

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held June 23, 2026, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

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

1. **GENERAL FUNCTIONS-OTHER**

- A. Call to Order
- B. Roll Call
- C. Pledge of Allegiance
- D. Texas Pledge of Allegiance
- E. CISD Vision and Mission Statements

6

2. **BOARD HONORS**

- A. Recognition and Celebration of Canutillo High School and Northwest Early College High School 2026 Graduates Who Received a Scholarship From the Canutillo Alumni Foundation for Education (CAFÉ)

Presenter: Gustavo Reveles

3. **OPEN FORUM-OTHER**

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL): Each participant will be limited to **THREE MINUTES** to make comments to the Board.

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

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

4. **SPECIAL PRESENTATION-OTHER**

- A. Public Hearing Regarding the Proposed 2026-27 Annual Budget. The Public is Invited to Attend and Provide Public Comment.

7

Presenter: C Pulley

5. **BOARD OF TRUSTEE BUSINESS**

- A. Discussion and Possible Action Regarding the Approval of the 2026-27 Annual Budget

Presenter: Cristina Pulley

B.	Discussion and Possible Action to Approve Order Calling for Board of Trustees' General Election on November 3, 2026, and Other Matters Incident Thereto	24
C.	Discussion and Possible Action Regarding the Award of RFP 2027-046 Self-Funded Medical, Pharmacy Benefit Management, Specific Stop Loss Insurance, Near Site Clinic, HSA and COBRA Administration Presenter: Martha Carrasco/Veronica Campbell	28
6.	CONSENT AGENDA-VOTING	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of the Monthly Donations Presenter: C. Pulley	38
2.	Approval of the Budget Amendments Presenter: C. Pulley	40
3.	Approval of the Investment Resolution - Officer Designation, Training Sources, and Investment Sources and Review and Approval of the Investment Policy Presenter: C Pulley	44
4.	Approval of Final Acceptance of Work and Final Payment for Project Reyes Elementary School, RFQ #2025-02B, Project No. 106-09 to Banes General Contractors in the Amount of \$51,651.59 Presenter: Ernesto Ortiz / PROCEDEO	73
5.	Approval of the Annual Report of the District's Membership Within Various Purchasing Cooperative and Inter-local Programs that Support the District's Day-to-day Purchasing Methodologies and Operations. Presenter: Veronica Campbell	82
6.	Approval of Annual Report on Management Fees Under Purchasing Cooperative Contracts Presenter: Veronica Campbell	84
7.	Approval of the Purchase of Leased Lit Fiber WAN from United Data Technologies, Inc. (UDT) Awarded Through RFP 260002424 with Funding Provided by E-Rate Program FCC Form 471 for Fiscal Year 2026-2027 to Support Data Transmission and/or Internet Access. Presenter: Dr. Oscar Rico/Veronica Campbell	86
8.	Approval of Memorandum of Understanding Between Canutillo ISD and E.P. Dentistry Presenter: Dr. Monica Reyes/Veronica Campbell	100
B.	<i>CURRICULUM AND INSTRUCTION</i>	
1.	Approval of Summer School Dual Language Curriculum Writing Hourly Rate Presenter: Dr. Jesica Arellano	107
2.	Approval of the Memorandum of Understanding between Canutillo ISD and the University of Texas at El Paso for the Preservice Residency Program as Part of the Prep Allotment by the Texas Education Agency	108

- Presenter:** Dr. Jessica Melendez-Carrillo/Dr. Jesica Arellano Veronica Campbell
3. Approval of the Memorandum of Understanding Between Canutillo ISD and the University of Texas at El Paso for the Educator Preparation Program as Part of the Prep Allotment Grow Your Own by the Texas Education Agency 119
Presenter: Dr. Jessica Melendez-Carrillo/Dr. Jesica Arellano/Veronica Campbell
 4. Approval of the Memorandum of Understanding Between Canutillo ISD and Education Service Center Region 19 for Prep Residency Educator Preparation Program as Part of the Prep Allotment by the Texas Education Agency. 124
Presenter: Dr. Jessica Melendez-Carrillo/Dr. Jesica Arellano/Veronica Campbell
 5. Approval of the Memorandum of Understanding between Canutillo ISD and the Education Service Center Region 19 for the Educator Preparation Program as part of the Prep Allotment Grow Your Own by the Texas Education Agency 124
Presenter: Dr. Jessica Melendez-Carrillo/Dr. Jesica Arellano/Veronica Campbell
 6. Approval of Memorandum of Agreement between Grand Canyon University and Canutillo ISD 130
 7. Approval of Affiliation Agreement Between New Mexico State University and Canutillo ISD 135
Presenter: Dr. Monica Reyes
 8. Approval of Interlocal Agreement Between The University of Texas at Austin (UT Austin) and Canutillo Independent School District for the 2026-2027 OnRamps Program 144
Presenter: Dr. Jesica Arellano/Omar Solis/Veronica Campbell
 9. Approval of the Instruction Partnership Agreement Between 240 Certification, a Related Instruction Provider, and Canutillo ISD to Strengthen K-12 Talent Pipelines Through Registered Apprenticeship Programs ("RAP") 166
 10. Approval of the Memorandum of Understanding (MOU) Between Reach University and Canutillo ISD 177
Presenter: Dr. Jessica Melendez-Carrillo/Dr. Jesica Arellano/Veronica Campbell
 11. Approval of the Memorandum of Understanding Between Canutillo ISD and Texas Tech University on Behalf of the University-School Partnerships for the Renewal of Educators Preparation (US PREP) to Provide Access to Effective and Qualified Teachers. 178
Presenter: Dr. Jessica Melendez Carrillo / Veronica Campbell
 12. Recommendation to Approve and Enter Into an Agreement Between Canutillo ISD and Texas Tech University Health Sciences Center at El Paso, Paul L. Foster School of Medicine, Department of Emergency Medicine, Tactical Medicine Division, to Provide 185

- Instructional Support for Emergency Medical Preparedness for School-Based Emergencies.
Presenter: Fernando Martinez/ Veronica Campbell
13. Approval of the Memorandum of Understanding Between Texas Tech University Health Sciences Center and Canutillo ISD to Provide Pediatric and Adolescent Behavioral Health Services. 191
Presenter: Dr. Monica Reyes/Veronica Campbell
- C. *HUMAN RESOURCES*
1. Approval of TASB Localized Policy Update 127 203
Presenter: Martha Carrasco
7. **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 Administration's Recommendation for Alderete Middle School Principal
Presenter: Martha Carrasco
- B. Discussion Regarding Administration's Recommendation for Deanna Davenport Elementary Principal
Presenter: Martha Carrasco
- C. Discussion With Administration Regarding the Potential Sale of District Owned Property Located at 7311 Bosque Rd. Canutillo, TX 79835 to El Paso County
Presenter: Dr. Oscar Rico/ Dr. Josue Borrego
8. **NEW BUSINESS (continued); OTHER**
- A. Discussion and Possible Action Regarding Administration's Recommendation for Alderete Middle School Principal
Presenter: Martha Carrasco
- B. Discussion and Possible Action Regarding Administration's Recommendation for Deanna Davenport Elementary Principal
Presenter: Martha Carrasco
- C. Discussion and Possible Action Regarding the Potential Sale of District Owned Property Located at 7311 Bosque Rd. Canutillo, TX 79835 to El Paso County.
Presenter: Dr. Oscar Rico/ Dr. Josue Borrego
9. **ADJOURNMENT**

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

(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)

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

Budget Adoption

June 23, 2026

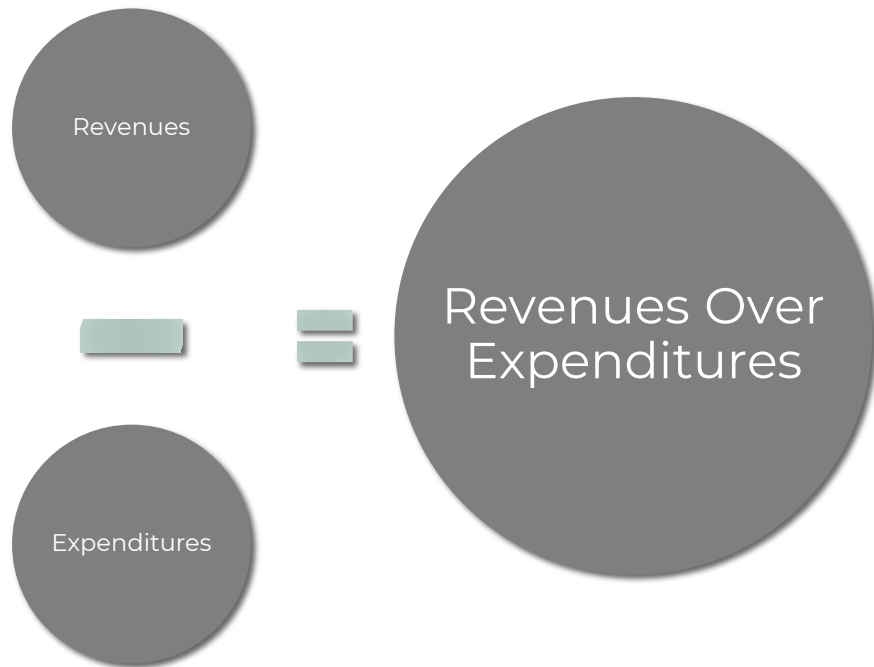


Fiscal Process – Budget Development

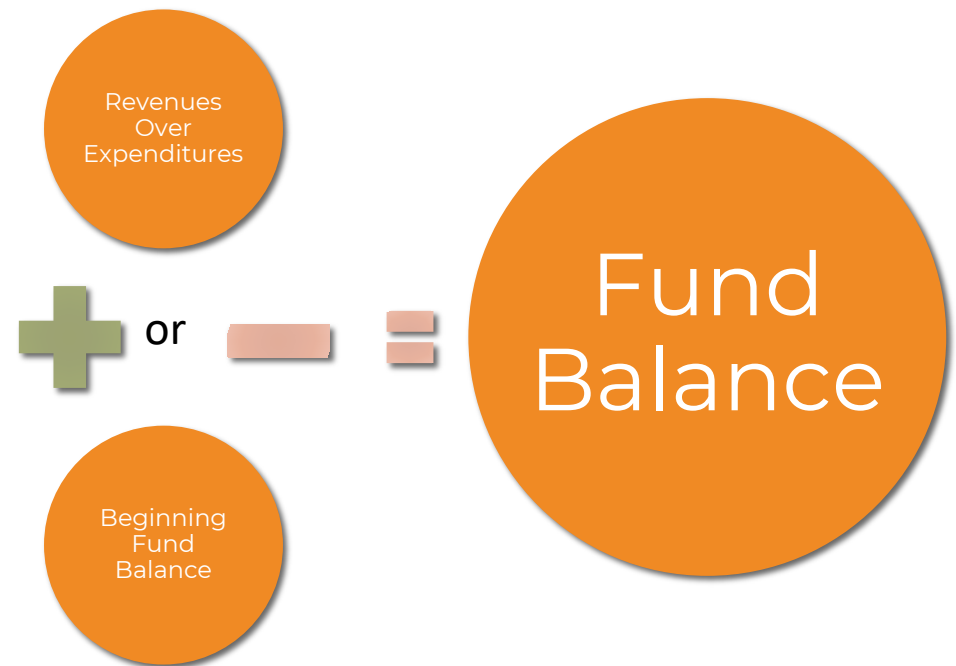


Fiscal Process – What is Fund Balance?

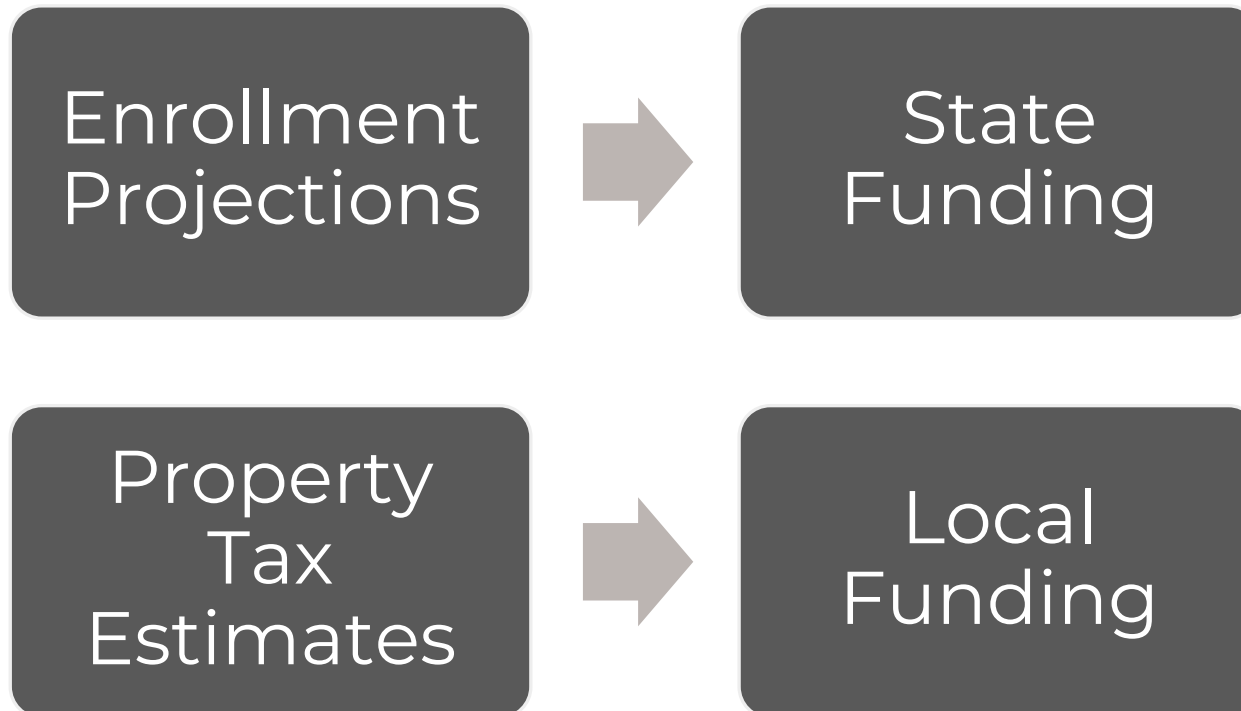
Annual Process Budget to Actual



Accumulated Results



Estimating Revenues



Funding Formula



Local
Funding

State
Funding

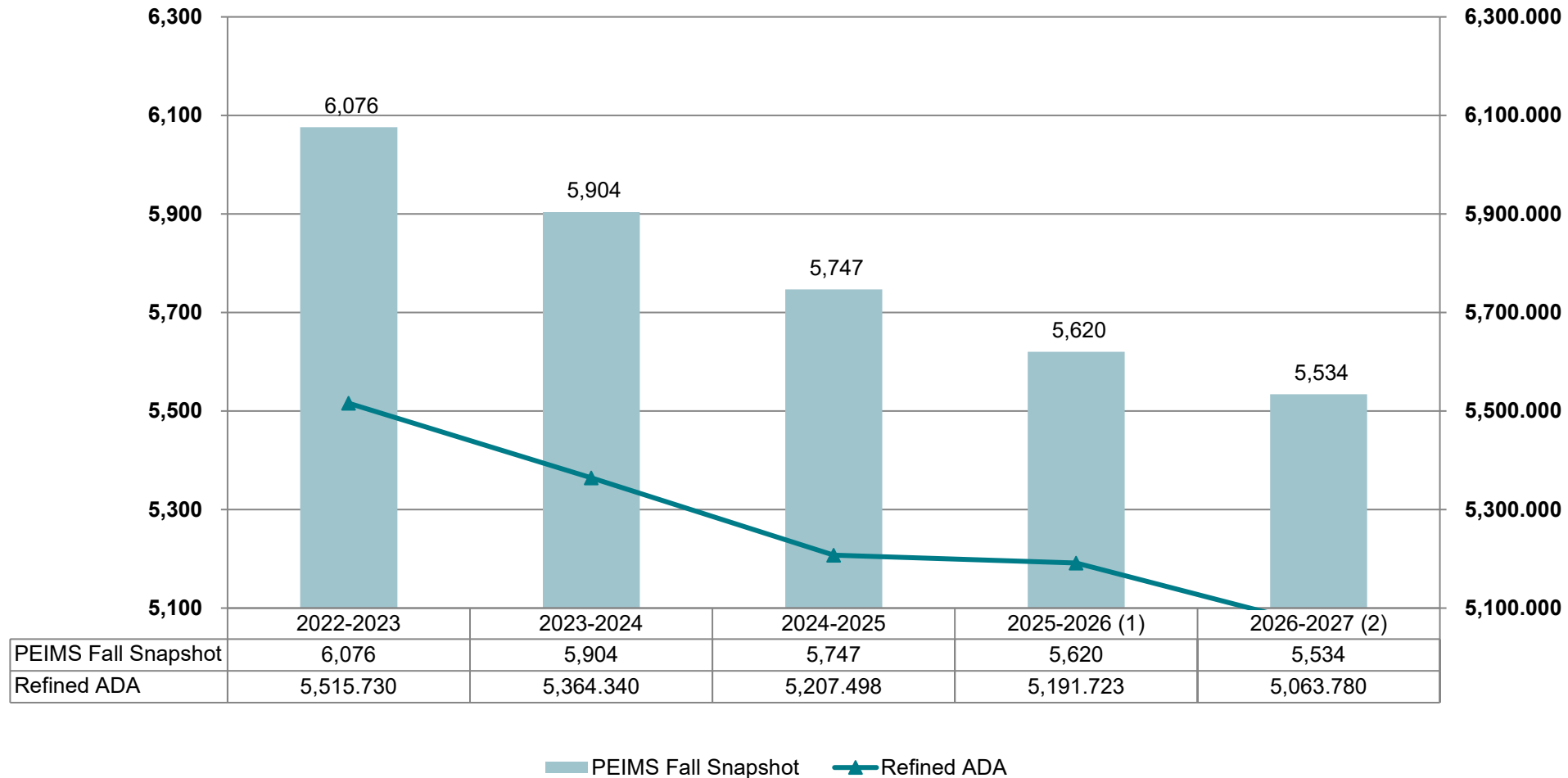


FY27 Enrollment Projections

Campus	2026 Enrollment at Snapshot	2027 Projected Enrollment	Change
Canutillo High School	1,387	1,366	(21)
Northwest Early College HS	381	398	17
Canutillo Middle School	653	644	(9)
Alderete Middle School	551	603	52
Canutillo Elementary	481	438	(43)
Davenport Elementary	278	272	(6)
Damian Elementary	471	450	(21)
Childress Elementary	406	399	(7)
Garcia Elementary	426	398	(28)
Reyes Elementary	586	566	(20)
Total	5,620	5,534	(86)

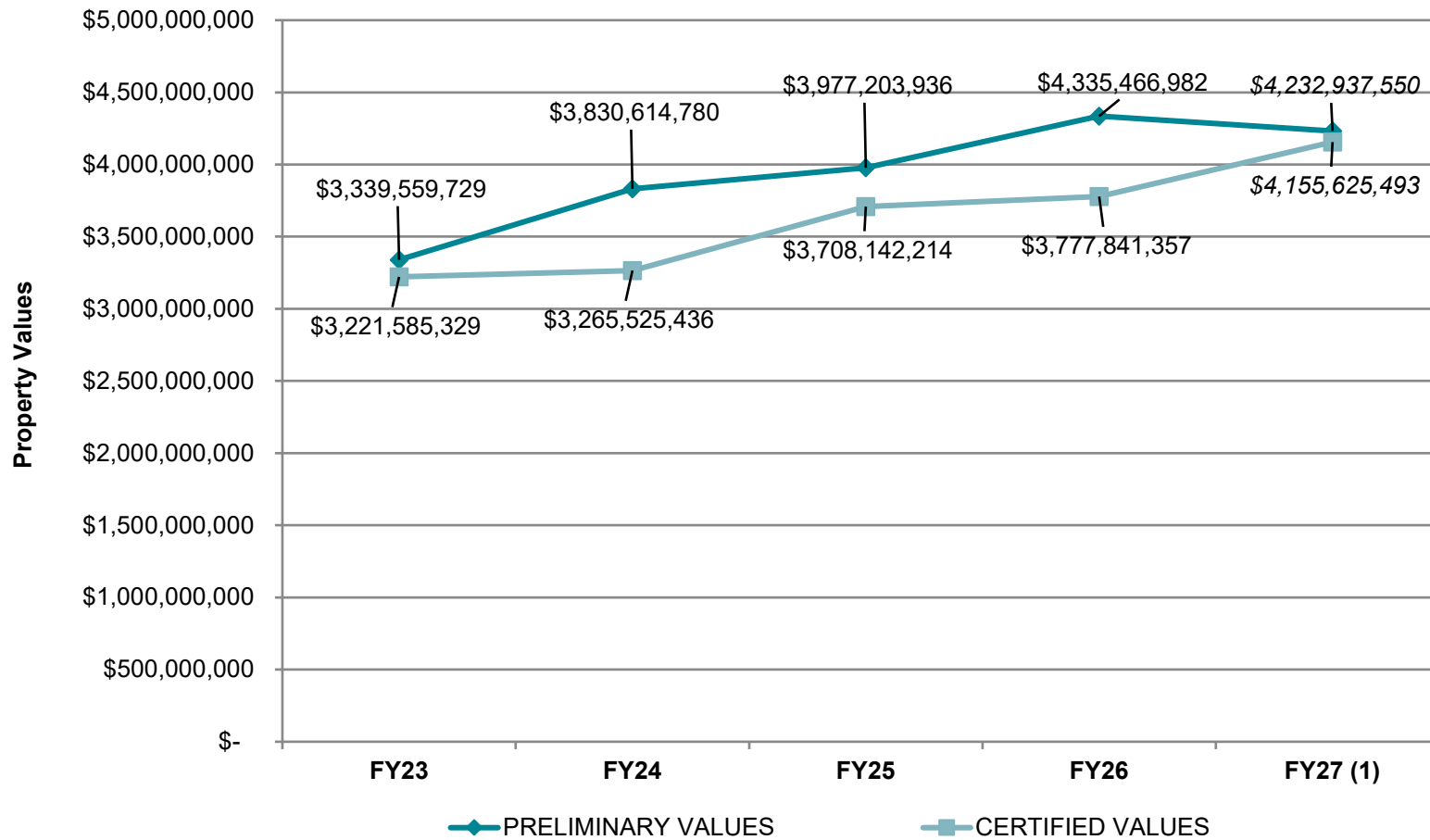


Historical Enrollment and ADA



- (1) ADA is projected at 94% of enrollment and on October 2025 snapshot
- (2) 2027 enrollment is based on the 2026 rollover for grades K-12 and prior years enrollment for grades EE-PK and 94% attendance rate

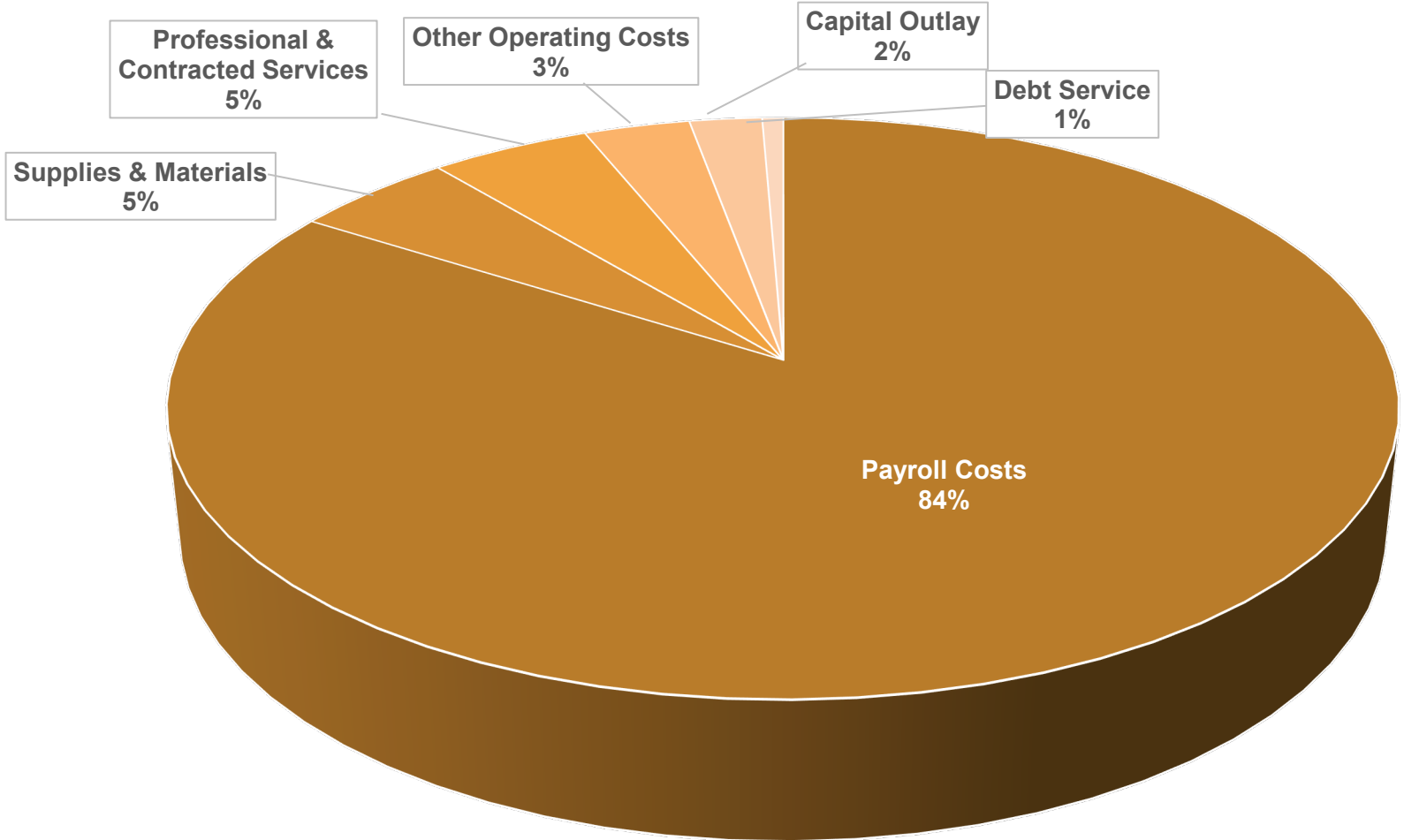
PROPERTY TAX VALUE TRENDS



14

(1) Projected values calculated at an estimated 10% increase from the 2025 certified values as of July 25, 2025

Budget Allocation



FY27 Proposed Budget Allocation by Campus

Organization Name	Organization	2025 - 2026 Adopted Personnel	2025 -2026 Adopted Operation	2025-2026 Adopted Budget	2026 - 2027 Proposed Personnel	2026 -2027 Proposed Operation	2026-2027 Proposed Budget	Increase (Decrease)
Canutillo High School	001	9,753,578	424,186	10,177,764	10,060,107	349,891	10,409,998	232,234
Northwest Early College H.S	003	2,617,479	327,172	2,944,651	2,668,558	317,609	2,986,167	41,516
Canutillo Middle School	041	4,318,644	132,817	4,451,461	4,729,719	199,576	4,929,295	477,834
Alderete Middle School	042	3,895,529	148,281	4,043,810	4,371,742	148,852	4,520,594	476,784
Canutillo Elementary	101	3,758,211	79,612	3,837,823	3,689,425	69,495	3,758,920	(78,903)
Davenport Elementary	102	2,638,319	43,766	2,682,085	2,451,065	55,826	2,506,891	(175,194)
Damian Elementary	103	3,650,425	65,460	3,715,885	3,668,663	68,065	3,736,728	20,843
Childress Elementary	104	3,319,777	69,426	3,389,203	3,466,715	61,150	3,527,865	138,662
Garcia Elementary	105	3,424,499	69,380	3,493,879	3,317,690	69,788	3,387,478	(106,401)
Reyes Elementary	106	3,720,296	119,617	3,839,913	3,759,196	88,215	3,847,411	7,498
Summer School/Additional Enrollment	699		49,189	49,189	0	166,379	166,379	117,190
Total Campuses		\$ 41,096,757	\$ 1,528,906	\$ 42,625,663	\$ 42,182,880	\$ 1,594,846	\$ 43,777,726	\$ 1,152,063



FY27 General Fund Proposed Budget

	Proposed Budget FY27
Revenues	
Local	\$ 30,075,622
State	34,588,591
Federal	920,000
Total Revenues and Other Sources	65,584,213
Expenditures & Other Uses	(65,584,213)
Revenues Over Expenditures	\$ -
Fund Balance	
Beginning Total Fund Balance	10,043,907
Ending Total Fund Balance	10,043,907
Administration Assigned FB - Technology Refresh	(750,000)
Ending Unassigned Fund Balance	\$ 9,293,907
1 Day of Operations	\$ 179,683
Optimum Unassigned Fund Balance (90 Days)	\$ 16,171,450
Days of Fund Balance	52



FY27 Debt Service Proposed Budget

	Proposed Budget FY27
Revenues	
Local	\$ 16,435,035
State	749,738
Total Revenues	<u>17,184,773</u>
Expenditures & Other Uses	<u>(17,184,773)</u>
Revenues Over Expenditures	<u>\$ -</u>

The Debt Service Fund is self-sustaining

Maximum Fund Balance for FY27 = \$15,379,513 (Current Year's Debt Service P&I and Fees)
FY26 Projected Ending Fund Balance = \$14,779,862



FY27 Child Nutrition Proposed Budget

	Proposed Budget FY27
Revenues	
Local	\$ 145,550
Federal	5,614,000
Total Revenues	5,759,550
Expenditures & Other Uses	(5,759,550)
Revenues Over Expenditures	\$ -
Fund Balance	
Projected Ending Fund Balance	\$ 1,102,297
1 Day of Operations	\$ 15,780
Optimum Fund Balance (90 Days)	\$ 1,420,163
Days of Fund Balance	70

The Child Nutrition Fund is self-sustaining



Budget Allocation by Function

FUNCTION	DESCRIPTION OF FUNCTION	2025-2026 ADOPTED BUDGET	2026-2027 PROPOSED BUDGET	INCREASE (DECREASE)	PER STUDENT AT PROJECTED ENROLLMENT OF 5,534
11	Instruction	38,351,384	38,460,891	109,507	6,950
12	Instructional Resources & Media Svcs	830,000	742,855	(87,145)	134
13	Curriculum & Staff Development	629,819	803,887	174,068	145
21	Instructional Leadership	880,744	1,211,210	330,466	219
23	School Leadership	4,068,178	4,120,180	52,002	745
31	Guidance, Counseling, & Evaluation Sv	2,574,533	2,597,959	23,426	469
32	Social Work Services	210,870	199,345	(11,525)	36
33	Health Services	977,805	964,804	(13,001)	174
34	Student Transportation	2,124,025	1,911,205	(212,820)	345
36	Extracurricular Activities	1,940,529	1,916,363	(24,166)	346
41	General Administration	2,922,644	2,913,019	(9,625)	526
51	Facilities Maintenance and Operations	6,036,177	5,382,627	(653,550)	973
52	Security and Monitoring Services	1,261,215	1,378,431	117,216	249
53	Data Processing Services	1,734,285	1,654,911	(79,374)	299
61	Community Services	15,001	16,582	1,581	3
71	Debt Service	617,348	697,748	80,400	126
81	Facilities Acquisition and Construction	5,000	0	(5,000)	0
99	Other Intergovernmental Charges	612,196	612,196	0	111
M&O BUDGET TOTALS		\$65,791,753	\$65,584,213	(\$207,540)	\$11,850

35	Child Nutrition	5,135,000	4,918,301	(216,699)	889
51	Facilities Maintenance and Operations	765,000	841,249	76,249	152
CHILD NUTRITION BUDGET TOTALS		\$5,900,000	\$5,759,550	(\$140,450)	\$1,041

20

71	Debt Service	15,107,091	17,184,773	2,077,682	3,105
I&S BUDGET TOTALS		\$15,107,091	\$17,184,773	\$2,077,682	\$3,105

Questions & Public Comment



Motion to Approve the 2026-2027 Proposed Budget

FUNCTION	DESCRIPTION OF FUNCTION	2026-2027 GENERAL FUND	2026-2027 CHILD NUTRITION FUND	2026-2027 DEBT SERVICE FUND	2026-2027 TOTAL
11	INSTRUCTION	38,460,891			38,460,891
12	INSTRUCTIONAL RESOURCES & MEDIA	742,855			742,855
13	STAFF/CURRICULUM DEVELOPMENT	803,887			803,887
21	INSTRUCTIONAL ADMINISTRATION	1,211,210			1,211,210
23	SCHOOL LEADERSHIP	4,120,180			4,120,180
31	GUIDANCE & COUNSELING SERVICES	2,597,959			2,597,959
32	SOCIAL WORK SERVICES	199,345			199,345
33	HEALTH SERVICES	964,804			964,804
34	STUDENT TRANSPORTATION	1,911,205			1,911,205
35	FOOD SERVICE	0	4,918,301		4,918,301
36	COCURRICULAR ACTIVITIES	1,916,363			1,916,363
41	GENERAL ADMINISTRATION	2,913,019			2,913,019
51	PLANT MAINTENANCE & OPERATIONS	5,382,627	841,249		6,223,876
52	SECURITY & MONITORING SERVICES	1,378,431			1,378,431
53	DATA PROCESSING SERVICES	1,654,911			1,654,911
61	COMMUNITY SERVICES	16,582			16,582
71	DEBT SERVICE	697,748		17,184,773	17,882,521
81	FACILITIES ACQUISITION/CONSTRUCTION	0			0
99	OTHER INTER-GOVERNMENTAL CHARGES	612,196			612,196
BUDGET TOTALS		\$65,584,213	\$5,759,550	\$17,184,773	\$88,528,536





FINANCIAL SERVICES

CANUTILLO A Premier District

Taxpayer Impact Statement (Pursuant to Texas Government Code 551.043(c)(2))

The following information provides a comparison of the estimated property tax bill for a median-valued homestead in the current fiscal year and the proposed fiscal year, as required by state law.

For purposes of this estimate, the district used the most recent available data from the appraisal district. Because the median homestead value for tax year 2026 is not yet finalized, the estimate is based on a proxy value using prior year data and preliminary value information. This estimate will be updated once final certified values become available.

Fiscal Year (Tax Year)	Median-Valued Homestead	Tax Rate per \$100 of Value	Estimated Property Tax Bill
FY 2025-26 (TY 2025)	\$178,360	\$1.1525	\$2,056
FY 2026-27 (TY 2026)	\$193,424	\$1.1525	\$2,229

Based on these assumptions, the estimated property tax bill for a median-valued home reflects the combined impact of changes in property values, state-mandated tax rate adjustments, and expanded homestead exemptions approved by voters. While property values may increase, recent legislation significantly increased exemptions, most notably raising the homestead exemption to \$140,000 and increasing exemptions for individuals age 65 and older or disabled, which reduces taxable value for many homeowners.

As a result, the overall impact to taxpayers may vary depending on individual property values and eligibility for exemptions. In many cases, the increase in exemptions helps offset the impact of property value growth.

It is important to note that these figures are estimates for comparison purposes only. Actual tax bills will depend on final certified property values and the tax rate adopted later in the year.

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

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.

ORDER OF NOVEMBER 3, 2026, GENERAL ELECTION FOR THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT

An election is hereby ordered to be held on **November 3, 2026**, for the purpose of:

Electing four (4) Trustees At-Large for the Board of Trustees for the Canutillo Independent School District, each for a full four-year term.

The positions for which the election will be conducted are the following and the persons currently holding those positions are as follows:

Trustee At-Large (4-year term)	Sergio Martinez
Trustee At-Large (4-year term)	Cindy Zuniga
Trustee At-Large (4-year term)	Breanne Barnes
Trustee At-Large (4-year term)	Lucy Borrego

Applications for a place on the ballot shall be filed with the Canutillo Independent School District by: **August 17, 2026**.

Early voting by personal appearance will be conducted at all Early Voting Stations designated by the El Paso County Elections Department in **Exhibit A** to this Order. Early Voting Station locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Station.

Early voting shall take place beginning on Monday, October 19, 2026, and ending on Friday, October 30, 2026.

Early Voting Schedule is enclosed as **Exhibit A**.

Applications for ballot by mail shall be mailed by UPS or Federal Express to:

Lisa Wise
Early Voting Clerk
Elections Department
500 E. San Antonio, Suite #314
El Paso, Texas 79901

Alternatively, you may send your application or letter for a ballot by fax or email as follows:

Fax to (915) 546-2220 (if faxed make sure your application is legible); OR

E-mail to ballotrequests@epcounty.com.

Applications for ballots by mail must be received no later than the close of business on **October 23, 2026**.

Ordered this the ____ day of _____, 2026.

Signature of Presiding Officer

Member

Member

Member

Member

Member

Member

**ORDEN DE ELECCION GENERAL EL 3 DE NOVIEMBRE DEL 2026 PARA MIEMBROS DEL CONSEJO
DIRECTIVO DEL DISTRITO ESCOLAR INDEPENDIENTE DE CANUTILLO**

Por la presente se ordena que se llevará a cabo una elección el 3 de noviembre del 2026, con el propósito de elegir cuatro Miembros del Consejo Directivo del Distrito Escolar Independiente de CANUTILLO para los cuatro (4) puestos siguientes:

Para elegir cuatro Miembros En General para el Consejo Directivo del Distrito Escolar Independiente de Canutillo, por un período y termino completo de cuatro (4) años; y

Los puestos por cuales se llevará una elección el 3 de noviembre del 2026 y los oficiales quienes llenan esos puestos al momento son los siguientes:

<i>Miembro en General (término completo de cuatro años)</i>	<i>Sergio Martinez</i>
<i>Miembro en General (término completo de cuatro años)</i>	<i>Cindy Zuniga</i>
<i>Miembro en General (término completo de cuatro años)</i>	<i>Breanne Barnes</i>
<i>Miembro en General (término completo de cuatro años)</i>	<i>Lucy Borrego</i>

Solicitudes para un lugar en la boleta serán presentadas hasta la fecha limite el 17 de agosto del 2026.

*El Período de Votación Temprana empieza el 19 de octubre y termina el 30 de octubre, 2026. La votación adelantada se llevará a cabo en las Estaciones de Votación Temprana de acuerdo en los sitios designados de acuerdo a las fechas y horarios adjuntos de la forma de "**Exhibición A**" en esta Orden. Las Estaciones de Votación Temprana, fechas y horarios están sujetos a cambios en cualquier momento. Cualquier votante registrado puede votar en cualquier Estación de Votación Temprana.*

Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:

*Lisa Wise
Secretaria de Votación Adelantada
Departamento de Elecciones
Condado de El Paso, Texas
500 E. San Antonio, Suite #314
El Paso, Texas 79901*

En lo alternativo, envíe su solicitud para boletas que se votarán en ausencia por fax o por correo electrónico en la manera siguiente:

Mandar su solicitud por Fax al (915) 546-2220 (asegúrese que su solicitud se presente en una manera legible); o

Mande su solicitud por correo electrónico a ballotrequests@epcounty.com.

Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de las horas de negocio el 23 de octubre del 2026.

Emitida este día _____ de _____ del 2026.

_____ <i>Miembro</i>	_____ <i>Firma del Oficial que Preside</i>
_____ <i>Miembro</i>	_____ <i>Miembro</i>
_____ <i>Miembro</i>	_____ <i>Miembro</i>
_____ <i>Miembro</i>	_____ <i>Miembro</i>

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and possible action regarding the award of RFP 2027-046 Self-Funded Medical, Pharmacy Benefit Management, Specific Stop Loss Insurance, Near Site Clinic, HSA and COBRA Administration

Justification Statement: The District has benefited from current Aetna contract award. Due to the insurance market increasing making it less affordable for CISD staff.

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

Staff Responsible: Martha Carrasco / Veronica Campbell
Signature of Requester(s)
Martha Carrasco/ Veronica Campbell
Signature of Presenter(s)

CP 06/12/2026
Business Services Approval (Initials) *Date*

Agenda Summary:

As stated in Board Policy CH (Local) any single, budgeted purchase of goods or services that cost \$50,000 or more, regardless of whether the goods, or services are competitively purchased, shall require Board approval before a transaction may take place. The District is currently participating in the Health Plan and services provided by Aetna. The current contract has not afforded accommodations or flexibility to current local employment and District adjustments. It was necessary to review the local insurance market for competitive pricing and program affordability to accommodate the District needs.

The District issued RFP 2026-046 for Self-Funded Medical, Pharmacy Benefit Management, Specific Stop Loss Insurance, Near Site Clinic, HSA and COBRA on April 9, 2026 with responses due April 28, 2026. The District's insurance consultant assisted with phase one of evaluation process and reviewed the responses to support the RFP 2026-046 scope of work. Additionally, Gallagher (the District's consultant) provided the Best and Final Offer to determine the three (3) most responsive bidders. The District performed phase two of the evaluation process by evaluating the three (3) most responsive bidders.

The Evaluation Committee selected the top ranked bidder with Evaluation Committee Score Sheet attached.

The Administration recommends that the Board of Trustees approve to enter into negotiation to secure a contract with the highest ranked vendor(s). If negotiations are not successful, the Administration will re-evaluate the contract award process.

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): ✓



Overall Evaluation Score Sheet

RFP 2026-046 Self Funded Medical, Pharmacy Benefit Management,

Procurement type Specific Stop Loss Insurance, Near Site Clinic, HAS, COBRA

Campus/Dept: Human Resources

(In alphabetical order)	Vendor #1	Vendor #2	Vendor #3
<i>Overall Evaluation Score Sheet</i>	Aetna	Blue Cross Blue Shield	Cigna
Purchase Price			
TOTAL# of points	29.60	21.00	19.00
Reputation of the Proposer's Goods and Services			
TOTAL# of points	8.20	8.20	6.60
The Quality of the Proposer's Goods or Services to Include technical solution			
TOTAL# of points	13.40	11.60	9.80
The extent to which the goods or services meet the District's needs			
TOTAL# of points	14.00	10.80	9.80
Past Relationship with the District			
TOTAL# of points	4.00	4.00	0.60
The impact on the ability of the district to comply with laws and rules related to historically underutilized businesses			
TOTAL# of points	0		
The long-term cost to the district to acquire the vendor's goods or services			
TOTAL# of points	23.60	11.00	12.00
TOTAL SCORE	92.80	66.60	57.80

Evaluation Completed by Committee on June 8, 2026



Canutillo ISD Benefit RFP

June 23rd, 2026

30



Gallagher

Insurance | Risk Management | Consulting

RFP Methodology

Questionnaire

- Overall review of carriers and services offered is completed
- Evaluation of carriers' ability to manage the District's plans and needs is conducted

Discount Analysis (Completed during BAFO)

- Discounts are evaluated based on our Uniform Discount Standard (UDS) database
- Savings or costs are then evaluated from a percent and dollar impact viewpoint

Fee Analysis

- Administration fees are analyzed

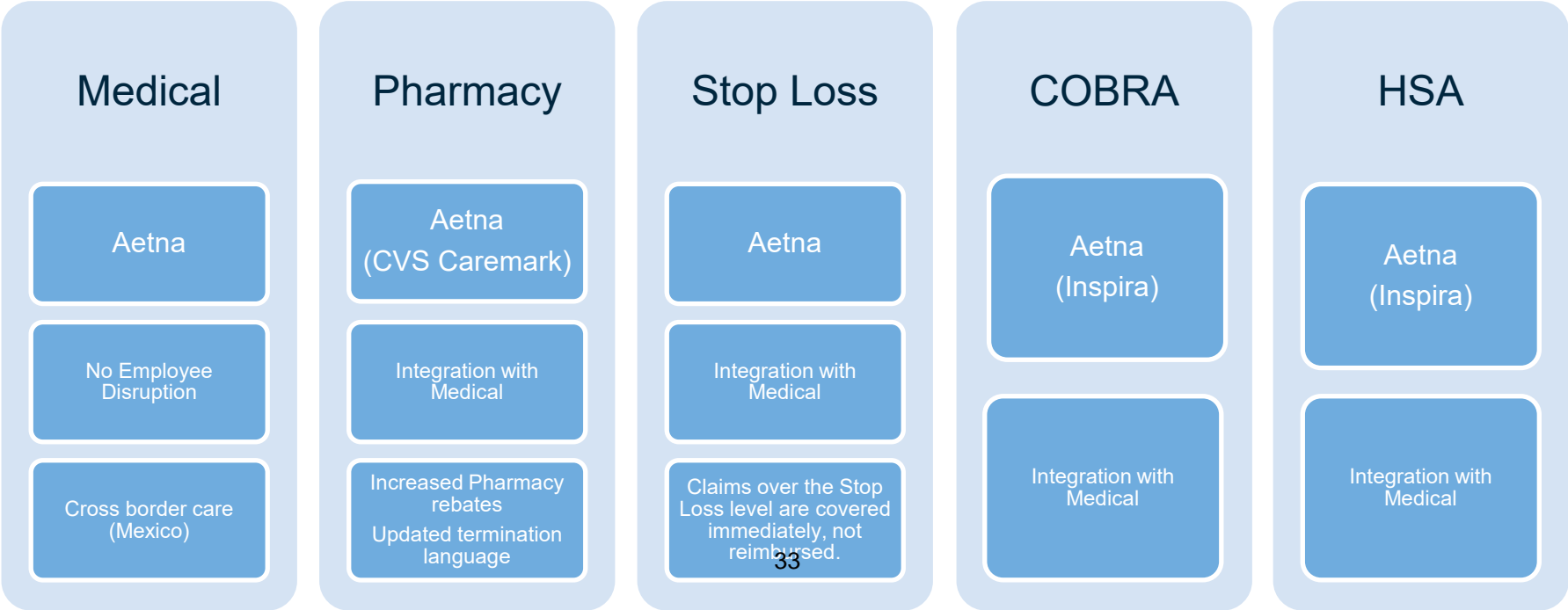
Medical and Pharmacy Projection

Financial Category Scenario Description	1/1/2026 - 12/31/2026	1/1/2026 - 12/31/2026	1/1/2027 - 12/31/2027	1/1/2027 - 12/31/2027	1/1/2027 - 12/31/2027
	Budget	Latest Estimate	Projection	Alternative 1 BCBS ⁽²⁾	Alternative 2 Cigna ⁽²⁾
Medical Trend		9.0%	9.0%	9.0%	9.0%
RX Trend		11.00%	11.00%	11.0%	11.0%
Stop Loss Deductible	\$175,000	\$175,000	\$175,000	\$175,000	\$175,000
Average Subscribers	477	477	477	477	477
PEPM Variable Costs					
Medical Cost (Net ISL)		\$643.86	\$701.81	\$686.95	\$711.30
Pharmacy Cost (Net ISL)		\$432.56	\$478.94	\$487.13	\$485.50
PEPM Variable Total		\$1,076.42	\$1,181.95	\$1,174.08	\$1,196.79
PEPM Fixed Costs					
Administrative Fee ^a		\$36.50	\$35.50	\$63.44	\$59.56
ISL Stop-Loss Fee ⁽¹⁾		\$188.67	\$242.81	\$242.81	\$242.81
Rx Rebates		-\$90.07	-\$102.48	-\$80.20	-\$121.51
Rx Admin Fee		\$2.20	\$1.33	\$8.94	\$11.12
PEPM Fixed Costs Total		\$137.30	\$177.16	\$235.00	\$191.97
PEPM Total Gross Cost	\$990.58	\$1,213.72	\$1,359.11	\$1,409.08	\$1,388.77
Annual Total Gross Cost	\$5,670,000	\$6,947,000	\$7,780,000	\$8,066,000	\$7,949,000
PEPM Employee Contributions	\$267.58	\$267.58	\$267.58	\$267.58	\$267.58
Annual Employee Contributions	\$1,532,000	\$1,532,000	\$1,532,000	\$1,532,000	\$1,532,000
PEPM Total Net Cost	\$723.00	\$946.14	\$1,091.53	\$1,141.50	\$1,121.19
Annual Total Net Cost	\$4,138,000	\$5,416,000	\$6,248,000	\$6,534,000	\$6,418,000
Annual					
Δ Change vs. 2026 Gross Budget		\$1,277,000	\$2,110,000	\$2,396,000	\$2,279,000
Δ Change vs. Latest Estimate			\$833,000	\$1,119,000	\$1,002,000
PEPM					
Δ Change vs. 2026 Gross Budget		\$223.14 22.5%	\$368.53 37.2%	\$418.50 42.2%	\$398.19 40.2%
Δ Change vs. Latest Estimate			\$145.39 12.0%	\$195.36 16.1%	\$175.05 14.4%

(1) Stop Loss Fees are Illustrative

(2) Early Termination Fee for PBM contract is \$5.00 per Member

Recommendations



Appendix

Respondents

Carrier	AM Best Rating	Line of Coverage	Status
Aetna	A/XV	Medical, Rx, Stop Loss, HSA, COBRA	BAFO
BPP Admin	NR	COBRA, HSA	Initial
BCBSTX	A+/XV	Medical, Rx, Stop Loss	BAFO
Cigna	A/XV	Medical, Rx, HSA	BAFO
Care ATC	NR	Near Site Clinic	Initial
Curative	A-	Medical, Rx	Uncompetitive
Gulf Coast Educators	NR	HSA	Initial
NBS	NR	COBRA, HSA	Initial
RxBenefits	NR	Rx	Initial
TEB	NR	COBRA, HSA	Initial
TASC	NR	COBRA, HSA	Initial
Wex	NR	COBRA, HSA	Initial

35

*While Gallagher does not guarantee the financial viability of any health insurance carrier or market, it is an area we recommend that clients closely scrutinize when selecting a health insurance carrier. There are a number of rating agencies that can be referred to including, A.M. Best, Fitch, Moody's, Standard & Poor's, and Weiss Ratings (The Street.com). Generally, agencies that provide ratings of Health Insurers, including traditional insurance companies and other managed care organizations, reflect their opinion based on a comprehensive quantitative and qualitative evaluation of a company's financial strength, operating performance and market profile. However, these ratings are not a warranty of an insurer's current or future ability to meet its contractual obligations.

Thank You!

Disclaimer – GBS

© Copyright 2024 Arthur J. Gallagher & Co. and subsidiaries. All rights reserved: No part of this document may be reproduced, stored in a retrieval system, or transmitted in any form or by any means, whether electronic, mechanical, photocopying, recording, or otherwise, without the prior written permission of Arthur J. Gallagher & Co.

Consulting and insurance brokerage services to be provided by Gallagher Benefit Services, Inc. and/or its affiliate Gallagher Benefit Services (Canada) Group Inc. Gallagher Benefit Services, Inc. is a licensed insurance agency that does business in California as "Gallagher Benefit Services of California Insurance Services" and in Massachusetts as "Gallagher Benefit Insurance Services." Neither Arthur J. Gallagher & Co., nor its affiliates provide accounting, legal or tax advice.

36



Gallagher

Insurance | Risk Management | Consulting

General Disclaimers

Coverage Disclaimer

This proposal is an outline of the coverages proposed by the carrier(s) based upon the information provided by your company. It does not include all the terms, coverages, exclusions, limitations, and conditions of the actual contract language. See the policies and contracts for actual language. This proposal is not a contract and offers no contractual obligation on behalf of GBS. Policy forms for your reference will be made available upon request.

Renewal / Financial Disclaimer

This analysis is for illustrative purposes only, and is not a proposal for coverage or a guarantee of future expenses, claims costs, managed care savings, etc. There are many variables that can affect future health care costs including utilization patterns, catastrophic claims, changes in plan design, health care trend increases, etc. This analysis does not amend, extend, or alter the coverage provided by the actual insurance policies and contracts. See your policy or contact us for specific information or further details in this regard.

Legal

The intent of this analysis is to provide you with general information regarding the status of, and/or potential concerns related to, your current employee benefits environment. It should not be construed as, nor is it intended to provide, legal advice. Laws may be complex and subject to change. This information is based on current interpretation of the law and is not guaranteed. Questions regarding specific issues should be addressed by legal counsel who specializes in this practice area.

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Board Acceptance of June 2026 Donations Report

Justification Statement: Presentation for Board Review and acceptance of June 2026 Donations Report

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

Staff Responsible: Cristina Pulley
Signature of Requester(s)
Cristina Pulley
Signature of Presenter(s)
Cristina Pulley 06/15/2026
Business Services Approval (Initials) *Date*

Agenda Summary:

The Financial Sevices Department presents the following donation reported to Finance for the month of June 2026. Fiscal year 2026-2026.

RECOMMENDATION:

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$2,792.00

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):
Report Attached.



Canutillo ISD Donations Report May 2026

This report includes ALL donation reported to Finance in June 2026

Date	Donor Name	Address	Donation	Campus/Department	Purpose of Donation	Amount
5/12/2026	Vantage Bank	San Antonio, Texas	Check	Deanna Davenport Elementary	4th Grade Robotics activities	\$620.00
5/13/2026	Smile 4 Less Orthodontics	El Paso, Texas	Check	Canutillo High School	Miscellaneous Supplies for Football Program	\$200.00
5/18/2026	HotShots	El Paso, Texas	Check	Deanna Davenport Elementary	For Students, teachers and staff involving School Activities	\$162.00
6/2/2026	Jerry A. Guerra	Vinton, Texas	10 Commandment Posters (60 count)	Public Informatio Office	For HB 10 Compliance	\$120.00
6/14/2026	David Pearlman-Scorpiian Sales	El Paso, Texas	1000 Viva Canutillo- Orange & Black Bags	Financial Services	District staff training and recoginition functions as needed	\$1,690.00
	No On-Line Donations received in June 2026					
					DONATIONS TOTAL	\$ 2,792.00

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting: Presentation of Budget Amendments for May/June 2026

Justification Statement: Presentation for your review and acceptance of Budget Amendments for the month of May/June 2026

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

Staff Responsible: Cristina Pulley, Executive Director of Financial Services

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

Presentation of Budget Amendments for May/June 2026

RECOMMENDATION: Administration recommends approval of Budget Amendments for the month of May/June 2026

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S):
N/A

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

REQUESTING DEPARTMENT:
Financial Services Department

CONSEQUENCES OF NON-APPROVAL:
N/A

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): Budget Amendments Memo





FINANCIAL SERVICES
CANUTILLO A Premier District

TO: Board of Trustees
 Dr. Josue Borrego, Superintendent

FROM: Cristina Pulley, Executive Director for Financial Services

DATE: June 15, 2026

SUBJECT: Budget Amendments for May/June 2026

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

Administrative Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration
 All Expenses

BC #348471 -This budget amendment will allocate budget for the recording of principal, interest and related financing resources in compliance of GASB 96 Subscription Based Information Technology Arrangements (SBITA). This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.71.6514.00.999.99	SBITA Principal	\$ -	\$ 193,836	\$ 193,836
199.71.6526.00.999.99	SBITA Interest	\$ -	\$ 12,557	\$ 12,557
199.00.7949.00.000.00	Other Financing Resources-SBITA	\$ -	\$ 206,393	\$ 206,393

BC #348487 - This amendment will transfer funds from Function 51-Plant Maintenance to Function-35 Food Service to cover for summer school food service staff wages and in extra duty hourly. This budget amendment will have a no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
101.51.6256.00.909.99	Utility/Electric	\$ 200,000	\$ (33,630)	\$ 166,370
101.35.6128.40.909.99	Extra Duty Pay - Hourly Summer	\$ -	\$ 28,000	\$ 28,000
101.35.6141.40.909.99	Medicare	\$ -	\$ 500	\$ 500
101.35.6143.40.909.99	Workers Compensation	\$ -	\$ 1,800	\$ 1,800
101.35.6145.40.909.99	Unemployment Compensation	\$ -	\$ 50	\$ 50
101.35.6146.40.909.99	Teacher Retirement	\$ -	\$ 280	\$ 280
101.35.6128.05.909.99	Extra Duty Pay - Hourly	\$ -	\$ 3,000	\$ 3,000

BC #348490 -This amendment will transfer funds from Function 51-Plant Maintenance to Function-35 Food Service to cover the cost of extra duty wages incurred for Dinner Program during school year and staff development for staff. Will also cover deficits in Function 51 accounts. This budget amendment will have a no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
101.51.6349.00.909.99	Food Service Supplies	\$ 143,251	\$ (86,330)	\$ 56,921
101.35.6128.05.909.99	Extra Duty Pay - Hourly	\$ -	\$ 81,000	\$ 81,000
101.35.6128.13.909.99	Extra Duty Pay - Hourly Staff Development	\$ -	\$ 4,300	\$ 4,300
101.35.6141.05.909.99	Medicare	\$ 344	\$ 1,000	\$ 1,344
101.51.6141.06.909.99	Medicare	\$ -	\$ 10	\$ 10
101.51.6145.06.909.99	Unemployment Compensation	\$ -	\$ 10	\$ 10
101.51.6149.06.909.99	TRS Entity Contribution	\$ -	\$ 10	\$ 10

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

BC # 348492 -This amendment will transfer funds from Function 36-Cocurricular Activities to Function 35-Food Service to cover an early separation/retirement notification incentive payment. This budget amendment will have a no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.36.6411.00.999.99	Employee Travel, Training and Subsistence	\$ 10,000	\$ (1,000)	\$ 9,000
199.35.6118.00.999.99	Stipend	\$ -	\$ 1,000	\$ 1,000

BC #348493 -This amendment will adjust assigned fund balance to proper amount by reducing previously allocated expenditures. This budget amendment will have a no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.11.6398.97.999.11	Controlled Assets - Technology	\$ 790,714	\$ (58,926)	\$ 731,788
199.00.3590.00.000.00	Assigned Fund Balance	\$ 1,628,926	\$ 58,926	\$ 1,687,852

BC #348474 -This amendment will allocate funds for the bond defeasance payment and bond refundings in the Debt Service Fund. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
599.00.7911.00.000.00	Other Resources - Sale of Bonds	\$ -	\$ (8,175,000)	\$ -
599.00.7916.00.000.00	Other Resources - Bond Premium	\$ -	\$ (1,205,640)	\$ -
599.71.6599.00.999.99	Other Debt Fees	\$ -	\$ 399,086	\$ -
599.00.3600.00.000.00	Fund Balance	\$ -	\$ (2,000,000)	\$ -
599.00.5742.00.000.00	Earnings from Investments	\$ -	\$ (240,000)	\$ -
599.00.8949.00.999.99	Other Uses - Escrow Deposit	\$ -	\$ 8,712,758	\$ -
599.71.6511.00.999.99	Bond Principal	\$ -	\$ 1,960,594	\$ -
599.71.6621.00.999.99	Bond Interest	\$ -	\$ 548,202	\$ -

BC #348475 - This budget amendment will re-allocate budget for capital lease expenditures to principal and interest and capital outlay as required under GASB 87. This budget amendment will have a positive impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.11.6269.xx.xxx.xx	Copy Machine Rental/Lease	\$ -	\$ (86,576)	\$ -
199.21.6269.xx.xxx.xx	Copy Machine Rental/Lease	\$ -	\$ (11,958)	\$ -
199.23.6269.xx.xxx.xx	Copy Machine Rental/Lease	\$ -	\$ (34,388)	\$ -
199.31.6269.xx.xxx.xx	Copy Machine Rental/Lease	\$ -	\$ (8,073)	\$ -
101.35.6269.xx.xxx.xx	Copy Machine Rental/Lease	\$ -	\$ (1,836)	\$ -
199.41.6269.xx.xxx.xx	Copy Machine Rental/Lease	\$ -	\$ (14,531)	\$ -
199.51.6269.xx.xxx.xx	Copy Machine Rental/Lease	\$ -	\$ (1,836)	\$ -
199.52.6269.xx.xxx.xx	Copy Machine Rental/Lease	\$ -	\$ (1,214)	\$ -
199.53.6269.xx.xxx.xx	Copy Machine Rental/Lease	\$ -	\$ (1,836)	\$ -
101.71.6512.00.999.99	Principal on Lease Payments	\$ -	\$ 1,836	\$ -
199.71.6512.00.999.99	Principal on Lease Payments	\$ -	\$ 160,412	\$ -

BC #348476 -This Budget Amendment will allocate budget for the recording of capital assets and related financing resources in compliance of GASB 96 for the electric buses. This Budget Amendment will have a positive impact on the Administrative Cost Ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.00.7913.00.000.00	Other Financing Resources - Lease Proceeds	\$ -	\$ 758,027	\$ -
199.34.6631.00.999.99	Vehicles	\$ -	\$ 758,027	\$ -

BC #347478 - This budget amendment is to re-allocate TRS-On Behalf expenditures to various functions to ensure proper distribution by function. This budget amendment will have a no impact on administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.13.6144.00.999.99	TRS On-Behalf	\$ -	\$ (10,000)	\$ -
199.21.6144.00.999.99	TRS On-Behalf	\$ -	\$ (15,000)	\$ -
199.23.6144.00.999.99	TRS On-Behalf	\$ -	\$ (10,000)	\$ -
199.31.6144.00.999.99	TRS On-Behalf	\$ -	\$ (5,000)	\$ -
199.41.6144.00.999.99	TRS On-Behalf	\$ -	\$ (5,000)	\$ -
199.51.6144.00.999.99	TRS On-Behalf	\$ -	\$ (35,000)	\$ -
199.53.6144.00.999.99	TRS On-Behalf	\$ -	\$ (10,000)	\$ -
199.11.6144.00.999.99	TRS On-Behalf	\$ -	\$ 60,000	\$ -
199.36.6144.00.999.99	TRS On-Behalf	\$ -	\$ 30,000	\$ -

BC #347479 - This interfund transfer will allocate funds from the General Fund Assigned Fund Balance to the Health Insurance Fund Fund Balance to insure reserves are adequate to meet increased health insurance claims.

Budget Account Number		Current Budget	Change	Amended Budget
199.00.8911.00.000.00	Operating Transfers Out	\$ -	\$ (1,000,000)	\$ (1,000,000)
753.00.7915.00.000.00	Operating Transfers In	\$ -	\$ 1,000,000	\$ 1,000,000

BC #347480 - This budget amendment will re-allocate identified budget savings and revenue to ensure spending compliance within budgeted functions. This budget amendment will have a positive impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.00.5812.00.000.00	Foundation Entitlements	\$ -	\$ 40,000	\$ -
199.91.6224.00.999.99	Recapture Payment	\$ -	\$ 40,000	\$ -
199.11.6119.00.999.99	Salaries	\$ -	\$ 595,000	\$ -
199.12.6119.00.999.99	Salaries	\$ -	\$ (25,000)	\$ -
199.13.6119.00.999.99	Salaries	\$ -	\$ (90,000)	\$ -
199.21.6119.00.999.99	Salaries	\$ -	\$ (130,000)	\$ -
199.23.6119.00.999.99	Salaries	\$ -	\$ (140,000)	\$ -
199.31.6119.00.999.99	Salaries	\$ -	\$ (225,000)	\$ -
199.32.6119.00.999.99	Salaries	\$ -	\$ (8,000)	\$ -
199.33.6119.00.999.99	Salaries	\$ -	\$ (50,000)	\$ -
199.34.6119.00.999.99	Salaries	\$ -	\$ 180,000	\$ -
199.36.6119.00.999.99	Salaries	\$ -	\$ (310,000)	\$ -
199.41.6119.00.999.99	Salaries	\$ -	\$ 345,000	\$ -
199.51.6119.00.999.99	Salaries	\$ -	\$ (376,000)	\$ -
199.52.6119.00.999.99	Salaries	\$ -	\$ 50,000	\$ -
199.53.6119.00.999.99	Salaries	\$ -	\$ (88,000)	\$ -
199.61.6119.00.999.99	Salaries	\$ -	\$ 2,000	\$ -
199.71.6526.00.999.99	SBITA Interest	\$ -	\$ 165,000	\$ -
199.81.6213.00.703.99	Tax Collection/Appraisal	\$ -	\$ 105,000	\$ -

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the Investment Resolution - Officer Designation, Training Sources, and Investment Sources and Review and Approval of the Investment Policy

Justification Statement: All investments made by a district shall comply with the Public Funds Investment Act, Texas Government Code Chapter 2256, and all federal, state, and local statutes, rules and regulations. Also, the Board shall review its investment policy and investment strategies not less than annually in accordance with the Government Code and CDA Legal.

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

Staff Responsible: Cristina Pulley, Executive Director of Financial Services

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

6/15/2026
Date

Agenda Summary:

Texas Government Code 2256.008(a), as amended, requires the investment officer of the District to attend an investment training session not less than once in a two-year period and receive no less than eight hours of instruction relating from an independent source approved by the Board of Trustees. District Policy CDA (LOCAL) also requires the Superintendent or other person(s) designated by Board Resolution to serve as the investment officer of the District.

In addition, the governing body of the entity shall, at least annually, review, revise and adopt a list of investment sources or qualified brokers that are authorized to engage in investment transactions with the district. All investment sources are licensed to sell in Texas and meet all legal requirements and policies to sell to the district.

Lastly, the Board of Trustees is required to review and approve the CISD Investment Policy CDA annually.

Please see attachments for officer designations, independent sources of investment training, and investment sources.

RECOMMENDATION: Administration recommends the approval of the Investment Resolution - Officer Designation, Training Sources, and Investment Sources and also recommends the approval of the Investment Policy.

PRIOR BOARD ACTION: 6/24/25 AWARDED: N/A AWARDED AMOUNT: N/A

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:
Financial Services Department

CONSEQUENCES OF NON-APPROVAL:
Non-compliance with Government Code and Legal and Local Policies

IMPLEMENTATION TIMELINE:
Upon Approval

ATTACHMENT(S): ✓ Memo, Resolution, CDA Legal, CDA Local





FINANCIAL SERVICES

CANUTILLO A Premier District

To: Board of Trustees

From: Cristina Pulley, Executive Director of Financial Services

Date: June 15, 2026

Subject: Approval of Investment Resolution and Investment Policy

The Board of Trustees is required to review and approve the resolution related to District investments annually:

Resolution Approving Independent Sources for Investment Training and Designation of Investment Officers

Texas Government Code 2256.008(a), as amended, requires the investment officer of the District to attend an investment training session not less than once in a two-year period and receive no less than eight hours of instruction relating from an independent source approved by the Board of Trustees. District Policy CDA (LOCAL) also requires the Superintendent or other person(s) designated by Board Resolution to serve as the investment officer of the District.

The resolution names the Chief Financial Officer, Assistant Director of Financial Services and Accountant(s) as the District's Investment Officers. The resolution also includes approval of the following independent sources for investment officer training.

- Texas Association of School Boards
- Texas Association of School Business Officials
- Texas Association of School Administrators
- Texas Municipal League
- Texas Class
- Texas Investment Training
- Region 19
- Center for Public Management

In addition, the governing body of the entity shall, at least annually, review, revise and adopt a list of investment sources or qualified brokers that are authorized to engage in investment transactions with the district. All investment sources are licensed to sell in Texas and meet all legal requirements and policies to sell to the district. The listed investment sources below are recommended.

- LOGIC
- First Public – Lonestar
- Texas CLASS-MBIA
- Texpool
- TexSTAR
- Texas Term & Daily

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

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).

- UMB
- BBVA Compass Bank
- Wells Fargo Security

Lastly, the Board of Trustees is required to review and approve the CISD Investment Policy CDA annually. Attached you will find a copy of CDA Policy-Investments (Local & Legal) and the resolution listed above.

If you have any additional questions or concerns, feel free to contact me at your discretion, at 877-7425 or at cpulley@canutillo-isd.org.

Attachments

**RESOLUTION APPROVING INDEPENDENT SOURCES FOR INVESTMENT TRAINING AND DESIGNATION OF
INVESTMENT OFFICERS
FOR THE CANUTILLO INDEPENDENT SCHOOL DISTRICT**

WHEREAS, Canutillo Independent School District (“District”) has been legally created and operates pursuant to the general laws of the State of Texas applicable to independent school districts; and

WHEREAS, the Investment Policy CDA (LOCAL) states the superintendent or other person as designated by Board resolution shall serve as the investment officer of the District; and

WHEREAS, the Texas Association of School Boards (“TASB”), the Texas Association of School Administrators (“TASA”), and the Texas Association of School Business Officials (“TASBO”), Texas Class, Texas Municipal League (TML), Texas Investment Training, Region 19 and Center for Public Management are independent sources that provide investment training sessions relating to investment responsibilities; and

WHEREAS, the Board of Trustees of the Canutillo Independent School District wishes to approve these independent sources of instruction to provide investment training sessions required by Texas Government Code Section 2256.008(a):

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

That the Texas Association of School Boards, the Texas Association of School Business Officials, and Texas Association of School Administrators, Texas Class, Texas Municipal League, Texas Investment Training, Region 19 and Center for Public Management are hereby approved as independent sources of instruction relating to investment responsibilities for the investment officers of this District, as required by Section 2256.008(a), Texas Government Code, as amended.

And that the Chief Financial Officer, Assistant Director of Finance and Accountant(s) shall serve as the District’s Investment Officers.

Passed and approved this 23th day of June, 2026.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

By _____
Sergio Martinez, Board President

Attest:

Cindy Zuniga, Board Secretary

RESOLUTION OF THE BOARD REGARDING REVIEW OF THE INVESTMENT PROGRAM

WHEREAS, Section 2256.005(e) of the Public Funds Investment Act (Texas Government Code Chapter 2256) (the “Act”) requires the Board of Trustees of Canutillo Independent School District (District) to (a) review the District’s investment policy and investment strategies set forth in CDA(LOCAL) not less than annually and (b) adopt this resolution reflecting the Board’s review and recording any changes made to the investment policy or strategies;

WHEREAS, the District’s investment policy for fiscal year 2026-2027 has been presented to the Board for its consideration and approval, as required by the Act; and

WHEREAS, the District’s investment policy for fiscal year 2026-2027 includes no modifications from the District’s investment policy for fiscal year 2025-2026.

WHEREAS Government Code 2256.025 requires the Board or a designated investment committee to, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the District.

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Canutillo Independent School District has reviewed the District’s investment policy, and hereby adopts the policy for fiscal year 2026-2027 in compliance with the Act.

BE IT FURTHER RESOLVED that, after review of the District’s qualified brokers, the Board of Trustees of Canutillo Independent School District adopts the following list of qualified brokers for fiscal year 2026-2027:

- LOGIC
- First Public – Lonestar
- Texas CLASS-MBIA
- Texpool
- TexSTAR
- Texas Term & Daily
- UMB
- BBVA Compass Bank
- Wells Fargo Security

Adopted this 23th day of June, 2026 by the Board of Trustees.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

By _____
Sergio Martinez, Board President

Attest:

Cindy Zuniga, Board Secretary

Table of Contents	Definitions	3
	Bond Proceeds	3
	Investment Pool	3
	Pooled Fund Group.....	3
	Separately Invested Asset	3
	Pledged Revenue	3
	Joint Account	3
	Repurchase Agreement.....	3
	Hedging.....	4
	Corporate Bond.....	4
	Written Policies.....	4
	Annual Review.....	5
	Annual Audit.....	5
	Investment Strategies	5
	Investment Officer.....	6
	Investment Training	6
	Standard of Care.....	7
	Selection of Broker.....	9
	Bond Proceeds	9
	Authorized Investments.....	9
	Investment Management Firm	9
	Obligations of Governmental Entities.....	10
	Certificates of Deposit and Share Certificates	12
	Repurchase Agreements	13
	Securities Lending Program.....	13
	Banker's Acceptances	14
	Commercial Paper	15
	Mutual Funds	15
	Guaranteed Investment Contracts.....	16
	Investment Pools	17
	Corporate Bonds.....	17
	Hedging Transactions	18
	Prohibited Investments	19
	Loss of Required Rating	19

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

Sellers of Investments	19
Business Organization	20
Donations	20
Electronic Funds Transfer	20

All investments made by a district shall comply with the Public Funds Investment Act (Texas Government Code Chapter 2256, Subchapter A) and all federal, state, and local statutes, rules, or regulations. *Gov't Code 2256.026*

Definitions

Bond Proceeds	"Bond proceeds" means the proceeds from the sale of bonds, notes, and other obligations issued by a district, and reserves and funds maintained by a district for debt service purposes.
Investment Pool	"Investment pool" means an entity created under the Texas Government Code to invest public funds jointly on behalf of the entities that participate in the pool and whose investment objectives in order of priority are preservation and safety of principal, liquidity, and yield.
Pooled Fund Group	"Pooled fund group" means an internally created fund of a district in which one or more institutional accounts of a district are invested.
Separately Invested Asset	"Separately invested asset" means an account or fund of a district that is not invested in a pooled fund group. <i>Gov't Code 2256.002(1), (6), (9), (12)</i>
Pledged Revenue	"Pledged revenue" means money pledged to the payment of or as security for: <ol style="list-style-type: none">1. Bonds or other indebtedness issued by a district;2. Obligations under a lease, installment sale, or other agreement of a district; or3. Certificates of participation in a debt or obligation described by item 1 or 2. <i>Gov't Code 2256.0208(a)</i>
Joint Account	"Joint account" means an account maintained by a custodian bank and established on behalf of two or more parties to engage in aggregate repurchase agreement transactions.
Repurchase Agreement	"Repurchase agreement" means a simultaneous agreement to buy, hold for a specified time, and sell back at a future date obligations, described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds), at a market value at the time the funds are disbursed of not less than the principal amount of the funds disbursed. The term includes a direct security repurchase agreement and a reverse security repurchase agreement. <i>Gov't Code 2256.011(b)</i>

Hedging

“Hedging” means acting to protect against economic loss due to price fluctuation of a commodity or related investment by entering into an offsetting position or using a financial agreement or producer price agreement in a correlated security, index, or other commodity.

Eligible Entity

“Eligible entity” means a political subdivision that has:

1. A principal amount of at least \$250 million in outstanding long-term indebtedness, long-term indebtedness proposed to be issued, or a combination of outstanding long-term indebtedness and long-term indebtedness proposed to be issued; and
2. Outstanding long-term indebtedness that is rated in one of the four highest rating categories for long-term debt instruments by a nationally recognized rating agency for municipal securities, without regard to the effect of any credit agreement or other form of credit enhancement entered into in connection with the obligation.

Eligible Project

“Eligible project” has the meaning assigned by Government Code 1371.001 (issuance of obligations for certain public improvements).

Gov’t Code 2256.0207(a)

Corporate Bond

“Corporate bond” means a senior secured debt obligation issued by a domestic business entity and rated not lower than “AA-” or the equivalent by a nationally recognized investment rating firm. The term does not include a debt obligation that, on conversion, would result in the holder becoming a stockholder or shareholder in the entity, or any affiliate or subsidiary of the entity, that issued the debt obligation, or is an unsecured debt obligation. *Gov’t Code 2256.0204(a)*

Written Policies

The board shall adopt by rule, order, ordinance, or resolution, as appropriate, a written investment policy regarding the investment of its funds and funds under its control. The investment policies must primarily emphasize safety of principal and liquidity and must address investment diversification, yield, and maturity and the quality and capability of investment management. The policies must include:

1. A list of the types of authorized investments in which the district’s funds may be invested;
2. The maximum allowable stated maturity of any individual investment owned by the district;

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

3. For pooled fund groups, the maximum dollar-weighted average maturity allowed based on the stated maturity date of the portfolio;
4. Methods to monitor the market price of investments acquired with public funds;
5. A requirement for settlement of all transactions, except investment pool funds and mutual funds, on a delivery versus payment basis; and
6. Procedures to monitor rating changes in investments acquired with public funds and the liquidation of such investments consistent with the provisions of Government Code 2256.021 [see Loss of Required Rating, below].

Gov't Code 2256.005(a), (b)

Annual Review

The board shall review its investment policy and investment strategies not less than annually. The board shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies. *Gov't Code 2256.005(e)*

Annual Audit

A district shall perform a compliance audit of management controls on investments and adherence to the district's established investment policies. The compliance audit shall be performed in conjunction with the annual financial audit. *Gov't Code 2256.005(m)*

Investment
Strategies

As an integral part of the investment policy, the board shall adopt a separate written investment strategy for each of the funds or group of funds under the board's control. Each investment strategy must describe the investment objectives for the particular fund using the following priorities in order of importance:

1. Understanding of the suitability of the investment to the financial requirements of the district;
2. Preservation and safety of principal;
3. Liquidity;
4. Marketability of the investment if the need arises to liquidate the investment before maturity;
5. Diversification of the investment portfolio; and
6. Yield.

Gov't Code 2256.005(d)

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

Investment Officer	<p>A district shall designate by rule, order, ordinance, or resolution, as appropriate, one or more officers or employees as investment officer(s) to be responsible for the investment of its funds consistent with the investment policy adopted by the board. If the board has contracted with another investing entity to invest its funds, the investment officer of the other investing entity is considered to be the investment officer of the contracting board's district. In the administration of the duties of an investment officer, the person designated as investment officer shall exercise the judgment and care, under prevailing circumstances, that a prudent person would exercise in the management of the person's own affairs, but the board retains the ultimate responsibility as fiduciaries of the assets of the district. Unless authorized by law, a person may not deposit, withdraw, transfer, or manage in any other manner the funds of the district. Authority granted to a person to invest the district's funds is effective until rescinded by the district or until termination of the person's employment by a district, or for an investment management firm, until the expiration of the contract with the district. <i>Gov't Code 2256.005(f)</i></p> <p>A district or investment officer may use the district's employees or the services of a contractor of the district to aid the investment officer in the execution of the officer's duties under Government Code Chapter 2256. <i>Gov't Code 2256.003(c)</i></p>
Investment Training	<p>Investment training must include education in investment controls, security risks, strategy risks, market risks, diversification of investment portfolio, and compliance with the Public Funds Investment Act. <i>Gov't Code 2256.008(c)</i></p>
<i>Initial</i>	<p>Within 12 months after taking office or assuming duties, the treasurer, the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend at least one training session from an independent source approved by the board or a designated investment committee advising the investment officer. This initial training must contain at least 10 hours of instruction relating to their respective responsibilities under the Public Funds Investment Act. <i>Gov't Code 2256.008(a)</i></p>
<i>Ongoing</i>	<p>The treasurer, or the chief financial officer if the treasurer is not the chief financial officer, and the investment officer of a district shall attend an investment training session not less than once in a two-year period that begins on the first day of the district's fiscal year and consists of the two consecutive fiscal years after that date, and receive not less than eight hours of instruction relating to investment responsibilities under the Public Funds Investment Act from an independent source approved by the board or by a designated</p>

investment committee advising the investment officer. *Gov't Code 2256.008(a-1)*

Exception

The ongoing training requirement does not apply to the treasurer, chief financial officer, or investment officer of a district if:

1. The district does not invest district funds or only deposits those funds in interest-bearing deposit accounts or certificates of deposit as authorized by Government Code 2256.010; and
2. The treasurer, chief financial officer, or investment officer annually submits to the agency a sworn affidavit identifying the applicable criteria under item 1 that apply to the district.

