

# Agenda of Regular Meeting

## The Board of Trustees Canutillo ISD

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A Regular meeting of the Board of Trustees of Canutillo ISD will be held April 22, 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.

Although one or more board members may participate by video conference call, a quorum of the Board of Trustees will be physically present at this location for purposes of this meeting and in conformance with the Texas Open Meetings Act. One or more of the vendors being considered at this meeting may appear through video conference call/Microsoft Teams/Zoom. Any such presentation will be visible and audible to anyone attending the open meeting.

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

8

2. **BOARD HONORS**

- A. Recognition of Reyes Elementary School third-grader Freedom Michaelson, Reyes Elementary School fourth-grader Addilyn Engstrom and Childress Elementary School fifth-grader Hailey Guardado for earning Grand Champion Titles at the 2025 CISD District Science Fair.

**Presenter:** Gustavo Reveles

- B. Recognition of Alderete Middle School, Childress Elementary School, Damian Elementary School, Davenport Elementary School and Reyes Elementary School for their designation of Purple Star Campuses as part of the celebration of April as the Month of the Military Child.

**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.	Northwest Early College High School-Design Development Presentation	9
	<b>Presenter:</b> MNK Architects	
B.	Deanna Davenport Elementary School-Design Development Presentation	28
	<b>Presenter:</b> Pfluger Architects	
5.	<b>CONSENT AGENDA-VOTING</b>	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of the Meeting Minutes	
a.	Approval of the March 18, Board Workshop Meeting Minutes	67
2.	Approval of the Monthly Donations	
	<b>Presenter:</b> C. Pulley	
a.	Board Acceptance of the March 2025 Donations Report	69
	<b>Presenter:</b> Cristina Pulley	
3.	Approval of the Budget Amendments	
	<b>Presenter:</b> C. Pulley	
a.	March 2025 Budget Amendments	72
	<b>Presenter:</b> C Pulley	
4.	Approval of the Recommendation to Contract RFQ 2025-09B Construction Materials Testing Services for Canutillo ISD 2024 Bond Referendum Projects. Listed in order of evaluation score: Terracon Consultants, Inc.; Atlas Technical Consultants; CQC Testing and Engineering, L.L.C.; HVJ Associates, Inc.; LEC Engineering, Inc. /dba/ LOI Engineering, Inc.; WSP USD Inc.; Millennium Engineers Group, Inc.	75
	<b>Presenter:</b> Ernesto Ortiz	
5.	Approval of the Recommendation to Contract RFP 2025-7B Moving Services for Canutillo ISD 2024 Bond Referum Projects to Central Transportation Systems	98
	<b>Presenter:</b> Ernesto Ortiz	
6.	Approval of the Recommendation to Contract RFQ 2025-08B Environmental & Hazardous Materials Consulting Services for Canutillo ISD 2024 Bond Referendum Projects to Millennium Engineers Group	101
	<b>Presenter:</b> Ernesto Ortiz	
B.	<i>CURRICULUM AND INSTRUCTION</i>	
1.	Approval of Certification of Provision of Instructional Materials Survey 2025-26	125
	<b>Presenter:</b> R. Moore.	
C.	<i>HUMAN RESOURCES</i>	
1.	Approval of Contracts for Administrators and Other Certified/Non-Certified Administrators and Professionals for the 2025-2026 School Year	
	<b>Presenter:</b> M. Carrasco	
2.	Approval of Teacher Contracts for the 2025-2026 School Year	
	<b>Presenter:</b> M. Carrasco	

6. **EXECUTIVE SESSION**

**To Consult with Attorney Under Sections 551.071, 551.072, 551.074 and 551.076 of the Texas Government Code:**

(A certified agenda or recording of a closed meeting is confidential and is not available to the public except by court order. A person who knowingly and without lawful authority makes a certified agenda or recording public commits a Class B misdemeanor. Any exceptions will be communicated in accordance with applicable policies and regulations)

A. Receive and Discuss Intruder Detection Audit Report Findings for District campus.  
**Presenter:** Chief Martinez

B. **Secondary Program Offerings Redesign:**

1. To receive and discuss the recommendation of administration to propose non-renewal of the 2024-2025 term contract for the following individuals under Policy DFFB as part of the District's Reduction in Force (RIF) and as a result of the program and staffing changes approved by the Board.

S. Sommerville, AMS teacher; C.Ontiveros, AMS teacher; P. Padilla, AMS teacher; J.Villalobos, AMS teacher; M. Bumgardner, CMS teacher; M.Crocker, CMS teacher; B.Brandenburger, CMS teacher; G.Ocanas, CMS teacher; G.Moran, CMS teacher; L.Anchondo, CMS teacher

**Presenter:** M Carrasco

2. To receive and discuss the recommendation of administration to propose termination of the 2024-2025 probationary contract at the conclusion of the contract term for the following individual under Policy DFAB as part of the District's Reduction in Force (RIF) and as a result of the program and staffing changes approved by the Board to serve the best interests of the District.

E. Montoya, CMS teacher

**Presenter:** M Carrasco

C. **Campus Reorganization and Restructuring:**

1. To receive and discuss the recommendation of administration to propose non-renewal of the 2024-2025 **term contract** for the following individuals under Policy DFFB as part of the District's Reduction in Force (RIF) and as a result of the program and staffing changes approved by the Board.

C. Erler, CHS teacher

**Presenter:** M Carrasco

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J. Perez, DDE teacher

**Presenter:** M Carrasco

**D. Nursing and other Health Services Program Redesign:**

1. To receive and discuss the recommendation of administration to propose non-renewal of the 2024-2025 term contract for the following individuals under Policy DFFB as part of the District's Reduction in Force (RIF) and as a result of the program and staffing changes approved by the Board.

S. Bazan Infante, Nurse DDE

**Presenter:** M Carrasco

2. To receive and discuss the recommendation of administration to propose termination of the 2024-2025 **probationary contract** at the conclusion of the contract term for the following individual under Policy DFAB as part of the District's Reduction in Force (RIF) and as a result of the program and staffing changes approved by the Board to serve the best interests of the District.

J. Rocha Blair, Nurse BCE; J. Fierro, Nurse RES; G. Portillo, Nurse JDE; I. Romero, Nurse GES; J. Gomez, Nurse CES; A. Matoi, Nurse AMS; J. Wilson, Nurse CHS

**Presenter:** M Carrasco

**E. Regular Non-renewals / Terminations:**

1. To receive and discuss the recommendation of administration to propose non-renewal of the 2024-2025 **term contract** for the following individual under Policy DFBB for the reasons identified by administration and approved by the Board:

T. Avent, teacher CMS

**Presenter:** M Carrasco

2. To receive and discuss the recommendation of administration to terminate the probationary contract at the conclusion of the contract period for the following individuals under Policy DFAB to serve the best interests of the District:

J. Moss, Counselor CHS; A. Barrios, Counselor CHS

- F. To receive offers and information related to the potential sale of District property identified as [RFO 2025-18 Possible Sale of Property 6300 Strahan Road ].

**Presenter:** Steve Blanco

- G. Discussion regarding the ground lease between El Paso Community College and the District for the Northwest Early College High School (NWECHS).

**Presenter:** Steve Blanco

- H. Discussion Regarding County of El Paso's Request to Address Right of Way Adjacent to Deanna Davenport Elementary School and Options for Possible Sale to or Transfer to County.

**Presenter:** Steve Blanco

- I. Discussion With Legal Counsel Regarding Potential Amendment to Real Estate Contract and Transaction For Real Property Described as, a Tract of Land Out of Lot 1, Block 48, Enchanted Hills Unit Six and a Portion of Tracts 4B, 4B1, 5A, 5B & 6, Laura E. Mundy Survey 2237, to be Platted as Enchanted Hills Unit 7.

**Presenter:** Steve Blanco

- J. To Discuss the Contract of Superintendent Pedro Galaviz Including Possible Revisions and Amendments to the Current Agreement.

**Presenter:** Pedro Galaviz

7. **NEW BUSINESS (continued); OTHER**

- A. District Report: An Intruder Detection Audit was conducted in the district by Region 19 ESC / Texas Education Agency (TEA). Findings will be shared with the District School Safety and Security Committee, and the Board of Trustees. A plan of action is in place and will be shared with the Board of Trustees.

**Presenter:** Chief Martinez

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**Presenter:** Steve Blanco

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- H. Discussion regarding County of El Paso's request to address Right of Way adjacent to Deanna Davenport Elementary School and options for possible sale to or transfer to County.

**Presenter:** Steve Blanco

- I. Discussion and Possible Action to Amend or Revise the Real Estate Contract and Transaction For Real Property Described as, a Tract of Land Out of Lot 1, Block 48,

Enchanted Hills Unit Six and a Portion of Tracts 4B, 4B1, 5A, 5B & 6, Laura E. Mundy Survey 2237, to be Platted as Enchanted Hills Unit 7.

**Presenter:** Steve Blanco

- J. Discussion and Possible Action for the Contract of Superintendent Pedro Galaviz Including Possible Revisions and Amendments to the Current Agreement.

**Presenter:** Steve Blanco

## 8. **ADJOURNMENT**

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

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# 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

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: 2024 Bond Program-Design Development Presentation-Northwest Early College High School.

Justification Statement: In alignment with the District's vision to lead today and impact tomorrow, PROCEDEO has required MNK Architects to present their design development for Northwest Early College High School as part of the 2024 Bond Program.

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 goal of the presentation is to gather feedback from the Board of Trustees on the design development of Northwest Early College High School and ensure alignment before moving forward with the construction documents phase. We look forward to discussing the details and addressing any questions or concerns.

PRIOR BOARD ACTION: No

AWARDED:

AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE:

REQUESTING DEPARTMENT:

Operations

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S): ✓20250422 NWECHS-Design Development



# Northwest Early College

## Board Meeting #2





**YOU**  
End Users and Stakeholders

**PROCEDEO**  
Bond Managers

**JORDAN FOSTER**  
CONSTRUCTION  
Construction Manager at Risk



**MNK ARCHITECTS**  
Architect

**DLR GROUP**  
K-12 Consulting

**SLI**  
Civil Engineering

**kilo.**  
Structural Engineering

11

**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*

**Construction Cost Budget**

**\$ 30,306,611.50**

**Programed SF:**

**65,000sf**



Meeting 1 – Site Planning



Meeting 2 – Site Options  
Exterior Vision



Meeting 3 – 1 & 2 story  
options / Floor plans



Meeting 4 – Community  
Update



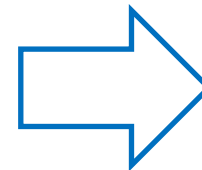
District Board Meeting



Meeting 5 – Exterior Finishes  
Value Engineering



Meeting 6 – Interior Finishes,  
Enlarged Floor Plans



Meeting 7 to 20



# Interior Finishes

## PAINT



**FIELD COLOR**  
SHERWIN WILLIAMS  
SW 7055 PURE WHITE



**STRUCTURE**  
SHERWIN WILLIAMS  
SW 7972 KNITTING NEEDLES



**ACCENT COLOR**  
SHERWIN WILLIAMS  
SW 6788 OULFSTREAM



**ACCENT COLOR**  
SHERWIN WILLIAMS  
SW 6479 DRIZZLE



**ACCENT COLOR**  
SHERWIN WILLIAMS  
SW 7910 SAUNTLET GRAY

## EXTERIOR



**THIN BRICK VENEER**  
METROBRICK  
FB 173 BAMBOO



**HIGH IMPACT EIFS**  
DRYVOT  
454 STONE GRAY



**METAL SOFFIT**  
MAG-ARCHITECTURAL  
HARRYWOOD TEAK



**EXTERIOR METAL**  
SHERWIN WILLIAMS  
SW 6990 CAVIAR

## FLOOR



**LVT FLOORING**  
MANNINGTON COMMERCIAL  
STRIDE  
WINTER FLEECE



**LVT FLOORING**  
MANNINGTON COMMERCIAL  
STRIDE  
SQUAWK BOX



**RUBBER FLOORING**  
MONDO  
DARK MAPLE

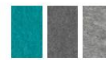


**LVT FLOORING**  
MANNINGTON COMMERCIAL  
PAK  
PLATINUM

## CEILING



**ACOUSTIC TILE**  
ARMSTRONG  
ULTIMA SQUARE TEGULAR



**BAFFLES**  
ACUFLEX  
PEACOCK, SLATE AND GREY

## DOORS



**DOORS**  
VT INDUSTRIES  
RAVINE RAIB



**HM FRAMES**  
SHERWIN WILLIAMS  
SW 6990 DOVER CAVIAR

## WALL BASE



**WALL BASE**  
TARNETT  
CHARCOAL 20



**RESTROOM WALL BASE**  
DALTILE  
CONHESION WHITE

## RESTROOMS



**WALL TILE**  
CROSSVILLE  
NEUTRAL TERRITORY - SEASHELL



**WALL TILE**  
CROSSVILLE  
NEUTRAL TERRITORY - WARM SILVER



**WALL TILE**  
CROSSVILLE  
NEUTRAL TERRITORY - SEA ICE



**WALL TILE**  
CROSSVILLE  
NEUTRAL TERRITORY - SMOKESTACK



**WALL TILE**  
CROSSVILLE  
NEUTRAL TERRITORY - SPRUCE



**WALL TILE**  
CROSSVILLE  
HIDE AND SLEEK - CHALK



**WALL TILE**  
CROSSVILLE  
HIDE AND SLEEK - KOKOA 3D



**CERAMIC TILE FLOORS**  
DALTILE  
CONHESION WHITE



**PARTITIONS**  
DALTILE  
CHANGOLAL GRAY - 6215



**SOLID SURFACE (ADMIN)**  
TERRICON  
DESIGNER WHITE



**SOLID SURFACE (CLASSROOMS)**  
TERRICON  
SANDTRAP



**GROUT**  
ARDEX  
SLATE GREY 21, IRISH  
CREME 10, SUGAR COOKIE  
03

## MILLWORK



**COUNTERTOP**  
WILSONART - PREMIUM LAMINATE  
BLACK ALICANTE 4026-07



**LOWER CABINETS**  
WILSONART - PREMIUM LAMINATE  
BIRCH CHERY 7927-38



**UPPER CABINETS**  
WILSONART - PREMIUM LAMINATE  
VAPOR STRANDE 4938-18



**RESIN TOP**  
DURCON  
BLACK



**TACKBOARDS**  
FORNO  
2182 POTATO SKN



**WALLPADS**  
DRAPER  
GREY

## ACCESSORIES

## WINDOWS



**FRAME**  
ALUMINUM  
BLACK



**ROLLER SHADE**  
MICHG SHADE SYSTEMS  
1800 SERIES (1% OPACITY)  
180 LIGHT GREY



**ROLLER SHADE**  
MICHG SHADE SYSTEMS  
0800 SERIES  
819 SILVER BIRCH



**MKN ARCHITECTS**  
130 EUBANK COURT T. 915.587.8023  
EL PASO, TX 79902  
WWW.MKNARCHITECTS.COM



BUS DROP-OFF

ATHLETICS

CTE

CLASSROOM  
NEIGHBORHOOD

EXISTING  
GRIFFIN  
GROTTO  
(CAFETERIA)

FINE ARTS &  
MULTIPURPOSE  
ROOM

POND

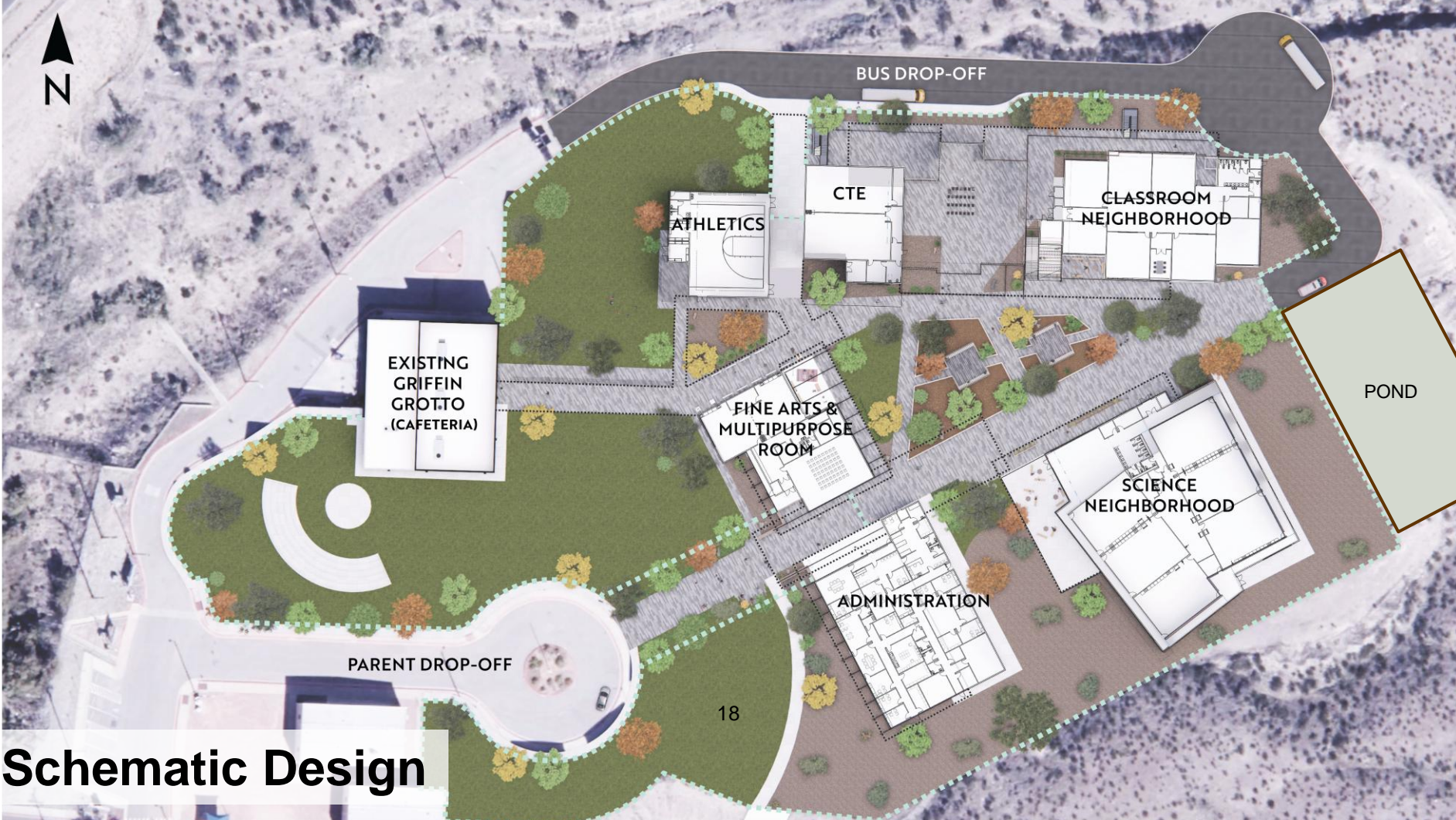
SCIENCE  
NEIGHBORHOOD

ADMINISTRATION

PARENT DROP-OFF

18

# Schematic Design





# Schematic Design



PONDING

BUS DROP-OFF

ATHLETICS

CTE

CLASSROOM  
NEIGHBORHOOD

EXISTING  
GRIFFIN  
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FINE ARTS &  
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SCIENCE  
NEIGHBORHOOD

