Agenda of Regular Meeting

The Board of Trustees
Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held November 17, 2026, beginning at 6:15 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 4
2. **OPEN FORUM-OTHER**
   Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL):
   Each participant will be limited to **THREE MINUTES** to make comments to the Board. The Board is **NOT** permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.
   For further information on those policies, contact the Superintendent's Administrative Assistant.
3. **BOARD HONORS**
   A. District Recognition of Out-Going Trustees
      Presenter: Gustavo Reveles
4. **BOARD OF TRUSTEE BUSINESS**
   A. Discussion and Possible Action to Obtain Statement of Officer and Conduct the Oath of Office for Newly-Elected Trustees, and Issue Certificates of Election for Newly-Elected Trustees
      Presenter: Steve Blanco
   B. Discussion and Action to Elect Board Officers Under Policy BDAA. 5
   C. Discussion and Possible Action Regarding Campus Budget Allocations for the Current Fiscal Year and the Previous Three Fiscal Years, With Particular Attention to Funds 185 and 211, Including Possible Action to Restore Funds to Campus Budgets.

Presenter: Trustee Lily Maldonado

D. Discussion and Consideration of Scheduling Future Board Workshops Focused on Academic Performance, District Finances, and Other Relevant Matters to Provide the Board With Opportunities for More In-depth Discussions and Planning.
Presenter: Armando Rodriguez

E. Discussion and Possible Action Regarding a District-Wide Confidential Employee Climate Survey.
Presenter: Armando Rodriguez

5. **SPECIAL PRESENTATION-OTHER**

A. PROCEDEO Quarterly Update 6
Presenter: Ernesto Ortiz / PROCEDEO

B. District Financial Update 40
Presenter: Cristy Pulley

6. **CONSENT AGENDA-VOTING**

A. *BUSINESS SERVICES*

1. Approval of the Monthly Donations 55
Presenter: C. Pulley
2. Approval of the Budget Amendments 56
Presenter: C. Pulley
3. Approval of the Investment Report for the Quarter Ended September 30, 2026 58
Presenter: Cristy Pulley
4. Approval of Electrical Service Extension Agreement with El Paso Electric Company for Deanna Davenport Elementary School. 66
Presenter: Ernesto Ortiz / PROCEDEO
5. Approval of the License use and Easement for Private Use of District Real Property (License L-3724) with El Paso County Water Improvement District No. 1 for the Canutillo Middle School Project. 78
Presenter: Ernesto Ortiz / PROCEDEO

B. *CURRICULUM AND INSTRUCTION*

1. Approval of the 2026–2027 Special Education Interlocal Agreement Between Canutillo Independent School District and Education Service Center Region 19 Head Start Program. 90
Presenter: Dr. Jesica Arellano /Veronica Campbell
2. Approval of the Educational Experience Affiliation Agreement between The University of Texas at El Paso and Canutillo Independent School District to support Special Education Department and Initiatives 99
Presenter: Dr. Jesica Arellano
3. Approval of Report on Emergent Bilingual Students, Student Performance, Bilingual/ESL Exception and Waivers, and Program Evaluation. 103
Presenter: Esmeralda Aguilara
4. Approval of Update to Policy FFA (Local) 104
Presenter: Dr. Monica Reyes

5. Approval of Memorandum of Understanding (MOU) between Canutillo ISD and Project Vida Health Center 116
   Presenter: Dr. Monica Reyes/Veronica Campbell
6. Approval of Memorandum of Agreement (MOA) between Paso del Norte Heath 124
   Foundation and Canutillo Independent School District
   Presenter: Dr. Monica Reyes/Veronica Campbell

C. *HUMAN RESOURCES*

1. Approval of Revisions to 2026-2027 Canutillo ISD Temporary Employment, Non-Contractual Stipend, and Supplemental Pay Schedule 128
   Presenter: Emily Aguilera

7. **EXECUTIVE SESSION**
   To Consult with Attorney Under Sections 551.071, 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. Closed Session Discussion to Review the Employment and Employment Contract of Dr. Josue Borrego to Include the Process Used by TASB & Canutillo ISD to Secure Records, Reference Information and the Evaluation of his Prior Employment With Houston ISD.
      Presenter: Armando Rodriguez
8. **NEW BUSINESS (continued); OTHER**
   A. Discussion and Possible Action Regarding Discussion to Review the Employment and Employment Contract of Dr. Josue Borrego to Include the Process Used by TASB & Canutillo ISD to Secure Records, Reference Information and the Evaluation of His Prior Employment With Houston ISD.
      Presenter: Armando Rodriguez
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

Board Officers The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. Officers shall be elected by majority vote of the members present and voting.

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

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

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

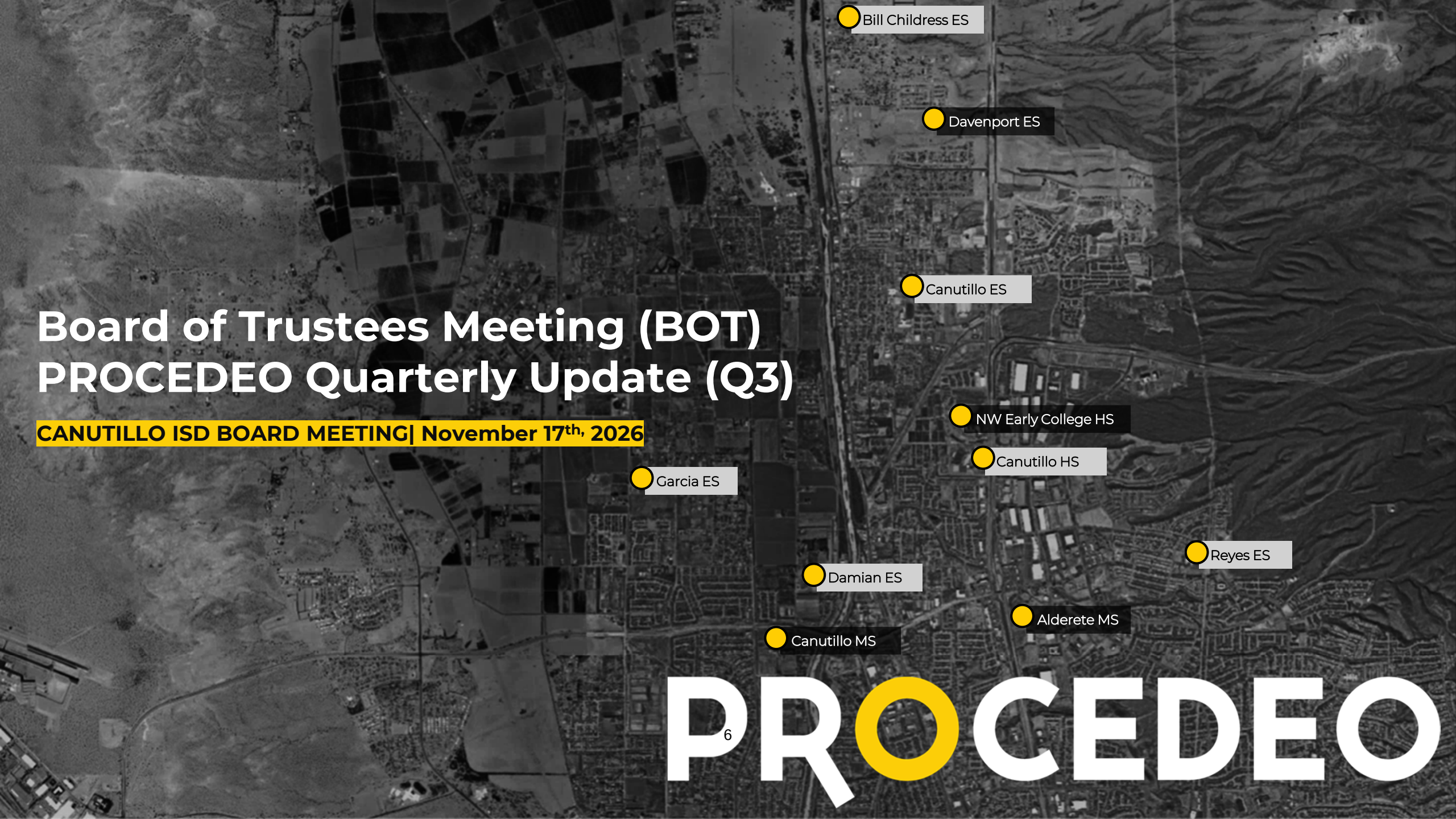
1. Preside at all Board meetings unless unable to attend.
2. Have the right to discuss, make motions, propose resolutions, and vote on all matters coming before the Board.
3. Send, or cause to be sent, notices of Board meetings.
4. Call special meetings of the Board. [See BE]
5. Sign all legal documents,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

Vice President The Vice President of the Board shall:

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

Secretary The Secretary of the Board shall:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting.
2. Ensure that notices of Board meetings are posted and sent as required by law.
3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.
4. Sign or countersign documents as directed by action of the Board.



Board of Trustees Meeting (BOT)
PROCEDEO Quarterly Update (Q3)

CANUTILLO ISD BOARD MEETING| November 17th, 2026

PROCEDEO

2024 Bond Program Status- Program Status Update

Since our Last Quarterly Update...



Board Meetings

08/25 Quarterly Presentation

08/25 Change Order No. 1 – Canutillo Elementary School

09/22 Utility Agreements for CMS and Davenport



Construction

Interagency Utility & Infrastructure Alignment, Athletic Site Development, Site Drainage & Retaining Infrastructure



Community Engagement

8/9 DDE Topping Out Ceremony

9/10 Virtual Community Meeting

09/23 Garcia Elementary Ribbon Cutting

09/28 CBAC Virtual Quarterly Meeting

10/06 Canutillo Middle School Topping Out Ceremony

August 1st 2026 — October 31st 2026

Quarter 3- Community Engagement

Davenport Elementary Top Out Ceremony









Quarter 3- Community Engagement

Garcia Elementary Ribbon Cutting







Quarter 3- Community Engagement

Canutillo Middle Topping Out Ceremony



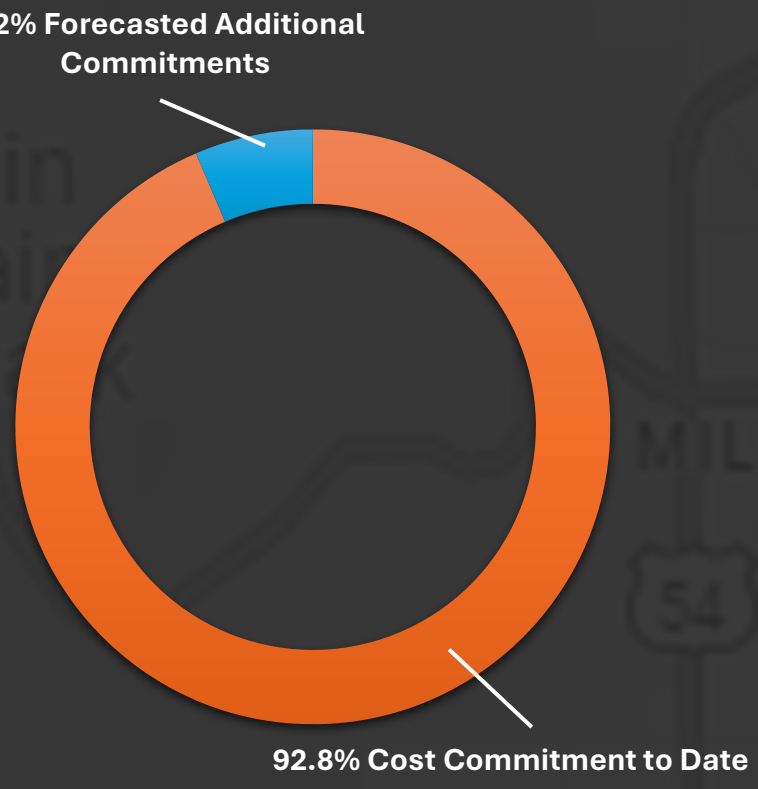




2024 Bond Program Status – Overall Budget

4yr	10	$379M
2024-2028	PROJECTS	PROPOSITION A

CATEGORY	Budget Managed by PROCEDEO	Total
New Facilities/Renovations for 10 Projects	$ 379,341,337	$ 379,341,337
Interest Earned to Date		$ 7,981,209
Canutillo ISD 2024 Bond Program Total	$ 379,341,337	$ 387,322,546
Encumbered to Date		$ 188,404,724
Amount Paid to Date		$ 170,848,722
Forecasted Additional Commitments		$ 19,857,407
Interest Earned to Date		$ 7,981,209
Program Contingency		$ 230,485
Total		**$ 387,322,546**



2024 Bond Program Status – Budget per Project

PROCEDEO

RENOVATIONS/UPGRADES					
Project #	**Project**	**Budget**	**Paid to Date**	**Encumbered**	**Unencumbered**
001-001	Canutillo HS	$ 16,296,972	$ 13,445,236	$ 1,873,780	$ 977,956
101-001	Canutillo ES	$ 9,461,920	$ 7,002,036	$ 1,722,296	$ 737,588
104-001	Childress ES	$ 7,605,228	$ 6,369,860	$ 856,244	$ 379,124
103-001	Damian ES	$ 7,235,491	$ 5,905,984	$ 881,667	$ 447,840
105-001	Garcia ES	$ 6,290,552	$ 4,547,576	$ 1,422,048	$ 320,928
106-001	Reyes ES	$ 1,985,964	$ 1,875,153	$ 58,567	$ 52,245
999-001	District Security Upgrades	$ 2,158,984	$ 2,028,482	$ 129,756	$ 746
NEW CONSTRUCTION					
003-001	NW Early College HS	$ 40,466,122	$ 11,243,404	$ 27,481,485	$ 1,741,232
041-001	Canutillo MS	$ 106,862,621	$ 43,412,263	$ 58,340,021	$ 5,110,338
042-001	Alderete MS	$ 106,824,603	$ 38,428,559	$ 64,126,407	$ 4,269,637
102-001	Davenport ES	$ 73,922,395	$ 36,590,168	$ 31,512,453	$ 5,819,774
PROGRAM CONTINGENCY					
	Program Contingency	$ 230,485	$ 0	$ 0	$ 230,485
Totals		**$ 379,341,337**	**$ 170,848,722**	**$ 188,404,724**	**$ 20,087,892**

2024 Bond Program Status – Timeline per Project

PROCEDEO

Project	Schedule Updates
Canutillo HS	Construction Start: Aug 2025
Canutillo ES	Construction Start: Aug 2025
Childress ES	Construction Start: Jul 2025
Damian ES	Construction Start: Jul 2025
Garcia ES	Construction Start: Jul 2025
Reyes ES	Construction Start: Aug 2025
NW Early College HS	Construction Start: Feb 2026
Alderete MS	Construction Start: Nov 2025
Canutillo MS	Construction Start: Nov 2025
Davenport ES	Construction Start: Sep 2025



Design Phase
Construction Phase
Substantial Project Completion

999-001 District Security Upgrades

Project Type	**Renovation**
Contractor	UDT / CMAR
Total Project Size	District Wide
Tentative Completion Date	August 2026

General Scope

Safety & Security Upgrades Include:

- 1-to-1 Camera Replacements
- New Cameras at Campus Blind Spots
- Webex District Security System for District Emergency Response Accessible via New Phones, App, & Wi-fi Calling
- Secure Entry Vestibule Upgrade
- District Security Assessment

General Scope

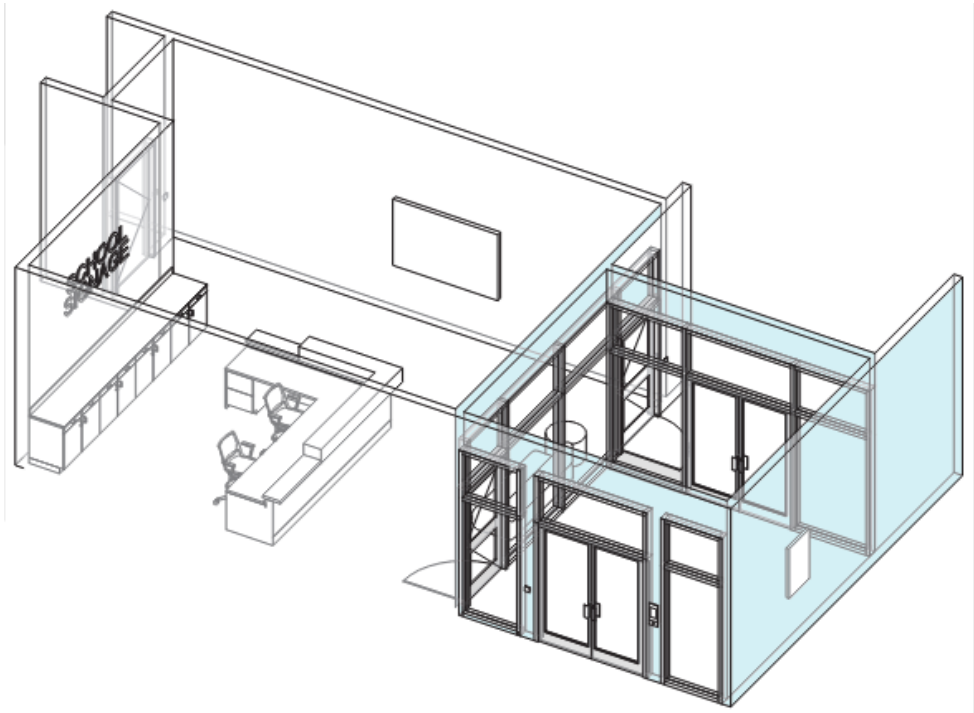
Technology Upgrades Include:

- Interactive White Boards at all Classrooms and throughout Campuses – Fixed and/or Movable

Security Upgrades*

Total Budget	$ 2,158,984

***Security upgrades for Webex, Access Control, and licensing district-wide**



CISD Design Guidelines - Typical Secure Vestibule Upgrade

Project Updates

	Update	Wi-Fi	Cameras	Webex–Phase 1	Webex–Phase 2	IWB	Vestibule
1	Reyes ES	Complete	Complete	Complete	Complete	Complete	Complete
2	Damian ES	Complete	Complete	Complete	Complete	Complete	Complete
3	Garcia ES	Complete	Complete	Complete	Complete	Complete	Complete
4	Childress ES	Complete	Complete	Complete	Complete	Complete	Complete
5	Canutillo ES	Complete	Complete	Complete	Complete	Complete	Complete
6	Canutillo HS		Complete	Complete	Complete	Complete	Complete
7	Exst. Alderete MS*	--	--	Complete	Complete		--
8	Exst. Canutillo MS*	--	--	Complete	Complete		--
9	Exst. Davenport ES*	--	--	Complete	Complete		--
10	Exst. NWECHS*	--	--	Complete	Complete		--

***Existing projects added to comply with TEA safety/security requirements**

PROCEDEO

001-001 Canutillo HS (1 of 3)

Project Type	**Renovation**
Architect	GA Architecture
Contractor (CMAR)	AO GC
Total Project Size	80,000 SF
Tentative Construction Start	August 2025
Tentative Substantial Completion	May 2027
Total Budget	$16,296,972
CMAR GMP	$11,776,699

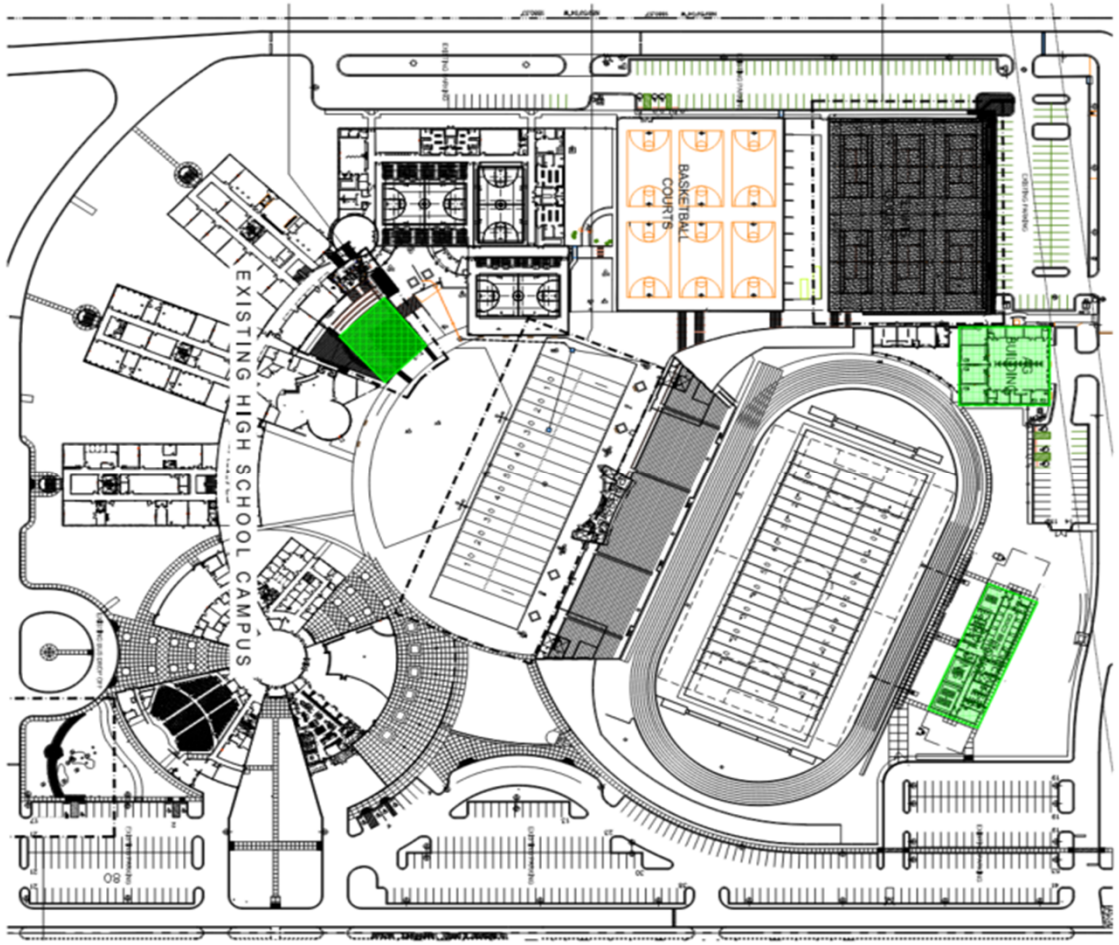
General Scope

- Safety & Security – Vestibule, PA/Fire Alarm/Security Cameras/Access Control System Upgrades
- Roofing Repairs, Metal Roof & Canopies
- New Cooling Towers, Boilers, Heat Pumps, Replace Evaporative Cooling System
- CTE Upgrades
- New Wireless Access Points
- New Softball/Baseball Playfields Lighting

Alternate Items

- Fine Arts Striping
- Plaza Exterior Lighting
- Replace Storefront Gaskets

3rd Quarter Focus Areas



Project Updates

	Update
1	**Cooling Tower:** Continued installation of exterior insulation on cooling tower piping.
2	**Testing and Balancing:** System testing and balancing activities continued.
3	**AG/Field House:** Public Adress and Fire Alarm (PA/FA) work continued at the AG/Field House.
4	**Elevators:** Elevators successfully passed inspection.