Gov't Code 2256.008(g)

Standard of Care

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived. Investment of funds shall be governed by the following objectives, in order of priority:

1. Preservation and safety of principal;
2. Liquidity; and
3. Yield.

In determining whether an investment officer has exercised prudence with respect to an investment decision, the following shall be taken into consideration:

1. The investment of all funds, or funds under the district's control, over which the officer had responsibility rather than the prudence of a single investment; and
2. Whether the investment decision was consistent with the district's written investment policy.

Gov't Code 2256.006

Personal Interest

A district investment officer who has a personal business relationship with a business organization offering to engage in an investment transaction with the district shall file a statement disclosing that personal business interest. An investment officer who is related within the second degree by affinity or consanguinity, as determined by Government Code Chapter 573 (nepotism prohibition), to an individual seeking to sell an investment to the investment officer's district shall file a statement disclosing that relationship. A required statement must be filed with the board and with the Texas

Ethics Commission. For purposes of this policy, an investment officer has a personal business relationship with a business organization if:

1. The investment officer owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business organization;
2. Funds received by the investment officer from the business organization exceed 10 percent of the investment officer's gross income for the previous year; or
3. The investment officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment officer.

Gov't Code 2256.005(i)

Quarterly Reports

Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding reporting period. This report shall be presented not less than quarterly to the board and the superintendent within a reasonable time after the end of the period. The report must:

1. Describe in detail the investment position of the district on the date of the report;
2. Be prepared jointly and signed by all district investment officers;
3. Contain a summary statement of each pooled fund group that states the:
 - a. Beginning market value for the reporting period;
 - b. Ending market value for the period; and
 - c. Fully accrued interest for the reporting period;
4. State the book value and market value of each separately invested asset at the end of the reporting period by the type of asset and fund type invested;
5. State the maturity date of each separately invested asset that has a maturity date;
6. State the account or fund or pooled group fund in the district for which each individual investment was acquired; and

7. State the compliance of the investment portfolio of the district as it relates to the investment strategy expressed in the district's investment policy and relevant provisions of the Public Funds Investment Act.

If a district invests in other than money market mutual funds, investment pools or accounts offered by its depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the investment officers shall be formally reviewed at least annually by an independent auditor, and the result of the review shall be reported to the board by that auditor.

Gov't Code 2256.023

Selection of Broker

The board or the designated investment committee shall, at least annually, review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with a district.

Gov't Code 2256.025

Bond Proceeds

The investment officer of a district may invest bond proceeds or pledged revenue only to the extent permitted by the Public Funds Investment Act, in accordance with:

1. Statutory provisions governing the debt issuance or the agreement, as applicable; and
2. The district's investment policy regarding the debt issuance or the agreement, as applicable.

Gov't Code 2256.0208(b)

Authorized Investments

A board may purchase, sell, and invest its funds and funds under its control in investments described below, in compliance with its adopted investment policies and according to the standard of care set out in this policy. *Gov't Code 2256.003(a)*

The board may specify in its investment policy that any authorized investment is not suitable. *Gov't Code 2256.005(j)*

Investment Management Firm

In the exercise of these powers, the board may contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under this authority may not be for a term longer than two years. A renewal or extension of the contract must be made by the board by order, ordinance, or resolution.

A district that contracts with an investment management firm may authorize the firm to invest the district's public funds or other funds

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

under the district's control in repurchase agreements as provided by Government Code 2256.011 using a joint account.

An investment management firm responsible for managing a repurchase agreement transaction using a joint account on behalf of a district must ensure that:

1. Accounting and control procedures are implemented to document the district's aggregate daily investment and pro rata share in the joint account;
2. Each party participating in the joint account retains the sole rights of ownership to the party's pro rata share of assets invested in the joint account, including investment earnings on those assets; and
3. Policies and procedures are implemented to prevent a party participating in the joint account from using any part of a balance of the joint account that is credited to another party.

Gov't Code 2256.003(b), .011(f), (g)

Obligations of
Governmental
Entities

The following are authorized investments:

1. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks;
2. Direct obligations of this state or its agencies and instrumentalities;
3. Collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States;
4. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state, the United States, or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation (FDIC) or by the explicit full faith and credit of the United States;
5. Obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent;
6. Bonds issued, assumed, or guaranteed by the state of Israel;

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

7. Interest-bearing banking deposits that are guaranteed or insured by the FDIC or its successor, or the National Credit Union Share Insurance Fund or its successor; and
8. Interest-bearing banking deposits other than those described at item 7 above if:
 - a. The funds are invested through a broker with a main office or a branch office in this state that the district selects from a list the board or designated investment committee of the district adopts as required at Selection of Broker above or a depository institution with a main office or a branch office in this state and that the district selects;
 - b. The broker or depository institution selected as described above arranges for the deposit of the funds in the banking deposits in one or more federally insured depository institutions, regardless of where located, for the district's account;
 - c. The full amount of the principal and accrued interest of the banking deposits is insured by the United States or an instrumentality of the United States; and
 - d. The district appoints as the district's custodian of the banking deposits issued for the district's account the depository institution selected as described above, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Commission and operating under Rule 15c3-3 (17 C.F.R. Section 240.15c3-3).

Gov't Code 2256.009(a)

*Unauthorized
Obligations*

The following investments are not authorized:

1. Obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;
2. Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;
3. Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years; and

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

4. Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Gov't Code 2256.009(b)

Certificates of
Deposit and Share
Certificates

A certificate of deposit or share certificate is an authorized investment if the certificate is issued by a depository institution that has its main office or a branch office in Texas and is:

1. Guaranteed or insured by the FDIC or its successor or the National Credit Union Share Insurance Fund or its successor;
2. Secured by obligations described at Obligations of Governmental Entities, above, including mortgage backed securities directly issued by a federal agency or instrumentality that have a market value of not less than the principal amount of the certificates, but excluding those mortgage backed securities described at Unauthorized Obligations, above; or
3. Secured in accordance with Government Code Chapter 2257 (Public Funds Collateral Act) or in any other manner and amount provided by law for the deposits of the district.

Gov't Code 2256.010(a)

In addition to the authority to invest funds in certificates of deposit under the previous section, an investment in certificates of deposit made in accordance with the following conditions is an authorized investment:

1. The funds are invested by the district through a broker that has its main office or a branch office in this state and is selected from a list adopted by the district as required at Selection of Broker, above or a depository institution that has its main office or a branch office in this state and that is selected by the district;
2. The broker or depository institution selected by the district arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the district;
3. The full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States; and
4. The district appoints the depository institution selected by the district, an entity described by Government Code 2257.041(d) (custodian with which to deposit securities), or a clearing broker-dealer registered with the Securities and Exchange Com-

mission and operating pursuant to Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the district with respect to the certificates of deposit issued for the account of the district.

Gov't Code 2256.010(b)

The district's investment policies may provide that bids for certificates of deposit be solicited orally, in writing, electronically, or in any combination of those methods. *Gov't Code 2256.005(c)*

Repurchase
Agreements

A fully collateralized repurchase agreement is an authorized investment if it:

1. Has a defined termination date;
2. Is secured by a combination of cash and obligations described by Government Code 2256.009(a)(1) (obligations of governmental entities) or 2256.013 (commercial paper) or if applicable, 2256.0204 (corporate bonds);
3. Requires the securities being purchased by the district or cash held by the district to be pledged to the district either directly or through a joint account approved by the district, held in the district's name either directly or through a joint account approved by the district, and deposited at the time the investment is made with the district or a third party selected and approved by the district; and
4. Is placed through a primary government securities dealer, as defined by the Federal Reserve or a financial institution doing business in Texas.

The term of any reverse security repurchase agreement may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by a district under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a repurchase agreement by a district.

Gov't Code 2256.011(a), (c), (d), (e)

Securities Lending
Program

A securities lending program is an authorized investment if:

1. The value of securities loaned is not less than 100 percent collateralized, including accrued income;

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

2. A loan allows for termination at any time;
3. A loan is secured by:
 - a. Pledged securities described at Obligations of Governmental Entities, above;
 - b. Pledged irrevocable letters of credit issued by a bank that is organized and existing under the laws of the United States or any other state, and continuously rated by at least one nationally recognized investment rating firm at not less than A or its equivalent; or
 - c. Cash invested in accordance with Government Code 2256.009 (obligations of governmental entities), 2256.013 (commercial paper), 2256.014 (mutual funds), or 2256.016 (investment pools);
4. The terms of a loan require that the securities being held as collateral be pledged to the district, held in the district's name, and deposited at the time the investment is made with the district or with a third party selected by or approved by the district; and
5. A loan is placed through a primary government securities dealer, as defined by 5 C.F.R. Section 6801.102(f), as that regulation existed on September 1, 2003, or a financial institution doing business in this state.

An agreement to lend securities under a securities lending program must have a term of one year or less.

Gov't Code 2256.0115

Banker's
Acceptances

A banker's acceptance is an authorized investment if it:

1. Has a stated maturity of 270 days or fewer from the date of issuance;
2. Will be, in accordance with its terms, liquidated in full at maturity;
3. Is eligible for collateral for borrowing from a Federal Reserve Bank; and
4. Is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or

an equivalent rating by at least on nationally recognized credit rating agency.

Gov't Code 2256.012

Commercial Paper

Commercial paper is an authorized investment if it has a stated maturity of 365 days or fewer from the date of issuance; and is rated not less than A-1 or P-1 or an equivalent rating by at least:

1. Two nationally recognized credit rating agencies; or
2. One nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States law or any state.

Gov't Code 2256.013

Mutual Funds

A no-load money market mutual fund is an authorized investment if the mutual fund:

1. Is registered with and regulated by the Securities and Exchange Commission;
2. Provides the district with a prospectus and other information required by the Securities and Exchange Act of 1934 (15 U.S.C. 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. 80a-1 et seq.); and
3. Complies with federal Securities and Exchange Commission Rule 2a-7 (17 C.F.R. Section 270.2a-7), promulgated under the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.).

Gov't Code 2256.014(a)

In addition to the no-load money market mutual fund authorized above, a no-load mutual fund is an authorized investment if it:

1. Is registered with the Securities and Exchange Commission;
2. Has an average weighted maturity of less than two years; and
3. Either has a duration of:
 - a. One year or more and is invested exclusively in obligations approved by the Public Funds Investment Act, or
 - b. Less than one year and the investment portfolio is limited to investment grade securities, excluding asset-backed securities.

Gov't Code 2256.014(b)

Limitations

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Government Code 2256.014(b);
2. Invest any portion of bond proceeds, reserves and funds held for debt service, in mutual funds described in Government Code 2256.014(b); or
3. Invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Government Code 2256.014(a) or (b) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Gov't Code 2256.014(c)

Guaranteed
Investment
Contracts

A guaranteed investment contract is an authorized investment for bond proceeds if the guaranteed investment contract:

1. Has a defined termination date;
2. Is secured by obligations described at Obligations of Governmental Entities, above, excluding those obligations described at Unauthorized Obligations, in an amount at least equal to the amount of bond proceeds invested under the contract; and
3. Is pledged to the district and deposited with the district or with a third party selected and approved by the district.

Bond proceeds, other than bond proceeds representing reserves and funds maintained for debt service purposes, may not be invested in a guaranteed investment contract with a term longer than five years from the date of issuance of the bonds.

To be eligible as an authorized investment:

1. The board must specifically authorize guaranteed investment contracts as eligible investments in the order, ordinance, or resolution authorizing the issuance of bonds;
2. The district must receive bids from at least three separate providers with no material financial interest in the bonds from which proceeds were received;
3. The district must purchase the highest yielding guaranteed investment contract for which a qualifying bid is received;

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

4. The price of the guaranteed investment contract must take into account the reasonably expected drawdown schedule for the bond proceeds to be invested; and
5. The provider must certify the administrative costs reasonably expected to be paid to third parties in connection with the guaranteed investment contract.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution of a guaranteed investment contract by a district.

Gov't Code 2256.015

Investment Pools

A district may invest its funds or funds under its control through an eligible investment pool if the board by rule, order, ordinance, or resolution, as appropriate, authorizes the investment in the particular pool. *Gov't Code 2256.016, .019*

To be eligible to receive funds from and invest funds on behalf of a district, an investment pool must furnish to the investment officer or other authorized representative of the district an offering circular or other similar disclosure instrument that contains the information specified in Government Code 2256.016(b). To maintain eligibility, an investment pool must furnish to the investment officer or other authorized representative investment transaction confirmations and a monthly report that contains the information specified in Government Code 2256.016(c). A district by contract may delegate to an investment pool the authority to hold legal title as custodian of investments purchased with its local funds. *Gov't Code 2256.016(b)-(d)*

Corporate Bonds

A district that qualifies as an issuer as defined by Government Code 1371.001 [see CCF], may purchase, sell, and invest its funds and funds under its control in corporate bonds (as defined above) that, at the time of purchase, are rated by a nationally recognized investment rating firm "AA-" or the equivalent and have a stated final maturity that is not later than the third anniversary of the date the corporate bonds were purchased.

A district is not authorized to:

1. Invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds, reserves, and other funds held for the payment of debt service, in corporate bonds; or
2. Invest more than 25 percent of the funds invested in corporate bonds in any one domestic business entity, including subsidiaries and affiliates of the entity.

A district subject to these provisions may purchase, sell, and invest its funds and funds under its control in corporate bonds if the board:

1. Amends its investment policy to authorize corporate bonds as an eligible investment;
2. Adopts procedures to provide for monitoring rating changes in corporate bonds acquired with public funds and liquidating the investment in corporate bonds; and
3. Identifies the funds eligible to be invested in corporate bonds.

The district investment officer, acting on behalf of the district, shall sell corporate bonds in which the district has invested its funds not later than the seventh day after the date a nationally recognized investment rating firm:

1. Issues a release that places the corporate bonds or the domestic business entity that issued the corporate bonds on negative credit watch or the equivalent, if the corporate bonds are rated "AA-" or the equivalent at the time the release is issued; or
2. Changes the rating on the corporate bonds to a rating lower than "AA-" or the equivalent.

Gov't Code 2256.0204

Hedging
Transactions

The board of an eligible entity (as defined above) shall establish the entity's policy regarding hedging transactions. An eligible entity may enter into hedging transactions, including hedging contracts, and related security, credit, and insurance agreements in connection with commodities used by an eligible entity in the entity's general operations, with the acquisition or construction of a capital project, or with an eligible project. A hedging transaction must comply with the regulations of the federal Commodity Futures Trading Commission and the federal Securities and Exchange Commission.

Government Code 1371.059(c) (validity and incontestability of obligations for certain public improvements) applies to the execution by an eligible entity of a hedging contract and any related security, credit, or insurance agreement.

An eligible entity may:

1. Pledge as security for and to the payment of a hedging contract or a security, credit, or insurance agreement any general or special revenues or funds the entity is authorized by law to pledge to the payment of any other obligation.

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

2. Credit any amount the entity receives under a hedging contract against expenses associated with a commodity purchase.

An eligible entity's cost of or payment under a hedging contract or agreement may be considered an operation and maintenance expense, an acquisition expense, or construction expense of the eligible entity; or a project cost of an eligible project.

Gov't Code 2256.0206

Prohibited
Investments

Except as provided by Government Code 2270 (prohibited investments), a district is not required to liquidate investments that were authorized investments at the time of purchase. *Gov't Code 2256.017*

Note: As an "investing entity" under Government Code 2270.0001(7)(A), a district must comply with Chapter 2270, including reporting requirements, regarding prohibited investments in scrutinized companies listed by the comptroller in accordance with Government Code 2270.0201.

Loss of Required
Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have the minimum rating. A district shall take all prudent measures that are consistent with its investment policy to liquidate an investment that does not have the minimum rating. *Gov't Code 2256.021*

**Sellers of
Investments**

A written copy of the investment policy shall be presented to any business organization (as defined below) offering to engage in an investment transaction with a district. The qualified representative of the business organization offering to engage in an investment transaction with a district shall execute a written instrument in a form acceptable to the district and the business organization substantially to the effect that the business organization has:

1. Received and reviewed the district investment policy; and
2. Acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the district and the organization that are not authorized by the district's investment policy, except to the extent that this authorization:
 - a. Is dependent on an analysis of the makeup of the district's entire portfolio;

OTHER REVENUES
INVESTMENTS

CDA
(LEGAL)

- b. Requires an interpretation of subjective investment standards; or
- c. Relates to investment transactions of the entity that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority.

The investment officer of a district may not acquire or otherwise obtain any authorized investment described in the district's investment policy from a business organization that has not delivered to the district the instrument required above.

Gov't Code 2256.005(k)-(l)

Nothing in this section relieves the district of the responsibility for monitoring investments made by the district to determine that they are in compliance with the investment policy.

Business
Organization

For purposes of the provisions at Sellers of Investments above, "business organization" means an investment pool or investment management firm under contract with a district to invest or manage the district's investment portfolio that has accepted authority granted by the district under the contract to exercise investment discretion in regard to the district's funds.

Gov't Code 2256.005(k)

Donations

A gift, devise, or bequest made to a district to provide college scholarships for district graduates may be invested by the board as provided in Property Code 117.004 (Uniform Prudent Investor Act), unless otherwise specifically provided by the terms of the gift, devise, or bequest. *Education Code 45.107*

Investments donated to a district for a particular purpose or under terms of use specified by the donor are not subject to the requirements of the Public Funds Investment Act. *Gov't Code 2256.004(b)*

**Electronic Funds
Transfer**

A district may use electronic means to transfer or invest all funds collected or controlled by the district. *Gov't Code 2256.051*

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. The investment officer shall be bonded or shall be covered under a fidelity insurance policy. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved
Investment
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

Diversity

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
Safekeeping and Custody	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
Sellers of Investments	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).</p>
Soliciting Bids for CDs	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
Interest Rate Risk	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

Board of Trustees

Meeting Date: 6/23/2026

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Final Acceptance of Work and Final Payment for Project Reyes Elementary School, RFQ #2025-02B, Project No. 106-09 to Banes General Contractors in the amount of \$51,651.59

Justification Statement: To comply with Board Policy (CV) pertaining to final payment for construction work

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)

06.12.2026

Date

Agenda Summary: On August 19, 2025, the Board of Trustees approved the Guaranteed Maximum Price (GMP) for Construction Manager at Risk (CMAR) Services at Reyes Elementary School RFQ #2025-02B to Banes General Contractors.

Board Policy CV (Local): Facilities Construction: "The District shall not make final payments for construction work or the supervision of construction until the work has been completed, all close-out documents have been presented to the district, and the Board has accepted the work." The district maintains retainage in an amount of at least five percent (5%) of the contract value until final payment is made. Administration is providing the Board documentation to the effect that the conditions for Final Acceptance and Final Payment set out in the contract have been satisfied.

Substantial completion was achieved on April 06, 2026, in accordance with the terms outlined in the contract documents. Administration is providing the Board documentation to the effect that the conditions for Final Acceptance and Final Payment have been satisfied.

RECOMMENDATION: Administration Recommends that the Board of Trustees approve the Final Acceptance of Work and Final Payment for Reyes Elementary School RFQ #2025-02B, Project 106-09 to Banes General Contractors, Inc., in the amount of \$51,651.59.

PRIOR BOARD ACTION: Yes AWARDED: 8/19/2025 AWARDED AMOUNT: \$1,072,986.29

AMOUNT(S): \$51,651.59

ACCOUNT NO(S): 694.81.6629.09.106.99

REQUESTING DEPARTMENT:
Operations

CONSEQUENCES OF NON-APPROVAL:
Non-approval will have an impact on the timeline of the project.

IMPLEMENTATION TIMELINE:
Upon Board Approval

ATTACHMENT(S): ✓
Final Payment Package

CISD REYES ES - APPLICATION AND CERTIFICATE FOR PAYMENT

TO (OWNER):
 Canutillo Independent School District
 7965 Art Craft Rd.
 Canutillo, Texas 79835

FROM (CONTRACTOR):
 BANES GENERAL CONTRACTORS, INC.
 6001 Doniphan Dr.
 El Paso, Texas 79932

PROJECT TITLE:
 Reyes Elementary School Upgrade
 7440 Northern Pass Drive
 El Paso, Texas 79911

VIA (ARCHITECT):
 GA Achitecture Inc.
 1000 E.Yandell Dr.
 El Paso, Texas 79902

APPLICATION NO.: 8RET
APPLICATION DATE.: 05/31/26
PERIOD FROM: 05/01/26
PERIOD TO: 05/31/26

Distribution to:	
x	OWNER
x	ARCHITECT
x	CONTRACTOR

CONTRACT FOR: CISD Job# 106-001/PO#26000684
GC INTERNAL PROJECT # 7641

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

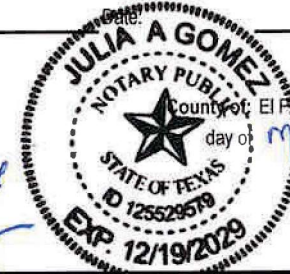
1 ORIGINAL CONTRACT SUM	\$	1,069,486.29
2 Net change by Change Orders	\$	-36,454.44
3 CONTRACT SUM TO DATE (line 1 + 2)	\$	1,033,031.85
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	1,033,031.85
5 RETAINAGE:		
a. 0% % of Completed Work (Column D + E on G703)	\$	0.00
b. 0% % of Stored Material (Column F on G703)	\$	0.00
Total Retainage (Line 5a + 5b or Total in Column 1 G703)	\$	0.00
6 TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	1,033,031.85
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	981,380.26
8 CURRENT PAYMENT DUE	\$	51,651.59
9 BALANCE TO FINISH, PLUS RETAINAGE (Line 3 less Line 6)	\$	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: BANES GENERAL CONTRACTORS, INC.

By: AdT Date: 5/31/2026
 Type Name/Title: Adriana Tolbert, Project Manager

State of: Texas
 Subscribed and sworn to before me this 31 day of May, 2026
 My Commission expires: 12/19/24
 Notary Public: Julia Gomez



CERTIFICATE FOR PAYMENT

In accordance with the Contractor Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$ 51,651.59

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT/ENGINEER: GA Achitecture Inc.
 By: [Signature] Date: 8 June 2026
 Type Name/Title:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Number 1 Date Approved		-\$36,454.44
TOTALS	\$0.00	-\$36,454.44
Net change by Change Orders		-\$36,454.44

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column 1 on Contracts where variable retainage for line items may apply:

CONTRACT FOR: CISD Job# 106-001/PO#26000684

GC INTERNAL PROJECT # 7641

APPLICATION NUMBER: 8RET

APPLICATION DATE: 05/31/26

PERIOD TO: 05/31/26

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	F WORK COMPLETED		H MATERIALS PRESENTLY STORED (NOT IN D OR E)	I TOTAL COMPLETED AND STORED TO DATE (D+E+F)	J % (G/C)	K BALANCE TO FINISH (C - G)	L RETAINAGE	M TOTAL EARNED MINUS RETAINAGE (G - I)	N LESS PREVIOUS CERTIFICATES FOR PAYMENT	O CURRENT PAYMENT DUE (J - K)
			G FROM PREVIOUS APPLICATION (D+E)	H THIS PERIOD								
CISD - Reyes Elementary School Upgrade												
1	Bid Package No.03 - MEP(New Chiller, Cooling Tower & Pump)	857,590.00	857,590.00	-		\$857,590.00	100%	\$0.00	\$0.00	\$857,590.00	\$814,710.50	\$42,879.50
2	DIRECT COSTS SUBTOTAL	\$857,590.00	\$857,590.00	\$0.00	\$0.00	\$857,590.00	100.00%	\$0.00	\$0.00	\$857,590.00	\$814,710.50	\$42,879.50
3	General Requirements Items	15,000.00	219.00	14,781.00		\$15,000.00	100%	\$0.00	\$0.00	\$15,000.00	\$208.05	\$14,791.95
4	General Conditions (6 months)	80,619.49	80,619.49	-		\$80,619.49	100%	\$0.00	\$0.00	\$80,619.49	\$76,588.52	\$4,030.97
5	P & P Bond/Insurance	21,151.70	21,151.70	-		\$21,151.70	100.00%	\$0.00	\$0.00	\$21,151.70	\$20,094.12	\$1,057.59
6	Construction Fee	45,125.10	45,125.10	-		\$45,125.10	100.00%	\$0.00	\$0.00	\$45,125.10	\$42,868.85	\$2,256.26
7	Contingency	50,000.00	28,326.56	21,673.44		\$50,000.00	100.00%	\$0.00	\$0.00	\$50,000.00	\$26,910.23	\$23,089.77
8	GENERAL CONDITIONS SUBTOTAL	\$211,896.29	\$175,441.85	\$36,454.44	\$0.00	\$211,896.29	100.00%	\$0.00	\$0.00	\$211,896.29	\$166,669.76	\$45,226.53
9	CISD - RES BASE BID TOTAL	\$1,069,486.29	\$1,033,031.85	\$36,454.44	\$0.00	\$1,069,486.29	100.00%	\$0.00	\$0.00	\$1,069,486.29	\$981,380.26	\$88,106.03
10	CHANGE ORDERS											
11	CO#1 - Return of Unused Contingencies and Fees	(36,454.44)	-	(36,454.44)		-\$36,454.44	100%	\$0.00	\$0.00	-\$36,454.44	\$0.00	-\$36,454.44
12	TOTAL CONTRACT AMOUNT	\$1,033,031.85	\$1,033,031.85	\$0.00	\$0.00	\$1,033,031.85	100.00%	\$0.00	\$0.00	\$1,033,031.85	\$981,380.26	\$51,651.59

CONTINUATION SHEET

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification is attached.

APPLICATION NUMBER: 8RET

In tabulations below, amounts are stated to the nearest dollar.

APPLICATION DATE: 05/31/26

Use Column 1 on Contracts where variable retainage for line items may apply:

PERIOD TO: 05/31/26

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE	J TOTAL EARNED MINUS RETAINAGE (G - I)	K LESS PREVIOUS CERTIFICATES FOR PAYMENT	L CURRENT PAYMENT DUE (J - K)
			FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD		% (G/C)						
	CISD - Reyes Elementary School Upgrade											
1	Owner's Contingency \$50,000.00	50,000.00	\$28,326.56	\$0.00	\$0.00	\$28,326.56	57%	\$21,673.44	\$1,416.33	\$26,910.23	\$26,910.23	\$0.00
2	PCM01 - Elevator Repairs	9,180.00	9,180.00	-		\$9,180.00	100%	\$0.00	\$459.00	\$8,721.00	\$8,721.00	\$0.00
3	PCM02 - Additional Elevator Repairs	3,000.00	3,000.00	-		\$3,000.00	100%	\$0.00	\$150.00	\$2,850.00	\$2,850.00	\$0.00
4	PCM03 - Chemsearch Maintenance	3,256.35	3,256.35	-		\$3,256.35	100%	\$0.00	\$162.82	\$3,093.53	\$3,093.53	\$0.00
5	PCM04 - Project Permit Fees	577.21	577.21	-		\$577.21	100%	\$0.00	\$28.86	\$548.35	\$548.35	\$0.00
5	PCM05 - Pot Feeder Install	3,133.00	3,133.00	-		\$3,133.00	100%	\$0.00	\$156.65	\$2,976.35	\$2,976.35	\$0.00
6	PCM06 - Concrete Pad for Chiller	9,180.00	9,180.00	-		\$9,180.00	100%	\$0.00	\$459.00	\$8,721.00	\$8,721.00	\$0.00
6	CISD - RES TOTAL	\$28,326.56	\$28,326.56	\$0.00	\$0.00	\$28,326.56	100.00%	\$0.00	\$1,416.33	\$26,910.23	\$26,910.23	\$0.00



PURCHASE ORDER

Canutillo Independent School District

Attn: Accounts Payable
PO Box 100
Canutillo, TX 79835

BLANKET/PROJECT PURCHASE
ORDER NUMBER

26000684

Date: 09/10/25

Page 1 of 1

VENDOR: 6676

**TO: Banes General Contractor, Inc
6001 Doniphan Drive
EL PASO, TX 79932**

**SHIP TO: Canutillo Independent School
7965 Artcraft Rd
El Paso, TX 79932**

ATTN:

Vendor Fax: 915-584-0404

Vendor Fax: 915-584-2432

Vendor Email:

REC. LOC: Financial Services

REC. GRP: Financial Services

LINE#	QUANTITY	UOM	ITEM NO.	UNIT PRICE	UNIT DISC	TAX	FREIGHT	TOTAL
1	1.00000		2024 CISD Bond Program - Guaranteed Maximum Price for Renovations and Upgrades to RES	1,069,486.		0.00	0.00	1,069,486.29
Project No: 106-09 Project Name: Reyes Elementary School Contract: RFQ #2025-02 AIA Amendment Delivery is scheduled for TBD Deliver to CISD 7965 Artcraft Rd El Paso, TX 79932 Please send invoices to David Martinez at davidmartinezjr@procedeogroup.com Change Order #1 Removed RES GMP amount of \$3,500 which was issued on separate PO 25001747 for Pre-Construction Services. Revised Amount \$1,069,4686.29 (CISD-V.Campbell, 10.31.25)								
TOTAL								1,069,486.29

Reprint

INSTRUCTIONS TO VENDORS

1. Reference Purchase Order (PO) number on all Packages, Packing Slips & Invoices.
2. Invoice must reference PO number and emailed to: accountspayable@canutillo-isd.org
3. Shipping is not Prepaid. Ship to address provided on Purchase Order.
4. FOB Destination Only
5. No Back Orders or C.O.D. Shipments Allowed
6. Tax Exempt EIN-74-6028038
7. Price Increases must be Pre-Authorized by the District.

THIS PURCHASE ORDER IS NOT BINDING UNLESS SIGNED BY AN AUTHORIZED DISTRICT OFFICIAL.

This Purchase Order is subject to Canutillo ISD's purchase order terms and conditions. All vendors have agreed to such terms as part of the vendor packet submission and approval. The terms and conditions can be viewed on our website at : www.canutillo-isd.org.



City of El Paso Planning and Inspections Certificate of Occupancy



This certificate is issued pursuant to the requirements of the El Paso Building Code, Zoning Ordinance and other applicable codes and ordinances certifying that at the time of issuance, this structure is in compliance with the below mentioned codes and ordinances for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

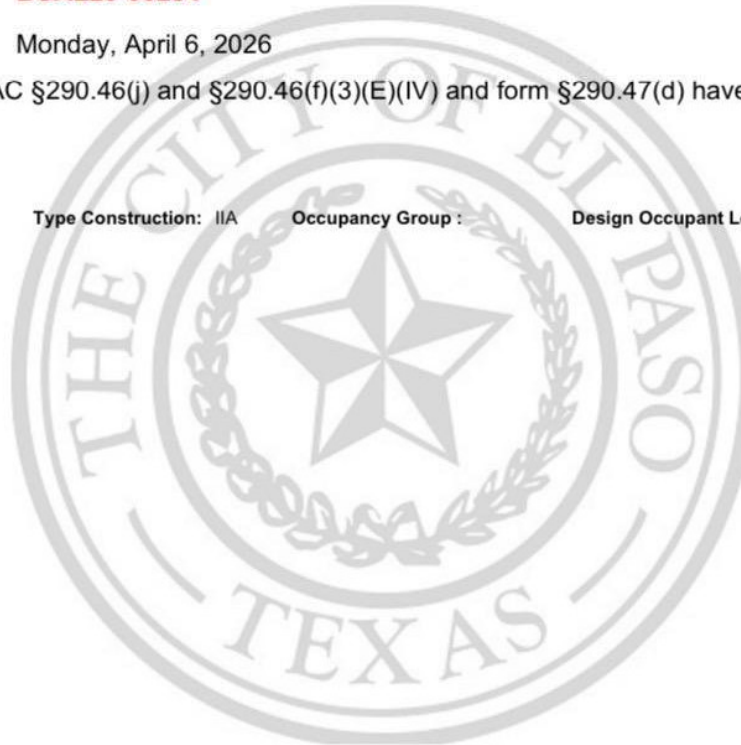
Site Address: 7440 NORTHERN PASS, EL PASO, TX 79911

Permit No: **BCAL25-00284**

Issue Certificate Date: Monday, April 6, 2026

All requirements of 30 TAC §290.46(j) and §290.46(f)(3)(E)(IV) and form §290.47(d) have been met.

Floor: 01 **Square Footage:** **Type Construction:** IIA **Occupancy Group:** **Design Occupant Load:** **Type of Use:** School



Building Official : 
 Tony De La Cruz
 Deputy Director Planning and Inspections

**This is your Certificate of Occupancy
Please File in a Secure Place**

Print Date: 4/6/2026 4:15:57 PM

Change Order

Project Name: Reyes ES (GMP #1)

Change Order No.: 001

CISD Project No.: 106-09

Date: 06/02/2026

To Contractor: Banes GC
6001 Doniphan Dr
EPT
79932

Contract Date: 08/19/2025

The contract is changed as follows (indicate Owner or Consultant initiated):

This CO represents the final reconciliation of the Contract and Guaranteed Maximum Price (GMP). This modification incorporates project buyout savings and adjustments to the Contract Sum accordingly, resulting in a reduction to the GMP. This CO finalizes all cost adjustments associated with the project buyout and establishes the final Contract Value for the GMP.

NOT VALID UNTIL SIGNED BY THE OWNER, ARCHITECT, AND CONSTRUCTION MANAGER

The Original Contract Sum was.....	\$ 1,072,986.29
Net Change by previously authorized Change Orders.....	\$ 0.00
The Contract Sum prior to this Change Order was.....	\$ 1,072,986.29
The Contract Sum will be increased by this Change Order in the amount of.....	\$ (-36,454.44)
The new Contract Sum including this Change Order will be.....	\$ 1,036,531.85
The Contract Time will be unchanged by.....	0 Days
As of the date of this Change Order, Substantial Completion is due by.....	04/06/2026

Architect

GA Architecture, Inc.

Signature



Print Name and Title

Gerardo Gutierrez AIA
President
09 June 2026

Date

Contractor

John Panahi, Banes GC

Signature



Print Name and Title

06 June 2026

Date

Owner

Dr. Oscar Rico, CISD

Signature



Print Name and Title

06/09/2026

Date



AIA® Document G704® – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*
CISD Reyes Elementary School
Upgrade
7440 Northern Pass Drive
El Paso, Texas 79911

CONTRACT INFORMATION:
Contract For: General Construction
Date: 10 October 2025

CERTIFICATE INFORMATION:
Certificate Number: 001
Date: June 05, 2026

OWNER: *(name and address)*
Canutillo Independent School Distric
7965 Arcraft Road
El Paso Texas 79932

ARCHITECT: *(name and address)*
GA Architecture, Inc.
1000 East Yandell Drive
El Paso Texas 79902

CONTRACTOR: *(name and address)*
Banes General Contractor
6001 Doniphan Drive
El Paso Texas 79932

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

GA Architecture, Inc.
ARCHITECT *(Firm Name)*

SIGNATURE

Gerardo Gutierrez, AIA
NCARB. President
PRINTED NAME AND TITLE

April 06, 2026
DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
Pending Closeouts/As-Builts

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Zero (0) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

Banes General Contractor



John Panahi,
President

6-8-2020

CONTRACTOR (*Firm Name*)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Canutillo Independent
School District



Dr. Oscar Rico,
Deputy
Superintendent

6/8/2026

OWNER (*Firm Name*)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to approve the annual report of the District's membership and participation within various Purchasing Cooperative and Inter-local Contract Programs to support the districts' day to day purchasing operations

Justification Statement: Utilizing cooperative and inter-local contracts provides multiple resources to district personnel to obtain goods and services needed for day to day operation, while keeping the district in compliance with state and federal competitive procurement methodology and requirements.

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

Staff Responsible: Veronica Campbell
Signature of Requester(s)
Veronica Campbell
Signature of Presenter(s)

CPulley 06/12/2026
Business Services Approval (Initials) *Date*

Agenda Summary:

Per Texas Education Code, Purchasing Contracts, 44.031, (a) Except as provided by this sub-chapter, all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$50,000 or more in the aggregate for each 12-month period shall be made by one of seven methods, that provides the best value for the district. One of these method listed includes (no.4) an inter-local contract. In addition, under Texas Local Government Code, Sub-chapter F, Section 271.102 Cooperative Purchasing Program Participation authorized (a) A local government may participate in a cooperative purchasing program with another local government of this state or another state or with a local cooperative organization of this state or another state. (b) A local government that is participating in a cooperative purchasing program may sign an agreement with another participating local government or a local cooperative organization. (c) A local government that purchases goods or services under this sub-chapter satisfies any state law requiring the local government to seek competitive bids for the purchase of the goods or services. The list of cooperative purchasing program participation for the District is provided as an agenda item and is submitted for approval in order to be in compliance with TEC 44.031; Sub-chapter F, Chapter 44.0331; and District Policy CH(local) Policy .

RECOMMENDATION: Administration recommends that the Board accept this annual report of Cooperatives and Inter-local programs that support the district

PRIOR BOARD ACTION: 06/24/2025 **AWARDED:** **AWARDED AMOUNT:**

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

Financial Services; Purchasing

CONSEQUENCES OF NON-APPROVAL:

The purchasing department will not be able to provide district personnel with the necessary resources to purchasing goods and services through an a competitive method and in a timely manner, and in a timely manner, and the District will not be in compliance with CH (Local) and Texas Education Code 44.031.

