

Agenda of Special Meeting

The Board of Trustees Canutillo ISD

A Special meeting of the Board of Trustees of Canutillo ISD will be held August 25, 2009, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. CALL TO ORDER
 2. ROLL CALL
 3. PUBLIC HEARING
 4. CONSENT AGENDA
 - A. Consider approval of Prologic IBM Software Upgrade 2
 - B. Consider approval of Census Resolution 16
 - C. Consider approval of year-end budget amendments
 5. NEW BUSINESS
 - A. Consider adoption of 2009-2010 budget
Presenter: Mr. Reza
 - B. Consider approval of certified values from the Central Appraisal District - combined final net taxable value of \$1,308,881,638
Presenter: Mr. Reza
 - C. Consider adoption of Ordinance Approving Tax Rate for Fiscal Year 2009-2010 19
Presenter: Mr. Reza
 - D. Consider adoption of an Order Calling a Roll Back Election, providing for the conduct of the election and giving notice of the election 20
Presenter: Mr. Baskind
 6. 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.

CANUTILLO INDEPENDENT SCHOOL DISTRICT
OFFICE OF THE SUPERINTENDENT

Date: August 20, 2009

Subject: Prologic IBM Software Upgrade

Presenter: LuAnn Escobar/Ron Gatlin

ACTION

1. BACKGROUND INFORMATION:

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. This request is to approve the Prologic IBM Software Upgrade in the amount of \$13,500.00 from Prologic Technology Systems, Inc. (Enclosed is a copy of the contract with Prologic)

2. SUPERINTENDENT RECOMMENDATION:

The Superintendent recommends the approval of the Prologic IBM Software Upgrade in the amount of \$13,500.00 from Prologic Technology Systems, Inc.

3. BOARD ACTION REQUESTED:

The Board of Trustees approves the purchase as recommended by the Superintendent.

MOTION _____ SECOND _____

AYES _____ NAYS _____



Date: August 13, 2009

To: Canutillo ISD Board of Trustees

From: LuAnn Escobar, Interim Executive Director School Resources

Subject: IBM Database Upgrade-2 IBM DB2 Workgroup License for two processors

Description/justification: Prologic has been informed by IBM that their current free version IBM DB2 Express, which is the database software currently used for data storage on TEAMS will be upgraded. The upgrade to version 9.5 includes a memory usage downgrade and the end of life support on version 9.1 which is currently in use by our district. The reduction in memory usage decreased from 4 gigabytes to 2 gigabytes.

Our district is already experiencing database performance issues. These performance issues will increase with the upgrade to version 9.5. Prologic recommends that Canutillo ISD migrate to the DB2 Workgroup Edition, which has an increase to 16GB of memory. As part of our maintenance agreement with Prologic, they will install the IBM DBS Workgroup edition, and provide the district with an additional 7 hard drives for the database. Prologic will also move the existing 3 hard drives from the database server to the application server.

Vendor name: Prologic Technology Systems, Inc.

Category: CSP 05-17

Funding source: 199.53.6399.00.728.9.99 (General Supplies)

Cost: \$13,500.00

Participating Schools: District Wide

Signature: LuAnn Escobar
Interim Executive Director School Resources

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 Artcraft 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 TEAMS™ software modules identified on Exhibit A ("Licensed Software Modules"). TEAMS™ 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:

PROLOGIC TECHNOLOGY SYSTEMS, INC.

BY: _____

TITLE: President

Date: JULY 18, 2006

LICENSEE:

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BY: _____

TITLE: Superintendent

Authorized Representative

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:

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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: _____

While meeting local, state and national curriculum needs, Census in Schools helps students learn what a census is and why it's important to them, their families and the community.

The Census Goes to School

A Guide for Educators and Community Leaders

The Census in Schools Project, "Making Sense of Census 2000," offers educators the opportunity to acquire colorful, hands-on, high-interest, grade-level appropriate lessons to help introduce students to Census 2000. Scholastic Inc., a publisher of educational materials for more than 75 years, was selected to develop and disseminate these materials for the Census Bureau.

The Census in Schools Project Strives to:

- Help students learn what a census is and why it's important to them, their families and the community.
- Increase participation in Census 2000 by engaging parents through schools and through the active involvement of children and teens.
- Galvanize students, teachers and families to support Census 2000.
- Recruit teachers and parents to work as census takers and in other support jobs.

