



Canutillo ISD

Board Workshop/Agenda Review

Wednesday, November 9, 2016 6:15 PM

Agenda of Board Workshop/Agenda Review

The Board of Trustees Canutillo ISD

A Board Workshop/Agenda Review of the Board of Trustees of Canutillo ISD will be held November 9, 2016, beginning at 6:15 PM in the Canutillo ISD Administration Office - 7965 Artcraft - El Paso, Texas.

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

1. GENERAL FUNCTIONS

- A. Call to Order
- B. Roll Call

2. BOARD AGENDA REVIEW

Discuss agenda items as listed. Recommend motions with Administration and receive responses to questions and /or requests for additional information through the Superintendent in preparation for deliberation, action and possible consent on said items at the November 15, 2016 Regular Board of Trustee Meeting.

A. CURRICULUM AND INSTRUCTION

- 1. Discussion and Action regarding General Pregnancy Related Services On-Campus (CEHI) Waiver 4
Presenter: D. Garcia

B. BUSINESS SERVICES

- 1. Meeting Minutes
 - a. Agenda Review of October 12, 2016. 7
- 2. Monthly Financials 11
Presenter: C. Pulley
- 3. Monthly Warrant Report 12
Presenter: C. Pulley
- 4. Monthly Donations 13
Presenter: C. Pulley
- 5. Quarterly Investment Report 35
Presenter: C. Pulley
- 6. Discussion and recommendation to approve the maintenance renewal with Prologic Technology System current vendor providing TEAMS information systems maintenance and support district-wide as set forth in signed agreement. Total \$99,211.00. 42

Presenter: T. Flores

3. COMMUNITY INPUT

4. 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.

The notice for this meeting was posted in compliance with the Texas Open Meeting Act on _____, at _____.

Sonia Gomez, For the Board of Trustees



Canutillo Independent School District Associate Superintendent

Excellence Through Integrity and Innovation

To: Board of Trustees and Superintendent Galaviz

From: Dr. Veronica Vijil, Associate Superintendent of Academics

Date: November 2, 2016

Re: State Waiver (Pregnancy Related Services On-Campus)

Each school year, the Texas Education Agency (TEA) receives and grants many types of state waiver applications, including general and expedited waivers. In accordance with BF (LEGAL), Canutillo ISD will submit the following waiver: General Pregnancy Related Services On-Campus (CEHI).

This waiver allows districts and charter schools to request a waiver to offer Pregnancy-Related Services Compensatory Education Home Instruction (CEHI) on a district's campus. The requirements of the waiver are as follows:

- Provide transportation as needed.
- Serve students at home if medically indicated.
- Do not exceed student-teacher ratio of four students to one teacher.
- Do not use self-paced computer based instruction to fulfill the four hours of CEHI.



Street Address: 7965 Artcraft Rd. • El Paso, TX 79932 | Mailing Address: P.O. Box 100 • Canutillo, TX 79835
Phone (915) 877-7475 • Fax (915) 877-7418 • www.canutillo-isd.org

The Canutillo Independent School District does not discriminate on the basis of race, color, national origin, gender, age or disability in its employment practices, or in providing education services, activities and programs, including technical education programs.



Canutillo Independent School District Student Support Services

Excellence Through Integrity and Innovation

To: Dr. Veronica ^WVijil, Associate Superintendent of Academics

From: Deborah M. Garcia, Supplemental Services Supervisor

Thru: Dr. Monica Reyes, Director of Student Support Services

Date: November 2, 2016

Re: State Waiver (Pregnancy Related Services On-Campus)

To ensure we remain in compliance when providing Compensatory Education Home Instruction (CEHI) services to both pregnant students and teen parents, the law outlines our requirements as follows:

Texas Education Code Subchapter C Section 29.081 and Texas Administrative Code Title 19 Part 2 Chapter 129 Subchapter AA Rule 129.1025:

If a student is released by the physician to come on campus and receive temporary, limited support services or take required state assessments. The certified teacher will have the opportunity to utilize resources in a small group setting in a 4 to 1 ratio. All subjects on the student's schedule will offered to include electives. Teacher logs will be kept to document the actual amount of CEHI each student receives for each week prenatal and postpartum periods to include name of teacher, student's name and identification number, date of service and specific time period that the student was served. Transportation will be provided as needed from their home. A student will be counted absent if CEHI is not provided to the student.

CISD is requesting the General Pregnancy Related Service On-Campus (CEHI) waiver. We currently have one certified teacher available to provide CEHI services off campus and at this time we are requesting the waiver for CISD to be able to provide CEHI on-campus, provided the physician permits to the student permission to spend time on campus receiving temporary, limited support services or taking required state assessments to count as any part of the number of hours served as CEHI for eligible days present.



Street Address: 7000 5th Street • Canutillo TX, 79835 | Mailing Address: P.O. Box 100 • Canutillo, TX 79835
Phone (915) 877-7650 • Fax (915) 877-7652 • www.canutillo-isd.org

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Canutillo Independent School District Student Support Services

Excellence Through Integrity and Innovation

Our request for the waiver to address both off-campus and on-campus CEHI services is included in the CISD 2016-17 District Improvement Plan: 2.1.18, 3.6.6 and 3.6.8.

Goal 2 Increase Student Academic Achievement

Objective 1 By June 2017, CISD will increase STAAR/EOC Satisfactory Performance for all students by increasing in Index 1 by 1% point.

Strategy 18 Pregnant students will be provided supplemental services and Compensatory Education Home Instruction (CEHI) to assure their uninterrupted and continued academic services and success.

Goal 3 Enhance Student Character & Drive Toward a Career/Profession

Objective 6 By June 2017, CISD will increase attendance rate to 98% from 96.9%.

Strategy 6 Students identified as teen parents and/or pregnant students will receive intervention and supplemental services for academic, emotional and medical needs to include home visits as needed.

Strategy 8 Pregnancy Related Services (PRS) to include Compensatory Education Home Instruction (CEHI) will be provided to all pregnant teens according to their individual needs.

In summation, having a waiver for CEHI both on-campus and off-campus will allow our district to address the individual needs for all pregnant and teen parent students directly.



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Minutes of Board Workshop/Agenda Review

The Board of Trustees Canutillo ISD

A Board Workshop/Agenda Review of the Board of Trustees of Canutillo ISD was held Wednesday, October 12, 2016, beginning at 6:00 PM in the Canutillo ISD Administration Office - 7965 Artcraft - El Paso, Texas.

1. GENERAL FUNCTIONS

A. Call to Order

The meeting was called to order at **6:03 pm** by Board President Fietze.

B. Roll Call

All trustees except for Trustee Medina were present.

2. BOARD AGENDA REVIEW

Discuss agenda items as listed. Recommend motions with Administration and receive responses to questions and /or requests for additional information through the Superintendent in preparation for deliberation, action and possible consent on said items at the October 25, 2016 Regular Board of Trustee Meeting.

A. CURRICULUM AND INSTRUCTION

1. Reports

a. Discussion regarding Bilingual Education I ESL Student Counts

Presenter: N. Silva

This item was recommended to the Consent Agenda.

b. Discussion of Campus Improvement Plans- Performance Objectives

Presenter: E. Moreno

1. Elementary Schools
2. Middle Schools
3. High Schools

This item was recommended to the Consent Agenda.

2. Discussion and recommendation regarding the purchase of the BenchMill 6000 CNC Milling Machine for the instruction of the new Computer Integrated Manufacturing class at CHS. Utilizing Sole Source vendor

Technology Solutions for Education (TSI). Total Amount \$17,653.

Presenter: J. Massie/V. Campbell

This item was recommended to the Consent Agenda.

3. Discussion and recommendation regarding the use of professional services from Maria Quiroz as VI Teacher for CISD's visually impaired student population. Total Amount \$17,500.

Presenter: C. Chambers/V. Campbell

This item was recommended to the Consent Agenda.

B. BUSINESS SERVICES

1. Meeting Minutes

- a. Special Board Meeting, September 6, 2016

This item was recommended to the Consent Agenda.

- b. Special Board Meeting, September 14, 2016

This item was recommended to the Consent Agenda.

- c. Agenda Review, September 14, 2016

This item was recommended to the Consent Agenda.

- d. Regular Board Meeting, September 27, 2016

This item was recommended to the Consent Agenda.

2. Monthly Financials

Presenter: M. Piekarski

This item was recommended to the Consent Agenda.

3. Monthly Warrant List

Presenter: M. Piekarski

This item was recommended to the Consent Agenda.

4. Budget Amendments

Presenter: M. Piekarski

This item was recommended to the Consent Agenda.

5. Monthly Donation Report

Presenter: M. Piekarski

This item was recommended to the Consent Agenda.

6. Discussion and recommendation regarding the recommendation to approve the current payment of \$15,000 to Texas Association of School Boards, Inc. (TASB) for Medicaid reimbursement services for the 2016-2017 school year as delineated within executed agreement which was signed September 13, 2013

and shall automatically renew for successive three year terms until terminated.
Presenter: C. Chambers/V. Campbell
This item was recommended to the Consent Agenda.

7. Discussion and recommendation regarding the approval of the emergency repairs needed at NWECHS' portables #7 & #23 through Contractor Jordan Foster Construction, utilizing Region 19 JOC Services Contract #14-7072. Total Amount \$22,207.
Presenter: B. Vasquez/V. Campbell
This item was recommended to the Consent Agenda.
8. Discussion and recommendation regarding the final payment to Johnson Controls (JCI) for the Phase II contract with CISD. Total Amount \$4,169.
Presenter: B. Vasquez
This item was recommended to the Consent Agenda.
9. Discussion and recommendation regarding the designation of one CISD Financial Services Department Accountant and the Chief Financial Officer as authorized representatives with TexPool for investment responsibilities on behalf of CISD.
Presenter: M. Piekarski
This item was recommended to the Consent Agenda.
10. Discussion and recommendation regarding the designation of one CISD Financial Services Department Accountant and the Chief Financial Officer as authorized representatives with Lone Star for investment responsibilities on behalf of CISD.
Presenter: M. Piekarski
This item was recommended to the Consent Agenda.
11. Discussion and recommendation regarding the approval of the list of items identified as surplus for Auction Sales to be held at Student Support (Lone Star Building) on November 17, 2016.
Presenter: A. Aguilar/V. Campbell
This item was recommended to the Consent Agenda.
12. Discussion and recommendation regarding the approval of the Purchasing Manual in order to comply with Education Department General Administrative Regulations (EDGAR) for Procurement Standards which shall be implemented for the 2016-2017 School Year.
Presenter: V. Campbell
This item was recommended to the Consent Agenda.

13. Discussion and recommendation regarding the approval of Mrs. Consuelo Kickbusch as the 2017 Convocation guest speaker. Total amount \$12, 000.00.
Presenter: Dr. Galaviz
This item was recommended to the Consent Agenda.

14. Discussion and recommendation regarding the ESC Region 19 School Board/Superintendent Continuing Education Services Agreement for 2016-2017. Total Amount \$3,500.00
Presenter: Dr. Galaviz
This item was recommended to the Consent Agenda.

3. COMMUNITY INPUT

No community input.

4. ADJOURNMENT

The meeting adjourned by unanimous consent at **6:25 pm.**

Presented to the Board of Trustees for approval on November 15, 2016.

These minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which the items were discussed.

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Report to Board of Trustees - October 2016 Financials

Justification Statement: Presentation of Report to the Board of Trustees on the Monthly Financials for October 2016

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

Staff Responsible: Cristina Pulley Director of Finance
Signature of Requester(s)
Signature of Presenter(s)
Business Services Approval (Initials) *Date*

Agenda Summary:

Presentation of Report to the Board of Trustees on the Monthly Financials for October 2016

As stated in Board Policy CH (Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place.

RECOMMENDATION: Acceptance of Report to the Board of Trustees - October 2016 Financials

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): ✓ Monthly Financial Report

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting:

Justification Statement: Presentation for your review and acceptance of the Warrant Report for the month of October 2016.