001-001 Canutillo HS (2 of 3)





001-001 Canutillo HS (3 of 3)







101-001 Canutillo ES (1 of 3)

3rd Quarter Focus Areas

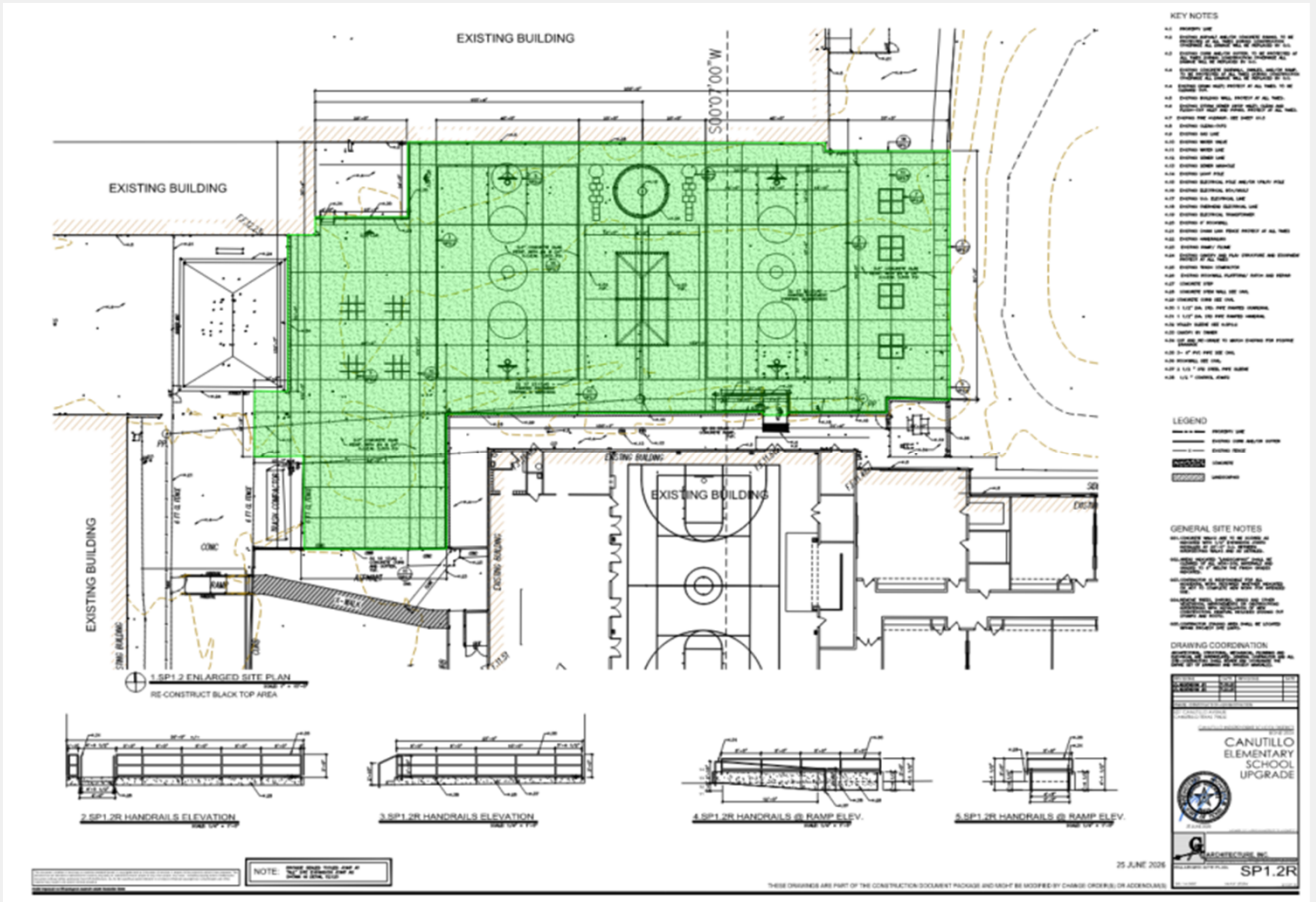
Project Type	**Renovation**
Architect	GA Architecture
Contractor (CMAR)	Banes General Contractors
Total Project Size	80,000 SF
Tentative Construction Start	August 2025
Tentative Substantial Completion	July 2026
Blacktop Substantial Completion	October 23, 2026
Total Budget	$ 9,461,920
CMAR GMP	$ 6,503,467

General Scope

- Safety & Security Upgrades – Vestibule, Fire Alarm/PA/Emergency Notification Systems, Security Cameras & Access Control
- Network Infrastructure & Wireless Access Points
- Replace HVAC Units
- New Roofing & Repairs to Parapets

Alternate Items

- Replace Carpet with LVT
- Exterior Paint
- New Basketball Court



Project Updates

	Update
1	**Site Preparation:** Phase 1 base course, storm drain installation, rebar placement are complete.
2	**Concrete Work:** Phase 1 concrete placement was completed on October 17, including steps, trench drains, and sidewalks.
3	**Athletic Courts:** Basketball court and volleyball sleeves have been installed.
4	**Concrete Work:** Concrete placement was completed on October 22.

101-001 Canutillo ES (2 of 3)







101-001 Canutillo ES (3 of 3)


Concrete Slab Placement


Rebar Installation and Concrete Slab Preparation


Utility Equipment

104-001 Childress ES (1 of 2)

3rd Quarter Focus Areas

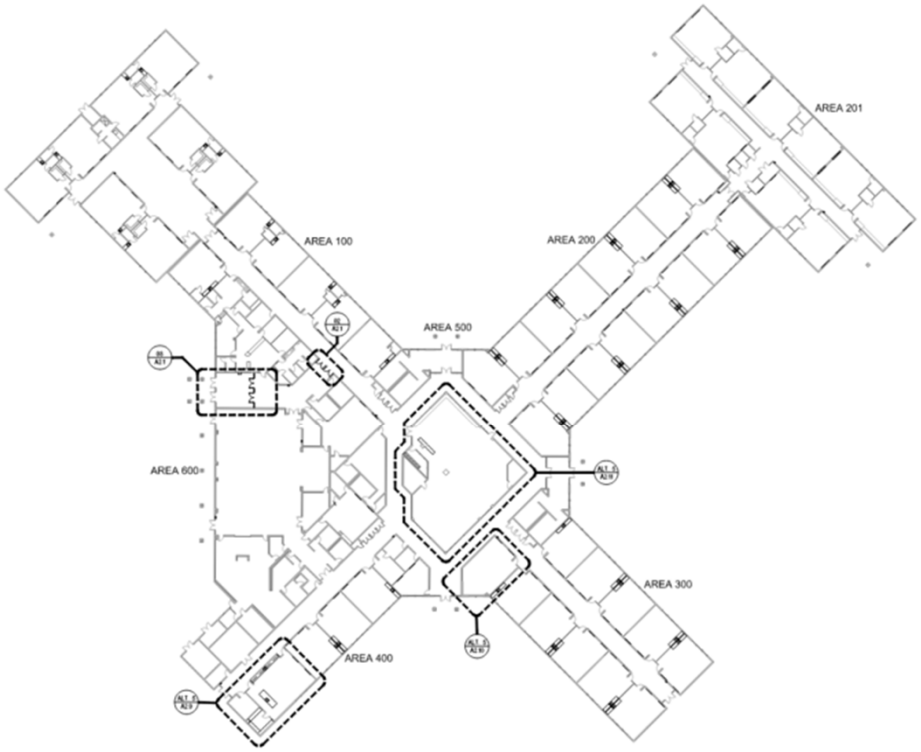
Project Type	**Renovation**
Architect	Mijares-Mora Architects
Contractor (CMAR)	Jordan Foster Construction
Total Project Size	80,000 SF
Tentative Construction Start	July 2025
Tentative Substantial Completion	September 2026
Actual Completion Date	July 2026
Total Budget	$ 7,605,228
CMAR GMP	$ 5,438,859

General Scope

- Safety & Security Upgrades – Vestibule, Fire Alarm/PA/Emergency Notification Systems, Security Cameras & Access Control
- Roof Maintenance – Sealants & Walk Pad
- New HVAC Units
- Infrastructure Upgrades – Network Switches & Cabling, Wi-Fi

Alternates

- Replace Carpet Flooring with LVT
- New Basketball Court



Project Updates

	Update
1	**Project Closeout**: Punch list items continue to be addressed and completed.
2	**Warranty:** Warranty issue are being documented, tracked and resolved as they are reported.

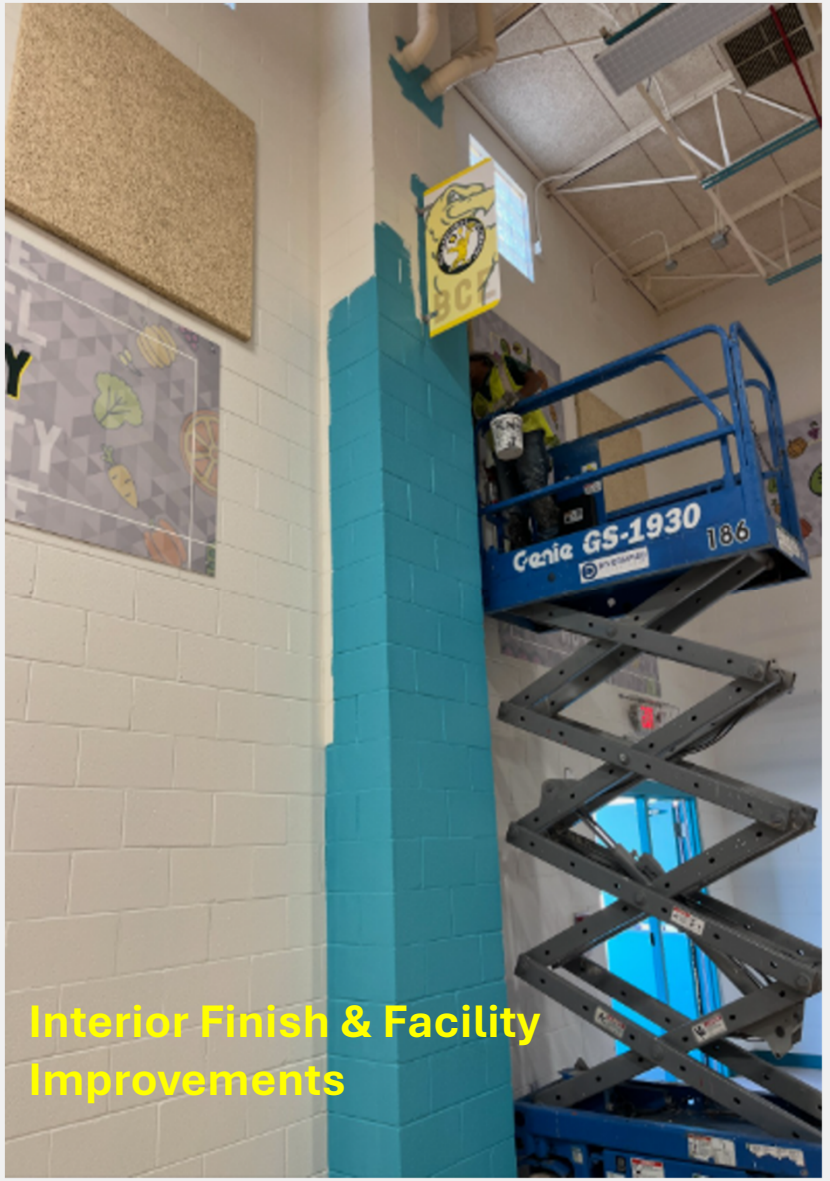
104-001 Childress ES (2 of 2)



Library Renovation and Furniture Installation



Library Renovation



Interior Finish & Facility Improvements

103-001 Damian ES (1 of 2)

Project Type	**Renovation**
Architect	Mijares-Mora Architects
Contractor (CMAR)	Jordan Foster Construction
Total Project Size	80,000 SF
Tentative Construction Start	July 2025
Tentative Substantial Completion	September 2026
Actual Completion Date	July 2026
Total Budget	$ 7,235,491
CMAR GMP	$ 5,309,800

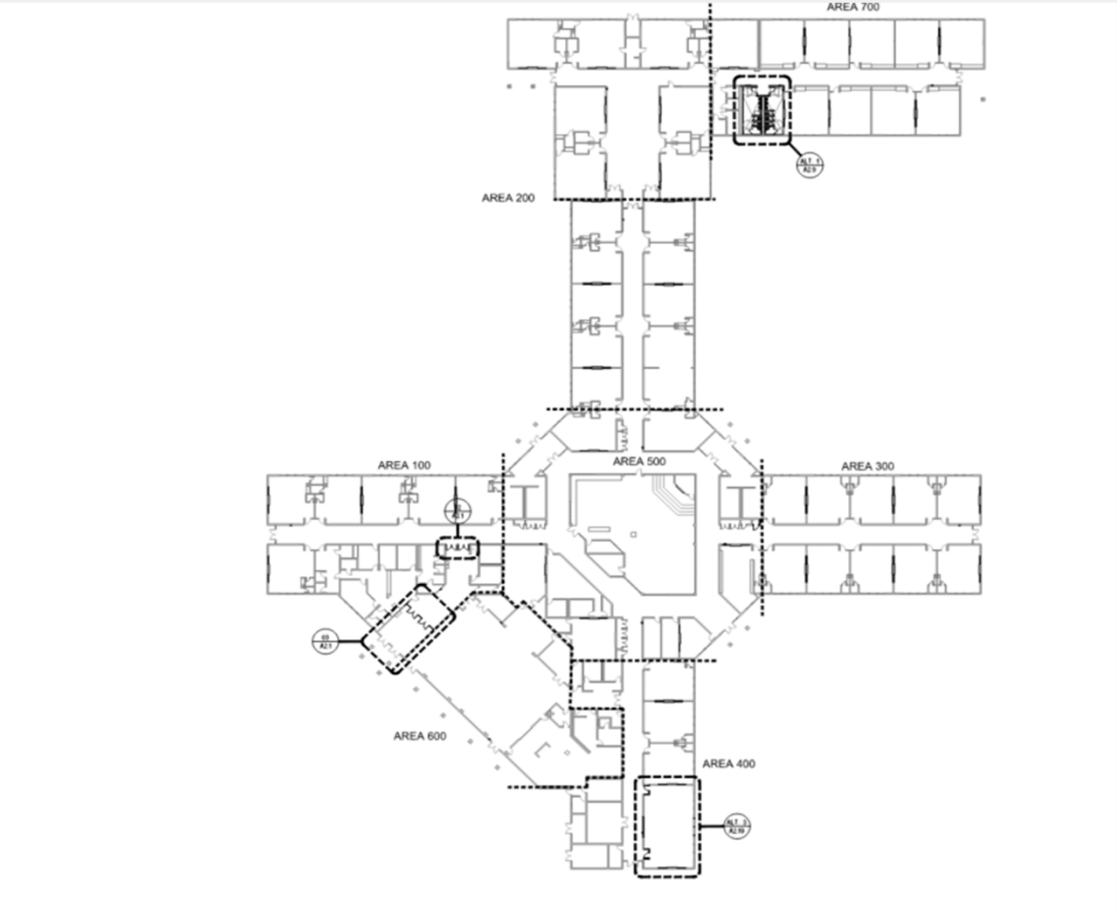
General Scope

- Safety & Security Upgrades – Vestibule, Fire Alarm/PA/Emergency Notification Systems, Security Cameras & Access Control
- Roof Maintenance – Sealants & Walk Pad
- New HVAC Units
- Infrastructure Upgrades – Network Switches & Cabling, Wi-Fi

Alternates

- Additional Student Restrooms
- Repair Existing Gypsum
- New Multipurpose
- Remove Existing Sealant at Control Joints
- CO Detectors (AHJ Directive)

3rd Quarter Focus Areas



Project Updates

	Update
1	**Project Closeout:** The general contractor has demobilized from site, and all punch list items have been completed.
2	**Warranty:** Warranty issues are being documented, tracked, and resolved as they are reported.

103-001 Damian ES (2 of 2)



Main Entrance Lobby and Security Door Improvements



Auditorium Flooring Installation

105-001 Garcia ES (1 of 2)

Project Type	**Renovation**
Architect	Mijares-Mora Architects
Contractor (CMAR)	Jordan Foster Construction
Total Project Size	80,000 SF
Tentative Construction Start	July 2025
Tentative Substantial Completion	September 2026
Actual Completion Date	July 2026
Total Budget	$ 6,290,552
CMAR GMP	$ 4,359,485

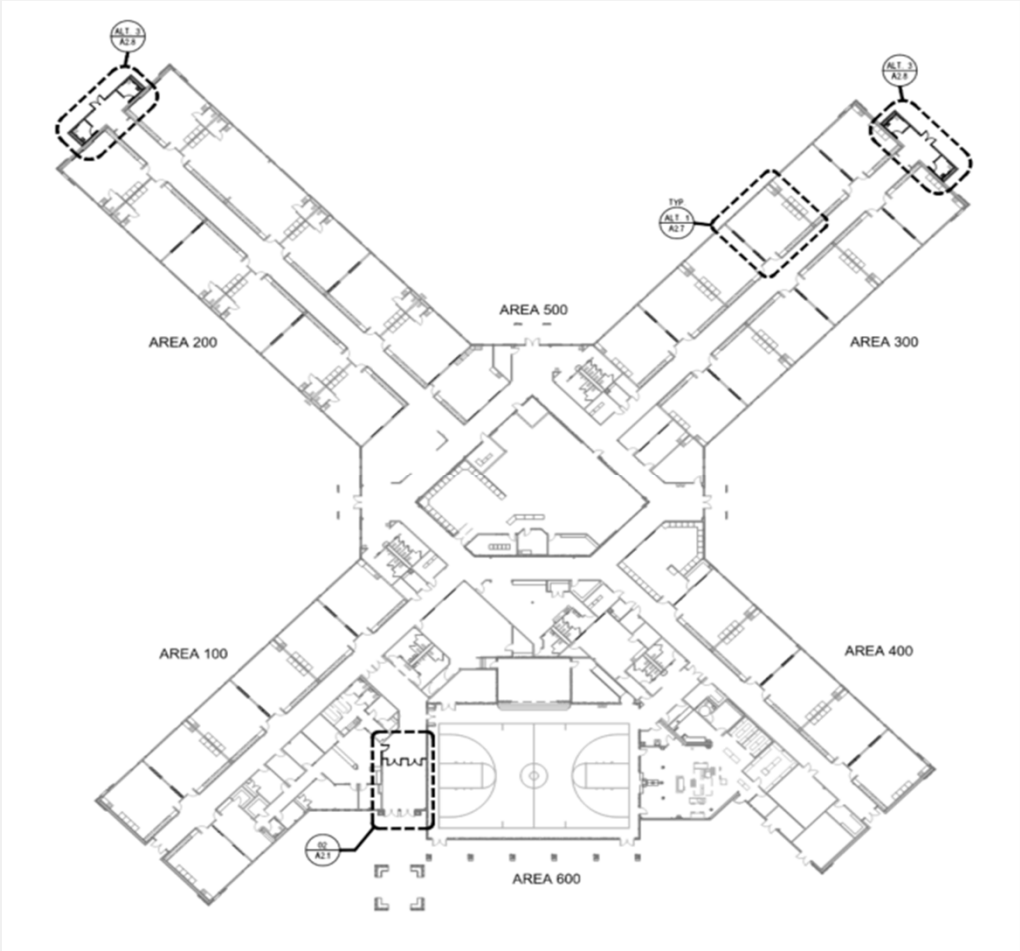
General Scope

- Safety & Security Upgrades – Vestibule, Fire Alarm/PA/Emergency Notification Systems, Security Cameras & Access Control
- Roof Maintenance – Sealants & Walk Pad
- New HVAC Units
- Infrastructure Upgrades – Network Switches & Cabling, Wi-Fi

Alternates

- New Instructional Technology Classroom
- Replace All Water Heaters
- Additional Staff Restrooms
- New Speaker System at Gym
- New Pedestrian Gate at Westside Dr.
- Repaint Select Interior Spaces
- Replace Playground Canopies
- CO Detectors (AHJ Directive)

3rd Quarter Focus Areas



Project Updates

	Update
1	**Project Closeout:** Punch list items continue to be addressed and completed.
2	**Warranty:** Warranty issues are being documented, tracked and resolved as they are reported.

105-001 Garcia ES (2 of 2)



Security Vestibule Installation



New Classroom Furniture

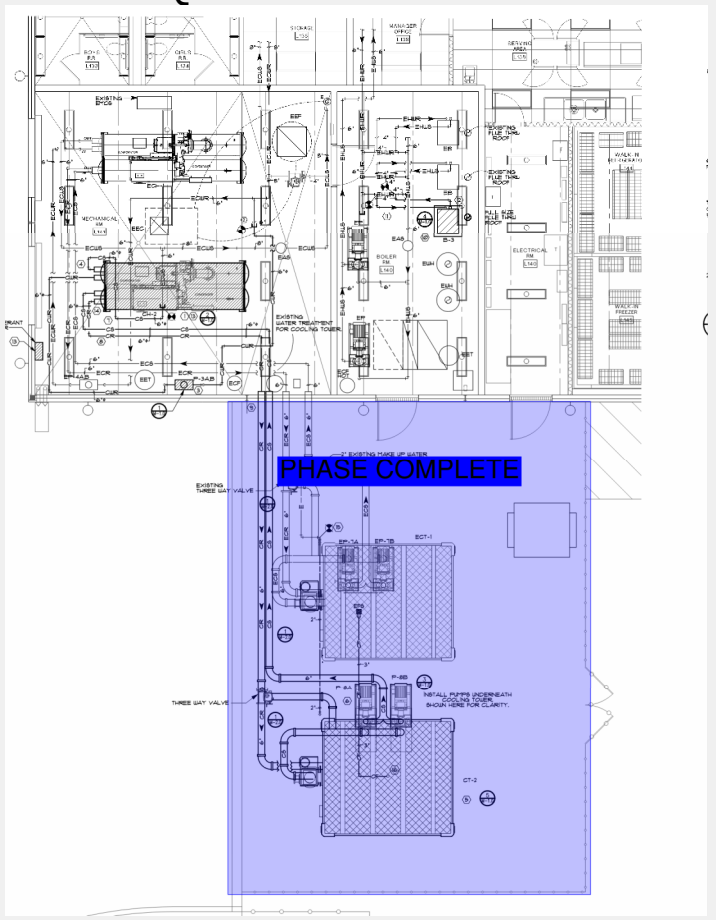
106-001 Reyes ES (1 of 1)

Project Type	**Renovation**
Architect	GA Architecture
Contractor (CMAR)	Banes General Contractors
Total Project Size	80,000 SF
Tentative Construction Start	August 2025
Tentative Substantial Completion	April 2026
Total Budget	$ 1,985,964
CMAR GMP	$ 1,069,486

General Scope

- Safety & Security Upgrades
- MEP Backup Chiller & Cooling Tower
- Upgrade Network Switches & Cabling, Security Cameras
- New Instructional Technology
- Wireless Upgrades

3rd Quarter Focus Areas



Project Updates

	Update
1	**Certificate of Acceptance:** issued to Banes GC
2	**Project Closeout:** documents being generated by Banes GC
3	**End user training:** executed with CISD
4	Board approved retainage release

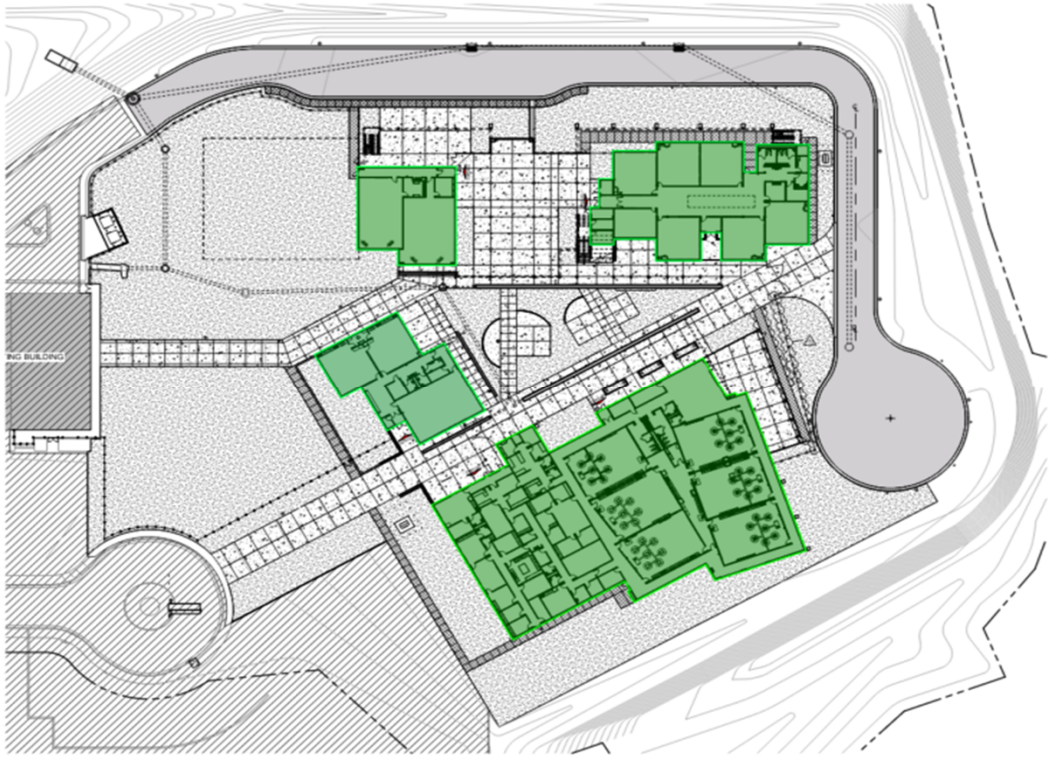
003-001 NW Early College HS(1 of 2)