ADMINISTRATION

PARENT DROP-OFF

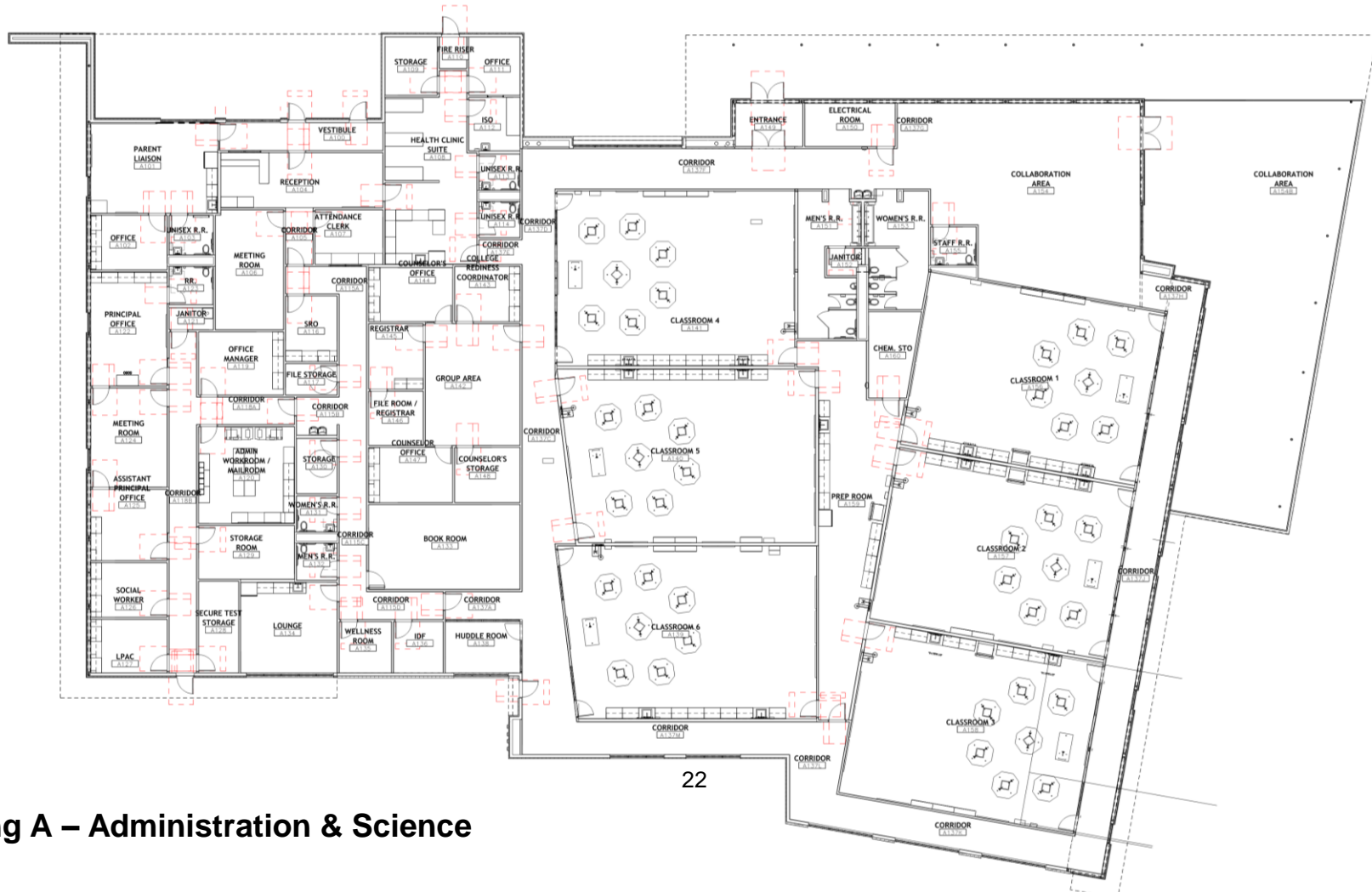
20

**Design Development**



21

# Design Development



**Building A – Administration & Science**



**Administration**



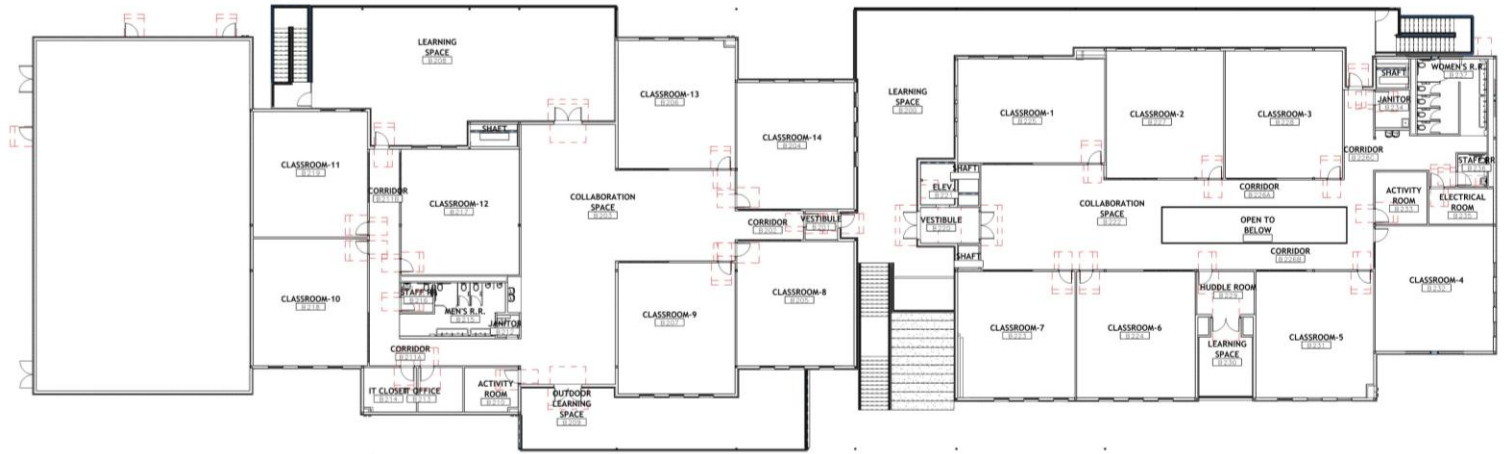
**Science**



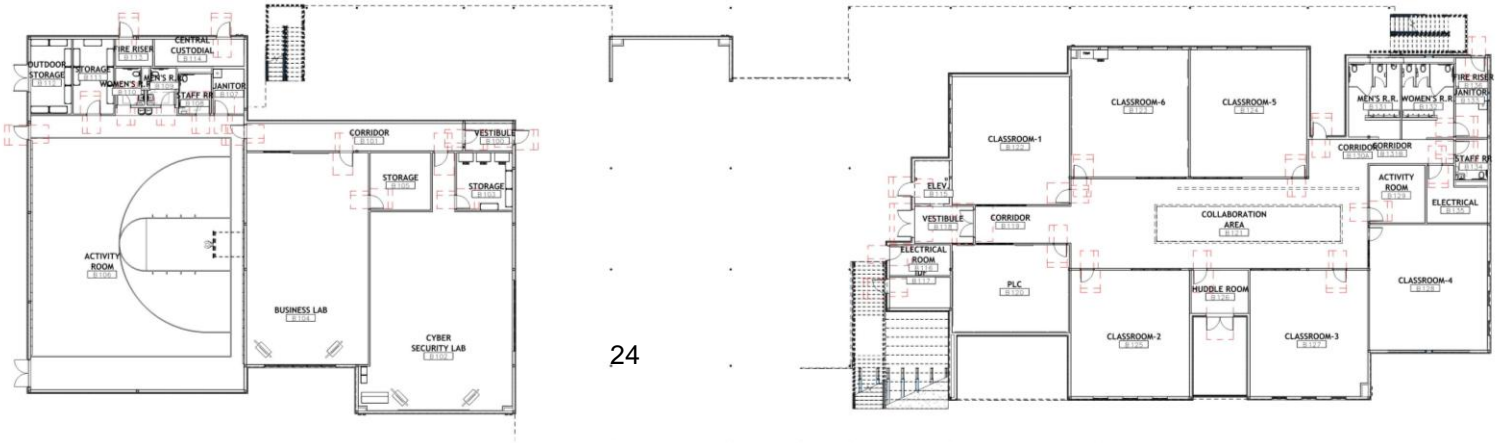
**Administration**



**Science**



**Building B – Classroom Neighborhood 2nd Floor**



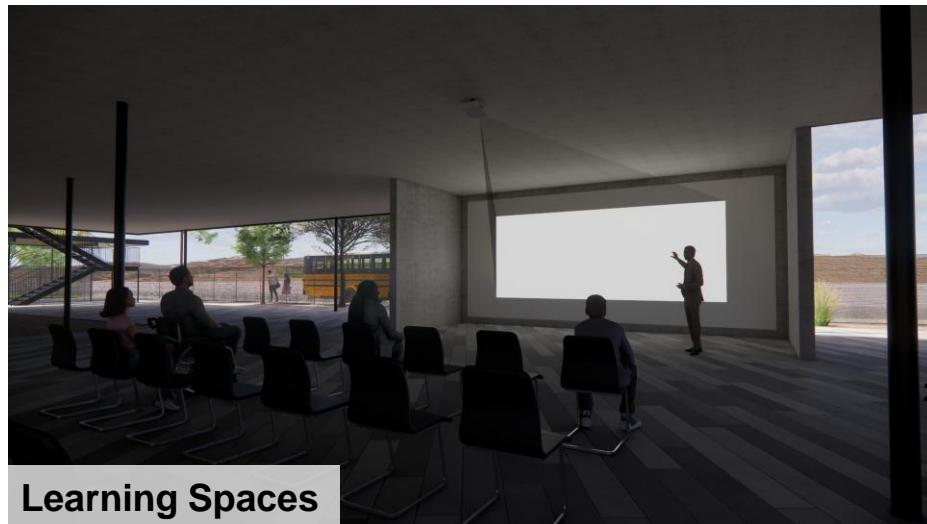
**Building B – Classroom Neighborhood 1st Floor**



**Classrooms**



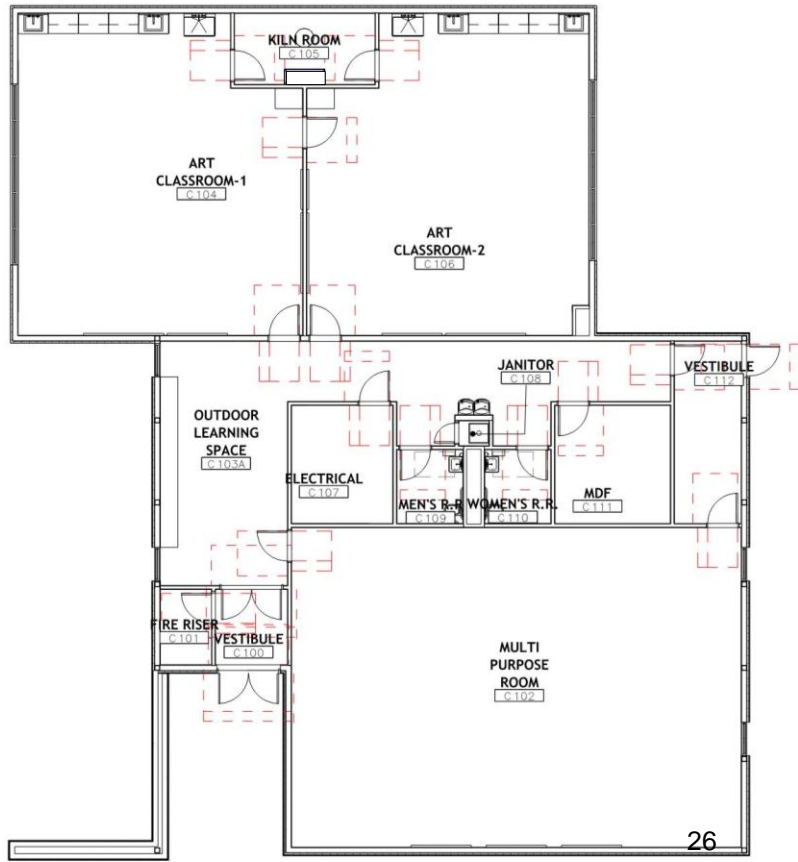
**Classrooms**



**Learning Spaces**



**Learning Spaces**



Multipurpose Room



Outdoor Learning



Gallery

**Building C – Fine Arts & Multipurpose Room**

# Northwest Early College

## Board Meeting #2



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Curriculum & Instruction  Human Resources  Business Services

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*Signature of Requester(s)*

\_\_\_\_\_  
*Signature of Presenter(s)*

\_\_\_\_\_  
*Business Services Approval (Initials)*

\_\_\_\_\_  
*Date*

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The goal of the presentation is to gather feedback from the Board of Trustees on the design development of Deanna Davenport Elementary School and ensure alignment before moving forward with the construction documents phase. We look forward to discussing the details and addressing any questions or concerns.

PRIOR BOARD ACTION: No

AWARDED:

AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE:

REQUESTING DEPARTMENT:

Operations

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S): 20250422



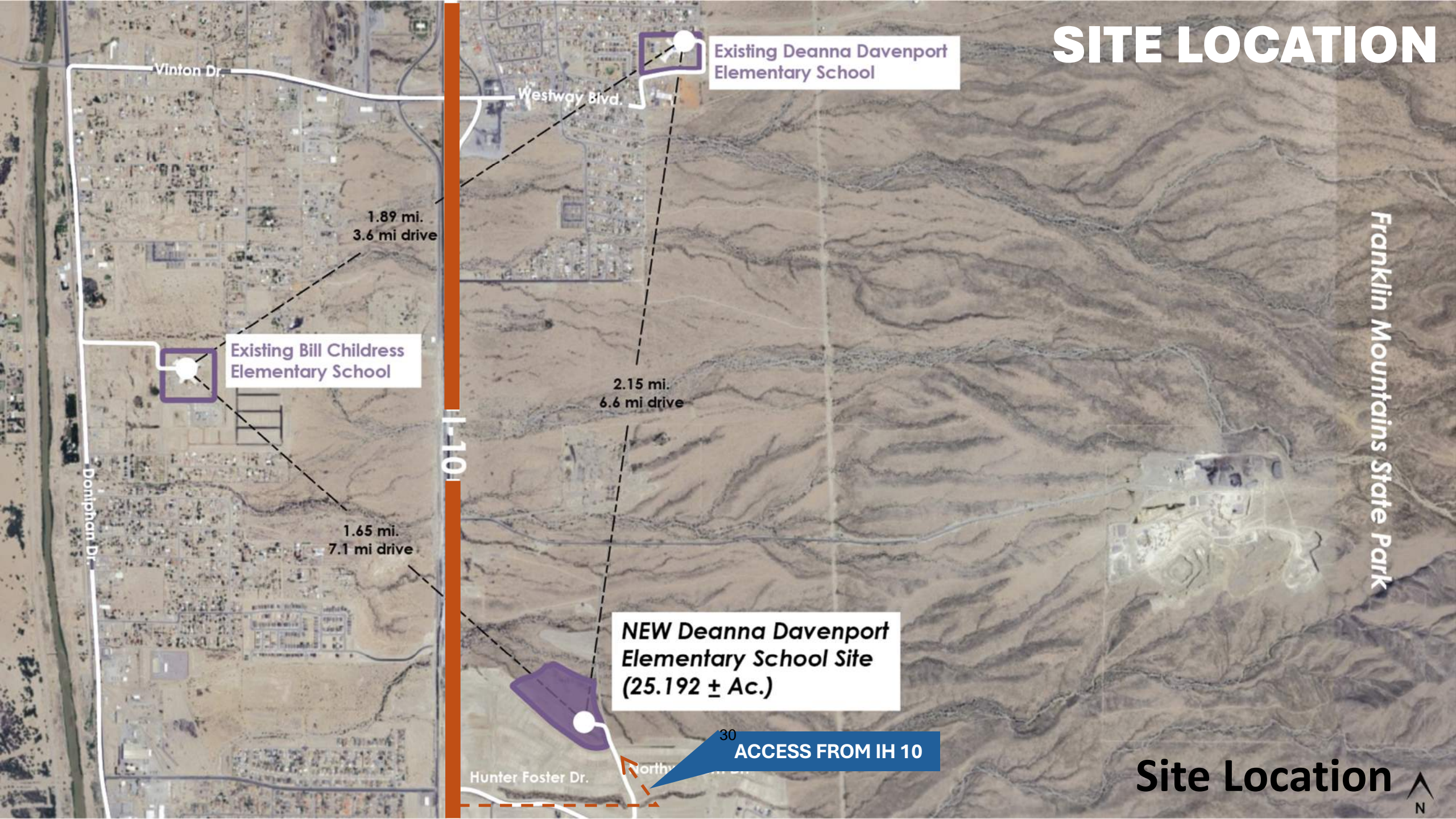
# DEANNA DAVENPORT

## NEW ELEMENTARY SCHOOL

Board Update  
APRIL 2025



# 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.)

30  
ACCESS FROM IH 10

Hunter Foster Dr.

Northy

Franklin Mountains State Park

Site Location



# DESIGN PROCESS



# GUIDING PRINCIPLES

The design of the new elementary school is deeply rooted in the guiding principles unearthed through community collaboration. These principles, shaped by shared values and aspirations, serve as a foundation to ensure the school reflects the community's vision while fostering a sense of belonging and purpose

# 1

## Well-being

Davenport ES will serve as an important tool in the role of **well-being** for both students and staff. Our campus is committed to a strong connection to **nature**, integrating **biophilic design** and **movement** into the learning environment to address student needs and promote **social well-being**.