Tools for the Teacher:

Teachers in all public, private, Bureau of Indian Affairs and tribal schools will have the opportunity to use "Making Sense of Census 2000," a series of teaching materials developed for the Census Bureau by Scholastic to help educate students and their families about Census 2000. The Census in Schools Project includes the following materials:

- Teachers' kits for grades K-4, 5-8 and 9-12.
- A principal's kit.
- A class set of student take-home guides, with a short teacher lesson guide and a letter to the parents encouraging them to participate and respond to Census 2000.
- Materials for children enrolled in Head Start and their parents.
- A booklet for use in adult ESL, citizenship and literacy classes.

How Teachers Obtain Teaching Materials:

- By April 15, 1999, teachers (elementary and secondary social studies and math) in 40 percent of the nation's schools will receive information about the Census in Schools Project with invitations to order teaching kits.
- Principals of the remaining schools will receive a teaching kit to distribute to teachers, along with information for ordering additional kits and instructions on downloading Census in Schools materials from the Internet.
- All education materials will be available on the Internet. Visit the Census Bureau's web page at <www.census.gov>. Click on Census 2000 and Census in Schools.
- Information will also be distributed to educators at conferences and through education association newsletters and journals.

D-3242 (10-27-99)

U.S. Department of Commerce
Economics and Statistics Administration
BUREAU OF THE CENSUS

An Equal Opportunity Employer

U.S. Census Bureau, the Official Statistics™



United States
**Census
2000**

The census is how America knows what America needs!

For additional information about Census 2000, visit the Census Bureau's Internet site at <http://www.census.gov> or call one of our Regional Census Centers across the country:

Atlanta 404-331-0573

Boston 617-424-4977

Charlotte 704-344-6624

Chicago 312-353-9759

Dallas 214-655-3060

Denver 303-231-5029

Detroit 248-967-9524

Kansas City 816-801-2020

Los Angeles 818-904-6522

New York City 212-620-7702
or 212-620-7703

Philadelphia 215-597-8312

Seattle 206-553-5882

Educators and Community Leaders Can Contribute by:

- Encouraging local school systems to use "Making Sense of Census 2000" during the coming year.
- Promoting "Making Sense of Census 2000" to:
 - ✓ Social studies, math and elementary teachers.
 - ✓ Head Start instructors.
 - ✓ Teachers of American Indian and Alaska Native children, migrant children and adults, adult ESL and GED students and citizenship students.

Each Teacher's Kit Includes:

- **Introductory Letter** — Describes Census 2000 and the education project.
- **Teaching Guide** — 24-pages of census-related, grade-range, specific lesson plans that comply with national standards.
- **Giant Wall Map** — A 4 X 6-foot wall map showing the United States population.

Each Principal's Kit Contains:

- **Letter to Teachers** — A reproducible letter for principals to distribute to teachers, explaining the critical role that the census plays in allocating resources for schools and describing the teaching materials.
- **Power of the Census Poster** — For display in the school lobby or hallway, this poster promotes the importance of the Census and tells why it's important for everyone in the community to fill in and return their Census 2000 questionnaire.
- **Teacher Flyer** — This reproducible flyer can be placed in teachers' mailboxes or posted in the teachers' rooms.
- **Supplemental Letters** — A reproducible letter in various languages, promoting the value of an accurate census to non-English speaking parents.
- **Parent's Association Promotional Guide** — A four-page reproducible guide designed as a quick and easy reminder to help principals inform members of the schools' PTA or PTO and other community groups, of the importance of Census 2000.

When Will Materials Be Available?

March 1999: The Census Bureau will launch the Census in Schools Project and teachers will begin receiving invitations to order materials. Teaching materials available on the Internet.

January 2000: Principal kits will be mailed.

March 2000: Take-home materials will be mailed to teachers.

This Is Your Future. Don't Leave It Blank.

Census 2000 will help decision-makers understand which neighborhoods need new schools and which ones need greater services for the elderly. But they won't be able to tell what communities need if people don't fill out their census forms and mail them back.

By law, the Census Bureau cannot share answers with others, including welfare agencies, the Immigration and Naturalization Service, the Internal Revenue Service, courts, police and the military. Anyone who breaks this law can receive up to five years in prison and \$5,000 in fines. The law works — millions of questionnaires were processed during the 1990s without any breach of trust. Answering the census is safe and important.