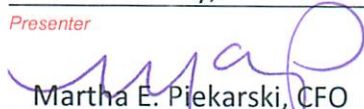
Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible:

Signature of Requester(s)

Cristina Pulley, Director of Finance

Presenter


Martha E. Piekarski, CFO

Business Services Approval (Initials)

Date

Agenda Summary:

Presentation for your review and acceptance of the Warrant Report for the month of October 2016.

RECOMMENDATION: Administration recommends the acceptance of the Warrant Report.

PRIOR BOARD ACTION: Accepted AWARDED: 10/25/16 AWARDED AMOUNT: N/A

AMOUNT(S): \$ 1,253,343.44.

ACCOUNT NO(S): Various

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

REQUESTING DEPARTMENT: Financial Services Department

CONSEQUENCES OF NON-APPROVAL: N/A

IMPLEMENTATION TIMELINE: N/A

ATTACHMENT(S):



Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting: Acceptance of Donation to the Canutillo ISD

Justification Statement: The attached forms list the donations that have been received by the district and are being submitted for your review and consideration by the Board of Trustees.

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

Staff Responsible: Cristina Pulley

Signature of Requester(s)

Cristina Pulley

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

The attached forms list the donations that have been received by the district and are being submitted for your review and consideration by the Board of Trustees.

District Donations- \$11,577.21

Administration recommends the acceptance of donations in the amount of \$11,577.21

RECOMMENDATION:

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

AMOUNT(S): \$11,577.21

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): Donations



**CISD Approved Donations
Board Approved November 2016**

Board Approved Date: Pending

Name	Address		Donation	Purpose of Donation	Value
Emmy Montoya	285 Wall Ave	Las Cruces, NM 88001	1- Orange Alderete Hoodie	AMS- Donated to the attendance office to promote perfect attendance at AMS	\$ 14.00
Marathon Kids	2512 S. Interstate Frontage Rd. Ste 350	Austin, TX 78704	300- Runner Prizes	AMS- For Motivational purposes, received via grant request	\$ 4,500.00
Marathon Kids	2512 S. Interstate Frontage Rd. Ste 350	Austin, TX 78704	300- Marathon Kids Registration Cost	CES (P.E.)- Promote running club for 300 students, Marathon Kids sends incentives upon completion of marathon milestones.	\$ 4,500.00
Jesus A. Escudero Sr. & Veronica Escudero	6533 Beringer St.	El Paso, TX 79932	Monetary Check #806- \$1,000	CHS (Band)- Band Program at CHS	\$ 1,000.00
Zoetis	PO Box 815396	Dallas, TX 75381	Monetary Check #5182- \$523.21	CHS- Membership Dues, fertilizer, seed as needed for FFA program	\$ 523.21
Spirit	912 113th St.	Arlinton, TX 76011	34- Eagle Coffee Mugs	CHS- Dance Club Fundraisers	\$ 250.00
Yvonne Lugo	6397 Franklin Gate	El Paso, TX 79912	Monetary Check #6666- \$100	CHS- Softball Program	\$ 100.00
Yvonne Herrera	637 Portillo Dr.	El Paso, TX 79932	Monetary- \$200	CMS (Football)- Parent Sold T-Shirts and donated \$2 for every t-shirt sold.	\$ 200.00
Mr. & Mrs. Victor Villalva	6151 Via De Los Arboles	El Paso, TX 79932	Monetary Cash- \$20	CMS (NJHS)- Parent Missed Dine-n-Donate night, brought cash donation to help support NJHS.	\$ 20.00
Laura Biernacki	7311 Bosque Rd	Canutillo, TX 79835	Monetary Cash- \$10	CMS (NJHS)- Art Teacher Laura Biernacki supporting NJHS was unable to attend Dine-n-Donate night.	\$ 10.00
Nichole Castanon			10- Muffin Boxes	JDE- Grandparents Appreciation Day	\$ 100.00
Novamex		El Paso, TX 79935	360- Jarritos Drinks	JDE- Third Grade Fall Carnival & Movie Night Activities	\$ 360.00
				Grant Total	\$ 11,577.21



Canutillo Independent School District
Donation Approval Form

EXHIBIT R

Date of request: 10/14/16 School Department: AMS

On behalf of the CISD, I am asking that you approve the acceptance of the following items

Table with 3 columns: Donation Description, Quantity, Value. Row 1: 1 orange alderete hoodie, 1, 14.00

Purpose of donation: donated to the attendance office to promote perfect attendance at AMS.

Donor or Donor Organization Name: Emmy Montoya
Address, City, State & Zip Code: 285 DuWall Ave, Las Cruces, NM, 88001

- Check one: [X] Non-monetary donation
[] This donation will be recorded in the campus/department activity account
[] This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in nature

Club Name Account Number

Sponsor's Signature Date

Donation has been received and is pending approval [] Yes [] No
If yes, list Miscellaneous Receipt #

REQUESTER'S SIGNATURE [Signature] 10/19/16
Principal/Department Head Date

ACCEPTANCE APPROVAL: [Signature] 10/31/16
Financial Services Director Date

IF ADDITIONAL APPROVALS ARE REQUIRED PLEASE FORWARD TO:

Technology Approval: [Signature] Date
Director of School Resources

Facilities Approval: [Signature] Date
Executive Director of Facilities

AFTER ALL APPROVALS SEND Copy to Campus
Copy to Accountant - Asset Management
Original to Board of Trustees for Approval

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax-deductible. Donors should check with their tax advisor for the donor's tax status when donating to a club or team.

Canutillo Independent School District

Donation Approval Request

Canutillo Independent School District is a public school district and is a political subdivision of the State of Texas. The District is not a tax-exempt entity under the Internal Revenue Service Code Section 501(c)(3). However, the District is considered a tax-exempt organization that may receive charitable contributions according to the IRS Code Section 170(c)(1). This section states that a charitable contribution means a contribution or gift to or for the use of:

"A State, a possession of the United States, or any political subdivision of any of the foregoing, or the United States or the District of Columbia, but only if the contribution or gift is made for exclusively public purposes"

The District may receive charitable contributions if they are for **Please note, contributions made to various community or parent organizations, such as PTAs and Booster Clubs, are not contributions to the District.** These organizations must apply for their tax-exempt status under IRS Code Section 501(c)(3). Evidence of their tax-exempt status would be a Determination Letter from the IRS.

Campus or Department: Jr. Alameda Middle School/PC

Donation Description	Quantity	Value
<u>Sec. order form - Shirts</u>	<u>300</u>	<u>\$4,500.00</u>

Purpose of Donation: Runners pieces for motivational purpose received via grant request

Donor/Organization Name: Marathon Kids
 Address, City, State & Zip Code: 2512 S. Interstate Franchise Rd Austin TX 78704

Check one: **Monetary** - It will benefit the following club/team and will be recorded in their respective account. If monetary include the Office/Miscellaneous Receipt #: _____

Non-Monetary - For technology items the signature of Executive Director of School Resources is required. For building or grounds property the signature of the Executive Director of Facilities is required

AMS Running Club
 Group/Club Name
[Signature]
 Sponsor's Signature

Account Number
10/24/2016
 Date

Requester's Signature: [Signature] M. Kimble X 10/26/16
 Principal/Department Head Date

Financial Services Approval: [Signature] 10/31/16
 Director of Financial Services Date

IF REQUIRED:
 Technology Approval: _____
 Executive Director of School Resources Date
 Facilities Approval: _____
 Executive Director of Facilities Date

AFTER ALL SIGNATURES SEND: Original to Finance, Purchasing Clerk, for approval by the Board of Trustees. Copy to Campus/Department, copy to Asset Management if technology, property, or equipment.

Guidelines for Donations and Gifts can be found on the website under Financial Services and Purchasing forms.

Orders

Order #64281 was placed on October 12, 2016 and is currently Fulfilled.

Order Details

Product	Total
Running Club - School/CBO/Neighborhood × 300	\$4,500.00
Running Club - 9 month × 1	
Coach's Guide × 1	
1st Marathon Reward (Participant T-shirts) - Youth Medium × 125	
Size: Youth Medium	
3rd Marathon Reward (Shoe Deubré/Shoe Tag) × 300	
1st Marathon Reward (Participant T-shirts) - Adult Medium × 30	
Size: Adult Medium	
1st Marathon Reward (Participant T-shirts) - Adult Large × 10	
Size: Adult Large	
Size: Adult Large	
Coach T-shirt - Adult X-Large × 2	
Size: Adult X-Large	

Product	Total
1st Marathon Reward (Participant T-shirts) - Adult Small x 50 Size: Adult Small	
Subtotal:	\$4,500.00
Discount:	-\$4,500.00
Shipping:	Free Shipping
Total:	\$0.00

Billing Address

*Martin Arvizuo
 Jose J Alderete Middle
 801 Talbot St
 Canutillo, TX 79835*

Shipping Address

*Martin Arvizuo
 Jose J Alderete Middle
 801 Talbot St
 Canutillo, TX 79835*

Bing Maps

+

Your order# 64281 has just been shipped to Martin Arvizuo

To:

Canutillo TX 79835 US

Tracking # 1ZT283T60375046887

Tracking # 1ZT283T60375046850

Tracking # 1ZT283T60375047028

Tracking # 1ZT283T60375046949

Tracking # 1ZT283T60375047073

Tracking # 1ZT283T60375046976

Tracking # 1ZT283T60375047082

Depending on shipping method, you can track your order at: <http://webtrack.dhlglobalmail.com/> or <http://UPS.com/>

Order Number: 6736399			
Item Code	Description	Qty Shipped	Qty Ordered
			125
			125
		7	125
	Coach T-shirt	2	2
	Coach T-shirt	2	2
MKRC-INCENT-2-LACES	2nd Marathon Reward (Shoelaces)	300	300
MKRC-INCENT-3-TAG		300	300

Have additional questions? Check out our Customer Support by clicking _____.

Marathon Kids

Suite 102
Austin, Texas 78721
United States

10/25/2016

[SPAM] [MKTG] Thank You For Your Application - Jesus M Arvizuo

[SPAM] [MKTG] Thank You For Your Application

Marathon Kids <grants@marathonkids.org>

Wed 8/21/2016 1:51 PM

From: Jesus Martin Arvizuo <jarvizuo@canutillo-isd.org>

To: Grants@LGA

Thank you for submitting your Marathon Kids Active Schools Grant Application. We will contact you no later than 09/30/2016 with the results of your application.

Summary of Applicant & Grant Information

Name

Martin Arvizuo

Email

jarvizuo@canutillo-isd.org

Phone

(409) 871-6600

Position / Title

Physical Education/ Health Teacher

Address

Alberete Middle School
301 Tallot Ave
El Paso, TX 79835

Total Student Population

124

School Type

Public

Percentage of students participating in the free/reduced lunch program:

100

What do you hope to accomplish by implementing Marathon Kids at your school?

I previously applied for funding while I taught at Jose E. Main Elementary and was able to complete the program for 200 students from 3rd-5th grade within 5 months. I believe this program would be a perfect fit for my school now that I have been promoted to the middle school and I am in charge of the 6th grade PE and Health curriculum. My goal is to introduce my 6th grade students to the joys of marathon kids in order to develop them physically, mentally, and emotionally. I believe that we could use this grant to help promote Marathon kids to all of our students in order to make our school and my previous school the flagship schools of our district. If my school is selected for funding, I want to use our experience from Marathon kids to inspire our district to fund all of our schools and make it a Marathon Kids district.

Describe the impact this grant would have on your kids, school, and community.

The program would fuel our students in the classroom as it did in the past when our elementary students would return back into the classroom ready to learn and more relaxed. The implementation of the program in the past also brought the numbers of students who faced discipline problems down! It works great for a student's physical, mental and emotional needs. Last year a subset of our students actually banded together and completed in their first ever triathlon all because of the success they experienced through Marathon kids. I really wish my students at the middle school can receive funding in order to have a few incentives to start to love going out and running. This is a great program with an amazing lesson and I feel my new students will flourish and be provided with an amazing opportunity to succeed. I think 6th grade would be a perfect grade as I would love to have the students take part in after school activities and find a way to stay active as they are not allowed to take part in school sports til 7th and 8th grade.