IMPLEMENTATION TIMELINE:

Upon Board Approval

ATTACHMENT(S): ✓



**CANUTILLO INDEPENDENT SCHOOL DISTRICT
LIST OF INTERLOCAL AND COOPERATIVES**

Interlocal Agreement	Established	Membership Fee
El Paso ISD Interlocal Agreement	2/21/2017	None
Socorro ISD Interlocal Agreement	2/21/2017	None
Ysleta ISD Interlocal Agreement	4/21/2010	None
Cooperative Contracts	Established	Membership Fee
1GPA - 1Government Procurement Alliance	1/25/2019	None
Allied States Cooperative, Region 19	12/13/2001	None
Central Texas Purchasing Alliance (Round Rock)	9/17/2018	\$150.00 annually
E&I Cooperative Services	9/4/2012	None
Equalis Group	6/28/2022	None
Fort Worth Independent School District Interlocal (Procurement Card Svc)	2/12/2019	None
Harris County Department of Education - Choice Partners	1/29/2001	None
Houston Galveston Area Council of Governments (H-GAC)	2/5/2001	None
National Coopeartive Purchasing Alliance	3/22/2022	None
OMNIA Partners (Includes Region 4, Region 14 NCPA)	8/25/2020	None
Purchasing Cooperative of America	8/26/2021	None
Region 2 - GoodBuy	3/22/2022	None
Region 5 Southeast Texas Purchasing Cooperative	3/22/2022	None
Region 8 -Texas Interlocal Purchasing Systems (TIPS USA)	5/6/2008	None
Region 10 Master Interlocal	6/24/2025	None
Region 12 Education Service Center - Interlocal * <i>(*E-Rate Consulting)</i>	5/2/2014	None
Region 14 - National Cooperative Purchasing Alliance	4/7/2022	None
Region 16 - TexBuy	11/9/2016	None
Region 17 - West Texas Food Service Cooperative* <i>(*Renewed Annually to support Child Nutrition Program)</i>	1/27/2022	None
Region 18 Education Service Center	5/14/2014	None
Region 20 - 2013 Purchasing Cooperative	8/25/2020	\$875.00 annually
Region 20 - PACE* <i>(*Included as part of Region 20-2013 Purchasing Cooperative)</i>	8/25/2020	None
Sourcwell (formerly National Joint Powers Alliance)	8/25/2020	None
Texas Comptroller of Public Accounts - Texas Multiple Award Schedule (TXMAS)	11/9/2016	None
Texas Association School Business - BuyBoard	2/13/2007	None
Tarrant County Cooperative Purchasing, Fort Worth	5/24/2022	None
Texas Department of Information Resources (DIR)	8/22/2023	None
TASB Benefits Cooperative - Interlocal	1/23/2024	None

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Annual Report on Management Fees Under Purchasing Cooperative Contracts

Justification Statement: Texas Education Code 44.0331 requires that school districts disclose the amounts spent on purchasing cooperative fees on an annual basis.

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

Staff Responsible: Veronica Campbell
Signature of Requester(s)

Veronica Campbell
Signature of Presenter(s)

CP 06/12/2026
Business Services Approval (Initials) *Date*

Agenda Summary:

Pursuant to Texas Education Code Section 44.0331 - Management Fees Under Certain Purchasing Cooperative Contracts, Purchasing staff is required to provide an updated report on cooperative contract agencies used and any fees involved on an annual basis.

(a) A school district that enters into a purchasing contract valued at \$25,000 or more under Section 44.031(a)(5), under Subchapter F, Chapter 271, Local Government Code, or under any other cooperative purchasing program authorized for school districts by law shall document a contract-related fee, including a management fee, paid by or to the district and the purpose of each fee under the contract;

(b) The amount, purpose, and disposition of any fee described by Subsection (a) must be presented in a written report and submitted annually in an open meeting of the board of trustees of the school district. The written report must appear as an agenda item; (c) The commissioner may audit the written report described by Subsection (b).

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:

Financial Services; Purchasing

CONSEQUENCES OF NON-APPROVAL:

Will not be able to utilize the Purchasing Cooperatives that can provide district needed resources.

IMPLEMENTATION TIMELINE:

ATTACHMENT(S): ✓

Purchasing Cooperative Contracts Management Fees Lis84



CANUTILLO INDEPENDENT SCHOOL DISTRICT INTERLOCAL AND COOPERATIVES ANNAUAL FEES OWED		
<u>Cooperative Contracts</u>	Established	Membership Fee
Central Texas Purchasing Alliance (Round Rock)	9/17/2018	\$150.00 annually
Region 20 - 2013 Purchasing Cooperative	8/25/2020	\$875.00 annually
Texas Association of School Boards - BuyBoard: fees are only assessed when purchasing vehicles (\$400.00), ambulances/school buses (\$800.00), and fire apparatus vehicles (\$1,500.00). BuyBoard assesses a flat amount per purchase order, regardless of the number of vehicles being purchased.	2/13/2007	Applies as noted

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the purchase of Leased Lit Fiber WAN from United Data Technologies, Inc (UDT) awarded through RFP 260002424 with funding provided by E-Rate Program FCC form 471 for Fiscal Year 2026-2027 to support Data Transmission and/or Internet Access

Justification Statement: Funding has been provided by E-Rate Program Form 471 to support Leased Lit Fiber District Project

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

Staff Responsible: Dr. Oscar Rico/ Veronica Campbell

Signature of Requester(s)

Dr. Oscar Rico/ Veronica Campbell

Signature of Presenter(s)

CP

Business Services Approval (Initials)

06.12.2026

Date

Agenda Summary:

On December 15, 2025, the Board of Trustees authorized administration to enter into negotiations with highest ranked vendor. Additionally the Board authorized administration that if negotiations were not successful administration could negotiate with the next ranked vendor.

As stated in Board Policy CH (Local) any single, budgeted purchase of goods or services that cost \$50,000 or more, regardless of whether the goods, or services are competitively purchased, shall require Board approval before a transaction may take place. The District is currently participating in the School and Libraries Program commonly known as the E-Rate Program. This program provides support and funding for school and libraries seeking to obtain high-speed internet access and telecommunication networking at a discounted rate. These recommendations are made to for the District's continued participation in the E-Rate program, where funding is based on National School Lunch program percentages and provides the District with an 80% discount on Wide Area Network (WAN) internet, fiber services and equipment. Canutillo ISD is responsible to fund 20% of these services and equipment, while the remaining 80% is funded through the E-Rate program.

On June 4, 2026, the District received notification that funding for new fiber projects had been approved.

RECOMMENDATION: Administration recommends that the Board of Trustees approve finalization of contract award through RFP 260002424 to United Data Technologies, Inc (UDT) utilizing E-Rate Program funding received under Form 471 for Fiscal Year 2026-2027

PRIOR BOARD ACTION: **AWARDED:** **AWARDED AMOUNT:**

AMOUNT(S): E-Rate Federal Funded Amount: \$3,667,500 ; Total Project Funded: \$4, 075,000;
State Match \$407,500

ACCOUNT NO(S): TBD

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

Formal Bid: RFT 260002424

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

Will not be able to complete pending project.

IMPLEMENTATION TIMELINE:

ATTACHMENT(S): ✓

E-RATE Funding Notification , USAC Commitment Decision Letter, Original Board Recommendation Documentation



Acceptance for FY26 Texas State Match Form.B

The undersigned below hereby certifies the FY26 Texas State Match award to Canutillo ISD, District ID 4812780, El Paso County for the E-rate project(s) requested on E-rate Funding Year 2026 Form 471 for FY26 Texas State Match, Funding Request Number(s) (FRN) 2699036629 and 2699036633 is accepted by the applicant and all project specific contingencies are understood and accepted.

- The applicant has attached a copy of the USAC Funding Commitment Decision Letter (FCDL).
- The project(s) will be completed within twelve months of receipt of the FC DL and completion notification will be sent to TEA.
- All work to be completed, inclusive of project management and oversight, materials, labor or other, specifically related to the project(s) are the responsibility of the Applicant without any TEA participation.
- All awarded funds will be expended in a timely manner, meeting all USAC rules and requirements.
- The applicant recognizes that under current E-rate rules and regulations, eligible projects must be completed by June 30th of the funding year. If the applicant will not meet this goal, the applicant must formally request an extension from USAC. Failing to do so may result in USAC seeking a commitment adjustment and the return of any awarded funds.
- Applicant certifies it has in current funds, amounts sufficient to meet the Applicant share as of or on July 1, 2026.
- In the event that USAC seeks a commitment adjustment, or COMAD, from the applicant for eligible project charges because of violations of rules and regulations of the E-rate program, the Commissioner, or his or her designee, at his or her sole discretion, may seek to recover any state funds granted to Texas applicants for special construction charges.

Funding Year 2026 Special Construction Charge Eligible Project Budget

1	Total Project Cost	\$4,075,000
2	2026-2027 Federal E-rate Discount Percent 80%	\$3,260,000
3	2026-2027 Federal State Match Participation 10%	\$407,500
4	Total Federal Funding (lines 2+3)	\$3,667,500
5	FY26 Texas State Match 10%	\$407,500
6	Applicant Funded Amount (Local funded amount, may be zero)	\$0
7	Total Project Funding (lines 4+5+6; should = line 1)	\$4,075,000

The district/consortium understands that any awarded funds will be expended only for the stated purpose and that any undiscounted portions of the work shall be at the sole cost of the district.

SIGNATURES:

_____ **DATE:** _____
 Superintendent
 Dr. Jose Borrego
 Canutillo ISD

Funding Commitment Decision Letter

Funding Year 2026

Contact Information:

Conley Isom

CANUTILLO INDEPENDENT SCHOOL DISTRICT

P.O. BOX 100, 7965 ARTCRAFT ROAD

EL PASO, TX 79932

cisom@esc12.net**FCC Form 471:** 261026094**BEN:** 142090**Wave:** 6**Application Nickname:** Canutillo 2026 Fiber 471

Totals

Total Committed	\$3,721,620.00
------------------------	-----------------------

What is in this letter?

Thank you for submitting your application for Funding Year 2026 Schools and Libraries Program (E-rate) funding. Attached to this letter, you will find the funding statuses for the FCC Form(s) 471, Services Ordered and Certification Form, that you submitted and referenced above.

The Universal Service Administrative Company (USAC) is sending this information to both the associated applicant(s) and the service provider(s) so that you can work together to complete the funding process.

Next Steps

1. Work with your service provider(s) to determine if your bills will be discounted or if you will request reimbursement from USAC after paying the full cost for the services you receive.
2. Review the [Children's Internet Protection Act \(CIPA\)](#) requirements and file the [FCC Form 486](#) (Service Confirmation and CIPA Certification Form). **The deadline to submit this form is 120 days from the date of this letter or from the service start date (whichever is later).**
3. Invoice USAC

- **If you (the applicant) are invoicing USAC:** You must pay your service provider(s) the full cost for the services you receive and file the [FCC Form 472](#), the Billed Entity Applicant Reimbursement (BEAR) Form, to invoice USAC for reimbursement of the discounted amount.
- **If your service provider(s) is invoicing USAC:** The service provider(s) must provide services, bill the applicant for the non-discounted share, and file the [FCC Form 474](#), the Service Provider Invoice (SPI) form, to invoice USAC for reimbursement for the discounted portion of costs. Every funding year, service providers must file an [FCC Form 473](#), the Service Provider Annual Certification Form, to be able to submit invoices and to receive disbursements.
- **To receive an invoice deadline extension, the applicant or service provider** must request an extension on or before the last date to invoice. **If you anticipate, for any reason, that invoices cannot be filed on time**, USAC will grant a one-time, 120-day invoice deadline extension if timely requested.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 60 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request.

Note: The Federal Communications Commission (FCC) will not accept appeals of USAC decisions that have not first been appealed to USAC. However, if you are seeking a waiver of E-rate program rules, you must submit your request to the FCC and not to USAC. USAC is not able to waive the E-rate program rules.

- **To submit your appeal to USAC**, visit the Appeals section in the [E-rate Productivity Center \(EPC\)](#) and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit USAC's [website](#) for additional information on submitting an appeal to USAC, including step-by-step instructions.
- **To request a waiver of the FCC's rules**, please submit it to the FCC in proceeding number CC Docket No. 02-6 using the [Electronic Comment Filing System \(ECFS\)](#). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For appeals to USAC or to the FCC, be sure to keep a copy of your entire appeal, including any correspondence and documentation, and provide a copy to the affected service provider(s).

Obligation to Pay Non-Discount Portion

Applicants are required to pay the non-discount portion of the cost of the eligible products and/or services to their service providers. Service providers are required to bill applicants for the non-discount portion of costs for the eligible products and/or services. The FCC stated that requiring applicants to pay the non-discounted share of costs ensures efficiency and accountability in the program. If using the BEAR invoicing method, the applicant must pay the service provider in full (the non-discount plus discount portion) **before** seeking reimbursement from USAC. If using the SPI invoicing method, the service provider must first bill the applicant **before** invoicing USAC.

Notice on Rules and Funds Availability

The applicants' receipt of funding commitments is contingent on their compliance with all statutory, regulatory, and procedural requirements of the Schools and Libraries Program and the FCC's rules. Applicants who have received funding commitments continue to be subject to audits and other reviews that USAC and/or the FCC may undertake to assure that committed funds are being used in accordance with such requirements. USAC may be required to reduce or cancel funding commitments that were not issued in accordance with such requirements, whether due to action or inaction of USAC, the applicant, or the service provider. USAC, and other appropriate authorities (including but not limited to the FCC), may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

Funding Commitment Decision Overview

Funding Year 2026

Application Comments for FCC Form 471: #261026094

The applicant did not submit any RAL corrections.

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
2699036629	United Data Technologies, Inc.	\$3,667,500.00	\$3,667,500.00	Funded
2699036633	United Data Technologies, Inc.	\$216,480.00	\$54,120.00	Funded

FRN 2699036629	Service Type Data Transmission and/or Internet Access	Status Funded
--------------------------	---	-------------------------

Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	12		
Total Eligible Recurring Charges	\$0.00	Total Eligible One Time Charges	\$4,075,000.00
Total Pre-discount Charges		\$4,075,000.00	
Discount Rate		90.00%	
Committed Amount		\$3,667,500.00	

Dates	
Service Start Date	7/1/2026
Contract Expiration Date	6/30/2031
Contract Award Date	1/7/2026
Service Delivery Deadline	6/30/2027
Expiration Date (All Extensions)	6/30/2046

Service Provider and Contract Information	
Service Provider	United Data Technologies, Inc.
SPIN (498ID)	143020605
Contract Number	
Account Number	9158777426
Establishing FCC Form 470	260002424
Invoicing Method	Service Provider - FCC Form 474 (SPI Form)

Consultant Information	
Consultant Name	Conley Isom
Consultant's Employer	ESC Region 12 E-Rate Consulting
CRN	16062048

Funding Commitment Decision Comments

BEN Name: CANUTILLO INDEPENDENT SCHOOL **FCC Form 471:** 261026094

DISTRICT

BEN: 142090

Wave: 6

MR1: Based on supporting documentation, #16042231 - CANUTILLO FACILITIES AND TRANSPORTATION CENTER has been added to FRN 2699036629 Line Item Number .001 as a recipients of service at the request of the documentation provided.

FRN 2699036633	Service Type Data Transmission and/or Internet Access	Status Funded
--------------------------	---	-------------------------

Dollars Committed			
Monthly Cost		One-time Cost	
Months of Service	3		
Total Eligible Recurring Charges	\$67,650.00	Total Eligible One Time Charges	\$0.00
Total Pre-discount Charges		\$67,650.00	
Discount Rate		80.00%	
Committed Amount		\$54,120.00	

Dates	
Service Start Date	4/1/2027
Contract Expiration Date	6/30/2031
Contract Award Date	1/7/2026
Service Delivery Deadline	6/30/2027
Expiration Date (All Extensions)	6/30/2046

Service Provider and Contract Information	
Service Provider	United Data Technologies, Inc.
SPIN (498ID)	143020605
Contract Number	
Account Number	9158777426
Establishing FCC Form 470	260002424
Invoicing Method	Service Provider - FCC Form 474 (SPI Form)

Consultant Information	
Consultant Name	Conley Isom
Consultant's Employer	ESC Region 12 E-Rate Consulting
CRN	16062048

Funding Commitment Decision Comments

MR1: In consultation with the applicant, BEN 17049824 - New Deanna Davenport Elementary has been removed from FRN 2699036633 Line Item .001 as a recipient of service at the request of the applicant. <><><><><> MR2: In consultation with the applicant, BEN 17049825 - New Jose Alderete Middle School has been removed from

BEN Name: CANUTILLO INDEPENDENT SCHOOL **FCC Form 471:** 261026094

DISTRICT

BEN: 142090

Wave: 6

FRN 2699036633 Line Item .001 as a recipient of service at the request of the applicant. <><><><><> MR3: In consultation with the applicant, BEN 17049826 - New Canutillo Middle School has been removed from FRN 2699036633 Line Item .001 as a recipient of service at the request of the applicant. <><><><><> MR4: The Service Start Date was changed from 07/01/2026 to 04/01/2027 to agree with the documentation provided during the review of the FCC Form 471. <><><><><> MR5: The amount of the funding request was changed from \$270,600.00 to \$67,650.00 to reflect the correct number of months of service; and to reflect the service start date.

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to approve award for Request for Proposal (RFP) #260002424 for E-Rate Services for Wide Area Network (WAN) Project for FY 2026-2027 to include Network Equipment, Internet Access, Lease Dark Fiber-WAN, and Leased Lit Fiber-WAN

Justification Statement: The District has benefited from previous E-Rate made available for District-wide network infrastructure and services. The award of the Request for Proposal fulfills the requirement for the Federal Communications Commission (FCC) Form 470 & Form 471 submissions and as required prior to District funding by the the Universal Service Administrative Company (USAC)

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

Staff Responsible: Veronica M. Campbell
Signature of Requester(s)
Dr. Oscar Rico and Veronica Campbel
Signature of Presenter(s)
Cristina Pulley 12/9/25
Business Services Approval (Initials) *Date*

Agenda Summary:

As stated in Board Policy CH (Local) any single, budgeted purchase of goods or services that cost \$50,000 or more, regardless of whether the goods, or services are competitively purchased, shall require Board approval before a transaction may take place. The District is currently participating in the School and Libraries Program commonly known as the E-Rate Program. This program provides support and funding for school and libraries seeking to obtain high-speed internet access and telecommunication networking at a discounted rate.

These recommendations are made to for the District's continued participation in the E-Rate program, where funding is based on National School Lunch program percentages and provides the District with an 80% discount on Wide Area Network (WAN) internet, fiber services and equipment. Canutillo ISD is responsible to fund 20% of these services and equipment, while the remaining 80% is funded through the E-Rate program.

RECOMMENDATION: The Administration recommends that the Board of Trustees approve to enter into negotiation to secure a contract with the highest ranked vendor(s). If negotiations are not successful, the District will contact the next ranked vendor.

PRIOR BOARD ACTION: 2/27/2024 **AWARDED:** Yes **AWARDED AMOUNT:** \$640,000

AMOUNT(S): Contingent on E-Rate Funding

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
E-Rate Request for Proposal (RFP) facilitated by Region 12

REQUESTING DEPARTMENT:
Information Technology Services

CONSEQUENCES OF NON-APPROVAL:
Non-compliant with E-Rate submission requirements for FCC Form 470 & FCC Form 471

IMPLEMENTATION TIMELINE:
Upon E-Rate Funding

ATTACHMENT(S): Score Sheets



Committee Score Sheet

Procurement type: RFP# 260002424 E-Rate 470- Internet Option (& 1 Year Lease)
(Funding Year 2026-2027)

Campus/Dept: Information Technology Department

	Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5	Vendor #6	
	AT & T	Conterra	Fiber Light	Spectrum	Untited Data Technolgies	Vero Fiber Newtorks	
Price of Eligible Services/Product							
TOTAL# of points	30	No Bid	22.60	11.60	21.00	23.00	18.60
Reputation of the Proposer's Goods and Services							
TOTAL# of points	15		13.00	8.00	13.30	14.60	9.30
The Quality of the Proposer's Goods or Services							
TOTAL# of points	15		10.60	9.30	10.30	14.60	9.60
The extent to which the goods or services meet the District's needs							
TOTAL# of points	25		22.30	21.60	16.60	24.60	20.30
Past Relationship with the District							
TOTAL# of points	5		1.00	0.60	4.60	4.60	0.60
Total Long Term Cost to the School District							
Total # of Points	10		7.30	3.30	6.60	7.60	7.30
TOTAL SCORE	100		76.80	54.40	72.40	89.00	65.70

Committee Score Sheet

Procurement type: RFP# 260002424 E-Rate 470 : Leased Lit Fiber WAN
(Funding Year 2026-2027)

Campus/Dept: Information Technology Department

	Vendor #1	Vendor #2	Vendor #3	Vendor #4	Vendor #5	Vendor #6
	AT & T	Conterra	Fiber Light	Spectrum	Untited Data Technolgies	Vero Fiber Newtorks
Price of Eligible Services/Product						
TOTAL# of points	30	21.30	27.60	9.00	24.60	18.30
						No Bid
Reputation of the Proposer's Goods and Services						
TOTAL# of points	15	12.60	12.60	5.00	12.60	13.00
The Quality of the Proposer's Goods or Services						
TOTAL# of points	15	12.30	14.60	8.00	12.60	13.00
The extent to which the goods or services meet the District's needs						
TOTAL# of points	25	19.00	23.00	18.00	17.60	21.60
Past Relationship with the District						
TOTAL# of points	5	4.00	1.30	1.30	4.60	4.60
Total Long Term Cost to the School District						
Total # of Points	10	8.60	9.00	4.60	9.00	7.30
TOTAL SCORE	100	77.80	88.10	45.90	81.00	77.80

Committee Score Sheet

Procurement type: RFP# 260002424 E-Rate 470 : Leased Lit Dark Fiber
WAN (Funding Year 2026-2027)

Campus/Dept: Information Technology Department

	Vendor #1	Vendor #2	Vendor #3
	Fiber Light	Vero Fiber	WAN Rack
Price of Eligible Services/Product			
TOTAL# of points	30	26.30	21.60
Reputation of the Proposer's Goods and Services			
TOTAL# of points	15	7.30	10.00
The Quality of the Proposer's Goods or Services			
TOTAL# of points	15	8.30	10.60
The extent to which the goods or services meet the District's needs			
TOTAL# of points	25	20.30	23.30
Past Relationship with the District			
TOTAL# of points	5	0.00	0.00
Total Long Term Cost to the School District			
Total # of Points	10	5.00	4.30
TOTAL SCORE	100	67.20	69.80



CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING

Contract Routing and Approval Form

FOR PURCHASING OFFICE USE ONLY			
Contract Request Received		Assigned Contract No	
Routed for Internal Approval		Contract Fully Executed	
Routed for Vendor Approval		Notification To Proceed	

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance and determine procurement method(s). 3. Be advised that some agreements may require Legal Counsels review 4. Following final review, purchasing will route for additional signature(s), either district personnel and/or supplier. to ensure receipt of fully executed documents. 5. Purchasing will notify requestor when process has been completed.

NO SERVICES SHALL COMMENCE WITHOUT AN EXECUTED AGREEMENT AND AN APPROVED PURCHASE ORDER

IT IS THE REQUESTORS RESPONSIBILITY TO SUBMIT ALL DOCUMENTS PERTAINING TO THE SERVICE REQUESTED WITH AMPLE TIME TO ALLOW FOR FULL PROCESS. MUST INCLUDE Vendor agreement, vendor quote, vendor terms, any other docs related to the service, etc. This Contract Routing and Approval form is required to ensure we have the information needed to route documents for the necessary signatures.

THIS FORM MUST BE COMPLETED BY THE REQUESTING CAMPUS/DEPARTMENT

Must check off Contract Type: Professional Service Contracted Services Vendor Agreement Term Contract Interlocal Lease Agreement MOU MOA Construction Other _____

Campus/Department: Student Support Services

Campus/Department Contact person: Dr. Monica Reyes, Executive Director

Contact Number: 915-877-7650 Requestors email: mreyes@canutillo-isd.org

Contract Title: Memorandum of Understanding between Canutillo ISD and E.P. Dentistry 4 kids

Contract Description: Provide on-site preventative dental services, the parties aim to reduce student absenteeism related to dental pain and provide care to students who may face barriers to traditional dental office visits.

VENDOR INFORMATION – MUST PROVIDE ALL INFORMATION LISTED BELOW: Required to obtain all necessary signatures.

Vendor/Company Name: E.P Dentistry 4 Kids

Vendor Full Address: 5867 N.Mesa, Ste B El Paso, Texas 79912

Name of Representative: Erika Garcia representatives' email: erikaortiz@kidsdentalbrands.com

Rep. Office Phone: 915-504-6888 Rep Mobile Number: 915-341-0505

Vendor's Authorized Signer: Mary Lou Gonzalez Signer's email: marylougonzalez@epd4k.com

Contract Amount: N/A Funding Source: N/A

Account No(s): N/A

Anticipated Start Date: June 1, 2026 End Date: May 31, 2029

Is this a New Agreement? Yes No

Is this Agreement a renewal? Yes No If yes; specify the reason for renewal, what is it replacing? _____

Agreement Term: 3 Years from the effective date Does agreement term include renewal options? Yes No

If yes, specify renewal options: _____

Does agreement require Insurance coverage? Yes No **If yes, route agreement to Human Resources department for review, and to provide the necessary insurance requirements.**

Human Resources staff review: _____ Date: _____

By signing this approval request form, the budget authority confirm that the agreement attached has been reviewed and all necessary documents pertaining to this agreement are being submitted.

Budget Authority Signature: Monica Reyes Date: 5/11/2026

Attachments: Must submit vendor agreement and all pertaining documents, quotes, etc., with this routing form.

Purchasing review: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding between Canutillo ISD and E.P. Dentistry 4 Kids. PLLC

Justification Statement: This MOU is to establish a collaborative, non-exclusive partnership to improve the oral health of CISD students.

Purpose of Agenda Item: Information Discussion Action

Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible:

[Handwritten Signature]
[Handwritten Signature]

Signature of Requester(s)

5/11/2026

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

This memorandum of understanding with Canutillo ISD and E.P. Dentistry 4 kids is to provide on-site preventative dental services at Canutillo ISD elementary schools. The parties aim to reduce student absenteeism related to dental pain and provide care to students who may face barriers to traditional dental office visits. EPD4K shall provide comprehensive preventative dental care to eligible elementary students with valid written parental consent. Services will be performed on-site at CISD facilities. There is no cost to the district or no out-of-pocket cost to parents.

RECOMMENDATION: Administration recommends the approval of the Memorandum of Understanding with E.P Dentistry

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

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT: Student Support Services Department

CONSEQUENCES OF NON-APPROVAL: Students will not get the dental services needed and may be absent due to dental office visits.

IMPLEMENTATION TIMELINE: June 1, 2026, to May 31, 2029.

ATTACHMENT(S): MOU document, Exhibit A



E.P. Dentistry 4 Kids

MEMORANDUM OF UNDERSTANDING

BETWEEN CANUTILLO, INDEPENDENT SCHOOL DISTRICT AND E.P. DENTISTRY 4 KIDS, PLLC

Effective Date: June 1, 2026

This Memorandum of Understanding (“MOU”) is entered into by and between **E.P. Dentistry 4 Kids, PLLC** (“EPD4K”), a Texas professional limited liability company, and **Canutillo Independent School District** (“CISD”), a public school district located in El Paso County, Texas.

I. PURPOSE & VISION

The purpose of this MOU is to establish a collaborative, non-exclusive agreement to improve the oral health of CISD students. By providing on-site preventative dental services, the parties aim to reduce student absenteeism related to dental pain and provide care to students who may face barriers to traditional dental office visits.

II. SCOPE OF SERVICES

EPD4K shall provide comprehensive preventative dental care to eligible elementary students with valid, written parental consent. Services will be performed on-site at CISD facilities and include:

- **Diagnostic:** Visual and comprehensive exams, including necessary radiographs.
- **Preventative:** Prophylaxis (cleanings), fluoride varnish application, and dental sealants.
- **Education:** Oral hygiene instruction and a dental kit (toothbrush, toothpaste, and floss).
- **Reporting:** A “Dental Report Card” summarizing findings provided to both the parent/guardian and the campus nurse.

III. FINANCIAL TERMS & INSURANCE BILLING

- **No Cost to District:** All services provided under this MOU shall be at no cost to CISD.
- **No Out-of-Pocket Cost to Parents:** EPD4K agrees that no parent or guardian will receive a bill for preventative services.
- **Insurance Billing:** EPD4K is authorized to bill Medicaid, CHIP, or private insurance for services rendered.
- **Uninsured Student Provision:** EPD4K commits to provide preventive dental services to uninsured students at a ratio not to exceed one (1) uninsured student for every five (5) insured students served, not to exceed twenty percent (20%) of the total number of students served per site visit.

Community Relations Contacts:

Mary Lou Gonzalez – marylougonzalez@epd4k.com Erika Garcia – erikaortiz@kidsdentalbrands.com

9813 Dyer Ste, Ste 100 | 5867 N. Mesa, Ste. B | 1502 N. Zaragosa Rd.

E.P. Dentistry 4 Kids

- **Indemnification of Billing:** CISD assumes no responsibility for billing disputes, insurance denials, or collection efforts.

IV. OBLIGATIONS OF EPD4K

- **Licensure:** Ensure all attending dentists hold a current, valid license from the Texas State Board of Dental Examiners.
- **Staffing & Equipment:** Provide all necessary personnel (1–3 dental assistants/hygienists) and portable equipment (2-3 portable chairs, units, sterilization tools), and room dividers/partitions for HIPAA compliance.
- **Language Access:** Ensure all consent forms and educational materials are available in English and Spanish.
- **Continuity of Care:** Provide referrals to EPD4K’s brick-and-mortar offices or the student's existing dental home for any required restorative work (fillings, extractions, etc.).
- **Compliance:** Comply with CISD policy on background checks and visitation procedures.

V. OBLIGATIONS OF CISD

- **Facilities:** Provide a clean, private space (e.g., classroom or library) with access to standard electrical outlets.
- **Coordination:** Designate a District Point of Contact for administrative renewals and a Campus Point of Contact (e.g. Nurse) for on-site scheduling and consent form distribution.
- **Access:** Allow EPD4K personnel access to campuses in accordance with District visitor and background check policies.
- **Student Information:** Provide a list of students with parent request/consent to be seen by EPD4K.

VI. DATA PRIVACY & COMPLIANCE

- **HIPAA/FERPA:** Both parties agree to comply with the Health Insurance Portability and Accountability Act (HIPAA) and the Family Educational Rights and Privacy Act (FERPA) regarding the handling of student medical and educational records.
- **Background Checks:** EPD4K certifies that all employees entering CISD grounds have cleared a criminal background check consistent with Texas Education Code requirements.

Community Relations Contacts:

Mary Lou Gonzalez – marylougonzalez@epd4k.com Erika Garcia – erikaortiz@kidsdentalbrands.com

9813 Dyer Ste, Ste 100 | 5867 N. Mesa, Ste. B | 1502 N. Zaragosa Rd.

E.P. Dentistry 4 Kids

VII. LIABILITY & INSURANCE

EPD4K shall maintain, at its own expense, Professional Liability (Malpractice) and General Liability insurance (Attachment A) at limits of at least \$1,000,000 per occurrence.. To the fullest extent allowed by law, EPD4K shall, during the term of this Agreement, indemnify and hold Canutillo ISD and its employees, agents, directors, officers and affiliated entities and their respective officers, directors and employees harmless from all legal liability, injury or damage, for injuries, public liabilities, and property damage arising out of any negligent acts of EPD4K or its physicians, dentists or employees in connection with services provided under this Agreement. This indemnification provision shall survive the termination of this Agreement for acts that arose while this Agreement was in effect.

VIII. TERM AND TERMINATION

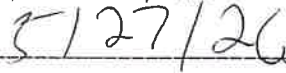
- **Term:** This MOU shall be effective for a period of three (3) years from the Effective Date.
- **Termination:** Either party may terminate this agreement without cause upon thirty (30) days' written notice.
- **Amendments:** All modifications must be made in writing and signed by authorized representatives of both parties.

Superintendent, Canutillo ISD

Date



President, EP Dentistry 4 Kids



Date

Community Relations Contacts:

Mary Lou Gonzalez – marylougonzalez@epd4k.com Erika Garcia – erikaortiz@kidsdentalbrands.com

9813 Dyer Ste, Ste 100 | 5867 N. M~~04~~3, Ste. B | 1502 N. Zaragosa Rd.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/13/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc 2800 N Central Ave, Suite 1100 PO Box 2800 Phoenix AZ 85004	CONTACT NAME: Jessica Mallory PHONE (A/C, No, Ext): 602-664-7049 FAX (A/C, No): E-MAIL ADDRESS: jessica.mallory@bbrown.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Allmerica Financial Benefit Insurance Company</td> <td>36064</td> </tr> <tr> <td>INSURER B : Allmerica Financial Benefit Insurance Company</td> <td>41840</td> </tr> <tr> <td>INSURER C : Hanover Insurance Company</td> <td>22292</td> </tr> <tr> <td>INSURER D : Medical Protective Company</td> <td>11843</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Allmerica Financial Benefit Insurance Company	36064	INSURER B : Allmerica Financial Benefit Insurance Company	41840	INSURER C : Hanover Insurance Company	22292	INSURER D : Medical Protective Company	11843	INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : Allmerica Financial Benefit Insurance Company	36064													
INSURER B : Allmerica Financial Benefit Insurance Company	41840													
INSURER C : Hanover Insurance Company	22292													
INSURER D : Medical Protective Company	11843													
INSURER E :														
INSURER F :														
INSURED Dental Marketing and Management Group DBA Kids Dental Brands 3040 N 44th Street Ste 1 Phoenix AZ 85018 GENEDEN-01														

COVERAGES **CERTIFICATE NUMBER:** 2041350202 **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	Z24A229660	2/11/2026	2/11/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 S
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRE AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		AW4A934707 AW4J496541	5/23/2025 5/23/2025	5/23/2026 5/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ S
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UH4A231695	2/11/2026	2/11/2027	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 S
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A			WZ4J598690 WZ4J602204	11/24/2025 11/24/2025	11/24/2026 11/24/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability Claims Made Policy			G99999	2/11/2026	2/11/2027	Each Claim Aggregate 1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Canutillo Independent School District 7965 Artcraft El Paso TX 79932	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

AZ, CO, FL, KS, NC, OK

THIS ENDORSEMENT APPLIES AS A BLANKET WAIVER OF SUBROGATION FOR THOSE PARTIES HAVING A WRITTEN CONTRACT WITH THE POLICYHOLDER REQUIRING A WAIVER OF SUBROGATION FOR WORKERS COMPENSATION COVERAGE OF THE POLICYHOLDERS EMPLOYEES.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured General Dentistry 4 Kids Payroll LLC

Effective Policy No.
#J602204 & #J598690

Endorsement No.
Premium

Insurance Company The Hanover Insurance Company

Countersigned by _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Summer School Dual Language Curriculum Writing

Justification Statement: Consider approval of a \$45/hour rate (compared to \$35/hour for other summer programs) funded through Title III, Part A for teachers to engage in Summer 2026 Dual Language curriculum writing, including the development of aligned curriculum resources, Demonstrations of Learning (DOLs), scope and sequence documents, and instructional supports that promote biliteracy, bilingualism, and academic success for emergent bilingual students.

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

Staff Responsible: Dr. Carrillo/Dr. Arellano

Signature of Requester(s)
Jessica Arellano 06/10/26
Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

Administration is requesting approval to provide a \$45 per hour rate for teachers to engage in Summer 2026 Dual Language curriculum development funded through Title III, Part A federal funds. This work will focus on strengthening bilingual instructional programming by developing and refining aligned Dual Language curriculum resources, scope and sequence documents, Demonstrations of Learning (DOLs), and instructional supports that promote biliteracy, bilingualism, academic achievement, and cross-cultural competence for emergent bilingual students.

This initiative directly aligns with the purpose of Title III, which is to improve the education of emergent bilingual students by helping them attain English proficiency while meeting challenging state academic standards. Through teacher-led curriculum development, the district will ensure that instructional materials are linguistically and academically aligned across grade levels and content areas, supporting consistency and rigor in both English and Spanish instruction.

Teachers participating in this work will develop standards-aligned instructional resources, common Demonstrations of Learning (DOLs), and pacing

RECOMMENDATION:

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): TBD

ACCOUNT NO(S): Title 3

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

REQUESTING DEPARTMENT:

Academic Language Services

CONSEQUENCES OF NON-APPROVAL:

Failure to approve this item may hinder the district's ability to improve instructional coherence across the dual language program and could impact progress toward district goals, including STAAR performance, CCMR outcomes, and closing achievement gaps.

IMPLEMENTATION TIMELINE:

Summer 2026

ATTACHMENT(S): ✓



Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding between Canutillo ISD and the University of Texas at El Paso for Preservice Residency Program as part of the Prep Allotment by the Texas Education Agency.

Justification Statement: The purpose of this agreement is to facilitate a learning centered partnership between Canutillo ISD and the University of Texas at El Paso as the Institution of Higher Education in compliance with the Preparing & Retaining Educators through Partnership (PREP) Program Allotment by the Texas Education Agency. This partnership will support a high quality Preservice Residency Program that results in effective classroom practice and positive PK-12 student outcomes.

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

Staff Responsible: Dr. Jessica Melendez Carrillo, Dr. Jesica Arellano and Veronica Campbell

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

The purpose of this agreement is to facilitate a learning centered partnership between Canutillo ISD and the University of Texas at El Paso as the Institution of Higher Education in compliance with the Preparing & Retaining Educators through Partnership (PREP) Program Allotment by the Texas Education Agency. This partnership will support a high quality Preservice Residency Program that results in effective classroom practice and positive PK-12 student outcomes.

The PREP Preservice Residency Program by the Texas Education Agency funds school systems and their approved educator preparation program (EPP) partners to implement year long, paid teacher residencies. Residents engage in deep clinical practice under the supervision of a trained host teacher and earn an enhanced standard teaching certificate. Each resident may generate between \$24,000 and \$39,500 depending on the high needs and rural factor and the resident's certification area. \$12,000 in funding is provided initially to cover resident and host teacher stipend costs and the remaining success based upon the candidate attaining the enhanced standard certificate. The Texas Education Agency will match the \$10K stipend we will provide to our 13 residents.

RECOMMENDATION: Our recommendation is that the Board of Trustees approve the Memorandum of Understanding between Canutillo ISD and the University of Texas at El Paso.

PRIOR BOARD ACTION: None AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:

Residents and Host Teachers won't be able to participate and engage in a high quality preservice residency program and deep clinical practice to earn their standard teaching certificate.

IMPLEMENTATION TIMELINE:
School Year 2026 2027

ATTACHMENT(S): MOU



EDUCATIONAL AFFILIATION AGREEMENT

between

CANUTILLO INDEPENDENT SCHOOL DISTRICT

and

THE UNIVERSITY OF TEXAS AT EL PASO

This Agreement is entered into effective as of the date of last signature below, between the Canutillo Independent School District (“CISD” or “District” indistinctly) and The University of Texas at El Paso, a Texas State Agency, Texas Public Institution of Higher Education and member institution of The University of Texas System (“UTEP”) for the joint exercise of their authority.

RECITALS:

WHEREAS, UTEP students in its College of Education Teacher Preparation Program are required to do clinical student teaching as part of their degree program; and

WHEREAS, UTEP and the District have a history of collaborating in placing student teachers to perform their practicum education at CISD schools; and

WHEREAS, UTEP has obtained external support for the implementation of a new program regarding teacher training and student teaching that involves collaboration between schools, colleges of education, PreK-12 schools, and school districts and is known as a “*Full Year Clinical Teaching Residency Program*”.