# 2

## Future-focused

The design of Davenport ES will include learning environments essential for **preparing students for their future**. Spaces that support **collaboration, critical thinking, peer mentoring, and a balanced use of technology** as a tool ensure students are well-prepared for their **future**.

# 3

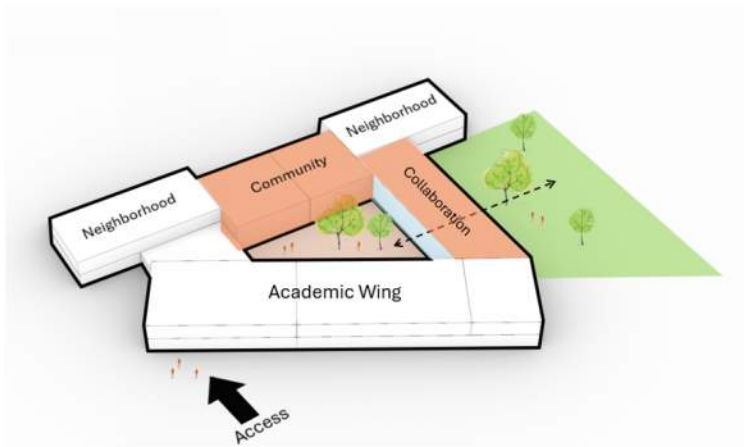
## Versatile & Adaptable

The design of Davenport ES will feature **versatile and adaptable spaces** that support systems for **student collaboration and differentiation**, empowering both students and teachers to work together in environments **tailored to meet the diverse learning needs** of all students.

# DESIGN EXPLORATION

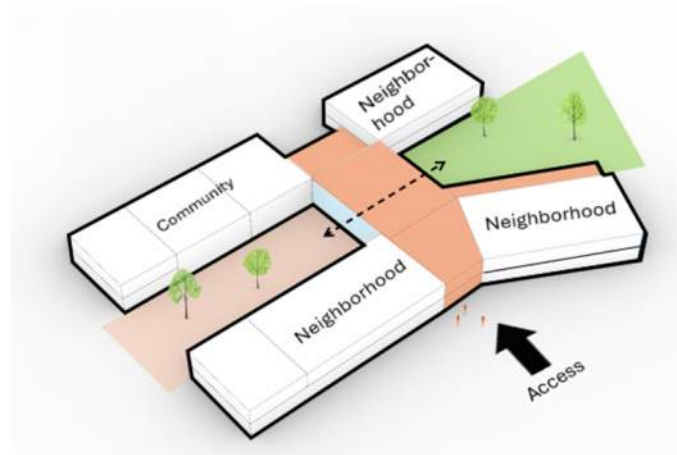
The following concept diagrams explored three distinct approaches to spatial and program organization. Each concept highlights unique opportunities for how spaces interact with one another and with outdoor areas, offering varied solutions to support functionality, creativity, and connection across the campus.

## 1 Plaza Central (Central Plaza)



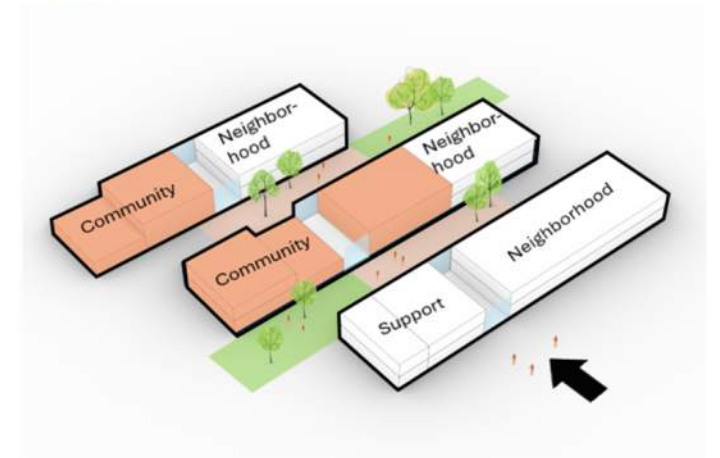
Committee Feedback  
**3.9 / 5**

## 2 El Mirador (The Lookout)



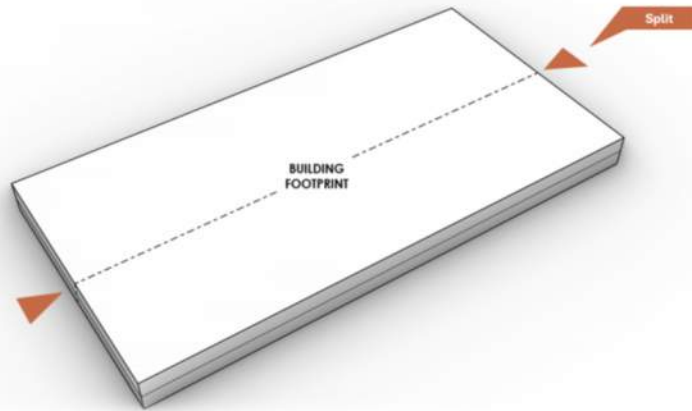
Committee Feedback  
**4.5 / 5**

## 3 Las Terrazas (The Terraces)

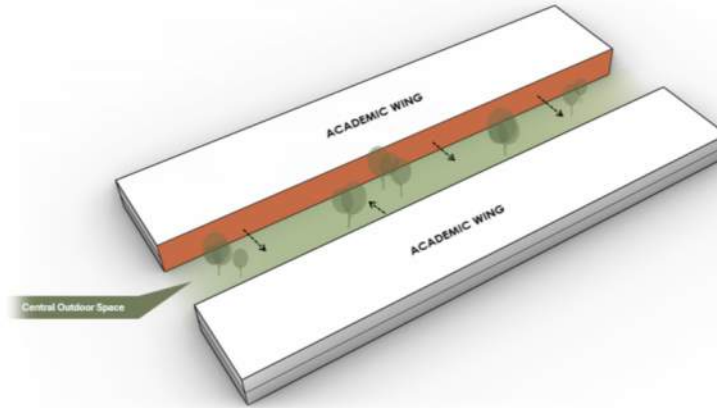


Committee Feedback  
**4.1 / 5**

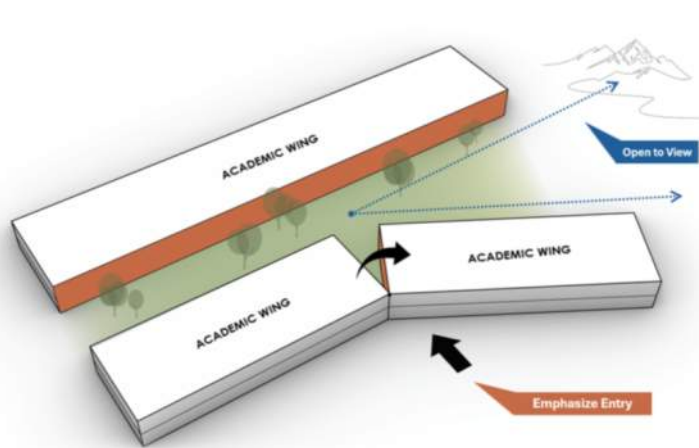
# CONCEPT EVOLUTION



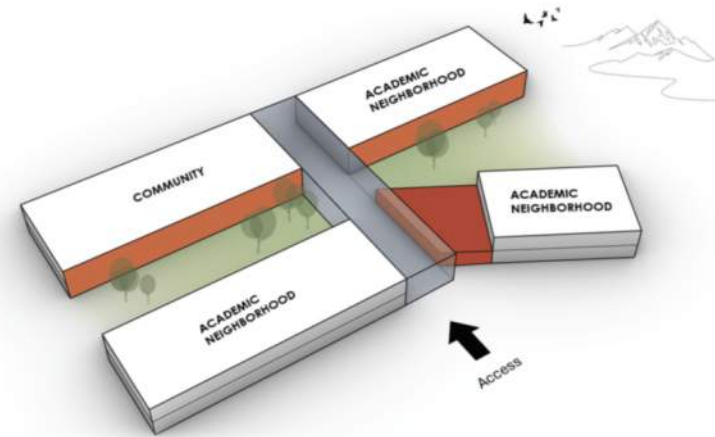
- 1** A simple two-story design with clean geometry centers around a strong central axis, ensuring clarity, balance, and intuitive organization.



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

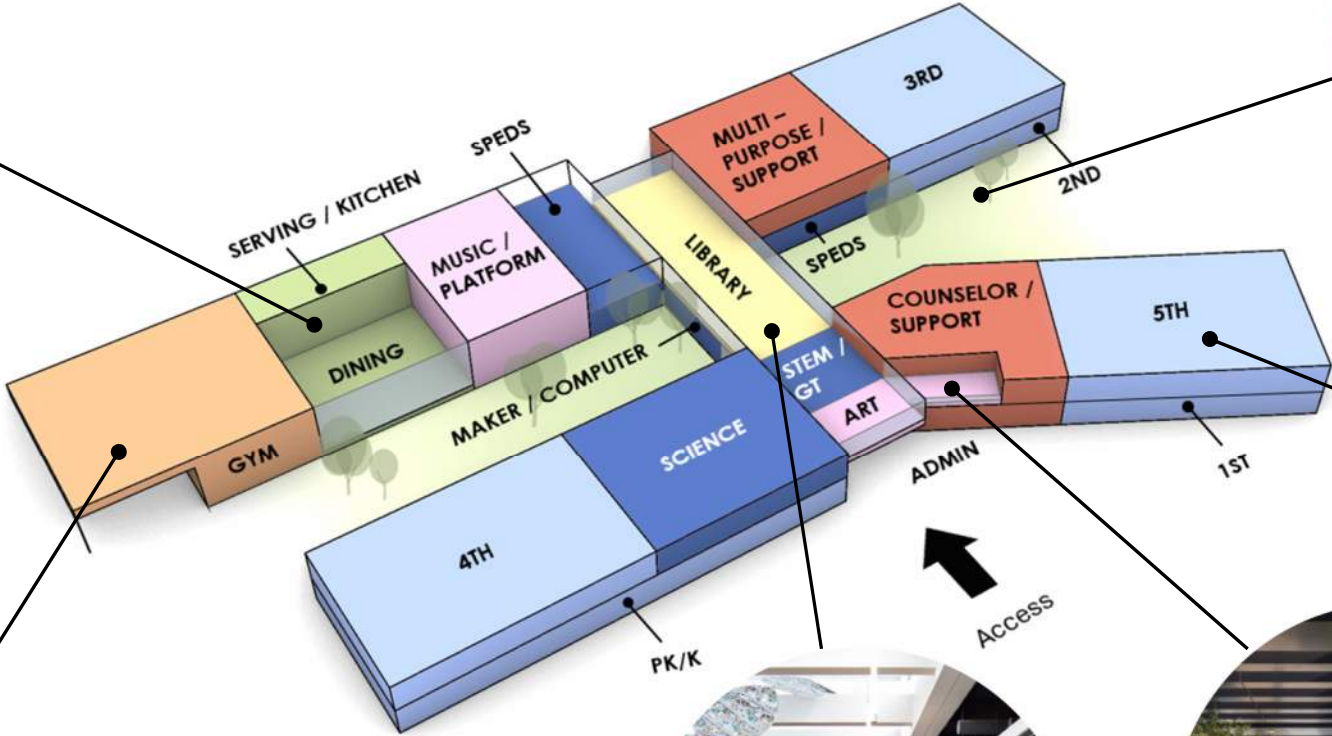


- 3** Part of the building is rotated to capture and celebrate the iconic Franklin Mountains, a landmark deeply rooted in the region's identity and heritage.



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

# PROGRAM + DESIGN FEATURES



WESTWAY ↑

DAVENPORT ELEMENTARY  
CANUTILLO INDEPENDENT SCHOOL DISTRICT

5.3 ACRES

← IH 10

↑ MOUNTAINS

Main Access

↑  
ACCESS  
FROM IH 10

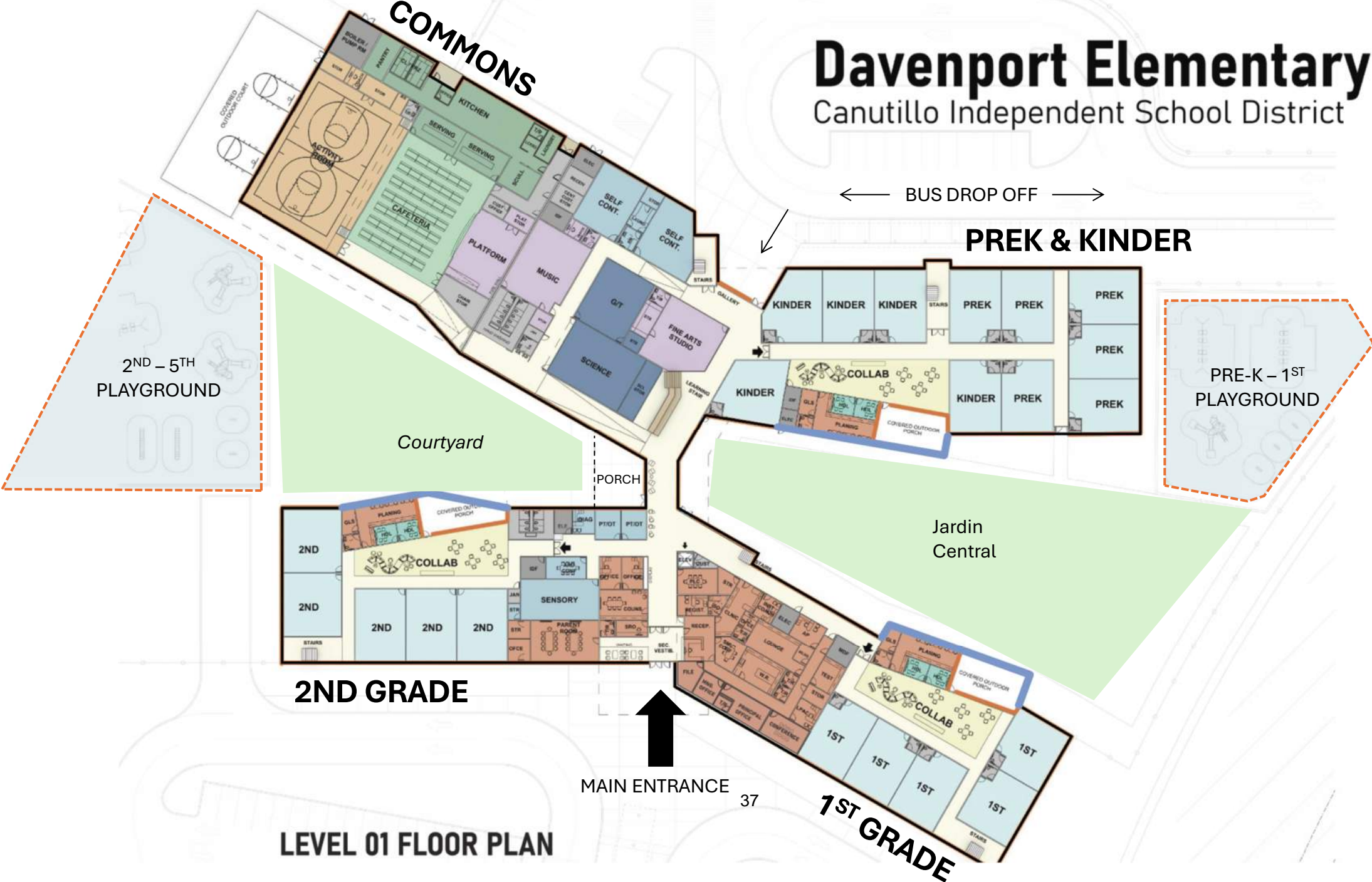
# SITE PLAN

PROPOSED REVISIONS



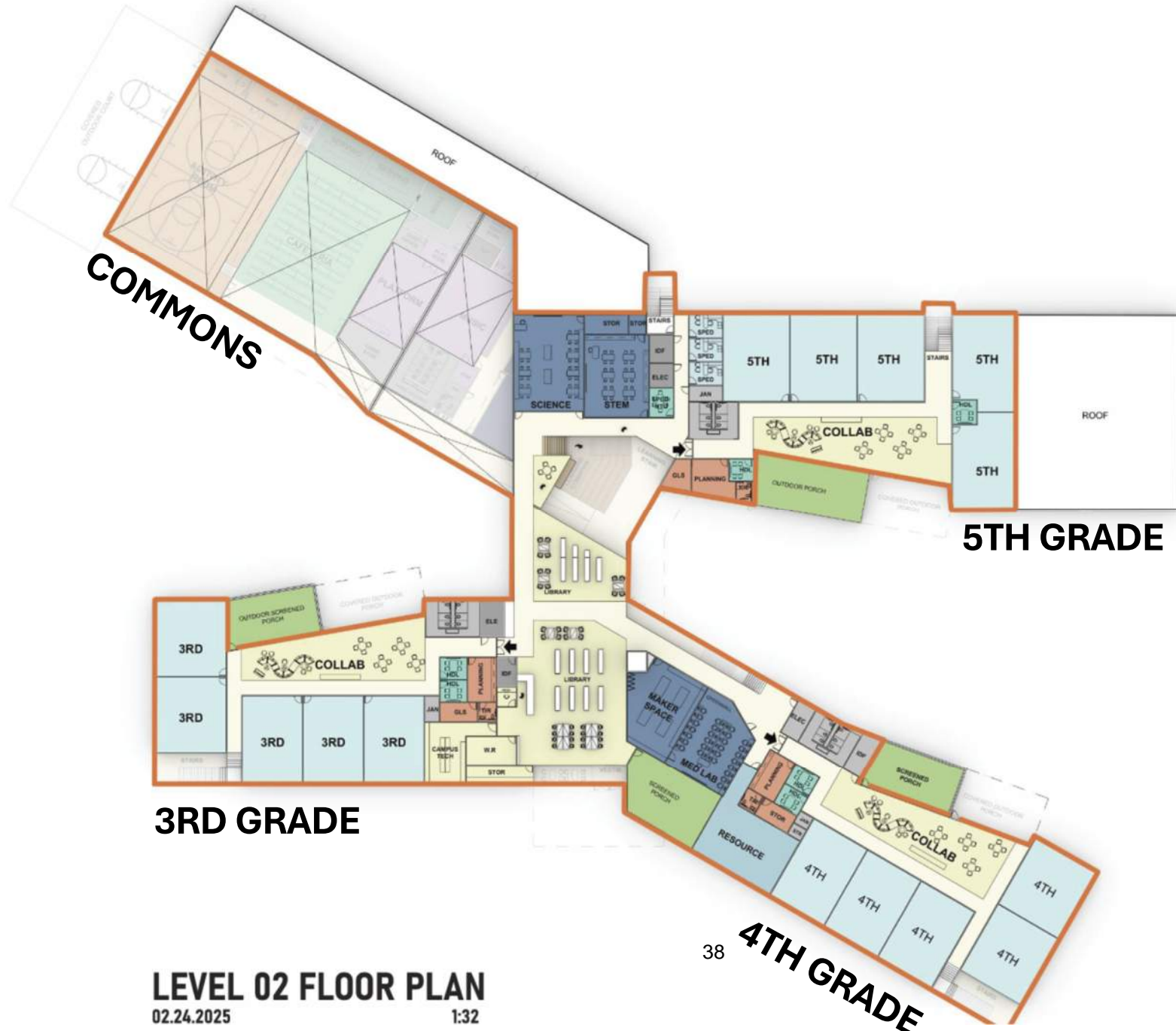
# Davenport Elementary

Canutillo Independent School District



LEVEL 01 FLOOR PLAN

37



**COMMONS**

**5TH GRADE**

**3RD GRADE**

**4TH GRADE**



**EL MIRADOR**  
**THE LOOKOUT**



# THE DESIGN

The presence of the mountains influences how the building **unfolds**, opening toward the horizon and **framing** key views that connect students to the landscape.

