

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held May 27, 2025, beginning at 5:30 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

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

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2. **BOARD HONORS**

- A. Recognition of 2025 Canutillo Alumni Foundation for Education (CAFE) Scholarship winners from Canutillo High School and Northwest Elementary School
Presenter: G. Reveles
- B. Recognition of 2024-25 CISD Board of Trustees Student Advisors TJ Locklin from Canutillo High School and Jacob Lozano Northwest Early College High School for their service to the District.
Presenter: G. Reveles
- C. Recognition of the 2025 Valedictorians and Salutatorians from Canutillo High School and Northwest Early College High School.
Presenter: G. Reveles

3. **OPEN FORUM-OTHER**

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

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

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

4. **BOARD OF TRUSTEE BUSINESS**

- A. Discussion and action for the Warrant List to be added back to the RBM agendas.

	Presenter: B. Barnes	
B.	Discussion and action to change the purchasing amount needed for board approval. Presenter: B. Barnes	
C.	List of all contracted services, cost, and explanation of each service rendered. Presenter: B. Barnes	6
D.	Discussion and possible action to revised election cycle and move trustee election to May vs November. Presenter: A. Rodriguez	
E.	Discussion and possible action to revise election policy and create single member districts, at large or places. Presenter: A. Rodriguez	
F.	Budget Update Presentation Presenter: C. Pulley	15
5.	CONSENT AGENDA-VOTING	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of the Meeting Minutes	
a.	Approval of the March 25, 2025 Meeting Minutes	32
b.	Approval of the April 22, 2025, Meeting Minutes	39
2.	Approval of the Monthly Donations Presenter: C. Pulley	
a.	Board Acceptance of the April 2025 Donations Report Presenter: Cristina Pulley	54
3.	Approval of the Budget Amendments Presenter: C. Pulley	
a.	Budget Amendments Presenter: C Pulley	57
4.	Approval of the Recommendation to Contract RFQ 2025-11B HVAC Testing, Adjusting and Balancing (TAB) Services for Canutillo ISD 2024 Bond Referendum Projects to Campos Engineering Inc. Presenter: Ernesto Ortiz	59
5.	Approval of the Recommendation to Contract RFQ 2025-12B Third-Party Construction Inspector Services for Canutillo ISD 2024 Bond Referendum Projects to Atlas Technical Consultants, LLC Presenter: Ernesto Ortiz	82
6.	Approval of an order by the Board of Trustees of the Canutillo Independent School District authorizing the issuance of “Canutillo Independent School District Unlimited Tax School Building Bonds, Series 2025”; levying a continuing direct annual ad valorem tax for the payment of the Bonds; delegating the authority to certain members of the Board of Trustees and District staff to execute certain documents relating to the sale of the Bonds; and resolving other matters incident and related to the issuance, sale, and delivery of the Bonds. Presenter: Arnold Cantu	104

- 7. Approval of a resolution establishing the intention of the Canutillo Independent School District to reimburse itself for the prior lawful expenditure of funds relating to acquiring, constructing, and equipping various District improvements from the proceeds of one or more series of tax-exempt obligations to be issued by the District for authorized purposes; authorizing other matters incident and related thereto; and providing an effective date. 163
Presenter: Arnold Cantu
- B. *CURRICULUM AND INSTRUCTION*
 - 1. Memorandum of Understanding between CISD and the YWCA El Paso del Norte Region - PreK Early Learning Academy Programming for 2025-2026 167
Presenter: Dr. Jesica Arellano
- 6. **EXECUTIVE SESSION**
To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 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. Discussion regarding options for and the identification of the potential sale of district-owned real property.
Presenter: Steve Blanco
 - B. Discussion regarding the selection or appointment of an acting or interim superintendent.
Presenter: Steve Blanco
- 7. **NEW BUSINESS (continued); OTHER**
 - A. Discussion and possible action to identify options for the potential sale of District owned real property.
Presenter: Steve Blanco
 - B. Discussion and possible action regarding the selection or appointment of an acting or interim superintendent.
Presenter: Steve Blanco
- 8. **ADJOURNMENT**

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

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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



INFORMATION TECHNOLOGY SERVICES

CANUTILLO A Premier District

TO: Dr. Pedro Galaviz / Board of Trustees.

FROM: Dr. Oscar Rico, Executive Director of Information Technology Services

DATE: 05-22-2025

SUBJECT: Report on Contracted Services

Attached is the requested report on contracted services, including:

- Vendor name
- Service description
- Total cost

Services highlighted in orange are recurring operational contracts essential to district functioning, totaling \$1,235,613.48. The remaining entries reflect non-recurring or emergency-based services, such as mold remediation, urgent repairs, and specialized training.

Recommendation: This report is ready for board review and can be discussed in detail as needed.

Please advise if any additional information is needed in advance of the meeting.

Respectfully,

Dr. Oscar Rico
Executive Director
Information Technology Services
Canutillo ISD
(915) 877-7474
orico@canutillo-isd.org

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

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

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canutillo-isd.org

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

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

FY25 Contracted Services as of 5.12.2025 - General Fund

Vendor	Fund	Purchase Order	Description	Contract Total
Activated Partners	199	PO 25000400	TIA Support on Data submission for TIA Cohort F as well as implementation year and data submission support for TIA Cohort G and expansion of currently approved TIA system to include additional teacher categories	12,000.00
AD Wrecker Service, Inc./ dba AD Towing & Recovery	199	PO 25000000	Emergency towing services required for Transportation vehicles, to include district school buses and automotives	4,000.00
Adrian Zamora	199	PO 25001483	Piano Accompanist for the Choir (School of Music Program)from Nov, 2024 thru May, 2025 at CHS	2,000.00
Adrian Zamora	199	PO 25002993	Piano Accompanist for the Choir (School of Music Program) from Nov 2024- thru May, 2025 at CS	1,000.00
All American Glass & Mirror	199	PO 25001082	Outside repair to replace cracked and broken windows, to include installation, on multiple district school buses.	1,420.00
Amaru Motors 3 LLC/dba/Charlie Clark Nissan El Paso	199	PO 25000962	Routine maintenance, serviced checks, and inspections for our fleet of Police Department Vehicles	1,600.00
American Testing and Inspection Services, LLC/dba/ATIS Elevator Inspections, LLC	199	PO 25001322	Annual Elevator Inspections and Category 1 Test Witness for State Certification from July 1, 2024 through June 30, 2025	1,140.00
APIC Solutions LLC	199	PO 25000472	Comprehensive support for the Ocularis surveillance system including repair services and general operational support of the existing CCTV equipment, for the period of 3 months from Aug 1st - Oct. 31, 2024	16,910.00
APIC Solutions LLC	199	PO 25001787	Comprehensive support for the Ocularis Surveillance system including repair services, and general operational support of the existing CCTV equipment, for the period of (3 months, -TBD as per contract agreement)	16,910.00
Arleth Jimenez/dba/International Fluid Power	199	PO 25000069	HYD PUMP ONLY GEAR PUMP BOOM LIFT GENIE REINSTALL HYD SYSTEM AND PRIME AND PURGE	1,215.00
Arleth Jimenez/dba/International Fluid Power	199	PO 25000070	GENNIE 24V POWER UNIT COMPLETE LABOR INSTALL NEW UNIT, PRIME AND PURGE	4,205.00
Arleth Jimenez/dba/International Fluid Power	199	PO 25001911	BOB CAT CYLINDER WELD - REPAIR	200.00
Arleth Jimenez/dba/International Fluid Power	199	PO 25002929	Repair ASSY H24504 X 4' X1-04U-L64 X1-04U-S66	332.50
Assurance Fire Protection LLC	199	PO 25001354	ANNUAL FIRE EXTINGUISHER INSPECTION	3,532.00
Assurance Fire Protection LLC	199	PO 25001665	Fire Extinguishers Services/Maintenance - Districtwide	7,282.60
AV Concepts & Security LLC	199	PO 25002012	NWECHS - Early College Multipurpose and Intercom systems - Install appropriate Audio/Visual Equipment with LED light source in the Grotto	2,748.91
Baker Glass Co, Inc	199	PO 25000228	REPLACE GLASS INTHE MULTI PURPOSE ROOM	1,346.55
Baker Glass Co, Inc	199	PO 25000230	REPLACE (19 3/4" x 31 5/8") 1/4" INSULATED GRAY TEMP 1/2 SPACER	575.77
Baker Glass Co, Inc	199	PO 25000237	Repair/replace broken windows at all campuses district wide as needed for July 2024- June 2025	3,500.00
Bank of America	199	PO 25000290	Vendor: Granite Installation of telecommunication switch and labor	0.00

Vendor	Fund	Purchase Order	Description	Contract Total
Bank of America	199	PO 25002299	Vendor: All American Doors: Replacement of 2 torsion springs for 12' x 10' sectional garage door	978.08
Bernie del Hierro dba BD Enterprises	199	PO 25000124	Official fees for the 2024-25 Volleyball season at CHS includes: scrimmages, tournament, regular games and playoff games	6,775.00
Bernie del Hierro dba BD Enterprises	199	PO 25000326	Official fees for the football season at CHS includes: scrimmages, regular and playoff games	12,474.25
Bernie del Hierro dba BD Enterprises	199	PO 25000328	CMS Volleyball Game(s) Officials for School Year 2024-2025 7th Grade and 8th Grade Regular Season Games and Mileage	675.00
Bernie del Hierro dba BD Enterprises	199	PO 25000330	CMS Football Game(s) Officials for School Year 2024-2026 7th and 8th Regular Season Games and Mileage	1,590.00
Bernie del Hierro dba BD Enterprises	199	PO 25000351	AMS Football Officials 7th and 8th grade	1,590.00
Bernie del Hierro dba BD Enterprises	199	PO 25000352	AMS Volleyball Officials 7th and 8th grade	675.00
Bernie del Hierro dba BD Enterprises	199	PO 25001114	AMS Athletics - Basketball Officials Boy and Girls 7th and 8th grade 2024-25 basketball Season	1,715.00
Bernie del Hierro dba BD Enterprises	199	PO 25001115	AMS Athletics Department- Soccer Officials 7th and 8th grade boy and girls Soccer for 2024-25.	3,180.00
Bernie del Hierro dba BD Enterprises	199	PO 25001212	Official fees for the Girls and Boys Basketball season at CHS includes: tournaments, regular games, playoffs, etc.	15,600.00
Bernie del Hierro dba BD Enterprises	199	PO 25001213	CMS Soccer Game(s) Officials for School Year 2024-2025 7th Grade and 8th Grade Regular Season Games and Travel	2,385.00
Bernie del Hierro dba BD Enterprises	199	PO 25001214	CMS Basketball Game(s) Officials for School Year 2024-2025 7th Grade and 8th Grade Regular Season Games and Mileage	1,715.00
Bernie del Hierro dba BD Enterprises	199	PO 25001538	Official fees for the Boys and Girls Soccer season at CHS includes: scrimmages, tournaments, regular games and playoff games	7,935.00
Bernie del Hierro dba BD Enterprises	199	PO 25001768	Umpire fees for the Baseball team at CHS Includes: scrimmages, tournaments, regular games and playoff games	4,865.00
Bernie del Hierro dba BD Enterprises	199	PO 25001769	CMS Baseball game officials for SY 2024-2025. This will pay for Umpires, Travel and Administration Fees per game during the time period of January 18 thru March 1, 2025	975.00
Bernie del Hierro dba BD Enterprises	199	PO 25001801	AMS Athletics - 2024-25 Baseball Officials	975.00
Best Iron Works & Screens Inc	199	PO 25000761	DAMIAN ELEMENTARY SCHOOL TO CONVERT (2) EXISTING ROLLING GATES INTO DOUBLE GATES APPROX 26 FEET LONG 5.5 TALL, TO INSTALL NEW HINGES, DROP RODS AND CONVERT INTO DOUBLE GATES USING THE SAME GATES, AND REINSTALL, TO OPEN OUTSIDE TO STREE	4,110.00
Blanco Ordonez and Wallace P C	199	PO 25000455	CISD Legal Services for FY 2024-2025	197,000.00
CDW Government Inc	199	PO 25002290	Tech Solutions, Products and Services SUPPORT-1-9 Support Hours: Remote Support Hours	1,625.00
Cellco Partnership/dba/Verizon Wireless	199	PO 25000187	Project PO for wireless voice and data services and equipment for the fiscal school year 2024-2025 for the Police Services Department	500.00
Chemsearch Division	199	PO 25000050	SRES Chiller Annual Water Treatment Program from 7/21/2024 to 7/20/2025	10,743.36

Vendor	Fund	Purchase Order	Description	Contract Total
Christopher Eric Scheufele dba Shoof Productions LLC	199	PO 25002416	CISD Contract AGRMT-2025-03-013 Shoof Production LLC- Chris In the Classroom - Anti-bullying and Resilience school assembly March 20, 2025	1,750.00
College Board	199	PO 25002146	College Board District Membership renewal for 24-25	400.00
Construction & Environmental Consultants, Inc	199	PO 25000176	Mold Remediation Protocol at Jose Damian Elementary School (Room 206)	5,500.00
Construction & Environmental Consultants, Inc	199	PO 25000868	Proposal for Asbestos Consulting Services for an Asbestos 6 Month AHERA Re-Inspection for all CISD campuses	7,800.00
Construction & Environmental Consultants, Inc	199	PO 25001775	Limited Mold Inspection in -Room 164 at Reyes Elementary School	1,950.00
Construction & Environmental Consultants, Inc	199	PO 25002108	Mold Remediation Protocol in Room 164 at Reyes Elementary School	5,300.00
Construction & Environmental Consultants, Inc	199	PO 25002144	Six Month re-inspection of all campuses (plus administration building and transportation/facilities building 13 total: Canutillo HS, NWECHS, Alderete MS, Canutillo MS, Canutillo ES, Jose Damian ES, Davenport ES, Garcia ES, Reyes ES, Lone Star, Central Offices, and Support Services)	7,800.00
Dale Laverty	199	PO 25000421	Timing Services for Cross Country Meet being held on Wednesday, Aug 24, 2024.	250.00
Dale Laverty	199	PO 25002375	Timing and Data Services for Track Meet @ CMS on Saturday, Mar 29, 2025.	250.00
Dantek Systems	199	PO 25000244	Troubleshoot Intercommunication System and Reprogram Bell Schedul	600.00
Dantek Systems	199	PO 25000909	TROUBLESHOOT MARQUEE SYSTEM	340.00
Dantek Systems	199	PO 25001058	Deanna Davenport Elementary Troubleshoot, Repair and Test Intercommunications System	1,020.00
Deans Temp Fence LLC	199	PO 25001296	Reyes Elementary School Site Maintenance-(2 hrs), uninstall 156' temp fence, reposition 144' temp fence to stand on blacktop, add sandbags	285.00
Doggett Freightliner of South Texas, LLC	199	PO 25000177	Outside district mechanic shop repair required for school bus T-65, to include labor and related fees	1,624.00
Doggett Freightliner of South Texas, LLC	199	PO 25001619	Outside repair required for Special Education district school bus T-46 to include parts, labor, and other related fees	1,503.00
Doggett Freightliner of South Texas, LLC	199	PO 25002415	Outside repair required for Special Education district school bus T-63 to include parts, labor, and other related fees	1,186.00
DOT Drug Testing Services LLC	199	PO 25000049	Drug Testing Services for the Human Resources Division	11,000.00
DOT Drug Testing Services LLC	199	PO 25000762	DOT & Non-DOT Drug and Alcohol Screenings for Bus Drivers and Monitors in Transportation for FY 24-25 to include quarterly test visits and post accident test visits	2,400.00
Drake Brothers Inc./DBA/DBI Computer Service	199	PO 25001803	Move AS/400 to DBI Office and setup portal for remote access; Annual charge for storage (space / power) Annual charge for hardware maintenance, includes all parts and associated labor in the AS/400 s/n 10-4925m. Maintenance includes backing up date twice annually	3,530.00
E & M International, Inc.	199	PO 25001539	Semi-annual Inspection & Test of existing Clean Agent Suppression System	1,413.00

