on the land discussed. Mr. Mata presented the board with a recommendation of approving a motion

“Motion to authorize the administration, on behalf of the District, to enter into and perform its obligations under that certain Purchase and Sale Agreement dated October 17, 2024, between the District, as buyer and Hunt Communities Development Co. II, LLC, a Texas limited liability company, as seller for the purchase of real property described as approximately 20.194 acres of unimproved land known as Cimarron Canyon Unit Eight, El Paso County, Texas, for District use; to authorize Armando Rodriguez, as President, and/or Dr. Pedro Galaviz, as Superintendent, of the District, to sign such agreements, documents and instruments as may be required under such Agreement; to authorize the Secretary and/or Vice President of the District’s Board of Trustees to execute a certificate of meeting minutes in relation to such Agreement; and to approve authorize the closing of the purchase of such real property by the District in accordance with the Agreement.”

Trustee Barnes stated for the record:

“historically according to the motions mentioned um by legal to think of that on June 10 and then also on July 23rd uh we did give approval to continue with those letters of intent and uh negotiations but it was stated that obviously those uh contracts would come back before the board for final approval um for us along with all the details of that so in the past historically uh the appraisals the contract terms due diligence we don't even know what the contract negotiation price is we haven't seen the appraisals of this property um all of those details that really should come before us before we vote on this has not been presented um according to Texas Education Code chapter 11.1 1511 the Board of Trustees duties include monitoring the district's finances to ensure that the superintendent is properly maintaining the district's Financial procedures and Records I don't know how we can do that without the due diligence and the information that we need to to I guess compare that to we also have uh policies and board operating procedures in place uh such as on page 32 of our board operating Pro procedures it says that the acquiring and holding of real real and personal property in the name of the district is the duty of the Board of Trustees not the superintendent um so we need to make sure that we know all of the details of these properties before we give them approval to to go forward I feel like the law is very clear in regard to the way that this is supposed to be handled and I personally don't feel comfortable voting on something without the information that we were promised was going to come back to us one of those motions was in fact my motion for the Letter's intent because the the pieces of property that we're looking at are the preferred pieces of property that we' discuss discuss through the Committees and everything that that was mentioned tonight all of that is correct but it's still our job as trustees to make sure that what we are approving we are in the loop in regard to all the details of it and that has not happened so um because of that I would like the details that were missing in order to make an informed decision tonight we do also have in our board operating procedures that um in order for us to make basically in informed decisions um it is required for

administration to ensure that all information has been delivered to us 4 days prior to the board meeting I did request this information um with Administration and I was told by uh board president Rodriguez that I could come during office hours view those documents and I feel that's completely unprofessional um if if we as a board are are supposed to be informed of all of these things I shouldn't have to come down during my work day to view documents that should be given to us here at the board meeting to make an informed decision so um because of that I'm asking that the board not vote on these two properties tonight but um therefore postpone both land acquisition proposals until all required information has been presented to the board and so that we can make well informed votes and uh it follow procedure the way it's supposed to be done that's my motion”

Mr. Rodriguez mentioned that for transparency this information and issues could be addressed in executive session and that documents were available for review in office due to some transactions that were still pending at the time. Mr. Rodriguez suggested to break into executive session and discussion of items 5.B, 5.C. and 5.D

Executive session started at 7:10 PM

Return to session at 8:37 PM

Returning to item 5.B, Mr. Mata suggested to re-introduce the motion to the board:

“Motion to authorize the administration, on behalf of the District, to enter into and perform its obligations under that certain Purchase and Sale Agreement dated October 17, 2024, between the District, as buyer and Hunt Communities Development Co. II, LLC, a Texas limited liability company, as seller for the purchase of real property described as approximately 20.194 acres of unimproved land known as Cimarron Canyon Unit Eight, El Paso County, Texas, for District use; to authorize Armando Rodriguez, as President, and/or Dr. Pedro Galaviz, as Superintendent, of the District, to sign such agreements, documents and instruments as may be required under such Agreement; to authorize the Secretary and/or Vice President of the District’s Board of Trustees to execute a certificate of meeting minutes in relation to such Agreement; and to approve authorize the closing of the purchase of such real property by the District in accordance with the Agreement.”

Motion as recommended by legal counsel from trustee Borrego, second by trustee Martinez

Mrs. Barnes-Yes, Mrs. Borrego-Yes, Mrs. Maldonado-Yes, Mr. Martinez-Yes, Mrs. Ortega-Yes, Mr. Rodriguez-Yes, Mrs. Zuniga-Yes. Motion Passes.

- 5.C. Discussion and Possible Action to Authorize the Administration and Board President to Sign all Documents Necessary to Complete the Transaction for the Purchase of the Property Described as 25.202 acres, Enchanted Hills Unit 7, El Paso County, Texas
Mr. Mata read suggested motion to the board

“Motion to authorize the administration, on behalf of the District, to enter into and perform its obligations under that certain Real Estate Contract with the effective date of October 28, 2024, between the District, as buyer and EP Transmountain Residential, LLC, a Texas limited liability company, as seller for the purchase of real property

described as approximately 25.202 acres of land to be platted as Lot 1, Block 48, Enchanted Hills Unit Seven, El Paso County, Texas, for District use; to authorize Armando Rodriguez, as President, and/or Dr. Pedro Galaviz, as Superintendent, of the District, to sign such agreements, documents and instruments as may be required under such Contract; to authorize the Secretary and/or Vice President of the District's Board of Trustees to execute a certificate of meeting minutes in relation to such Contract; and to authorize the closing of the purchase of such real property by the District in accordance with the Contract."

Motion as recommended by legal counsel from trustee Maldonado, second by trustee Borrego

Mrs. Barnes-Yes, Mrs. Borrego-Yes, Mrs. Maldonado-Yes, Mr. Martinez-Yes, Mrs. Ortega-Yes, Mr. Rodriguez-Yes, Mrs. Zuniga-Yes. Motion Passes.

5.D. Discussion and Possible Action to Approve and Ratify the Contract for the Purchase of the Property Known as Johnny Bean Horse Farm.

Mr. Mata read the suggested motion to the board:

"Motion to authorize the administration, on behalf of the District, to enter into and perform its obligations under that certain Commercial Contract – Improved Property with the effective date of July 11, 2024, as amended between the District, as buyer and Johnny Bean Horse Farm, Inc., and the John Bean Family Trust created under the Will of Anna Jackson Bean, (Deceased), as sellers for the purchase of real property commonly known as the "Johnny Bean Horse Farm" and municipally known as 6201 Strahan Road, El Paso, Texas, for District use; to authorize each of Armando Rodriguez, as President, and/or Dr. Pedro Galaviz, as Superintendent, of the District, to sign such agreements, documents and instruments as may be required under such Contract; to authorize the Secretary and/or Vice President of the District's Board of Trustees to execute a certificate of meeting minutes in relation to such Contract; and to approve and ratify all acts of the Superintendent and the District's officers, employees, and agents taken in furtherance of the transaction contemplated by such Contract to include the closing of the purchase of such real property by the District."

Mrs. Borrego made a comment for the community and the media that they need to fact check and it was reported on the media that Bond Management Company PROCEDEO was mentioned on media as responsible for assisting with acquisition.

Mrs. Maldonado added that she heard feedback stating community was not involved. But it was her experienced that the CBAC committee and taskforce were involved in the process of acquisition of land and the community did have a voice.

Mr. Rodriguez added for a timeline for transparency reasons

Motion as recommended by legal counsel from trustee Maldonado, second by trustee Zuniga

Mrs. Barnes-No, Mrs. Borrego-Yes, Mrs. Maldonado-Yes, Mr. Martinez-Yes, Mrs. Ortega-No, Mr. Rodriguez-Yes, Mrs. Zuniga-Yes. Motion Passes.

5.E. Quarterly Update From PROCEDEO

Mr. Ernesto Ortiz presented to the board with the quarterly update. He introduced the PROCEDEO team to the new board members. As well as provided information on completion percentage per project.

5.F. Discussion and Recommendation Regarding Board Evaluation and Superintendent's Evaluation Calendar

5.G. Discussion and Recommendation for Lone Star Governance Dates.

Mr. Rodriguez stated that as discussed during the past superintendent's evaluation an evaluation calendar needs to be created. Mr. Rodriguez mentioned that since there are new board members they would benefit from having a board workshop for superintendents evaluation. The Board members coordinated and agreed on dates to complete the LSG training.

5.H. Discussion and Recommendation Regarding the Public Facility Corporation.

Arnold Cantu and Rudy Mejia updated the board with information from the Public Facilities Corporation. He mentioned that the inaugural meeting took place where administrative matters were addressed. Mr. Cantu also presented the new board members with a summary of that a PFC is.

6. CONSENT AGENDA-VOTING

6.A. BUSINESS SERVICES

6.A.1. Approval of the Meeting Minutes

6.A.1.a. Approval of the April 23, 2024 Meeting Minutes

6.A.1.b. Approval of the August 28, 2024 Meeting Minutes

6.A.1.c. Approval of the September 10, 2024 Meeting Minutes

6.A.1.d. Approval of the September 23, 2024 Meeting Minutes

6.A.1.e. Approval of the September 30, 2024 Meeting Minutes

6.A.1.f. Approval of the October 22, 2024 Meeting Minutes

6.A.1.g. Approval of the November 19, 2024 Special Board Meeting Minutes

6.A.1.h. Approval of the November 19, 2024 Regular Board Meeting Minutes

6.A.2. Approval of the Monthly Donations

6.A.2.a. Board Acceptance of the November 2024 Donations Report

6.A.3. Approval of the Budget Amendments

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

6.A.4. Approval of the 2024-2025 Memorandum of Understanding between Canutillo ISD and ESC Region 19 Texas Student Data Systems (TSDS) Support Cooperative.

6.A.5. Request for Approval to Renew Interlocal Agreement with West Texas Cooperative, Region 17 to support day to day purchases for the Child Nutrition Program and ensure cost savings for 2025-2026

6.A.6. Acceptance of the Annual Comprehensive Financial Report for the Year Ended June 30, 2024

6.A.7. Approval of the Recommendation to Contract RFQ 2025-03B Geotechnical Engineering Services for Canutillo ISD 2024 Bond Referendum Projects. Listed in Order of Evaluation Score: CQC Testing and Engineering, LLC; Atlas Technical

Consultants, LLC; Intertek-PSI; WSP Environmental & Infrastructure, Inc. and Millenium Engineers Group.

- 6.A.8. Approval of the Recommendation to Contract RFQ 2025-06B Civil Engineering Services for Canutillo ISO 2024 Bond Referendum Projects. Listed in Order of Evaluation Score: Quantum Engineering Consultant, Inc.; SLI Engineering Inc.; Parkhill, Smith & Cooper, Inc.; Frank X Spencer & Associates, Inc. and Huill-Zollars, Inc.

6.B. HUMAN RESOURCES

- 6.B.1. Discussion and possible action regarding the Academic Calendars for 2 Consecutive school years, 2025-2026 and 2026-2027 for NWECHS & CISD
- 6.B.2. Discussion and possible action regarding CTE Teacher for Agricultural Science under District of Innovation for Canutillo High School
Motion to approve consent agenda with exception of 6.A.1.H – Nov 19 meeting minutes.

Mrs. Borrego stepped out at 6:35 PM

Motion by Mrs. Maldonado, Second by Mrs. Zuniga,

Barnes-Yes, Borrego-Stepped out of the room, Maldonado-Yes, Martinez-Yes, Rodriguez-Yes, Ortega-Yes, Zuniga-Yes. Motion Passes.

Mrs. Borrego Returned at 6:37 PM

6.A.1.H

Mr. Rodriguez requested to have item postponed until the next meeting of January. To see if trustee Ortega's statement was "stated for the record". Meeting minutes to be corrected if trustees started for the record otherwise to be approved.

7. EXECUTIVE SESSION Closed at 7:10 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
Open Session/Items 5.B, 5.C and 5.D

8. ADJOURNMENT

The meeting was adjourned at **9:36 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **January 29, 2025**. 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:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



**YWCA EL PASO
AND
CANUTILLO INDEPENDENT SCHOOL DISTRICT**

**PRE-K EARLY LEARNING ACADEMY PROGRAM AGREEMENT
(YWCA Escobar Early Learning Academy)**

This Pre-K Early Learning Academy Programming Agreement (**Agreement**) is executed between the Canutillo Independent School District (**CISD or District**) and the YWCA El Paso del Norte Region (**YWCA**).

1. Purpose of the Agreement:

CISD and YWCA agree to establish a prekindergarten program at a YWCA Pre-K classroom at 115 N. Davis, El Paso, Texas 79907, to be known as the “YWCA Escobar Early Learning Academy” (the “Academy”), on the basis set out in this Agreement. The purpose of this Agreement is to outline the terms on which YWCA and CISD will establish the Academy for children ages 4 and under, expressly including pre-K 3 and pre-K 4 children.

2. Background:

CISD’s mission is to optimize their students’ academic, artistic, athletic, and interpersonal skills. CISD’s commitment to quality pre-K educational programming extends that mission beyond the classroom and promotes a culture of opportunities for families, faculty, and staff seeking pre-school care for their children.

The Texas Workforce Commission (“TWC”) and the Texas Education Agency (“TEA”) have developed guidelines for “Pre-Kindergarten Partnerships”, which are collaborations between school districts/charter schools and high-quality child-care programs. Eligible children are dually enrolled in public school pre-k and TWC’s Child Care Services program, most often receiving their pre-k instruction and wraparound care (the hours before and after pre-k instruction) at the child care classroom. The Academy is such a child care classroom, and, therefore, eligible children participating in the Academy’s program must be dually enrolled in both CISD and the Academy.

CISD will not provide qualified teachers under this Agreement. All personnel will be provided by the Academy. CISD will provide a teacher liaison to assist YWCA with the Academy.

3. Scope and Term of Agreement:

- a) Scope. CISD and YWCA agree, on the basis set out in this Agreement, to utilize a classroom designated by YWCA at the specified YWCA location for the Academy. Written consent by both parties is required for any permanent change to the location of the Academy. CISD shall be permitted without any rental charge or expense fee to use the Academy to provide students enrolled in the program Pre-K services that primarily benefits Pre-K children enrolled at the Academy on days in which school is in session. Use on non-school days or at additional times shall be approved by the

YWCA in accordance with YWCA Policy.