I have read the Pre-Registration Packet

Yes

My school has previously participated in Marathon Kids

Congratulations on Your Marathon Kids Grant Award!

Jill Rush <jill@marathonkids.org>

Thu 9/29/2016 12:14 PM

Coach Martin - Arizona - jacob@azcentralid.org

Hi Coach Martin,

CONGRATULATIONS! We are so excited to inform you that you have been awarded funding to bring Marathon Kids to your school community!

We will be sending out further details by Friday, October 7th with instructions on how to complete your online registration, and get your Marathon Kids club up and running. Keep your eyes open for this!

Special Note: You will not be receiving a check, but instead a unique coupon code that will cover the full cost of the program for the **number of runners from your grant application**.

As you start to plan out your running season, we have a few suggestions to get you going!

1. **Identify Your Runners!** Make sure you know the grade level and t-shirt size of your runners. You will need this information to officially register your running club.
2. **Spread the Word!** Tell your students, parents, and other faculty members of the great news! Share this [video](#) with them, and get them excited to be a part of Marathon Kids.
3. **Learn from the Marathon Kids Team!** Visit our [Events Page](#) to see all that Marathon Kids has to offer. Register for our Leadership Academy webinars, and learn how to use the Marathon Kids tools and resources to make your running club a success!

W

share your excitement and pictures with us on social media by tweeting [@MarathonKids](#) on **Twitter**, 'Liking' Marathon Kids on **Facebook** and tagging [@MarathonKids](#) on **Instagram**.

If you have any questions, please feel free to email or call me.

Thanks,

Jill Rush
National Programs Administrator
512-477-1259 (o)
724-366-7443 (c)
www.marathonkids.org

MARATHON KIDS

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2512 S. Loop West, Suite 100, Austin, TX 78748-1116

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Canutillo Independent School District
Donation Approval Form

EXHIBIT R

Date of request: 10-7-16

School/ Department: Canutillo Elem. P.E.

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Table with 3 columns: Donation Description, Quantity, Value. Row 1: Marathon Kids Registration cost via Registration Code, 300, \$4,500.00

Purpose of donation:

Promote Running Club for 300 students. Marathon kids sends incentives upon completion of marathon milestones

Donor or Donor Organization Name: Marathon Kids
Address, City, State & Zip Code: 2512 S.H-35 Ste 350 Austin, TX 78704

- Check one:
[X] Non-monetary donation
[D] This donation will be recorded in the campus/department activity account
[D] This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in nature

Canutillo Elem P.E.
Club Name

Account Number

[Signature]
Sponsor's Signature

10-7-16
Date

Donation has been received and is pending approval
If yes, list Miscellaneous Receipt#

- [D] Yes
[D] No

REQUESTER'S SIGNATURE:

[Signature] 10/7/16
Principal/Department Head Date

ACCEPTANCE APPROVAL:

[Signature] 10/14/16
Financial Services Director Date

IF ADDITIONAL APPROVALS ARE REQUIRED, PLEASE FORWARD TO:

Technology Approval:

(If required - All technology related items)

Director of School Resources Date

Facilities Approval:

(If required - Building and grounds modification s/improvements)

Executive Director of Facilities Date

AFTER ALL APPROVALS SEND:

Copy to Campus
Copy to Accountant - Asset Management
Original to Board of Trustees for Approval

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax-deductible. Donors should check with their tax-advisor for the donation's tax status when donating to a club or team.

RECEIVED OCT 10 2016



Canutillo Independent School District Donation Approval Form

Date of request: 10-03-16

School/Department: CHS / Band

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Donation Description	Quantity	Value
<u>check # 806</u>	<u>+ 1000</u>	<u>+ 1000</u>

Purpose of donation: Band program at CHS

Donor or Donor Organization Name: Jesus A. Escudero Sr ; Veronica Escudero
 Address, City, State & Zip Code: 6533 Beringer St.
El Paso, Texas 79932

- Check one:
- Non-monetary donation
 - This donation will be recorded in the campus/department activity account
 - This donation is for the benefit of the following club or team and will be recorded in their account if the donation is

CHS Band Club
Club Name

865.00.2198.70.001.00
Account Number

Regino Ramos
Sponsor's Signature

10-316
Date

Donation has been received and is pending approval Yes No
 If yes, list Miscellaneous Receipt # 41959

REQUESTER'S SIGNATURE:

[Signature] 10-6-16
Principal/Department Head Date

ACCEPTANCE APPROVAL:

[Signature] 10/2/16
Business Services Executive Director Date

IF ADDITIONAL APPROVALS ARE REQUIRED, PLEASE FORWARD TO:

Technology Approval:

(If required - All technology related items)

Executive Director of School Resources Date

Facilities Approval:

(If required - Building and grounds modifications/improvements)

Executive Director of Facilities Date

AFTER ALL APPROVALS SEND:

**Copy to Campus
Original to Finance Accountant**

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax-deductible. Donors should check with their tax-advisor for the donation's tax status when donating to a club or team.

JESUS A. ESCUDERO SR.
VERONICA ESCUDERO
6588 BERRINGER ST.
EL PASO, TX 79938

470159

10/3/16
DATE

806
68-7497/2560

PAY TO THE
ORDER OF

CHS Band

\$ 1000.00

one thousand and 00/100

DOLLARS



Photo
Safe
Deposit
Circle on back

NAVY
FEDERAL
Credit Union

Band
70.001

FOR

Donation

[Signature]

⑆ 256074974⑆0806⑆ ⑆793762707⑆00⑆



Canutillo Independent School District Donation Approval Form

Date of request: 10-7-16

School/Department: CHS

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Donation Description	Quantity	Value
check 5182	523.21	523.21

Purpose of donation: Membership Dues, fertilizer, seed as needed for FFA program.

Donor or Donor Organization Name: Tactis
Address, City, State & Zip Code: PO Box 815 396
Dallas TX 75381-9730

- Check one:
- Non-monetary donation
 - This donation will be recorded in the campus/department activity account
 - This donation is for the benefit of the following club or team and will be recorded in their account if the donation is

FFA Club
Club Name
[Signature]
Sponsor's Signature

865.00 · 2198.55 · 917.00
Account Number
10-7-16
Date

Donation has been received and is pending approval Yes
If yes, list Miscellaneous Receipt # 49989 No

REQUESTER'S SIGNATURE: [Signature] 10-13-16
Principal/Department Head Date

ACCEPTANCE APPROVAL: [Signature] 10/14/16
Business Services Executive Director Date

IF ADDITIONAL APPROVALS ARE REQUIRED, PLEASE FORWARD TO:

Technology Approval:
(If required - All technology related items)
Executive Director of School Resources _____ Date

Facilities Approval:
(If required - Building and grounds modifications/improvements)
Executive Director of Facilities _____ Date

AFTER ALL APPROVALS SEND:
Copy to Campus
Original to Finance Accountant

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax-deductible. Donors should check with their tax-advisor for the donation's tax status when donating to a club or team.



Carrollton Independent School District Donation Approval Form

Date of request: 10-18-16

School/Department: CHS

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Donation Description	Quantity	Value
<u>Eagle coffee mugs</u>	<u>34</u>	<u>+ 250</u>

Purpose of donation: Dance Club
(fundraisers)

Donor or Donor Organization Name: Spirit
Address, City, State & Zip Code: 912 113th St.
Arlington, TX 76011

- Check one:
- Non-monetary donation
 - This donation will be recorded in the campus/department activity account
 - This donation is for the benefit of the following club or team and will be recorded in their account if the donation is

Dance
Club Name
Beth Leser
Sponsor's signature

865.00.2198.32.001.00
Account Number
10/18/16
Date

Donation has been received and is pending approval
If yes, list Miscellaneous Receipt # N/A Yes No

REQUESTER'S SIGNATURE: [Signature] 10/20/16
Principal/Department Head Date

ACCEPTANCE APPROVAL: [Signature] 10/20/16
Business Services Executive Director Date

IF ADDITIONAL APPROVALS ARE REQUIRED, PLEASE FORWARD TO:

Technology Approval:
(If required - All technology related items) Executive Director of School Resources Date

Facilities Approval:
(If required - Building and grounds modifications/improvements) Executive Director of Facilities Date

AFTER ALL APPROVALS SEND:
Copy to Campus
Original to Finance Accountant

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax-deductible. Donors should check with their tax-advisor for the donation's tax status when donating to a club or team.



Canutillo Independent School District Donation Approval Form

Date of request: 10-20-16

School/Department: CHS - Softball

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Donation Description	Quantity	Value
Check # 6666	1	\$ 100

Purpose of donation: Softball program

Donor or Donor Organization Name: Yvonne Lugo
Address, City, State & Zip Code: 6397 Franklin Gate
El Paso TX 79912

- Check one:
- Non-monetary donation
 - This donation will be recorded in the campus/department activity account
 - This donation is for the benefit of the following club or team and will be recorded in their account if the donation is

CHS Softball 865.00.2198.67.001.00
Club Name Account Number
Henny Camillo 10/20/16
Sponsor's Signature Date

Donation has been received and is pending approval Yes
If yes, list Miscellaneous Receipt # 43539 No

REQUESTER'S SIGNATURE: [Signature] 10-26-16
Principal/Department Head Date

ACCEPTANCE APPROVAL: [Signature] 10/31/16
Business Services Executive Director Date

IF ADDITIONAL APPROVALS ARE REQUIRED, PLEASE FORWARD TO:

Technology Approval:
(If required - All technology related items)
Executive Director of School Resources _____ Date

Facilities Approval:
(If required - Building and grounds modifications/improvements)
Executive Director of Facilities _____ Date

AFTER ALL APPROVALS SEND:
Copy to Campus
Original to Finance Accountant

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax-deductible. Donors should check with their tax-advisor for the donation's tax status when donating to a club or team.



Canutillo Independent School District
Donation Approval Form

EXHIBIT R

Date of request: 10/18/16 School/ Department: CMS / Football

On behalf of the CISD, I am asking that you approve the acceptance of the following items

Table with 3 columns: Donation Description, Quantity, Value. Row 1: Monetary, 1, 200.00

Purpose of donation: Parent sold T-shirts and donated \$2 for every t-shirt sold.

Donor or Donor Organization Name: Yvonne Herrera
Address, City, State & Zip Code: 1037 Portillo Dr. El Paso, TX 79932

- Check one
[] Non-monetary donation
[] This donation will be recorded in the campus/department activity account
[X] This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in nature

8th Grade - Football Club Name
805.00 2197.05.04.00 Account Number

Enrique Costainos (Coach) Sponsor's Signature
10/18/16 Date

Donation has been received and is pending approval
If yes, list Miscellaneous Receipt # 44243
Office
[X] Yes
[] No

REQUESTER'S SIGNATURE: [Signature] 10-18-16 Date
Principal/Department Head
ACCEPTANCE APPROVAL: [Signature] 10/19/16 Date
Financial Services Director

IF ADDITIONAL APPROVALS ARE REQUIRED PLEASE FORWARD TO:

Technology Approval
(If request - All technology related)
Director of School Resources Date

Facilities Approval:
(If request - Building and grounds modification/Improvement)
Executive Director of Facilities Date

AFTER ALL APPROVALS SEND
Copy to Campus
Copy to Accountant - Asset Management
Original to Board of Trustees for Approval

Property donated (and accepted) to the district becomes the property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax deductible. Donors should check with their tax advisor for the donation's tax status when donating to a club or team.



Canutilo Independent School District
Donation Approval Form

EXHIBIT R

Date of request: 10/14

School/ Department: CMS - NJHS

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Table with 3 columns: Donation Description, Quantity, Value. Row 1: Monetary (cash), 1, \$20.00

Purpose of donation:

Parent missed Diner's Donate nights - brought cash donation to help support NJHS.