Vendor	Fund	Purchase Order	Description	Contract Total
El Paso Central Appraisal Dist	199	PO 25000722	El Paso Central Appraisal District Tax Collection Services	603,399.12
El Paso Sanitation Systems,Inc/Db/ Sarabias Portable Jons	199	PO 25002749	Blue & Pink Units (Portable Jons)	432.00
El Paso Sanitation Systems,Inc/Db/ Sarabias Portable Jons	199	PO 25003147	Portable Sanitation Services March-May 2025	782.00
El Paso Softball Umpires Assoc	199	PO 25001777	CMS Softball game officials for SY 2024-2025 Season Games. This will pay for (1) Umpire, Travel and Administration Fees per game during the time period of January 18 thru March 1, 2025	645.00
El Paso Softball Umpires Assoc	199	PO 25001800	AMS Athletics - Softball Regular Season Umpires for 2024-25	645.00
El Paso Softball Umpires Assoc	199	PO 25001876	Umpires for the softball season at CHS includes: scrimmages, tournaments, regular and playoff games	4,500.00
El Paso-Phoenix Pumps, Inc	199	PO 25001364	Liftstation PM Service to clean sump and all components inside sump	5,308.00
El Valle Pest Control LLC	199	PO 25000450	Wildlife Repellent - Squirrel repellent application in area of approx 4000-5000 sq. ft. around playground area	290.00
FAAC Incorporated	199	PO 25000252	Bronze Warranty renewal for the Milo Range simulation system in the law enforcement classrooms at CHS	2,447.54
Facility Solutions Group, Inc	199	PO 25003008	Canutillo High School tech support and troubleshoot faulty marquee sign	510.00
Far West Services Inc	199	PO 25001446	Outside repair required for district Special Education school bus T-32 to include parts, labor, and other related fees	974.29
Far West Services Inc	199	PO 25001880	Outside repair required for district Special Education school bus T-43 to include parts, labor, and other related fees	9,630.00
Far West Services Inc	199	PO 25002043	Outside repair required for district school bus T-48 to include parts, labor, and other related fees	5,490.00
Far West Services Inc	199	PO 25002283	Outside repair required for district school bus T-37 to include parts, labor, and other related fees	5,230.00
Far West Services Inc	199	PO 25002625	Outside repair required for district school bus T-32 to include parts, labor, and other related fees	3,017.00
Far West Services Inc	199	PO 25003014	Outside repair required for district school bus T-33 to include parts, labor, and other related fees	2,345.00
FMH Material Handling Solutions, Inc.	199	PO 25000511	Contract Agreement FMH Material Handling Solutions, Inc. to provide schedule preventive maintenance on the forklift	460.00
FMH Material Handling Solutions, Inc.	199	PO 25001009	Forklift - Solid Pneumatic Tires - Weekly Rental to Start on Oct. 7, 2024 and End on Oct. 13, 2024	1,217.98
Fulcrum Management Solutions Inc dba Thoughtexchange	199	PO 25002382	TIPS CONTRACT 230105 Small Room (Up to 5 Leaders) Contract Term: 01/01/2024 - 12/31/2024	27,783.00
Gibson Ruddock Patterson LLC	199	PO 25001754	FY24 District External Audit for services rendered AFTER June 30, 2024	66,500.00
Gran Turismo Racing Image	199	PO 25000303	AMS Emergency window cover after hours July 26, 2024 at 11:00 pm	1,100.00

Vendor	Fund	Purchase Order	Description	Contract Total
Gray Heating & Air Conditioning Inc	199	PO 25000714	Disconnect and remove (2) existing RTUs Furnish and install new 5 ton Trane RTU with gas	3,200.00
Gray Heating & Air Conditioning Inc	199	PO 25000914	Replacement of 3 ton HP RTU Unit Northwest Early College High School	7,017.00
HB Electronics Inc	199	PO 25001001	Service Call On site service + programming	800.00
HB Electronics Inc	199	PO 25001804	On Site Service	300.00
Henderson Fire Protection, Inc	199	PO 25000179	Annual inspections and maintenance of fire extinguishers on district school buses required to remain in compliance with state regulations.	2,114.00
Johnson Controls, Inc	199	PO 25000178	Preventative Maintenance Services for SRES Chiller from 7/1/2024 to 6/30/2025	8,191.40
Johnson Controls, Inc	199	PO 25000458	Administration Metasys Repairs CANUTILLO INDEPENDENT SCHOOL DISTRICT	101.00
Johnson Controls, Inc	199	PO 25000912	FC BACnet Cable Repair circuit short in electrical lines from Metasys System	818.74
Joseph W Mezher dba Mezher Educational Consulting	199	PO 25000816	CISD PSC 25-003 Mezher Educational Consulting for 2024-2025 Fiscal Year for the Human Resources Division. Creditable years of service/service record/personnel/Joseph W. Mezher MPIA/ESD/CTSBS based on ADA enrollment	1,800.00
K-12 Insight LLC	199	PO 25002424	Onsite Customer Service Professional Development	9,995.00
Laerdal Medical Corporation	199	PO 25000257	High Fidelity Manikin extended warranty- Health Science classes at CHS - July 2024 to June 2025	3,946.12
Maria I Quiroz	199	PO 25000588	Provide services For 24-25 school year. according to each child's IEP, conduct evaluations and provide written reports, assist and be a resource for school personnel and parents	22,664.00
Martin Olivas	199	PO 25000408	Music consultant needed for the School of Music program at CHS SY 2024-25	20,000.00
Massey Johnson Associates/dba/R.W. Johnson Associates Inc	199	PO 25003277	Back Flow calibration	552.00
MFH Environmental Corp	199	PO 25000911	Jose Damian Elementary-Room 206 Remediation of mold impacted wall and ceiling materials in accordance with the Mold Remediation Protocol prepared by CECI	4,510.00
MFH Environmental Corp	199	PO 25003005	Restoration, Remediation, and Related Services Reyes Elementary School Room #164	6,590.00
Mission Linen Supply	199	PO 25000082	For FY2024-25 District wide rental of custodial mops, towels, and related items, per Region 19 Contract# 20-7378	50,000.00
Mission Linen Supply	199	PO 25000174	Rental service of uniforms and shop towels for district mechanics in the Transportation department for FY 2024-2025	2,350.00
MNK Architects, Inc	199	PO 25000589	CISD Administration Building Renovations to comply with TXDot acquisition plan	58,200.00
Moak, Casey & Associates, Inc.	199	PO 25002386	Student Enrollment & PEIMS Leaver Analysis (4 Reports) and EarlyConnect Report Analysis (4 Reports)	13,751.58
Mobile Communications America Inc	199	PO 25000188	For District-Wide Incidental Repairs / Parts and or Impromptu Maintenance on PD Dept. vehicles	1,500.00

Vendor	Fund	Purchase Order	Description	Contract Total
Musshorn Enterprises Inc/dba/B & M Machinery	199	PO 25003141	Repair 1-BALDOR 30 HP 1760 RPM 3 PH 60 CYC 230/460 VOLTS 72/36 AMPS FRAME 286TYZ SER#39N084W960	1,256.44
Night Eyes Protective Services Inc	199	PO 25000116	District wide Armored Car Services for FY 2024-2025	15,000.00
O'Hanlon, Demerath & Castillo P.C	199	PO 25000336	Legal services through June 30, 2025 (Special Education Programs and Services)	4,768.00
Oscar Uriel Lopez Gurrola dba West Garage	199	PO 25001414	Essential service and or maintenance for Police Dept. vehicles	3,050.00
PC Automated Controls, Inc.	199	PO 25000916	IT Room Yearly Maintenance and Filter Change for Data Aire Unit to include 4 visits/services per year	3,492.64
Quantum Engineering Consultants Inc	199	PO 25003235	Engineering Services (General Civil On-Call Contract) Platting Determination Application Services for Alderete Middle School	1,910.00
RedGear, LLC	199	PO 25000059	Cabling/Data Drops at Ag. Bldg for new CTE office location	480.00
Region 12 Ed Service Center	199	PO 25001140	Interlocal Agreement E-Rate Works-Annual Cost: \$13,500.00 Turn-key solution including an E-Rate Specialist, full access to E-Rate Works database, Document Manager, and Category One Support and Category Two Support	20,000.00
Region 19 Ed Service Center	199	PO 25000717	Contract agreement for authorized provider, ESC Region 19, complies with the guidance set forth by TEA to provide the Comprehensive pathway Texas Reading Academy training for K-3 teachers employed by the district	18,000.00
Region 19 Ed Service Center	199	PO 25001739	SY 2024-25 School Board Member and Superintendent Continuing Education Services Agreement with Region 19	4,500.00
Region 19 Ed Service Center	199	PO 25001873	Mastering the Art of Auditing Foreign Transcripts Training February 25, 2025	2,275.00
Riddell Inc/All American Sport Corporation	199	PO 25001652	Reconditioning Helmets (Reconditioning - Required as per Texas Education Code 33.094)	1,944.80
Riddell Inc/All American Sport Corporation	199	PO 25001774	Recondition of football helmets at CHS	4,941.35
RJ Border International Trucks	199	PO 25000181	Outside repair required for bus T-30 to include parts, labor and other related fees	4,330.00
RJ Border International Trucks	199	PO 25000910	Outside repair required for bus T-41 to include parts, labor, and other related fees	2,275.00
RJ Border International Trucks	199	PO 25000960	Outside repair required for Special Education district school bus T-32 to include parts and labor	800.00
RJ Border International Trucks	199	PO 25001005	Outside repair required for district school bus unit T-33 to include parts and labor	3,130.00
RJ Border International Trucks	199	PO 25001215	Outside repair required for Special Education district school bus T-36 to include parts, labor, and other related fees	7,011.00
RJ Border International Trucks	199	PO 25002042	Outside repair required for district school bus T-35 to include parts, labor and other related fees	2,654.29
Rol-N Enterprise	199	PO 25001529	Repair of laminator	275.00
Rudolph Chevrolet	199	PO 25000047	CTE vehicle and trailer inspection fees for the 2024-2025 school year.	85.00

Vendor	Fund	Purchase Order	Description	Contract Total
San Tech, LLC	199	PO 25000231	Santech Cabling Install / Cat6 Line Item #2.2 Category 6 station data cable-terminated in MC, IC, or HC on patch panel and at station end in flush mounted wall plate	390.00
San Tech, LLC	199	PO 25001484	Santech Cabling Install / Relocate Line Item #18.2 Face Plate Repair, wall plate, labeling, new connector with retermination, recertification and reinstallation of connector in face plate	340.00
San Tech, LLC	199	PO 25002045	Data drops for 3 CTE classrooms at CHS Rm E124, H103 and H126	585.00
San Tech, LLC	199	PO 25002360	Santech Cabling Install/Labor Line Item #29.6	115.00
Sandra Dea	199	PO 25000374	Accounting/Audit Services and Consulting August 13, 2024 to December 31, 2025 (Assistance needed due to staff vacancies and FMLA absence)	25,203.75
Sonitrol of El Paso	199	PO 25000202	For District-Wide Incidental Repairs / Parts and Impromptu Maintenance on Fire Alarms and their systems	4,500.00
Sonitrol of El Paso	199	PO 25000430	Fire Alarm System and Monthly Monitoring and Communication fee July 1st 2024 - June 30, 2025	17,112.00
Sonitrol of El Paso	199	PO 25000843	Fire Alarm System Power Supply Replacement (LAN/WAN/Telco) of existing fire alarm system and mounting space	1,497.00
South Plains Implement Ltd	199	PO 25000918	JOHN DEERE Model: Z615B DIAGNOSTICS. REBUILD CARBURETOR. REPLACE LEAKING SEALS ON RIGHT SIDE TRANSMISSION	1,404.30
South Plains Implement Ltd	199	PO 25001419	JOHN DEERE Model Z915B DIAGNOSTICS. REPLACED SHORTING OUT ELECTRICAL COILS AND SPARK PLUGS	366.82
South Plains Implement Ltd	199	PO 25001722	Make: John Deere Model: 770 CLUTCH ADJUSTMENT. REPLACE DAMAGE HYDRAULIC OIL LINES ALONG WITH NEW HYDRAULIC FILTER. REPLACE MISSING LINK, PIN FASTENERS, LOCKING PINS	1,536.33
Sparrow General Partner LLC	199	PO 25002436	CHS TEMP clerical worker needed to cover TEMP services for CHS from March 24th 2025 till June 30th 2025 (Due to vacancies or employee FMLA leave)	11,917.00
Sparrow General Partner LLC	199	PO 25002437	CHS TEMP custodian worker needed to cover TEMP services for CHS from March 24th 2025 till June 30th 2025 (Due to vacancies or employee FMLA leave)	11,424.00
Spectrum Paper Company., INC	199	PO 25002330	Service Call	187.50
Stericycle Inc	199	PO 25000600	Regular Service / Off-Site Paper Shredding	111.42
Stout Hardwood Floor Co., Inc.	199	PO 25000075	Alderete Middle School Gym floor refinishing	3,504.72
Suncity Records Management Inc	199	PO 25000563	Document shredding & destruction for CISD Central Office Departments	1,500.00
TASB/Tx Assoc Of School Boards	199	PO 25000046	District wide TASB Services to include but not limited to HR Services, Policy online, policy updates, pay system maintenance throughout FY 24-25	6,400.00
TASB/Tx Assoc Of School Boards	199	PO 25000190	School Health and Related Services (SHARS) billing program to request reimbursement for Medicaid health-related services	20,000.00
TASB/Tx Assoc Of School Boards	199	PO 25000932	TASB Will Conduct a Review of Client Staffing practices for Central Office Departments to identify options for cost reduction, improving effectiveness or implementing strategic practices	6,000.00
TASB/Tx Assoc Of School Boards	199	PO 25002280	TASB (TX Association of School Boards) requisition for the completion of the SHARS Cost Report	4,000.00

Vendor	Fund	Purchase Order	Description	Contract Total
TEB Benefits Group Inc	199	PO 25001445	Contract/ Agrmt 2025-11-009 Provide services from 10/21/24 through 2/28/2025 Services rendered are: Addressing and resolving administrative problems with insurance carrier representatives, leading open enrollment, approve and process benefit enrollment changes, conduct insurance reconciliations, working closing with CISD IT Department	14,985.00
Tx Department Of Licensing & Reg	199	PO 25002110	Boiler Inspection Fees	840.00
UWorld LLC	199	PO 25001423	Professional Development (1 Day)	500.00
White's Music Box	199	PO 25001537	Instrument repairs for the School of Music program at CHS	3,000.00
White's Music Box	199	PO 25002304	Instrument repairs for the School of Music Program at CHS	3,000.00
White's Music Box	199	PO 25003085	Instruments repairs for the School of Music program at CHS	1,000.00
Total				1,620,605.15



Budget Workshop

May 27, 2025

Proven Financial Stewardship

✓ External Audit	❖ Zero Findings for past 10 years
✓ Balanced Budgets	❖ FY2018 to FY2023 ❖ Legislative inaction for current biennium FY2024 to FY2025
✓ Financial Integrity Rating System of Texas (FIRST)*	❖ Superior Rating since FY2018
✓ Credit Rating	❖ In 2021, Moody's Investors Service upgraded CISD's credit rating from A1 to Aa3 and has been maintained since
✓ High Caliber Annual Financial Statements	❖ CISD was first school district in the region to prepare an Annual Comprehensive Financial Report since Fiscal Year 2016
✓ Financial Accolades	❖ Certificate of Achievement for Excellence in Financial Reporting from GFOA – 8 Years ❖ Certificate of Excellence in Financial Reporting from ASBO – 8 Years ❖ Award of Excellence in Financial Management from TASBO – 3 Years (<i>First in the Region to receive award</i>) ❖ Purchasing Award of Merit from TASBO – 5 Years ❖ Texas Comptroller Transparency Star in Traditional Finances – 4 Years

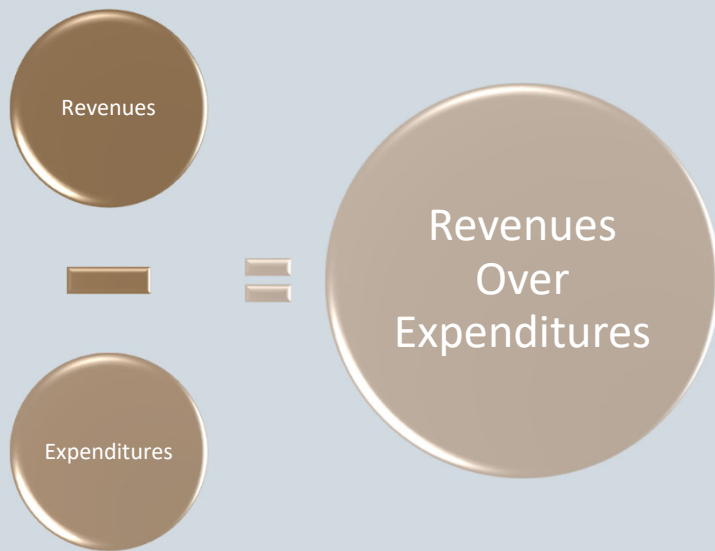
*FIRST - Evaluates the management of a school districts financial resources and ensures the accountability for student learning goals are cost-effective and efficient with potential impact on Districts **accreditation**

Fiscal Process – Budget Adoption “The Plan”

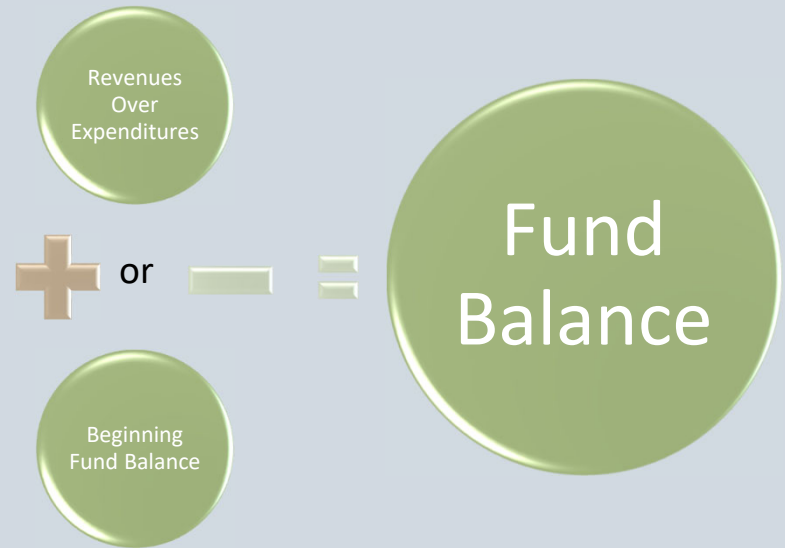


Fiscal Process – What is Fund Balance?