- b) Term. This Agreement between YWCA and CISD will be effective during the 2024--2025 school year, to begin on August 1, 2024 and end on June 30, 2025.
- c) CISD students will follow the instructional calendar for both CISD and YWCA as it relates to enrolled coursework. Students enrolled in the Academy will attend classes on days outlined in the CISD Instructional Calendar and count for Average Daily Attendance (ADA). Students enrolled in the YWCA PreK and before and after school program will attend on days outlined in the YWCA Calendar and will not count for ADA.
- d) The Parties agree to collaborate on effective methods for monitoring and assessing student progress, ensuring early intervention when necessary. Progress monitoring at YWCA will be conducted at the Beginning of Year, Middle of the Year, and End of Year using the assessment tool CIRCLE and reported to CISD on dates designated by CISD.

4. YWCA will:

- a) Assure State-licensed daily Early Learning Academy programming is provided at the Academy;
- b) Open operations for the Academy that is capable of sustaining a population of no less than 10 children attending per classroom session and no more than 18 children per classroom session;
- c) Provide at the Academy two classroom sessions, 07:40 AM-10:50 AM and 11:25 AM-02:35 PM, during CISD school days;
- d) Collaborate with CISD and organize annual recruitment sessions;
- e) Make related marketing presentations to faculty and parents;
- f) Engage YWCA Program Director(s) and the YWCA Program Administrator(s) in the review of incidents and concerns from CISD Administration and Principals as needed;
- g) Seek quality professional(s) to serve CISD Pre-K students with licensed Early Learning Academy programming that prepares children academically, socially and emotionally to succeed in the next stages of their development;
- h) YWCA commits to providing experienced and qualified teachers or certified employees who contribute to the program's overall excellence as outlined in Texas Education Code §29.167 (b-1), Commissioner's Rule: TAC §102.1003 (d), as revised to reflect changes enacted by House Bill (HB) 2729, 88th Texas Legislature, Regular Session, 2023.
- i) Refer families to YWCA services as appropriate including: workforce development and employment readiness, affordable housing, teen leadership, fitness programs and homeless services;
- j) Designate a YWCA Program Administrator who will meet regularly with each YWCA staff member to provide supervision/guidance and will assure that staff members fulfill their duties and adhere to YWCA and CISD policies and procedures;
- k) Provide school contacts with all information pertaining to the Site Director for the Academy including emergency phone numbers;
- l) Services are contingent upon meeting a minimum enrollment threshold and maintaining program financial sustainability.
- m) CISD & YWCA students are required to meet the CISD attendance requirements for

all PreK courses and the attendance requirements. YWCA will appropriately document student attendance as set forth by CISD and TEA guidelines, according to the Texas Student Attendance and Accounting Handbook (SAAH).

5. CISD will:

- a) Provide all necessary materials, curriculum and equipment for program site operations;
- b) Verify and notify eligibility of students for the program;
- c) Support co-branded marketing materials on CISD campuses and in the target community;
- d) Post co-branded materials including banners on CISD campuses;
- e) Allow YWCA to include program information in student's enrollment/registration packets;
- f) Produce an interest list to determine site viability;
- g) Facilitate communication with parents at CISD parent events;
- h) Designate a contact person at the Academy who will provide pertinent information about the school such as scheduling, room arrangement and updates as needed;
- i) Inform the YWCA Site Director of any changes in the schedule if the designated classroom cannot be utilized for a temporary period (such as repairs), and provide the YWCA with an alternate classroom(s) at the same location that can accommodate all children in care and meet the Child Care Licensing requirements;
- j) CISD commits to providing a certified Prekindergarten Partnership Supervisor for all YWCA qualified teachers or employees for the prekindergarten program as outlined in Texas Education Code §29.167 (b), Commissioner's Rule: TAC §102.1003 (d), as revised by House Bill (HB) 2729, 88th Texas Legislature, Regular Session, 2023. The Prekindergarten Partnership Supervisor must be certified under Texas Education Code, Chapter 21, Subchapter B.

6. Program Staff:

In the performance of this Agreement, it is mutually understood and agreed that YWCA and its employees are at all times acting and performing as independent service providers with, and not as employees, joint ventures, or agents of the District. The District shall neither have nor exercise any control or direction over the specific methods or judgment by which YWCA provides services to students at the Academy or any other YWCA locations or in connection with any YWCA program. This Agreement does not create an employment relationship between YWCA employees and the District. The District shall not be liable in any way for any compensation, wages or expenses of YWCA personnel in connection with providing services to the student's participating in any YWCA program. YWCA personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the YWCA.

Any employees or subcontractors having access to District locations must submit to a

criminal background check as required by Texas law. YWCA shall certify that criminal background search records have been completed and that none of its employees or subcontractors have been convicted of a felony, or misdemeanor involving moral turpitude, or of any crime involving harm to a child. The criminal background checks must be performed before any new employee or subcontractor is permitted to enter District property and at least annually for all employees or subcontractors providing services under this Agreement. YWCA shall provide the District with copies of said criminal background checks within twenty-four (24) hours of written demand for same. The District shall be the final arbiter of what constitutes a "location where students are regularly present."

7. Student Services

a. Student Services Provided by CISD.

Except as expressly set forth herein, CISD shall provide student services for all CISD students enrolled at Academy under this Agreement including health services, counseling services, tutorial services, and all school books and teaching materials.

b. Student Services Provided by YWCA.

In addition to on-site resources provided by CISD at the YWCA, students will have access to all YWCA student services and privileges. Upon mutual agreement, YWCA will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in Prekindergarten.

c. Codes of Conduct.

CISD students will adhere to all the requirements of the CISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in YWCA Code of Conduct, YWCA Student Handbook, and the YWCA Board Policies and Procedures. In the event of any inconsistency between the CISD Code of Conduct and the YWCA Code of Conduct, the CISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.

8. Funding

The Parties agree on the following funding considerations:

- YWCA will keep all tuition/enrollment fees they charge for all students.
- YWCA will pay salaries for all qualified/participating YWCA staff
- YWCA will retain all state Child Care Services (CCS) funding
- YWCA will retain 40% of all ADA collected for eligible students
- CISD will pay salaries for teacher Supervisory staff and CISD employees assigned to participate in the program
- CISD will retain 60% of all ADA collected for eligible Prekindergarten students throughout the academic year. ADA funding is received for students who meet

one of the following:

Texas Education Code Statute: TEC §29.153 (b)
Resources: Student Attendance and Accounting Handbook (SAAH),
Section 7.2 & 3.5.

9. Enrollment

To be eligible for enrollment in a free prekindergarten class, a child must be at least three years of age on or before September 1 of the current school year (if a 3-year-old program is available) or four years of age on or before September 1 of the current school year and meet at least one of the following eligibility requirements:

- unable to speak and comprehend the English language
- is educationally disadvantaged (eligible to participate in the national school lunch program... guidelines about NSLP eligibility can be found in sections 4 and 6 of the Texas Department of Agriculture's Administrators Reference Manual)
- is homeless, as defined by 42 USC, §11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child
- is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority
- is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty
- is or has ever been in the conservatorship of the Texas Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code §262.201
- is the child of a person eligible for the Star of Texas Award as:
 - a peace officer under Texas Government Code §3106.002
 - a firefighter under Texas Government Code §3106.003
 - an emergency medical first responder under Texas Government Code §3106.004

Eligibility applies to three-year-old's when a three-year-old program is available.

10. Indemnity/Liability:

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or alter any liability arising under the law. CISD and YWCA shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents, and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. CISD shall bear sole responsibility and liability for any claims by its students, arising from acts, omissions, and negligence attributed to

CISD. CISD and YWCA expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law. This Agreement does not create any obligation by one party to indemnify the other. No provision of this Agreement is consent to suit.

11. Insurance:

YWCA represents and agrees that it shall provide and maintain the following insurance: general liability with limits of liability of not less than \$1,000,000.00 per occurrence, automobile liability with limits of not less than \$500,000.00 per occurrence, and workers' compensation insurance in compliance with the statutory limits. Upon execution of this Agreement, YWCA shall provide to the District original certificates of insurance indicating proof of any such required insurance. YWCA shall assure that the District will receive written notice at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation or termination of such insurance policies. The District shall be listed as an additional insured on all policies.

12. FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), YWCA hereby designates CISD as an official with a legitimate educational interest in the educational records of the students who participate in the YWCA Program to the extent that access to the records are required by the CISD to carry out the Program; and CISD hereby designates YWCA as a school official with a legitimate educational interest in the educational records of the Students who participate in the Prekindergarten to the extent that access to the records are required by YWCA to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

13. Amendments:

This Agreement may be amended in whole or in part by a written amendment signed by both parties.

14. Termination:

This Agreement may be terminated in whole or in part by either party giving thirty (30) days written notice to the other party. Such notice shall be sent by certified mail, return receipt requested, to the address of the other party as listed below.

15. No Third-Party Beneficiary:

Nothing in this Agreement is intended to or does operate to create any third-party beneficiary rights.

16. Relationship of the Parties:

Notwithstanding the name of the TEA program, nothing contained in this Agreement shall be construed as establishing a legal partnership or joint obligation among the parties hereto. Each party retains the right to conduct its business as it sees fit.

17. Funding:

The Parties agree that each shall be responsible for funding the obligations and work to be performed by that party. This Agreement is specifically contingent on approval by the governing Board of each Party and shall be null and void if such funding is not approved for any term of the Agreement.

Any additional or expanded services falling within the scope of this Agreement, including the costs thereof, which are mutually agreed to by the parties shall be implemented by a written amendment signed by both Parties. Any associated billing and payment process and schedules shall be specified in the authorizing written amendment. Payments will be made semi-annually.

18. Authority:

Each party by signing this Agreement represents to the other that they are authorized to act on behalf of their party on matters within the Agreement.

CISD:

YWCA:

Name: _____

Name: Sereka Barlow _____

Title: _____

Title: Chief Executive Officer _____

Signature: _____

Signature: _____

Date: _____

Date: _____

**YWCA EL PASO
AND
CANUTILLO INDEPENDENT SCHOOL DISTRICT**

**PRE-K EARLY LEARNING ACADEMY PROGRAM AGREEMENT
(YWCA Via Verde Early Learning Academy)**

This Pre-K Early Learning Academy Programming Agreement (**Agreement**) is executed between the Canutillo Independent School District (**CISD or District**) and the YWCA El Paso del Norte Region (**YWCA**).

1. Purpose of the Agreement:

CISD and YWCA agree to establish a prekindergarten program at a YWCA Pre-K classroom at 919 Hunter Dr. (Building D) El Paso, TX 79907, to be known as the “YWCA Via Verde Early Learning Academy” (the “Academy”), on the basis set out in this Agreement. The purpose of this Agreement is to outline the terms on which YWCA and CISD will establish the Academy for children ages 4 and under, expressly including pre-K 3 and pre-K 4 children.

2. Background:

CISD’s mission is to optimize their students’ academic, artistic, athletic, and interpersonal skills. CISD’s commitment to quality pre-K educational programming extends that mission beyond the classroom and promotes a culture of opportunities for families, faculty, and staff seeking pre-school care for their children.

The Texas Workforce Commission (“TWC”) and the Texas Education Agency (“TEA”) have developed guidelines for “Pre-Kindergarten Partnerships”, which are collaborations between school districts/charter schools and high-quality child-care programs. Eligible children are dually enrolled in public school pre-k and TWC's Child Care Services program, most often receiving their pre-k instruction and wraparound care (the hours before and after pre-k instruction) at the child care classroom. The Academy is such a child care classroom, and, therefore, eligible children participating in the Academy’s program must be dually enrolled in both CISD and the Academy.

CISD will not provide qualified teachers under this Agreement. All personnel will be provided by the Academy. CISD will provide a teacher liaison to assist YWCA with the Academy.

3. Scope and Term of Agreement:

a) **Scope.** CISD and YWCA agree, on the basis set out in this Agreement, to utilize a classroom designated by YWCA at the specified YWCA location for the Academy. Written consent by both parties is required for any permanent change to the location of the Academy. CISD shall be permitted without any rental charge or expense fee to use the Academy to provide students enrolled in the program Pre-K services that primarily benefits Pre-K children enrolled at the Academy on days in which school is in session. Use on non-school days or at additional times shall be approved by the

YWCA in accordance with YWCA Policy.

- b) Term. This Agreement between YWCA and CISD will be effective during the 2024--2025 school year, to begin on August 1, 2024 and end on June 30, 2025.
- c) CISD students will follow the instructional calendar for both CISD and YWCA as it relates to enrolled coursework. Students enrolled in the Academy will attend classes on days outlined in the CISD Instructional Calendar and count for Average Daily Attendance (ADA). Students enrolled in the YWCA PreK and before and after school program will attend on days outlined in the YWCA Calendar and will not count for ADA.
- d) The Parties agree to collaborate on effective methods for monitoring and assessing student progress, ensuring early intervention when necessary. Progress monitoring at YWCA will be conducted at the Beginning of Year, Middle of the Year, and End of Year using the assessment tool CIRCLE and reported to CISD on dates designated by CISD.

4. YWCA will:

- a) Assure State-licensed daily Early Learning Academy programming is provided at the Academy;
- b) Open operations for the Academy that is capable of sustaining a population of no less than 10 children attending per classroom session and no more than 18 children per classroom session;
- c) Provide at the Academy two classroom sessions, 07:40 AM-10:50 AM and 11:25 AM-02:35 PM, during CISD school days;
- d) Collaborate with CISD and organize annual recruitment sessions;
- e) Make related marketing presentations to faculty and parents;
- f) Engage YWCA Program Director(s) and the YWCA Program Administrator(s) in the review of incidents and concerns from CISD Administration and Principals as needed;
- g) Seek quality professional(s) to serve CISD Pre-K students with licensed Early Learning Academy programming that prepares children academically, socially and emotionally to succeed in the next stages of their development;
- h) YWCA commits to providing experienced and qualified teachers or certified employees who contribute to the program's overall excellence as outlined in Texas Education Code §29.167 (b-1), Commissioner's Rule: TAC §102.1003 (d), as revised to reflect changes enacted by House Bill (HB) 2729, 88th Texas Legislature, Regular Session, 2023.
- i) Refer families to YWCA services as appropriate including: workforce development and employment readiness, affordable housing, teen leadership, fitness programs and homeless services;
- j) Designate a YWCA Program Administrator who will meet regularly with each YWCA staff member to provide supervision/guidance and will assure that staff members fulfill their duties and adhere to YWCA and CISD policies and procedures;
- k) Provide school contacts with all information pertaining to the Site Director for the Academy including emergency phone numbers;
- l) Services are contingent upon meeting a minimum enrollment threshold and maintaining program financial sustainability.
- m) CISD & YWCA students are required to meet the CISD attendance requirements for

all PreK courses and the attendance requirements. YWCA will appropriately document student attendance as set forth by CISD and TEA guidelines, according to the Texas Student Attendance and Accounting Handbook (SAAH).