THE CANUTILLO INDEPENDENT SCHOOL DISTRICT

Board Resolution No. 20094

WHEREAS, the United States Constitution requires a Census of the population every ten years;

WHEREAS, the Canutillo Independent School District recognizes the vital importance of an accurate 2010 Census, which affects our community's political representation in the United States House of Representatives and in the State Legislature;

WHEREAS, having an accurate and complete Census count is important to the Canutillo Independent School District in determining the percentage of Federal and State funds returned to the community;

WHEREAS, every person of the community counts and deserves to be counted;

WHEREAS, the U.S. Census Bureau recommends that local governments work together to form *Complete Count Committees*, which are teams of community leaders to develop and implement a locally based outreach and awareness campaign for the 2010 Census and ensure every person in this jurisdiction is counted;

WHEREAS, we recognize the need for all departments, agencies, bureaus, offices and other similar entities within the Canutillo Independent School District to promote policies, practices and procedures that will help to ensure a complete Census count, and to coordinate with each other on any Census outreach efforts;

WHEREAS, we also recognize the need for our students to understand the importance of being counted in the Census as part of their civic responsibility and the confidentiality of the information gathered as part of the Census; and

WHEREAS, we believe our students can inform their families and communities about the importance of filling out the Census;

THEREFORE, be it resolved that the Canutillo Independent School District hereby directs all of its departments, offices and other similar entities to implement policies, procedures, and practices that will ensure a complete Census count, including those which will reinforce the community's trust and confidence in the confidentiality of the information gathered as part of the Census; and that CISD will collaborate with all organizations dedicated to carrying out the intents and purposes of this resolution.

I hereby certify that the above resolution was adopted August 25, 2009.

Shonda Jordan, President
Canutillo ISD Board of Trustees

Rachel M. Quintana, Secretary
Canutillo ISD Board of Trustees

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
ORDINANCE FOR ADOPTING TAX RATES
FOR 2009-2010**

1. Recitals.

The Board of Trustees published Notice of the proposed budget and the proposed tax rate as required by Section 44.004, Texas Education Code.

The Board of Trustees has conducted a public hearing on the proposed budget and proposed tax rate on August 25, 2009.

The Board of Trustees has previously adopted a budget for the 2009-2010 school year in accordance with the provisions of Section 44.004(g), Texas Education Code.

NOW, THEREFORE, BE IT ORDAINED by the Board of Trustees of the Canutillo Independent School District as follows:

2. The Maintenance and Operations Tax Rate per \$100.00 of valuation of property in the School District for the school year 2009-2010 shall be \$1.100000.

3. The Interest and Sinking Tax Rate per \$100.00 of valuation of property in the School District for the school year 2009-2010 shall be \$.252095.

4. The total tax rate for the 2009-2010 school year shall be \$1.352095.

THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S RATE.

THE TAX RATE WILL EFFECTIVELY BE RAISED BY 4.64% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$60.00.

APPROVED AND ADOPTED on this 25th day of August, 2009.

SHONDA JORDAN, PRESIDENT
BOARD OF TRUSTEES

ATTEST:

RACHEL MENDOZA QUINTANA, SECRETARY
BOARD OF TRUSTEES

AN ORDER BY THE BOARD OF TRUSTEES OF CANUTILLO INDEPENDENT SCHOOL DISTRICT CALLING A ROLLBACK ELECTION TO BE HELD WITHIN SAID DISTRICT; PROVIDING FOR THE CONDUCT AND THE GIVING OF NOTICE OF SAID ELECTION; AND CONTAINING PROVISIONS NECESSARY AND INCIDENTAL TO THE PURPOSES HEREOF

WHEREAS, this Board of Trustees finds and determines that it is necessary and advisable to call and hold an election for and within Canutillo Independent School District (the "District") on the proposition hereinafter set forth; and

WHEREAS, it is further found and determined that the meeting at which this order was adopted was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by the Texas Government Code, Chapter 551; Now, Therefore

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

Section 1. Findings.

The statements contained in the preamble of this Order are true and correct and adopted as findings of fact and operative provisions hereof.

Section 2. Election Ordered; Date; Proposition.

An election shall be held for and within the District on November 3, 2009, at which election the following proposition shall be submitted in accordance with law:

PROPOSITION

Shall the Board of Trustees of Canutillo Independent School District be authorized to approve the ad valorem tax rate of \$1.352095 per \$100 valuation in Canutillo Independent School District for the current year, a rate that is \$.06 higher per \$100 valuation than the School District rollback tax rate?

Section 3. Precincts and Polling Places.

The election precincts for said election, and the polling place for each such precinct on election day, are hereby established and designated in Exhibit A attached hereto, which is incorporated herein by reference and made a part hereof for all purposes.

Section 4. Early Voting.

The Main Early Voting Polling Place and the Early Voting Polling Places for conducting early voting by personal appearance and the address for early voting by mail for said election are hereby designated as set forth in Exhibit A attached hereto.