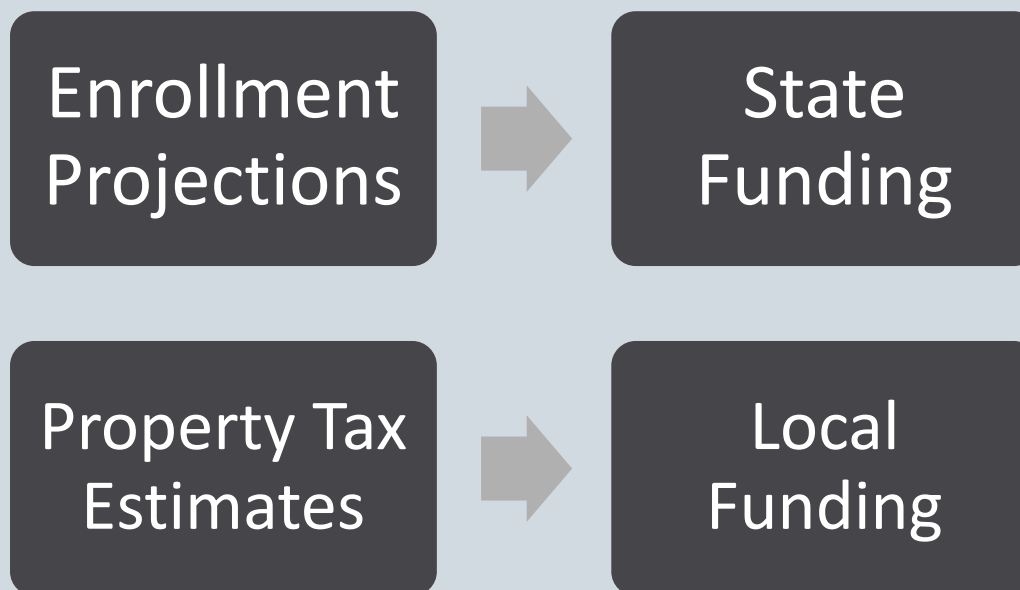
Annual Process Budget to Actual



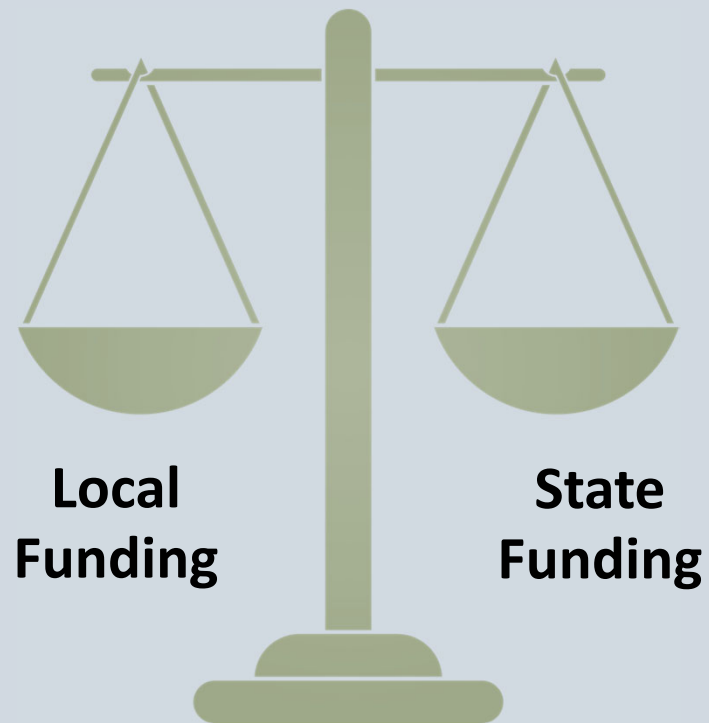
Accumulated Results



Estimating Revenues



Funding Formula

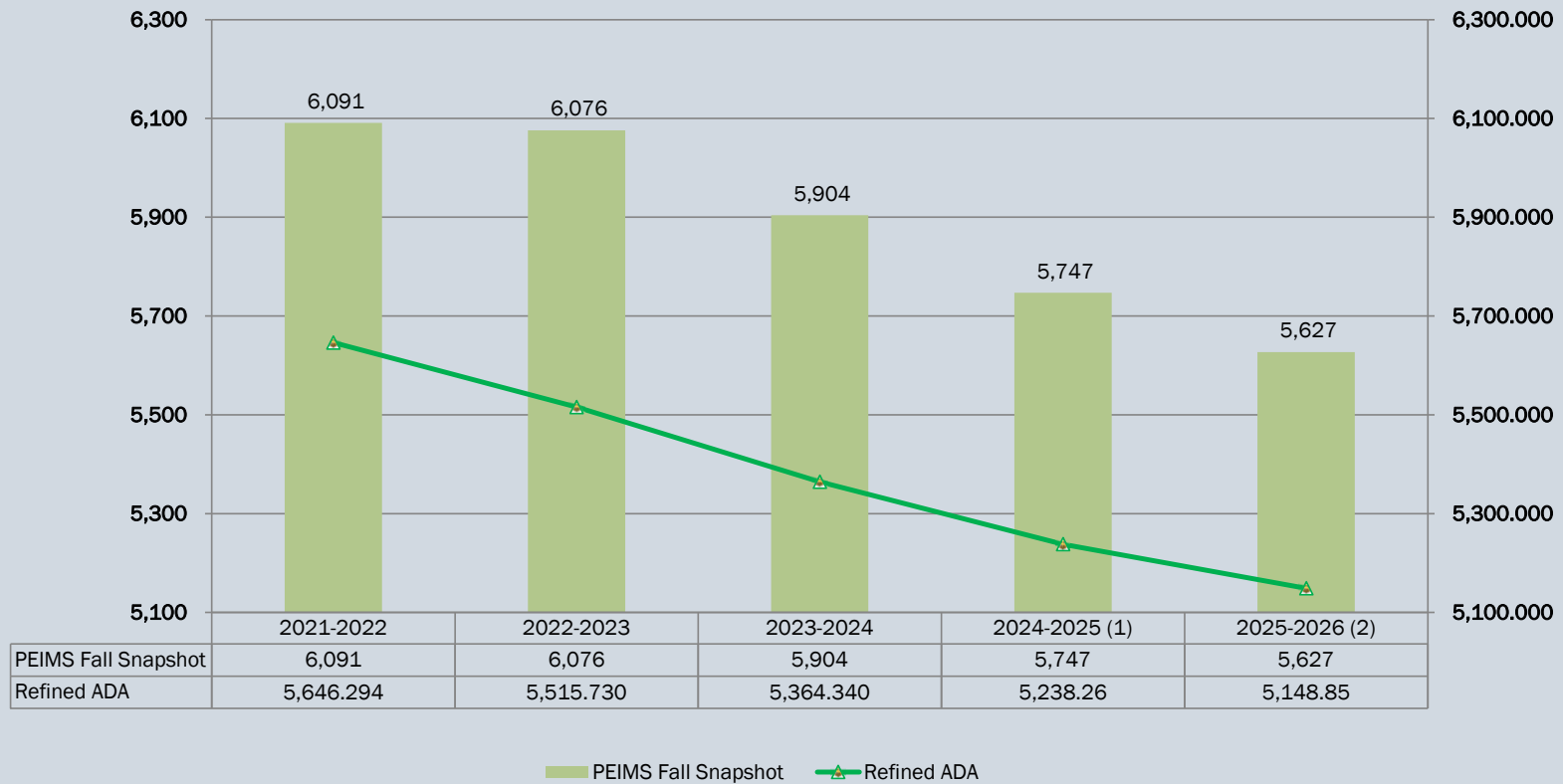


FY26 Enrollment Projections

Campus	2025 Enrollment At Snapshot	2026 Preliminary Enrollment	Change
Canutillo High School	1,442	1,398	(44)
Northwest Early College HS	373	398	25
Canutillo Middle School	717	648	(69)
Alderete Middle School	571	599	28
Canutillo Elementary	480	465	(15)
Davenport Elementary	304	308	4
Damian Elementary	473	444	(29)
Childress Elementary	386	379	(7)
Garcia Elementary	424	437	13
Reyes Elementary	577	551	(26)
Total	5,747	5,627	(120)

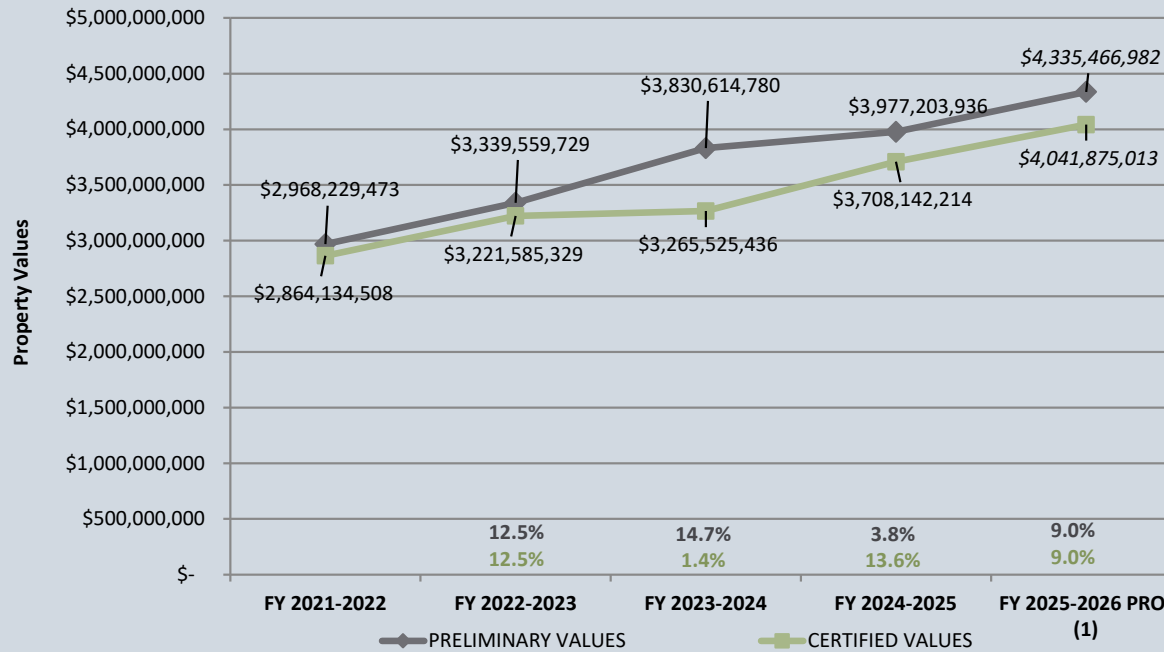
Enrollment projections for 2025 are based on the rollup by grade level from the 2024 snapshot, enrollment grades EE – K remained constant

Historical Enrollment and ADA



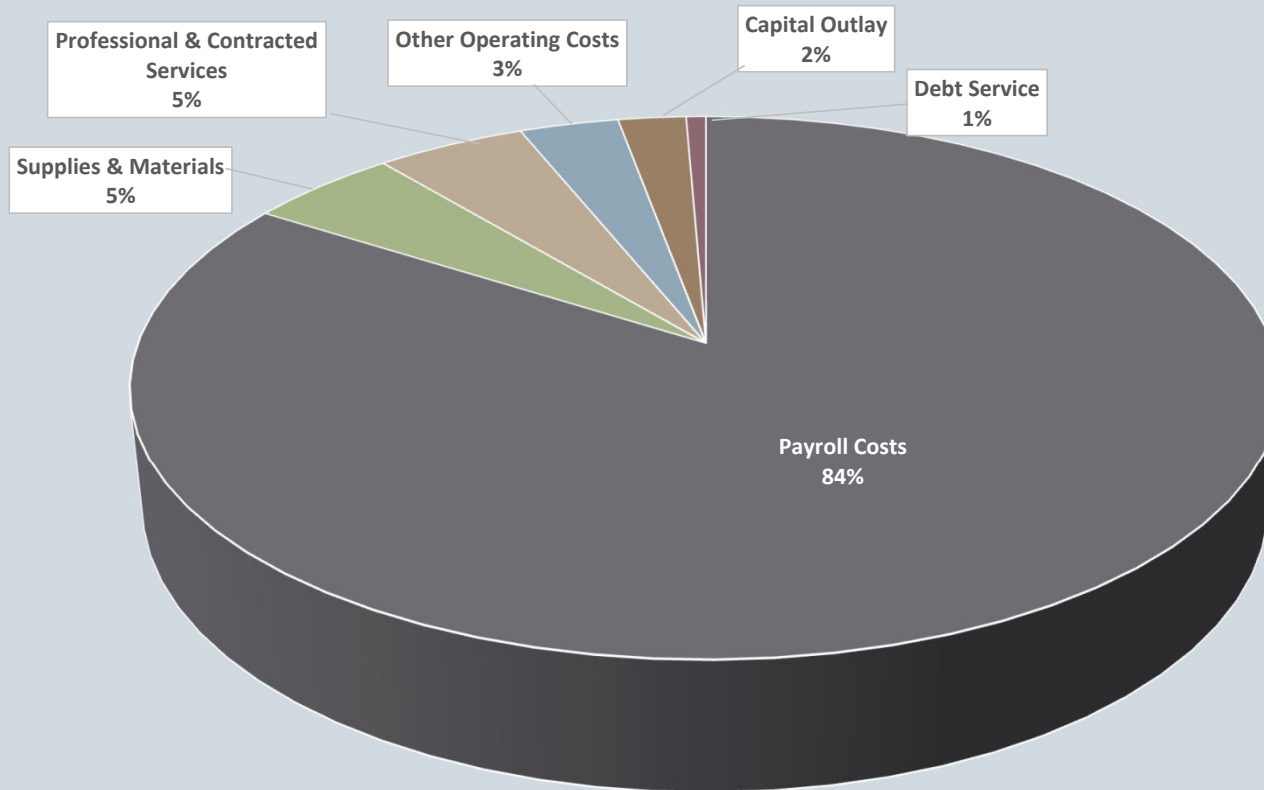
- (1) ADA is projected at **95.1%** of enrollment and on October 2024 snapshot
- (2) 2026 enrollment is based on the 2025 rollover for grades K-12 and prior years enrollment for grades EE-PK and **94%** attendance rate