Rooflines **lift and shift**, inspired by the ridges and valleys, allowing light to filter in and creating a sense of **movement**.

Strategic openings, courtyards, and pathways align with the mountains, drawing **natural light** and fresh air into learning spaces while fostering a seamless **flow between indoors and outdoors**.

# SURVEY RESULTS – ALIGNS EXTREMELY WELL





**DRIVE APPROACH**  
**PRELIMINARY EXTERIOR MASSING**



# MATERIAL PALETTE

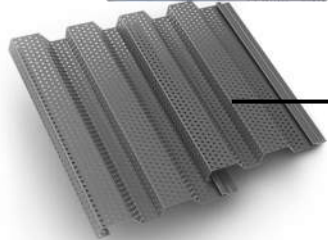


STEEL CANOPY WITH WOOD PRINTED METAL SOFFIT

BOX RIB METAL PANEL : IN BLUE



BOX RIB METAL PANEL



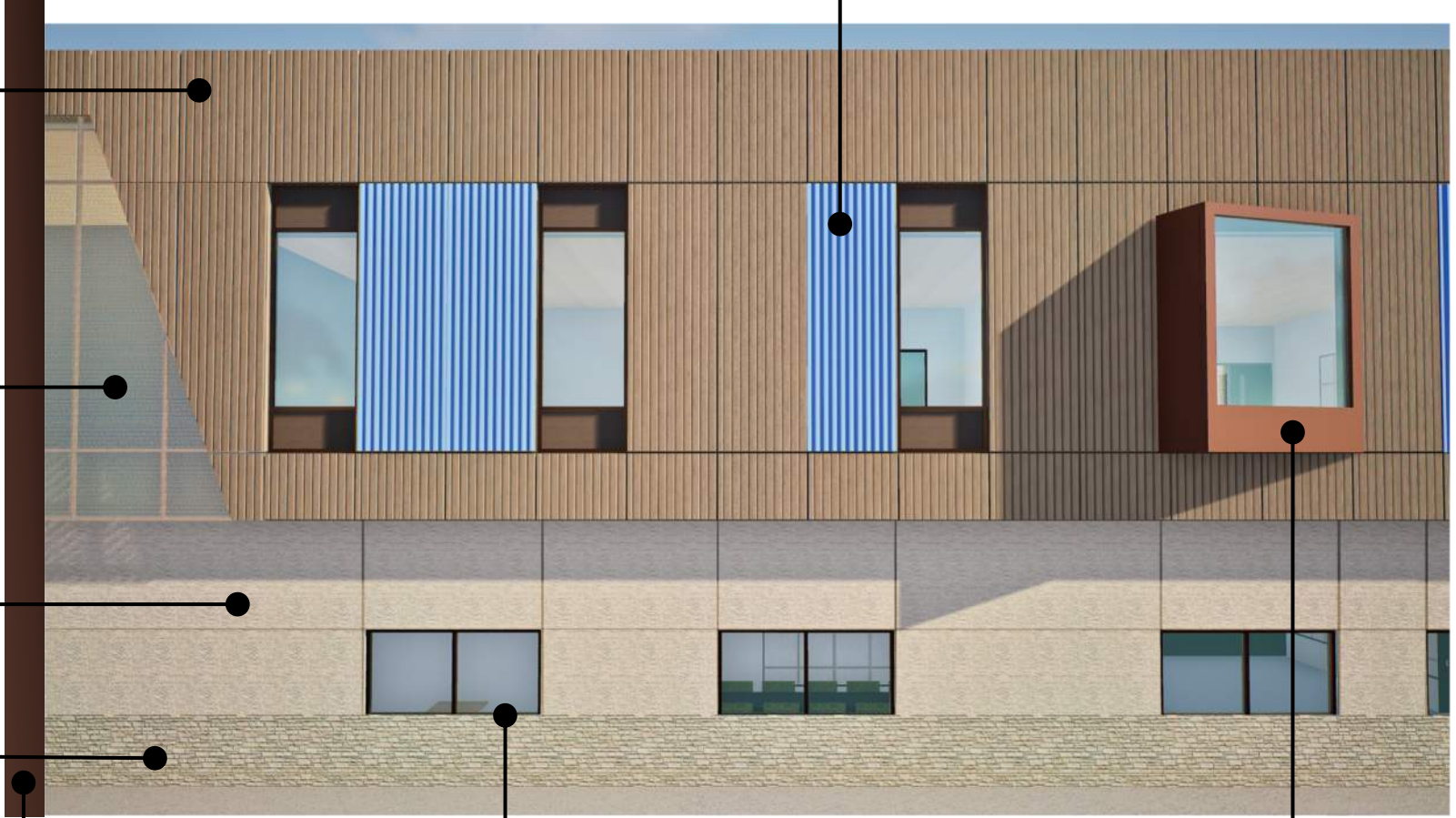
PERFORATED METAL PANEL



HIGH IMPACT PIGMENTED EIFS



PRE-MANUFACTURED STONE VENEER



BRONZE ANODIZED FRAMES

METAL PANEL FRAMED "PICTURE FRAME" WINDOW IN TERRACOTTA

BRONZE ANODIZED FRAMES





DEANNA DAVENPORT ELEMENTARY SCHOOL





DEANNA DAVENPORT ELEMENTARY



**JARDIN CENTRAL**







# SURVEY RESULTS – ALIGNS EXTREMELY WELL

COMMUNITY



# SURVEY RESULTS – ALIGNS EXTREMELY WELL

CLASSROOM



COLLABORATION



# EL MIRADOR

## THE LOOKOUT



### INTERIOR CONCEPT

Inspired by the rugged beauty of the Franklin Mountains, the interior design draws from the natural layers, forms, and textures of the landscape.

53

Inside the building, this connection comes to life through layered ceiling planes that echo the ridges and contours of the mountain range, creating depth, warmth, and movement in key learning and collaboration spaces.

# COLOR STUDY



Franklin Mountains State Park



District Colors



# MATERIAL PALETTE

FINISHES ARE SUBJECT TO CHANGE



PAINT



LAY-IN  
CEILING



LAY-IN  
CEILING



WOOD  
CEILING



WAINSCOT WALL TILE



ACCENT WALL TILE



ACCENT WALL TILE



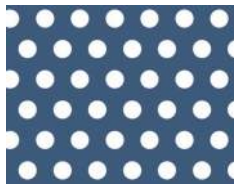
ACCENT WALL TILE



ACCENT WALL TILE



METAL WALL  
PANEL



PERFORATED  
METAL RAILING



ACRYLIC INFUSED  
WOOD



FELT LIGHTING &  
BUFFLES



SOLID SURFACE



PLASTIC  
LAMINATE



ACCENT PLASTIC  
LAMINATE



VINYL FABRIC



SLAT WALL PANEL



CLINIC CURTAIN



FABRICS



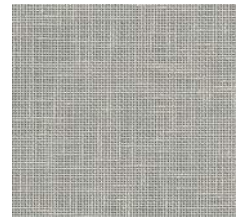
STAGE CURTAIN



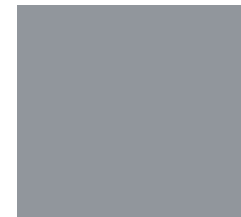
ROLLER SHADES



FIBERGLASS



PLASTIC LAMINATE



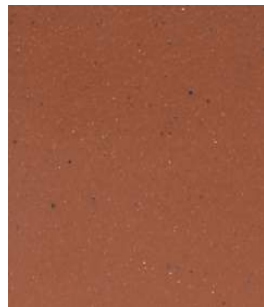
PLAM WALL PANEL



TOILET PARTITION



TACKBOARD



QUARRY TILE



EPOXY FLOOR



LVT FLOOR



ACCENT LVT  
FLOOR



RUBBER STAIR  
TREAD/RISER



ACCENT LVT  
FLOOR



ACCENT LVT  
FLOOR



ACCENT LVT  
FLOOR



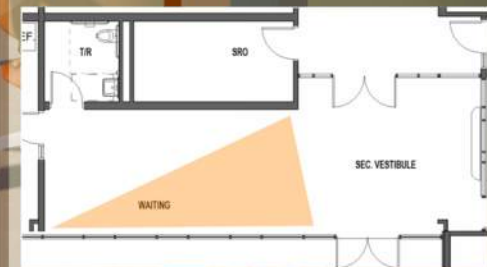
ACCENT LVT  
FLOOR



ACCENT LVT  
FLOOR



56



**VESTIBULE**



57



**RECEPTION**

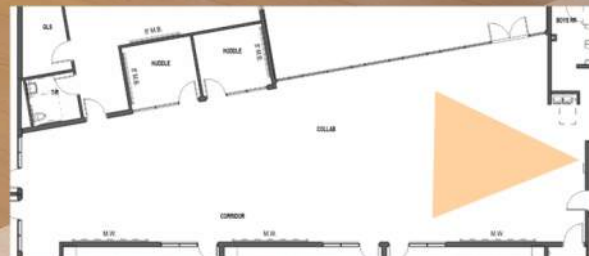


# LEARNING STAIR

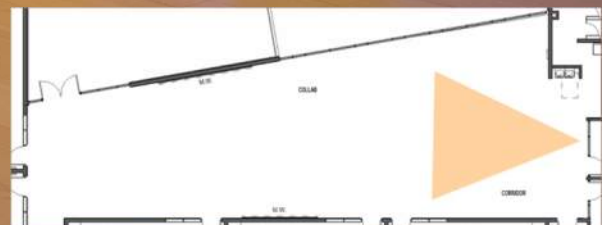


**LIBRARY CORRIDOR**

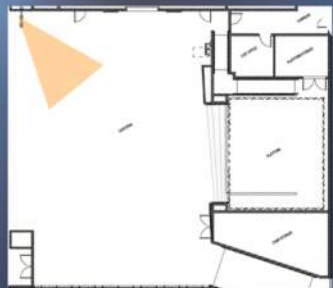


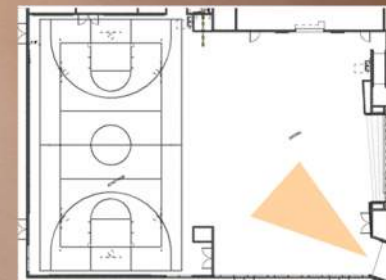


# NEIGHBORHOOD COLLABORATION



# NEIGHBORHOOD COLLABORATION





# Construction Budget – Deanna Davenport Elementary School

- CONSTRUCTION BUDGET
  - **\$50,468,664.00**

## **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 Design Development by



**LDCM SOLUTIONS, LLC**  
TRUST, VALUE, INTEGRITY

MORE TO COME

**Thank you!**

**pfluger**

**CDA** 



**LDCM SOLUTIONS. LLC**  
TRUST, VALUE, INTEGRITY

**1. GENERAL FUNCTIONS-OTHER**

1.A. Call to Order

The meeting was called to order at **5:30 PM**

1.B. Roll Call

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

**2. 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 not posted on tonight's meeting agenda.

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

Carol Cassidy - CISD Budget.

Mrs. Cassidy thanked the board for allowing her to speak to the community and asked the board to look at the Texas Bond Review Board. She mentioned that CISD has a 170-million-dollar debt listed. She wants the board to be conscious of the dire consequences of a high debt under the district and the current deficit.

**3. Workshop**

3.A. Budget Workshop Presentation

Dr. Galaviz addressed the board and members of the administration team about the importance of the decisions to be made by the Board of Trustees. Dr. Galaviz stressed how waiting to make decisions is costing the district money. The superintendent also updated the board on Budget Projections for FY 2024-25 while answering questions from board members.

Mrs. Maldonado wanted to clarify that the most recent school bond was approved by the community, not the school board or the district administration, and it was intended to pay for school construction or repairs.

Mr. Martinez was concerned about the deficit amount being told administration. He wants to clarify that the budget amount changes daily depending on multiple factors.

Board members also raised questions about how staffing was increased since COVID and how it compares to other districts in the state.

Mr. Martinez noted that the land sales have had one of the biggest impacts on the district deficit, adding to the fund balance.

Dr. Kerney and Dr. Arellano presented an analysis of programming available in the district. They also clarified that even though some programs have been eliminated, that does not mean that they did not work for the district.

The Board of Trustees broke into balancing budget exercises at 6:40 PM. Members of the administration team answered questions as they pertained to different areas/options to be explored for potential budget cuts.

4. **ADJOURNMENT**

The meeting was adjourned at 8:02 PM

The meeting was adjourned at **8:02 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **04/22/2025**. 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: Board Acceptance of the March 2025 Donations Report

Justification Statement: Presentation for your review and acceptance of the March 2025 Donations Report.

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

Staff Responsible: Cristina Pulley

*Signature of Requester(s)*  
Cristina Pulley

*Signature of Presenter(s)*

Elizabeth B. Sida *Elizabeth B. Sida* 4/4/2025  
*Business Services Approval (Initials)* *Date*

### Agenda Summary:

The Financial Services Department presents the following donations reported to Finance in March 2025.

RECOMMENDATION: Administration recommends that the Board accept the March 2025 Donations Report as presented.

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

AMOUNT(S): \$2,843.25

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT: N/A

CONSEQUENCES OF NON-APPROVAL: N/A


IMPLEMENTATION TIMELINE: N/A

ATTACHMENT(S): March 2025 Donations Report





## SIGNATURE CERTIFICATE



**REFERENCE NUMBER**  
15546682-628A-4AD2-8DE8-08BA6E6AAA94

### TRANSACTION DETAILS

**Reference Number**  
15546682-628A-4AD2-8DE8-08BA6E6AAA94

**Transaction Type**  
Signature Request

**Sent At**  
04/04/2025 18:34 EDT

**Executed At**  
04/08/2025 15:45 EDT

**Identity Method**  
email

**Distribution Method**  
email

**Signed Checksum**  
8cb9015c9b40ce82af780cadd9e1ba935f3d3857cf50d5f297cc07b0167fc8d4

**Signer Sequencing**  
Disabled

**Document Passcode**  
Disabled

### DOCUMENT DETAILS

**Document Name**  
Complete Executive Summary Donations March 2025

**Filename**  
Complete\_Executive\_Summary\_Donations\_March\_2025.pdf


**Pages**  
21 pages

**Content Type**  
application/pdf

**File Size**  
1.64 MB

**Original Checksum**  
6c429f9fae3a86bf50433165f10d37747a58c319330e5ef15d63efb88ded2501

## SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Cristina Pulley</p> <p><b>Email</b> cpulley@canutillo-isd.org</p> <p><b>Components</b> 19</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> ae85ee6586002046492fd21d8aa4c0f030638e42111b177d968eeb596498c087</p> <p><b>IP Address</b> 70.125.228.98</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> 67A34D61</p>	<p><b>Viewed At</b> 04/08/2025 15:41 EDT</p> <p><b>Identity Authenticated At</b> 04/08/2025 15:45 EDT</p> <p><b>Signed At</b> 04/08/2025 15:45 EDT</p>

## AUDITS

TIMESTAMP	AUDIT
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04/07/2025 18:14 EDT	Cristina Pulley (cpulley@canutillo-isd.org) was emailed a reminder.
04/07/2025 18:17 EDT	Cristina Pulley (cpulley@canutillo-isd.org) viewed the document on Mobile Safari via iOS from 172.59.41.47.
04/08/2025 15:31 EDT	Cristina Pulley (cpulley@canutillo-isd.org) was emailed a reminder.
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# Board of Trustees

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

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information  Discussion  Action

Item Type:

Curriculum & Instruction  HumanResources  Business Services

Staff Responsible:

\_\_\_\_\_  
*Signature of Requester(s)*

\_\_\_\_\_  
*Signature of Presenter(s)*

*Cristina Pulley*

04/08/2025

*Business Services Approval (Initials)*

*Date*

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





# FINANCIAL SERVICES

## CANUTILLO A Premier District

TO: Board of Trustees  
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Executive Director for Financial Services

DATE: April 3, 2025

SUBJECT: Budget Amendments for March 2025

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

Administrative Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration

All Expenses

**BC #346820** -This amendment will reallocate funds for the purchase of easels for BCE teachers for group instruction. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
185.12.6329.00.104.30	Reading Materials	\$ 6,000	\$ (6,000)	\$ -
185.11.6397.00.104.30	Controlled Assets Furniture	\$ 7,391	\$ 6,000	\$ 13,391

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

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

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

## SIGNATURE CERTIFICATE



### REFERENCE NUMBER

D5F66CC5-0C5A-4DDF-A814-4507097E812A

#### TRANSACTION DETAILS

**Reference Number**  
D5F66CC5-0C5A-4DDF-A814-4507097E812A

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Signature Request

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04/08/2025 16:25 EDT

**Executed At**  
04/08/2025 17:04 EDT

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**Signed Checksum**  
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#### DOCUMENT DETAILS

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Executive Summary - Budget Amendments March

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**Pages**  
2 pages

**Content Type**  
application/pdf

**File Size**  
854 KB

**Original Checksum**  
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## SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p><b>Name</b> Cristina Pulley</p> <p><b>Email</b> cpulley@canutillo-isd.org</p> <p><b>Components</b> 2</p>	<p><b>Status</b> signed</p> <p><b>Multi-factor Digital Fingerprint Checksum</b> 89a84e41a47f8239b205ab6907bab691be0235ab3aab88cbd7334367ded13f67</p> <p><b>IP Address</b> 70.125.228.98</p> <p><b>Device</b> Chrome via Windows</p> <p><b>Typed Signature</b> </p> <p><b>Signature Reference ID</b> C3AA1E2A</p>	<p><b>Viewed At</b> 04/08/2025 17:02 EDT</p> <p><b>Identity Authenticated At</b> 04/08/2025 17:04 EDT</p> <p><b>Signed At</b> 04/08/2025 17:04 EDT</p>

## AUDITS

TIMESTAMP	AUDIT
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04/08/2025 16:26 EDT	Cristina Pulley (cpulley@canutillo-isd.org) was emailed a link to sign.
04/08/2025 17:02 EDT	Cristina Pulley (cpulley@canutillo-isd.org) viewed the document on Chrome via Windows from 70.125.228.98.
04/08/2025 17:04 EDT	Cristina Pulley (cpulley@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.125.228.98.
04/08/2025 17:04 EDT	Cristina Pulley (cpulley@canutillo-isd.org) signed the document on Chrome via Windows from 70.125.228.98.