5. CISD will:

- a) Provide all necessary materials, curriculum and equipment for program site operations;
- b) Verify and notify eligibility of students for the program;
- c) Support co-branded marketing materials on CISD campuses and in the target community;
- d) Post co-branded materials including banners on CISD campuses;
- e) Allow YWCA to include program information in student's enrollment/registration packets;
- f) Produce an interest list to determine site viability;
- g) Facilitate communication with parents at CISD parent events;
- h) Designate a contact person at the Academy who will provide pertinent information about the school such as scheduling, room arrangement and updates as needed;
- i) Inform the YWCA Site Director of any changes in the schedule if the designated classroom cannot be utilized for a temporary period (such as repairs), and provide the YWCA with an alternate classroom(s) at the same location that can accommodate all children in care and meet the Child Care Licensing requirements;
- j) CISD commits to providing a certified Prekindergarten Partnership Supervisor for all YWCA qualified teachers or employees for the prekindergarten program as outlined in Texas Education Code §29.167 (b), Commissioner's Rule: TAC §102.1003 (d), as revised by House Bill (HB) 2729, 88th Texas Legislature, Regular Session, 2023. The Prekindergarten Partnership Supervisor must be certified under Texas Education Code, Chapter 21, Subchapter B.

6. Program Staff:

In the performance of this Agreement, it is mutually understood and agreed that YWCA and its employees are at all times acting and performing as independent service providers with, and not as employees, joint ventures, or agents of the District. The District shall neither have nor exercise any control or direction over the specific methods or judgment by which YWCA provides services to students at the Academy or any other YWCA locations or in connection with any YWCA program. This Agreement does not create an employment relationship between YWCA employees and the District. The District shall not be liable in any way for any compensation, wages or expenses of YWCA personnel in connection with providing services to the student's participating in any YWCA program. YWCA personnel are not entitled to participate in any pension plans, bonus, stock, or similar benefits that the District provides for its employees, including workers' compensation insurance, unemployment compensation, vacation pay, sick leave, retirement benefits, Social security benefits, disability insurance benefits, unemployment insurance benefits, or any other employee benefits, all of which shall be the sole responsibility of the YWCA.

Any employees or subcontractors having access to District locations must submit to a criminal background check as required by Texas law. YWCA shall certify that criminal

background search records have been completed and that none of its employees or subcontractors have been convicted of a felony, or misdemeanor involving moral turpitude, or of any crime involving harm to a child. The criminal background checks must be performed before any new employee or subcontractor is permitted to enter District property and at least annually for all employees or subcontractors providing services under this Agreement. YWCA shall provide the District with copies of said criminal background checks within twenty-four (24) hours of written demand for same. The District shall be the final arbiter of what constitutes a "location where students are regularly present."

7. Student Services

a. Student Services Provided by CISD.

Except as expressly set forth herein, CISD shall provide student services for all CISD students enrolled at Academy under this Agreement including health services, counseling services, tutorial services, and all school books and teaching materials.

b. Student Services Provided by YWCA.

In addition to on-site resources provided by CISD at the YWCA, students will have access to all YWCA student services and privileges. Upon mutual agreement, YWCA will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in Prekindergarten.

c. Codes of Conduct.

CISD students will adhere to all the requirements of the CISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in YWCA Code of Conduct, YWCA Student Handbook, and the YWCA Board Policies and Procedures. In the event of any inconsistency between the CISD Code of Conduct and the YWCA Code of Conduct, the CISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.

8. Funding

The Parties agree on the following funding considerations:

- YWCA will keep all tuition/enrollment fees they charge for all students.
- YWCA will pay salaries for all qualified/participating YWCA staff
- YWCA will retain all state Child Care Services (CCS) funding
- YWCA will retain 40% of all ADA collected for eligible students
- CISD will pay salaries for teacher Supervisory staff and CISD employees assigned to participate in the program
- CISD will retain 60% of all ADA collected for eligible Prekindergarten students throughout the academic year. ADA funding is received for students who meet one of the following:

Texas Education Code Statute: TEC §29.153 (b)
Resources: Student Attendance and Accounting Handbook (SAAH),
Section 7.2 & 3.5.

9. Enrollment

To be eligible for enrollment in a free prekindergarten class, a child must be at least three years of age on or before September 1 of the current school year (if a 3-year-old program is available) or four years of age on or before September 1 of the current school year and meet at least one of the following eligibility requirements:

- unable to speak and comprehend the English language
- is educationally disadvantaged (eligible to participate in the national school lunch program... guidelines about NSLP eligibility can be found in sections 4 and 6 of the Texas Department of Agriculture's Administrators Reference Manual)
- is homeless, as defined by 42 USC, §11434a, regardless of the residence of the child, of either parent of the child, or of the child's guardian or other person having lawful control of the child
- is the child of an active-duty member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who is ordered to active duty by proper authority
- is the child of a member of the armed forces of the United States, including the state military forces or a reserve component of the armed forces, who was injured or killed while serving on active duty
- is or has ever been in the conservatorship of the Texas Department of Family and Protective Services (foster care) following an adversary hearing held as provided by Family Code §262.201
- is the child of a person eligible for the Star of Texas Award as:
 - a peace officer under Texas Government Code §3106.002
 - a firefighter under Texas Government Code §3106.003
 - an emergency medical first responder under Texas Government Code §3106.004

Eligibility applies to three-year-old's when a three-year-old program is available.

10. Indemnity/Liability:

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or alter any liability arising under the law. CISD and YWCA shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents, and employees who are performing duties under this Agreement and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. CISD shall bear sole responsibility and liability for any claims by its students, arising from acts, omissions, and negligence attributed to CISD. CISD and YWCA expressly maintain all rights of governmental immunity or

sovereign immunity from litigation or liability, to the extent provided by applicable law. This Agreement does not create any obligation by one party to indemnify the other. No provision of this Agreement is consent to suit.

11. Insurance:

YWCA represents and agrees that it shall provide and maintain the following insurance: general liability with limits of liability of not less than \$1,000,000.00 per occurrence, automobile liability with limits of not less than \$500,000.00 per occurrence, and workers' compensation insurance in compliance with the statutory limits. Upon execution of this Agreement, YWCA shall provide to the District original certificates of insurance indicating proof of any such required insurance. YWCA shall assure that the District will receive written notice at least thirty (30) days in advance of the effective dates of any reduction, modification, cancellation or termination of such insurance policies. The District shall be listed as an additional insured on all policies.

12. FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), YWCA hereby designates CISD as an official with a legitimate educational interest in the educational records of the students who participate in the YWCA Program to the extent that access to the records are required by the CISD to carry out the Program; and CISD hereby designates YWCA as a school official with a legitimate educational interest in the educational records of the Students who participate in the Prekindergarten to the extent that access to the records are required by YWCA to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

13. Amendments:

This Agreement may be amended in whole or in part by a written amendment signed by both parties.

14. Termination:

This Agreement may be terminated in whole or in part by either party giving thirty (30) days written notice to the other party. Such notice shall be sent by certified mail, return receipt requested, to the address of the other party as listed below.

15. No Third-Party Beneficiary:

Nothing in this Agreement is intended to or does operate to create any third-party beneficiary rights.

16. Relationship of the Parties:

Notwithstanding the name of the TEA program, nothing contained in this Agreement shall be construed as establishing a legal partnership or joint obligation among the parties hereto. Each party retains the right to conduct its business as it sees fit.

17. Funding:

The Parties agree that each shall be responsible for funding the obligations and work to be performed by that party. This Agreement is specifically contingent on approval by the governing Board of each Party and shall be null and void if such funding is not approved for any term of the Agreement.

Any additional or expanded services falling within the scope of this Agreement, including the costs thereof, which are mutually agreed to by the parties shall be implemented by a written amendment signed by both Parties. Any associated billing and payment process and schedules shall be specified in the authorizing written amendment. Payments will be made semi-annually.

18. Authority:

Each party by signing this Agreement represents to the other that they are authorized to act on behalf of their party on matters within the Agreement.

CISD:

Name: _____

Title: _____

Signature: _____

Date: _____

YWCA:

Name: Sereka Barlow _____

Title: Chief Executive Officer _____

Signature: _____

Date: _____

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 1-28-25

Subject/Title for Agenda Posting:

Justification Statement:

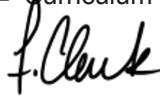
Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:



Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



Board of Trustees

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the Recommendation to Contract RFQ 2025-04B Roof Consulting Services for Canutillo ISD 2024 Bond Referendum Projects. Listed in order of evaluation scores: Terracon Consulting, Inc., KWA Engineering & Building Science Co. Inc., Armko Industries, Inc., Amtech Solutions, Inc.

Justification Statement: To authorize administration to proceed with contract negotiations for selected firms, as per Administration Review Committee evaluation and scoring. Approval is required for District Program Manager to proceed with the comprehensive assessment to ensure the longevity, safety, and efficiency of roofing system.

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 #2025-04B, for Roof Consulting Services for the Canutillo ISD 2024 Referendum Projects.

The RFQ closed on November 18, 2024, and received six (6) statement of qualifications. On December 10, 2024, an evaluation committee met to review all qualification statements received. The evaluation committee consisted of Dr. Pedro Galaviz, Superintendent; Dr. Oscar Rico, Executive Director of Operations; Ms. Cristina Pulley, Executive Director of Financial Services evaluated the firm's statements of qualifications according to the selection criteria as stated in the RFQ packet. Mr. Ernesto Ortiz, Program Director and Mrs. Corina Heredia, Purchasing Manager, acted as facilitator and moderator during the evaluation process on behalf of the Program Manager. The administration would like to award the vendor that scored 70 points or above, to provide flexibility in the event that the first ranked vendor is unable to complete the requested project in the required time frame or additional services are required.

RECOMMENDATION: Administration Recommends that the Board approve the recommendation and award contract(s) for RFQ 2025-04B Roof Consulting Services and authorize administration to proceed with contract negotiations with Terracon Consulting, Inc., KWA Engineering & Building Science Co. Inc., Armko Industries, Inc., Amtech Solutions, Inc., with a contract to be contingent upon review by the District's Legal Counsel.

Total Budget for Roof Consulting Services	
Campus	Budget per Campus
Reyes ES	\$3,363.00
Garcia ES	\$10,786.00
Bill Childress ES	\$11,142.00
Damian ES	\$11,142.00
Canutillo ES	\$14,254.00
Canutillo HS	\$25,340.00
Northwest ECHS	\$63,609.00
Davenport ES	\$106,003.00
Alderete MS	\$159,222.00
Canutillo MS	\$160,888.00

PRIOR BOARD ACTION: No

AWARDED: N/A

AWARDED AMOUNT: N/A

AMOUNT(S): Not to Exceed \$565,749.00

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:

Operations

CONSEQUENCES OF NON-APPROVAL:

Cannot enter contract negotiation and award for Canutillo ISD 2024 Bond Projects.

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S): ✓

Exhibit A: 2025-04B Executive Summary Back Up Information

Exhibit B: 2025-04B Roof Consulting Bid Tabulation Form

Exhibit C: 2025-04B Contract A101- 2017





EXECUTIVE SUMMARY BACK UP INFORMATION

**Roof Consulting Services for the Canutillo ISD 2024 Bond Referendum Projects
RFQ 2025-04B**

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:	November 4, 2024
SECOND ADVERTISEMENT DATE:	November 11, 2024
EMAIL NOTIFICATIONS SENT:	584
IONWAVE POSTING DATE:	November 4, 2024
PRE-BID CONFERENCE:	NONE
BID DUE DATE:	November 18, 2024
DAYS THAT BID WAS AVAILABLE:	14
VENDOR WEBSITE VIEWS:	28
NUMBER OF BIDS RECEIVED:	6
NUMBER OF LATE BIDS REJECTED:	0
CONTRACT TERM:	The initial term of this RFQ 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:	Budget not to Exceed \$565,749.00

Exhibit B: RFQ 2025-04B Roof Consulting Services Bid Tabulation Form

RFQ 2025-04B - Roof Consulting Services for the Canutillo ISD 2024 Bond Referendum Projects

Supplier	Rank	Score	Introduction and Firm Profile 20	Educational Experience 25	Personnel 20	Workload 20	References 15
Terracon Consultants, Inc.	1	84.67	17.67	21.67	19.33	16.00	10.00
KWA Engineering & Building Sci	2	82.67	15.33	21.33	14.67	16.33	15.00
Armko Industries Inc.	3	79.00	16.00	20.00	15.33	12.67	15.00
Amtech Solutions, Inc.	4	71.00	14.33	18.33	10.00	13.33	15.00
Mantis Innovation, LLC	5	65.67	13.33	17.33	13.00	12.00	10.00
The Garland Company _ DBS Inc.	6	41.33	13.67	12.00	10.33	5.33	0.00



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year 2025.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

User Notes:

(726152812)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual (if any) and Construction Documents, Drawings, Specifications, , Geotechnical Reports (if any), Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract. Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project.

"Construction Documents" means: All Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Owner's Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute, subject to its Board Policies, a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent of Schools or other Board designee.

§ 1.4 The Board designates the authorized representatives identified in Section 8.2 herein below to act on its behalf

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in other respects

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect, nor effective, until the Agreement has been signed by the Contractor, approved or authorized by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute the Work and achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than) calendar days from the date of commencement of the Work.
- By the following date:

Final Completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

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§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
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§ 4.2.2

(Paragraphs deleted)

[deleted]

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.5.1 Substantial Completion. Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor’s failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$300 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2. Final Completion. In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor’s failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will

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be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$300 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 4.5.3 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. Schedule updates must be submitted with the Application for Payment. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum, less any unused Owner's Contingency (if any), among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201–2017, General Conditions of the Contract for Construction..

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017 or amounts certified by the Architect and disputed by the Owner; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due: Five Percent (5 %) [If the retainage is over 5%, then the retainage shall be deposited in an interest-bearing account and the interest earned on the retainage shall be paid to the Contractor upon completion of the Project, pursuant to Texas Government Code Section 2252.032].

§ 5.1.7.1.1

(Paragraphs deleted)

Deleted.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

(Paragraphs deleted)

§ 5.1.8 Deleted.