PROPERTY TAX VALUE TRENDS



(1) Projected values calculated at an estimated 6.8% decrease from the 2025 preliminary values as of April 26, 2025, the average for the past 5 years

Budget Allocation



FY26 Proposed Budget Allocation by Campus

Organization Name	Organization	2024 - 2025 Adopted Personnel	2024 -2025 Adopted Operation	2024-2025 Adopted Budget	2025 - 2026 Proposed Personnel	2025 -2026 Proposed Operation	2025-2026 Proposed Budget	Increase (Decrease)
Canutillo High School	001	9,788,452	659,466	10,447,918	9,364,923	502,472	9,867,395	(580,523)
Northwest Early College H.S	003	2,580,794	351,604	2,932,398	2,494,636	305,394	2,800,030	(132,368)
Canutillo Middle School	041	4,796,668	129,217	4,925,885	4,186,027	225,986	4,412,013	(513,872)
Alderete Middle School	042	4,398,131	196,044	4,594,175	3,725,233	226,358	3,951,591	(642,584)
Canutillo Elementary	101	3,700,934	92,191	3,793,125	3,576,787	82,396	3,659,183	(133,942)
Davenport Elementary	102	2,602,502	53,739	2,656,241	2,658,237	57,589	2,715,826	59,585
Damian Elementary	103	3,651,531	90,952	3,742,483	3,591,261	67,996	3,659,257	(83,226)
Childress Elementary	104	3,331,203	122,017	3,453,220	3,227,870	71,402	3,299,272	(153,948)
Garcia Elementary	105	3,359,098	78,936	3,438,034	3,233,758	71,740	3,305,498	(132,536)
Reyes Elementary	106	3,686,485	145,624	3,832,109	3,511,430	122,577	3,634,007	(198,102)
Summer School/Additional Enrollment	699	-	80,000	80,000	0	80,000	80,000	0
Total Campuses		\$ 41,895,798	\$ 1,999,790	\$ 43,895,588	\$ 39,570,162	\$ 1,813,910	\$ 41,384,072	\$ (2,511,516)
		95%	5%		96%	4%	Net Average:	-5.72%

FY26 Projected Budget Deficit

Projected Deficit (March 18, 2025)	\$ (6,302,353)
Conservative Projections <i>(ADA, Tax Collections, Student Demographics)</i>	(1,483,321)
Budget Reductions <i>(RIF/Operations)</i>	3,311,684
Health Care Plan Savings*	500,000
Real Estate Transactions (Projected)	2,000,000
Allocating Custodial Services to Child Nutrition	511,824
Projected Deficit	\$ (1,462,166)
<i>*Pending Health Care District Contribution Increase to be discussed in June</i>	

FY2026 General Fund Projections

Revenues	\$	62,561,310
Operating Expenditures		<u>(64,023,476)</u>
Projected FY2026 (Deficit)		(1,462,166)
Fund Balance		
Beginning Total Fund Balance		<u>13,066,072</u>
Ending Total Fund Balance		11,603,906
Administration Assigned FB - Health Care Infusion		(1,000,000)
Administration Assigned FB - Technology Refresh		<u>(2,320,000)</u>
Ending Unassigned Fund Balance	\$	<u>8,283,906</u>
1 Day of Operations	\$	175,407
Optimum Unassigned Fund Balance (90 Days)	\$	15,786,611
Days of Fund Balance		47

Budget by Function

FUNCTION	DESCRIPTION OF FUNCTION	2024-2025 ADOPTED BUDGET	2025-2026 PROPOSED BUDGET	INCREASE (DECREASE)	PER STUDENT AT PROJECTED ENROLLMENT OF 5,627
11	Instruction	38,343,135	36,953,147	(1,389,988)	6,170
12	Instructional Resources & Media Svcs	828,435	797,251	(31,184)	133
13	Curriculum & Staff Development	776,851	623,357	(153,494)	104
21	Instructional Leadership	1,190,498	865,861	(324,637)	145
23	School Leadership	4,135,158	4,027,925	(107,233)	673
31	Guidance, Counseling, & Evaluation Sv	2,559,745	2,469,983	(89,762)	412
32	Social Work Services	149,828	210,665	60,837	35
33	Health Services	1,039,882	953,734	(86,148)	159
34	Student Transportation	2,154,176	2,082,422	(71,754)	348
36	Extracurricular Activities	1,862,554	1,938,087	75,533	324
41	General Administration	3,457,431	2,927,895	(529,536)	489
51	Facilities Maintenance and Operations	7,004,799	5,980,010	(1,024,789)	998
52	Security and Monitoring Services	1,400,964	1,227,390	(173,574)	205
53	Data Processing Services	1,937,456	1,716,205	(221,251)	287
61	Community Services	20,901	15,001	(5,900)	3
71	Debt Service	457,096	617,348	160,252	103
81	Facilities Acquisition and Construction	45,300	5,000	(40,300)	1
99	Other Intergovernmental Charges	584,196	612,196	28,000	102
M&O BUDGET TOTALS		\$67,948,405	\$64,023,476	(\$3,924,929)	\$10,691

Legislative Update – Bills of Interest

Pending Legislative Action

Senate Committee Substitute to House Bill 2

- Teacher Compensation
- Teacher Preparation, Certification, and Rights
- Special Education
- Early Learning
- CTE
- School Safety Allotment increase
- School Finance Reform
 - \$55 basic allotment increase
 - Small and Mid-size allotment increase

*Estimated additional revenue – \$2.8M of which \$2.5M will be earmarked for specific allotments only **\$300K** will be available as a general increase*



2025 – 2026 Budget Calendar

Activity Description	Month	Owner
Special Board Meeting - Additional Meetings to Discuss Budget Recommendations (as needed)	May	BOT Cabinet FS
Notice to discuss and adopt the budget and the proposed tax rate	June	FS
Publish Notice of Public Meeting to Discuss Budget and Proposed Tax Rate in newspaper	June	FS
Board Meeting Approval of District Budget	June	BOT
Board Meeting Approval of the District's Tax Rate - Based upon certified property values provided by the Central Appraisal District	September	BOT



Questions & Comments

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

The meeting was called to order at **6:00PM**

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

Pledge of Allegiance and Texas Pledge were led by the student advisors, Theodore Locklin and Jacob Lozano.

1.D. Roll Call

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

Trustees Absent: Borrego (She called ahead to mention she would be unable to attend.)

1.E. CISD Vision and Mission Statements

Trustee Ortega led the CISD Mission, followed by Trustee Barnes with the Vision Statement.

2. BOARD HONORS

2.A. Performance from the Canutillo High School Student Musicians Who Qualified for the Texas State UIL Solo and Ensemble Competition: Evelyn Blair in Flute. Leyla Vasquez in Clarinet and Brandon Lara in Euphonium.

Mrs. Christina Rodriguez from the Public Information Office introduced Evelyn Blair and mentioned that Leyla Vasquez and Brandon Lara were unable to perform at the meeting.

2.B. Recognition of Canutillo High School Student Musicians Evelyn Blair, Leyla Vasquez, Brandon Lara, Oriana Mason, Keila Salayandia, and Diego Diaz for Earning a Division 1 Rating at the Recent Regional UIL Solo and Ensemble Competition.

Evelyn Blair got recognized in front of the board members.

2.C. Recognition of Canutillo High School student Cash Johnson and The Hospitals of Providence Project Search program for the impact being made among special needs students. Johnson is the first Project Search student in the country to receive a Pharmacy Training License.

Mr. Nathan Worley from the Hospitals of Providence and Mrs. Elvia Moreno gave a few words regarding cash and Project Search.

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.

Chelsea Anchieta - JDE Counselor – Mrs. Anchieta spoke about the proposed cuts. She mentioned that students need counselors at the schools. She mentioned that counselors also teach the students and support them with different issues. Counselors are safe persons whether it is on a 1:1 setting or in groups with students.

Heather Atherton - JDE Teacher – Mrs. Atherton supports Ms. Anchieta and proceeded to enlist the various ways Ms. Anchieta supports students.

Cynthia Wiltshire – UTEP Early Childhood Education Professor – Regarding Elimination of Pre-K Program. Mrs. Wiltshire addressed the board regarding the importance of early childhood education and how it impacts students' lives.

Sarah Rios – Regarding Pre-K Elimination – CES Pre-K3 program. Mrs. Rios emphasized how early childhood education creates strong foundations for students by giving them knowledge and support that will be needed at later stages of their development.

Alejandra Diaz Vidal – Pre-K Program - Parent of 2 students at RES. Mrs. Diaz Vidal stressed the importance of the Pre-K3 program as well as how it helps identify students' needs at an early stage.

Lorena Gutierrez - Regarding the Montessori Program – Mrs. Gutierrez mentioned that the Montessori program, ending this school cycle, will be the first generation in the EL Paso region. She explained the components of the Montessori program and how they will prepare students for the rest of their lives.

Guadalupe Montanez - DDE Principal – Regarding Deanna Davenport and the Montessori Program. Mrs. Montanez acknowledges the board is facing difficult decisions. However, she wants to advocate for DDE as she mentioned that in the past 7 years, there has been uncertainty on whether or not DDE will be closing, which affects student and employee morale. She wants to mention that with the upcoming new Deanna Davenport construction and students being currently waitlisted to join the Montessori program, she asks the board to postpone the possible closing of DDE.

4. PUBLIC HEARING-OTHER

4.A. Public Hearing Will be Held on Feb. 25, 2025, regarding the **2023-2024 District Annual Board Report**. The Public Will Be Invited for Public Comment.

Mrs. Jessica Harrison Presented the 2023-24 District Annual Report alongside Dr. Kerney and Dr. Arellano. Mrs. Harrison answered questions from the board as the presentation progressed. Board asked questions regarding student performance as well as how it compares to previous years.

Floor was open for public comment/questions.

No questions from the audience/community.

5. BOARD OF TRUSTEE BUSINESS

5.A. Quarterly Update From PROCEDEO

Ernesto Ortiz – Project Director for the PROCEDEO group. Mr. Ortiz presented to the board on the bond website, program dashboard, timeline, schedule, and new risks they face due to the new federal administration. Mr. Ortiz reminded the board as well as the community that there are quarterly updates and that the bond website updates as completion continues. Board members raised concerns as to how tariffs are going to affect the budget. The board also questioned whether contingency funds would be used to make up for increased tariffs. Board members expressed dissatisfaction over some of the recommendations for bond interest expenses.

5.B. Discussion and Possible Action: To consider and address the Superintendent and Administration’s recommendation to approve and continue with the Program Changes under Policy DFFB (Local) previously authorized by Board resolution. This includes consideration of additional staffing adjustments at the elementary level if Deanna Davenport Elementary (DDE) is closed and consolidated with another campus. Additionally, authorization is sought to implement a reduction in force in the following employment areas, as proposed by the Superintendent:

Mr. Steve Blanco advised the board that it is their discretion to either approve all items at once with a single motion or go item by item to consider approval and make individual motions.

Board Members decided to take each item individually to allow for discussion on possible consequences.

1. Central Office/Departments (includes all non-campus locations) Reorganization and restructuring

Mrs. Barnes mentioned that she had individual discussions with Mrs. Carrasco about Central Office/Department Reorganization and mentioned that the Nursing Coordinator position was included as a central office position.

Mrs. Maldonado sought clarification about the departmental breakdown of cuts and savings and inquired about why some of the cuts are presented as estimates instead of a definitive amount.

Trustee Barnes made a motion to approve the central office reorganization with the exception of the nurse coordinator position to be discussed at the time of discussing the nurses. No Second for the motion, Motion Dies.

Trustee Maldonado made a motion to approve the list as is, for the central office/departments reorganization list as presented by Mrs. Carrasco. Second by Mr. Rodriguez.

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

2. Career and Technical Education (CTE) Department – Reorganization and restructuring.

Mrs. Maldonado requested clarification whether it was the CTE program or just a change to the program. Dr. Galaviz and Mrs. Carrasco clarified that it will only be a change to the CTE program and that in order to preserve employee dignity no other details could be made public.

Mrs. Barnes made a motion to approve the CTE program modification, Second by Mrs. Ortega

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

3. Library Programs Redesign– Program change.

Mrs. Maldonado asked questions about the library and how the redesign would affect the library if, for example, there was a library employee absence.

Board members had questions about how librarian cuts would impact campus function and how the administration will select who remains or gets to keep their job.

No Motion, the board wants to revisit the item after other items of the list are voted on.

Mrs. Barnes made a motion to approve the administration's recommendation. Second, By Mr. Martinez

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

4. Counseling Program Redesign - Program Change

Mr. Martinez made a motion to remove Counseling Program Redesign from the list.

Dr. Reyes clarified that 3 of the social workers are funded with the Stronger Connections grant. She also mentioned that social workers work in a more “Inclusive and intrusive” way as compared to counselors.

Board of trustees expressed concerns over only having 3 counselors sharing the district workload.

Mr. Martinez reiterated his motion is to remove the item from the list of program changes. Second by Mrs. Zuniga.

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

5. Secondary Program Offerings Redesign - Program Change

Motion to approve as is by Mrs. Maldonado, Seconded by Mrs. Barnes

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

6. Campus Reorganization and Restructuring / Staffing - Program Change (elementary & secondary campuses)

Mrs. Maldonado requested clarification on whether the program change would be district wide or at a specific campus. The student advisor inquired if the list of affected personnel could be made public. Mrs. Carrasco and Mr. Blanco mentioned that at the time, there is no definite list as personnel is being placed different opportunities as vacancies become available.

Motion made by Mrs. Barnes to approve program changes as presented. Second By Mrs. Ortega.

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

7. Elementary Music Program Redesign - Program Change

The board raised questions about how the program changes would take effect or be implemented. Mrs. Barnes asked if Elementary music teachers fill the vacancy at CHS. Mr. Andres Rodriguez and consultant Marty Olivas mentioned that the goal is to build the fine arts program district-wide. He mentioned that long-term plans are to incorporate a variety of programs such as orchestra, band, mariachi, etc. Mrs. Maldonado stressed that music is a motivator for a lot of students to attend school. She also raised questions about why the district needs to have a consultant for music.

Mrs. Maldonado stated for the record, “Can you please note that I am in disagreement with a band director at the high school and a consultant at the high school, I think that is top-heavy, and this is what the community is against.”

Mrs. Barnes made a motion to follow the recommendation for Elementary Music Program redesign – for 3 music teachers to share the 6 elementary and 1 staff member to be relocated/designated to the high school. Mrs. Ortega seconded the motion.

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

8. Nursing and Health Services District-Wide – Program change.

The Board brought forward questions about how the LVN program would work as well as a possible situation in which the nurses might be pulled to other duties from the campus.

Mrs. Barnes motioned to approve option 1, 3 RNs and 7LVNs. Mrs. Maldonado Seconded the motion.

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

9. DDE Campus closure and consolidation

Motion to remove the item from the list made by Mrs. Zuniga. Second by Mr. Roriguez.

Mrs. Maldonado inquired about the cost of keeping the school open versus consolidating it with another campus. Mr. Martinez asked questions about breakdown of cost savings vs expenses of busing students to another campus in case of consolidation.

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

10. Pre-K Program elimination

Mrs. Maldonado made a motion to keep the pre-k3 program removed from the list. Second by Mrs. Zuniga.

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

11. Montessori Program elimination

Mr. Martinez motioned to go with the administration's recommendation. Mrs. Barnes seconds the motion.

Board asked administration questions related to program enrollment, cost associated, funding for the program, as well as how many students qualify and are given funding by the district.

Mr. Martinez removed his motion from the table.

Mrs. Maldonado made a motion to remove the item from the elimination list. Second by Mrs. Barnes.

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

6. CONSENT AGENDA-VOTING

6.A. BUSINESS SERVICES

6.A.1. Approval of the Meeting Minutes

6.A.1.a. Approval of the March 4, 2025 SBM/Workshop Meeting Minutes

6.A.2. Approval of the Monthly Donations

6.A.2.a. Board Acceptance of the February 2025 Donations Report

6.A.3. Approval of the Budget Amendments

6.A.3.a. February 2025 Budget Amendments

6.B. CURRICULUM AND INSTRUCTION

6.B.1. Approval of CREED Grant MOU between Canutillo ISD and CREED for the Academic year 2025-2026

6.B.2. Approval of Professional Services Contract between Canutillo ISD and TNTP, Inc. for Academic Year 2025-2026

Motion to approve the consent agenda as presented by the administration made by Mrs. Maldonado and seconded by Mrs. Barnes.