# Board of Trustees

Meeting Date: 4/22/2025

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the Recommendation to Contract RFQ 2025-09B Construction Materials Testing Services for Canutillo ISD 2024 Bond Referendum Projects. Listed in order of evaluation score: Terracon Consultants, Inc.; Atlas Technical Consultants; CQC Testing and Engineering, L.L.C.; HVJ Associates, Inc.; LEC Engineering, Inc. /dba/ LOI Engineering, Inc.; WSP USD Inc.; Millennium Engineers Group, 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 materials testing to identify materials deficiencies and to guarantee the integrity of the foundation and structural components for the projects.

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 2025-09B, for Construction Materials Testing Services for the Canutillo ISD 2024 Referendum Projects.

The RFQ closed on March 17, 2025, and received nine (9) statements of qualification. On March 26, 2025, 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 vendors that score 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 2025-09B Construction Materials Testing Services and authorize administration to proceed with contract negotiations with Terracon Consultants, Inc.; Atlas Technical Consultants; CQC Testing and Engineering, L.L.C.; HVJ Associates, Inc.; LEC Engineering, Inc. /dba/ LOI Engineering, Inc.; WSP USD Inc.; Millennium Engineers Group, Inc. with a contract to be contingent upon review by the District’s Legal Counsel.

Total Budget for Construction Materials Testing Services	
Campus	Budget per Campus
Canutillo HS	\$25,340.00
Northwest ECHS	\$63,609.00
Canutillo MS	\$160,888.00
Alderete MS	\$159,222.00
Canutillo ES	\$14,254.00
Davenport ES	\$106,003.00
Damian ES	\$11,142.00
Childress ES	\$11,142.00
Garcia ES	\$10,786.00
Reyes ES	\$3,363.00
	75

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: 2025-09B Executive Summary Back Up Information  
Exhibit B: 2025-09B Bid Tabulation  
Exhibit C: 2025-09B Professional Service Agreement





**EXECUTIVE SUMMARY BACK UP INFORMATION**

**Construction Materials Testing Services for the Canutillo ISD 2024 Bond Referendum Projects  
RFQ 2025-09B**

<b>DESCRIPTION OF ITEMS / SERVICES:</b>	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.
<b>FIRST ADVERTISEMENT DATE:</b>	March 3, 2024
<b>SECOND ADVERTISEMENT DATE:</b>	March 10, 2024
<b>EMAIL NOTIFICATIONS SENT:</b>	643
<b>IONWAVE POSTING DATE:</b>	March 3, 2024
<b>PRE-BID CONFERENCE:</b>	NONE
<b>BID DUE DATE:</b>	March 17, 2024
<b>DAYS THAT BID WAS AVAILABLE:</b>	14
<b>VENDOR WEBSITE VIEWS:</b>	22
<b>NUMBER OF BIDS RECEIVED:</b>	9
<b>NUMBER OF LATE BIDS REJECTED:</b>	0
<b>CONTRACT TERM:</b>	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.
<b>TOTAL AWARD AMOUNT:</b>	Budget not to Exceed \$565,749.00

Exhibit B: RFQ 2025-09B Bid Tabulation

**RFQ 2025-09B Construction Materials Testing Services for the Canutillo ISD 2024 Bond Referendum Projects**

Supplier	Rank	Score	Introduction and Firm Profile	Educational Experience	Personnel	Workload	References
			20	25	20	20	15
Terracon Consultants, Inc.	1	90.33	17.67	23.67	16.00	18.00	15.00
Atlas Technical Consultants LLC	2	87.67	17.33	22.67	16.67	16.00	15.00
CQC Testing and Engineering, L	3	87.33	18.00	22.67	16.67	15.00	15.00
HVJ Associates, Inc.	4	81.00	16.00	18.33	16.00	15.67	15.00
LOI ENGINEERS	5	80.00	19.33	20.67	17.67	17.33	5.00
WSP Environment & Infrastructu	6	72.67	17.67	20.33	16.67	18.00	0.00
Millennium Engineers Group	7	71.33	11.00	15.33	13.33	16.67	15.00
Intertek-PSI	8	66.33	17.33	17.67	16.00	15.33	0.00
ENCON International, Inc.	9	62.33	13.67	17.33	14.33	12.00	5.00

Contract No. \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

**PROFESSIONAL SERVICES/CONSULTING AGREEMENT**

**THIS PROFESSIONAL SERVICES/CONSULTING AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Canutillo Independent School District (the “District” or “CISD”) and \_\_\_\_\_ (the “Consultant”).

**WHEREAS**, the Consultant desires to perform the described services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Consultant hereby agree as follows:

**1. Services of Consultant.** The Consultant shall serve as an independent contractor to provide the professional services more particularly described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes (the “Services”).

**2. Services Provided by the District.** The District, in its sole discretion, may provide (at the District’s sole cost and expense) the Consultant with such administrative assistance as may be reasonably required by the Consultant for the performance of the Services.

**3. Term.** This Agreement shall commence upon the complete execution hereof and, except for the provisions of this Agreement which survive termination, shall remain in full force and effect as between the District and the Consultant with regard to the Services until \_\_\_\_\_, 20\_\_, (the “Completion Date”). The Consultant hereby agrees to fully perform all the Services by the Completion Date.

**4. Compensation.** As compensation for the Services, the District shall pay the Consultant the sum of [STATE SUM ] (the “Compensation”). The Consultant acknowledges and agrees that the Compensation shall constitute full payment to the Consultant and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Consultant in the performance of the Services. The Consultant acknowledges and agrees that the Compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District.

**5. Adjustment of Compensation and/or Completion Date.** In the event of any occurrence wholly beyond the Consultant’s control which is not reasonably anticipatable or any other cause which the District, in its sole discretion, determines justifies an adjustment to the Compensation or the Completion Date, the District shall in writing make such adjustments to the Compensation or the Completion Date as the District, in its sole discretion, may approve.

**6. Independent Contractor Arrangement.** The Consultant is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Consultant and the District. The Consultant shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Consultant; (ii) instruct the Consultant as to when, where, or how the Consultant is to work; (iii) hire or supervise or pay any assistants for the Consultant; or (iv) furnish the Consultant with tools, materials or equipment. The District shall have no obligation to withhold from the Compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Consultant shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

**7. Ownership/Use of Documents.** Any report(s) and any other documents prepared by the Consultant with respect to the Services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Consultant shall have no liability for any use of such documents by the District for any purpose unrelated to the Services. The Consultant shall provide the District with five (5) copies of each document requested by the District in both hard copy and electronic form.

**THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONSULTANT SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONSULTANT AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONSULTANT BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONSULTANT HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**8. Insurance.** Unless otherwise agreed to in writing by the parties, the Consultant acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Consultant. The Consultant hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Consultant's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If

leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

**9. Dispute Resolution.** The District and the Consultant are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Consultant pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Consultant each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Consultant will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Consultant shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Consultant pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Consultant hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Consultant further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Consultant may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

**10. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

**11. Termination; Suspension.**

(a) **By the District.** The District may terminate this Agreement immediately upon any breach of this Agreement by the Consultant. The District may also terminate this Agreement upon seven (7) days written notice to the Consultant for the District's convenience and without cause. Upon written notice to the Consultant, the District may for its convenience and without cause suspend performance of the Services by the Consultant for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the Compensation and the Completion Date as set forth in Paragraph 7 above.

(b) By the Consultant. The Consultant may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 3 herein. Provided, however, that the Consultant must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Consultant may also terminate this Agreement if the District suspends Consultant's performance of the Services for a period in excess of ninety (90) consecutive days.

In the event of a termination of this Agreement, the District shall pay Consultant an amount equal to the value of the Services rendered to the District by the Consultant as of the date of such termination.

**12. Indemnification.** The Consultant shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Consultant, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Consultant, its agents, consultants, subcontractors or employees. Upon demand by the District, the Consultant shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Consultant or any other person, all at the Consultant's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Consultant. Nothing in this Paragraph 14 shall limit or impair any rights or remedies of the District against the Consultant or any other person under any other provision of this Agreement or under applicable law. The Consultant shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this Paragraph 14 shall survive the termination of this Agreement.

**13. Status of the Consultant.** The Consultant hereby represents, promises and warrants to the District: that the Consultant is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

**14. Standard Terms and Conditions.** The Consultant hereby acknowledges that it has reviewed the District's Standard Terms and Conditions attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. In the event of any conflict between the Standard Terms and Conditions and this Agreement, this Agreement shall control. The Consultant covenants that it will abide by such standards in the Consultant's performance of this Agreement.

15. **Criminal Background Check.** Any Consultant employees or construction workers having direct contact with students must submit to a criminal background check as required by Texas law.

16. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Consultant. The Consultant shall not release any non-public information to any third party without the prior written consent of the District. Consultant understands that CISD must release information under the Texas Public Information Act.

17. **Assignment.** The Consultant agrees that the duties and obligations of the Consultant under this Agreement are not assignable or transferable and the Consultant agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

18. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE CANUTILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE CANUTILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE DISTRICT:**

**CANUTILLO INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE CONSULTANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit “A”**

**Services**

**Exhibit "B"**

**Insurance Requirements**

**Casualty Insurance**

- a. Workers' Compensation as statutory provisions require.
- b. Commercial General Insurance (Occurrence basis only)

Bodily Injury and Property Damage Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products/Completed	
Operations Aggregate	\$1,000,000
Personal and Advertising	
Injury Occurrence	\$1,000,000
Fire Damage, Legal	
Liability Any One Fire	\$100,000
Medical Expenses Any One Person	\$5,000

The District shall be named as an additional insured by endorsement on the contractor's policy as to the subject job.

- c. Business (Commercial) Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles:

Combined Single Limit for Bodily Injury/ and or Property Damage	\$1,000,000 CSL
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No deletions/exclusions from standard coverage form allowed without written consent of the District.

**Umbrella Liability Insurance (Excess) - \$1,000,000**

- a. The owner shall be named as an additional insured on the contractor's policy as to the subject job.
- b. This policy shall provide coverage over the Workers' Compensation, Commercial general Liability and Business Automobile Liability.

## Exhibit "C"

### Canutillo Independent School District General Terms & Conditions

The following are the General Terms and Conditions for all requests for bids, requests for proposals, requests for qualifications, requests for competitive sealed proposals and other purchasing requirements of the Canutillo Independent School District. Certain provisions of these General Terms and Conditions may not be applicable to every request for bids, requests for competitive sealed proposals or requests for proposals. To the extent these General Terms and Conditions are applicable, the General Terms and Conditions shall be deemed a part of the School District's purchasing documents. If any clarification is needed regarding whether a particular provision contained in the General Terms and Conditions is applicable, the bidder, proposer or vendor shall contact the Canutillo ISD Purchasing Department at (915) 877-7426.

1. **Acceptance of Bid/Proposal Content** - These general conditions governs the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Offeror has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of an Offeror to accept these conditions in a final contract shall result in cancellation of award.
2. **Responsiveness** - It is the Offeror's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal to include bid amendments according to the information and instructions may result in disqualification.
3. **Bid/Proposal Form Submission** - Return signed original sealed bid/proposal in a sealed envelope, plainly marked with vendor's name, bid/proposal number, opening date and time. Return bids/proposals to the Purchasing Agent, 7965 Artcraft Rd.; El Paso, TX 79932. Additional copies of the bid/proposal may be requested.
4. **Late Submission** - Bids/proposals received after the time and date specified will **not** be accepted.
5. **Signature Block** - Bids/proposals received without proper signature will **not** be accepted.
6. **Instructions to Bidder/Proposer** - Facsimile (fax) bids/proposals will **not** be accepted.
7. **Instructions to Bidder/Proposer** - All Bids/proposals must be typed or written. Bids/proposals written in pencil will **not** be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer (not white-out).
8. **Acknowledgement of Amendments** - Changes to the bid/proposal, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed "Sealed Bid/Proposal" form and with any other addendum at the time and date of bid/proposal opening or prior to that time. If the addendum **is not returned**, the bid/proposal **will be** disqualified.

9. **Instructions to Bidder/Proposer** - Awarded vendors are solely responsible for notifying the Purchasing Agent, of any changes, in writing, to the company's name, address and telephone number. If a vendor fails to notify the District of any changes in their contact information the company will be suspended from transacting business with the District until the changes have been made. The District shall not be responsible for lost or misdirected bids/proposals or modifications.
10. **Tax Exemption** – Tax Exemption–The School District is exempt from Texas state and local sales tax and federal excise tax. See Section 151.309, Texas Tax Code, as it currently exists or may hereafter be amended. **DO NOT INCLUDE TAX IN YOUR BIDDER PROPOSAL.**
11. **Informalities and Irregularities** - The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any and all bids/proposals in whole or in part, or to discuss/negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action will serve the best interest of the District. The Purchasing Agent shall reject the bid/proposal of the Bidder/Proposer who is deemed non-responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility may be grounds for a determination of non-responsibility.
12. **Employee Discrimination** - During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.
13. **Bid/Proposal Withdrawal** - A Bidder/Proposer may withdraw bid/proposal upon written request at anytime prior to the bid/proposal opening date & time. Bids/Proposals cannot be amended or altered after the opening date and time.
14. **Evaluation Criteria** – Pursuant to the Texas Education Code 44.031(b), the District shall evaluate and consider: the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and vendor's references, record for fiscal and contracting responsibility, knowledge of the product/service and any other relevant factor specifically listed in the request for bids or proposals. Quality and suitability of the product/service bid and/or proposed shall be considered in the acceptance of bids/proposals. The District will award a contract based upon best value as determined by a combination of the above stated evaluation factors.
15. **Recovery of Money** - If the Bidder/Proposer fails to deliver both the quality and quantity of service on which the award was made in the manner specified in the contract, CISD reserves the

right to purchase the specified goods/services on the open market and vendor agrees to allow CISD to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.

16. **Taxes** - Because fiscal responsibility is a criterion, in the event that a vendor is or subsequently becomes delinquent in the payment of school advalorem taxes, such fact may be grounds for rejection of the bid/proposal, or if awarded the bid/proposal, for cancellation of the contract.
17. **Assignment Delegation** - No assignment or transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Purchasing Agent or designee is received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 7965 Artcraft Rd.; El Paso, TX 79932. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.
18. **Termination** - The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances.
  - District may cancel or terminate the award or agreement for convenience upon 60 day written notice.
  - During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
  - Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
  - District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
  - The District shall not pay for services or supplies that are deemed by CISD to be unsatisfactory. Contractors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation. The School District reserves the right to cancel the contract upon thirty (30) days' written notice.

- District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.
19. **Force Majeure** - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
  20. **Indemnification** - Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.
  21. **Applicable Law and Venue** – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in El Paso, El Paso County, Texas.
  22. **Place of Delivery** - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
  23. **Proprietary Information** – Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.
  24. **Out of State Vendors** - The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
  25. **Gratuities** - The District may, by written notice to the Offeror, cancel this contract without liability to Offeror if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Offeror, or any agent, or representative of the Offeror, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the District pursuant to this revision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

26. **Oral Statement** - This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.
27. **Remedies for Non-Performance** - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (60) days written notification of intent.
28. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
29. **Waiver** – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.
30. **Prevailing Party** - The resulting award from this bid/proposal constitutes a contract between the CISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
31. **Invoices and Payments** - Payment terms will be net thirty (30) days after acceptance of delivery or receipt of **correct** invoice, whichever comes later. All invoices must be mailed to: Canutillo Independent School District, Attn: Accounts Payable, P.O. Box 440; Canutillo, TX 79835
32. **Non-Payments**- If the performance requirements are not met, or the Contractor is in default of its obligations, the District reserves the right to withhold payment until Contractor diminishes such default and reimburses the District for any damages suffered by the District as a result of the Contractor's default.
33. **Contract Modification** - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.

38. **Ethics in Public Contracting** – School District employees are prohibited from receiving any gifts, soliciting any gifts, inducement or kickbacks.
42. **Debarment/Suspension** – A Bidder/Proposer may be suspended or debarred for failing to comply with the terms and conditions of the contract. Suspensions/Debarment will occur for reasons including, but not limited to, rescinding an accepted bid/proposal, canceling a contract, poor quality of work and non-performance. The length of the suspension will be determined by the Canutillo Independent School District’s Superintendent and a notice will be sent to the Bidder/Proposer citing the reason.
43. **Right to Audit** - The Bidder/Proposer’s activities conducted and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by CISD, the Division of Business Services/Internal Auditor, or their duly appointed representatives. The Owner, the Texas Education Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of audits and examinations, and for making excerpts and transcriptions.
44. **Expenses Incurred in Bid/Proposal Preparation** – CISD will not be liable in any way for any costs incurred by any Proposer in the preparation of its bids/proposals, nor for the presentation of its bids/proposals and/or participation in any discussions and/or negotiations.
45. **Requirement for Interpretation** – Requests by the Purchasing Agent for clarification of proposals shall be in writing. Applicable requests shall not alter the Bidder/Proposer’s pricing information contained in its cost proposal.
46. **Official Correspondence** – All official Contract related correspondence must be mailed to the Canutillo Independent School District, P.O. Box 100 Canutillo, TX 79835, attention Purchasing Agent.
47. **Disclosure of Independence of Relationship** - No Officer, Board member or CISD participating member’s employee shall have a financial interest, direct or indirect, in any contract with CISD participating members, or shall be financially interested, directly or indirectly, in the sale to any CISD participating members of any land, materials, supplies, or services, except on behalf of CISD participating members as an officer, board member or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer, board member or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with any CISD participating members shall render the contract null and void.
48. **Non-Conforming Terms & Conditions** – Proposer’s submitting a non-conforming response that include corporate forms, brochures, or sample contract forms that do not conform to the

solicitation document will be requested to withdraw non-conforming terms and conditions that do not affect the quality, or delivery of goods/services. If quality or delivery is affected, the bid/proposal will be deemed “non-responsive”. The District’s General and Special Terms and Conditions and Statement of Work (SOW) will take precedence, the Bidder/Proposer’s boilerplate conditions. The Offeror’s “binder”, cover letter, and/or standard statement of work, template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW) of the District’s solicitation document (CSP, IFB, RFO, RFP, etc.) take precedence unless Offeror’s deviations/exceptions are specifically identified in a separate document (substantially titled “Exceptions to Terms, Conditions, and/or (SOW)”) that is executed by Offeror and the District’s Purchasing Agent and included as an attachment/addendum to the Contract.