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§ 5.1.9 Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after the Owner's Board of Trustees' vote approving or an authorized representative for Owner approves Final Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest in accordance with Texas Government Code Section *(Paragraph deleted)* 2251.025.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended.

§ 6.2 Deleted

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1

(Paragraphs deleted)

Deleted.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Paragraphs deleted)

§ 8.3 The Contractor’s representative:
(Paragraphs deleted)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law provisions, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in El Paso County, Texas.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Section 1.5 of AIA Document A201–2017 shall govern Contractor’s use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner’s alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor’s employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor’s own forces or the forces of Contractor’s subcontractors, to wear identification tags on the front of their persons during all times that they are on

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Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal or Owner's designee. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project or affected by the Project.

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.7.14 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by applicable law.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 8.7.20 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

§ 8.7.21 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 8.7.22

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.

.2 The Contractor must:

.1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;

.2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Contractor upon request of the District; and,

.3 On completion of the Contract, either:

.1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or

.2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.

.4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

.5 If a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

(Paragraphs deleted)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
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Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

All portions of the request for proposal, accepted provisions of Contractor's Proposal and the Project Manual.

Signature Page Follows

**INDEPENDENT SCHOOL DISTRICT
A101-2017
AGREEMENT SIGNATURE PAGE
_____, 2025**

OWNER:

INDEPENDENT SCHOOL DISTRICT

BY:

PRESIDENT, BOARD OF TRUSTEES

ATTEST:

SECRETARY, BOARD OF TRUSTEES
ISD

CONTRACTOR:

LLC

BY:

Printed Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

Chief Financial Officer
ISD

APPROVED AS TO FORM ONLY:

BLANCO ORDOÑEZ MATA & WECHSLER, PC
GENERAL COUNSEL
(Table deleted)

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Board of Trustees

Meeting Date: 1/28/2025

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the Recommendation to Contract RFQ 2025-05B MEP & Commissioning Services for Canutillo ISD 2024 Bond Referendum Projects. Listed in order of evaluation score: Estes, McClure and Associates, Bath Group, LLC., DBR Engineering Consultants, Inc., Parkhill, Smith & Cooper, Inc.

Justification Statement: To authorize administration to proceed with contract negotiations for selected firms, as per Administration Review Committee evaluation and scoring. Approval is required for District Program Manager to proceed with the design, installation, testing and commissioning of all mechanical, electrical, and plumbing systems to ensure they are performing, safely and efficiently.

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 #2025-05B, for MEP & Commissioning Services for the Canutillo ISD 2024 Referendum Projects.

The RFQ closed on November 18, 2024, and received twelve (12) statement of qualifications. On December 10, 2024, an evaluation committee met to review all qualification statements received. The evaluation committee consisted of Dr. Pedro Galaviz, Superintendent; Dr. Oscar Rico, Executive Director of Operations; Ms. Cristina Pulley, Executive Director of Financial Services evaluated the firm's statements of qualifications according to the selection criteria as stated in the RFQ packet. Mr. Ernesto Ortiz, Program Director and Mrs. Corina Heredia, Purchasing Manager, acted as facilitator and moderator during the evaluation process on behalf of the Program Manager. The administration would like to award the vendor that scored 70 points or above, to provide flexibility in the event that the first ranked vendor is unable to complete the requested project in the required time frame or additional services are required.

RECOMMENDATION: Administration Recommends that the Board approve the recommendation and award contract(s) for RFQ 2025-05 MEP & Commissioning Services and authorize administration to proceed with contract negotiations with Estes, McClure and Associates, Bath Group, LLC., DBR Engineering Consultants, Inc., Parkhill, Smith & Cooper, Inc. with a contract to be contingent upon review by the District's Legal Counsel.

Total Budget for MEP & Commissioning Services	
Campus	Budget per Campus
Reyes ES	\$13,454.00
Garcia ES	\$43,143.00
Bill Childress ES	\$44,570.00
Damian ES	\$44,570.00
Canutillo ES	\$57,018.00
Canutillo HS	\$101,361.00
Davenport ES	\$424,012.00
Northwest ECHS	\$254,437.00
Alderete MS	\$636,890.00
Canutillo MS	\$643,553.00

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

AMOUNT(S): Not to Exceed \$2,263,008.00

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:

Operations

CONSEQUENCES OF NON-APPROVAL:

Cannot enter contract negotiation and award for Canutillo ISD 2024 Bond Projects.

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S): ✓

Exhibit A: 2025-05B Executive Summary Back Up Information

Exhibit B: 2025-05B MEP & Commissioning Services Bid Tabulation Form

Exhibit C: 2025-05B Contract A101- 2017





EXECUTIVE SUMMARY BACK UP INFORMATION

**MEP & Commissioning Services for the Canutillo ISD 2024 Bond Referendum Projects
RFQ 2025-05B**

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:	November 4, 2024
SECOND ADVERTISEMENT DATE:	November 11, 2024
EMAIL NOTIFICATIONS SENT:	584
IONWAVE POSTING DATE:	November 4, 2024
PRE-BID CONFERENCE:	NONE
BID DUE DATE:	November 18, 2024
DAYS THAT BID WAS AVAILABLE:	14
VENDOR WEBSITE VIEWS:	45
NUMBER OF BIDS RECEIVED:	12
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:	Budget not to Exceed \$2,263,008.00

RFQ 2025-05B - MEP & Commissioning Services for the Canutillo ISD 2024 Bond Referendum Projects

Supplier	Rank	Score	Introduction and Firm Profile 20	Educational Experience 25	Personnel 20	Workload 20	References 15
Estes, McClure and Associates	1	84.00	16.67	19.33	17.00	16.00	15.00
Bath Group, LLC.	2	80.00	16.00	20.00	15.67	13.33	15.00
DBR Engineering Consultants, I	3	79.67	15.00	23.00	15.00	16.67	10.00
Parkhill, Smith & Cooper Inc.	4	77.00	14.00	16.33	16.67	15.00	15.00
Raxis Engineering	5	66.67	15.33	21.00	12.67	12.67	5.00
JAG Inc	6	66.33	9.67	17.67	10.67	13.33	15.00
Campos Engineering, Inc.	7	62.67	12.33	14.33	13.33	12.67	10.00
Cardina Consulting LLC	8	60.00	14.33	15.67	11.67	13.33	5.00
TMCX Solutions	9	56.00	12.00	10.00	10.33	8.67	15.00
Prestige Engineering Services	10	48.67	8.33	14.00	12.33	14.00	0.00
Terracon Consultants, Inc.	11	43.67	10.00	14.33	11.00	8.33	0.00
CSI Engineering Inc	12	37.67	8.33	9.33	10.00	10.00	0.00



AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the _____ day of _____ in the year 2025.
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

and the Contractor:
(Name, legal status, address and other information)

for the following Project:
(Name, location and detailed description)

The Architect:
(Name, legal status, address and other information)

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes:

(726152812)

TABLE OF ARTICLES

1	THE CONTRACT DOCUMENTS
2	THE WORK OF THIS CONTRACT
3	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
4	CONTRACT SUM
5	PAYMENTS
6	DISPUTE RESOLUTION
7	TERMINATION OR SUSPENSION
8	MISCELLANEOUS PROVISIONS
9	ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

§ 1.1 The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), all sections of the Project Manual (if any) and Construction Documents, Drawings, Specifications, , Geotechnical Reports (if any), Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9. Any reference to Contract Documents or any documents included in the Contract. Documents and/or supplemented for this Project, shall refer to the Contract Documents as amended for this Project.

"Construction Documents" means: All Drawings, specifications, submittals, transmittals, deliverables, instructions to Contractors, and other documents, including those in electronic form, prepared by the Architect and the Architect's consultants and which set forth in detail the requirements for construction of the Project.

§ 1.2 This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. Any revision, amendment, or modification to the Standard Form of this Agreement shall be valid, binding, and enforceable only if said revision, amendment or modification is made conspicuous by being underlined, lined-through, or highlighted in this Agreement signed by Contractor and the authorized representative of Owner's Board of Trustees. In the event of conflict, terms and conditions contained in the Agreement shall take precedence over terms and conditions contained in the General Conditions and the terms and conditions in the General Conditions shall take precedence over all other terms and conditions contained in the other Contract Documents. If the Request for Proposals and the Proposal are included in the Contract Documents, then the Request for Proposals shall take precedence over the Proposal, unless specifically agreed otherwise herein.

§ 1.3 The Owner's Board of Trustees, by majority vote, is the only representative of the Owner, an independent school district, having the power to enter into or amend a contract, to approve changes in the scope of the Work, to approve and execute, subject to its Board Policies, a Change Order or Construction Change Directive modifying the Contract Sum, or to agree to an extension to the date of Substantial or Final Completion or to terminate a contract. The Owner designates the following as the individual authorized to sign documents on behalf of the Board of Trustees, following appropriate Board action: Superintendent of Schools or other Board designee.

§ 1.4 The Board designates the authorized representatives identified in Section 8.2 herein below to act on its behalf

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in other respects

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement.
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

The commencement date will be the first business day after the Contractor's receipt of the written notice to proceed. The notice to proceed shall not be issued by Architect, nor effective, until the Agreement has been signed by the Contractor, approved or authorized by the Owner's Board of Trustees, signed by the Owner's authorized representative, and Owner and Architect have received all required payment and performance bonds and insurance, in compliance with Article 11 of AIA Document A201-2017.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall diligently prosecute the Work and achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than) calendar days from the date of commencement of the Work.
- By the following date:

Final Completion shall be 30 calendar days after the date of Substantial Completion, subject to adjustments of the Contract Time as provided in the Contract Documents.

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

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§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

§ 4.2.2

(Paragraphs deleted)

[deleted]

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

Item	Price
------	-------

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

§ 4.5.1 Substantial Completion. Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Substantial Completion of the Project and Owner shall sustain damages as a result of Contractor’s failure, neglect or refusal to achieve said deadlines. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times of Substantial Completion, that such sums are liquidated damages and shall not be construed as a penalty, and that such sums may be deducted from payments due Contractor if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorneys fees, architectural fees, engineering fees, program management fees, inspection fees, storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial Completion, shall be construed as a breach of this Agreement. It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from any Payment made to the Contractor a sum equal to \$300 per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 4.5.2. Final Completion. In addition, timely Final Completion is an essential condition of this Agreement. Contractor agrees to achieve Final Completion of the Agreement within 30 calendar days of the designated or agreed extended date of Substantial Completion. It is specifically understood and agreed by and between Owner and Contractor that time is of the essence in the Final Completion of the Project and Owner shall sustain additional damages as a result of Contractor’s failure, neglect or refusal to achieve said deadline. Such damages are, and will continue to be, impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Contractor that the amounts stated below are the minimum value of the costs and damages caused by failure of Contractor to complete the Work within the allotted or agreed extended times for Final Completion, that such sums are liquidated damages and shall not be construed as a penalty. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will

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be sustained by the Owner in the event that the Work is not finally completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for the following categories of damages to the Owner: potential hazards to students, staff and visitors, additional architectural, engineering, program management fees (and fees of any other consultants); increased administrative or operational expenses; additional attorney's fees; increased maintenance and custodial costs and additional, utilities, security and clean-up costs, and other increased costs. Failure to complete the Work within the designated or agreed extended dates of Final Completion, shall be construed as a breach of this Agreement. Owner and Contractor agree that should Contractor fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Contractor and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of \$300 per day. Owner may deduct such liquidated damages from any Payment made to Contractor before or at Final Payment; or, if sufficient funds are not available, then Contractor shall pay Owner, the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 4.5.3 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Contractor for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

None.

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 5.1.3 The Contractor shall submit monthly Applications for Payment to the Architect on AIA Form G702 for approval. Continuation sheets shall be submitted on AIA Form G703. Schedule updates must be submitted with the Application for Payment. If the Architect approves the application, then they shall submit a Certificate for Payment to the Owner. The Architect may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect shall have seven (7) days from date of receipt from the Contractor of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect to the Contractor within thirty (30) days of receipt of the Certificate for Payment from the Architect unless otherwise provided in the Contract Documents. Undisputed amounts unpaid after the date on which payment is due shall bear interest pursuant to Texas Government Code Section 2251.025

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum, less any unused Owner's Contingency (if any), among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified to the extent approved by the Owner in writing, as provided in Article 7.3.9 of AIA Document A201–2017, General Conditions of the Contract for Construction..

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017 or amounts certified by the Architect and disputed by the Owner; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner shall withhold the following amount, as retainage, from the payment otherwise due: Five Percent (5 %) [If the retainage is over 5%, then the retainage shall be deposited in an interest-bearing account and the interest earned on the retainage shall be paid to the Contractor upon completion of the Project, pursuant to Texas Government Code Section 2252.032].

§ 5.1.7.1.1

(Paragraphs deleted)

Deleted.

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

None.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Final Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7.

(Paragraphs deleted)

§ 5.1.8 Deleted.

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§ 5.1.9 Except with the Owner's prior written approval, or as otherwise provided in Section 9.3.2 of the AIA Document A201-2017, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.1.10 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

§ 5.1.11 If Contractor fails or refuses to complete the Work, or has unsettled claims with Owner, any payment to Contractor shall be subject to deduction for such amounts as the Architect if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claim.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, minus disputed sums, authorized deductions and liquidated damages, shall be made by the Owner to the Contractor after

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct nonconforming Work as provided in Article 12 of AIA Document A201-2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 the Contractor has provided all documents required by Sections 3.5 et seq. and 9.10.2 et seq. of AIA Document A201-2017
- .3 a final Certificate for Payment has been issued by the Architect; and
- .4 Owner's Board of Trustees has voted to accept the Work and approve the Final Payment.

§ 5.2.2 The Owner's final payment of undisputed sums to the Contractor shall be made no later than 30 days after the Owner's Board of Trustees' vote approving or an authorized representative for Owner approves Final Payment.

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest in accordance with Texas Government Code Section *(Paragraph deleted)* 2251.025.

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

(Paragraphs deleted)

All disputes relating to this Agreement shall be resolved pursuant to the terms of Article 15 of the AIA Document A201-2017, as amended.

§ 6.2 Deleted

(Paragraphs deleted)

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2017.

§ 7.1.1

(Paragraphs deleted)

Deleted.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Paragraphs deleted)

§ 8.3 The Contractor’s representative:
(Paragraphs deleted)

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

§ 8.7.1 The Agreement shall be governed by the laws of the State of Texas without regard to conflicts of law provisions, and any litigation shall be conducted in state district court. Mandatory and exclusive venue shall be in El Paso County, Texas.