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

7. ADJOURNMENT

The meeting was adjourned at **11:48 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **05/27/2025**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. **GENERAL FUNCTIONS-OTHER**

1.A. Call to Order

The meeting was called to order at **6:00 PM**

1.B. Pledge of Allegiance

1.C. Texas Pledge of Allegiance

The Pledge of Allegiance and the Texas Pledge were led by Noah and Mason Anchieta from Jose Damian Elementary

1.D. Roll Call

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

Trustee Martinez arrived late at 6:07 PM. He called the superintendent since he was stuck in traffic.

1.E. CISD Vision and Mission Statements

Mrs. Borrego read the district Vision Statement, and Mrs. Maldonado read the Mission Statement.

2. **BOARD HONORS**

2.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.

2.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.

Mr. Reveles presented the board honors recipients for the district science fair, as well as honoring campuses with a purple Star designation. Photo-ops followed.

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.

Addilyn Engstrom – RES Student – Regarding the importance of retaining RN's at CISD.

She mentioned that as a student with health needs, she relies on the school nurse to monitor her condition. Addilyn mentioned that RN's have the necessary training to assist students in their condition as well as students with different illnesses.

Jennifer Carrera – Nurse Coordinator – Mrs. Carrera expressed concern with possible changes to the nursing model. She mentioned that the district might not be able to find enough LVNs to cover all the campuses.

Julie Scott - Co-Chair of the School Health Advisory Council (SHAC) – Mrs. Scott proceeded to read a resolution created by SHAC regarding the nursing model and possible staffing changes.

Marilu Villegas – Parent of SPED student advocating for student needs – Mrs. Villegas mentioned that her student has increasing needs and that the current school nurse has been well prepared for her student's needs.

Natalie Day – RES Student – Natalie mentioned to the school board that RNs are vital to the school. Her message was “if you save our nurses, you save our lives”.

Jannine Fierro – Parent, Registered Nurse and Community Member - She mentioned that board decision to transition from RNs to LVNs is placing students' lives at risk. She mentioned that there are currently no procedures in place for such a transition. She shared how she had to perform CPR in a family member on campus in the past and that her knowledge as an RN which ultimately saved their life. She mentioned there is an increase of students with chronic illnesses since the pandemic.

Gabriela Portillo - JDE Registered Nurse - She wants to advocate for the campus and students. She mentioned that since many of the school population are low income she is their primary source of medical care. She also mentioned that JDE has multiple SPED units that require special services provided by an RN. She mentioned students in her campus have needs such as tube feeding, medicine administration and monitoring, seizures, type 1 diabetes, and insulin administration. Mrs. Portillo mentioned that proposed nursing model with 7 LVNs being supervised by 3 RNs is also risking their licenses.

Sandra Day – Parent of 3 students - She continued the resolution that was previously introduced by Mrs. Julie Scott.

Romeo Fierro – Parent and Public School Teacher – Mr. Fierro raised the questions to the board about what the plan is to cover nurse absences, who will cover the RN's

absences. What will happen in case of medical emergencies?

Alejandra Alvarez – New School Traffic – Mrs. Alvarez addressed the board for traffic conflicts on Strahan Rd. Mrs. Alvarez mentioned that Strahan is considered a small road compared to Upper Valley, which is designed to handle heavier traffic. She wants to bring awareness to the fact that Strahan would be unable to handle traffic since it has one way in and one way out.

Victor Villalobos – Strahan Rd. – Mr. Villalobos mentioned that Upper Valley Road was constructed to handle heavier traffic and can accommodate more vehicles without causing backup traffic. He mentioned that on behalf of the Strahan Neighborhood Association he asks the board to reconsider the original traffic outlet at Upper Valley Rd.

Gerard Lee – Representing Laguna Meadows HOA – Mr. Lee stated for the record: “also the Laguna Meadows HOA would like for the latest upper valley road traffic study to be discussed at the next CISD board meeting and that discussion be recorded for the record as well uh as for me myself I'm a retired educator of 40 years in Texas and New Mexico and I've lived in Laguna Meadows for almost 21 years and I've seen things change drastically along Upper Valley Road in our neighborhood uh in in the area in general it's just it's not what it used to be it was kind well uh as for me myself I'm a retired educator of 40 years in Texas and New Mexico and I've lived in Laguna Meadows for almost 21 years and I've seen things change drastically along Upper Valley Road in our neighborhood uh in in the area in general it's just it's not what it used to be it was kind of a comfortable quiet country place when I moved there it's not anymore and uh I uh hear the previous speakers talking about uh Upper Valley Road being a better place to handle traffic for these new schools and and that might be the case i'm not here to make that argument one way or the other our concern at um at Laguna Meadows HOA is the entrance to the school you guys on the plans that we have seen have put that entrance directly across the street from the entrance to our neighborhood that just can't happen we can't allow that to happen um if you don't live in that area you need to go out there some morning during rush hour and watch the traffic on Upper Valley Road it's crazy and those of us who live in that neighborhood have to literally fight our way out on the upper valley road so we can get started to work and school and the other places that we have to go for during during rush hour that the traffic is just unbelievable it's not that way all day long but it's going to be that way when kids are coming to school now you guys are going to add another 500 cars god knows how many kids and all sorts of chaotic situations and confusion people coming people going people trying to exit our neighborhood people coming to school people leaving the school not to mention the already crazy people that are going down upper valley road you guys live here in El Paso

you know what people do the crazy things that they do when they get stuck in a long line of vehicles well I'm I stood out there this morning and watched all sorts of craziness go on and traffic was backed up from Artcraft all the way past and beyond the entrance to our neighborhood that's what all the schoolgoers there are going to have to deal with that's what the people who live in are going to have to deal with are you telling me that I'm done yes sir we have a petition with more than 200 signatures on it asking you not to put the entrance to that school across the street from our school or from our neighborhood otherwise we're going to have to continue to try to stop you from doing it”

Laura Strathmann - Opposes the use of Strahan Rd. as an access road for Canutillo Middle School. Adding a second school is a hazard as JDE is on the same road. Original plans for CMS are designed with it facing Upper Valley Rd. Mrs. Strathmann mentioned that on behalf of the Strahan Neighborhood Association, they request that the board to honor their petition.

Mr. Dion Dorado - Mr. Dorado mentioned that he wanted to talk about 3 topics. He mentioned that he has been a community member since 1983. He started by reminding the school board that they were elected by the community to oversee the school district's management. He mentioned that it is the superintendent's job to manage the day-to-day operations and ensure they are observing board policies. He mentioned that he feels there are issues of micromanagement that happen when there is a lack of trust, a need for control, and inexperience, which is not good for the district. He also stated that local government code calls for the removal of officers due to incompetency. He also raised questions to the board about the removal of the internal auditor position. He mentioned that an internal auditor is needed to prevent problems with the superintendent and for the taxpayers.

Alexandra Ortiz – JDE Parent - Student is a type 2 diabetic, and the school RN has helped in multiple situations, such as helping keep her student monitored at school. She stated that for the students' safety, she urges the board to reconsider retaining the nurses

Chief Fernando Martinez - Introduction to the Board – Chief Martinez introduced himself and shared his excitement to work with the Canutillo Community. He invited the community and the board to attend the “Cafecito with the chief” event happening on Thursday, April 24th

4. **BOARD OF TRUSTEE BUSINESS**

4.A. Northwest Early College High School-Design Development Presentation
Mrs. Renee Jimenez, president of MNK Architects, provided an update on the design process.

Mrs. Maldonado clarified that bond money cannot be used to address the current district deficit.

She also raised concerns over what has been done by MNK to help alleviate over budget predictions for NWECHS.

Mrs. Maldonado asked why the square footage and overall cost increased. She reiterated that when the bond was passed, community input was taken into consideration and that MNK and PROCEDEO need to stay in budget to meet community expectations.

Or Ortiz mentioned that they are working with the architectural firm to balance the building budget. He assured the board that they will meet the building budget as the project advances. He mentioned that, as they are in the design phase, this is normal. Once the construction phase is reached, they can address the budget more appropriately.

Mr. Martinez stressed that they need to stay within the budget. He also mentioned that it is not normal to exceed the proposed allocated budget. Mr. Martinez is afraid that the administration is losing control of the project.

Mr. Rodriguez is concerned that the same mistakes that were present with CHS construction might happen.

4.B. Deanna Davenport Elementary School-Design Development Presentation
Pfluger Architects presented to the board of trustees on design concepts and building materials ideas.

Trustee Maldonado inquired about the material portrayed on the design, which looks like grass. Pfluger personnel clarified that it was turf to provide an open space for the students.

Mr. Martinez raised concerns over the upgrade to the HVAC system and the 2.5 million costs associated with it. Mr. Ortiz mentioned that the VRF system being installed is highly efficient and will also be added to the new sites for middle schools and elementary school.

Mrs. Ortega recommended keeping the trustees and the community on the loop for the construction as this was a hefty bond, and they need to keep up with communication the way they have done so.

Mr. Rodriguez asked that during the construction process, they don't seek to cut costs by decreasing the quality of materials.

Pfluger representatives also answered questions regarding future traffic flow for the DDE site.

5. **CONSENT AGENDA-VOTING**

5.A. *BUSINESS SERVICES*

5.A.1. Approval of the Meeting Minutes

5.A.1.a. Approval of the March 18, Board Workshop Meeting Minutes

5.A.2. Approval of the Monthly Donations

- 5.A.2.a. Board Acceptance of the March 2025 Donations Report
- 5.A.3. Approval of the Budget Amendments
 - 5.A.3.a. March 2025 Budget Amendments
- 5.A.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.
- 5.A.5. Approval of the Recommendation to Contract RFP 2025-7B Moving Services for Canutillo ISD 2024 Bond Referum Projects to Central Transportation Systems
- 5.A.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
- 5.B. *CURRICULUM AND INSTRUCTION*
 - 5.B.1. Approval of Certification of Provision of Instructional Materials Survey 2025-26
- 5.C. *HUMAN RESOURCES*
 - 5.C.1. Approval of Contracts for Administrators and Other Certified/Non-Certified Administrators and Professionals for the 2025-2026 School Year
 - 5.C.2. Approval of Teacher Contracts for the 2025-2026 School Year

Motion by trustee Maldonado to approve the consent agenda as presented. Second by Mrs. Zuniga.
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes
Motion Passes.

**6. EXECUTIVE SESSION Closed at 8:32 PM
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)

- 6.A. Receive and Discuss Intruder Detection Audit Report Findings for District campus.

6.B. **Secondary Program Offerings Redesign:**

6.B.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

6.B.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

6.C. **Campus Reorganization and Restructuring:**

6.C.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

6.C.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. Perez, DDE teacher

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

6.D.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

6.D.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

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

6.E.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

6.E.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

6.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].

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

6.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.

6.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.

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

7. **NEW BUSINESS (continued); OTHER** **Meeting Resumed at 11:04 PM**

7.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.

The board was provided with an update and action plan from Chief Martinez.

No action to be taken

7.B. **Secondary Program Offerings Redesign:**

7.B.1. Discussion and possible action regarding 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

Motion to approve the administration's recommendation to issue notice of non-renewal to S. Sommerville, AMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Barnes

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes

Motion Passes.

Motion to approve the administration's recommendation to issue notice of non-renewal to C.Ontiveros, AMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Martinez

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes

Motion Passes.

Motion to approve the administration's recommendation to issue notice of non-renewal to P. Padilla, AMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Ortega

Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes

Motion Passes.

Motion to approve the administration's recommendation to issue notice of non-renewal to J.Villalobos, AMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Ortega

Barnes-Yes, Borrego-Yes, Maldonado-No, Martinez-Yes, Ortega-Yes,

Rodriguez-Yes, Zuniga-Yes
Motion Passes.

Motion to approve the administration's recommendation to issue notice of non-renewal to M. Bumgardner, CMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Barnes
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

Motion to approve the administration's recommendation to issue notice of non-renewal to M.Crocker, CMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Barnes
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

Motion to approve the administration's recommendation to issue notice of non-renewal to B.Brandenburger, CMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Barnes
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

Motion to approve the administration's recommendation to issue notice of non-renewal to G.Ocanas, CMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Barnes
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

Motion to approve the administration's recommendation to issue notice of non-renewal to G.Moran, CMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Barnes
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

Motion to approve the administration's recommendation to issue notice of non-renewal to L.Anchondo, CMS teacher.

Motion by Trustee Borrego, Seconded by Trustee Ortega
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

- 7.B.2. Discussion and possible action regarding 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

Motion to approve the administration's recommendation as presented. Motion by Trustee Borrego, Seconded by Trustee Martinez
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

7.C. **Campus Reorganization and Restructuring:**

- 7.C.1. Discussion and possible action regarding 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

Motion to approve the administration's recommendation as presented. Motion by Trustee Borrego, Seconded by Trustee Barnes
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

- 7.C.2. Discussion and possible action regarding 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. Perez, DDE teacher

Motion to approve the administration's recommendation as presented. Motion by Trustee Borrego, Seconded by Trustee Ortega
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-No
Motion Passes.

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

7.D.1. Discussion and possible action regarding 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

No Motion – No Action

7.D.2. Discussion and possible action regarding 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

No Motion – No Action

7.E. Regular Non-renewals / Terminations:

7.E.1. Discussion and possible action regarding 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

Motion to approve the administration's recommendation as presented. Motion by Trustee Borrego, Seconded by Trustee Maldonado
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes
Motion Passes.

7.E.2. Discussion and possible action regarding 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

Motion to approve the administration's recommendation to terminate the probationary contract of J. Moss, Counselor CHS as presented. Motion by Trustee Borrego, Seconded by Trustee Ortega
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes
Motion Passes.

Motion to approve the administration's recommendation to terminate the probationary contract of A. Barrios, Counselor CHS as presented. Motion by Trustee Borrego, Seconded by Trustee Maldonado
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes
Motion Passes.

7.F. Discussion and possible action to address the potential sale of District property identified as [RFO 2025-18 Possible Sale of Property 6300 Strahan Road]. Bids were received by the district and the administration is requesting authorization to complete the evaluation of bids and to bring back a recommendation at a future meeting as soon as possible.

Motion to approve the administration's recommendation as presented. Motion by Trustee Borrego, Seconded by Trustee Martinez
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,

Rodriguez-Yes, Zuniga-Yes
Motion Passes.

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

Motion for the board to authorize administration to continue discussions with El Paso Community College along the terms that were discussed in closed session. Any final agreement will be brought back to the board for approval.

Motion to approve the administration's recommendation as presented. Motion by Trustee Borrego, Seconded by Trustee Zuniga
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

- 7.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.

Administration asks the board to authorize administration to continue negotiations with the county on the terms discussed in closed session and to bring a final proposal back to the board for approval.

Motion to approve the administration's recommendation as presented. Motion by Trustee Borrego, Seconded by Trustee Ortega
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

- 7.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.

Recommendation for the board to authorize the administration and legal counsel to continue the discussions with the owner and to bring back any final proposal at a future meeting for approval.

Motion to approve the administration's recommendation as presented. Motion by Trustee Borrego, Seconded by Trustee Maldonado
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes,
Rodriguez-Yes, Zuniga-Yes
Motion Passes.

- 7.J. Discussion and Possible Action for the Contract of Superintendent Pedro Galaviz Including Possible Revisions and Amendments to the Current Agreement.
Recommendation for the board to authorize counsel and board president to finalize proposed agreement that Dr. Galaviz presented to the board and to bring it back for final approval at a future board meeting on the terms discussed in closed session.
Motion to approve the administration's recommendation as presented. Motion by Trustee Borrego, Seconded by Trustee Ortega
Barnes-Yes, Borrego-Yes, Maldonado-Yes, Martinez-Yes, Ortega-Yes, Rodriguez-Yes, Zuniga-Yes
Motion Passes.

8. **ADJOURNMENT Meeting was adjourned at 11:26 AM**

The meeting was adjourned at 11:26 PM under unanimous consent.

Presented to the Board of Trustees for approval on May 27, 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.

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: May 27, 2025

Subject/Title for Agenda Posting: Board Acceptance of the April 2025 Donations Report

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

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

Staff Responsible: Cristina Pulley
Signature of Requester(s)
Cristina Pulley
Signature of Presenter(s)
Elizabeth B. Sida 05/08/2025
Business Services Approval (Initials) *Date*

Agenda Summary:
The Financial Services Department presents the following donations reported to Finance in April 2025.