49. **Use of Terms “Bid,” “Bidding, or “Bidder”** - Any use of the terms “Bid” or “Bidding” contained in any of the Proposal or Contract Documents, and referring to the submission of a proposal by the Proposer for the intent of securing an award of the Contract, shall be understood to refer to the submission of a Sealed Proposal as set forth herein. Any use of the term “Bidder” contained in the Proposal or Contract Documents shall be understood to refer to the Proposer making the proposal.
  
50. **Acceptance by Board of Trustees** – No award of Contract shall be valid, and no contract is created or binding, until the bid/proposal has been accepted by the Board of Trustees.
  
51. **Open Records Act** – Bidder/Proposer agrees and acknowledges that any and all documents submitted in response to and all bids/proposals are subject to disclosure under the State of Texas Open Records Act. Bidder/Proposer must contact the CISD Public Information Office at (915) 877-7482 to submit a formal request for the information.
  
56. **Payment of Taxes** – All Contractors located or owning property in El Paso County shall assure that all real and personal property taxes are paid. Material Management will verify payment of all real and personal property taxes due by the Contractor prior to award of any contract award or renewal.
  
57. **Safety** – All Contractors and Subcontractors performing services for the School District are required and shall comply with all Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. Additionally, Contractors and Subcontractors must ensure that their employees refrain from carrying firearms, illegal drugs and or alcoholic beverages while performing duties in accordance with this contract.

58. **Subcontractors** - Offeror's shall include a list of all subcontractors in their proposal. Proposal shall also include a statement of the Subcontractor's qualifications. The District reserves the right to reject the successful Offeror's selection of any or all Subcontractors.
59. **Prohibition as Subcontractors** – No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
60. **Deviations from Scope of Work** – If there is any deviation from that prescribed in the scope of work/services, the appropriate line in the scope of work/services shall be ruled out and the substitution clearly stated. The District reserves the right to determine the responsiveness of any such deviation.
61. **Debarment** – By submitting a proposal, the Contractor certifies that the company is not currently debarred by the Texas Building and Procurement Commission or the School District. Debarment verification will also be completed through System for Award Management at <https://www.sam.gov>
64. **Responsibility for Actions** - Bidder/Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Bidder/Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.
65. **Criminal Background Check** - Contractor will obtain criminal history record information that relates to an employee, applicant for employment, agent of the Contractor, if the employee, applicant, agent or subcontractor has or will have continuing duties related to the contracted services; and the duties are or will be performed on CISD property or at another location where students are regularly present. The Contractor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Contractor shall assume all expense associated with the background checks, and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony, or misdemeanor involving moral turpitude, or any crime involving harm to a child, as defined by Texas law, from District property or other location where are students are regularly present. District shall be the final arbiter of what constitutes a “location where students are regularly present.” Further, unless otherwise specified in the contract, Contractor's and its employee(s), agents or subcontractors, while on CISD property, shall not have direct contact with any student. If the Contractor is the owner or sole operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review. Contractor must submit original evidence of criminal history record information acceptable to the District with this Agreement showing compliance.

66. **Unauthorized Purchases** - By submitting this competitive bid and/or proposal the vendor understands and acknowledges that during the term of the contract any shipment or delivery of goods and services made to CISD campuses and departments without a properly approved purchase order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods and services, condition of goods, and/or unreturned goods. Vendor understands and accepts full responsibility and will not seek payment for unauthorized purchases. Vendor further understands and acknowledges that the District's Finance Division will not issue payment for goods and services delivered without an official purchase order.

67. **Insurance**

1. a. The Contractor shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the School District. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the School District may consider the A.M. Best rating of the insurance company to determine the company's acceptability to the School District.
- b. An original certificate of insurance confirming coverage must be submitted to the School District within ten (10) working days from date of Notice of Award. "The District reserves the right to automatically revoke Board Award if the vendor does not provide an original certificate of insurance within ten (10) working days from date of Notice of Award."
- c. Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the Canutillo Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage, and waive subrogation in favor of the Canutillo Independent School District. The certificate(s) of insurance provided to the Canutillo Independent School District by the Contractor must reflect the above-stated requirements.
- d. Certification of Insurance will be required of the successful Vendor prior to commencement of work, with limits as set forth below. The Board of Trustees of the Canutillo Independent School District shall be the Certificate Holder. The CSP number and description must be referenced on the face of the Certificate.
- e. Vendor's Liability Insurance. The contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Vendor's operations under the contract/purchase order, whether such operations be by himself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- f. Claims under workmen’s compensation, disability benefit and other similar employee benefit acts;
- 2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;
- 3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
- 4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Vendor, or (2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting thereof.
- 5. Amounts, types, and limitations of Vendor’s insurance shall be such as appears reasonable and satisfactory to the Canutillo Independent School District and our counsel, but not less than the following amount:

b. Worker’s Compensation	\$100,000,000
c. General Liability	\$500,000
d. Property Damage	\$500,000 each occurrence
e. Automobile Liability	\$100,000/\$300,000
f. Or Combined Single Limit	\$100,000,000

- 6. Professional Liability Insurance: During the entire term that the Agreement shall remain in effect and for a period of two (2) years after final completion of the PROJECT, CONSULTANT, at CONSULTANT’s sole cost and expense, shall obtain and maintain a policy or policies of professional liability insurance with limits of \$1,000,000.00 for each claim and covering CONSULTANT’s Services relating to the PROJECT. Such insurance shall contain a provision that includes limited contractual liability, including bodily injury or wrongful death or property damage, for negligent acts, and errors and omissions arising out of the performance of CONSULTANT’s professional services under the terms of the Agreement. In the event that this coverage is provided on a “Claims Made” basis, such coverage shall be continued for a period of not less than three (3) years from the date that professional services or the PROJECT is completed, whichever is later so long as such coverage is commercially available at a reasonable cost, which means that subsequent annual increases have not exceeded twenty-five percent (25%) of the cost of such policy on an annual compounded basis.
- 7. Vendor must furnish the Canutillo Independent School District with certificates of insurance with the scope of work documents for the CSP. Additionally, these documents will be required with the contract/purchase order documents prior to commencement of work.
- 8. “Provide proof of professional liability/errors omissions in the amount of \$500,000 for the past year and history of all claims. Note any and all allegations and convictions of felonies related to the firm’s owners or operators, and include a general description of the conduct resulting in the allegation or conviction of each felony.
- 71. **Instructions to Bidder/Proposer** - All proposals must be complete and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the CSP, the District alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a

candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

72. **Warranty** – The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties available to any customer for same or similar supplies or services.

73. **Instructions to Bidder/Proposer** - CISD is a tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Bidder to assure CISD that Bidder's employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of Bidder is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Bidder will be notified at once by CISD that the employee must be immediately restricted from all CISD campuses. Repeated offenses by employees of Bidder could result in cancellation of the contract with CISD.

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# Board of Trustees

Meeting Date: 4/22/2025

## Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the Recommendation to Contract RFP 2025-7B Moving Services for Canutillo ISD 2024 Bond Referendum Projects to Central Transportation Systems.

Justification Statement: To authorize administration to proceed with contract negotiations for selected firm, as per Administration Review Committee evaluation and scoring. Approval is required for District Program Manager to proceed with moving services that will be aligned with the overall construction and renovation schedules of all projects.

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 Proposal (RFP) 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 Proposal, RFP 2025-7B, for Moving Services for the Canutillo ISD 2024 Referendum Projects.

The RFP closed on March 17, 2025, and received two (2) proposals. On March 26, 2025, an evaluation committee met to review all proposals 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 proposals according to the selection criteria as stated in the RFP 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.

RECOMMENDATION: Administration Recommends that the Board approve the recommendation and award RFP 2025-7B Moving Services.

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

AMOUNT(S): Not to Exceed \$1,115,732.00

ACCOUNT NO(S): 694.81.6629.29.XXX.99

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

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: 2025-7B Executive Summary Back Up Information<sup>98</sup>  
Exhibit B: 2025-7B Bid Tabulation



**EXECUTIVE SUMMARY BACK UP INFORMATION**

**Moving Services for the Canutillo ISD 2024 Bond Referendum Projects  
RFP 2025-7B**

<b>DESCRIPTION OF ITEMS / SERVICES:</b>	The Canutillo Independent School District (“District”) is requesting proposals from qualified sources relative to the provision of the Request for Proposal ("RFP"). 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.
<b>FIRST ADVERTISEMENT DATE:</b>	March 3, 2025
<b>SECOND ADVERTISEMENT DATE:</b>	March 10, 2025
<b>EMAIL NOTIFICATIONS SENT:</b>	92
<b>IONWAVE POSTING DATE:</b>	March 3, 2025
<b>PRE-BID CONFERENCE:</b>	NONE
<b>BID DUE DATE:</b>	March 17, 2025
<b>DAYS THAT BID WAS AVAILABLE:</b>	14
<b>VENDOR WEBSITE VIEWS:</b>	14
<b>NUMBER OF BIDS RECEIVED:</b>	2
<b>NUMBER OF LATE BIDS REJECTED:</b>	0
<b>CONTRACT TERM:</b>	The initial term of this proposal shall be for the duration of the 2024 Bond Referendum.
<b>TOTAL AWARD AMOUNT:</b>	Budget not to Exceed \$1,115,732.00

Exhibit B: RFP 2025-7B Bid Tabulation

**RFP 2025-7B - Moving Services for the Canutillo ISD 2024 Bond Referendum Projects**

Supplier	Rank	Score	Purchase Price 40	The reputation of the vendor and the vendor's goods and services (References) 15	The Quality of the vendor's goods and services 20	The extent to which the vendors goods and services meet the district's needs 20	Vendor's past relationship with the district. 5
Central Transportation Systems	1	70.00	40.00	0.00	15.00	15.00	0.00
THE MOVERS OF EL PASO	2	46.67	30.00	0.00	8.33	8.33	0.00



PRIOR BOARD ACTION: No

AWARDED: N/A

AWARDED AMOUNT: N/A

AMOUNT(S): Not to Exceed \$888,685.00

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: 2025-08B Executive Summary Back Up Information  
Exhibit B: 2025-08B Bid Tabulation  
Exhibit C: 2025-08B Professional Service Agreement





**EXECUTIVE SUMMARY BACK UP INFORMATION**

**Environmental & Hazardous Materials Consulting Services for the Canutillo ISD 2024  
Bond Referendum Projects  
RFQ 2025-08B**

<b>DESCRIPTION OF ITEMS / SERVICES:</b>	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.
<b>FIRST ADVERTISEMENT DATE:</b>	March 3, 2025
<b>SECOND ADVERTISEMENT DATE:</b>	March 10, 2025
<b>EMAIL NOTIFICATIONS SENT:</b>	643
<b>IONWAVE POSTING DATE:</b>	March 3, 2025
<b>PRE-BID CONFERENCE:</b>	NONE
<b>BID DUE DATE:</b>	March 17, 2025
<b>DAYS THAT BID WAS AVAILABLE:</b>	14
<b>VENDOR WEBSITE VIEWS:</b>	20
<b>NUMBER OF BIDS RECEIVED:</b>	4
<b>NUMBER OF LATE BIDS REJECTED:</b>	0
<b>CONTRACT TERM:</b>	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.
<b>TOTAL AWARD AMOUNT:</b>	Budget not to Exceed \$888,685.00



Exhibit B: RFQ 2025-08B Bid Tabulation

RFQ 2025-08B - Environmental & Hazardous Materials 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
Millennium Engineers Group	1	76.67	15.33	17.33	14.67	14.33	15.00
Intertek-PSI	2	69.00	18.33	18.00	16.00	16.67	0.00
Construction & Environmental C	3	66.00	17.00	18.33	14.67	16.00	0.00
ENCON International, Inc.	4	61.00	15.00	15.00	16.00	15.00	0.00

Contract No. \_\_\_\_\_  
Federal ID No. \_\_\_\_\_

**PROFESSIONAL SERVICES/CONSULTING AGREEMENT**

**THIS PROFESSIONAL SERVICES/CONSULTING AGREEMENT** (this “Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Canutillo Independent School District (the “District” or “CISD”) and \_\_\_\_\_ (the “Consultant”).

**WHEREAS**, the Consultant desires to perform the described services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Consultant hereby agree as follows:

**1. Services of Consultant.** The Consultant shall serve as an independent contractor to provide the professional services more particularly described in Exhibit “A” attached hereto and incorporated herein by reference for all purposes (the “Services”).

**2. Services Provided by the District.** The District, in its sole discretion, may provide (at the District’s sole cost and expense) the Consultant with such administrative assistance as may be reasonably required by the Consultant for the performance of the Services.

**3. Term.** This Agreement shall commence upon the complete execution hereof and, except for the provisions of this Agreement which survive termination, shall remain in full force and effect as between the District and the Consultant with regard to the Services until \_\_\_\_\_, 20\_\_, (the “Completion Date”). The Consultant hereby agrees to fully perform all the Services by the Completion Date.

**4. Compensation.** As compensation for the Services, the District shall pay the Consultant the sum of [STATE SUM ] (the “Compensation”). The Consultant acknowledges and agrees that the Compensation shall constitute full payment to the Consultant and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Consultant in the performance of the Services. The Consultant acknowledges and agrees that the Compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District.

**5. Adjustment of Compensation and/or Completion Date.** In the event of any occurrence wholly beyond the Consultant’s control which is not reasonably anticipatable or any other cause which the District, in its sole discretion, determines justifies an adjustment to the Compensation or the Completion Date, the District shall in writing make such adjustments to the Compensation or the Completion Date as the District, in its sole discretion, may approve.

**6. Independent Contractor Arrangement.** The Consultant is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Consultant and the District. The Consultant shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Consultant; (ii) instruct the Consultant as to when, where, or how the Consultant is to work; (iii) hire or supervise or pay any assistants for the Consultant; or (iv) furnish the Consultant with tools, materials or equipment. The District shall have no obligation to withhold from the Compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Consultant shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

**7. Ownership/Use of Documents.** Any report(s) and any other documents prepared by the Consultant with respect to the Services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Consultant shall have no liability for any use of such documents by the District for any purpose unrelated to the Services. The Consultant shall provide the District with five (5) copies of each document requested by the District in both hard copy and electronic form.

**THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONSULTANT SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONSULTANT AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONSULTANT BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONSULTANT HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

**8. Insurance.** Unless otherwise agreed to in writing by the parties, the Consultant acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Consultant. The Consultant hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Consultant's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If

leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

**9. Dispute Resolution.** The District and the Consultant are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Consultant pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Consultant each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Consultant will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Consultant shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Consultant pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Consultant hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Consultant further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Consultant may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

**10. Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

**11. Termination; Suspension.**

(a) **By the District.** The District may terminate this Agreement immediately upon any breach of this Agreement by the Consultant. The District may also terminate this Agreement upon seven (7) days written notice to the Consultant for the District's convenience and without cause. Upon written notice to the Consultant, the District may for its convenience and without cause suspend performance of the Services by the Consultant for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the Compensation and the Completion Date as set forth in Paragraph 7 above.

(b) By the Consultant. The Consultant may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 3 herein. Provided, however, that the Consultant must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Consultant may also terminate this Agreement if the District suspends Consultant's performance of the Services for a period in excess of ninety (90) consecutive days.

In the event of a termination of this Agreement, the District shall pay Consultant an amount equal to the value of the Services rendered to the District by the Consultant as of the date of such termination.

**12. Indemnification.** The Consultant shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Consultant, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Consultant, its agents, consultants, subcontractors or employees. Upon demand by the District, the Consultant shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Consultant or any other person, all at the Consultant's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Consultant. Nothing in this Paragraph 14 shall limit or impair any rights or remedies of the District against the Consultant or any other person under any other provision of this Agreement or under applicable law. The Consultant shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this Paragraph 14 shall survive the termination of this Agreement.

**13. Status of the Consultant.** The Consultant hereby represents, promises and warrants to the District: that the Consultant is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

**14. Standard Terms and Conditions.** The Consultant hereby acknowledges that it has reviewed the District's Standard Terms and Conditions attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. In the event of any conflict between the Standard Terms and Conditions and this Agreement, this Agreement shall control. The Consultant covenants that it will abide by such standards in the Consultant's performance of this Agreement.

**15. Criminal Background Check.** Any Consultant employees or construction workers having direct contact with students must submit to a criminal background check as required by Texas law.

**16. Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Consultant. The Consultant shall not release any non-public information to any third party without the prior written consent of the District. Consultant understands that CISD must release information under the Texas Public Information Act.

**17. Assignment.** The Consultant agrees that the duties and obligations of the Consultant under this Agreement are not assignable or transferable and the Consultant agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

**18. Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE CANUTILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE CANUTILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.**

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**THE DISTRICT:**

**CANUTILLO INDEPENDENT  
SCHOOL DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**THE CONSULTANT:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit “A”**

**Services**

**Exhibit "B"**

**Insurance Requirements**

**Casualty Insurance**

- a. Workers' Compensation as statutory provisions require.
- b. Commercial General Insurance (Occurrence basis only)

Bodily Injury and Property Damage Each Occurrence	\$1,000,000
General Aggregate	\$1,000,000
Products/Completed	
Operations Aggregate	\$1,000,000
Personal and Advertising	
Injury Occurrence	\$1,000,000
Fire Damage, Legal	
Liability Any One Fire	\$100,000
Medical Expenses Any One Person	\$5,000

The District shall be named as an additional insured by endorsement on the contractor's policy as to the subject job.

- c. Business (Commercial) Automobile Liability Insurance coverage for all owned, non-owned and hired vehicles:

Combined Single Limit for Bodily Injury/ and or Property Damage	\$1,000,000 CSL
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No deletions/exclusions from standard coverage form allowed without written consent of the District.