NOW, THEREFORE, in consideration of the mutual commitments contained in this Agreement, the parties agree as follows:

1. Purpose.

The purpose of this Agreement is to allow UTEP and CISD to implement the *Full Year Clinical Teaching Residency Program* in the District (“Program”). The Program differs from prior traditional teacher preparation models primarily in having specifically recruited and trained Mentor Teachers, teacher candidates who commit to a year-long residency program, and a full-time UTEP Site Coordinator for the Residency Program. A shared Governance Committee will provide leadership and oversight of the Program. During the initial year of implementation, the Program will receive technical support from the University-School Partnerships for the Renewal of Educator Preparation (“US PREP”) National Center housed at Texas Tech University. The US PREP model includes professional development, technical support, and data sharing focused on the transformation of university-based teacher preparation programs in Texas and nationwide.

2. Definitions.

- 2.1. Mentor Teacher - a certified teacher that models good teaching and wise counseling; primarily responsible for supervising the work and activities of the Residents while performing student teaching.
- 2.2. Resident - a UTEP student who is a Teacher Candidate in his/her final year of the Teacher Preparation Program.
- 2.3. Site Principal – The Principal of a District school at which Residents perform student teaching under the supervision of Mentor Teachers.
- 2.4. Course Instructor - a College of Education faculty member.
- 2.5. UTEP Site Coordinator - a College of Education faculty member housed within the District to administer, coach, and evaluate Residents, teach courses, and coordinate and provide relevant Professional Development to Mentor Teachers.
- 2.6. Teacher Preparation Program - a professional preparation program for teacher certification according to the standards of the State Board of Educator Certification.
- 2.7. Professional Development (in-service) - activities designed to improve Mentor Teachers' effectiveness and increase their students' learning and achievement.
- 2.8. Governance Committee - a leadership and oversight committee for the Program as described in Section 5 of this Agreement.
- 2.9. Resident Improvement Plan (Plan) - a detailed improvement and accountability plan of action developed for UTEP Residents identified as falling far below the college's academic and/or professional standards or Program expectations.
- 2.10. FERPA. Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g)
- 2.11. PK-12 Student. A PK-12 student enrolled in CISD schools.

3. District Obligations.

Pursuant to the terms of this Agreement, the District shall:

- 3.1. Recruit and provide high-quality Mentor Teachers sufficient in numbers for a cohort of up to 20 Residents, without additional compensation from UTEP.
- 3.2. Provide a training stipend of no more than \$20,000 annually to Residents placed in the District for the duration of the year-long residency.
- 3.3. Provide a classroom during after school hours sufficient in size to host up to 20 UTEP students, solely for conducting teacher education courses, seminars, and student counseling.
- 3.4. Provide office space at a site for the UTEP Site Coordinator that is secure and adequate for administrative duties and for individual conferences with Residents.
- 3.5. Share and analyze student achievement/benchmark data with UTEP for the purpose of improving student learning and for program improvement.
- 3.6. Assign Mentor Teachers, in conjunction with the UTEP Site Coordinator, to actively supervise, mentor and evaluate their assigned Residents using UTEP processes and performance assessment tools.

- 3.7. Provide opportunities for the Residents to attend district-level and school-level professional development activities.
- 3.8. Provide wireless internet access to Residents while at District facilities in conformance with District's Acceptable Use Policy.

4. UTEP Obligations.

Pursuant to this Agreement, UTEP shall:

- 4.1. Provide at its sole cost a full-time UTEP Site Coordinator employed by the UTEP College of Education to carry out the duties designated for the Program.
- 4.2. Consistent with UTEP hiring processes, utilize the cooperating district Governance Committee to provide recommendations to the Dean regarding potential Course Instructors for the Program.
- 4.3. Adapt and support programming that helps Program graduates meet state and federal guidelines, as well as district needs, for high-quality teacher preparation.
- 4.4. Assure that all Residents selected for participation in Program have satisfactorily completed all portions of the UTEP curriculum that are a prerequisite for participation in the Program.
- 4.5. Verify that prior to any UTEP Site Coordinator's, Course Instructor's, or Resident's initial interaction with District PK-12 Students at any District site under this Agreement, that such person undergoes background clearance as required by law.
- 4.6. To the extent not in conflict with UTEP's policies and procedures, comply with District policies and procedures that are made known to the UTEP College of Education and ensure that the UTEP Site Coordinator, all Course Instructors, and all Residents are aware of these policies.
- 4.7. Inform all UTEP Residents and personnel participating in the Program that they are required to comply with the rules and regulations of CISD while on premises of CISD schools and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by CISD.
- 4.8. Provide upfront and ongoing training to Mentor Teachers about the Program and their role and responsibilities.
- 4.9. Inform Residents that all student teaching or related work performed at the District is without compensation or employee benefits and that there is no promise or expectation of employment at the District or UTEP at any time.
- 4.10. Place a Resident on a Resident Performance Improvement Plan (Plan), monitor performance, and enforce Plan provisions when appropriate to ensure that Residents perform satisfactorily in the assessment by CISD and UTEP.
- 4.11. Remove a Resident from the assignment to the Program when CISD determines that the Resident has violated the rules and regulations of CISD; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the CISD or threatens the safety of CISD personnel or students.

5. Governance Committee.

Pursuant to this Agreement, the Parties shall each in good faith actively participate in shared governance for the collaboration under the Program, including the following:

- 5.1. The Governance Committee shall be comprised of a minimum of Five (5) and a maximum of twelve (12) members based on the number of District campuses participating in Residency Placements.
- 5.2. The District shall appoint to the Governance Committee the Superintendent of the District or designee, the Site Principals, and such other members as the District determines appropriate, who are familiar with the Program.
- 5.3. UTEP shall appoint to the Governance Committee the Dean of the College of Education or designee, the UTEP Site Coordinator, UTEP program leads, and such other members as the UTEP determines appropriate.
- 5.4. Convene and attend Governance Committee meetings twice per semester and additionally as needed to address concerns or provide additional communication regarding the Program.
- 5.5. Actively participate in evaluation of UTEP in-service and pre-service teacher education program effectiveness, specifically including whether through the Program the Residents are learning key skills needed from the District's perspective.
- 5.6. Support for the distribution of program/graduate effectiveness surveys to District personnel in order to document the outcomes and effectiveness of the Program.
- 5.7. Support the distribution of PK-12 Student surveys for the purposes of professional learning.
- 5.8. Ensure that roles and responsibilities of the Site Coordinator and key operational components of the Program are established in writing and are updated as needed, consistent with this Agreement.
- 5.9. Ensure that the roles and responsibilities of UTEP and the District when applying for or performing under any grants awarded for support of the Program are established in writing and are previously agreed to by both Parties. The Governance Committee shall be provided advance notice of any grants sought by UTEP related to the Program. Absent express written agreement by the Governance Committee, there shall be no recourse against the District for expenditures made with grant funds.
- 5.10. Ensure that the Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- 5.11. Permit representatives of the accrediting entity for CISD and/or UTEP to have reasonable access to premises of CISD school for purposes related to the accreditation process.

6. FERPA

- 6.1. As to the educational records of Residents, UTEP is responsible for ensuring compliance with applicable privacy legislation and all other applicable laws and regulations including yet not limited to the confidentiality of personally identifiable student records under FERPA and applicable state law. For purposes of this Agreement, pursuant to FERPA, UTEP hereby designates CISD, a Resident's Mentor Teacher, Site Principal, and Governance Committee members as school officials with a legitimate educational interest in the educational records of any Resident who participates in the Program to the extent that access to the records is required by CISD to carry out the Program. CISD agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

6.2. As to the educational records of any PK-12 Student, CISD is responsible for ensuring compliance with applicable privacy legislation and all other applicable laws and regulations including yet not limited to the confidentiality of personally identifiable student records under FERPA and applicable state law. For purposes of this Agreement, pursuant to FERPA, CISD hereby designates a Resident who is a designated student teacher of a PK-12 Student as a school official with a legitimate educational interest in the educational records of such PK-12 Student to the extent that access to the records is required by the Resident to carry out the Full Year Clinical Teaching Residency Program. Each Resident shall agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

7. Term.

This Agreement will be effective from the date of last signature below (“Effective Date”) and ending five (5) years from Effective Date.

8. Termination.

Except as otherwise provided in this Agreement and applicable law, rule and regulation, this Agreement may only be terminated by written notification of either Party to the other Party at least six (6) months prior to the termination date. The Parties agree to use their best efforts to allow sufficient opportunity for Residents participating in the Program to graduate prior to the effective date of termination. Upon termination, unless otherwise expressly provided, any property purchased in furtherance of this Agreement shall remain the property of the Party that purchased such property.

9. Notices.

All notices required under this Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such Party’s designated representative at the address as follows:

If to CISD:

Canutillo Independent School District
Dr. Pedro Galaviz
Superintendent of Schools
CISD Administrative Offices
7965 Artercraft
El Paso, TX 79932

If to UTEP:

The University of Texas at El Paso
Attn. Provost and Vice President for
Academic Affairs
500 W. University Ave
El Paso, TX 79968

or such other address or addressee as later provided by a Party through written notice signed by a duly authorized representative to the other Party.

11. Disputes:

This Agreement is based on the common trust and good faith of the Parties. In case of disputes concerning any fact, interpretation, allowable costs, etc. arise during performance of this

Agreement, reasonable efforts shall be made to find an amicable resolution to said dispute(s) through informal discussions between the Parties' duly authorized representatives.

12. Amendment and Assignment:

Any changes or amendments to this Agreement may only be made by mutual written agreement of the Parties signed by duly authorized representatives of each of the Parties. This Agreement may not be assigned by either Party without the express written consent of the other Party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement. No oral representations of any officer, agent, or employee of CISD, or UTEP shall affect or modify any obligations of either Party under this Agreement.

13. Entire Agreement:

This Agreement and any subsequent amendments hereto constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a Party hereto.

14. Budgetary Considerations

Resources for implementation of this Program may come from either Party, depending upon budgetary availability. Neither Party is obligated to expend any resources in connection with the Program unless specifically stated otherwise in this Agreement. No implementation of any portion of the Program may be initiated prior to the written assurance of such budgetary availability to the other Party hereto. To the extent any external funding is required by a Party in order to implement the Program and funding for such purposes is not appropriated to that Party or is not otherwise available to the Party, the Party shall have no further financial obligations upon such determination. Should either Party not have funding to carry out any obligations of a particular exchange effort conducted under the Program, it shall immediately notify the other Party of such fact and of such portions of the Program that may be deemed terminated or modified due to the lack of funding.

15. Relationship of the Parties.

This Agreement shall not be construed to create a relationship of partners, brokers, employees, servants or agents as between the Parties. The Parties to the Agreement are acting as independent contractors. Faculty and Mentors who participate in the Program remain employees of their home organization.

16. Use of Institutions' Name; Advertising and Publicity.

Neither Party shall use the other Party's name, or any name that is likely to suggest that it is related to the other party, in any advertising, promotion or sales literature without first obtaining the written consent of the other Party.


17. Waiver.

A waiver of any breach of any provision of this Agreement shall not be construed as a continuing waiver of said breach or a waiver of any other breaches of the same or other provisions of the Agreement.

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

THE UNIVERSITY OF TEXAS AT EL PASO

Canutillo Independent School District

By: 
Dr. John Wiebe
Provost and Vice President for Academic Affairs

By: *Pedro Galaviz*
Dr. Pedro Galaviz
Superintendent of Schools


Date: 02/04/2022

Date: 02/15/2022

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

THE UNIVERSITY OF TEXAS AT EL PASO

CANUTILLO INDEPENDENT SCHOOL DISTRICT

By: 
Dr. John Wiebe
Provost and Vice President for Academic Affairs

By: _____
Dr. Pedro Galaviz
Superintendent of Schools

Date: 02/04/2022

Date: _____

SIGNATURE CERTIFICATE




REFERENCE NUMBER

66EC1632-D24C-49F2-B935-DA5055A5D1AF

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 66EC1632-D24C-49F2-B935-DA5055A5D1AF</p> <p>Transaction Type Signature Request</p> <p>Sent At 02/15/2022 14:17 EST</p> <p>Executed At 02/15/2022 16:54 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum d3c20bd645ccddc324b8e81b1f3e183e3372ae3504c1a33dd977e35d46e2f570</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name Educational Affiliation Agreement With Utep</p> <p>Filename educational_affiliation_agreement_with_utep.pdf</p> <p>Pages 8 pages</p> <p>Content Type application/pdf</p> <p>File Size 436 KB</p> <p>Original Checksum 459dcde7dd1db8b8e3522c09030834f2b7487cf3d1a787acd2d00c5cf8b51e8e</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Pedro Galaviz</p> <p>Email pgalaviz@canutillo-isd.org</p> <p>Components 2</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 1ac7fd5371ca0eb9726e16742f631745d5543e877b30d6b8f98651d77f5544cf</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID E4393192</p>	<p>Viewed At 02/15/2022 16:54 EST</p> <p>Identity Authenticated At 02/15/2022 16:54 EST</p> <p>Signed At 02/15/2022 16:54 EST</p>

AUDITS

TIMESTAMP	AUDIT
02/15/2022 14:17 EST	CISD Finance Department (finance@canutillo-isd.org) created document 'educational_affiliation_agreement_with_utep.pdf' on Chrome via Windows from 70.125.228.98.
02/15/2022 14:17 EST	Pedro Galaviz (pgalaviz@canutillo-isd.org) was emailed a link to sign.
02/15/2022 14:18 EST	CISD Finance Department (finance@canutillo-isd.org) shared document 'educational_affiliation_agreement_with_utep.pdf' on Chrome via Windows from 70.125.228.98.
02/15/2022 16:54 EST	Pedro Galaviz (pgalaviz@canutillo-isd.org) viewed the document on Chrome via Windows from 70.125.228.98.
02/15/2022 16:54 EST	Pedro Galaviz (pgalaviz@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.125.228.98.
02/15/2022 16:54 EST	Pedro Galaviz (pgalaviz@canutillo-isd.org) signed the document on Chrome via Windows from 70.125.228.98.

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding between Canutillo ISD and the University of Texas at El Paso for the Educator Preparation Program as part of the Prep Allotment Grow Your Own by the Texas Education Agency

Justification Statement: The purpose of this Agreement is to articulate the nature and expectations of the partnership between Canutillo Independent School District and the University of Texas at El Paso associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter "PREP GYO Program") in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections.

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

Staff Responsible: Dr. Jessica Melendez Carrillo, Dr. Jesica Arellano and Veronica Campbell

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

The purpose of this Agreement is to articulate the nature and expectations of the partnership between Canutillo Independent School District and the University of Texas at El Paso in implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter "PREP GYO Program") in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections. The PREP GYO Program enables school systems, through partnering with qualified Institute of Higher Education and educator preparation programs, to establish innovative staffing pipelines that prepare and retain educators and thereby, increase student access to high quality classroom teachers. The PREP GYO Program provides funding through participating school systems to support eligible school system employees (hereinafter "GYO participants") in completing a bachelor's degree and enrolling in a preparation program to ultimately become a certified teacher while employed by the school system. Each participating GYO employee may generate between \$8,000 and \$12,000 depending on the high needs and rural factor, with 50% of funds provided up front and 50% success based upon the employee completing their bachelor's degree and enrolling in an Educator Preparation Programs (EPP) within three (3) years. The employees (paraprofessionals) who qualify can become students of UTEP to earn Bachelors in Education.

RECOMMENDATION: Our recommendation is that the Board of Trustees approve the Memorandum of Understanding between Canutillo ISD and the University of Texas at El Paso.

PRIOR BOARD ACTION: None AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:

Canutillo ISD Staff who qualify for the Grow Your Own program won't be able to participate in the Grow Your Own program and completing their bachelor's degree.

IMPLEMENTATION TIMELINE:
School year 2026 2027

ATTACHMENT(S): ✓ MOU



[DRAFT] PREP Grow Your Own Memorandum of Understanding: 2026-2027

This Memorandum of Understanding (“Agreement”) is entered into on 5/21/2026 between Canutillo Independent School District (hereinafter “School System”) and The University of Texas at El Paso Institution of Higher Education (hereinafter “IHE”).

1. Purpose

- The purpose of this Agreement is to articulate the nature and expectations of the partnership between the School System and the IHE associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter “PREP GYO Program”) in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections.
- The PREP GYO Program enables school systems, through partnering with qualified IHEs and educator preparation programs, to establish innovative staffing pipelines that prepare and retain educators and thereby, increase student access to high-quality classroom teachers. The PREP GYO Program provides funding through participating school systems to support eligible school system employees (hereinafter “GYO participants”) in completing a bachelor’s degree and enrolling in a preparation program to ultimately become a certified teacher while employed by the school system.

2. Authority & Citations

This Agreement is intended to satisfy the PREP partnership components and applicable requirements in Texas Education Code (TEC) §§ 21.902, 21.906, and 48.157, and Texas Administrative Code (TAC) Chapter 228 (as applicable).

3. Term & Renewal

This Agreement begins on Fall 2026 and ends on _____ (2026–2027 school year). It may be renewed or amended by mutual written agreement of the Parties.

4. Collaborative Goals

- Establishing structures for quality of implementation, including:
 - Establish and communicate compliance procedures associated with participation in the PREP GYO Program.
 - Selection of GYO participants according to a set of mutually determined criteria.
 - Establish regular communications processes and expectations to ensure information and feedback is shared on an ongoing basis.
 - Develop processes and data sharing agreements to support continuous improvement efforts, including monitoring and evaluating the GYO participants’ progress in earning a bachelor’s degree and enrolling in an educator preparation program within three years of beginning participation in the PREP GYO Program.

- Ensuring GYO participants complete all necessary coursework, training, and requirements in compliance with PREP GYO Program, by providing GYO participants with:
 - Completion of the bachelor’s degree and acceptance into an Educator Preparation Program (hereinafter “EPP”) within three (3) years.
 - Monthly scheduled release time to support the completion of their bachelor’s degree, including time to complete field-based experiences, course assignments, and targeted activities.
 - Authentic opportunities to practice teaching under the supervision of one or more cooperating teachers, including small group instruction, leading instructional routines, and lesson planning.
 - On-the-job training aligned with the standards for educator certification established by the board.
 - Guidance and other transition supports as the GYO participant begins a program to satisfy the teacher preparation requirements under Section 21.04421, 21.04422, or 21.04423.

5. Progress Monitoring of Program Quality

- Cadence: The Parties will meet at an agreed upon cadence.
- Participation: Each Party will identify expected participants (e.g., district leadership, program manager, campus leaders; key IHE leadership and faculty) and roles within the governance structure.
- Scope: Parties agree to review successes, opportunities for growth, discuss changes for additional years, and partnership viability.
- Data-Sharing Framework: Establish processes to share non-identified School System performance data between the Parties for monitoring and evaluation of GYO candidate preparation and effectiveness.

6. Allocation of Costs & Resources

- Allocating costs and resources accordingly, including:
 - Each party bearing its own expenses in connection with its obligations pursuant to this Agreement.
 - Acting with fiduciary responsibility to ensure compliance with the requirements set forth in PREP GYO Program guidelines (TEC §21.906(e)).
 - Developing a plan surrounding programmatic costs that enable support for GYO participants and overall PREP GYO Program implementation.

7. Data Sharing & FERPA

- The Parties will share and co-analyze non-identified PK–12 performance data for the purpose of preparing GYO candidates to positively impact PK–12 student learning and for the continuous improvement of the EPP.
- The parties will share information related to GYO participant progress to support monitoring and participant success.
- For purposes of the Family Educational Rights and Privacy Act (FERPA), the School System designates _____ (“FERPA Designee”) as a school official with a

legitimate educational interest to the extent required to fulfill obligations under this Agreement. The FERPA Designee shall comply with FERPA as to any such educational records.

8. Additional School System Specific Obligations

- Identify appropriate staff needed to support the implementation of the PREP GYO Program.
- Require GYO participants to, as a condition for participation, earn a bachelor's degree and enroll in an educator preparation program within three years of beginning participation in the partnership.
- Employ GYO participants in a job assignment that spends at least 25% of their day focused on instructional support, including the requirement to practice teaching under the supervision of a cooperating teacher.
- Pair GYO participants with a trained cooperating teacher who agrees to participate in that role in a PREP GYO program at the school system.
- Provide GYO participants with monthly scheduled release time to support completion of a bachelor's degree while remaining employed in the school system. The School System must work with the IHE to establish a release time schedule that addresses the participants' needs.
- Ensure that GYO participants attain an Educational Aide III certificate within the first year of beginning participation in the PREP GYO Program.

9. Additional IHE Specific Obligations

- Provide key faculty member(s) to support the implementation of the PREP GYO Program.
- Ensure that GYO participants earn their bachelor's degree within three years of beginning participation in the PREP GYO Program.
- Provide GYO participants with ongoing support necessary to complete coursework and program requirements.

10. Miscellaneous

10.1 Governing Law & Venue

This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in El Paso County, Texas, in any action arising out of or relating to this Agreement.

10.2 Termination

Except as otherwise provided, this Agreement may be terminated by either Party upon six (6) months' written notice. The Parties will use best efforts to allow sufficient opportunity for Residents to complete the year prior to the effective date of termination. Upon termination, the School System will notify appropriate Texas Education Agency staff of the termination of this Agreement.

10.3 Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General shall be used by the Parties to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business

Signatures

IN WITNESS WHEREOF, the Parties to this Agreement, through their duly authorized representatives, have executed this Agreement and certify that they have read, understood, and agreed to its terms. This Agreement may be executed in counterparts, each of which is deemed an original, and delivered electronically with the same legal effect as an original.

School System (Superintendent's Designee)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

School System (Program Manager)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

EPP (Legal Authority)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

EPP (GYO Program Leadership)

- Signature: _____
- Name: _____
- Title: _____
- Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding between Canutillo ISD and the Education Service Center Region 19 for the Educator Preparation Program as part of the Prep Allotment Grow Your Own by the Texas Education Agency

Justification Statement: The purpose of this Agreement is to articulate the nature and expectations of the partnership between Canutillo Independent School District and the Education Service Center Region 19 associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter "PREP GYO Program") in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections.

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

Staff Responsible: Dr. Jessica Melendez Carrillo, Dr. Jesica Arellano and Veronica Campbell

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

The purpose of this Agreement is to articulate the nature and expectations of the partnership between Canutillo Independent School District and the Education Service Center Region 19 in implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter "PREP GYO Program") in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections. The PREP GYO Program enables school systems, through partnering with qualified Institute of Higher Education and educator preparation programs, to establish innovative staffing pipelines that prepare and retain educators and thereby, increase student access to high quality classroom teachers. The PREP GYO Program provides funding through participating school systems to support eligible school system employees (hereinafter "GYO participants") in completing a bachelor's degree and enrolling in a preparation program to ultimately become a certified teacher while employed by the school system. Each participating GYO employee may generate between \$8,000 and \$12,000 depending on the high needs and rural factor, with 50% of funds provided up front and 50% success based upon the employee completing their bachelor's degree and enrolling in an Educator Preparation Programs (EPP) within three (3) years. We have identified 6 paraprofessionals who qualify for Grow Your Own program.

RECOMMENDATION: Our recommendation is that the Board of Trustees approve the Memorandum of Understanding between Canutillo ISD and Education Service Center Region 19.

PRIOR BOARD ACTION: None AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:

Canutillo ISD Staff who qualify for the Grow Your Own program won't be able to participate in the Grow Your Own program and completing their bachelor's degree.

IMPLEMENTATION TIMELINE:
2026 2027 School Year

ATTACHMENT(S): ✓ MOU



PREP Grow Your Own Memorandum of Understanding: 2026-2027

This Memorandum of Understanding (“Agreement”) is entered into on _____ between Canutillo ISD (hereinafter “School System”) and Education Service Center Region 19 (hereinafter “EPP”).

1. Purpose

- The purpose of this Agreement is to articulate the nature and expectations of the agreement between the School System and the Educator Preparation Program associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter “PREP GYO Program”) in compliance with Texas Education Code §21.906 and 48.157 and relevant Texas Administrative Code sections.
- The PREP GYO Program enables school systems, through partnering with qualified IHEs and educator preparation programs, to establish innovative staffing pipelines that prepare and retain educators and thereby, increase student access to high-quality classroom teachers. The PREP GYO Program provides funding through participating school systems to support eligible school system employees (hereinafter “GYO participants”) in completing a bachelor’s degree and enrolling in a preparation program to ultimately become a certified teacher while employed by the school system.

2. Authority & Citations

This Agreement is intended to satisfy the PREP partnership components and applicable requirements in Texas Education Code (TEC) §§ 21.902, 21.906, and 48.157, and Texas Administrative Code (TAC) Chapter 228 (as applicable).

3. Term & Renewal

This Agreement begins on _____ and ends on _____ (2026–2027 school year). It may be renewed or amended by mutual written agreement of the Parties.

4. Collaborative Goals

- Establishing structures for quality of implementation, including:
 - Establish and communicate compliance procedures associated with participation in the PREP GYO Program.
 - Selection of GYO participants according to a set of mutually determined criteria.
 - Establish regular communications processes and expectations to ensure information and feedback is shared on an ongoing basis.
 - Develop processes and data sharing agreements to support continuous improvement efforts, including monitoring and evaluating the GYO participants’ progress in earning a bachelor’s degree and enrolling in an educator preparation program within three years of beginning participation in the PREP GYO Program.

- Ensuring GYO participants complete all necessary coursework, training, and requirements in compliance with PREP GYO Program, by providing GYO participants with:
 - Completion of the bachelor’s degree and acceptance into an Educator Preparation Program (hereinafter “EPP”) within three (3) years.
 - Monthly scheduled release time to support the completion of their bachelor’s degree, including time to complete field-based experiences, course assignments, and targeted activities.
 - Authentic opportunities to practice teaching under the supervision of one or more cooperating teachers, including small group instruction, leading instructional routines, and lesson planning.
 - On-the-job training aligned with the standards for educator certification established by the board.
 - Guidance and other transition supports as the GYO participant begins a program to satisfy the teacher preparation requirements under Section 21.04421, 21.04422, or 21.04423.

5. Progress Monitoring of Program Quality

- Cadence: The Parties will meet at an agreed upon cadence.
- Participation: Each Party will identify expected participants (e.g., district leadership, program manager, campus leaders; key IHE leadership and faculty) and roles within the governance structure.
- Scope: Parties agree to review successes, opportunities for growth, discuss changes for additional years, and partnership viability.
- Data-Sharing Framework: Establish processes to share non-identified School System performance data between the Parties for monitoring and evaluation of GYO candidate preparation and effectiveness.

6. Allocation of Costs & Resources

- Allocating costs and resources accordingly, including:
 - Each party bearing its own expenses in connection with its obligations pursuant to this Agreement.
 - Acting with fiduciary responsibility to ensure compliance with the requirements set forth in PREP GYO Program guidelines (TEC §21.906(e)).
 - Developing a plan surrounding programmatic costs that enable support for GYO participants and overall PREP GYO Program implementation.

7. Data Sharing & FERPA

- The Parties will share and co-analyze non-identified PK–12 performance data for the purpose of preparing GYO candidates to positively impact PK–12 student learning and for the continuous improvement of the EPP.
- The parties will share information related to GYO participant progress to support monitoring and participant success.
- For purposes of the Family Educational Rights and Privacy Act (FERPA), the School System designates Dr. Oscar Rico ("FERPA Designee") as a school official with a legitimate educational

interest to the extent required to fulfill obligations under this Agreement. The FERPA Designee shall comply with FERPA as to any such educational records.

8. Additional School System Specific Obligations

- Identify appropriate staff needed to support the implementation of the PREP GYO Program.
- Require GYO participants to, as a condition for participation, earn a bachelor's degree and enroll in an educator preparation program within three years of beginning participation in the partnership.
- Employ GYO participants in a job assignment that spends at least 25% of their day focused on instructional support, including the requirement to practice teaching under the supervision of a cooperating teacher.
- Pair GYO participants with a trained cooperating teacher who agrees to participate in that role in a PREP GYO program at the school system.
- Provide GYO participants with monthly scheduled release time to support completion of a bachelor's degree while remaining employed in the school system. The School System must work with the IHE to establish a release time schedule that addresses the participants' needs.
- Ensure that GYO participants attain an Educational Aide III certificate within the first year of beginning participation in the PREP GYO Program.

9. Additional EPP Specific Obligations

- Provide key staff member(s) to support the implementation of the PREP GYO Program.
- Ensure that GYO participants enroll in the EPP within three years of beginning participation in the PREP GYO Program.
- Provide GYO participants with ongoing support necessary to complete coursework and program requirements.

10. Miscellaneous

10.1 Governing Law & Venue

This Agreement is made in Texas and shall be governed by and construed in accordance with the laws of the State of Texas. The Parties consent to the exclusive jurisdiction and venue of the federal and state courts located in El Paso County, Texas, in any action arising out of or relating to this Agreement.

10.2 Termination

Except as otherwise provided, this Agreement may be terminated by either Party upon six (6) months' written notice. The Parties will use best efforts to allow sufficient opportunity for Residents to complete the year prior to the effective date of termination. Upon termination, the School System will notify appropriate Texas Education Agency staff of the termination of this Agreement.

10.3 Dispute Resolution

The dispute resolution process provided in Chapter 2260, Texas Government Code, and related rules adopted by the Texas Attorney General shall be used by the Parties to resolve any claim for breach of contract that cannot be resolved in the ordinary course of business.

10.4 Sovereign Immunity

The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

10.5 No Third Party Beneficiary

Nothing in this Agreement is intended to nor shall it operate to confer any third-party beneficiary rights in favor of any person or entity.

Signatures

IN WITNESS WHEREOF, the Parties to this Agreement, through their duly authorized representatives, have executed this Agreement and certify that they have read, understood, and agreed to its terms. This Agreement may be executed in counterparts, each of which is deemed an original, and delivered electronically with the same legal effect as an original.

School System (Superintendent's Designee)

- Signature: _____
- Name: Dr. Oscar Rico
- Title: Deputy Superintendent
- Date: 6/23/26

School System (Program Manager)

- Signature: _____
- Name: Dr. Jessica Meléndez-Carrillo
- Title: Director of Professional Learning and Multilingual Education
- Date: 6/23/26

EPP (Legal Authority)

- Signature: _____
- Name: Dr. Armando Aguirre
- Title: Executive Director
- Date: _____

EPP (GYO Program Leadership)

- Signature: _____
- Name: Barbara O. Amaya
- Title: Director
- Date: _____

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting: Approval of Memorandum of Agreement (MOA) between Grand Canyon University and Canutillo ISD.

Justification Statement: This Memorandum of Agreement is between Grand Canyon University and Canutillo ISD to provide adequate instruction and clinical supervision for Social Work interns of GCU at CISD schools.

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

Staff Responsible: Dr. Monica Reyes, Executive Director Student Support Services

Signature of Requester(s)

Monica Reyes

5/18/2026

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

This three-year agreement establishes a partnership between Canutillo Independent School District and Grand Canyon University to provide clinical supervision and instruction for social work students. The university maintains responsibility for educational oversight, student insurance, and grading, while the district provides suitable facilities and direct supervision by licensed Master of Social Work professionals. The agreement outlines specific requirements for clinical hours, safety protocols, and student liability, clarifying that interns are not considered district employees.

RECOMMENDATION: Administration recommends that the Board of Trustees approves the Memorandum of Agreement Grand Canyon University.

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

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: N/A

REQUESTING DEPARTMENT: Student Support Services Department

CONSEQUENCES OF NON-APPROVAL: Without the approval of the Memorandum of Agreement, Canutillo ISD would not have Social Worker interns positions available.

IMPLEMENTATION TIMELINE: June 1, 2026 - May 31, 2029

ATTACHMENT(S): MOA document

CANUTILLO | A Premier District





CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING

Contract Routing and Approval Form

Table with 4 columns and 4 rows for tracking contract status: Contract Request Received, Routed for Internal Approval, Routed for Vendor Approval, Assigned Contract No, Contract Fully Executed, Notification To Proceed.

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance and determine procurement method(s). 3. Be advised that some agreements may require Legal Counsels review 4. Following final review, purchasing will route for additional signature(s), either district personnel and/or supplier. to ensure receipt of fully executed documents. 5. Purchasing will notify requestor when process has been completed.

NO SERVICES SHALL COMMENCE WITHOUT AN EXECUTED AGREEMENT AND AN APPROVED PURCHASE ORDER

IT IS THE REQUESTORS RESPONSIBILITY TO SUBMIT ALL DOCUMENTS PERTAINING TO THE SERVICE REQUESTED WITH AMPLE TIME TO ALLOW FOR FULL PROCESS. MUST INCLUDE Vendor agreement, vendor quote, vendor terms, any other docs related to the service, etc. This Contract Routing and Approval form is required to ensure we have the information needed to route documents for the necessary signatures.

THIS FORM MUST BE COMPLETED BY THE REQUESTING CAMPUS/DEPARTMENT

Must check off Contract Type: Professional Service, Contracted Services, Vendor Agreement, Term Contract, Interlocal, Lease Agreement, MOU, MOA, Construction, Other

Campus/Department: Student Support Services

Campus/Department Contact person: Dr. Monica Reyes, Executive Director

Contact Number: 915-877-7650 Requestors email: mreyes@canutillo-isd.org

Contract Title: Memorandum of Agreement between Grand Canyon University and Canutillo ISD.

Contract Description: This Memorandum of Agreement is between Grand Canyon University and Canutillo ISD to provide adequate instruction and clinical supervision for Social Work interns of GCU at CISD schools.

VENDOR INFORMATION - MUST PROVIDE ALL INFORMATION LISTED BELOW: Required to obtain all necessary signatures.

Vendor/Company Name: Grand Canyon University

Vendor Full Address: 3300 West Camelback Road, Phoenix Arizona 85017

Name of Representative: Renee Taillon representatives' email: Renee.Taillon@gcu.edu

Rep. Office Phone: 602-639-7500 Rep Mobile Number: 602-513-4077

Vendor's Authorized Signer: Dr. Cheryl McAuliffe Signer's email: Cheryl.McAuliffe@gcu.edu

Contract Amount: N/A Funding Source: N/A

Account No(s): N/A

Anticipated Start Date: June 1, 2026 End Date: May 31, 2029

Is this a New Agreement? Yes No

Is this Agreement a renewal? Yes No If yes; specify the reason for renewal, what is it replacing?

Agreement Term: Three years Does agreement term include renewal options? Yes No

If yes, specify renewal options:

Does agreement require Insurance coverage? Yes No If yes, route agreement to Human Resources department for review, and to provide the necessary insurance requirements.

Human Resources staff review: Date:

By signing this approval request form, I, the budget authority confirm that the agreement attached has been reviewed and all necessary documents pertaining to this agreement are being submitted.

Budget Authority Signature: Date: 5/14/2026

Attachments: Must submit vendor agreement and all pertaining documents, quotes, etc., with this routing form.

Purchasing review: [Signature line]



Grand Canyon University

Don't Miss a Day of Your Future!™

3300 West Camelback Road, Phoenix Arizona 85017 602.639.7500 Toll Free 800.800.9776 www.gcu.edu

Social Work

Field Education Contractual Agreement

THIS AGREEMENT dated this 7th day of May, 2026, between Canutillo Independent School District of 801 Talbot Ave, Canutillo, Texas 79835 and all it locations, hereinafter known as “AGENCY”, and Grand Canyon University, hereinafter known as “GCU”.

WHEREAS, the parties wish to provide adequate instruction and clinical supervision for Social Work of GCU from May 7, 2026 until May 6, 2029; and

WHEREAS, the AGENCY maintains facilities suitable for said instruction, IT IS AGREED between the parties as follows:

A. GCU agrees:

1. To provide educational oversight—guidance and direction—for the instruction of the field education student using the facilities.
2. That field education student will abide by the policies and rules of the AGENCY.
3. Provide orientation information to the Field Instructor as needed.
4. That each student will observe and/or provide care for the selected patients/clients within their scope of practice as defined by the State Board of Behavioral Health.
5. That each student will meet the health requirements of the AGENCY. Students assigned under the agreement shall not be considered employees, agents, borrowed servants, partners, or joint venturers of the AGENCY, unless otherwise agreed upon in writing. The AGENCY reserves the right to make all employment decisions in accordance with its own policies and procedures.
6. That each student is responsible for providing his/her own health insurance. In the event of an emergency, the agency will provide such emergency care. The student will be responsible for any charges thus generated.
7. That each student will be required to provide proof of his/her own professional liability insurance in the amounts of 1,000,000/3,000,000 to the GCU Field Education Counselors.
8. To indemnify, defend, and hold free and harmless the AGENCY and/or its employees from any and all liability which may arise solely by reason of any negligent act or GCU or any its employees.

9. The GCU Field Liaison will assign a grade based on the Field Instructors evaluation, assessment of the agency activity logs, participation and completion of course assignments.

B. THE AGENCY agrees:

1. To interview GCU students when open intern positions are available.
2. To provide direct supervision by an individual with state licensed Master of Social Work.
3. Supervision needs to occur at the rate of 1 hour of supervision for every 20 hours worked or 1 hour weekly supervision if student is an employee. Supervision may be an individual or group format, or both. If group format is utilized for supervision there may be no more than six supervisees in attendance. Generally, staff meetings do not meet the criteria for supervision
4. The Field Instructor must verify that he/she has maintained written documentation to validate all supervision hours he/she verifies.
5. The agency Field Instructor and the GCU Field Liaison will maintain ongoing communication during the semester to discuss the student's progress. The agency's Field Instructor will notify the Office of Field Experience immediately in the event the student's performance becomes unsatisfactory.
6. The Agency Field Instructor will approve the student's WorkLopes Time Logs.
7. The Field Instructors and the GCU student will complete the Learning Agreement and submit to the Field Liaison.
8. The Field Instructor and the GCU student will complete the student's evaluation based on the competencies and activities agreed upon in the learning agreement and submitted to the Field Liaison.
9. The Agency will provide students with sound clinical and ethical experience and will enforce professional policies/state ethical guidelines.
10. To indemnify, defend, and hold free and harmless GCU and/or its employees from any and all liability which may arise solely by reason of any negligent act or omission of Agency and/or its employees.

C. EITHER PARTY may terminate this contract at any time, for any reasons, upon ninety (90) days notice.

D. FERPA - The Parties agree to protect the participants' educational records in accordance with the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g and any applicable policy of the Parties. To the extent permitted by law, the Parties may share information from participants' educational records with each other so that each can perform its respective responsibilities under this Agreement but shall not disclose or share education records with any third party.

This Agreement is entered into by and between the Parties hereto and for their benefit. Unless explicitly provided in this Agreement there is no intent by either Party to create or establish third Party beneficiary status or rights in any third party, and no such third party shall have any right to enforce any right or enjoy any benefit created or established under this Agreement.

Sovereign Immunity: The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

IN WITNESS WHEREOF, the parties thereto have executed this agreement as of the day and year written below:

GRAND CANYON UNIVERSITY

_____ Date: _____
Dr. Cheryl McAuliffe
Director of Social Work, College of Humanities and Social Sciences

CANUTILLO INDEPENDENT SCHOOL DISTRICT

_____ Date: _____
Signature Name: _____
Title: _____

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Affiliation Agreement between New Mexico State University (NMSU) and Canutillo ISD.