3rd Quarter Focus Areas

Project Type	**New Construction**
Architect	MNK Architects
Contractor (CMAR)	Jordan Foster Construction
Total Project Size	62,907 SF
Tentative Construction Start	February 2026
Tentative Substantial Completion	March 2028
Total Budget	$ 40,466,122
CMAR GMP	$ 34,623,863

General Scope

- The proposed design includes the construction of 31,140 SF of Academic / Classrooms building, 4,732 SF of Fine Arts / Multipurpose building, 8,583 SF of Administration building, 3,704 SF of Athletics building, and 14,748 SF Science Building



Project Updates

	Update
1	**Building A:** Sheathing installation at interior and parapet walls; steel erection at the east end; duct installation at the east end; plumbing rough-in at the west end; and overhead electrical rough-i
2	**Building B**: Perimeter form installation, footing excavation and concrete placement, and underground utility installation.
3	**Building C**: Metal stud framing and metal deck installation.
4	**Site Work:** Soil processing and storm drain installation

003-001 NW Early College HS(2 of 2)





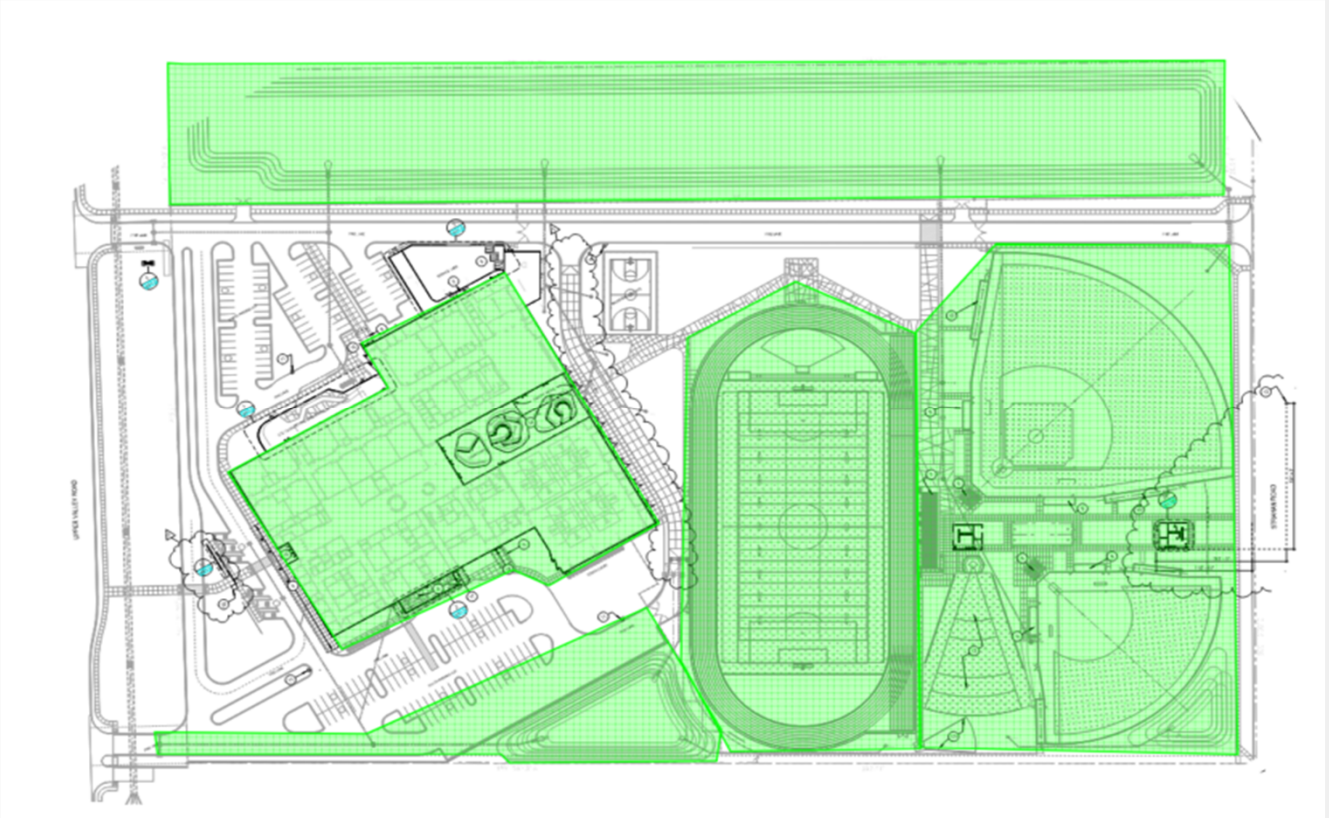
041-001 Canutillo MS(1 of 3)

3rd Quarter Focus Areas

Project Type	**New Construction**
Architect	DLR Group
Contractor (CMAR)	Banes General Contractors
Total Project Size	165,000 SF
Tentative Construction Start	November 2025
Tentative Substantial Completion	Late 2027/Early 2028
Total Budget	$ 106,862,621
CMAR GMP	$ 84,724,951

General Scope

- New state-of-the-art 21st Century Learning Facility: Cafeteria, Library, Gymnasium, Admin, Collaboration Spaces, Special Education, New Playfields, New Parking, Bus Loop



Project Updates

	Update
1	**Area B:** Interior thickened slab excavation continues. Two-course CMU block construction continues on the structural walls.
2	**Front Canopy:** Exterior front canopy layout is expected to begin later this week or next week.
3	**MEP Rough-In:** Mechanical, electrical, and plumbing rough-in work continues on the first and second floors in Areas A and C
4	**Gym Wing Walls:** Installation of 12-inch concrete masonry unit (CMU) blocks continues at the gym wing walls.
5	**Site Work**: Work continues in the south parking lot and football field areas.

041-001 Canutillo MS(2 of 3)



Active MEP Rough-Ins & Interior Framing



Structural Steel Framing and Concrete Stairs Progress

041-001 Canutillo MS(3 of 3)



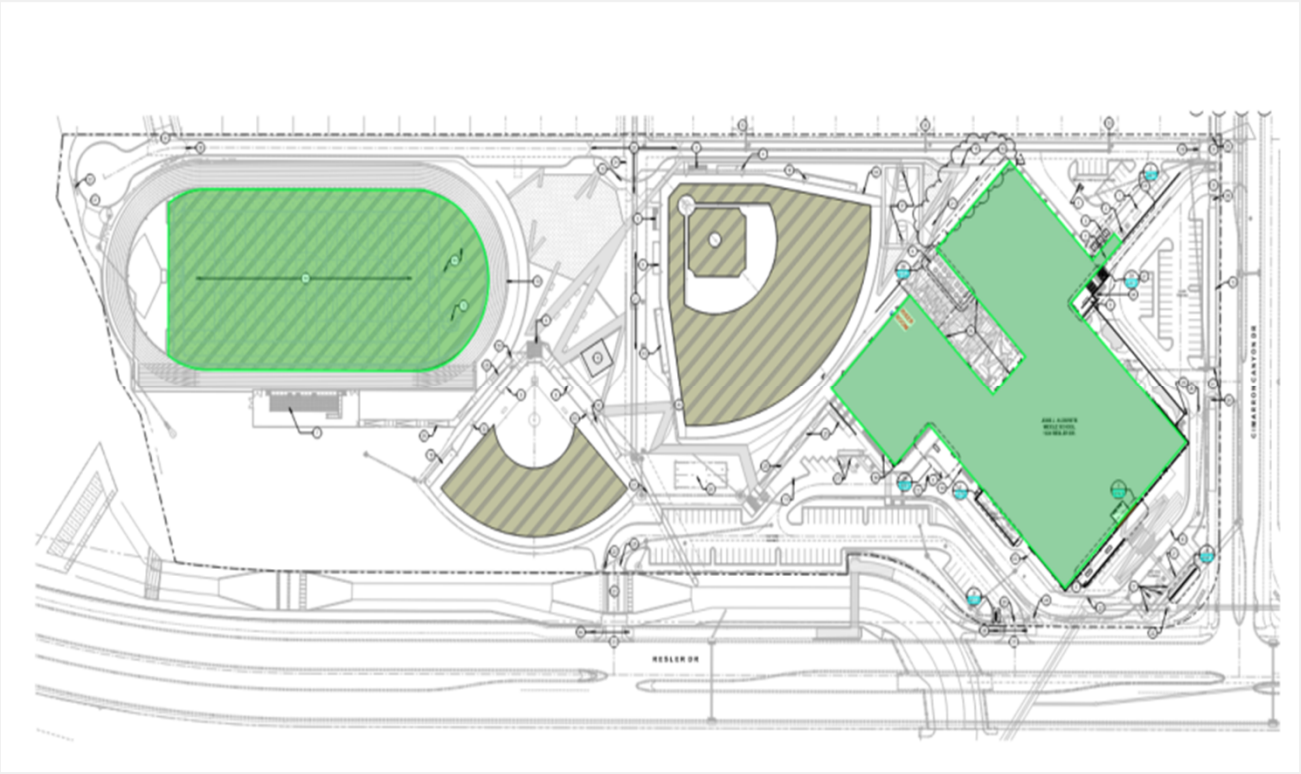


042-001 Alderete MS(1 of 3)

Project Type	**New Construction**
Architect	DLR Group
Contractor (CMAR)	Banes General Contractors
Total Project Size	165,000 SF
Tentative Construction Start	November 2025
Tentative Substantial Completion	Late 2027/Early 2028
Total Budget	$ 106,824,603
CMAR GMP	$ 84,434,160

General Scope

- New state-of-the-art 21st Century Learning Facility: Cafeteria, Library, Gymnasium, Admin, Collaboration Spaces, Special Education, New Playfields, New Parking, Bus Loop



Project Updates

	Update
1	**Building A**: Ongoing colored CMU wall installation, metal stud framing, MEP rough-ins (mechanical duct, electrical/plumbing in-wall), and concrete placement at columns and spot footings
2	**Building B:** Ongoing CMU wall, metal stud framing, parapet installation, concrete column placement, and electrical/plumbing in-wall rough-ins.
3	**Building C:** Ongoing CMU wall installation, structural steel erection, and second-floor joist and deck installation
4	**Building D:** Ongoing excavation for continuous footings.
5	**Site Work:** Ongoing infill for football and track fields, processing/importing backfill soils, retaining wall excavation, and fence installation on segmental walls.

042-001 Alderete MS(2 of 3)


Structural Steel Decking


Interior CMU Wall Installation & Overhead Roof Decking


Retaining Wall

042-001 Alderete MS(3 of 3)



Grading and Substructure Progress

102-001 Davenport ES(1 of 3)

3rd Quarter Focus Areas

Project Type	**New Construction**
Architect	Pfluger Architects
Contractor (CMAR)	LDCM Solutions
Total Project Size	119,000 SF
Tentative Construction Start	September 2025
Tentative Substantial Completion	July 2027
Total Budget	$ 73,922,395
CMAR GMP	$ 52,421,113

General Scope

- New state-of-the-art 21st Century Learning Facility to include 36 TEA (Texas Education Agency) Flexibility Level 3-4 classrooms, collaborative learning spaces, and grade-level neighborhoods, all with a strong emphasis on outdoor connections.



Project Updates

	Update
1	**Area A:** Continuing interior/exterior framing and fire sprinkler main line installation.
2	**Area B**: Continuing interior framing and first-floor electrical rough-ins.
3	**Area C:** Continuing structural top-out framing.
4	**Area D:** Continuing MEP rough-ins (electrical, plumbing, mechanical) across both floors.
5	**Site Work:** Ongoing concrete placement at front islands, southwest retaining wall, and transformer secondary wiring.

102-001 Davenport ES(2 of 3)



Exterior Steel Framing and Roof Installation



Aerial View of Building Construction Progress



Underground Utility Installation and Site Preparation in Progress

102-001 Davenport ES(3 of 3)




PROCEDEO

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 certified values received from the Central Appraisal District on July 25, 2026.

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)	$190,000	$1.1468	$2,179

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.

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.

BOARD PRESENTATION

FINANCIAL UPDATE

Fiscal Year 2026–2027

Canutillo Independent School District

November 17, 2026

41

Financial Overview

FY 2026–27 APPROVED BUDGET

~$65.6M

FY 2027 ENROLLMENT

5,400

ADOPTED 2026 TAX RATE

$1.1468

Per $100 valuation; combined District tax rate

LEGISLATIVE SESSION

JAN 12

90th Legislature convenes in 2027

FY 2026–27 Budget Assumptions

Assumption	Original	Actual/Projection
Enrollment	5,534	5,400
Average Daily Attendance (ADA)	94%	95.1% *(Projection)*
Taxable value growth	6%	4.3%
Operating revenue	$65,584,213	$65,426,436 *(Projection)*
Operating expenditures	$65,584,213	$65,584,213 *(Projection)*

Student Enrollment: Budget vs Actual

ORIGINAL BUDGETED ENROLLMENT

5,534

FY27 SNAPSHOT ENROLLMENT

5,400

ENROLLMENT VARIANCE

(134)

Student Enrollment by Campus: Budget vs Actual

Campus	Projection	Actual	Variance
Canutillo High School	1,366	1,238	(128)
Northwest Early College HS	398	408	10
Canutillo Middle School	644	620	(24)
Alderete Middle School	603	570	(33)
Canutillo Elementary	438	444	6
Davenport Elementary	272	280	8
Damian Elementary	450	430	(20)
Childress Elementary	399	394	(5)
Garcia Elementary	398	434	36
Reyes Elementary	566	582	16
	5,534	5,400	(134)

ASSUMPTION CHECK

Property values: planned growth vs. updated estimate

ORIGINAL TAXABLE GROWTH

6%

From original tax-base assumption

UPDATED VALUE GROWTH

4.3%

Most recent appraisal / certified taxable values

ADOPTED TOTAL TAX RATE

$1.1468

Per $100 assessed value; M&O + I&S

Property value growth → **Tax rate / collections** → **State-aid offsets** → **Net M&O resources**

FY27 Revenue Projections (Millions)

Revenue	Adopted Budget	Projections	Variance
State	$ 34.6	$ 33.7	($ 0.9)
Local	$ 30.1	$ 29.0	($ 1.1)
Other Revenue	$ 0.9	$ 2.7	$ 1.8
TOTAL REVENUE	$ 65.6	$ 65.4	($0.2)

CURRENT FINANCIAL STATUS

Financial Dashboard – October 2026

ORIGINAL BUDGET REVENUE

$65.6M

LATEST PROJECTED REVENUE

$65.4M

LATEST PROJECTED EXPENSE

$65.6M

PROJECTED ANNUAL CHANGE

($0.2)M

PROJECTED YEAR-END COMPARISON



PROJECTED FUND BALANCE IMPACT

$10.0M Beginning → ($0.75)M Assigned → ($0.2)M Change → $9.05M Ending

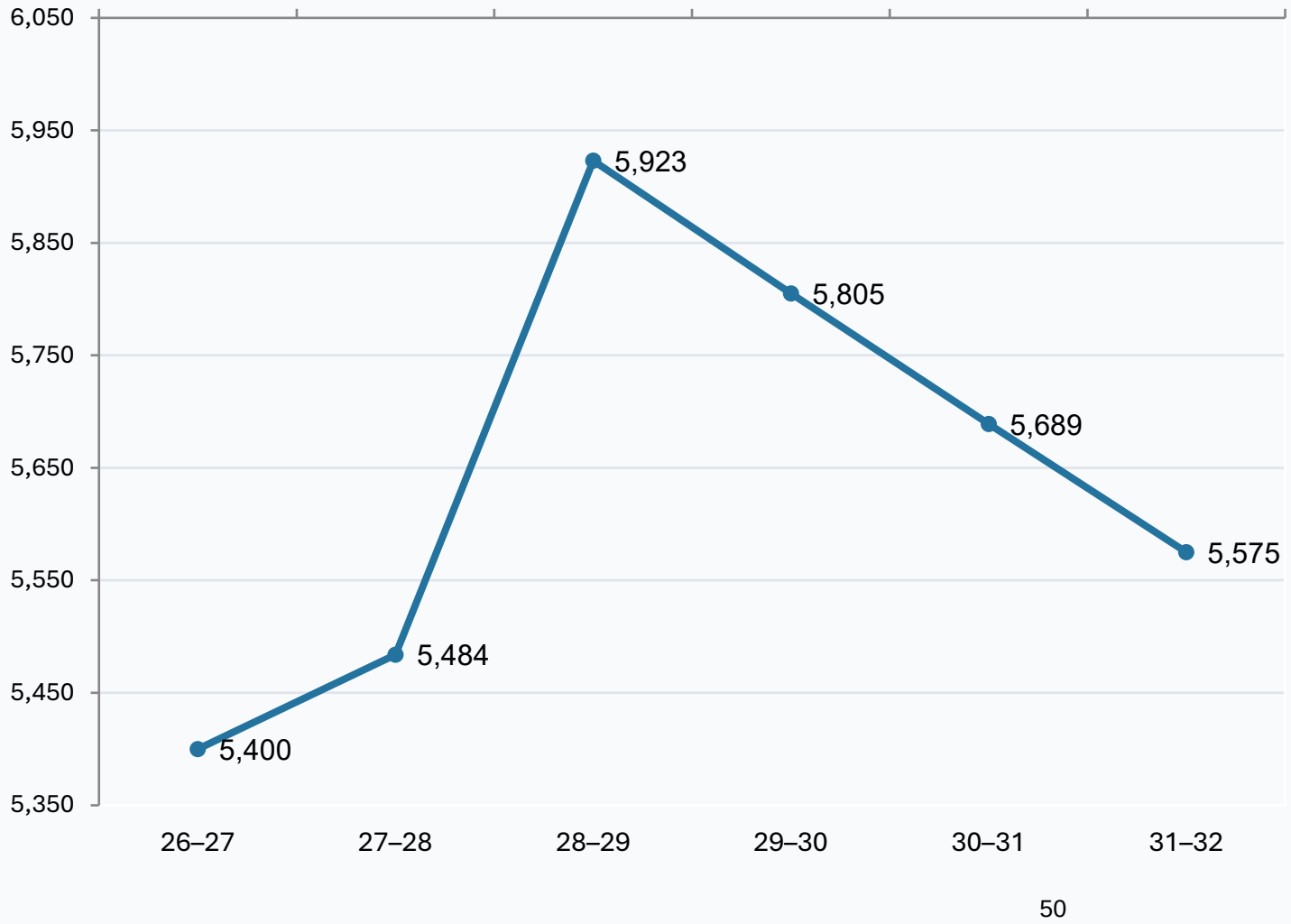
Days of Fund Balance = 50.35

48

Assumptions that drive the forecast

Forecast input	Working assumption
Student Enrollment	5,400 FY27 scenario to 5,575 by FY32
Attendance rate	94%
Taxable property growth	5.0% annually
Employee compensation	2.0% annual cost
Non-payroll inflation	2.0% annually
New legislative funding	Current Law

Enrollment projection | planning scenario



KEY MODELING ASSUMPTIONS

Growth Trends

27-28 2% Growth = 84 Students

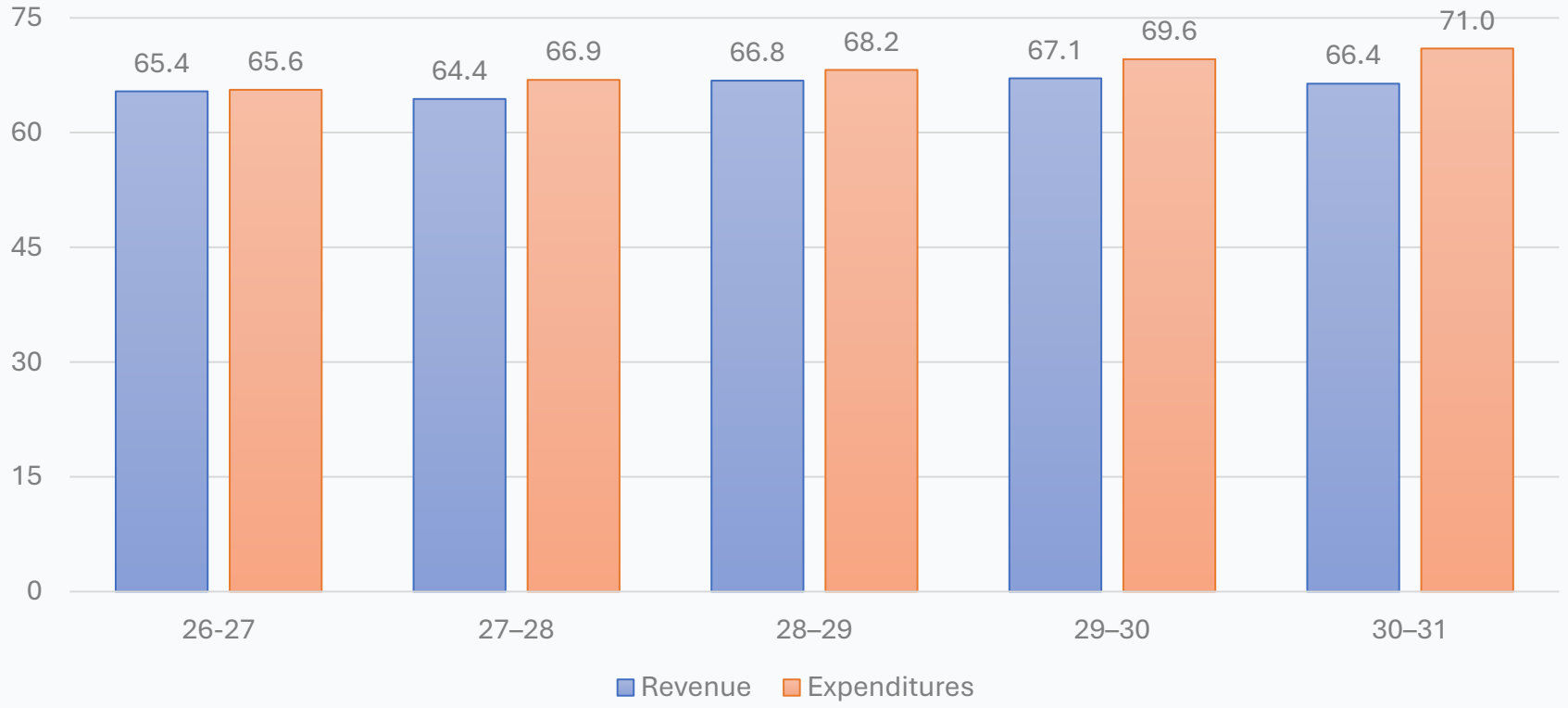
28-29 8% Growth = 439 Students

29-30 2% Decline = (118) Students

30-31 2% Decline = (116) Students

31-32 2% Decline = (114) Students

Five-Year Forecast Revenue vs Expenditures



FY 2027 to FY 2031 Forecast

–$11.6M

Projected Fund Balance Impact

A forecast is a planning tool, not an adopted future budget.

What is already law: 2025 HB 2

Separate enacted funding and restricted-purpose allotments from potential changes next session.

$6,215 BASIC ALLOTMENT

2025–27 biennium; up $55 from $6,160

$106 ALLOTMENT FOR BASIC COSTS

Per enrolled student under HB 2

TEACHER / STAFF RETENTION & INCENTIVES

Compensation-related allotments carry rules and eligibility

SAFETY / PROGRAMS DEDICATED SUPPORT

School safety, special education and other targeted changes

90th Legislature | What could change in 2027

NOV 9, 2026 • BILL FILING OPENS | **JAN 12, 2027 • SESSION BEGINS** | **MAY 31, 2027 • ADJOURNMENT**

HB 178 — Basic Allotment	A prefiled proposal would increase the $6,215 basic allotment to $7,500 and tie future adjustments to inflation.
HB 376 — Enrollment vs. ADA	A prefiled proposal would base school funding on enrollment instead of average daily attendance.
Other possible changes	Property tax relief, special education, employee compensation and school safety may also be debated.