**Umbrella Liability Insurance (Excess) - \$1,000,000**

- a. The owner shall be named as an additional insured on the contractor's policy as to the subject job.
- b. This policy shall provide coverage over the Workers' Compensation, Commercial general Liability and Business Automobile Liability.

## Exhibit "C"

### Canutillo Independent School District General Terms & Conditions

The following are the General Terms and Conditions for all requests for bids, requests for proposals, requests for qualifications, requests for competitive sealed proposals and other purchasing requirements of the Canutillo Independent School District. Certain provisions of these General Terms and Conditions may not be applicable to every request for bids, requests for competitive sealed proposals or requests for proposals. To the extent these General Terms and Conditions are applicable, the General Terms and Conditions shall be deemed a part of the School District's purchasing documents. If any clarification is needed regarding whether a particular provision contained in the General Terms and Conditions is applicable, the bidder, proposer or vendor shall contact the Canutillo ISD Purchasing Department at (915) 877-7426.

1. **Acceptance of Bid/Proposal Content** - These general conditions governs the relationship between the District and Vendor, and is hereby made part of the agreement between the parties. Submission of a response shall be considered as the representation that the Offeror has carefully investigated all past, present and required conditions of the service being offered in the solicitation. Failure of an Offeror to accept these conditions in a final contract shall result in cancellation of award.
2. **Responsiveness** - It is the Offeror's responsibility to read and comply with the information provided. Failure to complete and submit the bid/proposal to include bid amendments according to the information and instructions may result in disqualification.
3. **Bid/Proposal Form Submission** - Return signed original sealed bid/proposal in a sealed envelope, plainly marked with vendor's name, bid/proposal number, opening date and time. Return bids/proposals to the Purchasing Agent, 7965 Artcraft Rd.; El Paso, TX 79932. Additional copies of the bid/proposal may be requested.
4. **Late Submission** - Bids/proposals received after the time and date specified will **not** be accepted.
5. **Signature Block** - Bids/proposals received without proper signature will **not** be accepted.
6. **Instructions to Bidder/Proposer** - Facsimile (fax) bids/proposals will **not** be accepted.
7. **Instructions to Bidder/Proposer** - All Bids/proposals must be typed or written. Bids/proposals written in pencil will **not** be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Bidder/Proposer (not white-out).
8. **Acknowledgement of Amendments** - Changes to the bid/proposal, prior to award, may be made in the form of an addendum. Each addendum must be returned with the signed "Sealed Bid/Proposal" form and with any other addendum at the time and date of bid/proposal opening or prior to that time. If the addendum **is not returned**, the bid/proposal **will be** disqualified.

9. **Instructions to Bidder/Proposer** - Awarded vendors are solely responsible for notifying the Purchasing Agent, of any changes, in writing, to the company's name, address and telephone number. If a vendor fails to notify the District of any changes in their contact information the company will be suspended from transacting business with the District until the changes have been made. The District shall not be responsible for lost or misdirected bids/proposals or modifications.
10. **Tax Exemption** – Tax Exemption–The School District is exempt from Texas state and local sales tax and federal excise tax. See Section 151.309, Texas Tax Code, as it currently exists or may hereafter be amended. **DO NOT INCLUDE TAX IN YOUR BIDDER PROPOSAL.**
11. **Informalities and Irregularities** - The District reserves the right to waive minor irregularities and/or informalities and to accept or reject any and all bids/proposals in whole or in part, or to discuss/negotiate separately in any manner necessary and/or to terminate the procurement solicitation process in its entirety provided that action will serve the best interest of the District. The Purchasing Agent shall reject the bid/proposal of the Bidder/Proposer who is deemed non-responsive. The unreasonable failure of a Bidder/Proposer to promptly provide information with respect to responsibility may be grounds for a determination of non-responsibility.
12. **Employee Discrimination** - During the performance of this contract, the Bidder/Proposer agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, political belief, religion, marital and/or veteran status.
13. **Bid/Proposal Withdrawal** - A Bidder/Proposer may withdraw bid/proposal upon written request at anytime prior to the bid/proposal opening date & time. Bids/Proposals cannot be amended or altered after the opening date and time.
14. **Evaluation Criteria** – Pursuant to the Texas Education Code 44.031(b), the District shall evaluate and consider: the reputation of the vendor and of the vendor's goods and services, the quality of the vendor's goods or services, the extent to which the goods or services meet the District's needs, the vendor's past relationship with the District, the impact on the ability of the District to comply with laws relating to historically underutilized businesses, the total long-term cost to the District to acquire the goods or services, and vendor's references, record for fiscal and contracting responsibility, knowledge of the product/service and any other relevant factor specifically listed in the request for bids or proposals. Quality and suitability of the product/service bid and/or proposed shall be considered in the acceptance of bids/proposals. The District will award a contract based upon best value as determined by a combination of the above stated evaluation factors.
15. **Recovery of Money** - If the Bidder/Proposer fails to deliver both the quality and quantity of service on which the award was made in the manner specified in the contract, CISD reserves the

right to purchase the specified goods/services on the open market and vendor agrees to allow CISD to deduct the difference in price and cost of handling, if any, from pending invoices. If there are no outstanding invoices the vendor will be billed accordingly.

16. **Taxes** - Because fiscal responsibility is a criterion, in the event that a vendor is or subsequently becomes delinquent in the payment of school advalorem taxes, such fact may be grounds for rejection of the bid/proposal, or if awarded the bid/proposal, for cancellation of the contract.
17. **Assignment Delegation** - No assignment or transfer of this bid/proposal, in whole or in part, to any other party will be allowed unless the vendor to whom this bid is awarded formally notifies the District in writing and written approval from the Purchasing Agent or designee is received prior to the transfer. Written approval must be requested and received prior to any assignment or transfer. Vendor notification must be sent via certified mail return receipt to 7965 Artcraft Rd.; El Paso, TX 79932. In the event the vendor fails to comply with this provision, the school district may take action to require compliance or take any other measures deemed appropriate, including contract cancellation.
18. **Termination** - The award or agreement resulting from this bid/proposal may be terminated or cancelled under the following circumstances.
  - District may cancel or terminate the award or agreement for convenience upon 60 day written notice.
  - During the term of the agreement, District may terminate the agreement at the expiration of each District budget period if funds are not appropriated for payment under the agreement.
  - Work under the agreement may be terminated in whole or in part by the District upon delivery to vendor of a notice of termination specifying the extent to which performance of work under the agreement is terminated and the date upon which termination becomes effective. This right of termination is in addition to and not in lieu of District rights to cancel undelivered goods or services under the agreement.
  - District may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, or if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
  - The District shall not pay for services or supplies that are deemed by CISD to be unsatisfactory. Contractors will be given reasonable opportunity, before termination, to correct any deficiencies; however, this in no way may be construed as negating the basis for cancellation. The School District reserves the right to cancel the contract upon thirty (30) days' written notice.

- District's rights of termination or cancellation are in addition to other remedies District may have in law or equity.
19. **Force Majeure** - The District shall not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.
  20. **Indemnification** - Vendor agrees to indemnify, defend, and hold District harmless from any patent, copyright, trademark, or trade secret infringement claim or cause of action, or any similar intellectual or proprietary rights infringement claim or cause of action, which are based on or related on goods or services sold or used by the vendor in connection with this agreement. Vendor shall defend any such claims or causes of action at its own expense, and the District shall have the right to have such litigation monitored by its own counsel at District expense.
  21. **Applicable Law and Venue** – The validity, construction and effect of this contract and any and all extensions and/or modifications shall be governed by the laws of the State of Texas. Texas law shall govern regardless of any language in any attachment or other document that the Offeror may provide. Both parties agree that the venue for any litigation arising from this contract shall occur in El Paso, El Paso County, Texas.
  22. **Place of Delivery** - The place of delivery shall be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.
  23. **Proprietary Information** – Bidder/Proposers must attach a detailed listing of any/all restrictions on the dissemination, public disclosure, or use of any data contained in their response and be informed that any declared proprietary information will be addressed as required by applicable law, regulation and School District policy.
  24. **Out of State Vendors** - The “Reciprocity Rule” applies. Vendors whose principal place of business is located in a state which gives preference to residents are subject to the same restrictions when submitting an offer with an entity of the State of Texas.
  25. **Gratuities** - The District may, by written notice to the Offeror, cancel this contract without liability to Offeror if it is determined by the District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Offeror, or any agent, or representative of the Offeror, to any officer or employee of the District with a view toward securing a contract or securing special treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is canceled by the District pursuant to this revision, the District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Seller in providing such gratuities.

26. **Oral Statement** - This contract may be modified only by written amendment executed by all parties and their authorized signatories hereto. The contract will not be offered by any oral statement made by any School District employee.
27. **Remedies for Non-Performance** - If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the District reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within sixty (60) days written notification of intent.
28. **Right to Assurance** - Whenever one party to this contract in good faith has reason to question the other party's intent to perform he/she may demand that the other party give written assurance of his/her business intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
29. **Waiver** – No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or enunciation of the claim or right unless the waiver or renunciation is supported by consideration and in writing signed by the aggrieved party.
30. **Prevailing Party** - The resulting award from this bid/proposal constitutes a contract between the CISD and the awarded vendor. The prevailing party in an action, in state or federal court, to enforce or interpret this contract is entitled to recover its reasonable attorneys' fees and court costs from the other party. Without waiving any rights available to the District for recovery, if the District is the prevailing party, vendor hereby agrees and authorizes the District to deduct the reasonable attorneys' fees and court costs from amounts, if any, owed to vendor under the contract.
31. **Invoices and Payments** - Payment terms will be net thirty (30) days after acceptance of delivery or receipt of **correct** invoice, whichever comes later. All invoices must be mailed to: Canutillo Independent School District, Attn: Accounts Payable, P.O. Box 440; Canutillo, TX 79835
32. **Non-Payments**- If the performance requirements are not met, or the Contractor is in default of its obligations, the District reserves the right to withhold payment until Contractor diminishes such default and reimburses the District for any damages suffered by the District as a result of the Contractor's default.
33. **Contract Modification** - Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the District.

38. **Ethics in Public Contracting** – School District employees are prohibited from receiving any gifts, soliciting any gifts, inducement or kickbacks.
42. **Debarment/Suspension** – A Bidder/Proposer may be suspended or debarred for failing to comply with the terms and conditions of the contract. Suspensions/Debarment will occur for reasons including, but not limited to, rescinding an accepted bid/proposal, canceling a contract, poor quality of work and non-performance. The length of the suspension will be determined by the Canutillo Independent School District’s Superintendent and a notice will be sent to the Bidder/Proposer citing the reason.
43. **Right to Audit** - The Bidder/Proposer’s activities conducted and records maintained pursuant to the Contract shall be subject to monitoring and evaluation by CISD, the Division of Business Services/Internal Auditor, or their duly appointed representatives. The Owner, the Texas Education Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, for the purpose of audits and examinations, and for making excerpts and transcriptions.
44. **Expenses Incurred in Bid/Proposal Preparation** – CISD will not be liable in any way for any costs incurred by any Proposer in the preparation of its bids/proposals, nor for the presentation of its bids/proposals and/or participation in any discussions and/or negotiations.
45. **Requirement for Interpretation** – Requests by the Purchasing Agent for clarification of proposals shall be in writing. Applicable requests shall not alter the Bidder/Proposer’s pricing information contained in its cost proposal.
46. **Official Correspondence** – All official Contract related correspondence must be mailed to the Canutillo Independent School District, P.O. Box 100 Canutillo, TX 79835, attention Purchasing Agent.
47. **Disclosure of Independence of Relationship** - No Officer, Board member or CISD participating member’s employee shall have a financial interest, direct or indirect, in any contract with CISD participating members, or shall be financially interested, directly or indirectly, in the sale to any CISD participating members of any land, materials, supplies, or services, except on behalf of CISD participating members as an officer, board member or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer, board member or employee guilty thereof shall be subject to removal from his office or position. Any violation of this section, with the knowledge, expressed or implied, of the person or corporation contracting with any CISD participating members shall render the contract null and void.
48. **Non-Conforming Terms & Conditions** – Proposer’s submitting a non-conforming response that include corporate forms, brochures, or sample contract forms that do not conform to the

solicitation document will be requested to withdraw non-conforming terms and conditions that do not affect the quality, or delivery of goods/services. If quality or delivery is affected, the bid/proposal will be deemed “non-responsive”. The District’s General and Special Terms and Conditions and Statement of Work (SOW) will take precedence, the Bidder/Proposer’s boilerplate conditions. The Offeror’s “binder”, cover letter, and/or standard statement of work, template, etc. may become a part of the Contract Documents, but the Terms and Conditions (General and Special) and Statement of Work (SOW) of the District’s solicitation document (CSP, IFB, RFO, RFP, etc.) take precedence unless Offeror’s deviations/exceptions are specifically identified in a separate document (substantially titled “Exceptions to Terms, Conditions, and/or (SOW)”) that is executed by Offeror and the District’s Purchasing Agent and included as an attachment/addendum to the Contract.

49. **Use of Terms “Bid,” “Bidding, or “Bidder”** - Any use of the terms “Bid” or “Bidding” contained in any of the Proposal or Contract Documents, and referring to the submission of a proposal by the Proposer for the intent of securing an award of the Contract, shall be understood to refer to the submission of a Sealed Proposal as set forth herein. Any use of the term “Bidder” contained in the Proposal or Contract Documents shall be understood to refer to the Proposer making the proposal.
  
50. **Acceptance by Board of Trustees** – No award of Contract shall be valid, and no contract is created or binding, until the bid/proposal has been accepted by the Board of Trustees.
  
51. **Open Records Act** – Bidder/Proposer agrees and acknowledges that any and all documents submitted in response to and all bids/proposals are subject to disclosure under the State of Texas Open Records Act. Bidder/Proposer must contact the CISD Public Information Office at (915) 877-7482 to submit a formal request for the information.
  
56. **Payment of Taxes** – All Contractors located or owning property in El Paso County shall assure that all real and personal property taxes are paid. Material Management will verify payment of all real and personal property taxes due by the Contractor prior to award of any contract award or renewal.
  
57. **Safety** – All Contractors and Subcontractors performing services for the School District are required and shall comply with all Occupational Safety and Health Administration (OSHA) State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any person or property within and around the work site area under this contract. Additionally, Contractors and Subcontractors must ensure that their employees refrain from carrying firearms, illegal drugs and or alcoholic beverages while performing duties in accordance with this contract.

58. **Subcontractors** - Offeror's shall include a list of all subcontractors in their proposal. Proposal shall also include a statement of the Subcontractor's qualifications. The District reserves the right to reject the successful Offeror's selection of any or all Subcontractors.
59. **Prohibition as Subcontractors** – No Offeror who is permitted to withdraw a proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn proposal was submitted.
60. **Deviations from Scope of Work** – If there is any deviation from that prescribed in the scope of work/services, the appropriate line in the scope of work/services shall be ruled out and the substitution clearly stated. The District reserves the right to determine the responsiveness of any such deviation.
61. **Debarment** – By submitting a proposal, the Contractor certifies that the company is not currently debarred by the Texas Building and Procurement Commission or the School District. Debarment verification will also be completed through System for Award Management at <https://www.sam.gov>
64. **Responsibility for Actions** - Bidder/Proposer is solely responsible for its actions and those of its agents, employees, or subcontractors, and agrees that neither Bidder/Proposer nor any of the foregoing has any authority to act or speak on behalf of the District.
65. **Criminal Background Check** - Contractor will obtain criminal history record information that relates to an employee, applicant for employment, agent of the Contractor, if the employee, applicant, agent or subcontractor has or will have continuing duties related to the contracted services; and the duties are or will be performed on CISD property or at another location where students are regularly present. The Contractor shall certify to the District before beginning work and at no less than an annual basis thereafter that criminal history record information has been obtained. Contractor shall assume all expense associated with the background checks, and shall immediately remove any employee, agent, or subcontractor who was convicted of a felony, or misdemeanor involving moral turpitude, or any crime involving harm to a child, as defined by Texas law, from District property or other location where are students are regularly present. District shall be the final arbiter of what constitutes a “location where students are regularly present.” Further, unless otherwise specified in the contract, Contractor's and its employee(s), agents or subcontractors, while on CISD property, shall not have direct contact with any student. If the Contractor is the owner or sole operator of the business entity, that individual may not self-certify regarding the criminal history record information and its review. Contractor must submit original evidence of criminal history record information acceptable to the District with this Agreement showing compliance.

66. **Unauthorized Purchases** - By submitting this competitive bid and/or proposal the vendor understands and acknowledges that during the term of the contract any shipment or delivery of goods and services made to CISD campuses and departments without a properly approved purchase order constitutes an unauthorized purchase and financial obligation. The District does not assume any responsibility for these goods and services, condition of goods, and/or unreturned goods. Vendor understands and accepts full responsibility and will not seek payment for unauthorized purchases. Vendor further understands and acknowledges that the District's Finance Division will not issue payment for goods and services delivered without an official purchase order.