Justification Statement: This Affiliation Agreement between New Mexico State University and Canutillo ISD establishes a coordinated educational program for students enrolled in NMSU's School of Social Work. Both parties wish to provide structured educational experiences and clinical training, utilizing CISD facilities that are suitable for such instruction.

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

Staff Responsible:

Dr. Monica Reyes, Executive Director Student Support Services

Signature of Requester(s)

Monica Reyes

5/18/2026

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

This agreement establishes a long-term partnership between Canutillo Independent School District and New Mexico State University to provide clinical training for social work students. NMSU maintains responsibility for academic oversight, faculty supervision, and professional liability coverage, while the district retains ultimate authority over client care and direct site supervision. This agreement outlines strict requirements for student conduct, background checks, and HIPAA compliance, ensuring that interns function as independent contractors rather than employees.

RECOMMENDATION: Administration recommends that the Board of Trustees approves the Affiliation Agreement with New Mexico State University.

PRIOR BOARD ACTION: N/A AWARDED: N/A AWARDED AMOUNT: None

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:
Student Support Services

CONSEQUENCES OF NON-APPROVAL:
Without the approval of the Affiliation Agreement, Canutillo ISD would not have Social Worker intern positions available from NMSU.

IMPLEMENTATION TIMELINE:
May 26, 2026 - May 31, 2031

ATTACHMENT(S): Agreement Document





CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING

Contract Routing and Approval Form

Table with 4 columns and 3 rows for purchasing office use only, including fields for Contract Request Received, Routed for Internal Approval, Routed for Vendor Approval, Assigned Contract No, Contract Fully Executed, and Notification To Proceed.

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance and determine procurement method(s). 3. Be advised that some agreements may require Legal Counsels review 4. Following final review, purchasing will route for additional signature(s), either district personnel and/or supplier. to ensure receipt of fully executed documents. 5. Purchasing will notify requestor when process has been completed.

NO SERVICES SHALL COMMENCE WITHOUT AN EXECUTED AGREEMENT AND AN APPROVED PURCHASE ORDER

IT IS THE REQUESTORS RESPONSIBILITY TO SUBMIT ALL DOCUMENTS PERTAINING TO THE SERVICE REQUESTED WITH AMPLE TIME TO ALLOW FOR FULL PROCESS. MUST INCLUDE Vendor agreement, vendor quote, vendor terms, any other docs related to the service, etc. This Contract Routing and Approval form is required to ensure we have the information needed to route documents for the necessary signatures.

THIS FORM MUST BE COMPLETED BY THE REQUESTING CAMPUS/DEPARTMENT

Must check off Contract Type: Professional Service, Contracted Services, Vendor Agreement, Term Contract, Interlocal, Lease Agreement, MOU, MOA, Construction, Other

Campus/Department: Student Support Services

Campus/Department Contact person: Dr. Monica Reyes, Executive Director

Contact Number: 915-877-7650 Requestors email: mreyes@canutillo-isd.org

Contract Title: Memorandum of Agreement is between New Mexico State University and Canutillo ISD.

Contract Description: This Memorandum of Agreement is between New Mexico University and Canutillo ISD is to establish and coordinated programs and guidelines for education and training of students enrolled in social work programs at NMSU (the Program)

VENDOR INFORMATION - MUST PROVIDE ALL INFORMATION LISTED BELOW: Required to obtain all necessary signatures.

Vendor/Company Name: New Mexico Sate University (NMSU)

Vendor Full Address: 1335 international Mall Suite 210 Las Cruces, New Mexico 88003

Name of Representative: Maribel Tellez representatives' email: tellezm@nmsu.edu

Rep. Office Phone: 575-646-2719 Rep Mobile Number: 575-646-2719

Vendor's Authorized Signer: Dr. Mary Nienow Signer's email: mneinow@nmsu.edu

Contract Amount: N/A Funding Source: N/A

Account No(s): N/A

Anticipated Start Date: May 26, 2026 End Date: May 31, 2031

Is this a New Agreement? Yes No

Is this Agreement a renewal? Yes No If yes; specify the reason for renewal, what is it replacing?

Agreement Term: May 26, 2026 to May 31, 2031 Does agreement term include: renewal options? Yes No

If yes, specify renewal options:

Does agreement require Insurance coverage? Yes No If yes, route agreement to Human Resources department for review, and to provide the necessary insurance requirements.

Human Resources staff review: Date:

By signing this approval request form, I, the budget authority confirm that the agreement attached has been reviewed and all necessary documents pertaining to this agreement are being submitted.

Budget Authority Signature: Date: 5/13/2026

Attachments: Must submit vendor agreement and all pertaining documents, quotes, etc., with this routing form.

Purchasing review:

Blank lines for purchasing review signature and date.

**Affiliation Agreement between New Mexico State University and
Canutillo Independent School District**

This agreement (the Agreement) is made and entered into by and between Canutillo Independent School District (CISD) (Affiliate) and the Regents of New Mexico State University, specifically the School of Social Work (NMSU).

As used in this Agreement, "Parties" means NMSU and Affiliate, and "Party" means either NMSU or Affiliate as contextually appropriate."

General Provisions

1. **Purpose.** The purpose of this Agreement is to establish and coordinate educational programs and guidelines for the education and training of students enrolled in social work programs at NMSU (the Program).
2. **Term and Termination.** The term of this Agreement will be from the date of the last signature below through May 31, 2031, and will be automatically renewed and extended each year, except that either Party may, at any time, with or without cause, cancel this Agreement, or any renewal and extension thereof, by providing the other Party with ninety (90) days' advance notice in writing. Such termination will not become effective with respect to the NMSU students participating in the Program (the Program Participants) in a rotation at Affiliate's facility until the Program Participants' scheduled rotation is complete, provided that Affiliate continues to have sufficient staffing and other resources to continue the Program until that date.
3. **Agreement Limitation.** Each Party will retain complete control over such programs of its own that are outside of this Agreement.
4. **Scope of Training.**
 - A. By signing this Agreement, the Affiliate agrees to accept Program Participants. If for any reason Affiliate will not be able to accept Program Participants for an upcoming semester or academic year, Affiliate agrees to give NMSU ninety (90) days' written notice to allow NMSU time to find alternative placements for the Program Participants.
 - B. Activities performed by Program Participants covered by this Agreement will be within the established and written requirements of the degree, certification, or training being pursued and as required of every candidate for that degree or certification, as applicable.
5. **NMSU Responsibilities.**
 - A. NMSU will provide qualified faculty and a structured educational experience to Program Participants.

- B. NMSU will assume overall responsibility for the educational programs and evaluation of Program Participants at all training sites through the appropriate faculty. The ultimate responsibility for the academic education of Program Participants rests with NMSU and its faculty. NMSU will be responsible for communicating to the Program Participant and the Affiliate, and its personnel, the Program's learning goals and objectives. Additionally, in conjunction with the Affiliate, the faculty will select those learning experiences that are most likely to satisfy a Program's learning goals and objectives.
- C. NMSU will designate a faculty member to arrange for supervision, provide coordination, oversight and direction of Program Participant training activities and assignments while at Affiliate's site.
- D. NMSU will provide Program Participants in good standing, meaning that each Program Participant will have successfully completed the academic training necessary for participation and be in good standing within their academic program. NMSU agrees to promptly remove a Program Participant from the Program if he/she is no longer in good standing with NMSU.
- E. NMSU will notify Program Participants of Affiliate's requirement to comply with all applicable policies, procedures, rules and regulations of Affiliate. Upon Affiliate's request, NMSU will remove any Program Participant from the Program covered by this Agreement for unsatisfactory performance or failure to follow Affiliate's administrative and patient care policies, procedures, rules and regulations, or any applicable laws.
- F. NMSU agrees to notify Program Participants that Affiliate may require them to undergo and successfully complete additional requirements such as criminal background checks, fingerprinting, and drug testing, in order to receive clearance from Affiliate to participate in the Programs. NMSU will have no obligation to pay for any cost associated with these additional requirements.
- G. NMSU may withdraw a Program Participant whose progress, achievement or behavior does not warrant his or her continuation in the Program.
- H. NMSU agrees to designate a faculty member to serve as a contact person for Affiliate's staff. The initial contact person will be identified on the signature page of this Agreement.

6. Affiliate Responsibilities.

- A. Affiliate and its staff will retain ultimate control and authority over all parameters of its obligations to provide safe client care. Affiliate has ultimate decision making power over the details of care including training activities and direct supervision of Program Participants' learning experiences.
- B. Affiliate agrees to accept and provide experience in social work to Program Participants from NMSU. However, Affiliate will be under no obligation to accept any individual Program Participant unless agreed upon by NMSU and Affiliate.

- C.** All client orders and staff instructions, methods, techniques and procedures initiated, or performed by Program Participants will be subject to prior review, approval and counter signature by appropriate Affiliate personnel. Affiliate, together with its staff, agrees to maintain exclusive control over Affiliate's client's care and be the responsible party for all decisions related to such health care and treatment. Program Participants will not have independent authority.
- D.** Affiliate personnel will proactively inform Affiliate's patients, customers and others concerning the training role of the Program Participants in order to prevent any mistaken impression by the patients or others.
- E.** The administration of all services at Affiliate's facilities will be the sole responsibility of, and under the complete and immediate direction, control and professional supervision of Affiliate's staff and authorized agents and consultants.
- F.** Affiliate will provide Program Participants first aid for work-related accidents and illnesses, such as blood and body fluid exposure. The charges for such medical services will be billed to the Program Participant or his or her insurance carrier. Affiliate assumes no responsibility, financial or otherwise, beyond the initial first aid provided immediately after the injury, and any services or other liability will be the responsibility of the Program Participant regardless whether the services are covered by the Program Participant's insurance. NMSU does not provide health insurance to Program Participants. Affiliate is not responsible for wages, social security taxes, insurance, workers' compensation insurance or any other benefits for student participants assigned by NMSU. Student participants shall not be employees of Affiliate for any purpose.
- G.** Affiliate will, at the commencement of a Program Participant's placement, provide the Program Participant with an orientation about Affiliate's policies, procedures, standards and practices relevant to the Program Participant's placement including information regarding safety and emergency procedures. If applicable, Affiliate will also provide to Program Participants any HIPAA policies and procedures that are unique to Affiliate's facilities.
- H.** Affiliate agrees to designate a staff member to serve as a contact person for NMSU's faculty assigned to oversee and supervise the Program Participant. The initial contact person will be identified on the signature page of this Agreement.
- I.** Affiliate agrees to provide reasonable classroom or conference room space at the Affiliate's training site for use in the Program.
- J.** Affiliate may remove from its premises any Program Participant who: 1. poses an immediate threat or danger to Affiliate personnel, clients, or visitors or to the quality of care; or 2. conducts himself or herself in an unprofessional manner, engages in disruptive or detrimental behavior to Affiliate, its personnel, patients, or visitors, or otherwise fails to abide by Affiliate's policies and procedures.

When practical, Affiliate will consult with NMSU prior to removing any Program Participant from the Affiliate's premises.

K.

K. To the extent Affiliate generates or maintains educational records related to the Program Participants, Affiliate agrees to comply with the Family Educational Rights and Privacy Act ("FERPA"), and shall limit access to only those employees or agents with a need to know and a legitimate educational interest in the educational records of such Program Participants.

7. Insurance.

- A.** NMSU agrees to maintain liability coverage for the acts of its employees under the New Mexico Public Liability Fund as reflected in the Certificate of Coverage which is attached and incorporated by reference to this Agreement as Exhibit A. The Certificate of Coverage will be applied giving full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
 - B.** NMSU agrees to maintain professional liability coverage, as reflected in Exhibit A, for its employees and the Program Participants in accordance with the provisions of the New Mexico Tort Claims Act Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
 - C.** NMSU agrees to maintain coverage for its employees in compliance with the New Mexico Workers' Compensation Act, Section 52-1-1 et seq. NMSA 1978, and the New Mexico Unemployment Compensation Act.
- 8. Confidentiality/HIPAA.** For the purposes of this Agreement, the Parties acknowledge and agree that each of them are subject to the Health Insurance Portability and Accountability Act of 1996 (the regulations and statutes are hereinafter referred to as "HIPAA"), including, but not limited to: certain limits on uses and disclosures protected health information ("PHI"); providing for access, amendment, accounting, mitigation, and Secretary access; and the requirements to enter into certain contracts with their "business associates," as that term is defined under HIPAA. Each party hereto further acknowledges that uses and disclosures of PHI under the terms and conditions of this Agreement may be characterized as treatment, payment, or healthcare operations related communications under HIPAA and therefore the parties are not required to enter into a "business associate" agreement. Notwithstanding the foregoing, each party hereto shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by that party and its personnel, including without limitation HIPAA.
- 9. Compliance.** The Parties will comply with all federal, state and local laws, rules, regulations, standards and Executive orders, without limitation to those designated within this Agreement.

- 10. Independent Contractor Status.** Each Party will be considered to be an independent party and will not be construed to be an agent or representative of the other Party, and therefore, has no liability for the act or omissions of the other Party. In addition, neither Party, nor any of its employees, agents or subcontractors, will be entitled to compensation, worker's compensation, or employee benefits of the other party by virtue of this Agreement.
- 11. Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions will continue valid and enforceable to the full extent permitted by law.
- 12. Liability.** NMSU and Affiliate will each be solely responsible for the liability arising from personal injury, including death, or damage to property arising from the acts or failure to act of the respective Party or of its officials, agents, and employees pursuant to the Agreement. NMSU liability will be strictly limited by and this Agreement will give full effect to the intent of the Tort Claims Act, Section 41-4-1 et seq., NMSA 1978, and any amendments thereto.
- 13. Non-discrimination.** Each Party will comply with all applicable laws relating to discrimination, harassment and retaliation including, without limitation, Title IX of the Education Amendments of 1972, the Americans with Disabilities Act, New Mexico Human Rights Act, the Age Discrimination in Employment Act of 1967, the Rehabilitation Act of 1973, Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to regulation of the U.S. Department of Health and Human Services (45 C.F.R. Part 80), all as amended. Neither NMSU nor Affiliate will engage in illegal discrimination against the Program Participants, employees or patients with regard to age, ancestry, skin color, disability, gender identity, genetic information, national origin, pregnancy, race, religion, serious medical condition, sex, sexual orientation, spousal affiliation, or protected veteran status.
- 14. Notices.** Any notice required to be given pursuant to this Agreement must be given in writing and must be sent by certified mail, return receipt requested, postage prepaid, overnight courier, fax, or email as follows:

New Mexico State University

Dr. Mary Nienow

1335 International Mall Suite 210 Las Cruces, NM 88003

mneinow@nmsu.edu

Affiliate Contact Information

Dr. Monica Reyes

7965 Artcraft

P.O. Box 100, Canutillo, TX 79835

915-877-7650

mreyes@canutillo-isd.org

Notice will be deemed received on the date sent if sent by electronic means, fax or email, or three business days after it is mailed. NMSU and Affiliate may change their respective contact information upon prior written notice.

15. Force Majeure. No Party will be liable or be deemed in breach of this Agreement for any failure or delay or performance, which results, directly or indirectly, from acts of God, civil or

A. military authority, public disturbance, accidents, fires, or any other cause beyond the reasonable control of either party.

16. Assignment. Neither NMSU nor Affiliate may assign or transfer any rights, duties, or obligations under this Agreement, in whole or in part, without prior written consent of the other Party. This Agreement will insure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, successor and permitted assigns.

17. Third-Party Beneficiary. This Agreement is for the benefit of Parties only. No rights or benefits are conferred to any third-party by or through this Agreement.

18. Non-Waiver. The waiver of a breach of any term of this Agreement will in no way be construed as a waiver of any other term or waiver of such breach on any other occasion.

19. Non-Exclusivity. Each Party will have the right to enter into similar agreements with other parties.

20. Authority. The individuals signing this Agreement on behalf of the Parties represent and warrant that they have the power and authority to bind the Parties for whom he or she is signing, and that no further action, resolution, or approval from the Parties is necessary to enter into a binding contract.

"IN WITNESS WHEREOF, the parties have executed this Agreement as of the date(s) indicated below."

REGENTS OF NEW MEXICO STATE UNIVERSITY

By: _____

Title: _____

Date: _____

AFFILIATE

By: _____

Title: _____

Date: _____

NMSU Contact Information

Maribel Tellez

1335 International Mall, Suite 201

Las Cruces, NM 88003

575-646-2719

tellezm@nmsu.edu

Affiliate Contact Information

Dr. Monica Reyes

7965 Artcraft

P.O. Box 100, Canutillo, TX 79835

915-877-7650

mreyes@canutillo-isd.org

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to approve Interlocal Agreement between The University of Texas at Austin (UT Austin) and Canutillo ISD for 2026-2027 OnRamps Program

Justification Statement: To provide OnRamps courses at the Canutillo ISD School District high schools

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

Staff Responsible: Dr. Jessica Arellano/ Omar Solis/ Veronica Campbell
Signature of Requester(s)
Dr. Jessica Arellano/Omar Solis
Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary:

The Inter local Agreement is one(1) of seven (7) approved purchasing method identified by Texas Education Code, Section 44.031. Additionally, the Texas Inter local Cooperation Act, Government Code, 79.001 allows local governments and institutions of higher learning to contract with each other for governmental functions and services.

OnRamps is a concurrent enrollment and teacher professional development program created in partnership with the Texas Higher Education Leaders

Consortium and coordinated by the University of Texas at Austin, OnRamps offers the opportunity for high school students to earn high school credits from their District and the opportunity to earn college credits form the University of Texas at Austin (UT Austin) through distance education courses. Districts pay a subsidized rate in line tithe 86th legislature appropriation (HB1, Article III, 59).

The cost of OnRamps course materials, technical support and course implementation support outlined within the Agreement for CISD will be defined on per-student, per-course basis. The maximum 2026-2027 fee is \$60.10 per credit hour, or \$180.30 for each three-hour course per student.

CISD is paying the subsidized rate. Subject to available funding for 2026-2027 school year, the fee of \$180.30 per three-hour course per student is subsidized to \$149. Enrollment cost subsidies are paid for by OnRamps and applicacle state appropriations.

RECOMMENDATION: Recommendation that the Board of Trustees approe the OnRamps as presented for 2026-2027 Fiscal Year and to support students wanting to participate in distance education courses.

PRIOR BOARD ACTION: 06/24/2025 **AWARDED:** **AWARDED AMOUNT:**

AMOUNT(S): \$180.30 for each three-hour course per student. Subsidized to \$149

ACCOUNT NO(S):

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

Interlocal Agreement

REQUESTING DEPARTMENT:

C & I

CONSEQUENCES OF NON-APPROVAL:

CISD students will not be able to enroll in UT Austin distance courses.

IMPLEMENTATION TIMELINE:

For 2026-2027 Fiscal Year for execution July 1, 2026

ATTACHMENT(S): ✓

OnRamps Interlocal Agreement



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

FOR THE 2026-2027 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2026, is entered on the Effective Date by and between Contracting Parties on pursuant to the authority granted in and in compliance with Chapter 791 of the Texas Government Code.

Contracting Parties:

Receiving Party: Canutillo ISD (“CISD”)
7965 Artcraft Road
El Paso, TX 79932

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

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

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

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

1. Interlocal

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

2. Nature of OnRamps

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

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

3. Fees and Payments

Enrollment Fees:

The cost of the OnRamps course materials, technical support and course implementation support outlined in this Agreement for CISD will be defined on a per-student, per-course basis. The maximum 2026-2027 fee is \$60.10 per credit hour, or \$180.30 for each three-hour course, per student.

CISD is paying a subsidized rate. Subject to available funding, during the 2026-2027 school year, the fee of \$180.30 per three-hour course per student is subsidized to \$149. Enrollment cost subsidies are paid for by OnRamps and applicable state appropriations. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.

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

The OnRamps enrollment fee is assessed for each student registered in each OnRamps course on the enrollment census date which will be determined and communicated on or before June 1, 2026, including FAST opt-in status. The enrollment fee includes access to all course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student does not earn or accept college credit in the course.

Professional Learning and Development (PLD) Fee:

The cost of OnRamps professional learning and development will be assessed on a per-teacher basis according to the fee schedule in Exhibit C, for teachers who are implementing one or more OnRamps courses at the beginning of the academic year. This fee includes professional learning and development services, course materials, technology tools, and technical assistance required for implementation during the entire term of this agreement, including Summer Professional Learning Institute (PLI), academic year PLIs, virtual conferences, learning modules, communities of practice, professional development assignments, and access to individual virtual coaching.

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

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

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

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

4. Scope of Work and Responsibilities

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

4.1 Responsibilities of OnRamps

Enrollment and Records

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

Course Curriculum, Instruction, and Grading

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

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

- i. Provide information on procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.
- j. Provide students with appropriate access to academic advising and counseling resources and supports.

Professional Development and Support

- I. Deliver professional learning to CISD teachers who implement the OnRamps course. Teachers implementing an OnRamps course are required to participate in and complete all OnRamps professional learning and development program components.
 - a. 2026 Summer PLI will be delivered by OnRamps using distance education and virtual learning technologies. Summer PLI is required for all OnRamps high school teachers.
 - b. Academic year PLIs will consist of two one-day PLIs for new and returning participating teachers delivered virtually during the fall and spring semesters. CISD teachers are required to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
 - c. Virtual conferences for implementing CISD new and returning teachers held up to eight times per year.
 - d. CISD teacher participants will be credited with continuing professional education hours for the hours of documented attendance.
- J. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to CISD administrators and high school counselors.
- K. Deliver in-person or virtual presentations and/or workshops to CISD staff and community members regarding the OnRamps program overview, implementation, and strategies for success based on advance scheduling and availability of OnRamps staff.
- L. OnRamps will hire and assign a designated qualified course lead for each course offered. The designated course lead will serve as the content expert and point of contact and support for the high school teacher.
- M. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
- N. Provide virtual coaching access to each OnRamps high school teacher to support course implementation and enhance their professional practice.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as CISD high school teachers and administrators. OnRamps will provide updates through regularly identified reporting schedules to the identified CISD Main Contact and, as needed, regarding the status of OnRamps course and professional learning and development implementation, based on regular review of data, including communication with the OnRamps CISD high school teacher(s) and student performance and engagement data.
 - a. OnRamps staff will inform CISD administration of any serious concerns regarding CISD or campus implementation of the OnRamps course pertaining

to quality and fidelity. If CISD implementation of the OnRamps course is deemed unsatisfactory, OnRamps reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.

- b. A CISD high school teacher deemed by OnRamps to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with OnRamps expectations and be provided individual coaching and support as available through the course staff, OnRamps PLIs, a community of practice, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement in OnRamps' sole discretion, OnRamps will notify CISD, who will use its best efforts to identify an alternate high school teacher, and CISD will work with OnRamps to continue implementation of the course with the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
- c. Should OnRamps deem an OnRamps CISD high school teacher as not compatible with or not in the best interest of the OnRamps in OnRamps' sole discretion, OnRamps will notify CISD who will work with OnRamps to continue the course through an alternate teacher.
- d. Any person performing Services under this Agreement on behalf of OnRamps must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of OnRamps must inform the CISD district contact.

Location Student Participation, and Extended Student Absences

- P. OnRamps dual enrollment instruction will occur in the facilities of the high school campus with the designated high school Instructor who has completed OnRamps professional learning institute requirements.
- Q. All students in the class must be high school students enrolled in the OnRamps course.
- R. When the student is unable to attend school in the designated high school facility with a qualified and selected OnRamps high school Instructor, the student may continue in the online distance college course based on criteria provided in the Implementation Manual.

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

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

be eligible to implement an OnRamps course. The decision to admit or deny such teacher and any accompanying conditions will be determined by the Director of Instructional Innovation and Implementation and Executive Director at their discretion.

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

- f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
 - g. Required lab materials for BIO 106M, CH 104M, CH 104N, GEO 302E, and PHY 102M.
 - h. The Biology and Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps CISD high school teachers implement OnRamps with fidelity, including the following requirements:
- a. Adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
 - b. Ensure students complete the OnRamps registration process and student orientation, including creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.
 - c. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
 - d. Use Canvas LMS to assign and grade high school work as specified by OnRamps.
 - e. Participate in professional learning and development activities, including Summer PLI, academic year PLIs, video conferences, learning modules, communities of practices and uploads of classroom video, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the academic year PLIs, CISD agrees to pay the cost of substitute teachers for the days the teacher will attend the academic year PLIs.
 - f. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course staff regarding the success and challenges of implementation, responding in a timely manner to requests for information.
 - g. Notify OnRamps of CISD high school teacher absences of five or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.
- E. Ensure students register for OnRamps courses to meet OnRamps requirements, including:
- a. Recruit, advise, and approve students to participate in OnRamps courses.
 - b. Designate employee(s) responsible for providing academic advising to students enrolled in OnRamps courses prior to the start of the course.
 - c. Ensure students enrolled in OnRamps meet the minimum academic requirements for each course as shown in Exhibit A.
 - d. Ensure students complete the OnRamps registration process and student orientation, which includes creating a UT EID, and creating a profile and registering in the OnRamps Portal, within the first three weeks of school.
 - e. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the

student is enrolling in a college course with the opportunity to earn college credit.

- F. Ensure accuracy of OnRamps student information, including:
 - a. Ensure student rosters accurately reflect students enrolled in OnRamps courses on the OnRamps census dates in fall and spring.
 - b. Submit student state IDs and educationally disadvantaged status in accordance with the communicated timeline.
 - c. Submit high school grades in accordance with the data sharing agreement schedule.
- G. Any person performing Services under this Agreement on behalf of CISD must be actively employed or eligible for employment by CISD and may not be on administrative leave. CISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If CISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the district contact, who oversees the OnRamps program, must inform OnRamps within 24 business hours and provide information about the incident as it pertains to OnRamps students and implementation.

5. Summer PLI Teacher Registration and Attendance

- A. CISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of the selected synchronous Summer PLI session. Late registration will be accommodated at the discretion of the Executive Director or designee.
- B. New OnRamps CISD high school teachers must complete all components of Summer PLI including prerequisite self-directed modules, synchronous sessions, and compliance modules. New OnRamps high school teachers are defined as those who are implementing an OnRamps course for the first time or for the first time after more than one year of absence.
 - a. The CISD teacher assigned to the course **must** successfully complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
- C. Cancellation policy:
 - a. If a high school teacher registers for Summer PLI and is unable to attend, the teacher must communicate this change to the OnRamps Professional Learning and Development team via OnRamps Support in writing at least one week prior to the start of the Summer PLI session for which the Instructor is registered. The district contact may coordinate with OnRamps to identify an appropriate replacement.
 - b. Teachers who miss more than 20% of Summer PLI may be required to complete additional activities during the academic year to maintain eligibility to implement the OnRamps course.

- c. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, CISD materials provided to CISD for the course must be returned to OnRamps within 30 days.

6. Educational Records and Data Sharing

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

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

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

pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

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

8. Indemnity

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

9. Term and Termination

This Agreement is effective on June 1, 2026, no matter the date fully executed by both Parties and covers a period beginning June 1, 2026 and ending August 31, 2027. This Agreement cannot be renewed or extended.

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

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

10. Ownership of Intellectual Property

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

11. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the

right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

12. Notice to Parties

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

CISD at:

Canutillo ISD
7965 Artcraft Road
El Paso, TX 79932

UT Austin at:

The University of Texas at Austin
Business Contracts Office
1616 Guadalupe St, Ste 3.304
Mail Code D9900
Austin, TX 78701
Attn: Business Contracts Administrator

With a copy to:

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

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

13. Venue; Governing Law

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

14. Mutual Negotiation

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

15. Amendment and Assignment

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

16. Entire Agreement; Modifications

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

17. State Auditor's Office

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

18. Severability

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

19. Survival

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

20. Cybersecurity Training Program

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

21. Access by Individuals with Disabilities

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

Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

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

22. Payment of Debt or Delinquency to the State

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

23. Signatory Representations

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

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

Receiving Party
Canutillo ISD

Performing Party
The University of Texas at Austin

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
OnRamps Courses

OnRamps Course	UT Austin Course Code(s)	Credit Hours	Texas Core Curriculum Code	TCCNS Equivalency	High School Prerequisite	Crosswalked Courses (H.S. Course Code)
Foundations of Arts and Entertainment Technologies	AET 304	3	050	N/A	Graphic Design recommended	Audio/Video Production II (13008600)
Introductory Biology I + Lab for Introduction to Biology I	BIO 311C BIO 106M	3 lecture 1 lab	030	BIOL 1306 BIOL 1106	Biology + Chemistry	Scientific Research and Design I, II or III (13037200, 13037210, or 13037220)
Principles of Chemistry I (Lecture) + Introduction to Chemical Practices I (Lab)	CH 301 CH 104M	3 lecture 1 lab	030	CHEM 1311 CHEM 1111	Algebra I	Chemistry (03040000)
Principles of Chemistry II (Lecture)+ Introduction to Chemical Practices II (Lab)	CH 302 CH 104N	3 lecture 1 lab	030	CHEM 1312 CHEM 1112	OnRamps Chemistry I + Lab, AP Chemistry or equivalent	Scientific Research and Design I, II or III (13037200, 13037210 or 13037220)
College Algebra	M 301	3	N/A	MATH 1314	Algebra I required, Geometry recommended	Algebra II (03100600)
Computer Science: Thriving in Our Digital World	C S 303E	3	093	N/A	Algebra I	Computer Science I (03580200)
Introduction to Economics	ECO 304K	3	080	ECON 2302	Algebra II recommended (or concurrent enrollment)	Economics with Emphasis on the Free Enterprise System and Its Benefits (03310300)
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	3	030	N/A	Biology or IPC required, Chemistry recommended (or concurrent enrollment)	Earth Systems Science (03060150)
Mechanics, Heat, and Sound + Lab for Mechanics, Heat, and Sound	PHY 302K PHY 102M	3 lecture 1 lab	030	PHYS 1301 PHYS 1101	Algebra I and Geometry required, Algebra II or Precalculus recommended	Physics (03050000)

OnRamps Course	UT Austin Course Code(s)	Credit Hours	Texas Core Curriculum Code	TCCNS Equivalency	High School Prerequisite	Crosswalked Courses (H.S. Course Code)
Electromagnetism, Optics, and Nuclear Physics	PHY 302L	3	030	PHYS 1302	TEKS-based Physics, Algebra II and Geometry required; Physics I (OnRamps or Honors/AP/DC) or Precalculus recommended	Scientific Research and Design I, II or III (13037200, 3037210 or 13037220)
Discovery Precalculus: Preparation for Calculus	M 305G	3	020	MATH 2312	Algebra II and Geometry	Precalculus (03101100)
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	3	010	ENGL 1301	English I and II	English III (03220300) English IV (03220400)
Reading and Writing the Rhetoric of American Identities	RHE 309J	3	010	ENGL 1302	English I and II	English III (03220300) English IV (03220400)
Elementary Statistical Methods	SDS 301	3	020	MATH 1342	Algebra I required, Algebra II recommended	Statistics (03102530)
Issues and Policies in American Government	GOV 312L	3	070	GOVT 2302	U.S. History (or concurrent enrollment)	U.S. Government (03330100)
United States, 1492-1865	HIS 315K	3	060	HIST 1301	English I and English II (or concurrent enrollment)	U.S. History (03340100)
United States Since 1865	HIS 315L	3	060	HIST 1302	English I and English II (or concurrent enrollment)	U.S. History (03340100)

Exhibit B
Data Sharing Agreement

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

Pursuant to this Data Sharing Agreement and underlying Interlocal, Canutillo ISD agrees to provide individual student-level data to OnRamps at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. CISD hereby appoints OnRamps as a legitimate educational official of CISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, OnRamps hereby appoints CISD as a legitimate educational official of OnRamps in accordance with FERPA. OnRamps agrees to provide individual student-level data to CISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2027 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

CISD Designee for Student Data and OnRamps will coordinate data exchange for all OnRamps participants for the 2026-2027 academic year, as follows:

Responsible Party	Time Period	Type of Data
OnRamps	August 2026 – July 2027	<p>Throughout the academic year OnRamps will provide information about student enrollments and performance through OnRamps Portal. Access to the OnRamps Portal will be limited to pre-identified campus and CISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> • Course enrollments • Interim Course Performance • Final letter grade • Credit decision (credit accepted or declined) • University transcript grade • Student qualifying status for Financial Aid for Swift Transfer (FAST)

		<ul style="list-style-type: none"> • Student qualifying status for accommodations under IDEA or Section 504 • Student orientation completion status
OnRamps	August 2026 – May 2027	Throughout the year, OnRamps will provide information about student engagement and performance through the OnRamps Data Dashboard. Access to the OnRamps Data Dashboard will be limited to one representative from CISD, Personnel who are granted access to the OnRamps Data Dashboard may be required to complete additional steps to ensure security requirements are met.
CISD	September 2026 – May 2027	<p>CISD will provide Student State IDs for all enrolled students. This 10-digit numeric data element TX-UNIQUE-STUDENT-ID in the Texas Education Data Standards (TEDS) is used for data reporting and invoicing purposes, including identifying students as FAST eligible and CCMR accountability.</p> <p>Using the Student State IDs, the Texas Higher Education Coordinating Board (THECB) and Texas Education Agency (TEA) identifies students who are eligible the FAST program. District-level data may be exchanged for the purpose of identifying students as eligible for the FAST program based on their current year educationally disadvantaged status.</p> <ul style="list-style-type: none"> • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID) • Current year status as educationally disadvantaged (code 01, 02, or 99 in the PEIMS data element “EconomicDisadvantage”)
CISD	May 2027 – July 2027	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

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

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

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

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

3. Information shared with TEA

- Rosters of individual students, including student state ID, for students who complete an OnRamps course for the purpose of calculating state accountability and other required state performance reporting and metrics.

4. Information shared with THECB

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

5. Data and Information shared with Districts that opt-in for Teacher Incentive Allotment (TIA)

- Districts may elect to implement OnRamps pre- and post-assessments for the purpose of Teacher Incentive Allotment (TIA) program participation. Districts that opt to use OnRamps developed assessments will exchange data with OnRamps for this purpose.

Exhibit C
OnRamps Teacher Professional Learning and Development Fee Schedule

Pursuant to Section 3, the following per-teacher fee will be assessed at the beginning of the academic year. A professional learning and development fee will be assessed for teachers who are implementing one or more OnRamps courses . Individual situations not described below will be evaluated on a case-by-case basis.

OnRamps teachers may only implement a maximum of two unique 3-hour courses in the same semester.

Instructor Status	Status Description	PLD Fee Assessed
New	The Instructor is implementing the course for the first time in the current academic year or is teaching the same course after a gap of more than one year.	\$550
Returning	The Instructor is implementing the same course for the second consecutive year or more.	\$250
New Additional Course	The Instructor is implementing one course for the first time in the current academic year AND is implementing an additional course or courses for the second consecutive year or more	\$550 No fee is charged for the implementation of the additional course(s).
Returning Additional Course	The Instructor is implementing two or more courses for the second consecutive year or more.	\$250 No fee is charged for the implementation of the additional course(s).

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding between Canutillo ISD and 240 Certification for the Educator Preparation Program as part of the Prep Allotment Grow Your Own by the Texas Education Agency.

Justification Statement: The purpose of this Agreement is to articulate the nature and expectations of the partnership between Canutillo Independent School District and 240 Certification to support the implementation of Registered Teacher Apprenticeship pathways aligned to employer workforce needs and applicable educator preparation requirements.

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

Staff Responsible: Dr. Jesica Arellano, Dr. Jessica Melendez-Carrillo and Veronica Campbell

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary:

The purpose of this Agreement is to articulate the nature and expectations of the partnership between Canutillo Independent School District and 240 Certification to support the implementation of Registered Teacher Apprenticeship pathways aligned to employer workforce needs and applicable educator preparation requirements. This Agreement reflects the core values and structure inherent in the five pillars of successful apprenticeship models supports the development and implementation of high-quality educator preparation pathways designed to strengthen K-12 teacher talent pipelines through Registered Apprenticeship Programs ("RAP") registered with the United States Department of Labor Office of Apprenticeship. 240 Certification provides certification exam preparation resources designed to support candidates pursuing educator certification and successful exam completion.

RECOMMENDATION: Our recommendation is that the Board of Trustees approve the Memorandum of Understanding between Canutillo ISD and 240 Certifications.

PRIOR BOARD ACTION: None AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:
Canutillo ISD Staff who qualify for the Grow Your Own program won't be able to participate.

IMPLEMENTATION TIMELINE:
School year 2026 2027

ATTACHMENT(S): MOU



Apprenticeship Pathway Related Instruction Partnership Agreement

This Apprenticeship Pathway Related Instruction (“RI”) Agreement (“Agreement”) is effective as of the date of the last signature below by and among:

- 240 Certification (“RI Provider”), located 3122 Nealy Way, Suite 211-B, Longview, Texas 75605;
- edwell (“Sponsor” or “edwell”), a nonprofit corporation doing business in Texas with a Federal Department of Labor Registered Apprenticeship Program; and
- [District Name] ISD (“Employer”), a Public School District in Texas.

Each entity may be referred to individually as a “Party” and collectively as the “Parties”.

WHEREAS The Parties desire to establish a collaborative partnership that supports the development and implementation of high-quality educator preparation pathways designed to strengthen K–12 teacher talent pipelines through Registered Apprenticeship Programs (“RAP”) registered with the United States Department of Labor Office of Apprenticeship; and

WHEREAS, the Parties are committed to advancing employer-led apprenticeship models that integrate competency-based, work-based learning with high-quality related technical instruction and holistic apprentice support systems; and

WHEREAS, the Parties seek to align workforce development, educator preparation, and instructional support structures to strengthen recruitment, preparation, mentorship, and retention of future educators;

WHEREAS the Parties acknowledge that Apprentices participating in the PREP Grow Your Own (GYO) pathway must satisfy applicable PREP statutory and program requirements in order for the Employer Partner to access PREP funding opportunities.

NOW, THEREFORE, in consideration of the mutual covenants and commitments contained herein, the Parties agree as follows:

I. Purpose

The purpose of this Agreement is to establish a collaborative framework among the RI Provider, Sponsor, and Employer to support the implementation of Registered Teacher Apprenticeship pathways aligned to employer workforce needs and applicable educator preparation requirements. This Agreement reflects the core values and structure inherent in the five pillars of successful apprenticeship models. Our collaborative efforts are designed to ensure we maintain:

- i. Collaborative Financial Stewardship: Financial stewardship is paramount to the Program's sustainability and efficacy. To achieve this, parties will engage collectively in proactively seeking and applying for grants, scholarships, and other funding opportunities that align with the Program's goals. Parties will also collaborate on grant proposals, leveraging combined expertise to secure funding, establish effective utilization strategies to maximize educational impact, and engage in regular financial reviews. Additionally, sharing resources and maintaining open communication will be explored to foster innovation and prudent management. Grants awarded to the Program Sponsor, and employer consortium members as beneficiaries or their apprentices, may require action and accountability of consortium members as outlined in the grant deliverables.