QUESTIONS

54

Canutillo ISD Donations Report
November 2026

This report includes ALL donation reported to Finance for November 2026

Date	Donor Name	Address	Donation	Campus/Department	Purpose of Donation	Amount
10/27/2026	PTO	El Paso, Texas	Free Dress Donation	Reyes Elementary School	Free Dress for Students Donation	$417.78
10/30/2026	Justin Wilkes	El Paso, Texas	Cash Donation	CHS-Athletics	Girls Varsity Basketball Tournament Expenses	$500.00
11/2/2026	Daniel Gonzalez-Dantek Contractor	El Paso, Texas	Cash Donation	CHS-FFA	CHS-FFA at Program's Discrection	$260.00
11/3/2026	Carolina Roldan	El Paso, Texas	Cash Donation	CHS-Athletics	CHS-Boys Soccer expenses for tournament such as, Soccer Gear,Soccer Kit, Soccer Banquet	$800.00
	No On-Line Donations received as of November 1, 2026					
					DONATIONS TOTAL	**$ 1,977.78**

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

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

Justification Statement: Presentation for your review and acceptance of Budget Amendments for the month of October 2026

Purpose of Agenda Item: ☑ Information ☐ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Cristina Pulley, Chief Financial Officer

Signature of Requester(s)

Cristina Pulley

Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary:

Presentation of Budget Amendments for October 2026

RECOMMENDATION: Administration recommends approval of Budget Amendments for the month of October 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

TO: Board of Trustees
Dr. Josue Borrego, Superintendent

FROM: Cristina Pulley, Chief Financial Officer

DATE: November 3 , 2026

SUBJECT: Budget Amendments for October 2026

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

Administrative Cost Ratio Formula:

$$\frac{\text{21 Instructional Leadership + 41 General Administration}}{\text{All Expenses}}$$

BC #348755 -This amendment will allocate funds from function (11) Instructional to (13) Curriculum Development & Staff Development to cover cost for Local Professional Development. The Professional Development funds were included in the Software/License initial budget. The budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.11.6396.00.916.11	Software License/Subscription <$5,000	$ 438,099	$ (11,700)	$ 426,399
199.13.6411.80.916.11	Local Professional Development	$ -	$ 11,700	$ 11,700

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.

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Report to the Board of Trustees - Investment Report for the Quarter ended September 30, 2026

Justification Statement: Presentation to the Board of Trustees on the Quarterly Investment Report for the Quarter Ended September 30, 2026

Purpose of Agenda Item: ☑ Information ☐ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Cristina Pulley, Chief Financial Officer

Signature of Requester(s)

Signature of Presenter(s)

CPulley *Business Services Approval (Initials)* 11/9/2026 *Date*

Agenda Summary:

Presentation for your review and acceptance of the Quarterly Investment Report

RECOMMENDATION: Acceptance of the Quarterly Investment Reports

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT NO(S):

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

Various

REQUESTING DEPARTMENT:

Financial Services Department

CONSEQUENCES OF NON-APPROVAL:

Non-compliance with the Investment Policy and Public Funds Investment Act (Chapter 2256)

IMPLEMENTATION TIMELINE:

N/A

ATTACHMENT(S): ✔ Investment Report

CANUTILLO A Premier District

To: Board of Trustees
Dr. Josue Borrego, Superintendent

From: Cristina Pulley, Chief Financial Officer

Date: November 4, 2026

Subject: Quarterly Investment Report for September 30, 2026

This investment report for the Canutillo Independent School District, for the quarter ending September 30, 2026, is in full compliance with the Investment Policy and strategy as established for the District per the Public Funds Investment Act (Chapter 2256). The Public Funds Investment Act requires quarterly reporting on investment activity, balances (both book and market values) and presentation to the Board of Trustees.

The investment objectives of safety, liquidity, and maturity levels that are sufficient to meet anticipated cash requirements is what drives the investment activity. For fiscal year 2026-2027, the District will maintain its investments in governmental investment pools and fixed term maturities with Logic, Lone Star, Texas Class, TexPool, and TexSTAR. The portfolio within these investments includes Money Markets, Commercial Paper, U.S. Treasury Securities, Government Obligations, and Repurchase Agreements.

During the first quarter, the District's total investment of $66,112,906 was invested at an average interest yield of 3.84% which resulted in interest income of $827,309. Operating Fund investments of $4.976 million generated interest revenue of $40,682. Most of the investments were in the Operating Fund due to the daily withdrawals needed to cover cash disbursements. The Debt Service Fund decreased from $11.491 million to $5.067 million due to debt payments made in August. Similarly, the Health Insurance Fund maintained the same balance of $4,126 for the first quarter. The Construction Fund decreased from $106,306,226 to $56,048,968 due to payment of ongoing bond construction projects.

At the end of the quarter, the investment rates in the equity markets and the investment ratings for all five investment pools were rated "AAA." As the district's investment officers, we will continue to seek investment opportunities after investment safety, liquidity, and maturity are considered. The investment portfolio meets both the Public Funds Investment Act and the Board's investment policy requirements.

Cristina Pulley, Chief of Financial Officer

Ricardo Porras, Assistant Director of Financial Services

Elvira Monzon-Uscanga, Accountant

Rosa Granados, Accountant

7965 Artcraft | El Paso, TX 79932
915.877.7400 | www.canutillo-isd.org
Follow us on:

Canutillo Independent School District
Quarterly Summary of Investments
September 30, 2026

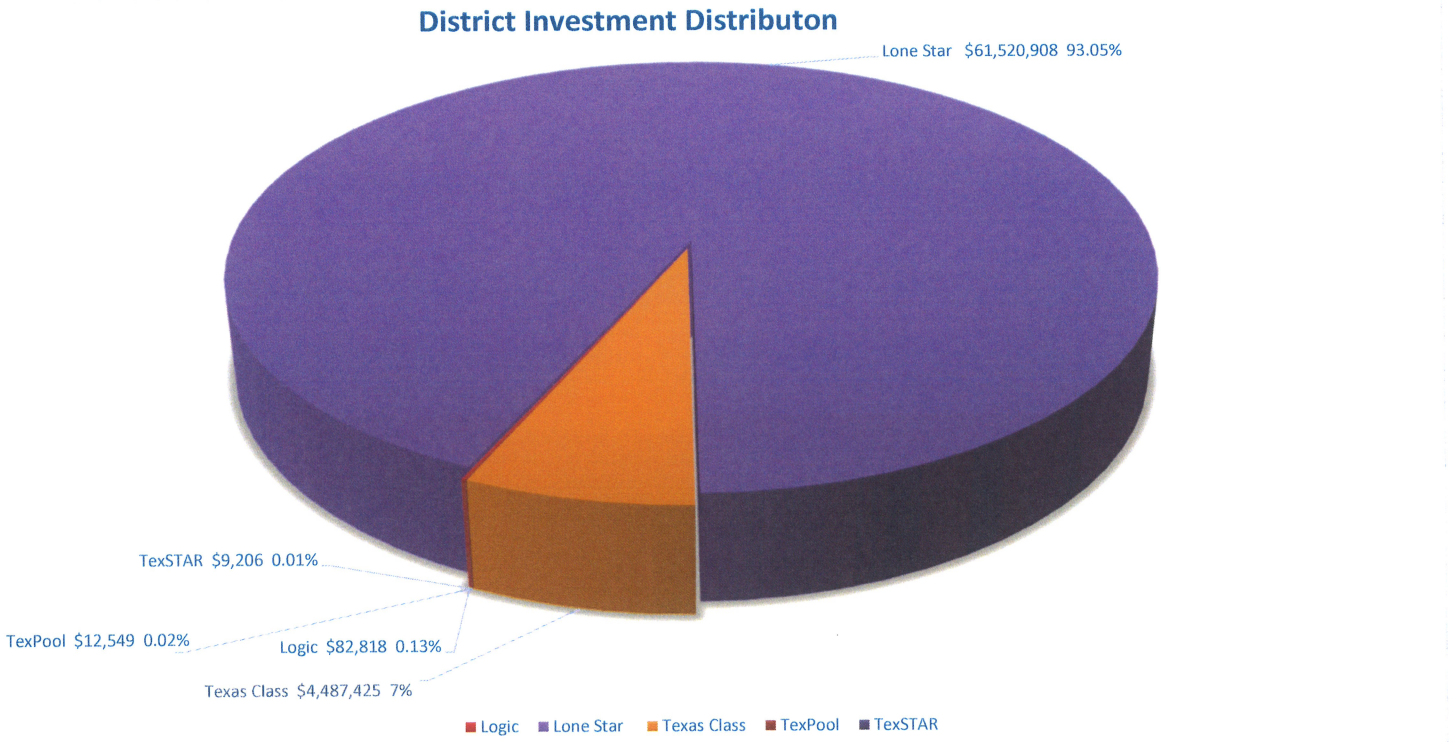
Description	Maturity Date	Current Month Interest Rate	9/30/2026 Book Value	9/30/2026 Market Value	6/30/2026 Book Value	6/30/2026 Market Value	Quarterly Accrued Interest	Book Value Increase/Decrease
Operating Fund								
Logic	On Demand	3.8924%	$ 82,818	$ 82,818	$ 82,024	$ 82,024	$ 795	$ 795
Lone Star Corporate COFP	On Demand	3.9200%	3,802,730	3,802,730	2,921,987	2,921,987	26,948	880,743
Texas Class	On Demand	3.9078%	1,069,004	1,069,004	2,256,857	2,256,857	12,738	(1,187,853)
TexPool	On Demand	3.7590%	12,549	12,549	12,433	12,433	116	116
TexSTAR	On Demand	3.7449%	9,006	9,006	8,923	8,923	83	83
Subtotal		3.8448%	$ 4,976,107	$ 4,976,107	$ 5,282,223	$ 5,282,223	$ 40,682	$ (306,116)
Debt Service Fund								
Lone Star Corporate	On Demand	3.9200%	$ 1,647,933	$ 1,647,933	$ 1,631,942	$ 1,631,942	$ 15,990	15,990
Texas Class	On Demand	3.9078%	3,418,420	3,418,420	9,858,896	9,858,896	61,213	(6,440,476)
TexSTAR	On Demand	3.7449%	200	200	199	199	2	2
Subtotal		3.8576%	$ 5,066,553	$ 5,066,553	$ 11,491,037	$ 11,491,037	$ 77,205	$ (6,424,484)
Food Service Fund								
Lone Star Corporate	On Demand	3.9200%	$ 17,152	$ 17,152	$ 16,985	$ 16,985	$ 166	$ 166
Health Insurance Fund								
Lone Star Corporate	On Demand	3.9200%	$ 4,126	$ 4,126	$ 4,086	$ 4,086	$ 40	40
Construction (Bond) Fund								
Lone Star 2025	On Demand	3.8900%	56,048,968	56,048,968	106,306,336	106,306,336	709,215	(50,257,368)
Subtotal		3.8900%	$ 56,048,968	$ 56,048,968	$ 106,306,336	$ 106,306,336	$ 709,215	$ (50,257,368)
Total Investments			**$ 66,112,906**	**$ 66,112,906**	**$ 123,100,667**	**$ 123,100,667**	**$ 827,309**	**$ (56,987,761)**

Portfolio Weighted Average Maturity					S&P Credit
Asset	Book Value	Days to Maturity	Weighted Average Maturity (WAM)	Maturity Date of Each Asset	Ratings as of: 6/30/2026
Logic	82,818	1	0.001	9/30/2026 Liquid pool, due on demand	AAAm
Lone Star	61,520,908	1	0.931	9/30/2026 Liquid pool, due on demand	**AAAf/S1+**
Texas Class	4,487,425	1	0.068	9/30/2026 Liquid pool, due on demand	AAAm
TexPool	12,549	1	0.000	9/30/2026 Liquid pool, due on demand	**AAAm**
TexSTAR	9,206	1	0.000	9/30/2026 Liquid pool, due on demand	AAAm
	$ 66,112,906		**1.000**		

Canutillo Independent School District
Quarterly Summary of Investments
September 30, 2026

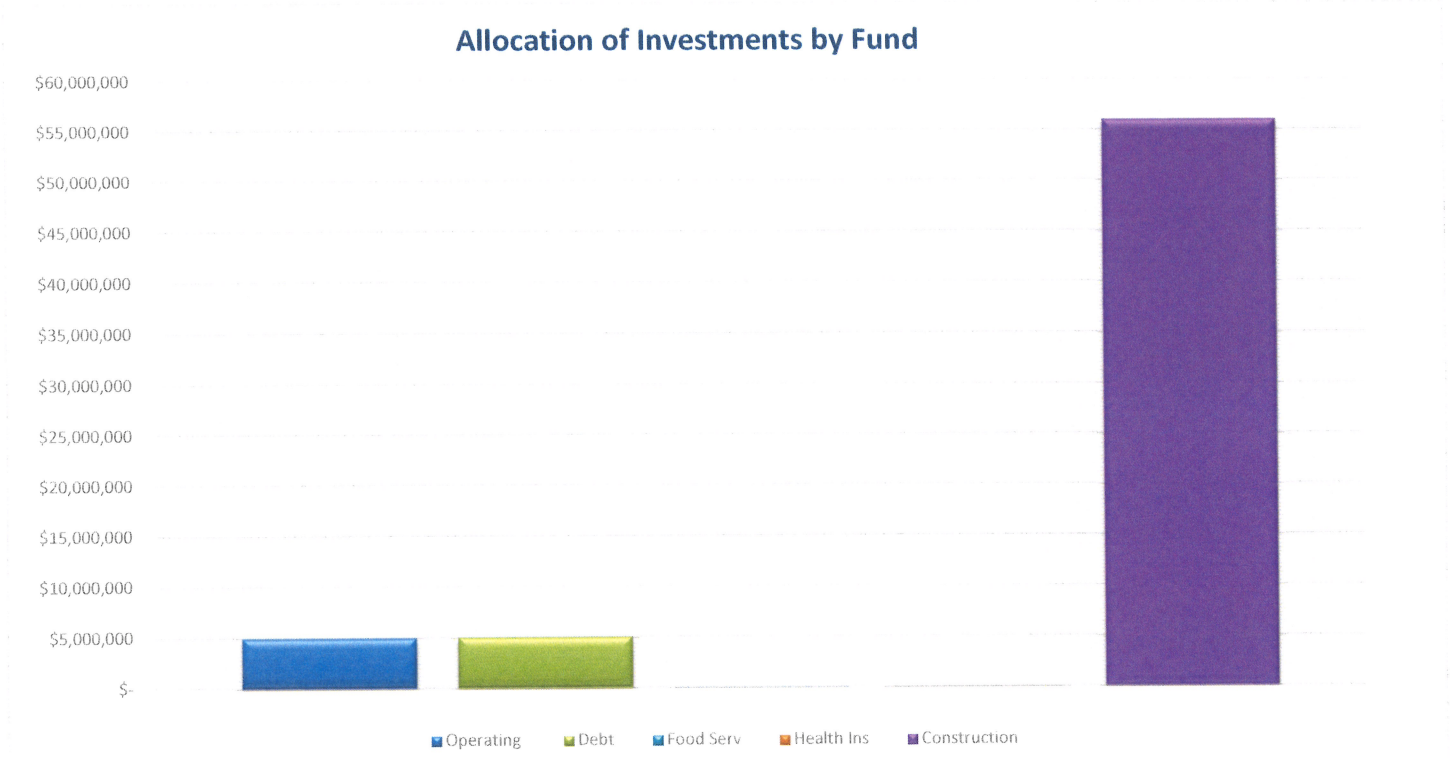
AAA is the highest Issuer Credit Rating assigned by Standar & Poor's
(m is for Money Market, f is for Fund, and S1+designates low volatility)

Investment		Amount	Percentage
Logic	$	82,818	0.13%
Lone Star	$	61,520,908	93.05%
Texas Class	$	4,487,425	6.79%
TexPool	$	12,549	0.02%
TexSTAR	$	9,206	0.01%
Total	$	66,112,906	100.00%



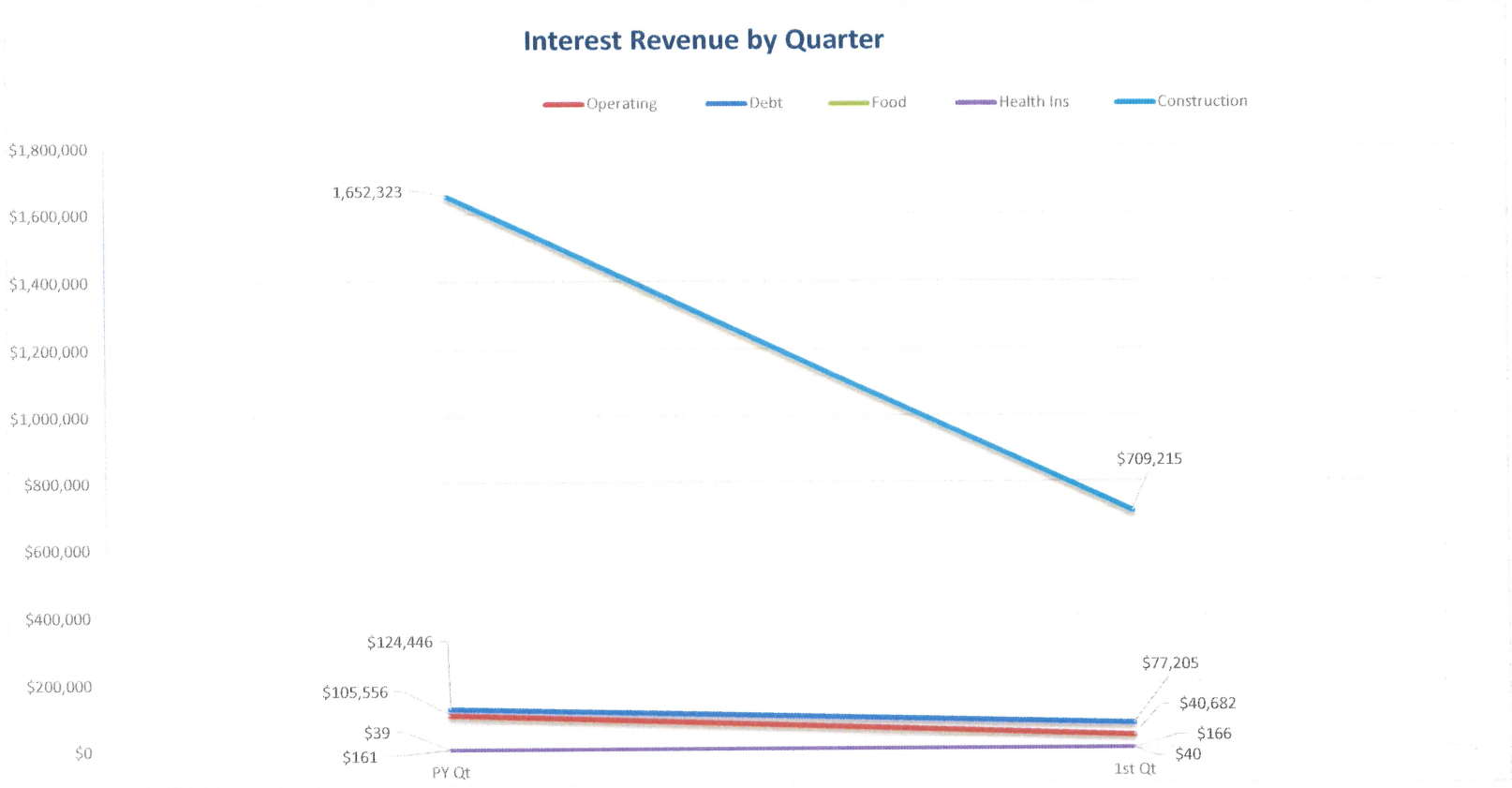
Canutillo Independent School District
Quarterly Summary of Investments
September 30, 2026

Fund		Amount	Percentage
Operating	$	4,976,107	7.53%
Debt	$	5,066,553	7.66%
Food Serv	$	17,152	0.03%
Health Ins	$	4,126	0.01%
Construction	$	56,048,968	84.78%
Total	$	66,112,906	100.00%



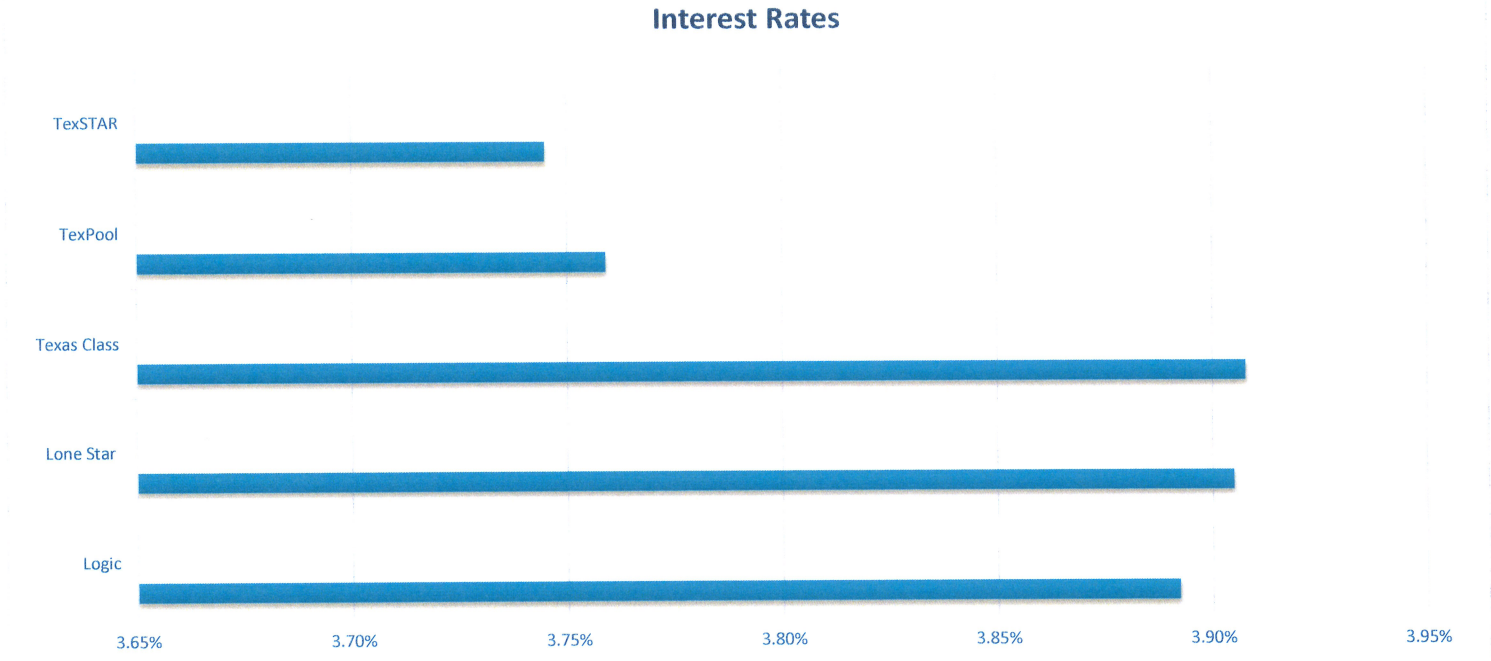
Canutillo Independent School District
Quarterly Summary of Investments
September 30, 2026

Interest	PY Qt	1st Qt	2nd Qt	3rd Qt	4th Qt
Operating	$ 105,556	$ 40,682	$ -	$ -	$ -
Debt	$ 124,446	$ 77,205	$ -	$ -	$ -
Food	$ 161	$ 166	$ -	$ -	$ -
Health Ins	$ 39	$ 40	$ -	$ -	$ -
Construction	1,652,323	$ 709,215	$ -	$ -	$ -
Total	$ 1,882,525	$ 827,309	$ -	$ -	$ -



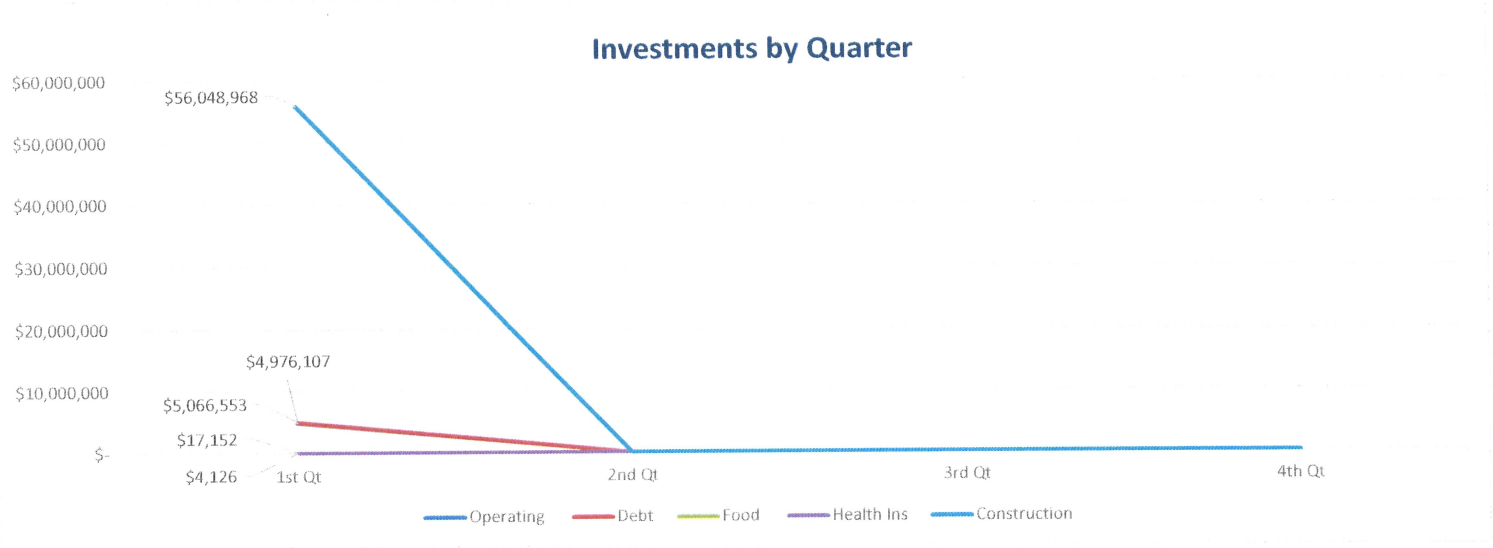
Canutillo Independent School District
Quarterly Summary of Investments
September 30, 2026

Investment	1st Qt	2nd Qt	3rd Qt	4th Qt
Logic	3.89%			
Lone Star	3.91%			
Texas Class	3.91%			
TexPool	3.76%			
TexSTAR	3.74%			
Average	3.84%			



Canutillo Independent School District
Quarterly Summary of Investments
September 30, 2026

Fund	1st Qt	2nd Qt	3rd Qt	4th Qt
Operating	$ 4,976,107	$ -	$ -	$ -
Debt	$ 5,066,553	$ -	$ -	$ -
Food	$ 17,152	$ -	$ -	$ -
Health Ins	$ 4,126	$ -	$ -	$ -
Construction	$ 56,048,968	$ -	$ -	$ -
Total	$ 66,112,906	$ -	$ -	$ -



Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 11/17/2026

Subject/Title for Agenda Posting: Approval of Electrical Service Extension with El Paso Electric Company for Deanna Davenport Elementary School.