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

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

AMOUNT(S): \$10,928.29

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): April 2025 Donations Report

SIGNATURE CERTIFICATE



REFERENCE NUMBER

C8129FCA-EBA7-4FD7-B46D-2608FED8A1F6

TRANSACTION DETAILS

Reference Number

C8129FCA-EBA7-4FD7-B46D-2608FED8A1F6

Transaction Type

Signature Request

Sent At

05/23/2025 11:22 EDT

Executed At

05/23/2025 14:02 EDT

Identity Method

email

Distribution Method

email

Signed Checksum

8b0816437a6169b9714b2ce0451fee9eef25264b6a57bd191a8ac1eb5336ab0

Signer Sequencing

Disabled

Document Passcode

Disabled

DOCUMENT DETAILS

Document Name

Complete Executive Summary Donations April 2025

Filename

Complete_Executive_Summary_Donations_April_2025.pdf

Pages

24 pages

Content Type

application/pdf


File Size

14.1 MB

Original Checksum

7ba4a329cf0ff87ba60421f70ef770885360d9813497c021994f67bd7f60edbb

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Cristina Pulley</p> <p>Email cpulley@canutillo-isd.org</p> <p>Components 23</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 39e299d9e74bea4cd78e749e5bbadd33a4ca08ad89e52aa5e5feadc265ac692d</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID 3674C517</p>	<p>Viewed At 05/23/2025 13:59 EDT</p> <p>Identity Authenticated At 05/23/2025 14:02 EDT</p> <p>Signed At 05/23/2025 14:02 EDT</p>

AUDITS

TIMESTAMP	AUDIT
05/23/2025 11:22 EDT	CISD Finance Department (finance@canutillo-isd.org) created document 'Complete_Executive_Summary_Donations_April_2025.pdf' on Chrome via Windows from 70.125.228.98.
05/23/2025 11:22 EDT	Cristina Pulley (cpulley@canutillo-isd.org) was emailed a link to sign.
05/23/2025 13:59 EDT	Cristina Pulley (cpulley@canutillo-isd.org) viewed the document on Chrome via Windows from 70.125.228.98.
05/23/2025 14:02 EDT	Cristina Pulley (cpulley@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.125.228.98.
05/23/2025 14:02 EDT	Cristina Pulley (cpulley@canutillo-isd.org) signed the document on Chrome via Windows from 70.125.228.98.

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





FINANCIAL SERVICES
CANUTILLO A Premier District

TO: Board of Trustees
 Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Executive Director for Financial Services

DATE: May 2, 2025

SUBJECT: Budget Amendments for April 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 #346990 -This amendment will re-allocate funds for additional tutoring for at risk students through the remaining school year. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
185.11.6396.00.106.24	Software License/Sub	\$ 9,089	\$ (450)	\$ 8,639
185.11.6399.00.106.24	General Supplies	\$ 7,949	\$ (221)	\$ 7,729
185.13.6411.00.106.24	Employee Travel, Training & Subsistence	\$ -	\$ (2,827)	\$ (2,827)
185.11.6117.05.106.24	Extra Duty-Professional	\$ 21,077	\$ 3,116	\$ 24,192
185.11.6141.05.106.24	Medicare	\$ 321	\$ 46	\$ 367
185.11.6143.05.106.24	Workers Comp	\$ 112	\$ 16	\$ 128
185.11.6145.05.106.24	Unemployment Compensation	\$ 22	\$ 3	\$ 25
185.11.6146.05.106.24	Teacher Retirement	\$ 1,731	\$ 257	\$ 1,988
185.11.6149.05.106.24	TRS Entity Contribution	\$ 346	\$ 60	\$ 406

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

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the Recommendation to Contract RFQ 2025-11B HVAC Testing, Adjusting and Balancing (TAB) Services for Canutillo ISD 2024 Bond Referendum Projects to Campos Engineering Inc.

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 HVAC system verification to operate in accordance with the design intent, manufacturer specifications, and applicable codes and standards.

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

Staff Responsible: E. Ortiz

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 2025-11B, for Testing, Adjusting and Balancing (TAB) Services for the Canutillo ISD 2024 Referendum Projects.

The RFQ closed on March 31, 2025, and received two (2) statements of qualification. On April 04, 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 and Ms. Cristina Pulley, Executive Director of Financial Services, who 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 2025-11B Testing, Adjusting and Balancing (TAB) Services and authorize administration to proceed with contract negotiations with Campos Engineering Inc with a contract to be contingent upon review by the District’s Legal Counsel.

Total Budget for Testing, Adjusting and Balancing (TAB) Services	
Campus	Budget per Campus
Reyes ES	\$1,682.00
Garcia ES	\$5,393.00
Damian ES	\$5,571.00
Bill Childress ES	\$5,571.00
Canutillo ES	\$7,127.00
Canutillo HS	\$12,670.00
Northwest ECHS	\$31,805.00
Davenport ES	\$53,001.00
Alderete MS	\$79,611.00
Canutillo MS	\$80,444.00



PRIOR BOARD ACTION: No

AWARDED: N/A

AWARDED AMOUNT: N/A

AMOUNT(S): Not to Exceed \$ \$282,875.00

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: 2025-11B Executive Summary Back Up Information
Exhibit B: 2025-11B Bid Tabulation
Exhibit C: 2025-11B Professional Service Agreement





EXECUTIVE SUMMARY BACK UP INFORMATION

**HVAC Testing, Adjusting and Balancing (TAB) Services for the Canutillo ISD 2024 Bond Referendum Projects
RFQ 2025-11B**

DESCRIPTION OF ITEMS / SERVICES:	The Canutillo Independent School District (“District”) is requesting a Statement of Qualification ("SOQ") from qualified sources relative to the provision of the Request for Qualifications ("RFQ"). This Procurement will be managed under the Canutillo ISD 2024 Bond Referendum, but the services provided may be used by the District, if required, for non-bond relates services, at discretion of the District and approval by the board of trustees.
FIRST ADVERTISEMENT DATE:	March 10, 2024
SECOND ADVERTISEMENT DATE:	March 17, 2024
EMAIL NOTIFICATIONS SENT:	654
IONWAVE POSTING DATE:	March 10, 2024
PRE-BID CONFERENCE:	NONE
BID DUE DATE:	March 31, 2024
DAYS THAT BID WAS AVAILABLE:	20
VENDOR WEBSITE VIEWS:	20
NUMBER OF BIDS RECEIVED:	2
NUMBER OF LATE BIDS REJECTED:	0
CONTRACT TERM:	The initial term of this proposal shall be for the duration of the 2024 Bond Referendum. Contract Term will be effective per date specified in the Notice of Award.
TOTAL AWARD AMOUNT:	Budget not to Exceed \$282,875.00

Exhibit B: RFQ 2025-11B Bid Tabulation

RFQ 2025-11B HVAC Testing, Adjusting and Balancing (TAB) 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
Campos Engineering, Inc.	1	88.00	15.67	24.00	16.67	16.67	15.00
CSI Engineering Inc	2	63.33	13.33	15.67	15.33	19.00	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
--	-----------------

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: 5/27/2025

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the Recommendation to Contract RFQ 2025-12B Third-Party Construction Inspector Services for Canutillo ISD 2024 Bond Referendum Projects to Atlas Technical Consultants, LLC

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 the approved design documents, specifications, applicable codes and industry best practices, thereby reducing the risk related to construction quality, safety, and compliance.

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 2025-12B, for Third-Party Construction Inspector Services for the Canutillo ISD 2024 Referendum Projects.

The RFQ closed on March 31, 2025, and received three (3) statements of qualification. On April 04, 2025, an evaluation committee met to review all qualification statements received. The evaluation committee consisted of Dr. Oscar Rico, Executive Director of Operations; Ms. Cristina Pulley, Executive Director of Financial Services and Jose Barraza, Assistant Director, 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 2025-12B Third-Party Construction Inspector Services and authorize administration to proceed with contract negotiations with Atlas Technical Consultants, LLC with a contract to be contingent upon review by the District's Legal Counsel.

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

AMOUNT(S): \$0.00

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: 2025-12B Executive Summary Back Up Information
Exhibit B: 2025-12B Bid Tabulation
Exhibit C: 2025-12B Professional Service Agreement



Exhibit B: RFQ 2025-12B Bid Tabulation

RFQ 2025-12B Third-Party Construction Inspector 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
Atlas Technical Consultants LLC	1	91.00	18.00	22.00	18.00	18.00	15.00
EMA Engineering and Consulting	2	69.00	15.00	20.00	12.00	12.00	10.00
Texas Third Party Inspections	3	68.00	17.00	22.00	16.00	13.00	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)



**NICKEL
HAYDEN**



Canutillo ISD

May 27, 2025

CANUTILLO ISD
ADMINISTRATION FACILITY

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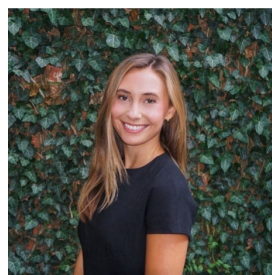


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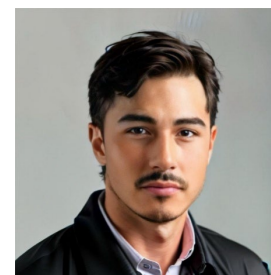


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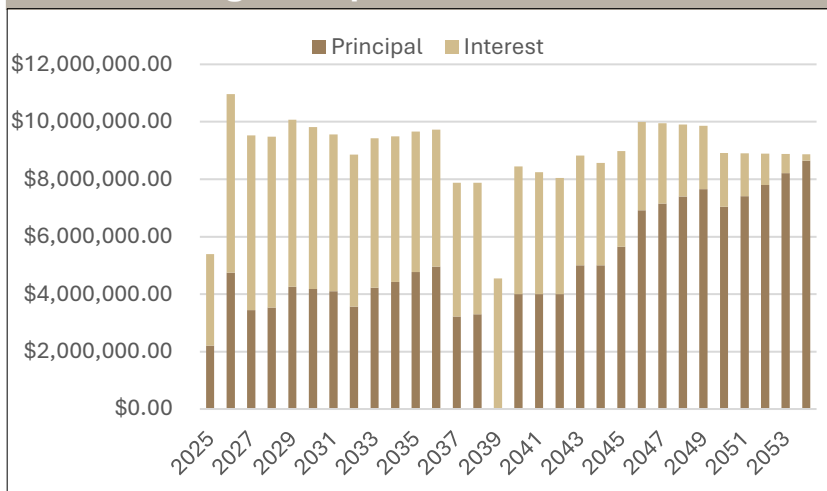
Plan of Finance

Existing Debt Profile

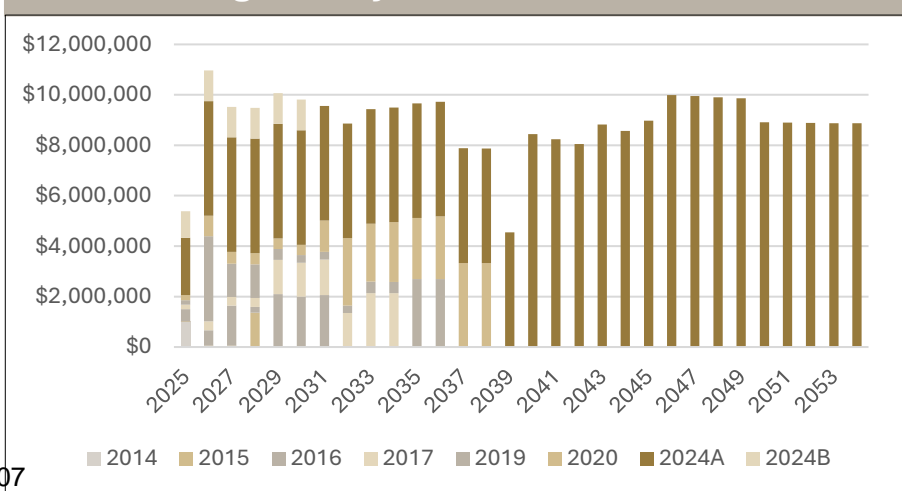
Canutillo ISD Debt Profile

Issue	Issued Par Amount	Outstanding Par Amount	Coupon Range	First Call Date	Final Maturity
U/L Tax Refunding Bonds, Series 2014	\$ 8,795,000	\$ 975,000	2.00% - 4.00%	-	8/15/2025
U/L Tax Refunding Bonds, Series 2015	8,075,000	1,315,000	2.00% - 4.00%	8/15/2025	8/15/2028
U/L Tax Refunding Bonds, Series 2016	8,645,000	7,640,000	2.00% - 4.00%	8/15/2025	8/15/2031
U/L Tax Refunding Bonds, Series 2017	8,455,000	8,305,000	2.00% - 4.50%	8/15/2027	8/15/2034
U/L Tax Refunding Bonds Taxable, Series 2019	22,980,000	11,675,000	2.96% - 3.5%	2/15/2029	2/15/2036
U/L Tax Refunding Bonds Taxable, Series 2020	20,454,627	18,859,627	0% - 2.34%	2/15/2030	2/15/2038
U/L Tax School Building Bonds, Series 2024A	96,880,000	95,880,000	3.42% - 4.04%	2/15/2032	2/15/2054
U/L Tax Refunding Bonds, Series 2024B	71,000,000	6,160,000	5.00%	-	8/15/2030
Total	\$ 245,284,627	\$ 150,809,627			

Outstanding Principal and Interest



Outstanding Debt By Series



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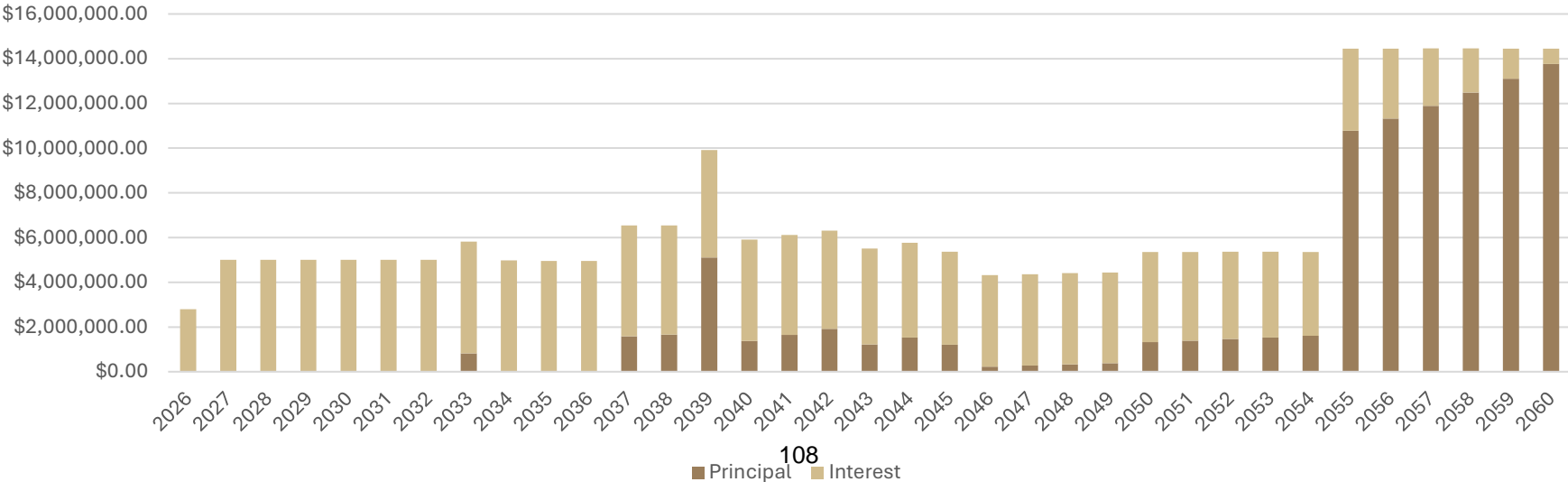
Financing Considerations

\$ 100 Million New Money Bond Issue

- Canutillo ISD has \$278,955,000 authorized but unissued from its May 2024 Bond Election.
- The analysis assumes a 35 - year level debt service structure with 10 – year call and 5% coupons.
- With current market rates, the All- in TIC will be **4.93%**.