Donor or Donor Organization Name: MR. + Mrs. Victor Villalva
Address, City, State & Zip Code: 6151 Via De Los Arboles, El Paso, TX 79932

- Check one:
[] Non-monetary donation
[] This donation will be recorded in the campus/department activity account
[X] This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in nature

CMS - NJHS
Club Name
Sponsor's Signature

86500.2197.18.041.00
Account Number
10/14/14
Date

Donation has been received and is pending approval
If yes, list Miscellaneous Receipt# 67165
D Yes
D No

REQUESTER'S SIGNATURE

[Signature] 10-18-14
Principal/Department Head Date

ACCEPTANCE APPROVAL:

[Signature] 10/19/14
Financial Services Director Date

IF ADDITIONAL APPROVALS ARE REQUIRED PLEASE FORWARD TO:

Technology Approval:

(if required - All technology related items)

Director of School Resources Date

Facilities Approval:

(if required - Building and grounds modification improvements)

Executive Director of Facilities Date

AFTER ALL APPROVALS SEND:

Copy to Campus
Copy to Accountant - Asset Management
Original to Board of Trustees for Approval

Property donated (and accepted) to the district becomes the property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax-deductible. Donors should check with their tax-advisor for the donation's tax status when donating to a club or team.



Canutillo Independent School District
Donation Approval Form

EXHIBIT R

Date of request: 10/14/16 School/ Department: CMS - NJHS

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Table with 3 columns: Donation Description, Quantity, Value. Row 1: Monetary (Cash), 1, \$10.00

Purpose of donation: Art teacher Laura Biernacki supporting NJHS - was unable to attend Dine-n-Debate night

Donor or Donor Organization Name: Laura Biernacki
Address, City, State & Zip Code: 7311 Rosque Rd, Canutillo, TX 79835

Check one:
[] Non-monetary donation
[] This donation will be recorded in the campus/department activity account
[X] This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in nature

CMS - NJHS
Club Name
Sponsor's Signature

865.00.2197.18041.00
Account Number
10/14/16
Date

Donation has been received and is pending approval
If yes, list Miscellaneous Receipt # 67166
[] Yes
[] No

REQUESTER'S SIGNATURE: [Signature] 10/18/16
Date
ACCEPTANCE APPROVAL: [Signature] 10/19/16
Date

IF ADDITIONAL APPROVALS ARE REQUIRED, PLEASE FORWARD TO:

Technology Approval:
(if required - All technology purchases)
Director of School Resources Date

Facilities Approval:
(if required - Building and grounds modification/improvements)
Executive Director of Facilities Date

AFTER ALL APPROVALS SEND
Copy to Campus
Copy to Accountant - Asset Management
Original to Board of Trustees for Approval

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus activity account are tax-deductible. Donors should check with their tax advisor for the donor's tax status when donating to a club or team.



Canutillo Independent School District Donation Approval Form

Date of request: 9/14/2016 School/Department: JDE

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Donation Description	Quantity	Value
Muffins & etc. Boxes	10	100.00

Purpose of donation: Grandparents Appreciation Day

Donor or Donor Organization Name: Community Member
 Address, City, State & Zip Code: Nichole Day Castano

- Check one:
- Non-monetary donation
 - This donation will be recorded in the school's activity account
 - This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in

Club Name _____
Nichole Castano
 Sponsor's Signature

Account Number _____
10/6/2016
 Date

Donation has been received and is pending approval
 If yes, list Miscellaneous Receipt # _____

Yes
 No

REQUESTER'S SIGNATURE: Jesus Garcia
 (Principal/Department Head) Date

ACCEPTANCE APPROVAL: M. J. ...
 Business Services Executive Director Date 10/2/16

IF ADDITIONAL APPROVALS ARE REQUIRED, PLEASE FORWARD TO:

Technology Approval:
(If required - All computer related items)

Technology Coordinator _____ Date _____

Facilities Approval:
(If required - Building and grounds modifications/improvements)

Executive Director of Facilities _____ Date _____

AFTER ALL APPROVALS SEND:
*Copy to Business Services
 Original to Campus*

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus general fund are tax-deductible. Donors should check with their tax-advisor for the donation's tax status when donating to a club or team.



Canutillo Independent School District Donation Approval Form

Date of request: 10/18/16 School/Department: SDE

On behalf of the CISD, I am asking that you approve the acceptance of the following items:

Donation Description	Quantity	Value
Jacritas drinks	360	360.00

Purpose of donation:

Third grade Fall Carnival + Movie Night activities

Donor or Donor Organization Name: Novamex
 Address, City, State & Zip Code: El Paso, TX 79935

- Check one:
- Non-monetary donation
 - This donation will be recorded in the school's activity account
 - This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in

Novamex
Club Name

Account Number

[Signature]
Sponsor's Signature

10-18-16
Date

Donation has been received and is pending approval
 If yes, list Miscellaneous Receipt # _____

- Yes
- No

REQUESTER'S SIGNATURE:

[Signature] 10/18/16
Principal/Department Head Date

ACCEPTANCE APPROVAL:

[Signature] 10/20/16
Business Services Executive Director Date

IF ADDITIONAL APPROVALS ARE REQUIRED, PLEASE FORWARD TO:

Technology Approval:

(If required - All computer related items)

Technology Coordinator Date

Facilities Approval:

(If required - Building and grounds modifications/improvements)

Executive Director of Facilities Date

AFTER ALL APPROVALS SEND:

*Copy to Business Services
Original to Campus*

Property donated (and accepted) to the district becomes sole property of the district and cannot be returned to the donor. Donations made to the district or a campus general fund are tax-deductible. Donors should check with their tax-advisor for the donation's tax status when donating to a club or team.

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting: Report to the Board of Trustees-September 2016 Investments

Justification Statement: Presentation of Report to the Board of Trustees on the Quarterly Investment Report for September 30, 2016.

Purpose of Agenda Item:
Item Type:

- Information Discussion Action
 Curriculum & Instruction Human Resources Business Services

Staff Responsible:

Martha E. Piekarski, CFO

Signature of Requester(s)

Signature of Presenter(s)

mp
Business Services Approval (Initials)

10/27/14
Date

Agenda Summary:

This report is an investment compliance requirement.

As stated in Board Policy CH (Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place.

RECOMMENDATION: Administration recommends the acceptance of the investment report.

PRIOR BOARD ACTION: ACCEPTED **AWARDED:** AUGUST 23, 2016 **AWARDED AMOUNT:** N/A

AMOUNT(S): N/A

ACCOUNT NO(S):
N/A

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

REQUESTING DEPARTMENT:
Financial Services Department

CONSEQUENCES OF NON-APPROVAL:
Non-Compliance with the Investment Policy and the Public Funds Investment Act (Chapter 2256)

IMPLEMENTATION TIMELINE:
N/A

ATTACHMENT(S): ✓





Canutillo Independent School District Financial Services

Excellence Through Integrity and Innovation

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Martha E. Piekarski, Chief Financial Officer

DATE: October 28, 2016

SUBJECT: Quarterly Investment Report for September 30, 2016


This report of investments for the Canutillo Independent School District for the quarter ending September 30, 2016, is in full compliance with the Investment Policy and strategy as established for the District with the Public Funds Investment Act (Chapter 2256). The Public Funds Investment Act requires quarterly reporting of investment activity and balances (both book and market values) be presented to the Board of Trustees.

The investment objectives of safety, liquidity, and maturity sufficient to meet anticipated cash requirements drive the investment activity. Maximizing investment yields is only considered after the other investment goals have been met. For fiscal year 2016-2017, the District maintains its investments in governmental investment pools and fixed term maturities with Texas Daily. Other investment pools used were Logic, LoneStar, Texas Class, Texpool, TexSTAR.

During the first quarter of 2016-2017, the District's total investments had a cumulative decrease of \$3,952,645. In spite of this, the District generated interest income of \$20,290 because interest yields increased from 0.5948% to 0.6823%. Most of the investments were in the operating fund because daily transfers are needed to cover cash disbursements. Operating funds of \$7.371 million were invested in an interest yield of 0.7065% which resulted in interest revenue of \$9,518.

The investment balance in the debt service fund decreased from \$3.843 million to \$55,586. The high cash balance was needed to pay the August debt payments of \$4.935 million. In the capital projects fund, the fixed maturities with three month terms did not provide additional interest yields compared with the other investment pools. For this reason, an investment was not made in Texas TERM. Next quarter, the construction fund will pay around \$1.5 million to the operating fund for completed projects.

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.


Martha E. Piekarski, Chief Financial Officer



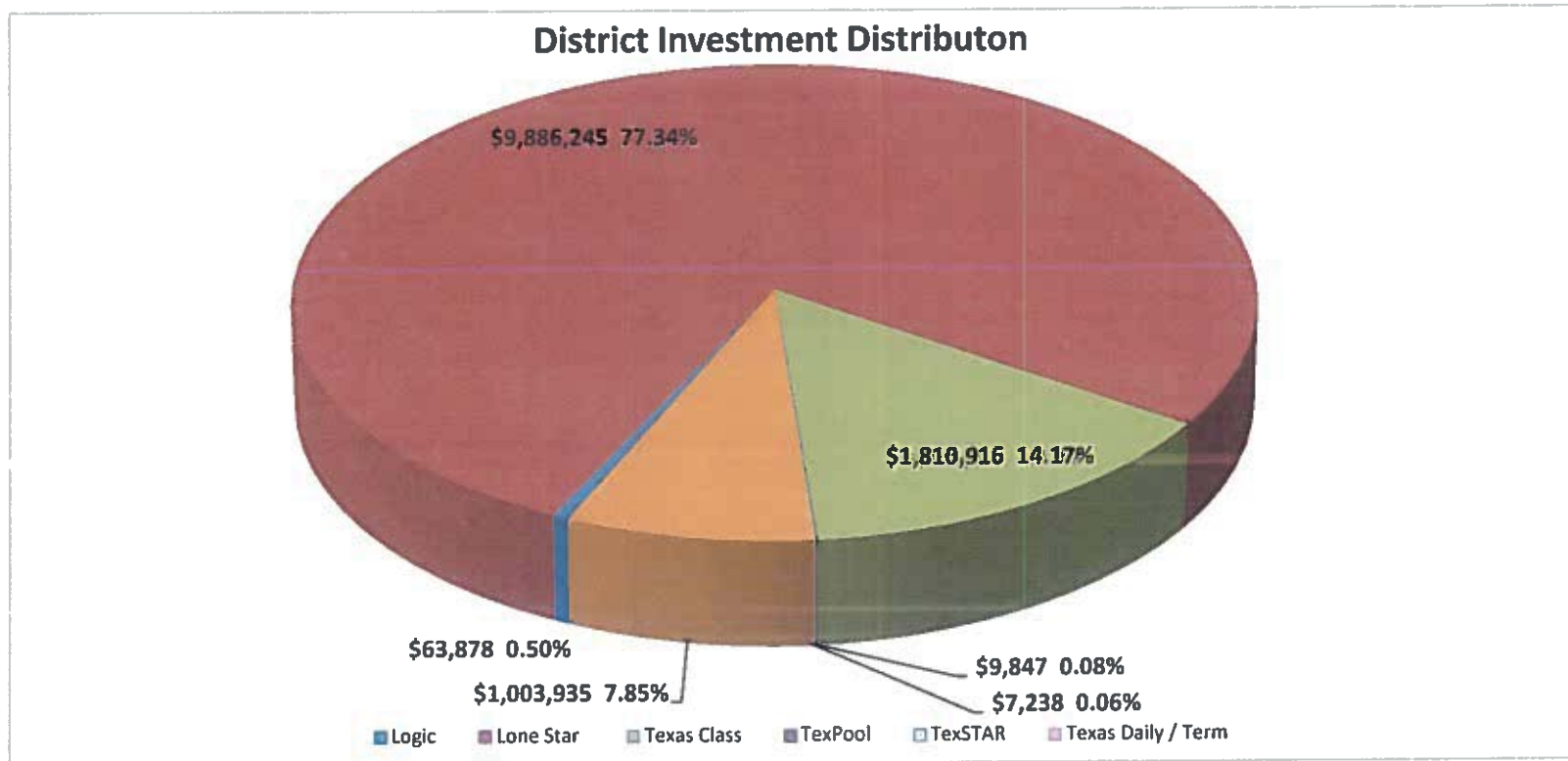
Street Address: 7965 Artcraft Rd. • El Paso, TX 79932 | Mailing Address: P.O. Box 100 • Canutillo, TX 79835
Phone (915) 877-7425 • Fax (915) 877-7415 • www.canutillo-isd.org