§ 8.7.2 As a material consideration of the making of this Agreement, the modifications to this Agreement shall not be construed against the maker of said modifications.

§ 8.7.3 Notwithstanding anything to the contrary in this Agreement, or in any document forming a part hereof, there shall be no mandatory arbitration for any dispute arising hereunder.

§ 8.7.4 Section 1.5 of AIA Document A201-2017 shall govern Contractor’s use of the Construction Documents.

§ 8.7.5 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor’s employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors. As part of that responsibility, Contractor shall enforce the Owner’s alcohol-free, drug-free, tobacco-free, harassment-free and weapon-free policies and zones, which will require compliance with those policies and zones by Contractor’s employees, subcontractors, and all other persons carrying out the Contract.

§ 8.7.6 Contractor shall require all construction workers, whether Contractor’s own forces or the forces of Contractor’s subcontractors, to wear identification tags on the front of their persons during all times that they are on

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Owner's property. Such identification tags shall contain a current photograph and the worker's full name in a typeface large enough to be seen from a reasonable distance.

§ 8.7.7 Contractor shall require all construction workers, whether Contractor's own forces or the forces of Contractor's subcontractors, to park their personal motor vehicles on Owner's property only in the parking places designated by the Owner's campus principal or Owner's designee. Any vehicles not parked in the appropriate locations shall be towed at the vehicle owner's sole expense.

§ 8.7.8 Contractor shall follow, and shall require all employees, agents or subcontractors to follow, applicable ordinances of the municipality in which the Project is located. In addition, if not covered by the municipality's tree ordinance, Contractor shall barricade and protect all trees on the Project or affected by the Project.

§ 8.7.9 Contractor shall institute a theft deterrence program designed to restrict construction worker access to properties of Owner that are currently in use, to maintain supervision of Contractor's and Contractor's subcontractor's forces, and to reimburse the Owner or those persons suffering a theft loss which results from Contractor's forces or Contractor's subcontractor's forces' actions, omissions, or failure to secure the Work or connecting or adjacent property of Owner.

§ 8.7.10 The Contractor may not assign its responsibilities, duties, obligations and rights under this Agreement, without the express written consent of the Owner. This does not prevent Contractor from engaging subcontractors to perform various phases of the Project, but Contractor shall be fully responsible to Owner for the work, actions and omissions of all such subcontractors.

§ 8.7.11 This Agreement, in its entirety, shall be binding upon all the parties hereto, their respective successors, heirs, executors, administrators or assigns.

§ 8.7.12 Execution of this Agreement shall constitute approval and acceptance of all terms, covenants and conditions as modified and contained in the Contract Documents.

§ 8.7.13 This Agreement is subject to all applicable federal and state laws, rules, and regulations. Invalidity of any portion of this Agreement under the laws of the State of Texas or of the United States shall not affect the validity of the remainder of this Agreement.

§ 8.7.14 By signing this Agreement, the undersigned certifies as follows: Under Section 231.006, Texas Family Code, the vendor or applicant certifies that the individual or business entity named in the contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

§ 8.7.15 Unless otherwise noted, terms in this Agreement shall have the same meaning as those in the edition of AIA Document A201-2017, General Conditions of the Contract for Construction, as amended for the Project.

§ 8.7.16 To the extent that any portion of the Work requires a trench excavation exceeding five (5) feet in depth, in accordance with Texas Health and Safety Code Section 756.023(a), Contractor shall fully comply, and shall require any applicable subcontractor to comply, with:

- .1 The Occupational Safety and Health Administration standards for trench safety in effect for the construction of the Work;
- .2 The special shoring requirements, if any, of the Owner; and
- .3 Any geotechnical information obtained by Owner for use by the Contractor in the design of the trench safety system.
- .4 Trench excavation safety protection shall be a separate pay item, and shall be based on linear feet of trench excavated. Special shoring requirements shall also be a separate pay item, and shall be based on the square feet of shoring used. Said cost shall be included within the Contract Sum.

§ 8.7.17 No delay or omission by Owner in exercising any right or power accruing upon the noncompliance or failure of performance by Contractor of any of the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Owner of any of the covenants, conditions or agreements hereof to be performed by Contractor shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 8.7.18 Contractor stipulates that Owner is a political subdivision of the State of the Texas, and, as such, enjoys immunities from suit and liability as provided by the constitution and laws of the State of Texas. By entering into this Agreement, Owner does not waive any of its immunities from suit and/or liability, except as otherwise specifically provided herein, and as specifically authorized by applicable law.

§ 8.7.19 By executing this Agreement, Contractor verifies that it does not boycott Israel, and it will not boycott Israel during the terms of this Contract. Pursuant to Texas Government Code, Chapter 2271, as amended, if Contractor is a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations (specifically excluding sole proprietorships) that exists to make a profit which has ten (10) or more full-time employees and the value of the contract with Owner is \$100,000 or more, the Contractor represents and warrants to the Owner that the Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

§ 8.7.20 Contractor verifies and affirms that it is not a foreign terrorist organization as identified on the list prepared and maintained by the Texas Comptroller of Public Accounts. If Contractor has misrepresented its inclusion on the Comptroller's list, such omission or misrepresentation will void this Contract.

§ 8.7.21 The Contractor verifies by its signature below that it is not an abortion provider or an affiliate of abortion providers.

§ 8.7.22

.1 By entering into this Contract, pursuant to Texas Government Code 552, Subchapter J, the Contractor agrees to be bound by the following terms if the Contract has a stated expenditure of at least \$1,000,000 for the purchase of goods or services by the District or if the Contract results in the expenditure of at least \$1,000,000 in public funds for the purchase of goods or services by the District in a fiscal year of the District. If the District receives a written request for public information related to this Contract that is in the possession or custody of the Contractor and not in the possession or custody of the District, the District shall send, not later than the third business day after the date the District receives the written request, a written request to the Contractor that Contractor provide that information to the District.

.2 The Contractor must:

- .1 Preserve all contracting information related to the Contract as provided by the records retention requirements applicable to the District for the duration of the Contract;
- .2 Promptly, within four business days, provide to the District any requested contracting information that is in the custody or possession of the Contractor upon request of the District; and,
- .3 On completion of the Contract, either:
 - .1 Provide to the District at no cost all contracting information related to the Contract that is in the custody or possession of the Contractor; or
 - .2 Preserve the contracting information related to the Contract as provided by the records retention requirements applicable to the District.

.3 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with the requirements of that subchapter.

.4 Further, under Texas Government Code Chapter 552.372(c), the District may not accept a bid for or awarding of a contract to an entity that the District has determined has knowingly or intentionally failed in a previous bid or contract to comply with Subchapter J, unless the District determines and documents that the entity has taken adequate steps to ensure future compliance.

.5 If a Contractor fails to provide to the District the requested information, Texas Government Code Chapter 552.373 requires the District to notify the Contractor in writing of the failure and allow 10 business days to cure the violation. District may terminate the Contract if Contractor fails to remedy the failure, District determines the failure was knowing and intentional, and steps have not been taken to ensure future compliance.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4

(Paragraphs deleted)

.5 Drawings

Number	Title	Date
--------	-------	------

.6 Specifications

Section	Title	Date	Pages
---------	-------	------	-------

.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

Title	Date	Pages
-------	------	-------

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

All portions of the request for proposal, accepted provisions of Contractor's Proposal and the Project Manual.

Signature Page Follows

**INDEPENDENT SCHOOL DISTRICT
A101-2017
AGREEMENT SIGNATURE PAGE
_____, 2025**

OWNER:

INDEPENDENT SCHOOL DISTRICT

BY:

PRESIDENT, BOARD OF TRUSTEES

ATTEST:

SECRETARY, BOARD OF TRUSTEES
ISD

CONTRACTOR:

LLC

BY:

Printed Name: _____

Title: _____

APPROVED AS TO FORM AND CONTENT:

Chief Financial Officer
ISD

APPROVED AS TO FORM ONLY:

BLANCO ORDOÑEZ MATA & WECHSLER, PC
GENERAL COUNSEL
(Table deleted)

Init.

/

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 1/29/2025

Subject/Title for Agenda Posting: Approval of the Adoption of a Resolution Approving a Prevailing Wage Schedule for all school district construction projects.

Justification Statement: As stated in Board Policy CV (Legal) "A worker, laborer or mechanic employed on a public work by or on behalf of a district shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and not less than the general prevailing rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work for purposes of this provision if the worker is employed by a contractor or subcontractor in the execution of a contract for public work with a district. Gov't Code 2258.021

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

Staff Responsible: Elizabeth B. Sida
Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary: CISD will support and adopt the U.S. Department of Labor Prevailing Wage Scale for the El Paso County, please reference attachments Exhibit "A." Per Texas Government Code (Chapter 2258), the County is allowed to establish a Prevailing Wage Committee every (4) four years to generate new prevailing wage rates pertaining to public construction projects.

PRIOR BOARD ACTION: 1/24/2017 AWARDED: Yes AWARDED AMOUNT: N/A

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Purchasing Department

CONSEQUENCES OF NON-APPROVAL:
The district will be Non-Compliant with CV (Legal) Board policy as well as Gov't Code 2258.021

IMPLEMENTATION TIMELINE:
Upon Board Approval

ATTACHMENT(S): ✓
Board Resolution
Exhibit A: 2024 Prevailing Wage Rates Building Construction

RESOLUTION

A RESOLUTION OF THE BOARD OF TRUSTEES, CANUTILLO INDEPENDENT SCHOOL DISTRICT, ADOPTING PREVAILING WAGE RATES AND PROVIDING FOR OTHER MATTERS RELATED TO THE SUBJECT MATTER

WHEREAS, Texas Government Code Chapter 2258 entitles a worker, laborer or mechanic employed on a public work (exclusive of maintenance work) by or on behalf of the Canutillo Independent School District (the "District") shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the geographical limits of the District and not less than the general prevailing rate of per diem wages for legal holiday and overtime work; and

WHEREAS, a worker is employed on a public work project if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the District or any officer or public body of the District; and

WHEREAS, for a contract for a public work awarded by the District, the Board of Trustees must determine the general prevailing rate of per diem wages in the geographical limits of the District for each craft, trade or type of worker needed to execute the contract and the prevailing rate for legal holiday and overtime work by conducting a survey of the wages received or using the prevailing wage rate as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act and its subsequent amendments; and

WHEREAS, the prevailing wage rate determined by the Board of Trustees shall be specified in the invitation for bids or proposals for a public work contracts and in the contract itself; and

WHEREAS, a contractor who is awarded a public works contract by the Board of Trustees and subcontractors of the contractor shall pay not less than the rates determined by the Board of Trustees to a worker employed by it in the execution of the contract; and

WHEREAS, for public works contracts awarded by the District, the Administration recommends approval of the U.S. Department of Labor Prevailing Wage Scale for El Paso County. The current version of said rates are attached as Exhibit "A." and

Commented [SB1]: All this extra language is confusing and not necessary.

WHEREAS, for the District's public works contracts that are funded with Federal funds, the District, the District's Administration recommends for adoption the prevailing wage rate determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.) and its subsequent amendments and recommend that these wage rates be adopted by the Board of Trustees as the District's Prevailing Wage Rates for inclusion in the District's public work contracts that are funded with Federal funds; and

WHEREAS, the Board of Trustees, based on the foregoing findings and recommendations, desires to adopt the U.S. Department of Labor Prevailing Wage Scale for El Paso County and desires to adopt the prevailing wage rates determined by the United States Department of Labor in accordance with the Davis- Bacon Act (40 U.S.C. Section 276a et seq.) and its subsequent amendments as the Prevailing Wage Rates for the District's public work contracts that are funded with Federal funds.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT THAT:

Section 1: The above and foregoing recitals be, and are hereby, found to be true and correct, and are incorporated into the body of this Resolution verbatim.

Section 2: The Board of Trustees, based on the foregoing findings and recommendations, adopts the U.S. Department of Labor Prevailing Wage Scale for El Paso County. The Board of Trustees further adopts as the prevailing rate for legal holiday and overtime work the rate of one and one-half times the Prevailing Wage Rates.

Section 3: For public work contracts that are funded with Federal funds, the wage rates determined by the United States Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. Section 276a et seq.) and its subsequent amendments are hereby adopted by the Board of Trustees as the District's Prevailing Wage Rates. The Board of Trustees further adopts as the prevailing rate for legal holiday and overtime work the rate of at least one and one-half times the Prevailing Wage Rates described herein or as required by federal law, whichever is greater.

Section 4: The Prevailing Wage Rates adopted hereby are to be specified in the District's invitation for bids or proposals for public work contracts and be included in the District's contracts for public works.

Section 5: Should any part, portion, section or part of a section of this Resolution be declared invalid, inoperative, or void for any reason by a court of competent jurisdiction such decision, opinion, or judgment shall in no way affect the remaining portions, parts, sections, or parts of any section of this Resolution which shall be, remain and continue to be in full force and effect.

Section 6: It is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of the meeting was given and posted, all as required by Chapter 551, Texas Gov't. Code, as amended.

IT IS SO ORDERED.