- ii. **Provide Structured Learning:** Deliver a comprehensive curriculum that combines theoretical knowledge with practical skills, aimed at fostering a robust understanding of effective teaching practices.
- iii. **On-the-Job Training:** Ensure that apprentices receive hands-on, experiential learning under the mentorship of experienced educators within real-world educational settings.
- iv. **Reward for Skill Gains:** Recognize and compensate apprentice advancements in both knowledge and skill application, aligning incentives with each stage of professional development.
- v. **Lead to a National Occupational Credential:** Culminate in the achievement of a recognized teaching credential that validates the apprentice’s capability and readiness to excel in the education field.

By embracing these pillars, we aim to create a supportive, structured pathway that empowers aspiring teachers, enriches the educational landscape, and upholds the integrity and quality of the teaching profession.

In addition, this Agreement supports the implementation of Preparing, Retaining, and Educating Educators through Partnership (PREP) Programs, in alignment with Texas Education Code Sections 21.906 and 48.157 and Texas Administrative Code Chapter 228. The Parties agree that Apprentices participating as GYO candidates will complete a bachelor’s degree and enroll in an state approved Educator Preparation Program (EPP) within three (3) years of beginning participation.

II. **Term**

This partnership shall be effective on the date the last signature is executed and will remain in effect for a period of two (2) years. It will automatically renew for successive two-year terms unless either Party provides thirty (30) days prior written notice to terminate the Agreement. In the event of termination, the RI Provider agrees to ensure that each Apprentice currently receiving an educational benefit under this Agreement will continue to receive the full value of that benefit towards their studies at the RI Provider, provided the Apprentice remains in good academic standing.

III. **Defining Our Partnership**

The success of our apprenticeship program hinges on clear communication, well-defined expectations, and the strong collaboration of all partners involved. This section lays out the specific roles and responsibilities that each entity—the Sponsor, the Employer Partner, and the RI Provider (college, university or alternative certification program)—will uphold. By explicitly delineating these duties, we aim to foster a transparent and effective working relationship that facilitates the growth and development of our apprentices.

- **Parties**

- i. **Each District that signs onto this agreement with Appendix A “Employer”:** Serves as an employer partner.
- ii. **edwell, Inc “Sponsor”:** Serves as the Registered Apprenticeship Program (“Program”) Sponsor for each employer listed in Appendix A. edwell, Inc. is a nonprofit corporation that represents the interest of employers through an employer consortium. The consortium creates a more robust, efficient and impactful apprenticeship program that supports the development of a highly trained and prepared workforce.

- iii. **240 Certification “RI Provider”:** Serves as a RI Provider to the Sponsor and Employer. **240 Certification** is an educator preparation program (EPP), more specifically an alternative certification program.
- iv. **Apprentices:** Sponsor will collaborate with the Employer, who will identify and select Apprentices to enroll and complete 240 Certification’s teacher certification program in accordance with the work processes and standards outlined in the Program, approved by the Federal Department of Labor. Through their enrollment at **240 Certification**, apprentices will have the opportunity to earn their teacher certification in a specific content area.

- **Program Sponsor**

- i. Program Standards. Oversee the Registered Apprenticeship Program, as the Program Sponsor and facilitate a Program Steering Committee and Apprentice Committee, within the Employer Consortium to ensure all program standards and components reflect employer-driven strategies and training goals to establish high-quality talent pipelines for K-12 Teacher preparation and development.
- ii. Registration and Compliance. Ensure the program is registered with the appropriate state or federal apprenticeship agencies and complies with all applicable regulations and standards. This includes adherence to federal reporting and compliance requirements and accurate maintenance of program records to uphold the program's integrity. Sponsor will ensure access to data tracking software and RAPIDS for monitoring and managing all necessary information, including competency-based training requirements as required by the Department of Labor (DOL) and Local Workforce Board. All data sharing between parties will comply with FERPA regulations to maintain the confidentiality and security of student information.
- iii. Maintain and Coordinate Partnerships: Maintain and expand partnerships with Institutions of Higher Education (IHE) and Alternative Certification Programs (ACP). This includes successfully securing additional partners who value the program's purpose and goals, ensuring long-term sustainable programming that supports the development of high-quality teachers.
- iv. RI Provider and Competency-based Training. The program sponsor serves as a Registered Training Instruction (RTI) provider in relation to competency-based training and accordingly agrees to subcontract specific roles and responsibilities to employer partners for training implementation and facilitation. The program sponsor ensures that on-the-job, “micro-credential” training resources are readily accessible and aligned to competency program standards and can be effectively implemented by the employer.
- viii. Funding Eligibility Maintenance. Facilitate and coordinate the eligibility and maintenance process for Workforce Innovation and Opportunity Act (WIOA) funding and communicate timelines, and resources and technical assistance to support completion of this process for each apprentice. This includes providing and paying for training, tuition, and related expenses on behalf of eligible apprentices to RI providers (colleges, universities or alternative certification providers) and employers subcontracted to implement and facilitate the competency-based training program requirements with funds allocated per apprentice within their training award from workforce development partners.

- ix. Talent Acquisition. Provides resources and information to support employer-initiated recruitment strategies to support localized program goals.
- x. Advocacy and Public Relations. Engage in public relations and advocacy efforts related to Teacher certifications and apprenticeship programs to elevate the teaching profession and share program success.

- **Employer Partner**

- i. Program Standards. Maintain compliance with Program Standards and Competencies to ensure apprentices meet program requirements, earn compensation for skill gains, and are assigned an IHE partner that meets the individual needs of the apprentice while ensuring accountability for maintaining grades and successfully completing all program components.
- ii. Talent Acquisition. Initiates and engages in recruiting and hiring apprentices for employment and placement based on campus vacancies, ensuring a qualified pool of candidates for the apprenticeship program that meets the employer's needs. Recruitment strategies must be engaged a minimum of once per year.
- iii. Placement & Mentorship. Assigns mentors/cooperating teacher to apprentices completing their residency (on-ramp 4) to guide and support them as they acquire hands-on experience. Designates a success coach, or a similarly placed role, for all apprentices in on-ramps 1-3 to support continuous development and the implementation of competency-based training. Ensures placements that create meaningful work experience aligned with the learning objectives of the apprenticeship program, facilitating the practical application of learned skills.
- iv. On-the-Job Training. Provides apprentices with on-the-job training aligned with the Program standards and competencies. Training is tailored to the apprentice's current role and complements the Related Technical Instruction (RTI) delivered by the provider. Training is required on a monthly basis to complete seven (7) micro-credentials or competency-based training within each onramp, and proficiency must be demonstrated using a defined rubric.
- v. Performance Evaluation & Program Progression. Evaluate the apprentices' performance in the workplace and provide feedback to both the apprentice and the program sponsor on progression within the program to foster continuous improvement and development as necessary.
- vi. Communication: Maintains open communication with the Program Sponsor and RI providers regarding any apprentice changes within 5 (five) days to ensure transparency and effective program management.
- vii. Program Records & Compliance: Adherence to federal reporting and compliance requirements and accurate maintenance of program records to uphold the program's integrity. Data management and training will be conducted in the designated software application provided by the Program Sponsor and RAPIDS to track metrics required by the Department of Labor (DOL) and

Local Workforce Board. All data sharing between parties will comply with FERPA regulations to maintain the confidentiality and security of student information.

- viii. Sustainability & Economic Mobility. Ensure the sustainability of the program by managing internal budgets and internal funding strategies that support the sustainability of the program that meets the talent acquisition needs of the employer, including low-cost/no-cost pathways for teacher certification. Supports apprentices in achieving economic mobility by providing opportunities for career advancement and increased earning potential through the apprenticeship program.
- ix. Safety and Compliance. Maintains a safe working environment and adheres to all occupational safety and health regulations, ensuring the well-being of all apprentices.
- x. PREP Compliance. Ensure compliance with all PREP Grow Your Own (GYO) program requirements as outlined in Section IV of this Agreement, including but not limited to providing monthly release time, maintaining at least 25% instructional engagement in Apprentice job assignments, assigning a trained cooperating teacher, and supporting the tracking of bachelor's degree progress, EPP enrollment, and certification milestones.

- **RI Provider**

- i. Program Standards. Maintain sole responsibility for all aspects of any RTI Program Certification, certification, curriculum, and applicable accreditations.
- ii. Admissions. Retain sole discretion in admission decisions but agrees to collaborate with the Sponsor and the Employer to ensure Apprentices identified meet RI Provider's eligibility requirements and demonstrate readiness to successfully complete the relevant certification program requirements.
- iii. Communication. Identification of a single point of contact for both Sponsor and the Employer to manage all aspects related to admissions, enrollment, advising, and billing. This designated point of contact will coordinate internally within 240 Certification to ensure appropriate support and assistance. Keeping Parties informed of the certification progress of Apprentices in the Program.
- iv. The RI provider develops curriculum in alignment with the Texas Administrative Code, Chapter 228, ensuring it is relevant for the teacher certification process and meets our program's standards. They provide personal advisors to assist in navigating coursework, content exams, and any applicable field experience.
- v. Additionally, the RI provider regularly assesses apprentices' progress and communicates this to employer partners and, when applicable, the program sponsor. They work closely with employer partners and the program sponsor support Apprentices in meeting all certification requirements within program timelines, regularly assess Apprentices' progress and communicate updates to Employer Partners regarding enrollment status, coursework completion, and certification readiness, and work closely with Employer Partners to align field-based experiences with on-the-job training to ensure program progress and completion.

- vi. Moreover, the RI provider ensures accurate maintenance of program records, compliance with regulatory requirements, and proper data management. They utilize designated software to track required metrics and ensure all data sharing complies with FERPA regulations, safeguarding student information.

IV. PREP Grow Your Own (GYO) Requirements

This section outlines the shared expectations and commitments between Parties to ensure the successful implementation of the PREP Program requirements in compliance with Texas Education Code Section 21.906 and 48.157 and relevant Texas Administrative Code sections.

- Degree + EPP Enrollment
 - i. Apprentices must:
 1. Complete a bachelor's degree, and
 2. Enroll in a Texas approved EPP, within three (3) years of beginning participation in the GYO program.
- Employment + Instructional Role
 - i. Employer Partners will ensure:
 1. Apprentices remain employed throughout participation
 2. Apprentices spend at least 25% of their workday in instructional support activities, including:
 - a. Small group instruction
 - b. Lesson preparation
 - c. Instructional support under supervision
- Release Time
 - i. Apprentices will receive monthly scheduled release time to support:
 1. Degree completion
 2. EPP coursework
 3. Field-based experience
- Supervised Teaching Practices
 - i. Apprentices will be:
 1. Paired with a cooperating teacher
 2. Provided structure opportunities to:
 - a. Practice teaching
 - b. Lead Instructional routines
 - c. Engage in lesson planning
- Certification Milestone
 - i. Apprentices participating in the PREP GYO pathway will obtain an Educational Aide III certification within the first year, if applicable.
- Transition Supports
 - i. Apprentices will receive guidance, advising and transition supports designed to support successful progression through the program and satisfaction of teacher preparation requirements under applicable Texas Education Code Sections 21.04421, 21.04422 or 21.04423.

V. Tuition, Billing and Payment Terms

The Parties agree to the following payment and billing terms:

- i. Tuition and fees per Apprentice. The pricing outlined below includes 2 years of enrollment in 240 Certification, program tuition, and field experience payments.
 - \$4,235 per Clinical Teaching ApprenticeAn apprentice's enrollment in 240 Certification beyond 2 years will incur additional extension payments, currently set at \$750 for the 3rd year of enrollment, \$1300 for the 4th year of enrollment, and \$1850 for the 5th year of enrollment. The above pricing does not include applicable state fees for testing, certificate applications and renewals, fingerprinting/background checks, and any other state required expenses that may be implemented. These applicable state fees are typically paid out-of-pocket by the Apprentice and/or employer.
- ii. Invoice schedule. RI Provider will submit invoices to Sponsor and Employer in November for Apprentices enrolled during the preceding months of May through October. RI Provider will submit monthly net-30 invoices to Sponsor and Employer for each Apprentice enrolled during the months of November through April.
- iii. Payment terms. Sponsor agrees to pay for each enrolled Apprentice eligible for Workforce Innovation Opportunity Act funding up to the allowable amount as invoiced to workforce board partners as an approved Education & Training Provider in Texas, payable upon receipt of funding. Any WIOA funding received by the Sponsor by the end of November will be applied to the eligible Apprentice's tuition or fees. The Employer agrees to pay in full for each enrolled Apprentice pursuant to the above tuition schedule up to the annual apprentice contribution amount, any remaining balance not covered by Sponsor by December 20th. Any WIOA funding received by the Sponsor, after the end of November will be sent to the Employer as reimbursement for Employer paid tuition and fees to the RI Provider, as part of the approved program cost for each eligible apprentice. Any funds collected and not applied to eligible program training costs will be sent back to the Sponsor for submission to the local workforce development board.
- iv. Withdrawal terms. The Employer must provide communication for a withdrawn Apprentice within five (5) days of withdrawal to prevent any future fiduciary responsibility. The above-identified tuition and fees are due for each enrolled Apprentice, regardless of withdrawal date. The RI provider agrees to apply any unused tuition against future apprentice tuition and fees. Any portion that was paid with WIOA funding will be submitted back to the local workforce development board by the Sponsor.

IV. Logo Use and Branding

Each Party reserves the right to control the use of its name, logo, trademarks, and any other identifying marks ("Marks") in every respect. Each Party agrees to obtain prior express written permission from the other before such usage, except as otherwise permitted under this Agreement. edwell, Inc. desires to use the logos of each employer partner on the website for enrichED Pathways. The use of Marks shall be consistent with any communicated guidelines or directions. In the event of termination or expiration of this Agreement, each Party shall remove the other Party's information from its website and cease use of the other Party's Marks.

V. Innovation and Resource Sharing

Our collaboration is founded on mutual respect and a shared vision for the professional growth of apprentices within the Program. By following the guidance of the Texas Administrative Code, we commit to fostering an environment that is both nurturing and rigorous, equipping future educators with the skills and knowledge necessary to excel in their teaching careers.

The Parties commit to working together to enhance innovation in the Related Technical Instruction (RTI) for the Program. They aim to consistently enrich the educational journey and achievements of apprentices. Additionally, they seek to discover resource-sharing opportunities that can streamline program delivery. This collaboration sets a benchmark for apprenticeship strategies that effectively integrate on-the-job training with academic credit.

VI. Data Sharing

The Parties agree to share apprentice information and data as necessary for the administration of the Program and for fulfilling reporting requirements to the Department of Labor or other regulatory bodies. Such data sharing shall be conducted in full compliance with applicable federal, state, and local privacy laws, including the Family Educational Rights and Privacy Act (FERPA), where applicable. The Parties agree to:

- i. Implement and maintain appropriate safeguards to prevent unauthorized access to or use of apprentice information.
- ii. Ensure that access to apprentice information is limited to individuals authorized by this MOU and who require such information to perform their Program duties.
- iii. Notify each other promptly of any breach or suspected breach of confidentiality or data security concerning apprentice information.
- iv. Parties will execute any additional agreements or documents as may be necessary to facilitate the lawful sharing of apprentice data in accordance with the purposes of this MOU.

VII. Progress Monitoring

The Parties agree to meet at a regular cadence (no less than quarterly) to review:

- Apprentice progress towards program completion
- Certification milestones and program outcomes

VIII. Non-discrimination

Neither Party will discriminate against any individual based on race, religion, creed, color, gender, sexual orientation, age, disability, veteran status, national origin, or other protected status or characteristic.

VIII. Confidentiality

All Parties agree to maintain the confidentiality of any proprietary or confidential information received from the other party during the term of this MOU or in connection with the Program. Confidential information shall not be disclosed to any third parties without prior written consent, except as required by law or as necessary for the performance of the Program.

IX. **Termination**

This MOU may be terminated by either party upon written notice to the other party within 90 days of each renewal period. Termination may result from failure to comply with the terms and conditions of this MOU, failure to fulfill the obligations set forth herein, or changes to the Program that materially affect the partnership. Upon termination, both parties agree to settle all accounts and complete all pending obligations related to the Program within [specified time] days from the date of termination. In the event of termination, all Parties shall ensure that all confidential apprentice information is handled in a manner consistent with the confidentiality provisions of this MOU and any applicable laws and regulations.

X. **Amendments**

This MOU may be amended only by a written agreement duly executed by authorized representatives all Parties.

Miscellaneous

1. Licensing Jurisdiction. **240 Certification** programs leading to professional licenses will continue to meet the applicable requirements of the licensing authorities in the State of Texas. To the extent applicable, **240 Certification's** personal advisors will work with Apprentices enrolled in these programs under this Agreement to obtain a license in the State of Texas.
2. This Agreement will be governed by the laws of the State of Texas, without regard to its conflict of laws rules.
3. No Relationship. Sponsor and RI Provider are independent contractors and nothing in this Agreement shall be construed to create an agency, employer/employee, partnership, joint venture, or any other relationship between the Parties.
4. Entire Agreement. This Agreement supersedes any prior agreements, whether oral or written, between the Employer Partner and RI Provider relating to the subject matter of this Agreement. This Agreement may only be modified by a written amendment signed by both Parties.

Signatures

The undersigned confirms having read and understood terms and conditions stated above and affirms possessing the authority to execute this document and engage in the activities outlined herein.

240 Certification

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	

edwell

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	

Employer

Authorized Representative	
Title	
Phone	
Email	
Signature	
Date	

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding between Canutillo ISD and Reach University for the Educator Preparation Program as part of the Prep Allotment Grow Your Own by the Texas Education Agency.

Justification Statement: The purpose of this Agreement is to articulate the nature and expectations of the partnership between Canutillo Independent School District and the Reach University associated with implementing the Preparing & Retaining Educators through Partnership Grow Your Own Program (hereinafter "PREP GYO Program").

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

Staff Responsible: Dr. Jesica Arellano, Dr. Jessica Melendez-Carrillo and Veronica Campbell

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary:

The purpose of this Agreement is to address the Local Education Agency's workforce needs and provide opportunities for Reach University candidates to complete the job-embedded undergraduate degree program, Bachelor of Arts in Liberal Studies. Canutillo ISD and Reach University acknowledge that Apprentices participating in Texas Education Agency-PREP Grow Your Own ("GYO") pathway must satisfy applicable PREP statutory and program requirements for Canutillo ISD to access PREP funding opportunities. Reach University provides apprenticeship-aligned educator preparation pathways that allow participants to earn a bachelor's degree and teaching credential while employed in a school district.

RECOMMENDATION: Our recommendation is that the Board of Trustees approve the Memorandum of Understanding between Canutillo ISD and Reach University.

PRIOR BOARD ACTION: None AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:
Canutillo ISD Staff who qualify for the Grow Your Own program won't be able to participate in the Grow Your Own program through Reach University and completing their bachelor's degree.

IMPLEMENTATION TIMELINE:
School year 2026 2027

ATTACHMENT(S): MOU



Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to approve the Memorandum of Understanding between Canutillo ISD and Texas Tech University on behalf of the University-School Partnerships for the Renewal of Educators Preparation (US PREP) to provide access to effective and qualified teachers

Justification Statement: To ensure students have access to effective, qualified teachers by helping districts develop a pipeline of well-prepared, certified teacher candidates from their own communities.

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

Staff Responsible: Dr. Jessica Melendez -Carrillo,/Dr. Debra Kerney
Signature of Requester(s)
Dr. Jessica Melendez -Carrillo/Dr. Debra Kerney/ Veronica Campbell
Signature of Presenter(s)

Business Services Approval (Initials) Date

Agenda Summary:

The Initiative aims to ensure students have access to effective, qualified teachers by helping districts develop a pipeline of well-prepared, certified teacher candidates from their own communities. It also expands the impact of effective teachers through leadership opportunities that support teacher development and improve retention.

- Over the course 2 years, US PREP will work with the District and school teams on the following goals:
- Recruit candidates from and advise teachers to high-quality teacher preparation programs
 - Create hands-on, instructional work experiences and support systems for aspiring teachers in the district Redesign school staffing to expand the impact of effective teachers and promote teacher development
 - Redesign campus schedules to expand the impact of effective teachers and maximize teacher development, instruction and planning time.
 - Align compensation with the redesigned campus staffing and schedule responsibilities

The initiative will occur in three phases: Pre-Design, Design and Implementation & Scale.
Once the MOU is signed and formalized the initiative will begin June 2026 and will commence Spring 2028.

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): ✓



Comprehensive Strategic Staffing from Pipeline to Leadership Strategic Staffing

This Memorandum of Understanding (MOU) is hereby established on this Date, 06/01/2026 between Canutillo Independent School District (District) and Texas Tech University on behalf of University-School Partnerships for the Renewal of Educator Preparation (US PREP). This MOU delineates the commitments made by District and US PREP. It provides an overview of US PREP's *Pipeline to Leadership Strategic Staffing* Initiative (Initiative) and outlines the terms of the MOU.

Objective

The Initiative aims to ensure students have access to effective, qualified teachers by helping districts develop a pipeline of well-prepared, certified teacher candidates from their own communities. It also expands the impact of effective teachers through leadership opportunities that support teacher development and improve retention. Over the course 2 years, US PREP will work with the District and school teams on the following goals:

- Recruit candidates from and advise teachers to high-quality teacher preparation programs
- Create hands-on, instructional work experiences and support systems for aspiring teachers in the district
- Redesign school staffing to expand the impact of effective teachers and promote teacher development
- Redesign campus schedules to expand the impact of effective teachers and maximize teacher development, instruction and planning time.
- Align compensation with the redesigned campus staffing and schedule responsibilities.

Scope & Sequence

The Initiative will occur in three phases: Pre-Design, Design, and Implementation & Scale. The following scope and sequence articulates the strategic milestones that will guide the project management of the Initiative.

Introductory Session: June 2026

The Initiative commences with pivotal introductory meetings where stakeholders converge to discuss goals & objectives. Following these meetings, an MOU is signed, formalizing the commitment.

Pre-Design: Fall 2026

In order to optimize educational outcomes, the Initiative begins with a thorough diagnostic analysis of the current staffing structure within the District. This involves an in-depth

examination of existing positions, roles, and responsibilities, undertaken through a combination of surveys, diagnostics, focus groups and interviews with key stakeholders. The Pre-Design phase aims to identify strengths, challenges, and opportunities for improvement. The milestones for Pre-Design are described below.

- **Identify a Scale Plan & Pilot Schools:** A focused effort is initiated to identify schools that would benefit from this initiative, schools for the initial pilot phase and scale phase.
- **District Diagnostics:** Comprehensive diagnostic assessments are conducted across the District. These assessments aim to identify existing strengths, challenges, and opportunities for improvement within the District.
- **Survey & Interviews/Focus Groups:** Engaging with key stakeholders, including District leaders, teachers and administrators, surveys and interviews and focus group sessions are conducted to gather quantitative and qualitative insights. The Pre-Design phase seeks to understand the unique needs, expectations, and aspirations of the District.
- **Analyze Diagnostics and Data:** The collected data from Pre-Design will be systematically analyzed. This analysis informs the development of a comprehensive understanding of the current state of teacher development and support, guiding data-based decision-making throughout the Design phase.
- **Design Year Planning:** District will review the data and insights gathered through the Pre-Design phase and plan for their District's Design phase. This includes reviewing design milestones, planning meetings and determining who will attend design sessions and meetings.

Design Phaser: Spring 2027-Fall 2027

The Design phase consists of three (3) full-day design sessions for pipeline and school design teams, fostering collaboration among key stakeholders. These sessions serve as dynamic forums for brainstorming, ideation, and co-creation, laying the foundation for subsequent milestones:

- District Pipeline Plan: This plan aims to optimize the pipeline of teacher candidates that are available to the District from high quality preparation programs.
- School Staffing Plan: These plans aim to optimize human resources, aligning teacher expertise with student needs while fostering a supportive and collaborative school culture.
- School Schedules: Design schedules that are aligned with curriculum needs, integrate school staffing plans, and are attentive to student needs.
- Job Descriptions: Detailed job descriptions for educators and support staff are crafted. These descriptions align with the envisioned pipeline and school plans, providing clarity on roles and responsibilities to ensure a cohesive and effective educational ecosystem.
- Selection Process for New Roles: Criteria and processes are established to ensure a fair and transparent selection.
- Support & Training: Support & Training plans are tailored to empower educators and support staff with the necessary skills and resources, ensuring a seamless transition to the new structures and roles.

- Communication: Effective communication strategies are devised to keep all stakeholders informed and engaged.
- Staff Launch Plan: This plan includes supporting the District with their orientation and introduction of new roles and structures, setting the stage for a successful implementation.

Implementation & Scale Phase: Fall 2027-Spring 2028

The Implementation & Scale Year commences with a pivotal kick-off meeting, gathering all stakeholders to officially launch the initiatives designed during the customized Design phase. This meeting sets the tone for the Implementation & Scale phase, outlining objectives, roles, and the measurement plan. The Implementation & Scale milestones include:

- Virtual Meetings: Virtual Meetings are scheduled to occur bi-weekly, serving as a crucial component in the overall framework of organizational planning and assessment. The primary objective of these virtual sessions is to foster collaboration, facilitate information exchange, and ensure continuous progress monitoring.
- Two Site Visits: Two strategically timed site visits are scheduled during the fall and winter months. These visits provide opportunities for key stakeholders, including administrators, educators, and support staff, to collect data and monitor the implementation of the new structures and strategies. The visits facilitate real-time feedback, adjustments, and collective learning.
- Sustainability & Scale Meetings: Sustainability meetings will focus on evaluating the effectiveness of the implemented changes. These sessions allow stakeholders to reflect on successes, identify challenges, and collaboratively strategize for the sustainability and scale of the new structures beyond the Implementation & Scale phase.

Project Stakeholders

- **Superintendent/Assistant Superintendent:** Providing strategic direction, project oversight, and decision-making to ensure the effective functioning of the entire educational system.
- **District Leadership Team:** Responsible for project oversight and decision-making.
- **Human Resources/Talent Department:** Responsible for designing & executing the District's pipeline plan, budget allocations, and improvements to recruitment and hiring processes.
- **Curriculum & Instruction/Academic Team:** Play a crucial role in strategic staffing by aligning human resources with the educational objectives and instructional needs of the school district, including the implementation of high-quality instructional materials.
- **School Leadership Team:** Responsible for assisting School Design Teams with designing & overseeing executing of school plans, budget allocations, and improvements to school staffing and schedules.

- **Principals and School Administrators:** Play a key role in the assessment of current staffing and the design and implementation of the new staffing plan and schedule within their schools.
- **Teachers and Support Staff:** Play a key role in the assessment of current staffing. Select teachers will give input and assist with the design and implementation of the new staffing plan and schedule within their schools.
- **Educator Preparation Partners (where applicable):** Play a critical role with supporting teacher recruitment, training, and development of pre-service teachers.
- **Union Representatives (where applicable):** Involved in discussions related to staffing changes and professional development.

Evaluation Plan

The evaluation plan will be co-developed with US PREP and the District and design teams to gauge the outcomes of strategic initiatives at meeting the objectives of the Initiative. By employing a variety of quantitative and qualitative metrics such as an annual staff satisfaction survey, descriptive data, and Teacher Incentive Allotment (TIA) data, the plan will aim to provide actionable insights for continuous improvement, ensuring that our efforts are responsive to the evolving needs of the schools.

Sustainable design is a hallmark of the Initiative, which requires districts and schools to redesign pipeline plans and school staffing and schedules using existing budgets. This Initiative is therefore a one-time investment to establish a structure that is designed to grow as schools continue to direct existing funds. This includes adding teacher leader positions to eventually reach full-scale, in which 100 percent of students are reached by an excellent teacher in core subjects.

District Commitments

1. By signing this MOU, **District** commits to engaging in the above technical assistance from US PREP to implement the Initiative, which incorporates the following goals:
 - Recruit candidates from and advise teachers to high-quality teacher preparation programs
 - Create hands-on, instructional work experiences and support systems for aspiring teachers in the district
 - Redesign school staffing to expand the impact of effective teachers and promote teacher development
 - Redesign campus schedules to expand the impact of effective teachers and maximize teacher development, instruction and planning time.
 - Align compensation with the redesigned campus staffing and schedule responsibilities.

2. **District** will select 2-4 schools to undertake design work in 2024-2026. If the initiative is successful, the District will consider expanding the work to additional cohorts of schools. US PREP will assist District in developing sustainable systems and structures for the scale of the Initiative.

4. **District** will identify District leadership team and design team members (as noted above). Design teams will attend the design sessions and make important decisions about the staffing, compensation plans, professional development and trainings.

5. **District** will assign a point person(s) from the District to serve as design lead(s). These individuals will have enough time and authority to oversee the work. The total estimated time required to participate in design sessions and progress check-in calls is approximately 45 hours per year. However, the District design leader will also engage in a variety of decision-making and communication activities between these designated touch points with US PREP.

6. **District** will give schools flexibility to reallocate funds within existing budgets to pay for their staffing plans, including the flexibility to reallocate funds from vacancies, position trades, and Title I. Additional flexibility will be provided to schools to create leadership roles and redesign job descriptions accordingly.

7. **District** leadership team will review, provide feedback on and approve the school staffing plans and schedules and the District's pipeline plan and monitor each school's implementation and redesign to facilitate continuous improvement, based on criteria mutually agreed with US PREP.

8. **District** will collaborate with US PREP to gather data needed to monitor and evaluate the Initiative's success. This will include administering the annual staff survey to all staff in participating schools; collecting descriptive data on teacher and student demographics; and enabling analysis of student growth data to determine impact on student learning.

Specifically, District will provide data including, but not limited to:

- Total number of teachers and students in participating schools;
- Number of teachers without a Texas certification;
- Number of TIA-designated teachers;
- Teacher retention rates;
- Percentage of students meeting or exceeding grade-level expectations on STAAR Math and Reading assessments; and
- Any other relevant indicators mutually agreed upon by the district and US PREP.

During a District design session focused on evaluation and accountability, US PREP's data team will work with District leaders to identify required data elements and establish any necessary data sharing agreements to support these analyses.

District Superintendent:

Name (print)	Date	Signature
---------------------	-------------	------------------

Texas Tech University

Kelle Smith		
Name (print)	Date	Signature

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to approve the Memorandum of Understanding between Canutillo ISD and TexasTech University Health Sciences Center at El Paso, Paul L. Foster School of Medicine, Department of Emergency Medicine.Tactical Medicine Division to provide instrucional support for emergency medical perparedness for school-based emergencies.

Justification Statement:

Provide a four-hour emergency preparedness and tactical medicine training program for designated CISD personnel, which may include CISD-PD officers, school nurses, teachers, administrators, coaches, campus security staff, and other school employees identified by CISD.

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Fernando Martinez

Signature of Requester(s)

Fernando Martinez/ Veronica Campbell

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

Provide a four-hour emergency preparedness and tactical medicine training program for designated CISD personnel, which may include CISD-PD officers, school nurses, teachers, administrators, coaches, campus security staff, and other school employees identified by CISD.

The training will consist of six (6) course modules from Understanding School Violence Response; Civilian Response to Active Threats;ImmeidateLivesaving Medical Care; Casulty Management Until Responders Arrive; Communication with Responders Arrive; Communication with Emergency Responders; and Scenario-Based Training.

This training will include CPR and Emergency Response Awareness.

This training will be at no cost and provided in accordance to federal, state and local regulations and policies.

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S): No Cost

ACCOUNT NO(S):

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

MOU

REQUESTING DEPARTMENT:

Police Department

CONSEQUENCES OF NON-APPROVAL:

CISD PD will not particpate in training that can be beneficial for District student safety.

IMPLEMENTATION TIMELINE:

Upon Board of Trustees approval

ATTACHMENT(S): ✓

Memorandum of Understanding



MEMORANDUM OF UNDERSTANDING

This agreement is made by and between Canutillo Independent School District hereinafter called "CISD" and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO, Paul L. Foster School of Medicine, Department of Emergency Medicine, Tactical Medicine Division, El Paso, Texas, hereinafter called "TTUHSC EP".

ARTICLE I RESPONSIBILITIES

A. Responsibilities of TTUHSC El Paso, Department of Emergency Medicine, Tactical Medicine Division

TTUHSC El Paso, through its Department of Emergency Medicine, Tactical Medicine Division, shall provide subject-matter expertise, instructional support, and technical guidance to assist Canutillo Independent School District's Police Department in improving emergency medical preparedness for school-based emergencies.

TTUHSC EP shall be responsible for the following:

1) **Training and Instruction**

Provide a four-hour emergency preparedness and tactical medicine training program for designated CISD personnel, which may include CISD-PD officers, school nurses, teachers, administrators, coaches, campus security staff, and other school employees identified by CISD.

a) **Course Module 1: Understanding School Violence Response**

Provide instruction on the general timeline and dynamics of school violence incidents, the importance of immediate lifesaving action before EMS arrival, and the priorities of school staff during emergency situations.

b) **Course Module 2: Civilian Response to Active Threats**

Provide training on recognizing active threats, initiating appropriate survival actions, applying escape and barricade principles, understanding lockdown procedures, and using classroom safety strategies during violent incidents.

c) **Course Module 3: Immediate Lifesaving Medical Care**

Provide hands-on instruction in immediate lifesaving interventions, including basic first aid, hemorrhage control, tourniquet application, wound packing, direct pressure, pressure dressings, airway positioning, and other basic measures intended to stabilize injured individuals until professional responders arrive.

d) **Course Module 4: Casualty Management Until Responders Arrive**

Provide instruction on casualty prioritization, safe casualty movement, basic triage principles, temporary treatment areas, and staff actions that may support injured individuals while awaiting law enforcement, fire, and EMS response.

e) **Course Module 5: Communication With Emergency Responders**

Provide instruction on effective communication with 911 dispatch, law enforcement, fire, EMS, and other responding agencies, including the type of information school personnel may need to provide during an emergency.

f) **Course Module 6: Scenario-Based Training**

Incorporate practical, hands-on skills stations and scenario-based exercises, when appropriate, to reinforce participant confidence and readiness in realistic school emergency settings, including classroom, hallway, evacuation, and casualty care scenarios.

- 2) **CPR and Emergency Response Awareness**
Include CPR awareness and emergency response coordination concepts as part of the overall training, as appropriate. CPR certification requirements, if any, shall be addressed separately unless otherwise agreed to in writing by the parties.
- 3) **Training Materials and Recommendations**
Provide CISD with training outlines, learning objectives, recommended emergency equipment lists, and general preparedness guidance related to school-based medical response.
- 4) **Training Equipment**
Use TTUHSC EP-owned training equipment and instructional materials during the training sessions, as appropriate. TTUHSC EP shall not be responsible for providing, donating, purchasing, or leaving behind emergency medical equipment or supplies for CISD to retain unless separately agreed to in writing.
- 5) **Future Training Support**
Assist CISD in planning future training opportunities for civilian administrative and teaching staff, including refresher training, expanded staff training, and additional preparedness activities as mutually agreed upon by the parties.
- 6) **Technical Consultation**
Provide reasonable consultation to CISD-PD and CISD leadership regarding emergency medical response planning, trauma response practices, and integration of school staff actions with EMS and law enforcement response.
- 7) **Limitations of Training and Medical Control**
TTUHSC EP's role under this MOU is limited to providing education, training, and general technical guidance. TTUHSC EP shall not provide ongoing medical control, medical direction, clinical supervision, or operational oversight for CISD staff unless separately agreed to in writing by the parties.
- 8) **Scope of Participant Actions**
Clarify that the training is intended to improve emergency preparedness and immediate lifesaving response and does not authorize school personnel to act outside the scope of their employment, licensure, certification, district policy, or applicable law.

B. Responsibilities of CISD-PD / Canutillo Independent School District

CISD-PD and Canutillo Independent School District shall coordinate with TTUHSC EP to identify training needs, support implementation of the training program, and integrate lessons learned into district emergency preparedness efforts.

CISD-PD/CISD shall be responsible for the following:

1. **Coordination and Scheduling**
Coordinate training dates, times, locations, participant groups, and campus access with TTUHSC EP.
2. **Participant Identification**
Identify appropriate CISD-PD personnel, school nurses, administrators, teachers, coaches, campus security staff, and other employees who should participate in the training.
3. **Facilities and Logistics**
Provide suitable training space, classroom access, audiovisual support, tables, chairs, parking, and any other reasonable logistical support needed for the training.
4. **Training Supplies and Consumables**
Provide or reimburse the cost of consumable supplies needed for the training, including any expendable medical training materials, practice supplies, printed materials, or other supplies mutually

identified by the parties in advance. TTUHSC EP may use its own training equipment during instruction, but CISD shall be responsible for acquiring and maintaining any emergency medical equipment or supplies intended for ongoing district or campus use.

5. **District Emergency Equipment Readiness**

Evaluate, acquire, maintain, and strategically place emergency medical equipment on campuses, including bleeding control kits, tourniquets, pressure dressings, wound packing materials, gloves, AEDs, and other supplies recommended through the training process.

6. **District Policy Alignment**

Ensure that all training and emergency response practices are aligned with CISD policies, campus emergency operations plans, district safety protocols, and applicable state and federal requirements.

7. **Staff Communication**

Communicate expectations to participating staff regarding attendance, participation, safety, and the intended purpose of the training.

8. **Integration With Campus Emergency Plans**

Use the training to strengthen campus-level emergency response procedures, including lockdown, evacuation, reunification, responder communication, casualty collection points, and emergency medical response roles.

9. **Student and Staff Safety Considerations**

Ensure that emergency plans and training implementation account for the needs of students and staff with disabilities, access and functional needs, medical needs, language access needs, and other special considerations.

10. **Records and Internal Tracking**

Maintain district records of training participation, equipment placement, drill participation, and corrective actions identified through training, drills, or after-action reviews.

11. **Operational Control**

Retain responsibility for district emergency operations, campus safety decisions, law enforcement response by CISD-PD, and implementation of CISD policies and procedures.

C. Mutual Responsibilities

The parties shall work collaboratively to improve emergency preparedness, strengthen coordination between school personnel and emergency responders, and enhance the ability of CISD staff to provide immediate lifesaving care to students, staff, and visitors during emergencies.

The parties mutually agree to the following:

1. **No-Cost Training Arrangement**

TTUHSC EP shall provide the training described in this MOU at no cost to CISD unless otherwise agreed to in writing. CISD shall be responsible for providing or reimbursing the cost of supplies, consumables, facilities, and district-owned emergency equipment needed to support the training or ongoing campus preparedness efforts.

2. **Training Consistency and Best Practices**

Use recognized emergency preparedness, trauma response, bleeding control, school safety, and interagency coordination practices where appropriate.

3. **Continuous Improvement**

Use participant feedback, drill outcomes, incident reviews, and updated best practices to improve future training, emergency plans, equipment placement, and interagency coordination.

4. **Confidentiality and Security-Sensitive Information**

Protect confidential, student-identifying, medical, law enforcement-sensitive, and security-sensitive information shared during planning and trainings.

5. **No Transfer of Command Authority**

Recognize that this MOU does not transfer command authority, law enforcement authority, medical control, employment supervision, or legal responsibility from one party to another. Each party remains responsible for its own personnel, policies, operations, and legal obligations.

6. **Separate Written Agreements for Expanded Services**

Any services beyond the education, training, and general technical guidance described in this MOU, including ongoing medical direction, medical control, clinical oversight, certification programs, recurring training obligations, or provision of retained equipment, shall require a separate written agreement signed by the parties.