Preliminary Bond Summer Statistics

Delivery/ Dated Date	7/24/2025
Call Date	2/15/2037
Final Maturity	2/15/2060
Total Project Fund	\$102,409,423.95
Bond Par Amount	\$100,000,000.00
True Interest Cost	4.88%
All-in TIC	4.93%



Timeline of Events

Date	Day	DESCRIPTION	Participants
4/15/2025	Tuesday	Plan of Finance Kick Off Mtg.	District, BC, FA
4/30/2025	Wednesday	Submit PSF Application	FA
5/9/2025	Friday	Distribute 1st Draft of POS	District, DC
5/16/2025	Friday	Receive Comments of 1st Draft of the POS	District, BC, FA
5/20/2025	Tuesday	Distribute 2nd Draft of POS	District, DC, FA, BC, UW, UWC
5/22/2025	Thursday	Rating Call w/ Moody's / Kroll	District, FA, BC
5/22/2025	Thursday	Due Diligence Call w/ Underwriters	District, DC, FA, BC, UW, UWC
5/23/2025	Friday	Receive Comments of 2nd Draft of the POS	District, DC, FA, BC, UW, UWC
5/26/2025	Monday	Distribute 3rd Draft of POS / Request Sign Off	District, DC, FA, BC, UW, UWC
5/27/2025	Tuesday	Board Approves Plan of Finance	District, BC, FA
5/28/2025	Wednesday	Receive Comments of 3rd Draft of the POS / Sign Off	District, DC, FA, BC, UW, UWC
5/30/2025	Friday	Post Final POS	BC, Bondlink
6/9/2025	Monday	Bond Pricing	District, DC, FA, BC, UW, UWC
6/9/2025	Monday	BC Sends Documents to AG	BC
7/24/2025	Thursday	Closing	District, DC, FA, BC, UW, UWC

Key Participants



Financial Advisor

Nickel Hayden Advisors



Lead Underwriter

UMB Bank



Bond Counsel

Cantu Harden Montoya



Underwriter's Counsel

McCall Parkurst & Horton



Current Market Overview

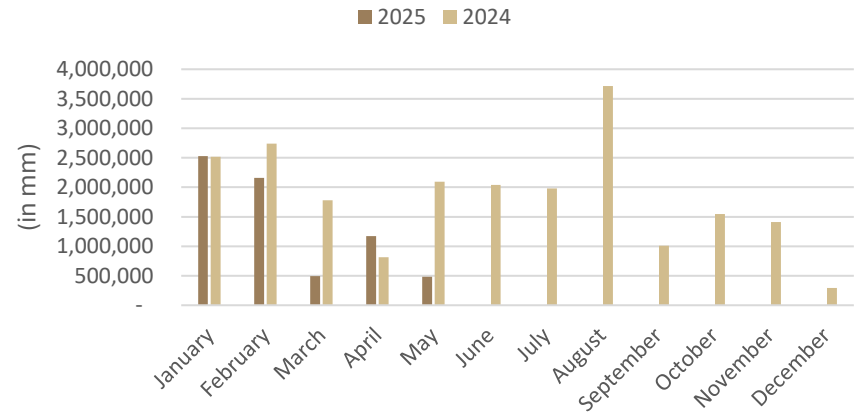
Current Market Overview



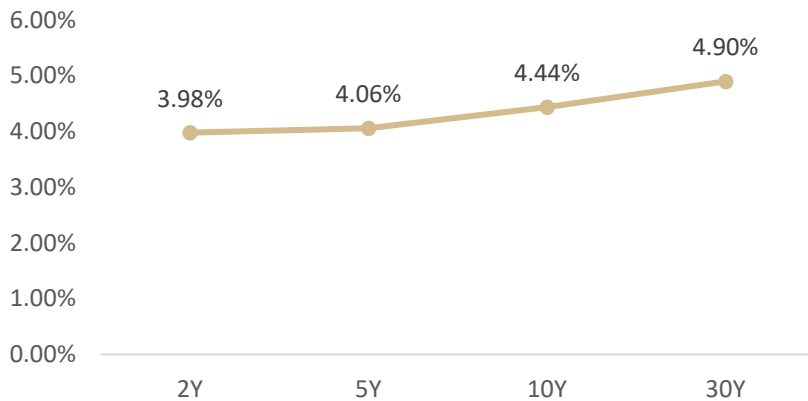
Municipal Market Updates as of May 19, 2025.

- **\$6.831 billion** in school district bonds sold in 2025 so far.
- **\$810,378,451** in school district bonds are expected to come into the market this week.

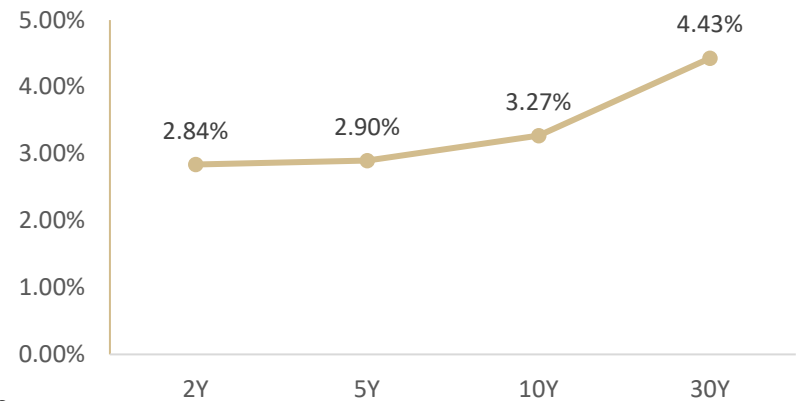
Monthly School District Bond Sale 2024 & 2025



Taxable Yield Curve



MMD Yield Curve



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Disclaimers



Conflicts of Interest

Nickel Hayden affirms that in conjunction with the issuance of municipal securities, it may receive compensation from an Issuer or Obligated Person for services rendered. This compensation may be contingent upon the successful closure of a transaction and/or proportional to the transaction's size. Adhering to the stipulations of MSRB Rule G-42, Nickel Hayden hereby acknowledges that such contingent and/or transactional compensation could introduce a potential conflict of interest with regards to providing impartial advice on entering into such transactions. Despite this potential conflict, Nickel Hayden assures that its capacity to offer impartial and capable guidance remains intact, along with fulfilling its fiduciary obligation to the Issuer. Should Nickel Hayden become aware of any additional potential or actual conflicts of interest after this disclosure, comprehensive details will be communicated in writing to the Issuer in a timely manner.

Legal or Disciplinary Events

Nickel Hayden affirms its unblemished record, free from any legal events or disciplinary history on NHA's Form MA and Form MA-I. This comprehensive record includes criminal actions, regulatory investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. You can conveniently access the most recent Form MA and each Form MA-I filed with the SEC by Nickel Hayden at www.sec.gov/edgar/searchedgar/companysearch.html. No substantial modifications have occurred in the disclosure of legal or disciplinary events on any submitted Form MA or Form MA-I. In the event of any significant legal or regulatory action against Nickel Hayden, a thorough and detailed disclosure will be furnished to the Issuer, empowering them to conduct a comprehensive evaluation of Nickel Hayden, its management, and its personnel.

At Nickel Hayden, we are a registered municipal advisor under the purview of the U.S. Securities and Exchange Commission ("SEC") and operate in accordance with the regulations established by the Municipal Securities Rulemaking Board ("MSRB"). Our operations are overseen by the SEC and guided by the rules of the MSRB, ensuring compliance in our municipal advisory activities. To access more information about the SEC, kindly visit www.sec.gov, and to learn more about the MSRB, please explore www.msrb.org. For insights into the safeguards provided by MSRB rules and procedures for raising concerns with the MSRB or the SEC, you can consult a comprehensive brochure available on the MSRB website.

AN ORDER BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF “CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE DISTRICT’S FINANCIAL ADVISORS AND/OR BOND COUNSEL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Board* or the *Board of Trustees*) of the Canutillo Independent School District (the *Issuer* or the *District*) hereby finds and determines that school building bonds in the total amount of \$_____ (being the principal amount of \$_____, plus an allocated amount of the net reoffering premium of \$_____), being allocated as the second installment of a series of school building bonds approved and authorized to be issued at an election held on May 4, 2024 (the *Election*), should be issued and sold at this time; the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this order, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof as set forth herein and;

WHEREAS, the unlimited tax bonds approved and authorized to be issued, for the purposes of (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), and the purchase of necessary sites for school facilities, are as further set forth below:

<u>Purpose</u>	<u>Date Authorized</u>	<u>Amount (\$) Authorized</u>	<u>Amount (\$) Previously Issued</u>	<u>Amount (\$) Being Issued*</u>	<u>Unissued Balance (\$)</u>
School Facilities	May 4, 2024	\$378,955,000.00	\$100,000,000.00	\$ _____	\$ _____

*Includes the Bonds and certain net premium allocations.

WHEREAS, pursuant to the provisions of Chapter 45, as amended, Texas Education Code, and Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), the Issuer is authorized to issue unlimited tax school building bonds for authorized purposes;

WHEREAS, the Board hereby finds and determines that, pursuant to the authority provided by Chapter 1371, the delegation of authority to each Authorized Official (defined herein) to execute the Approval Certificate (a form of which is attached hereto as Exhibit A) approving the final terms of the Bonds as set forth in the Approval Certificate is in the best interest of the Issuer; and

WHEREAS, the Board hereby finds and determines that the issuance of the school building bonds is in the best interests of the residents of the Issuer; now, therefore,

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

SECTION 1: Authorization - Designation - Principal Amount - Purpose - Bond Date. Unlimited tax school building bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title “CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025” (the *Bonds*), for the purposes of providing funds for (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities) and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by the Election and in conformity with the Constitution and laws of the State of Texas, including Chapter 45, as amended, Texas Education Code and Chapter 1371. The Bonds shall be dated July 1, 2025 (the *Bond Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371, each Authorized Official (defined herein) is hereby authorized, appointed, and designated as the official of the District authorized to individually act on behalf of the District in selling and delivering one or more series of unlimited tax school building bonds authorized herein and carrying out the procedures specified in this Order, including approval of the following terms and provisions for each series of unlimited tax bonds:

1. The style of each series of Bonds, which style indicates (with respect to each series of Bonds) the calendar year of issuance, and (if necessary or desired) a letter or other sequential identification indicating that multiple series of Bonds of the same or similar type have been or will be issued hereunder during a particular calendar year.
2. The aggregate principal amount of each series of Bonds, as well as the principal amount of each stated maturity within a series of Bonds.
3. The rate of interest to be borne on the principal amount of each stated maturity within a series of Bonds and the interest payment dates for such series of Bonds.
4. The Bond Date for each series of Bonds.

5. The optional, extraordinary optional, and mandatory redemption provisions applicable, if at all, to each series of Bonds.

6. The determination of whether to sell a series of Bonds by private placement, competitive public bid, or by negotiated sale (and if by negotiated sale, the selection of the senior managing underwriter and the co-managers to serve as the syndicate of underwriters selling the applicable series of Bonds).

7. Pricing for each series of Bonds, including generation and use of reoffering premium and/or discount, determination of underwriters' compensation (if any), and applicable costs of issuance.

8. The structure for each series of Bonds, including serial maturities, term bonds, and capital appreciation bonds.

Each series of Bonds authorized by this Order shall be issued within the following parameters:

1. The combined principal amount of all series of Bonds issued hereunder shall not exceed \$100,000,000.

2. The maximum maturity of any series of Bonds authorized to be issued pursuant to this Order will be February 15, 2060.

3. The federal arbitrage yield on each series of Bonds authorized to be issued pursuant to this Order shall not exceed a rate greater than 5.00% per annum.

4. The final series of Bonds issued hereunder must be sold not later than May 27, 2026 (though the closing of a particular series of Bonds sold in accordance with this provision may occur after May 27, 2026, so long as such closing period is determined by an Authorized Official to be of reasonable duration).

Each Authorized Official, acting for and on behalf of the District, is authorized, with respect to a series of Bonds, to complete and execute an Approval Certificate, in substantially the form attached as Exhibit A hereto. The execution of the Approval Certificate shall evidence the sale date of each series of Bonds by the District to the initial purchasers thereof. Upon execution of an Approval Certificate, Bond Counsel is authorized to complete a copy of this Order as evidence of the issuance of a series of Bonds pursuant to the delegated authority granted hereunder and to reflect such final terms for such series of Bonds, which includes selection of the appropriate terms to reflect the final transaction structure and terms of sale evidenced in the Approval Certificate. In addition to the foregoing, each Authorized Official is authorized to execute, as the act and deed of the District and on behalf of the Board, any and all contracts, agreements, letters, and certificates, relative to any series of Bonds that may be required by this Order, as supplemented in the manner described above, or determined to be necessary or advisable in connection with an issuance of Bonds hereunder. It is further provided, however, that notwithstanding the foregoing provisions, no Bonds shall be delivered unless prior to delivery, the particular series of Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons, in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward, and principal shall become due and payable on February 15 in each of the years and in amounts as described below (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
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The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about July 24, 2025), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable initially on February 15, 2026, and semiannually on each August 15 and February 15 thereafter (each, an *Interest Payment Date*).

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit B, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the

laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each Interest Payment Date for the Bonds and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Bonds. The Bonds stated to mature on February 15, 20__ and February 15, 20__ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund (hereinafter defined) for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in the years as set forth below:

Term Bonds
Stated to Mature
on February 15, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

*Payable at Stated Maturity.

Term Bonds
Stated to Mature
on February 15, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund,

or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities of February 15, 20__ through February 15, 20__ and February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 15, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption. The Bonds having stated maturity of February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 15, 20__, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the Board of the Issuer.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each Bond (or part thereof) to be redeemed, at the address shown in the Security Register at the close of business on the business day next preceding the date of mailing such notice.

The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

The District reserves the right to give notice of its election or direction to redeem Bonds under Section 3. conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited

or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected registered owners of the Bonds. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default under Section 24 hereof. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default under Section 24 hereof.

Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of the Bonds receives such notice.

F. Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying

Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by the President or Vice President of the Board of Trustees under its seal reproduced or impressed thereon and attested by the Secretary of the Board of Trustees. The signature of said officers on the Bonds may be manual, facsimile, or electronic. Bonds bearing the manual, facsimile, or electronic signatures of individuals who are or were the proper officers of the Issuer on the Bond Date shall be deemed to be duly executed on behalf of the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual, facsimile, or electronic signature or otherwise, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual, facsimile, or electronic signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

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B. Form of Definitive Bonds.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF EL PASO
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025

Bond Date:
July 1, 2025

Interest Rate:

Stated Maturity:

CUSIP NO:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The Canutillo Independent School District (the *Issuer*), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about July 24, 2025), or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable initially on February 15, 2026, and semiannually on each August 15 and February 15 thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Bonds*) pursuant to an order adopted by the Board of the Issuer (the *Order*) for the purpose of providing funds for (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), and the purchase of necessary sites for school facilities, and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by an election held in the Issuer on May 4, 2024, and in conformity with the laws of the State of Texas, including Chapter 45, as amended, Texas Education Code and Chapter 1371, as amended, Texas Government Code.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer.

The Bonds stated to mature on February 15, 20__ and February 25, 20__ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in the year as set forth below:

Term Bonds	
Stated to Mature	
<u>on February 15, 20</u>	
	Principal
<u>Year</u>	<u>Amount (\$)</u>

*Payable at Stated Maturity.

Term Bonds	
Stated to Mature	
<u>on February 15, 20</u>	
	Principal
<u>Year</u>	<u>Amount (\$)</u>

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Bonds stated to mature on February 15, 20__ through February 15, 20__ and February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 15, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. The Bonds stated to mature on February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 15, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or

supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

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

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

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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

CANUTILLO INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(ISSUER SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §
PUBLIC ACCOUNTS §
THE STATE OF TEXAS § REGISTER NO. _____
§

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

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

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

Registered this date: BOKF, NA, Dallas, Texas, as Paying
Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

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

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. Form of Initial Bond.