PASSED, APPROVED AND ENACTED by the Board of Trustees of the Canutillo Independent School District, Bedford, Texas, on this day the 29th day of January 2025.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

By: Armando Rodriguez
President, Board of Trustees

Signature

By: _____
Secretary, Board of Trustees

Signature

ABOUT US

GOVERNMENT ▾

JUDICIAL ▾

COMMUNITY ▾

SERVICES ▾



El Paso County

AAA

Select Language ▾

Submit



Public Works

Norma Rivera Palacios



Certificate of Compliance



Construction Survey Wages



County Parks



Current Projects



Mission Trail

[Public Works Homepage](#)

Contact Information

800 E. Overland
Suite 200
El Paso, Texas 79901

[\[view map\]](#)

Monday - Friday
8:00am - 5:00pm

WAGE SURVEY



Phone (915) 273-3330

Fax (915) 273-3857

More Information

Certificates of Compliance can be obtained from 8:00 A.M. to 12 Noon and from 1:00 P.M. to 4:45 P.M. Monday thru Friday

[How to get a Certificate of Compliance](#)

[Como obtener un Certificado de Cumplimiento](#)

[Apprenticeship Court Order](#)

[2008 Apprenticeship Program List](#)

[2024 Building Construction Job Classification Definitions](#)

[2024 Heavy & Highway Construction Job Classification Definitions](#)

Building Construction

2024 Prevailing Wage Rates

**Effective 12/09/2024 for all bids using competitive bidding on or after 12/09/2024*

Job Classification	Base Rate	Fringe	Hourly Wage	Total for an 8 hour work day
Asbestos/Lead Abatement/Mold Remediation	\$31.51	\$12.06	\$43.57	\$348.56
Automatic Fire Sprinkler Fitter, Certified	\$36.15	\$23.88	\$60.03	\$480.24
Block, Brick, and Stone Mason	\$17.97	\$0.00	\$17.97	\$143.76
Caulker/Sealers	\$11.29	\$0.00	\$11.29	\$90.32
Carpenter	\$19.53	\$0.00	\$19.53	\$156.24
Carpenter/ All Other Work	\$17.16	\$1.88	\$19.04	\$152.32
Carpenters/ Acoustical Ceiling Installation	\$21.83	\$0.00	\$21.83	\$174.64
Cement and Concrete Finishers	\$19.13	\$0.00	\$19.13	\$153.04
Commercial Truck ¹⁹⁵				

Driver	\$14.75	\$0.00	\$14.75	\$118.00
Communication/ Security Technician	\$16.50	\$2.12	\$18.62	\$148.96
Crane and Heavy Equipment Operator	\$32.85	\$13.10	\$45.95	\$367.60
Door & Hardware Specialist	\$12.00	\$1.35	\$13.35	\$106.80
Drywall and Ceiling Tile Installers	\$19.25	\$0.00	\$19.25	\$154.00
Drywall Finishers & Tapers	\$15.55	\$0.00	\$15.55	\$124.40
Electrician	\$25.50	\$7.92	\$33.42	\$267.36
Elevator Installers & Repairers	\$31.35	\$15.10	\$46.45	\$371.60
Fence Erectors - Include Skilled Labor	\$9.93	\$1.83	\$11.76	\$94.08
Floor Layers/Carpet and Resilient	\$12.87	\$0.00	\$12.87	\$102.96
Floor Layers - Specialty	\$13.00	\$0.00	\$13.00	\$104.00
Floor Layers-Wood	\$11.50	\$0.00	\$11.50	\$92.00
Fork Lift and Man Lift (boom and scissor)	\$14.83	\$0.00	\$14.83	\$118.64
Glaziers	\$15.86	\$1.00	\$16.86	\$134.88
Hazardous Materials Removal Workers	\$10.00	\$0.00	\$10.00	\$80.00
Heating, Air Conditioning and Refrigeration Service Technician	\$31.14	\$12.43	\$43.57	\$348.56
Insulation 196	\$31.26	\$11.96	\$43.22	\$345.76

Workers/Mechanical				
Irrigator- Landscape, Certified	\$15.28	\$0.00	\$15.28	\$122.24
Laborer (Common)	\$15.22	\$0.00	\$15.22	\$121.76
Locksmith	\$13.35	\$0.00	\$13.35	\$106.80
Mechanic	\$23.44	\$0.00	\$23.44	\$187.52
Painters	\$17.79	\$0.00	\$17.79	\$142.32
Paper Hanger	\$14.00	\$0.00	\$14.00	\$112.00
Pipe Fitters and Steamfitters	\$23.53	\$9.02	\$32.55	\$260.40
Pipe Layer	\$18.00	\$0.00	\$18.00	\$144.00
Plaster, Stucco, Lather, and EIFS Applicator	\$22.36	\$0.00	\$22.36	\$178.88
Plumbers/ Medical Gas Installer	\$40.74	\$15.35	\$56.09	\$448.72
Reinforcing Iron and Rebar Workers	\$22.69	\$0.00	\$22.69	\$181.52
Roofers	\$16.00	\$0.00	\$16.00	\$128.00
Scaffolding Erector	\$19.08	\$0.00	\$19.08	\$152.64
Sheet Metal Workers	\$27.16	\$0.00	\$27.16	\$217.28
Structural Iron and Steel Workers/Metal Building Erector	\$25.57	\$13.24	\$38.81	\$310.48
Tile Setters	\$13.86	\$0.00	\$13.86	\$110.88
Welder	\$16.89	\$0.00	\$16.89	\$135.12

* Welder - Wage depends on craft performed, if welding is necessary.
All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

Heavy & Highway Construction

2024 Prevailing Wage Rates

**Effective 12/09/2024 for all bids using competitive bidding on or after 12/09/2024*

TX DOT Job ID	Job Classification	Base Rate	Fringe	Hourly Wage	Total for an 8 hour work day
1106	Asphalt Raker	\$17.81	\$0.00	\$17.81	\$142.48
1112	Batching Plant Operator, Asphalt	\$18.89	\$2.85	\$21.74	\$173.92
1115	Batching Plant Operator, Concrete	\$18.23	\$2.85	\$21.08	\$168.64
1124	Concrete Finisher, Paving and Structures	\$17.35	\$0.00	\$17.35	\$138.80
1139	Electrician	\$25.50	\$7.92	\$33.42	\$267.36
1143	Telecommunication Technician	\$17.76	\$0.00	\$17.76	\$142.08
1150	Flagger	\$15.00	\$0.00	\$15.00	\$120.00
1151	Form Builder/Setter, Structures	\$16.51	\$2.85	\$19.36	\$154.88
1160	Form Setter, Paving and Curb	\$12.26	\$0.00	\$12.26	\$98.08
1172	Laborer, Common	\$15.78	\$0.00	\$15.78	\$126.24
1175	Laborer, Utility	\$16.87	\$0.00	\$16.87	\$134.96
	198				

1187	Mechanic	\$28.39	\$0.00	\$28.39	\$227.12
1194	Servicer	\$13.44	\$0.00	\$13.44	\$107.52
1196	Painter, Structures	\$15.92	\$0.00	\$15.92	\$127.36
1205	Pipelayer	\$18.28	\$0.00	\$18.28	\$146.24
1214	Blaster	\$19.26	\$2.85	\$22.11	\$176.88
1300	Asphalt Distributor Operator	\$19.77	\$0.00	\$19.77	\$158.16
1303	Asphalt Paving Machine Operator	\$18.67	\$0.00	\$18.67	\$149.36
1305	Broom or Sweeper Operator	\$18.25	\$0.00	\$18.25	\$146.00
1315	Concrete Paving Curing, Float, Texturing Machine Operator	\$19.50	\$0.00	\$19.50	\$156.00
1318	Concrete Pavement Finishing Machine Operator	\$16.03	\$0.00	\$16.03	\$128.24
1344	Crane Operator, Hydraulic 80 tons or less	\$32.15	\$0.00	\$32.15	\$257.20
1345	Crane Operator, Hydraulic Over 80 tons	\$32.85	\$0.00	\$32.85	\$262.80
1346	Loader/Backhoe Operator	\$18.67	\$0.00	\$18.67	\$149.36
1347	Excavator Operator, 50,000 lbs or less	\$21.08	\$0.00	\$21.08	\$168.64
1363	Foundation Drill Operator, Truck Mounted	\$16.22	\$0.00	\$16.22	\$129.76

1369	Front End Loader Operator, 3 CY or Less	\$17.86	\$0.00	\$17.86	\$142.88
1372	Front End Loader Operator, Over 3 CY	\$20.34	\$0.00	\$20.34	\$162.72
1380	Milling Machine Operator	\$18.56	\$0.00	\$18.56	\$148.48
1390	Motor Grader Operator, Fine Grade	\$20.29	\$0.00	\$20.29	\$162.32
1393	Motor Grader Operator, Rough	\$24.33	\$0.00	\$24.33	\$194.64
1402	Roller Operator, Asphalt	\$18.76	\$0.00	\$18.76	\$150.08
1411	Scraper Operator	\$11.12	\$0.00	\$11.12	\$88.96
1600	Truck Driver, Single Axle	\$17.09	\$0.00	\$17.09	\$136.72
1606	Truck Driver, Single or Tandem Axle Dump Truck	\$20.77	\$0.00	\$20.77	\$166.16
1607	Truck Driver, Tandem Axle Tractor with Semi Trailer	\$21.58	\$0.00	\$21.58	\$172.64
1609	Truck Driver Lowboy - Flat	\$19.65	\$0.00	\$19.65	\$157.20
1612	Truck Driver Transit - Mix	\$21.65	\$0.00	\$21.65	\$173.20
1705	Structural Steel Welder	\$38.81	\$0.00	\$38.81	\$310.48
1706	Welder	\$21.85	\$0.00	\$21.85	\$174.80

* Welder - Wage depends on craft performed, if welding is necessary.
All persons required to be licensed or certified must meet those qualifications to be paid the associated rate.

Contact Us



(915) 273-3200
500 E. San Antonio
El Paso, TX 79901
[view map](#)

ADA Coordinator

Amanda Manning, RAS 1391
HR-ADAAccessibility@epcountytexas.gov
500 E. Overland
El Paso, Texas 79901
(915) 273-3520; Fax (915) 273-3858
www.epcountytexas.com/disabilityservices.htm

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OVERHEAD & UNDERGROUND EASEMENT
EASEMENT

STATE OF TEXAS
COUNTY OF EL PASO

Work Request: DT071665/
DT071666

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, **CANUTILLO INDEPENDENT SCHOOL DISTRICT PUBLIC FACILITIES CORPORATION, A TEXAS NONPROFIT CORPORATION**, hereinafter called Grantor, grants unto El Paso Electric Company, hereinafter called Grantee, its successors and assigns, whose address is P.O. Box 982, El Paso, Texas 79960, the perpetual right, privilege, authority and easement to enter and erect, construct, operate, remove, inspect, access, and maintain a line of poles at any time with any and all necessary cables, lines, wires, crossarms, guys, and anchors, for an above ground electric distribution and/or transmission system together with an underground electric distribution system, including transformers (conventional or padmount), ducts, conductors, conduits, fixtures, pullboxes, manholes, handholes, service facilities transformers, vaults and any other usual appurtenances, pertaining thereto, together with the overhang of service wires, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution and/or transmission of electricity, for any and all purposes, including communications, for which same is or may hereafter be used, over, upon and along the following described premises and the adjoining roads, streets and highways, in the county named above, to wit:

A portion of **TRACTS 59C AND 59D, NELLIE D. MUNDY SURVEY 241, EL PASO COUNTY, TEXAS**
as shown on the attached Exhibit A and made a part hereof,

with the right to trim any trees and flora along and around said lines and electrical equipment so as to keep the lines and electrical equipment cleared, the right to erect and set the necessary brace poles, anchors and guy wires, and to do anything proper and necessary to operate and maintain same.

The authority granted herein includes the right to permit the attachment of the cables of any other company.

Buildings and structures of a permanent nature, including but not limited to fences, boundary walls, walkways and landscaping that obstruct access to or safe operational clearances from Grantee's electrical equipment; will not be built on or over the easement, or under any overhead electric lines, except with the prior written consent of Grantee.

No waiver of Sovereign Immunity: Notwithstanding anything herein to the contrary, Grantee expressly understands that Grantor is a political subdivision of the State of Texas, and nothing in this agreement will be construed as a waiver or relinquishment by Grantor of its right to claim such exemptions, privileges, and immunities as may be provided by law.

Binding Effect: This agreement binds, benefits, and may be enforced by the parties and their respective successors, and permitted assigns.

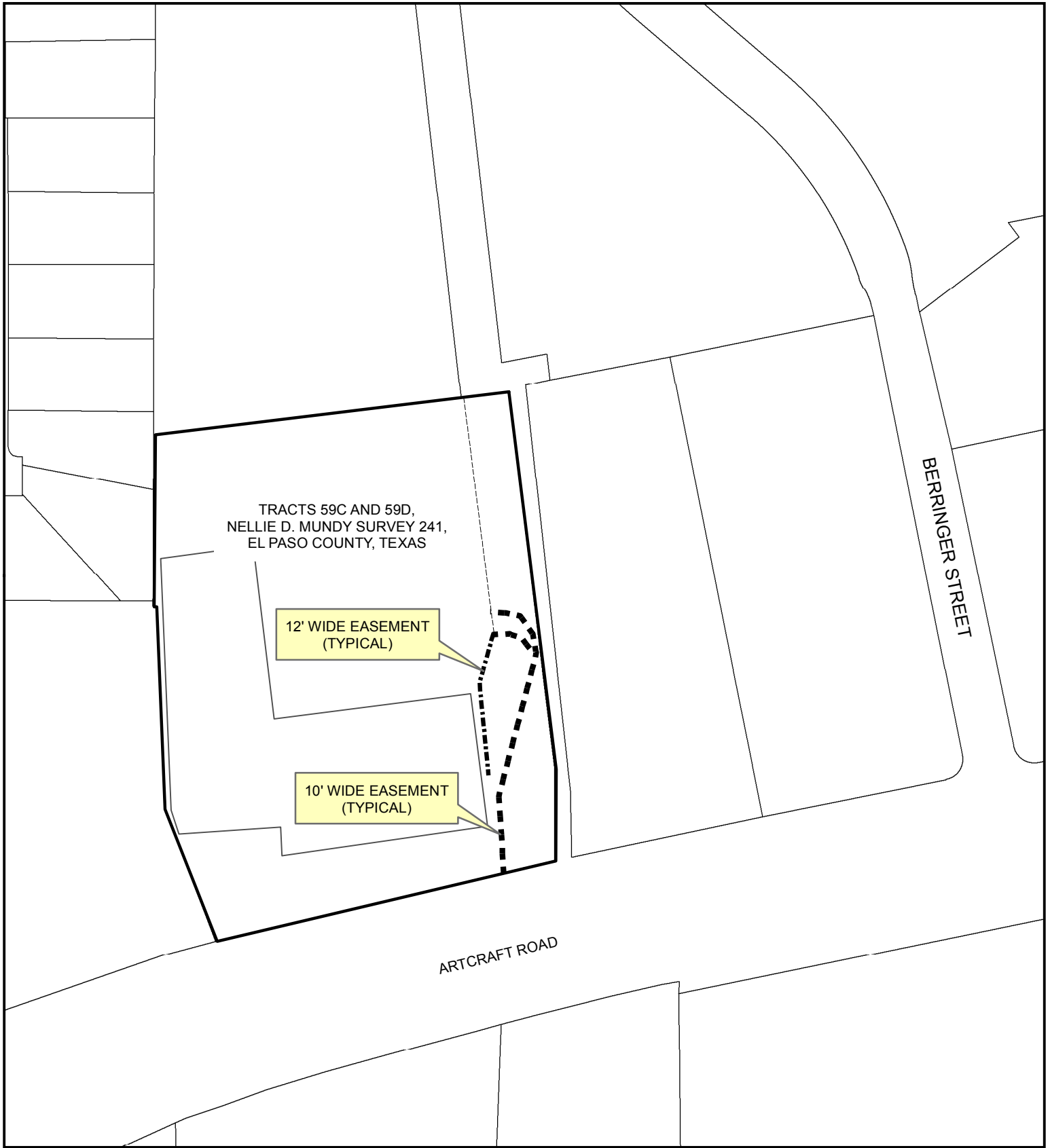
OVERHEAD & UNDERGROUND EASEMENT

Entire Agreement: This agreement and any exhibits are the entire agreement of the parties concerning the premises and the grant of the easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

This Easement is effective upon the date it is executed by Grantor as stated in the Acknowledgement of Grantor's execution.