Canutillo Independent School District
Quarterly Summary of Investments
09/30/2016

Description	Maturity Date	9/30/2016 Interest Rate	9/30/2016 Book Value	9/30/2016 Market Value	6/30/2016 Book Value	6/30/2016 Market Value	Amt Change in Market Value	Accrued Interest
OPERATING FUND								
Logic	On Demand	0.7248%	\$ 5,859	\$ 5,860	\$ 5,850	\$ 5,851	\$ 9	\$ 10
Lone Star Corporate	On Demand	0.6900%	5,767,354	5,767,354	2,582,864	2,582,864	3,184,490	4,040
Texas Class	On Demand	0.7700%	1,581,519	1,581,519	4,935,071	4,935,071	(3,353,552)	5,453
TexPool	On Demand	0.3800%	9,847	9,847	9,838	9,838	9	9
TexSTAR	On Demand	0.4123%	7,078	7,081	7,071	7,072	9	6
Subtotal		0.7065%	\$ 7,371,657	\$ 7,371,661	\$ 7,540,694	\$ 7,540,696	\$ (169,035)	\$ 9,518
DEBT SERVICE FUND								
Lone Star Corporate	On Demand	0.6900%	\$ 392	\$ 392	\$ 166,291	\$ 166,291	\$ (165,899)	\$ 101
Texas Class	On Demand	0.7700%	55,036	55,036	3,677,476	3,677,476	(3,622,440)	2,584
TexSTAR	On Demand	0.4123%	158	158	158	158	-	-
Subtotal		0.7684%	\$ 55,586	\$ 55,586	\$ 3,843,924	\$ 3,843,925	\$ (3,788,339)	\$ 2,685
FOOD SERVICE FUND								
Lone Star Corporate	On Demand	0.6900%	\$ 134,451	\$ 134,451	\$ 134,239	\$ 134,239	\$ 212	\$ 212
INTERNAL SERVICE FUND								
Lone Star Corporate	On Demand	0.6900%	\$ 501,924	\$ 501,924	\$ 501,134	\$ 501,134	\$ 790	\$ 790
CONSTRUCTION FUND								
Logic 2011	On Demand	0.7248%	\$ 1	\$ 1	\$ 1	\$ 1	\$ -	\$ -
Lone Star 2011	On Demand	0.6900%	2,316,830	2,316,830	2,313,187	2,313,187	3,643	3,643
Texas Class 2006	On Demand	0.7700%	174,360	174,360	174,052	174,052	308	307
Texas Class 2013	On Demand	0.7700%	1	1	1	1	0	-
Logic 2013	On Demand	0.7248%	58,018	58,029	57,925	57,934	95	94
Lonestar 2013	On Demand	0.6900%	1,165,294	1,165,294	1,168,460	1,168,460	(3,166)	1,834
Texas Daily	On Demand	0.4500%	1,003,935	1,003,935	1,089	1,089	1,002,847	1,105
Texas TERM	7/8/2016	0.5300%	-	-	1,000,000	1,000,000	(1,000,000)	102
TexSTAR - Bond 2006	On Demand	0.4123%	2	2	2	2	0	-
Subtotal		0.6423%	\$ 4,718,441	\$ 4,718,453	\$ 4,714,716	\$ 4,714,725	\$ 3,727	\$ 7,085
TOTAL INVESTMENTS		0.6823%	\$ 12,782,059	\$ 12,782,074	\$ 16,734,708	\$ 16,734,719	\$ (3,952,645)	\$ 20,290

**Canutillo Independent School District
Quarterly Summary of Investments
09/30/2016**

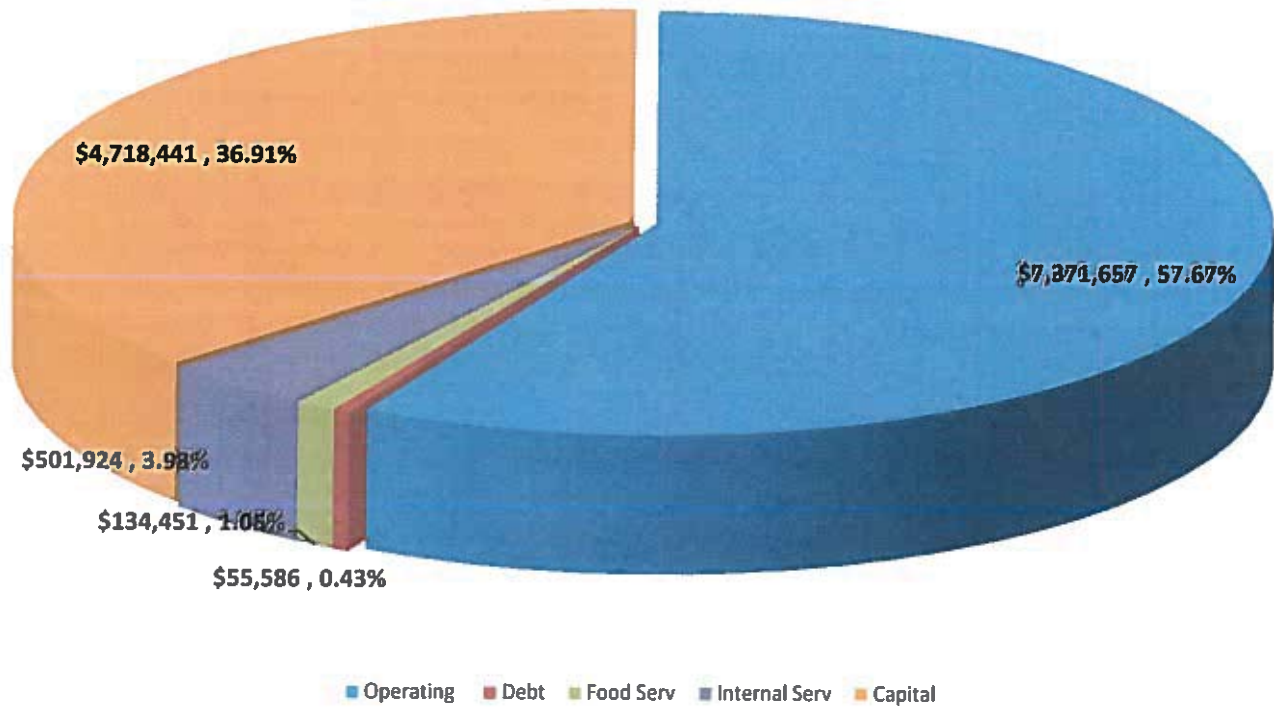
<u>Investment</u>	<u>Amount</u>	<u>Percentage</u>
Logic	\$ 63,878	0.50%
Lone Star	\$ 9,886,245	77.34%
Texas Class	\$ 1,810,916	14.17%
TexPool	\$ 9,847	0.08%
TexSTAR	\$ 7,238	0.06%
Texas Daily / Term	\$ 1,003,935	7.85%
Total	\$ 12,782,059	100.00%



**Canutillo Independent School District
 Quarterly Summary of Investments
 09/30/2016**

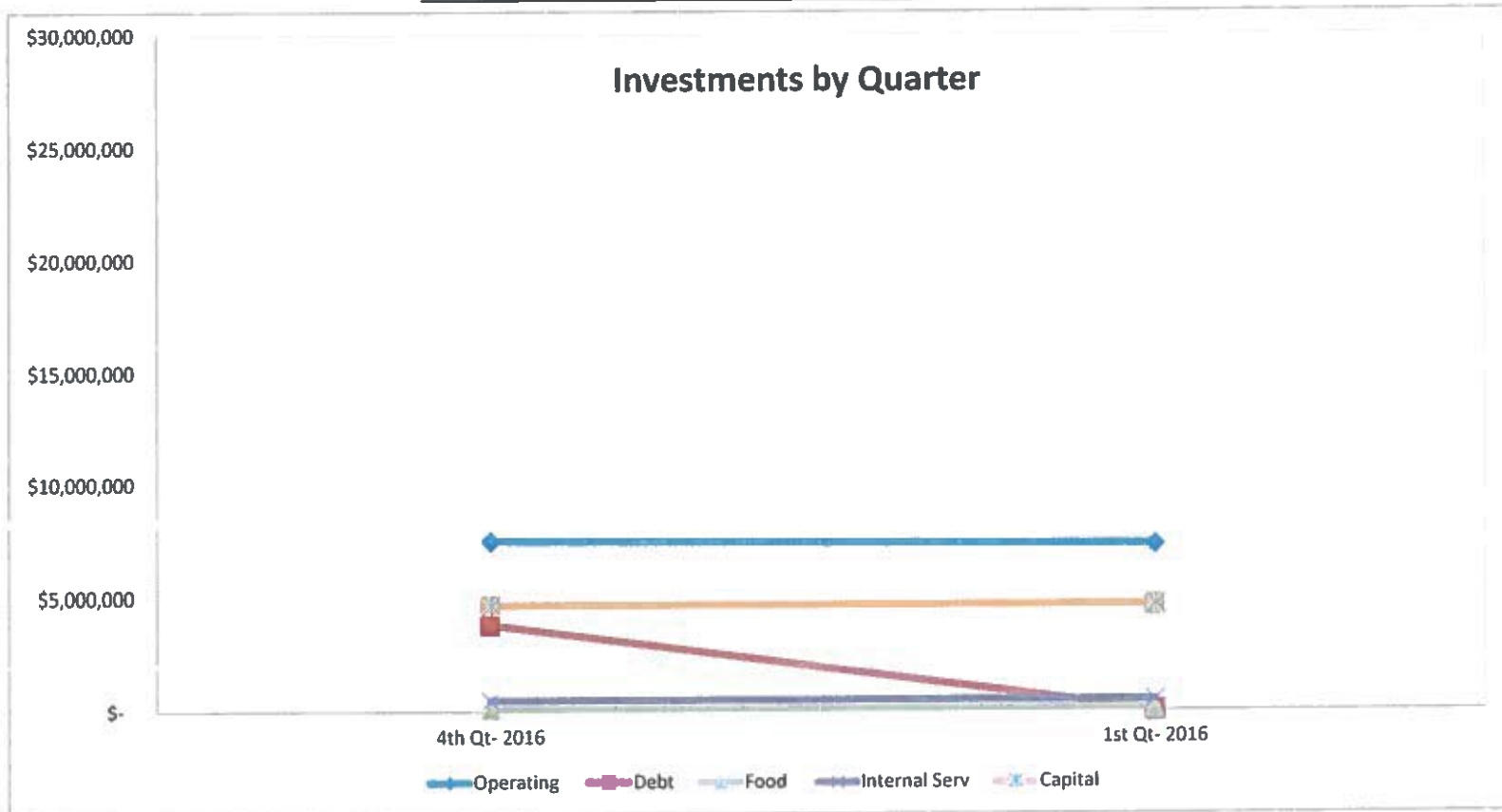
<u>Fund</u>	<u>Amount</u>	<u>Percentage</u>
Operating	\$ 7,371,657	57.67%
Debt	\$ 55,586	0.43%
Food Serv	\$ 134,451	1.05%
Internal Serv	\$ 501,924	3.93%
Capital	\$ 4,718,441	36.91%
Total	\$ 12,782,059	100.00%