The Initial Bond for the Bonds shall be in the form set forth therefor in paragraph B of this Section, except as follows:

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

REGISTERED
NO. T-1

REGISTERED
PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF EL PASO
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2025

Bond Date: July 1, 2025 Interest Rate: "As Shown Below" Stated Maturity: "As Shown Below" CUSIP NO: _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Canutillo Independent School District (the *Issuer*), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years of</u> <u>Stated Maturity</u>	<u>Principal</u> <u>Amounts (\$)</u>	<u>Interest</u> <u>Rates (%)</u>
---	---	-------------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about July 24, 2025) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable initially on February 15, 2026, and semiannually on each August 15 and February 15 thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the

corporate trust office of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Permanent School Fund or Insurance Legends. If bond insurance is obtained by the Purchasers, or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer or the Texas Education Agency, as applicable, to appear under the following header:

[BOND INSURANCE] or [PERMANENT SCHOOL FUND GUARANTEE]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 38 of this Order have the meanings assigned to them in Section 38 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Official* shall mean each of the President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools and the Executive Director of Financial Services (or any successor to any of the aforementioned persons serving, or any person serving on an interim basis or in an acting position in the indicated capacity).

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment

quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder or Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being semiannually on each February 15 and August 15, commencing February 15, 2026, while any of the Bonds remain Outstanding.

F. The term *Order* shall mean this order adopted by the Board of Trustees on the date hereof.

G. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

(1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;

(2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 20 of this Order; and

(3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

H. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

I. The term *Record Date*, as used in connection with any Bond, shall mean: (a) with respect to an Interest Payment Date that occurs on the fifteenth day of any month, the close of business on the last business day of the month next preceding such Interest Payment Date, and (b) with respect to an Interest payment Date that occurs on the first day of any month, the close of business on the fifteenth day of the month next preceding such Interest Payment Date.

J. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 15 of each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund - Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated "SERIES 2025 CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the Issuer's depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 18. Any Authorized Official of the Issuer is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price

thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds. To the extent that the Issuer receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the Issuer will comply with the provisions of Section 46.009(d), as amended, Texas Education Code and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes - Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Issuer, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the Issuer for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Issuer and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest and capitalized interest, if any, on the Bonds received from the Purchasers, if any, and any surplus proceeds from the sale of the Bonds (which includes unspent Bond proceeds and investment income therefrom) not expended for authorized purposes shall be deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

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

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

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

SECTION 16: Sale of Bonds at a Negotiated Sale – Authorization of Purchase Contract – Official Statement Approval – Use of Proceeds. The Bonds authorized by this Order are hereby sold by the District to UMB Bank, N.A., Dallas, Texas, as the authorized representative of a group of underwriters at a negotiated sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated June __, 2025, attached hereto as Exhibit C and incorporated herein by reference as a part of this Order for all purposes. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Bond shall be registered in the name of UMB Bank, N.A. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Board, and in regard to the approval and execution of the Purchase Contract, the Board hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Authorized Official), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated June __, 2025, in the reoffering, sale and delivery of the Bonds to the public. The President and the Secretary of the Board of Trustees are further authorized and directed to manually, facsimile, or electronically execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content

manually, facsimile, or electronically executed by said officials shall be deemed to be approved by the Board of Trustees and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. The District received a net reoffering premium from the sale of the Bonds of \$ _____, which is hereby allocated by the District in the following manner: (1) \$ _____ to pay the Purchasers' compensation; (2) \$ _____ shall be used to pay certain costs of issuance; (3) \$ _____ shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds; and

B. The balance of the proceeds derived from the sale of the Bonds (including the portion of the net reoffering premium in the amount of \$ _____ as described in paragraph A above and principal amount of \$ _____ .00 derived from the sale of the Bonds) (after paying other costs of issuance and the other deposits referred to in Paragraph A above), and no accrued interest shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the Issuer's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 17: Permanent School Fund Guarantee. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.6, the District has made application to, and received approval from, the Commissioner of Education of the State of Texas (the Commissioner) for the Bonds to be guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund", created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. This constitutional provision also provides for the creation and funding of the "Available School Fund".

By virtue of the approval of the Bonds being eligible for such guarantee, the District hereby covenants, agrees, and acknowledges that:

(1) Immediately following a determination by the District of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the District shall notify the Commissioner, in the name of the District, of (a) the District's inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (c) the name and

address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required to be furnished to the District and deposited with the Paying Agent/Registrar, and (e) such other information as the Commissioner shall require;

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

(3) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 14 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the District would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

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

(5) If the District fails to pay principal or interest on a guaranteed bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the District's default.

If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 20, the guarantee as to payment of principal of and interest on the Bonds by the corpus and income of the Permanent School Fund shall immediately be terminated and be removed in its entirety. Notice of any such prepayment, redemption, or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

SECTION 18: Covenants to Maintain Tax-Exempt Status.

A. Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the *Code*), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used,

such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with -

(a) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(b) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings”, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

B. Rebate Fund. In order to facilitate compliance with the above covenant (8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Holders of the Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

C. Proceeds. The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds and any replacement funds administered by the Texas State Board of Education as part of the Permanent School Fund. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs any Authorized Official to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

D. Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the *Project*) on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure

to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

E. Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

F. Written Procedures. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Board hereby adopts and establishes the instructions attached hereto as Exhibit E, as the Issuer's written procedures.

G. Reimbursement. This Order is intended to satisfy the official requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 19: Control and Custody of Bonds. The President of the Board of Trustees shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 20: Satisfaction of Obligation of Issuer. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an

authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts of thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal and interest due on any defeased Bonds. To the extent applicable, if at all, the District covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the District, be remitted to the District against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 21: Order a Contract – Amendments – Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer, and shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 22: Facilities Allotment Revenues. In connection with the issuance of the Bonds, the Issuer may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, as amended, Texas Education Code (the *Program*).

In each fiscal year in which the Issuer received funding under the existing debt allotment program, the Program, or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as Debt Subsidy Funds), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section 11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 23: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Trustees and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 24: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Cantu Harden Montoya LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the Secretary of the Board of Trustees, is hereby approved and authorized.

SECTION 25: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 26: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisor, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisor, the Purchasers, and the Holders.

SECTION 28: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 29: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 30: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 31: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 33: Authorization of Paying Agent/Registrar Agreement. The Board hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit B and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 34: Authorization of Contracts with Financial Advisor and/or Bond Counsel. The Board authorizes the President of the Board of Trustees and/or the Superintendent of Schools, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with Nickel Hayden Advisors, as the financial advisor to the District (the Financial Advisor). The City understands that under applicable federal securities laws and regulations that the District must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds. In addition, the Board also authorizes the President of the Board of Trustees and/or the Superintendent of Schools, or their designees, to take all actions necessary to execute any necessary engagement agreement with Cantu Harden Montoya LLP, as Bond Counsel, Tax Counsel, and Disclosure Counsel to the District in connection with the issuance of the Bonds.

SECTION 35: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 36: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice

required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 37: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Bond.

SECTION 38: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the District's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

B. Annual Reports.

The District shall file annually with the MSRB, (1) within six (6) months after the end of each fiscal year of the District ending in or after 2025, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 16 of this Order, being the information described in Exhibit D hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available, but in any case within twelve (12) months after the end of each fiscal year of the District ending in or after 2025. If the audit of such financial statements is not complete within such period, then the District shall file unaudited financial statements within such

period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the District commissions an audit of such financial statements and the audit is completed within the period during which they must be provided.

Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the District must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the District's fiscal year. Copies of each audit report must also be filed in the office of the District and with the Secretary, Board of Trustees. The District's fiscal records and audit reports are available for public inspection during the regular business hours of the Superintendent of Schools. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

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

C. Notice of Certain Events.

The District shall file of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;

- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;
- (14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;
- (15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

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

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

D. Limitations, Disclaimers, and Amendments.

The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with

respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

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

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

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

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

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and

(b) any amendments or interpretations of the Rule. If the District so amends the provisions of subsection B of this Section, the District shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format- Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the District hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit G, with which the District shall follow to assure compliance with the Undertaking. The District has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the District’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the District and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 39: Book-Entry-Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name

of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit G (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on the Bonds pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 40: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such

acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Bonds, each Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (1) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (2) obtain a rating from any nationally recognized rating service, or (3) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Bonds while the Bonds are Outstanding and unpaid. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to Chapter 1371, and any other applicable law, the Board, pursuant to Chapter 1371 and other applicable law, hereby delegates to the Superintendent of Schools, the Executive Director of Financial Services, or the Associate Superintendent of Schools the authority to independently select the counterparty to any paying agent/registrar, rating agency, bond insurer, securities depository, or any other contract that is determined by the Superintendent of Schools, the Executive Director of Financial Services, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908, as amended, Texas Government Code (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 42: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 43: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this 27th day of May, 2025.

CANUTILLO INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

INDEX TO EXHIBITS

- Exhibit A..... Approval Certificate
- Exhibit B..... Paying Agent/Registrar Agreement
- Exhibit C..... Purchase Contract
- Exhibit D..... Description of Annual Financial Information
- Exhibit E..... Written Procedures Relating to Continuing Compliance with Federal
Tax Covenants
- Exhibit F General Policies and Procedures Concerning Compliance with the Rule
- Exhibit G..... DTC Letter of Representations

EXHIBIT A

Approval Certificate

See Tab No. __

EXHIBIT B

Paying Agent/Registrar Agreement

See Tab No. __

EXHIBIT C

Purchase Contract

See Tab No. __

EXHIBIT D

Description of Annual Financial Information

The following information is referred to in Section 38 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Official Statement as APPENDIX C, but for the most recently concluded fiscal year.

(2) All quantitative financial information and operating data with respect to the District of the general type included in this Official Statement in APPENDIX A, Tables 1 through 5 and 7 through 12.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT E

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the District's business manager (the *Responsible Person*), which currently is the District's Executive Director of Financial Services, will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Bonds will be entered into within six (6) months of the date of delivery of the Bonds (the *Issue Date*);
- (ii) monitor that at least 85% of the proceeds of the Bonds to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Bonds after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Bonds are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the District (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

- (ii) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Bonds are outstanding, any person, other than the District, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the District's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT F

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 38 of the Order. “Bonds” refers to the Bonds that are the subject of the Order to which this Exhibit is attached.

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District’s compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 38 of the Order, which provisions are a part of the Undertaking.

IV. The District is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District’s obligations under the Rule, the advice from and discussions with the District’s internal senior staff (including staff charged with administering the District’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Superintendent of the District or the Executive Director of Financial Services (each, a *Compliance Officer*) shall be responsible for satisfying the District’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District’s information of the type described in Section 38 of the Order;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 38 of the Order;

4. the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the District, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District’s internal staff identified by the Compliance Officer to assist with the District’s satisfaction of the terms and provisions of the Undertaking.

EXHIBIT G

DTC Letter of Representations

See Tab No. __

A RESOLUTION ESTABLISHING THE INTENTION OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO ACQUIRING, CONSTRUCTING AND EQUIPPING VARIOUS DISTRICT IMPROVEMENTS FROM THE PROCEEDS OF ONE OR MORE SERIES OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE DISTRICT FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Governing Body*) of the Canutillo Independent School District (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), and the purchase of necessary sites for school facilities (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and printer (the *Administrative Costs*) [the Construction Costs, Engineering Costs, Architectural Costs, and Administrative Costs collectively constitute costs of the project that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer, for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of unlimited tax school building bonds issued as tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in an amount not to exceed \$100,000,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the Issuer; now, therefore,

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

SECTION 1: This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the lawfully-available general funds or other funds of the Issuer.

SECTION 2: The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6: With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations or refundable tax credit obligations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED, ADOPTED AND APPROVED on this the 27th day of May, 2025.

CANUTILLO INDEPENDENT
SCHOOL DISTRICT

President

ATTEST:

Secretary

(DISTRICT SEAL)

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)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



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

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

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

1. Purpose of the Agreement:

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

2. Background:

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

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

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

3. Scope and Term of Agreement:

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

YWCA in accordance with YWCA Policy.

- b) Term. This Agreement between YWCA and CISD will be effective during the 2025--2026 school year, to begin on August 1, 2025 and end on June 30, 2026.
- c) CISD students will follow the instructional calendar for both CISD and YWCA as it relates to enrolled coursework. Students enrolled in the Academy will attend classes on days outlined in the CISD Instructional Calendar and count for Average Daily Attendance (ADA). Students enrolled in the YWCA PreK and before and after school program will attend on days outlined in the YWCA Calendar and will not count for ADA.
- d) The Parties agree to collaborate on effective methods for monitoring and assessing student progress, ensuring early intervention when necessary. Progress monitoring at YWCA will be conducted at the Beginning of Year, Middle of the Year, and End of Year using the assessment tool CIRCLE and reported to CISD on dates designated by CISD.

4. YWCA will:

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

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

5. CISD will:

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

6. Program Staff:

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

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

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

7. Student Services

a. Student Services Provided by CISD.

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

b. Student Services Provided by YWCA.

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

c. Codes of Conduct.

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

8. Funding

The Parties agree on the following funding considerations:

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

one of the following:

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

9. Enrollment

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

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

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

10. Indemnity/Liability:

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

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

11. Insurance:

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

12. FERPA

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

13. Amendments:

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

14. Termination:

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

15. No Third-Party Beneficiary:

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

16. Relationship of the Parties:

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

17. Funding:

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

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

18. Authority:

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

CISD:

YWCA:

Name: _____

Name: Sereka Barlow

Title: _____

Title: Chief Executive Officer

Signature: _____

Signature: _____

Date: _____

Date: _____

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

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

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

1. Purpose of the Agreement:

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

2. Background:

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

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

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

3. Scope and Term of Agreement:

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

YWCA in accordance with YWCA Policy.

- b) Term. This Agreement between YWCA and CISD will be effective during the 2025--2026 school year, to begin on August 1, 2025 and end on June 30, 2026.
- c) CISD students will follow the instructional calendar for both CISD and YWCA as it relates to enrolled coursework. Students enrolled in the Academy will attend classes on days outlined in the CISD Instructional Calendar and count for Average Daily Attendance (ADA). Students enrolled in the YWCA PreK and before and after school program will attend on days outlined in the YWCA Calendar and will not count for ADA.
- d) The Parties agree to collaborate on effective methods for monitoring and assessing student progress, ensuring early intervention when necessary. Progress monitoring at YWCA will be conducted at the Beginning of Year, Middle of the Year, and End of Year using the assessment tool CIRCLE and reported to CISD on dates designated by CISD.

4. YWCA will:

- a) Assure State-licensed daily Early Learning Academy programming is provided at the Academy;
- b) Open operations for the Academy that is capable of sustaining a population of no less than 10 children attending per classroom session and no more than 18 children per classroom session;
- c) Provide at the Academy classroom sessions, 07:40 AM-2:35 PM, during CISD school days;
- d) Collaborate with CISD and organize annual recruitment sessions;
- e) Make related marketing presentations to faculty and parents;
- f) Engage YWCA Program Director(s) and the YWCA Program Administrator(s) in the review of incidents and concerns from CISD Administration and Principals as needed;
- g) Seek quality professional(s) to serve CISD Pre-K students with licensed Early Learning Academy programming that prepares children academically, socially and emotionally to succeed in the next stages of their development;
- h) YWCA commits to providing experienced and qualified teachers or certified employees who contribute to the program's overall excellence as outlined in Texas Education Code §29.167 (b-1), Commissioner's Rule: TAC §102.1003 (d), as revised to reflect changes enacted by House Bill (HB) 2729, 88th Texas Legislature, Regular Session, 2023.
- i) Refer families to YWCA services as appropriate including: workforce development and employment readiness, affordable housing, teen leadership, fitness programs and homeless services;
- j) Designate a YWCA Program Administrator who will meet regularly with each YWCA staff member to provide supervision/guidance and will assure that staff members fulfill their duties and adhere to YWCA and CISD policies and procedures;
- k) Provide school contacts with all information pertaining to the Site Director for the Academy including emergency phone numbers;
- l) Services are contingent upon meeting a minimum enrollment threshold and maintaining program financial sustainability.
- m) CISD & YWCA students are required to meet the CISD attendance requirements for

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

5. CISD will:

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

6. Program Staff:

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

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

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

7. Student Services

a. Student Services Provided by CISD.

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

b. Student Services Provided by YWCA.

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

c. Codes of Conduct.

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

8. Funding

The Parties agree on the following funding considerations:

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

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

9. Enrollment

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

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

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

10. Indemnity/Liability:

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

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

11. Insurance:

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

12. FERPA

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

13. Amendments:

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

14. Termination:

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

15. No Third-Party Beneficiary:

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

16. Relationship of the Parties:

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

17. Funding:

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

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

18. Authority:

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

CISD:

Name: _____

Title: _____

Signature: _____

Date: _____

YWCA:

Name: Sereka Barlow _____

Title: Chief Executive Officer _____

Signature: _____

Date: _____