Justification Statement: The underground electric utility agreement is necessary to provide permanent electrical service to the new elementary school. The agreement establishes the terms and responsibilities for installing, operating, and maintaining the underground electrical infrastructure required to serve the campus. Approval will support coordination with the electric utility provider, timely completion of construction, and reliable electrical service for school operations.

Purpose of Agenda Item: ☐ Information ☐ Discussion ☒ Action

Item Type: ☐ Curriculum & Instruction ☐ Human Resources ☐ Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary: The El Paso Electric Company has agreed to provide underground electric service to Deanna Davenport Elementary School located at 7787 Enchanted Retreat Drive, El Paso, Texas 79911, by way of an underground line extension. El Paso Electric will install, own, operate, and maintain a 13.8V, 3-phase, 4-wire underground line extension utilizing one (1) 1500 KVA 277/480V pad-mounted transformer. This project requires an upfront, refundable Cash Advance from the District to El Paso Electric for Construction in the amount of $230,520.26.

The District will systematically recover these funds over a 48-month window on each annual anniversary of the project's completion through two explicit channels: annual utility bill credits based on actual campus energy consumption, and one-time connection refunds if neighboring developments tie into this infrastructure. Annual credits will be determined strictly from El Paso Electric's base electric delivery rates and will exclude pass-through fixed fuel factor costs and municipal taxes.

Because this is a refundable Cash Advance for Construction, there is no permanent negative fiscal impact on the District's long-term operational funds. The full amount is eligible for systemic recovery over a 48-month window following project completion.

RECOMMENDATION: It is recommended that the Board approve the execution of the electrical utility items as presented.

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

AMOUNT(S): $230,520.26

ACCOUNT NO(S): 694.81.6629.12.102.99

REQUESTING DEPARTMENT: Operations

CONSEQUENCES OF NON-APPROVAL: Non-approval will cause critical multi-month utility connection delays for the Deanna Davenport Elementary School construction completion.

IMPLEMENTATION TIMELINE:
Upon Board Approval

ATTACHMENT(S): ✔
Agreement
Underground Electrical Map
Underground Structural Map
El Paso Electric Electronic Payment Instructions

El Paso Electric Company
P.O. Box 982
El Paso, Texas 79960

October 26, 2026

CANUTILLO INDEPENDENT SCHOOL DISTRICT
C/O RICHARD MCFARLAND
7965 ARTCRAFT RD, EL PASO TX 79932

Dear Mr. MCFARLAND

COST TO PROVIDE UNDERGROUND ELECTRICAL SERVICE TO DEANNA DAVENPORT ELEMENTARY SCHOOL LOCATED AT 7787 ENCHANTED RETREAT DR, EL PASO TX 79911

This Letter of Agreement, hereinafter called the "Agreement," summarizes the terms under which El Paso Electric Company agrees to provide underground electric service to **DEANNA DAVENPORT ELEMENTARY SCHOOL** located at **7787 Enchanted Retreat Dr, El Paso TX 79911** by way of an underground line extension, hereinafter called the "Underground System."

I. Parties and Term

In consideration of the promises hereinafter contained and other good and valuable consideration, this Agreement is entered into by and between El Paso Electric Company, hereinafter called the "Company," and **DEANNA DAVENPORT ELEMENTARY SCHOOL**, hereinafter called the "Customer," conjunctively known as the "Parties."

The term of this Agreement shall be from the date of execution until four (4) years after the completion of the installation of all underground structural facilities required to provide the requested service as hereinafter specified.

II. Location

The Customer has requested the Company to install an Underground System to provide electric service to the location(s) as shown on the attached Company drawing marked Exhibit "A" and incorporated herein the same as if fully set out herein.

This Agreement covers only the area and Company facilities shown on Exhibit "A". Any future extension of service to additional lots or to any other property

not reflected in Exhibit “A” attached hereto will be negotiated by a separate agreement, if applicable.

III. Type of Service

1. The Company agrees to install, own, operate and maintain the Underground System to serve the location(s) designated in Exhibit A. The Underground System will be **13.8 volt, 3-phase, 4-wire. A (1) 1500 KVA 277/480V** padmounted transformer will be installed to serve the Customer's electrical load.

2. The Company will do the trenching, bedding and backfilling; provide, install, own and maintain the high voltage duct system, pullboxes, high voltage cables, transformer pads and transformer(s) and its related equipment. The Customer will provide, install, own and maintain all ducts and low voltage cables from the secondary terminals of our transformer(s) to and within the building. The transformer(s) can accommodate a maximum of **(8) MCM** conductor(s) per phase. Should the Customer's secondary conductors exceed this limit, then the Customer shall provide, install, own and maintain a Company-approved padmounted secondary bus enclosure at a location near the transformer designated by the Company. The secondary conductors installed by the Customer shall have sufficient length to reach the terminals of our transformer(s) without splices and shall be installed as shown on the attached Company DSU 440, page 1 of 2 and 2 of 2, marked Exhibit "B," and incorporated herein the same as if fully set out herein.

3. Adequate protection, as specified by the Company, shall be installed at the Customer's expense to provide protection to the transformer(s) from vehicular traffic in accordance with the attached Company **DSU-515,** marked Exhibit "A" and incorporated herein the same as if fully set out herein.

4. The Company will designate the point of service, meter location and type of metering to be installed on the Customer's property. The Customer or Customer’s electrical contractor shall contact the Company's Planner for this information prior to installing the service entrance.

5. All areas where the Company's Underground System and related facilities are to be installed shall be to final grade prior to the start of the work by Company's contractor.

6. The Company will not construct a line extension for the Customer until the Company has secured all required firm rights-of-way and permits. All line extensions shall be constructed on private rights-of-way, except that within incorporated municipalities where they are not available, such lines may be constructed on existing public roads, streets, alleys or easements. The Customer shall furnish such rights-of-way as required, without charge to the

Company, over property owned or leased by the Customer and, if possible, will assist the Company in securing other rights-of-way necessary to provide service. The Customer shall have all of his property corners surveyed and necessary property irons installed by licensed surveyors to permit the Company to properly install the Company's electrical facilities within said rights-of-way.

7. If the Customer requests special trench compaction or requests that the depth of the trench be deeper than normal, then the Customer agrees to pay for all additional costs incurred by the Company for these special requirements. The Customer shall advise the Company of any landscaping or terrain concerns prior to construction of the Underground System.

8. During construction of the Underground System, excavated dirt or other materials from the trench will be placed outside the easement area. The Company will make every reasonable effort to avoid disturbing the surrounding area, however, some loss of vegetation may occur. The Customer shall advise the Company of any concerns or requirements the Customer may have regarding the surrounding area prior to construction of the Underground System. If, at the Customer's request, the Company must use an alternative method of handling the excavated dirt, the Customer agrees to pay all costs incurred by the Company for this additional work.

9. In the event that paving, curbs, gutters, driveways, sidewalks or other permanent obstacles to trenching are installed in or across the Company's right-of-way or easement before the installation of the Underground System, the cost of repair for the repaving, repair or replacement of the damaged curbs, gutters, sidewalks, driveways or paving caused by the construction of the Underground System by the Company and Company's contractor shall be borne by the Customer.

10. The Customer agrees to pay the cost of (1) relocation or extension, or both, as the case may be, of any installed electrical distribution facilities, whether underground or overhead, due to grade changes, replat, or to meet other requirements of the Customer, builder, or lot owner, and (2) repair or replacement, or both, as the case may be, of any Company facilities covered in this Agreement should such facilities be damaged during land development or building construction, or both, as the case may be, unless or until such time that this financial responsibility is transferred to another party under terms included in a written contract; provided, however, that this transfer of responsibility shall not release the Customer from the obligation of paying for relocation, extension, repair or replacement, as stated above, if the need for such an action is shown to have been caused by the Customer or its agents, even though discovery of the cause comes after a transfer of financial responsibility.

11. The Customer shall prohibit the building of permanent structures on or over the Underground System and shall relieve the Company from any liability for damages to curbs, gutters, paving, shrubbery or other items of landscaping due to the existence, operation, maintenance, service, repair, replacement or removal of Company facilities.

12. The Company will energize the Underground System after the installation of all electrical facilities has been completed and appropriate inspections have been made to ensure safe and reliable operation.

13. For purposes of this Agreement, hereinafter detailed, the Underground System is considered completed from the time the main structural facilities are installed, including but not be limited to, the duct for high voltage primary cables, pullboxes and pads.

IV. Cost and Security Terms and Conditions

In consideration for the Company providing such service, the Customer hereby agrees to the following express terms and conditions:

1. The following definition is accepted as a part of this Agreement:
   "Revenue - The total amount billed to a customer for electric service, determined by the metered monthly kilowatt demand and kilowatt-hour usage, applied to the appropriate tariff schedule, **LESS THE FIXED FUEL FACTOR COSTS AND TAXES."**

2. The Company's cost to provide and install all of the facilities in the Underground System is **$230,520.26.**

3. The Customer shall make a refundable Cash Advance for Construction in the amount of **$230,520.26.** All or a portion of this Cash Advance will be refunded to the Customer or retained by the Company as follows:

   a. For the term of this Agreement on each annual anniversary date of completion of the structural facilities of the Underground System, the Company will compute the actual annual revenues received from the previous twelve months' billings for the service provided to all users of the Underground System designated in this Agreement. Each year after the actual annual revenue has been computed, the Company will refund to the Customer the amount of the actual revenue, less the fixed fuel factor costs and taxes as defined in paragraph IV.1. above, received from all permanent customers of this Underground System.

4. All or a portion of this Cash Advance may be refunded to the Customer from revenue received from other customers served when additional line extensions are constructed. Refunds of the Cash Advance will be made as set forth in the following paragraph 6a.

   a. If additional line extensions are constructed to serve other customers or additional customers are served from this line extension within forty-eight (48) months of the date the line extension is completed, the Company, if notified, will make one-time refunds to the Customer for each such new customer served.

      The one-time refund under this Agreement will be calculated in the following manner:

$$R = \frac{E - C}{48} \times (48 - M)$$

      Where:

      R = The amount of the refund,

      E = Estimated 48-month revenue from permanent customers served from the additional line extensions,

      C = Estimated cost of the additional extensions, and

      M = Number of months since the Customer's line extension covered in this Agreement was completed

      In order for the one-time refund credit to be applied, the new facilities must be for a permanent customer as defined in the Company's Line Extension Policy, which states:

      > A permanent customer is one whose installed electrical equipment is used in a manner that provides the Company a reasonable return on the capital investment required to serve the customer.
      >
      > A mobile home customer who owns or is buying the land on which the mobile home is located and has a permanent source of domestic water and sewer facilities is considered a permanent customer.

5. The Company on an annual basis following the payment of a Cash Advance for Construction will reconcile refund balances. The interest rate that will

be applied to balances subject to refund will be the annual interest rate for Customer Deposits approved by the Public Utility Commission of Texas.

6. In no case will refunds from electric bills and one-time refunds exceed the Customer's Cash Advance for Construction.

7. If a balance from the Customer's Cash Advance for Construction remains after forty-eight (48) months from the date the underground structural facilities were completed, this balance will revert to the Company as a nonrefundable Customer Contribution in aid of Construction.

V. Other Conditions

1. The Customer shall meet all other rules, requirements, policies, codes, standard procedures and regulations as set forth and practiced by the Company.

2. The Company's Underground Inspector will act as the representative for the Company in coordination, inspection and other work during the field construction of the Underground System and related facilities. The Company's Underground Inspector and the Customer's designated representative shall be responsible for coordinating work in the field. If they cannot reach an agreement on any item during construction of the Underground System, the matter shall be referred to a designated Principal of the Customer and the Company's Supervisor of Distribution Design for amicable and mutually satisfactory settlement.

3. The Customer shall prohibit the installation or construction of any structure or building that will create an impaired clearance to the Company's existing or future electrical conductors under the applicable codes or ordinances as observed and enforced by the Company or the proper regulatory authority, or both as the case may be. If such an impaired clearance is created or will be created by any construction or installation by the Customer, the Customer hereby agrees to pay to the Company the entire cost incurred to correct said impaired clearance.

4. In the event any term or provision of this Agreement is found to be invalid or unenforceable, such findings shall not affect the validity or enforceability of the remainder of this Agreement unless the affected portion is determined by the Company to be material to this Agreement, in which event such findings shall terminate the entire Agreement. No waiver by the Company of any term or condition of this Agreement or any breach thereof shall be construed as a waiver of any other term or subsequent breach of that or any other term or condition hereof.

5. The Customer agrees to indemnify and save Company, its directors, officers, agents, representatives, employees, contractors or subcontractors from such liability, loss, cost or expense, including, but not limited to, attorney's fees, resulting from any injury to persons (including death) or damages or destruction of property resulting from the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the extent such liability, loss, cost or expense is attributable to the negligence of Company, its directors, officers, agents, representatives, employees, contractors or subcontractors.

6. Should any person make a claim or institute suit for any damage to property or injury to persons (including death at any time resulting therefrom) as a result of the acts or omissions of the Customer, its agents, representatives, employees, contractors or subcontractors associated with Customer's presence on the premises of the subdivision development except to the proportional extent such claim or suit has its basis in the negligence of Company, its directors, officers, agents, representatives, employees, contractors, or subcontractors, the Customer agrees to assume the defense of any action at law or in equity which may be brought against Customer, Company, the directors, officers, agents, representatives, employees, contractors or subcontractors of same, and to pay all costs, expenses (to include attorney's fees and indirect or consequential damages) and judgments that may be rendered in any such claim or suit.

7. This Agreement shall be available for execution only for sixty (60) days from the date of this Agreement. After sixty days, the Company reserves the right to renegotiate the terms and costs stated herein.

8 This Agreement is not assignable by the Customer without the Company's prior written approval. This Agreement shall be binding upon the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement is not to be considered as a precedent or course of dealing to which the parties will be bound in the future.

9. The Energy Solution Specialist in charge of this project is Monica Brown and can be contacted at 915-330-2060.

10. Please sign and return the original and one copy of this Agreement. The refundable Cash Advance for Construction must also accompany this Agreement.

Accepted: Canutillo Independent School District

By: _____

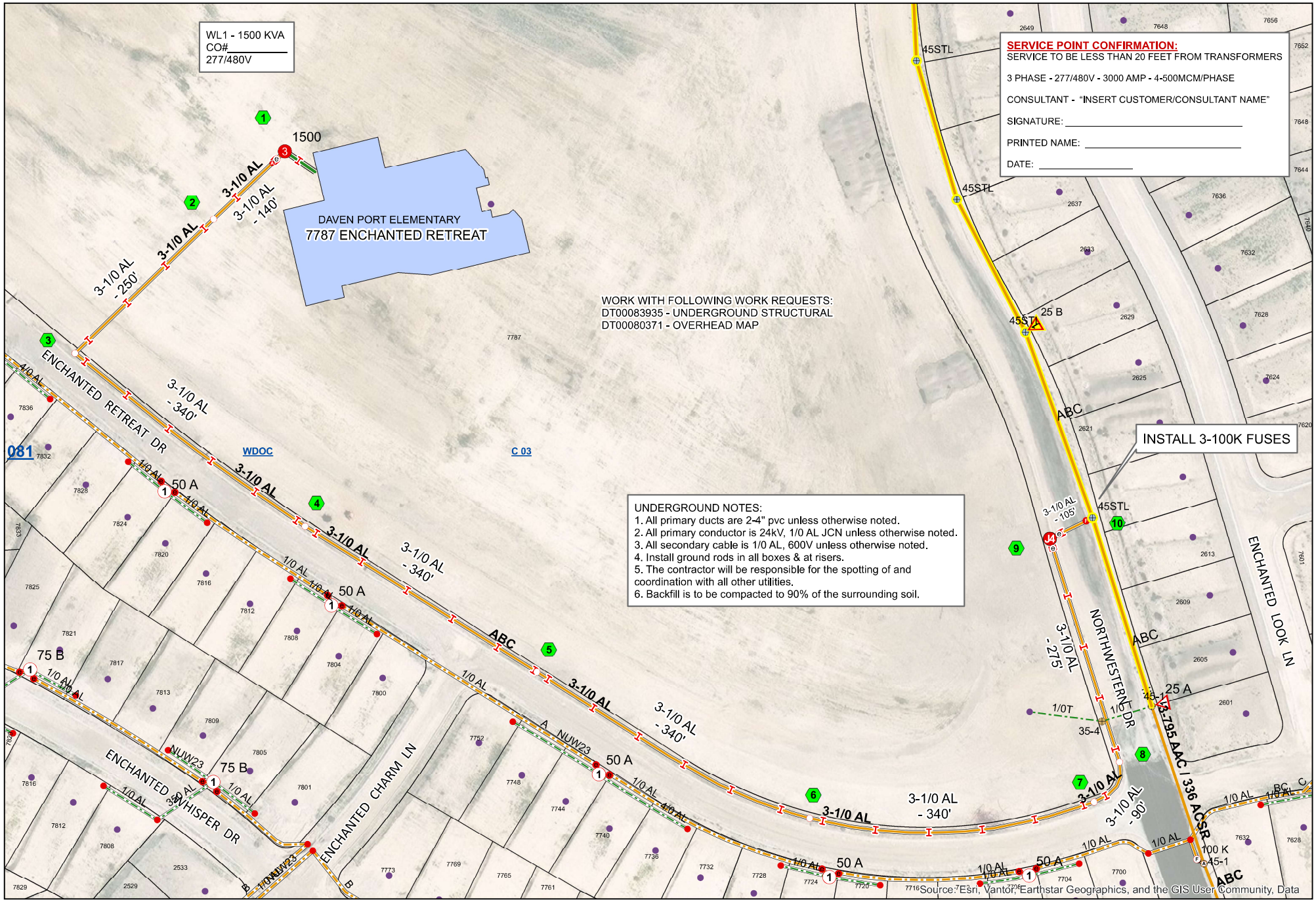
Title: _____

Date: _____

Accepted: _____

Title: Supervisor-Distribution Design

Date: _____



1 inch = 60 feet

Work Order # : DT00080377
Tax District : 081
Feeder : NUW23

7787 ENCHANTED RETREAT

Northwestern Dr and Hunter Foster Dr Canutillo, TX 79835

ELECTRICAL MAP
EXHIBIT A

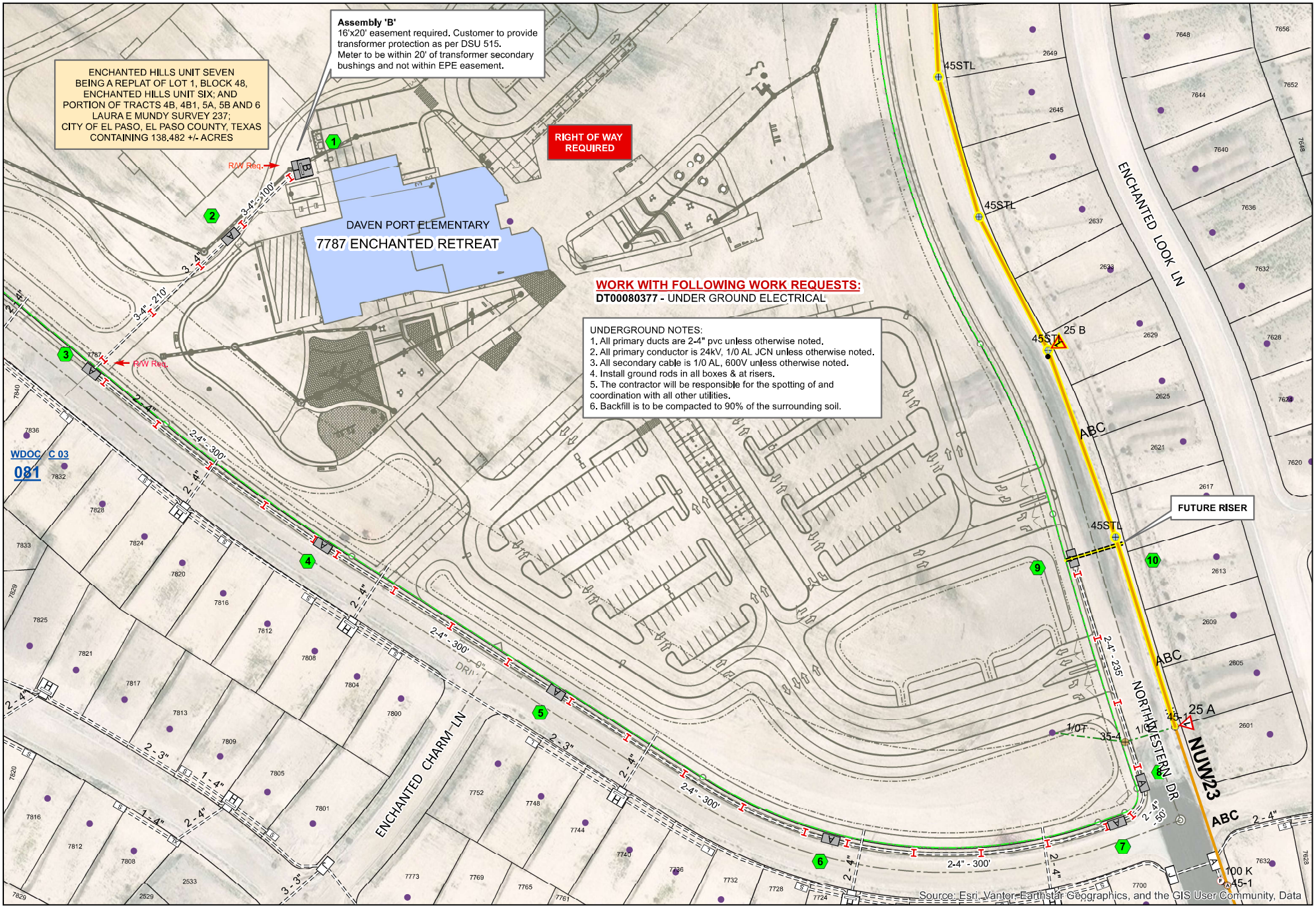
Planner: Michael Archuleta
Planner Phone: 915-351-4288
Planner Cell: 915-472-5810

Ess: Omar Torres
Ess Phone: (915) 521-4745

Customer: 7787 ENCHANTED RETREAT
Customer Phone: 903-705-8927

EL PASO ELECTRIC

DT00080377
10/21/2026



1 inch = 60 feet

Work Order # : DT00083935
Tax District : 081
Feeder : NUW23

7787 ENCHANTED RETREAT

Northwestern Dr and Hunter Foster Dr Canutillo, TX 79835

UNDERGROUND MAP
EXHIBIT A

Planner: Michael Archuleta
Planner Phone: 915-351-4288
Planner Cell: 915-472-5810

Ess: Omar Torres
Ess Phone: (915) 521-4745

Customer: 7787 ENCHANTED RETREAT
Customer Phone: 903-705-8927

EL PASO ELECTRIC

DT00083935
10/21/2026

El Paso Electric Company
Electronic Payment Instructions

Company Name	El Paso Electric Company
Tax ID#	74-0607870
Address	100 N. Stanton, EL Paso, Texas, 79901
Payment Contacts	Alfredo De Santiago - Financial Analyst Cash Management (915)543-5929 alfredo.desantiago@epelectric.com Jo Ann Judd - Manager Cash Management (915) 543-5961 joann.judd@epelectric.com Laura A. Rodriguez - Financial Analyst Cash Management (915)543-2022 laura.rodriguez3@epelectric.com

Account number: 4825879174
Account type: Checking
ACH routing: 121000248
Wire routing: 121000248
SWIFT/BIC code: WFBIUS6S
Bank name and address: Wells Fargo Bank, 420 Montgomery Street, San Francisco, CA 94104

Note: Please send an email to *misc.ar@epelectric.com* prior to sending wire payment with the purpose of the payment and EPE internal contact to ensure your electronic transfer is accurately accounted.