Section 5. Voting Hours.

- (a) On election day the polls shall be open from 7:00 A.M. to 7:00 P.M.

(b) The dates and hours for early voting by personal appearance at the Main Early Voting Polling Place and the Early Voting Polling Places shall be as set forth in Exhibit A hereto.

Section 6. Election Officers.

The persons to serve as officers to conduct said election on election day and for early voting shall be appointed in accordance with the Texas Election Code.

Section 7. Official Ballots.

(a) Voting at said election on election day and early voting by personal appearance and by mail shall be by the use of a touch screen voting system.

(b) The official ballots for said election shall be prepared in accordance with the Texas Election Code so as to permit the electors to vote "FOR" or "AGAINST" the aforesaid proposition, which shall be set forth substantially in the following form:

PROPOSITION

APPROVING THE AD VALOREM TAX RATE OF \$1.352095 PER \$100 VALUATION IN CANUTILLO INDEPENDENT SCHOOL DISTRICT FOR THE CURRENT YEAR, A RATE THAT IS \$.06 HIGHER PER \$100 VALUATION THAN THE SCHOOL DISTRICT ROLLBACK TAX RATE.

Section 8. Bilingual Election Materials.

The election materials enumerated in TEX. ELEC. CODE ANN. §§ 272.001, et seq., shall be printed and furnished in both English and Spanish for use at the polling places and for early voting.

Section 9. Conduct of Election. Said election shall be conducted in all respects in accordance with the Texas Election Code, and all resident qualified electors of the District shall be entitled to vote at said election. Pursuant to the federal Help America Vote Act and the Texas Election Code, each polling place shall be provided at least one voting system equipped for individuals with disabilities.

Section 10. Notice of Election.

(a) Notice of said election shall be given by (i) publishing a substantial copy of this Order in both English and Spanish one time not earlier than the 30th day or later than the 10th day before election day, in a newspaper published in the District and (ii) posting a substantial copy of this Order in both English and Spanish on the bulletin board in the District's administrative offices used for posting notices of the meetings of the Board of Trustees of the District not later than the 21st day before election day.

(b) Such notice, as posted and published, shall include and constitute a schedule stating the location of the temporary branch early voting polling places for said election, the election precincts served by the temporary branch polling places and the dates and hours that temporary branch voting will be conducted.

PASSED AND APPROVED this August 25, 2009.

SHONDA JORDAN
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

RACHEL MENDOZA QUINTANA
SECRETARY, BOARD OF TRUSTEES

EXHIBIT A

**CANUTILLO INDEPENDENT SCHOOL DISTRICT
ROLL BACK ELECTION
November 3, 2009**

Election Day Voting - Polling Places

Hours for voting: 7:00 a.m. to 7:00 p.m.

El Paso County Election Precincts

(or portions thereof within Canutillo Independent School District):

County Election Precinct No. 2	Vinton Fire Station 510 Vinton Road Vinton, Texas
County Election Precinct No. 3	Canutillo Middle School 7311 Bosque Road Canutillo, Texas
County Election Precinct No. 4	Canutillo Elementary School 651 Canutillo Avenue Canutillo, Texas
County Election Precinct No. 5	Fire Station #2 111 Borderland El Paso, Texas
County Election Precincts 11-2 and 170	Olga Kohlberg Elementary School 1445 Nardo Goodman El Paso, Texas

Early Voting Polling Places

Main Early Voting Polling Place

County Courthouse
500 E. San Antonio
El Paso, Texas

Dates and Hours for Early Voting

Dates: October 19, 2009 through October 30, 2009 (except Saturdays, Sundays and legal State Holidays)

Hours: _____

Temporary Branch and Early Voting Polling Places

Canutillo Elementary School
651 Canutillo
Canutillo, Texas

Dates: October 19, 2009 through October 30, 2009 (except Saturdays, Sundays and legal State Holidays)

Hours: _____

Vinton Fire Station
510 Vinton Road
Vinton, Texas

Dates: October 19, 2009 through October 30,
2009 (except Saturdays, Sundays and legal State
Holidays)
Hours: _____

The Early Voting Polling Places for the election shall also include all locations established by the El Paso County Elections Department as Early Voting Polling Places.

Any voter who is entitled to vote an early ballot by personal appearance may do so at the Main Early Voting Polling Place or at any Early Voting Polling Place.

Address for Early Voting by Mail

Early Voting Clerk
500 E. San Antonio #402
El Paso, Texas 79901

Applications for ballot by mail may be received no later than
the close of business on October 27, 2009