**ARTICLE II
TERM AND TERMINATION**

The term of this contract is from June 1, 2026 to May 30, 2027. Either party may terminate this contract at any time with or without cause by giving the other party thirty (30) days written notice of termination. This agreement may be terminated immediately for nonpayment.

At the expiration of the original term of this agreement, this agreement shall continue in full force and effect on a year-to-year basis, unless thirty (30) days written notice of termination is given by either party to the contract.

**ARTICLE III
MALPRACTICE INSURANCE**

As an institution of higher education in the State of Texas, Texas Tech University Health Sciences Center at El Paso is self-insured under the TTUHSC EP School of Medicine Professional Medical Malpractice Self-insurance Plan.

**ARTICLE IV
INDEPENDENT CONTRACTOR STATUS**

Nothing in this agreement is intended nor shall be construed to create an employer/employee relationship between the contracting parties. The sole interest and responsibility of the parties is to ensure that the services covered by this agreement shall be performed and rendered in a competent, efficient, and satisfactory manner.

**ARTICLE V
SEVERABILITY**

If any term or provision of this agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement provided that any invalid provisions are not material to the overall purpose and operation of this agreement. The remaining provisions of this agreement shall remain in full force and shall in no way be affected, impaired, or invalidated.

**ARTICLE VI
ASSIGNMENT**

Neither party shall have the right to assign or transfer their rights to any third parties under this agreement.

**ARTICLE VII
VENUE**

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practices and Remedies Code and any amendments thereto.

**ARTICLE VII
AMENDMENT**

This agreement may be amended in writing to include any provisions that are agreed to by the contracting parties.

**ARTICLE IX
EXCLUSION**

CISD represents and warrants that neither it nor its Physicians or employees, are listed by a federal or state agency as debarred, excluded or otherwise ineligible for participation in federally funded programs, and will notify TTUHSC EP immediately of any allegations that would affect this status.

**ARTICLE X
COMPLIANCE**

TTUHSC EP and CISD acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records which are confidential and privileged by law. TTUHSC EP and CISD shall have or designate a Compliance Officer with whom compliance issues shall be coordinated.

IN WITNESS WHEREOF, the undersigned parties bind themselves to the faithful performance of this agreement.

TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER AT EL PASO

CANUTILLO INDEPENDENT SCHOOL
DISTRICT

Richard A. Lange, M.D., M.B.A.
President

Dr. Josue Borrego
Superintendent

Date _____

Date _____

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding between Texas Tech University Health Science Center at El Paso and Canutillo ISD.

Justification Statement: This Memorandum of Understanding provides telehealth psychiatric services to students needing mental health care. Canutillo ISD students will have access to school-based crisis prevention, intervention and stabilization.

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

Staff Responsible: Dr. Monica Reyes, Executive Director Student Support Services

Signature of Requester(s)

Monica Reyes

Signature of Presenter(s)

6/12/2026

Business Services Approval (Initials)

Date

Agenda Summary:

Student Support Services requests that the Board of Trustees approve and sign the proposed MOU partnering with Texas Tech University. The MOU provides adolescent behavioral health services via Telehealth to give short-term mental health services as appropriate within the educational setting before referring to outside agencies for long term treatments plans.

RECOMMENDATION: Approval of MOU for Child and Adolescent Behavioral health Services through Telehealth

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

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: Agreement/Understanding

REQUESTING DEPARTMENT: Student Support Services Department

CONSEQUENCES OF NON-APPROVAL: Students within Canutillo ISD will be required to seek outside mental health services that may require long periods of time to schedule and to be treated. Students will not be receiving free mental health services at the campus site.

IMPLEMENTATION TIMELINE: July 1, 2026 to June 30, 2031

ATTACHMENT(S): MOU for Children and Adolescent Behavioral Health Services through Telehealth, Exhibits A and B

CANUTILLO | A Premier District





CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING

Contract Routing and Approval Form

Table with 4 columns and 3 rows for purchasing office use only, including fields for Contract Request Received, Routed for Internal Approval, Routed for Vendor Approval, Assigned Contract No, Contract Fully Executed, and Notification To Proceed.

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance and determine procurement method(s). 3. Be advised that some agreements may require Legal Counsels review 4. Following final review, purchasing will route for additional signature(s), either district personnel and/or supplier. to ensure receipt of fully executed documents. 5. Purchasing will notify requestor when process has been completed.

NO SERVICES SHALL COMMENCE WITHOUT AN EXECUTED AGREEMENT AND AN APPROVED PURCHASE ORDER

IT IS THE REQUESTORS RESPONSIBILITY TO SUBMIT ALL DOCUMENTS PERTAINING TO THE SERVICE REQUESTED WITH AMPLE TIME TO ALLOW FOR FULL PROCESS. MUST INCLUDE Vendor agreement, vendor quote, vendor terms, any other docs related to the service, etc. This Contract Routing and Approval form is required to ensure we have the information needed to route documents for the necessary signatures.

THIS FORM MUST BE COMPLETED BY THE REQUESTING CAMPUS/DEPARTMENT

Must check off Contract Type: [] Professional Service [] Contracted Services [] Vendor Agreement [] Term Contract [] Interlocal [] Lease Agreement [x] MOU [] MOA [] Construction [] Other

Campus/Department: Student Support Services
Campus/Department Contact person: Dr. Monica Reyes, Executive Director
Contact Number: 915-877-7650 Requestors email: mreyes@canutillo-isd.org
Contract Title: Memorandum of Understanding to provide Child and Adolescent Behavioral Health Service via Telehealth
Contract Description: The Mou provides adolescent behavioral health services via Telehealth

VENDOR INFORMATION - MUST PROVIDE ALL INFORMATION LISTED BELOW: Required to obtain all necessary signatures.

Vendor/Company Name: Texas Child Health Access Through Telemedicine (TCHAT)
Vendor Full Address: 130 Rick Francis St. El Paso, Texas 79905
Name of Representative: Ramon (Ray) Gutierrez Jr. representatives' email: ramgutie@ttuhsc.edu
Rep. Office Phone: 915-215-4021 Rep Mobile Number: 915-217-4027
Vendor's Authorized Signer: Richard A. Lange Signer's email: TCHAT.ELP@TTUHSC.EDU

Contract Amount: N/A Funding Source: N/A
Account No(s): N/A
Anticipated Start Date: July 1, 2026 End Date: June 30, 2031
Is this a New Agreement? [] Yes [x] No
Is this Agreement a renewal? [x] Yes [] No If yes; specify the reason for renewal, what is it replacing? Current MOU is expiring.

Agreement Term: 5 years, 2026-2031 Does agreement term include renewal options? [x] Yes [] No
If yes, specify renewal options: It shall be automatically renewed on a year to year basis.

Does agreement require Insurance coverage? [] Yes [x] No If yes, route agreement to Human Resources department for review, and to provide the necessary insurance requirements.

Human Resources staff review: _____ Date: _____

By signing this approval request form, I, the budget authority confirm that the agreement attached has been reviewed and all necessary documents pertaining to this agreement are being submitted.

Budget Authority Signature: [Signature] Date: 6/12/2026

[] Attachments: Must submit vendor agreement and all pertaining documents, quotes, etc., with this routing form.

Purchasing review: _____

MEMORANDUM OF UNDERSTANDING TO PROVIDE CHILD AND ADOLESCENT
BEHAVIORAL HEALTH SERVICES VIA TELEHEALTH

This Memorandum of Understanding (MOU) to provide pediatric and adolescent behavioral health services via telehealth is made and entered into by and between Department of Psychiatry, Texas Tech University Health Sciences Center at El Paso (TTUHSC El Paso), located at 130 Rick Francis St., El Paso TX 79905, MSC 41027, and, Canutillo Independent School District, located at 7965 Artcraft Rd. PO Box 100 Canutillo, Texas 79835 (Canutillo ISD) for the provision and administration of telemedicine services associated with the Texas Child Health Access Through Telemedicine (TCHATT) component of the Texas Children's Mental Health Care Consortium (TCMHCC).

WITNESSETH

WHEREAS, TTUHSC El Paso is a Health-Related Institution (HRI) member of the TCMHCC and has been funded by Senate Bill 11 to provide access to limited behavioral health services via telehealth into the schools;

WHEREAS, the component of the TCMHCC in the Department of Psychiatry at TTUHSC EL PASO for delivering school-based behavioral health services via telehealth is named TCHATT;

WHEREAS, the TCHATT initiative is designed to provide short-term (approximately up to two months) school-based access to a limited number (2-4) of visits with a mental health professional for high-risk children and adolescents;

WHEREAS, the role of the TCHATT project is the initial intervention and assessment of these students and referral, if necessary;

WHEREAS, Canutillo ISD desires to participate in carrying out the objectives associated with the TCHATT;

WHEREAS, TTUHSC El Paso maintains a Department of Psychiatry (Department) capable of managing the delivery of services required by Site, and experience in telemedicine encounters for such services;

AND WHEREAS, Canutillo ISD desires to engage the services of TTUHSC El Paso; and TTUHSC El Paso desires to provide such services to Canutillo ISD;

NOW THEREFORE, TTUHSC El Paso and Canutillo ISD mutually agree as follows:

Article 1 - Purpose

Canutillo ISD is ready, willing and able to undertake the efforts described herein associated with the TCHAT Project as described in "Exhibit A," which is attached hereto and incorporated by reference herein.

Article 2 - Description of Work

Canutillo ISD will cooperate and will exert its best efforts to carry out the specific objectives set out in the Statement of Work, which is attached hereto as Exhibit B and incorporated by reference herein, during the Period of Performance set forth below.

Article 3 - Period of Performance

- A. This MOU will begin on July 1, 2026 (Effective Date) and will continue in full force and effect through June 30, 2031.
- B. If notice of termination has not been given by either Party at the time of expiration of the current term of this MOU, this MOU shall be automatically renewed on a year to year basis.

Article 4 - Compensation

Both Parties expressly acknowledge that nothing in this MOU will be construed as establishing an obligation of payment to either Party by the other Party. Payment to TTUHSC El Paso under the Participating Institution Agreement (PIA) will not be allowed and or required based on the stipulation, funding to provide service is provided by the Texas State Legislature through the TCMHCC.

Article 5 - TTUHSC EL PASO Project Director

TTUHSC El Paso Medical Director identified in Article 14 will be responsible for the general guidance and technical direction of all work under this MOU.

Article 6 - Canutillo ISD Key Personnel

The key personnel cited below are considered to be essential to the work being performed hereunder. In the event that the identified Key Personnel leaves Canutillo ISD's employ or becomes unable or unwilling to continue the project, Canutillo ISD will notify TTUHSC El Paso in writing reasonably in advance and may propose an individual to replace such Key Personnel. Any replacement of a Key Personnel must be approved in writing by TTUHSC El Paso. In the event a mutually acceptable replacement is not available, TTUHSC El Paso will have the option to immediately terminate this MOU upon written notice to Canutillo ISD. The thirty calendar day prior notice required under Article 12 of this MOU is not required for termination by TTUHSC El Paso under this Article.

Key Personnel: Name: Dr. Monica Reyes
Address: 7965 Artcraft P.O Box 100 Canutillo, TX
79835
(Ph): 915-877-7650
Email: mreyes@canutillo-isd.org

Alternate Key Personnel: Name: Jocelyn Cepeda
Address: 7965 Artcraft P.O Box 100 Canutillo, TX
79835
(Ph): 915-877-7650
Email: jcepeda@canutillo-isd.org

Article 7 - Assurances

Canutillo ISD agrees to obtain the appropriate consent(s) to share information it obtains during the course of performance of the work with the TTUHSC EL PASO staff, as well as maintain the confidentiality of such information, including, but not limited to, personal information subject to Federal Educational Rights and Privacy Act (FERPA) regulations and/or or protected health information subject to Health Insurance Portability and Accountability (HIPAA) regulations. Copies of all consents will be provided to TTUHSC EL PASO prior to performance of work.

Article 8 - Reports & Records Inspection

Canutillo ISD agrees to furnish in a timely manner and appropriate format, such progress reports, schedules, and other information required for the TCHAT Project to Department of Psychiatry TTUHSC El Paso for its reporting requirements to the TCMHCC. Reports will be sent to the Department of Psychiatry TTUHSC El Paso TCHAT Project Medical Director at the address shown in Article 14. Furthermore, Canutillo ISD agrees to retain all progress reports, statistical records, and all other records pertinent to this MOU until the child is 21 years of age or 10 years past the last date of service, whichever is longer (page 80 SLR 105).

Article 9 – Party Responsibilities

- A. Department of Psychiatry TTUHSC El Paso will conduct the following tasks:
1. Work with Canutillo ISD to ensure Canutillo ISD has the staffing and technical resources necessary to serve as a TCHAT campus site.
 2. Develop the staffing and technical infrastructure needed to offer TCHAT services at Canutillo ISD.
 3. Provide training to Canutillo ISD, as required.
 4. Ensure on-going community and Canutillo ISD awareness of services available through TCHAT.
 5. Monitor and facilitate Compliance with HIPAA requirements.
 6. Document the approval used to rollout the initiative, and any lesson learned.

- B. Department of Psychiatry, TTUHSC El Paso will provide mental health professionals to provide psychiatric evaluation, short term therapy, and referrals for continuing care, as appropriate, education to school staff on mental health topics, and assistance with writing, implementing and changing policies for the TCHAAT Program. For each student referred to TCHATT, a treatment plan will be generated and forwarded (with written parental permission) to the medical and mental health care professionals who will provide ongoing care for the student.

- C. Canutillo ISD will identify students for this program, obtain initial written parental consent, facilitate completion of screening instruments (questionnaires about symptoms), coordinate appointments in conjunction with Department of Psychiatry TTUHSC El Paso, develop appropriate policies for the program, take students' vital signs on the day of the appointment if student is being prescribed medication through this program, provide the following information about each student referred to the program:
 - 1. IEP/ARD or 504 paperwork
 - 2. Psychiatric history form completed by parents
 - 3. Grades
 - 4. Disciplinary history
 - 5. Attendance record

Article 10 - Amendment and Modification

This MOU, or any portion hereof, may be amended or modified in writing at any time as mutually agreed upon by the Parties, or as required by Texas Child Mental Health Care Consortium.

Article 11 - Independent Relationship

Nothing in this MOU is intended nor will be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this MOU will be performed and rendered in a competent, efficient, and satisfactory manner.

Article 12- Termination of MOU

- A. Either TTUHSC El Paso or Canutillo ISD may terminate this MOU, with or without cause, upon thirty calendar days written notification to the other Party. Notice of termination will be given by prepaid certified or registered mail and will be deemed to be given on the date so delivered.

- B. Neither Party hereto shall be liable for delays to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, wars, riots, flood, fire, sabotage, or any other circumstances of like character. In the event of such delay, the period of service hereunder shall be extended for a period equal

to the time lost by reasons of delay, and services omitted (or portions thereof) shall be performed during such extension.

C. TTUHSC El Paso may terminate this MOU, with or without cause, immediately with written notice in the event the TCMHCC terminates the funding under Rule § 3.2519 of the Texas Administrative Code.

Article 13 - Governing Law and Venue

This MOU will be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in El Paso, Texas.

Article 14 - Communications

Communications between the Parties will be sent via prepaid certified mail or registered mail to the following and will be deemed to be given on the date so delivered unless otherwise provided herein:

TTUHSC El Paso

Department of Psychiatry, TCHATT
Project

Medical Director Name:
Dr. Sarah Martin

Address:
130 Rick Francis St.
El Paso, Texas 79905
MSC 41027

E-mail: TCHATT.ELP@TTUHSC.EDU
Phone: 915-215-4021
Fax : 915-215-5869

Administrative:

Name: April Corral
Address: same as above
E-mail: TCHATT.EP@TTUHSC.EDU
Phone: 915-215-4021
Fax : 915-215-5869

Canutillo ISD

Programmatic Name :
Dr. Monica Reyes

Address:
7965 Artcraft P.O Box 100
El Paso, TX 79835

E-mail : mreyes@canutillo-isd.org
Phone: 915-877-7650
Fax : 915-877-7665

Administrative:

Name: same as above
Address: same as above
E-mail:
Phone:
Fax :

Article 15 - Compliance

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law.

Article 16 - Indemnity

As consideration for Canutillo ISD’s participation in the TCHATT Project, Canutillo ISD agrees to indemnify and hold harmless the Texas Tech University System, its Board of Regents, TTUHSC El Paso, its officers, agents and employees (collectively Indemnities) from any and all claims, actions, demands or suits of any kind or character either by common law or statute, whether now recognized or not, including any and all liability caused in whole or in part by the negligence, gross negligence, strict liability or other legal fault of the Canutillo ISD including, but not limited to, any costs expenses or penalties.

Article 17 - Warranty of Authority

The person(s) executing this MOU on behalf of the Parties, or representing themselves as executing this MOU on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this MOU on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions. IN WITNESS WHEREOF, the undersigned contracting Parties bind themselves to the faithful performance of this MOU.

TTUHSC EL PASO

Canutillo ISD

Signature _____

Signature _____

Richard A. Lange, M.D., M.B.A.
Name _____

Josue Borrego, Ed.D
Name _____

President
Title _____

Superintendent
Title _____

Date

Date

EXHIBIT A: DESCRIPTION OF TCHATT PROJECT

Vision Statement –

Every child receiving public education in the State of Texas has access to school-based crisis prevention, intervention, and stabilization.

Definition of TCHATT –

- The TCHATT initiative is designed to provide short-term (approximately up to two month) school-based access to a limited number (2-4) of visits with a mental health professional for high-risk children and adolescents.

The role of TCHATT is the initial intervention and assessment of these students and referral, if necessary. TCHATT funds may not be used for ongoing management of the student's mental health needs.

Key Components of a Successful TCHATT Program –

•**Telemedicine or telehealth** – Programs should leverage the use of technology to ensure prompt access to a mental health professional. Technology should be located at both the originating site in the school and at the location of the mental health professional. Doxy.Me, a telehealth platform, will be the software used, thus Information Technology staff from both the site and TTUHSC EL PASO will work together to ensure the software is compatible with each site.

•**Identify mental health needs** – Schools should be trained/educated on how to identify children who may have need for TCHATT services. This initial identification may be done by a variety of school personnel, including teachers, counselors, nurses, or school administrators. The goal is to quickly identify a child who is experiencing a mental health challenge.

•**Assess mental health needs** – Programs must use a mental health professional (LPC, CAP, etc.) to provide an appropriate assessment of the mental health needs of the child who is identified and referred by school personnel.

•**Provide access to mental health services** – Utilizing technology, a program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation and up to 4 total visits with a behavioral health professional with primary goals of assessment and stabilization. The duration of these services should not exceed two months. If ongoing care is needed, the child will be referred to a separately funded resource (e.g, public or private insurance, indigent-funded services) for longer term care.

- **Prioritize needs of at-risk children and adolescents** – Programs should have a triage system for prompt review of school referral and appropriate triage of

symptom severity. High risk signifies those at risk for illegal behavior. Some indications of future illegal behavior are:

- Legal problems
- Alternative school placements
- Suspensions
- Absenteeism especially if at risk of not graduating
- Psychiatric problems contributing to behavior problems

Policies and Procedures

Both parties agree to follow the policies and procedures and administrative directives or other documents as collaboratively developed by parties, and as required by each party under their respective oversight bodies.

Parental Consent

Written Parental consent must be obtained prior to TTUHSC EL PASO receiving any protected information from a student. Copies of consents will be provided to TTUHSC EL PASO prior to provision of any mental health services.

EXHIBIT B – STATEMENT OF WORK

TTUHSC EL PASO will provide mental health professionals to provide psychiatric evaluation, short term therapy, and referrals for continuing care, as appropriate, education to school staff on mental health topics, and assistance with writing, implementing and changing policies for the TCHAAT Program. For each student referred to TCHATT, a treatment plan will be generated and forwarded (with parental permission) to the medical and mental health care professionals who will provide ongoing care for the student.

Canutillo ISD will identify students for this program, obtain initial written parental consent, facilitate completion of screening instruments (questionnaires about symptoms), coordinate appointments in conjunction with TTUHSC EL PASO, develop appropriate policies for the program, take students' vital signs on the day of the appointment if student is being prescribed medication through this program, provide the following information about each student referred to the program:

1. IEP/ARD or 504 paperwork
2. Psychiatric history form completed by parents
3. Grades
4. Disciplinary history
5. Attendance record

Board of Trustees

Meeting Date: **May 2026**

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:
Discussion and Recommendation to approve TASB Localized Policy Update 127

Justification Statement:

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

Staff Responsible: Martha Carrasco, Chief Human Resources Officer

Signature of Requester(s)

Martha Carrasco, Chief Human Resources Officer

Signature of Presenter(s)

Business Services Approval (Initials)

Date **May 2026**

Agenda Summary: [Policy Update 127/Local Policies affected:](#)

[BJCF, CAA, CFB, DC, DH,DP, DPA, DPB, EHBB, FFF](#)

RECOMMENDATION: [That TASB Policy Update 127 be approved](#)

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT [N/A](#)

NO(S): [N/A](#)

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

REQUESTING DEPARTMENT:
[Human Resources](#)

CONSEQUENCES OF NON-APPROVAL:

[Online Policy will not be current](#)

IMPLEMENTATION TIMELINE:
[On Approval Date](#)

ATTACHMENT(S): [Policy Comparison Packet, Explanatory Notes.](#)





(LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes **moved text**.
- Revision bars appear in the right margin to show sections with changes.

Note: While the annotation software competently identifies simple changes, large or complicated changes — as in an extensive rewrite — may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes make formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email policy.service@tasb.org.

Community Colleges, call 800-580-1488 or email colleges@tasb.org.

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, [with or without reasonable accommodation](#).
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Behavior that presents a danger of physical harm to a student or other individuals.
19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
21. Falsification of records or other documents related to the District's activities.
22. Falsification or omission of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. The development of any romantic and/or sexual relationship with any subordinate employee within the District, even if consensual.
27. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.

28. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]
29. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.

~~28-30.~~ Any reason constituting good cause for terminating the contract during its term.

**Notice of Proposed
Nonrenewal**

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

Hearing Procedure

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.

4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

No Hearing

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

Note: See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
 - for Board members — BBF
 - for employees — ~~DH~~DHA
 - Financial conflicts of interest:
 - for public officials — BBFA
 - for all employees — DBD
 - for vendors — CHE
 - Compliance with state and federal grant and award requirements: CB, CBB
 - Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
 - Systems for monitoring the District's investment program: CDA
 - Budget planning and evaluation: CE
 - Compliance with accounting regulations: CFC
 - Activity fund management: CFD
 - Criminal history record information for employees: DBAA, DC
 - Disciplinary action for fraud by employees: DCD, DCE, and DF series
-

Fraud and Financial Impropriety

The District prohibits fraud and financial impropriety, as defined below, in the actions of its Trustees, employees, vendors, contractors, agents, consultants, volunteers, and others seeking or maintaining a business relationship with the District.

Definition

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, except as otherwise permitted by law or District policy. [See CB, DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state, or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Financial Controls and Oversight

Each employee who supervises or prepares District financial reports or transactions shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

Fraud Prevention

The Superintendent shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with

law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Protection from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]

Fraud Investigations

In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent, Board President, or a designee shall promptly investigate reports of potential fraud or financial impropriety.

Response

If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.

If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor.

When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards Disclosure

In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]

Analysis of Fraud

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

Personnel Duties The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

Posting Vacancies The Superintendent shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

Selection and Employment The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel. Furthermore, and subject to the authority retained by the Board, the Board grants the Superintendent the authority to hire, reorganize, or create positions within the budget approved by the Board.

Contractual Personnel The Board delegates to the Superintendent final authority to employ directors, assistant principals, teachers, librarians, nurses, and school counselors.

The Board retains final authority for selection and employment of the following positions (equivalent):

- Deputy Superintendent;
- Associate superintendent;
- Chief human resources officer;
- Executive directors;
- Principals; and
- Personnel on contracts that are not governed by provisions of Education Code Chapter 21.

In order to allow the Board to make an informed decision on the Superintendent's recommendation, each recommendation submitted by the Superintendent to the Board for employment of a person to the positions aforementioned shall include a copy of the person's resume, application, recommendations from previous employers, college transcript, and work history.

EMPLOYMENT PRACTICES

DC
(LOCAL)

[See (LEGAL) policies at DCA, DCB, DCC, and DCE, as appropriate]

Noncontractual
Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis. [See DCD]

Temporary
Employees

The Board delegates to the Superintendent the authority to employ on a temporary basis, interim principals, interim assistant principals, and other interim certified contractual personnel when the person is being recommended to the Board for permanent employment and there is a current vacancy. The temporary employee shall be advised that such temporary employment is no guarantee of permanent employment.

**Drug and Alcohol
Screening**

Any offer of employment for positions that require the operation of a District vehicle or safety-sensitive equipment shall be conditioned on the applicant passing a District's alcohol and controlled substances test. The Superintendent shall develop testing procedures to conduct these pre-employment drug and alcohol screenings.

**Employment
Assistance
Prohibited**

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and ~~DH(EXHIBIT)~~DHA(LEGAL) for the Educators' Code of Ethics]

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See ~~DH~~(~~EXHIBIT~~DHA(~~LEGAL~~)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD, DCE, and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a handgun license in accordance with state law stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see ~~DH(EXHIBITDHA(LEGAL))~~], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use	All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.
Reporting Improper Communication	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Prohibited Classroom Instruction or Activities An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].

Prohibited Diversity, Equity, and Inclusion Duties An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly:

- Engages in diversity, equity, and inclusion (DEI) duties.
- Assigns to another individual DEI duties.

[See BT(LEGAL)]

Social Transitioning An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.

Safety Requirements Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual.

As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct.

[See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

**Tobacco and
Nicotine Products
and E-Cigarettes**

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

**Alcohol and Drugs /
Notice of Drug-Free
Workplace**

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

PERSONNEL POSITIONS

DP
(LOCAL)

**Principal
Qualifications**

In addition to the minimal certification requirement, a principal shall have at least:

- 1.—Working knowledge of curriculum and instruction;
- 2.—The ability to evaluate instructional program and teaching effectiveness;
- 3.—The ability to manage budgets and personnel and to coordinate campus functions;
- 4.—The ability to explain policy, procedures, and data;
- 5.—Strong communications, public relations, and interpersonal skills;
- 6.—Prior experience in instructional leadership roles; and
- 7.—Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision.

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and
Identification
Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification
Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

*Selection Matrix
or Threshold
System*

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement
Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation

shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing for and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

Community Awareness

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's **alleged:**

1. **Alleged** abuse or commission of an otherwise unlawful act with a student ~~or involvement in~~;
2. **Involvement in or soliciting** a romantic relationship, or soliciting or engaging in sexual contact, **with a student**;
3. **Engaging in inappropriate communications with a student**; or
- ~~4.~~ **Failing to maintain appropriate boundaries** with a student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

Explanatory Notes

TASB Localized Policy Manual Update 127

Canutillo ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

All changes to the legal framework provided in this update are currently effective unless otherwise indicated in the explanatory note for that code.

AIA(LLEGAL)

ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Revisions throughout the A-F Performance Ratings section of this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature.

AIB(LLEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

Citations have been updated in accordance with redesignated Administrative Code rules.

AIC(LLEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. This legislation repealed some provisions and amended others.

BAA(LLEGAL)

BOARD LEGAL STATUS: POWERS AND DUTIES

An obsolete cross-reference has been deleted at Discretionary Powers and Duties.

BJA(LLEGAL)

SUPERINTENDENT: QUALIFICATIONS AND DUTIES

A cross-reference has been updated due to recoding material in the DP series of policies.

BJCF(LOCAL)

SUPERINTENDENT: NONRENEWAL

Recommended revisions to this local policy on nonrenewal of a superintendent align with language at DFBB(LOCAL) relating to accommodations of disability and the addition of two nonrenewal reasons included in Update 126 that were related to Senate Bill 12 from the 89th Legislature.

CAA(LOCAL)

FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS

A cross-reference in the Note has been updated to reflect changes to the DH series of policies, which are described in more detail below.

CBB(LLEGAL)

STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The Federal Acquisition Regulation has increased the micro-purchase threshold limit to \$15,000 and increased the simplified acquisition threshold to \$350,000. The language under Procurement Methods has been adjusted accordingly.

CE(LLEGAL)

ANNUAL OPERATING BUDGET

Revisions at Authorized Expenditures are due to House Bill 8 from the Second Special Session of the 89th Legislature. Section 3.006 of the bill amends Education Code 45.105(c-1).

CFB(LOCAL)

ACCOUNTING: INVENTORIES

As of July 1, 2025, [TEA](#) increased the capitalization threshold to \$10,000 to align with changes to the federal definition of equipment. The [Financial Accountability System Resource Guide](#) (FASRG) is in the process of being updated to reflect this change to rule 1.2.4.3 Capitalization of Assets.

Our records indicate that the district's capitalization threshold in CFB(LOCAL) is less than \$10,000. Districts may continue to use the lower threshold; however, if, after consultation with your auditor and other

Explanatory Notes

TASB Localized Policy Manual Update 127

Canutillo ISD

advisors, your district wishes to increase the threshold, please contact your policy consultant for assistance with updates.

CHE(LEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

Citations in the Required Contract Provisions section relating to Energy Companies have been updated after redesignation of the material by House Bill 4595 and to correct a typographical error.

CKEA(LEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

Substantive revisions are due to rule changes. For readability, additional margin notes have been included. A note has been added under the Required Policies section to point the reader to TCOLE model policies and forms available on the TCOLE website.

CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

The citation has been corrected at Fit for Duty Review.

CMD(LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

19 Administrative Code 67.1001(e) has been amended. On page 4, the list at Permitted Expenditures adds items to implement Senate Bill 13 from the 89th Texas Legislature by updating the allowable expenditures from a district's instructional materials and technology allotment.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

Language has been added from the Texas Administrative Code. The amended provisions regarding safety standards changed requirements that were once placed on manufacturers of school buses to now be requirements for school districts. The citation to the Transportation Code has been removed, as it is not necessary.

COA(LEGAL) FOOD AND NUTRITION MANAGEMENT: PROCUREMENT

A citation has been corrected at Procurement Training.

CPC(LEGAL) OFFICE MANAGEMENT: RECORDS MANAGEMENT

13 Administrative Code 7.125 has been repealed, and separate rules for each retention schedule have been adopted. Citations relating to the TSLAC Retention Schedules have been updated accordingly.

CQA(LEGAL) TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The Required Website Postings section has been revised to reflect new statutory and rule requirements for postings, and the format has been modified to provide a clear citation to each requirement. The Note preceding the list has been revised to provide information regarding why the requirements are posted in the order that has been chosen by TASB.

D(LEGAL) PERSONNEL

Restructuring of codes in the DH section and the DP section necessitates an update to the D section table of contents.

Explanatory Notes

TASB Localized Policy Manual Update 127

Canutillo ISD

DC(LEGAL) EMPLOYMENT PRACTICES

A cross-reference in the Employment Policies section has been updated to reflect changes to the DP series of policies.

DC(LOCAL) EMPLOYMENT PRACTICES

The cross-reference at Employment Assistance Prohibited has been updated to reflect changes to the DH series of policies.

DEAA(LEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

House Bill 2, Article 2.20(b) from the 89th Legislature repealed Education Code 48.114 effective September 1, 2026. TASB has opted to include this repeal with Update 127, as it will be the Update closest in time to the effective date.

DF(LEGAL) TERMINATION OF EMPLOYMENT

The cross-reference at Report to Superintendent has been updated to reflect changes to the DP series of policies. We have also updated the cross-reference at Prohibited Classroom Instruction to reflect policy EMB.

DFBA(LEGAL) TERM CONTRACTS: SUSPENSION/TERMINATION DURING CONTRACT

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

DFE(LEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

The cross-reference at Report by Principal has been updated to reflect changes to the DP series of policies.

DH(LEGAL) EMPLOYEE STANDARDS OF CONDUCT

Because DHA(LEGAL) has been created to focus on educator ethics, the section by that name has been deleted from this code. In addition, the Duty to Report section of this legal framework has been bolstered with additional text around the duty to report child abuse or neglect.

DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT

The two cross-references to DH(EXHIBIT) have been revised to reflect changes to the DH series of policies, which are described in more detail below.

DH(EXHIBIT) EMPLOYEE STANDARDS OF CONDUCT

This exhibit is being deleted from the manual, and the Educators' Code of Ethics is being recoded to DHA(LEGAL).

DHA(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: EDUCATOR CODE OF ETHICS

This new legal framework has been created to house information relating to the Educators' Code of Ethics. This material has been recoded to clarify that elements 3.8 and 3.9 of the Code of Ethics now form the basis of the reporting requirements for educator misconduct that changed during the 89th Legislature. Prior to Update 127, the Educators' Code of Ethics was housed as an exhibit to the manual at DH(EXHIBIT). Because the definitions relating to inappropriate communication and boundaries are from the Code of Ethics, they are now in this new legal framework.

Explanatory Notes

TASB Localized Policy Manual Update 127

Canutillo ISD

DHB(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO STATE BOARD FOR EDUCATOR CERTIFICATION

The cross-reference at Deadline to Report After Termination or Resignation has been updated to reflect changes to the DP series of policies.

DHC(LEGAL) EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

The cross-reference at Deadline to Report has been updated to reflect changes to the DP series of policies. A citation has been corrected in the Contents of Report section.

DK(LEGAL) ASSIGNMENT AND SCHEDULES

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

DNA(LEGAL) PERFORMANCE APPRAISAL: EVALUATION OF TEACHERS

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

DP(LEGAL) PERSONNEL POSITIONS

Material at DP(LEGAL) is being recoded to DPA, regarding principals, and DPB, regarding other personnel positions, as the requirements specific to principals have expanded sufficiently to warrant a separate legal framework.

DP(LOCAL) PERSONNEL POSITIONS

To accommodate the restructuring of the DP series due to the requirements specific to principals, this local policy is recommended for deletion. Materials regarding principal qualifications have been moved to a new code at DPA(LOCAL), and the language relating to school counselors has been moved to DPB(LOCAL).

DPA(LEGAL) PERSONNEL POSITIONS: PRINCIPALS

Information relating to principals previously found at DP has been relocated to this new code. In addition, a note relating to the requirement to report child abuse or neglect has been added so all reporting requirements for principals are housed in one location for clarity.

DPA(LOCAL) PERSONNEL POSITIONS: PRINCIPALS

This new code specifically related to principals now houses principal qualification language that was previously at DP(LOCAL). Minor revisions have been made to the text at Qualifications to align with the model job description provided by TASB HR Services. Any posting for a principal position would, at minimum, include the items provided in this list. Other qualifications may be included as provided by the last item in the list.

DPB(LEGAL) PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

All information previously at DP(LEGAL) that is not related to principals (now at DPA) and substitutes (now at DPC) has been moved to this legal framework. The School Psychological Services section has been amended to reflect changes in 22 Administrative Code 465.38(b)-(c).

Explanatory Notes

TASB Localized Policy Manual Update 127

Canutillo ISD

DPB(LOCAL)

PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

This new policy now houses text relating to school counselors that was previously at DP(LOCAL).

DPC(LEGAL)

PERSONNEL POSITIONS: SUBSTITUTE, TEMPORARY, AND PART-TIME POSITIONS

This new legal framework now houses information formerly in DPB(LEGAL) relating to substitute positions.

EB(LEGAL)

SCHOOL YEAR

The note at the top of this legal framework has been updated to remove the hyperlink to the district's innovation plan. The hyperlink to the district's innovation plan is located in AF(LOCAL), and a cross-reference to that code has been included.

EFA(LEGAL)

INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

Substantive revisions are due to amendments to 19 Administrative Code 67.1501 and 67.1502 regarding TEA standards for review of instructional materials. Additional revisions have been made for organization and to margin notes to improve clarity and readability.

EHAC(LEGAL)

BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)

Changes to this policy regarding course offerings in grades 9-12 were needed after amendments to 19 Administrative Code 74.3. Citations have also been updated to conform with the new amendments.

EHBB(LEGAL)

SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Revisions to this legal framework are due to amendments to 19 Administrative Code 89.1.

EHBB(LOCAL)

SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Recommended changes at Identification Criteria are the result of amendments to 19 Administrative Code 89.1.

EHBCA(LEGAL)

COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

Revisions to this legal framework are due to House Bill 8 from the Second Special Session of the 89th Legislature. Please note that the English II end-of-course (EOC) assessment is still a requirement for the 2026 and 2027 graduating classes.

EHDD(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

The FAST Program section has been revised due to amendments to 19 Administrative Code 13.503(a)-(b). Deletions throughout are due to repealed provisions from the Administrative Code.

EKB(LEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

Revisions throughout this legal framework are due to changes from House Bill 8 from the Second Special Session of the 89th Legislature.

Explanatory Notes

TASB Localized Policy Manual Update 127

Canutillo ISD

FA(LLEGAL)

PARENT RIGHTS AND RESPONSIBILITIES

A section prohibiting infringement on parental rights has been added after voters approved Senate Joint Resolution 34 from the 89th Legislature.

FED(LLEGAL)

ATTENDANCE: ATTENDANCE ENFORCEMENT

Changes regarding sanctions as they relate to truancy prevention measures are due to revisions at 19 Administrative Code 129.1047.

FFAC(LLEGAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

13 Administrative Code 7.125, which contained all the TSLAC retention schedules, was repealed and replaced with 13 Administrative Code 7.126-.137. Each rule now contains a single retention schedule. The Records of Public School Districts schedule is now located at 13 Administrative Code 7.131. The revision at Records in the section on the Maintenance and Administration of Epinephrine Delivery Systems reflects this change. Related revisions also appear in CPC(LLEGAL).

FFEB(LLEGAL)

COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

The cross-reference in the Exception: Court Order section has been updated to reflect changes to the DP series of policies.

FFF(LOCAL)

STUDENT WELFARE: STUDENT SAFETY

The definition of misconduct has been amended to include provisions from Senate Bill 571 from the 89th Legislative Session. The misconduct definition has also been reformatted to improve readability.

FM(LLEGAL)

STUDENT ACTIVITIES

In the Limits on Participation and Practice section, "one activity" has been revised to "two activities" due to amendments to 19 Administrative Code 76.1001(d).

FOA(LLEGAL)

STUDENT DISCIPLINE: REMOVAL BY TEACHER OR BUS DRIVER

At Appeals, a citation error has been corrected, and margin notes have been added to assist with clarity and readability.

GKA(LLEGAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

A citation in the Tobacco and E-Cigarettes section has been updated after 20 U.S.C. 7183 was redesignated to 20 U.S.C. 7973.

GKD(LLEGAL)

COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

Substantial revisions have been made regarding Facilities Use by Religious Organizations based on Senate Bill 2986 from the 89th Legislature.

GNC(LLEGAL)

RELATIONS WITH EDUCATIONAL ENTITIES: COLLEGES AND UNIVERSITIES

19 Administrative Code 9.141-9.144, 9.146, and 9.147 have been repealed, which led to substantive changes to this legal framework. Provisions that are duplicative of those in EHDD(LLEGAL) have been deleted.