Allocation of Investments by Fund



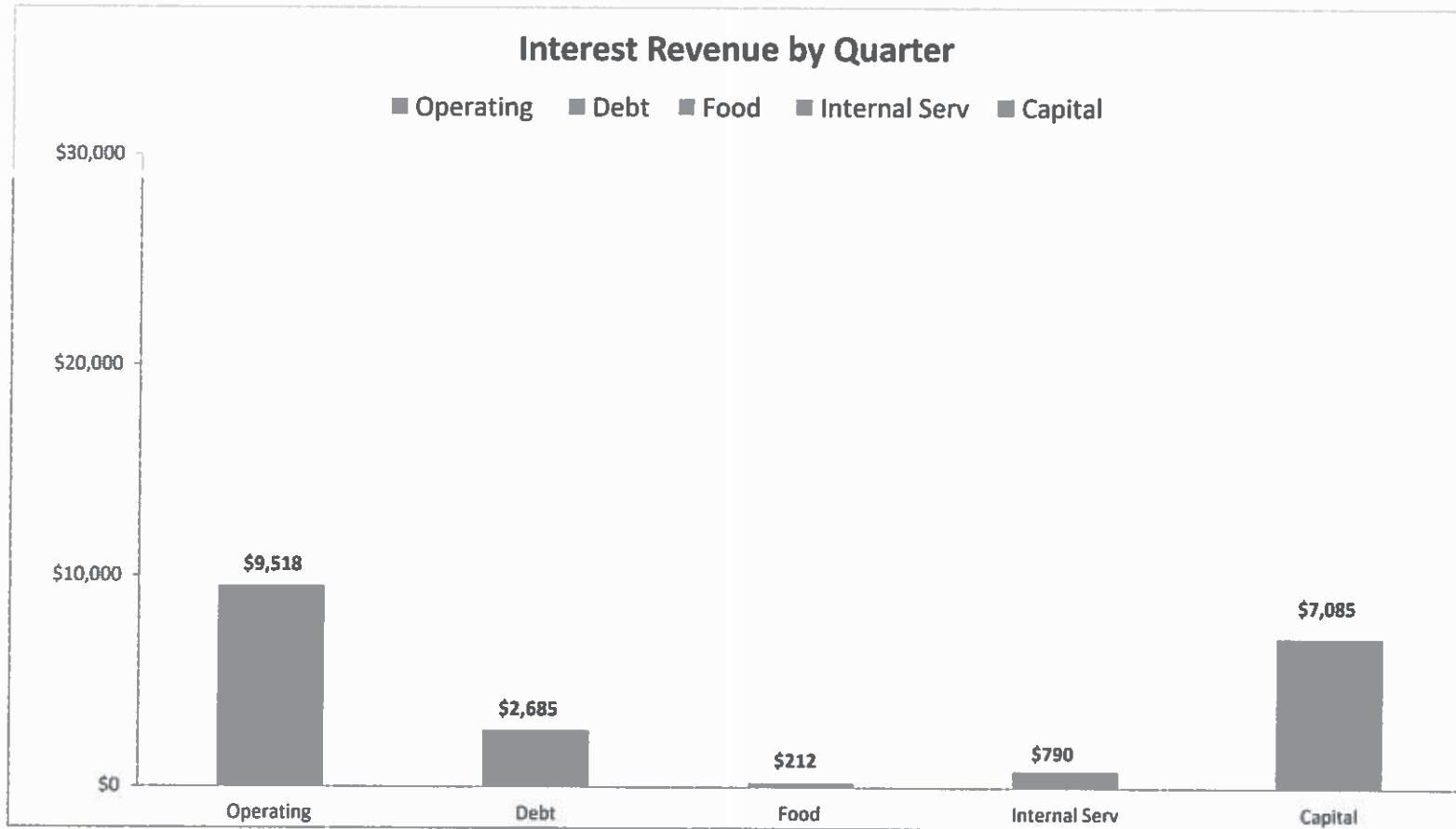
**Canutillo Independent School District
Quarterly Summary of Investments
09/30/2016**

<u>Fund</u>	<u>4th Qt- 2016</u>	<u>1st Qt- 2016</u>	<u>2nd Qt- 2016</u>	<u>3rd Qt- 2017</u>	<u>4th Qt- 2017</u>
Operating	\$ 7,540,694	\$ 7,371,657	\$ -	\$ -	\$ -
Debt	\$ 3,843,924	\$ 55,586	\$ -	\$ -	\$ -
Food	\$ 134,239	\$ 134,451	\$ -	\$ -	\$ -
Internal Serv	\$ 501,134	\$ 501,924	\$ -	\$ -	\$ -
Capital	\$ 4,714,716	\$ 4,718,441	\$ -	\$ -	\$ -
Total	\$ 16,734,707	\$ 12,782,059	\$ -	\$ -	\$ -



**Canutillo Independent School District
Quarterly Summary of Investments
09/30/2016**

<u>Interest</u>	<u>1st Qt- 2016</u>	<u>2nd Qt- 2016</u>	<u>3rd Qt- 2017</u>	<u>4th Qt- 2017</u>
Operating	\$ 9,518	\$ -	\$ -	\$ -
Debt	\$ 2,685	\$ -	\$ -	\$ -
Food	\$ 212	\$ -	\$ -	\$ -
Internal Serv	\$ 790	\$ -	\$ -	\$ -
Capital	\$ 7,085	\$ -	\$ -	\$ -
Total	\$ 20,290	\$ -	\$ -	\$ -



Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to approve the maintenance renewal with Prologic Technology System current vendor providing TEAMS information systems maintenance and support district-wide as set forth in signed agreement. Total \$99,211

Justification Statement: Discussion and possible action to approve the maintenance renewal with Prologic Technology Systems, Inc. the current vendor providing TEAMS information systems maintenance and support district-wide. This purchase will support TEAMS maintenance for information systems, interface products for 2016-2017 School Year.

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

Staff Responsible: Tony Flores

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

EAMS Systems maintenance and support renewal through Prologic Technology Systems, Inc. to support the 2016-2017 School year, service period of 9/1/16-8/31/17. Payment will be distributed and authorized as per the terms and conditions delineated within the signed agreement.

Systems to be supported: TEAMS Business Information System, Student Information System, I/T Technical Staff Training/Support, Third Party Applications, Human Resources, IBM DB2-UDB OEM SERVER, IVR Hosting Services, FORMS, User Group Annual Dues, Archive Storage 2015, Archive Storage 2014.

As stated in Board Policy CH (Local), any purchase that costs or aggregates to a cost of \$10,000 or more shall require board approval before a transaction may take place.

RECOMMENDATION: Administration recommends the approval and continued TEAMS maintenance and support renewal through Prologic Technology Systems, Inc.

PRIOR BOARD ACTION: Yes **AWARDED:** 11/16/15 **AWARDED AMOUNT:** \$92,253.27

AMOUNT(S): \$99,211.00

ACCOUNT NO(S):
199.53.6299.94.728.99

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

REQUESTING DEPARTMENT:
Information Technology- District-Wide Use

CONSEQUENCES OF NON-APPROVAL:
This will affect district-wide operations

IMPLEMENTATION TIMELINE:
Immediately Upon Approval

ATTACHMENT(S): ✓ Invoice from vendor, Signed Agreement, Annual Support Price Increase Memo





10801-1 N. Mopac Expressway, Suite 120
 Austin TX. 78759
 Phone: (800)227-0571 Fax: (512)342-1705
 www.ptsteams.com

Invoice

Date	Invoice #
9/1/2016	1391

Canutillo Independent School District
 ATTN: Accounts Payable
 PO BOX 100
 Canutillo, TX 79835-6209

	Terms	Service Period
	Due on receipt	9/1/16 - 8/31/17
Description	Quantity	Amount
TEAMS BIS	1	29,345.00
TEAMS SIS	1	36,698.00
I/T Technical Staff Training / Support	1	7,500.00
Third Party Applications	1	7,256.00
Human Resources	1	6,912.00
TEAMS IBM DB2-UDB OEM SERVER	1	5,500.00
TEAMS IVR Hosting Services	1	3,000.00
TEAMS FORMS	1	2,000.00
TEAMS User Group Annual Dues	1	500.00
Archive Storage 2015	1	250.00
Archive Storage 2014	1	250.00
	Total	\$99,211.00

2015 Invoice		2016 Invoice		Difference
TEAMS Business Information Systems	\$ 27,617.58	TEAMS BIS	\$ 29,345.00	\$ 1,727.42
TEAMS Student Information Systems	\$ 34,949.69	TEAMS SIS	\$ 36,698.00	\$ 1,748.31
		IT Technical Staff Training/Support	\$ 7,500.00	\$ 7,500.00
TEAMS Interface: Eduphoria	\$ 1,500.00			\$ (1,500.00)
TEAMS Interface: ParentLink	\$ 1,250.00			\$ (1,250.00)
TEAMS Interface: School Messenger	\$ 1,500.00			\$ (1,500.00)
TEAMS Interface: SNAP	\$ 1,500.00			\$ (1,500.00)
TEAMS Interface: VersaTrans	\$ 1,500.00			\$ (1,500.00)
TEAMS Interface: VersaTrans (07/01/15-08/31/15)	\$ 250.00			\$ (250.00)
THIRD PARTY PRODUCTS	\$ 7,256.00	Third Party Applications	\$ 7,256.00	\$ -
TEAMS Human Resources	\$ 6,912.00	Human Resources	\$ 6,912.00	\$ -
TEAMS IBM DB2-UDB OEM Server	\$ 5,500.00	TEAMS IBM DB2-UDB OEM Server	\$ 5,500.00	\$ -
		TEAMS IVR Hosting Services	\$ 3,000.00	\$ 3,000.00
TEAMS Forms	\$ 2,000.00	TEAMS Forms	\$ 2,000.00	\$ -
TEAMS User Group Annual Dues	\$ 500.00	TEAMS User Group Annual Dues	\$ 500.00	\$ -
		Archive Storage 2015	\$ 250.00	\$ 250.00
		Archive Storage 2014	\$ 250.00	\$ 250.00
		Total	\$ 92,235.27	\$ 6,975.73



9600 N Mopac Expressway, Suite 300
 Austin, TX 78759
 (800) 227-0571
 www.ptsteams.com

Invoice

Date	Invoice #
09/01/2015	2015238
Terms	
Due on receipt	

Bill To
Canutillo Independent School District ATTN: Accounts Payable PO BOX 100 Canutillo, TX 79835-6209

Quantity	Description	Rate	Amount
1	• TEAMS User Group Annual Dues	500.00	500.00
1	• TEAMS Human Resources	6,912.00	6,912.00
1	• TEAMS IBM DB2-UDB OEM SERVER	5,500.00	5,500.00
1	• TEAMS INTERFACE: Eduphoria	1,500.00	1,500.00
1	• TEAMS INTERFACE: ParentLink (11/01/15-08/31/16)	1,250.00	1,250.00
1	• TEAMS INTERFACE: School Messenger	1,500.00	1,500.00
1	• TEAMS INTERFACE: SNAP	1,500.00	1,500.00
1	• TEAMS INTERFACE: Versa Trans	1,500.00	1,500.00
1	• TEAMS INTERFACE: Versa Trans (07/01/15-08/31/15)	250.00	250.00
1	• TEAMS FORMS	2,000.00	2,000.00
1	• TEAMS Business Information System	27,617.58	27,617.58
1	• TEAMS Student Information System	34,949.69	34,949.69
1	• THIRD PARTY PRODUCTS	7,256.00	7,256.00
		Total	\$92,235.27

09/01/15-08/31/16

Prologic Technology Systems, Inc.

Memorandum

To: Claudia Morales
From: Melanie Lewis
CC: Sean Benton

The increase in the 2016 TEAMS Annual Support is due to inflation over the life of the product.

SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT

This **SOFTWARE LICENSE AND SUPPORT SERVICES AGREEMENT** ("**License**" or "**Agreement**") is entered into on the Effective Date by Prologic Technology Systems, Inc., a Texas corporation, with its principal business offices at 9600 N. Mopac Expressway, Suite 300, Austin, Texas 78759 ("**Licensor**") and Canutillo I.S.D., a governmental subdivision, with its principal business offices located at 7965 Aircraft Road, El Paso, TX 79932 ("**Licensee**").