67. **Insurance**

1. a. The Contractor shall not commence work under this contract until all insurance required under this section has been obtained and evidence of insurance has been submitted to and verified by the School District. Required insurance coverage must be written by an insurance company licensed to conduct business in the State of Texas, or listed as an eligible surplus lines carrier, as determined by the State Board of Insurance. In addition, the School District may consider the A.M. Best rating of the insurance company to determine the company's acceptability to the School District.
- b. An original certificate of insurance confirming coverage must be submitted to the School District within ten (10) working days from date of Notice of Award. "The District reserves the right to automatically revoke Board Award if the vendor does not provide an original certificate of insurance within ten (10) working days from date of Notice of Award."
- c. Contractor shall obtain and maintain insurance, with the exception of Worker's Compensation and Employer's Liability coverage, with the Canutillo Independent School District named as an additional insured. For Worker's Compensation and Employer's Liability the Contractor will provide and maintain this coverage, and waive subrogation in favor of the Canutillo Independent School District. The certificate(s) of insurance provided to the Canutillo Independent School District by the Contractor must reflect the above-stated requirements.
- d. Certification of Insurance will be required of the successful Vendor prior to commencement of work, with limits as set forth below. The Board of Trustees of the Canutillo Independent School District shall be the Certificate Holder. The CSP number and description must be referenced on the face of the Certificate.
- e. Vendor's Liability Insurance. The contractor shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Vendor's operations under the contract/purchase order, whether such operations be by himself or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- f. Claims under workmen’s compensation, disability benefit and other similar employee benefit acts;
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than his employees;
  3. Claims for damages because of bodily injury, sickness or disease, or death of any person other than his employees;
  4. Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the Vendor, or (2) by any other person; and claims for damages because of injury to or destruction of tangible property, including loss of use resulting thereof.
  5. Amounts, types, and limitations of Vendor’s insurance shall be such as appears reasonable and satisfactory to the Canutillo Independent School District and our counsel, but not less than the following amount:
 

b. Worker’s Compensation	\$100,000,000
c. General Liability	\$500,000
d. Property Damage	\$500,000 each occurrence
e. Automobile Liability	\$100,000/\$300,000
f. Or Combined Single Limit	\$100,000,000
  6. Professional Liability Insurance: During the entire term that the Agreement shall remain in effect and for a period of two (2) years after final completion of the PROJECT, CONSULTANT, at CONSULTANT’s sole cost and expense, shall obtain and maintain a policy or policies of professional liability insurance with limits of \$1,000,000.00 for each claim and covering CONSULTANT’s Services relating to the PROJECT. Such insurance shall contain a provision that includes limited contractual liability, including bodily injury or wrongful death or property damage, for negligent acts, and errors and omissions arising out of the performance of CONSULTANT’s professional services under the terms of the Agreement. In the event that this coverage is provided on a “Claims Made” basis, such coverage shall be continued for a period of not less than three (3) years from the date that professional services or the PROJECT is completed, whichever is later so long as such coverage is commercially available at a reasonable cost, which means that subsequent annual increases have not exceeded twenty-five percent (25%) of the cost of such policy on an annual compounded basis.
  7. Vendor must furnish the Canutillo Independent School District with certificates of insurance with the scope of work documents for the CSP. Additionally, these documents will be required with the contract/purchase order documents prior to commencement of work.
  8. “Provide proof of professional liability/errors omissions in the amount of \$500,000 for the past year and history of all claims. Note any and all allegations and convictions of felonies related to the firm’s owners or operators, and include a general description of the conduct resulting in the allegation or conviction of each felony.
  71. **Instructions to Bidder/Proposer** - All proposals must be complete and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the CSP, the District alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a

candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

72. **Warranty** – The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties available to any customer for same or similar supplies or services.
73. **Instructions to Bidder/Proposer** - CISD is a tobacco-free, drug-free, weapon-free and alcohol-free environment. It is the responsibility of the Bidder to assure CISD that Bidder's employees are not under the influence and/or possession of drugs, tobacco, alcohol or weapons. If an employee of Bidder is found to be under the influence and/or in possession of drugs/tobacco and/or alcohol and/or weapons at the time of service, the Bidder will be notified at once by CISD that the employee must be immediately restricted from all CISD campuses. Repeated offenses by employees of Bidder could result in cancellation of the contract with CISD.

**(This section left intentionally blank)**

# **Certification of Provision of Instructional Materials Survey 2025–26**

# Table of Contents

Table of Contents.....	- 2 -
Survey Pre-Work.....	- 4 -
2025–26 Certification of Provision of Instructional Materials	- 4 -
Instructions to Complete the Certification Process for 2025–26.....	- 5 -
Additional Supports.....	- 5 -
Review Terminology.....	- 5 -
About the Qualtrics Survey.....	- 6 -
Certification 2025–26 Survey.....	- 7 -
Background Information	- 7 -
LEA Information	- 7 -
Reading Language Arts Certification.....	- 8 -
Scope and Sequence - All Grade Levels RLA	- 8 -
English Reading Language Arts K–5 TEKS Coverage Certification	- 8 -
English Reading Language Arts K–5 Instructional Materials	- 8 -
Spanish Reading Language Arts K–5 TEKS Coverage Certification	- 9 -
Spanish Reading Language Arts K–5 Instructional Materials	- 9 -
English Reading Language Arts 6–8 TEKS Coverage Certification	- 10 -
English Reading Language Arts 6–8 Instructional Materials	- 11 -
English Reading Language Arts 9–12 TEKS Coverage Certification	- 11 -
English Reading Language Arts 9–12 Instructional Materials	- 11 -
Mathematics Certification.....	- 13 -
Scope and Sequence - All Grade Levels Mathematics	- 13 -
Mathematics K–5 TEKS Coverage Certification	- 13 -
Mathematics K–5 Instructional Materials	- 13 -
Mathematics 6–8 TEKS Coverage Certification	- 14 -
Mathematics 6–8 Instructional Materials	- 14 -
Mathematics 9–12 TEKS Coverage Certification	- 15 -
Mathematics 9–12 Instructional Materials	- 15 -
Social Studies Certification.....	- 16 -
Scope and Sequence - All Grade Levels Social Studies	- 16 -
Social Studies K–5 TEKS Coverage Certification	- 16 -

Social Studies K-5 Instructional Materials	- 16 -
Social Studies 6-8 TEKS Coverage Certification	- 17 -
Social Studies 6-8 Instructional Materials	- 17 -
Social Studies 9-12 TEKS Coverage Certification	- 17 -
Social Studies 9-12 Instructional Materials	- 18 -
Science Certification.....	- 19 -
Scope and Sequence - All Grade Levels Science	- 19 -
Science K-5 TEKS Coverage Certification	- 19 -
Science K-5 Instructional Materials	- 19 -
Science 6-8 TEKS Coverage Certification	- 20 -
Science 6-8 Instructional Materials	- 20 -
Science 9-12 TEKS Coverage Certification	- 20 -
Science 9-12 Instructional Materials	- 21 -
Children’s Internet Protection Act.....	- 22 -
The Children's Internet Protection Act	- 22 -
Additional Informational Questions (Optional)*.....	- 23 -
Certification 2025-26 Survey Ratification [Printed and uploaded PDF].....	- 25 -
Other Certified Subject Areas	- 26 -

## Survey Pre-Work

### 2025–26 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code 31.1011](#), local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The TEKS Certification 2025–26 Survey includes a section to allow LEAs to certify they meet this requirement.

Like last year's process, the agency will utilize the following tools:

#### **Certification 2025–26 Form:**

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

#### **Certification 2025–26 Survey:**

Web-based application where LEAs will submit their responses collected on the TEKS Certification 2025–26 Form, and where LEAs will upload the signature page of the Form.

This year's Certification Process requires:

- The completion of the Certification 2025–26 Form;
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the Certification 2025–26 Survey and upload of the ratified Certification 2025–26 Form.

TEA recommends that LEAs complete these steps by **May 1, 2025**. The Certification 2025–26 Form can be accessed at the following link on the [Certification of Provision of Instructional Materials webpage](#).

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 28, 2025, and is scheduled to reopen on May 15, 2025. **Completion of the Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2025.**

Certification 2025–26 Survey submissions received after May 15, 2025, will typically be processed within five business days, then access to EMAT provided.

## Instructions to Complete the Certification Process for 2025–26

1. **Review the Certification 2025–26 Form:** Print the fillable TEKS Certification 2025–26 Form found on the [Certification of Provision of Instructional Materials webpage](#).
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.
3. **Complete Certification 2025–26 Form:** Complete the TEKS Certification 2025–26 Form by hand or digitally.
4. **Obtain needed signatures:** Ratify the **Certification 2025–26 Form** by the LEA’s board of trustees or governing body in an upcoming, open board meeting.
5. **Submit Certification 2025–26 Survey:** Complete the online Certification 2025–26 Survey by answering the questions. Inside the survey you will upload the signed Allotment and Certification 2025–26 Form from Step 4. The survey will be open for submissions beginning Monday, March 17, 2025, and will be located on the [Certification of Provision of Instructional Materials webpage](#).

## Additional Supports

- TEA will be hosting a webinar to review the Certification 2025–26 Process on *Monday, March 24th, at 2:00 p.m. CDT*. [Registration](#) is required.
- TEA will host office hours to support LEAs with the Certification of Provision of Instructional Materials process; registration is required.
  - Monday, March 31st at 11:00 a.m. CDT | [Register on Zoom](#)
  - Thursday, April 3rd, at 11:00 a.m. CDT. | [Register on Zoom](#)
- To facilitate completion of this year’s submission, LEAs may request a copy of their previous year’s submission by submitting a [Help Desk Ticket](#).
- For questions about the Certification 2025–26 Form, Survey, or Process, please submit a [Help Desk Ticket](#).

## Review Terminology

### *Additional Supports*

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional material designed to assist in the instruction of one or more of the essential knowledge and skills
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

### **About the Qualtrics Survey**

Within the Qualtrics survey you will be given a list of commonly known publishers and products. Should your LEA use a LEA-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

You can find a list instructional materials on the [Certification of Provision of Instructional Materials webpage](#).

# Certification 2025–26 Survey

## Background Information

QUESTION 1.0: Name of person completing this form

Richard Moore

QUESTION 1.1: Your email address

rmoore@canutillo-isd.org

QUESTION 1.2: Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

## LEA Information

QUESTION 2.0: Region #

19

QUESTION 2.1: LEA name and number

Canutillo ISD 071907

QUESTION 2.2: Superintendent's name

Pedro Galaviz

QUESTION 2.3: Superintendent's email address

*pgalaviz@canutillo-isd.org*

QUESTION 2.4: School board president's or governing body's name

*Armando Rodriguez*

QUESTION 2.5: School board president's or governing body's email address

*arodriguez@canutillo-isd.org*

QUESTION 2.6: Date of the school board meeting at which the Certification Form was be presented and approved?

4/22/2025

## Reading Language Arts Certification

### Scope and Sequence - All Grade Levels RLA

QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the LEA level and generally consistent across classrooms?

Yes

No

## English Reading Language Arts K-5 TEKS Coverage Certification

QUESTION 4.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades K-5?** (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## English Reading Language Arts K-5 Instructional Materials

QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/ or Phonics grades K-5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA and/ or Phonics grades K-5** full-subject and/or supplemental publisher(s)/ product(s) used:

*McGraw Hill: Wonders Texas Standard (Full-Subject)*  
*Association Montessori International; AMI Montessori Curriculum (Full-Subject)*  
*Lexia Core5 Reading (Supplemental)*

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Reading Language Arts, Edition 1* (grades K-5) in their classroom on a regular basis?

Insert here

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Foundational Skills, Edition 1* (grades K-3) in their classroom on a regular basis?

Insert here

## Spanish Reading Language Arts K-5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **Spanish RLA TEKS grades K-5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

## Spanish Reading Language Arts K-5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K-5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): Instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Spanish RLA and/or Phonics grades K-5** full-subject and/or supplemental publisher(s)/ product(s) used:

*McGraw Hill: Texas Standard Maravillas (Full-Subject)*  
*Association Montessori International; AMI Montessori Curriculum (Full-Subject)*  
*Estrellita; K-1 Reading Program (Supplemental)*

QUESTION 7.1:

(If above answer includes *Aprendizaje Bluebonnet* pilot instructional materials instructional materials):

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet artes del lenguaje y lectura, piloto* (grados K-5) in their classroom on a regular basis?

Insert here

QUESTION 7.2:

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet destrezas fundamentales, piloto* (grados K-2) in their classroom on a regular basis?

Insert here

## English Reading Language Arts (RLA) 6-8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 6-8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

## English Reading Language Arts (RLA) 6–8 Instructional Materials

### QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

*Savvas Learning Company; myPerspectives Texas English Language Arts (Full-Subject)*  
*Lexia PowerUp Literacy (Supplemental)*

## English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

### QUESTION 10.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

Yes

No

## English Reading Language Arts (RLA) 9–12 Instructional Materials

### QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

*Savvas Learning Company; myPerspectives (Full-Subject)*

*College Board; AP Central Provided Assessments and Resources (Full-Subject)*

*College Board; Springboard (Full-Subject)*

*Lexia Learning Resources; Lexia PowerUp (Supplemental)*

## Mathematics Certification

### Scope and Sequence - All Grade Levels Mathematics

#### QUESTION 12.0:

Are instructional materials for mathematics managed at the LEA level and generally consistent across classrooms? ?

Yes

No

## Mathematics K–5 TEKS Coverage Certification

#### QUESTION 13.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics K–5 Instructional Materials

#### QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades K–5** full-subject and/or supplemental publisher(s)/ product(s) used:

*Savvas Learning Company, Pearson K12 Learning, enVision Math MATH Texas 2.0 (Full-Subject)*  
*Savvas Learning Company, Pearson K12 Learning, enVision Math MATH Texas 2.0 en Espanol (Full-Subject)*  
*Association Montessori International (AMI) Montessori Math Curriculum (Supplemental)*  
*Accelerate Learning Inc; STEMscopes (Supplemental)*

QUESTION 14.1:

(If above answers include *Bluebonnet Learning* instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

Insert here

## Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

*Houghton Mifflin Harcourt (HMH); Texas Go Math! (Full-Subject)*  
*Accelerate Learning Inc; STEMscopes (Supplemental)*

QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

Insert here

## Mathematics 9–12 TEKS Coverage Certification

QUESTION 17.0:

For School Year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics 9–12 Instructional Materials

QUESTION 18.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

*McGraw Hill; School Education Group, Algebra 1 (Full-Subject)*

*McGraw Hill; School Education Group, Algebra 2 (Full-Subject)*

*McGraw Hill; School Education Group, Geometry (Full-Subject)*

*McGraw Hill; School Education Group, Pre-Calculus (Full-Subject)*

*The College Board; Springboard Mathematics Algebra 1 (Supplemental)*

*The College Board; Springboard Mathematics Geometry (Supplemental)*

*The College Board; Springboard Mathematics Algebra 2 (Supplemental)*

*The College Board; Springboard Mathematics Pre-Calculus (Supplemental)*

*McGraw Hill; ALEKS (Supplemental)*

## Social Studies Certification

### Scope and Sequence - All Grade Levels Social Studies

#### QUESTION 19.0:

Are instructional materials for social studies managed at the LEA level and generally consistent across classrooms?

Yes

No

## Social Studies K-5 TEKS Coverage Certification

#### QUESTION 20.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **social studies TEKS grades K-5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies K-5 Instructional Materials

#### QUESTION 21.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades K-5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades K-5** full-subject and/or supplemental publisher(s)/ product(s) used:

*Savvas Learning Company LLC K12 Learning-TX, myWorld Social Studies (Full-Subject)*

## Social Studies 6–8 TEKS Coverage Certification

### QUESTION 22.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies 6–8 Instructional Materials

### QUESTION 23.0:

Select **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

*School Education Group (McGraw Hill); US History (Full-Subject)*  
*School Education Group (McGraw Hill); Texas History (Full-Subject)*  
*School Education Group (McGraw Hill); TX World Culture (Full-Subject)*  
*DBQ Project; DBQs and Mini-Qs (Supplemental)*  
*IXL Learning; IXL Social Studies Grades 6-8 (Supplemental)*

## Social Studies 9–12 TEKS Coverage Certification

### QUESTION 24.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies 9–12 Instructional Materials

### QUESTION 25.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

*Savvas Learning Company LLC; US History 1877-Present (Full-Subject)*

*School Education Group (McGraw Hill); Economics (Full-Subject)*

*School Education Group (McGraw Hill); US Government (Full-Subject)*

*School Education Group (McGraw Hill); World Geography (Full-Subject)*

*School Education Group (McGraw Hill); World History (Full-Subject)*

*College Board; AP Central Provided Assessments and Resources (Supplemental)*

*DBQ Project; DBQs and Mini-Qs (Supplemental)*

## Science Certification

### Scope and Sequence - All Grade Levels Science

#### QUESTION 26.0:

Are instructional materials for science managed at the LEA level and generally consistent across classrooms?

Yes

No

### Science K–5 TEKS Coverage Certification

#### QUESTION 27.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

### Science K–5 Instructional Materials

#### QUESTION 28.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades K–5** full-subject and/or supplemental publisher(s)/ product(s) used:

*Savvas Learning Company LLC; Texas Experience Science (Full-Subject)*

*Generation Genius Science Resources (Supplemental)*

*The Science Penguin (Supplemental)*

*Accelerated Learning, STEMScopes (Supplemental)*

## Science 6–8 TEKS Coverage Certification

### QUESTION 29.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Science 6–8 Instructional Materials

### QUESTION 30.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

*Savvas Learning Company LLC; Texas Experience Science (Full-Subject)*  
*Kessler Science (Supplemental)*

## Science 9–12 TEKS Coverage Certification

### QUESTION 31.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Science 9–12 Instructional Materials

### QUESTION 32.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

*McGraw Hill, Texas Biology (Full-Subject)*

*McGraw Hill, Texas Chemistry (Full-Subject)*

*McGraw Hill, Texas Physics (Full-Subject)*

*McGraw Hill, Texas IPC (Full-Subject)*

*Cengage, Environmental Science; Sustaining your world Tx Ed (Full-Subject)*

*eDynamic Holdings, Anatomy 1a/1b (Full-Subject)*

## Children's Internet Protection Act

### The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 33.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

## Additional Informational Questions (Optional)\*

### QUESTION 35.0:

Has your LEA used, or do you plan to use, Instructional Materials Review and Approval (IMRA) Cycle 2024 reports to inform local decisions related to instructional materials adoption?

(Note: IMRA replaced the State Board of Education's Proclamation process and the Texas Resource Review (TRR))

- Yes
- No

### QUESTION 35.1:

**If "Yes" is selected:** In which subject area(s) have you used the TRR to obtain information about the quality of products? \*

- English Reading Language Arts
- Spanish Reading Language Arts
- English Phonics
- Spanish Phonics
- Mathematics

### QUESTION 35.2:

On a scale from 0 to 10, how effectively do you believe the IMRA reports support LEA adoption of high-quality instructional materials? 0 (Not at all) to 10 (Extremely effectively)\*

- 0.
- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your LEA leverages for unit/module, diagnostic, or interim, and for which type of assessments.

Product	Interim	Diagnostic	Unit/Module Formatives
Eduphoria	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DMCA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
STAAR Interim	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Insert here</i>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Insert here</i>			
Other:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<i>Insert here</i>			

## Certification 2025–26 Survey Ratification [Printed and uploaded PDF]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

## Other Certified Subject Areas

### QUESTION 40.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills:  
[multiple select]

- Career & Technical Education
- Fine Arts
- Health
- Technology Applications
- English Language Proficiency Standards
- Languages other than English
- None

### District County Number (6-digit ID):

071907

### District Name:

Canutillo ISD

### Date of Ratification by Local School Board of Trustees or Governing Body:

Insert here

### Signature of the Board President and Secretary or Governing Board Officer

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

After ratification, please scan the last page of this form and submit to TEA through the electronic Certification of Provision of Instructional Materials Survey.