[Signatures on following page.]

EXHIBIT "A"



LEGEND (NOT ALL SYMBOLS APPLY)	
	PADMOUNT TRANSFORMER
	ANCHOR EASEMENT
	SWITCH GEAR
	UNDERGROUND EASEMENT
	OVERHEAD EASEMENT
	OVERHEAD/UNDERGROUND EASEMENT
	EXISTING POWERLINE



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Amendment to Easement Agreement for Infrastructure

Date: January ____, 2025

Grantor: Sage Business Park LLC, a Texas limited liability company, successor in interest to Cimarron Sage, LLC, a Texas limited liability company

Grantor's Mailing Address:

Sage Business Park LLC
320 Texas Ave Fl 2
El Paso TX 79901

Grantee: Canutillo Independent School District, a Texas independent school district

Grantee's Mailing Address:

Canutillo Independent School District
7965 Artcraft
El Paso, Texas 79932

Easement Agreement for Infrastructure ("Original Easement Agreement"): Filed and recorded as Doc. # 20230070061 in the Official Records of El Paso County, Texas.

Consideration: The sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Amendment to Original Easement Agreement. The Original Easement Agreement is hereby amended as follows: The Easement Property identified in the Easement Agreement ("Original Easement Property") is hereby replaced in its entirety by the easement property identified and depicted in Exhibit A attached hereto ("New Easement Property"). The Original Easement Property is hereby no longer subject to the Easement Agreement as amended hereby. The New Easement Property is subject to the terms and conditions of the Original Easement Agreement and this Amendment (as defined below).

Terms and Conditions: The following terms and conditions apply to this Amendment to Easement Agreement for Infrastructure ("Amendment"):

1. **Original Easement Agreement Remains in Full Force and Effect.** Except as otherwise amended by this Amendment, all terms and conditions set forth in the Original Easement

Agreement and shall remain in full force and effect and binding upon and inure to the benefit of all parties, their heirs, successors, and assigns.

2. **Defined Terms.** Defined terms are as defined in the Original Easement Agreement unless otherwise defined in this Amendment.

3. **Grantor Responsible for All Costs and Expenses.** For sake of clarity, Grantor shall remain fully liable for all costs and expenses incurred in relation to the improvement, maintenance, repair, and replacement of the New Easement Property and the Infrastructure.

4. **Governing Law.** This Amendment shall be governed by, and construed in accordance with, the laws of the State of Texas. Any disputes arising hereunder shall be resolved in a court of competent jurisdiction located in El Paso County, Texas.

5. **Counterparts.** This Amendment may be executed in multiple counterparts. All counterparts taken together constitute this Amendment.

6. **Further Assurances.** Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this Amendment.

7. **Entire Agreement.** This Amendment, the Original Easement Agreement, and any exhibits are the entire agreement of the parties concerning the New Easement Property and the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties, or promises, and neither party is relying on any statements or representations of the other party or any agent of the other party, that are not expressly set forth in this agreement and any exhibits.

8. **No Waiver of Sovereign Immunity. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE PARTIES EXPRESSLY UNDERSTAND THAT GRANTEE IS A POLITICAL SUBDIVISION OF THE STATE OF TEXAS, AND NOTHING IN THIS CONTRACT WILL BE CONSTRUED AS A WAIVER OR RELINQUISHMENT BY GRANTEE OF ITS RIGHT TO CLAIM SUCH EXEMPTIONS, PRIVILEGES, AND IMMUNITIES AS MAY BE PROVIDED BY LAW.**

[signature pages follow]

GRANTOR:

Sage Business Park, LLC, a Texas limited liability company,

By: _____
Name: _____
Title: _____

GRANTEE:

Canutillo Independent School District, a Texas independent school district,

By: _____
Dr. Pedro Galaviz, Superintendent

[signature page to Amendment to Easement Agreement for Infrastructure]

STATE OF TEXAS)

COUNTY OF EL PASO)

Before me, _____, on this day personally appeared _____, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that _____ executed the same as the act of Sage Business Park, LLC, a Texas limited liability company, as its _____, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of January, 2025.

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS)

COUNTY OF EL PASO)

Before me, _____, on this day personally appeared Dr. Pedro Galaviz, proved to me through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that Dr. Pedro Galaviz executed the same as the act of Canutillo Independent School District, a Texas Independent School District, as its Superintendent, for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of January, 2025.

Notary Public, State of Texas

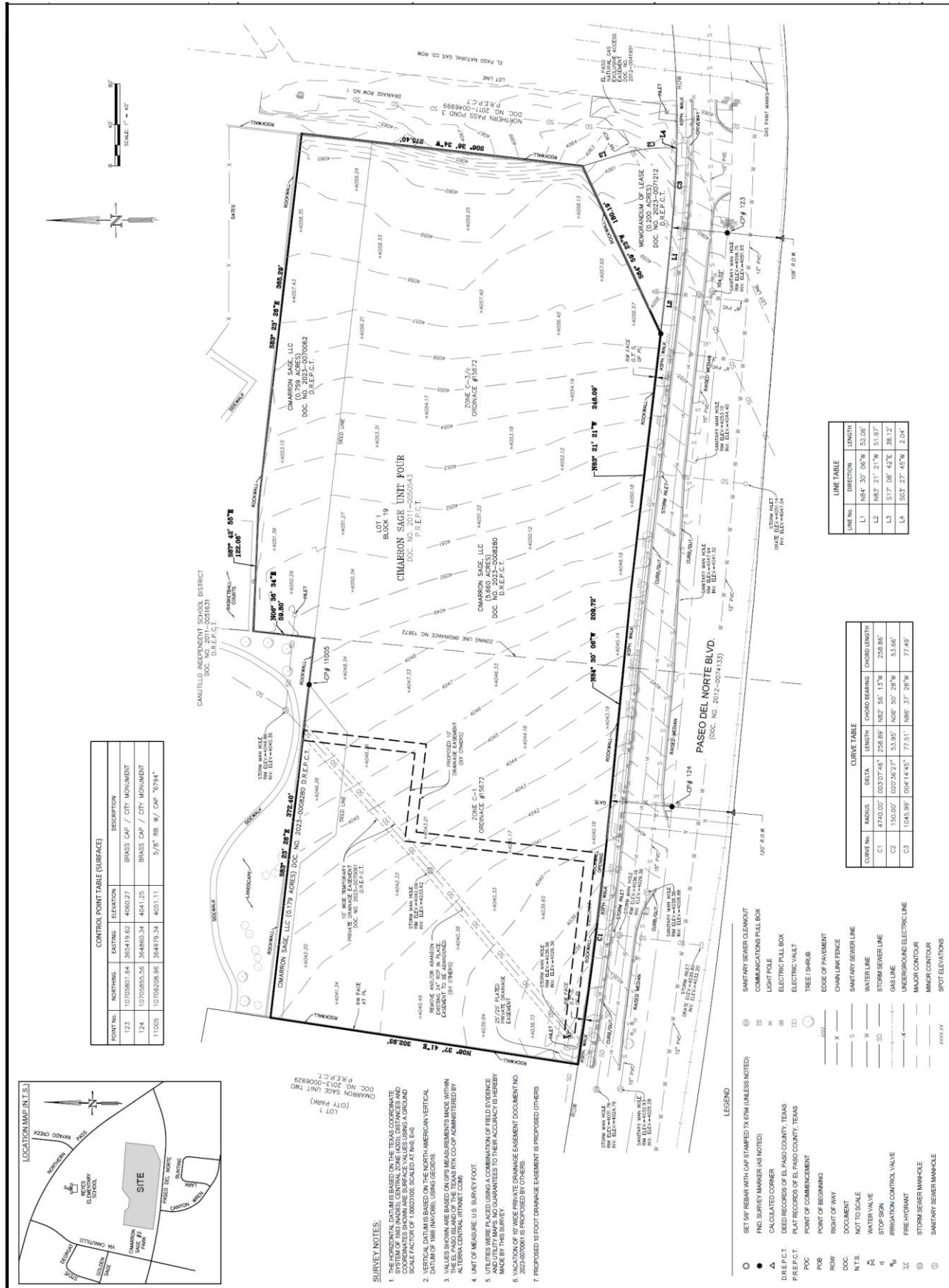
My commission expires: _____

AFTER RECORDING RETURN TO:

Sage Business Park LLC
320 Texas Ave Fl 2
El Paso TX 79901

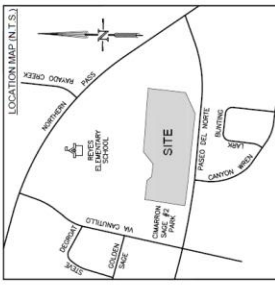
EXHIBIT A TO
AMENDMENT TO EASEMENT AGREEMENT FOR INFRASTRUCTURE

[see attached]



CONTROL POINT TABLE (SURFACE)

POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
123	10705801.64	365419.62	4960.27	BRASS CAP / CITY MONUMENT
124	10705895.56	344860.34	4041.25	BRASS CAP / CITY MONUMENT
11005	10706208.86	344870.34	4051.11	5/8" IR. W/ CAP "07914"



SURVEY NOTES:

1. THE HORIZONTAL DATUM IS BASED ON THE TEXAS COORDINATE SYSTEM (NAD 83). THE VERTICAL DATUM IS BASED ON THE NAVD 83 DATUM. THE SCALE FACTOR IS 1.0007100. SCALED AT 1/4" = 1'.
2. VERTICAL DATUM IS BASED ON THE NORTH-AMERICAN VERTICAL DATUM OF 1988 (NAD 83) USING GEOID08.
3. VALUES SHOWN ARE BASED ON GPS MEASUREMENTS MADE WITHIN THE SURVEY AREA. THE SURVEY WAS CONDUCTED USING A LEICA ALTA RR 600 TOTAL STATION WITH COOP ADMIRALTY EYE BY ALTEGRA GENERAL INSTRUMENT COMPANY.
4. UNIT OF MEASURE: U.S. SURVEY FOOT.
5. UTILITIES WERE PLACED USING A COMBINATION OF FIELD EVIDENCE AND UTILITY MAPS. NO GUARANTEES TO THEIR ACCURACY OR HEREBY MADE BY THIS SURVEY.
6. THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT, CHAPTER 253, TITLE 1, SUBCHAPTER A, SECTION 253.001, TEXAS GOVERNMENT CODE.
7. PROPOSED 10 FOOT DRAINAGE EASEMENT IS PROPOSED OTHERS.

LEGEND

- SET 5/8" REBAR WITH CAP STAMPED BY (UNLESS NOTED)
- FIND SURVEY MARKER (AS NOTED)
- ▲ CALCULATED CORNER
- △ BEED RECORDS OF EL PASO COUNTY, TEXAS
- PLAT RECORDS OF EL PASO COUNTY, TEXAS
- POINT OF COMMENCEMENT
- POINT OF BEGINNING
- RIGHT OF WAY
- DOCUMENT
- NOT TO SCALE
- WATER VALVE
- STOP-SIGN
- IRRIGATION CONTROL VALVE
- FIRE HYDRANT
- STORM SEWER MANHOLE
- MAJOR CONDUIT
- SANITARY SEWER MANHOLE
- SPOT ELEVATIONS

LINE TABLE

LINE NO.	DIRECTION	LENGTH
L1	N84° 30' 06" W	52.06'
L2	N83° 21' 21" W	51.97'
L3	S17° 08' 42" E	38.12'
L4	S03° 27' 45" W	2.04'

CURVE TABLE

CURVE NO.	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD LENGTH
C1	4740.00'	100°07'44"	258.85'	N85° 13' 13" W	258.85'
C2	1500.00'	100°26'27"	53.95'	N85° 50' 28" W	53.66'
C3	10445.99'	00°14'45"	77.51'	N85° 37' 28" W	77.46'



OFFICE OF THE ASSOCIATE SUPERINTENDENT

#BestSmallDistrictinTexas

To: Board of Trustees and Superintendent Galaviz
From: Dr. Debra Kerney, Associate Superintendent
Date: January 14, 2025
Re: Transfer Update

Canutillo ISD has monitored the in-state inter-District transfers for the 2024-2025 school year. Students of these families reside in El Paso County, Texas; therefore, we will receive state funding for their attendance in Canutillo ISD.

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 FDA (REGULATION) attached.

The Associate Superintendent’s Office continues to monitor district transfers during the 2024-2025 school year. In summary a total of 578 attend elementary campuses and 344 attend secondary campuses for a total of **922 Intra/Inter District transfers.**

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

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



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

P: (915) 877-7481
F: (915) 877-7522
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).

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

TRANSFERS FOR ELEMENTARY SCHOOLS

Campus	CES	DDE	JDE	BCE	GES	RES	TOTAL
Out of district (Inter)	36	11	30	39	17	49	182
Within district (Intra)	46	20	101	65	64	100	396
Out of state (New Mexico)	0	0	0	0	0	0	0
Total	82	31	131	104	81	149	578

TRANSFERS FOR MIDDLE SCHOOLS

Campus	AMS	CMS	TOTAL
Out of district (Inter)	31	34	65
Within district (Intra)	65	52	117
Out of state (New Mexico)	0	0	0
Total	96	86	182

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

CUMULATIVE INTER/INTRA DISTRICT TRANSFERS

Out of district (Inter)	405
Within district (Intra)	513
Out of state (New Mexico)	4
Total	922

ADMISSIONS:
INTERDISTRICT TRANSFERS

FDA
(REGULATION)

BASIS FOR
TRANSFER

The associate superintendent shall serve as the superintendent's designee and shall consider all transfer requests on an individual basis.

A nonresident student wishing to transfer into the District shall apply for admission annually by May 1 of the current school year. This shall apply to all new and renewing transfer requests.

A resident student who becomes a nonresident during the course of a semester shall be permitted to continue in attendance for the remainder of the school year.