For and in consideration of the following premises and agreements of the parties, Licensor agrees to license to Licensee, and to provide support services for, the TEAMST[™] software modules identified on **Exhibit A** ("**Licensed Software Modules**"). TEAMST[™] is a trademark of Licensor.

I. LICENSE

Section 1.01 -- Grant of License: Subject to the provisions of this Agreement, Licensor hereby grants to Licensee a non-exclusive and non-transferable perpetual license to use the Licensed Software Modules and the documentation produced by Licensor for the applicable Licensed Software Module ("**Documentation**") solely for Licensee's internal use on the computer system described in **Exhibit C** ("**Computer**"). Use of the Licensed Software Modules with a computer system other than the Computer may affect the license fees. Licensee may not (i) reverse engineer, de-compile, disassemble, or otherwise translate any Licensed Software Modules, (ii) copy any Licensed Software Modules other than making one (1) archival copy for back-up, disaster recovery and similar uses, (iii) assign, sub-license, transfer, pledge, lease, rent, or share the Licensed Software Modules or Licensee's rights under this Agreement, or (iv) use the Licensed Software Modules to prepare other software products or works.

Section 1.02 -- Installation: Licensor shall install the Licensed Software Modules on the Computer and Licensee shall provide reasonable assistance to promptly facilitate such installation.

Section 1.03 -- Use at Licensee's Facilities Only: Except as may be separately authorized by Licensor in writing, Licensee shall use the Licensed Software Modules only on the Computer and only at the facilities of Licensee, except that in an emergency situation, Licensee may use the Licensed Software Modules on any computer and at any facilities while securing the aforementioned authorization provided that Licensor is notified immediately as to any such emergency.

II. FEES AND PAYMENT

Section 2.01 -- Fees: Licensee shall pay the License Fees and the Support Fees in accordance with **Exhibit B**.

Section 2.02 -- Nonappropriation: Licensee represents and warrants that it has appropriated and budgeted the necessary funds to make payments required pursuant to the Agreement for the remainder of the fiscal year in which the Agreement term commences, and that it currently intends to make payments as scheduled in the Agreement. In the event Licensee is unable to appropriate sufficient funds in any future fiscal year for license payments or maintenance and support payments or if other funds are not legally appropriated for such payments, then Licensee shall give Licensor written notice of such event and the license shall terminate at the end of the Licensee fiscal year.

Upon the effective date of the termination, Licensee shall return all equipment subject to the Agreement and shall cease use of any software provided pursuant to the Agreement.

Section 2.03 -- Expenses: Licensee shall pay all reasonable direct expenses (without mark-up) incurred by Licensor at Licensee's request in providing any services pursuant to this License. Such direct costs shall include (without limitation) postage, telephone, travel, material and reproduction costs and shall be approved in writing whenever any expense, or series of expenses, is reasonably expected by Licensor to exceed \$500.00. Licensor shall provide reasonable substantiation of all expenses for which reimbursement is requested.

Section 2.04 -- Taxes: Licensee shall pay any and all applicable taxes, except for taxes based upon the net income of Licensor.

Section 2.05 -- Invoicing and Payment: Payment is due within thirty (30) days after the date of Licensor's invoice. Past due amounts are subject to an interest charge of the lower of one and one-half per cent (1-1/2%) per month or the highest rate permitted by law plus all reasonable fees and expenses of collection. Time is of the essence with respect to payments to Licensor.

III. SERVICES

Section 3.01 -- Generally: Licensor shall provide the following support and maintenance services ("**Services**") in consideration of Licensee's payment of the annual Support and Maintenance fees set forth on **Exhibit B** for the Licensed Software Modules: (i) installation of the Licensed Software Modules on a mutually agreed upon schedule; (ii) telephone consulting services between the hours of 7:30 a.m. and 5:30 p.m. Central Time, Monday-Friday, excluding Licensor holidays; (iii) diagnostic and corrective services to correct errors or defects in the Licensed Software Modules; (iv) one copy of all service releases or corrections to Licensed Software Modules generally furnished by Licensor; (v) one machine-readable copy of any and all updates to Licensed Software Modules; and (vi) Technical Support as defined in Section 3.02. Support and maintenance shall not be construed to include new software programs that are not designated by Licensor to be updates of Licensed Software Modules, changes to the Licensed Software Modules necessitated by regulatory requirements or Licensed Software Modules changes necessitated by operating system changes in Licensee's Computer.

Section 3.02 -- Technical Support: Licensor will provide technical support for the Licensed Software Modules and all Licensed Software Modules ("**Technical Support**") as follows:

- i. Technical Support shall be available from Licensor to Licensee during Licensor's business hours (7:30 a.m. to 5:30 p.m. Central Time, Monday-Friday, excluding Licensor holidays for minor problems and technical assistance. When an emergency or major problem is reported, pager coverage shall be provided by Licensor.
- ii. Licensor will normally provide Licensee with Technical Support within the next half business day after Licensor is notified during Licensor's normal business hours.
- iii. The following defines the various classifications of Technical Support response:

Category 1

Situation Condition: Occurs when a material feature or function specified in the Specifications is substantially inoperative or unable to perform and no reasonably acceptable work around is reasonably and immediately available.

Support Efforts: Licensor shall apply dedicated resources continuously, on a priority basis, until a solution or acceptable work around is found.

Target Resolution Time: Two (2) business days from receipt of notice from Licensee by Licensor.

Category 2

Situation Condition: The functionality of a significant feature or function specified in the Specifications is materially impaired and no reasonably acceptable work around is immediately available.

Support Efforts: Resources dedicated, subject to Category 1 matters, until a solution or work around is found.

Target Resolution Time: Five (5) business days from receipt of notice from Licensee by Licensor.

Category 3

Situation Condition: Certain features or functions set forth in the Specifications of are difficult to use or performance is substantially degraded, but impact is minimal on user.

Support Efforts: Resources are dedicated, on a commercially reasonable basis, until a solution or work around is found.

Target Resolution Time: Twenty (20) business days from receipt of notice from Licensee by Licensor.

Section 3.03 -- Additional Services: Training, implementation and consulting Services will be performed on a mutually agreed upon schedule and the applicable fees will be set forth on **Exhibit B**. Provided that Licensee is in compliance with all material terms of this Agreement. Licensee shall be able to obtain Services and Technical Support for the Licensed Software Modules so long as Licensor offers such Services and Technical Support.

Section 3.04 -- Continued Availability of Support Services: Provided that Licensee is in compliance with all material terms of this Agreement. Licensee shall be able to obtain Services relating to the Licensed Software Modules so long as Licensor generally offers such Services.

Section 3.05 -- Licensee Responsibilities: Licensee shall, at its expense, prepare and maintain the site where the Licensed Software Modules will be used in accordance with the published specifications for operating environments. Licensee assumes the full responsibility to back-up and/or otherwise

protect its data against loss, damage or destruction before Services are performed by Licensor. Licensee also agrees to permit prompt access to equipment consistent with Licensee's generally applicable standard security requirements and to provide reasonable assistance and facilities so as to expedite the performance of Services by Licensor. Licensee shall provide Licensor with an accurate description of all software and related items (collectively, "Items") that may be necessary for Licensor to access during the performance of Services or the provision of any deliverables hereunder. Licensee hereby authorizes Licensor to access the Items for the purposes of performing such Services or providing such deliverables. Licensee warrants that it owns or possesses all rights necessary to authorize Licensor to access such Items. Licensee will permit Licensor to review Licensee's use of the Licensed Software Modules to assure Licensee's compliance with this Agreement.

IV. CONFIDENTIAL INFORMATION

Section 4.01 -- Confidentiality Obligations: From time to time the parties may provide confidential business and technical information to one another in connection with this Agreement ("**Confidential Information**"). Such information shall be reasonably designated as confidential upon or prior to disclosure by the disclosing party; provided, however, Confidential Information shall mean and include, but not be limited to, the following categories information: this Agreement, Licensed Software Modules; Documentation; the fees under this Agreement; all data and databases; reports; lists; records; student information of any type or nature: software; documentation in any media; financial matters; and all non-public information and similar items irrespective of any such legending or written confirmation thereof. Each party represents and warrants that it owns or has all rights necessary to disclose the Confidential Information. The recipient agrees to use at least the same effort to avoid disclosure of said Confidential Information as is used with respect to similar confidential information of the recipient which the recipient does not wish to be disclosed, but in no event less than reasonable care. Other than as reasonably required to fulfill the obligations of the recipient under this Agreement, the recipient of any Confidential Information shall not ever use, directly or indirectly, nor disclose nor permit access to the Confidential Information or any part thereof to any other person, firm or corporation and shall further restrict dissemination of the Confidential Information within its own organization and professional advisors on a "need-to-know" basis. All Confidential Information disclosed shall remain the property of the party making the disclosure. All documents containing Confidential Information, if any, furnished shall remain the property of the disclosing party and shall be returned to the disclosing party promptly at its written request together with all copies made thereof. Notwithstanding the foregoing, the recipient shall not be required to protect or hold in confidence any Confidential Information which (i) is or becomes part of the public domain; (ii) is known to the recipient and is reduced to writing by the recipient prior to disclosure, (iii) is subsequently rightly received by the recipient from a third party, (iv) is independently developed by the recipient, (v) is disclosed under operation of law, or (vi) is disclosed with the written approval of the disclosing party.

The parties shall comply with the provisions of the Family Educational Rights and Privacy Act, 20 USC Section 12.32g and the applicable provisions of the Texas Public Information law, Section 552.001 et seq., Texas Government Code, regarding maintaining the confidentiality of student records. Nothing in this Agreement shall authorize the release of any personally identifiable student information in violation of applicable federal or state law."

Notwithstanding the foregoing, the Licensee is required to comply with the provisions of the Texas Public Information Act, Section 552.001, et seq., Texas Government Code. The Licensee is not

authorized to maintain confidentiality of any information that is required by law to be public information.

V. EXCLUSIVE WARRANTIES, INDEMNIFICATION AND DISCLAIMERS

Section 5.01 -- General: Licensee recognizes and understands that the Licensed Software Modules are new and untested products, and the fees to be paid by Licensor have been negotiated to account for the untried nature of the Licensed Software Modules. Although Licensor makes all of the warranties set forth in Section 5.02 below, Licensor does not warrant that the operation of the Licensed Software Modules (including Enhancements and Updates) will be uninterrupted or error-free.

Section 5.02 -- Exclusive Licensed Software Module Warranty: Licensor's exclusive limited warranty applicable to Licensed Software Modules is that the Licensed Software Modules, under normal use and service, will substantially conform to the Specifications applicable to the Licensed Software Modules) in all material respects and will be capable of being put into full commercial productive use in accordance with the Specifications. The period of this warranty periods is for ninety (90) days from the date of Acceptance. In the event Licensor breaches this warranty, Licensee's exclusive remedy shall be, at Licensor's option and expense, (i) to have Licensor correct any discrepancy in performance that materially impairs the functionality of the Licensed Software Modules, or (ii) Licensor shall refund the price paid to Licensor for the Licensed Software Modules provided that Licensee allows Licensor to de-install the Licensed Software Modules within thirty (30) days of the notification to Licensor of the discrepancy during the warranty period.

Section 5.03 -- Exclusive Services Warranty: With respect to Services, Licensor's exclusive warranty is that the Services shall be performed in a workmanlike fashion. In the event Licensor breaches this warranty, Licensee's exclusive remedy shall be, at Licensor's option and expense, (i) to have Licensor correct such Services or (ii) Licensor shall refund the price paid for the applicable portion of the Services.