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 11/17/2026

Subject/Title for Agenda Posting: Approval of the License use and Easement Agreement for Private use of District Real Property (License L-3724) with El Paso County Water Improvement District No. 1 for the Canutillo Middle School Project.

Justification Statement: The Nemexas Ditch Right-of-Way Agreement is necessary to obtain authorization for the required crossing associated with the Canutillo Middle School project. The agreement establishes the terms and conditions for the use of the designated right-of-way and coordination with El Paso County Water Improvement District No. 1 (EPCWID 1).

Approval will support the coordination and completion of the necessary construction activities, maintain the project schedule, and ensure compliance with applicable requirements.

Purpose of Agenda Item: ☐ Information ☐ Discussion ☒ Action

Item Type: ☐ Curriculum & Instruction ☐ Human Resources ☐ Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary: The Nemexas Ditch Right-of-Way Agreement is required to obtain authorization from El Paso County Water Improvement District No. 1 (EPCWID No. 1) for the proposed improvements associated with the Canutillo Middle School project. The agreement provides for a 25-year license allowing Canutillo Independent School District to place a portion of the Nemexas Drain underground within an 8' x 8' single-barrel concrete box culvert adjacent to the new campus. The scope of work also includes the construction of two ingress and egress driveways to provide campus access.

The item was previously reviewed and approved by the EPCWID No. 1 Board on November 10, 2026, and is now being presented to the CISD Board for consideration and approval. Board approval will authorize the District to proceed with the agreement and coordinate the required construction activities, supporting the continued development of the school site and maintaining the project schedule.

RECOMMENDATION: It is recommended that the Board approve the License L-3724 for Private use of District Real Property with El Paso County Water Improvement District No. 1.

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

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

REQUESTING DEPARTMENT: Operations

CONSEQUENCES OF NON-APPROVAL: Non-approval may delay the required right-of-way authorization and ditch crossing activities, potentially impacting construction progress and the overall project schedule for Canutillo Middle School.

IMPLEMENTATION TIMELINE: Upon Board Approval

ATTACHMENT(S): ✔
EPCWID No. 1 License L-3724 – Nemexas Drain / Canutillo Middle School

LICENSE FOR PRIVATE-USE OF DISTRICT REAL PROPERTY

Canutillo Independent School District – for a 25-year license to construct an 8' X 8' Single Barrel, Concrete Box Culvert, place the drain underground, and use the surface area for ingress and egress of the Nemexas Drain (a drainage canal) from Upper Valley Road to Canutillo Middle School, approximately Station 252+61 to 262+88

This License is entered into between the El Paso County Water Improvement District No. 1, a political subdivision of the State of Texas existing pursuant to Article XVI, Section 59, of the Constitution of the State of Texas ("District"), and Canutillo Independent School District ("Licensee"), a political subdivision of the State of Texas, authorized to do business in the State of Texas.

WITNESSETH

In consideration of the mutual covenants and agreements of this License and other good and valuable consideration, the parties agree as follows:

1.0 PURPOSE OF LICENSE

Subject to the terms and conditions described herein, this License is for the sole purpose of the Licensee's use to construct, operate, install, maintain, inspect, repair, replace, or remove an 8' X 8' Single Barrel, Concrete Box Culvert, place the drain underground, and use the surface area for ingress and egress at the location shown as the "Easement" described and depicted on the survey drawings, field notes, or drawings attached as Exhibit "A", being a total surface area of approximately 133,437 square feet, and engineering drawing attached as Exhibit "B"; all of which is fully incorporated herein by this reference. The purpose of the Easement is limited to the private use of the Licensee and the Easement shall not be used for public, community, or third-party purposes, except in accordance with Section 11 below. Any substantial or significant addition or changes to the use set forth in the application for this License may require administrative review and a reasonable fee for such review.

2.0 TERM OF LICENSE

The term of this License shall be for twenty-five (25) years commencing on November 10, 2026, (the Commencement Date) and expiring at midnight November 9, 2051, (the Expiration Date).

3.0 CONSIDERATION

This License is granted for good and valuable consideration including Licensee's payment to District of the sum of $20,015 upon execution of this License, and shall make payments each year during the term of this agreement of $20,015, increased each year to account for inflation using the United States Bureau of Labor Consumer Price Index. Such payments shall be made prior to November 10 of each year and failure to make such payment prior to November 10 of each year shall place the Licensee in breach and default of this License and the District may invoke any remedies provided for under this License or available to the District by law. The annual payment shall be increased each succeeding year for inflation by multiplying $20,015 by the ratio of CPI_2 / CPI_1 where CPI_1 equals 322.153 and is the annual average U.S. Bureau of Labor Statistic Consumer Price Index U.S. (All items, 1982-84=100-CUUR0000SA0) for the year 2025 and CPI_2 is the index for the year immediately prior to the current year. For example, if the year is 2027, and the 2026 CPI_2 is 340.000, then the charge for 2027 would be $20,015 x 340.000/322.153 = $21,124.

4.0 LICENSE RENEWAL

Licensee may request that the District renew this License for a twenty-five (25) year term so long as Licensee has not breached the terms and conditions of this License during the initial term. Licensee shall make such request by written notice to the District at least sixty (60) days prior to the Expiration Date. Prior to the effective date of any renewal of this License, Licensee shall pay to the District a fee to be negotiated by the District and Licensee. THE DISTRICT RETAINS THE RIGHT TO DENY ANY REQUEST TO RENEW THIS LICENSE FOR ANY REASON. Nothing in this License shall prevent Licensee from exercising its eminent domain powers.

5.0 RIGHT OF INGRESS AND EGRESS

The District grants to Licensee the right of ingress and egress to the Easement for the purposes identified in this License in Section 1.0 set out above, provided that the Licensee shall not disturb or interfere with District's use of the Easement or any other property of the District, including without limitation any surface, subsurface or aerial portions.

6.0 COORDINATION OF CONSTRUCTION

6.1 Licensee agrees to give notice to the District and coordinate with the District's Licensing Manager or Supervisor seventy-two (72) hours prior to any construction by Licensee, or its agent(s) or contractor(s) on the Easement. To the extent any construction

on the Easement may have already commenced, the District shall have the right to inspect and review such construction to determine whether the same meets the District's Design Standards in effect at the time such inspection or review is done by the District. If the District determines that any part of such construction does not meet the District's Design Standards, then within twenty-one (21) calendar days after written notification from District, the Licensee shall modify or reconstruct any such construction in a manner consistent with the District's Design Standards, as well as applicable federal, state, local laws, and the National Electrical Safety Code (NESC) standards.

6.2 If the District determines that any part of such construction does not comply with the Application To Use District Property submitted by Licensee, does not meet the District's Design Standards, or interferes with the operation, maintenance or administration by the District of its facilities, the District shall have the right to order, on not less than three (3) hours written notice from the District's General Manager, that all construction cease until corrective action taken by Licensee, or its contractors or agents which, in the sole and absolute judgment of the District's licensed engineer, is adequate to remedy the problem cited for the work stoppage.

7.0. OPERATING RULES AND LAWS

7.1 Licensee represents, warrants, and agrees that it will conduct its activities on the Easement in compliance with all applicable environmental laws, ordinances, rules, regulations and policies and shall comply with all federal, state and local laws, ordinances, rules, regulations and policies applicable to its construction and operations under this License.

7.2 Licensee's acceptance of this License, upon payment of the sum due, shall constitute a waiver of any claims or causes of action against the District based on any provision of Chapter 181 of the Texas Utilities Code that may arise in connection with or during the term of this License and any renewal term under Section 4.

8.0 CULTURAL VALUES

Should evidence of historical, archeological, or paleontological sites be discovered in the course of Licensee's construction or use of the Easement, Licensee shall immediately suspend construction or operations and advise the District. Licensee acknowledges the existence of an agreement between the District and the State of Texas and/or the State Historical Preservation Officer for the State of Texas and accepts this License subject to all provisions of such agreement.

9.0 CONCEALED CONDITIONS OR OBSTACLES

Licensee accepts the Easement in its existing condition. Except to the extent liable under the Texas Tort Claims Act, District shall not be responsible for any condition (open or concealed), defects, or obstacles encountered by Licensee, and District makes no warranties or representations related to any condition of the Easement.

10.0 INTERFERENCE PROHIBITED

Licensee's activities shall be conducted so as not to interfere with the operation, maintenance or administration by District of its water improvement district and its facilities. Licensee shall reimburse District for any documented repairs, maintenance or expense required or incurred by District, which repair, maintenance, or expense is caused by Licensee's activities on the Easement. Licensee shall make such reimbursement within 30 days after written notice to Licensee.

11.0 USE LIMITATION

11.1 Use of the Easement by Licensee is limited to those uses specified in this License. This License: (a) does not grant any rights to water; and (b) does not allow Licensee to restrict entry or use by District, its agents, servants, employees, constructors, or invitees to the Easement, or any surface, subsurface or aerial portions of it.

11.2 Licensee shall never dedicate, grant, or convey any right to the Easement to a third party without the prior written consent of District. Any dedication, grant, or conveyance of any right to the Easement by the Licensee, including but not limited to, dedication, grant, or conveyance of a public highway, street, or roadway, without the prior written consent of District shall not be valid and shall constitute a breach of the obligations imposed upon Licensee under this License and entitle District to invoke any remedy District may have under the terms of this License or otherwise by law.

12.0 INDEMNITY AND INSURANCE

12.1 To the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with Licensee's use of or presence on the Easement; but in each instance, only to the extent the liability, loss, claim, demand, or action is determined attributable to Licensee's negligence, gross negligence, strict liability in tort or willful misconduct. This provision shall survive the expiration or earlier termination of this License.

12.2 At all times during the term of this License, Licensee agrees to procure and maintain in force, at its expense, a commercial general liability insurance policy adequate to protect District against liability for damage claims through use of or arising out of accidents occurring in and around the Easement, in minimum coverage amounts acceptable to District. Such insurance policy shall name District as an additional insured and contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days' prior written notice has been given to District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a certificate evidencing such insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. If the Licensee is a governmental entity and is self-insured, then at all times during the term of this License, Licensee agrees to self-insure against liability for damage claims through use of or arising out of accidents occurring in and around the Easement in minimum coverage amounts acceptable to the District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a letter evidencing such self-insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. The insurance requirements contained herein are not intended nor shall inure to the benefit of any third party.

12.3 District shall have no liability to Licensee for any damage to Licensee's property on the Easement, and Licensee shall hold District, its officers, directors, employees, engineers, attorneys, and agents harmless from any claim, damage, or demand resulting from such damage, to the extent allowed by law.

13.0 MAINTENANCE

13.1. Licensee shall be responsible for any and all maintenance associated with Licensee's use of its facilities in the Easement. Such maintenance shall include, but not be limited to: (a) repair and upkeep of the Easement and Licensee's facilities located thereon; (b) removal of deposited sediment, trash, weeds, and other debris from within the Easement; (c) control of vectors and other pests associated with the Easement and Licensee's facilities located thereon. Such maintenance shall be conducted by Licensee as needed, annually or on written request by District, between the end of each irrigation season and December 31, or at other times upon written notification by District to Licensee. Such maintenance shall not interfere in any manner whatsoever with the construction, operation, and maintenance of any part of District's facilities or the Rio Grande Reclamation Project. District shall be notified at least forty-eight (48) hours in

advance of any planned maintenance, unless under emergency conditions when notification shall be timely. Any violation by Licensee of its maintenance obligation as set forth in this section shall constitute a breach of this License by Licensee and shall entitle District to invoke any and all remedies provided under this License or otherwise by law.

13.2 Damage to District's Facilities. In addition to all other remedies provided under this License and by law to District, Licensee shall repair or reimburse the District for the repair costs and any other actual damages to the District's facilities, which damages are caused by Licensee's maintenance, operation, or use of the Easement, whether or not such damages are caused by Licensee's negligence or Act of God.

14.0 NO WARRANTY OF TITLE

District makes no warranties or representations of title or interest in the Easement or legal authority to make this License. This License is granted only to the extent of District's interest, if any, in the Easement and is subject to all prior and existing leases, easements, licenses, and other rights of use pertaining to the site of the Easement.

15.0 DEFAULT

In the event of any breach by Licensee in the performance of any term or condition of this License which breach continues for thirty (30) days after written notice from District of such breach, District may declare a default and terminate this License without further notice, and/or invoke any other remedy provided by this License or law or equity, including without limitation, injunctive relief and damages without refund of any consideration or of any amounts previously paid to District by Licensee.

16.0 USE OF PROPERTY BY DISTRICT

The District retains and reserves all right, title and interest in the Easement and in the site of the Easement, and shall continue to enjoy use of the Easement, including all surface, subsurface and aerial portions, for any and all purposes not inconsistent with the use granted to Licensee by this License. District shall have the right to use the Easement without payment to Licensee.

17.0 NOTICES

17.1 All notices, requests, demands, and other communications required by or made in connection with this License shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensee, to:

Canutillo Independent School District
Attn: Superintendent
7965 Artcraft Road
P.O. Box 100
Canutillo, Texas 79932
Phone 915.877.7400

If to District, to:

General Manager
El Paso County Water Improvement District No. 1
P.O. Box 749
Clint, Texas 79836-0749
Phone: (915) 872-4000
Fax: (915) 851-0091

17.2 Any notice given in accordance with this Section shall be deemed received upon receipt if by personal delivery, two (2) days after deposit in the U.S. Mail if sent certified mail, or the following business day if sent by overnight carrier.

17.3 District and Licensee shall promptly notify the other party of any changes in address, telephone number or facsimile number.

18.0 EXPIRATION OR TERMINATION

18.1 Within sixty (60) days after expiration or termination of this License, Licensee shall remove all of the Licensee's facilities from the Easement and shall restore the site of the Easement to the condition that such Easement existed at the commencement of this License or to a condition that is reasonably close to the condition that such Easement existed in at the commencement of this License and is approved in writing by the District. Upon Licensee's failure to remove its facilities from the Easement within sixty (60) days after the expiration, termination, or revocation of this License, Licensee shall pay District for all of District's expenses related to removal of the facilities.

18.2 Any illegal use of or illegal activity by the Licensee on the Easement or the site of the Easement shall be cause for immediate termination of this License.

19.0 ENTIRE AGREEMENT

This License contains the entire agreement between the parties and supersedes previous agreements or licenses, if any, relating to the subject matter of this License. Any oral representations or modifications concerning this License shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by the parties.

20.0 ASSIGNMENT

The Licensee may assign this License to any successor to the Licensee whether by merger, consolidation, sale of assets, or otherwise; provided that successor shall be bound by and comply with the terms of this License, that the successor is in good standing with the District, and that the Licensee first obtain the written approval of the District.

21.0 TEXAS LAW TO APPLY

This License is to be construed under Texas law. Venue for any suit brought on this License by either party shall be El Paso County, Texas, in a court of competent jurisdiction.

22.0 SEVERABILITY

If any one or more of the provisions contained in this License are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this License, which will be construed as if it had not included the invalid, illegal, or unenforceable provision, provided such provision or provisions are not essential to the substance of this License. If such provision or provisions are essential to the substance of this License, this License shall be deemed null and void, and there shall be no refund of any consideration paid in connection with this License.

23.0 RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this License are cumulative, and either party's exercise of any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

24.0 ATTORNEY'S FEES

If, as a result of either party's default under this License, the other party employs an attorney or attorneys to enforce its rights under this License, then the party adjudged to be

in default will pay the other party the reasonable attorney's fees and costs incurred to enforce the License.

25.0 TITLES

The titles of the articles, paragraphs, and sections of this License are intended for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of this License.

26.0 RECORDING OF LICENSE

The District may record this License with the Real Property Records of El Paso County, Texas.

27.0 APPLICATION TO USE DISTRICT REAL PROPERTY

This License is granted based in part on the reliance on the information supplied and the interpretation made by the Licensee to the District in the Licensee's "Application to Use District Property" and that such information was true and correct. Should any part of such information be determined by the District to be incorrect or wrong, this License may be reevaluated by the District. If this License, based on the correct information, is found by the District to be detrimental to the District interests, then the Licensee may be determined by the District to be in breach and the District may invoke the provisions of Section 15 of this License.

28.0 DISCHARGE OF NON-AGRICULTURAL STORM WATER OR RUNOFF

This license does not permit the discharge of any kind into the District's drainage or irrigation canals or other facilities. Such prohibited discharges include, but are not limited to, non-agricultural storm water, runoff from nonagricultural land, groundwater, effluent, sewage, or chemicals of any kind.

29.0 ADEQUACY OF FACILITIES

By executing this License, the Licensee acknowledges that District makes no warranty, promises, or conditions regarding the adequacy of the District's facilities, including but not limited to the District's drainage and irrigation canals, to convey water, including storm water runoff or flood water. The Licensee further acknowledges that during flooding, water may flow from the District facilities and flood the Easement, the Licensee's land, property, and/or facilities, and to the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees,

engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with any flooding or storm water that may result, in part or in full, because of the Licensee use of the Easement granted under this License.

30.0 CONSTRUCTION CONTRACTOR

Licensee shall incorporate the terms and conditions of this License in any construction contract applicable to this License. Any contractor employed by Licensee shall, in its contract with Licensee, expressly assume performance of the work subject to the terms and conditions of this License.

IN WITNESS WHEREOF, the parties have executed this License in duplicate counterparts, each of which has the full force and effect of an original. This License is effective on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

By: _____ Date: _____

Arthur H. Ivey, Jr.
President, Board of Directors

Licensee: Canutillo Independent School District, a political subdivision of the State of Texas in the State of Texas

By: _____ Date: _____

Printed Name: _____ Title: _____

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 11/17/2026

Subject/Title for Agenda Posting: Approval of the 2026–2027 Special Education Interlocal Agreement Between Canutillo Independent School District and Education Service Center Region 19 Head Start Program.

Justification Statement: This agreement is necessary to ensure continued collaboration between Canutillo ISD and ESC Region 19 Head Start in identifying, evaluating, and providing appropriate special education services to eligible preschool-aged children. The partnership supports early identification and intervention, ensures compliance with state and federal special education requirements, and promotes a smooth transition for students entering the District's educational programs.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Jessica Arellano

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary:

Administration is requesting Board approval of the 2026–2027 Special Education Interlocal Agreement between Canutillo ISD and ESC Region 19 Head Start. This agreement establishes the responsibilities of both agencies in identifying, evaluating, and providing special education and related services to eligible preschool-aged children residing within District boundaries and enrolled in Head Start.

The partnership supports early identification, timely evaluations, appropriate service delivery, and coordinated transitions into District programs while ensuring compliance with state and federal special education requirements.

RECOMMENDATION:

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): No cost to the District. This agreement does not require the expenditure of District funds and creates no additional financial obligation

ACCOUNT NO(S):

N/A N/A N/A

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

REQUESTING DEPARTMENT:

Special Education Department

CONSEQUENCES OF NON-APPROVAL:

If the agreement is not approved, the District may experience challenges in coordinating timely evaluations, special education services, and transitions for eligible preschool-aged children enrolled in Head Start. This could impact service delivery and increase the risk of noncompliance with state and federal special education requirements.

IMPLEMENTATION TIMELINE:

UUpon Board approval, the agreement will be implemented for the 2026–2027 school year. The District and ESC Region 19 Head Start will coordinate services throughout the school year, with annual reviews to ensure continued compliance and effectiveness.

ATTACHMENT(S):

SPECIAL EDUCATION INTERLOCAL AGREEMENT
ESC 19 HEAD START AND
Canutillo ISD

I. Agencies Represented

This Interlocal Agreement is between the Head Start Program administered by the ESC 19 Head Start ("ESC 19") and the Canutillo Independent School District as the responsible Local Education Agency ("LEA") for the purpose of providing special education services to children with disabilities enrolled in the Head Start Program who reside within the District for the 2026-2027 LEA school year.

II. Purpose of Agreement

In order to facilitate further cooperation between the above-named programs for services to children with disabilities, the following agreement is made. All areas of collaboration involving LEA and the ESC 19 Head Start Program will be in accordance with the policies and procedures of all sponsoring agencies. In order to facilitate collaboration between the above-named agencies for the identification, evaluation, eligibility determination, placement, and provision of special education and related services for children with disabilities, this agreement establishes procedures consistent with the Individuals with Disabilities Education Act (IDEA), 34 CFR Part 300, and the Head Start Program Performance Standards (45 CFR §§1302.33, 1302.61, and 1302.63). Both agencies agree to collaborate to ensure timely identification, referral, evaluation, service delivery, transition planning, and information sharing, consistent with parental consent and confidentiality requirements.

III. Agency Responsibilities

A. Initial Procedures

1. LEA

a. The LEA will designate a liaison to work with both Head Start staff in the district and the ESC 19 Disabilities and Mental Health Program Manager.

b. The LEA Liaison will inform Head Start of appropriate procedures for special education referrals as implemented in the LEA.

c. The LEA Liaison will inform Head Start about appropriate training opportunities available for Head Start teachers and parents of children with disabilities. The LEA Liaison will share upcoming appropriate training opportunities for Head Start teachers and parents of children with disabilities during the ESC Region 19 Special Education Director Meetings or by email.

d. The LEA will provide the Head Start Disabilities and Mental Health Program Manager with current contact information for the designated special education liaison, referral contact, records request contact, evaluation coordinator, and any other personnel responsible for coordinating services under this Agreement.

2. ESC 19 HEAD START PROGRAM

a. ESC 19 will designate a Head Start Disabilities and Mental Health Program Manager and Liaison.

b. The Head Start Disabilities and Mental Health Program Manager will collaborate with the LEA Liaison to coordinate respective duties and procedures to permit each Agency to fulfill its respective obligations within the timeframes required by law.

c. Head Start will obtain written parental consent prior to the release of confidential records, in accordance with FERPA, IDEA, and the Head Start Program Performance Standards.