TUITION
PAYMENT
IN-STATE

In-State tuition is charged by the District based on an administrative formula. Tuition is paid on the basis of nine equal payments. Tuition payment is due at the beginning of each monthly period (September through May) and becomes delinquent if not paid by the 5th day of that period. Monthly tuition payments shall be made to the Division of Financial Services. Unless tuition is paid by the 5th day of the month, or satisfactory arrangements are made with the Superintendent, the student shall be dropped.

OUT-OF-STATE

If the student is an out-of-state transfer, the tuition rate shall be fixed at a sum that is approximately equal to the sum that was spent by the District on each student in average daily attendance the preceding school year less the amount received by the District under the Foundation School Program.

Out-of-State transfers enrolled on or before the 2016-2017 school year may continue to attend district schools on a tuition-free basis provided that:

A) The student has no record within the preceding two school years of any disciplinary offenses punishable by out-of-school suspension, disciplinary alternative education program, expulsion, or placement in the Juvenile Justice Alternative Education Program and has not engaged in conduct punishable as a felony.

B) The responsible parent or guardian commit to providing transportation for the student to and from school.

TUITION
PAYMENT
AGREEMENT

Tuition payments for educational services rendered to students shall be recorded and submitted to the Financial Services Division. (see Exhibit A)

ADMISSIONS:
INTERDISTRICT TRANSFERS
TUITION EXEMPTION
DISTRICT

FDA
(REGULATION)

EMPLOYEES

Children of District employees, meaning employees on whose behalf Teacher Retirement System (TRS) contributions are made, may continue to attend district schools on a tuition-free basis provided that:

- A. They were enrolled as a transfer student in the District on or before the 2016-17 school year **and**
- B. They meet the conditions outlined in items Nos.3 and 5 below:
 1. The student is eligible for a free public education in the District, with the exception of residency[see FD (LEGAL)];
 2. The student resides within the State of Texas;
 3. The student has no record within the preceding two school years of any disciplinary offenses punishable by out-of-school suspension, disciplinary alternative education program, expulsion, or placement in the Juvenile Justice Alternative Education Program and has not engaged in conduct punishable as a felony;
 4. Adequate arrangements have been made so that the District shall receive the available state funding attributable to the attendance of the student;
 5. The responsible parent or guardian commit to providing transportation for the student to and from school.

FACTORS

The administration reserves the right to assign and/or reassign a nonresident transfer student to any appropriate District school. A student shall be assigned to a campus upon entry into the District. Transfers are approved to a school where space is available based on campus and program capacity. Inter-district transfer students may be reassigned to a different campus in order to reestablish enrollment balance if an unexpected increase in enrollment on the campus occurs.

TRANSPORTATION

Transportation for the transferring student shall be the responsibility of the parent or guardian.

ADMISSIONS:
INTERDISTRICT TRANSFERS

FDA
(REGULATION)

AFTER SCHOOL
CARE

District employees shall make arrangements for after school care of his/her child while the employee is still engaged in performance of job-related duties. In addition, a district employee shall not bring his/her child to any type of staff development that is provided through employment. Exceptions can be made by principal approval on an occasional not regular basis.

OUT-OF-COUNTRY

The District will use the following methods to verify the content of courses for which a transfer student has earned credit. 19 TAC 74.26(a)(2).

EVALUATING
STUDENT
TRANSCRIPTS

Upon admission to a Canutillo ISD high school, a student may be assigned a temporary grade placement of 9th grade pending receipt and review of appropriate documents as stated in FD (LEGAL). The student will be placed in appropriate courses based on the preliminary language assessment given by the English Language Facilitator, and counselor evaluation utilizing student interview and review of documentation to grant credits based on CISD credit matrix.

1. Transcripts will be provided upon student enrollment. If transcripts are not official, credits will not be granted until official transcripts are received.
2. Once official transcripts are received, CISD will act within 20 regular instructional days to grant all approved credits as determined on CISD matrix and make an appropriate class placement. If transcripts are not received within the 30th day after the date a child is enrolled, the counselor will contact the parents/legal guardian and document the request for official transcripts.
3. Student must follow CISD requirements for enrollment as stated in FD (LEGAL) for example:
 - a. Residency
 - b. Immunizations
 - c. Identification

ADMISSIONS:
INTERDISTRICT TRANSFERS

FDA
(REGULATION)

The transcript is evaluated and final credits are assigned by the counselor as approved by the campus administrator. The transcript will be evaluated and documented on the Foreign Transcript Audit Form (Exhibit B). Credits are awarded according to the CISD Matrix (Exhibit C) and if needed, a third party assessment agency will evaluate classes not listed on the CISD Matrix. If a third party evaluation agency grants credit for such course(s), the task force committee will meet to make a final decision to grant such credit.

Credits will be awarded in a consistent, standardized manner utilizing the contents of this official Procedure. All students will be treated in a similar manner regarding the award of credits.

STUDENT
SCHEDULE

After final official transcript evaluation and grade placement, assigned classes will be adjusted by the counselor based on credits earned. CISD staff charged with the evaluation and necessary adjustments are the counselor and a campus administrator. The designated campus administrator must sign for final approval.

ADMISSIONS:
INTERDISTRICT TRANSFERS

FDA
(REGULATION)

GRADE
CONVERSION

Grades from a foreign transcript will be evaluated individually and in accordance with the foreign country's passing scale.

Grades from Mexico transcripts will be converted to U. S. grades by using the Grade Conversion Chart for Mexican to U. S. Grades. (See Exhibit A)

All transcript evaluations from foreign countries will require the approval signature from the campus Registrar, EL Facilitator, Parent/Guardian/Student, Counselor, Campus Administrator, Data Entry Clerk and the district's Second Language Services Director.

AWARDING CREDIT

Credits are awarded on successful completion of an academic year and are to be reduced accordingly for partial year enrollment. Credit shall be based on documentation provided (transcripts/ report cards).

- a. 0.5 credit may be awarded for single semester attendance
- b. Award one Foreign Language level credit in the student's language of instruction for each year completed in secondary grades 7-9 (as reflected on the student's transcript). Example: Mexico/ Secundaria first year - award Spanish I; Secundaria second year – award Spanish II; Secundaria third year – award Spanish III. If report card(s) from Mexico only reflect: Secundaria second year, credit for Spanish I may be granted with a "P" (Pass), if Spanish from the second year was successfully completed. For Preparatoria first and subsequent years, credit for appropriate Spanish courses may be granted with a "P", (Pass).
- c. Award credit for those failed courses for which a student successfully completed a credit recovery course in his/her home country. Award the grade earned on the credit recovery course. Example: If a student failed a course in Mexico, they take "exámenes extraordinarios". Credit is awarded based on the grade earned on the "examen extraordinario".
- d. Students may be awarded credit for grades 7-9 by obtaining a certificate of completion from their home country's alternative education completion system or credit by exam. Credit is awarded based on the grade earned by exam. Example: A student coming in from Mexico may be awarded credit for Secundaria by obtaining a certificate of completion from "Secundaria en el sistema abierto para adultos de INEA". The exams taken for credit are referred to as "Diversificado para diagnostico". Credit is awarded based on the grade earned on the exams.

ADMISSIONS:
INTERDISTRICT TRANSFERS

FDA
(REGULATION)

LPAC	The 20 day timeframe to complete Language Proficiency Assessment Committee (LPAC) decision-making procedures for students whose Home Language Survey (HLS) indicates language other than English will begin immediately upon registration. LPAC will review placement and coursework, and will recommend specific academic interventions and linguistic accommodations for the student as appropriate. Committee members follow LPAC procedures as stated in EHBE Legal Special Programs Bilingual Education/ESL or TAC 89.
PARENT NOTIFICATION AND AGREEMENT	Upon completion of LPAC decision-making, the LPAC Chair will notify the parents/legal guardian regarding outcomes of the process. LPAC Chair must be prepared to provide copy of TEAMS CISD Transcript to parents/legal guardian when given such notification. Parents/legal guardian will receive the student's schedule. Parent signature indicates agreement or disagreement with the LPAC decision. Refer to the Out of Country Student Flowchart for further procedures (Exhibit D and E) and Parent Notification Letter (Exhibit F and G).
PARENTS RIGHTS	Parents are encouraged to be part of the enrollment process. Parents have rights designated to them in FNG (LEGAL).
MONITORING	The Principal will monitor and report to the Academic Language Services (ALS) Director when foreign transfer credits are not awarded, and/or appropriate grade reclassifications do not occur within 20 days of the receipt of official foreign transcripts.
REVIEW	Annual review of the regulation and exhibits will be conducted at the end of the school year. Such review will be initiated by CISD Associate Superintendent who is also Chair of the TASK-FORCE committee consisting of High School Principal, Assistant Principal, All Counselors, ALS Director, Internal Auditor, and Executive Director of Curriculum and Instruction.



OFFICE OF THE ASSOCIATE SUPERINTENDENT

#BestSmallDistrictinTexas

MEMORANDUM

TO: BOARD OF TRUSTEES AND SUPERINTENDENT GALAVIZ
FROM: DR. DEBRA Y. KERNEY, ASSOCIATE SUPERINTENDENT
SUBJECT: FACILITY REQUEST FORM: TEXAS CIRCUIT 35 OF JEHOVAH'S WITNESSES
DATE: JANUARY 14, 2025

Canutillo ISD has received a facilities request form from the Texas Circuit 35 of Jehovah's Witnesses requesting use of the auditorium at Canutillo High School for their annual meeting on April 5, 2025. As stated in GKD (Regulation) *Requests for use by individuals, groups, or organizations to use facilities or equipment for financial profit, partisan political reasons, religious purposes, or serving the individual or group's self-interest shall be approved by the Board.*

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

Mailing Address:
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CANUTILLO INDEPENDENT SCHOOL DISTRICT FACILITIES REQUEST FORM REQUIRING BOARD APPROVAL

Name: Eliseo Ramirez

Address: 6255 Strahan Email: eliseo3ramirez@gmail.com

Telephone #: (915) 538-9622 Date of Application: 12/4/2024

Organization: Texas Circuit 35 of Jehovah's Witnesses

Address: 6255 Strahan

Position of Applicant: Assistant Assembly overseer

Indicate length of time you are planning to use facilities:
 Date(s): April 5, 2025 Time: From 8:00 am To 1:00 pm

Type of facility requested: Auditorium Location/campus: CHS

Purpose for use of facilities: Annual meeting

Number of Participants: 250 Food be sold during the event: (circle one) Yes **NO**

If selling food during the event, a City of El Paso Public Food Establishment Permit must be provided to the associate superintendent's office five (5) business days prior to the event.

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

Minister 12/4/2024
 Applicant signature Title Date

* *****

Approved by Principal or Designee	Title	Date
<u></u>		<u>12/18/24</u>

Custodial Services Required:

Facilities & Transportation Division - Lead Custodian Signature	Date

Associate Superintendent's Approval	Date
<u></u>	<u>1/6/25</u>

Board Approved: Yes No	Date

Resolution of the Board Regarding Wage Payments during District Emergency Closure Due to Inclement Weather

(2-hour Delayed Start)

WHEREAS, the Board of Trustees of the Canutillo Independent School District (the "Board") is authorized by Texas Education Code section 45.105 to expend funds of the Canutillo Independent School District (or the "District") for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Board acknowledges that during a District declared emergency closing, most District employees are instructed not to report for work, and other employees may be called upon to provide auxiliary or emergency-related services;

WHEREAS, the Board finds that a need exists to address wage payments for all employees who were idled and those required to work during the District's emergency closure of two hours on Friday, January 10, 2025;

WHEREAS, the Board determines that employees who were instructed not to report to work, but were otherwise available and scheduled to work, may suffer a loss of pay or the reduction of two hours from their leave balances if the district is closed;

WHEREAS, the Board concludes that continuing wage payments to all regular employees—contractual and noncontractual, salaried and non-salaried—who suffer a loss in pay or loss of leave due to an emergency closing serves the public purposes of staff safety, maintaining morale, reducing turnover, and ensuring continuity of services and staffing when the campus reopens; and

WHEREAS, as to nonexempt employees who were called on to work during the District declared emergency closing of two hours on Friday, January 10, 2025, the Board further concludes that payment of these employees at a premium rate if applicable or necessary, as provided at DEA(LOCAL), serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide auxiliary or emergency-related services, and recognizing the services of essential staff;

WHEREAS, the Canutillo Independent School District declared a District emergency closure due to inclement weather for two hours on Friday, January 10, 2025.

WHEREAS, most employees at the District were instructed to report to work two hours later than their regular 8-hour work schedule reporting time on Friday, January 10, 2025.

WHEREAS, certain employees were called on and reported to work and provided auxiliary or emergency-related services on Friday, January 10, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Canutillo Independent School District authorizes continued wage payments to all regular employees—contractual and noncontractual, salaried and non-salaried—who were instructed to report to work two hours later from their regular work schedule, but were otherwise available and scheduled to work, during the emergency closing of two hours on Friday, January 10, 2025.

The authority granted by this resolution to continue wage payments to idled employees for two hours on Friday, January 10, 2025 is effective for, and limited to, the emergency closure due to inclement weather declared by the District for Friday, January 10, 2025.

Adopted this ____29____ day of January 2025, by the Board of Trustees of the Canutillo Independent School District.

Armando Rodriguez , Board President

Board Secretary



Martha Carrasco <mcarrasco@canutillo-isd.org>

Winter Weather Alert: Canutillo ISD on 2 Hour Delay on Friday, Jan. 10

1 message

Gustavo Reveles <pio@canutillo-isd.org>
Reply-To: Gustavo Reveles <pio@canutillo-isd.org>
To: mcarrasco@canutillo-isd.org

Thu, Jan 9, 2025 at 3:11 PM

Attention Canutillo ISD Employees:

Canutillo ISD will call a district emergency and delay the start of classes and office hours on Friday, Jan 10, in response to the winter weather conditions expected in the region. All employees are to report to work two hours later than scheduled.

Because this is a district emergency, employees will NOT have to make up their time. The District will automatically call in the two hours for every employee in the TEAMS system.

The decision was made by District officials following advise from weather forecasters and Office of Emergency Management, who predict snow and below-freezing temperatures through the early morning.

Canutillo ISD continues to prioritize student safety along with high quality teaching and learning in making decisions about changes to the instructional day.

Thank you for your continued support.

You are receiving this email because of your relationship with CANUTILLO ISD. If you wish to stop receiving email updates sent through the Finals site service, please [unsubscribe](#).
CANUTILLO ISD | 7965 Artcraft, El Paso, TX 79932 | 915-877-7400