Section 5.04 -- Exclusive Infringement Warranty: Licensor's exclusive warranty regarding infringement is that Licensor has developed the Licensed Software Modules and Documentation and/or has all right, title and interest in and to the Licensed Software Modules and Documentation necessary to grant the rights under this Agreement and that the Licensed Software Modules and Documentation do not infringe any United States patent, copyright or trade secret. Licensor agrees to defend Licensee against a lawsuit and pay all damages, costs and reasonable attorney's fees finally awarded against Licensee resulting from any claim that any Licensed Software Modules and/or Documentation created or provided by Licensor infringe any of the foregoing provided Licensee gives Licensor prompt written notice of any claim, and provides reasonable cooperation to Licensor in the investigation and defense of such claim and grants Licensor exclusive control of the defense and settlement thereof. In the event of any such infringement, Licensor shall, at its option and expense, either (i) replace or modify the Licensed Software Modules and Documentation so that they become non-infringing, or (ii) accept return of the Licensed Software Modules and Documentation and refund an amount equal to Licensee's depreciated value of the returned items found to be infringing. Licensor shall have no liability for infringements caused in whole or in part by Licensee, third parties or alterations or combinations not reviewed and approved in writing in advance by Licensor or that are not performed or provided by Licensor. Licensee may fully participate in the defense and/or settlement or compromise of any claim of infringement at Licensee's expense. . The

foregoing constitutes the exclusive warranty of Licensor and exclusive remedy of Licensee with respect to any claim or action for infringement.

Section 5.05 -- DISCLAIMERS: EXCEPT AS EXPRESSLY PROVIDED HEREIN, LICENSOR MAKES NO REPRESENTATION OR GUARANTEE WHATSOEVER AND SPECIFICALLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE NOR DOES LICENSOR MAKE ANY REPRESENTATION AS TO PREVENTING OR RESOLVING ANY PROBLEMS OR PRODUCING ANY SPECIFIC RESULTS.

VI. TERM

Section 6.01 -- Term: This Agreement shall be effective as of the last date written below and shall continue until Licensee ceases to use the Licensed Software Modules or the date of Licensee's breach of any of the provisions of this Agreement at which time Licensee's rights hereunder shall terminate.

Notwithstanding anything to the contrary, Licensee shall have the right to terminate this Agreement with or without cause at any time upon 180 days written notice to Licensor.

Section 6.02 -- Actions Required Upon Termination: Upon termination of this Agreement, Licensee shall immediately cease the use of all Licensed Software Modules and Documentation and permit Licensor to de-install all Licensed Software Modules provided to Licensee by Licensor pursuant to this Agreement and Licensee will return all Documentation to Licensor.

VII. MUTUAL LIMITATION OF LIABILITY

Section 7.01 -- Limitation of Liability: EXCEPT FOR LICENSEE'S BREACH OF SECTION 1.01. ABOVE, NEITHER PARTY SHALL HAVE ANY LIABILITY UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPTING LICENSOR'S OBLIGATIONS CONCERNING INFRINGEMENT SET FORTH IN SECTION 5.04 ABOVE, IN NO EVENT SHALL LICENSOR'S LIABILITY ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT OR OTHERWISE EXCEED THE LESSER OF LICENSEE'S ACTUAL AND DIRECT DAMAGES PROXIMATELY CAUSED BY LICENSOR OR THE AMOUNTS PAID TO LICENSOR BY LICENSEE UNDER THIS AGREEMENT.

VIII. MISCELLANEOUS

Section 8.01 -- Force Majeure: Licensor shall not be liable for any delay or failure to perform its obligations due directly to any cause beyond its reasonable control. including, without limitation, lack of cooperation or assistance by Licensee, labor difficulties, fire, accident, act of the public enemy, war, public disturbances, sabotage, transportation delay, or act of God, government or the judiciary or information or systems disruption caused by a third party that materially impairs Licensor's performance hereunder.

Section 8.02 -- Assignment: Neither the Licensor nor the Licensee may assign this Agreement or any rights hereunder without specific prior written consent of the other party. Either party may, in its discretion, withhold consent. Any attempted assignment in violation of the foregoing will be void.

Section 8.03 -- Amendments and Modifications: Amendments or modifications of any provision of this Agreement shall not be binding unless such amendment or modification is in writing and signed by an authorized representative of both parties.

Section 8.04 -- Severability: If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provision or by its severance herefrom. Furthermore, in lieu of such illegal, invalid, or unenforceable provision there shall be added automatically as a part of this Agreement a legal, valid, and enforceable provision as similar in terms to the illegal, invalid, or unenforceable provision as may be possible.

Section 8.05 -- Captions: The headings and captions of this Agreement are inserted for reference convenience and do not define, limit or describe the scope or intent of this Agreement or any particular section, paragraph, or provision.

Section 8.06 -- Counterparts: This Agreement may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

Section 8.07 -- Governing Law: This Agreement shall be construed in accordance with the laws of the State of Texas excluding its conflicts of laws rules and jurisdiction to enforce the arbitration provisions contained herein shall reside in the courts within the State of Texas. THE PARTIES AGREE THAT THE PROVISIONS OF THE UNIFORM COMPUTER INFORMATION TRANSACTIONS ACT, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT, THE UNIFORM ELECTRONIC TRANSACTIONS ACT, ANY STATUTORY ADOPTIONS OR EQUIVALENTS OF THE AFOREMENTIONED ACTS AND CONVENTION, AND ANY OTHER LAWS OR REGULATIONS OF ANY STATE OR COUNTRY RELATED TO ELECTRONIC CONTRACTS, ELECTRONIC SIGNATURES, OR ELECTRONIC RECORDS SHALL NOT APPLY TO THE PARTIES. ANY ORDER OR THIS AGREEMENT.

Section 8.08 -- Notice: Notices shall be in writing and shall be deemed delivered in person when delivered by courier or mailed postage prepaid by Certified Mail, Return Receipt Requested, to the person and address designated below. Notice shall be deemed given on the date of receipt, as evidenced in the case of Certified Mail by Return Receipt.

Licensor

President
Prologic Technology Systems, Inc.
9600 N. Mopac Expressway, Suite 300
Austin, Texas 78759

Licensee

Executive Director School Resources
Canutillo I.S.D.
7965 Artcraft Road
El Paso. TX 79932

Section 8.09 -- Waiver: Waiver of breach of this Agreement shall not constitute waiver of another breach. Failing to enforce a provision of this Agreement shall not constitute a waiver or create an estoppel from enforcing such provision.

Section 8.10 -- Relationship of the Parties: It is agreed that the relationship of the parties is primarily that of a licensee and licensor. Neither party shall have, nor shall represent that it has, any power, right or authority to bind the other. or to assume or create any obligation or responsibility, express or implied, on behalf of the other or in such other party's name. Nothing stated in this Agreement shall be construed as constituting a partnership, joint venture or as creating the relationships of employer/employee, franchisor/franchisee or principal/agent between the parties.

Section 8.11 -- Arbitration: The parties agree that any controversy or claim (whether such controversy or claim is based upon or sounds in statute, contract, tort or otherwise) arising out of or relating to this Agreement, any performance or dealings between the parties, or any dispute arising out of the interpretation or application of this Agreement, which the parties are not able to resolve, shall be settled exclusively by arbitration in El Paso, Texas by a single arbitrator pursuant to the American Arbitration Association's Commercial Arbitration Rules, including the Optional Rules for Emergency Measures of Protection, then in effect and judgment upon the award rendered by the arbitrator shall be entered in any court having jurisdiction thereof and such arbitrator shall have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. The arbitrator shall be chosen from a panel of licensed attorneys having at least fifteen (15) years of professional experience who are familiar with the subject matter of this Agreement. The arbitrator shall be appointed within thirty (30) days of the date the demand for arbitration was sent to the other party. Discovery shall be permitted in accordance with the Federal Rules of Civil Procedure. All aspects of the arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the arbitration, except as necessary to enforce award or to comply with legal or regulatory requirements. Before making any such disclosure, the party intending to make the disclosure shall give the other party written notice of such intention and shall afford the other party a reasonable opportunity to protect its interests, which such period shall not be less than twenty (20) days from the non-disclosing party's receipt of the aforementioned written notice.

Section 8.12 -- Arbitration Expense: If an arbitration proceeding is brought pursuant to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees, costs and necessary disbursements incurred in addition to any other relief to which such party may be entitled.

Section 8.13 -- Bankruptcy. If Licensor suffers an insolvency, and either a debtor-in-possession or the trustee in a case under the Bankruptcy Code rejects this Agreement as permitted in the Bankruptcy Code, then Licensee may elect to retain its rights (including all license and/or ownership

rights) under this Agreement to the maximum extent provided in Section 365(n) of the Bankruptcy Code.

Section 8.14 – Entire Agreement: This Agreement constitutes the entire agreement between the parties and may only be modified by a written instrument executed by an authorized officer of both parties. All proposals, negotiations and representations (if any) made prior, and with reference to the subject matter of this Agreement, are merged herein. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party. Neither Licensor nor Licensee shall be bound by any oral agreement or representation, irrespective of when made. Licensor and Licensee agree that use of preprinted forms, such as purchase orders or acknowledgments, are for convenience only and all terms and conditions stated thereon, except for the information requested by this Agreement, are void and of no effect.

IN WITNESS WHEREOF, this License has been executed as of the last date written below.

LICENSOR:

LICENSEE:

PROLOGIC TECHNOLOGY SYSTEMS, INC.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: *Jim Pepper*

BY: *Sam Padilla*

TITLE: President

TITLE: Superintendent
Authorized Representative

Date: July, 18 2006

DATE: June 26, 2006

EXHIBIT A

“Licensed Software Modules”

TEAMS Business Administration
Security
Workflow
LDAP/Active Directory Interface
Online Application
Applicant Tracking
Applicant Hire
Position Inventory
Payroll Records
Time and Attendance
After School Care – Accounts Receivable
Copy Center
After School Care – Billing
Payroll Processing
TRS
Employee Self-service
Accounts Receivable
Procurement
Bid Management
General Ledger
Budgeting
E*Payment
Accounts Payable
Fixed Assets
Warehouse Inventory
Absence Reporting/Substitute Calling
Professional Development

TEAMS Student Administration
Textbook
After School Care - Enrollment
Enrollment/Demographics
Scheduling - Processor 1
After School Care – Site Management
Attendance
Grading
Transcripts/Graduation Requirements
Discipline
Scheduling – Maintenance
Scheduling – Processor II
PEIMS
Health
Special Programs
Scheduling – Master Schedule Builder
Gradebook

EXHIBIT B

Fees

SOFTWARE MODULE LICENSE, SUPPORT AND MAINTENANCE FEES

Module	License Fee	Annual Support and Maintenance Fees
TEAMS Human Resources	\$41,040	\$6,912
TEAMS Payroll	43.092	7,258
TEAMS Finance	104.652	17.626
TEAMS Student	170.544	33.792
3 rd Party Applications	36.280	7,256

Support, Maintenance and Technical Support will be provided at no charge for ninety (90) days after Installation.

Payment Schedule:

Module	License Payment Month (1)	License Payment	Maintenance and Support Payment Month	Maintenance and Support Fees
Human Resources	May 2006	\$41,040	August 2006	\$6,912
Student (Phase I)	May 2006	136.435	August 2006	27,034
3 rd Party Applications	May 2006	25.000	May 2006	5.000
Payroll	June 2006	43.092	September 2006	7.258
Student (Phase II)	January 2007	34,109	August 2006	6.758
Finance	January 2007	104.652	April 2007	17.626
3 rd Party Applications	October 2006	11,280	October 2006	2,256

(1) Or the date when the Licensed Software Module(s) are delivered by Licensor.

Additional Services:

Training, implementation, implementation management, data conversion and consulting services will be performed on a mutually agreed upon schedule and the applicable fees will be the lesser of \$1,000 per day or \$125.00 per hour, during the first two (2) years following the date of this Agreement. Thereafter the hourly rate for such Services shall be Licensor's then standard hourly rate.

EXHIBIT C
COMPUTER SYSTEM DESCRIPTION

The Term "Computer" shall mean the following Computer Hardware: _____