B. Child Find Referrals to LEA

1. LEA

a. In order to satisfy Child Find responsibilities, the LEA will receive, track, and process each referral for special education as required under IDEA and in accordance with timelines.

b. LEA will initiate the first parent contact attempt within ten business days after receiving a referral from Head Start and provide registration information.

c. LEA will contact the Head Start Disabilities and Mental Health Program Manager or Liaison when unable to reach the parent.

d. LEA will contact the Head Start Disabilities and Mental Health Program Manager or Liaison if the parent refuses for the child to be evaluated.

e. The LEA will acknowledge receipt of Head Start referrals within five (5) business days and, upon request, provide referral status updates until eligibility has been determined.

f. The LEA will notify Head Start when evaluation appointments are scheduled, when evaluations cannot be completed within required timelines, or when additional information is needed, as permitted by parent consent.

2. ESC 19 HEAD START PROGRAM

a. Head Start will refer any 3, 4, or 5-year-old children suspected of having a disability and a need for specialized instruction in accordance with IDEA to the LEA Special Education Department. Referral will include:

- Consent for disclosure of confidential information signed by parent;
- Relevant assessments, including vision and hearing screening;
- Sociological information
- Any other relevant information for the special education referral process

b. Head Start will email all referrals to the LEA Special Education Department office within 3 business days of Head Start's receipt of parental consent for evaluation. Head Start will submit referrals within three (3) business days following receipt of signed parental consent and completion of the referral packet.

c. Head Start will contact the LEA to follow up on referrals on a monthly basis via report to the LEA Liaison.

d. Head Start will assist the LEA in contacting the parent if the LEA has not been able to reach the parent.

e. Head Start will maintain documentation of referral dates and collaborate with the LEA to monitor compliance with IDEA timelines.

C. Assessment Procedures

1. LEA

a. The LEA will provide appropriate assessment for children referred to the LEA for a suspected disability within legal timelines from which the date the consent is signed. The LEA will obtain informed written consent for evaluation and complete all assessments, eligibility determinations, and ARD meetings within IDEA and Texas Education Agency timelines.

b. Following appropriate parental consent, the LEA will provide Head Start with copies of the Full Individual and Initial Evaluation (FIIE), eligibility determination, ARD/IEP, and any amendments necessary for implementation of services.

c. A written assessment and eligibility report will be completed by the evaluator, which will be provided to the Head Start representative at the initial ARD, when a Head Start representative is in attendance. If the Head Start representative is not present, then paperwork will be forwarded to the Head Start Disabilities and Mental Health Program Manager via email at cramirez01@esc19hs.net and to llasalde-rios@esc19hs.net.

.

d. LEA will contact the Disabilities and Mental Health Program Manager or Liaison if unable to contact parents.

2. ESC 19 HEAD START PROGRAM

a. Head Start will inform LEA if a child has received prior formal assessments from a private agency/provider, with parental consent. Head Start will provide copies of formal assessments to LEA upon request.

b. Head Start teaching staff will complete developmental observations, classroom reports, behavior rating scales, and other evaluation information requested by the LEA to assist in determining eligibility.

c. Head Start will provide appropriate space within the Head Start center for evaluations whenever feasible.

D. ARD Procedures

1. LEA

a. LEA will contact and invite the Disabilities and Mental Health Program Manager or Head Start representative to ARD meetings to be held for children being considered for placement in Head Start or for those children with disabilities currently enrolled in Head Start. LEA will notify Head Start of the ARD meeting at least five days in advance.

b. The LEA will consider developmental information, classroom observations, and recommendations provided by Head Start staff during eligibility determination and IEP development.

c. If the Head Start representative is unable to attend the ARD, LEA will provide Head Start with a copy of the ARD / IEP, assessment report, and eligibility report. LEA will email it to cramirez01@esc19hs.net and llasalde-rios@esc19hs.net.

2. ESC 19 HEAD START PROGRAM

a. A representative from Head Start will be invited to the ARD / IEP meeting in the following instances:

i. for currently enrolled Head Start student
ii. for a student being considered for Head Start placement
iii. for annual review meeting

b. Head Start will provide present level of academic achievement and functional performance and speech progress notes for children in Head Start only, and receiving speech therapy with Head Start when requested by LEA at least two weeks prior to Annual ARD.

c. Head Start representatives will participate in ARD meetings, when available, to provide information regarding the child's educational performance, functional skills, classroom accommodations, and family concerns.

E. Implementation of Services

1. LEA

a. The LEA will ensure services are provided in the Least Restrictive Environment (LRE) as determined by the ARD Committee in accordance with IDEA.

b. The LEA will provide services to all children in Head Start who are dually enrolled in both settings.

c. The LEA will provide educational and related services, such as OT / PT, for children in Head Start and will provide the necessary equipment as noted in the ARD/IEP.

d. The LEA will notify Head Start of any changes to the student's IEP, service schedule, or placement that affect services provided within the Head Start setting.

2. ESC 19 HEAD START PROGRAM

a. Head Start will provide speech therapy for children only enrolled in Head Start, who are not dually enrolled.

b. Head Start will provide LEA with 9-week speech therapy progress reports for children who are not dually enrolled and are receiving speech services from Head Start.

c. Head Start will participate with the LEA Special Education program in Child Find activities and provide the required student information for the federal funding child count.

d. Head Start teaching staff will implement classroom accommodations, modifications, and behavioral supports identified within the child's IEP that are appropriate to the Head Start setting.

e. Head Start staff will collaborate with LEA personnel regarding implementation of services and progress monitoring.

F. Background Checks and Safety Requirements

1. LEA

a. The LEA certifies that all employees, contractors, and service providers assigned to provide services within Head Start facilities have met all applicable federal, state, and local criminal history background check requirements and are eligible to work with children in accordance with Texas law and LEA policy.

b. The LEA shall ensure its personnel comply with all Head Start site safety, security, confidentiality, visitor management, and emergency procedures while providing services at Head Start locations.

c. LEA personnel shall maintain appropriate professional licensure and certifications required to provide special education and related services.

2. Head Start

a. Head Start will provide LEA personnel with information regarding applicable site procedures, including visitor sign-in requirements, emergency response procedures, health and safety protocols, and any program-specific requirements prior to providing services on campus.

b. Head Start will provide LEA personnel reasonable access to facilities necessary to implement services identified in the child's IEP while maintaining a safe and secure learning environment for all children.

c. Head Start will promptly notify the LEA of any health, safety, or security concerns that may affect service delivery.

G. Transition Procedures

1. LEA

a. Participate with Head Start in transition planning activities for children entering public school.

b. Coordinate transition meetings as appropriate.

c. Share enrollment procedures with families.

2. Head Start

a. Coordinate transition activities with families and the LEA.

b. Provide child records with parent consent.

c. Participate in transition meetings.

H. Confidentiality

Both agencies shall maintain confidentiality of student information in accordance with IDEA, FERPA, HIPAA (when applicable), and the Head Start Program Performance Standards. Records shall only be exchanged with documented parental consent unless otherwise permitted by law.

I. Data Sharing

Both agencies agree to share information necessary for educational planning, service coordination, Child Find, and implementation of services following receipt of appropriate parental consent. LEA will provide the District's Data Sharing Agreement for mutual agreement and execution by both parties.

J. Dispute Resolution

In the event concerns arise regarding implementation of this agreement, the designated LEA Liaison and Head Start Disabilities and Mental Health Program Manager will meet within ten (10) business days to resolve concerns prior to elevating issues to agency administration.

IV. Term

The term of this Agreement shall be for a primary term coterminous with the 2026-2027 LEA school year. The Agreement shall automatically renew annually. This Agreement shall be reviewed annually by both parties and revised as necessary to remain compliant with changes in federal or state law. Either party to this Agreement may terminate the Agreement at any time for any reason by giving the other party 90 days' advance written notice. Either party to this Agreement may terminate this Agreement at its option if the other party has materially breached this Agreement and such breach continues for more than 30 days after written notice from the non-breaching party to the breaching party. Notwithstanding anything herein to the contrary, either party may terminate this Agreement at the end of any budget year in the event funds for the succeeding budget year have not been appropriated, despite good faith efforts to do so.

V. Miscellaneous

A. **Entire Agreement.** This instrument contains the entire agreement between the parties and supersedes all other prior negotiations, undertakings, notes, memoranda, and agreements, whether written or oral, concerning the specific subject matter hereof.

B. **Waiver.** No waiver, alteration, amendment, or modification of this Agreement, or any covenant, condition, or limitation contained in this Agreement, is valid unless in writing and duly executed by the party to be charged therewith. No waiver by any party of any breach of any provision herein shall be construed to be a waiver of any succeeding breach of the same
provision or the nonperformance of any other obligation contained herein.

C. **Illegality/Unenforceability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then (1) the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, and (2) this Agreement shall be construed so as to effectuate as nearly as possible the intent of said provision and the intent of the parties hereto.

D. **Successors and Assigns.** This Agreement, and the rights and benefits under this Agreement, shall not be assignable without the written consent of each of the parties hereto.

E. **Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. No provision of this Agreement is a consent to suit.

F. **Third Parties**. This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

G. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers, or any other similar such relationship between the parties hereto.

H. **Electronic Signatures.** The parties agree that the electronic signature of this Agreement shall be deemed to be valid, binding, and legally enforceable.

Dr. Jesica ~~Arellano, Interim~~, Director of Special Education
Canutillo ISD

Date

Dr. Josue Borrego, Superintendent of Schools, Canutillo ISD

Date

Socorro Rodriguez, Head Start Director
ESC 19

Date

Dr. Armando Aguirre, Executive Director
ESC 19

Date

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the Educational Experience Affiliation Agreement between The University of Texas at El Paso and Canutillo ISD Special Education Department

Justification Statement: The agreement defines the responsibilities of The University of Texas at El Paso and CISD Special Education Deparment, ensures compliance with applicable laws and accreditation requirements, protects student information under FERPA, and supports the development of future professionals in education and rehabilitation services. This partnership provides mutual educational benefits without creating a significant financial obligation for the District and strengthens collaboration with a local institution of higher education.

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

Staff Responsible: Jessica Arellano

Signature of Requester(s)

_____

Signature of Presenter(s)

_____ _____

Business Services Approval (Initials) *Date*

Agenda Summary:

Approval of Educational Experience Affiliation Agreement between The University of Texas at El Paso (UTEP) and the Canutillo ISD Special Education Department

Review and consider approval of the UTEP-CISD - educationalAffiliationAgreement, which establishes a partnership to provide supervised educational experiences for UTEP students within District programs. The agreement outlines the responsibilities of both parties, ensures compliance with applicable legal and educational requirements, protects student confidentiality, and supports workforce development through collaboration with a local institution of higher education.

RECOMMENDATION:

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): No cost to the District. This agreement does not require the expenditure of District funds and creates no additional financial obligation

ACCOUNT NO(S):

N/A N/A N/A

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

REQUESTING DEPARTMENT:

Special Education Department

CONSEQUENCES OF NON-APPROVAL:

If the Educational Experience Affiliation Agreement is not approved, The University of Texas at El Paso (UTEP) students may be unable to complete supervised educational experiences within Canutillo ISD programs, limiting opportunities for collaboration between the District and the university.

IMPLEMENTATION TIMELINE:

Upon approval and execution by both parties, the agreement becomes effective and educational experiences may begin as coordinated between The University of Texas at El Paso (UTEP) and the Canutillo ISD Special Education Department. The agreement remains in effect until terminated by either party in accordance with the agreement terms.

ATTACHMENT(S):

Docusign Envelope ID: E18990BB-9E09-88DA-8046-AA8A8509A7FB

EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT ("Agreement"), effective as of the date of last signature below ("Effective Date"), is between The University of Texas at El Paso, ("University"), a Texas State Agency, Texas Public Institution of Higher Education and component institution of The University of Texas System, ("System"), and Canutillo ISD Special Education Department ("Facility").

Recitals

A. Facility operates facilities located at 8401 Remington Dr. in the City of Canutillo, State of Texas, and therein provides Rehab services.

B. University provides academic courses and periodically desires to provide students in its educational programs with educational experience by utilizing appropriate facilities and personnel of third parties ("Program").

C. Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

Agreement

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions.

1. **PROGRAM AGREEMENT.** To become effective, all agreements with respect to a specific Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.

2. **CONFLICT.** In the event of conflict between the text of a Program Agreement and the text of this Agreement, this Agreement shall govern.

3. **AMENDMENT OF PROGRAM AGREEMENT.** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.

4. **RESPONSIBILITY OF FACILITY.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

    a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

Docusign Envelope ID: E18990BB-9E09-88DA-8046-AA8A8509A7FB

b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

(1) Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) calendar days prior to the date the appointment is to become effective.

(2) University shall notify Facility of University's approval or disapproval of such person within ten (10) calendar days after receipt of such notice.

(3) No person shall act as Facility Liaison without the prior written approval of University.

(4) In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph.

5. **RESPONSIBILITIES OF UNIVERSITY.** University will:

a. furnish Facility with the names of the students assigned by University to participate in the Program;

b. assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

c. designate a member of the University faculty ("University Liaison") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Liaison.

6. **NOTICES.** All notices under this Agreement or a Program 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.

7. **ORAL REPRESENTATIONS.** No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. **AMENDMENT TO AGREEMENT.** No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. **ASSIGNMENT.** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. **TERM AND EFFECTIVE DATE.** This Agreement shall continue in effect for an initial period ending five (5) years after the Effective Date ("Term"), unless one party shall give the other one hundred eighty (180) calendar days prior written notice of intention to terminate. If such notice of intention to terminate is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) calendar days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.

12. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

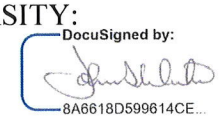
13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the education records of the Students who participate in the Program to the extent that access to the records is required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

14. **SIGNATURES.** This Agreement and any Program Agreement arising herefrom may be signed in counterparts, which together shall constitute one agreement. Facsimile, electronic and PDF signatures shall be deemed originals.

IN WITNESS WHEREOF, the authorized representatives of each party have executed this Agreement which shall be effective commencing on the date of the last authorized signature below.

UNIVERSITY:

DocuSigned by:

By: 
8A6618D599614CE...

_____,

John Wiebe, Ph.D.
Provost and Vice President for Academic Affairs

10/27/2026 | 4:53 PM MDT

Date: _____

FACILITY:

By:

_____,

Dr. Josue Borrego
Superintendent of Schools

Date: _____

Board of Trustees

Meeting Date: November 2026

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Report on Emergent Bilingual Students, Student Performance, Bilingual/ESL exception and waivers, and program evaluation

Justification Statement: The state mandates an annual report to the board of trustees detailing the number of emergent bilingual students in the district by campus.

Purpose of Agenda Item: ☒ Information ☐ Discussion ☐ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☐ Business Services

Staff Responsible: Esmeralda Aguilera

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary:

The Multilingual Department will present its annual report to the Board of Trustees on the status and progress of emergent bilingual student at CISD. The report will include EB student enrollment numbers by campus. It will also compare STAAR and TELPAS results to show how students are performing academically and progressing in English language proficiency. In addition, the report will include the number of students whose parents have declined bilingual or ESL services and their academic performance. The report will also address bilingual/ESL waivers, including the number of teachers serving under waivers and the district's efforts to meet certification requirements. Finally, it will highlight the supports and resources provided to EB students and teachers, along with areas where the district can continue to improve services and student outcomes.

RECOMMENDATION: n/a

PRIOR BOARD ACTION: n/a AWARDED: n/a AWARDED AMOUNT: n/a

AMOUNT(S): n/a

ACCOUNT NO(S): n/a n/a n/a

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

n/a

REQUESTING DEPARTMENT:

n/a

CONSEQUENCES OF NON-APPROVAL:

n/a

IMPLEMENTATION TIMELINE:

n/a

ATTACHMENT(S): ✓

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and recommendation to approve update to policy FFA (Local)

Justification Statement: To update policy FFA (local) to reflect new legislation.

Purpose of Agenda Item: ☑ Information ☐ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☐ HumanResources ☑ Business Services

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

Signature of Requester(s)

Signature of Presenter(s) 11/2/2026

Business Services Approval (Initials) *Date*

Agenda Summary:

Update FFA (Local) policy to develop nutrition guidelines, physical education and physical activity, and employee wellness as required to reflect new legislation and practices.

RECOMMENDATION: Administration recommends approval of the revised and updated local FFA policy on nutrition guidelines, physical education and physical activity, and employee wellness.

PRIOR BOARD ACTION: Yes AWARDED: 4/25/13 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:
Student Support Services Department

CONSEQUENCES OF NON-APPROVAL:
Non-compliance with TEA standards and legislation updates

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): ✓ Updated FFA (Local) policy

Wellness

The District shall follow nutrition guidelines that advance student health and reduce childhood obesity. Guidelines shall also address issues that negatively impact student health relating to the use of tobacco, steroids, drugs, and alcohol. The wellness program shall promote the general wellness of all students through nutrition education, physical activity, and other school-based activities.

Development of Guidelines and Goals

The District shall develop nutrition guidelines and wellness goals in consultation with the local school health advisory council and with involvement from representatives of the student body, school food service, school administration, the Board, parents, and the public. [See BDF and EHAA]

Nutrition Guidelines

The District shall ensure that nutrition guidelines for reimbursable school meals shall be at least as restrictive as federal regulations and guidance and that all foods available on each campus are in accordance with the Texas Public School Nutrition Policy. [See CO]

In addition to legal requirements, the District shall:

- Establish age-appropriate guidelines for food and beverages at classroom parties or school celebrations [see CO];
- Provide teachers with education and guidelines on the use of food as a reward in the classroom;
- Establish guidelines for school-sponsored fund-raising activities that involve serving or selling food; and
- Recommend that healthy food and beverage options be included at concessions at school-related events outside of the school day.
- Served meals through the district's food services program to comply with the National School Lunch and/or Breakfast standards for meal patterns, nutrient levels, and calorie requirements for the ages/grade levels served, as specified in 7 CFR 210.10 or 220.8, as applicable. USDA Meal

DRAFT

Pattern

Student Privacy and Non-Disclosure

- Protect the confidentiality of all students' eligibility status for free or reduced-price meals in accordance with federal requirements. No student shall be overtly identified at any point in the process of providing meals. The district utilizes a cashless point-of-sale system in which all students enter a unique identification code, ensuring anonymity regardless of payment status. Meal balances shall not be displayed publicly. The district participates in the Community Eligibility Provision (CEP), providing free meals to all students, further reducing the risk of identification.

Water Availability

- Ensure water fountains or water filling stations are available in all cafeterias. Water jugs and cups will be present in the cafeteria, and supervisory staff will allow students to access water throughout the meal period in case the water fountains are unavailable.
- Drinking water fountains shall be available throughout the school building.

Competitive Foods/Smart Snacks

The District shall comply with all federal and state nutrition standards for foods and beverages available to students on campus during the school day. The District shall follow the requirements established by the U.S. Department of Agriculture (USDA) under the Final Rule: *Nutrition Standards for All Foods Sold in School* (Smart Snacks in School).

All foods and beverages sold to students on District property during the school day shall meet USDA school meal and Smart Snacks nutrition standards. The school day is defined as the period from midnight before to 30 minutes after the end of the official school day.

In addition to legal requirements, the District shall:

- Apply these standards to all points of sale, including à la carte lines, vending machines, school stores, snack bars, and fundraisers conducted during the school day.

DRAFT

- Ensure that all food and beverage items served or sold to students during the school day meet all applicable federal, state, and local nutrient and competitive food standards.

Food Allergies

The District promotes healthy eating habits and participation in school meal programs. To support a positive school nutrition environment, outside food deliveries from restaurants and third-party delivery services for students during meal periods are discouraged and may be prohibited by campus procedures. This practice helps reduce disruptions, maintain campus security, and ensure equitable access to nutritious meal options, and helps with food allergies.

Meal Service Protection

The District shall prohibit the sale of competitive foods and beverages to students during designated meal service times when reimbursable meals are served or consumed.

After-School Activities

The sale of foods and beverages to students outside of the school day, at school-sponsored or school-related events, shall not be subject to Smart Snacks requirements; however, the District encourages the offering of healthy food and beverage options.

Fundraising

Campus organizations, including parent-teacher organizations (PTOs), may sell foods and beverages outside of the school day in accordance with local procedures and applicable state law.

Class Parties/Celebrations

The District shall establish guidelines for foods and beverages served during classroom parties and school-sponsored celebrations to support student health and align with federal, state, and local nutrition standards.

In addition, the District establishes the following requirements:

- Foods and beverages provided during classroom parties and celebrations should support the District's wellness goals and are encouraged to include healthier options.
- Classroom celebrations shall be limited in frequency as determined by District or campus procedures.
- Foods and beverages served during instructional time as part of celebrations shall comply with applicable Smart Snacks standards when sold, and shall be consistent with District wellness guidelines when provided.
- Teachers and campus staff shall be provided guidance on appropriate, non-food alternatives for rewards and celebrations.
- The use of food as a reward or punishment is discouraged and should not be used in a manner that promotes poor nutritional habits.
- Campus administrators shall ensure that celebration practices align with District wellness goals and are implemented consistently across grade levels.

Professional Standards for School Nutrition Staff

The District ensures annual training for food and nutrition services staff in accordance with USDA Professional Standards.

In addition to legal requirements, the District shall:

- Follow the professional development guidelines for food service directors, managers and staff. New and current food service directors must have at least 12 hours; new and current managers must have at least 10 hours; new and current staff must have at least 6 hours.

Nutrition Promotion and Education

The District shall implement, in accordance with law, a coordinated school health program that includes a nutrition education component. [See EHAB and EHAC] The District shall also provide a health education curriculum that emphasizes the importance of proper nutrition and healthy lifestyle choices. [See EHAA]

In addition, the District establishes the following goals for nutrition education:

- Students shall receive nutrition education that provides the

DRAFT

knowledge and skills necessary to promote lifelong health and support the adoption and maintenance of healthy eating behaviors.

- Nutrition education shall be provided at all grade levels and shall provide students with the knowledge and skills necessary to promote lifelong health and support healthy eating behaviors.
- Nutrition education shall be a Districtwide priority and shall be integrated, as appropriate, into other areas of instruction and the coordinated school health curriculum. Instruction shall be evidence-based and aligned with state standards and District curriculum expectations.
- Instruction shall be evidence-based and aligned with state standards and District curriculum expectations.
- Staff responsible for delivering nutrition education shall receive appropriate training and ongoing professional development to ensure effective implementation.
- Child Nutrition Program staff, teachers, and other District personnel shall collaborate to reinforce consistent nutrition messages in the cafeteria, classroom, and other school environments.
- Food and beverage marketing on District property during the school day shall be consistent with federal Smart Snacks standards.
- Nutrition education information shall be shared with families and the community to support healthy choices beyond the school setting.
- Nutrition education shall address chronic health conditions, including Type 1 and Type 2 diabetes, high blood pressure, and heart disease, as part of a comprehensive health curriculum.
- Nutrition education shall include opportunities, as appropriate, for students to learn about agriculture, food production, food systems, and the relationship between nutrition, local food sources, environmental sustainability, and lifelong wellness.

DRAFT

Nutrition Environment and Services

- All schools shall provide breakfast through the USDA School Breakfast Program.
- When special events feature outside food instead of regular school lunch, schools shall partner with the Child Nutrition Department. The cafeteria will provide smart food choices to complement the event's menu.
- Marketing strategies, such as taste tests and signage in the cafeteria, should be used to promote healthy food and beverages throughout the school. The healthiest choices, such as fruits and vegetables, will be prominently displayed in the cafeterias to encourage students to make healthy choices.
- The application is available during the registration period and on the district website.
- Students will have the opportunity to provide input on local, cultural, and ethnic favorites.
- Tutoring, club or organizational meetings scheduled during the lunch period shall allow students to get lunch to be consumed during meetings.
- All schools shall partner with the Child Nutrition Department during special events in which consumption of competitive foods are provided in place of school meals to be complimented by food choices offered through the school cafeteria.
- After obtaining food, students will have at least 15- 20 minutes to eat lunch.
- School meals will include fresh, locally grown foods, from farms engaged in sustainable practices whenever possible and these foods will be promoted in the cafeteria.
- The complete smart snacks standards for the district shall be posted as an active web link on the district website.
- Smart Snacks nutrition standards apply to all foods and beverages sold to students through district-sponsored

DRAFT

fundraisers, unless an exemption applies. Each school will be allowed to hold 6 exempt fundraisers per school year during which any food or beverages may be sold except during meal period.

- USDA Smart Snack standards will be applied at all school levels for beverages sold containing caffeine.
- Snacks in afterschool programs shall comply with the requirements defined in the Child and Adult Care Food Program.
- All snacks sold to students during after school programs will meet the same nutrition standards as foods sold during the school day.

Physical Education and Physical Activity

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades [see EHAB and EHAC].

In addition, the District establishes the following goals for physical activity:

- Physical education instruction shall be aligned with state curriculum requirements and designed to promote physical fitness, motor skill development, self-management, and lifelong wellness behaviors.
- Physical education for grades K-12 is required to be taught by a certified/licensed teacher who is endorsed to teach physical education.
- The school district shall provide all physical education teachers with annual professional development opportunities that are focused on physical education/physical activity topics and competencies specifically for physical education teachers.
- All students shall receive the minimum number of minutes per week of physical education instruction throughout the school year as required by law.
- The District shall provide an environment that fosters safe and enjoyable fitness activities for all students, including those

DRAFT

who are not participating in competitive sports.

- Physical education classes shall regularly emphasize moderate to vigorous activity.
- The District shall encourage teachers to integrate physical activity into the academic curriculum where appropriate.
- Teachers and other school staff shall receive training to promote enjoyable, life-long physical activity for themselves and students.
- ~~The District shall encourage parents to support their children's participation, to be active role models, and to include physical activity in family events.~~
- All schools are required to develop comprehensive school physical activity programs that address family and community engagement in physical activity, and provide a wide-variety of offerings.
- ~~The District shall promote involvement of community members in school activities.~~
- Physical activity opportunities shall be provided, as appropriate, throughout the school day, including recess, classroom activity breaks, and extracurricular activities.
- All schools shall provide opportunities for physical activity before, during, and/or after school through athletics, intramural activities, clubs, fitness programs, or other campus-sponsored activities.
- Each school should partner with local government and community-based agencies to support safe routes to school for all students who live within walkable/bikeable distance.
- All schools will develop joint-use agreements with community partners in order to provide expanded physical activity opportunities for all students and community members.
- Physical and Health Education classes and all other courses that utilize the state required curriculum will not be withheld from students as a punishment for poor behavior or incomplete class work.

DRAFT

- As a general guideline, students should not be deprived of recess or non-curricula physical activities as a penalty for inappropriate behavior or incomplete schoolwork. However, exceptions may be made at the principal's discretion based on individual student situations.
- Students shall not be required to engage in physical activity as punishment.
- Food rewards should be discouraged and teachers are provided with a list of healthier options and alternative ideas. We strongly recommend the use of physical activity as a reward when feasible.
- Schools may not allow students to be exempt for required physical education class time or credit.
- There will be no substitutions allowed for the physical education time requirement.

School-Based Activities

The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to express a consistent wellness message through other school-based activities:

- Sufficient time shall be allowed for students to eat meals in cafeteria facilities that are clean, safe, and comfortable.
- Sufficient time shall be allowed for physical activity during the school day.
- Wellness for students and their families shall be promoted at suitable school activities.
- Employee wellness education and involvement shall be promoted at suitable school activities.
- The District child nutrition program shall integrate healthy food choices, eating habits, and cooking techniques. This will ensure that the District complies with the recommended daily allowance standards and child nutrition programs that the U.S. Department of Agriculture (USDA) requires.

Employee Wellness

The District will provide a comprehensive program promoting health and wellness for all employees. Specific strategies will be

DRAFT

implemented to support employee wellness. Additionally, to foster a comprehensive, community-focused approach to wellness, staff will be encouraged to model healthy eating and physical activity behaviors.

- The District shall implement and maintain a districtwide employee wellness program that includes evidence-informed health promotion activities and wellness initiatives available to all staff.
- Schools will provide health and wellness activities, equipment, and assigned space to use by staff to encourage healthy lifestyle choices.
- The District shall encourage staff to model healthy eating, nutrition awareness, stress management, and overall well-being to support a culture of wellness across the District.

Coordination of Wellness Activities

The District will convene and maintain an active district-level wellness committee that meets quarterly. The wellness committee will be led by the superintendent or designee, who will be responsible for ensuring that the wellness policy is clearly communicated to all school personnel, students, parents, and community members. The policy will be posted on the district website and each school's website.

The district will also support active school-level wellness teams in each school building. These teams will be led by the school principal or designee. These teams will ensure that all school staff, students, and parents are aware of and understand the wellness policy. These teams are responsible for quarterly reports concerning compliance or non-compliance to the district committee. School building teams will meet quarterly.

Implementation

~~The Superintendent shall oversee the implementation of this policy and shall develop administrative procedures for periodically measuring the implementation of the wellness policy.~~

The Superintendent or designee shall ensure compliance with established district-wide nutrition and physical activity policies. In each school, the building administrator or designee shall ensure compliance.

DRAFT

The District shall ensure that multiple methods of communication are utilized to actively recruit all relevant stakeholders to participate in the development, implementation, and review of the wellness policy, including the School Health Advisory Council (SHAC), parents, students, school nutrition staff, school administrators, Board representatives, and community members.

All public schools shall promote their local wellness policy to faculty, staff, parents, and students. A copy shall be posted on each school's website, the district website and the Student Handbook.

The Superintendent or designee, in coordination with the School Health Advisory Council (SHAC), shall conduct a quantitative assessment of wellness policy implementation at least once every three years using a validated tool such as the Wellness School Assessment Tool (WellSAT Practice) or the School Health Index.

The District shall make the results of wellness policy assessments available to the public and shall report findings to the School Health Advisory Council (SHAC), District administration, and the Board of Trustees. The District shall also promote the wellness policy to faculty, staff, parents, and students, and shall post the policy on the District's website.

DRAFT

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Memorandum of Understanding (MOU) with Project Vida Health Center

Justification Statement: This Memorandum of Understanding is a partnership between Canutillo ISD and Project Vida Health Center to provide integrated health care and counseling services to identified students at six campuses: Gonzalo and Sofia Garcia Elementary School, Congressman Silvestre and Carolina Reyes Elementary School, Canutillo High School, Northwest Early College High School, Canutillo Middle School and Jose Alderete Middle School.

Purpose of Agenda Item: ☐ Information ☐ Discussion ☑ Action

Item Type: ☑ Curriculum & Instruction ☐ HumanResources ☑ Business Services

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

Signature of Requester(s)

Signature of Presenter(s) 11/3/2026

_____ _____

Business Services Approval (Initials) *Date*

Agenda Summary:

This Memorandum of Understanding outlines the procedures and roles for both Project Vida Health Center and Canutillo ISD in the integrated health care and counseling services that can be provided to Canutillo ISD students. Outreach Facilitators will be placed on each campus to assist Canutillo staff and facilitate the support and services needed to students who self-refer or are referred by a staff member. Services can be provided to the entire family, if recommended, resulting from assessments. The collaboration between Project Vida and Canutillo ISD will assist students in need of services for mental health and behavioral health.

RECOMMENDATION: Administration recommends the approval of the Memorandum of Understanding between Canutillo ISD and Project Vida Health Center

PRIOR BOARD ACTION: Yes AWARDED: 11/19/19 AWARDED AMOUNT: $00.00

AMOUNT(S): $00.00

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

CONSEQUENCES OF NON-APPROVAL:

Identified CISD students will not receive wrap-around services to include counseling, family support and resources provided by the outreach facilitators and licensed professional counselors in collaboration with CISD staff.

IMPLEMENTATION TIMELINE:

Fall 2026

ATTACHMENT(S): ✓ Memorandum of Understanding

Memorandum of Understanding Between

Canutillo Independent School District and

Project Vida Health Center

This **MEMORANDUM OF UNDERSTANDING (MOU)** is made and entered into by and between the Project Vida Health Center, hereinafter referred to as "PVHC" and the Canutillo Independent School District hereinafter referred to as "CISD."

PURPOSE:

The purpose of this MOU is to set forth the terms and conditions of agreement between CISD and PVHC to link young people and their families to integrated health care and counseling services within identified CISD campuses. Each entity is bound by legal and regulatory requirements which are hereby acknowledged.

PVHC Shall (subjected to approval by Health Resources & services administration, HRSA):

LPC/LCSW/LPC-A/LMSW/LPC-S:

- Place a PVHC Licensed Therapist (Professional Counselor (LPC) or a Licensed Clinical Social Worker (LCSW), Licensed Professional Counselor Associate (LPC-A), Licensed Master Social Worker (LMSW), Licensed Professional Counselor-Supervisor (LPC-S) a Navigator/Case Manager (community health worker) and an Operational Specialist (Community Health Worker) at selected CISD campuses at no-cost services to the district.
- Ensure that for each selected campus PVHC staff will:
    - Complete the District background check.
    - Provide Services
    - Maintain all student documentation in a Project Vida encrypted computer

Navigator:

- Ensure that for each campus PVHC will navigate student/client/families to cover the cost of services based on sliding scale fees, Medicaid and private insurance. The Navigator/case manager will follow the protocol below:
    - **CISD Staff Referral** – The first point of contact for a potential student will be the school counselor or social worker. After a parent/guardian decision to retain information on additional mental health assistance and completion of CISD verbal release of information, the school counselor or social worker will provide a referral to the PVHC Navigator/Case Manager. If the visit is deemed to be urgent, the visit may be scheduled prior to the Navigator assessment. Services are not denied due to inability to pay.

- **Navigator Assessment** – The PVHC Navigator/Case Manager will contact the student's parent/guardian, from the office phone located on school property, to obtain enrollment information. Questions will include income and insurance coverage, social needs assessment, and household demographics. At the same time, the Navigator will inform the parent about documents to bring to the registration appointment such as: identification, proof of income, (last two pay stubs), Supplemental Nutrition Assistance Program a/k/a SNAP, Temporary Assistance of Needy Families a/k/a TANF, unemployment benefits, and child support if applicable, proof of address, birth certificates for minors, insurance cards if applicable, and social security cards if applicable.
- **Registration Appointment** – The Navigator/Case Manager will set up an initial appointment with the parent/guardian, for PVHC registration, during the assessment call. In order to eliminate barriers of parent's registration, Navigators/Case Manager will be able to schedule home visits in coordination with CISD. Navigators/Case Manager will provide clients their point of contact to clarify any questions parents might have before coming in.
- **Reminder Call** – The Navigator/Case Manager will set a reminder call to the student's parents/guardians through the Electronic Health Records a/k/a EHR one to two days before the registration appointment as a friendly reminder.
- **Initial Appointment with Navigator**– During the initial appointment between the Navigator/Case Manager and parent, all documents will be verified. Depending on paperwork and if a student's parents do not have insurance, the Navigator/Case Manager will assist the family in applying for a discount program through PVHC, My Texas Benefits or file an application through the Market Place. The Navigator/Case Manager will also inform the parents and students of additional available services through PVHC, and assist in identifying and connecting to such other services and agencies as the parent and student request. In addition to the registration documentation, a release of information form will be provided to the parent to share patient information with select offices/individuals of ISD.
- **Case Management** – Once the student/family is registered with PVHC, the Navigator/Case Manager will set an appointment for services at the school campus or at the Project Vida Health Center upon urgency and provider availability. The Navigator will then follow up with the school counselor or social worker to let them know of the initial appointment time.
- **First Appointment** – During the first appointment, the Navigator/Case Managers will act as front desk personnel to receive students and collect payment from designated insurance if applicable. In the case that student continues with treatment, the Navigator will schedule follow-up appointments for the student and will follow the procedure to inform the school counselor or social worker and the attendance office.
- **Follow Up** – The Navigator/Case Manager or Operations Specialist will call parent for Satisfaction. Survey. PVHC staff will follow up with student's treatment plan with

the school staff for future appointments following patient permission and HIPAA Guidelines.

- **Continuous Quality Improvement** – Quarterly meetings will be scheduled with campus teams and Navigator/Case Manager to discuss workflow and specific cases to ensure there is a close collaboration between the PVHC's staff and school staff following patient permission and HIPAA Guidelines.

Operation Specialist:

- Ensure that for each campus PVHC can educate the community about Mental Health and Wellness in order to help reduce stigma and generate an environment that supports integrated and sustainable care. The Operations Specialist can do the following activities to achieve this:
  - Provide education and training about Mental Health and wellness to CISD and stakeholders to include: school administrators, faculty and staff as well as students and parents.
  - Implement outreach strategies to promote the offered counseling services and integrated health care.
  - Facilitate the rendering of services by PVHC by managing communication between PVHC and CISD.
  - Manage and follow the Referral System to refer students and their families to health and social services provided by PVHC and a variety of other community agencies as needed.
- Develop and maintain a safe and inclusive environment.

CISD Shall:

- Provide on campus LPC/LCSW/LPC-A/LMSW/LPC-S and Navigator suitable space for navigation and counseling, internet connection, and telephone at each campus at no cost to PVHC.
- Follow the protocol for referral:
  - The school counselors or social worker will provide initial counseling services to the student.
  - If additional mental health or health care assistance is needed, the following protocol will be followed:
    - The school counselor or social worker will contact the student's parent/guardian about school or community resources for additional assistance, to include but not limited to, PVHC therapy services on campus and PVHC integrated health services.
    - If a parent/guardian decides to retain additional assistance from the PVHC LPC/LCSW/LPC-A/LMSW/LPC-S on campus, the school counselor or

social worker will acquire a verbal consent so that a referral can be made to the PVHC services. The referral will include the student's name, date of birth, grade level and the presenting problem.

- The PVHC Navigator/Case Managers will then contact the parent/guardian for navigation and registration.

- Ensure collaboration and follow-up with school staff and PHVC staff at each campus.
  - Stakeholders will meet quarterly to discuss programmatic updates and review caseload report and ensure consistent collaboration following patient permission and HIPAA Guidelines.
  - School staff and Navigator/Case Manager will have open and constant communication to provide consistent services to students and to ensure school personnel are part of the treatment process following patient permission and HIPAA Guidelines.
  - PVHC program staff may obtain limited pertinent student information including but not limited to grades, attendance and discipline from school staff.
- Develop logistics to ensure PVHC LPC/LCSW/LPC-A/LMSW/LPC-S is at full capacity at each campus.
- Parent/guardian and student may elect to terminate PVHC services at any time.

Miscellaneous:

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.

FERPA and HIPAA COMPLIANCE: The Parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act in their handling of educational records and health information of participants enrolled in their programs. It is also understood and recognized that employees and agents of each party may have access to the educational records and health information maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students. It is agreed that each party shall thoroughly orient their employees and agents (as applicable to those handling educational records or health information) with regard to their respective obligations under the Family Educational Rights and Privacy Act including the Health Insurance Portability and Accountability Act. Each party shall maintain their practices in strict accordance with the requirements of these acts. Unless required by judicial or regulatory authority, neither party shall be permitted to authorize and further disclose the educational records of the other party to persons or entities not a party to this Agreement without first having

received permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act. Any permitted disclosure to persons or entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted.

This Agreement does not create a joint venture, business partnership, agency, franchise, or employment relationship, under Texas Law. 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.

This Agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of Texas.

Term and Termination:
The initial term of this agreement will be dependent upon the two agencies, dates will be acknowledged in an amendment. The agreement will automatically renew for up to four (4) one year terms, unless either party notifies the other of non-renewal with thirty (30) days written notice. This Agreement may be amended in writing by mutual consent of the parties. The Agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

Independent School District	Project Vida Health Center
_____	_____
Superintendent	Chief Executive Officer
Date: _____	Date: _____

Board of Trustees

Meeting Date: 11/17/26

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of the Memorandum of Agreement (MOA) between Paso del Norte Health Foundation and Canutillo ISD.

Justification Statement: This Memorandum of Agreement is a product of a grant award made to Canutillo ISD by Paso del Norte Foundation focusing on the implementation of the Canutillo Hope Squad at Canutillo Middle School and Northwest Early College High School.

Purpose of Agenda Item: ☐ Information ☐ Discussion ☑ Action

Item Type: ☑ Curriculum & Instruction ☐ HumanResources ☑ Business Services

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

Signature of Requester(s)

Signature of Presenter(s) 11/3/2026

Business Services Approval (Initials) *Date*

Agenda Summary:

To complete the grant award process and receive the initial payment for the grant work, the memorandum of agreement with Paso del Norte Health Foundation must be approved by the Board of Trustees. The project will include implementing a HOPE Squad at Canutillo Middle School and Northwest Early College High School.

HOPE Squad is a peer-to-peer mental health awareness, stigma reduction, and suicide prevention model that trains peer-nominated students to recognize signs of distress, promote help-seeking, reduce stigma, and connect peers to trusted adults and appropriate school-based supports.

RECOMMENDATION: Administration recommends that the Board of Trustees approves the Memorandum of Agreement (MOA) between Paso del Norte Health Foundation and Canutillo ISD.

PRIOR BOARD ACTION: None AWARDED: None AWARDED AMOUNT: $135,350.00

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT:
Student Support Services Department

CONSEQUENCES OF NON-APPROVAL:

Without the approval of the Memorandum of Agreement, Canutillo ISD would not receive the grant funds to implement the peer-to-peer Hope Squad at Canutillo Middle School and Northwest Early College High School.

IMPLEMENTATION TIMELINE:

November 1, 2026 - October 31, 2029

ATTACHMENT(S): ✓ Cover letter and Memorandum of Agreement

PASO DEL NORTE
HEALTH FOUNDATION

October 1, 2026

Dr. Josue Borrego
Superintendent
Canutillo Independent School District
P.O. Box 100
Canutillo, TX 79835

Dear Dr. Borrego:

I am pleased to inform you that the Paso del Norte Health Foundation Board of Directors approved a grant of $135,350.00 to the Canutillo Independent School District for the Canutillo Hope Squad program.

A Memorandum of Agreement (MOA) is included with this document. To complete the grant award process, please use Adobe Acrobat Sign to sign and return the MOA. This letter does not substitute for the signed MOA, and no expenses should be incurred until the agreement is signed and returned. After signing the MOA, a copy will be emailed to you for your records.

We look forward to collaborating with you on this program to help promote health and prevent disease in the Paso del Norte region. If you have any questions about this grant, please contact Sandra Day at sday@pdnfoundation.org.

Sincerely,

Tracy Yellen

Tracy J. Yellen
CEO

cc: File
2026-0062

221 N. Kansas, Suite 1900 | El Paso, Texas 79901 | P: 915-544-7636
F: 915-544-7713 | health@pdnhf.org | pdnhf.org |

A supporting organization of PASO DEL NORTE COMMUNITY FOUNDATION

MEMORANDUM OF AGREEMENT FOR:
501(c)(3)
RESTRICTED GRANT WITHOUT CONDITIONS

This Memorandum of Agreement (**MOA**) is by and between Paso del Norte Health Foundation (**Health Foundation**) and Canutillo Independent School District (**Grantee**). The grant period begins on 11/01/2026 and ends on 10/31/2029.

Agreement:

This grant is restricted for a charitable purpose for Grantee to implement the Canutillo Hope Squad (**Program**) without conditions. The grant total is for $135,350.00.

1) Grant is restricted by Health Foundation for Grantee to perform the Program presented in Grantee's proposal, which is incorporated into this MOA by reference.

2) Grantee agrees to submit administrative documents, including: (a) progress report[s] and (b) a final report, each of which must include a financial report, to the Health Foundation using the Health Foundation's online grant system unless otherwise directed by the Health Foundation. These reports are used by the Health Foundation to document that funds are used for restricted purposes as well as learn about the program. Grantee agrees to preserve, for a period of at least four years after the grant funds have been expended, separate records with respect to the receipt and expenditure of such funds and to make such records available for inspection by the Health Foundation.

   Grantee will submit administrative documents according to the following schedule:

Requirement Type	Due Date	Payment Amount
Signed MOA	10/23/2026	$67,675.00
Progress & Financial Report	05/21/2027	$67,675.00
Final & Financial Report	11/26/2027	

3) The Health Foundation reserves the right to discontinue, modify, or withhold any payments that have not been made or to require a partial refund of any payments that have been made under this MOA if the Health Foundation finds that such action is necessary: (a) because Grantee has not fully complied with the terms of this MOA; (b) to protect the restricted purposes of this grant; (c) to protect the Health Foundation; or (d) Grantee loses its tax-exempt status. The Health Foundation will notify Grantee after it discovers any problems or concerns.

4) All grant funds not used by Grantee for the restricted purposes of the Program remain the property of the Health Foundation. Unused grant funds must be returned to the Health Foundation at the end of the grant period unless otherwise directed by the Health Foundation in writing. The Health Foundation is not responsible for: (a) costs outside of the approved grant budget or scope of work or (b) over expenditures.

5) Grantee agrees to maintain all grant payments received from the Health Foundation in a separate, segregated fund from which amounts will be expended solely for the Program.

6) Significant deviations in the approved grant budget, including the addition or deletion of budget categories, must be submitted in writing for consideration by the Health Foundation. The Health Foundation will reply in writing.

7) All materials developed for the Program with Health Foundation grant funds must recognize the Health Foundation as specified in the "Graphic Standards & Grantee Communication Guidelines," which is found on the Health Foundation's website, www.pdnhf.org.

8) Grantee agrees to allow the Health Foundation to use all information about the Program, including: (a) the grant amount and purpose, (b) photographs, (c) materials, (d) logos or trademarks, or (e) other information about Grantee, in any Health Foundation communication.

9) The Health Foundation reserves the right at any time to review, audit, or request reasonable access to any or all of Grantee's financial records and Program webpages, social media accounts, or other media assets. Grantee agrees to provide reasonable access to requested records and media to the Health Foundation.

10) Funds provided through this MOA shall not be used to lobby, influence the outcome of any election, or carry on any voter registration drive. (See below for definition of lobbying).

"Lobbying shall mean intervening in any election or supporting or opposing any political party or candidate for public office or engaging in any lobbying not permitted by IRC § 501(c)(3) or, if applicable, IRC §§ 501(h) and 4911."

11) Grantee must notify the Health Foundation immediately if Grantee changes its status from an exempt organization under IRC 501(c)(3) and is not still classified as a publicly supported organization pursuant to IRC § 509(a)(1), (2), or (3).

12) Grantee shall indemnify, defend and hold the Health Foundation, its officers, directors, agents, and employees harmless from any liability or loss resulting from judgments or claims against them arising from negligent acts or omissions of Grantee, its officers, agents, or employees pertaining to the activities to be carried out pursuant to this MOA; provided, however, that Grantee shall not indemnify and hold the Health Foundation harmless from claims arising out of the negligence or willful malfeasance of the Health Foundation, its officers, agents, or employees, or any person or entity not subject to Grantee's supervision or control.

Agreement is accepted by signing below.

"Health Foundation"
Paso del Norte Health Foundation

By: Tracy Yellen
Tracy J. Yellen, CEO

Date: 10/01/26

"Grantee"
Canutillo Independent School District

By:_____
Dr. Josue Borrego, Superintendent

Date:_____

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: NOV. 2026

Subject/Title for Agenda Posting:

Justification Statement: Discussion and possible action regarding revision to 2026-2027 Canutillo ISD Temporary Employment, Non Contractual Stipend and Supplemental Pay Schedule

Purpose of Agenda Item: ☐ Information ☑ Discussion ☑ Action

Item Type: ☐ Curriculum & Instruction ☑ HumanResources ☑ Business Services

Staff Responsible: Martha Carrasco, Chief Human Resources Officer / Esmeralda Aguilera

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

November 2026

Date

Agenda Summary:

Discussion and possible action regarding revision to 2026-2027 Canutillo ISD Temporary employment, Non Contractual Stipend and Supplemental Pay Schedule

RECOMMENDATION: Stipends are approved by the Board of Trustees as recommended by administration.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): Contingent upon funding and number of participants

ACCOUNT NO(S): 199.11.6118.73.SCH.11 Mentor Liaison and 199.11.6118.75.SCH.11- covered by PREP Allotment (established by House Bill 2) Provides state funding to support teacher recruitment, preparation and mentorship

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

REQUESTING DEPARTMENT:
Human Resources Division

CONSEQUENCES OF NON-APPROVAL:
District may lose its competitive advantage

IMPLEMENTATION TIMELINE:
2026-2027

ATTACHMENT(S): Recommended Stipend Listing changes for year 2026-2027

Teaching / Other Professional Supplement	Amount	
Mentor Teacher Liaison ~~for New & Student Teachers~~	$1000	(±*)
Mentor Teacher Prep ~~for UTEP Student~~ Residents	$1000	(**)
Migrant Mentor	$500 Per Year	(*)